



## CITY OF CHERRYVILLE

116 S. MOUNTAIN STREET

CHERRYVILLE, N.C. 28021

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### REGULAR CITY COUNCIL MEETING

MONDAY FEBRUARY 14, 2022 @ 6:00 PM

CHERRYVILLE COMMUNITY BUILDING

W. J. ALLRAN COUNCIL CHAMBERS

106 S. JACOB ST. CHERRYVILLE, N.C. 28021

- I. CALL TO ORDER: HONORABLE MAYOR H.L. BEAM III
- II. INVOCATION: PASTOR ZAC MAYHUE, SHADY GROVE BAPTIST CHURCH
- III. PLEDGE OF ALLEGIANCE
- IV. AGENDA APPROVAL **VOTE**
- V. APPROVAL OF MINUTES (See Agenda Materials) **VOTE**
  - A. CITY COUNCIL REGULAR MEETING JANUARY 10, 2022 pg.(s) 1-18
  - B. CITY COUNCIL WORK SESSION MEETING JANUARY 25, 2022 pg.(s) 19-31
- VI. MAYOR'S COMMENTS
- VII. CITIZENS TO BE HEARD: CITIZENS THAT WISH TO SPEAK MAY DO SO BY COMING TO THE PODIUM AND STATING YOUR NAME AND ADDRESS BEFORE YOU SPEAK. COMMENTS WILL BE HELD TO 5 MINUTES PER PERSON. *(PLEASE SIGN UP WITH THE CITY CLERK AT THE MEETING BEFORE THE MEETING BEGINS)*
- VIII. PRESENTATION OF PROJECT UPDATE FROM PIEDMONT LITHIUM, COO DAVID KLANECKY

- IX. CONSIDERATION OF UPSET BID RE: CITY OWNED LOT LOCATED ON CORNER OF W. MAIN STREET AND S. MULBERRY ST, CITY MANAGER BRIAN DALTON, (See Agenda Materials) pg.(s) 32-47 **VOTE**
- X. PRESENTATION OF END OF YEAR REPORT FROM CHAMBER OF COMMERCE, CHAIRMAN PETE CRAFT
- XI. CONSIDERATION OF APPOINTMENTS TO CHAMBER OF COMMERCE BOARD OF DIRECTORS, PROGRAM COORDINATOR MARY BETH TACKETT, (See Agenda Material) pg. 48 **VOTE**
- XII. CONSIDERATION OF APPOINTMENT TO PLANNING BOARD, PLANNING & ZONING DIRECTOR DERRICK MACKEY, (See Agenda Material) pg. 49 **VOTE**
- XIII. CONSIDERATION OF PUBLIC HEARING RE: SPECIAL USE PERMIT FOR (GIS PARCEL #129707) 126 W. MAIN STREET FROM B-1 TO RESIDENTIAL (See Agenda Materials) pg.(s) 50-61 **VOTE TO ENTER, CITIZENS TO SPEAK, VOTE TO EXIT, DISCUSSION & FINDINGS OF FACTS, VOTE**
- XIV. PRESENTATION OF MONTHLY FINANCIAL STATEMENT, FINANCE DIRECTOR DIXIE WALL (See Agenda Materials) pg.(s) 62-63
- XV. CONSIDERATION OF WORK SESSION MEETING ON FEBRUARY 22, 2022, MAYOR H.L. BEAM **VOTE IF CANCELLED**
- XVI. OTHER BUSINESS
- XVII. ADJOURNMENT

*Providing exceptional service to our community  
that inspires life to blossom*



**REGULAR CITY COUNCIL MEETING**  
**MONDAY JANUARY 10, 2022 @ 6:00 PM**  
**CHERRYVILLE COMMUNITY BUILDING**  
**W. J. ALLRAN COUNCIL CHAMBERS**  
**106 S. JACOB ST. CHERRYVILLE, N.C. 28021**

The Honorable Mayor H.L. Beam called the meeting to order at the community building in the W.J. Allran Council Chambers. Councilmember’s Jill Puett, Gary Freeman, Malcolm Parker, and Jon Abernethy were present. City Manager Brian Dalton, City Clerk Paige H. Green, City Attorney Palmer Huffstetler Jr., Planning & Zoning Director Derrick Mackey, Public Works Director Brandon Abernathy, Downtown Director David Day, and Finance Director Dixie Wall, Fire Chief Jason Wofford, and Captain Brian Doolittle were also present. No media coverage.

**INVOCATION: PASTOR SCOTT HOMESLEY, ST. JOHN’S LUTHERAN CHURCH:**

Pastor Scott Homesley gave the invocation.

**PLEDGE OF ALLEGIANCE:**

Everyone stood and gave recited the Pledge of Allegiance.

**AGENDA APPROVAL:**

Councilmember Puett made a motion to approve the agenda as presented. Councilmember Parker seconded the motion and the vote was unanimous.

**APPROVAL OF MINUTES:**

Councilmember Abernethy made a motion to approve the minutes of the December 13, 2021 regular meeting. Councilmember Puett seconded the motion and the vote was unanimous.

**MAYOR’S COMMENTS:**

“My comments will be as brief as possible due to the extensive agenda we will be dealing with tonight.

At the December meeting of the Gaston-Lincoln-Cleveland Metropolitan Planning Organization, I was honored to be elected unanimously as Vice Chairman of this organization

for the next two years. This organization makes recommendations concerning all forms of transportation for the three counties of Gaston, Lincoln, and Cleveland. Members of this board are County Commissioners, Mayors, and Council Members of all cities and municipalities of these counties as well as administrative staff members of the board. Cherryville Mayor Pro-Tem Jill Puett serves as an alternate on this board also. I am honored that this is the first time that a member of our city has been chosen for this office. The next meeting for this board will be on January 27.

City Manager Dalton and I have met several times to discuss city related concerns and the city's budget for the coming year. We also met this past Thursday with our audit committee to discuss items pertaining to the past year's audit.

Two vehicles were sold that had been placed on Gov deals. Payments for the vehicles were received prior to releasing them to the buyers.

City Manager Dalton and I had a three-way conversation with Mr. T.C. Homesley in regards to the disposition of the land donated by the Homesley family at the corner of Main Street and Mulberry Street. This will be addressed by the city later.

This coming Wednesday afternoon I will be attending the Cherryville Historical Museum meeting along with City Manager Dalton and Museum Liaison Council Member Malcolm Parker."

**PRESENTATION OF PLAQUE TO FORMER CITY MANAGER/FIRE CHIEF JEFF CASH, MAYOR H.L.**

**BEAM:**

Mayor Beam presented Jeff Cash with a plaque and thanked him for his three years of service as city manager/fire chief.

**CITIZENS TO BE HEARD: CITIZENS THAT WISH TO SPEAK MAY DO SO BY COMING TO THE PODIUM AND STATING YOUR NAME AND ADDRESS BEFORE YOU SPEAK. COMMENTS WILL BE HELD TO 5 MINUTES PER PERSON. (PLEASE SIGN UP WITH THE CITY CLERK AT THE MEETING BEFORE THE MEETING BEGINS):**

None.

**PRESENTATION OF AUDIT, YEAR ENDING JUNE 30, 2021, MR. ROBERT ADAMS, MANAGING PARTNER, BUTLER & STOWE:**

Mr. Robert Adams approached the podium and gave the following report on the audit that ended June 30, 2021:

**1) Introduction**

Robert Adams, Partner/Sheila Thornton, Managing Partner

We met with the audit committee- appointed by the City Council of Cherryville on Thursday January 6 to review the audited financial statements for the year ended June 30, 2021, We'd like to share the highlights of that meeting with the full Council tonight. Before beginning, we'd like to thank the audit committee members for their input - chairman Jon Abernethy, Mayor Beam, staff members Brian Dalton and Dixie Wall and volunteers Pam Harris and Scott Harrill.

## **2) Audit opinion**

Our opinion on the financial statements for the year-end was a clean opinion, which means:

- a. The City has met the audit requirements of the North Carolina General Statutes.
- b. The financial statements represent the financial status of the City at June 30, 2021.

## **3) Financial highlights**

- a. The City ended the year with combined assets exceeding the liabilities by \$20,361,000.
- b. The City received funding of the voter-approved bonds and recorded the receipt of \$3,653,000 in the General Fund and \$5,944,000 in the Water & Sewer Fund.
- c. The unassigned fund balance of the General Fund was \$1,080,621. This represents funds available to the Council without restriction. This is an increase of \$298,000 over the prior year.
- d. The two enterprise funds, Electric and Water & Sewer, had a combined income of \$524,027 for the year ended June 30, 2021.

## **4) Challenges and opportunities for the City and City Council**

We discussed with the audit committee the challenges for the City Council in coming fiscal years, which include budgeting and cash flowing the debt service for the bonds. In addition, the funds provided by the bonds and the funds received under the federal stimulus programs, the Cares Act and the American Rescue Plan, will create additional audit requirements for the Council to consider.

The improvements to the City's infrastructure and other funding opportunities made possible by the Cares Act and American Rescue Plan will provide the City and the City Council with great opportunities to improve the City and enhance the lives of its citizens.

## **5) Closing/Questions**

Butler & Stowe appreciates the opportunity to provide our audit services to the City of Cherryville and we thank the Council for their support. Thanks to Dixie Wall for her efforts during the audit process. We will now take any questions.

**CONSIDERATION OF BUDGET AMENDMENTS, FINANCE DIRECTOR DIXIE WALL:**

Finance Director Dixie Wall approached the podium to ask for consideration for the following budget amendments:



**2021-2022 BUDGET AMENDMENT**

**BE IT ORDAINED** by the City Council of the City of Cherryville:

Section 1. The 2021-2022 Budget Ordinance of the City of Cherryville adopted on June 14, 2021 is amended by increasing and decreasing the following appropriations due to the award of the State Capital and Infrastructure Fund Directed Grant.

<b><u>REVENUES</u></b>		<b><u>Increase</u></b>	<b><u>Decrease</u></b>
10.3412.2620	Administration – Grants	\$ 422,800	
 <b><u>EXPENDITURES</u></b>			
10.6120.6900	Recreation – Grants (Storage/Mower)	\$ 22,800	
10.6120.6900	Recreation – Grants (Westgate Park)	\$ 350,000	
10.4120.6900	Administration – Grants (Local Grant)	\$ 50,000	

Section 2. This ordinance is effective upon its adoption this January 10, 2022.

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Paige H. Green, CMC, NCCMC, City Clerk

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H.L. Beam, Mayor

(SEAL)



**2021-2022 BUDGET AMENDMENT**

**BE IT ORDAINED** by the City Council of the City of Cherryville:

Section 1. The 2021-2022 Budget Ordinance of the City of Cherryville adopted on June 14, 2021 is amended by increasing and decreasing the following appropriations due to carryover from FY 2021, grants, donations and insurance reimbursement received to date.

<u>REVENUES</u>		<u>Increase</u>	<u>Decrease</u>
10.3412.8500	Insurance Reim-GF	\$ 4,824	
10.3431.2620	Police – Grants	\$ 3,968	
10.3431.3350	Police– Donations	\$ 134	
10.3493.3350	CMSP – Donations	\$ 22,500	
10.3412.9900	General Fund – Fund Balance	\$ 126,552	
30.3720.2620	Electric – Grants	\$ 5,000	
31.3713.8500	Insurance Reim - Water/Sewer	\$ 83,448	

EXPENDITURES

10.4140.3530	Public Works – Auto Maint/Repair	\$ 3,142	
10.4310.3530	Police – Auto Maint/Repair	\$ 1,682	
10.4310.6900	Police – Grants	\$ 3,968	
10.4310.6930	Police - Donations	\$ 1,284	
10.4930.6930	CMSP - Donations	\$ 67,950	
10.4740.4400	Cemetery-Contract Services	\$ 6,250	
10.6120.6930	Recreation – Donations	\$ 73,702	
30.7200.6900	Electric –Grants	\$ 5,000	
31.7130.3520	Water/Sewer- Equipment Maintenance	\$ 83,448	

Section 2. This ordinance is effective upon its adoption this January 10, 2022.

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Paige H. Green, CMC, NCCMC, City Clerk

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H.L. Beam, Mayor

(SEAL)

Councilmember Parker made a motion to approve both budget amendments. Councilmember Freeman seconded the motion and the vote was unanimous.

**CONSIDERATION OF APPOINTMENTS TO THE ARCHITECTURAL REVIEW BOARD, MAIN STREET CHAIR DONNA BARRINGER:**

Main Street Director David Day approached the podium to ask for consideration for appointments to the Architectural Review Board. Ms. Barringer was out of town. The following appointments were presented for consideration:

The ARB bylaws require the Chairperson from the Cherryville Main Street make the nominations to the city council. These are 3-year terms, and can be re-nominated after the term is complete.

**This year's Nominations:**

Doug Blackburn - January 2022 - December 2024	2nd Term for Doug Blackburn
Vickie Spurling - January 2022 - December 2024	2nd Term for Vickie Spurling
Bess Thornburg - January 2022 - December 2024	2nd Term for Bess Thornburg
Scott Beam - January 2022 - December 2023 finishing Chad Cash's term)	1st Term for Scott Beam (replacing and

**Term still current:**

Stan Bumgarner - January 2021 - December 2023	1st Term for Stan Bumgarner
Tim Moss January - 2020 - December 2022	1st Term for Tim Moss

**Chair Recommendation:**

Donna also recommends that Vickie Spurling be selected as chairperson for this Architectural Review Board Chairperson. She has been the chair for 3 years and has done an outstanding job.

Councilmember Freeman made a motion to appoint the following appointments for Doug Blackburn, Vicki Spurling, Bess Thornburg, and Scott Beam and Vicki Spurling as chair. Councilmember Abernethy seconded the motion and the vote was unanimous.

**UPDATE ON PIEDMONT LITHIUM, MAYOR H.L. BEAM:**

Mr. David Klanecky, COO of Piedmont Lithium approached the podium to give an update. Mr. Klanecky shared that Piedmont Lithium has been very involved in the community and would like to be more involved moving forward. Mr. Klanecky shared that Piedmont Lithium has hired a consultant to do an economic impact study project that he will be presenting at the Gaston County Commissioners meeting on January 11, 2022. The study will show the job impact that Piedmont Lithium will bring to the area, as well as the economic activity that is generated



with their operation and how it affects surrounding operations such as restaurants, grocery stores, or other jobs that could come to Gaston County. This study will also be online as well as many questions that citizens are asking about Piedmont Lithium. Mr. Klanecky invited everyone to visit the web site.

Mr. Klanecky shared that Piedmont Lithium submitted their state mining permit back in August and had a public hearing in November where they received good comments from the public. They are now working with the Division of Energy, Mineral, and Land Resources (DEMLR) towards gaining the state permit and everything looks very promising at this point.

Mr. Klanecky also shared that many meetings have been held around Gaston County concerning utilities. The discussions will continue and as more information is available, they will update Cherryville and bring us into the discussions.

Mayor Beam thanked Mr. Klanecky for the update and stated that Cherryville is available to furnish water and sewer to Piedmont Lithium. Mayor Beam reminded Mr. Klanecky that we are much closer than Gaston County and our rates are much cheaper.

Councilmember Freeman asked Mr. Klanecky what the possibility would be of annexing Piedmont Lithium into the city limits.

Mr. Klanecky shared that that has not be considered yet and they would have to get their legal representation involved to answer that question but would be happy to discuss later.

**UPDATE ON CITY PURCHASING CARDS (“P” CARDS), CITY MANAGER BRIAN DALTON:**

City Manager Brian Dalton shared that some months back the council approved the use of “P” cards. Mr. Dalton shared that not all department heads, have taken advantage of using this benefit. Mr. Dalton stated that currently some kinks are being worked out, but anytime a “P” card is used finance will know who has used the card and what was purchased.

Councilmember Freeman asked if council could receive a report showing the difference in spending before the “P” cards and after.

Mr. Dalton shared that a report will be provided to council.

**CONSIDERATION TO SET A DATE FOR A PUBLIC HEARING RE: SPECIAL USE PERMIT FOR GIS PARCEL #129707 126 W. MAIN STREET, PLANNING & ZONING DIRECTOR DERRICK MACKEY:**

Planning & Zoning Director Derrick Mackey approached the podium and asked for consideration to set a date for a public hearing regarding 126 W. Main Street. Cherryville Main Street, LLC has applied for a special use permit for the property that is currently zoned B-1. Cherryville Main Street, LLC is asking that the long-term vacant property located at 126 W. Main Street be rezoned for the entire building to be residential.

Councilmember Puett made a motion to set a public hearing date for February 14, 2022 for consideration in this matter. Councilmember Abernethy seconded the motion and the vote was unanimous.

**CONSIDERATION OF CONTINUED PUBLIC HEARING RE: 1404 SHELBY HWY. (GIS PARCELS 160116, 160117, 160120, 216819 & 305089) REZONING FROM R-40 TO CU R-9, CU RMF, & B-2, PLANNING & ZONING DIRECTOR DERRICK MACKEY:**

Councilmember Puett made a motion to enter into a public hearing concerning the rezoning of 1404 Shelby Hwy. Councilmember Abernethy seconded the motion and the vote was unanimous.

Planning & Zoning Director Derrick Mackey approached the podium to share the following background on the rezoning:

#### Background

- On October 18, 2021, the Cherryville Planning Board held a public hearing to review the proposed development from Montrose LLC, Michael Foess. The Board did not provide a recommendation on the proposed development.
- On November 8, 2021, the Cherryville City Council voted to continue the public hearing. The developer was asked to make some modifications to the plans.
- On December 14, 2021, the Cherryville City Council voted to continue the public hearing to take into consideration recent changes to the development proposal. The rezoning was re-advertised for public hearing on January 10, 2022.
- The purpose of the hearing today is to consider rezoning the subject properties per the application provided to the City of Cherryville.
- The City Council is being asked to:
  - Approve/Disapprove/Modify the rezoning to CU R-9 Cluster, CU RMF, and B-2 or continue the hearing.

#### Site Description and Adjoining Properties

The property is vacant, heavily wooded and accessed from a Shelby Highway/Highway 150. The property is bisected by several streams and the topography is gently rolling. The property is generally bounded to the west by Doc Wehunt Road and to the east by Brown Road. Surrounding properties include rural land, single family residential, and commercial uses along Highway 150. The property is currently zoned by Cherryville as R-40.

#### Land Use Plan

The Cherryville Future Land Use Map indicates that this area should be general business along Shelby Highway (Highway 150), rural preservation on the west side of the property, rural residential through the center of the site, and traditional residential/two-family residential for the northern portion of the site. Rural preservation is intended for low-density residential uses and limited small-scale commercial or industrial uses suited to blend with rural environments. Equestrian subdivisions are encouraged. Rural residential is intended for residential densities that do not need public water and sewer. Traditional single/two-family residential is for smaller to medium side lots. The future land use plan does not indicate attached housing for this area. Attached housing can be used as a buffer land use between detached homes and non-residential development when well designed.

Transportation

Shelby Highway/Highway 150 is considered a major thoroughfare by the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) and is identified as a bicycle on road corridor in the Comprehensive Transportation Plan and as a bike-pedestrian project in the 2045 Metropolitan Transportation Plan.

Proposed Request

The applicant proposes to develop the property for up to 386 single family residential detached homes, 104 townhomes and 5.3 acres of commercial property (490 dwelling units total). For the detached homes, the lots will be a minimum of 50' wide. Street access would be from Shelby Highway/Highway 150, via two connections. Improvements to Shelby Highway have not been addressed, however a binding traffic impact analysis has been added to the development conditions, with improvements that are phased based on the development phases and final NCDOT permits. Street stub outs are proposed to several adjacent properties.

The site plan draws a donut hole around a single family residential property owned by Joe Millwood. The existing driveway to this residence would become a public street into the site. Streets for the single family residential section will be public and private streets are noted for the townhome area. Homeowner association responsibilities have not been addressed. Street diagrams have been included. Public water and sewer are required for this development and will be installed by the developer and maintained by the City of Cherryville.

Mr. Mackey explained that that City of Cherryville contracted Centralina Council of Government (COG). They are experts in helping municipalities with subdivisions. COG suggested that several conditions be put in place before considering this plan. Below is a list of conditions that have been met by Montrose LLC:

<b>Updates to Development Conditions For January 10, 2022</b>
Total homes – 490 total dwelling units with up to 386 detached and 104 single family attached.
Single family detached front setback increased to 22' to avoid cars parking on sidewalk.
Added additional 30 feet buffer to residents of Eaker Circle
Added 100 feet buffer to Pecan Ridge Farm (Mr. Gunnel's farm)
Added active open space requirements, (Note E.9 and Sheet RZ-2)
Added permanent gate to Eaker Circle with Knox Box lock to restrict to emergency access only
Added Residential Architectural Requirements (Notes I.1 through I.6)
Added typical roadway cross sections (Sheet RZ-2)
Added sample residential elevations (Sheet RZ-3)
<b>Updates to Development Conditions For December 6, 2021</b>

Total homes – 490 total dwelling units with up to 120 single family attached (reduced from 674 total and up to 204 single family attached)
Residential Care Facilities and Yard sales removed as uses
Two-car driveways added for all residential (increased from one-car driveways)
Thirty (30) foot tree save area adjacent to Eaker Circle lots
One hundred (100) foot tree save area adjacent to Gunnel farm
Added street trees on every single family detached lot and every fifty (50) feet along common open space and sides of corner lots
Sidewalks installed along Hwy 150 and on one side of all residential streets.
Added open space amenity maintenance language (City or HOA).
Added options for open space amenities but not quantified.
Traffic impact analysis included (notes H.1 and H.2). DOT will conducts this study.
Gate will be installed at Eaker Circle to prevent construction traffic from using access.

### Issues to Consider

#### Residential

- Adequate buffering for townhomes that back up to public streets is needed. If not addressed here, this issues should be addressed in the subdivision phase.
- Representative elevations are representative only. Materials are not limited, but conditions do dictate a mix of two materials on the front façade, roof materials and pitch.

#### Infrastructure

- There is a conflict between the conditions for street width and the graphics displayed. For all residential and commercial street sections, staff recommends a minimum of 34' face of curb to face of curb to mirror residential collector street standards outlined by NCDOT ([NCDOT Subdivision Roads Minimum Construction Standards, rev July 2020](#)).
- Open access to Eaker Circle is fundamental to safety and access principles for this many homes. If open access to Eaker Circle is required by the traffic analysis, there will be two conflicting conditions (one that notes emergency access only and one that notes that all requirements of the traffic analysis be constructed). To alleviate this issue, consider adding a phrase to the traffic analysis condition that “construction of improvements required by the study will occur unless in direct conflict with a written condition herein.”
- Add a condition to note that “all other specifications and general provisions shall be met as required by the City of Cherryville Ordinances” (this is required regardless, but adding the condition provides clarity for future property owners, developers and builders).

Councilmember Parker made a motion to exit the public hearing. Councilmember Freeman seconded the motion and the vote was unanimous.

Councilmember Parker shared that he spoke with Mr. Feoss before the meeting and Mr. Feoss has also agreed to increase the distance between the homes from 10 feet to 12 feet.

Mayor Beam stated that the developer has agreed to every condition that the City of Cherryville has requested.

Councilmember Abernethy made a motion to approve the proposed rezoning stating it is consistent with the City of Cherryville Comprehensive Plan, which recommends residential growth in this area. In light of the new transportation corridors and expected growth, the Board considers an affirmative vote to be reasonable and in the public interest. Councilmember Puett seconded the motion and the vote was unanimous.

Mayor Beam shared that there is an ordinance in the agenda package to annex the Stroupe Acres property into the city limits. Below is a copy of that ordinance:



## AN ORDINANCE TO ANNEX CERTAIN CONTIGUOUS AREAS TO THE CITY OF CHERRYVILLE, NORTH CAROLINA

### (Stroupe Acres)

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**WHEREAS**, the City Council has been petitioned under N.C.G.S 160A-58.1 as amended, to annex the area described herein; and

**WHEREAS**, THE City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

**WHEREAS**, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Cherryville Community Building at 6:00 p.m. in the W.J. Allran Chambers on the 10 day of January 2022, after due notice by publication in the Cherryville Eagle on Wednesday November 3, 2021; and

**WHEREAS**, the City Council does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in N.C.G.S. 160A-58.1 (ii) the petition bears the signatures of all the owners of real property within the area proposed for annexation; (ii) the petition is otherwise

valid; (iv) the public health, safety, and welfare of the inhabitants of the city and the area proposed for annexation will be best served by the annexation;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Cherryville, North Carolina;

**Section 1.** By virtue of the authority granted by N.C.G.S. 160A-58.1, as amended, the following describe territory is hereby annexed and made part of the City of Cherryville as of the 10 day of January 2022:

*See Exhibit A attached hereto for a metes and bounds description of the subject tract*

**Section 2.** Upon effective date, the above description territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Cherryville and shall be entitled to the same privileges and benefits as other parts of the City of Cherryville. Said territory shall be subject to municipal taxes according to N.C.G.S. 160-A-31(e).

**Section 3.** The Mayor of the City of Cherryville shall cause to be recorded in the office of the Register of Deeds of Gaston County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such map shall also be delivered to the Gaston County Board of Elections, as required by N.C.G.S. 163-288.1.

Adopted this 10 day of January 2022.

Effective Date: July 1, 2022

\_\_\_\_\_  
H.L. Beam, Mayor

ATTEST:  
  
\_\_\_\_\_  
Paige H. Green, CMC, NCCMC, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Palmer Huffstetler Jr., City Attorney

Councilmember Puett made a motion to approve the annexation ordinance to annex Stroupe Acres into the city limits. Councilmember Parker seconded the motion and the vote was unanimous.

**CONSIDERATION OF PROCLAMATION FOR SCHOOL CHOICE WEEK, MAYOR H.L. BEAM:**

Councilmember Freeman read the following Proclamation for School Choice Week 2022:



## **CITY OF CHERRYVILLE SCHOOL CHOICE WEEK**

**WHEREAS**, all children in Cherryville should have access to the highest-quality education possible; and,

**WHEREAS**, the City of Cherryville recognizes the important role that an effective education plays in preparing all students in Cherryville to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of the City of Cherryville; and,

**WHEREAS**, the City of Cherryville is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, the City of Cherryville has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE**, I, Henry L. Beam, Mayor of Cherryville, do hereby recognize January 23 – January 29, 2022 as City of Cherryville School Choice Week, and I call this observance to the attention of all of our citizens.

Adopted this 10 day of January 2022.

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Paige H. Green, CMC, NCCMC, City Clerk

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H.L. Beam, Mayor

(SEAL)

**CONSIDERATION OF RESOLUTION TO BEGIN UPSET BID PROCESS ON CITY OWNED LOT LOCATED ON W. MAIN STREET(CORNER OF W. MAIN ST. AND S. MULBERRY ST.), CITY MANAGER BRIAN DALTON:**

City Manager Brian Dalton shared that Cherryville Main Street LLC., has made an offer to the City of Cherryville to purchase the City owned lot on the corner of W. Main St., and S. Mulberry St. Cherryville Main Street, LLC., submitted an offer of \$30,000 and \$1,500.00 earnest money will be paid if the offer is considered for the upset bid process.

Mr. Dalton explained that there is a sewer lateral that runs through this property and there are two town homes in the 100 block of S. Mulberry St., and the two town homes at 115 and 117 W. Main St. that feed into the sewer lateral. Mr. Dalton explained that with the infrastructure improvements on Main Street the two town homes at 115 and 117 W. Main Street will now be able to hook onto the sewer lateral on Main Street. This will remove them from the sewer lateral on the vacant lot. Mr. Dalton stated that if the City of Cherryville were to sell this lot, we would need to run a sewer lateral extension from Main Street to the two town homes on Mulberry Street. The future of the vacant lot will be a parking lot and if the town homeowners on Mulberry were to have a sewer issue, they would have the right to dig up the parking lot to repair the problem. Mr. Dalton shared that having the sewer lateral extension would solve this issue.

Mayor Beam stated that if there are no upset bids and the offer is accepted, then the City of Cherryville would need to install the extension soon.

Mr. Dalton responded saying that he has talked to realtor Vicki Spurling and the developer is in no hurry to pave the lot to make a parking lot.

Mayor Beam asked if the City would profit enough off the sale of the lot to pay for the sewer lateral extension.

Mr. Dalton shared that the sewer lateral extension will cost approximately \$20,000. He went on to say that the City of Cherryville had plans to make the vacant lot a parking lot for more parking downtown and Mr. O'Leary plans to do the same. Mr. Dalton stated that this was a win win for the City of Cherryville.

Councilmember Freeman asked about the existing oak tree on the corner of the lot.

Mayor Beam shared that the Homesley family did not put any stipulations on the lot.

Realtor Vicki Spurling responded that trees usually destroy parking lots and parking lots cost a lot of money. She also shared that she did not even notice the tree on the corner and has not discussed this with Mr. O'Leary.

Mr. Dalton shared that he and Mayor Beam spoke with Mr. T.C. Homesley about the lot, and he had talked to his sister Ms. Shirley Smith. The siblings agreed that anything that made Cherryville a better place they supported.

Councilmember Abernethy made a motion to approve the resolution and move forward with the upset bid process. Councilmember's Freeman and Puett seconded the motion and the vote was unanimous. Below is the resolution:





**RESOLUTION AUTHORIZING UPSET BID PROCESS FOR LOT ON W.MAIN STREET  
(CORNER OF W. MAIN ST. & S. MULBERRY ST.)**

**WHEREAS**, the City of Cherryville owns the lot on W. Main Street and

**WHEREAS**, North Carolina General Statute 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

**WHEREAS**, the City of Cherryville has received an offer to purchase the property described above, in the amount of \$30,000, along with a commitment to construct and maintain a parking lot on the subject property, submitted by Cherryville Main Street LLC; and

**WHEREAS**, Cherryville Main Street LLC has paid the required five percent (5%) deposit on their offer;

**THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRYVILLE RESOLVES THAT:**

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the city clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer. Said bid must also agree to the same commitment to construct and maintain a parking lot on the subject property.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent

(5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- the buyer must pay with cash at the time of closing.

8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Cherryville Main Street LLC.

Adopted January 10, 2022.

(SEAL)

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Paige H. Green, CMC, NCCMC, City Clerk

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H.L. Beam III, Mayor

City Clerk will run the following legal ad in the Cherryville Eagle to begin the upset bid process:



## **PUBLIC NOTICE SALE OF CITY PROPERTY**

An offer of \$30,000, along with a commitment to construct and maintain a parking lot on the subject property, has been submitted for the purchase of certain property owned by the City of Cherryville, more particularly described as follows:

Vacant lot located at the intersection of the eastern edge of the right of way for South Mulberry Street and the southern edge of the right of way for West Main Street. The legal description is as follows:

Located, lying, and being on the south side of West Main Street in the City of Cherryville, Cherryville Township, Gaston County, North Carolina, adjoining the lands of W. H. Houser, S. S. Mauney and others, and being more particularly described as follows:

**BEGINNING** at a stake on W. H. Houser's line, and runs with his line N 15 W 15 poles to a stake on the south side of West Main Street; thence with the said street S 73 W 151 feet to an iron stake; thence S 15 E 15 poles to an iron stake on old line; thence with old line N 68 E 151 feet to the **BEGINNING**, same being **Lot 1** of the **Carroll heirs division**.

Being the full contents of that property shown in Book 279 at Page 240 of the Gaston County Registry, **LESS AND EXCEPT** five (5) parcels previously conveyed by deeds duly recorded in the Gaston County Registry.

Being designated as Tract A on an unrecorded survey prepared by Donald S. Miller, Registered Land Surveyor, dated July 8, 1992.

Being the full contents of PID 129790 in the Gaston County Tax Office.

For title reference see Book 4885 at Page 260 and Book 4885 at Page 256 of the Gaston County Registry.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk, at City Hall, 116 S. Mountain Street Cherryville, N.C. 28021 by 5:00 P.M., February 7, 2022. At that time, the city clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$32,450.00. Said bid must also agree to the same commitment to construct and maintain a parking lot on the subject property.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing or apply said deposit towards the purchase price.

The buyer must pay cash at closing.

The City Council must consider approval of the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The city reserves the

right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Further information may be obtained at the office of the city clerk, City Hall, 116 S. Mountain Street, Cherryville, N.C. 28021 or at telephone 704-435-1709 during normal business hours.

**OTHER BUSINESS:**

Councilmember Freeman asked if there was anything, the City of Cherryville could do to help Jerry Sanders and the issue he is having with water run-off in his back yard. The water issue is coming from the pavement behind him where the Missionary Methodist Church is building a new facility.

City Manager Dalton shared that the city took rock out to Mr. Sanders to help with the water issue he is having. Mr. Dalton also shared that the city has suggested that Mr. Sanders have some dirt brought in and sod planted to help slow the storm water.

Mayor Beam shared that when the appointments for Council were approved in December, he did not realize that the Electricities Board could have two alternates. Mayor Beam shared that City Manager Dalton needed to be appointed because he needs to be involved, but he would also like to appoint Brandon Abernathy as the second alternate.

Councilmember Freeman made a motion to appoint Brandon Abernathy as a second alternate to the Electricities Board. Councilmember Abernathy seconded the motion and the vote was unanimous.

**ADJOURNMENT:**

Councilmember Parker made a motion to adjourn the meeting. Councilmember Abernathy seconded the motion and the meeting adjourned at 7:28 pm.

Adopted this 14 day of February 2022.

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H.L. Beam, Mayor

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Paige H. Green, CMC, NCCMC, City Clerk

(SEAL)



**REGULAR WORK SESSION MEETING**

**TUESDAY JANUARY 25, 2022 @ 5:30 PM**

**CHERRYVILLE FIRE DEPARTMENT**

**411 E. CHURCH ST. CHERRYVILLE, N.C. 28021**

The Honorable Mayor H.L. Beam called the meeting to order. Councilmember's Jill Puett and Gary Freeman were present. Councilmember Malcolm Parker joined by conference call and Councilmember Jon Abernethy joined by zoom. City Manager Brian Dalton, City Clerk Paige H. Green, City Attorney Palmer Huffstetler Jr., Police Chief Cam Jenks, Public Works Director Brandon Abernathy, Fire Chief Jason Wofford, Finance Director Dixie Wall, and Planning & Zoning Director Derrick Mackey, Program Coordinator Mary Beth Tackett, and Downtown Director David Day were also present. Michael Powell was present for media coverage.

**ITEMS FOR DISCUSSION OR ACTION:**

**DISCUSSION OF AMERICAN RESCUE PLAN ACT (ARPA) SPENDING PLAN NARRATIVE, VIA ZOOM, KELLY WESTON & NINA BARRETT, CENTRALINA COUNCIL OF GOVERNMENT:**

Ms. Kelly Weston and Ms. Nina Barrett joined the work session meeting via zoom meeting to explain the spending narrative for ARPA funds. Ms. Weston explained the following:

**American Rescue Plan Act Spending Plan Process Summary**

City of Cherryville

*Total Allocation: \$1,925,174*

Centralina Regional Council facilitated two American Rescue Plan Act (ARPA) spending plan development work sessions with City of Cherryville staff to identify and consolidate the City's investment priorities for State and Local Fiscal Recovery Funds (SLFRF). The first session focused on defining Cherryville's COVID-19 impacts, recovery needs, and resilience priorities to determine how to spend the ARPA funds. The second session focused on prioritizing the list of proposed response, recovery, and resilience investments with budget estimates into a spending plan matrix organized by the eligible use and expenditure categories.

This summary explains the impacts the City experienced during the pandemic and provides a justification for the investments detailed in the spending plan matrix.

## COVID-19 Impacts

The City experienced impacts in several areas as a result of the COVID-19 pandemic:

- **Impacts on City services** – The Police Department received an increase in domestic calls, while the Fire Department stopped responding to medical calls and cut back on administering CPR to avoid COVID-19 exposure.
- **Impacts on City revenues** – As a result of canceled festivals and not being able to rent out some city-owned facilities, the City saw a decrease in revenues.
- **Impacts on the City's workforce** – The City made staffing adjustments to ensure coverage, including allowing staff to telework, asking staff to work overtime, and hiring contract employees.
- **Impacts on the community overall** – Some local businesses were forced to close. Childcare options were limited, and youth recreational programs were canceled.

Ms. Barrett went over the following:

### Response

The City took action to respond to the pandemic's impacts and is interested in using American Rescue Plan Act (ARPA) funds to reimburse itself for the following expenditures associated with its response activities:

- **Public Health**
  - Technology improvements to conduct and livestream virtual City Council meetings
  - COVID-19 testing
  - COVID-19 vaccine incentive pay
  - Quarantine leave pay

### Recovery

The City's ARPA allocation also presents an opportunity to recover from pandemic impacts. The City's completed and ongoing goals for recovery, grouped by eligible use category, include:

- **Public Health**
  - Encouraging restaurants to implement outdoor seating
  - Implementing more touchless payment kiosks and improvements to make City Hall more accessible
  - Purchasing Planning and Zoning software to create a virtual, contactless permitting process
  - Hiring additional personnel to cover shifts in City departments
- **Negative Economic Impacts**
  - Providing grant funding to small businesses and local nonprofits

- **Infrastructure**
  - Improving water and sewer infrastructure
  - Expanding Wi-Fi access downtown and in City parks
  - Reimburse the purchase of a street sweeper

**Resilience**

The City wants to be resilient and prepare for future pandemic impacts or national emergencies. To build resiliency, the City is interested in using ARPA funds to implement the following projects:

- **Infrastructure**
  - Reimburse the City for its prior purchase of a generator for the Wastewater Plant
  - Purchase a generator for the Old Post Road Pump Station\*
  - Diagnose and repair an inflow and infiltration issue\*
  - Replace the condemned bridge to the Old Post Road Pump Station\*
  - Upgrade the Black Rock School Road waterline
  - Replace the raw water pump to supply raw water to the Water Treatment Plant
  - Reimburse the City for its prior purchase of distribution water meters\*

**Qualified Census Tract**

There is a Qualified Census Tract (QCT) within the City that creates an opportunity to use ARPA funds to address challenges in an area with a demonstrated need.

- Characteristics of the QCT
  - Population Total: 3,215
    - 78.7% White
    - 13.6% Black
    - 4.1% Hispanic
  - 50 Businesses
  - 7 Parks & Recreation Facilities
  - 7 Community Facilities
  - 3 Health Clinics
  - Total Housing Units: 1,474 (161 vacant)
  - Non-Profit Organizations

- List of additional ARPA projects for consideration that can benefit the population residing and doing business in the QCT
  - The Resilience projects noted with an asterisk (\*)
  - Small Business Loan Program
  - Funding to organizations that support food assistance, job training, violence intervention programs, etc.
  - Head Start Program
  - Public Wi-Fi implementation

The potential ARPA investment opportunities noted above are subject to verification of eligibility as expressed in the final rule issued by the U.S. Department of Treasury.

Mayor Beam thanked Ms. Weston and Ms. Barrett for joining the meeting and sharing the spending plan for the ARPA funds.

**DISCUSSION OF CHAMBER OF COMMERCE’S BOARD OF DIRECTOR’S TEAM, PROGRAM COORDINATOR MARY BETH TACKETT:**

Program Coordinator Mary Beth Tackett approached the podium to share that several chamber board members are rolling off and need to be replaced. Mrs. Tackett shared the nominees and they are listed below:

**Chamber of Commerce Board of Directors Terms  
12 Directors**

Name	Affiliation	Term Ends	Comment
Gary Dellinger	Board Elected	December 2021	2022 Nominee Barry Heavner of Houser Drug
Stephanie Gillings	Board Elected (May 26)	December 2021	2022 Nominee Emily Blackburn of Piedmont Lithium
Allen Eaker	Council Appointed	December 2021	2022 Nominee Sarah Chambers of Peak Resources Cherryville
<i>Lynne Henson</i>	<i>Council Appointed</i>	<i>December 2021</i>	<i>2022 Nominee Johnny Brown of Allstate Insurance</i>
Donna Beringer	Board Elected (May 26)	December 2022	
Hannah Garrett	Board Elected (May 26)	December 2022	



<i>Nominee: Pete Craft</i>	<i>Council Appointed</i>	<i>December 2022</i>	<i>4<sup>th</sup> term Approved by City Council</i>
<i>Emily Hurst</i>	<i>Council Appointed</i>	<i>December 2022</i>	
Pam McGinnis	Board Elected (May 26)	December 2023	
Vickie Spurling	Board Elected	December 2023	
<i>Debbie Hopper</i>	<i>Council Appointed</i>	<i>December 2023</i>	<i>Seat Replacement Nominee Casey Sipe of Modern Printing</i>
<i>Jhoan Alfaro</i>	<i>Council Appointed</i>	<i>December 2023</i>	

Mary Beth Tackett	Staff - COC Director	Indefinite	
Steve Panton	Staff - Plans	Indefinite	
Gary Freeman	City Council Rep	Indefinite	

Mayor Beam asked that this be an item on the February 14 agenda. Consideration will be given at that time to nominees.

**DISCUSSION OF ANNUAL ROAD CLOSURE RE: CHERRY BLOSSOM & CHRISTMAS PARADE, PROGRAM COORDINATOR MARY BETH TACKETT:**

Mrs. Tackett also shared that the 2022 Cherry Blossom Festival has been cancelled due to the construction on Main Street. She went on to say that each year Council must approve an ordinance declaring a road closure for the Cherryville Christmas Parade that will be held on Saturday December 10, 2022. Below is a copy of the ordinance:



**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE CHERRYVILLE CHRISTMAS PARADE**

**WHEREAS**, the City Council of Cherryville acknowledges a long tradition of providing the annual Cherryville Christmas Parade for the pleasure of its citizens; and

**WHEREAS**, the City Council of Cherryville acknowledges that its citizens, businesses, and community organizations benefit from participation in the annual Christmas Parade; and

**WHEREAS**, the City Council of Cherryville acknowledges a parade requires approximately two (2) hours to install signing and traffic control, and also requires approximately two and a half (2.5) hours for removing signs, traffic control, and litter;

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cherryville pursuant to the authority granted by G.S. 20-169 that we hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

**Date(s):** Saturday, December 10, 2022

**Times:** 8:00 a.m. to 12:30 p.m.

**Route Description:** NC Hwy 274 at the intersections of Main Street and First Street (the parade is held on local roads, namely Main Street, Mulberry Street, and First Street and only crosses NC Hwy 274 at the intersections noted above)

This ordinance to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

**Adopted this 25 day of January 2022.**

\_\_\_\_\_  
H.L. Beam III, Mayor

(SEAL)

\_\_\_\_\_  
Paige H. Green, CMC, NCCMC, City Clerk

Councilmember Freeman made a motion to approve the ordinance declaring a road closure for the 2022 Cherryville Christmas Parade that will be held on Saturday December 10, 2022. Councilmember Puett seconded the motion and the vote was unanimous.

**DISCUSSION OF CITY INVENTORY FOR SURPLUS, CITY MANAGER BRIAN DALTON:**

City Manager asked Council to consideration placing the following items on Gov. Deal:

Wastewater Plant

1999 Dodge Ram Truck 2500 4x4

Vin # 3B7KF26Z1XM516173

Mileage unknown speedometer and dash cluster doesn't work.  
Truck does run but needs work.



Onan 300 KW Generator  
Model # 300.0DRS-17R/21067C  
Serial # G790434422  
Has a Cummins Diesel engine  
Winding is bad on the generator



Homemade lawnmower trailer  
6 ft wide by 12 ft long  
Needs tires



Portable Aircompressor Ingersoll-rand  
Does not run



Water Plant

FORD GT 95 Lawnmower

Does not run



1988 Dodge Ram 2 wheel drive Truck

Vin # 1B7FD04X7JS697419



Councilmember Puett made a motion to place the city inventory on Gov. Deals. Councilmember Freeman seconded the motion and the vote was unanimous. The inventory will be placed on Gov. Deals and sold.

**CONSIDERATION OF CONFLICT OF INTEREST POLICY RE: WESTGATE PARK, CITY MANAGER BRIAN DALTON:**

City Manager Brian Dalton ask Council to consider the following Conflict of Interest Policy:



**City of Cherryville  
Conflict of Interest Policy**

The purpose of the following policy and procedures is to prevent the personal interest of staff members, city manager, and council members of City of Cherryville from interfering with the performance of their duties to City of Cherryville, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of City of Cherryville.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, city manager, and council members of City of Cherryville.

Governing Board means the City Council member.

City Manager means the individual who directs the administration of the City.

Staff member means a person who receives all or part of his/her income from the payroll of City of Cherryville.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full City Council in all conflicts of interest, including but not limited to the following:
  - a) A council member is related to another council member.
  - b) A council member is related to a staff member.
  - c) A council member is also a staff member.
  - d) A council member or staff member receives payment from City of Cherryville for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and council policy.
  - e) A council member or staff member is a member of the governing body of a contributor to City of Cherryville.

- f) A council member or staff member may have personal, financial, professional, or political gain at the expense of City of Cherryville.
  - g) A council member or staff member engages in activities that may cause a loss of public credibility in City of Cherryville or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the City Council shall determine whether a conflict of interest exists and, if so, the council shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested council member, even if the disinterested council members are less than a quorum, provided that at least one consenting council member is disinterested.
  3. An interested council member, city manager, or staff member shall not participate in any discussion or debate of the City Council, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
  4. No council member, city manager, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, city manager, or council member; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an council member, city manager, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
  5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the city council and such transaction was approved by the council in full knowledge of such interest.
  6. The disinterested council members are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a council member, city manager, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
  7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
  8. In the event that City of Cherryville has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested council member or staff member due to a conflict of interest and consequent sanctions and in the event that City of Cherryville prevails in such legal action, litigation, or appeal, City of Cherryville shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
  9. A copy of this policy shall be given to all council members, city manager, and staff members upon commencement of such person's relationship with City of Cherryville. Each council member, city manager, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Approved this 25 day of January 2022.

Signed:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name printed)

\_\_\_\_\_  
(date)

*To ensure the policy is being regularly enforced and monitored for compliance, the City Manager shall remind city council and staff members of the policy annually by email and shall require city council and staff members to disclose annually any interests that may give rise to conflict.*

**Use the section below to disclose any interests that may give rise to conflict:**

City Manager Dalton shared that the City of Cherryville will need to have this policy in placed for the grant for Westgate Park.

Councilmember Abernethy made a motion to approve the policy as written. Councilmember Freeman seconded the motion and the vote was unanimous.

**DISCUSSION OF PUBLIC HEARING SCHEDULED FOR FEBRUARY 14 RE: SPECIAL USE PERMIT FOR 126 W. MAIN STREET:**

Mayor Beam reminded everyone that there would be a public hearing on February 14, regarding a Special Use Permit for 126 W. Main Street.

**DISCUSSION OF EOY REPORT RE: CHAMBER OF COMMERCE, CHAIRMAN PETE CRAFT:**

Mayor Beam shared that Pete Craft, Chairman of the Chamber of Commerce, will be at the February 14 meeting to give an end of the year report.

**DISCUSSION OF TREY AVE., CITY MANAGER BRIAN DALTON:**

City Manager Brian Dalton shared that Ms. Chris McCall of Trey Ave., has asked the City of Cherryville to consider releasing the end of Trey Ave., where it dead ends to her so that all three of her properties would adjoin. Mr. Dalton shared that Ms. McCall would be responsible for having the land surveyed. Mr. Dalton stated that the release of this property would not be an expense for the City of Cherryville.

Mayor Beam responded saying that we need to contact Mr. Bob Reynolds because the dead end road abuts to his property and it would land lock him for us to release it to Ms. McCall.

Mr. Dalton will contact Mr. Reynolds and give an update later.

**OTHER BUSINESS:**

City Manager Brian Dalton shared a map of Westgate Park that shows the plans for a dog park, pickle ball courts, and a practice football field. Mr. Dalton explained that Gaston County



has plans to construct a field on the corner of E. Academy Street and Kenwood Ave. That project will begin soon and that will give Cherryville another practice field for football or soccer.

Mr. Dalton asked everyone to look over the rendering before them, and decide if they would like to keep it as planned, or would they like to make some changes before any final decisions are complete.

Some of the suggestions for Westgate were to leave the tennis courts, have them resurfaced, and that allows the tennis courts to be utilized for both pickle ball and tennis. Another suggestion was to reduce the amount of parking spaces on the rendering. Mr. Dalton shared that the first thing that would need attention is the paving.

Councilmember Parker suggested putting a committee of five or six citizens together to discuss a final plan for Westgate.

At this time, Westgate Park will have two dog parks. One for small dogs and one for large dogs.

Mr. Dalton will get with Recreation Director Bobby Dale Reynolds and move this project forward.

**ADJOURNMENT:**

Councilmember Puett made a motion to adjourn the meeting. Councilmember Freeman seconded the motion and the vote was unanimous. The meeting adjourned at 6:23 pm.

Adopted this 14 day of February 2022.

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H.L. Beam, Mayor

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Paige H. Green, CMC, NCCMC, City Clerk

(SEAL)

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
**[Consult "Guidelines" (Form 12G) for guidance in completing this form]**

**NOTE:** This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Cherryville, City of

(b) "Buyer": Cherryville Main Street LLC

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

**NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: W Main St  
City: Cherryville Zip: 28021  
County: \_\_\_\_\_, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)  
Plat Reference :Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_  
\_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 129790

Other description: \_\_\_\_\_

Some or all of the Property may be described in Deed Book 4885 at Page 0260

(d) "Purchase Price":

\$ 30,000.00

\$ \_\_\_\_\_

\$ 1,500.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 28,500.00

paid in U.S. Dollars upon the following terms:  
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by  cash  personal check  official bank check  wire transfer  electronic transfer (specify payment service: \_\_\_\_\_)  
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  by the Effective Date OR  within five (5) days of the Effective Date of this Contract.  
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on \_\_\_\_\_, **TIME BEING OF THE ESSENCE.** by  cash  official bank check  wire transfer  electronic transfer  
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



This form jointly approved by:  
**North Carolina Bar Association**  
**North Carolina Association of REALTORS®, Inc.**  
Buyer initials PS Seller initials \_\_\_\_\_



If the parties agree that Buyer will pay any fee or deposit described above by electronic transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): Palmer Huffstetler Jr. Attorney

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on none **TIME BEING OF THE ESSENCE.**

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

Buyer initials PJA

Seller initials \_\_\_\_\_

(l) "**Settlement Date**": The parties agree that Settlement will take place on 21 days from final acceptance (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 9, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

**NOTE:** Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

Buyer initials PS Seller initials \_\_\_\_\_

- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.
  - (xii) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.
- (c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.
- (d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.
- (e) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.
- (f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

Buyer initials                      Seller initials

3. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is  is not  attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  Conventional

USDA  Other type: \_\_\_\_\_

\_\_\_\_\_ in the principal amount of \_\_\_\_\_.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) Other Property: Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

Buyer initials PS

Seller initials \_\_\_\_\_

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (  Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (  Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

Buyer initials PS Seller initials \_\_\_\_\_

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Cherryville Main Street LLC

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ \_\_\_\_\_ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

Buyer initials PJG

Seller initials \_\_\_\_\_



(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 20 for Buyer's remedies in the event of breach of this Contract.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |   |  |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)    | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)        |  |

Identify other attorney or party drafted addenda: Buyer agrees to use this vacant lot as a parking lot and will have it paved at his expense.

Buyer initials PS Seller initials \_\_\_\_\_

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

20. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

Buyer initials PS Seller initials \_\_\_\_\_

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, if Buyer elects to terminate this Contract as a result of such breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"). This provision shall not affect any other remedies available to Buyer.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials PS Seller initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

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

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

Buyer  
Cherryville Main Street LLC

Seller  
Cherryville, City of

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

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

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Entity Buyer:  
Cherryville Main Street LLC

Entity Seller:  
Cherryville, City of

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Patrick J O'Leary, Manager

By: \_\_\_\_\_

Name: Patrick J O'Leary  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: Manager

Title: \_\_\_\_\_

Date: 12/30/2021

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

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Vickie Spurling Realty
Acting as [X] Buyer's Agent [ ] Seller's(sub)Agent [ ] Dual Agent
Firm License #: C27672
Mailing Address: 211 E Main Street, Cherryville, NC 28021

Listing Firm Name: Unrepresented Seller
Acting as [ ] Seller's Agent [ ] Dual Agent
Firm License #:
Mailing Address:

Individual Selling Agent: Vickie Spurling
[ ] Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent:
[ ] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 164716

Listing Agent License #: \_\_\_\_\_

Selling Agent Phone#: (704)445-4888

Listing Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: (704)445-2009

Listing Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: vickiespurlingrealty@gmail.com

Listing Agent E-mail: \_\_\_\_\_

Buyer initials [Signature] Seller initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Cherryville, City of ("Seller")

Buyer: Cherryville Main Street LLC ("Buyer")

Property Address: W Main St, Cherryville, NC 28021 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

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

Firm: Unrepresented Seller

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

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

Seller: \_\_\_\_\_

(Signature)  
Cherryville, City of

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

Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

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

Firm: Palmer Huffstetler Jr. Attorney

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

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

Firm: Palmer Huffstetler Jr. Attorney

Time: \_\_\_\_\_  AM.  PM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

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This form is required for use in all sales transactions, including residential and commercial.



# Working With Real Estate Agents Disclosure (For Sellers)

### IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- # In a real estate sales transaction, it is important that you understand whether an agent represents you.
- # Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- # Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

*Note to Agent: Check all relationship types below that may apply to this seller.*

           **Seller's Agency** (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

           **Dual Agency**: Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party.

           **Designated Dual Agency**: If you agree in a written agency agreement, the real estate firm would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client.

  X   **Buyer Agent Working with an Unrepresented Seller** (For Sale By Owner, "FSBO"): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent.

*Note to Seller: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at nrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.*

Seller's Signature  
Cherryville, City of

Seller's Signature

Date

Vickie Spurling  
Agent's Name

164716  
Agent's License No.

Vickie Spurling Realty  
**Unrepresented Seller**  
Firm Name

REC. 4.27 # 4/6/2021

Vickie Spurling Realty, 211 E. Main Street Cherryville NC 28021  
Vickie Spurling

Phone: 7044454888

Fax: 7044452009

00 Main Street

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 [www.lwolf.com](http://www.lwolf.com)

**UNREPRESENTED SELLER DISCLOSURE AND FEE AGREEMENT**  
(Selling Agent Represents the Buyer)

This Agreement is entered into on (Date) December 30, 2021, by and between  
Cherryville, City of as "Seller", and  
Vickie Spurling Realty ("Firm")

**RECITALS:**

A. Seller is the owner of property commonly known as W Main St  
Cherryville, NC 28021 (the "Property").

B. Seller is endeavoring to sell the Property without the assistance of a licensed real estate agent; however, Firm has a client,  
Cherryville Main Street LLC ("Client") who would like to see the  
Property.

C. If Seller sells the Property to Firm's Client, Seller agrees to pay Firm a fee of Buyer agrees to pay the agent a flat fee of \$500 <sup>DS</sup> PJA  
("Fee").

**D. THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.**

Accordingly, the parties agree as follows:

1. **FEE:** The Fee will be deemed earned if Seller enters into a contract to sell the Property to Firm's Client at any time within 120 days from the date Seller signs this Agreement. Once earned, the Fee will be due and payable at the earlier of closing or Seller's failure to sell the Property as a result of Seller's default on the contract. HOWEVER, if, prior to the expiration of this Agreement and the execution of a contract to sell the Property, Seller enters into a valid listing agreement with any real estate firm, Seller shall NOT be obligated to pay the Fee if the listing firm offers compensation to Firm through a multiple listing service or otherwise.

2. **BUYER AGENCY:** Seller acknowledges that Firm is the agent representing Client with respect to the Property. As the agent of Client, the Firm has the duty to act on behalf of the Client, and will not be acting on behalf of Seller. This duty requires that all information regarding this transaction given to the Firm by Seller be disclosed to Client. For example, if Seller discloses to Firm that Seller is compelled by outside circumstances to sell by a certain date, or that Seller is prepared to lower the price, the Firm would be required to disclose this information to Client. Seller is advised to keep this in mind when communicating with Firm. By signing this Agreement, Seller acknowledges that this Client agency relationship has been previously orally disclosed to Seller when Firm first discussed an appointment to show Property to Client.

[THIS SPACE INTENTIONALLY LEFT BLANK]



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**DO NOT SIGN THIS FORM UNTIL YOU HAVE RECEIVED AND READ THE "WORKING WITH REAL ESTATE AGENTS" BROCHURE**

Seller and Firm each acknowledge receipt of a signed copy of this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

**SELLER:**

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

Seller: \_\_\_\_\_  
Cherryville, City of

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

Seller: \_\_\_\_\_

Entity Seller:  
**Cherryville, City of**  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FIRM:**

**Vickie Spurling Realty**  
\_\_\_\_\_

DocuSigned by:  
By: *Vickie H Spurling*  
\_\_\_\_\_  
Vickie Spurling

Date: 12/30/2021  
\_\_\_\_\_

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**Chamber of Commerce Board of Directors Terms  
12 Directors**

Name	Affiliation	Term Ends	Comment
Gary Dellinger	Board Elected	December 2021	2022 Nominee Barry Heavner of Houser Drug
Stephanie Gillings	Board Elected (May 26)	December 2021	2022 Nominee Emily Blackburn of Piedmont Lithium
Allen Eaker	Council Appointed	December 2021	2022 Nominee Sarah Chambers of Peak Resources Cherryville
<i>Lynne Henson</i>	<i>Council Appointed</i>	<i>December 2021</i>	<i>2022 Nominee Johnny Brown of Allstate Insurance</i>
Donna Beringer	Board Elected (May 26)	December 2022	
Hannah Garrett	Board Elected (May 26)	December 2022	
<i>Nominee: Pete Craft</i>	<i>Council Appointed</i>	<i>December 2022</i>	<i>4<sup>th</sup> term Approved by City Council</i>
<i>Emily Hurst</i>	<i>Council Appointed</i>	<i>December 2022</i>	
Pam McGinnis	Board Elected (May 26)	December 2023	
Vickie Spurling	Board Elected	December 2023	
<i>Debbie Hopper</i>	<i>Council Appointed</i>	<i>December 2023</i>	<i>Seat Replacement Nominee Casey Sipe of Modern Printing</i>
<i>Jhoan Alfaro</i>	<i>Council Appointed</i>	<i>December 2023</i>	

Mary Beth Tackett	Staff - COC Director	Indefinite	
Steve Panton	Staff - Plans	Indefinite	
Gary Freeman	City Council Rep	Indefinite	



CITY OF CHERRYVILLE

PLANNING, ZONING & CODE ENFORCEMENT OFFICE

Cherryville City Council & Mayor  
City Manager Brian Dalton

Reference: Appointment to Planning and Zoning Board

Contacting, regarding an appointee to replace Mr. Larry Gunnell. I would like for consideration Mr. Matthew Mauney. Mr. Mauney resides at 175 Oak Tree Ln., Cherryville, NC 28021. He would be an ETJ member which is needed. He is familiar with local government, and was once employed with Cherryville Police Dept... He is employed with Duke Energy and I feel would be an asset to the board.

If you have any questions or I may be of any further assistance please feel free to contact me at 704-435-1705 or by E-Mail at [dmackey@cityofcherryville.com](mailto:dmackey@cityofcherryville.com).

Thank you for your time and attention to these matters and Best Regards.

Derrick Mackey



**CITY OF CHERRYVILLE**  
**CONDITIONAL USE PERMIT (CUP) APPLICATION**

Application Number: \_\_\_\_\_ Date of Application: 11-10-21

**Applicant Information:**

Name: Cherryville Main St. LLC

Address: 211 E Main St

Telephone: 704-477-7563 Home: \_\_\_\_\_ Cell: \_\_\_\_\_

**Property Information:**

Property Location: 126 W. Main St.

Gaston County Tax Book: \_\_\_\_\_ Page: \_\_\_\_\_ Parcel ID# 129707

Deed Book: 5080 Page: 2214

Existing Use: LONG TERM VACANT Proposed Use: RESIDENTIAL  
ZONED B-1 ZONING allows residential but  
for entire bldg Res need CU permit

Property Size: 30 X 106 (Sq. Ft. / Acres) .08

Is a Rezoning application being submitted with the CUP application?

YES OR NO (circle) Not needed



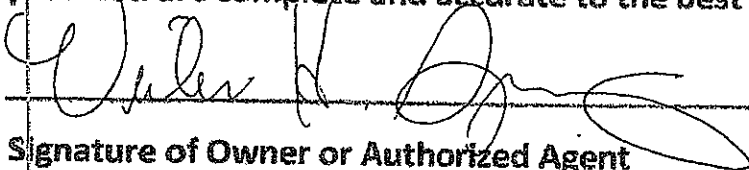
**CITY OF CHERRYVILLE**  
**CONDITIONAL USE PERMIT (CUP) APPLICATION**

**Other Required Information (attach the following)**

A preliminary site plan shall be submitted along with the application to the Zoning Administrator for review. Said site plan shall contain the following:

1. Name, address, and phone number of the applicant and the property owner (if different than the applicant), deed book and page number of the property description.
2. A scaled boundary survey showing the total acreage, present zoning classification (s), date and arrow north.
3. The owner's names, addresses, tax parcel numbers, and existing land uses of all adjoining properties.
4. All existing easements, reservations, and right- of- ways on the properties.
5. Proposed primary circulation patterns showing locations and arrangements of access points to nearby streets.
6. The proposed location of buildings and total square footages.
7. Buffering and landscaping plans at all front, rear, and side yards.
8. Proposed phasing of the development.
9. Other information offered by the applicant(s) or requested by the Planning Board of the City Council.

I, the undersigned owner or authorized representative, hereby submit this application with the attached information. The information and documents provided are complete and accurate to the best of my knowledge.

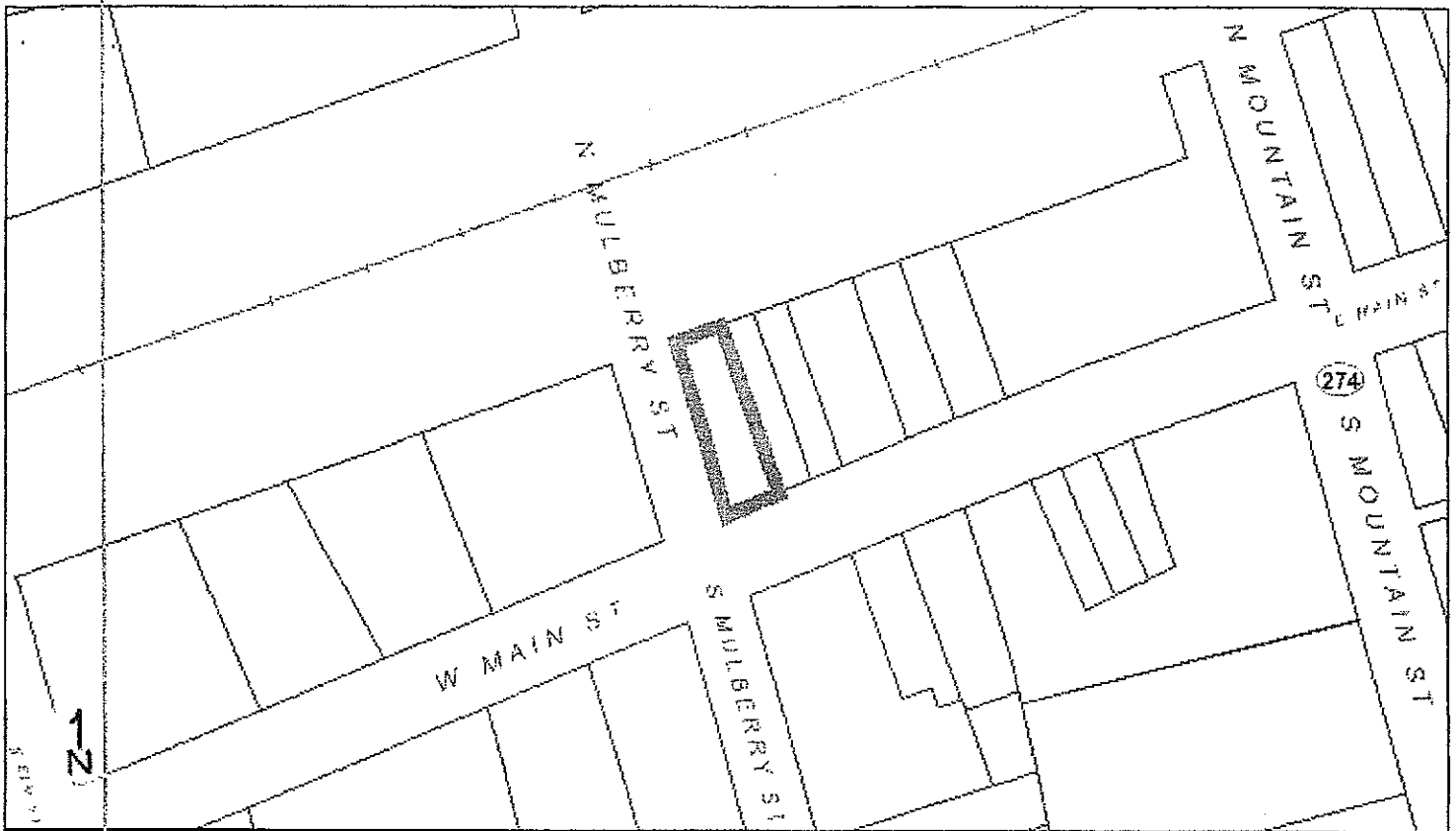


Signature of Owner or Authorized Agent

11-10-2021

Date





**Primary Property Address**

126 W MAIN ST CHERRYVILLE, NC 28021

**Tax Information**

**PARCEL #:** 129707  
**PIN #:** 2690014218  
**CURRENT OWNERS:** CHERRYVILLE MAIN ST LLC  
**MAILING ADDRESS:** 6711 E CAMELBACK RD UNIT 12 SCOTTSDALE, AZ 85251-  
**NBHD #:** CV001  
**NBHD NAME:** DOWNTOWN CHERRYVILLE  
**TOWNSHIP:** CHERRYVILLE TOWNSHIP  
**LEGAL DESC:** . 06 005 134 00 000

**Tax Information**

**DEED BOOK:** 5080 **PAGE:** 2214  
**DEED RECORDING DATE:** 11/12/2019  
**SALES AMOUNT:** \$0  
**PLAT BOOK:** PAGE:  
**STRUCTURE TYPE:** RETAIL GENERAL  
**YEAR BUILT:** 1924  
**VACANT:** IMPROVED  
**SQUARE FOOTAGE:** 8820  
**BASEMENT:** NO  
**BED:** 0 **BATH:** 0 **HALF-BATH:** 0  
**MULTI-STRUCTURES:** NO  
**ACREAGE:** 0.08  
**TAX DISTRICT:** CHERRYVILLE CITY  
**VOLUNTARY AG DISTRICT:** NO  
**PROPERTY USE:** COMMERCIAL

**Tax Values**

**MARKET LAND VALUE:** \$13,070  
**MARKET IMPR. VALUE:** \$49,980  
**MARKET VALUE:** \$63,050  
**FARM DISCOUNT:** NO  
**EXEMPTION:** NO  
**TAXABLE VALUE:** \$63,050

**Election Information**

**PRECINCT NAME:** CHERRYVILLE III  
**POLLING PLACE:** FIRST PRESBYTERIAN CHURCH FELLOWSHIP HALL  
**POLLING ADDRESS:** 107 W. ACADEMY ST  
**WARD #:** 2  
**CONGRESS REPRESENTATIVE:** VIRGINIA FOXX  
**CONGRESSIONAL DISTRICT:** 5  
**HOUSE REPRESENTATIVE:** KELLY E. HASTINGS  
**HOUSE DISTRICT:** 110  
**SENATOR:** KATHY HARRINGTON  
**SENATE DISTRICT:** 43

**Parcel Information**

**CITY LIMITS:** CHERRYVILLE  
**ETJ:** NOT IN ETJ  
**POLICE DISTRICT:** CHERRYVILLE  
**FIRE DISTRICT:** CHERRYVILLE  
**FLOOD:**  
**LOCAL WATERSHED:** MUDDY CREEK  
**CENSUS TRACT:** 307

**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, 2019. - Document created for printing on 11/10/2021

**DISCLAIMER**  
THIS DOCUMENT IS THE PROPERTY OF UPLAND ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF UPLAND ARCHITECTS.

NO.	REVISION	DATE

REVISION FOR: **PERMITS DESIGN** DATE REVISION: **02/27/21**  
PROJECT TITLE:

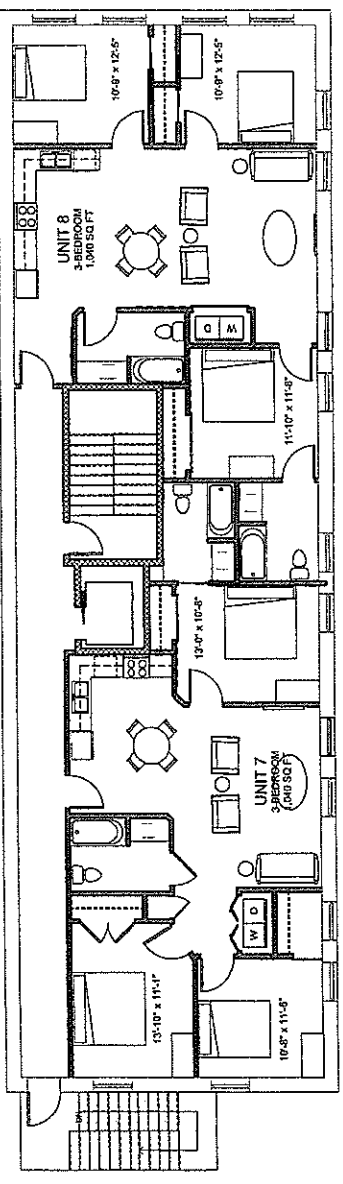
**RENOVATIONS TO  
126 W. MAIN  
STREET**

126 W. MAIN ST  
CHERRYVILLE, NC 28021

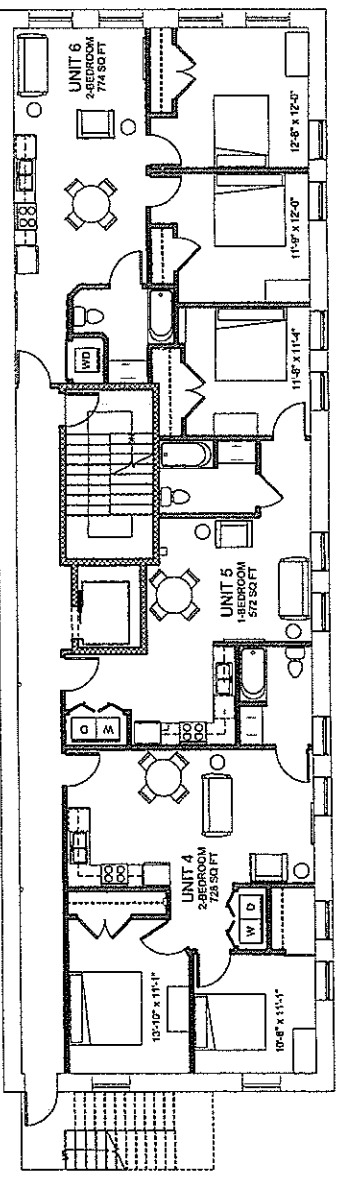
DRAWING TITLE:  
**PROPOSED FLOOR PLANS  
OPTION A**

PERMITTED DATE:	PROJECT NUMBER:
DATE:	NO.:

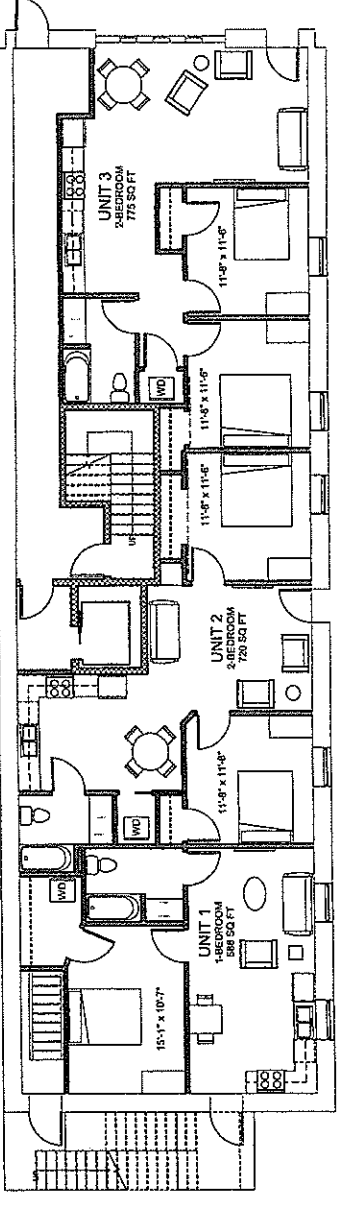
**A103**



③ THIRD FLOOR PLAN  
318' x 110'



② SECOND FLOOR PLAN  
318' x 110'



① FIRST FLOOR PLAN  
318' x 110'



- c. Other uses - same as the R-9 District
4. Minimum Rear Yard Setback
- a. Amateur Radio Towers- A minimum rear yard setback of at least 1.5 times the height of the tower.
  - b. Telecommunication Towers and Facilities- See Section 5.23
  - c. All other uses - twenty-five (25) feet
5. Minimum Lot Width (As measured at the required front setback); at least thirty-five (35) feet of lot width measured at the street right-of-way line shall be required except as noted)
- a. Office buildings, museums, funeral home, florist, laboratory, photocopying and offset printing, and multi-family dwelling - one hundred (100) feet with at least fifty (50) feet at the street right-of-way line
  - b. Two-family dwellings - eighty (80) feet
  - c. Churches and schools - one hundred-twenty (120) feet with at least fifty (50) feet at the street right-of-way line
  - d. Other uses - seventy (70) feet
6. Maximum Building Height
- a. Amateur Radio Tower- Fifty (50) feet.
  - b. All other uses - thirty-five (35) feet, except as provided in Section 5.9 of this Ordinance

**7.7.4 Screening:**

Screening, as provided in Section 5.2 of this Ordinance shall be required.

**Section 7.8 B-1 Central Business District**

**7.8.1** The following uses are permitted by right:

**Retail Uses**

- A. Antique store

- B. Appliance and appliance repair store
- C. Arts and crafts store
- D. Automobile and boat supply store
- E. Automobile service station
- F. Bakeries (retail)
- G. Bicycle store
- H. Beauty supply store
- I. Book and stationery store
- J. Camera shop
- K. Clock shop
- L. Clothing shop
- M. Computer service store
- N. Convenience store (no fuel sales)
- O. Curtain and drape store
- P. Delicatessen
- Q. Dressmaking shop
- R. Drugstore
- S. Dry cleaning stores (pick-up and delivery only)
- T. Dry goods shop
- U. Florist and gift shop
- V. Floor covering, lighting, wallpaper, paint and window covering store
- W. Food store
- X. Formal wear store
- Y. Furniture store
- Z. Furrier
- AA. Gun shop
- BB. Hardware store
- BBB. Bar, Nightclub, Tavern, Brewpub, Micro-brewery, Liquor store, Wine store  
and Beer store
- CC. Hobby store
- DD. Household goods shop
- EE. Jewelry and jewelry repair shop
- FF. Key shop
- GG. Linen shop
- HH. Luggage and leather shop
- II. Medical supply store
- JJ. Music store
- KK. Notion and fabric store
- LL. Office supply and equipment
- MM. Pawn shop
- NN. Postal store
- OO. Restaurant
- PP. Second-hand shop (excluding pawn shop)
- QQ. Shoe store
- RR. Shoe repair shop
- SS. Sporting goods and trophy shop
- TT. Tailor and alteration shop

- UU. Toy store
- VV. Variety and department store
- WW. Video rental and sales shop
- XX. Shopping centers, Class A

**Services**

- A. Automobile parking lot
- B. Barber shop
- BBB. Bar, Nightclub, Tavern, Brewpub, Micro-brewery, Liquor store, Wine store and Beer store
- C. Beauty shop
- D. Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with up to fifty (50) enrolled students
- E. Essential Services, Classes 1 and 2
- F. Finance company
- G. Financial institution
- H. Film processing shop
- I. Fitness Center and/or Tanning Salon
- J. Interior decorating studio
- K. ~~Laundromat~~ deleted by City Council 7-14-2014
- L. Library
- M. Locksmith
- N. Maintenance Services
- O. Medical clinic
- P. Museum
- Q. Offices and office buildings for business, professional and public services with a maximum gross floor area of ten thousand (10,000) square feet
- R. Opticians and optical services
- S. Photocopying and offset printing services
- T. Post office
- U. Public safety station
- V. ~~Recycling depository~~ deleted by City Council 7-14-2014
- W. Studios (for artists, musicians, etc.)
- X. Travel agency

**Residential Uses**

- A. Residential apartments located in the same building and on top of a commercial or office use provided all building and fire codes are met and that at least one (1) off-street parking space is provided per residential unit.

7.8.2 The following uses are permitted subject to the issuance of a special use permit by the City Council in accordance with Part 13 of this Ordinance:

### Residential Uses

- A. Any multi-family dwelling or development not associated with a commercial use

### Retail Uses

- A. Shopping centers, Class A and B
- B. Pet store

### Services

- A. Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with over fifty (50) enrolled students
- B. Automobile parts supply store
- C. Auction houses, indoors (excluding livestock auctions)
- D. Office buildings containing over ten thousand (10,000) square feet of gross floor area
- E. Arcade or amusement center or game room
- F. ~~Telecommunication Towers and Facilities~~ deleted by City Council 7-14-14
- G. Tire Sales (added as amendment 9-14-2009)

### **7.8.3** Yard Requirements

(NOTE: Yard and height requirements for telecommunication towers and facilities shall be as provided in Section 5. 23.)

1. Minimum lot size - none
2. Maximum gross floor area of any individual principal use - ten thousand (10,000) square feet
3. Minimum lot width - none
4. Minimum front yard setback - none
5. Minimum side yard setback - none, except ten (10) feet shall be required on all corner lots and twenty (20) feet on side yards which abut any Residential (R) District
6. Minimum rear yard setback - none, except twenty (20) feet shall be required on all lots whose rear yard abuts any Residential (R) District
7. Maximum building height - fifty (50) feet, except as permitted in Section 5.9 of this Ordinance
8. Off-street parking and loading - all off-street parking and loading

## Residential Uses

- A. Residential apartments located in the same building and on top of a commercial or office use provided all building and fire codes are met and that at least one (1) off-street parking space is provided per residential unit.

7.8.2 The following uses are permitted subject to the issuance of a conditional use permit by the City Council in accordance with Part 13 of this Ordinance:

### Residential Uses

- A.\* Any multi-family dwelling or development not associated with a commercial use \*

### Retail Uses

- A. Shopping centers, Class A and B
- B. Pet store

### Services

- A. Commercial schools providing training in any of the arts, sciences, trades or professions, conducted indoors, with over fifty (50) enrolled students
- B. Automobile parts supply store
- C. Auction houses, indoors (excluding livestock auctions)
- D. Office buildings containing over ten thousand (10,000) square feet of gross floor area
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3. Minimum lot width - none
4. Minimum front yard setback - none
5. Minimum side yard setback - none, except ten (10) feet shall be required on all corner lots and twenty (20) feet on side yards which abut any

CITY OF CHERRYVILLE  
116 SOUTH MOUNTAIN STREET  
CHERRYVILLE, NC 28021

cash1 10/11/2021 13:31

Receipt: 572789

VICKIE SPURLING

NEW CHARGES	
ZONING FEE	250.00
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TOTAL:	250.00
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PAYMENTS	
CHECK PAYMENT	250.00
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TOTAL:	250.00
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TENDERED:	250.00
APPLIED:	250.00
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CHANGE DUE:	0.00
BALANCE	0.00



## SPECIAL USE PERMIT FINDINGS OF FACT

PROPERTY LOCATION: 126 West Main St. Parcel #129707

USE: Any multi-family dwelling or development not associated with commercial use B-1 (Central Business District)

### FINDINGS OF FACT

	YES	NO
1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan, and	—	—
2. The use meets all required conditions and specifications, and	—	—
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity, and	—	—
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Cherryville Land Development Plan.	—	—

After having held a Public Hearing on \_\_\_\_\_ and in light of the Finding of Fact listed herein, the following action was taken by Cherryville City Council:

\_\_\_\_\_  
H.L. Beam, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paige H. Green, CMC, NCCMC, City Clerk

ATTEST:

*Mission Statement: Providing Exceptional Service to our community that inspires life to blossom*





**CITY OF CHERRYVILLE**  
**MAJOR FUND FINANCIAL SUMMARY REPORT**  
**6 MONTHS ENDING DECEMBER 31, 2021**  
**50%**

	A	B	C	E	F	G	H	I	J	L	M	N
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\*\*\*given to council/dept heads monthly

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	A	B	C	D	E	F	G	H	I	J
1	<b>CITY OF CHERRYVILLE</b>									
2	<b>MAJOR BOND/GRANTS FINANCIAL SUMMARY REPORT</b>									
3	<b>6 MONTHS ENDING DECEMBER 31, 2021</b>									
4	42%									
5	 									
6	<b>DOWNTOWN BEAUTIFICATION BOND</b>					<b>BOND AND ARP BANK BALANCES</b>				
7			Annual Budget	Actual to Date	YTD %					
8	<b>Revenues</b>		FY '21-22	FY '21-22	Collected					
9		Bond Proceeds	\$ 3,631,123	\$ -	0%		Bond Projects			\$ 7,178,360
10		Bond Interest	\$ -	\$ 544	#DIV/0!		ARP Funding			962,028
11		Total	\$ 3,631,123	\$ 544	0%					
12										
13			Annual Budget	Actual to Date	YTD %		Total			\$ 8,140,388
14	<b>Expenditures</b>		FY '21-22	FY '21-22	Spent					
15		Legal	\$ 37,474	\$ 12,467	33%		<b>AMERICAN RECOVERY PLAN (ARP)</b>			
16		Professional Services	\$ 410,688	\$ 94,333	23%		<b>Revenues</b>	Annual Budget	Actual to Date	YTD %
17		Construction	\$ 2,777,418	\$ -	0%		FY '21-22	FY '21-22	Collected	
18		Contingency	\$ 405,542	\$ -	0%		ARP Funding	\$ -	\$ 967,565	#DIV/0!
19		Total	\$ 3,631,122	\$ 106,800	3%		ARP Interest	\$ -	\$ 38	#DIV/0!
20							Total	\$ -	\$ 967,603	#DIV/0!
21	<b>WATER/SEWER BOND</b>									
22			Annual Budget	Actual to Date	YTD %			Annual Budget	Actual to Date	YTD %
23	<b>Revenues</b>		FY '21-22	FY '21-22	Collected		<b>Expenditures</b>	FY '21-22	FY '21-22	Spent
24		Bond Proceeds	\$ 5,908,357	\$ -	0%		Adminstration	\$ -	\$ 575	#DIV/0!
25		Bond Interest	\$ -	\$ -	#DIV/0!		Black Rock	\$ -	\$ 5,000	#DIV/0!
26		Total	\$ 5,908,357	\$ -	0%		Waste Water Generator	\$ -	\$ -	#DIV/0!
27							Total	\$ -	\$ 5,575	#DIV/0!
28			Annual Budget	Actual to Date	YTD %					
29	<b>Expenditures</b>		FY '21-22	FY '21-22	Spent					
30		Legal	\$ 74,945	\$ 39,259	52%					
31		Professional Services	\$ 484,305	\$ 217,159	45%					
32		Construction	\$ 4,879,041	\$ 1,879,266	39%					
33		Contingency	\$ 470,066	\$ -	0%					
34		Total	\$ 5,908,357	\$ 2,135,683	36%					
35										
36										
37										
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\*\*\*given to council/dept heads monthly

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