

Town of Dallas
Agenda
February 12, 2019
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Allen Huggins

Darlene Morrow

Stacey Thomas

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

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**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
JANUARY 08, 2019
6:00 PM**

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

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

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

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Cearley made a motion to approve the agenda as presented, seconded by Alderwoman Thomas, and carried unanimously.

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

Recognition of Citizens:

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

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

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

Consent Agenda:

Acceptance of Service Proposal for Tree Ordinance (Exhibit A)

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

Black History Month Proclamation (Exhibit C)

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

Special Events & Requests for In-Kind Services: NONE

Public Hearings:

Item 6A was a Public Hearing for Downtown Development Agreement for 130 W. Trade St. This public hearing is a continuation from the meeting on December 11, 2018. This item was continued from the December 11th, 2018 Board of Aldermen Meeting. As discussed at the September 24th Work Session, Mr. Jim Bailey has decided to renovate and save the building at 130 W. Trade St., if purchased. This decision triggered a change in the purchase price of the building, necessitating a change in the Downtown Development Project Agreement. The appraised value of the building in the previous agreement reflected a reduction in value to provide for demolition of the building. This change required that the purchase price in the Agreement be changed to \$77,000, which is the appraised value of the building without the demolition provision reduction. Mr. Arthurs, attorney for Mr. Bailey, addressed the Board stating that the the phase II inspection is a required part of the financing to renovate the building since some questionable items came up on the phase I inspection that was performed. Board Members were asking questions surrounding the inspection since Mr. Bailey asked at a December 11th meeting for the Town to pay for the inspection with the costs being approximately \$9600. Mayor Coleman asked if any audience members had any questions and/or comments. Audience member Mr. Kendrick stated that the Town should not pay for the inspection since it was his understanding from attending previous meetings that Mr. Bailey had his own money for the project. Mr. Bailey stated that he always had intentions to borrow money but not utilizing the Town's money due to the many restrictions. Audience member Mike Fields stated that cost of testing still leaves the Town positive from the original contract price versus the current amount and he believes the Town should pay for the inspection. Audience member MaryAnn Albright questioned whether the Town could sell with this pending issue, concerns about EPA, and she believes the Town should pay for the inspection. During the discussions, it was stated by the Town Attorney Mr. Hunn that the phase II inspection was a lending requirement and not a legal requirement for the Town to sell the property. The property in question was under contract before with no need to have phase inspections and the restaurateur spent their own money performing their due diligence before the contract was signed. Mayor Coleman stated that Mr. Bailey should commit to what he says because he has changed the scope of the contract by reducing the number of employees, reducing the size of the building, and changing other items that he originally stated he would do. He also stated that Mr. Bailey previously stated that he didn't want any Town money so he should be willing to pay for his own inspections instead of asking the Town to pay for it. Some board members stated that the Town should pay for the inspection since it was an item of concern with knowledge of the business in the location that could hinder the sale of the property and other board members stated the Town should not pay for the inspection since there wasn't a legal requirement, it was a lending requirement that should be paid for by Mr. Bailey. Alderman Withers made a motion for the Town to pay for the Phase II inspection, Alderman Cearley seconded. Yays - Withers, Cearley, Thomas, and Morrow. Nay-Huggins. Alderwoman Thomas made a motion to continue the Public Hearing until the next regular board meeting after the results from the phase II have been received, seconded by Alderman Cearley, and carried unanimously. (Exhibit D)

Old Business: NONE

New Business:

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

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

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

Manager's Report and General Notices:

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

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

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
WORK SESSION
JANUARY 22, 2018
5:00 PM**

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

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Bill Trudnak, Public Works Director; Earl Withers III, Fire Chief; Jonathan Newton, Finance Director; Doug Huffman, Electric Director; Tom Hunn, Town Attorney and Robert Walls, Police Captain. Allen Scott, Police Chief; Tiffany Faro, Development Services Director and Steven Aloisa, Recreation 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. Alderwoman Morrow made a motion to approve the agenda with the addition of an Item 3E for funding, seconded by Alderwoman Thomas, and carried unanimously.

New Business:

Item 3A was a discussion on Town Signage. At the November 27, 2018 Work Session, two conceptual drawings were reviewed to determine whether to pursue vertical or horizontal signs to be placed on Hwy. 321. The Board consensus was to work with the designer on vertical signs. To facilitate the process, a committee of two elected officials and two staff members is being recommended to work with the designer and bring back a proposal to the full Board for approval. Alderman Huggins, Alderwoman Morrow, staff member Mr. Trudnak, and staff member Ms. Stroupe will be the committee members.

Item 3C was a discussion on the Utility Extension Policy. In order to better control the extension of the Town's water and sewer infrastructure, the Public Works Director and Town Engineer have developed an Extension of Utilities policy outlining the requirements that must be followed by a developer to attach new properties to the Town's water and sewer system. In order to maintain the integrity and quality of the Town's water and sewer systems, any new attachments would have to be in compliance with the proposed policy before being allowed to become a customer. The Board discussed components of the proposal for clarity with staff and the engineer. This item will be on the Consent Agenda for February 12th, 2019 Regular Board Meeting. (Exhibit A)

Item 3B was a discussion on the Purchasing Policy. The Finance Director Mr. Newton has compiled a comprehensive Purchasing Policy outlining purchasing guidelines for the Town. This policy reflects what has been in practice for many years, but has not been standardized into written form. The policy complies with State regulations and standard practices for local governments. There were some modifications made to the policy to follow the State's General Services Administration guidelines. This item will be on the Consent Agenda for February 12th, 2019 Regular Board Meeting. (Exhibit B)

Item 3D was a discussion on the ADA Transition Plan. Through notification received from the NC Department of Transportation (NCDOT), the Town has been made aware that we must conduct a self-evaluation and develop a plan addressing our compliance with the Americans with Disabilities Act (ADA). This is required if we are to be eligible to receive any Federal funding, either through NCDOT or any other source. Essentially, the self-evaluation is intended to identify any barriers in programs and activities that prevent access to person with disabilities. This includes not only evaluating our facilities in which public activities are held, but also includes looking at our policies and practices for providing access to programs. In addition to the self-evaluation, we must also develop an ADA Transition Plan that lists all the barriers identified, specifies actions to be taken to modify facilities and/or programs to ensure accessibility, and establishes a schedule for carrying out those modifications. There are three primary categories addressed by the self-evaluation and transition plan: 1. Communications, Information, and Facility Signage, 2. Building Facilities and Related Parking Lots, 3. Pedestrian Facilities and Public Rights-of-Way. Staff has begun the self-evaluation process, using a standard ADA checklist that has been developed for these efforts. We are in the early stages of this process, which will continue over the coming months. We are also beginning to draft the Transition Plan so that the plan framework will be in place by the time we complete the self-evaluation. We will then work on a schedule for improvements to be made both through the annual budget process for short-term implementation actions and through a capital improvement program for long-term implementation actions. Other initial actions that must be taken are to adopt and make public a statement of the Town's obligations under the ADA and a grievance procedure to be made available for anyone wishing to file a discrimination complaint on the basis of accessibility. Initial drafts of these documents are attached for initial review. This item will be on the Consent Agenda for February 12th, 2019 Regular Board Meeting. (Exhibit C)

Item 3E was a discussion on a funding request from the African American Museum of History and Culture at Loray Mill submitted by Ms. Dorothy Guthrie. The goal of the African American Musuem of History and Culture at Loray Mill is to share stories, history and sacrifices that have helped the Gaston, Regional and National audiences to achieve and have a stronger and more united voice.

There will be several honorable mentions from Dallas in the Museum:

*Mr. George Jagers was the first African American Alderman.

*Ms. Stacey Walker Thomas was the first African American Alderwoman.

*Ms. Pearl Burris Floyd who is a former Gaston County Commissioner and NC Legislator.

*The First Baptist Church was the first African American Church in Dallas and Gaston County. They just celebrated 150 years in service in Dallas. The request included an invitation to a ribbon cutting of ceremony on Saturday, February 16th,2019 at 10:00 am at 1101 West Second Street Gastonia, NC 28052. The Board discussed the donation level and the consensus was the Gold Level for \$500.00. This item will be on the Consent Agenda for February 12th, 2019 Regular Board Meeting. (Exhibit D)

Manager's Report and General Notices:

The Town Manager gave the Board information on project updates and upcoming events in Town.

Alderman Withers made a motion to adjourn, seconded by Alderman Huggins, and carried unanimously. **(5:32)**

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Utility Extension Policy

AGENDA ITEM NO. 5A

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

This item was reviewed and discussed at the January 22nd Work Session.

In order to better control the extension of the Town's water and sewer infrastructure, the Public Works Director and Town Engineer have developed an Extension of Utilities policy outlining the requirements that must be followed by a developer to attach new properties to the Town's water and sewer system. In order to maintain the integrity and quality of the Town's water and sewer systems, any new attachments would have to be in compliance with the proposed policy before being allowed to become a customer.

MANAGER'S RECOMMENDATION: Approve the Water/Sewer Utility Extension Policy as presented.

BOARD ACTION TAKEN:

Town of Dallas Policy for Extensions of Water and Sewer Utilities

1. All water and sewer extensions will be made by the Town's Utility Department or approved licensed utility contractor. All costs associated with said utility extensions, including, but not limited to the following: construction costs, permit fees, engineering cost, review fees, all water and sewer user charges, and any applicable system development fees shall be the responsibility of the developer or owner. All procedures set forth in this policy shall be followed for all such extensions.
2. Any person desiring to install any water or sewer line within the Town's service area, to be connected to and served by the water and sewer system of the Town, shall make application therefore to the Town, and with the Town's approval, to the North Carolina Department of Environmental Quality (NC DEQ) on forms designated by the NC DEQ and shall furnish such information or exhibits as are required by such application forms. With such application, the applicant shall:
 - a. Pay to the Town the nonrefundable application fee set forth in the Town's schedule of fees and any fees required by NC DEQ.
 - b. Submit 5 copies of engineering plans, profiles, and specifications of such water main or sewer line, including those for any required fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines necessary in connection therewith, to the Town for approval.

During plan review the Town may determine upsizing and/or changes of utilities that would benefit the Town's future system requirements. The Town may request these plan revisions and may require estimates to be prepared and submitted for review to determine cost of construction. The Town may require these revisions and may reimburse the developer or owner for the difference in the materials and/or equipment for the required upsizing and/or changes at an agreed upon price. If the application is approved, and if the developer and/or owner and the Town shall agree, the Town Attorney shall prepare a written contract between the Town and the applicant in accordance with this policy.

3. No water main or sewer line may be installed and connected to the Town water or sewer system except after the permit required has been obtained, a written contract approved by the Town, and executed by the Town and the applicant. The Town Manager shall be authorized to execute any contract provided for herein according to the limits established in the Town's standard bidding procedures. All contracts shall incorporate the substance of the following provisions:
 - a. Installation of any water main or sewer line, including any required fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines necessary in connection therewith, shall be done by the applicant, if the applicant under the laws of North Carolina is permitted to make such installations, or by a contractor of the applicant licensed by the State of North Carolina to make such installations. Such installations shall be done in accordance with engineering plans, profiles, and specifications approved by the Town and a copy of the same shall be endorsed as to such approval for the applicant's use. The applicant shall be responsible, at his own expense, for the preparation of any such required plans, profiles, and specifications, for obtaining approval for sewer line and water line extensions from the NC DEQ and/or any other review agencies so designated, and for any other engineering fees in connection with the installation of such utilities.
 - b. The installation of the utilities shall be subject to the inspection and supervision of the Town during construction, and the connection thereof to the Town water or sewer system shall not be made or maintained until the same shall have been tested under supervision of, and with the written approval and acceptance of such installation, given by the Town. After such approval and acceptance, the Town shall thereafter repair and maintain the same, except the applicant shall be responsible for defects in workmanship or materials or any noncompliance with the plans and specifications that appear within one year after such acceptance.
 - c. Installation of such utilities shall be done and completed at the sole expense and responsibility of the applicant, free and clear of all claims or encumbrances. Any and all pre-agreed upon reimbursements shall be paid at the completion and acceptance of the work by the Town. Permitted utilities shall be under construction within 12 months of the approval or contract date. If, for any reason, substantial progress is not attained within a 12-month period the contract shall become null and void and reapplication may be required.

- d. The applicant shall, at his expense (including attorney's fees and recording expenses) obtain for, or provide to, the Town such perpetual rights-of-way or deeds as shall be specified by the Town for the construction, maintenance, and operation of such utilities, including any encroachment agreements that may be required from the North Carolina Department of Transportation, railroad, or any other public utility.
 - e. Upon completion of the utilities and the connection thereof to the Town's water and sewer system, the water main or sewer line, and any fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines required in connection therewith shall, thereupon and thereafter, be the entire and sole property of the Town and under the sole and exclusive control of the Town.
 - f. Neither the applicant, nor any other person, shall be entitled to any service laterals from any water main or sewer line installed by the applicant, except upon permission of the Town and the payment of any water meter or any other water or sewer service connection charges therefore as required by the ordinances or regulations of the Town, including, but not limited to, the system development fee.
 - g. If a water main, sewer line, sewer force main, or collector line shall be required by the Town in excess of eight inches in size to provide for the expansion of water or sewer service to other properties, then the Town may agree to reimburse the applicant the difference in the cost of the pipe material for any such water main, sewer line, sewer force main, or collector sewer line, such difference in cost to be determined by the Town from whatever source deemed appropriate by the Town. However, the Town will not agree to refund any such difference if any such water main or sewer line in excess of eight inches is necessary to serve the property intended to be then served thereby. In addition, if in order to provide for system expansion, the Town determines a pump station should be oversized, the developer shall install the required system. The additional cost associated with the upsizing of the system will be agreed upon between the Town and the developer or owner prior to construction. The Town may reimburse the developer or owner that agreed upon amount as detailed within this policy. Any such cost differences which the Town agrees to refund shall be due and payable without interest to the applicant in August following the first April after the date on which the utilities to be installed under the contract have been completed, accepted, and approved by the Town.
 - h. The applicant shall agree to indemnify and hold harmless the Town from any and all loss, cost, damages, expense and liability (including attorney's fees) caused by accident or occurrence causing bodily injury or property damage arising from the installation of such utilities by the applicant or the contractor of the applicant. The applicant or the contractor of the applicant shall maintain workers' compensation coverage as well as general liability insurance with a contractual coverage endorsement and automobile liability insurance with policy limits of not less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 for property damage. The applicant will furnish certificates of such insurance to the Town with the provision that the Town will be given 30 days' written notice of any intent to terminate such insurance by either the applicant or the insuring company.
 - i. The contract shall be conditioned on the applicant complying with all zoning and subdivision ordinances and regulations of the Town that are applicable to any properties to be serviced by the utilities, and also any ordinances or regulations of the Town for the operation, control, maintenance, and protection of the water and sewer systems of the Town.
 - j. In the event the applicant violates any of the terms of the contract, the Town shall have the right to declare all or any of the rights of the applicant under the contract forfeited, and to remove and disconnect any connections that might have been made to the Town's water or sewer system.
4. Without limiting the right of the Town to disapprove for any reason whatsoever the execution of any written contract between an applicant and the Town prepared in accordance with this policy, the Town will not approve any contract for the installation of any water main or sewer line to be connected to and served by its water or sewer system if in the judgment of the Town the projected volume of water that would be used by any properties to be serviced thereby would unduly tax the available water supply and/or sewage treatment capacity of the Town, or it would not be financially feasible for the Town to commit itself to such cost.

Before submitting a formal application under this policy, an applicant may request from the Board of Aldermen an informal advisory opinion on its willingness to allow such service line extension. Such request shall be filed with the Town, together with such documentation as the Town deems necessary, and the Town shall thereafter bring such request before the Board of Aldermen pursuant to normal agenda procedures. An advisory opinion given by the Board of Aldermen shall

not bind the Board of Aldermen to approve an application submitted thereafter or to execute any contract prepared under this policy.

5. Whenever offsite water and sewer line extensions are made at the developer's expense, the Town may refund to the developer of the property served by such extension an amount agreed upon and included in the contract prior to construction, if the extension serves a broader purpose than the developer's project. The maximum reimbursement amounts will be included in the contract. Reimbursements are to be made by the Town to the developer from budgeted funds in annual payments in August of each calendar year based on certificates of compliance issued by April 1 of the preceding fiscal year and the percentage of development completed in accordance with site plans/subdivision plans approved by the Town.
6. Reimbursements under this policy shall be limited as follows:
 - a. Notwithstanding the provisions of this policy, the developer will be eligible for reimbursements only during the first five years after the contract has been approved.
 - b. An applicant shall submit a request for reimbursement to the Town Manager by April 1 preceding the fiscal year in which he/she wishes to be paid those reimbursements he/she is eligible for under the terms of the contract. No reimbursements shall be paid unless the applicant has complied with the above procedure.
 - c. No reimbursements shall be made until the Town receives and approves the engineer's certification, as-built drawings, and dedications or conveyances of necessary easements and rights-of-way. If such drawings, easements, and rights-of-way are not received by the Town within 90 days of the tentative approval for acceptance of the water and sewer line extensions by the Town, 20 percent of the eligible refund will be retained by the Town for the preparation of as-built drawings, easements, and rights-of-way.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: ADA Transition Plan

AGENDA ITEM NO. 5B

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

This item was reviewed and discussed at the January 22nd Work Session.

Through notification received from the NC Department of Transportation (NCDOT), the Town has been made aware that we must conduct a self-evaluation and develop a plan addressing our compliance with the Americans with Disabilities Act (ADA). This is required if we are to be eligible to receive any Federal funding, either through NCDOT or any other source.

Essentially, the self-evaluation is intended to identify any barriers in programs and activities that prevent access to person with disabilities. This includes not only evaluating our facilities in which public activities are held, but also includes looking at our policies and practices for providing access to programs. In addition to the self-evaluation, we must also develop an ADA Transition Plan that lists all the barriers identified, specifies actions to be taken to modify facilities and/or programs to ensure accessibility, and establishes a schedule for carrying out those modifications. There are three primary categories addressed by the self-evaluation and transition plan:

- * Communications, Information, and Facility Signage
- * Building Facilities and Related Parking Lots
- * Pedestrian Facilities and Public Rights-of-Way

Staff has begun the self-evaluation process, using a standard ADA checklist that has been developed for these efforts. We are in the early stages of this process, which will continue over the coming months. We are also beginning to draft the Transition Plan so that the plan framework will be in place by the time we complete the self-evaluation. We will then work on a schedule for improvements to be made both through the annual budget process for short-term implementation actions and through a capital improvement program for long-term implementation actions.

Other initial actions that must be taken are to adopt and make public a statement of the Town's obligations under the ADA and a grievance procedure to be made available for anyone wishing to file a discrimination complaint on the basis of accessibility.

MANAGER'S RECOMMENDATION: Adopt the Grievance Procedure and Statement of Obligations as presented.

BOARD ACTION TAKEN:

TOWN OF DALLAS

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Dallas will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The Town of Dallas does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The Town of Dallas will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town of Dallas' programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communication accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Town of Dallas will make all reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Town offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Town program, service, or activity, should contact the office of Da'Sha Leach, ADA Coordinator, as soon as possible but no later than 48 hours before the scheduled event. Ms. Leach's Contact information is as follows: dleach@dallasnc.net.

The ADA does not require the Town of Dallas to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the Town of Dallas is not accessible to persons with disabilities should be directed to Da'Sha Leach, ADA Coordinator.

The Town of Dallas will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

TOWN OF DALLAS

GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of Dallas. The Town of Dallas' Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 days after the alleged violation to:

Ms. Da'Sha Leach
ADA Coordinator
Town of Dallas
210 N. Holland Street
Dallas, NC 28034
dleach@dallasnc.net
704-922-3176

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Dallas and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Town Manager or his/her designee.

Within 15 calendar days after receipt of the appeal, the Town Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Town Manager or his/her designee will respond in writing and, where appropriate, in a format accessible to the complainant with a final resolution of the complaint.

All written appeals received by the ADA Coordinator or his/her designee, appeals to the Town Manager or his/her designee, and responses from these two offices will be retained by the Town of Dallas for three years.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Sponsorship of African American Museum of History and Culture at Loray Mill

AGENDA ITEM NO. 5C

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

This item was reviewed and discussed at the January 22nd Work Session.

The African American Museum of History and Culture at Loray Mill is seeking sponsorship for the new museum that will provide citizens of Gaston County with the opportunity to explore, examine, engage, and encourage all to seek a better understanding and deeper appreciation for the contributions made and achievements attained at the local, regional, and national levels.

In the exhibits are several Dallas natives and entities, including; George Jagers, Dallas' First African American Alderman; Pearl Burris Floyd, Gaston County Commissioner and House Representative; Stacey Malter Thomas, Dallas' First African American Female Alderwoman; and First Baptist Church, the first established African American church congregation in the county.

Board consensus at the Work Session was to provide sponsorship of \$500.00 at the Gold Level.

MANAGER'S RECOMMENDATION: Approve a \$500.00 sponsorship of the African American Museum of History and Culture at Loray Mill.

BOARD ACTION TAKEN:

African American Museum of History and Culture at Loray Mill



**P.O. Box 721
Gastonia, North Carolina 28053**

Dear Mayor Ric Coleman

We are extremely proud to announce and to invite you to the Ribbon Cutting of the African American Museum of History and Culture at Loray Mill, Gastonia, North Carolina, Saturday, February 16, 2019, at 10 o'clock in the morning. Your help is needed.

As necessary in any great venture, funds are needed to open and to sustain the museum and all that it will offer. Community sponsors, churches, businesses, organizations, and friends are invited to be primary sources of funding for the museum to ensure its success, sustainability, and vibrancy. Your donation to the museum will be greatly appreciated at all levels, and your commitment will be publicly recognized and will receive benefits based on the level of giving.

DIAMOND	\$ 5,000.00 to 10,000.00
PLATINUM	\$ 1,000.00 to 4,999.00
GOLD	\$ 500.00 to 999.00
SILVER	\$ 100.00 to 499.00
BRONZE	\$ 50.00 to 99.00
COPPER	\$ 25.00 to 49.00

One Time Donor \$ _____

Sustaining Sponsor \$ _____ Monthly _____ Yearly

Please send Donations and Sponsorships to the address listed in the heading above. If you have questions, please feel free to contact one of the following.

Sincerely yours,

Dorothy L. Guthrie, Curator (704)616-5185

Mary Nichols Smith (704)600-5276

Charles H. Whitesides (704)865-9342

Our Mission

The mission of the African American Museum of History and Culture at Loray Mill is to provide the citizens of Gaston County with the opportunity to explore, examine, engage and encourage all to seek a better understanding and deeper appreciation for the contributions made and achievements attained at the local, regional and national levels.

Goal 1: To share the stories, history and sacrifices that have helped the Gaston, Regional and National audiences to achieve and have a stronger and more united voice.

Goal 2: To help the Gaston and surrounding communities learn more about the African American Culture, achievements and accomplishments.

Museum Impact

The impact of the Museum will be great. It will benefit our children to know that we had such an important presence in Gaston County. We will celebrate African American Authors and Illustrators in the Korner Book Shop. It is important for our children to know their history. "They develop an appreciation and respect for differences instead of fear."

The African American Museum of History and Culture is about more than a list of "firsts" and names. Visitors may examine the history and culture of Africa and the African American experience in an array of formats in this interactive gallery, that tell the stories of a remarkable group of people - and their journey through an awesome timeline, as they searched for "freedom and justice for all."

African American Museum of History and Culture

Basic Information – How Much Money Do I/We Need To Start?

Name: Dorothy L. Guthrie

Company: African American Museum of History and Culture at Loray Mill

Title: _____

Address: 1101 West Second Street, Gastonia, North Carolina 28052

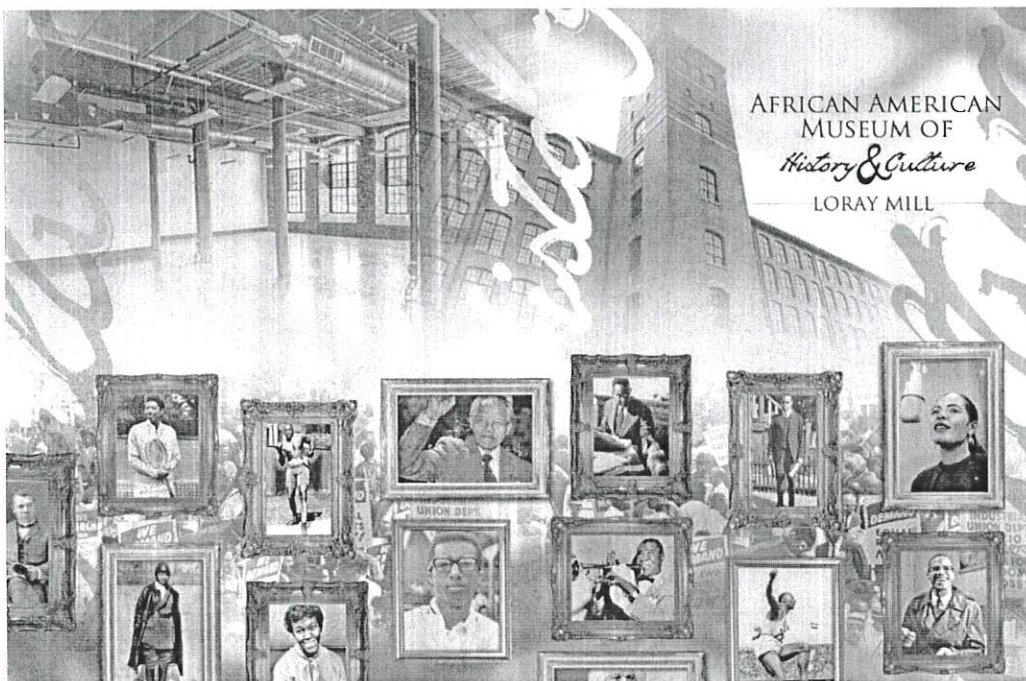
Phone: 704.616.5185

Fax: _____

Email: AfricanAmericanMuseum@gmail.com

Museums play an essential role in cultural and social life across the US. They tell our stories, preserve our heritage, interpret the past, and explore the future. They enrich our lives daily – feeding a hunger for knowledge and igniting our imaginations. But beyond this cultural impact, the museum sector is also essential to the national economy of the United States – generating GDP, stimulating jobs, and contributing taxes.

The Making of a Museum!



**Saturday, February
16, 2019
10:00 a.m.**

**The African American
Museum of History
and Culture
Post Office Box 721
1101 West Second
Street
Gastonia, North
Carolina 28052**

www.blackhistorymuseumgastonia.org

[Email: AfricanAmericanGaston@gmail.com](mailto:AfricanAmericanGaston@gmail.com)

704.616.5185

Hours: Monday – Friday

10am – 5pm

Saturday

10am – 2pm



*The Planning Board of the
African American Museum
of
History and Culture at Loray Mill
request the honor of
your presence at
The Making of a Museum Ceremony
Saturday, the Sixteenth of February at ten o'clock a.m.
1101 West Second Street
Gastonia, North Carolina 28052*

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Uncollectable Accounts in the Amount of \$16,074.49 to be Submitted to NC Debt Setoff

AGENDA ITEM NO. 5D

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

For authorization are uncollectable accounts from the months of August 2018 – October 2018. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied. (The individual account listing that generates the total uncollectable amount due are considered by State statute to be confidential information.)

MANAGER'S RECOMMENDATION: To authorize uncollectable accounts totaling \$16,074.49 be submitted to the NC Debt Setoff Program.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: 130 W. Trade St. Downtown Development Project Agreement

AGENDA ITEM NO. 7A

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

This item was continued from the January 8th Board of Aldermen meeting.

As discussed at the September 24th Work Session, Mr. Jim Bailey has decided to renovate and save the building at 130 W. Trade St., if purchased. This decision triggered a change in the purchase price of the building, necessitating a change in the Downtown Development Project Agreement. The appraised value of the building in the previous agreement reflected a reduction in value to provide for demolition of the building. This change required that the purchase price in the Agreement be changed to \$77,000, which is the appraised value of the building without the demolition provision reduction.

Also, during the discussion it was determined that based upon the parking lot and walkway improvements already completed, as well as the planned dumpster site the Town is providing; the Board wanted to remove the Town obligation to provide a picnic shelter and recreational facilities.

Attached is the revised Downtown Development Project Agreement, which includes the two changes listed above.

At the October 9, 2018, this public hearing was scheduled to hear comment concerning the agreement and to entertain a vote concerning the agreement. The public hearing was advertised on October 26, 2018 and November 2, 2018 in accordance with N.C.G.S §160-457, which states: **“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.”**

MANAGER’S RECOMMENDATION: To approve the Downtown Development Agreement as presented.

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

DOWNTOWN DEVELOPMENT PROJECT AGREEMENT

THIS DOWNTOWN DEVELOPMENT PROJECT AGREEMENT, pursuant to N.C.G.S. 160A-458.3, made and entered into this the ____ day of _____ 2019, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as “TOWN”) and **SAMMY’S PUB OF DALLAS, INC. AND DALLAS PROPERTY HOLDINGS, LLC**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to jointly as “OWNER”);

WITNESSETH:

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

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

Lying and being in the Town of Dallas, N.C. and being the old Setzer building property, which is more particularly described by metes and bounds as follows: Beginning at a building corner, said corner being the Southwest corner of property owned by Laura J. Stroupe as described in Deed Book 4754 at Page 1310, with said point and place of Beginning being located the following two (2) calls from a courthouse stone control corner: (1) North 01 degrees 15 minutes 09 seconds East 263.11 feet to another courthouse stone control corner and (2) North 32 degrees 16 minutes 32 seconds West 143.73 feet, crossing West Trade Street and both courthouse stones inscribed USGS, NCGS 1900); thence from the point of Beginning North 85 degrees 58 minutes 53 seconds West 56.91 feet to a building corner; thence North 03 degrees 53 minutes 53 seconds East 120.68 feet to a new drill hole in walkway; thence South 85 degrees 58 minutes 59 seconds East 57.25 feet to an iron pin set in the line of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310; thence with the Stroupe property line South 04 degrees 03 minutes 20 seconds West 120.66 feet to the point and place of Beginning. Said property being

the full contents of Tract #1, containing 0.158 acres, as shown on that map or plat thereof recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds.

TOGETHER WITH that right of way and easement for ingress, egress, and regress, said right of way and easement being more particularly described as follows:

Beginning at a drill hole, said drill hole being located North 03 degrees 53 minutes 53 seconds East 120.68 feet from the Southwest corner of the Setzer building, said drill hole also being the Northwest corner of Tract #1 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; and running thence from the point and place of Beginning North 14 degrees 46 minutes 00 seconds West 74.75 feet through Tract #2 to a point; thence continuing through Tract #2 North 04 degrees 01 minutes 07 seconds East 138.55 feet to a point on the South margin of the right of way of Wilkins Street; thence along the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 24.00 feet to a point; thence South 04 degrees 01 minutes 07 seconds West 134.58 feet through Tract #2 to a point; thence South 14 degrees 46 minutes 00 seconds East 78.94 feet through Tract #2 to a point on the North line of Tract #1 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence North 85 degrees 58 minutes 59 seconds West 25.35 feet to the point and place of Beginning.

TOGETHER THEREWITH that right of way and easement for the installation, servicing and maintenance of utilities and drainage:

BEGINNING at a nail set on the south margin of the right of way of Wilkins Street near the east margin of the right of way of Holland Street, said nail set being the Northwest corner of Tract #2 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence from said point and place of BEGINNING South 57 degrees 40 minutes 29 seconds East 23.95 feet to a point; thence South 42 degrees 0 minutes 30 seconds East 91.40 feet to a point; thence South 03 degrees 56 minutes 07 seconds West 99.11 feet to a point; thence South 67 degrees 32 minutes 38 seconds East 57.42 feet to a point; thence North 03 degrees 53 minutes 53 seconds East 192.11 feet to a point on the south margin of the right of way of Wilkins Street; thence with the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 20.0 feet to a PK nail, said PK nail being a corner of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310 in the Gaston County Register of Deeds; thence with the west line of the Stroupe property described above South 03 degrees 53 minutes 53 seconds West, passing an existing iron pin at 125.00 feet and another existing iron pin at 150.00 feet, a total distance of 238.54 feet to a point located within Tract #1 as shown and described on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence North 86 degrees 02 minutes 27 seconds West 36.07 feet to a building corner located on the Gerald J. Huggins property as described in Deed Book 4767 at Page 1939 in the Gaston County Register of Deeds; thence along the north line of the Huggins property North 86 degrees 02 minutes 27 seconds West 25.35 feet to an iron pin set; thence with the north line of the TAP Properties property as described in Deed Book 3284 at Page 247 in the Gaston County Register of Deeds North 86 degrees 01 minutes 48 seconds West

25.11 feet to a building corner; thence with the north line of the TAP Properties property as described in Deed Book 2815 at Page 924 in the Gaston County Register of Deeds North 85 degrees 57 minutes 53 seconds West 21.24 feet to a building corner; thence North 84 degrees 50 minutes 42 seconds West 54.12 feet to a paint mark at iron, said paint mark being located North 88 degrees 54 minutes 50 seconds East 1404.60 feet from NCGS "Hopeman" (N=175985.779M, E=411242.916M); thence North 03 degrees 56 minutes 45 seconds East 20.20 feet to a point; thence South 84 degrees 50 minutes 42 seconds East 54.18 feet to a point; thence South 85 degrees 57 minutes 40 seconds East 21.23 feet to a point; thence South 86 degrees 02 minutes 0 seconds East 25.13 feet to a point; thence South 86 degrees 02 minutes 27 seconds East 41.40 feet to a point within Tract #1 described above; thence North 03 degrees 53 minutes 53 seconds East 10.59 feet to a point; thence North 67 degrees 32 minutes 38 seconds West 73.25 feet to a point; thence North 3 degrees 56 minutes 07 seconds East 103.55 feet to a point; thence North 42 degrees 0 minutes 30 seconds West 82.98 feet to a point; thence North 57 degrees 40 minutes 29 seconds West 14.52 feet to a point; thence North 03 degrees 57 minutes 12 seconds East 17.04 feet to the point and place of BEGINNING.

All of the foregoing descriptions are taken from that map or plat entitled "Survey Made at the Request of the Town of Dallas" dated February 27, 2018 and revised September 4, 2018 by John W. Lineberger, Professional Land Surveyor, which is recorded in Plat Book ____ at Page ____ in the Gaston County Register of Deeds.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to OWNER, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction and/or renovation of a minimum 7,500 square foot building upon tract one, consisting of a minimum 5,000 square foot restaurant on the ground level and a minimum 2,500 of other enclosed space on the second level; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional restaurant upon tract #1 for a continuous and uninterrupted period of five (5) years, unless sooner terminated as provided for herein.
2. **Project.** The project (herein "Project") consists of the OWNER's purchase of TOWN owned land and building at 130 W. Trade Street, Dallas, NC, for \$77,000.00, the renovation or demolition of the existing building, investment of seven hundred fifty thousand dollars (\$750,000.00) in the renovation and/or construction of a new building or addition to the existing building and grounds, purchase of restaurant equipment, installation of equipment, and operation of a restaurant in the Town of Dallas, Gaston County, North Carolina. The completed project/restaurant when operational will provide new part-time and full-time employment for minimum of twenty (20) people with a minimum wage of \$8.00 per hour in the downtown area. The completed project/restaurant when operational will continue uninterrupted as a

properly licensed and inspected restaurant for a period of five (5) years. The project also consists of the development by the TOWN of public facilities and other amenities on adjacent TOWN owned property, including but not limited to: a 24-foot easement for ingress, egress, and regress and a 15-foot easement for drainage and all utilities as described above.

3. Construction.

- a. The TOWN will employ the services of a Town Engineer, Johnny Denton. The Town Engineer will ensure that the construction, renovation and development of the restaurant and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, renovation documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve they owner of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions.
- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. The OWNER will immediately proceed without delay to employ the services of a licensed professional architect/engineer to draft all appropriate plans and drawings for the construction/renovation project within sixty (60) days of closing. All plans and drawings shall be completed and submitted for inspection and approval by the TOWN, designee, agent, or Town Engineer prior to any construction, renovation and/or development of the project and within one hundred eighty (180) days of employing the licensed professional architect/engineer.
- d. The OWNER agrees to immediately proceed without delay in obtaining the proper and appropriate permits from Gaston County and the Town of Dallas for the construction, renovation and development of the project and will apply for all appropriate and proper permits within thirty (30) days of the all final plans and drawings being approved TOWN, designee, agent, or Town Engineer. The OWNER will remain diligent in obtaining and procuring all appropriate and proper permits.
- e. After all final plans and drawings are approved by the TOWN, designee, agent and/or the Town's Engineer and all appropriate and proper permits are obtained

the renovation and/or construction of the project/restaurant shall be completed by the OWNER within one (1) year, weather permitting.

- f. After the completion of renovation and/or construction of the project/restaurant by the OWNER and the issuance of a Certificate of Occupancy, the restaurant shall be properly licensed and inspected as a restaurant by the appropriate government officials.
- g. The TOWN will construct and develop amenities, easements, and variances to the zoning code as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on Tract 1 and Tract 2 as described herein. The construction and development of the TOWN amenities, easements, and variances will not interfere with the renovation, construction and development of the project/restaurant and grounds outlined in the above paragraphs by the OWNER, and will be completed prior to the OWNER'S completion of the proposed development of the project/restaurant. Provided, however, any easements shall be completed and contained within the Deed to be prepared by the OWNER within sixty (60) days of execution of this Agreement.

4. **Representations.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

Standing. The OWNER is a duly organized and existing North Carolina corporation under the laws of the State of North Carolina. The OWNER has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and is authorized the execution and delivery of this Agreement.

Continuity. The OWNER intends to operate the project as restaurant and offices within the TOWN continuously and uninterrupted for five (5) years. OWNER will pay to the TOWN the prospective tax revenues based upon the tax value of the property as determined in the ordinary course.

Timing. The OWNER agrees to close the purchase of the site on or before a date which is thirty (30) days after (i) Proper legal description for the property is prepared by the OWNER and (ii) the Project has been duly approved by TOWN governing body after due notice and public hearing, if required. Both events (i) and (ii) above are express conditions precedent to OWNER's performance hereunder. Furthermore, OWNER shall be entitled to terminate this Agreement at any time for any or no reason within sixty (60) days of the date of this Agreement, upon which the Owner shall if necessary re-convey the Property back to the Town immediately. OWNER agrees to create a minimum of 20 part-time and full-time jobs, paying an average wage of \$8.00 per hour at this location of 130 W. Trade Street, Dallas, N.C. OWNER agrees to operate a fully functional, properly

permitted and licensed restaurant continuously and uninterrupted for a period of five (5) years.

5. **Covenant.** The OWNER covenants and agrees to make the investment, pay the taxes, create the jobs, pay the wages and upon completion of construction, operate a fully functional, properly permitted, inspected and licensed restaurant, continuously and uninterrupted for a period of five (5) years in accordance with the purposes and/or under the restrictions, covenants and conditions as set forth herein and/or contained in the Deed to the property.
6. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) year restaurant by OWNER all of which shall take place and be located at 130 W. Trade Street, Dallas, N.C., the TOWN agrees to sell, grant and convey the property at 130 W. Trade Street, Dallas, N.C. for \$77,000.00, subject to restrictions, conditions and covenants within time parameters set forth in this agreement, in addition to the restrictions, conditions and covenants that run with the land and included in the Deed. OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to: investment, job creation requirements and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C. for an uninterrupted period of five (5) years.
7. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes, community development purposes, and/or downtown development project purposes in accordance with N.C.G.S. § 158- 7.1, 160A-456, 160A-457, and 160A-458.3 of the TOWN for the renovation, construction, development, and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C.
8. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the renovation, construction and development and/or the operations of the restaurant as the TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.

9. **Termination.** This Agreement shall terminate and the OWNER shall be in breach, as determined by the TOWN, which shall include but not limited to the following reasons:
- a. Failure to use the Property in accordance with this Agreement;;
 - b. Failure to pay taxes;
 - c. Failure to comply with the terms and conditions of this Agreement;
 - d. Submission to the TOWN of reports which are incorrect or incomplete in any material respects;
 - e. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or unfeasible;
 - f. Transfer of title to the property prior to fulfillment of all requirements of this Agreement, without the prior written consent of the TOWN;
 - g. In addition, failure to make satisfactory progress towards renovation, construction, completion and operation of a restaurant per the above paragraphs and/or making the investment in the property as set forth herein.
 - h. Failure to operate of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) years.
10. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
11. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
12. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
13. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
14. **Termination.** The TOWN may terminate this Agreement, as set forth herein, for failure to make the investment in the property, for failure of the project, or violation or breach of any of the terms of this Agreement.
15. **Notice.** Notice may be given as follows:

To the TOWN:

To the OWNER:

Town of Dallas Manager
210 Holland Street
Dallas, NC 28034

Mr. Jim Bailey
1196 Noles Dr.
Mt Holly, NC 28120

- 16. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
- 17. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
- 18. **Recording.** The TOWN shall record the Downtown Development Project Agreement with the Gaston County Register of Deeds within fourteen (14) days of the execution of this Agreement. The burdens are binding upon, and the benefits of the Downtown Development Project Agreement shall inure to, all successors to interest to the parties of the Agreement

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

EXECUTED this _____ day of _____, 20__.

TOWN

Town of Dallas

By: _____

Maria Stroupe, Town Manager

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:

Approved As To Form and Legality

Town Clerk

Town Attorney

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2019.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2019.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2019.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2019.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT "A"

1. In addition, the Town shall construct a 24 foot easement for the benefit of Owner for ingress, egress, and regress across Tract #2 as shown on the Survey by John W. Lineberger and dated July 17, 2018.

2. The Town shall also grant Owner a 15 foot drainage and utility easement as shown on Tract #2 of the Survey by John W. Lineberger and dated July 17, 2017.

3. The Town shall seek and obtain a variance from the existing City Ordinance to allow a zero foot front setback along a major thoroughfare.

4. The Town shall provide an enclosed dumpster site for use by the restaurant

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Approval of Sale of Town-owned Parcel #219116

AGENDA ITEM NO. 8A

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

Mr. Robert Cearley, FPR Dallas LLC, made an offer to purchase 11.52 acres of Town-owned property on W. Robinson St. adjoining Gaston Fence Co. Inc. located at 766 Friday Park Road. Attached is the offer to purchase. This offer was accepted at the January 8, 2019 Board of Aldermen meeting and advertised for upset bids as described in NCGS §160A-269 below.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers.

No upset bids were received. A resolution to approve the sale, along with the parcel map and report are attached.

MANAGER'S RECOMMENDATION: Approve the resolution to approve the sale of Parcel #219116.

BOARD ACTION TAKEN:

Resolution Accepting an Offer to Purchase Designated Property and Approving Sale of Property

Acceptance of Offer and Approval of Sale of Purchase Parcel #219116

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

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

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

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

WHEREAS, the Board of Aldermen adopted a resolution on January 8, 2019 proposing to accept the offer to purchase the designated property submitted by FPR Dallas LLC in the amount of \$115,200.00; and

WHEREAS, a Public Notice of the Offer to Purchase Property was placed in The Gaston Gazette as called for in NCGS §160A-269; and

WHEREAS, no qualified upset bids were submitted during the ten-day time period as noted in NCGS §160A-269.

NOW, THEREFORE BE IT RESOLVED that the Board of Aldermen of the Town of Dallas accepts the offer to purchase the designated property submitted by FPR Dallas LLC in the amount of \$115,200.00 and authorizes the Town Attorney to proceed with closing the sale of this property to FPR Dallas LLC.

Adopted this the 12th day of February, 2019.

Rick Coleman, Mayor

ATTESTED:

Da'Sha Leach, Town Clerk

FPR DALLAS LLC
ROBERT CEARLEY
PO BOX 100
DALLAS NC 28034

December 6, 2018

TOWN OF DALLAS
210 N. HOLLAND ST
DALLAS NC 28034

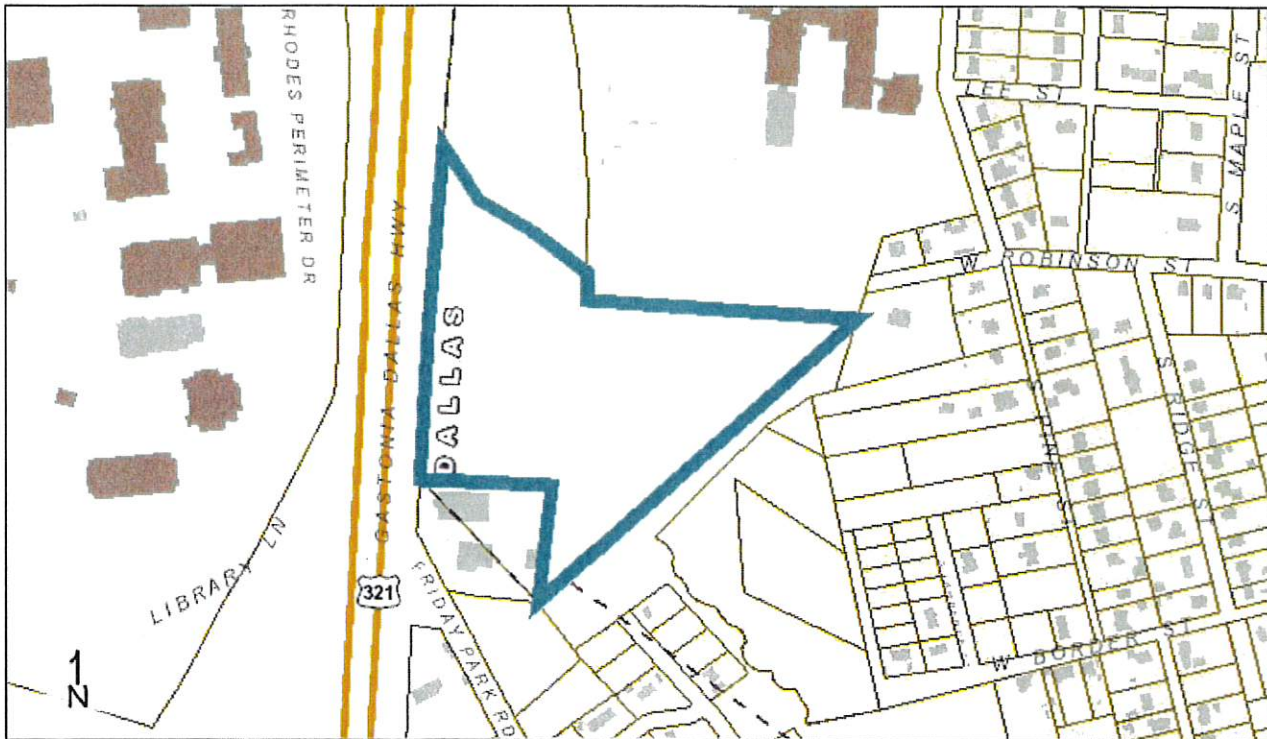
REF: PROPERTY (11.52 ACRES)
DEED BOOK: 4374
DEED PAGE: 1517
PARCEL : 219116
PIN#: 3547850009


AFTER REVIEW OF SAID PROPERTY, WE WOULD LIKE TO MAKE THE TOWN AN OFFER TO PURCHASE.
THERE ARE 11.52 ACRES AND WE WILL PAY \$10,000.00 PER ACRE, MAKING THE PURCHASE PRICE AT
TIME OF CLOSING,\$115,200.00.

THANKS



ROBERT CEARLEY
FPR DALLAS LLC
704-842-0099



 <p>219116</p>	Tax Information	Election Information
	<p>DEED TYPE: DEED BOOK: 4374 PAGE: 1517 DEED RECORDING DATE: 00/00/0000 SALES AMOUNT: \$0</p> <hr/> <p>PLAT BOOK: PAGE: LEGAL DESC. 1: . LEGAL DESC. 2: STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 BASEMENT: NO BEDROOMS: 0 BATHS: 0 MULTI-STRUCTURES: NO ACREAGE: 11.52 DISTRICT CODE: 160 TAX DISTRICT: TOWN OF DALLAS VOLUNTARY AG DISTRICT: NO</p> <hr/> <p>MARKET LAND VALUE: \$305,175 MARKET IMPV. VALUE: \$0 MARKET VALUE: \$305,175 FARM DISCOUNT: NO TAXABLE VALUE: \$305,175</p>	<p>PRECINCT NAME: DALLAS I POLLING PLACE: TOWN OF DALLAS FIRE DEPARTMENT POLLING ADDRESS: 209 W. MAIN STREET WARD #: CONGRESS REPRESENTATIVE: MEMBER PATRICK MCHENRY CONGRESSIONAL DISTRICT: 10 HOUSE REPRESENTATIVE: REPRESENTATIVE KELLY E. HASTINGS (REP) HOUSE DISTRICT: 110 SENATOR: SENATOR KATHY HARRINGTON (REP) SENATE DISTRICT: 43</p>
<p>Tax Information</p> <p>LOCATION: W ROBINSON ST PID #: 219116 PIN #: 3547850009 NBHD #: DA011 NBHD NAME: WEST TRADE STREET TOWNSHIP : DALLAS TOWNSHIP</p> <hr/> <p>OWNER ID : 00626166 CURRENT OWNERS : DALLAS TOWN OF MAILING ADDRESS : 210 N HOLLAND ST , DALLAS , NC 28034-1625 JANUARY 1st OWNERS: DALLAS TOWN OF</p>	Parcel Information	<p>POLICE DISTRICT: DALLAS FIRE DISTRICT: DALLAS EMS RESCUE: STATION #: GEMS STATION 1 FLOOD: CENSUS TRACT: 309.01</p>

Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2015. - Document created for printing on 12/17/2018

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Community Waste Reduction and Recycling Grant Program

AGENDA ITEM NO. 8B

MEETING DATE: 2/12/2019

BACKGROUND INFORMATION:

On Tuesday, January 22, 2019, Bill Trudnak, Public Works Director, attended a county-wide recycling meeting. The purpose of this meeting was to discuss the current issues being encountered. Based on this meeting (minutes are attached), a county-wide initiative is being proposed which includes applying for a \$30,000 grant. Gaston County would apply for the grant on the behalf of all of the participating jurisdictions. There would be a 20% match for this grant that would be shared by all of the participants. Therefore, the financial commitment from Dallas should be very manageable.

Attached is a letter of intent from Dallas for approval.

MANAGER'S RECOMMENDATION: Approve the letter of intent to participate in the application for a 2019 Community Waste Reduction and Recycling Grant Program.

BOARD ACTION TAKEN:

Minutes from all Gaston Regional Recycling Meeting Tuesday January 22, 2019

Attending: Jamie Ramsey and James Inman, Bessemer City; Kevin Hyde, Sonoco Recycling; Dan Weekley, High Shoals; Tony Walker and David Clark, Mt. Holly; Jason Green, Ranlo; David Isenhour, Belmont; Matt James and Tara Nattress, NCDENR; Bill Trudnak, Dallas; Dale Denton, Robert Cloninger and DeeDee Gillis, Gastonia; Marcie Smith and Nan Kirlin, Gaston County.

Introductions were made. M. Smith opened the meeting to address the possible issues we are all facing in regards to recycling. Gaston County was told in July that glass would no longer be accepted by our vendor; we pursued Strategic Materials as the alternate vendor, and have never received a signed contract from them. D. Gillis reported that Gastonia is under contract with Republic until 7/21; Republic wanted to negotiate for zero glass and mixed papers and there has been no meeting set. They have had issues with contract wording between "contamination" and "residual"; felt as though the process of compacting recyclables and the wet materials created the residual waste and not the same as true contamination (hoses, plastic bags, etc.) They have adopted a "Waste Wise" phone app that is very helpful; their cardboard and white office paper still goes to Sonoco and the MRF they use is in Newton.

J. Inman, (BC), has been discussing the value vs impact of their program, and is fined now by Waste Pro for contamination. They plan to discontinue their recycling program by 7/1/19. They have a high level of poverty and they would have to choose to either raise fees to clean up recyclables or hire someone to check recycle bins, reinforcing the right way to recycle. They are in the first year of a seven year contract with Waste Pro. D. Weekley (High Shoals) reported that they offer curbside, but know there is nowhere to take or receive his single stream; education is a hopeless cause. T. Walker (Mt. Holly) reported that they also work with Republic with a single stream curbside program; had been shut out of Charlotte facility for a bit, but are now back with them. When ownership changed, their rates were increased. They are looking to outsource their program and by 7/1/19, Mt. Holly will not provide "in-house" recycling. J. Green (Ranlo) reported that they pick up their own trash (Mon and Tues) and recycling (Wed and Thurs). Were looking into developing their own separation facility as there is land available. Had been in contact with York County (SC) to take their stuff, but things fell through; they may be willing to build a facility to separate. D. Isenhour (Belmont), indicated an 80% recycling rate in his city, but contamination rate was equally as high in his community as others. They have an iron-clad contract that will not permit any rate increases, (except CPI) also working with Waste Pro. B. Trudnak (Dallas) shares all concerns, has an unmanned drop off site that is a disaster; lots of illegal dumping; his citizens pay \$13/month for trash and recycling services although they only provide a drop off site. K. Hyde (Sonoco) indicated that they are happy to accept PET and detergent bottles; all corrugated cardboard, but mixed paper has no market. M. James reminded all that the state was offering 2 different grants; one \$30,000 with 20% match and another large project grant of \$80,000 which would be more suitable for a local MRF; Mel Gillis with NCDENR is available to customize print materials for individual municipalities. A good use for the smaller grant would be to rebrand all recycling efforts for the entire county to reflect the same message. It was discussed to only collect corrugated cardboard, newspapers, aluminum cans and plastic bottles, #1 and #2...bottles only. More discussion into possible contact to state legislatures to find money in budget towards a local MRF, possible on County land, and applying for the larger state grant if this was feasible. Attendees were to take this information back to city managers and/or council

for information and approval. Upon confirmation, Nan Kirlin will apply for state grants when all parties have responded in the affirmative. **Since there will not be time to wait for approval of the larger grant for the potential of the local MRF, we would ask for a letter of intent from managers towards this effort as grants are due by February 22, 2019. Letters of support are required for this regional grant.**

Respectfully submitted,

Nan Kirlin



Mayor

Rick Coleman

Aldermen

Jerry Cearley
Allen Huggins
Darlene Morrow
Stacey Thomas
Hoyle Withers

Town Manager

Maria Stroupe

Town Clerk/HR

Da'Sha Leach

Finance

Jonathan Newton

Town Attorney

J. Thomas Hunn

Police

Allen Scott

Electrical

J. Doug Huffman

Public Works

Bill Trudnak

Development Svc

Tiffany Faro

Fire Chief

Earl Withers

Recreation

Steven Aloisa

Town of Dallas
210 N. Holland St.
Dallas, NC 28034

Phone:

704-922-3176

Fax:

704-922-4701

Web Page:

www.dallasnc.net



February 12, 2019

Nan Kirlin, Recycling Coordinator
Gaston County Solid Waste and Recycling
3155 Philadelphia Church Road
Dallas, NC 8034

RE: Letter of Intent for DEACS Grant Funding Partnering with Gaston County

This is a letter of intent from the Town of Dallas to partner with Gaston County Solid Waste and Recycling, along with several other municipalities within Gaston County, for a \$30,000 grant from the *2019 Community Waste Reduction and Recycling Grant Program*. The purpose of this grant is to develop, advertise, and administer a new Gaston County-wide recycling initiative.

We understand that this new initiative is in an effort to reduce the amount of contamination within our respective recycle streams and reduce the amount of items that are recycled to further enhance the value of the materials. We also agree to work collectively with the County and other municipalities in partnering together to address the grant's required 20% local match.

Sincerely,

Maria Stroupe
Town Manager