

Town of Dallas
Agenda
February 9, 2021
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Allen Huggins

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

ITEM	SUBJECT	Page
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MINUTES FOR BOARD OF ALDERMEN MEETING

January 12, 2021

6:00 PM

The following elected officials were present: Mayor Coleman, Alderwoman Morrow, Alderman Cearley, and Alderman Withers. Alderman Huggins was not present at this meeting.

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Robert Walls, Police Chief; Shannon Whittle, Town Clerk/HR Director; Tom Hunn, Town Attorney; Bill Trudnak, Public Works Director; Brandon Whitener, Recreation Director; Jonathan Newton, Finance Director; and Earl Withers, III, Fire Chief.

Mayor Coleman called the meeting to order at 6:00pm.

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

Alderman Cearley motioned to set the agenda with no additions or deletions, seconded by Alderwoman Morrow, and carried unanimously.

Alderwoman Morrow motioned to approve the minutes from the December 8th Regular Meeting, seconded by Alderman Withers, and carried unanimously.

Recognition of Citizens:

No citizens wished to come forward at this time.

Consent Agenda:

In light of the Town Manager's 19 years of service to the Town of Dallas and recently obtaining a Master's Degree in Public Administration, the Board of Aldermen want to increase the Manager's salary by 3 percent. This increase is to be effective on the next payroll. Alderman Withers motioned to approve this increase, seconded by Alderwoman Morrow, and carried unanimously.

Public Hearings:

There were no scheduled Public Hearings.

Old Business:

There was no Old Business to be addressed.

New Business:

Item 8A was concerning the revised Budget Calendar for FY2021-2022. A Budget Calendar for FY2021/2022 was approved at the December 8, 2020 meeting. Part of this calendar was setting a Strategic Planning meeting for Monday, February 15th. The proposed revision (See Exhibit 8A) would move the Strategic Planning meeting from February 15th until Monday, March 1st at the same time and location. This move is to accommodate receiving information that will be discussed at the February 23rd Work Session that may have bearing on the Strategic Planning meeting. Alderman Cearley motioned to approve this revision, seconded by Alderwoman Morrow, and carried unanimously.

Item 8B was concerning a COVID-19 Vaccine Declination. With the emergency approval by the FDA of two COVID vaccines, there has been discussion among local governments as to requiring or not requiring employees to take the vaccine. While it is legal to require employees to take a vaccine, most local governments have decided not to require employees to take the vaccine. The decision on whether to take the vaccine would be entirely voluntary on the part of the employee. Please see Exhibit 8B-1 for a fact sheet on both the Pfizer-BioNTech and Moderna vaccines, which will be distributed to employees to aid them in their decision. While not requiring employees to take the vaccine, it is prudent to have employee sign a declination form, just as they do when declining a HepB vaccine. Please see Exhibit 8B-2 for a copy of the COVID-19 Vaccine Declination Form. Although an employee may initially decline the vaccine, they may change their mind at any time and choose to receive the vaccine. Alderwoman Morrow motioned to approve the decision to with educational materials and to encourage them to take the vaccine, along with requiring the employee to sign a declination form if they choose not to vaccinate. Alderman Cearley seconded this motion and it was carried unanimously.

Item 8C was concerning the proposed Severe Communicable Illness Policy (please see Exhibit 8C). In October 2009, the Board of Aldermen approved a Severe Communicable Illness Policy in response to the H1N1 Flu epidemic. This policy advances employees with insufficient sick leave balances 2 days of sick leave in order to encourage them to stay home and not spread a severe illness. This is an advance and places an employee in a negative balance situation until the advance can be made up through normal sick leave accruals. During the COVID-19 pandemic, the Families First Coronavirus Response Act (FFRCA) was enacted on March 18, 2020. This Act provided for up to 80 hours of emergency leave for employees due to COVID-19. The provisions of the FFRCA were allow to expire on December 31, 2020 with the signing of the Consolidated Appropriations Act 2021 on December 27, 2020. Employers have the option of extending the emergency leave until March 31, 2021 and will be eligible for tax credits, however, public employers are not eligible for these tax credits. It is in the best interest of the workforce and community for those with a severe communicable illness to stay home to reduce the risk of infecting others. In order to encourage employees to remain home while ill with a severe communicable disease, the current Severe Communicable Illness Policy could be expanded to grant a determined number of hours to an employee upon a medically documented severe communicable illness. It is recommended that the current policy be modified by increasing the number of hours to 40 hours granted, instead of advanced, to employees during a severe communicable illness and to require medical documentation of the illness in order to qualify for the leave. Alderman Withers motioned to approve this modification, seconded by Alderman Cearley, and carried unanimously.

Item 8D was concerning the budget amendment to appropriate the Duke Energy refund. Duke Energy will be issuing a refund to the Town of Dallas, along with a number of other municipal power providers, based upon an audit review conducted at Duke Energy. This review identified errors in charges that required correcting. Dallas will be receiving \$219,000 as a result of the audit review and ensuing corrections. Please see Exhibit 8D for budget amendment. Alderman Cearley motioned to approve the amendment, seconded by Alderwoman Morrow, and carried unanimously.

Item 8E was concerning the appointment of a candidate to fill the vacant Board of Alderman seat. In August 2020, Alderwoman Stacey Thomas resigned from the Town of Dallas Board of Aldermen. That seat has been vacant until now. The Board of Aldermen have determined that they are ready to appoint a replacement to that seat. The person appointed will be sworn in at the February 9th Board of Aldermen meeting and will fill out the remaining term of Alderwoman Thomas, which is up for reelection in

November 2021. There were four Statement of Interest forms received for this position. The Board was very impressed with the remarkable achievements of each candidate and thanked everyone for taking the time to apply, further stating that it was extremely hard to select a candidate. Alderman Withers motioned to appoint Frank Milton to the vacant seat, seconded by Alderman Cearley, and carried unanimously. Mr. Milton was invited in and expressed his heartfelt thanks for his appointment to the Board.

Manager's Report:

Ms. Stroupe updated everyone on the status of the baseball program, stating that there have been 14 registrants so far. There will be one camp for every age group, starting on January 25th. She then followed up with an update on the Sewer Interconnect Project. The Town is currently waiting on the final contract and is looking to begin work by the end of the month. Next, she informed the Board that the Trade Street parking lot survey is now complete, and concluded by stating that 7/11 is projected to open by mid-February.

Alderdwoman Morrow made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. (6:43pm)

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

MINUTES FOR BOARD OF ALDERMEN WORK SESSION

JANUARY 26, 2021

5:00 PM

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

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Robert Walls, Police Chief; Shannon Whittle, Town Clerk; Jonathan Newton, Finance Director; Brandon Whitener, Recreation Director; Earl Withers, III, Fire Chief; and Bill Trudnak Public Works Director.

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

Mayor Coleman opened with the Pledge of Allegiance to the Flag, followed by the Invocation, given by Pearl Burris Floyd.

At this time, Mayor Coleman proceeded with the swearing-in ceremony for Alderman Frank Milton. In August 2020, Alderwoman Stacey Thomas resigned her seat on the Board of Aldermen. On January 12, 2021, the Board of Aldermen appointed Mr. Frank Milton, by unanimous vote, to fill the remainder of the term held by Ms. Thomas. Alderman Milton was sworn in to complete the remaining term, which is up for reelection in November 2021. Please see Exhibit 2 for the Oath of Office.

Mayor Coleman then asked if there were any additions or changes to the agenda, then proceeded to add one addition, to be addressed as Item #4G in New Business. Alderman Huggins motioned to approve the agenda with one addition, seconded by Alderman Milton, and carried unanimously.

Item 4A was regarding the parking lot modifications at Town Hall. Alderman Cearley asked that the Town Engineer look at options to modify current Town Hall Parking Lot configuration due to limited access from the W. Wilkins St. entrance. When the parking spaces on both the right and left sides from that entrance are full, vehicles must back out onto W. Wilkins St. to access the entrances on N. Holland St. Attached (Exhibit 4A) are two options from Mr. Johnny Denton, Diamond Engineering. Option 1 would remove two parking spaces and allow access to the remainder of the parking lot without exiting the W. Wilkins St. entrance to access one of the N. Holland St. entrances. Option 2 would remove one parking space to allow a vehicle to turn around and exit the W. Wilkins St. entrance, without backing out into the roadway, to then access one of the N. Holland St. entrances. Option 1 was decided to be the more favorable course of action and the Town will move forward with that process.

Item 4B was a discussion of the No Parking Zone on W. Trade St. With the increased traffic and number of parked vehicles along the 100 block of W. Trade St., it has come to Staff's attention that a fire hydrant is being blocked. In order to provide emergency access to the fire hydrant,

Staff is recommending that one parking space in front of the fire hydrant be designated as no parking in the Town's Parking Prohibited Ordinance. Please see Exhibit 4B. This will be discussed as a possible ordinance change at a later date.

Item 4C was a discussion for No Parking on E. Robinson St. In December 2020, a citizen called the Development Services Director to inquire about the Parking Schedule of the Town Ordinance. The citizen requested that the Board of Aldermen consider adding E. Robinson St. to the list of Parking Prohibited streets in the Town. Staff has reviewed the area and recommend no parking on E. Robinson St. from S. Spargo St. to S. Davis St. to be added to the list of Parking Prohibited streets in the Town Ordinance. Please see Exhibit 4C. This subject will be brought back for discussion as part of ordinance update and will be scheduled for a public hearing.

Item 4D was regarding the Manufactured/Mobile Home Ordinance Update. During the October 15, 2020 Planning Board Meeting, the Development Services Director asked input from the Planning Board in regard to their interpretation of §153.018 Manufactured/Mobile Homes of the Town Ordinances. Staff interpreted B (3) of the ordinance as true masonry material, not to include cladding or vinyl product. The Planning Board is in favor of this interpretation, and suggested clarifying the ordinance requirement. During the November 19, 2020 meeting, the Planning Board unanimously recommended the attached ordinance update and consistency statement (please see Exhibit 4D). If the Board of Aldermen is in agreement to update the ordinance, a public hearing date will need to be set at the next regular meeting. A future public hearing date will be set for this issue.

Item 4E was regarding abandonment of a right of way. As part of the Conditional Rezoning project off of Dallas Stanley Highway, the Town must adopt a resolution to abandon part of its current right of way. Currently, the Town has approximately 400 feet of right of way extending onto Parcel ID #216368. The existing road continues approximately 170 feet onto the parcel. The right of way will not serve the development. New right of way will be dedicated to the Town, per the rezoning plan. Currently the Town utilizes a section of this right of way to turn around trash trucks. Staff is working with the developer to provide an area for the trucks to make a three-point turn. Please see Exhibit 4E. A preliminary discussion for this topic will be addressed at a later time.

Item 4F was a discussion regarding the upcoming baseball program season. It is the time of year when, historically, preparations are being made for the Town's baseball program and registration to participate in the program is opened. Based on the current pandemic situation, a discussion on the possibility of sponsoring a baseball program is appropriate in order to allow the Recreation Department time to plan and prepare for a potential season. Brandon Whitener, Recreation Director, will be participating in discussions with other area programs in the coming days and this topic will be picked back up for discussion once more information becomes available.

Item 4G was a regarding litter pick up, per request of the Mayor. Mayor Coleman and other Board members are concerned with the growing amount of litter collecting on the side of the Town's streets and would like to discuss adding one (possibly two) part-time position to help with this. The Town will move forward with posting an ad for this role.

At this time, Maria Stroupe, Town Manager, informed everyone that the process of adding security cameras and more police equipment is moving along smoothly. She also announced that the Town is in the process of apply for a grant that would provide body cameras for the police department and cover 100% of the cost.

Alderman Cearley motioned to adjourn, seconded by Alderwoman Morrows, and carried unanimously. (5:57 pm)

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Proclamation of February as Black History Month

AGENDA ITEM NO. 5A

MEETING DATE: 2/09/2021

Black History Month, is an annual celebration of achievements by black Americans and a time for recognizing the central role of African Americans in U.S. history. The event grew out of "Negro History Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history." Since 1976, every U.S. president has officially designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

A proclamation is attached recognizing February as Black History Month.

MANAGER'S RECOMMENDATION: Approve the proclamation recognizing February as Black History Month.

BOARD ACTION TAKEN:

Proclamation of Black History Month 2021

WHEREAS, throughout the month of February, Black History Month with the theme of *"THE BLACK FAMILY: Representation, Identity, and Diversity"*, will be observed in our State and Nation as a tangible way of encouraging all citizens to learn about and appreciate the contributions of African Americans and their impact on our past, present, and future; and

WHEREAS, Black History Month's early origins began in February 1926, when "Negro History Week" was established by Dr. Carter G. Woodson, a Harvard scholar and a son of former slaves. Dr. Woodson launched an initiative to encourage the study of black history and the African-American experience in the United States. He chose February because it marked the birthdays of President Abraham Lincoln and the American abolitionist Frederick Douglass. Dr. Woodson's legacy influenced the eventual shift from "Negro History Week" to a month-long celebration later to be established in the mid 1970's and celebrated thereafter as "Black History Month: and

WHEREAS, African American legends such as writer Maya Angelou, freedom fighter Harriet Jacobs, educator Dr. Charlotte Hawkins Brown, scholar John Hope Franklin, sport hero Michael Jordan, artist Romare Bearden, and musicians John Coltrane and Thelonious Monk went from being citizens of North Carolina to citizens of the world; and

WHEREAS, North Carolina's African American history is celebrated and studied at State Historic sites such as Historic Edenton, Charlotte Hawkins Brown Museum, Somerset Place, Historic Stagville, Reed Gold Mine, Tryon Palace Historic Sites & Gardens, Roanoke Island Festival Park, and the N.C. Transportation Museum; and

WHEREAS, Black History Month pays tribute to and recognizes the numerous outstanding accomplishments, past and present, that African Americans make to our community, state, nation, and the world;

WHEREAS, the year 2021 also marks the fifty-seventh anniversary of the Civil Rights Act, which was first proposed by President John F. Kennedy in 1963, and eventually signed into law during the height of the American Civil Rights Movement on July 2, 1964 by President Lyndon B. Johnson. The legislation prohibited discrimination on the basis of race, color, religion, sex, or national origin and paved the way for future anti-discrimination legislation.

NOW, THEREFORE, the Town of Dallas Board of Aldermen, as adopted this the 9th day of February 2020, do hereby proclaim February 2021 as "BLACK HISTORY MONTH" and call upon the citizens of Dallas to observe and commemorate Black History Month as we celebrate the accomplishments and contributions of African Americans.

Rick Coleman, Mayor

ATTESTED:

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Approval of Contract for Construction of Sewer Interconnect

AGENDA ITEM NO. 5B

MEETING DATE: 2/09/2021

Both Dallas and Gastonia held bid openings on the proposed Sewer Interconnect project in July 2020. Based on the bids received, options for revising the Emergency Sewer Interconnect project with Gastonia were explored by both staffs. An amendment to the agreement for the project was approved by both municipalities in October 2020.

Fuller & Co. Construction, LLC (Fuller) was the lowest responsible, responsive bidder for the Dallas portion of the project with a bid of \$288,066.91. After the amendment to the agreement with Gastonia, the Dallas portion of the project was unchanged, and Mr. Bobby Fuller agreed to honor the bid previously submitted and accepted at the July bid opening.

Attached is the contract with Fuller for formal approval. Work on the project is scheduled to begin as stated in the contract, with a time for construction of 165 calendar days.

As part of the agreement with Gastonia, Dallas will reimburse Gastonia \$162,000 toward the cost of the metering interconnection and guarantee to send 150,000 gallons of wastewater per day to Gastonia to be treated at the current municipal rate. The connection will also be available during emergency situations for Dallas to route more than the guaranteed daily volume of wastewater to Gastonia for treatment.

In support of this project, Gaston County has awarded Dallas a Township Grant in the amount of \$300,000 to be paid as a reimbursement upon completion of the project.

Upon approval of this contract, a supporting budget amendment will be brought to the Board at the March 9th meeting.

MANAGER'S RECOMMENDATION: Approve the contract with Fuller & Co. Construction, LLC as presented.

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA

COUNTY OF GASTON

AGREEMENT

THIS AGREEMENT, made effective on the 15th day of February, 2021 by and between Town of Dallas, hereinafter called "Owner", party of the first part; and Fuller & Co. Construction, LLC, hereinafter called "Contractor", party of the second part;

WITNESSETH:

That the Contractor and Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I. Scope of Work

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary to perform all work and install all apparatus and material set forth in the Schedule of Work a copy of which is attached to and made a part of this agreement as Exhibit "A" in strict accordance with all requirements and provisions of all contract documents as defined in the General Conditions, a copy of which is attached to and made a part of this agreement as Exhibit "B"; the Specifications together with any special provisions, conditions, and requirements contained therein, a copy of which is attached to and made a part of this agreement as Exhibit "C"; the Bid or the Proposal of the Contractor submitted pursuant to advertisement therefore a copy of which is attached to and made part of this agreement as Exhibit "D" and the Instructions to Bidders a copy of which is attached to and made a part of this agreement as Exhibit "E". It is the intention of the parties to this agreement that each and all of the above described Exhibits (Exhibit "A" through Exhibit "E") be fully and completely incorporated by reference into this agreement as if fully herein set out; and it further is the intent of the parties, that by so incorporating these Exhibits unto this agreement that the parties be bound by and perform each and every requirement, provision (special or otherwise), condition, and covenant of each said Exhibit.

ARTICLE II. Time for Work

The Contractor shall begin the work at the site within ten (10) calendar days as set forth in the Notice to proceed issued by the Owner. The schedule of work and the rate of progress shall be such as, in the opinion of Diamond Engineering, PLLC hereinafter called "Engineer", are necessary for completing all work to be performed on or before the expiration of one hundred sixty five (165) consecutive calendar days from the date specified in the notice to proceed, with such intermediate contract completion times as are specified in the contract documents and with such extensions of time as are provided in Exhibit "B" entitled "General Conditions".

ARTICLE III. Owner's Option to Increase Work.

It is understood and agreed by and between the parties to this agreement that the materials to be furnished and the work to be performed pursuant hereto may, at the option of the Owner, be increased in an amount of up to fifty percent (50%) of the total dollar amount set forth on the Schedule of Work without increase in the unit prices set forth thereon, and may be further increased by an additional fifty percent (50%) without unit price increases at the option of the Owner and with the consent of the Contractor. It is further understood and agreed that such increase in the work herein referred to may result in an increase in the amounts to be provided and installed of some, but not all of the items listed on the Schedule of Work.

ARTICLE IV. Payment

(a) Owner shall pay to the Contractor for the performance of the Contract a sum based upon the actual amount of completed work in place according to the unit prices established on Exhibit "A".

(b) The Contractor shall submit to the Public Works Director, Town of Dallas, 210 N. Holland Street, Dallas, North Carolina, 28034, on or before the 25th day of each month an invoice for all work completed and verified by the Owner and for materials stored or stockpiled on the job site during the preceding month. The Engineer shall verify all quantities and amounts shown upon the invoice in accordance with the Owner's Standard Specifications and shall

have a monthly estimate prepared based upon the contract unit prices showing all work performed and the value of materials stored or stockpiled on the job site to date under this contract. Upon approval of the monthly estimate by the Engineer, the estimate shall be forwarded to the Finance Director for payment, which shall be made in accordance with the subsequent paragraphs of this Article IV.

(c) Monthly or partial payments may be made once a month at a rate of ninety percent (95%) of the work completed and for materials stored or stockpiled on the job site (as determined by the Engineer). Upon completion and final acceptance of the work to be performed pursuant to this contract, the Contractor may receive the retainage as set forth in paragraph (d) of this Article IV.

(d) Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall make such inspection; and when he finds the work acceptable under the contract and the contract fully performed he will issue a final certificate, over his own signature, stating that the work required by this contract has been completed and is accepted by him under the terms and conditions thereof, and the money to be due the Contractor shall be paid to the Contractor by Owner upon receipt and processing of Contractor's invoice in accordance with Section 1.49 of the Instructions to Bidders, Exhibit "E".

(e) Before making any payment, The Owner may require Contractor to submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid. Except that if payment of a disputed indebtedness or lien has not already been guaranteed by surety bond, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to Owner guaranteeing payment when finally adjudicated of all such disputed amounts.

(f) Receipt and Acceptance of Payment by the Contractor shall constitute a waiver of all claims by the Contractor except those made in writing and still unsettled; provided, however, that all such claims must be received by Owner prior to or at the time of receipt of Contractor's request for inspection; otherwise, said claim is waived.

ARTICLE V. Federal, State and Local Taxes

The contract price shall include applicable Federal, State and local taxes in effect on the contract date; however, any applicable sales or use tax shall be separately identified from the contract price on any invoice rendered. Pursuant to Section .1700, et.seq., of the North Carolina Administrative Code (Revenue - Sales and Use Tax), should Purchaser be entitled by law to a refund from any tax included in the contract price, the amount received shall be paid to Purchaser and Vendor shall have no claim thereto.

ARTICLE VI. Warranty

(a) The contractor warrants to the Owner that the materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(b) If, within one year after the date of acceptance of the work, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The obligations under this paragraph shall survive acceptance of the work under the Contract and its termination. The Owner shall give such notice promptly after discovery of any defective condition.

ARTICLE VII. Performance Bond

Contractor must furnish a performance bond in the amount required in the General Conditions, Exhibit "B", on some surety company authorized to do business in this state conditioned on the faithful performance of the terms of this contract together with the special provisions, requirements, and conditions set forth in all Exhibits incorporated in this contract by reference; payable to Owner upon failure to meet any such term. Such bond will remain in force for the

duration of this Contract. Instead of the bond, Contractor may deposit money, government securities, or a certified check on a bank or trust company authorized to do business in the State of North Carolina, in a like amount, payable to Owner to guarantee performance.

ARTICLE VIII. Merger Clause

This agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

ARTICLE IX. Amendments

No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by each of the parties hereto by their duly authorized officers.

ARTICLE X. Benefits and Binding Effect

This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XI. Notices

All notices, requests and demands and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States Mail and forwarded by Registered or Certified Mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given at the following addresses:

AS TO THE OWNER:

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

AS TO THE CONTRACTOR:

Fuller & Co. Construction, LLC
697 St. Marks Church Road
Bessemer City, NC 28016

Any party may change the address(es) as to which notices to it are to be sent by giving the notice of such change to the other parties in accordance with this Section.

ARTICLE XII. Captions

The captions are for convenience of reference only and shall not be construed as a part of this agreement.

ARTICLE XIII. Governing Law

This agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of North Carolina.

ARTICLE XIV. Exhibits

All of the Exhibits referred to in this agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this agreement for all purposes.

ARTICLE XV. Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this agreement shall not affect the validity or enforceability of the remaining portions of this agreement or any part thereof.

ARTICLE XVI. Counterparts

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

OWNER:

Town of Dallas

ATTEST:

Town of Dallas

By Maria Stroupe

Town Manager

Title

By Shannon Whittle

Town Clerk / HR Director

Title

(Seal)

CONTRACTOR:

Fuller & Co. Construction, LLC

ATTEST:

By:

Name

Title

Name

Title

(Seal)

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 he/she is the _____ and that by authority duly given and as the act of Town of Dallas the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by him/her as its _____.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 2021.

Notary Public

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and seal, this the _____ day of _____ 2021.

Notary Public

My Commission Expires: _____

agree_1

NOTICE OF AWARD

TO: Fuller & Co. Construction, LLC
697 St. Marks Church Road
Bessemer City, NC 28016

Project Description: Town of Dallas, Dallas / Gastonia Sewer Emergency Interconnect

The OWNER has considered the bid submitted by you on July 13th, 2020 for the above described Work in response to its Advertisement for Bids and instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of \$ 288,066.91

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return and acknowledge copy of this Notice of Award to the OWNER.

Dated this 14th day of January, 2021

Town of Dallas
OWNER
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is
Hereby acknowledged

By _____

this the _____ day of _____, 20__

By _____

Title _____

NOTICE TO PROCEED

TO: Fuller & Co. Construction, LLC
697 St. Marks Church Road
Bessemer City, NC 28016

Date: February 15, 2021
Project: Town of Dallas, Dallas /
Gastonia Sewer Emergency Interconnect

You are hereby notified to commence work no later than February 25, 2021 in accordance with the Agreement dated February 15, 2021. You are to complete work within 165 consecutive calendar days thereafter. The date of completion of all work is therefore August 9, 2021.

Town of Dallas
Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice
To Proceed is hereby
acknowledged by

this the _____ day of _____, 20____
By _____
Title _____

The undersigned bidder has carefully examined the plans and specifications and does agree to perform all work as prescribed in the contract and in the specifications. The bidder agrees to perform all such work at the unit prices as contained in the proposal and the contract.

**BID SCHEDULE
TOWN OF DALLAS
DALLAS / GASTONIA SEWER EMERGENCY INTERCONNECT
EXHIBIT "A" – Unit Price Bid**

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	\$ <u>19,989.45</u>	\$ <u>19,989.45</u>
Clear Sewer Easement of all Trees and Brush and prepare for Construction and Stabilization	2.1	AC	\$ <u>8,642.86</u>	\$ <u>18,150.01</u>
Borrow Excavation	100	CY	\$ <u>8.38</u>	\$ <u>838.00</u>
Rock Excavation	10	CY	\$ <u>150.00</u>	\$ <u>1500.00</u>
Permanent Grassing (Seed, Mulch, & Tack)	4,000	SY	\$ <u>0.92</u>	\$ <u>3680.00</u>
Temporary Grassing (Seed, Mulch, & Tack)	2,000	SY	\$ <u>0.75</u>	\$ <u>1500.00</u>
Silt Fence, Complete In Place	1480	LF	\$ <u>2.20</u>	\$ <u>3256.00</u>
Gravel Construction Entrance (Installed Complete in Place & Maintained)	2	EA	\$ <u>2361.94</u>	\$ <u>4723.88</u>
Remove & Replace 12" VCP W/ VC to VC Fernco Couplings (Complete in Place)	30	LF	\$ <u>283.59</u>	\$ <u>8507.70</u>
14" DIA DIP (Class 51) Sanitary Sewer 0'-8' Deep (Complete in Place)	372	LF	\$ <u>98.97</u>	\$ <u>36,816.84</u>
14" DIA DIP (Class 51) Sanitary Sewer 8'-8' Deep (Complete in Place)	135	LF	\$ <u>99.77</u>	\$ <u>13,468.95</u>
14" DIA DIP (Class 51) Sanitary Sewer 8'-10' Deep (Complete in Place)	45	LF	\$ <u>103.37</u>	\$ <u>4,651.65</u>
14" DIA DIP (Class 51) Sanitary Sewer 10'-12' Deep (Complete in Place)	25	LF	\$ <u>106.88</u>	\$ <u>2,672.00</u>
14" DIA MECH-LOK Restrained Joint DIP (Class 51) Sanitary Sewer 0'-8' Deep (Complete in Place)	59	LF	\$ <u>146.72</u>	\$ <u>8,656.48</u>
12" DIA MECH-LOK Restrained Joint DIP (Class 51) Sanitary Sewer 0'-6' Deep (Complete in Place)	40	LF	\$ <u>127.10</u>	\$ <u>5,084.00</u>
New 4' Diameter Sewer Manhole 0'-6' Deep Vented & Sealed	1	EA	\$ <u>6084.91</u>	\$ <u>6084.91</u>
New 4' Diameter Sewer Manhole 6'-8' Deep Vented & Sealed	2	EA	\$ <u>6017.58</u>	\$ <u>12,035.16</u>
New 4' Diameter Sewer Manhole 10'-12' Deep	1	EA	\$ <u>6780.50</u>	\$ <u>6780.50</u>

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
New 5' DIA Sealed & Vented Dog House Manhole 8'-10' Deep	1	EA	\$ 8418.31	\$ 8418.31
16" Style J 180° 3-Way Mechanical Joint Plug Valve (Complete in Place)	1	LS	\$ 27,992.08	\$ 27,992.08
Demo Existing MH Top and Rebuild W/ Vent and Sealed Lid	7	EA	\$ 2742.45	\$ 19,197.15
Install 36" HDPE Storm Drainage Pipe for Access to Easement (Complete in Place)	50	LF	\$ 461.35	\$ 23,067.50
Class B Rip-Rap Outlet Protection W/ Filter Fabric (Complete in Place)	67.5	TNS	\$ 38.38	\$ 2590.65
Class 1 Rip-Rap Stream Bank Stabilization W/ Filter Fabric (Complete in Place)	91	TNS	\$ 37.59	\$ 3420.69
Remove and Replace 6' Chain Link Fence (11 gage)	150	LF	\$ 42.90	\$ 6435.00
Clean and Flush Lines and Manholes from Manhole #5 to Manhole #11	1	LS	\$ 13,550.00	\$ 13,550.00
Contingency	1	LS	\$ 25,000.00	\$ 25,000.00
TOTAL: Contract Amount				\$ 288,066.91

Contract Time: 180 Calendar Days
 Liquidated Damages: \$15,400 per Calendar Day

Respectfully Submitted:

Signature

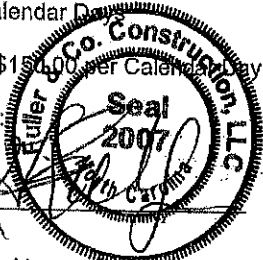
Bobby G. Fuller Jr.
 Name

Manager
 Title

NC 64580
 (Name of State) CONTRACTOR'S License Number

Seal – If Bid is by a Corporation

Attest: [Signature]
 Witness



697 St. Marks Church Rd. Bessemer City, NC 28016
 Address

7/13/2020
 Date

Corporate (Partnership) Address

North Carolina
 State of Incorporation

704-240-9124
 Telephone Number

Note: For a valid bid, the Bid and Bid Bond, must both be properly signed.

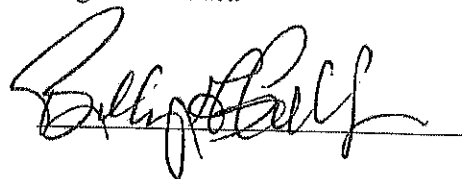
AFFIDAVIT

Each contractor submitting a bid must complete the following:

STATE OF NORTH CAROLINA

COUNTY OF GASTON


Affiant, Bobby G. Fuller Jr., makes oath he is the (Title) Manager of Fuller & Co. Construction, LLC.; and that the only parties directly or indirectly interested in this Contract are named herein; and that neither the Mayor, any Councilman, Town Manager, Director or any other Town Official is directly or indirectly interested in this Contract or the proceeds thereof; and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Town of Dallas or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this Contract.



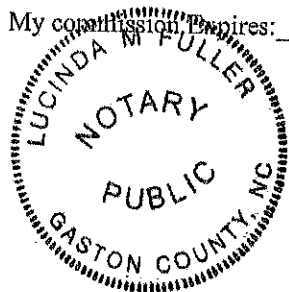
State: North Carolina

County: Gaston

Subscribed and sworn to before me this 13 day of July, 2020.


Notary Public

My commission expires: 8-24-2020



LIST OF SUBCONTRACTORS

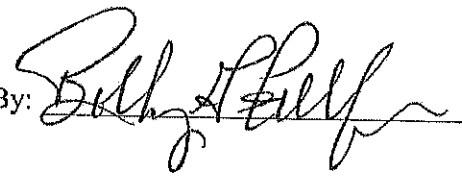
PROJECT: TOWN OF DALLAS, DALLAS / GASTONIA SEWER EMERGENCY INTERCONNECT

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

	<u>Subcontractor and Address</u>	<u>Class of Work to be Performed</u>
1.	<u>Pipe Pros LLC</u> <u>PO Box 339 Fort Mill, SC 29715</u>	<u>Cleaning and Flushing</u>
2.	<u>NGE Services</u> <u>10900 Metromont Pkwy Charlotte, NC 28269</u>	<u>Clearing</u>
3.	<u>P&TL</u> <u>2137 S. Anderson Rd. Rock Hill, SC 29730</u>	<u>Silt Fence - Erosion Control</u>
4.	<u>Parker-D Fence Co.</u> <u>526 N. Broad St. Gastonia, NC 28054</u>	<u>Fencing</u>
5.	<u>Buffkin Trucking</u> <u>1032 Jones Hill Dr. Stanley, NC 28164</u>	<u>Hauling</u>
6.	<u>The Survey Company</u> <u>4105-B Smart Andrew Blvd Charlotte, NC 28217</u>	<u>Surveying</u>
7.	<u>Pumping & Shoring Solutions, LLC</u> <u>2801 Lippards Creek Ln. Lincolnton, NC 28092</u>	<u>Bypass Pumping</u>
8.	_____	_____

7/13/2020
Dated

Fuller & Co. Construction, LLC.
Bidder

By: 

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Manufactured/Mobile Home Ordinance Update

AGENDA ITEM NO. 6A

MEETING DATE: 2/09/2021

During the October 15, 2020 Planning Board Meeting, the Development Services Director asked input from the Planning board in regard to their interpretation of §153.018 Manufactured/Mobile Homes of the Town Ordinances. Staff interpreted B(3) of the ordinance as true masonry material, not to include cladding or vinyl product. The Planning Board is in favor of this interpretation, and suggested clarifying the ordinance requirement.

During the November 19, 2020 meeting, the Planning Board unanimously recommended the attached ordinance amendment.

This item was discussed at the January 26th Board of Aldermen Work Session and requested to be placed on the February 9th Meeting Agenda for consideration to adopt.

A public hearing has been advertised in the Gaston Gazette, per North Carolina General Statute.

Attached is the proposed ordinance update and consistency statement for consideration.

MANAGER'S RECOMMENDATION: Approve the clarification and modification to §153.018 Manufactured/Mobile Homes Ordinance, as presented.

BOARD ACTION TAKEN:

§ 153.018 MANUFACTURED/MOBILE HOMES.

Any mobile/manufactured home installed from and after the effective date of this section shall meet the following standards.

(A) Mobile home parks/subdivisions shall be located within a R-6 zone, and all new proposed locations shall be treated as a planned subdivision per G.S. § 160A-376 and comply with the town's subdivision development standards.

(1) A zoning permit and building permit shall be required for every structure located within a mobile home park, including replacement mobile homes.

(2) Accessory structures shall be limited to one per home, and must comply with the accessory structure requirements outlined in § [153.009](#).

(B) New mobile/ manufactured homes shall not be located on any parcel within town limits, unless the parcel has been approved as a mobile home park or subdivision.

(1) If an existing mobile home, regardless of location or zone, becomes damaged by fire, flood, explosion, earthquake, wind, storm, hurricane or any other act of God, war or riot, becomes damaged by any third-party by no fault of the owner, or becomes damaged by the owner by accidental means, it may be replaced at the same location with a home of the same size within a 12-month period.

(2) Any parcel containing a mobile home that has been removed for a period of greater than 12 months must comply with all current zoning regulations.

(3) All new or replacement mobile homes placed within the town shall include a ~~masonry skirt~~ **continuous masonry foundation or curtain wall underpinning consisting of brick, cinderblock, concrete block, stucco, stone, or other masonry materials, unpierced, except for required ventilation and access, shall be placed underneath the home**, unless the mobile home is being replaced due to an act of God as defined in division (B)(1).

(Ord. passed 10-9-2018)

TEXT AMENDMENT CONSISTENCY STATEMENT

The proposed text amendment to 153.018 Manufactured/Mobile Homes is consistent with the 2003 Land Use Plan's recommendation to ensure the scale and design of development is consistent with the unique small-town character of Dallas, and the goal to maintain and enhance the Town's aesthetic qualities and physical character, and is therefore deemed reasonable and in the public's best interest.

Rick Coleman, Mayor

Date

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: No Parking Schedule

AGENDA ITEM NO. 6B

MEETING DATE: 2/09/2021

In December 2020, a citizen called the Development Services Director to inquire about the Parking Schedule of the Town Ordinance. The citizen requested the Board of Aldermen consider adding E. Robinson St. to the list of Parking Prohibited streets in the Town.

Staff visited the site and determined the road to be approximately 16 feet wide. After further investigation, it was discovered that nearby streets were the same width.

Following discussion at the January 26th Board of Aldermen Work Session, the current recommendation is to add the following streets to the Parking Prohibited Schedule found in Chapter 76 of the Town Ordinance as Parking Prohibited on BOTH sides of the street at all times:

- E. Church St. from S. Spargo St. to S. Davis St.
- E. Carpenter St. from S. Spargo St. to S. Davis St.
- E. Peachtree St. from S. Spargo St. to S. Davis St.
- E. Robinson St. from S. Spargo St. to S. Davis St.
- E. Holly St. from S. Spargo St. to S. Davis St.

Attached is a visual map of these locations and the proposed ordinance update.

A public hearing has been advertised in the Gaston Gazette.

MANAGER'S RECOMMENDATION: Approve adding the above street sections to the Parking Prohibited Schedule in Chapter 76 of the Town Ordinance, as presented.

BOARD ACTION TAKEN:



SCHEDULE I: PARKING PROHIBITED.

(A) Parking prohibited at all times upon any of the streets or portions of streets as follows (see § [72.03](#)):

<i>On Street</i>	<i>Side</i>	<i>From</i>	<i>To</i>	<i>Added/Amen</i>
Alexander	Both	S. Davis	Dead end	10-13-1998
W. Church	North	Approx. 105 feet from Holland	Approx. 195 feet from Holland	3-14-2000
N. College	Both	E. Trade	End of N. College	7-8-1997
N. Davis	Both	E. Main St.	E. Trade St.	11-13-2012
S. Davis	West	E. Alexander	E. Holly	-
S. Davis	Both	E. Main Street	E. Church	3-9-1999
E. Gibbs	Both	S. Willow	S. Legion	1-8-1974
N. Hoffman	East	W. Trade	South side of first driveway entrance	12-29-1989
N. Hoffman	West	W. Trade	W. Main	12-29-1989
N. Hoffman	Both	W. Trade	W. Wilkins (except during church)	10-8-1996
N. Hoffman	Both	W. Wilkins	McSwain	10-8-1996
E. Holly	Both	S. Davis	End of E. Holly	-
Johnson	Both	Hoyle	S. Rhyne	4-17-2001
Lee	Both	Pine	150 feet from Pine to Ridge	10-9-1990
W. Lee	Both	S. Pine	Ridge	1-8-1974
S. Maple	Both	W. Robinson	200 feet south of intersection	8-13-1991
Poplar	North and east	N. Davis	End of Poplar	12-3-1974
S. Rhyne	East	Driveway at First Baptist	End of brick wall in front of church	-

S. Ridge	Both	W. Carpenter	W. Lee	1-8-1974
W. Robinson	Both	S. Maple Street	Maple	11-9-1981
S. Spargo	West	E. Carpenter	Holly	9-9-1986
S. Spargo	Both	E. Robinson	Holly	12-12-1989
E. Trade	South	Southeast corner of Gaston-Trade	Entrance to tire service	1-13-1987
S. Willow	Both	E. Church	End of pavement on S. Willow	3-5-1975
W. Main	South	Pine	20 feet west of Pine	4-14-1998
E. Wilkins	Both	N. Gaston	Dead end	6-9-1998
S. Davis	Both	E. Church	E. Alexander	4-8-2008
E. Carpenter	Both	S. Spargo	S. Summey	4-8-2008
E. Jenkins	Both	S. Gaston	S. College	5-11-2010
S. Oakland	Both	W. Church	W. Robinson	12-13-2011
W. Robinson	Both	S. Ridge	S. Pine	12-11-2017
S. Pine	Both	Lee	W. Border	11-10-2020
E. Church	Both	S. Spargo	S. Davis	2-9-2021
E. Carpenter	Both	S. Spargo	S. Davis	2-9-2021
E. Peachtree	Both	S. Spargo	S. Davis	2-9-2021
E. Robinson	Both	S. Spargo	S. Davis	2-9-2021
E. Holly	Both	S. Spargo	S. Davis	2-9-2021

(B) For above: parking permitted in marked spaces on east side of S. Oakland at Rescue Squad/Civic Building.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Conditional Zoning Ordinance

AGENDA ITEM NO. 7A

MEETING DATE: 2/09/2021

During the December 8, 2020 Board of Aldermen Meeting, the Conditional Zoning request submitted by Shaun Gasparini with TrueHomes was approved after a public hearing was held.

The applicant has signed off on the conditions associated with the rezoning plan. For recordation purposes, an ordinance has been drafted, followed by conditions, rezoning plan, and consistency statement.

MANAGER'S RECOMMENDATION: Approve the Zoning Map Amendment and Conditional Zoning Ordinance, as presented.

BOARD ACTION TAKEN:

**AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT/CONDITIONAL
ZONING PETITION IN THE TOWN OF DALLAS**

WHEREAS, Shaun Gasparini with TrueHomes, submitted an application for a zoning map amendment to Conditionally Rezone property (Gaston County Parcel IDs #131854; 216368; 301158) from Single Family Residential (R-6) to Conditional District R-6, Cluster Development Overlay (CD-R-6) to allow for construction of 87 single family homes; and,

WHEREAS, the public hearing for this map amendment has been noticed in compliance with the North Carolina General Statutes; and,

WHEREAS, the Town of Dallas Planning Board has reviewed the Conditional Zoning petition and voted unanimously (6-0) to recommend approval of the petition, finding it consistent with the 2003 Land Use Plan; and,

WHEREAS, the Town of Dallas Board of Aldermen held the public hearing on December 8, 2020, and after the hearing, made the following finding:

The petition is consistent with Town of Dallas Land Use Plan's map designation as new residential, therefore is deemed reasonable and in the public's best interest as it supports an increased demand for housing in light of Dallas' current and anticipated growth and aligns with the 2003 Land Use Plan's recommendation for new residential to be clustered so as to preserve open space and heighten pedestrian accessibility.

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the Town of Dallas, North Carolina, that the petitioner is granted approval of the above-referenced Conditional Zoning petition effective December 8, 2020 and that the official zoning map of the Town be amended to reflect this adopted change of Parcel IDs #131854; 21368; and 301158 in accordance with Exhibit A attached herein.

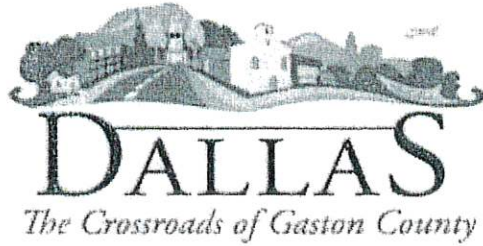
Should any provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid and unconstitutional.

This Ordinance shall take effect and be in force from and after the date of adoption, February 9, 2021.

ATTESTED:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk



Written Consent for Zoning Conditions

The petitioner hereby expressly consents to all zoning conditions listed in this report and attached to this as Exhibit A:

Two amendments were made to Exhibit A during the public hearing regarding the Conditional Zoning of Parcels 131854, 216368, and 301158. Condition 17 was amended and agreed to by Town and Developer. Condition 18 was added during the hearing and agreed upon by the Town and Developer. Both amended conditions are now included in Exhibit A, which is attached to this document. On January 19, 2021, Condition 1 received a minor verbiage change for clarity.

ATTEST:

SA [Signature]
Authorized Agent/Property Owner

1/21/21
Date

Shawn Gasparini
Print Name

Additional Property Owner(s), if needed

Date

Print Name

Exhibit A

Streets and Traffic:

1. Developer agrees to complete the Town's Traffic Impact Analysis (TIA) requirements as part of Construction Drawing approval. The findings shall be presented to the Planning Board and Board of Alderman for Information purposes if community layout will remain significantly the same. Anything other than "minor" changes as defined by ordinance will require Planning Board recommendation and Board of Alderman approval. Upon completion of the TIA, Developer, through Transportation Mitigation Agreement, agrees to all improvements recommended by the TIA, unless NCDOT funding is committed to improvement within five (5) years or NCDOT is opposed to the Improvement.
2. Street A and Street B to be developed to the Town's collector road requirements, until the Intersection with Street C. The remaining portion of Street B and Street C shall be developed to the Town's local residential road requirements.
3. Street A shall be designed to include a temporary paved offset cul-de-sac and dedicated as right-of-way.
4. Street frontage along Dallas Stanley Highway shall be designed to meet the Town standards, including but not limited to the addition of sidewalk and street trees. Pending NCDOT objection to sidewalk along Dallas Stanley Highway, the Developer agrees to payment in Lieu of sidewalk at cost.
5. Developer to secure driveway permits for Streets A and B from NCDOT, and discuss what, if any, pedestrian crossing improvements may be needed to ensure residents on either side of the development have access to the community amenities as no separate amenity lot is being provided. Recommendations from NCDOT must be included on construction plans.

Easements:

6. Developer to dedicate the entire floodplain on the parcel to the Town of Dallas as an access and maintenance easement to allow for future trail development, pump station upgrades, and floodplain conservation area.
7. Developer agrees to maintain 20' easement on plans as shown, and reserve for a future private community trail connection once a trail is developed if desired by the HOA. Any trail or path installed in this location shall be the sole responsibility of the HOA for design, installation, and ongoing maintenance. This shall not be dedicated to the Town.

Open Space:

8. Developer agrees to install a 20' x16' pergola and tot lot as open space improvements toward the 20% improved open space requirement of cluster development overlay development.

9. Upon construction drawing approval, developer agrees to payment-in-lieu of trail construction per the formula provided in 153.072 (H)2. (Payment=\$63,236.75)
10. All open space, both improved and not improved, shall be maintained by the HOA, including but not limited to lighting, landscaping, signage, built features, easements, etc. No open spaces in the community shall be allowed to be subdivided or sold without written approval by the Town of Dallas.

Community Design Standards:

11. Setbacks and minimum lot sizes shall be consistent with the minimum requirements in the R-6 zone- 25' front and rear setbacks and 6' minimum side setbacks, and 6000 SF minimum lot size, except for one lot shown at 5,983.32 SF.
12. Lot widths may be reduced by up to 25% as part of cluster overlay development in order to promote a smaller overall development footprint and preserve additional open space. Lots must be 45' wide minimum- 47' wide or more is preferred.
13. Developer to provide at least 2 off-street parking spaces in addition to garage space on each residential lot.
14. Single family homes shall be designed to include shaker accents and/or brick or stone veneer on front facades similar to the elevations provided at the time of conditional approval. (voluntary-agreed to by developer)
15. Electrical lines to serve the development shall be buried under-ground. Developer agrees to coordinate with the Dallas Electrical Department as required.

Other:

16. Annexation(s) shall be finalized prior to approval of construction documents.
17. Construction drawings must be approved by the Town of Dallas within 12 months of Conditional Zoning approval. Prior to expiration, Developer must receive approval of extension.
18. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the Developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.



CLIENT
TRISTAR HOMES
STANIM COSMETICS
4010 UNIVERSITY CENTRE DRIVE
SUITE 604
MONROE, NORTH CAROLINA 28310

**N. DAVIS STREET
PRELIMINARY ENGINEERING
DALLAS, NORTH CAROLINA, 28034**

REVISIONS

1. ALL
2. ALL
3. ALL

PLAN INFORMATION

PROJECT NO. TRH-28034
FILENAME TRH28034.11
CHECKED BY SAW
DRAWN BY TJD
SCALE 1"=40'
DATE 02.27.2020
SHEET

REZONING PLAN

RZ-1

SITE DATA

PROJECT NO. TRH-28034
SHEET NO. 11 OF 11
SUBMITTAL NO. 01102001

OWNER: TRISTAR HOMES
ADDRESS: 4010 UNIVERSITY CENTRE DRIVE, SUITE 604, MONROE, NC 28310
PROJECT: N. DAVIS STREET, DALLAS, NC 28034

DATE: 02/27/2020
TIME: 10:00 AM
DRAWN BY: TJD
CHECKED BY: SAW

GENERAL NOTES:

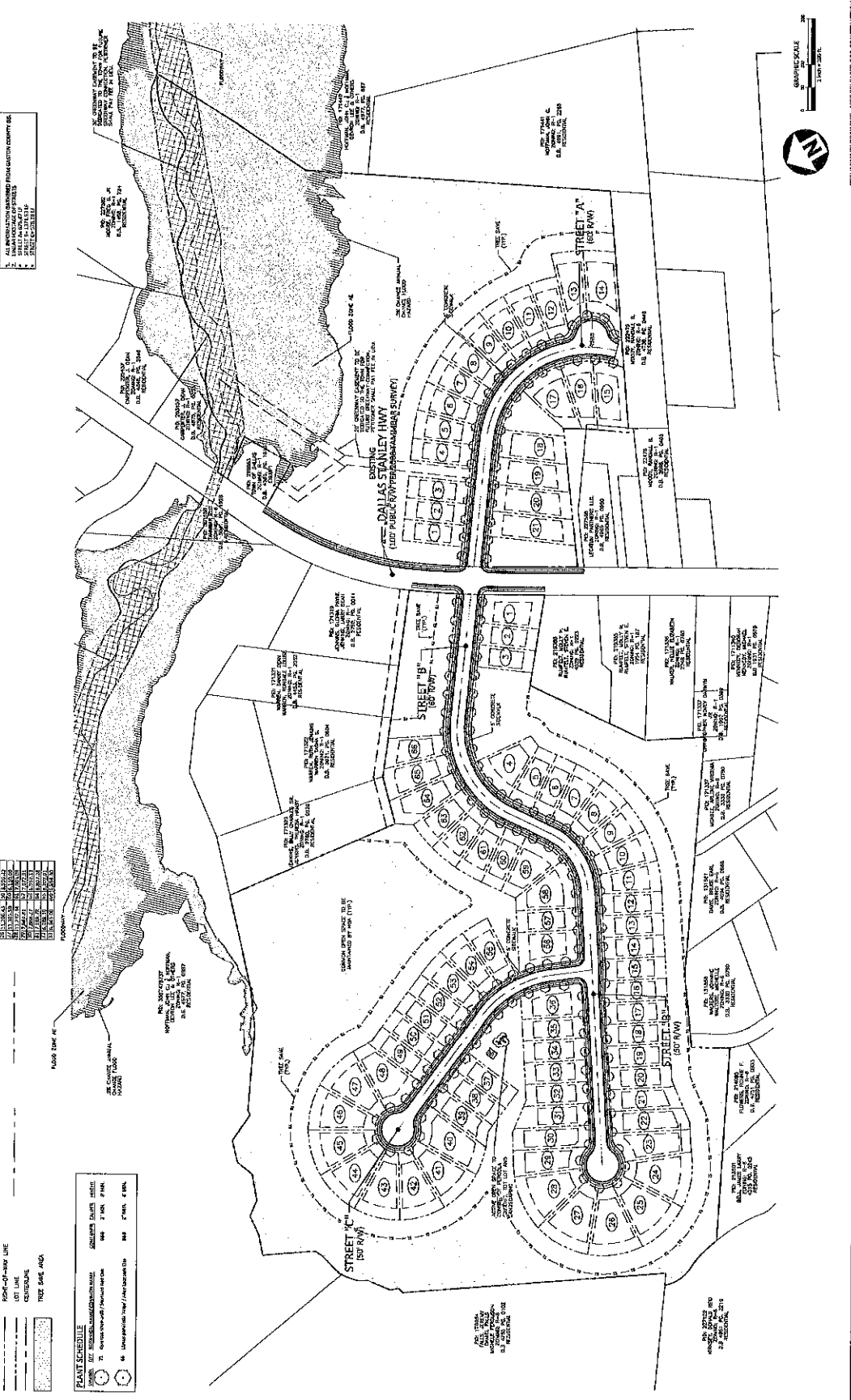
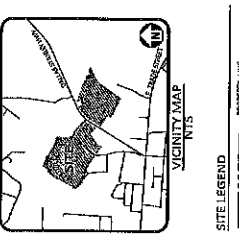
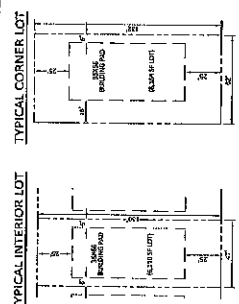
1. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
2. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
3. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.

GENERAL NOTES:

1. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
2. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
3. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.

GENERAL NOTES:

1. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
2. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.
3. ALL INFORMATION OBTAINED FROM GASTON COUNTY, NC.



Conditional Zoning Consistency Statement

The proposed Conditional Zoning of Parcel ID #216368, 131854, and 301158 to CD R-6, Cluster Development Overlay, is consistent with the 2003 Land Use Plan's map designation as new residential, therefore this Conditional Zoning is deemed reasonable and in the public's best interest as it supports an increased demand for housing in light of Dallas' current and anticipated growth and aligns with the 2003 Land Use Plan's recommendation for new residential to be clustered so as to preserve open space and heighten pedestrian accessibility.

Rick Coleman, Mayor

Date

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Dallas does hereby certify; That the attached ordinance is a true and correct copy of the ordinance, as regularly adopted at a legally convened meeting of the Board of Aldermen of the Town of Dallas duly held on the 9th day of February, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Audit Presentation

AGENDA ITEM NO. 8A

MEETING DATE: 2/09/2021

Auditors from Lowdermilk Church & Co., L.L.P. will be in attendance to present the Fiscal Year 2019-2020 Independent Auditors' Report.

MANAGER'S RECOMMENDATION: Accept the audit as presented.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Dallas Cherryville Hwy. Project Retainer

AGENDA ITEM NO. 8B

MEETING DATE: 2/09/2021

The Town has received a retainage bill from the contractor used to move the water line on Dallas Cherryville Highway due to the widening project by NCDOT.

The bill, in the amount of \$10,245, was not submitted during the previous fiscal year by the contractor. These charges, while falling under the umbrella of retainage, covers some upgrades made to the line on the recommendation of the Town Engineer and Public Works Director that bring benefit to Dallas' infrastructure.

Attached is a budget amendment to appropriate funds for this expense, as no funds were budgeted in the current fiscal year for the project.

NCDOT has reimbursed the Town for the agreed upon amount for the project completed in last fiscal year.

MANAGER'S RECOMMENDATION: Approve the budget amendment as presented to appropriate funds to cover the retainage bill received for betterment costs incurred while moving the water line on Dallas Cherryville Highway.

BOARD ACTION TAKEN:

**Town of Dallas
Budget Amendment**

Date: February 9, 2021

Action: Water/Sewer Fund Amendment

Purpose: To Appropriate Funds for Retainage Paid for Dallas Cherryville Highway Project

Number: WS-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	3999	0000	Fund Balance Appropriated	\$57,650	\$67,895	\$10,245
20	8100	7305	Capital Outlay: Water	\$15,000	\$25,245	\$10,245

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: TrueHomes Annexation Petition

AGENDA ITEM NO. 8C

MEETING DATE: 2/09/2021

As part of the Conditional Zoning project off of Dallas Stanley Highway, the petitioner, Shaun Gasparini – TrueHomes, on behalf of the property owner, submitted an annexation petition for two pieces of unannexed contiguous property.

The pieces are located on Gaston County Parcel IDs #21368 and 301158, being 0.17 acres and 0.16 acres, respectively.

During the December 8, 2020 Board of Aldermen Meeting, staff was directed to investigate the sufficiency of the request.

The request has been deemed sufficient and the next step is for the Board of Aldermen to set a public hearing date.

MANAGER'S RECOMMENDATION: Set a public hearing for March 9, 2021 for the annexation request, as presented.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____ Contiguous Non-Contiguous

DATE: October 15, 2020

FEE: ~~_____~~

* 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: Residential SF
Requested Zoning: OZ R-6 Cluster Development Overlay

To the Board of Aldermen of the Town of Dallas:

We, the undersigned owners of real property, respectfully request that the area described as 500 Dallas Stanley Highway, DALLAS, NC 28034, further identified as

parcel ID # 216368 +301158, be annexed to the Town of Dallas.

Name of petitioner/property owner: Tammbar, LLC

Mailing Address of property owner: c/o Karla Knotts, Land Matters, 11510 N. Community House Rd, Charlotte, NC 28277

Email Address: _____ Phone Number: _____

Attachments included with Petition:

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

Applicant Signature:  Date: 11-16-20

Received By:  Date: 11-19-2020

From: Shaun Gasparini <sgasparini@truehomesusa.com>

Sent: Tuesday, November 17, 2020 9:32 AM

To: Nolan Groce <ngroce@dallasnc.net>

Cc: Reddick, Rob <reddick@mcadamsco.com>

Subject: Dallas Annexation

Nolan,

Please allow this email to serve as our official response outlining the reasons for annexation. Our rezoning request, which is currently under review and scheduled for public hearing before the Board of Aldermen on December 8, 2020, includes two (2) areas which are currently outside the Dallas city limits. See attached. The review and approval of this annexation will bring the entire site within the physical boundaries of Dallas and perfect the conditional rezoning. I look forward to working with you to resolve this matter.

Shaun

| Shaun Gasparini

Market Partner – Land Development

True Homes

M: 704-779-4126

TrueHomes

IT'S ALL ABOUT U

TrueHomesUSA.com

PROPOSED ANNEXATION AREA (PARCEL 216368)

Being that certain parcel of land lying and being situate in Dallas Township, Gaston County, North Carolina and being more particularly described as follows:

Beginning at a point in the approximate location of the Town of Dallas limits and Tammbar LLC (DB 4406, PG 409) and Jeremy D. & Michele F. Falls (DB 4785, PG 102), said beginning point being located South 71°48'27" East 55.38 feet from a rebar having North Carolina Grid Coordinates of N:579,254.38' and E:1,353,524.04' (NAD 83-2011); THENCE with the line of said Falls South 71°48'27" East 48.37 feet to an iron pipe; THENCE with the approximate location of the Town of Dallas limits for the following two (2) calls: (1) South 12°27'41" West 312.45 feet to a point; THENCE (2) North 03°50'12" East 320.91 feet to the POINT OF BEGINNING, containing 7,518 Square Feet, or 0.173 Acres, more or less.

PROPOSED ANNEXATION AREA (PARCEL 301158)

Being that certain parcel of land lying and being situate in Dallas Township, Gaston County, North Carolina and being more particularly described as follows:

Beginning at a point in the approximate location of the Town of Dallas limits and Tammar LLC (DB 5041, PG 1928) and Jeremy D. & Michele F. Falls (DB 4785, PG 102), said point being located South 32°57'49" West 171.12 feet from a rebar, said rebar having North Carolina Grid Coordinates of N:578,882.89' and E:1,354,414.87' (NAD 83-2011); THENCE with said approximate Town of Dallas limits for the following two (2) calls: (1) South 18°27'51" East 85.38 feet to a point; THENCE (2) with said right-of-way line with a curve to the left having an arc length of 201.33 feet, a radius of 646.05 feet, and a chord bearing and distance of South 52°24'34" West, 200.52 feet to a point; THENCE North 32°57'49" East 242.31 feet to the POINT OF BEGINNING, containing 7,040 Square Feet, or 0.162 Acres, more or less.



MCADAMS

The John R. McAdams Company, Inc.
 3430 Torrington Way
 Charlotte, NC 28277
 phone 704.577.0800
 fax 919.361.2269
 license number: C-0293
 www.mcadamsco.com

OWNER

TAMIMBAR LLC
 ATTN: JOHN G. BLACKMON
 2445 SELWYN AVE, APT 403
 CHARLOTTE, NC 28209-1669

N. DAVIS STREET PROPOSED ANNEXATION TOWN OF DALLAS DALLAS TWPSP, GASTON CO., NORTH CAROLINA

REVISIONS

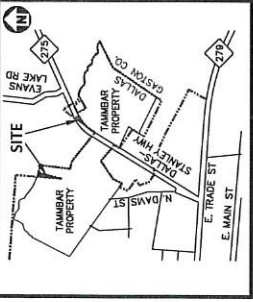
NO. DATE

PLAN INFORMATION

PROJECT NO. TRU19050
 FILENAME TRU19050-F1
 CHECKED BY BEH
 DRAWN BY JC
 SCALE 1"=60'
 DATE 01.25.2021
 SHEET

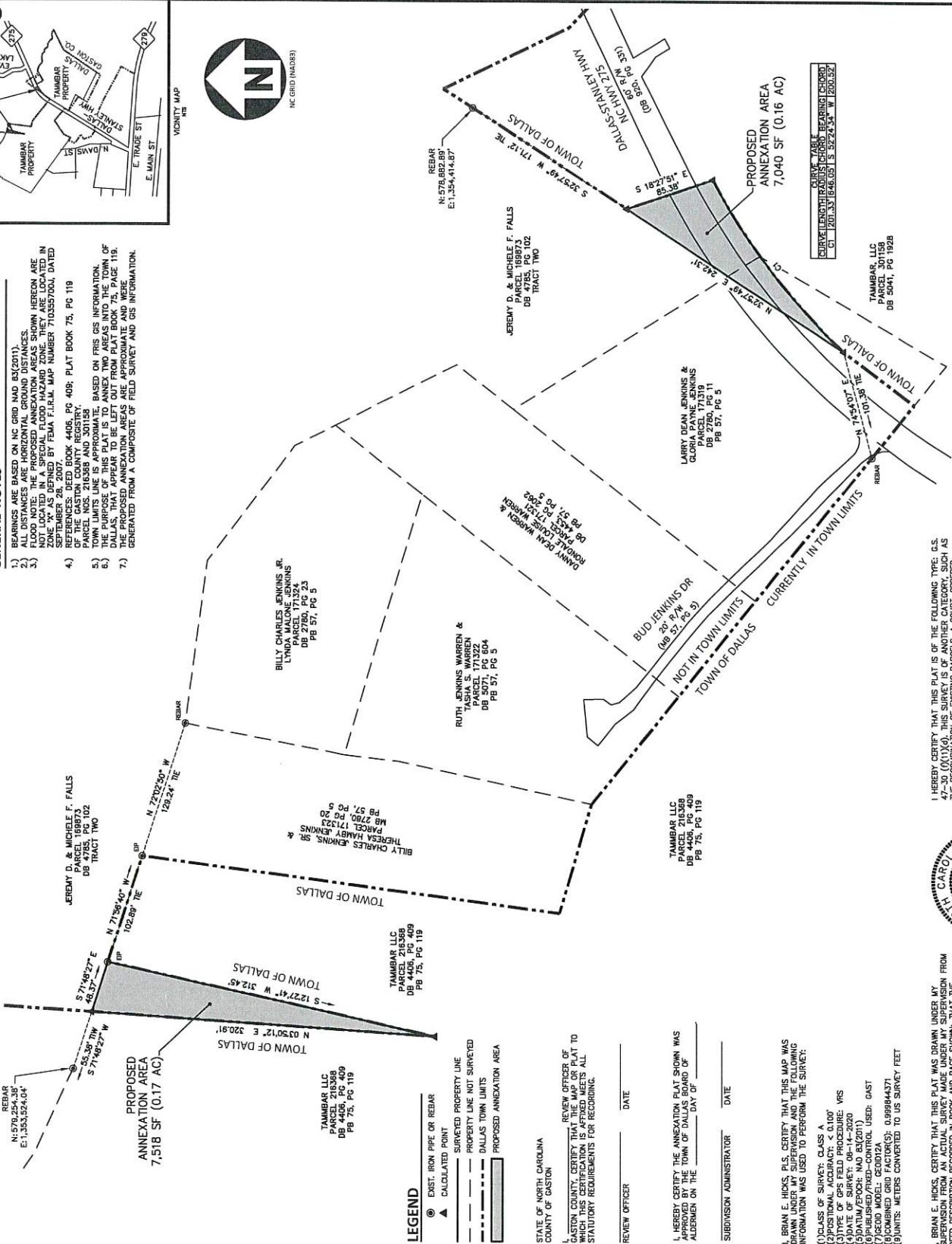
SUBDIVISION PLAT

1-1



GENERAL NOTES

- 1) BEARINGS ARE BASED ON NC GRID (NAD 83(2011)).
- 2) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- 3) FLOOD NOTE: THE PROPOSED ANNEXATION AREAS SHOWN HEREON ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. THEY ARE LOCATED IN A FLOOD HAZARD ZONE, MAP NUMBER 7105557000, DATED SEPTEMBER 28, 2007.
- 4) REFERENCES: DEED BOOK 4406, PG 408; PLAT BOOK 75, PG 119.
- 5) TOWN LIMITS LINE IS APPROXIMATE, BASED ON FRIS GIS INFORMATION.
- 6) THE PURPOSE OF THIS PLAT IS TO ANNEX TWO AREAS INTO THE TOWN OF DALLAS, THAT APPEAR TO BE LEFT OUT FROM PLAT BOOK 75, PAGE 119.
- 7) GENERATED FROM A COMPOSITE OF FIELD SURVEY AND GIS INFORMATION.



I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (01/1/60). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.



I, BRIAN E. HICKS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWING THAT THE INFORMATION FOUND IN BOOK AND PAGE SHOWING THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS

DAY OF _____ A.D. 2020.

RETURN TO:
 KEVIN S. BALCOM, PLS
 COMPANY INC.
 3430 TORRINGTON WAY, SUITE 110
 CHARLOTTE, NC 28277



PRELIMINARY
 NOT FOR RECORDATION, CONVEYANCES OR SALES

BRIAN E. HICKS, PLS L-4281

Certificate of Sufficiency

To the Board of Alderman of the Town of Dallas, North Carolina:

I, Shannon Whittle, Town of Dallas Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Dallas' primary corporate limits, as defined by GS 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 3rd day of FEBRUARY, 2021.

(SEAL)



Shannon Whittle

Shannon Whittle, Town Clerk

Re: Annexation PID 216368, 301158

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Baseball Program

AGENDA ITEM NO. 8D

MEETING DATE: 2/9/2021

It is the time of year when historically preparations are being made for the Town's baseball program and registration to participate in the program is opened.

Based on the current pandemic situation, the possibility of sponsoring a baseball program should be decided in order to allow the Recreation Department time to plan and prepare for a potential season.

After several meetings with surrounding recreation departments it has been determined that Gastonia will postpone registrations for Spring "Contact" Sports until February 15th. They were originally going to begin registrations on February 1st. All other municipal recreation departments are still evaluating and have not made any decisions yet.

The most current information will be brought to the discussion at meeting time, including COVID-19 data and updates from surrounding municipal recreation departments.

MANAGER'S RECOMMENDATION: Determine the viability of sponsoring a baseball program after evaluating the most current information.

BOARD ACTION TAKEN: