

**TOWN OF DALLAS**  
**MINUTES FOR BOARD OF ALDERMEN MEETING**  
**MARCH 12, 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; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Allen Scott, Police Chief; Robert Walls, Police Captain; Tiffany Faro, Development Services Director; Jonathan Newton, Finance Director; Doug Huffman, Electric Director; Matthew Kanupp, and David Mathis, Street/Solid Waste Supervisor. Bill Trudnak, Public Works Director; Earl Withers III, Fire Chief, and Steven Aloisa, Recreation Director were absent.

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

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda with Item 5A-Recreation Facility Fees to be removed and be on the April Agenda, seconded by Alderman Cearley, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from February 12<sup>th</sup> 2019 Regular Meeting, and February 26<sup>th</sup> 2019 Work Session Meeting, seconded by Alderman Withers, and carried unanimously.

**Recognition of Citizens:**

Mr. Curtis Wilson, 438 S. Gaston St., He prayed at this meeting.

**Consent Agenda:**

Recycling Program (Exhibit A)

Façade Grant Boundaries (Exhibit B)

Right of Way Encroachment Agreement (Exhibit C)

Blood Drive Event (Exhibit D)

Alderwoman Thomas made a motion to approve the Consent Agenda, seconded by Alderman Cearley, and carried unanimously.

**Public Hearings: NONE**

**Old Business: NONE**

**New Business:**

**Item 8A** was a Special Events Request for the Easter Egg Hunt. The Gaston County Museum is requesting use of the Court Square on Saturday, April 13<sup>th</sup> for their Annual Easter Egg Hunt. The event will begin at 1:00 pm with games and the egg hunt, and conclude with the "Bunny Run" at 3:00 pm. The Museum requested the following assistance from the Town: 1. A \$500 donation toward eggs and candy, 2. Provision of a Bounce House and Town Personnel to man the Bounce House (This would cost the Town approximately \$400 for the rental and 2 employees at an overtime rate. In the past, the Town has paid for the Bounce House, but not provided personnel.) The Board discussed and decided that no personnel would be given to man the bounce house. There were some staff and a Board member that stated they would volunteer some time to man the bounce house for this event. Alderwoman Thomas made a motion to approve the event funding for \$500 donation and the Bounce House, seconded by Alderman Withers, and carried unanimously. (Exhibit E)

**New Business continued.....:**

**Item 8B** was for the Purchase of 102 E. Trade St. The Town has made an offer to purchase the property at 102 E. Trade St. for the sum of \$100,000. The property is a vacant lot located at the corner of E. Trade St. and N. Gaston St. This offer has been accepted by the seller and the Non-Binding Terms Letter was given to the Board. The intention for purchasing this vacant lot is to create additional parking for the general public to utilize for events as well as visiting local businesses. Alderman Withers made a motion to approve the letter and budget amendment as presented, seconded by Alderman Huggins, and carried unanimously. (Exhibit F)

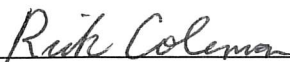
**Item 8C** was for Courthouse Access. Jason Luker, Gaston County Museum Director, asked that the Town consider an option for access to the Courthouse. An email from Mr. Luker outlining their proposed solution for granting access to the Courthouse when the Museum is closed was submitted. This item was discussed at the February 26<sup>th</sup> Work Session. The Museum would be responsible for the maintenance and upkeep of the keypads and camera after installation. The keypads would be operational during the time that the Museum was open. During the times that the Museum is closed, the Courthouse would be locked and the keypads would not be able to override the lock. The lock code can be changed periodically, but will remain the same for the duration of the Gaston County Schools Art Show. Alderman Withers made a motion to approve the proposal from the Musuem with the provision to provide Mr. Trudnak all information pertaining to the keypads, camera, and to coordinate the installation of the equipment, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit G)

**Item 8D** was an update on 301 N. College St. The residence at 301 N College Street is currently owned by Saud Shawli. As a result of numerous neighbor complaints, the Town performed a property inspection on Sept. 28, 2018. The inspection confirmed that rehabilitation work was occurring on site without permits. In addition, the property was being still used as a residence at the date of the inspection but did not meet the Town's minimum housing standards. A Notice of Complaint was sent on Oct. 9, 2018. A minimum housing hearing was held on October 23<sup>rd</sup>, 2018, and subsequently a Finding of Fact was issued and sent to the owner on October 26<sup>th</sup>, 2018. The findings of fact confirmed the details of the on site inspection to be accurate, determined the structure to be dilapidated, and ordered the owner to bring the property into compliance or to demolish the structure within 30 days, or by November 26, 2018. The owner did not appeal the order of the Development Services Director as outlined in 150.46(D). A followup inspection occurred on Tuesday, December 4, 2018, and revealed that the minimum housing violations still had not been fully addressed. The Development Services Director presented a request for an Ordinance to Demolish at the December Board of Alderman meeting, and the owner was granted until March 12, 2019 to bring the property into compliance. As of March 7<sup>th</sup>, the owner has passed inspections with Gaston County and is compliance with the minimum standards. Development Service Director Ms. Faro was present via video conference to update the Board on this item. She gave the Board details on this item and stated there was no current action needed. The order to demolish was removed due to the satisfactory inspection requirements.

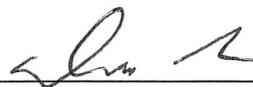
**Manager's Report and General Notices:**

The Manager gave updates on items in Town.

Alderman Cearley made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously. **(6:33)**



Rick Coleman, Mayor



Da'Sha Leach, Town Clerk





## TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Recycling Program

AGENDA ITEM NO. 5B

MEETING DATE: 3/12/2019

BACKGROUND INFORMATION:

At the February 12<sup>th</sup> Board of Aldermen meeting, a letter of intent to participate with the other jurisdictions in the Gaston County in applying for a grant to be used toward addressing a county-wide initiative involving recycling. Recycling is becoming an ever-increasing issue due to contamination in recyclables. Below are several points to be considered in this discussion:

- The County is fined when they deliver contaminated waste to the Recycling Center.
- Dallas' recycling center is filled with contaminated waste that the Recycling Center will not accept. Therefore, the recyclables are being dumped in the landfill as regular waste.
- Plastics are not being accepted by other countries, so they are being dumped as regular waste.
- The County, along with the municipalities, is trying to come to common ground on what can be recycled.
- The majority of people that use the Dallas Recycling Center appear to not be residents of the Town.

Public Works Director Bill Trudnak recommends suspending recycling beginning May 1<sup>st</sup>, until a solution is found by Gaston County and the other municipalities to the recycling problem.

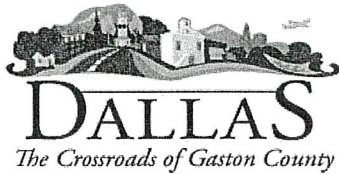
This item was discussed at the February 26<sup>th</sup> Work Session.

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MANAGER'S RECOMMENDATION: Follow Mr. Trudnak's recommendation to suspend recycling beginning May 1<sup>st</sup> until a viable solution can be found to the recycling problem.

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BOARD ACTION TAKEN:



## Town of Dallas

### Façade Improvement Grant Program

#### Objective and Purpose

The Town of Dallas has a primary goal of improving the appearance of the Central Business District (as defined by the Town's Future Land Use Plan) and promoting economic development. To aid in achieving that goal, the Façade Improvement Grant Program will assist new or existing businesses in maintaining and improving the appearance of building façades in the Central Business District.

The rehabilitation of structures in the Central Business District of Dallas should respect and reflect the architectural integrity and history of the entire building and retain those elements that enhance the building. Façades should be in harmony with the character of the downtown area and in coordination with the color and design of adjacent structures.

As a means of encouraging the maintenance and improvement of business building façades, the Town of Dallas has appropriated funds to a structured grant program to provide financial assistance to owners of businesses in the Central Business District. Awards through the Town-funded grant program shall comply with the following provisions, requirements, and guidelines.

The purpose of the program is to:

- ◆ Promote storefront rehabilitation in the Central Business District
- ◆ Preserve the unique character of the downtown's historic buildings
- ◆ Encourage aesthetic compatibility for improvements to façades of non-historic structures
- ◆ Encourage the use of quality materials, good design, and workmanship in the rehabilitation of downtown properties
- ◆ Make improvements that make a highly visible contribution to Dallas

#### Guidelines

1. All rehabilitation funded through grant awards under this program must be performed in accordance with *The Secretary of the Interior's Standards for Rehabilitation* (Exhibit A); Town of Dallas Ordinances and Code Requirements, such as building codes, zoning regulations, etc.; and the following guidelines in making façade improvements under this program.
2. Approval for funds must be made prior to the beginning of the project. No awards will be given to a project begun or completed prior to application.
3. A brief summary of the business plan and the proposed renovation/rehabilitation project must be submitted with the application. Summary should be limited to no more than two pages. **The applicant must secure a two-year lease, if leasing.**
4. Funds are for fixed items only and not for inventory, furnishings, or non-fixed items. Grants are provided to help with correction of building code violations, building renovations, building rehabilitations, façade improvement, signage, etc.
5. The Business Incentive Grant program is not intended to provide financial assistance to fiscally unsound businesses.
6. Since each application will be different, and reviewed on a case-by-case basis, the applicant may be required to submit additional information. The intent of the Façade Grant Program application process is not to burden the applicant business with extensive research, but to provide the Review Committee with information to make appropriate recommendations and decisions.



7. Façade Grant Program applications will be reviewed by the Review Committee, and will depend on the availability of funds.
8. Ineligible properties and businesses:
  - ◆ Tax delinquent property or property not in good standing with the Town of Dallas Utility Billing
  - ◆ National franchises
  - ◆ Retail chain stores
  - ◆ Primarily residential properties or uses
  - ◆ Tax exempt organizations or properties

#### **Eligibility**

1. A façade is defined as an individual storefront or commercial building side which faces a public right-of-way or is otherwise visible to the general public.
2. Commercial buildings must be located within the Central Business District or on Trade Street between N. Summey Street and the Hwy. 321 Interchange.
3. Owner or tenants of buildings are eligible to apply; however, the owner must sign the application.
4. If there is a building with multiple public-facing façades (corner building), both public-facing sides must be rehabilitated and grant eligibility will be twice the amount as for a building with only one public-facing façade.
5. While in some situations rear façades can be seen from public streets, at this time only front and corner façades will be considered for funding.
6. Only established businesses (those that have been in operation for more than two years) are eligible for a grant that includes new signage.

#### **Grant Award**

1. Grant awards and amounts are at the discretion of the Grant Review Committee.
2. Decisions may be based upon such factors to size and scope of project, potential positive impact on the appearance of the district area, project costs, and availability of funds.
3. Qualifying projects are eligible for a grant at a minimum of \$500 and a maximum of \$20,000 per façade, on a 50/50 matching, reimbursement basis.
4. At least two project cost estimates must be submitted with the application. If both estimates are deemed equal in regards to quality of materials used, tec., only fifty percent of the lowest estimate will be considered in the amount of the award, regardless of which bid is accepted by the building owner.
5. The grant amount shall be determined at the time of application approval and paid when the project is completed.
6. The work must be completed within four months of application approval, but the owner may request one extension for two additional months based upon compelling reasons for the delay.
7. The façade improvements must remain in place for three full years from the date of completion. If not, the grant amount for that project must be repaid in full.

**Town of Dallas  
Façade Grant Program Fact Sheet**

**What is the Façade Grant Program?**

An incentive program to taxpayers who improve the appearance of their commercial property by retaining and preserving the historic character of the property.

Provides 50% of the total cost of approved projects up to \$20,000 maximum grant amount. Side façades are eligible on corner buildings. NOTE: If a building has more than one eligible façade, each façade is considered separately.

Encourages further private reinvestment in existing infrastructure and promotes appropriate and attractive design projects that preserve the architectural character found only in older buildings.

**Who may apply for the Grant?**

Building owners or tenants with building owner's consent.

**What buildings are eligible?**

Any commercial building greater than 50 years old located in the Central Business District (as defined by the Town's Future Land Use Plan) or on Trade St. between N. Summey St. and the Hwy 321 Interchange, with priority given to improvements that will make the greatest impact on the surrounding built environment.

**Ineligible properties or businesses:**

- \* Tax delinquent properties
- \* Properties not in good standing with Town Utilities
- \* National franchises
- \* Retail chain stores
- \* Properties used primarily for residential purposes

**What storefront rehabilitation expenditures qualify?**

Eligible expenditures include: exterior painting of previously painted surfaced and/or paint removal; appropriate exterior cleaning; masonry repair and tuck-pointing; repair of architectural details or materials; repair of windows or window framing; removal of siding, false façades and in-fill brick; removal of inappropriate/out of date signs; rehabilitation of compatible reconstruction of storefront; new canvas awnings/frame; replacements of transom glass and business signage with full compliance of the design standards.

Signs and awnings may be included as eligible expenses providing they represent good design, meet the design ordinance and standards of the Town of Dallas Code of Ordinances.

Ineligible expenditures include: general maintenance; construction of false fronts; painting of previously unpainted surfaces; blocking up of windows or installing storm/vinyl windows or doors; interior rehabilitation; electrical work; roof and chimney repairs; installation of aluminum, vinyl, stone, stucco, brick veneer; or other inappropriate building materials; demolition of historic features; sandblasting; improvements made prior to grant approval.

Rehabilitations must meet the Secretary of the Interior's "Standards for Rehabilitation" program standards that are attached.

Colors used on exterior surfaces, signage, awnings and related items must relate to natural material colors found on neighboring historic buildings and nearby buildings.

**Who makes the decision to approve or reject a request?**

A Review Committee comprised of the Town Manager, Electric Utility Director, Public Works Director, Development Services Director, a member from the Board of Aldermen Community Development Committee; as well as a representative from the Small Business Center at Gaston College.



**What is the process for applying for a grant?**

1. Meet with the Town of Dallas Development Services Staff.
2. Complete an application, including the required support materials.
3. A review will be completed by the Review Committee.
4. Applicant will be notified by mail of acceptance, acceptance with conditions, or rejection of application.
5. Any changes to approved work during construction must be approved by the Development Services Staff in writing.
6. Upon completion of project, applicant sends copies of paid receipts/statements to Development Services Staff.
7. Development Services Staff will inspect completed funds and authorize disbursement of grant funds, provided work was completed in accordance with the application.

**What other conditions apply?**

1. Grants are based on the entire scope of the project. All work must be eligible and approved expenditures; or the total grant award is void.
2. All applications must be approved prior to commencement of work.
3. Each building façade is considered separately to meet the 50% matching rule.
4. Submission of a project does not ensure the project will be approved to receive funds. Grant awards are determined by recommendation of the Review Committee and the availability of funds.
5. Grant approval or changes to the scope of work in an approved project will be conveyed in writing.
6. Only one façade grant will be awarded per building façade per calendar year.

**Examples**

1. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$1700. The applicant receives a matching grant of 50%, which equals \$850.
2. A property owner applies for a façade grant for an improvement to a commercial building storefront and the planned improvement costs \$900. The applicant receives a grant of \$500, as the minimum grant amount for a qualified improvement is \$500.
3. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$50,000. The applicant receives a grant of \$20,000; as the maximum grant amount for a qualified improvement is \$20,000.
4. A property owner renovates a commercial building storefront. The owner may apply for another façade grant for a different side of the same building (the building is a corner building with two visible sides) during the same calendar year. However, the owner will need to wait until the next calendar year to apply for another façade grant for the same storefront side.

## Exhibit A

# Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards and Guidelines for the treatment of historic properties were written by the National Park Service and revised in 1990. The guidelines recommend responsible methods and approaches and list treatments that should be avoided.

## The Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



TOWN OF DALLAS
Façade Grant Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TOWN OF DALLAS (Town) and \_\_\_\_\_ (Grantee), whose address is \_\_\_\_\_.

WHEREAS, the Town has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement; and

WHEREAS, the Town has approved a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for façade improvements at \_\_\_\_\_, Dallas, NC.

NOW THEREFORE, the parties agree as follows:

- 1. Grantee reaffirms that all information provided to the Town in its Façade Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the Town of Dallas Façade Grant Program.
3. All work performed by Grantee will be consistent with the approval by the Town. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the Town before implementing such changes. Grantee understands that the Town is not required to approve any changes.
4. Grantee agrees to complete the improvements within four (4) months from the date of this agreements and understands that failure to complete the improvements within such period will result in forfeiture of the grant.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the Town, and approval by the Town of the completed work.
6. Grantee will notify the Town immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the Town, which will not be unreasonably withheld.
7. Grantee hereby grants to the Town the right to use pictures, renderings, or descriptions of the work any and all promotional purposes desired by the Town.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE TOWN

\_\_\_\_\_
\_\_\_\_\_

WITNESSES FOR THE OWNER

\_\_\_\_\_
\_\_\_\_\_

WITNESSES FOR GRANTEE

\_\_\_\_\_
\_\_\_\_\_

TOWN OF DALLAS

\_\_\_\_\_
Town Manager

OWNER

\_\_\_\_\_
Owner

GRANTEE (if other than Owner)

\_\_\_\_\_
Grantee



TOWN OF DALLAS

RIGHT OF WAY ENCROACHMENT AGREEMENT

Please complete and submit this application for all proposed encroachments along public right-of-ways within the Town of Dallas limits. This application is not for use when access is being requested along a state-owned right-of-way- instead, NCDOT's Form R/W 16.1B should be used for proper approvals.

PROPERTY ADDRESS: \_\_\_\_\_ PID#: \_\_\_\_\_

This Agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Dallas, party of the first part; and \_\_\_\_\_ party of the second part; in reference to the property indicated above

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as \_\_\_\_\_, located \_\_\_\_\_ with the construction and/or erection of: \_\_\_\_\_

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

- That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said roadway.
That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto.
That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment;
It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the rights of way limits, in carrying out its construction.
That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Engineer of the party of the first part.



surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Engineer of the party of the first part.

- That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Engineer of the party of the first part.
- That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.
- Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Engineer of the party of the first part when all work contained herein has been completed.
- The party of the first part is responsible for the maintenance of all installations on Town right-of-way, as well as the landscaping of all areas that may be enclosed by fencing.
- That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
- That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within 6 months from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

**IN WITNESS WHEREOF**, each of the parties to this agreement has caused the same to be executed the day and year first above written.

\_\_\_\_\_  
Town Manager, Town of Dallas

\_\_\_\_\_  
Requestor/ Property Owner

WITNESS:  
  
\_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_

<b>PRELIMINARY APPROVALS:</b>	
_____	_____
Town of Dallas Electric Dept.	Town of Dallas Public Works Dept.
_____	_____
Town of Dallas Engineer	Town of Dallas Development Services Director

INSTRUCTIONS

This agreement must be accompanied, in the form of an attachment, by plans or drawings prepared by a professional surveyor, engineer, and/or architect showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location shown by distance from some identifiable point, such as a bridge, road, intersection, etc.
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on Town of Dallas right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Town's Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

**TOWN OF DALLAS - GENERAL FEES**

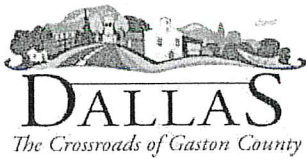
UTILITY DEPOSITS	\$75.00	Water - Inside Town Limits
	\$150.00	Water - Outside Town Limits
	\$150.00	Electric
LATE FEE	\$6.00	Charged after 15th of Month
SERVICE CHARGE/RECONNECTION FEE	\$30.00	Charged if on Cut-Off List
	\$100.00	Charged if Cut at Pole
METER TEST FEE	\$15.00	Residential
	\$65.00	Commercial
METER TAMPERING/THEFT FEE- WATER OR ELECTRIC	\$200.00	per offense
UTILITY HISTORY PRINT OUT	\$5.00	per request
POLICE REPORT FEES	\$5.00	per report (up to 5 pages)
	\$1.00	per page after 5 pages
FIRE REPORT FEE	\$5.00	per report
RETURN CHECK FEE	\$30.00	per occurrence
CUSTOMER REQUESTED STOP PAYMENT FEE	\$40.00	per occurrence
BUSINESS REGISTRATION FEE	\$35.00	Annually
INTERMENT FEES	\$50.00	During Business Hours
	\$125.00	Weekends/After Hours
NOISE PERMIT	\$20.00	Daily Permit
	\$75.00	Monthly Permit
	\$400.00	Annual Permit
CIVIC BUILDING RENTAL FEE	\$125.00	Inside Town Limits Resident
	\$225.00	Outside Town Limits Resident
VOLUNTARY ANNEXATION PETITION	\$100.00	Plus Actual Costs (Advertisements, Postage, etc.)
R-O-W ENCROACHMENT AGREEMENT	\$50.00	+ Cost to Record at Reg. of Deeds
WATER FLOW TEST FEE	<b>ACTUAL COST</b>	

**FALSE ALARM FEES**

Fees for public safety responses to false alarms are calculated on a six-month basis. If the fire or police department responds to a property more than three times in any six-month period, and the cause of the response was due to a faulty or non-maintained alarm system, a fee for the additional responses will be charged against the property. No fee will be charged for the first three responses in any six-month period. After the second response, the offender will be given a written notice of the violation and the fees assessed if a fourth false alarm happens within that six-month period. The following fees will be assessed for subsequent responses within that period.

	<u>Business</u>	<u>Residential</u>
Fourth Response	\$50.00	\$50.00
Fifth Response	\$100.00	\$75.00
Sixth Response	\$200.00	\$100.00
Seventh Response	\$400.00	\$150.00
Eighth and Subsequent Responses	\$800.00	\$200.00





Town of Dallas

## Special Events/ Activities Application

Town of Dallas  
210 North Holland Street  
Dallas, NC 28034-1625  
(704) 922-3176  
Fax: (704) 922-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Depending on the specific event, a permit application and/or fee(s) from other departments may be required.

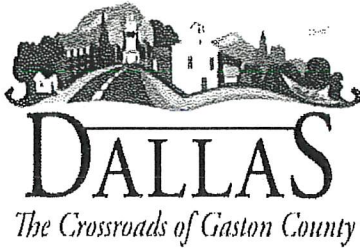
The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan when applicable. The applicant is responsible for notifying the Town of Dallas of any changes after submittal of the application. Incomplete applications will not be accepted. A complete application must be submitted at least 30 days prior to the event.

### APPLICATION INFORMATION

Name of Event:	COMMUNITY BLOOD DRIVE		
Facility Requested:	CIVIC CENTER		
Applicant Name:	DA'SHA LEACH		
Organization:	TOWN OF DALLAS		
Mailing Address:	210 N. HOLLAND ST.		
City / State / Zip:	DALLAS, NC 28034		
Daytime Phone:	704-922-3176	Cell:	
		E-Mail:	dleach@dallasnc.net
Description of the Event:	THIS COMMUNITY BLOOD DRIVE IS AN EFFORT TO ALLOW CITIZENS AND STAFF TO GIVE BLOOD TO FULFILL THE SHORTAGE OF BLOOD SUPPLY DURING THE SUMMER MONTHS. THIS DRIVE WAS HELD LAST YEAR WITH MORE THAN 16 DONORS ON THE BLOODMOBILE, EXCEEDING THE GOAL.		
Does the event have a Facebook, Twitter, or other social networking page:	No		
If yes, please list URL(s):			
Date (s) Requested for Event:	8-21-2019		
Event Start Time:	1 PM	Event End Time:	6:00 PM
Road Closure Time Begins (if applicable):	N/A	Road Closure Time Ends:	N/A
Set Up Begins:	12:15 PM	Set Up Ends:	
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	UP TO 50 PEOPLE		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			
N/A			

Applicant's Signature: Date: 3/6/19

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.



## Special Events/ Activities Application

Town of Dallas  
210 North Holland Street  
Dallas, NC 28034-1625  
(704) 922-3176  
Fax: (704) 922-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Depending on the specific event, a permit application and/or fee(s) from other departments may be required. The applicant is responsible for providing complete and accurate information on the application, The applicant is responsible for notifying the Town of Dallas of any changes. **A complete application must be submitted by no later than 5:00 p.m. on the Tuesday preceeding the date of the Board meeting at which the event is to be approved, for an event which is to occur no sooner than 14 days following its date of approval.**

### APPLICATION INFORMATION

Name of Event:	Annual Easter Egg Hunt		
Facility Requested:	Historic Dallas Courthouse Square		
Applicant Name:	Alexandrea Pizza		
Organization:	Gaston County Musuem		
Mailing Address:	131 West Main St		
City / State / Zip:	Dallas		
Daytime Phone:	704-922-7681 ext. 105	Cell:	
		E-Mail:	alexandrea.pizza@gastongov.com
Description of the Event:	The Gaston County Museum will partner with the Town of Dallas again this year to host the annual Easter Egg hunt on the Historic Dallas Courthouse Square. The Museum will hide 1,000 eggs for children 10 and under. This event attracts about 400 people each year and is offered free of charge. It will begin at 1:00pm and games and the "bunny run" will take place until 3pm.		
Does the event have a Facebook, Twitter, or other social networking page:	yes, through Gaston County Museum		
If yes, please list URL(s):			
Date (s) Requested for Event:	Saturday, April 13th 2019		
Event Start Time:	1:00pm	Event End Time:	3:00pm
Road Closure Time Begins (if applicable):	1:00pm	Road Closure Time Ends:	3:00pm
Set Up Begins:	10:00am	Set Up Ends:	1:00pm
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	800		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			

Applicant's Signature: \_\_\_\_\_

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

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.



**TENTS / CANOPIES / MEMBRANE STRUCTURES**

Will tents/canopies/membrane structures be used for events?  Yes  No (if no proceed to next section.)

# of Canopies	<input type="checkbox"/>	(fabric structure that is open without sidewalls on 75% or more of perimeter)
# of Tents	<input type="checkbox"/>	(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)
# of Membrane structures	<input type="checkbox"/>	(air supported or air inflated structure)
Other type of structure (provide description)		

\*Notes\*

**VOICE / MUSIC AMPLIFICATION**

Are there any musical entertainment features related to your event?  Yes  No (if no proceed to next section.)

If yes, state the number of stages, number of bands and type of music:

Number of stages:  Number of Bands:

Type(s) of music:

Will your event use amplified sound:  Yes  No

If yes, please indicate times: Start Time:  Finish Time:

Will sound checks be conducted prior to the event?  Yes  No

If yes, please indicate times: Start Time:  Finish Time:

\* Must comply with Town of Dallas general entertainment ordinance.

**HAZARDOUS MATERIALS**

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?  Yes  No

**If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.**

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

Will there be any fireworks, lasers, torches, candles or pyrotechnics?  Yes  No

Will generators or electrical power be used?  Yes  No

**If yes, provide electrical load data and location of connection. In the case of extraordinary use or hookups, fees may apply.**

**RIDES / ATTRACTIONS**

Does the event include mechanical rides, or other similar attractions?  Yes  No

If yes, company name?

Company address:

List details, if any:

**Applicants contracting with amusement ride companies are required to provide the Town of Dallas with a certificate of insurance, naming applicant and the Town of Dallas (if applicable) as additional insured on general liability.**

**ALL rides must be inspected and approved by The Department of Labor.**



**SERVICES**

The Town of Dallas does not provide amenities such as portable washrooms/toilets, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as event clean up, traffic control, etc.

**TRASH CONTAINERS**

In order to determine what types of containers best suit the needs of the event, please answer the following questions:

Will the event be serving/selling/distributing beverages?  Yes  No

If yes, in what containers will they come packaged in?

aluminum cans  glass bottles/jars  plastic bottles/jugs/jars

How many trash cans are you requesting for trash?

How many recycle carts are you requesting?

Delivery Location?

Date and Time for rollout carts to be emptied?

Date and Time for rollout carts to be picked up?

Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Clean-up fees may be incurred because of an applicant's failure to clean and/or restore the site following the event. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

**PUBLIC PROPERTY CLEAN-UP**

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?

**SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED)**

Stage Security  Event Area Security  Road Closure Security

Other

Overnight Security From  :  To  :

Dates & Times security will be on site:

Security provided by:  Number of Security Personnel:

*Applicant may be required to hire sworn off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.*

**SITE PLAN**

Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets and the surrounding area. The plan should include the following information:

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, etc.
- Identify location of all cooking devices and open flames; generators and fuel storage.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.

**ROUTE AND TRAFFIC PLAN**

<input type="checkbox"/> <b>PARADE</b> (Includes floats, vehicles, and persons)	<input type="checkbox"/> <b>BICYCLES</b>
<input type="checkbox"/> <b>MARCH OR WALK</b> (persons only)	<input type="checkbox"/> <b>FOOT RACE</b>
<input type="checkbox"/> <b>VEHICLES ONLY</b> (Includes motorcycles)	
<input type="checkbox"/> <b>OTHER</b> (Description: <input style="width: 100%;" type="text"/> )	
Number of Persons: <input style="width: 50px;" type="text"/>	% Children: <input style="width: 50px;" type="text"/>
Number of Vehicles: <input style="width: 50px;" type="text"/>	Vehicle Types: <input style="width: 100%;" type="text"/>
Number of Animals: <input style="width: 50px;" type="text"/>	Kinds: <input style="width: 100%;" type="text"/>
<p><b>DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT.</b> (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).</p>	
<p><u>West Main St. between North Holland Street and North Gaston Street will need to be closed</u>  for foot traffic between the Dallas Historic Courthouse Square and the Gaston County Museum. The closure will need to begin at 12:00pm  and run until 3:00pm. Any traffic can be re-routed to Trade Street or Church Street. Parking  will not be available in the road closure area, but all other parking areas will be open to the public.</p>	

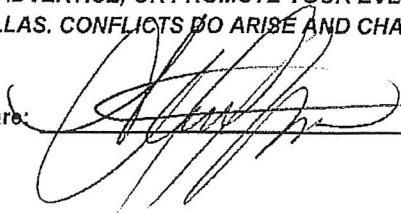
**ROAD CLOSURES**

If your event involves road closures, a parade, a foot or bike race, any type of procession, or more than one location, attach a Route and Traffic Plan. Include the required information (listed below) and any additional information you believe applies to your event. When planning a moving route, the Dallas Police Dept. is available to assist you.

- NC and US roadways will also require approval from the NCDOT.
- The proposed route to be traveled including the requested starting and termination point. Please also clarify the directions of movement of your event.
- Routing plans for traffic. Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.
- Whether the event will occupy all or a portion of the street(s) requested for use.
- Proposed locations for barricades, signs and police/volunteers.
- The provision of twenty foot (20') minimum emergency access lanes throughout the event site.
- White temporary water base paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes Home, Home Depot, etc.).

**Please Note:** All road closure requests will be strictly reviewed by the Town of Dallas. Approval, denial, or modification of all road closure requests are at the sole discretion of the Town of Dallas. The Town has final discretion over your Route and Traffic Plan including, but not limited to the route, placement and number of all barricades, signs, and police/volunteer locations.

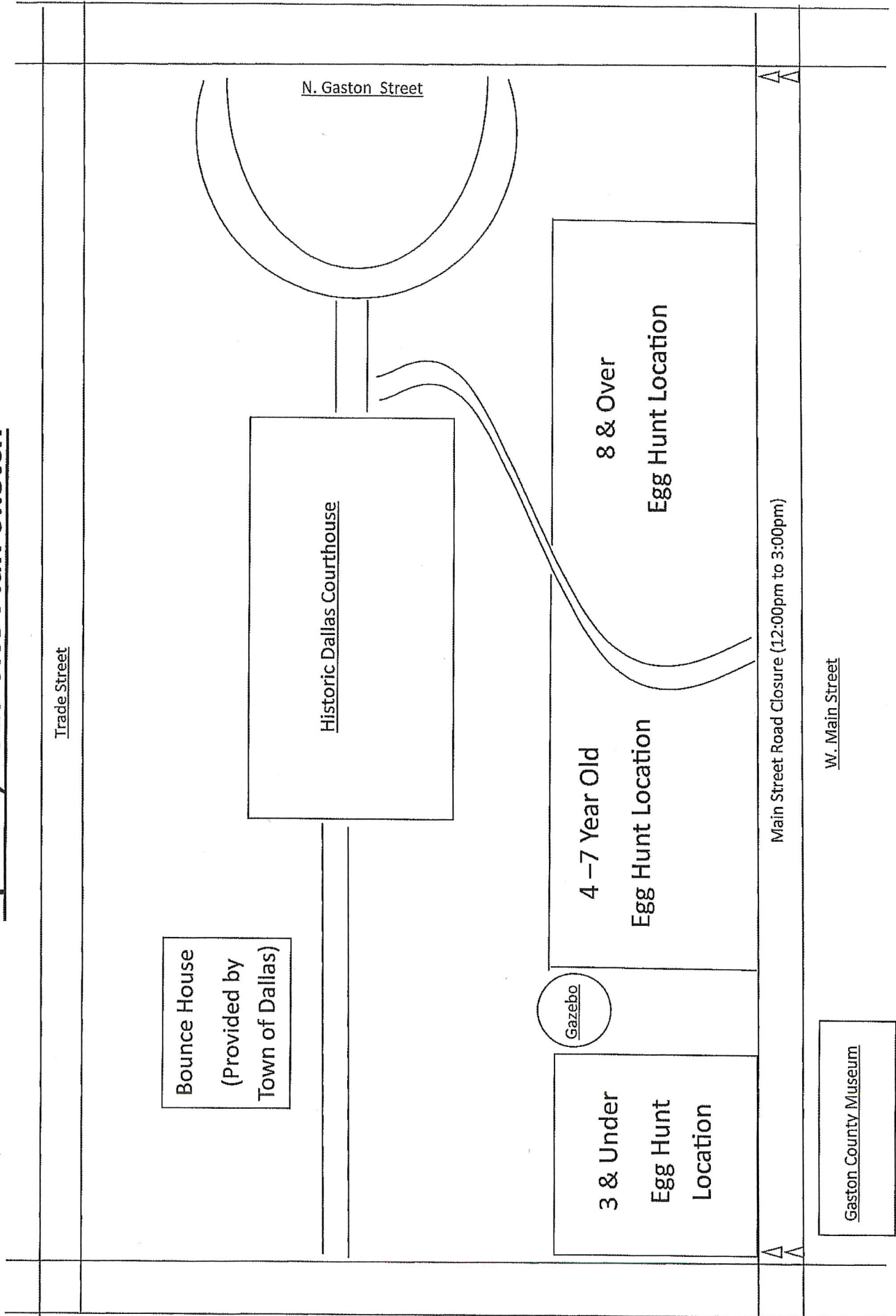
**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PERMIT FROM THE TOWN OF DALLAS. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

Applicant's Signature:  Date: 2/4/17



# Easter Egg Hunt

## April 13, 2019 Site Plan Sketch



N. Holland Street





Fischer & Company  
6800 Poplar Ave., Suite 216  
Memphis, TN 38138  
Tel: 901-443-0301

February 27th, 2019

Thomas Hunn  
J Thomas Hunn Attorney At Law  
140 W Trade St  
Dallas, NC 28034  
Email: [JThomasHunn@gmail.com](mailto:JThomasHunn@gmail.com)

**RE: Counter Terms Letter for the Sale of the Dallas Lot at 102 E Trade St, Dallas, NC 28034.**

We are pleased to present on behalf of First Tennessee Bank (“**Seller**”) the following **Counter Terms Letter** for the land located at 102 E Trade St., Dallas, NC 28034. The terms and conditions under which the Seller would enter a Purchase and Sale Agreement (“**Contract**”) with The Town of Dallas, NC (“**Buyer**”), are as follows:

**Seller:** First Tennessee Bank

**Buyer:** Town of Dallas, NC

**Price:** \$100,000 (One Hundred Thousand Dollars)

**Condition:** “as-is” (The results of any due-diligence information will not subject the price to a re-negotiation)

**Earnest Deposit:** \$5,000 (Five Thousand Dollars)

**Closing:** 30 (Thirty) Days

**Brokerage:** The Buyer does not have representation in this purchase and will not be receiving a commission split.

**Purchase Agreement:** First Tennessee Bank will prepare its standard PSA

This Non-Binding Counter Terms Letter is subject to the final negotiation of the terms and conditions of the proposed Sale and is not intended to be contractual in nature and only an executed Purchase and Sale Agreement delivered to both parties can bind the parties to this transaction. It is expressly understood, agreed, and hereby acknowledged, that only upon the proper execution and delivery of a fully completed, formal Purchase and Sale Agreement with terms and conditions clearly defined and included therein, will there then be any obligations, of any kind or nature, incurred or created between the herein parties in connection with the referenced property.

Best Regards,

Ryan Thomas  
Fischer & Company

THE ABOVE REFERENCED TERMS ARE HEREBY AGREED TO AND ACCEPTED THIS 28<sup>th</sup> DAY OF February, 2019.

Buyer: Town of Dallas, NC

Signature: Maria Stroupe

Print/Title: Maria Stroupe / Town Manager

**Town of Dallas**  
Budget Amendment

Date: March 12, 2019

Action: Economic Development Amendment

Purpose: To Budget for the Purchase of 102 E. Trade St.

Number: ECO-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
33	3999	0000	Fund Balance Appropriated	\$0	\$100,000	\$100,000
33	8500	7500	Cap. Outlay: Land	\$0	\$100,000	\$100,000

	Totals	\$0	\$200,000	\$200,000
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\_\_\_\_\_  
Approval Signature  
(Town Manager)

**Maria Stroupe**

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**From:** Jason E. Luker <Jason.Luker@gastongov.com>  
**Sent:** Tuesday, January 22, 2019 11:50 AM  
**To:** mstroupe@dallasnc.net  
**Subject:** Question about the Courthouse

I have a strange question for you. With the school art show going in the courthouse this year (along with the growing request to see the inside for possible rental opportunities), we have been discussing how to allow access to the main floor without employee's present at all times. The solution we came up with was putting in a lock keypad on the front doors (both first and second floor) and installing a video camera on the second floor. The museum would pay for material and installation of the locks and the camera. The museum would also make sure the building is locked and unlocked whenever the Museum is open.

Would this work for the town? The set up would mirror what we have in the depot. Let me know if this is even a possibility and what questions you have about this idea.

Thanks so much,

Jason Luker

Director  
Gaston County Museum of Art & History  
131 West Main Street  
Dallas, NC 28034  
704-922-7681 ex.101  
Jason.Luker@gastongov.com<mailto:Jason.Luker@gastongov.com>

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This email has been checked for viruses by AVG.  
<https://www.avg.com>