

TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
WORK SESSION
SEPTEMBER 24, 2018
5:00 PM

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

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

Mayor Coleman called the meeting to order at 5:00 pm. He opened with the Pledge of Allegiance to the Flag. Mayor Coleman asked if there were any additions or deletions to the agenda. Alderman Huggins made a motion to approve the agenda, seconded by Alderwoman Morrow, and carried unanimously.

New Business:

Item 3A - was a discussion on a Recreation Volunteer Screening Policy. The proposed policy was developed outlining a screening policy for volunteers that work with children in the Town's Recreation Programs. The Board discussed at previous meetings and there was a consensus on recommendations for the policy. This item will be on the October 9, 2018 Regular board meeting on the Consent section. (Exhibit A)

Item 3B - was a discussion on the Veteran's Day Event. The Town has sponsored a Veteran's Day Event for the past three years and they went well. The Board consensus was to have the Veteran's Day Event on Monday November 12th, 2018 around the same time as the prior year as well as the same type of refreshments. The speakers will be confirmed soon.

Item 3C - was a discussion on the Bike/Pedestrian Planning Grant. Staff proposed the option to amend the Carolina Thread Trail Map and create a path going from Dallas, through the Town Square, and along the NC-279 widening project. Also, NCDOT is offering a grant to fund the creation of a comprehensive bike and pedestrian plan. The Board consensus was to move forward pursuing the grant. (Exhibit B)

Item 3D - was a discussion of an Addition of Part-Time Position in Public Works. This position would be utilized on an as-needed basis to help provide coverage during absences by other employees for illness or vacation, help catch up after weather events, or provide extra manpower for maintenance during summer mowing season and fall leaf season. The Board consensus was to allow this addition. This item will go on the October 9, 2018 agenda as a budget amendment.

Item 3E - was a discussion of an Emergency Sewer Interconnect with Gastonia. There were negotiations between the City of Gastonia and Town of Dallas for an emergency sewer interconnect. Both have mutually reached an acceptable agreement for the construction and operation. There was recommendation for the term (#7 on the contract) to start when the connection is operational, noting that it could take 1-2 years to build out the infrastructure. Staff will make changes accordingly for the project before finalizing the agreement. (Exhibit C)

Item 3F - was a discussion on the Downtown Development Project Agreement. Mr. Jim Bailey decided to renovate and save the building at 130 W. Trade St., if purchased. The purchase price will be \$77,000 based on the appraised value obtained to renovate the building. The Town's public amenities proposed will no longer be include constructions of a picnic shelter and recreation facilities. (Exhibit D)

Alderman Withers made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously. (5:45)



Rick Coleman, Mayor



Da'Sha Leach, Town Clerk





Town of Dallas, NC

Volunteer Screening Policy

Description

In order to preserve the safety and wellbeing of participants in its youth Recreation and programs, activities and events as well as other youth programs offered by the Town of Dallas ("Town"), the Town will conduct background checks on all individuals applying to volunteer in all such programs. Background checks will also be performed on all individuals applying to work as sports officials, scorekeepers, and program supervisors.

Volunteers will be required to sign an authorization form which will provide date of birth, Social Security Number, and current address, authorizing the Town to order an individual criminal background check. All authorization forms and results of screening must be received prior to the start of volunteer duties.

This policy will include all volunteers and paid individuals who, in the course of their service, have the opportunity to be alone with children during activities scheduled for Town sponsored youth programs.

Others with incidental contact with children will not be subject to provisions of this policy at this time, although the Town reserves the right to conduct random checks of all volunteers working programs/events involving children. To the extent provided by Chapter 132 of the North Carolina General Statutes, all information received as a result of the screening will be kept confidential and not disclosed to anyone outside the Town. All authorization forms, records or reports shall be maintained in a confidential manner, and kept for a fixed period of time as set by the Town's record retention policy.

If any disqualifying information is found that prevents an applicant from being accepted, the Town will be responsible for notifying applicant of disqualification in a confidential manner. In the event the applicant feels a mistake has been reported in their criminal background check, it is the applicant's responsibility to contact the Town and resolve any issues. The Town and its employees are not responsible for errors or omissions that may be reported on background checks.

Frequency of Background Investigations

Only one background check is necessary per year regardless of the number of different sensitive positions a volunteer may fill during any year. The initial authorization release signed by the volunteer applicant specifically states that the release shall remain in effect until revoked in writing.

Criteria for Exclusion

Disqualifying Factors

A person will be disqualified and prohibited from serving as a volunteer if the person has been found guilty of any of the following crimes or has pending charges for any of the following crimes as identified below:

(Guilty means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal or dismissal.)

DISQUALIFICATION BASED ON OFFENSE:

FELONIES

ALL FELONY OFFENSES – Regardless of the amount of time since offense.

MISDEMEANORS

CLASS A1 – Or any other state equivalent

PENDING CASES

Any applicant who has been charged with any of the disqualifying offenses will not be allowed to volunteer until disposition of the charge. A serving volunteer who has been charged with any of the disqualifying offenses will have their service suspended until disposition of the charge.

A volunteer must immediately inform the Town of any charge(s) that has been filed against the volunteer and which, if convicted, would cause them to be disqualified as a volunteer as stated in this policy. Failure to do so may result in further penalties including permanent disqualification.

The Background Check Process is an ongoing process and is subject to review and changes as determined necessary by the Town in administering its Volunteer Program

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Bike/Pedestrian Planning & Thread Trail Connection

AGENDA ITEM NO. 3C

MEETING DATE: 9/24/2018

BACKGROUND INFORMATION:

Based on Board interest in reducing congestion and increasing transportation options through Town, identified in the first session with the NC Department of Commerce Rural Planning Center, the Development Services Director has identified several opportunities to highlight existing pedestrian and bicycle pathways; as well as plan for future walkability.

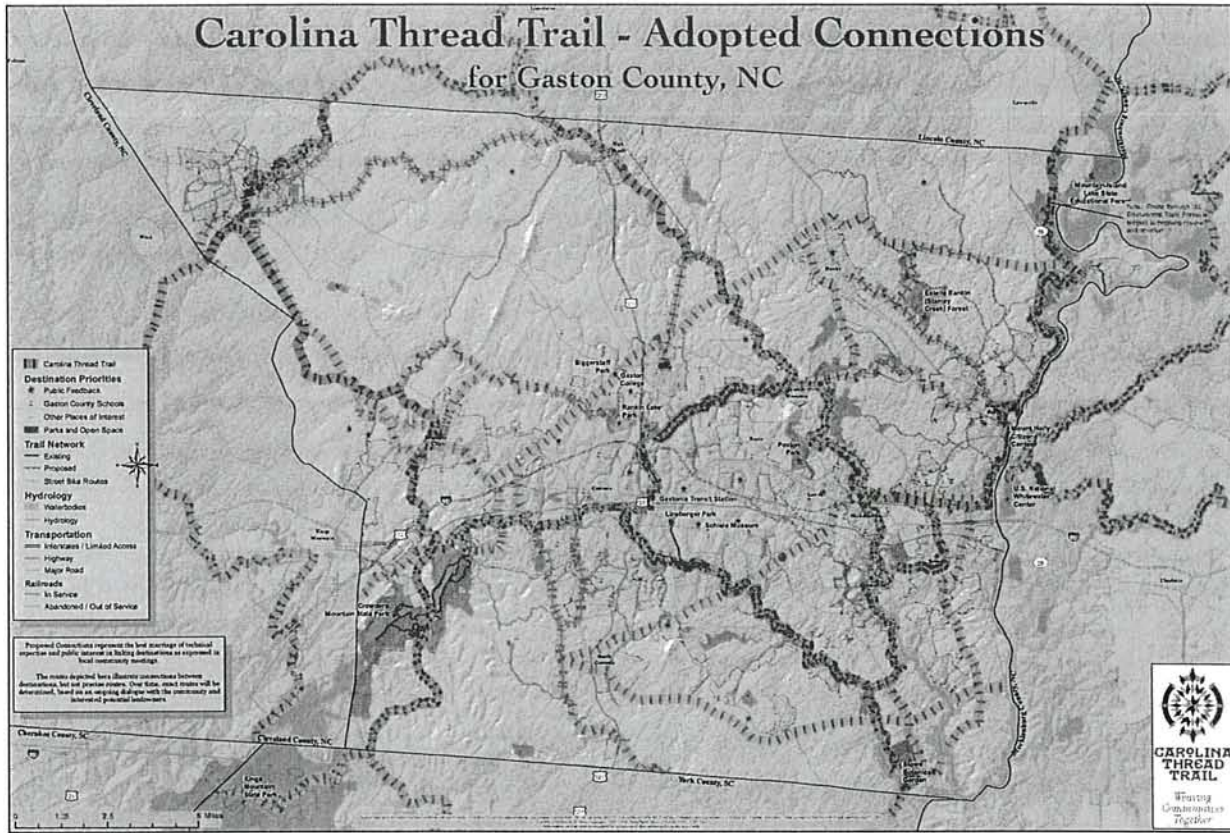
There is interest by the City of Gastonia to amend the Carolina Thread Trail Map and create a path going from Dallas Part, through the Town Square, and along the NC-279 widening project. Prior to submitting a formal amendment request, they are asking for Town support. The planned path would take advantage of our existing and funded sidewalk networks and would require very little, if any, additional infrastructure improvements by the Town.

NCDOT is also offering a grant to fund the creation of comprehensive bike and pedestrian plans. There are 2 options this year: a) an accelerated plan focusing on the identification and implementation of priority projects as they relate to identified transit corridors in the State Transportation Improvement Plan, and b) a comprehensive option that focuses on future planning for connectivity between neighborhoods, facilities, and destinations.

The Development Services Director is recommending the Carolina Thread Trail amendment, as well as applying for the NCDOT Planning grant funds for a comprehensive combined bike/pedestrian plan (option (b) above), estimated at \$40,000-\$50,000. If awarded the grant, the Town would be required to provide a 10% match, or \$4,000-\$5,000.

MANAGER'S RECOMMENDATION:

BOARD ACTION TAKEN:





FACT SHEET

THE CAROLINA THREAD TRAIL is a network of trails, greenways, blueways and conserved corridors that links 15 counties in North and South Carolina and is a collaborative project of unprecedented scale. The Thread Trail connects our region and places of interest, and conserves our most significant natural areas.

BACKGROUND In 2005, Foundation For The Carolinas and more than 40 community and business leaders participated in a discovery process to identify our region's most pressing environmental need. The process produced the vision of the Carolina Thread Trail, which launched in 2007.

PROJECT PARTNERS Catawba Lands Conservancy serves as the lead agency and Foundation For The Carolinas is the Thread Trail's philanthropic partner. The Thread Trail is a model for regional collaboration involving local governments, businesses, community groups and the region's land trusts.

FUNDING MODEL The Carolina Thread Trail was launched with a private capital campaign that continues to leverage local, state and federal funds. From this funding, implementation grants have been awarded and momentum is being created in communities across our footprint. Currently, there are 88 communities with connected, adopted master plans averaging 100 miles per county.



THE THREAD'S ROLE

The Thread Trail plays three roles to support its community partners:

- 1. COMMUNITY SUPPORT** Our team engages our communities in the planning and implementation of the Thread Trail, starting with countywide master planning. Once plans are adopted, we actively partner with communities on priority corridors to help them realize their vision for the Thread Trail.
- 2. FUNDING** Through private fundraising efforts, the Thread Trail grants funds to communities for planning, design, land acquisition and construction of trail segments. We also assist communities in attracting public funding and other private grants.
- 3. EXPERTISE** We enhance trail-building capacity across the region through our annual trail forum, a day of learning from experts and sharing best practices. We also provide mapping expertise to support the design and implementation of trails. By training volunteer leaders in sustainable trail building, The Thread coordinates a core of volunteers in building and maintaining natural surface trails.

QUICK FACTS

\$4.9 million in private grant awards to communities

15 counties with adopted Thread Trail master plans

88 local governments collaborating

260+ miles of trail and 170 miles of blueway open

BENEFITS


The Thread Trail offers communities and more than two million people the benefits of:


- Alternative Transportation
- Economic Development
- Recreation
- Connectivity
- Health and Wellness
- Water Quality and Quantity
- Conservation Corridors
- Public Access
- Wildlife Habitat

LEARN MORE

carolinathreadtrail.org

To learn more about the Carolina Thread Trail go to our website, call 704.376.2556 or connect with us via social media

 @carolinathreadtrail

 @threadtrail



Become a member! Donate \$50, \$100 or \$250 today for exclusive benefits



FIND TRAILS

carolinathreadtrailmap.org

LAND TRUST PARTNERS

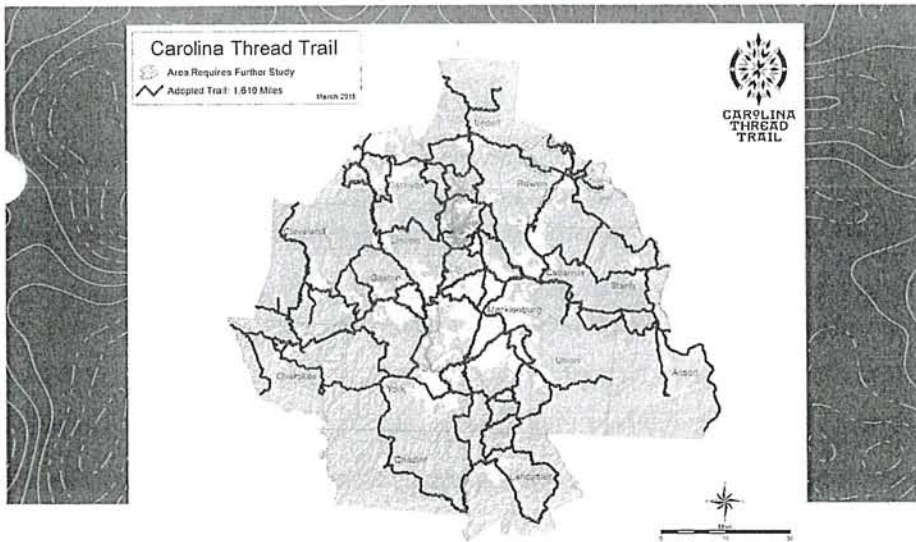
Catawba Lands Conservancy is the lead agency for the Carolina Thread Trail



- CATAWBA -
LANDS CONSERVANCY
LAND | WATER | FARMS | NATURE

Other land trust partners:

- Davidson Lands Conservancy
- Foothills Conservancy
- Katawba Valley Land Trust
- Land Trust for Central NC
- Nation Ford Land Trust



North Carolina

Anson

- Pee Dee River Blueway
- Rocky River Blueway

Cabarrus

- Bakers Creek/Eighth Street Greenway
- Buffalo Creek Preserve Trail
- Hector H. Henry II Greenway
- Harold B. McEachern Greenway
- Irish Buffalo Creek Greenway
- McEachern Greenway
- Myers Park Greenway
- Pharr Family Preserve Trail
- Riverbend Farm Trail
- Rocky River Blueway

Catawba

- Catawba River Blueway
- Claremont City Park Trail
- Conover City Park Trail
- Gateway Park Trail
- Heritage Trail Greenway
- Hickory Greenway
- Lyle Creek Trail
- Murray's Mill Trail
- Southside Park Trail

Cleveland

- First Broad River Trail
- Kings Mountain Gateway Trail
- Ridgeline Trail
- River Trail and Cottonwood Trail

Gaston

- Avon/Catawba Creek Greenway
- Backside Trail
- Bessemer City Park Trail
- Catawba River Blueway
- Catawba Riverfront Greenway
- Crowders Mountain Trail
- Goat Island Greenway
- Highland Rail Trail
- Mount Holly Linear Park Trail
- Mountain Island Park Trail
- Pinnacle Trail
- Ridgeline Trail
- Riverside Greenway
- South Fork River Blueway
- South Fork Trail
- Seven Oaks Preserve Trail
- Stuart Cramer High School Trail

Iredell

- Catawba River Blueway
- Dye Creek Greenway
- Girl Scouts, Hornets' Nest Council Trail
- Love Valley Trail
- Richardson Greenway
- Statesville Greenway
- Tomlison-Moore Park Trail

Lincoln

- Carolinas Medical Center Trail - Lincoln
- Catawba River Blueway
- Forney Creek Trail
- Marcia H. Cloninger Nature Preserve Trail
- Ramsour's Mill Trail
- Rock Springs Trail
- South Fork Rail Trail

Mecklenburg

- Bailey Road Park Trail
- Blythe Landing Park Trail
- Catawba River Blueway
- Clark's Creek and Mallaol Creek Greenway

Mecklenburg (cont.)

- Four Mile Creek Greenway - Matthews
- Independence Park Trail
- Irwin Creek and Stewart Creek Greenways
- Little Sugar Creek Greenway
- Long Creek Preserve Trail
- Lower McAlpine Creek Greenway/McMullen Creek Greenway/Four Mile Creek Greenway
- McAlpine Creek/Campbell Creek Greenway
- McDowell Creek Greenway
- South Prong Rocky River Greenway/Southeast Greenway/Davidson Greenway
- Toby Creek Greenway and Ruth G. Shaw Trail
- Torrence Creek Greenway
- West Branch Nature Preserve Trail
- West Branch Rocky River Greenway

Stanly

- Darrel Almond Community Park Trail
- The Falcon Trail
- Morrow Mountain State Park Trail
- Rock Hole Creek Trail and Oakboro Rail Trail
- Rocky River Blueway
- Roger F. Snyder Greenway

Rowan

- Gold Hill Rail Trail
- Granite Civic Park Trail
- Granite Lake Park Trail
- Salisbury Community Park Trail
- Salisbury Greenway

Union

- Mineral Springs Greenway
- Monroe Country Club Trail
- Twelve Mile Creek Greenway - Town of Waxhaw
- Rocky River Blueway

South Carolina

Cherokee

- Kings Mountain State Park National Battlefield Trail
- Limestone College Quarry Trail
- Overmountain Victory Trail at Lake Wheeler and Cowpens National Battlefield

Chester

- Landsford Canal Trail
- Rocky Creek Trail
- Wylie Park Trail

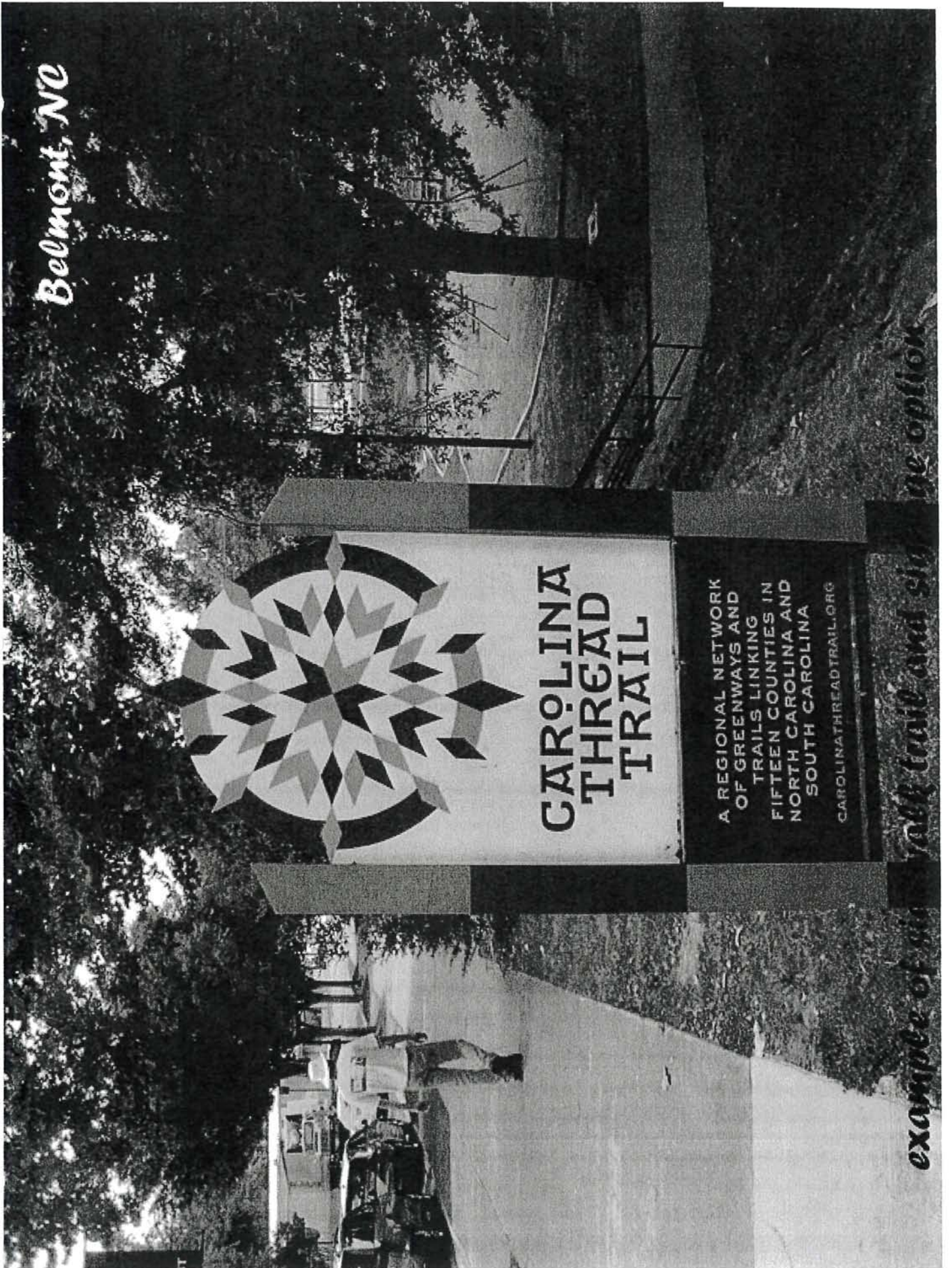
York

- Baxter Village Trail
- Blue Star Trail
- Cane Creek Park Trail
- Catawba Nation Greenway Trail
- Catawba River Blueway
- Hood Center Trail
- Manchester Meadows Trail
- Nation Ford Greenway
- Northside Greenway
- Riverwalk/Piedmont Medical Center Trail
- River Park Trail
- River Park Waterford Spur Trail
- River Park Wetlands Trail
- Tech Park Lakeshore Trail
- Waterford Golf Course Trail
- York Greenway

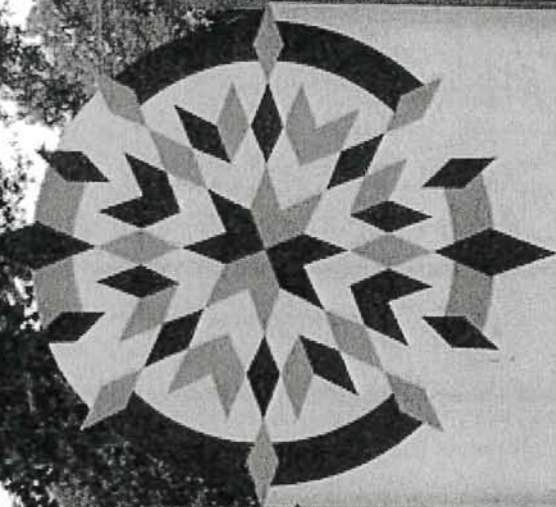
Laurester

- Andrew Jackson State Park Trail
- Catawba River Blueway
- Twelve Mile Creek Trail

and more miles to come...



Belmont, NC



**CAROLINA
THREAD
TRAIL**

A REGIONAL NETWORK
OF GREENWAYS AND
TRAILS LINKING
FIFTEEN COUNTIES IN
NORTH CAROLINA AND
SOUTH CAROLINA
CAROLINATHREADTRAIL.ORG

example of a multi-panel trail and sign

Benefits of Pedestrian/ Bike Pathways and the Carolina Thread Trail

Economic Impacts

Enhanced Ability to Attract and Retain Business

Information from industry professionals and site selection firms supports the significance of greenspace and trails for business development and attraction. The trail creates a strong draw for young professionals choosing to reside in or relocate to the area.

Increased Property Values

Homes in the affected area of the Carolina Thread Trail have increased in property value.

Outdoor Recreation Facilities Attract Tourists

The trail not only brings new visitors and tourists to the region and injects new dollars into the local economy, but also promotes connectivity between tourist destinations for visitors, as well as local residents.

Economic Benefits from Investment in Trail Construction

The cost to complete the Thread Trail will exceed **\$300 million**. Already, this investment has generated significant economic benefits, including jobs for the local communities and enhanced real estate values across the region.

Less Costly Cleanup of Polluted Water and Air

Reduced runoff associated with the greenway landscapes of the trail mitigates storm water management and treatment concerns. Additionally, the associated tree cover within the greenway contributes significantly to the air quality by removing tons of particulate matter per year. Encouraging and implementing these natural enhancements results in less costly cleanup of polluted water and helps reduce health costs from respiratory illnesses associated with air pollution.

Health Benefits

Facilitate Physical Activity

A landmark report by the U.S. Surgeon General found that "Americans can substantially improve their health and quality of life by including moderate amounts of physical activity in their daily lives." It also found that "health benefits appear to be proportional to the amount of activity; thus, every increase in activity adds some benefit."

The American Academy of Pediatrics released a report highlighting the impact of inactivity on the alarming increase of overweight children. The report underscores the importance of creating our communities in a way that children will engage in physical activity as a part of their daily lives.

"The Built Environment: Designing Communities to Promote Physical Activity in Children."

Benefits of Pedestrian/ Bike Pathways and the Carolina Thread Trail

Improve Psychological Health

A growing body of research suggests that mere contact with the natural world improves psychological health. Green settings have been shown to relieve feelings of anxiety and improve our ability to cope with stressful situations. In some cases, natural spaces provide therapy for conditions such as Attention Deficit Disorder and improve cognitive function and work performance. In addition, greenways, trails and parks provide safe places for kids to play, which is vital in brain development in young children.

Reduce Negative Health Effects Associated with Air Pollution

Greenways and trails serve as highways for alternative means of transportation. Therefore, automobiles are used less frequently, resulting in lower overall carbon dioxide levels. Additionally, increased tree density along these greenways mitigates air pollution by filtering pollutants out of the air, decreasing the number of respiratory illnesses experienced by many people.

Improve the Social Health of Communities

As a free, accessible community asset, the Thread Trail offers opportunities for recreation and exercise to everyone, including children, youth and families who might not be able to afford them elsewhere. Trails also provide a safe place for people to experience a sense of community and create stronger social and familial ties.

Decrease Frequency of Automobile Accidents

Greenways and trails also provide safe routes for pedestrians and bicyclists to travel. This separation from traffic can reduce the number of vehicle-pedestrian and vehicle-bicyclist related accidents.

Connecting Communities

Provide Neighborhood and Community Connections

The Thread Trail provides connections from the greenway for adjoining neighborhoods and social centers such as schools, churches, and other community facilities. It helps to reinforce the identity of neighborhoods through greenway design by incorporating public art, recognizing local history and creating landmark open spaces.

Reconnect the Children of our Community with Nature

So many of our children rely on indoor activities such as video games, television and the Internet for entertainment. By preserving green spaces from development, the Thread Trail provides safe places for our children to play outside and connect to the natural world.

Benefits of Pedestrian/ Bike Pathways and the Carolina Thread Trail

Promote Regional Thinking

As a tangible project that links people and places, the Thread Trail encourages communities, leaders and municipalities to build partnerships. It provides a framework and “pathway” for future regional initiatives and encourages communities to act locally while thinking regionally.

Environmental Benefits

Preservation of Natural Areas in the Face of Rapid Development

According to a 2007 report done by Environment North Carolina Policy and Research Center titled “Losing Our Natural Heritage: Development and Open Space Loss in North Carolina,” North Carolina’s signature woodlands, farmlands and open spaces are disappearing at an alarming rate. The Charlotte area will lose 30 percent of its natural areas by 2027, including nearly a quarter of its forest land, the highest rate of forest loss in the state. If these trends continue, the state’s treasured natural areas will disappear as vast tracts of land are developed into urban areas in the next twenty years. It is critical that our communities band together now to help preserve natural areas for the health and sustainability of future generations. The Open Space Protection Collaborative, led by the Catawba Lands Conservancy, commissioned UNC Charlotte’s Center for Applied GIS and the Urban Institute to develop a powerful web-based tool illustrating the loss of natural and rural landscapes in the region since 1973 and forecast future impacts of urban growth through 2030.

Improvement of Water Quality

Green space created by these natural corridors helps to mitigate storm-water runoff and encourage water table recharge. It also serves as a natural filter, trapping pollutants from urban runoff, eroding areas and agricultural lands in order to keep our water supplies healthy.

Improvement of Air Quality

Tree cover provided by trails contributes to air quality by removing substantial amounts of particulate matter and carbon dioxide from the atmosphere. Trails also encourage non-motorized means of transportation, which significantly reduce air pollutants. According to the North Carolina Public Interest Research Group’s (NCPIRG) Rob Thompson, “improving air quality is particularly important because communities across North Carolina are routinely put at risk by toxic pollution linked to serious health problems. These toxic pollutants are the worst of the worst and pose tangible threats to public health that must be addressed.”

Preservation of Wildlife Habitat

Greenways, trails and conservation corridors help to preserve habitat for many plants, insects and animals that are so important and unique to this region. Conserving the natural environment that surrounds us is an important piece of the legacy that we will leave behind for our children, grandchildren and great-grandchildren.



Do greenways boost Gaston's economy?

By William Poteat bpoteat@gastongazette.com

Posted Apr 27, 2018 at 2:07 PM

Updated Apr 29, 2018 at 9:50 AM

In Cramerton, work is expected to begin soon on a new stretch of greenway linking Goat Island Park to the South Fork Apartments community.

In Gastonia, plans are in place to link downtown with both Rankin Lake Park and the campus of Gaston College via the Highland Rail Trail.

And in Mount Holly, future pathways to take advantage of the town's proximity to the Catawba River are on the drawing boards.

The North Carolina Department of Transportation recently released a report detailing the positive impact that greenways can have on municipalities, ranging from sales tax revenues from businesses along the pathways, to health benefits from more walking and bicycling, to the economic boon to contractors actually building new pathways.

The DOT studied use patterns and impacts of the American Tobacco Trail in Durham, the Brevard Greenway in Transylvania County, the Duck Trail in Dare County and the Little Sugar Creek Greenway in Charlotte.

Each of these greenways is a point-to-point path, meaning they are used not just for recreation and for exercise but also as viable transportation corridors providing access to retail shopping, medical facilities, and employment opportunities.

The DOT study reported \$19.4 million in estimated revenue for local businesses along the four greenways, \$684,000 in estimated sales tax revenue from greenway-adjacent businesses, \$48.7 million in estimated business revenue from construction, and an estimated \$25.7 million in savings due to increased physical activity, less pollution, and fewer traffic injuries.



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*Please see www.kabbage.com for important disclosures



"There is no question that home property values increase along greenways," said Gaston Travel and Tourism Director Michael Applegate. "That's why we need to get more trails into our communities. We need to provide people not just with a place to exercise, but a practical way to get from Point A to Point B."

Such an A to B connection is one goal of the new Lakewood Greenway, a three-quarter mile path which will link the South Fork Apartments community to the large parking area on the east side of Goat Island Park and from there to the restaurants and retail stores in downtown Cramerton.

"The South Fork is one of the greatest natural resources we could possibly have," said Cramerton Mayor Will Cauthen. "It has literally shaped our town. Goat Island has become a regional travel destination and it has been a huge benefit to our downtown businesses."

Cramerton Parks and Recreation Director Eric Smallwood said the town is currently accepting bids for construction of the new greenway with the hope that work can begin by summer.

Smallwood added that he is hopeful the new pathway will be open to walkers and bicyclists in the late autumn, early winter of this year.

Bill Poteat, who never met a greenway he didn't like, may be reached at 704-869-1855.



Bicycle and Pedestrian Planning Grant Initiative Program Overview

The Bicycle and Pedestrian Planning Grant Initiative is a matching grant program that encourages municipalities to develop comprehensive bicycle plans and pedestrian plans. The Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) sponsor this grant. All North Carolina municipalities are eligible and are encouraged to apply. Counties with populations of less than 50,000 may apply on behalf of incorporated or unincorporated communities within their jurisdiction. Calls for proposals open annually.

Program Background

Communities throughout North Carolina have begun to place more emphasis on providing facilities for biking and walking. A desire for better modal choices, the demand for more walkable and bikeable communities and a focus on smart growth initiatives have combined to highlight the need for better, more complete bicycle and pedestrian transportation systems. Comprehensive planning documents are an integral part of developing these systems, and can guide both local and state efforts to improve conditions for bicycling and walking.

To encourage the development of comprehensive local bicycle plans and pedestrian plans, the NCDOT Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to fund plan development. This program was initiated through a special allocation of funding approved by the North Carolina General Assembly in 2003 along with federal funds earmarked specifically for bicycle and pedestrian planning by the TPB. The planning grant program was launched in January 2004, and it is currently administered through NCDOT-DBPT. Over the past fourteen grant cycles, 193 municipal plans have been selected and funded from 452 applicants. A total of approximately \$5.5 million has been allocated. Funding for 2019 is around \$450,000. Additional annual allocations will be sought for subsequent years.

Who Can Apply

All North Carolina municipalities are eligible and are encouraged to **apply for a bicycle or pedestrian planning grant. Counties with populations of less than 50,000 may also apply** on behalf of incorporated communities and/or unincorporated areas within their jurisdiction. Due to the limited amount of funding, counties with populations greater than 50,000 are not eligible to apply, nor are colleges/universities or other non-municipal entities. Applications submitted and received for previous grant cycles do not carry over — municipalities/counties must re-apply each year to be considered within the current process. Please note that all applications and relevant documents will be accepted via email only (see Application Instructions for more information).

Municipalities/counties who currently have bicycle plans and/or pedestrian plans, either through this grant program or otherwise, may also apply to update their plan provided it is at least five years old.

Smaller municipalities (below 10,000 population) are eligible to apply for a joint bicycle and pedestrian plan, but still have the option of applying for a stand-alone pedestrian or a standalone bicycle plan. Municipalities/counties with populations of 10,000 and over may choose to apply for funding to undertake either a bicycle plan or a pedestrian plan in any given fiscal year. Municipalities/counties may apply for funding for the other type of plan in subsequent years. Funding is intended to support the development of a comprehensive bicycle or pedestrian transportation plan. If neighboring municipalities

wish to file a joint application, please contact DBPT for instructions and guidance.

In addition to the traditional bike and pedestrian plans, DBPT recently opened up the application process for **project acceleration plans**. **Eligible for municipalities with a population of 5,000 or less**, these abbreviated plans will primarily focus on priority project identification and project implementation. Like the planning grants mentioned above, selection of these projects will be based on a competitive review process. (Note: there is a separate application for the project acceleration plans.)

not recommended by Development Services Director

Submitting an application for planning funds is a competitive process. However, an effort will be made to award grants based not only on the merit of the proposal but to achieve statewide geographic distribution as well. Consideration will be given to funding a cross-section of municipality types.

The Role of MPO's and RPO's

The relevant approval processes and procedures of MPO and RPO organizations should be followed by any municipality applying for funding. **A resolution by the local MPO and or RPO is required.** It is strongly encouraged that the appropriate resolution be sent in with the grant application (via email), which is due by 5:00 pm on November 2, 2018. Staff from the MPO or RPO may assist with preparation of the application and should also be part of the steering committee guiding development of the plan.

Important Dates

Key dates for the 2019 NCDOT Bicycle and Pedestrian Planning Grant Initiative are shown below. (Subject to change.)

Activity	Date
Issue Call for Proposals	August 17, 2018
Application submission deadline - 5:00 pm (Friday)	November 2, 2018
Awards Committee makes recommendations to NCDOT	January 2019
Board of Transportation gives approval	February 2019
Municipalities notified of award	February 2019
Municipal Reimbursement Agreement executed and Notice to Proceed issued	Within 6 months from award notification
Plan completion deadline	Within 12 to 18 months from Notice to Proceed

Plan Development

Plans will be developed by consultants that are prequalified by NCDOT. Also, a full-time permanent employee of the municipality must be assigned as project manager to oversee/coordinate the plan development. A task force/steering committee must also be formed to oversee development of the plan. This group should include relevant local staff, regional planning staff, advocates and representatives of stakeholder groups as well as a DBPT staff member. The level of funding provided to a municipality for



BICYCLE AND PEDESTRIAN PLANNING GRANT INITIATIVE

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF BICYCLE AND PEDESTRIAN TRANSPORTATION
AND TRANSPORTATION PLANNING BRANCH**

plan development will be determined by estimated cost and a matching grant formula.

Any plan developed with these funds will be comprehensive in nature and be a stand-alone plan. While NCDOT encourages the inclusion of bicycle and pedestrian elements in local comprehensive plans, transportation plans, land use plans, recreation plans, greenway and open space plans, etc., applications for funding to develop such elements is not within the scope of this grant.

An outline of required content standards for both traditional bicycle and pedestrian plans and the project acceleration plans has been developed to assure that plans are comprehensive in nature and to help the municipality/county identify all necessary bicycle or pedestrian needs, priorities and opportunities for improvements. (See documents under Content Standards for NCDOT Bicycle and Pedestrian Plans, (<https://connect.ncdot.gov/municipalities/PlanningGrants/Pages/Planning-Grant-Initiative.aspx>) - Note: **NEW/REVISED VERSIONS TO BE POSTED TO WEB SITE IN SEPTEMBER**

Completed plans can be found in this section:

<https://connect.ncdot.gov/municipalities/PlanningGrants/Pages/Grant-Recipients-and-Completed-Plans.aspx>

Matching Grant Formula

NCDOT planning grant funds will be provided on a sliding scale, based on municipal/county population, as shown in the table below. Neither in-kind services nor other state or federal funds from NCDOT can be used for local participation.

	Municipal Population	DOT Participation	Local Participation
*	Less than 10,000	90%	10%
	10,000 to 25,000	80%	20%
	25,000 to 50,000	70%	30%
	50,000 to 100,000	60%	40%
	Over 100,000	50%	50%

Estimated Costs

Average costs associated with the development of comprehensive bicycle and pedestrian plans vary greatly depending upon the size of the municipality/county and the complexity of issues to be addressed. A range of estimated costs for plans developed by consultants is shown below. The cost of all plans funded through this initiative shall be within these established ranges. After awardee notification, the specific cost of the plan will be determined through discussions between NCDOT and the municipality/county and through contract negotiations between NCDOT/municipality/county and the selected consultant.



BICYCLE AND PEDESTRIAN PLANNING GRANT INITIATIVE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
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Population	Estimated Consultant Costs
Less than 5,000 (Project Acceleration Plan)	\$25,000 to \$35,000
Less than 10,000	\$40,000 to \$50,000
10,000 to 25,000	\$45,000 to \$60,000
25,000 to 50,000	\$55,000 to \$70,000
50,000 to 100,000	\$65,000 to \$100,000
Over 100,000	\$85,000 to \$190,000

} 10% Town match

Staff costs and in-house services are not eligible for reimbursement with these grant funds. Allowable expenses include consultant costs associated with plan development and delivery; GIS/mapping services, as appropriate; preparation of technical illustrations and graphic design/layout of plan undertaken by consultant; non-staff costs associated with data collection and public involvement activities; and, printing/copying of plan and maps.

All electronic files, maps, technical illustrations, etc. produced with these funds will become the property of the NCDOT Division of Bicycle and Pedestrian Transportation and the funded municipality/county.

Selection Process

DBPT and key planning professionals will conduct a preliminary review of all applications for completeness and general appropriateness. Applications that pass the initial screening will then be reviewed by the Planning Grant Initiative Awards Committee. This group will include DBPT and individuals with professional experience in developing, administering, and/or implementing bicycle plans and pedestrian plans. These individuals will represent municipalities of varying sizes, MPO's and RPO's, COG's and other appropriate agencies and organizations. The Awards Committee will review each proposal and evaluate it based on the stated vision, goals and needs of the municipality; comprehensiveness of scope; understanding of issues and opportunities; level of local commitment; and, feasibility of successful plan completion. The Awards Committee will forward their recommendations to the NCDOT for final approval.

Selection Criteria

The Awards Committee will consider the following elements in evaluating applications for bicycle and pedestrian planning grant funds. For the project acceleration plans, the criteria will be similar but with a lesser focus on program and policy components.

- Identify critical local needs for planning and/or implementation of infrastructure improvements
- Identify targeted roadway, adjacent land and existing conditions for corridor plan that are most realistic for maximizing existing infrastructure and improving conditions
- Demonstrate an understanding of needs of the particular modal user (bicyclist, pedestrian)
- Recognize the need to serve diverse populations
- Focus on the development of a comprehensive bicycle or pedestrian transportation system
- Identify how having a bicycle or pedestrian plan would help improve the health of a community



- Assure assignment of appropriate level of staff to oversee / undertake plan development
- Consider policy issues and describe how multi-modal transportation needs will be incorporated into municipal processes
- Recognize the value of developing education, enforcement and awareness initiatives
- Demonstrate widespread local support including from elected local officials and stakeholders.
- Demonstrate an understanding of interrelationships with other adopted plans.
- Demonstrate involvement of local, regional and state organizations in plan development processes and current level of support (such as through support letters).
- Identify a realistic plan implementation strategy involving multiple resources and partners.

Conditions of Project Award

NCDOT will utilize prequalified on-call firms to prepare the bicycle and pedestrian plans. NCDOT maintains a select number of firms specializing in bicycle and pedestrian plans and studies. Described below are the overall process and primary responsibilities. Dates are estimates.

- In February/March 2019, DBPT will send the local government a municipal reimbursement agreement.
- NCDOT/DBPT maintains a short on-call list of experienced, pre-qualified consultants to prepare bicycle and pedestrian plans funded through the Planning Grant Initiative Program. DBPT staff will select a firm to prepare a community's plan whose skills match the needs of the local jurisdiction (with input from the local government when necessary). Consultant assignment will also be influenced by current workload/available staff. Final plan development cost will be negotiated between DBPT and the selected cost with final cost falling within the plan cost range noted earlier in this document.
- Agreements between the locality and NCDOT will be signed in April – June 2019. The locality will be responsible for the local match at this time.
- Plan start date is anticipated in July/August 2019.
- The consultant will be responsible for submitting quarterly progress reports to NCDOT.
- NCDOT-DBPT will handle all consultant invoicing and all other related documentation.
- The local government will establish the project steering committee consisting of local citizenry. A primary local contact will serve as the liaison between the locality, consultant and NCDOT.

As outlined above, the funded municipality/county must be willing to execute a legal agreement with the NCDOT prior to receiving funding. This agreement will outline the responsibilities of each party, the terms of reimbursement and the deliverables. This agreement must be executed within three months of being awarded the grant.

The municipality/county must be willing to submit the final plan to the Town/City/County Council or other approving authority for adoption.

It is anticipated that selected consultants will have twelve months from the date of receipt of an NCDOT



BICYCLE AND PEDESTRIAN PLANNING GRANT INITIATIVE

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written Notice to Proceed to complete the plan. Final timeframes will be determined during creation of agreements and finalization of consultant contracts.

Municipalities/counties must credit the North Carolina Department of Transportation for project participation in the plan document, in all press releases and other announcements and promotional materials related to the project.

All electronic files, maps, technical illustrations, etc. produced with these funds will become the property of the NCDOT Division of Bicycle and Pedestrian Transportation and the funded municipality/county. GIS files created for plan development must adhere to NCDOT's PBIN geodatabase standards (for more information see: <https://connect.ncdot.gov/projects/BikePed/Pages/PBIN.aspx>).

Additional Conditions of Project Award

According to General Statute legislation, NCDOT's Division of Bicycle and Pedestrian Transportation is required to produce an annual report on the implementation of projects identified in funded plans. **Therefore, local governments receiving funds for the development of bicycle and/or pedestrian plans will be required to annually respond to a project implementation survey.**

As stated in the legislation (§ 136-41.5): "The Division of Bicycle and Pedestrian Transportation of the Department of Transportation shall submit an annual report by May 15 on the progress of projects identified in plans (i) submitted to the Division over the 10-year period prior to the report and (ii) funded from Bicycle and Pedestrian Planning Grant funds. The Division shall submit the report required by this section to the chairs of the House of Representatives Appropriations Committee on Transportation, the chairs of the Senate Appropriations Committee on the Department of Transportation, and the Fiscal Research Division of the General Assembly."

Administration / Technical Assistance

Staff from the NCDOT Division of Bicycle and Pedestrian Transportation (DBPT) will be available to directly administer the grant process as described above. DBPT staff will also provide various forms of technical assistance, attend steering committee meetings and review/approve plan drafts throughout the plan development process.

How to Apply

The application deadline is 5:00 pm Friday, November 2, 2018

1. The application forms are available as a fillable PDF document. The applications are designed so that applicants can download the application form and complete the form electronically for submittal. Application form and relevant documents will be accepted in digital format only and should be emailed to Bryan Lopez at balopez@ncdot.gov, with subject title, 2019 Planning Grant Initiative Application – Your Municipality (or County) Name. Every effort should be made to convert any additional files to PDF format. (There is a maximum 25 megabyte application packet size for emailing per municipality).



2. Please use only the space provided to answer the questions. The 2019 *Planning Grant Application* and *Application Instructions* can be found in the right-hand column of the following page: (<https://connect.ncdot.gov/municipalities/PlanningGrants/Pages/Planning-Grant-Initiative.aspx>).
3. The signature of an authorized City/Town/County staff member is required in the space provided on the first page of the application for the proposal to be eligible for consideration (e.g. City/Town/County Manager, Administrator, Mayor, etc.). Please also print the name and title of this signatory in the space provided. The first page should then be scanned and either added to the application or included as a separate document.
4. A resolution from the municipality is required. A resolution from an MPO or RPO, as appropriate, is also required. Arrangements should be made far enough in advance to allow time to acquire the appropriate resolution so that it may be sent in with the application.
5. Other specific information on how each application packet should be formatted may be found under "Submission Instructions" section of the *Application Instructions* document (<https://connect.ncdot.gov/municipalities/PlanningGrants/Pages/Planning-Grant-Initiative.aspx>)
6. Applications will be accepted via e-mail only.
 - Maximum application packet size per municipality must be no larger than 25 megabytes.
 - Completed application form and relevant scanned documents should be converted to PDF format.
 - Online/links references to large files like maps is preferred.

Email to:Bryan Lopez at balopez@ncdot.gov

Subject: 2019 Planning Grant Initiative Application – Your Municipality Name

For questions:

Bryan Lopez, 919.707.2606

NORTH CAROLINA

GASTON COUNTY

EMERGENCY SEWER CONNECTION AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 2018, by and between the CITY OF GASTONIA, hereinafter referred to as "Gastonia", and the TOWN OF DALLAS, hereinafter referred to as "Dallas", both being North Carolina municipal corporations located in Gaston County, North Carolina;

WITNESSETH:

WHEREAS, both Gastonia and Dallas maintain independent wastewater treatment systems for the use and benefit of their respective citizens; and

WHEREAS, although both cities have sewer systems, Dallas desires to provide for a means to treat its wastewater flows in the event of a temporary interruption in its wastewater treatment service; and

WHEREAS, by utilizing existing connections between the two sewer systems, Gastonia would have the ability to treat Dallas's wastewater flows on a short term basis during periods of extreme emergency; and

WHEREAS, the cities desire to enter into this agreement to specify the types of emergencies for which Gastonia will treat Dallas's wastewater flows; to provide for the allocation of the expenses required to make the connection; to fix prices for which such wastewater flows will be treated, and to set forth the method by which the connection between the two cities may be opened; and

NOW, THEREFORE, for and in consideration of the premises and the things herein agreed to be mutually and performed, the parties do hereby covenant and agree as follows:

1. **Purchase and Sale.** Dallas agrees to buy from Gastonia and Gastonia agrees to sell to Dallas sanitary sewer treatment services on an emergency basis as defined herein. The wastewater treatment service being sold by Gastonia shall at all times meet the standards for treatment of wastewater as promulgated pursuant to the terms of the Clean Water Act at 33 USCA Sections 1251 through 1387, all as amended from time to time, which standards have been adopted by the State of North Carolina Department of Environmental Quality, under which standards Gastonia treats wastewater at its wastewater treatment plants.
2. **Construction of Sanitary Sewer Lines and Appurtenances.**
 - a) Gastonia shall enter into a contract for the construction and installation of the sanitary sewer appurtenances necessary to provide the metering facility interconnection ("Interconnection") between the sanitary sewer systems of the parties. The Interconnection shall include a metering manhole, a meter, a sampling location, valve, SCADA instrumentation, and other related appurtenances which shall be capable of measuring and controlling the wastewater flows treated by Gastonia. All further references to "Interconnection" in this agreement shall be understood to refer strictly to the equipment listed in the previous sentence. Each party shall be responsible for any improvements needed to their respective sanitary sewer lines connecting to the Interconnection.

b) All plans and specifications for construction of the Interconnection shall be reviewed and approved by the parties prior to the solicitation of bids. During the course of construction, any proposed change orders to the Interconnection project shall also be reviewed and approved by both parties prior to their being authorized.

c) The parties acknowledge that they have obtained an estimate of the costs of construction of the Interconnection in the amount of \$162,000. If the bids actually received by Gastonia exceed such estimate, either party may terminate this agreement upon 10 days written notice to the other party so long as such notice is received prior to the award of contract. Prior to termination of the agreement, the parties may enter into negotiations to consider acceptance of a contract proposal in excess of \$162,000.

d) Upon completion of construction, Dallas shall reimburse Gastonia for all costs associated with the Interconnection, said cost not to exceed \$162,000 or some other amount determined through negotiations that may occur as noted in section 2.c). Gastonia shall submit a detailed invoice to Dallas for such costs which shall be due and payable within sixty (60) days of the date of such invoice.

3. **Ownership.** From and after the completion of construction, each party shall own and be responsible for the maintenance of the sanitary sewer lines located on that party's side of the metering manhole. Gastonia shall own and be responsible for the maintenance of the metering manhole, the meter, the valve, the sampling location and SCADA instrumentation.

4. **Emergency Operation.**

a). Dallas agrees that the Interconnection valve will be maintained in a locked position with Gastonia being in exclusive control of the valve. The valve shall only be able to be opened by Gastonia's Director of Public Utilities or his/her designated representative. The valve shall be activated in accordance with the Valve Operation Protocol as it may be amended from time to time, a copy of which is attached hereto and incorporated by reference. Gastonia agrees to keep Dallas informed of the individual designated to control the valve and of the telephone numbers where that individual can be reached should an emergency occur. Gastonia shall give Dallas prior written notice of any amendments to the Valve Operation Protocol. This meter will be connected to the SCADA system so that Gastonia and Dallas will be apprised of the flow.

b). Dallas agrees that the valves shall only be opened at the request of Dallas for an event of extreme emergency, which because of its unforeseen and dire nature causes a sudden and major interruption in the Dallas's ability to treat its wastewater flows. An extreme emergency shall be defined as a situation where due to a structural or mechanical failure or due to weather events or high flows, Dallas' Wastewater Treatment Plant is unable to treat all or a portion of the wastewater the facility receives.

c). This connection shall only be used by Dallas to convey wastewater of a type Dallas normally receives at its treatment influent. Dallas shall not use this connection to convey to Gastonia known or suspected hazardous substances, hauled wastewater, chemicals, digester materials, or concentrated wastewater solids.

d). Dallas shall indemnify, defend and save Gastonia harmless from and against any and all claims, losses, injuries, liabilities and costs or expenses arising out of or resulting in any way from a conveyance of substances listed in subsection (c) above.

5. **Price of Wastewater Treatment.**
- a.) Gastonia agrees to provide wastewater treatment services pursuant to this Agreement to Dallas at a rate of 1.3 times the current Municipal Wholesale Rate based upon the volume used by Dallas. Dallas shall pay to Gastonia the monthly availability charges for the meters installed as part of the Interconnection whether or not Dallas purchases wastewater treatment services for such month. At such time that Dallas becomes an exclusive sewer customer of Gastonia, the sewer volume rate will become the Municipal Wholesale Rate.
- b.) Gastonia shall inspect and test the meter from time to time. If during any period in which Gastonia receives wastewater flow from Dallas, the meter is inaccurate or nonoperational, the amount of wastewater flow received during the period of metering point failure shall be billed as follows: In the event of a mechanical or other failure that does not occur during an atypical high flow event, the flow shall be calculated based on the average daily flow of Dallas' wastewater treatment plant for the 30 days prior to the use of the emergency interconnection. If the interconnection is utilized during an atypical high flow event, the volume shall be 1.4 million gallons per day.
6. **Maximum Flow Limit.** When flow is being conveyed to Gastonia, Dallas shall take steps to equalize the flow rate as much as practical. In no case shall the total flow exceed 0.6 MGD as measured on a rolling 24 hour basis or 1,000 gpm for any one hour period, as measured at the metering point. In the event Dallas exceeds said flow limit, Gastonia shall have the right to either curtail Dallas's discharge beyond the maximum flow limit or increase the rate charged to Dallas for the amount of wastewater treated which exceeds the maximum flow limit, said rate not to exceed 1.9 times the then current Municipal Wholesale Rate.
7. **Term.** The term of this Agreement shall be ten (10) years from the date of execution hereof, unless sooner terminated as herein provided. Either party hereto may, at any time prior to the beginning of the ninth (9th) year of the term of this Agreement, give notice to the other party of its desire to renew this Agreement, and, upon the giving of such notice, the parties hereto shall negotiate in good faith with reference to a renewal of this Agreement either in its current form or in a modified form.
8. **Invoicing.** Billings for wastewater treatment supplied hereunder shall be rendered and paid monthly. A "month" shall mean the period between any two regular consecutive billing period readings of the meter measuring the quantity of wastewater flow in Gastonia's system.
9. **Industrial Pretreatment Program.** Customer shall be subject to all of the provisions of Gastonia's Sewer Use and Industrial Pretreatment Ordinance in effect at the time of execution of this Agreement and as they may be amended from time to time. If or when deemed appropriate by Gastonia, Dallas may be permitted as a significant industrial user and subject to Gastonia's Sewer Use and Industrial Pretreatment Ordinance in the same manner as all other significant industrial users. Customer shall adopt, administer and diligently enforce a sewer use ordinance and pretreatment program which is no less stringent and is as broad in scope as the sewer use ordinance of Gastonia. Dallas shall keep Gastonia informed of new or changed industrial wastewater discharges within Dallas' system.
10. **Force Majeure.** In the event either Gastonia or Dallas is unable, in whole or in part, by reason of force majeure to carry out its obligations, other than to make payments for wastewater treatment services received, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied upon, then the obligation of Gastonia or Dallas, so far as each may be

affected by such force majeure, shall be suspended from performance hereunder during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible, be remedied with all due speed. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, war blockades, riots, landslides, droughts, storms, floods washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage, accident to machinery and equipment and sanitary sewer lines, inability to obtain rights-of-way or permits or materials and equipment and supplies, and any other cause not within control of Gastonia or Dallas, which by the exercise of reasonable diligence by Gastonia or Dallas, is not preventable.

11. **Waivers.** Neither the failure nor delay on the part of either party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, and no custom or practice at variance with the terms of the Agreement shall constitute a waiver of the right of either party to demand exact compliance with such terms.
12. **Invalid Terms.** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect.
13. **Controlling Law/Successors Bound.** This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of North Carolina and shall be binding upon and inure to the benefit of the successors and, with consent of the other party, the assigns of either party hereto.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
15. **Notices.** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such a notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO TRU:

City Manager
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

Public Utilities Director
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

TO THE CUSTOMER:

Town Manager
Town of Dallas
210 N. Holland Street
Dallas, NC 28034-1625

Public Works Director
Town of Dallas
210 N. Holland Street
Dallas, NC 28034-1625

- 16. **Entire Agreement.** This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertake and agreements, whether oral or otherwise.
- 17. **Amendments.** This Agreement may be amended only by an instrument in writing executed by both parties hereto.
- 18. **Termination.** At any time after the completion of construction and the payment of the required reimbursement, this Agreement may be terminated by either party by giving one (1) years written notice of its intent to so terminate.
- 19. **Iran Divestment Act.** Both parties hereto certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their Mayors and attested by their Clerks and their corporate seals to be hereto affixed, all as of the day and year first above written.

CITY OF GASTONIA

By: _____
Walker E. Reid III, Mayor

ATTEST:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the City of Gastonia and is acquainted with Walker E. Reid III who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

TOWN OF DALLAS

By: _____
Rick C. Coleman, Mayor

ATTEST:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

Finance Director
Town of Dallas

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the Town of Dallas and is acquainted with Rick C. Coleman who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

Standard Operating Instruction – WWEMS-0100.031	
Name: Town of Dallas / City of Gastonia TRU Emergency Sewer Connection Valve Operation Protocol	
Prepared and Approved By:	Revision #: 0 Revision Date: 7/26/2018
Stephanie Scheringer, TRU Wastewater Treatment Division Manager	Page 1 of 2

Pursuant to the emergency sewer service contract in place between Gastonia and Dallas, every attempt will be made by Gastonia’s Two Rivers Utilities (TRU) to accommodate requests from Dallas to divert flow to the TRU Sewer System. The emergency interconnect valve will be in the closed position until such time that a request has been made and approved for flow to be diverted.

A request to divert flow **must be made by direct contact from Dallas to TRU Staff** by telephone conversation and email follow-up. Below are staff authorized by Dallas and TRU to make and respond to requests to operate the emergency interconnect. Staff should be contacted in this order. If a staff member is not able to answer, a voice mail is to be left and the next person on the list should be called immediately:

Town of Dallas Authorized Personnel			
Name	Title	Phone	Email
Primary 1: Jon Page	WWTP ORC	M 727-277-7865 O 704-922-0517	jpage@dallasnc.net
Primary 2: Michael Stafford	Operator	M 980-925-3932 O 704-922-0517	mstafford@dallasnc.net
Alternate 1: Brad Anthony	ORC Backup	M 704-214-6988 O 704-922-0517	banthony@dallasnc.net
Alternate 2: Bill Trudnak	Public Works Director	M 704-860-3368 O 704-922-9961	btrudnak@dallasnc.net
Two Rivers Utilities Authorized Personnel			
Name	Title	Phone	Email
Primary 1: Charlie Graham	WW Asst Div Mgr - Operations	M 704-214-9142 H 704-674-4402	charlieg@tworiversutilities.com
Primary 2: Stephanie Scheringer	WW Treatment Div Manager	M 704-214-9159 H 704-671-2781	stephanies@tworiversutilities.com
Alternate 1: David Shellenbarger	WW Asst Div Mgr - Compliance	M 704-214-9145 H 704-394-5192	davids@tworiversutilities.com
Alternate 2: Doug Barker	Treatment Plant Supervisor	M 704-214-9146 H 704-813-2595	dougb@tworiversutilities.com
Alternate 3: Joe Albright	Public Utilities Director	O 704-869-1929 M 704-214-9039	joca@cityofgastonia.com
Alternate 4: WWT On-Call Staff	Assigned Personnel Varies	M 704-214-9144	N/A

Name: Town of Dallas / City of Gastonia TRU Emergency Sewer Connection Valve Operation Protocol Number: WWEMS-0100.031	Revision #. 0 Revision Date: 7/26/2018 Page 2 of 2
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Process:

1. **Dallas makes initial request:** Dallas will adhere to the flow limitations as listed in the most current version of the Emergency Sewer Agreement.
2. **TRU evaluates situation:** Dallas shall provide TRU access to observe the Dallas Wastewater Treatment Plant Influent flow prior to making a final decision as to whether the flow can be accepted as well as to set up and start an automatic sampler (if necessary).
3. **TRU responds to Dallas:** TRU will respond to Dallas' request within one hour of TRU receiving the request, advising whether flow can be accepted and the time the interconnect valve will be opened.
4. **TRU opens Valve:** TRU will open the valve and notify Dallas that it is open prior to Dallas' diversion of flow into the emergency interconnect line.

Declining Acceptance: Under the following adverse conditions, TRU may be forced to decline to accept flow from Dallas:

- a. A failure or obstruction of the sewer line or appurtenances leading from Dallas to Long Creek Wastewater Treatment Plant or an equipment failure at the Long Creek Wastewater Treatment Plant.
- b. The flow to be diverted is believed to contain hauled waste, hazardous waste or toxic material:
 - i. For example, if the Dallas Wastewater Treatment Plant has experienced a slug load that upset the biological processes or the wastewater visibly contains prohibited substances, such as oil or fuel that may result in a biological process upset at Long Creek.
 - ii. In the event that Dallas disagrees with TRU's assessment, TRU will collect appropriate samples for analysis and mutual review. TRU will invoice Dallas for the actual cost of such testing.
- c. The instantaneous influent flow reading at the Long Creek Wastewater Treatment Plant is greater than 22 mgd for the previous one hour period and flow is currently being diverted into the secondary emergency holding pond at TRU's Catawba Pump Station.
- d. Force majeure conditions as listed in the Emergency Sewer Agreement.

In all other cases, TRU shall open the sewer interconnect valve and treat the Dallas flow at the Long Creek Wastewater Treatment Plant.

5. Ceasing Wastewater Discharge:

- a. During periods of time that Dallas is discharging flow to TRU, if at any time the conditions as outlined above are experienced, TRU shall notify Dallas (per the contact list above) that flow must be ceased. One hour after the notification, TRU will close the interconnect valve.
 - b. At any time during discharge to TRU, Dallas may cease to divert flow. Once this occurs, Dallas is to notify TRU within one hour of ceasing flow and TRU will then close the emergency valve.
6. **Periodic Testing:** To ensure the emergency interconnect valve remains in good working order, it will be tested at least twice per year. TRU staff shall coordinate this activity with Dallas staff at least one day in advance to ensure it is performed at a mutually convenient time.

§ 160A-457. Acquisition and disposition of property for redevelopment.

In addition to the powers granted by G.S. 160A-456, any city is authorized, either as a part of a community development program or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law, to exercise the following powers:

- (1) To acquire, by voluntary purchase from the owner or owners, real property which is either:
 - a. Blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth;
 - b. Appropriate for rehabilitation or conservation activities;
 - c. Appropriate for housing construction or the economic development of the community; or
 - d. Appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open space, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development;
- (2) To clear, demolish, remove, or rehabilitate buildings and improvements on land so acquired; and
- (3) To retain property so acquired for public purposes, or to dispose, through sale, lease, or otherwise, of any property so acquired to any person, firm, corporation, or governmental unit; provided, the disposition of such property shall be undertaken in accordance with the procedures of Article 12 of this Chapter, or the procedures of G.S. 160A-514, or any applicable local act or charter provision modifying such procedures; or subsection (4) of this section.
- (4) To sell, exchange, or otherwise transfer real property or any interest therein in a community development project area to any redeveloper at private sale for residential, recreational, commercial, industrial or other uses or for public use in accordance with the community development plan, subject to such covenants, conditions and restrictions as may be deemed to be in the public interest or to carry out the purposes of this Article; provided that such sale, exchange or other transfer, and any agreement relating thereto, may be made only after approval of the municipal governing body and after a public hearing; a notice of the public hearing shall be given once a week for two successive weeks in a newspaper having general circulation in the municipality, and the notice shall be published the first time not less than 10 days nor more than 25 days preceding the public hearing; and the notice shall disclose the terms of the sale, exchange or transfer. At the public hearing the appraised value of the property to be sold, exchanged or transferred shall be disclosed; and the consideration for the conveyance shall not be less than the appraised value. (1977, c. 660, s. 1; 1983, c. 797, ss. 1, 2.)

that could be quantified through market extraction for adjustment. Therefore, no adjustment was made for size/shape.

Topography:

As shown in the site description section of this report the topography of the subject property is mostly level with a slope to the drainage area. Compared to the listed land sales, I found no adverse topography characteristics that could be quantified through market extraction, for adjustment. Therefore, no adjustment was made for topography.

Zoning:

After reviewing the comparable sales zoning, compared to the subject property, I have concluded that they are similar and have no adverse characteristics that could be quantified through market extraction for adjustment. Therefore, no adjustment was made for zoning.

Location:

After analyzing the comparable sales demographics profile, proximity and ease of access to transportation systems, and quality and availability of commercial centers, community services and amenities, I have concluded that Sale #2 has superior traffic counts and is in an area of higher real estate values; therefore, a downward adjustment was made.

Utilities:

After analyzing the provided utilities of the subject property compared to the comparable sales, I have concluded that they are similar and have no adverse characteristics that could be quantified through market extraction for adjustment. Therefore, no adjustment was made.

Conclusion:

The *land sales adjustment grid* shows the adjustments made to each of the land sales. These sales provide a good indication of the value of the subject property on a price per unit basis. Being land sales with similar physical, locational, and overall general similar characteristics as the subject property provide supportable comparison with relatively minimal required adjustment.

The adjustments made were intended to reflect the reactions of market participants to differences, strengths and weaknesses of the comparable land sales. A potential buyer for the subject property "as if vacant" would consider the listed sales comparables as reasonable indications of the value for the subject. The reconciled price per acre is \$308,000 (rounded), therefore the following calculation applies: \$308,000 per acre X 0.25 acre = \$77,000.00. (Rounded) The concluded value is considered reasonable and supported by the market. This is the result of the site value "as if vacant". With the "shell" poor condition structure in place, I must account for the cost to obtain a vacant site. I personally interviewed two general contractors with experience in the removal of structures. From my interviews, I conclude that the cost to remove the subject structure would be in the range of \$40,000.00. This cost does not include any additional permits for environmental hazard removal, utility disconnects, or sidewalk closure costs – if required. The contractors indicated that the estimate is for the demolition and removal of all debris, to provide a vacant site for redevelopment. Therefore; the "as is" fee simple, market value of subject, via the sales comparison approach, as of the date of inspection is \$37,000.00 (77000 – 40000) Rounded.

MILES HAMRICK

Appraisal Services, Inc.

188 Double Oaks Road, Gastonia, N.C. 28056 (704) 864-4166 / FAX: (704) 413-3017 miles@milesamrick.com

October 17th, 2017

Client: Town of Dallas
210 North Holland Street
Dallas, NC 28034
Attn: Maria Stroupe

Subject: Parcel 132159, 130 West Trade Street, Dallas, NC 28034.

Dear Mrs. Stroupe,

As you requested, in the purchase order dated 09/19/2017, I have completed the attached appraisal report. The property appraised consisted of one building, commercial property in transition - all on a 0.25-acre site. I inspected the property 10/12/2017 and found the unit vacant. The date of inspection will be considered the date of the appraisal.

The purpose of this appraisal is to estimate the as is market value of the fee simple interest in the property. The intended use of the appraisal is to assist in marketing decisions of the property. The intended user(s) of this report are the listed clients only and their legal representatives.

The appraisal conforms to the Uniform Standards of Professional Practice (USPAP), dated January 1, 2016, Standards 1 and 2-2(a) and is reported in an *appraisal report* format. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

My conclusion is that as of the effective date of the appraisal, 10/12/2017 the market value of the fee simple interest for the subject is \$37,000.00 (rounded) "As Is".

Thank you for the opportunity to be of service to you in this matter.

Sincerely,



Miles L. Hamrick, Sr., MAI, AI-GRS

NC General Certified Real Estate Appraiser NC A2003 - Expires 06/30/2018

SC General Certified Real Estate Appraiser SC 877 - Expires 06/30/2018

MILES HAMRICK*Appraisal Services, Inc.*

188 Double Oaks Road, Gastonia, N.C. 28056 (704) 864-4166 / FAX: (704) 413-3017 miles@mileshamrick.com

November 6th, 2017

Client: Town of Dallas
 210 North Holland Street
 Dallas, NC 28034
 Attn: Maria Stroupe

Subject: Parcel 132159, 130 West Trade Street, Dallas, NC 28034.

Dear Mrs. Stroupe,

As you requested, in the purchase order dated 09/19/2017, I have completed the attached revised appraisal report. The property appraised consisted of one building, commercial property in transition - all on a 0.25-acre site. I inspected the property 10/12/2017 and found the unit vacant. The date of inspection will be considered the date of the appraisal.

The purpose of this appraisal is to estimate the as is market value of the fee simple interest in the property. The intended use of the appraisal is to assist in marketing decisions of the property. The intended user(s) of this report are the listed clients only and their legal representatives.

The appraisal conforms to the Uniform Standards of Professional Practice (USPAP), dated January 1, 2016, Standards 1 and 2-2(a) and is reported in an *appraisal report* format. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

My conclusion is that as of the effective date of the appraisal, 10/12/2017 the market value of the fee simple interest for the subject is \$22,000.00 (rounded) "As Is".

Thank you for the opportunity to be of service to you in this matter.

Sincerely,



Miles L. Hamrick, Sr., MAI, AI-GRS

NC General Certified Real Estate Appraiser NC A2003 - Expires 06/30/2018

SC General Certified Real Estate Appraiser SC 877 - Expires 06/30/2018

Took avg. of
 attached appraisals
 and further reduced
 by \$15,000 for demo
 costs to arrive at
 \$30,000.

STATE OF NORTH CAROLINA
COUNTY OF GASTON

DOWNTOWN DEVELOPMENT PROJECT AGREEMENT

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

WITNESSETH:

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

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

(TO BE PROVIDED SAMMY’S PUB OF DALLAS)

~~The Town agrees to provide an additional 10 feet of property in the rear of Tract #1 which shall be included and combined with Tract #1 for purposes of outdoor dining. This additional property shall be conveyed to OWNER at no additional cost except OWNER shall be responsible for cost of subdivision and/or recombination, legal description, drawing of easements, deeds including restrictions and plats, and recording of all easements, deeds, and plats.~~

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 \$7722,000.00, 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.
- ~~e. The OWNER will immediately, without delay, undertake the properly permitted demolition of the existing building located at 130 W Trade Street within ninety (90) days of the closing.~~
- ~~d.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.

e.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.

f.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.

g.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.

h.g. _____ The TOWN will construct and develop public facilities and other amenities as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on adjacent TOWN owned property. The construction and development of the TOWN owned public facilities 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 within six (6) months of the OWNER'S completion of the proposed development. 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.

i.h. The TOWN and OWNER will coordinate and schedule the renovation, construction and development of the projects outlined in the above paragraphs to the extent possible so that the project undertaken by the TOWN will be completed within 6 months of the completion and operation of the project undertaken by the OWNER.

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 will commence demolition within ninety (90) days after closing.~~ 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 \$7722,000.00, 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:
- | | |
|---|---|
| <p>To the TOWN:</p> <p>Town of Dallas Manager
210 Holland Street
Dallas, NC 28034</p> | <p>To the OWNER:</p> <p>Mr. Jim Bailey
—————1196 Noles Dr.
Mt Holly, NC 28120</p> |
|---|---|
16. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
17. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
18. **Recording.** The TOWN shall record the Downtown Development Project Agreement with the Gaston County Register of Deeds within fourteen (14) days of the execution of this Agreement. The burdens are binding upon, and the benefits of the Downtown Development Project Agreement shall inure to, all successors to interest to the parties of the Agreement

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

EXECUTED this ____ day of _____, 20__.

TOWN

Town of Dallas

By: _____

Maria Stroupe, Town Manager

Rick Coleman, Town Mayor

OWNER

Sammy's Pub of Dallas, Inc.

By: _____

Jim Bailey, President

Dallas Property Holding, LLC

By: _____

Jim Bailey, Managing Member

ATTEST:

Town Clerk

Approved As To Form and Legality

Town Attorney

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT "A"

1. T
 he Town shall develop, construct, and build a public facility and other amenities on the property located at 210 N. Holland Street, Dallas, NC. ~~The public facility and amenities shall consist of a picnic shelter and recreation facilities, including but not limited to: corn hole area.~~—The public facility and other amenities shall be open to the public and designated as a Town of Dallas public park.
2. I
 n 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.
3. T
 he 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.
4. T
 he Town shall seek and obtain a variance from the existing City Ordinance to allow a zero foot front setback along a major thoroughfare.
5. T
 he Town shall provide an enclosed dumpster site for use by the restaurant