

**Town of Dallas**  
**Agenda**  
**October 13, 2020**  
**6:00 PM**  
**BOARD OF ALDERMEN**  
**Rick Coleman, Mayor**

**Jerry Cearley, Mayor Pro-Tem**

**Darlene Morrow**

**Allen Huggins**

**E. Hoyle Withers**

<b>ITEM</b>	<b>SUBJECT</b>	<b>Page</b>
<b>1.</b>	<b>Invocation and Pledge of Allegiance to the Flag</b>	
<b>2.</b>	<b>Approval of Agenda with Additions Or Deletions</b>	
<b>3.</b>	<b>Approval of Minutes</b>	
	A. September 8 <sup>th</sup> Regular Meeting and September 15 <sup>th</sup> and 22 <sup>nd</sup> Work Sessions	2
<b>4.</b>	<b>Recognition of Citizens: Time set by Mayor</b>	
	A.	
<b>5.</b>	<b>Consent Agenda (to be acted on collectively, unless removed for further discussion)</b>	
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	A. Amendment to Emergency Sewer Connection Agreement	35
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<b>10.</b>	<b>Closed Session:</b>	

**MINUTES FOR BOARD OF ALDERMEN MEETING**  
**September 8<sup>th</sup>, 2020**  
**6:00 PM**

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

The following staff members were present: Maria Stroupe, Town Manager; Town Attorney, Tom Hunn; Robert Walls, Police Chief; Bill Trudnak, Public Works Director; Earl Withers, Fire Chief; Doug Huffman, Electric Director; Brandon Whitener, Recreation Director; Jonathan Newton, Finance Director; Nolan Groce, Dev. Services Director; Sarah Hamrick, Interim Town Clerk.

The Mayor Coleman called the meeting to order at 6:01 pm.

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to the agenda. There were no changes to the agenda. Mr. Cearley made a motion to approve the agenda presented, seconded by Ms. Morrow, and carried unanimously.

Mr. Cearley made a motion to approve the minutes from the August 11th, 2020 regular meeting and the August 25th, 2020 work session; seconded by Ms. Morrow, and carried unanimously.

**Consent Agenda:**

Item 5A was a request to approve the Proclamation for Fire Prevention Week 2020 in order to promote fire prevention and education for our community and to support our Fire Department in their public safety activities and efforts. See Exhibit A1.

Item 5B was to approve the CARES Act Sub-Grant Agreement. On July 2, 2020, we were notified by Gaston County that the NC bill to release additional CARES Act funds for counties and municipalities received final approval. See Exhibit's B;1,2,3,4,5,6,7,8,9. Mr. Cearley made a motion to approve both agendas as presented, seconded by Mr. Withers, and carried unanimously.

**Recognition of Citizens:**

Sharon Ratchford spoke on behalf of her brother expressing her concern on the treatment of her brother from the Town.

Curtis Wilson asked to say a prayer over the meeting.

**Public Hearing:**

Item 6A was a Public Hearing to consider a Driveway Permit application. In January, the Board of Aldermen updated and adopted standard street details and traffic standards. Tiffany Faro, former Development Services Director, was working on implementation of a driveway permit application. Although the current ordinance references a driveway permit, a standardized permit has not been implemented. It is recommended that the permit fees be set at \$25 per residential driveway permit and \$50 per commercial driveway permit. See Exhibit's C; 1,2,3,4. Ms. Morrow made a motion to exit the public hearing, seconded by Mr. Cearley, and carried unanimously. Mr. Withers made a motion to approve the Driveway Permit as presented, seconded by Ms. Morrow, and carried unanimously.

Item 6B was a Public Hearing to consider the Regulating Hours of Alcohol Sales. Mr. Jim Bailey requested at the August 25<sup>th</sup> Work Session that the Board consider approving alcohol sales prior to noon on Sundays. His request was for sales to be allowed to begin at 11:00 am. Consideration could be made to allow sales to begin at 10:00 am to provide consistency with other jurisdictions for chain stores such as Food Lion, Wal-Mart, Family Dollar, etc. Sunday morning alcohol service will allow the hospitality community and retail merchants in our community to meet the needs of their customers. Earlier hours will also benefit our small business community, bring people into the business district earlier in the day, and generate increased tax revenues. See Exhibit D1. Ms. Morrow made a motion to exit the public hearing, seconded by Mr. Cearley, and carried unanimously. Mr. Huggins made a motion to pass the Action, seconded by Mr. Cearley, and carried unanimously.

**Old Business:**

None

**New Business:**

Item 8A is a request from Wilson Family Rentals for annexation into the Town of Dallas of PID#169183. The requested zoning is R-8 "Multi Family Residential" for the development of an apartment community. See Exhibit's E; 1-23. Mr. Cearley made a motion to bring back the discussion to September 22 Work Session, seconded by Ms. Morrow, and carried unanimously.

Item 8B was to revise the Social Media Policy for the Town Employees. It is in the best interest of the Town to have a social media policy guiding employees' use of this medium. A proposed social media section has been added to this current policy. See Exhibit F; 1,2,3,4,5. Mr. Cearley made a motion to adopt the new Policy, seconded by Ms. Morrow, and carried unanimously.

Item 8C was a request for the Budget Amendment for 109 W. Wilkins Parking Lot. The budget amendment is to account for cost increases in the amounts budgeted for the parking lot plans and construction at Town Hall in relation to the Downtown Development Agreement with Sammy's of Dallas. Originally, Professional Service was budgeted at \$10,000, while the actual cost of the plans with revisions is now \$19,668. This requires a budget amendment of \$9,668 to the Professional Service line item. Construction of the parking lot was budgeted at an estimated

\$139,844. Actual bid costs received are \$150,240, requiring a budget amendment to the Capital Outlay: Construction line item of \$10,396. A total budget amendment appropriating \$20,064 of available fund balance to meet these increased costs is proposed. See Exhibit G1. Mr. Withers made a motion to pass the amendment, seconded by Ms. Morrow, and carried unanimously.

Item 8D was to discuss Dallas not participating in the Social Security Tax Deferral. On August 8, 2020, President Trump issued an Executive Order directing the Secretary of the Treasury to authorize deferral of the employee portion of the social security tax (6.2%) for wages paid between September 1<sup>st</sup> and December 31<sup>st</sup>, 2020. This is a deferral, not a waiver. The deferral is voluntary and at the discretion of the employer. There is no penalty if employers choose not to implement the deferral. If an employer chooses to defer the employee's social security taxes over the remaining four-month period of 2020, then those taxes will have to be collected on top of the regular employee social security taxes beginning January 1, 2021 and paid to the IRS no later than April 30, 2021. This means an employee would, in essence, have double social security taxes deducted from their paycheck for the first four months of 2021. Based on these clarifications, there is no real advantage to employees for Dallas to defer these payroll taxes. See Exhibit's H; 1,2,3. Mr. Cearley made a motion to not participate in the Social Security Tax Deferral, seconded by Ms. Morrow, and carried unanimously.

Item 8E was to discuss the update on the Sewer Interconnect Project. A meeting was held on July 29, 2020 between Dallas and Gastonia to discuss the bids received by both entities and moving forward. Based on the bids received, the numbers have come back higher than anticipated. Options for revising the agreement are being reviewed and will be brought back for discussion once the reviews are complete. A work session is proposed for Tuesday, September 15, 2020 at 12pm in the Civic Building. Mr. Cearley made a motion to approve moving the discussion to the September 15<sup>th</sup> work session, seconded by Ms. Morrow, and carried unanimously.

Ms. Stroupe gave a Manager's Report, noting a concern. She stated there is an issue with a tree at left of the Courthouse that is possibly dying and may need to be taken down. Town employees will take the tree down and sub-contract out the stump grinding.

Mr. Cearley made a motion to adjourn, seconded by Mr. Withers, and carried unanimously.  
(6:45)

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Rick Coleman, Mayor

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Sarah Hamrick, Int. Town Clerk

**TOWN OF DALLAS**  
**MINUTES FOR BOARD OF ALDERMEN Work Session**  
**September 15, 2020**  
**12:00 PM**

The following elected officials were present: Mayor Richard Coleman, Alderman Jerry Cearley, Alderman Allen Huggins, Alderman E. Hoyle Withers Jr., and Alderwoman Darlene Morrow.

The following staff members were present: Maria Stroupe, Town Manager; Sarah Hamrick, Int. Town Clerk; Jonathan Newton, Finance Director; Nolan Groce, Development Services Director; Barry Webb, Project Coordinator; JJ Robbins, Water/Sewer Supervisor; Christie Huffstetler, Admin Assistant.

Mayor Coleman called the meeting to order at 12:35 pm.

Item 8E was to discuss the Sewer Interconnect Project. All agreed for Town Manager Stroupe to meet with the City of Gastonia to further discuss on how to proceed with this project and to make an offer to them.

Alderman Cearley made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously. **(1:32)**

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Rick Coleman, Mayor

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Sarah Hamrick, Int. Town Clerk

## MINUTES FOR BOARD OF ALDERMEN WORK SESSION

SEPTEMBER 22, 2020

5:00 PM

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

The following staff members were present: Town Manager, Maria Stroupe; Finance Manager, Jonathan Newton; Recreation Director, Brandon Whitener; Police Chief, Robert Walls; Developmental Services Director, Nolan Groce; Fire Chief, Earl Withers III; Interim Town Clerk, Sarah Hamrick; newly appointed Town Clerk/Human Resources Director, Shannon Whittle; Public Works Director, Bill Trudnak.

Mayor Coleman called the meeting to order at 5:00pm.

Mayor Coleman opened with the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or changes to the agenda. Mayor Coleman requested to move Item 4 on the agenda before Item 3 – New Business, since it involved a Closed Session. Alderman Withers made a motion to set the agenda with the change, seconded by Alderwoman Morrow, and carried unanimously. The meeting then moved into a closed session.

At 5:02 pm, Alderwoman Morrow motioned to enter closed session, as provided for by NCGS 143-318.11 (3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The motion was seconded by Alderman Huggins and was carried unanimously.

At 5:46 pm, Alderwoman Morrow made a motion to reopen proceedings from the closed session, seconded by Alderman Withers, and carried unanimously.

Item #3A was from Wilson Family Rentals, owner of PID #169183 (no address assigned), in request for annexation into the Town of Dallas. This item was brought before the Board of Aldermen at the July 14<sup>th</sup> and September 8<sup>th</sup> meetings and the Board asked to discuss the request in more detail at this Work Session. The requested zoning is “Multi-Family Residential” (see Exhibit 3A-A) for the development of an apartment community – the parcel is considered non-contiguous. A sufficiency investigation was performed and the petition was deemed sufficient, as the 2003 Future Land Use Plan highlights this parcel for new residential development. Previously, the Planning Board unanimously approved a motion for the property to be annexed at their October 2019 meeting. A discussion was held as to the merits of the request. The Board expressed concerns that it would be a strain on Dallas’ resources to provide services that far out of town and the complex would not have solid waste services from the Town of Dallas. Formal action will be taken at the October Board of Aldermen meeting.

Item #3B was concerning parking on S. Pine Street. Alderman Cearley asked for a discussion concerning parking on the street in the vicinity of S. Pine Street and W. Robinson Street (see Exhibit 3B-A). The area is not currently listed in the “No Parking” Schedule of the Code of Ordinances. The Board discussed and ordinance amendment and requested staff to provide their recommendations.

Item #3C was from Lutheran Service Carolinas (LSC) in request of forgiveness of \$230,000 promissory note. In December 2002, Dallas became a Secured Party for the aforementioned Promissory Note for the DHS Apartments, LLC (see Exhibit 3C-E). Under the terms, the owners (Mr. William B. Farris and Mr. Scott A. Redinger) would make annual interest-only payments to the Town. On December 10, 2024, the principal (\$230,000) amount, plus any accrued interest, would be due to the Town. On May 12, 2015, the

Board approved the replacement of Mr. Farris by LSA Management, doing business as LSC (see Exhibit 3C-A). On October 8, 2019, the Board approved the replacement of Mr. Redinger by LSC, resulting in LSC being the sole managing member of the promissory note (see Exhibits 3C-B and 3C-C). In a letter dated, August 31, 2020 (see Exhibit 3C-D, LCS has requested that the Town forgive the agreed upon \$230,000 and any accrued interest that will be due on December 10, 2024. The note currently generates \$3,700 per year in interest payments to the Town. Town Manager, Maria Stroupe recommends that the Promissory Note not be forgiven. Formal action will be taken at the October Board of Aldermen meeting.

Item #3D was concerning the Rescue Squad's use of the Civic Building. Alderman Withers asked for a discussion to allow the Rescue Squad to use the Civic Building for one day in October and one day in November in conjunction with their annual family pictures fund raiser. The dates of the pictures are October 18, 2020 and November 8, 2020. The Board determined that only one family should be scheduled at one time for a session and formal action will be made at the October Board of Aldermen meeting.

Item #3E was concerning the upcoming Town Events and Basketball season. The continuing presence of COVID-19 has made a discussion on whether to hold the annual December Town Events or the Basketball program prudent. The December events include Carols on the Square (1<sup>st</sup> Friday in December) that attracts 200-300 participants and the Christmas Parade (2<sup>nd</sup> Friday in December) that attracts an estimated 2000+ participants and parade viewers. The basketball program normally begins its signups in October and starts practice in November, with games at the beginning of January. It is a close contact sport between the players and the gym bleachers are normally fully filled with spectators. Planning for all of these events takes several months. The board has requested to continue this discussion at the October Board of Aldermen meeting, following Governor Cooper's upcoming announcement.

Item #3F was in regard to the continuation of virtual Board meetings. Since restrictions were put in place in March 2020, Board of Aldermen Meetings and Work Sessions were available exclusively via Zoom until the September 8<sup>th</sup> Board Meeting. This meeting was open to the public with limited capacity after passing a health screening. If the Board desires to continue offering a virtual viewing option for Board meetings on a permanent basis, it is the recommendation of Staff to up-fit the equipment in the Community Room to provide a better virtual experience for viewers, particularly the sound quality. The Board agreed to continue with health screenings and Zoom access and requested estimates to upgrade the quality of Zoom and the Community Room sound system.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Withers, and carried unanimously. (6:25 pm).

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Rick Coleman, Mayor

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Shannon Whittle, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: New Cingular Wireless Antenna Lease Agreement Amendment

AGENDA ITEM NO. 5A

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

New Cingular Wireless PCS, LLC has had cell service equipment on the Town's water tank located at 104 S. Oakland St. since June 2005. Periodically upgrades need to be made to the equipment and this requires an amendment to the existing agreement.

Attached is a proposed Fourth Amendment to Water Town Option and Lease Agreement. This agreement has been reviewed by the Town's cell tower consultant, Mr. Rick Edwards of Cityscape Consultants, Inc. and found to be in good order. This adjustment also includes an increased lease fee to New Cingular Wireless of an additional \$1,761.40 annually.

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MANAGER RECOMMENDATION: Approve the Lease Amendment with New Cingular Wireless PCS, LLC as presented.

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BOARD ACTION TAKEN:



## **FOURTH AMENDMENT TO WATER TOWER OPTION AND LEASE AGREEMENT**

This Fourth Amendment to Water Tower Option and Lease Agreement (this "Fourth Amendment"), effective as of the later of the signature dates below (the "Effective Date"), is by and between the Town of Dallas, a North Carolina municipal corporation, with its offices located at 210 N. Holland Street, Dallas, NC 28034, hereinafter "Landlord", and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office located at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, hereinafter "Tenant".

**WHEREAS**, Landlord and Tenant entered into a Water Tower Option and Lease Agreement on June 17, 2005, together with a First Amendment to Water Tower Option and Lease Agreement dated May 9, 2012 (the "Lease"), a Written Authorization to Modification of Lease Amendment Documents dated May 15, 2012, (collectively, the "First Amendment"), a Second Amendment to Water Tower Option and Lease Agreement dated October 14, 2015, (the "Second Amendment"), and a Third Amendment to Water Tower Option and Lease Agreement dated April 25, 2016 (the "Third Amendment") (the Lease and the First, Second and Third Amendments are, collectively, the "Agreement"), whereby Tenant leased from Landlord a portion of real property (the "Land") and space on the Landlord's water tank (the "Tower") at 104 S. Oakland Street, Dallas, North Carolina, as more fully described in the Agreement;

**WHEREAS**, Landlord and Tenant desire to further amend the Agreement in order to modify equipment on the Tower, and increase the Rent as a result of that additional equipment being added to the Tower; and

**WHEREAS**, Landlord and Tenant desire and intend to modify the Agreement as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereto agree to be legally bound to this Fourth Amendment as follows:

1. Exhibit C, C-1 and C-2 to the Agreement, which sets forth the equipment Tenant is allowed to install on the Tower, is hereby deleted in its entirety and replaced with Exhibit C-3, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit C, C-1, C-2 and Exhibit C-3, Exhibit C-3 shall control.
2. Effective on the date that Tenant begins construction of improvements described herein, the new annual Rent amount shall be Thirty-Four Thousand Nine Hundred Seventy-Seven and 00/100 Dollars (\$34,977.00). Tenant shall pay to Landlord the prorated difference between the new annual rental amount and the adjusted

annual rent amount effective July 1, 2020 of Thirty-Three Thousand Two Hundred Fifteen and 60/100 Dollars (\$33,215.60) for annual rent, the amount to be prorated as of the effective date of this Fourth Amendment (the "Rent Adjustment Payment"). The Rent Adjustment Payment shall be paid within thirty days of the commencement of construction of improvements. On July 1, 2021, the annual rent for the year ending June 30, 2022 shall be Thirty Four Thousand Nine Hundred Seventy Seven and 00/100 Dollars (\$34,977.00), which shall be paid in an annual installment due July 1, 2021. Commencing on July 1, 2022, and each Extension Term exercised thereafter, the annual Rent will increase by 15% over the Rent paid for the last year of the previous Term. Rent shall be payable to Landlord's Site Manager, CityScape Consultants, Inc. Upon agreement of the parties, Tenant may pay rent by electronic funds transfer and, in such event, Landlord's Site Manager agrees to provide to Tenant banking routing information for such purpose upon request of Tenant.

4. Section 22 of the Agreement is hereby amended as to Landlord's notice addresses as follows:

To Landlord:  
Town of Dallas  
210 N. Holland Street  
Dallas, NC 28034  
Attn: Town Manager  
Tel: 704-922-3176 Fax: 922-4701  
mstroupe@dallasnc.net

With a copy to:  
CityScape Consultants, Inc.  
2423 South Orange Ave #317  
Orlando, Florida 32806  
Attn: Contract Administration  
Tel: 877-438-2851 Fax: 877-220-4593  
admin@cityscapegov.com

3. Landlord and Tenant each hereby warrant to the other that the person executing this Fourth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Fourth Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Fourth Amendment.
4. All provisions of the Agreement not amended hereby shall remain in full force and effect, and shall remain binding on the parties hereto.
5. The Agreement and this Fourth Amendment contain all agreements, promises or understandings between Landlord and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant

in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Fourth Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Fourth Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and/or enforceability of the remaining provisions of the Agreement and/or this Fourth Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LANDLORD:

**The Town of Dallas**  
**a North Carolina municipal corporation**

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

Print Name: Rick Coleman

Title: Mayor

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

ATTEST:

\_\_\_\_\_  
Print Name: Maria Stroupe

Title: Town Manager

TENANT:

**NEW CINGULAR WIRELESS PCS, LLC**  
**a Delaware limited liability company,**  
By: AT&T Mobility Corporation  
Its: Manager

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

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

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

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

ATTEST:

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

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

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I certify that on \_\_\_\_\_, 2020, I know or have satisfactory evidence that Rick Coleman is the person who appeared before me, and said person acknowledged that he/she signed the foregoing instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the Town of Dallas, a North Carolina municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

I certify that on \_\_\_\_\_, 2020, I know or have satisfactory evidence that \_\_\_\_\_ (name) is the person who appeared before me, and said person acknowledged that he/she signed the foregoing instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT C-3 (page 1 of 3)**

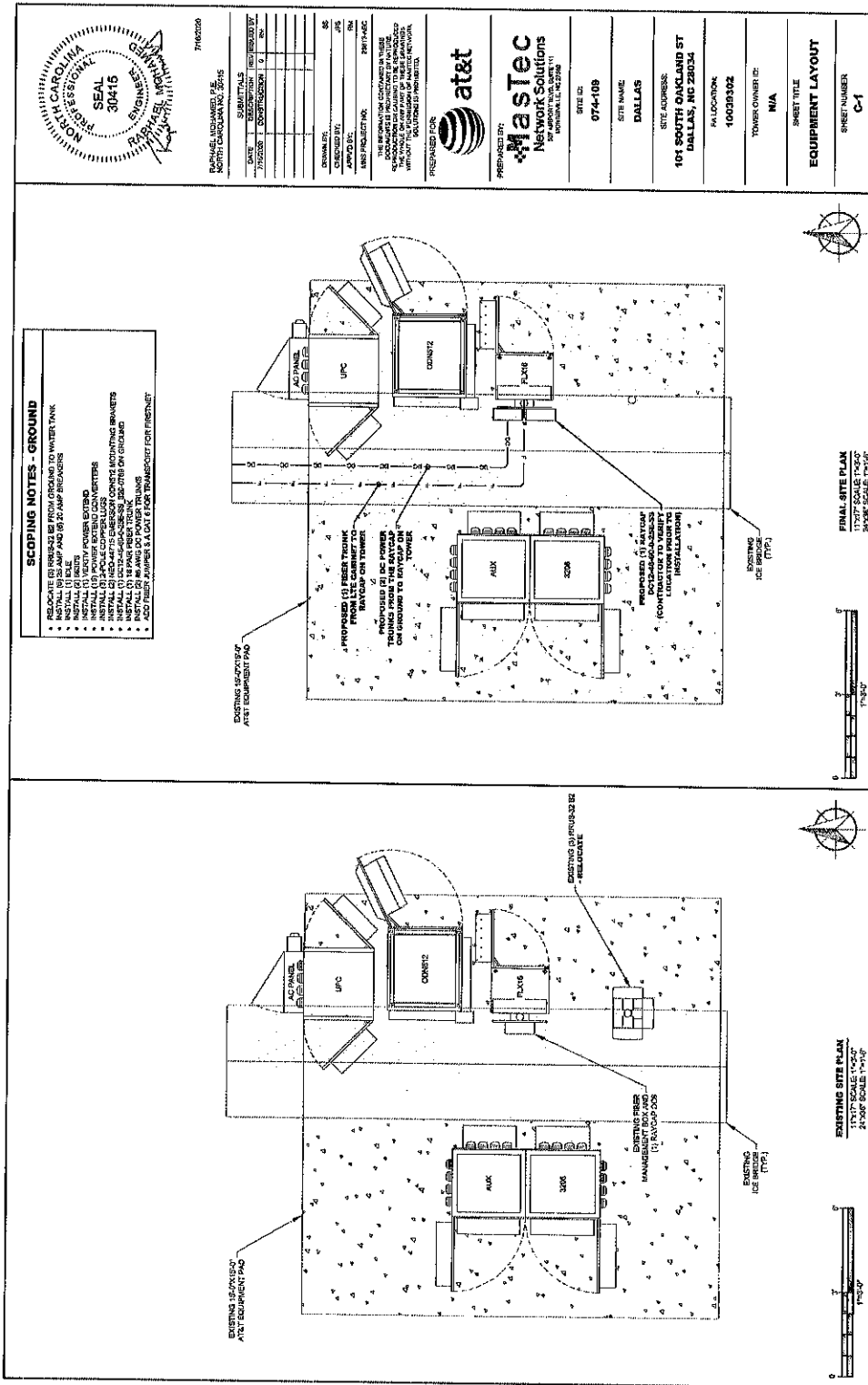
to the Fourth Amendment to Lease Agreement dated \_\_\_\_\_, 2020 by and between the TOWN OF DALLAS, a North Carolina municipal corporation, as Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, as Tenant.

**LIST OF ANTENNAS AND APPURTENANCES**

New Configuration of antenna equipment located on Water Tank as per Construction Drawings dated 07/16/2020.

FINAL RF EQUIPMENT SCHEDULE										
SECTOR - POSITION	FREQUENCY BAND	ANTENNA MAKE/MODEL	RAD CENTER	AZIMUTH	E. TILT	M. TILT	(QTY.) RADIO	(QTY.) TMA/FILTERS	(QTY.) SURGE PROTECTION	(QTY.) CABLES
A1	-	-	-	-	-	-	-	-	-	-
A2	LTE 700MCS UMTS 1900	CCI - TPA65R-BU8D (P)	160'-0"	340°	4°11'22"	0°	(1) RRUS-11 B12 (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5/B12 (P)	-	(1) DC6-46-60-18-BF	(1) FIBER TRUNK (2) DC TRUNKS
A3	-	-	-	-	-	-	-	-	-	-
A4	LTE 700FN 1900AWS 5G AWS	COMMSCOPE - NNH4-65C-R6-V3 (P)	100'-0"	340°	4°2'	0°	(1) RRUS 4478 B14 (P) (1) RRUS-32 B66A (P) (1) RRUS-32 B2 (RL)	-	-	(1) 3/8" RET CABLE
B1	-	-	-	-	-	-	-	-	-	-
B2	LTE 700MCS UMTS 1900	CCI - TPA65R-BU8D (P)	160'-0"	100°	4°11'22"	0°	(1) RRUS-11 B12 (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5/B12 (P)	-	(1) DC6-46-60-18-BF	(1) FIBER TRUNK (2) DC TRUNKS
B3	-	-	-	-	-	-	-	-	-	-
B4	LTE 700FN 1900AWS 5G AWS	COMMSCOPE - NNH4-65C-R6-V3 (P)	100'-0"	100°	4°12'11"	0°	(1) RRUS 4478 B14 (P) (1) RRUS-32 B66A (P) (1) RRUS-32 B2 (RL)	-	-	-
C1	-	-	-	-	-	-	-	-	-	-
C2	LTE 700MCS UMTS 1900	CCI - TPA65R-BU8D (P)	160'-0"	230°	4°11'22"	0°	(1) RRUS-11 B12 (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5/B12 (P)	-	(1) DC6-46-60-18-BF (P)	(1) FIBER TRUNK (P) (2) DC TRUNKS (P)
C3	-	-	-	-	-	-	-	-	-	-
C4	LTE 700FN 1900AWS 5G AWS	COMMSCOPE - NNH4-65C-R6-V3 (P)	160'-0"	230°	2°11'	0°	(1) RRUS 4478 B14 (P) (1) RRUS-32 B66A (P) (1) RRUS-32 B2 (RL)	-	-	-
<b>TOTALS</b>		<b>(6) ANTENNAS</b>					<b>(18) RRUS</b>	<b>(6) TMAS</b> <b>(6) FILTERS</b>	<b>(3) SPDs</b>	<b>(10) CABLES</b>

(P) = PROPOSED, (RL) = RELOCATE, (I) = INACTIVE







# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Rescue Squad Use of Civic Building

AGENDA ITEM NO. 5B

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

Alderman Withers has asked for a discussion to allow the Rescue Squad to use the Civic Building for one day in October and one day in November in conjunction with their annual fund raiser.

The dates for the fund raiser would be Sunday, October 18<sup>th</sup> and Sunday, November 8<sup>th</sup>. The number of people in the space at any one time would be less than ten, which is well under Executive Order 169 restrictions of twenty-five people at an indoor meeting hall.

The Rescue Squad currently occupies one-half of the building and will accept responsibility for the building use.

This item was discussed at the September 22<sup>nd</sup> Board of Aldermen Work Session.

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MANAGER RECOMMENDATION: Approve the request as presented.

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BOARD ACTION TAKEN:

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Water Asset Inventory and Assessment Grant Project Agreement

AGENDA ITEM NO. 5C

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

In September 2019 the Town applied for a state assistance grant for a Water Asset Inventory and Assessment study. On April 27<sup>th</sup>, we received notice that the Town had been awarded a grant for \$142,500.00 to conduct the Water Asset Inventory and Assessment study. Dallas will have to provide a 5% match in the amount of \$7,125.00, which will be included in the FY2020/21 budget.

Requests for Qualifications from engineering firms to perform the inventory and assessment project were sent out on July 20, 2020, with proposals due August 28, 2020. Four engineering firms provided proposals and The Wooten Company was selected to execute the project.

Attached is the project agreement for approval. Once approved, work will begin on the project and will be completed within 18 months in compliance with the grant.

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**MANAGER RECOMMENDATION:** Approve the agreement with The Wooten Company to complete the Water Asset Inventory and Assessment project per the grant award, as presented.

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**BOARD ACTION TAKEN:**

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

Town of Dallas (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Water System Asset Inventory and Assessment (AIA)** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **Locating by GPS and conventional surveying, existing valves, fire hydrants and water service meters and prepare a digital map that can be linked to a GIS database. Survey located lines using GPS technology; identify potential improvement projects; assess condition of the Town’s water treatment plant and three (3) large master meters; prepare a Water System Asset Management Plan in accordance with NCDEQ guidelines, develop a Water System CIP and assist Town with selection of an asset management software system, and as more completely defined in Appendix 1.** (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **Schedule: 18 months from notification of approval from Town’s Board of Alderman.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days

after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

**2.02 Basis of Payment—Lump Sum**

- A. Owner shall pay Engineer for Services as follows:
  - 1. A Lump Sum amount of **\$ 138,300.**
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

**2.03 Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

**2.04 Fee Summary**

Description	Payment Method	Fee
Field Services	Lump Sum	\$105,300
Report Services	Lump Sum	\$ 30,000
Grant Administration	Lump Sum	\$ 3,000
<b>Total Project Fee:</b>		<b>\$138,300</b>

**3.01 Termination**

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
  - H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
  - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
  - K. This Agreement is to be governed by the law of the state in which the Project is located.
  - L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 *Attachments:*

Appendix 1 – Field Services, Reporting Services, Grant Administration and Services Provided by the Owner  
Appendix 2 - Engineer's Standard Hourly Rates



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

Owner:  
Town of Dallas

By: \_\_\_\_\_  
Print name: Maria Stroupe  
Title: Town Manager  
Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:  
210 N. Holland Street  
Dallas, NC 28034-1625  
(P) 704-922-3176

**PRE-AUDITED STATEMENT**

**This instrument has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act.**

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

Title: Finance Officer

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

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

Engineer:  
L.E. Wooten & Company dba The Wooten Company

By: \_\_\_\_\_  
Print name: W. Brian Johnson, PE  
Title: Vice President  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):  
F-0115  
State of: North Carolina

Address for Engineer's receipt of notices:  
1430B Old Lenoir Road  
Hickory, NC 28601  
(P) 828-322-5533

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [REDACTED].

**Engineer's Standard Hourly Rates**

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

<b>Wage Category</b>	<b>Hourly Billing Rate</b>
Engineer I	\$ 106
Engineer II	\$ 135
Engineer III	\$ 161
Engineer IV	\$ 193
Engineer V	\$ 232
Architect II	\$ 138
Designer I	\$ 75
Designer II	\$ 91
Designer III	\$ 117
Designer IV	\$ 140
Construction Admin I	\$ 109
Construction Admin II	\$ 165
Construction Admin III	\$ 232
Construction Observer / Resident Project Representative	\$ 99
Utility Coordinator II	\$ 122
Utility Coordinator III	\$ 154
Survey Technician I	\$ 50
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 117
Surveyor II	\$ 110
Surveyor III	\$ 129
Surveyor IV	\$ 167
GIS Analyst II	\$ 83
GIS Analyst III	\$ 114
GIS Analyst IV	\$ 124
Community Development Coordinator	\$ 118
Project Assistant	\$ 79
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	
Annual adjustments are made on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2021. Hourly billing rates will change next on July 1, 2021 to reflect Direct Payroll Costs (salaries) being paid at that time.	
<i>Effective Rates July 1, 2020 through June 30, 2021</i>	

**APPENDIX 1  
TO THE  
ENGINEERING SERVICES CONTRACT  
BETWEEN  
THE TOWN OF DALLAS  
AND  
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY  
FOR  
SCOPE OF SERVICE  
TO  
WATER TREATMENT PLANT ASSET INVENTORY & ASSESSMENT (AIA)**

The following Attachment shall become a part of the Contract Agreement.

**PROJECT INCLUDES:**

The project includes the following proposed improvements: Locating by GPS and conventional surveying, existing valves, fire hydrants and water service meters and prepare a digital map that can be linked to a GIS database. Survey located lines using GPS technology; identify potential improvement projects; assess condition of the Town's water treatment plant and three (3) large master meters; prepare a Water System Asset Management Plan in accordance with NCDEQ guidelines, develop a Water System CIP and assist Town with selection of an asset management software system.

**FIELD SERVICES:**

**A. Water Treatment Plant (WTP)**

- (1) Perform assessment of Town's WTP; perform an on-site tour and inventory of the existing WTP processes and equipment starting at the river intake and ending at the finished water pump/water storage tank.
- (2) Document the capacity of each step of the process (as some processes may be limiting) and the age of the equipment (as some may be replaced and others are original).
- (3) Meet with the WTP staff and identify the primary challenges faced in operating the plant and staff ideas/suggestions to improve efficiency, reliability, and/or operating costs associated with the WTP.
- (4) Provide opinion of probable cost for improvements.

**B. Master Meters (3 Large Ones)**

- (5) Evaluate the condition of each meter and review of meter age, calibration records, and other conditional elements of the meter (visible leaks of meter or meter vault, etc).
- (6) Rate and assess these meters in the same rating system as described for the WTP components.

C. Water Distribution System

- (7) Location area will be confirmed with the Town but is generally defined as the Town of Dallas Town limits, which includes the portion of the Town's distribution system that extends outside of the Town Limits.
- (8) Locate all water valves, fire hydrants and water service meters utilizing GPS and conventional surveying equipment.
- (9) Provide a digital map that can be linked to a GIS database with accurate locations for the infrastructure components and included within the Town's Asset Management Plan (AMP).
- (10) Meet with the Town up to ten (10) times to discuss progress, coordinate needed assistance and discuss findings.

**REPORT SERVICES:**

A. Water Treatment Plant (WTP)

- (1) Conduct a condition assessment for the WTP assets using a 1 to 5 rating system from Good (1) to Poor (5).
- (2) Identify recommended improvements.
- (3) Preliminary cost estimates will be prepared for identified recommended improvements.

B. Master Meters (3 Large Ones)

- (1) Note condition of each master meter.
- (2) Preliminary recommendations and cost estimates for any identified improvements.

C. Water Distribution System

- (1) Based on findings from the locating, options for installing new valves, repair/replacement of waterlines or other needed improvements, will be developed.
- (2) Preliminary cost estimates will be prepared for identified recommended improvements.
- (3) Options will be discussed with the Town.

D. General Report/Services

- (1) Combine the three (3) component items above into a single document.
- (2) Prepare an Asset Management Plan based upon the State's minimum guidelines. Include a review of system data as an assessment of the system and development of recommended improvements to the Town's distribution system and water treatment plant (WTP).
- (3) Combine recommended improvements and cost estimates into a Capital Improvement Plan (CIP) for the Town's planning and budgeting uses.
- (4) Assist the Town with selection of an Asset Management Software system.
- (5) Assist the Town in preparing drawdown requests to the N.C. Division of Water Infrastructure for the Town's AIA Water Grant.

**ADDITIONAL SERVICES:**

- (1) Engineering design of repairs/replacement identified during this study.
- (2) Investigation of other portions of the Town's water distribution system.

**SERVICES PROVIDED BY THE OWNER:**

- (3) Designate a person to act as the Owner's representative with respect to the work to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (4) Provide such legal accounting and insurance counseling services as may be required for the Project.
- (5) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (6) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (7) Provide assistance as available to the Engineer while conducting the field survey necessary for the study. Assistance may include traffic control, accessing valves, pothole repairs, fire flow tests, etc.
- (8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (9) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to The Wooten Company.
- (10) Bear all cost of incidentals for the compliance with the requirements of this Article and the foregoing Article entitled "Additional Services".
- (11) Provide E-Verify affidavit document for Engineer's execution.

<http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

*~ End of Document ~*

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Wilson Family Rentals Annexation Request

AGENDA ITEM NO. 7A

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

This item was brought before the Board of Aldermen at the July 14<sup>th</sup> meeting, but was tabled until the September 8<sup>th</sup> meeting. At the September Meeting, the Board asked to discuss the request further at the September 22<sup>nd</sup> Work Session.

Wilson Family Rentals, LLC, owner of PID #169183 (no address assigned), is petitioning for annexation into the Town of Dallas. The requested zoning is R-8 "Multi Family Residential" for the development of an apartment community. This parcel is considered non-contiguous.

Pursuant to the motion passed by the Board of Alderman on November 12, 2019, and G.S. §160A-58.2, a sufficiency investigation was performed and the petition was deemed sufficient. The 2003 Future Land Use Plan highlights this specific parcel for new residential development.

The Planning Board unanimously approved a motion to recommend the property be annexed in as R-8 during their October 2019 meeting.

To move forward, the Board must fix a date for a public hearing on the annexation. At the hearing, any person residing in or owning property in the proposed area for annexation and any resident of the annexing town may appear and be heard on the question of sufficiency of the petition and the desirability of the annexation.

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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: \_\_\_\_\_

Contiguous

Non-Contiguous

DATE: \_\_\_\_\_

FEE: \$100.00 \*

\* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).

Current Property Use: vacant land Planned Property Use: Multi Family

Requested Zoning: Multi Family

To the Board of Aldermen of the Town of Dallas:

We, the undersigned owners of real property, respectfully request that the area described as

None assign, DALLAS, NC 28034, further identified as

parcel ID # 169183, be annexed to the Town of Dallas.

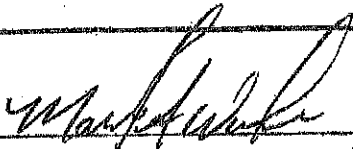
Name of petitioner/property owner: WF Rentals LLC

Mailing Address of property owner: PO Box 1422

Email Address: wilsonfamilybuilders@gmail.com Phone Number: 704-747-5031

**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. \$100 Fee

Applicant Signature:  Date: 10/23/19

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

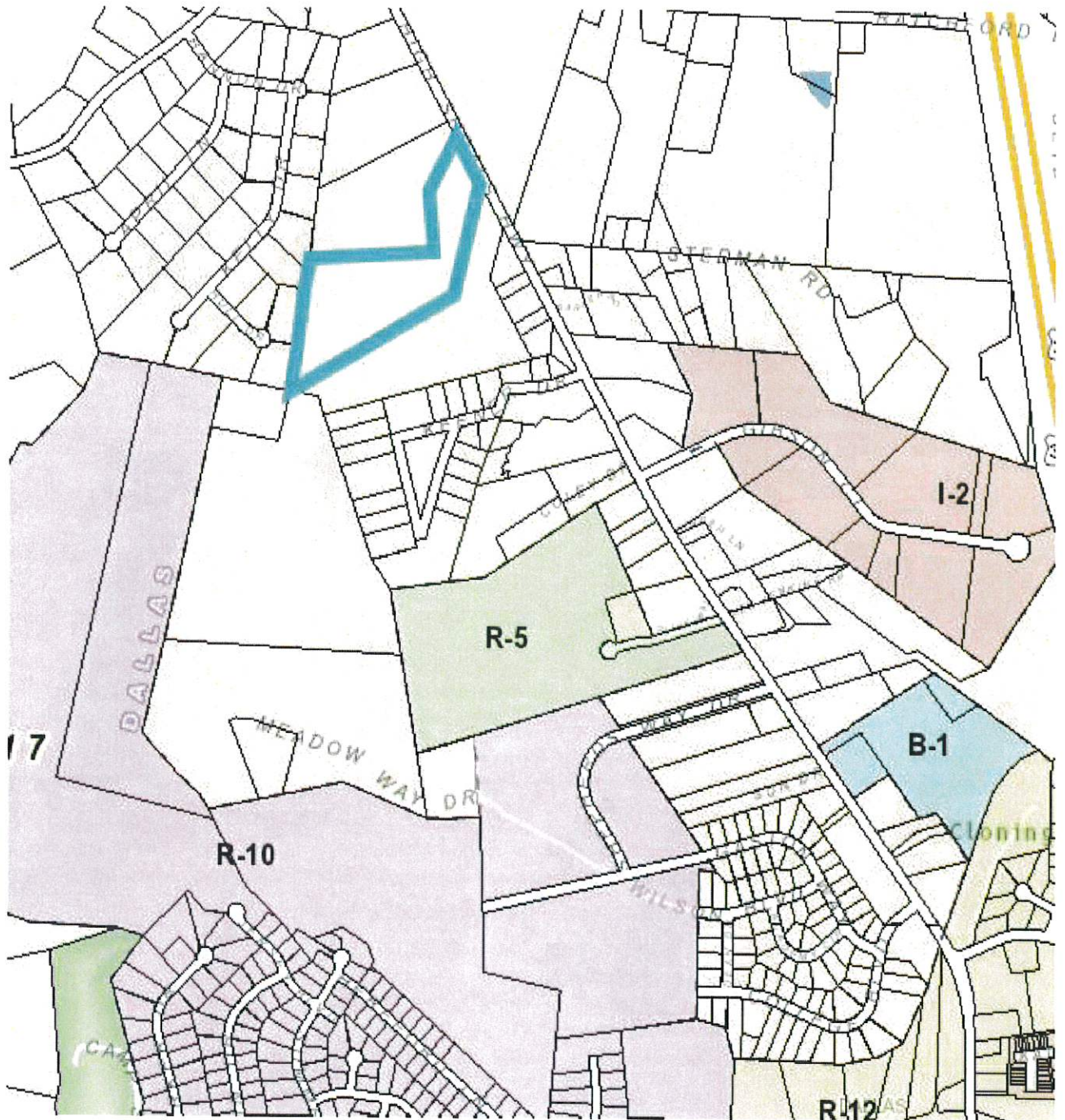




EXHIBIT "A"

BEGINNING at a point in the paved portion of old U.S. Highway No. 321, said point being located at the northernmost corner of that certain tract of land which was conveyed to Henry F. Rhyne and wife, Gertrude F. Rhyne, by E. Fritz Blankenship and wife, Evelyn Blankenship, by deed dated November, 1942 and recorded in the Office of the Register of Deeds for Gaston County in Deed Book 434 at Page 560 and runs thence South 28 degrees 17 minutes 28 seconds East 291.13 feet to a railroad spike located in the paved portion of old U.S. Highway No. 321; thence with a new line, South 13 degrees 01 minutes 33 seconds West 666.72 feet to an iron pin set; thence with another new line, South 60 degrees 37 minutes 23 seconds West 1,101.88 feet to an iron pin set; thence with the easterly boundary line of Lots Nos. 26, 13, 10, and 9 in Block "A" of Thornbird Meadows as shown on Map No. 2 thereof recorded in the above-mentioned registry in Plat Book 40 at Page 41, North 07 degrees 47 minutes 15 seconds East 727.38 feet to an existing iron pin located in the easterly boundary line of Lot No. 9 in Block "A" of said Thornbird Acres; thence with the southerly boundary line of the property of James E. Lindsay, Jr. and wife, Wadeliza C. Lindsay, as described in deed recorded in the above-mentioned registry in Deed Book 1022 at Page 443, North 86 degrees 00 minutes 22 seconds East 736.42 feet to an existing iron pin at a stone; thence with Lindsay's easterly boundary line, North 05 degrees 33 minutes 02 seconds West 338.02 feet to an existing iron pin; thence continuing with Lindsay's easterly boundary line, North 27 degrees 26 minutes 00 seconds East 371 feet to the point of beginning and containing 13.1183 acres.

The above description by courses and distances is taken from a plat entitled "Survey Made at the Request of Gertrude F. Rhyne Est." made by John W. Lineberger, Registered Surveyor, dated July 30, 1986, on which subject property is identified as Tract No. 1. A copy of said plat may be found of record in Book 1831 at Page 534, Gaston County Registry.

This conveyance is made subject to the rights-of-way of old U.S. Highway No. 321 and an overhead telephone line as shown on the abovementioned plat.

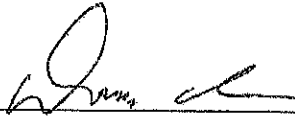
BEING the identical property conveyed to Bobby H. Rhyne and wife, Frances S. Rhyne by that Deed dated January 20, 1987 and duly recorded in Book 1831 at Page 534 of the Gaston County Registry.

CERTIFICATE OF SUFFICIENCY

for Wilson Family Rentals, LLC satellite annexation, PID#169183, Dallas, NC

Pursuant to the motion passed by the Board of Aldermen on November 12, 2019, and GS 160A-58.2, I have investigated the petition for noncontiguous ("satellite") annexation from Wilson Family Rentals LLC, and I have determined that the petition is sufficient and technically meets the requirements of GS 160A-58.1.

In accordance GS160A-58.2, upon my certification, the Board of Aldermen shall fix a date for public on the question of the requested annexation.

  
\_\_\_\_\_

Da'Sha Leach, Town Clerk

5/06/2020

Date



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Amendment to Emergency Sewer Connection Agreement

AGENDA ITEM NO. 8A

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

Both Dallas and Gastonia held bid openings on the proposed Sewer Interconnect Project. A meeting was held between Staff of both municipalities on Wednesday, July 29<sup>th</sup> to discuss the bids received by both entities and moving forward. Based on the bids received, options for revising the agreement have been discussed by both entities and an amendment to the original agreement has been developed. This amendment will need to be approved to move forward with the project. The Amendment is attached for review.

---

MANAGER RECOMMENDATION: Approve the amendment as presented.

---

BOARD ACTION TAKEN:

**North Carolina  
Gaston County**

**First Amendment to Emergency Sewer Connection Agreement**

This First Amendment to Emergency Sewer Connection Agreement is made and entered into this the \_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Gastonia (hereinafter referred to as "Gastonia") and the Town of Dallas (hereinafter referred to as "Dallas", both being North Carolina Municipal Corporations located in Gaston County, North Carolina.

Witnesseth:

Whereas, Gastonia and Dallas previously entered into an Emergency Sewer Connection Agreement dated December 12, 2018 (the "Agreement"); and,

Whereas, Gastonia and Dallas desire to better allocate the expenses required to make the sewer connections specified in the Agreement, to clarify the amount of wastewater flows to be treated under the Agreement, and to adjust the prices for wastewater flows to be treated under the Agreement;

Now, Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Gastonia and Dallas hereby agree to amend the terms of the Agreement as follows:

1. Paragraphs 2(c) and 2(d) of the Agreement are hereby deleted in their entirety and a new paragraph 2(c) is hereby added to the Agreement to read as follows:

"Dallas shall reimburse Gastonia \$162,000.00 of the costs to construct the Interconnection. Gastonia shall be responsible for all costs of construction above \$162,000.00. Upon completion of construction Gastonia shall submit a detailed invoice to Dallas showing the costs of construction and Dallas shall pay said \$162,000.00 reimbursement within sixty (60) days of the date of such invoice."

2. Paragraphs 4(a) and 4(b) of the Agreement are hereby amended in their entirety to read as follows:

"a). Dallas agrees that, the Interconnection Valve (the "Valve") will be maintained in a position that will allow for the Minimum Flow Limit specified in Paragraph 6 of this Agreement. Gastonia shall be in exclusive control of the Valve. The Valve shall only be able to be opened by Gastonia's Director of Public Utilities or his/her designated representative. The Valve shall be activated in accordance with the Valve Operation Protocol as it may be amended from time to time, a copy of which is attached hereto and incorporated by reference. Gastonia agrees to keep Dallas informed of the individual designated to control the valve and of the telephone numbers where that individual can be reached should an emergency occur. Gastonia shall give Dallas

prior written notice of any amendments to the Valve Operation Protocol. This meter will be connected to the SCADA system so that Gastonia and Dallas will be apprised of the flow.

b). Dallas agrees that except for the Minimum Flow Limit specified in Paragraph 6 of this Agreement the Valve shall only be opened further at the request of Dallas for an event of extreme emergency, which because of its unforeseen and dire nature causes a sudden and major interruption in Dallas's ability to treat its wastewater flows. An extreme emergency shall be defined as a situation where due to a structural or mechanical failure or due to weather events or high flows, Dallas' wastewater treatment plant is unable to treat all or a portion of the wastewater the facility receives."

3. Paragraph 5(a) of the Agreement is hereby amended in its entirety to read as follows:

"Gastonia agrees to provide wastewater treatment services pursuant to this Agreement to Dallas at Gastonia's Municipal Wholesale Rate, as that rate is set from time to time, based upon the volume used by Dallas. Dallas shall pay to Gastonia the monthly availability charges for the meters installed as part of the Interconnection whether or not Dallas purchases wastewater treatment services for such month.

4. Paragraph 6 of the Agreement is hereby amended to add the following language to the end of the paragraph:

"**Minimum Flow Limit.** Dallas agrees to discharge a minimum average sewer flow of 150,000 gallons per day through the Interconnection. Gastonia shall bill Dallas for a minimum wastewater flow of 4,500,000 gallons per month (150,000 gallons per day x 30 days) or actual metered flow per month, whichever is greater."

5. Paragraph 7 of the Agreement is hereby amended to provide that the term of the Agreement shall be twenty (20) years.

6. Except as amended herein all other terms of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by Gastonia and Dallas.

In Witness Whereof, Gastonia and Dallas have caused this First Amendment to Emergency Sewer Connection Agreement to be signed by their Mayors and attested by their Clerks and their corporate seals to be hereto affixed, all as of the day and year first above written.

**CITY OF GASTONIA**

By: \_\_\_\_\_  
Walker E. Reid, III, Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Signatures Continued on Next Page

**TOWN OF DALLAS**

By: \_\_\_\_\_  
Rick C. Coleman, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the (Deputy) Town Clerk of the Town of Dallas and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) Town Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston County Toy Run for Kids

AGENDA ITEM NO. 8B

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

Gary Buckner, on behalf of the Gaston County Toy Run for Kids Organization, is requesting to hold the annual Holiday charity motorcycle ride to provide toys for Christmas to underprivileged children in Gaston County. This year's event will be held on Saturday, December 5<sup>th</sup> beginning at 11:45 p.m. and ending at approximately 12:45 p.m. The estimated attendance is 800 to 1400 motorcycles and trucks. The ride will enter into Town on East Main St. and travel to the Ingles grocery store parking lot where they will hand out toys. The group will then leave the parking lot, turn left on West Trade St., travel to the Dallas Bessemer City Highway, proceed and out of Town.

The group is requesting that 4 trash cans and 2 porta-jons be placed at the west end of the Ingles parking lot on the grass, along with 4 portable barricades.

---

MANAGER RECOMMENDATION: Approve the Gaston County Toy Run for Kids for Saturday, December 5<sup>th</sup>, as requested.

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BOARD ACTION TAKEN:





## Special Events/ Activities Application

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

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

### APPLICATION INFORMATION

<b>Name of Event:</b>	<input type="text" value="Gaston County Toy Run for Kids"/>		
<b>Facility Requested:</b>	<input type="text" value="Main Street and Ingles Parking lot"/>		
<b>Applicant Name:</b>	<input type="text" value="Gary Buckner"/>		
<b>Organization:</b>	<input type="text" value="Gaston County Toy Run for Kids"/>		
<b>Mailing Address:</b>	<input type="text"/>		
<b>City / State / Zip:</b>	<input type="text"/>		
<b>Daytime Phone:</b>	<input type="text" value="704-913-7181"/>	<b>Cell:</b> <input type="text" value="same"/>	<b>E-Mail:</b> <input type="text" value="buckner253@gmail.co"/>
<b>Description of the Event:</b>	<input type="text" value="First stop of 5 stops in Gaston County Motorcycle toy run will stop at Ingles and pass out toys to area kids"/>		
<b>Does the event have a Facebook, Twitter, or other social networking page:</b>	<input type="text" value="Yes"/>		
<b>If yes, please list URL(s):</b>	<input type="text"/>		
<b>Date (s) Requested for Event:</b>	<input type="text" value="December 5th 2020"/>		
<b>Event Start Time:</b>	<input type="text" value="11:45 AM"/>	<b>Event End Time:</b>	<input type="text" value="12:45 AM"/>
<b>Road Closure Time Begins (if applicable):</b>	<input type="text" value="na"/>	<b>Road Closure Time Ends:</b>	<input type="text" value="na"/>
<b>Set Up Begins:</b>	<input type="text" value="na"/>	<b>Set Up Ends:</b>	<input type="text"/>
<b>Preferred Date &amp; Time of Inspection (if required):</b>	<input type="text"/>		
<b>Estimated Attendance:</b>	<input type="text" value="800 to 1400 motorcycles"/>		
<b>The Event is:</b>	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
<b>Describe the procedures to be used for selecting vendors and exhibitors for this event:</b>			
<input type="text" value="no vendors"/>			

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## TENTS / CANOPIES / MEMBRANE STRUCTURES

Will tents/canopies/membrane structures be used for events? (proceed to next section.)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (if no)
# of Canopies	<input type="checkbox"/>	(fabric structure that is open without sidewalls on 75% or more of perimeter)	
# of Tents	<input type="checkbox"/>	(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)	
# of Membrane structures	<input type="checkbox"/>	(air supported or air inflated structure)	
Other type of structure (provide description)			

\*Notes\*

## VOICE / MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? (proceed to next section.)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (if no)
If yes, state the number of stages, number of bands and type of music:			
Number of stages:	<input type="checkbox"/>	Number of Bands:	<input type="checkbox"/>
Type(s) of music:	<input type="checkbox"/>		
Will your event use amplified sound:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:	Start Time: <input type="checkbox"/>	Finish Time: <input type="checkbox"/>	
Will sound checks be conducted prior to the event?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:	Start Time: <input type="checkbox"/>	Finish Time: <input type="checkbox"/>	

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

## HAZARDOUS MATERIALS

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.</b>			
Will there be any portable heaters?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will there be any deep fat fryers?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will there be any fireworks, lasers, torches, candles or pyrotechnics?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will generators or electrical power be used?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>If yes, provide electrical load data and location of connection. In the case of extraordinary use or hookups, fees may apply.</b>			

# VENDORS

A vendor is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise or services

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

If yes, company name?

Company address:

List details, if any:

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

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

Does the event include food vendors?  Yes  No

If the event will have food vendors, please check the following that apply:  
 Served    Sold    Catered    Prepared Outdoors

Does the event include food concession and/or cooking areas?  Yes  No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

*(Use additional sheet if necessary)*

Vendor	Cooking Method	Food Item

Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Gaston County Health Department. Event organizers are responsible for arranging health inspections for their events.

## VENDORS

List all other commercial vendors who will be present during the event (serving, selling, sampling, or displaying).

VENDOR NAME	ADDRESS	PHONE NUMBER (S)

## EVENT SCHEDULE

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed.

(Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES

## SERVICES

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

### TRASH CONTAINERS

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

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

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

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

How many trash cans are you requesting for trash?

How many recycle carts are you requesting?

Delivery Location?

Date and Time for rollout carts to be emptied?

Date and Time for rollout carts to be picked up?

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

### PUBLIC PROPERTY CLEAN-UP

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

### SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

Stage Security  Event Area Security  Road Closure Security

Other

Overnight Security From  To

Dates & Times security will be on site:

Security provided by:  Number of Security Personnel:

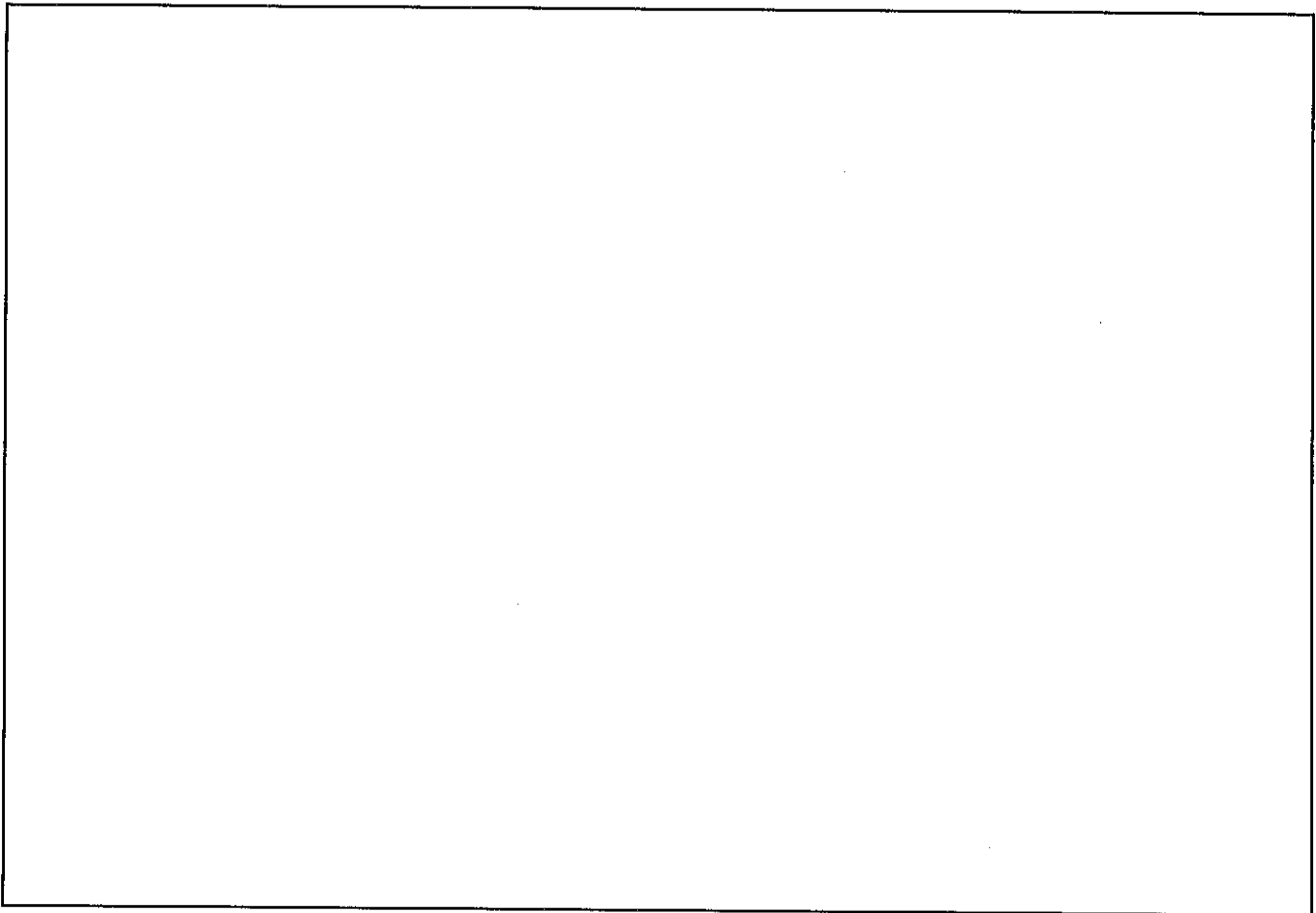
Applicant may be required to hire sworn off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.

## SITE PLAN

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

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

## SITE PLAN SKETCH



## ROUTE AND TRAFFIC PLAN

<input checked="" type="checkbox"/> <b>PARADE</b> (Includes floats, vehicles, and persons)	<input type="checkbox"/> <b>BICYCLES</b>
<input type="checkbox"/> <b>MARCH OR WALK</b> (persons only)	<input type="checkbox"/> <b>FOOT RACE</b>
<input checked="" type="checkbox"/> <b>VEHICLES ONLY</b> (Includes motorcycles)	
<input type="checkbox"/> <b>OTHER</b> (Description: <span style="border: 1px solid black; display: inline-block; width: 200px; height: 15px;"></span> )	
Number of Persons: <span style="border: 1px solid black; display: inline-block; width: 60px; height: 15px;"></span>	% Children: <span style="border: 1px solid black; display: inline-block; width: 60px; height: 15px;"></span>
Number of Vehicles: <span style="border: 1px solid black; display: inline-block; width: 60px; height: 15px; text-align: center;">1400</span>	Vehicle Types: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; text-align: center;">Motorcycles cars and trucks</span>
Number of Animals: <span style="border: 1px solid black; display: inline-block; width: 60px; height: 15px;"></span>	Kinds: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT.</b> (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).	
The ride enters town on East Main St. and travels to the Ingles parking lot. After handing out toys (app 45 min.) it leaves Ingles parking lot and turns left onto West Trade St. and travels to Dallas Bessemer Hwy and out of town.	
I also request 2 Porta Johns to be placed at west end of parking lot on grass as in past years. And 4 portable barricades placed	

## ROAD CLOSURES

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

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

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

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

I have selected preapproved route  OR sketch below or attach a detailed map routing your proposed procession.

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

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



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Parking on S. Pine St.

AGENDA ITEM NO. 8C

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

Alderman Cearley asked for a discussion concerning parking on the street in the vicinity of the intersection of S. Pine St. and W. Robinson St. at the September 22<sup>nd</sup> Work Session. Currently, this area is not listed in the "No Parking" Schedule of the Code of Ordinances.

Staff was directed to look at the area and bring back a recommendation as to the boundaries recommended for "No Parking". Staff is recommending that both sides of S. Pine St. between Lee St. and Border St. be designated as "No Parking". The street is narrow and allowing parking on one side of the street may cause more problems for drivers. Attached is a map of the area recommended.

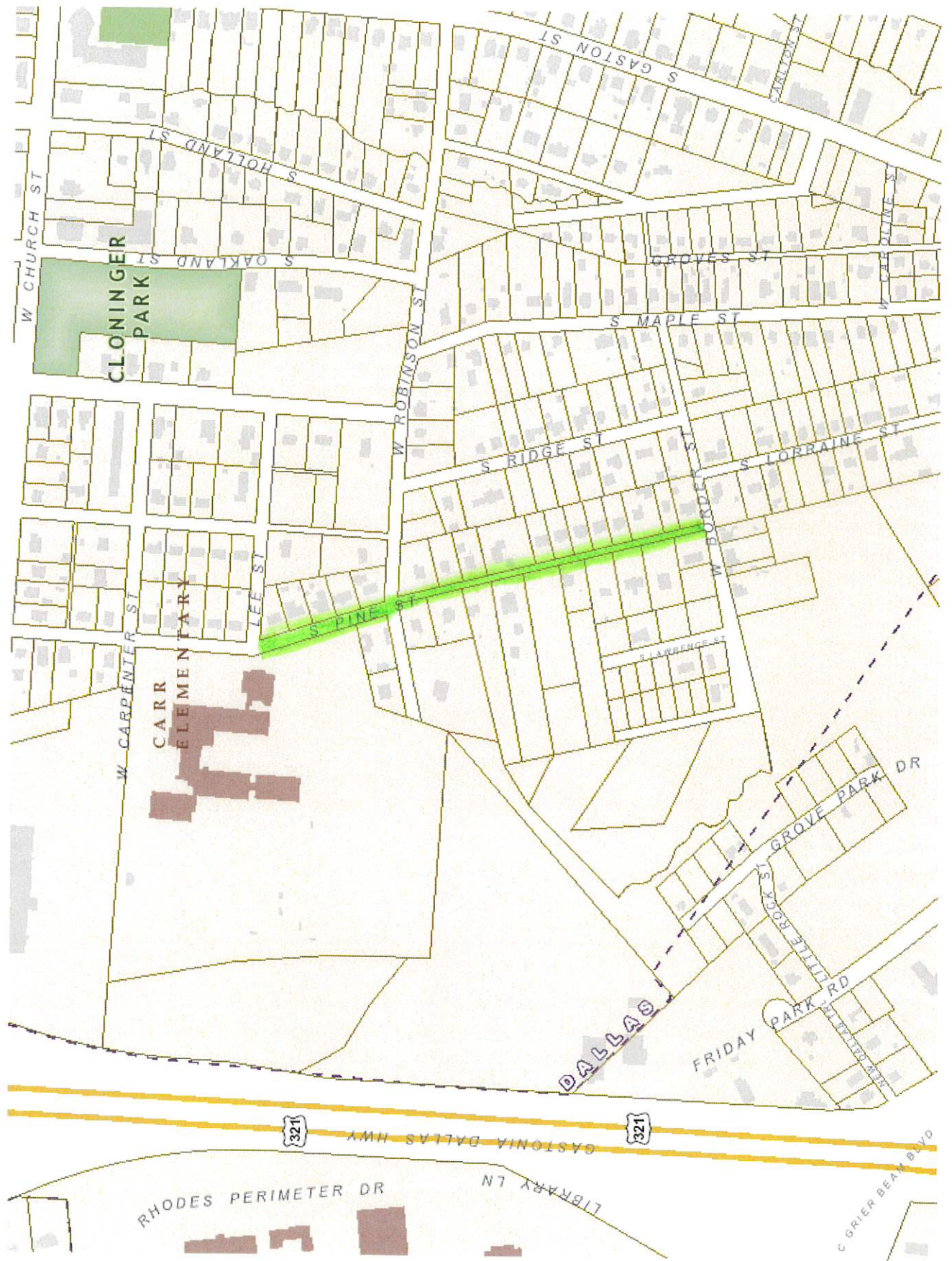
Once the "No Parking" area is approved, a public hearing will be scheduled for the next Regular Board Meeting for the ordinance amendment.

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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN:



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Upcoming Town Events and Basketball Discussion

AGENDA ITEM NO. 8D

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

This item was discussed at the September 22<sup>nd</sup> Work Session and deferred for action to the October Regular Meeting.

With the continuing presence of COVID-19, a discussion on whether to hold the annual December Town events and Basketball program is prudent.

The December events include Carols on the Square (1<sup>st</sup> Friday in December) that attracts 200-300 participants and the Christmas Parade (2<sup>nd</sup> Friday in December) that attracts an estimated 2000+ participants/parade viewers.

The Basketball program normally begins signups in October with practices beginning late November and games starting at the beginning of January. The nature of the sport requires close contact between participants and the gym bleachers are fully filled with spectators.

On Friday, October 2<sup>nd</sup> at 5:00 pm, North Carolina was moved into Phase 3 by Governor Roy Cooper under Executive Order No. 169. This order is in effect until Friday, October 23, 2020 at 5:00 pm. Under this order, the limitations for mass gatherings indoors and outdoors did not change from Phase 2.5. Attached is a listing of Frequently Asked Questions for Executive Order No. 169.

Planning and preparation for these events takes several months, so a determination on their status needs to be made.

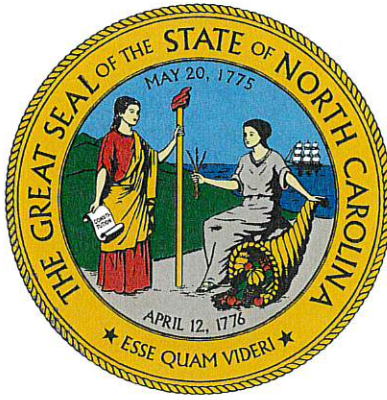
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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN:





## Frequently Asked Questions (“FAQ”) for Executive Order No. 169

September 30, 2020

This FAQ provides guidance for the implementation of Executive Order No. 169 (“Order”). Under the terms of that Executive Order, North Carolina moves into Phase 3 of easing restrictions effective October 2, 2020 at 5 pm. Below are frequently asked questions (“FAQs”) and their answers. In addition, individuals should check with local governments to determine whether additional restrictions have been imposed in their local jurisdictions to limit the spread of COVID-19.

**This information is subject to change in light of new CDC guidance and additional Executive Orders or local government declarations.**

### FAQs related to the Order

#### **When does this Order take effect?**

This Order takes effect on October 2, 2020 at 5:00 p.m. It is effective until October 23, 2020 at 5:00 p.m.

#### **What are the major changes under this Order?**

Under this Order:

- Bars’ outdoor seating areas may reopen, subject to reduced capacity limits and other restrictions. Indoor bar areas remain closed.
- Music halls, night clubs, lounges, adult entertainment, venues for live performances, arenas with spectators, and theaters *where guests are seated* may reopen, subject to reduced capacity limits for outdoor spaces and subject to the mass gathering limit (25 Guests per facility) for indoor spaces.
- The outdoor areas of amusement parks may reopen, subject to reduced capacity limits and other restrictions.
- Movie theaters may reopen, subject to reduced capacity limits and other restrictions.

- Meeting spaces in hotels, conference centers, meeting halls, and reception venues may host receptions, meetings and other functions, subject to reduced capacity limits and other restrictions.
- Gaming establishments may reopen, subject to reduced capacity limits.
- Very Large Outdoor Facilities with a capacity of more than 10,000 Guests may reopen at 7% of the facility's total seating capacity, if they meet certain requirements.

### **What remains the same under Phase 3?**

- **The Mass Gathering limit remains at 25 indoors and 50 outdoors.**
- Indoor seating areas in bars remain closed.
- Indoor rides at amusement parks remain closed.
- Fitness and exercise facilities remain open, subject to reduced capacity limits and other requirements.
- Restaurants remain subject to capacity limits and other requirements for in-person dining.
- Personal care businesses such as hair salons, nail salons, barber shops and more remain subject to capacity limits and other requirements.
- Museums and aquariums remain open, subject to reduced capacity limits and other requirements.
- Face coverings are still required in public when it is not possible to maintain social distancing from non-household members. In Phase 3, this requirement applies to any public place or business, indoor or outdoor.
- Alcohol sales are still required to cease from 11:00 p.m. to 7:00 a.m.

#### **Are Guests required to wear face coverings while riding on outdoor rides?**

Yes. Guests are required to wear face coverings in all public places, including on the premises or on transportation operated by amusement parks, unless an exception applies.

#### **If my amusement park has a dining or retail area, may I operate those indoor portions of the facility?**

Yes. However, indoor rides and other indoor attractions remain closed.

#### **I am taking a large group to an outdoor amusement park. Are we subject to the mass gathering limit?**

Yes. Group activities at outdoor amusement parks are permitted, subject to the Mass Gathering limit.

**Are bars open under this Order?**

Yes, for on-site consumption in outdoor seating areas only, subject to applicable local and state regulations. Indoor bar areas must remain closed.

**Are non-bar nightclubs, lounges, adult entertainment facilities, other night spots, and arenas open under this Order?**

Yes, provided they can comply with the terms of the Order, including the requirement that Guests remain seated. All establishments in this category may open their outdoor areas, subject to emergency occupancy limits and other requirements, and may operate indoors subject to the mass gathering limit (25 per facility).

**Where are bars, night spots, and arenas allowed to serve alcoholic beverages?**

Alcoholic beverages may be consumed only in outdoor seating areas, subject to applicable local and state regulations.

**Can Guests go inside the bar to order drinks?**

If necessary, Guests may place orders inside the establishment. However, all alcoholic beverages must be consumed in the outdoor seating area. Guests placing orders inside the establishment must wear face coverings and wait six feet apart.

**My bar or nightclub does not have a designated outdoor seating area. May I use a parking lot, grassy area, or other designated space?**

Establishments should check their local and state regulations to determine if and how they can expand their outdoor premises. At all times on existing or expanded outdoor premises, tables must be arranged six feet apart and the establishment must be in compliance with emergency occupancy limits.

**For my bar, night spot, or arena, how many Guests are allowed in the outdoor seating area?**

The lesser of 100 people or 30% of the outdoor occupancy limit. For example, if a bar's outdoor occupancy limit is 400 people, its 30% occupancy calculation would be 120 people outdoors. However, bars may only serve 100 people outdoors, per the terms of this Order, so this bar is allowed 100 Guests.

**This Order continues the restrictions on the late night sale of alcohol. Does this mean my bar has to close at 11:00pm?**

No, but alcohol sales must cease at 11:00 p.m.

**Is music and live performance allowed at my bar, night spot, or arena?**

Yes. All performers must follow social distancing guidelines.

**May guests be seated both indoors and outdoors at non-bar night clubs, lounges, and other night spots?**

These establishments may seat up to 25 guests indoors while also having guests seated outdoors up to the maximum capacity limit. Establishments that were not seated

before COVID-19 may bring in seats. Alcohol consumption is only permitted in outdoor seating areas.

**May bars have pool tables, dart games, and other amenities available for their guests?**

Only outdoors. Indoor bar amenities are not open under this Order.

**Are movie theaters allowed to reopen?**

Yes. Movie theaters may reopen subject to occupancy limits and other restrictions.

**Which event and entertainment facilities remain closed under this Order?**

Indoor event and entertainment venues, night clubs, lounges, and other night spots where guests are not seated.

**May I have an indoor wedding reception?**

Yes. Venues may host wedding receptions with an occupancy limit of the lesser of 100 people or 30% of the stated fire capacity. Guests must be seated and the establishment must follow other requirements set forth in the Order. Facilities should avoid scheduling a standing reception or cocktail hour. Wedding ceremonies are not subject to the capacity and other requirements in this Order, but Guests are encouraged to follow the Three Ws (Wear a face covering, Wash hands, and Wait six feet apart).

**May I serve alcohol at my movie theater, meeting space, or gaming business?**

Yes, if allowed under applicable local and state regulations.

**At seated events and venues, may guests bounce from table to table?**

No. Guests must remain seated.

**Are transportation vehicles used for amusement (such as hayrides and trolleys) allowed to operate?**

Yes, subject to 30% occupancy limitations and other requirements.

**When must the sale or service of alcoholic beverages cease?**

For any business that is open and permitted to serve alcoholic beverages for on-site consumption, the sale and service of alcoholic beverages must cease between 11:00 p.m. and 7:00 a.m.

**Do the limits placed on spectators at entertainment and sporting events in very large outdoor facilities apply to professional and collegiate sports?**

Yes. Spectators at professional and collegiate sporting events at very large outdoor facilities (defined as those facilities with a total seating capacity of 10,000 or more

and which meet the other conditions in the Order) are limited to 7% of the facility's total seating capacity.

**Are alcohol sales permitted at very large outdoor facility events?**

Yes, alcoholic beverages may be served for on-site consumption, subject to applicable local and state regulation. However, if a very large outdoor facility has a distinct indoor bar area (like a bar in the facility's concourse), guests may not consume alcohol in that area.



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Proclamation Honoring Edgar "Ed" Franklin Friday III

AGENDA ITEM NO. 8E

MEETING DATE: 10/13/2020

### BACKGROUND INFORMATION:

On September 19, 2020 Edgar "Ed" Franklin Friday III passed away. He was a long-time Dallas Police Officer, served as Police Chief, and served on the Board of Aldermen for ten years.

Attached is a proclamation honoring former Alderman Friday's contributions to the Town of Dallas as a resident, law enforcement officer, and elected official.

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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN:

Proclamation Honoring Edgar "Ed" Franklin Friday III

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**WHEREAS**, Edgar "Ed" Franklin Friday III was born in Albany, Georgia on March 18, 1944 to the late Margaret Barnes Friday and Edgar Franklin Friday, Jr.; and,

**WHEREAS**, Ed Friday was a U.S. Army Veteran serving in Vietnam, where he received the Purple Heart medal; and,

**WHEREAS**, following his military service he worked in law enforcement for the Gastonia Police Department, the Gaston County Sheriff's Department, and the Town of Dallas; and,

**WHEREAS**, Ed Friday served the Town of Dallas for 21 years in law enforcement as a Patrol Officer, Sergeant, Lieutenant, Assistant Chief, and Police Chief; and,

**WHEREAS**, in addition to working in his family's business, Dallas Carpet Company, he enjoyed working at the Dallas Funeral Home and was a member of Gaston Lodge #263; and,

**WHEREAS**, continuing on his path of serving the community, Ed Friday served as a Dallas Alderman being elected to 5 terms between 2001 and 2011; and,

**WHEREAS**, Edgar "Ed" Franklin Friday III passed away on September 19, 2020,

**NOW, THEREFORE**, in honor of Mr. Friday's legacy as a loving father, son, brother, uncle and friend; the Town of Dallas, by affirmative vote of its Board of Alderman does hereby officially honor **Edgar "Ed" Franklin Friday III**, and extends its collective appreciation and gratitude for his service in defense of his County; as well as his years of service in his community.

Adopted this the 13<sup>th</sup> day of October, 2020.

The seal of Gaston County, North Carolina, is a large, circular emblem in the background. It features a central illustration of a plantation house with a large porch and a chimney, surrounded by trees. The words "GASTON COUNTY" are written in a large, serif font across the top, and "NORTH CAROLINA" is written across the bottom. The seal is rendered in a halftone or stippled style.  
Rick Coleman, Mayor

Attested by:

Shannon Whittle, Town Clerk

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