

Town of Dallas
Agenda
May 11, 2021
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Allen Huggins

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

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MINUTES FOR BOARD OF ALDERMEN MEETING

APRIL 13, 2021

6:00 PM

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

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

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

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

Approval of Agenda:

Mayor Coleman then asked if there were any changes to be made to the agenda, to which Maria Stroupe had two and requested that one be addressed under the Consent Agenda as Item A and the other be included under New Business as Item C. Alderman Huggins motioned to approve and set the agenda with the two additions, seconded by Alderman Cearley, and carried unanimously.

Approval of Minutes:

At this time, Alderman Morrow motioned to approve the minutes from the March 9th Regular Board Meeting, as well as the minutes from the Works Sessions held on March 1st, March 23rd, and March 30th. Alderman Milton seconded this motion and it was carried unanimously.

Recognition of Citizens:

At 6:03pm, the Mayor opened the floor for the Recognition of Citizens. Jack Wallace thanked the Electric Department for all of their help and hard work at his home. Mike Fields congratulated Chief Walls on being awarded the North Carolina Police Executive of the Year and congratulated the Police Department on the addition of the two new K9 units. He also expressed his gratitude for the addition of new local businesses. At this time, Curtis Wilson requested to pray over the meeting.

Consent Agenda:

Item 5A: Lineworker Appreciation

In honor of Lineworker Appreciation days on April 12th and April 18th, the Town has resolved to join the NC Public Power communities and public power systems in honoring our lineworkers.

Alderman Cearley motioned to approve this resolution, seconded by Alderman Huggins, and carried unanimously.

Public Hearings:

Item 6A: Routszong Annexation

At 6:09, Alderwoman Morrow motioned to enter into a Public Hearing, seconded by Alderman Milton, and carried unanimously. An annexation petition was submitted by Rosemary Routszong, Trustee of Marilyn S. Finger Irrevocable Trust, on January 31, 2020 to annex Gaston County Parcels #169122 and #170287. This petition was updated October 8, 2020 following a subdivision to include Parcel #303651. During their February 13, 2020 meeting, the Planning Board unanimously recommended R-5 zoning be applied to the first two parcels upon annexation into Town limits with the consistency statement provided. During their October 15, 2020 meeting the Planning Board unanimously recommended R-5 zoning to the remaining parcel upon annexation into the Town limits with the consistency statement provided. Annexation maps have been provided for the parcel (Please see Exhibit 6A) and the application has been deemed sufficient. This public hearing has been advertised in the Gaston Gazette, on site, and via first class mail to adjacent property owners, as required by statute. James Kidd expressed concerns of overdevelopment causing increased flooding and the absence of drainage ditches. Nancy Essary expressed concerns over decreased property values and increased traffic. Becky Messick expressed concerns over the future and type of growth coming to Dallas and was also concerned with the type of people moving to Dallas. Jack Wallace expressed concerns over the capacity of the water, sewer, and school systems, as well as with his own safety and trespassing on his land. Brian Revels expressed concern with the amount of existing traffic and the effect of the development on the local water ways. Renee Beasley expressed concern over current traffic patterns and congestion and is afraid these will be exacerbated by the development. Nolan Groce assured everyone that there are no current plans to overlap the two developments or connect them. Traffic mitigation strategies will be a legal requirement prior to planning and development. A public information meeting will be held by the developer to address any lingering concerns. At 7:16 pm, Alderman Cearley motioned to exit the Public Hearing, seconded by Alderman Huggins and carried unanimously. At this time, Alderwoman Morrow motioned to bring this topic back for further discussion, seconded by Alderman Huggins, and carried unanimously.

Item 6B: Rhyne Annexation

At 7:22pm Alderman Cearley motioned to enter into a Public Hearing, seconded by Alderman Milton, and carried unanimously. An annexation petition was submitted by Helen Rhyne on October 2, 2020 to annex Gaston County Parcel #169184. This is considered a satellite (non-contiguous) annexation. During their October 15, 2020 meeting the Planning Board unanimously recommended R05 zoning be applied to the parcel upon annexation into Town limits with consistency statement provided. Annexation maps and other information (please see Exhibit 6B) have been provided for the parcel and the application has been deemed sufficient. This public hearing has been advertised in the Gaston Gazette, on site, and via first class mail to adjacent property owners, as required by statute. Tiffany Faro clarified that she changed her mind on the

zoning because she wants more information regarding the infrastructure process and would like to see the resolution documented in the agreement. Elizabeth Wilson asked about the development agreement mentioned by Tiffany Faro. Shan Shulz submitted a letter but also wanted to reiterate her concerns over the traffic congestion. At 7:49 pm, Alderman Cearley motioned to exit the Public Hearing, seconded by Alderwoman Morrow, and carried unanimously. Alderman Huggins motioned to table this issue for further discussion, seconded by Alderwoman Morrow, and carried unanimously.

Item 6C Summey Rezoning

At 7:50 pm, Alderman Cearley motioned to enter into a Public Hearing, seconded by Alderman Milton, and carried unanimously. A rezoning application was received on October 2, 2020 from William and Carole Summey for their property, further known as Gaston County Parcel #170286. The request is to rezone the property from R-10, Single Family Residential, to R-5, Single Family Residential. Abutting property to the West is requesting rezoning from R-10 to R-5, and to the East, annexation to R-5. The Planning Board unanimously recommended approval of the rezoning petition during their October 15, 2020 meeting with the attached (see Exhibit 6C) consistency statement. This public hearing has been advertised in the Gaston Gazette, on site, and via first class mail to adjacent property owners, as required by statute. There were no public comments. At 8:25pm, Alderman Huggins motioned to exit the Public Hearing, seconded by Alderman Cearley, and carried unanimously. Alderman Huggins then motioned to table this issue for later discussion, seconded by Alderwoman Morrow, and carried unanimously.

Item 6D Wilson Rezoning

At 8:26pm, Alderman Huggins motioned to enter into a Public Hearing, seconded by Alderwoman Morrow, and carried unanimously. A rezoning application was received October 2, 2020 from Elizabeth Wilson, Trustee of Ralph E. Summey Land Holdings LLC, for property further known as Gaston County Parcel #301017. The request is to rezone the property from R-10, Single Family Residential, to R-5, Single Family Residential. The Planning Board unanimously recommended approval of the rezoning petition during their October 15, 2020 meeting with the attached (see Exhibit 6D) consistency statement. The public hearing has been advertised in the Gaston Gazette, on site, and via first class mail to adjacent property owners, as required by statute. There were no public comments. At 8:29pm. Alderman Milton motioned to exit the Public Hearing, seconded by Alderwoman Morrow, and carried unanimously. Alderman Milton then motioned to table this issue for further discussion, seconded by Alderman Huggins, and carried unanimously.

Old Business:

There was no Old Business to address.

New Business:

Item 8A Law Enforcement Compensation

At the March 9, 2021 Board of Aldermen regular meeting, the Board discussed changes to law enforcement salary minimums in surrounding jurisdictions. From this discussion, it was requested that salaries at the Dallas Police Department be reviewed based on a minimum salary of \$43,000 per year and this information was brought back to the March 23rd Work Session. Attached (see Exhibit 8A) is a graph indicating current versus projected salaries beginning with a \$43,000 minimum salary for new officers with no experience. This change would result in a budgetary increase of approximately \$59,000 annually in salaries, with a total impact of approximately \$90,000 annually including overtime and fringe benefits. This item was discussed at the March 23rd Work Session and the Board asked that the proposal be brought to the April meeting for approval. Alderman Cearley motioned to approve the proposed Law Enforcement Compensation changes to be retroactive to April 1, 2021 and to set the current minimum Law Enforcement Officer salary at \$43,000 for new officers with no experience. Alderwoman Morrow seconded this motion and it carried unanimously.

Item 8B Sewer Interconnect Project Budget Amendment

Bids have been awarded, materials ordered, and plans made to complete part of the Sewer Interconnect Project with Gastonia within the current fiscal year. Although the project will not be completed until the 2021/22 Fiscal Year budget, there have been and will be expenses incurred in the current budget year. When the FY 2020/21 budget was developed, the status of the project was not decided and, therefore, was not included in the current budget. In order to account for project funds expended during the fiscal year, the attached budget amendment should be adopted. The remaining project costs and the Township Grant reimbursement funds from Gaston County will be budget in the upcoming FY2021/22 budget. Alderman Huggins motioned to approve the budget amendment to account for expenses incurred on the Sewer Interconnect project during the fiscal year, seconded by Alderman Milton, and carried unanimously.

Item 8C Special Event Request

The Rusty Rabbit has submitted a request to hold a special event on May 29th, which is Memorial Day Weekend. The event will consist of a car show and live music. They are requesting to close the block from 8am to 10pm. They have also requested ten additional trash cans and the help of the Electric Department, if necessary. They also plan to employ off duty police officers at their own expense.

Manager's Report:

At this time, Ms. Stroupe informed everyone that the Fire Department has been awarded an equipment grant from Firehouse Subs. She also mentioned that bids have begun on the parking lot at 102 E. Trade St and concluded with the news that Chiefs Withers and Lambert will be flying to Louisiana to inspect a pre-owned fire truck for possible purchase.

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

MINUTES FOR BOARD OF ALDERMEN WORK SESSION

APRIL 27, 2021

5:00 PM

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

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Shannon Whittle, Town Clerk; Earl Withers, III, Fire Chief; Robert Walls, Police Chief; Jonathan Newton, Finance Director; Brandon Whitener, Recreation Director; Dustin Haney, Assistant Fire Chief; Doug Huffman, Electric 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.

At this time, the Mayor asked if there were any changes to be made to the agenda. Alderman Huggins and Alderman Withers both had additions, which were added under New Business as Item 3D and Item 3E, respectively. Alderman Huggins then motioned to set the agenda with the two additions, seconded by Alderman Withers, and carried unanimously.

New Business:

Item 3A Gaston Vision 2040 Update

David Williams and Gina Shell representing Gaston Together will make a presentation concerning a community visioning process for Gaston County. Attached (see Exhibit 3A) is the information received concerning the process, as well as a participation request to the Town. This will be included in the upcoming budget proposal.

Item 3B Bike/Ped Plan Update

In late 2019, Dallas contracted with Gresham Smith to develop and produce a proposed Bike and Pedestrian Plan. This plan was to be developed using input from a Steering Committee, NCDOT, public engagement, and other factors. The final recommended plan is close to completion. This recommended plan will be presented to the Steering Committee and the Planning Board before being brought to the Board of Aldermen for consideration. The purpose of this discussion is to provide an update on the project in preparation for the final plan presentation. A final presentation is likely by this summer.

Item 3C Facilities Maintenance/Cleaning

Since May of 2015, the Town has contracted out cleaning of building including Town Hall, Police Department, Civic Building, and Courthouse with varying degrees of success. Prior to this time, several Town employees were paid an extra fee to clean buildings after regular work hours. With the renovation of the Courthouse and the rental activity, the decision was made to contract out building cleaning. As of the beginning of April, the current cleaning contractor ceased cleaning of our buildings due to internal personnel issues. In this interim, and while the Civic

Building and Courthouse are not being rented out, Town employees are stepping up to keep the facilities cleaned. With the previous challenges encountered with the contracted companies, hiring a part-time janitorial/maintenance person to clean these facilities would be more beneficial to the Town. This position would be employed to clean during business hours and could be directed to facilities as needed, particularly those facilities that will be rented out again soon on a regular basis. It is anticipated that the facilities would be cleaner with the added control of directly employing a maintenance position. The position would be structured to work 10-20 hours per week as needed, and to perform all necessary and routine cleaning at Town Hall, Police Department, Civic Building, and Courthouse as directed. The position would pay \$11.00 per hour. When compared with the previous cleaning contracts, the Town will save money and should realize better results by transitioning to in-house cleaning. It is estimated that the Town would save \$1200-\$1400 per year by switching to in-house cleaning. This position will be posted.

Item 3D Lights Around Poles and Flags

Alderman Withers would like to add decorative lights to wrap around the decorative light poles in Town. He also would like to keep the American flags around the Court Square up year-round. Town employees will begin looking into this process.

Item 3E Benches

Alderman Huggins would like to replace the benches on Trade Street with new ones. There would potentially be three benches needed and this will be worked into the upcoming budget proposal.

Manager's Report:

Maria Stroupe provided the Board with information on the upcoming House Bill affecting housing zoning and more discussion on this topic will take place at the May 11th Regular Board Meeting. The trip to purchase the new fire truck was successful and there will be more details to come on that subject as well. The Town will resume its quarterly newsletters after a brief hiatus during COVID-19 and the first one will be sent out on July 1st. She concluded by reminding everyone that the first Town event this year is scheduled to take place on May 8th and will consist of a concert and cruise-in.

At 6:00pm, Alderman Huggins motioned to adjourn, seconded by Alderwoman Morrow, and carried unanimously.

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

MINUTES FOR BOARD OF ALDERMEN WORK SESSION

MAY 4, 2021

3:00 PM

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

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

Mayor Coleman called the meeting to order at 3:00 pm.

Mayor Coleman opened with the Pledge of Allegiance to the Flag, followed by the Invocation.

At this time, the Mayor asked if there were any changes to be made to the agenda. There were none and Alderwoman Morrow motioned to approve the agenda as presented, seconded by Alderman Cearley, and carried unanimously.

New Business:

Item 3A Discussion of LGI Development

Representatives from LGI provided a short presentation concerning the proposed development behind Ollie Way. This is their first time presenting any information to the board. Please see Exhibit 3A for a sheet comparing the parameters of R10 and R5 zoning for review. This will be discussed further at the Regular Board Meeting on May 11th.

Item 3B Discussion of BH401 and SB349

HB401 and SB349 are being reviewed in the North Carolina General Assembly. These are companion bills that would eliminate single-family housing zoning in North Carolina. These bills would be detrimental to local governments in North Carolina and take away local control of development and growth. The Planning Association and the North Carolina League of Municipalities are disseminating information on an ongoing basis. All of these agencies are in opposition to the proposals. Please see Exhibit 3B for a resolution opposing HB401 and SB349. This resolution will be added to the agenda and voted on at the upcoming Regular Board meeting on 5/11.

Manager's Comments:

Maria Stroupe reminded everyone that the Town's first event of the season will be held this Saturday, May 8th, and will consist of a concert and cruise-in. She also informed everyone that a notification has been sent out via Nixle encouraging everyone to vote for Carr School in the upcoming Best of Gaston awards, beginning on May 6th.

Alderman Cearley motioned to adjourn the meeting, seconded by Alderwoman Morrow, and carried unanimously. 3:54 pm.

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Public Works Week Proclamation

AGENDA ITEM NO. 5A

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

National Public Works Week has been sponsored by the American Public Works Association and the Canadian Public Works Association since 1960. Public Works staff are critical to the maintenance and upkeep of facilities, infrastructure, and public thoroughfares. They provide viatal service to the community and quality of life.

Attached is a proclamation recognizing May 16 – 22, 2021 as National Public Works Week.

MANAGER RECOMMENDATION: Approve the National Public Works Week Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation for National Public Works Week 2021 – “Stronger Together”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Dallas; and

WHEREAS, the infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Dallas to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT PROCLAIMED that the Town of Dallas does formally designate the week of May 16 – 22, 2021 as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Adopted this the 11th day of May, 2021.

Rick Coleman, Mayor

Attested by:

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Police Week Proclamation

AGENDA ITEM NO. 5B

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 9-15, 2021 as National Police Week in Dallas and to recognize the service of the Dallas Police Department.

MANAGER RECOMMENDATION: Approve the National Police Week Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation for Peace Officers Memorial Week 2021

WHEREAS, there are approximately 900,000 law enforcement officers serving communities across the United States, including the dedicated members of the Dallas Police Department; and

WHEREAS, more than ever, our nation depends upon local law enforcement as our first line of defense and it is important for the citizens of Dallas and Gaston County to know and understand the duties, responsibilities, and challenges of our law enforcement officers and agencies; and

WHEREAS, the men and women of those agencies give of themselves day in and day out to preserve our homeland security; and we applaud them for recognizing their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first recorded death in 1791, more than 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT PROCLAIMED, that the Town of Dallas formally designates May 9-15, 2021 as Peace Officers Memorial Week in Dallas, North Carolina, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Adopted this the 11th day of May, 2021.

Rick Coleman, Mayor

Attested by:

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Audit Contract Approval for FY2020-21 Fiscal Year

AGENDA ITEM NO. 5C

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

Lowdermilk Church & Co. have conducted the past seven years' audits and have completed the work professionally and in a timely manner. It is the recommendation of Staff to contract with Lowdermilk Church & Co. for the FY2020-21 annual audit. The contract outlines that they will conduct the audit for \$19,500, prepare the annual financial statements for \$4,000, and assist with year-end bookkeeping for \$2,500; for a combined total of \$26,000 for all services. This reflects a \$400 increase from last year's cost. For comparison, the last audit conducted by Collis and Associates for FY2012-13 cost the Town \$26,500 for the same services.

The NC Local Government Commission division of the State Treasurer's Office requires that the Town approve this contract first before submitting to their office for final approval.

MANAGER RECOMMENDATION: Approve the proposed audit contract for FY2020-21 as presented.

BOARD ACTION TAKEN:

Lowdermilk Church & Co., L.L.P.
Certified Public Accountants

121 N. Sterling Street
Morganton, North Carolina 28655
Phone: (828) 433-1226
Fax: (828) 433-1230

To Honorable Mayor and Members of
the Board of Aldermen
Town of Dallas
Dalas, North Carolina

April 29, 2021

We are pleased to confirm our understanding of the services we are to provide Town of Dallas, North Carolina for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Dallas, North Carolina as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement Town of Dallas, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Dallas, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) Law Enforcement Officers' Special Separation Allowance Schedules of Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Payroll
- 4) Local Government Employees' Retirement System Schedule of the Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions
- 5)

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Dallas, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements
- 2) Budgetary Schedules
- 3) Other Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Dallas, North Carolina and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Dallas, North Carolina's financial statements. Our report will be addressed to the Mayor and the Board of Aldermen of Town of Dallas, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgement prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that Town of Dallas, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Dallas, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Other Services

We will also assist in preparing the financial statements and related notes of Town of Dallas, North Carolina in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the following based on information provided by you: AFIR, Data Collection Form and Unit Data Input Worksheet. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information, of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud, or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and to accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lowdermilk Church & Co., L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner, to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lowdermilk Church & Co., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 20, 2021 and to issue our reports no later than October 31, 2021. Phillip E. Church is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Lowdermilk Church & Co., L.L.P.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We are required to inform you that we charge interest at rate of 18% per annum on all invoices over 30 days old.

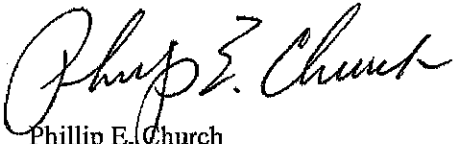
You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We are providing you with a copy of our 2018 external peer review report which accompanies this letter.

We appreciate the opportunity to be of service to Town of Dallas, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Phillip E. Church
Partner

RESPONSE:

This letter correctly sets forth the understanding of Town of Dallas, North Carolina.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Bernard Robinson & Company, L.L.P.

Report on the Firm's System of Quality Control

October 30, 2018

To the Partners of Lowdermilk Church & Co., L.L.P.
and the Peer Review Committee of the North Carolina
Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

1501 Highwoods Blvd., Ste. 300 (27410)
P.O. Box 19608 | Greensboro, NC 27419
P: 336-294-4494 • F: 336-294-4495

brccpa.com

Lowdermilk Church & Co., L.L.P.
October 30, 2018
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lowdermilk Church & Co., L.L.P. has received a peer review rating of *pass*.

Bernard Robinson & Company, L.L.P.

BERNARD ROBINSON & COMPANY, L.L.P.

Directory of Governmental Unit and Audit Firm Officials

Town of Dallas
Governmental Unit

Lowdermilk Church & Co., L.L.P.
Auditor for the 2020-2021 Fiscal Year

GOVERNMENTAL UNIT

AUDITOR

1. ELECTED OFFICIAL:

(Mayor for Municipalities and chairperson of governing board for all other units)

Richard C. Coleman

Name

Mayor

Title

2. MANAGER:

(Or person who serves in this capacity e.g. Administrator, Executive Director, etc.)

N/A

Name

Title

3. FINANCE OFFICER:

Jonathan Newton

Name

Finance Director

Title

(704) 922-3176

Phone No.

(704) 922-4701

Fax No.

jnewton@dallasnc.net

E-Mail Address

1. CONTACT PERSON:

(Partner or other person with legal authority to contract for the firm)

Phillip E. Church

Name

Partner

Title

(828) 433-1226

Phone No.

(828) 433-1230

Fax No.

phil.church@lowdermilkchurchcpa.com

E-Mail Address

2. AUDITOR ANTICIPATES PREPARING THE FOLLOWING TYPE OF REPORT:

(Check the appropriate box)

General Purpose Financial Statements with combining, individual fund, and account group financial statements, and schedules required by the LGC

Comprehensive Annual Financial Report (CAFR) including schedules required by the LGC

Notes:

1. Please type all information on this questionnaire.
2. The audit firm representative, the elected official, and the finance officer reported on this questionnaire should agree with the persons reported on the Contract to Audit Accounts.
3. The information on this questionnaire will be used in official correspondence from the Local Government Commission, and the Commission must be notified of any changes in the persons holding these positions.

The	Governing Board Board of Aldermen
of	Primary Government Unit (or charter holder) Town of Dallas
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Lowdermilk Church & Co., LLP
	Auditor Address 121 North Sterling Street, Morganton, NC 28655

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Jonathan Newton

Finance Director

jnewton@dallasnc.net

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

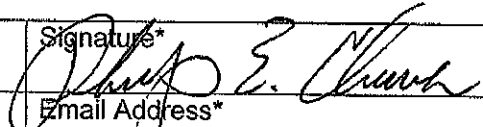
Primary Government Unit	Town of Dallas
Audit Fee	\$ 19,500
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 0
Writing Financial Statements	\$ 4,000
All Other Non-Attest Services	\$ 2,500
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 19,500.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Lowdermilk Church & Co., LLP	
Authorized Firm Representative (typed or printed)* Phillip E. Church	Signature* 
Date* 5-3-21	Email Address* phil.church@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Dallas	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Richard C. Coleman	Signature*
Date	Email Address rcoleman@dallasnc.net

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Jonathan Newton	Signature*
Date of Pre-Audit Certificate*	Email Address* jnewton@dallasnc.net

CONTRACT TO AUDIT ACCOUNTS

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Law Enforcement Mutual Aid Agreement Renewal

AGENDA ITEM NO. 5D

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

On June 1, 2021, the current Regional Law Enforcement Mutual Aid Agreement for 2018 will expire and the 2021 agreement will go into effect. This agreement allows the Dallas Police Department to request assistance from other police agencies, as well as to provide assistance.

The attached agreement and resolution updates the Mutual Aid Agreement between the Dallas Police Department and other municipal and county law enforcement agencies.

MANAGER RECOMMENDATION: Approve the Law Enforcement Mutual Aid Agreement and accompanying Resolution as presented.

BOARD ACTION TAKEN:

REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1st day of June 2021, by and between the law enforcement agencies listed in the attached "List of Participating Agencies" and any other agencies added to this Agreement by amendment ("Participating Agencies").

BASIS FOR AGREEMENT

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

AGREEMENT

The Participating Agencies agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

- a. **REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. DUTIES OF REQUESTING AGENCY

- a. **OPERATIONAL COMMAND.** While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.
- b. **REPORTING REQUIREMENTS.** The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
- c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

3. DUTIES OF ASSISTING AGENCY

- a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
- b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer

in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

4. AUTHORITY OF ASSIGNED OFFICERS

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

5. INSURANCE AND INDEMNITY

- a. LIABILITY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.
- b. INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- c. INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- d. RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

6. TERM AND WITHDRAWAL

- a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.
- b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

7. OTHER MUTUAL AID AGREEMENTS

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

8. GOVERNING BODY AUTHORIZATION

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

9. ADDITIONAL PARTICIPATING AGENCIES

Additional law enforcement agencies may participate in this Agreement by contacting Centralina Regional Council and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

10. FILING REQUIREMENTS AND COPIES OF AGREEMENT

A complete, digital version of this Agreement shall be kept at the offices of Centralina Regional Council. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

IN WITNESS WHEREOF, the parties hereto have set their hand and seals.

Regional Law Enforcement
Mutual Aid Agreement
June 1, 2021

**LIST OF PARTICIPATING AGENCIES AND
SIGNATURE PAGES FOLLOW**

Authorizing the Police Chief to Enter Into Law Enforcement Mutual Assistance
Agreements With Other Law Enforcement Agencies

WHEREAS, North Carolina General Statute 160A-288 promotes cooperation between law enforcement agencies by authorizing the head of any law enforcement agency to temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, the assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency and lending equipment and supplies; and

WHEREAS, while working with the requesting agency under the authority of this statute, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities as the officer of the requesting agency, in addition to those he/she normally possesses; and

WHEREAS, while on duty with the requesting agency, the officer shall be subject to the lawful operational command of his/her superior officers in the requesting agency, but for personnel and administrative purposes, he/she shall remain under the control of his own agency, including for purposes of pay; and

WHEREAS, an officer shall be entitled to Workmen's Compensation and the same benefits when acting pursuant to a law enforcement assistance agreement to the extent as though he/she were functioning within the normal scope of his/her duties.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Dallas Board of Aldermen designates the Police Chief of the Town of Dallas as the "Head" of the Town's Police Department as the term is used in North Carolina General Statute 160A-288 and the said Police Chief is hereby delegated authority to make or grant requests pursuant to this statute.

BE IT FURTHER RESOLVED, that the Police Chief of the Town of Dallas is hereby authorized to enter into agreements for exchanging law enforcement officers, equipment, or supplies in accordance with the provisions of North Carolina General Statute 160A-288.

Adopted this the 11th day of May, 2021.

Rick Coleman, Mayor

Attested by:

Shannon Whittle, Town Clerk



Dallas Police Department

207 W. Church Street
Dallas, N.C. 28034
Telephone Number: (704) 922-3116
Fax Number: (704) 922-4221



R.W.Walls
Chief of Police

The Town of Dallas Police Department hereby agrees to participate in the foregoing Regional Law Enforcement Mutual Aid Agreement.

This 12th day of May, 2021.

Robert W. Walls
Chief of Police
Dallas Police Department

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of said County and State do hereby certify that Robert W. Walls personally appeared before me this day and acknowledged the due execution of the foregoing Regional Law Enforcement Mutual Aid Agreement in his capacity as the Chief of Police of the Dallas Police Department.

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

Notary Public

My Commission expires _____

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Routszong Annexation

AGENDA ITEM NO. 7A

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

An annexation petition was submitted by Rosemary Routszong, Trustee of Marilyn S. Finger Irrevocable Trust, on January 31, 2020 to annex Gaston County Parcels #169122 and #170287. This petition was updated October 8, 2020 following a subdivision to include Parcel #303651.

During their February 13, 2020 meeting, the Planning Board unanimously recommended R-5 zoning be applied to Parcels #169122 and #170287 upon annexation into Town limits with the consistency statement provided.

During their October 15, 2020 meeting, the Planning Board unanimously recommended R-5 zoning be applied to Parcel #303651 upon annexation into Town limits with the consistency statement provided.

Annexation maps have been provided for the parcel and the application has been deemed sufficient.

A public hearing was held on April 13, 2021 as required by statute. At that time, the Board of Aldermen tabled the item for further discussion. A work session was held on May 4, 2021 for the Board to obtain further information from the developer and builder of the proposed project on this property.

MANAGER RECOMMENDATION: Approve the proposed annexation and apply R-5 zoning to the parcel, as presented.

BOARD ACTION TAKEN:

THE PURPOSE OF THIS PLAN IS TO SHOW THE AREA OF ANNEXATION TO THE TOWN OF DALLAS. THE TOTAL AREA OF ANNEXATION IS 51,268.6 ACRES.

TOWN CLERK FOR THE TOWN OF DALLAS
 CARRY THIS ANNEXATION PLAN AND APPROVED BY THE TOWN OF DALLAS BOARD OF ALDERMAN ON THE _____ DAY OF _____ 2011.

 TOWN CLERK DATE

LINE	TRACT	ACRES
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ANNEXATION BOUNDARY MAP PREPARED FOR
ROSEMARY F. RUTZONG,
 TRUSTEE OF THE MARLYN
 S. FINGER IRREVOCABLE TRUST

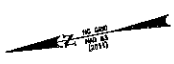
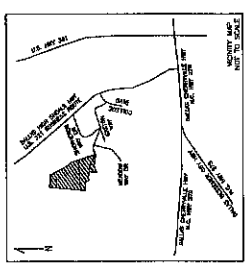
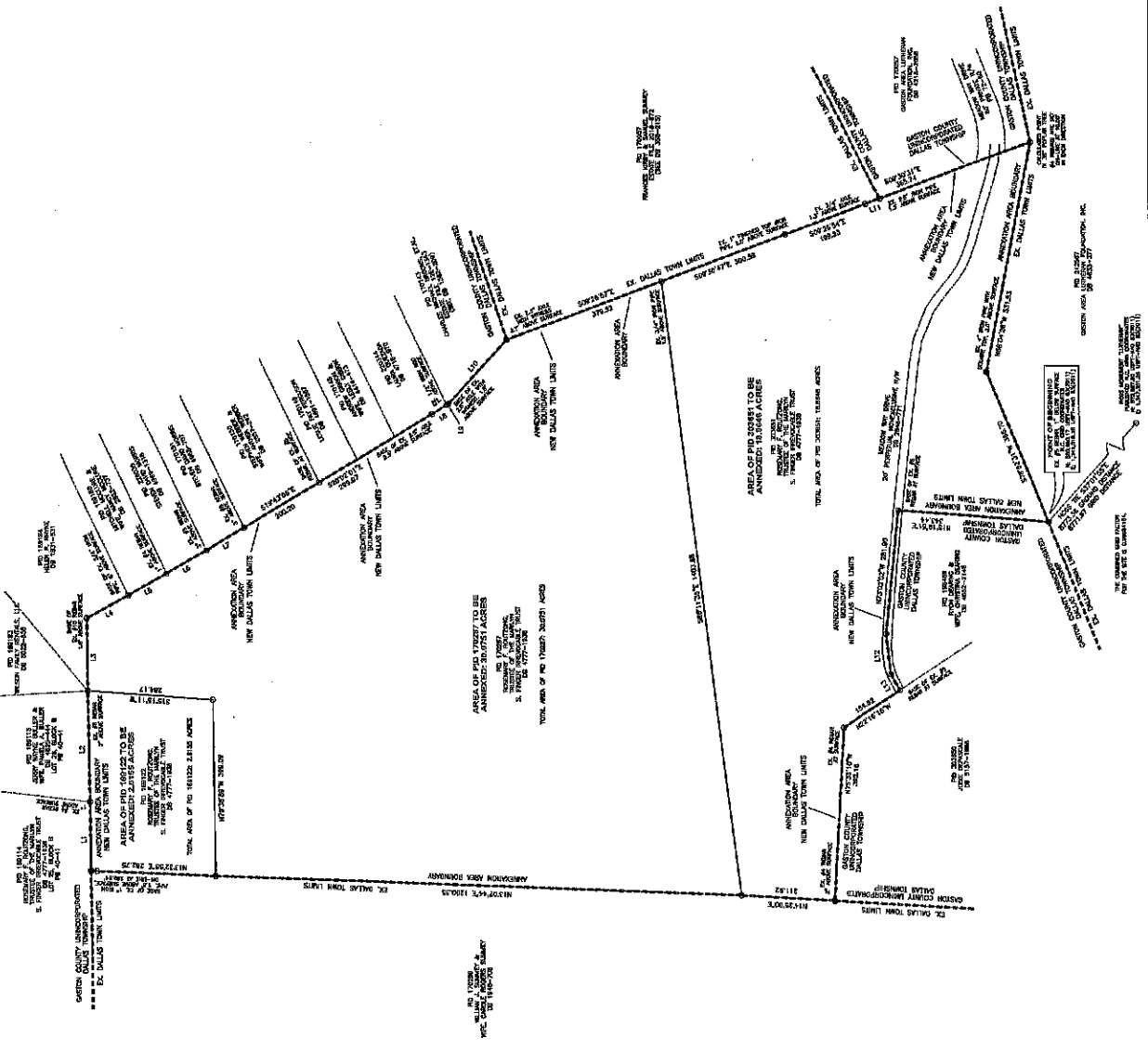
THIS PROPERTY IS LOCATED WITHIN THE
 DALLAS TOWNSHIP, DALLAS COUNTY, TEXAS.
 TAX PARCELS AS SHOWN

DEED REFERENCES:
 AS SHOWN

DATE:
 FEBRUARY 2, 2011

PHONE: 754-181-3222

ROSEMARY F. RUTZONG,
 TRUSTEE OF THE MARLYN
 S. FINGER IRREVOCABLE TRUST
 1100 W. MCKAY AVE. SUITE
 200 DALLAS, TEXAS 75201
 TELEPHONE: 754-181-3222



NOTES:

1. THE BOUNDARY OF ANNEXATION IS SHOWN BY A SOLID LINE.
2. THE BOUNDARY OF THE TOWN OF DALLAS IS SHOWN BY A DASHED LINE.
3. THE BOUNDARY OF DALLAS COUNTY IS SHOWN BY A DOTTED LINE.
4. THE BOUNDARY OF THE MARLYN S. FINGER IRREVOCABLE TRUST IS SHOWN BY A DASHED LINE.
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LEGEND:
 ANNEXATION AREA
 NEW DALLAS TOWN LIMITS
 EXISTING DALLAS TOWN LIMITS
 DALLAS COUNTY UNINCORPORATED
 DALLAS COUNTY INCORPORATED
 MARLYN S. FINGER IRREVOCABLE TRUST

ROSEMARY F. RUTZONG
 TRUSTEE OF THE MARLYN S. FINGER IRREVOCABLE TRUST
 1100 W. MCKAY AVE. SUITE 200
 DALLAS, TEXAS 75201
 TELEPHONE: 754-181-3222

DATE: FEBRUARY 2, 2011



Consistency Statement

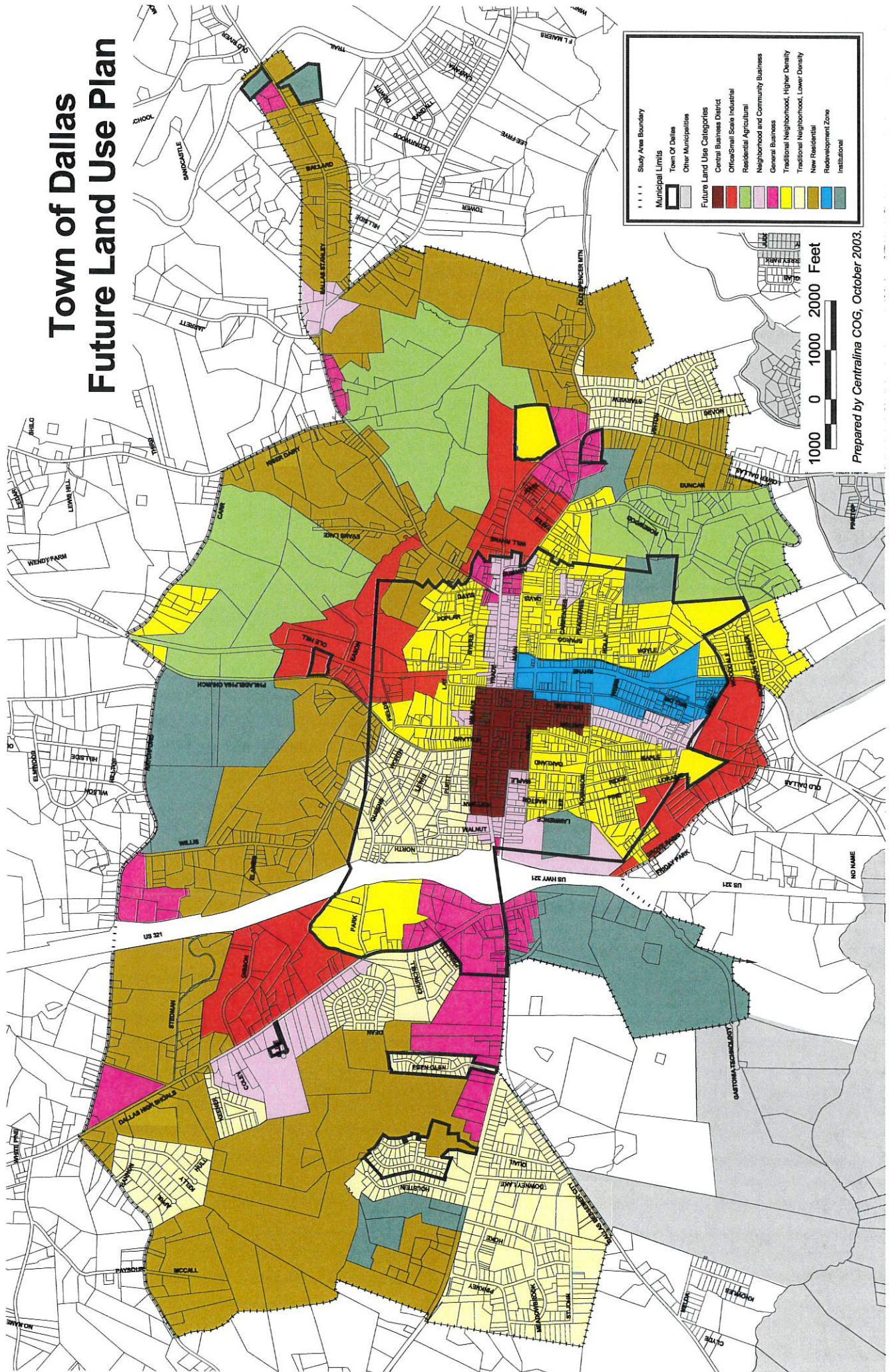
The proposed annexation of Parcel ID# 303651 into Town limits as R-5 Single Family Residential is consistent with the 2003 Future Land Use Plan's map designation as new residential and is therefore deemed reasonable and in the public's best interest as this lot abuts land designated for new residential development, supports and increased demand for housing in light of Dallas' current and anticipated growth, and aligns with the 20003 Land Use Plan's recommendation for new residential to be clustered so as to preserve open space and heighten pedestrian accessibility.

Curtis Wilson

11/19/20

Curtis Wilson, Planning Board Chairman

Town of Dallas Future Land Use Plan



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF DALLAS, NORTH CAROLINA (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 4/13/2021)

Whereas, the Board of Aldermen of the Town of Dallas has been petitioned under G.S. 160A-58.1 to annex the non-contiguous area described below, and

Whereas, the Board of Aldermen has directed the Town Clerk to investigate the sufficiency of the petition, and

Whereas, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Fire Department Community Room at 6:00 pm on April 13, 2021, after due notice, and

Whereas, the Board of Aldermen finds the petition meets the requirements of G.S. 160A-358.1; NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the Town of Dallas as of May 11, 2021:

That certain tract or parcel of land situated, lying, and being in the Dallas Township, Gaston County, North Carolina, and being more particularly described as follows:

BEGINNING at a railroad spike in the paved portion of old U.S. Highway No. 321, said railroad spike being located South 28 degrees 17 minutes 28 second East 291.13 feet from 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, North Carolina in Deed Book 434, at Page 560 and runs thence South 28 degrees 17 minutes 28 seconds East 291.14 feet to a railroad spike located in the right-of-way of old U.S. Highway No. 321; thence with the northwesterly boundary line of the property of Reuben Jerrell Stroup and wife, Blois Evans Stroup, as described in deed recorded in the abovementioned registry in Deed Book 1496, at Page 600, South 15 degrees 53 minutes 57 seconds West 306.50 feet to an existing iron pin; thence with Stroups westerly boundary line, South 29 degrees 54 minutes 18 seconds East 68.14 feet to an existing iron pin; thence with the westerly boundary lines of the property of Thomas Ewell Poston and wife, Charlotte Lee Poston, and Phyllis R. Long Mullis as described in deeds recorded in the abovementioned registry in Deed Book 1454, at Page 82 and Deed Book 334, at Page 524, respectively, South 29 degrees 45 minutes 20 seconds East 224.30 feet to an existing iron pin; thence with the westerly boundary line of the property of Lewis B. Clemmer and wife, Nollie Morton Clemmer as described in deed recorded in the abovementioned registry in Deed Book 1042, at Page 143, South 29 degrees 44 minutes 08 seconds East 75.03 feet to an existing iron pin; thence with the westerly boundary line of the property of E.M. Sartin and wife, Enda M. Sartin, as described in deed recorded in the abovementioned registry in Deed Book 1092 at Page 322, South 29 degrees 49 minutes 00 seconds East 143.84 feet to an existing iron pin; thence with the northerly boundary lines of the property of Jimmy D. Norman, Joseph P. Moffit and wife, Billie L. Moffit, Harold L. White and wife, Iris C. White, Larry K. Foster and wife, Mildred B. Foster, Mitchell B. McClure and wife, Nancy Frye McClure, and Douglas B McClure and wife, Kimberly W. McClure, as described in deed recorded in the abovementioned registry in Deed Book 1176, at page 73, Deed Book 1110, at Page 388, Deed Book 1098, at Page 540, Deed Book 1030, at Page 167, Deed Book 1060, at Page 21, Deed Book 974, at Page 132, Deed Book 870, at Page 545 and Deed Book 1450, at Page 140, respectively, South 75 degrees 08 minutes 01 seconds West 1,2365.39 feet to an existing iron pin located in the easterly boundary line of the property of Pearl J. Summey as described in deed recorded in the abovementioned

registry in Deed Book 546, at Page 59; thence with Pearl J. Summey's easterly boundary line, North 18 degrees 08 minutes 14 seconds West 106.82 feet to an existing iron pin; thence with Pearl J. Summey's northerly boundary line, North 80 degrees 04 minutes 28 seconds West 165 feet to and iron pin set; thence with another new line, North 13 degrees 01 minutes 33 seconds East 666.72 feet to the point of beginning and containing 12.429 acres.

Section 2. Upon and after May 11, 2021, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Dallas and shall be entitled to the same privileges and benefits as other parts of Town of Dallas. Said territory shall be subject to municipal taxes according to G.S. 160A-58.1.

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

Adopted this 11th day of May, 2021

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

Re: Annexation (PID# 169184)

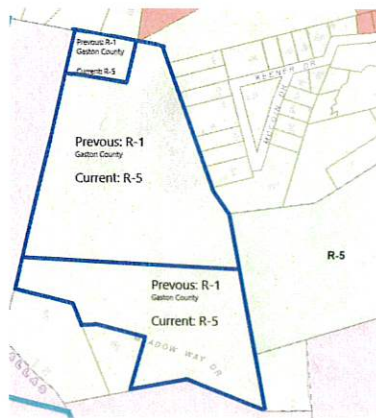
**AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT IN THE TOWN OF DALLAS
(ADOPTED BY THE DALLAS BOARD OF ALDERMEN 5/11/2021)**

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 8 of Chapter 160A, and

Whereas, the Town of Dallas Board of Aldermen, in consideration of initial zoning petition by property owner Marilyn S. Finger Irrevocable Trust, for property located near Shepherds Way Drive, Dallas, NC; further identified as Gaston County Tax Parcel ID numbers 169122, 170287, 303651 and finds that the petition meets the standards set forth for the R-5 Single-Family Residential zoning district, and

Whereas, the zoning of Parcel ID# 169122, 170287 and 303651 as R-5 is consistent with the 2003 Future Land Use Plan's designation as new residential, and the allowable uses and lot sizes in this proposed zone would ensure the preservation of neighborhood character of this area while protecting from encroachment of incompatible business and industrial uses.; and

Whereas, the zoning request is deemed reasonable and in the public's best interest in order to maximize the site for future single-family development, while protecting the overall character and appearance of the Town;



Now, therefore be it ordained, by the Board of Aldermen of the Town of Dallas, North Carolina, grants the petitioner, Marilyn S. Finger Irrevocable Trust, approval of the above-referenced zoning petition effective May 11, 2021.

Should any provision of this petition 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 or unconstitutional.

This Ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this 11th day of May, 2021.

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Rhyne Annexation

AGENDA ITEM NO. 7B

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

An annexation petition was submitted by Helen Rhyne on October 2, 2020 to annex Gaston County Parcel #169184. This is considered a satellite (non-contiguous) annexation.

During their October 15, 2020 meeting, the Planning Board unanimously recommended R-5 zoning be applied to the parcel upon annexation into Town limits with the consistency statement provided.

Annexation maps have been provided for the parcel and the application has been deemed sufficient.

A public hearing was held on April 13, 2021 as required by statute. At that time, the Board of Aldermen tabled the item for further discussion. A work session was held on May 4, 2021 for the Board to obtain further information from the developer and builder of the proposed project on this property.

MANAGER RECOMMENDATION: Approve the proposed annexation and apply R-5 zoning to the parcel, as presented.

BOARD ACTION TAKEN:

NC GRID NORTH: 48282011
 ALL DISTANCES GROUND
 COMBINED FACTORS: 0.999992751

NORTH CAROLINA, GASTON COUNTY

REVIEW OFFICER OF GASTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING.

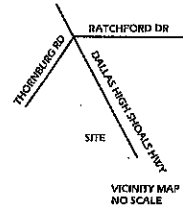
REVIEW OFFICER _____ DATE _____

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Ordinance of Dallas, North Carolina and that this plat has been approved by _____ on _____ for recordation in the County Deeds Office.

Subdivision Administrator _____ Date _____

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of Gaston County and that I hereby adopt this plan of subdivision with my free consent and establish minimum lot size and building setback lines as noted.

Owners or Agent _____ Date _____
 HELEN RHYNE



- NOTES:**
- SURVEY BASED ON PHYSICAL EVIDENCE
 - NO FEATURES LOCATED OTHER THAN AS SHOWN
 - PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED
 - NO TITLE SEARCH PERFORMED BY THIS FIRM.
 - PROPERTY MAY OR MAY NOT BE IN A FLOOD ZONE, UNLESS SPECIFIED ON SURVEY, UPON REQUEST.
 - ANY UNDERGROUND UTILITIES SHOWN CANNOT BE FULLY VERIFIED BY THIS FIRM UNLESS UNCOVERED FOR VISUAL INSPECTION.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE ABSTRACT. THE SURVEYED PROPERTY IS SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, SETBACK LINES, BURIED UTILITIES, PIPES, TANKS, MINERAL RIGHTS AND LANDFILLS WHETHER OR NOT SHOWN ON THIS PLAT OR WHETHER OR NOT RECORDED IN PUBLIC RECORDS.
 - R/W SHOWN SUBJECT TO NC DOT VERIFICATION

- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET
 - UNMARKED POINT

I, D. JASON WEST, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THE RATIO OF PRECISION AS CALCULATED IS A MINIMUM OF 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED, WITNESS MY ORIGINAL SEAL, SIGNATURE AND REGISTRATION NUMBER THIS

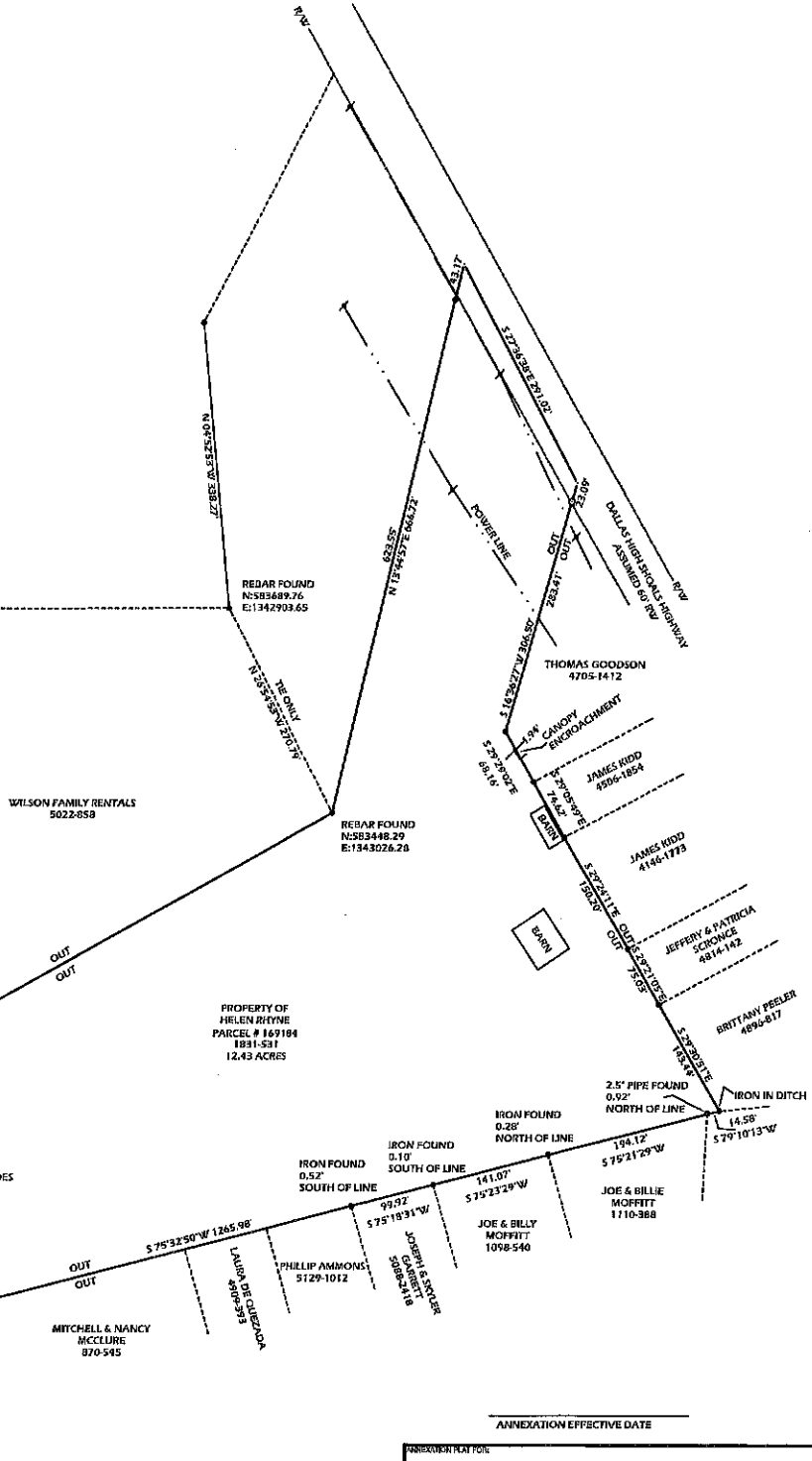
14 DAY OF JANUARY, 2021

D. Jason West NCPLS L-4992



I, D. JASON WEST, PROFESSIONAL LAND SURVEYOR CERTIFY TO ONE OF THE FOLLOWING AS INDICATED:

- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PROCEEDS OF LAND.
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS NO ORDINANCE THAT REGULATES PROCEEDS OF LAND.
- C. THAT THIS PLAT IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
- D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEPARTMENT OF SUBDIVISION.
- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO THE PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.



ANNEXATION NOTE:
 DALLAS TOWN LIMITS DOES NOT CURRENTLY ADJOIN OR CROSS THIS TRACT.



RETURN TO:
 HELEN RHYNE
 3633 DALLAS CHERRYVILLE HWY
 DALLAS NC 28034

ANNEXATION PLAT FOR	
GAIL SUMMEY	
LOCATION:	DALLAS TWP., GASTON COUNTY, NC
PARCEL ID:	169181
DATE:	JANUARY 14, 2021
SCALE:	1"=100' DRAWN BY: DJW
FILE:	DALLAS2020.DWG
LEDFORD & WEST LAND SURVEYING & MAPPING, PLLC 230 E. DOUBLE BRIDGES ROAD LAWDALE, NC 28050 704.312.0030 JWSURVEY@GMAIL.COM	

Consistency Statement

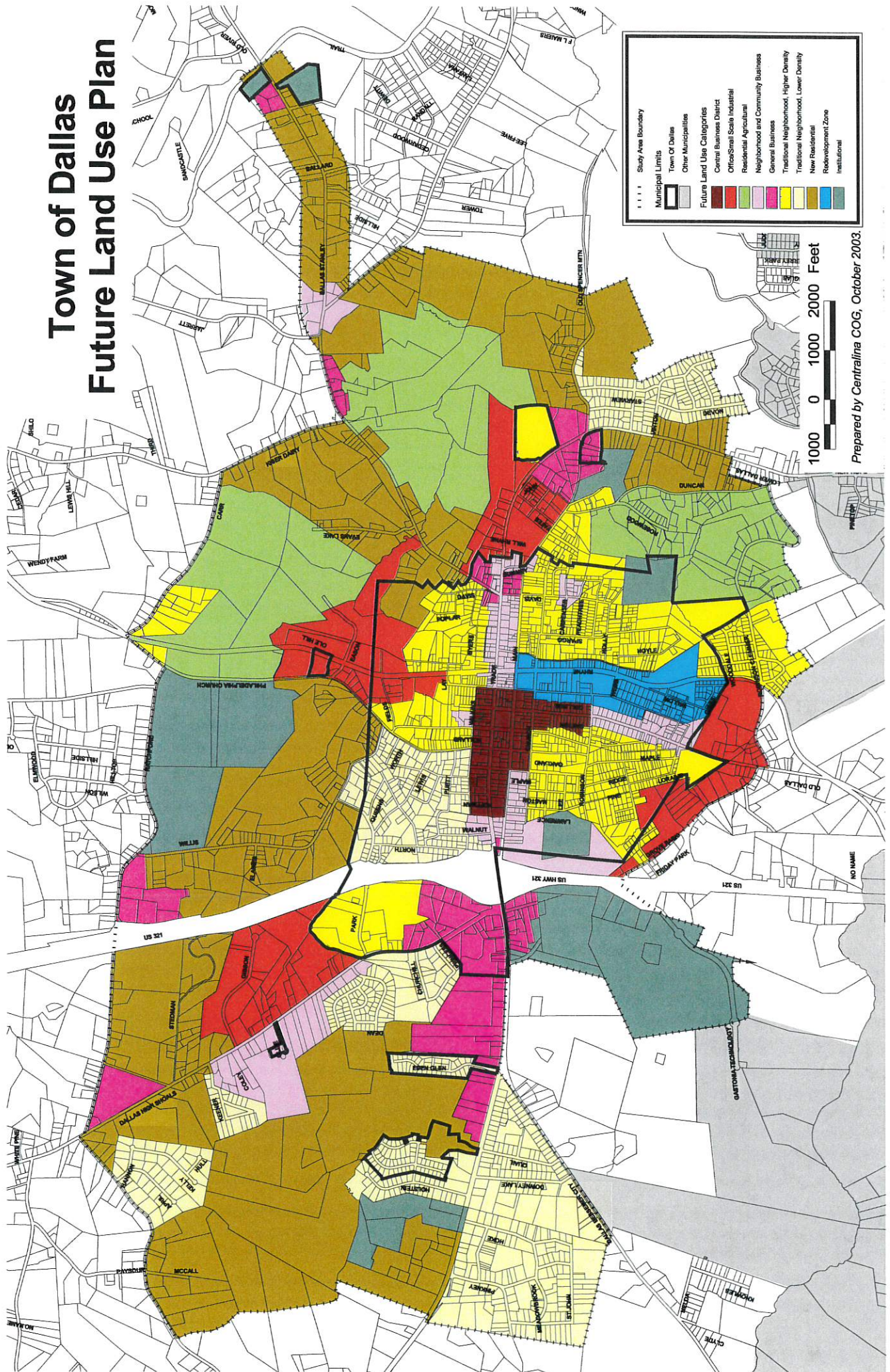
The proposed annexation of Parcel ID# 169184 into Town limits as R-5 Single Family Residential is consistent with the 2003 Future Land Use Plan's map designation as new residential, and is therefore deemed reasonable and in the public's best interest as this lot abuts land designated for new residential development, 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.

Curtis Wilson

11/19/20

Curtis Wilson, Planning Board Chairman

Town of Dallas Future Land Use Plan



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF DALLAS, NORTH CAROLINA (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 4/13/2021)

Whereas, the Board of Aldermen of the Town of Dallas has been petitioned under G.S. 160A-31 to annex the contiguous area described below, and

Whereas, the Board of Aldermen has directed the Town Clerk to investigate the sufficiency of the petition, and

Whereas, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Fire Department Community Room at 6:00 pm on April 13, 2021, after due notice, and

Whereas, the Board of Aldermen finds the petition meets the requirements of G.S. 160A-31; NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Dallas as of May 11, 2021:

That certain tract or parcel of land situated, lying, and being in the Dallas Township, Gaston County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing #5 rebar lying on the existing Dallas town limits and marking the southeast corner of the Ryon Dearing & wife, Christina Dearing property as described in Deed Book 4882, Page 2145 and runs thence with the Dearing property and the new Dallas town limits four (4) courses and distances as follows: (1) North 15-19-51 East 343.44 feet to an existing #5 rebar in the center of Meadow Way Drive, a 20' perpetual nonexclusive right-of-way; (2) North 73-02-02 West 281.90 feet to a point in the center of Meadow Way Drive; (3) North 85-14-22 West 92.90 feet to a point in the center of Meadow Way Drive; (4) South 70-25-09 West 41.38 feet to an existing #5 rebar in the center of Meadow Way Drive and lying on the eastern property line of the Jodie Depascale property as described in Deed Book 5157, Page 1988; thence with the Depascale property and the new Dallas town limits two (2) courses and distances as follows: (1) North 22-16-15 West 154.52 feet; (2) North 75-35-10 West 392.16 feet to an existing #4 rebar lying on the existing Dallas town limits and laying on the eastern property line of the William J. Summey & wife, Carole Rogers Summey property as described in Deed Book 1946, Page 708; thence with the Summey property and the existing Dallas town limits three (3) courses and distances as follows: (1) North 14-25-00 East 211.92 feet to a point; (2) North 13-07-44 East 1200.35 feet to a point; (3) North 13-32-55 East passing an existing 1" iron pipe at 269.84 feet a total distance of 282.75 feet to a point on the southern property line of the Rosemary F. Routzong, trustee of the Marilyn S. Finger Irrevocable Trust property as described in Deed Book 4777, Page 1938; thence with the Rosemary F. Routzong, trustee of the Marilyn S. Finger Irrevocable Trust property and the new Dallas town limits South 79-35-41 East 156.05 feet to an existing #4 rebar marking the southwest corner of the Jerry Wayne Buller and wife, Pamela A. Buller property as described in Deed Book 4825, Page 444; thence with the Buller property and the new Dallas town limits South 79-52-18 East 251.55 feet to an existing #5 rebar marking the southern corner of the Wilson Family Rentals, LLC property as described in Deed Book 5022, Page 858 and the southwestern corner of the Helen P. Rhyne property as described in Deed Book 1831, Page 531; thence with the Rhyne property and the new Dallas town limits two (2) courses and distances as follows: (1) South 79-36-46 East 164.80 feet to an existing #10 rebar; (2) South 17-43-25 East 106.77 feet to an existing 3/4" iron pipe marking the western corner of the Mitchell McClure and wife, Nancy McClure property as described in Deed Book 2832, Page 737; thence with the McClure property and the new Dallas

town limits South 18-43-56 East 99.95 feet to an existing #4 rebar marking the western corner of the Steven David Morris property as described in Deed Book 4989, Page 1318; thence with the Morris property and the new Dallas town limits South 18-42-50 East 105.72 feet to an existing #5 rebar marking the western corner of the Steven David Morris property as described in Deed Book 4988, Page 707; thence with the Morris property and the new Dallas town limits South 19-45-47 East 100.06 feet to an existing #5 rebar marking the western corner of the Stephen Webber and wife, Anthea Webber property as described in Deed Book 2857, Page 292; thence with the Webber property and the new Dallas town limits South 19-43-06 East 200.20 feet to an existing #5 rebar marking the western corner of the Leslie Fay Ferguson property as described in Deed Book 4691, Page 1567; thence with the Ferguson property, the Andrew Gibbon and wife, Lesly Gibbon property as described in Deed Book 4414, Page 473, the Laura Quezada property as described in Deed Book 4718, Page 970 and the new Dallas town limits two (2) courses and distances as follows: (1) South 20-02-01 East 299.97 feet to an existing 2.5" axle; (2) South 20-26-49 East 39.95 feet to an existing 1/2" iron rod marking the western corner of the Charles Michael Brooks, et.al. property as described in Estate File 12E-1343; thence with the Brooks, et.al. property and the new Dallas town limits two (2) courses and distances as follows: (1) South 20-07-12 East 4.46 feet to an existing 2.5" axle; (2) South 36-45-37 East 197.19 feet to an existing 2.5" axle lying on the existing Dallas town limits and marking the northwest corner of the Frances Kirby and Samuel Summey property as described in Estate File 2018-872; thence with the Kirby and Summey property and the existing Dallas town limits four (4) courses and distances as follows: (1) South 09-26-57 East 379.52 feet to an existing 3/4" iron pipe; (2) South 09-30-47 East 300.59 feet to an existing 1" pinched top iron pipe; (3) South 09-26-54 East 199.23 feet to an existing 3/4" axle; (4) South 09-11-54 East 34.45 feet to an existing 2.5" iron pipe marking the northwest corner of the Gaston Area Lutheran Foundation, Inc. property as described in Deed Book 4218, Page 2058; thence with the Gaston Area Lutheran Foundation, Inc. property and the new Dallas town limits South 09-30-31 East 365.74 feet to a point in a 36" poplar tree lying on the existing Dallas town limits and marking a corner on the northern line of the Gaston Area Lutheran Foundation, Inc. property as described in Deed Book 4633, Page 377; thence with the Gaston Area Lutheran Foundation, Inc. property and the existing Dallas town limits two (2) courses and distances as follows: (1) North 68-04-26 West 531.53 feet to an existing 4" iron pipe with a square top; (2) South 78-52-31 West 366.70 feet to the Point or Place of **BEGINNING**; containing **51.5552** acres of land.

Section 2. Upon and after May 11, 2021, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Dallas and shall be entitled to the same privileges and benefits as other parts of Town of Dallas. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

Adopted this 11th day of May, 2021

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

Re: Annexation (PID# 303651, 170287, 169122)

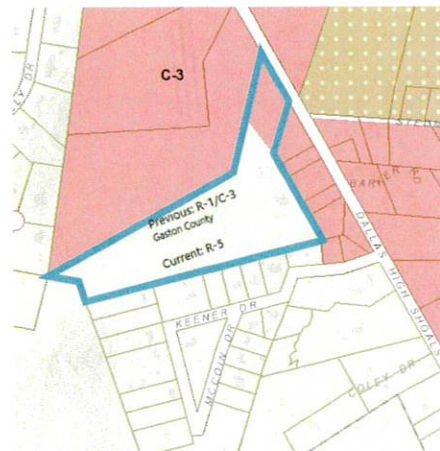
**AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT IN THE TOWN OF DALLAS
(ADOPTED BY THE DALLAS BOARD OF ALDERMEN 5/11/2021)**

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 8 of Chapter 160A, and

Whereas, the Town of Dallas Board of Aldermen, in consideration of initial zoning petition by property owner Helen Rhyne, for property located near Dallas High Shoals Highway, Dallas, NC, further identified as Gaston County Tax Parcel ID number 169184, finds that the petition meets the standards set forth for the R-5 Single-Family Residential zoning district, and

Whereas, the zoning of Parcel ID# 169184 as R-5 is consistent with the 2003 Future Land Use Plan’s designation as new residential, and the allowable uses and lot sizes in this proposed zone would ensure the preservation of neighborhood character of this area while protecting from encroachment of incompatible business and industrial uses.; and

Whereas, the zoning request is deemed reasonable and in the public’s best interest in order to maximize the site for future single-family development, while protecting the overall character and appearance of the Town;



Now, therefore be it ordained, by the Board of Aldermen of the Town of Dallas, North Carolina, grants the petitioner Helen Rhyne, approval of the above-referenced zoning petition effective May 11, 2021.

Should any provision of this petition 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 or unconstitutional.

This Ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this 11th day of May, 2021.

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Summey Rezoning Petition

AGENDA ITEM NO. 7C

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

A rezoning application was received October 2, 2020 from William and Carole Summey for their property, further know as Gaston County Parcel #170286. The request is to rezone the property from R-10, Single Family Residential, to R-5, Single Family Residential.

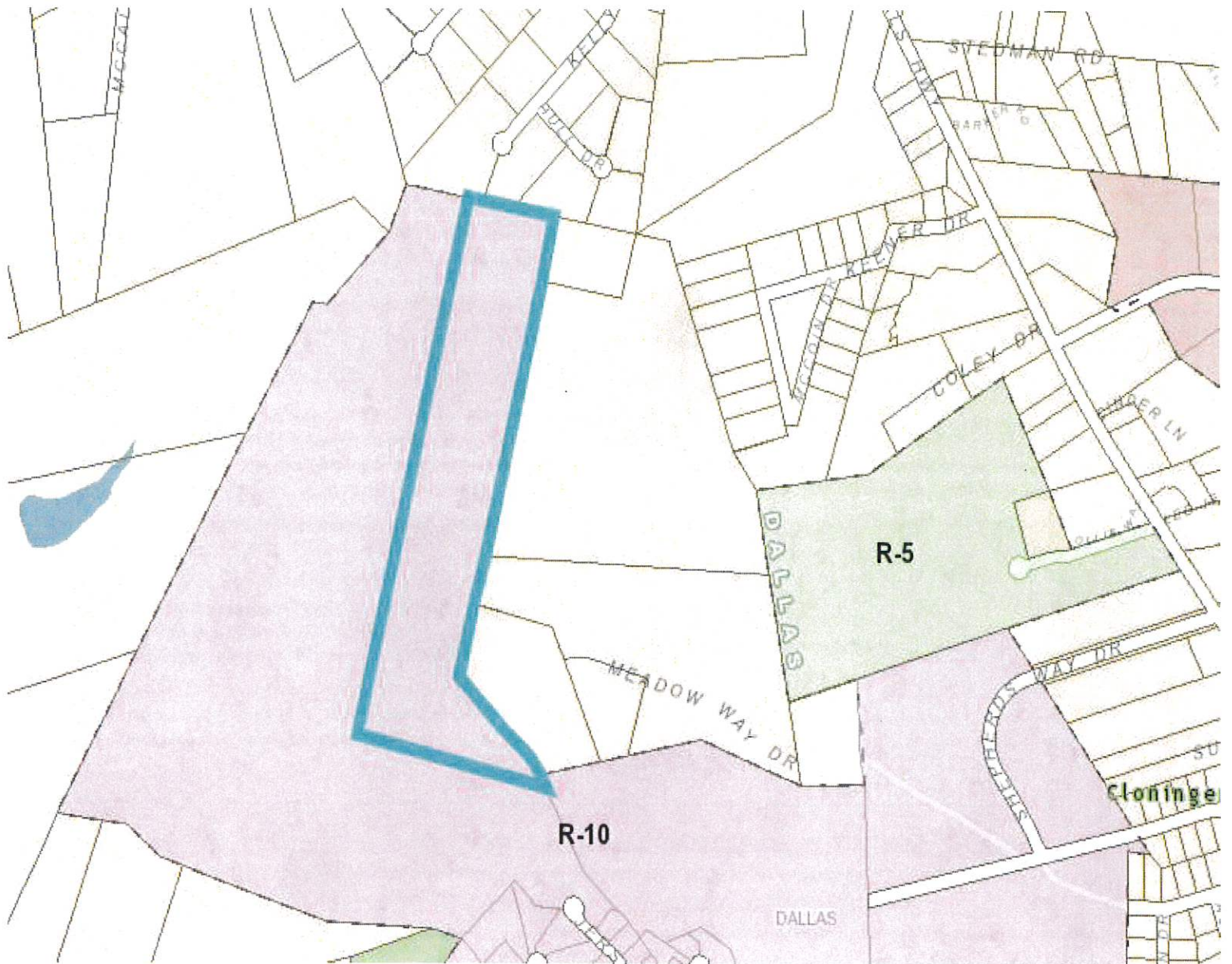
Abutting property to West is requesting rezoning from R-10to R-5, and East, annexation to R-5.

The Planning Board unanimously recommended approval of the rezoning petition during their October 15, 2020 meeting with the attached consistency statement.

A public hearing was held on April 13, 2021 as required by statute. At that time, the Board of Aldermen tabled the item for further discussion. A work session was held on May 4, 2021 for the Board to obtain further information from the developer and builder of the proposed project on this property.

MANAGER RECOMMENDATION: Approve the proposed rezoning and apply R-5 zoning to the parcel, as presented.

BOARD ACTION TAKEN:



Consistency Statement

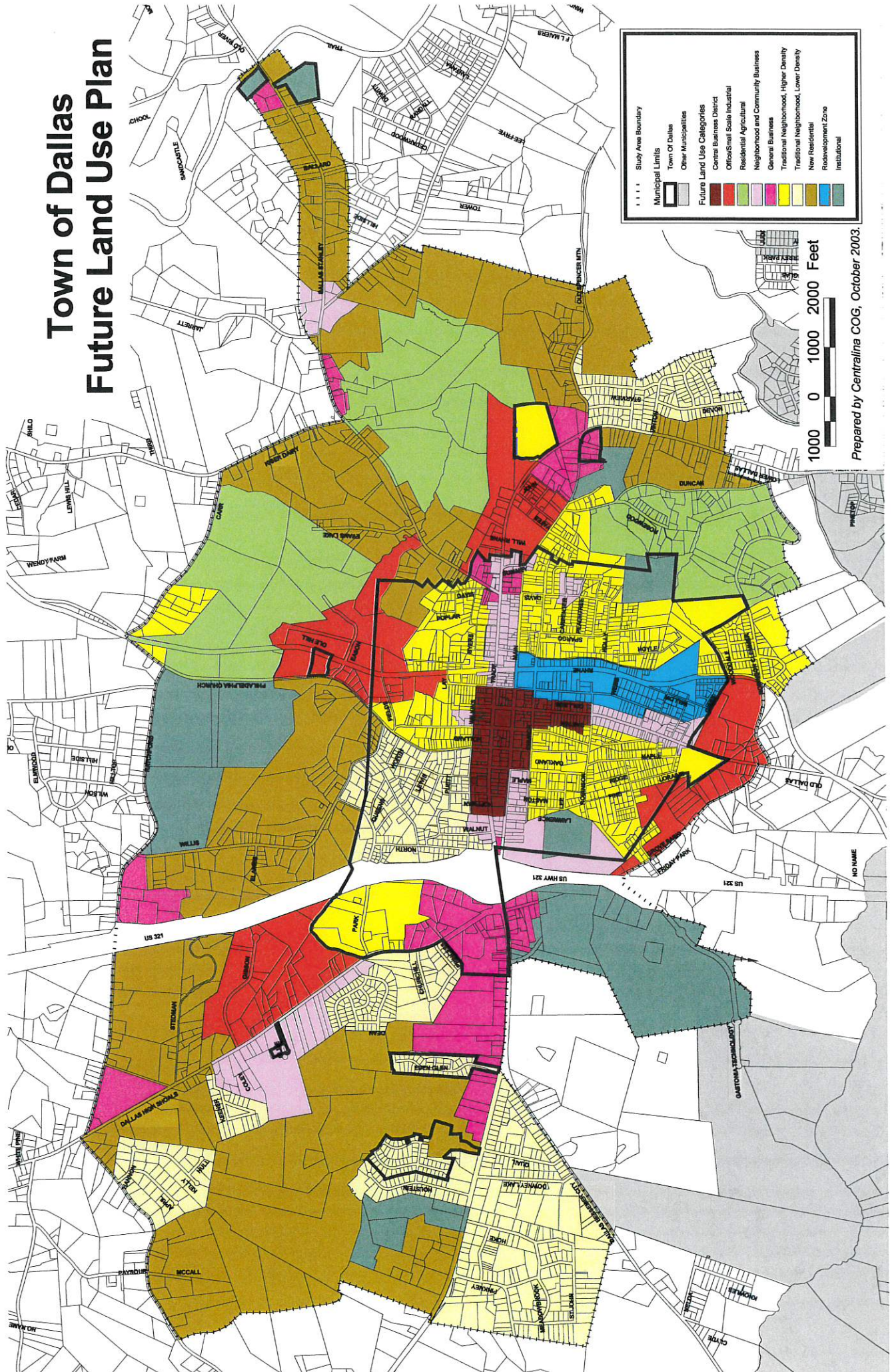
The proposed rezoning of Parcel ID# 170286 from R-10 to R-5 Single Family Residential is consistent with the 2003 Future Land Use Plan's map designation as new residential and is therefore deemed reasonable and in the public's best interest as this supports an increased demand for housing in light of 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.

Curtis Wilson

11/19/20

Curtis Wilson, Planning Board Chairman

Town of Dallas Future Land Use Plan



Prepared by Centralina COG, October 2003.

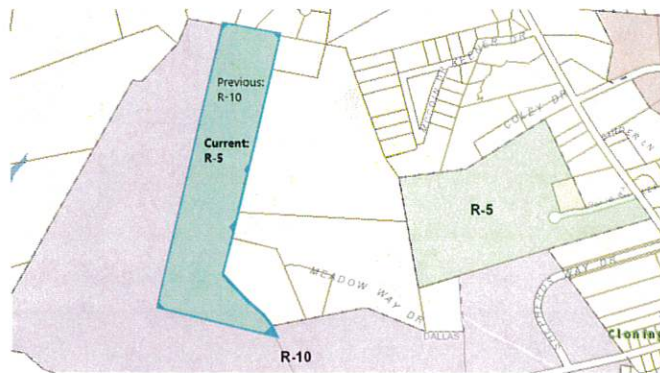
AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT/REZONING PETITION IN THE TOWN OF DALLAS (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 5/11/2021)

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 8 of Chapter 160A, and

Whereas, the Town of Dallas Board of Aldermen, in consideration of rezoning petition by applicant/property owner William and Carole Summey, for property located near Meadow Way Dr., Dallas, NC, further identified as Gaston County Tax Parcel ID number 170286, finds that the petition meets the standards set forth for the R-5 Single-Family Residential zoning district, and

Whereas, the rezoning of Parcel ID# 170286 from R-10 to R-5 is consistent with the 2003 Future Land Use Plan’s designation as new residential, and the allowable uses and lot sizes in this proposed zone would ensure the preservation of neighborhood character of this area while protecting from encroachment of incompatible business and industrial uses.; and

Whereas, the rezoning request is deemed reasonable and in the public’s best interest in order to maximize the site for future single-family development, while protecting the overall character and appearance of the Town;



Now, therefore be it ordained, by the Board of Aldermen of the Town of Dallas, North Carolina, grants the petitioner William and Carole Summey, approval of the above-referenced zoning petition effective May 11, 2021.

Should any provision of this petition 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 or unconstitutional.

This Ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this 11th day of May, 2021.

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Wilson Rezoning Petition

AGENDA ITEM NO. 7D

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

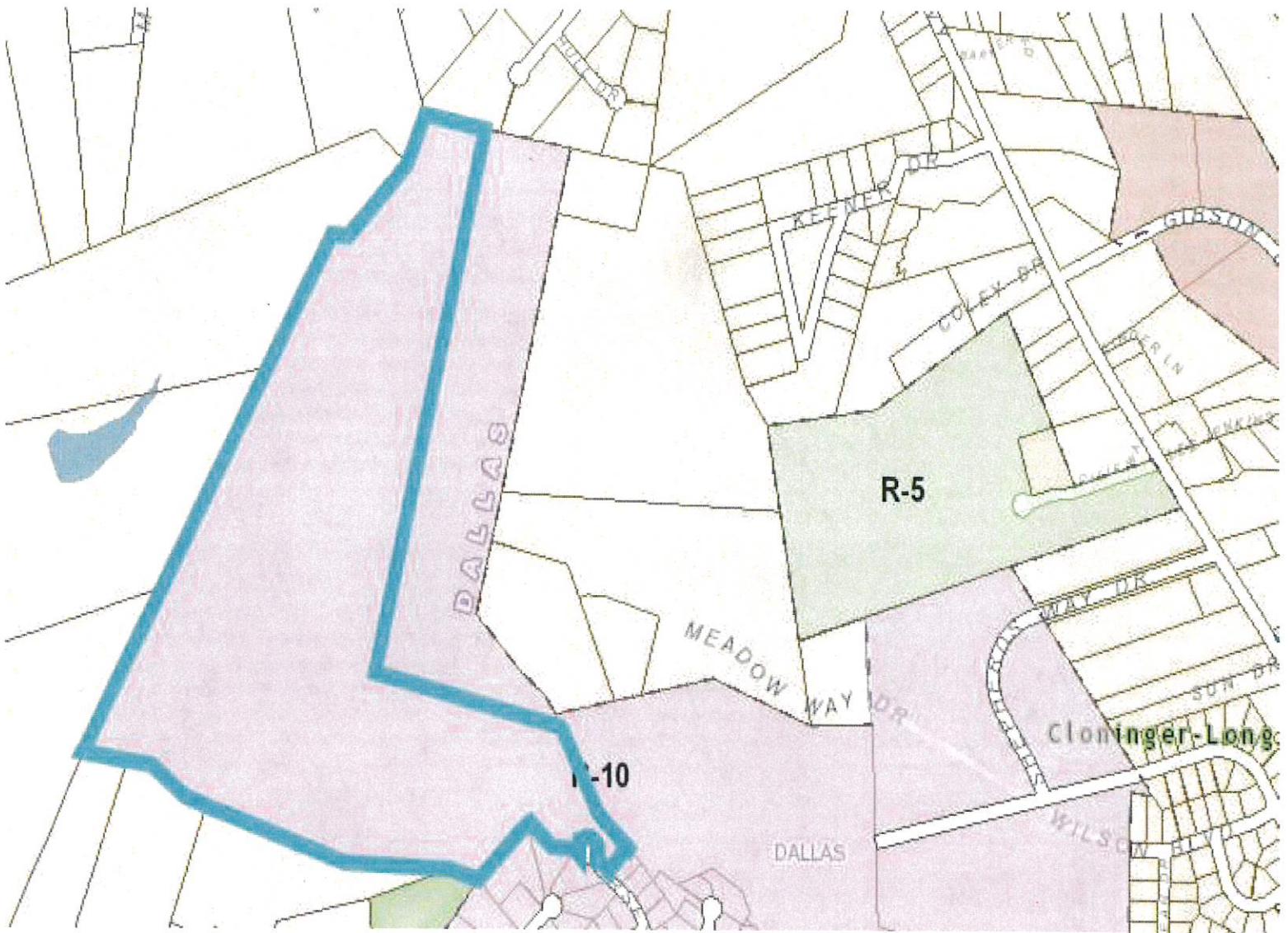
A rezoning application was received October 2, 2020 from Elizabeth Wilson, Trustee of Ralph E. Summey Land Holdings, LLC for the property, further know as Gaston County Parcel #301017. The request is to rezone the property from R-10, Single Family Residential, to R-5, Single Family Residential.

The Planning Board unanimously recommended approval of the rezoning petition during their October 15, 2020 meeting with the attached consistency statement.

A public hearing was held on April 13, 2021 as required by statute. At that time, the Board of Aldermen tabled the item for further discussion. A work session was held on May 4, 2021 for the Board to obtain further information from the developer and builder of the proposed project on this property.

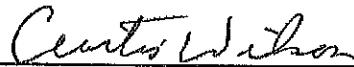
MANAGER RECOMMENDATION: Approve the proposed rezoning and apply R-5 zoning to the parcel, as presented.

BOARD ACTION TAKEN:



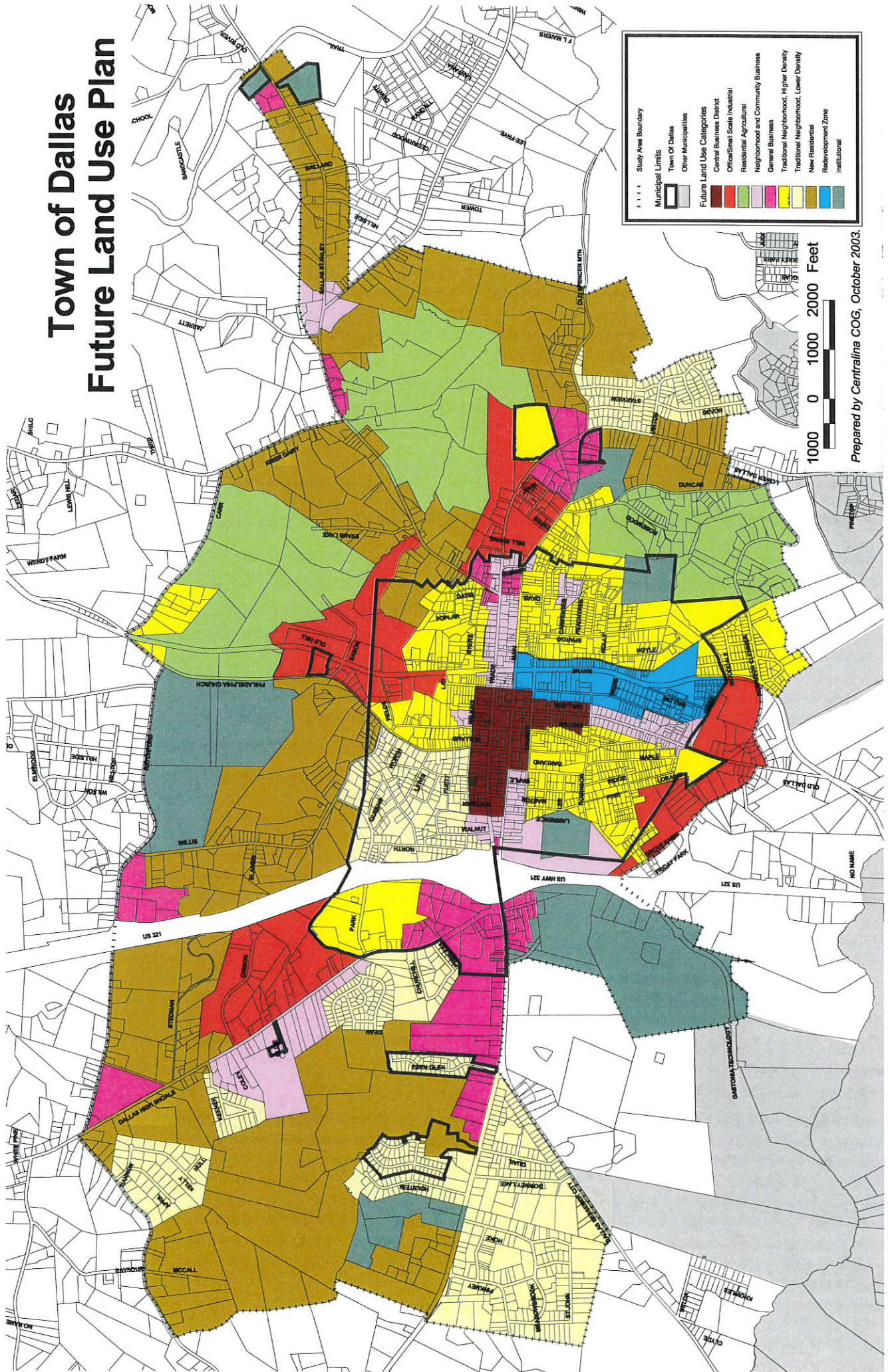
Consistency Statement

The proposed rezoning of Parcel ID# 301017 from R-10 to R-5 Single Family Residential is consistent with the 2003 Future Land Use Plan's map designation as new residential and is therefore deemed reasonable and in the public's best interest as this 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.



Curtis Wilson, Planning Board Chairman

Town of Dallas Future Land Use Plan



Prepared by Centralina COG, October 2003

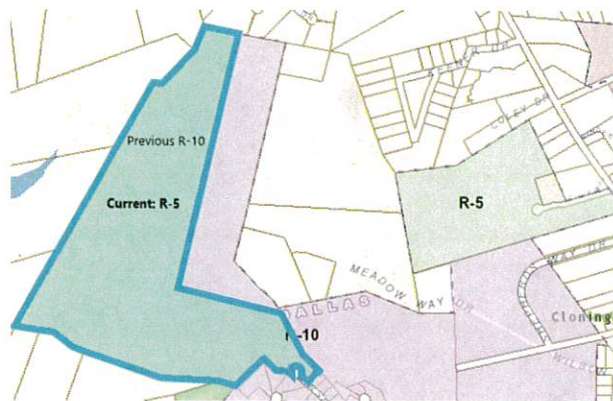
AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT/REZONING PETITION IN THE TOWN OF DALLAS (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 5/11/2021)

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 8 of Chapter 160A, and

Whereas, the Town of Dallas Board of Aldermen, in consideration of rezoning petition by applicant/property owner Ralph E Summey Land Holdings LLC., for property located near Jersey Blvd, Dallas, NC, further identified as Gaston County Tax Parcel ID number 301017, finds that the petition meets the standards set forth for the R-5 Single-Family Residential zoning district, and

Whereas, the rezoning of Parcel ID# 301017 from R-10 to R-5 is consistent with the 2003 Future Land Use Plan’s designation as new residential, and the allowable uses and lot sizes in this proposed zone would ensure the preservation of neighborhood character of this area while protecting from encroachment of incompatible business and industrial uses.; and

Whereas, the rezoning request is deemed reasonable and in the public’s best interest in order to maximize the site for future single-family development, while protecting the overall character and appearance of the Town;



Now, therefore be it ordained, by the Board of Aldermen of the Town of Dallas, North Carolina, grants the petitioner, Ralph E Summey Land Holdings LLC., approval of the above-referenced zoning petition effective May 11, 2021.

Should any provision of this petition 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 or unconstitutional.

This Ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this 11th day of May, 2021.

ATTEST:

Rick Coleman, Mayor

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Fire Department Equipment Grant and Truck Purchase

AGENDA ITEM NO. 8A

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

The Dallas Fire Department has been awarded a Firehouse Subs Grant to purchase a Hurst Cutter, Spreader, Ram, and Accessories. This grant is a 100% grant up to \$26,606.37.

Also, the Department has found a pre-owned 105' Platform Ladder truck for purchase to replace the aged-out 1989 Ladder truck. The total projected cost of purchase, shipping, and needed modifications is \$127,200.

Attached is a budget amendment to appropriate the grant funds and accompanying equipment purchase, as well as the truck purchase.

MANAGER RECOMMENDATION: Approve the Fire Department Budget Amendment as presented.

BOARD ACTION TAKEN:

**Town of Dallas
Budget Amendment**

Date: May 11, 2021

Action: General Fund Amendment - Fire Dept

Purpose: To Appropriate Funds for FD Grant and Purchase of Fire Apparatus

Number: FD-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3455	0000	Grant Revenue	\$0	\$26,607	\$26,607
10	5200	3400	Equipment	\$16,200	\$42,807	\$26,607
10	3999	0000	Fund Balance Appropriated	\$242,475	\$369,675	\$127,200
10	5200	7400	Cap. Out.: Equipment	\$0	\$127,200	\$127,200

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Resolution Opposing HB401 and SB349

AGENDA ITEM NO. 8B

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

HB401 and SB349 are being reviewed in the North Carolina General Assembly. These are companion bills that would eliminate single-family housing zoning in North Carolina. These bills would be detrimental to local governments in North Carolina and take away local control of development and growth. The Planning Association and the North Carolina League of Municipalities are disseminating information on an ongoing basis. All of these agencies are in opposition to the proposals.

Attached is a resolution opposing HB410 and SB349.

MANAGER RECOMMENDATION: Approve the resolution as presented and direct the Town Clerk to send executed copies of the resolution to Senate and House representatives.

BOARD ACTION TAKEN:



Resolution Opposing HB401/SB349 2021 North Carolina Legislative Session

WHEREAS, recognizing the importance of zoning to the peace and prosperity of North Carolina's municipalities, for generations the State of North Carolina has allowed municipalities to regulate local development; which in turn, residents have relied upon in making their most important financial investments, the purchase of their homes; and,

WHEREAS, municipalities in the State of North Carolina have their own unique characteristics and challenges so that "one size" does not "fit all", and statewide zoning mandates thus may have unintended negative consequences for the residents of the State; and,

WHEREAS, the Town of Dallas has responsibly exercised the zoning and land use authority granted to it by the State of North Carolina; and,

WHEREAS, the Town of Dallas explicitly considers choice in housing and social and economic diversity as part of its existing zoning and land use authority; and the Town's housing choices and zoning plans have been approved with extensive community involvement and neighborhood-appropriate measures; and,

WHEREAS, HB401/SB349 as pending in the North Carolina General Assembly would force municipalities to allow duplexes, triplexes, quadplexes, and townhouses into all residential zoning districts, including low-density zoning districts, for the stated purpose of expanding housing opportunities in cities; and,

WHEREAS, HB401/SB349 will most harm those it claims to help, as it exempts residential areas in which private restrictive covenants apply, thus differentiating between sub-divisions such as gated communities and the neighborhoods without such protections; in essence protecting the wealthy by exposing middle and low income residents to incompatible development dictated by state government; and,

WHEREAS, HB401/SB349 likewise mandates the allowance of "one accessory dwelling", which can consist of a duplex, on each lot on which there is a single family residence, circumventing all usual approval processes such as conditional district zoning, and undermining all local parking requirements and utility approval protocols without regard to the impacts of a potential tripling of density; and,

WHEREAS, HB401/SB349 would eliminate single-family zoning by allowing for middle housing types (as defined as residential duplexes, triplexes, quadplexes, and townhouses) in areas zoned for residential use and mandating the allowance of accessory dwelling units in all residential zones, and while such mandates would increase housing supply statewide, there is no guarantee of housing affordability, or neighborhood compatibility; and,

WHEREAS, HB401/SB349 has the potential to fundamentally change most neighborhoods in Dallas and cause disruption in the lives of our citizens; and,



**Resolution Opposing HB401/SB349
2021 North Carolina Legislative Session**

WHEREAS, although HB401/SB349 has reportedly been endorsed by “affordable housing” proponents as a way to increase supply and decrease costs, in actuality there is nothing in the bill which actually controls costs; and,

HEREAS, HB401/SB349 prohibits a municipality from even examining a traffic impact analysis which has satisfied the North Carolina Department of Transportation, whether or not the local officials who live and work in the community believe that the traffic generated by the project poses a danger to public safety and whether or not they believe the ratification by the Department is prudent; and,

WHEREAS, HB401/SB349 directs local governments to adopt land use ordinances and regulations or amend their comprehensive plans to implement the provisions at a time when local governments are investing significant time and resources to comply with new Chapter 160D requirements recently enacted by the General Assembly (S.L. 2020-25), and the proposed bills would significantly alter those ongoing planning processes, waste government resources, and erode public trust; and,

WHEREAS, HB401/SB349 is a radical and comprehensive attack on local land-use planning and the ability of local government, the government closest to the citizens, to hear from and respond to the needs of our citizens in the long-standing planning and zoning forums granted by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Dallas:

1. That the General Assembly not adopt either HB401 or SB349;
2. That, if passed, the Governor, the Honorable Roy Cooper, veto these measures;
3. That a copy of this resolution be sent to our elected State representative and the Governor;
4. That the Town Manager take whatever additional steps are deemed prudent in opposing this legislation.

Adopted this the 11th day of May, 2021.

Rick Coleman, Mayor

ATTEST:

Shannon Whittle, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Special Event Application

AGENDA ITEM NO. 8C

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

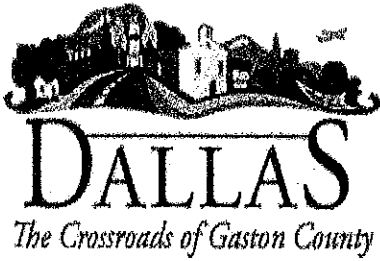
Ms. Shaina Clemmer has submitted a Special Event Application for “American Market Days” on Saturday, June 5, 2021. The event would showcase vendors with handmade crafts and products. Ms. Clemmer plans to charge a vendor fee that would be donated to the Katelyn Self Scholarship fund at North Gaston High School and the Town of Dallas Recreation Program.

She is requesting that the 100 blocks of N. Holland and W. Main Streets be closed between 7:30 am and 4:00 pm. The event would be held from 9:00 am until 3:00 pm. Vendors would use generators if they need a power source. She is requesting 5 trash cans and 5 recycle containers. Security would be provided by the Gaston County Sheriff’s Department.

Attached is the application for review.

MANAGER RECOMMENDATION: Approve the “American Market Days” Special Event Request as presented, contingent upon continued lifting of outdoor COVID-19 restrictions.

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

Name of Event:	American Market Days		
Facility Requested:	N Holland st + W main st (100 Block of each)		
Applicant Name:	Shaina Clemmer		
Organization:			
Mailing Address:	203 Dayton Rd		
City / State / Zip:	Dallas, NC, 28034		
Daytime Phone:	704-214-3737	Cell:	
		E-Mail:	
Description of the Event:	Bring Community together, with a day of shopping + supporting local businesses. While promoting businesses downtown Dallas being within walking distance of event. Vendors would set up booths to sell products that are handmade, vintage, clothing, food, home goods etc.		
Does the event have a Facebook, Twitter, or other social networking page:	It will when approved		
If yes, please list URL(s):			
Date (s) Requested for Event:	6/15/21 6/15/21		
Event Start Time:	9 AM	Event End Time:	5 PM - 3:30 PM
Road Closure Time Begins (if applicable):	7:30 AM	Road Closure Time Ends:	3:30 PM 4:00 PM
Set Up Begins:	7:30 AM	Set Up Ends:	9 AM
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	50 people		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			
An application would be required to see if vendor meets goals/atmosphere of market. A fee of \$40.00/per vendor would be required to be filled.			

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.

* monies made from vendor fees will be donated to the Katelyn Self Scholarship Fund at North Gaston High. Funds will also be donated to Town of Dallas Rec. Dept.

TENTS / CANOPIES / MEMBRANE STRUCTURES

Will tents/canopies/membrane structures be used for events? Yes No (if no proceed to next section.)

# of Canopies		(fabric structure that is open without sidewalls on 75% or more of perimeter)
# of Tents		(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)
# of Membrane structures		(air supported or air inflated structure)
Other type of structure (provide description)		

Notes *Tents would be based on Vendor preference.*

VOICE / MUSIC AMPLIFICATION

Are there any musical entertainment features related to your event? Yes No (if no proceed to next section.)

If yes, state the number of stages, number of bands and type of music:

Number of stages: Number of Bands:

Type(s) of music:

Will your event use amplified sound: Yes No

If yes, please indicate times: Start Time: Finish Time:

Will sound checks be conducted prior to the event? Yes No

If yes, please indicate times: Start Time: Finish Time:

* 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? Yes No

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.

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

Will there be any fireworks, lasers, torches, candles or pyrotechnics? Yes No

Will generators or electrical power be used? Yes No *It's needed by vendors*

If yes, provide electrical load data and location of connection. In the case of extraordinary use or hookups, fees may apply.

RIDES / ATTRACTIONS

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 The Department of Labor.

VENDORS

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

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) *Possibly based on vendors entering event.*

Vendor	Cooking Method	Food Item
<i>Pelicans</i>	<i>Grill</i>	<i>Boston Butts Shared Ice</i>

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 event.

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

VENDOR NAME	ADDRESS	PHONE NUMBER (S)
<i>Unknown as vendors not aware of event due to being approved</i>		

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
<i>6/12</i>	<i>7:30 AM</i>	<i>Set up</i>	<i>1.5 time frame</i>
<i>6/12</i>	<i>5 PM</i>	<i>Break down</i>	<i>1.5 time frame</i>

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 ALL 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 and the surrounding area. The plan should include the following information:

- 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; generators and fuel storage.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.

ROUTE AND TRAFFIC PLAN

<input type="checkbox"/> PARADE (Includes floats, vehicles, and persons)	<input type="checkbox"/> BICYCLES
<input type="checkbox"/> MARCH OR WALK (persons only)	<input type="checkbox"/> FOOT RACE
<input type="checkbox"/> VEHICLES ONLY (Includes motorcycles)	
<input checked="" type="checkbox"/> OTHER (Description: <u>Market, Persons only/walk -bren</u>)	
Number of Persons: <input type="text"/>	% Children: <input type="text"/>
Number of Vehicles: <input type="text"/>	Vehicle Types: <input type="text"/>
Number of Animals: <input type="text"/>	Kinds: <input type="text"/>
<p>DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).</p>	

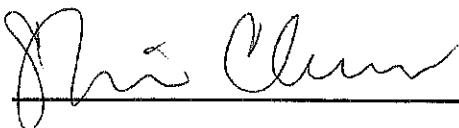
ROAD CLOSURES

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

- 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.).

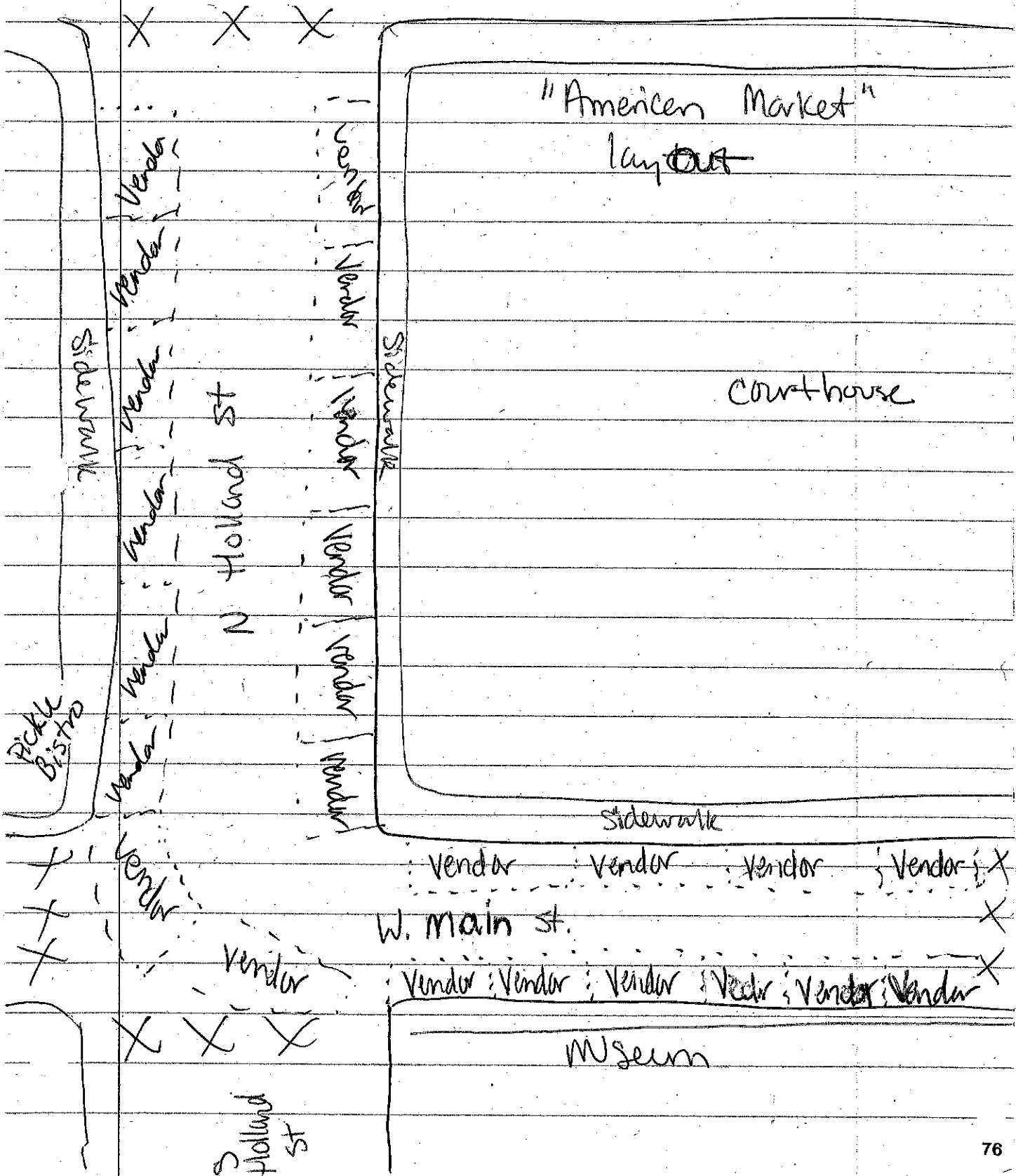
Please Note: All road closure requests will be strictly reviewed by the Town of Dallas. Approval, denial, or modification of all road closure requests are at the sole discretion of the Town of Dallas. The Town has final discretion over your Route and Traffic Plan including, but not limited to the route, 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.

Applicant's Signature:  Date: 3/20/21

- Vendor sections will be numbered and assigned
- Vendors will be allowed to set up only on road area not grass
- Approximately 20-25 vendors will line the streets assigned

W Trade St.



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: 1028 Rosewood Drive Annexation Petition

AGENDA ITEM NO. 8D

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

An Annexation Petition was submitted April 30, 2021 by William M. Moore of Moore and Seagle Holdings, LLC on behalf of property owners, Jerry and Lynn Campbell. The property located at 1028 Rosewood Dr., further identified as Gaston County Parcel #17150, is considered contiguous to Town limits and consists of 17.083 acres.

The petitioners are requesting annexation as R-6 residential, for the development of a single-family subdivision.

In order to proceed with the request, the Board of Aldermen must direct Staff to investigate the sufficiency of the petition.

MANAGER RECOMMENDATION: Direct Staff to investigate the sufficiency of the annexation petition.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____

Contiguous

Non-Contiguous

DATE: March 16, 2021

FEE: \$500.00

Current Property Use: Residential Requested Zoning: R-6

Planned Property Use: Single Family Subdivision

To the Board of Aldermen of the Town of Dallas:

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

1028 Rosewood Drive, DALLAS, NC 28034, further identified as

parcel ID # 171850, be annexed to the Town of Dallas.

Print owner name(s) and information:

Name Jerry & Lynn Campbell Phone 7048600096

Address 1028 Rosewood Drive

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Attachments included with Petition:

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$500 Fee

Owner's Signature: Jerry Campbell Date: 03-18-2021

Owner's Signature: Lynn Campbell Date: 03-18-2021

Owner's Signature: _____ Date: _____

Received By: _____ Date: _____

BK 2708 PG 809

GASTON COUNTY NC 01/30/97

\$195.00



Real Estate
Excise Tax

TIME 2:02
BOOK 2708
PAGE 809
FILED 9-30-97

FIELD 14.00
REVENUE 193.00
ROYAL 209.00
CHECK 235.00
CHANGE 26.00

Excise Tax 195.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 09/30/97 13 14102 0001 0137
Verified by County on the day of
by

Mail after recording to Grantee

This instrument was prepared by Richard D. Laws

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25th day of September, 1997, by and between

GRANTOR

GRANTEE

Mary Sue S. Cooke and husband,
Steve Cooke; and Mary S. Cooke,
Executrix of the estate of Edna
Lineberry

Jerry W. Campbell and
wife, John Y. Campbell
1021 Rosewood Drive
Dallas, NC 28034

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Dallas, Dallas Township, Gaston County, North Carolina and more particularly described as follows:

TRACT 1:

BEGINNING at an iron in the western margin of Rosewood Drive (SR 2271), northeast corner of the property of Beverly W. Farrar as described in Book 1010 at Page 259, said point of Beginning being approximately 180 feet in a northerly direction from the intersection of the center lines of SR 2271 and 2272, and running thence with Farrar's line, South 61-35-19 West 324.72 feet to an iron; thence North 41-41-32 West 660.71 feet to a new iron in the southern line of the property of Jack C. Ritter; thence with Ritter's line South 88-17-55 East 538.40 feet to an iron, corner with Ronnie D. Smith (Book 1987 at Page 361); thence with Smith's western line South 19-50-00 East 134.24 feet to an iron; thence with Smith's southern line, North 76-01-24 East 94.91 feet to an iron in the western margin of Rosewood Drive (SR 2271); thence with the western margin of Rosewood Drive, South 12-38-51 East 225.00 feet to the point and place of Beginning, and containing 4.50 acres, more or less. The foregoing description is shown as Tract 1 on plat of survey made by Larry R. Ritter, Inc., dated May 25, 1990, revised September 3, 1997.

RECORDING FEE 14.00
REVENUE 195.00

The foregoing property is subject to an easement and access right of way, 20' in width, running along the southern line of said property, the southern line of which is described as follows: BEGINNING at an iron in the western margin of Rosewood Drive, northeast corner of the property of Beverly W. Farrar as described in Book 1010 at Page 259, and running thence with Farrar's line South 61-35-19 West 324.72 feet to an iron.

TRACT 2:

BEGINNING at an iron, common corner of the Grantor, Jack C. Etter (Book 1760 at Pages 702 and 704), Douglas Lepke (Book 2397 at Page 694), and Grover E. Lays (Book 1334 at Page 150), said point of Beginning being situate North 88-17-55 West 741.04 feet from an iron at the northwestern corner of the property of Ronnie D. Smith (Book 1987 at Page 361), and running thence with Ettera' Southern line, South 88-17-55 East 202.64 feet to a new iron; thence South 41-41-32 East 660.71 feet to an iron, corner with Beverly W. Farrar (Book 1010 at Page 259); thence with Farrar's line, South 29-35-19 West 308.00 feet to an iron; thence with the center line of a branch, the following fourteen courses and distances: (1) South 69-51-58 West 46.76 feet; (2) South 11-26-10 West 13.81 feet; (3) South 62-05-06 West 39.21 feet; (4) South 26-03-05 West 48.16 feet; (5) South 51-55-08 West 50.73 feet; (6) South 38-33-23 West 66.50 feet; (7) South 35-46-50 West 61.97 feet; (8) South 41-04-58 West 84.62 feet; (9) South 66-02-28 West 44.60 feet; (10) South 51-47-38 West 93.11 feet; (11) South 65-23-32 West 31.91 feet; (12) South 59-37-03 West 79.29 feet; (13) North 62-17-47 West 33.44 feet; (14) South 81-32-00 West 90.00 feet; thence with the center line of another branch the following five courses and distances: (1) North 07-03-05 East 45.98 feet; (2) North 11-14-09 East 73.29 feet; (3) North 00-32-06 East 55.42 feet; (4) North 10-56-52 East 132.71 feet; (5) North 10-27-04 East 135.03 feet; thence North 74-16-40 West 11.00 feet to an iron; thence North 84-55-34 West 48.00 feet to an iron; thence North 08-19-27 East 736.23 feet to the point and place of Beginning, and containing 12.543 acres. The foregoing property is shown as Tract 2 on plat of survey made by Larry R. Ritter, Inc., dated May 25, 1990, revised September 3, 1997.

Together with an easement, 20' in width, for ingress, egress and regress to Rosewood Drive (SR 2271), the southern line of said easement being described as follows: BEGINNING at an iron in the western margin of Rosewood Drive, northeast corner of the property of Beverly W. Farrar as described in Book 1010 at Page 259, and running thence with Farrar's line, South 61-35-19 West 324.72 feet to an iron.

Being a portion of the property conveyed to the Grantor by deeds recorded in Book 542 at Page 146 and Book 1878 at Page 27, Gaston County Registry. Mary Sue Cooke is also the executrix and sole devisee of the estate of Edna Smith Lindberry (see Estate File No. 97 E 996 in the Office of the Clerk of Superior Court of Gaston County). Mary Sue Cooke and Sue S. Cooke and Sue Smith Cooke and Sue S. Cooke (SIC Deed Book 542, Page 146) are one and the same person.

BM2708PC810

UNRECORDED

BK 2708PG 811

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor in and of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

UNOFFICIAL

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

..... (Corporate Name) (SEAL)

By: President (SEAL)

ATTEST: (SEAL)

..... Secretary (Corporate Seal) (SEAL)

..... (Corporate Name) (SEAL)

By: President (SEAL)

ATTEST: (SEAL)

..... Secretary (Corporate Seal) (SEAL)

USE BLACK INK ONLY

USE BLACK INK ONLY

Mary S. Cooke
Mary S. Cooke (SEAL)

Steve Cooke
Steve Cooke (SEAL)

Mary S. Cooke
Mary S. Cooke, EXECUTOR OF THE
Estate of Edna Linberry (SEAL)

BK2708PG812



NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that Mary-Sue-S. Cooke and Gregory Stava Cooke and Mary S. Cooke, Executrix of the Estate of Ezra Cooke Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of September 1997.

My commission expires: 2/2/98 W. H. Hoy, Jr. Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of
 _____ a North Carolina corporation, and that by authority duly
 given and as the act of the corporation, the foregoing instrument was signed in its name by its
 President, sealed with its corporate seal and attested by _____ as its Secretary.
 Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of
 _____ a North Carolina corporation, and that by authority duly
 given and as the act of the corporation, the foregoing instrument was signed in its name by its
 President, sealed with its corporate seal and attested by _____ as its Secretary.
 Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

The foregoing certificate of W. H. Hoy, Jr.

is hereby certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Shirley A. Brown
Shirley A. Brown REGISTER OF DEEDS FOR _____ COUNTY
 Deputy/Assistant-Register of Deeds.

N. C. Not. Assoc. Form No. 1A (6-1977) - American & Co., Inc., Box 177, Raleigh, N. C. 27602
 Printed by agreement with the N. C. Bar Assoc. - 1997



April 28, 2021

Town of Dallas
Board of Alderman
210 N Holland Street
Dallas, NC 28034

RE: *Annexation Outline Letter*

Dear Board of Aldermen,

We would like to annex parcel # 171850 (see zoning map attached for reference) into the Town of Dallas to achieve the town's R-6 Zoning and also tie into the town's public utilities to supply the proposed development (see development map attached for reference also).

We greatly appreciate your consideration in this matter and look forward to your response.

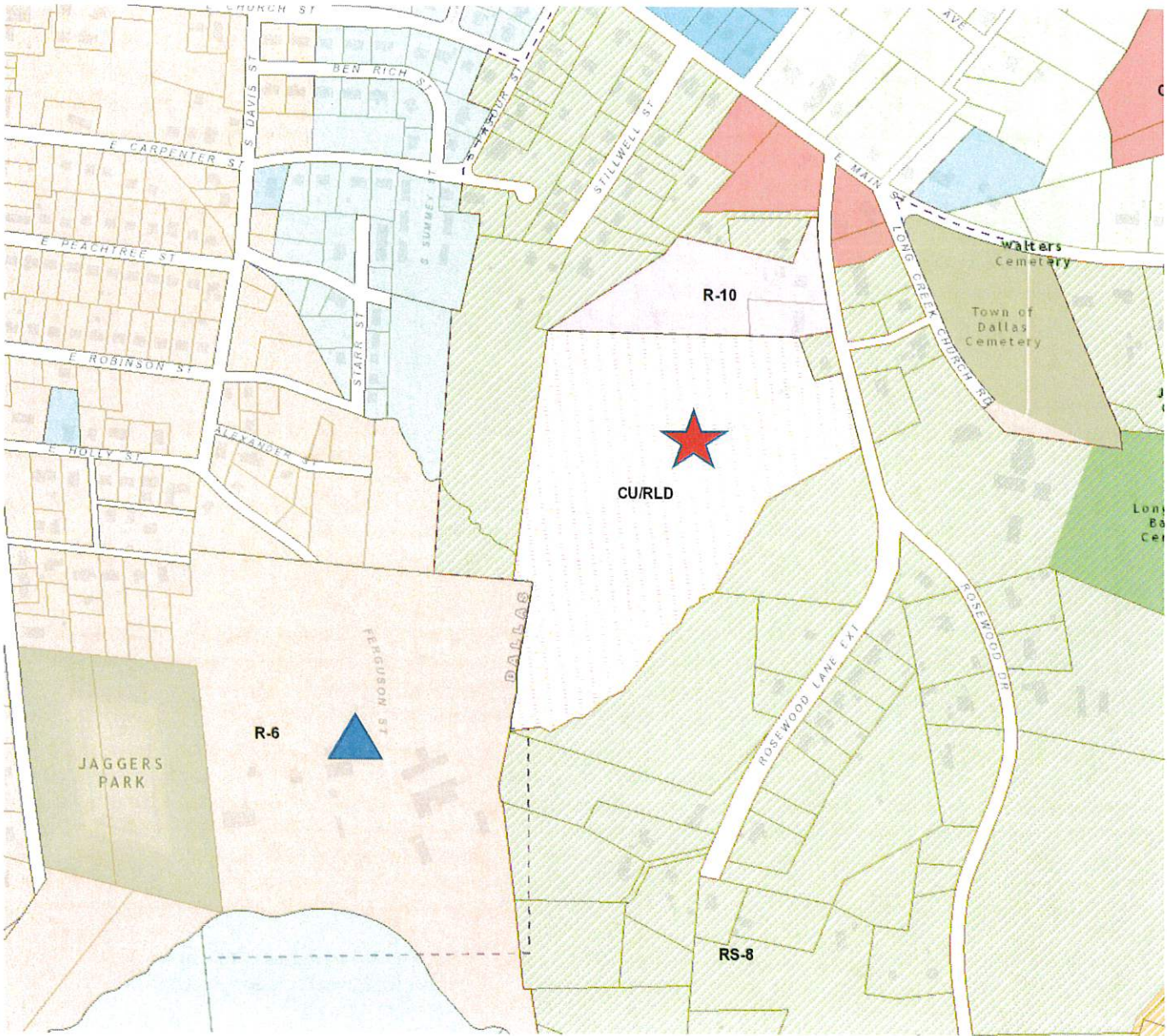
Sincerely,


William M Moore
Moore & Seagle Holdings, LLC


1712 S NC 16 Business Hwy
Stanley, NC 28164
704-249-0922

Abutting Property Owners List **Parcel ID#**

1	<i>Jaime A & Norma M Aristizabal</i>	171852
2	<i>Cloninger Family Properties LLC</i>	171872
3	<i>Robert O & Gail S Breest</i>	171874
4	<i>Town of Dallas</i>	132813
5	<i>Catherine Valentin-Andaluz & Edwin Andaluz</i>	300098
6	<i>Amanda P Spargo</i>	171843
7	<i>Jack C Etter</i>	203226
8	<i>Lowrance McKenny Prop LLC</i>	203227
9	<i>Robert C Smith</i>	171851



 Subject Parcel (Proposed Development)

 Existing R-6 Zoned (Treatment Plant Location)

Existing Zoning Reference Map 1

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Reopening of Town Rental Facilities

AGENDA ITEM NO. 8E

MEETING DATE: 05/11/2021

BACKGROUND INFORMATION:

Based on the current Executive Order No. 209, on April 30, 2021 at 5:00 pm, the mass gatherings restrictions were modified as follows to be in effect until June 1, 2021 at 5:00 pm:

Section 5. Mass Gatherings.

5.1. **Prohibition.** Mass Gatherings are prohibited. “Mass Gathering” means an event or convening which is in a category not otherwise covered by this Executive Order, is not excepted by the following provisions of this Executive Order, and brings together more than one hundred (100) people indoors or more than two hundred (200) people outdoors at the same time in a single confined indoor or outdoor space. In publicly accessible indoor facilities, the Mass Gathering limit applies per room of the facility.

Governor Roy Cooper has publicly stated that if conditions continue to improve, further easing and/or removal of restrictions will take place on June 1, 2021.

In order to comply with Executive Orders and to protect the safety and well-being of the public, the Town is not renting out any indoor or outdoor facilities to the public. If the expected easing and/or removal of restrictions does occur on June 1st as anticipated, rental of Town facilities could be resumed.

Staff is requesting the authority to make the determination to reopen rentals of Town indoor and outdoor facilities, based on further Executive Order guidance expected at the end of May and moving forward.

MANAGER RECOMMENDATION: Direct Staff to resume rentals of indoor and outdoor Town facilities in accordance with forthcoming Executive Order guidance from the Governor’s Office.

BOARD ACTION TAKEN: