

MINUTES FOR BOARD OF ALDERMEN MEETING

November 14, 2023

6:00 PM

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

The following Staff members were present: Maria Stroupe, Town Manager; Brian Finnegan, Development Services Director; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Sarah Ballard, Town Clerk; Tom Hunn, Town Attorney; Earl Withers III, Fire Chief; Lindsey Tysinger, Planner; David Lingafelt, Code Enforcement; and Paul Gibson, Electric Supervisor.

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:

Alderman Milton made a motion to approve the agenda with no additions or deletions, seconded by Alderman Martin and carried unanimously.

Approval of Minutes:

Alderman Cearley motioned to approve the minutes from the October 10th regular meeting and the October 24th work session, seconded by Alderwoman Morrow and it was carried unanimously.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

Dr. Duncan, of Carr Elementary School, presented the six Students of the Month.

Curtis Wilson of 438 S. Gaston Street prayed over the Board of Alderman meeting.

Mike Fields of 1333 Philadelphia Church Road thanked Town Staff for a good Town Halloween event and keeping the Town safe. He announced there would be a Thanksgiving service at Walnut Grove Baptist Sunday at 5pm. Mr. Fields also acknowledged the future Town growth and suggesting increasing the Fire and Police staff.

Consent Agenda:

Item 5A Budget Amendment-Salary Study/One-Time Employee Bonus

The Administration/Personnel sub-committee of the Board of Aldermen met on October 12 to discuss employee compensation and ways to ensure that employee compensation is appropriate. In order to ensure that the Town's salary structure, job descriptions, and Personnel Policy are up to date, the Committee is recommending that a salary study be done that will also include

updating job descriptions and the Personnel Policy. The study will be conducted by The MAPS Group and can be accomplished in time to make necessary adjustments in the upcoming FY2024/25 budget year. Also, the Administration/Personnel Committee is recommending a one-time \$1,000 bonus be paid in January to all full-time employees with over one year of service and a one-time \$300 bonus be paid to all permanent part-time employees and employees with less than one year of service. This bonus recognizes the dedication and service of employees to the Dallas community. Attached is a budget amendment providing for the salary study and for the one-time bonus (Exhibit 5A, 1-2).

Item 5B Budget Amendment-System Development Fees

In July 2017, the North Carolina General Assembly authorized public water and sewer systems to implement system development fees to provide for capital improvements in those systems. These fees must be calculated and prepared by a financial professional or licensed professional engineer. Dallas contracted with Raftelis to complete the analysis required to calculate the initial system development fees for the water and sewer utilities and implemented the fees effective July 1, 2019. Attached is G.S. 162A Article 8, which outlines the development, implementation, and maintenance of system development fees. By statute, these fees must be updated at least every five years. Implementation of these fees would be assessed for any new development and to be used to improve and expand the water and sewer infrastructure as growth occurs. Attached is a budget amendment to appropriate funds for Raftelis to update Dallas's current system development fees, in accordance with NCGS §162A-209(c) (Exhibit 5B, 1-7).

Item 5C Allow Remington Homes Development to Attach to Two Rivers Water

Remington Homes, Inc., developers of seven lots on Robinson Clemmer Road that were annexed into Dallas approximately thirteen years ago, has requested that they be allowed to connect to the City of Gastonia's water line instead of Dallas' water line. Dallas has a water line on Robinson Clemmer Road, but it would require extending a line under Robinson Clemmer Road and looping into Dallas' existing line, while Gastonia's water line runs along Robinson Clemmer Road in front of their lots. They feel the cost to connect to Dallas' water line does not make financial sense for them for only seven lots, when access to Gastonia's water line is so close. Attached is an email from a representative from Remington Homes, Inc. petitioning the Board of Aldermen to be released from attaching to Dallas' water line and allowing them to attach to the City of Gastonia's waterline. The lots will remain in the town limits of Dallas, receive all other Town services, and pay property taxes to Dallas. Only water service would be supplied by the City of Gastonia (Exhibit 5C-1).

Item 5D Permission to Place a Marker at Jagers Park for C.F. Gingles School

Mr. Glenn Bratton has reached out to Board members requesting permission for former students of C.F. Gingles School to be allowed to place a historic marker at Jagers Park in memory of the school. Attached is the request sent by Mr. Bratton (Exhibit 5D-1).

Alderman Milton made a motion to approve all Consent Agenda items, seconded by Alderman Withers and carried unanimously.

Public Hearings:

Item 6A Rezoning Request Z-2023-02 Shepherd's Way Drive

Alderman Cearly made a motion to go into the Public Hearing, seconded by Alderwoman Morrow and carried unanimously.

Adam Morman with Smith Douglas Homes has submitted a rezoning request for Gaston County Parcels #214259, 214260, and 212567 to be rezoned from Residential R-10 and R-1 (Gaston County) to CD-R-5. The applicant has already held a community meeting and TRC with Staff. At their meeting on September 21, the Planning Board voted to send a recommendation to the Board of Aldermen to approve the rezoning request, along with statements of consistency and reasonableness for the rezoning. All supporting documentation for the application is attached, including minutes from the Planning Board meeting and consistency and reasonableness statements. The included site plan reflects revisions based on input from Staff and the Planning Board. This public hearing was advertised as required by North Carolina General Statute 160D-601. Notice of the public hearing was placed in the Gaston Gazette once a week for two successive calendar weeks, on Monday, October 31 and Monday, November 6. Also attached is an ordinance adopting a zoning map amendment/conditional rezoning (Exhibit 6A, 1-34).

After a lengthy discussion between Board, Staff, and residents, the item dies due to lack of motion.

Alderman Martin made a motion to go out of the Public Hearing, seconded by Alderman Milton and carried unanimously.

Old Business:

There was no old business at this time.

New Business:

Item 8A FY 2022-23 Audit Presentation

Auditors from Martin Starnes and Associates will be in attendance to present the Fiscal Year 2022-2023 Independent Auditors' Report.

A representative from Martin Starnes presented the audit to the Board.

Alderman Martin made a motion to approve the audit, seconded by Alderwoman Morrow and carried unanimously.

Item 8B Light Duty/Temporary Duty Policies

Currently, and historically, Dallas has not offered Light Duty or Temporary Duty after a Worker's Compensation injury or a personal illness/injury, as it is difficult to provide those duties consistently in every department. After researching policies at other municipalities, proposed policies have been drafted and are attached. These policies would allow each situation to be evaluated and light/temporary duty offered to employees as warranted, if such duties were available and would be of benefit to the Town. There would be no guarantees of light/temporary

duty. Each situation would be evaluated on a case by case basis. The Administration/Personnel sub-committee of the Board of Aldermen met on October 12 to discuss and review the draft policies. Based on their review, the Administration/Personnel Committee is recommending that these policies be approved and implemented, providing light duty/temporary duty when available and beneficial to the Town (Exhibit 8B, 1-2).

The Town Manager presented the new policies to the Board.

Alderwoman Morrow made a motion to approve the policies, seconded by Alderman Cearley and carried unanimously.

Item 8C No Parking Zones on 100 Block of W. Main Street

With increased traffic and the number of parked vehicles along the 100 block of W. Main St., it has come to the Fire Department's attention that two fire hydrants are often blocked. In order to provide emergency access to these hydrants, Staff is recommending that one parking space in front of each fire hydrant be designated as no parking by painting the parking spaces. Attached are pictures showing the hydrant areas (Exhibit 8C, 1-4).

The Town Manager presented the information and pictures to the showing the hydrant areas.

Alderman Cearley made a motion to approve the no parking zones, seconded by Alderman Milton and carried unanimously.

Item 8D Code Enforcement-Ordinance to Placard 520 E. Robinson Street

The Town of Dallas has received multiple minimum housing complaints regarding the structure at 520 E. Robinson St. After performing on-site inspections in July 2023, Code Enforcement Officer, David Lingafelt, sent a notice to the registered property owner on July 10, 2023. After due notice, an administrative hearing was held on July 26, 2023. The property owner did not attend the hearing. Findings of facts deemed the property a deteriorated dwelling, unfit for human habitation. Findings were sent to property owners on August 24, 2023, with a repair order deadline of September 24, 2023. A Violation History of the property is attached. The property owner has failed to comply with the order and Code Enforcement is seeking Board approval to placard the property. An ordinance has been provided and attached for approval to placard the property (Exhibit 8D, 1-3).

The Town Manager presented the ordinance to the Board.

Alderman Martin made a motion to approve the ordinance, seconded by Alderman Milton, and carried unanimously.

Item 8E Code Enforcement-Ordinance to Close 422 S. Ridge Street

The item was removed from the agenda by the Town Attorney.

Item 8F Annexation Request- Parcel ID #214259 Shepherd's Way

Spencer McNab of BGE, Inc., along with Adam Morman of Smith Douglas Homes, on behalf of Gaston Area Lutheran Fund, Inc., property owner, submitted a voluntary annexation petition on

6/12/2023. The petition was for voluntary contiguous annexation of a portion of Gaston County Parcel #214259 into the Town of Dallas in order to develop the entire property for single family residential. This application was submitted along with rezoning petition Z-2023-02 requesting the Residential R-5 Zoning District. The entire 18.61-acre parcel is highlighted for new residential development in the 2030 Future Land Use Plan. Staff was directed to investigate the sufficiency of the petition to determine if it meets the standards of 160A-31 at the Board of Aldermen Regular Meeting on July 11, 2023. The petition has been deemed sufficient and the Board of Aldermen shall set a public hearing for the annexation of the property, per NCGS §160A-31(c). A rezoning public hearing for the subject property would occur after the property has been annexed. Supporting documentation, including the Certificate of Sufficiency, is attached (Exhibit 8F, 1-14).

The Development Services Director presented the request to the Board.

Alderwoman Morrow made a motion to table the item, seconded by Alderman Martin and carried unanimously.

Item 8G Interlocal Agreement for Construction of Water Infrastructure

Gaston County has sent a draft interlocal agreement for review and approval in reference to the water line project to High Shoals. Staff and the Town Attorney have reviewed the agreement. An agreement must be approved by Gaston County, Town of Dallas, and City of High Shoals to proceed with the permitting process for the project (Exhibit 8G, 1-13).

The Town Manager presented the agreement to the Board for approval.

Alderman Withers made a motion to approve the agreement, seconded by Alderman Martin and carried unanimously.

Manager Report:

The Town Manager gave information to the Board concerning up-coming events.

Alderman Cearley made a motion to adjourn, seconded by Alderwoman Morrow and carried unanimously (7:25).

Rick Coleman, Mayor

Sarah Hamrick Ballard, Town Clerk

**Town of Dallas
Budget Amendment**

EXHIBIT 5A-1

Date: November 14, 2023

Action: Salary Study/Employee Bonus Amendment

Purpose: To Appropriate Funds for a Salary Study and One-Time Employee Bonus

Number: ADM-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0000	Fund Balance	\$495,363	\$535,172	\$39,809
10	4100	0400	Professional Service	\$32,904	\$35,754	\$2,850
10	4100	0201	Bonus	\$2,100	\$2,850	\$750
10	4100	0220	401K Plan	\$3,875	\$3,913	\$38
10	4100	0250	Social Security	\$5,450	\$5,497	\$47
10	4100	0251	Medicare	\$1,275	\$1,286	\$11
10	4100	0260	Retirement	\$9,958	\$10,055	\$97
10	4110	0201	Bonus	\$2,850	\$4,850	\$2,000
10	4110	0220	401K Plan	\$7,135	\$7,235	\$100
10	4110	0250	Social Security	\$8,848	\$8,972	\$124
10	4110	0251	Medicare	\$2,070	\$2,099	\$29
10	4110	0260	Retirement	\$18,337	\$18,594	\$257
10	5100	0201	Bonus	\$36,650	\$54,850	\$18,200
10	5100	0220	401K Plan	\$7,275	\$7,375	\$100
10	5100	0221	Mandatory 401K	\$59,391	\$60,171	\$780
10	5100	0250	Social Security	\$83,902	\$85,031	\$1,129
10	5100	0251	Medicare	\$19,623	\$19,887	\$264
10	5100	0260	Retirement	\$179,511	\$181,959	\$2,448
10	5200	0201	Bonus	\$21,100	\$21,700	\$600
10	5200	0250	Social Security	\$13,786	\$13,824	\$38
10	5200	0251	Medicare	\$3,225	\$3,234	\$9
10	5600	0201	Bonus	\$10,125	\$13,925	\$3,800
10	5600	0220	401K Plan	\$11,330	\$11,505	\$175
10	5600	0250	Social Security	\$14,684	\$14,920	\$236
10	5600	0251	Medicare	\$3,286	\$3,342	\$56
10	5600	0260	Retirement	\$29,116	\$29,566	\$450
10	5700	0201	Bonus	\$3,100	\$4,400	\$1,300
10	5700	0220	401K Plan	\$6,154	\$6,219	\$65
10	5700	0250	Social Security	\$8,508	\$8,589	\$81
10	5700	0251	Medicare	\$1,990	\$2,009	\$19

EXHIBIT 5A-2

10	5700	0260	Retirement	\$15,816		
10	5800	0201	Bonus	\$8,050		
10	5800	0220	401K Plan	\$8,374		
10	5800	0250	Social Security	\$11,411		
10	5800	0251	Medicare	\$2,668	\$2,711	\$43
10	5800	0260	Retirement	\$21,520	\$21,855	\$335
20	3999	0000	Fund Balance	\$618,555	\$641,933	\$23,378
20	8100	0400	Professional Service	\$68,916	\$74,016	\$5,100
20	8100	0201	Bonus	\$29,750	\$38,775	\$9,025
20	8100	0220	401K Plan	\$33,483	\$33,927	\$444
20	8100	0250	Social Security	\$42,425	\$42,985	\$560
20	8100	0251	Medicare	\$9,922	\$10,053	\$131
20	8100	0260	Retirement	\$86,051	\$87,192	\$1,141
20	8200	0201	Bonus	\$11,150	\$14,750	\$3,600
20	8200	0220	401K Plan	\$14,066	\$14,231	\$165
20	8200	0250	Social Security	\$19,339	\$19,563	\$224
20	8200	0251	Medicare	\$4,523	\$4,576	\$53
20	8200	0260	Retirement	\$36,150	\$36,575	\$425
20	8300	0201	Bonus	\$4,300	\$6,300	\$2,000
20	8300	0220	401K Plan	\$6,876	\$6,976	\$100
20	8300	0250	Social Security	\$9,123	\$9,247	\$124
20	8300	0251	Medicare	\$2,134	\$2,163	\$29
20	8300	0260	Retirement	\$17,671	\$17,928	\$257
30	3999	0000	Fund Balance	\$178,731	\$202,430	\$23,699
30	8500	0400	Professional Service	\$96,974	\$103,724	\$6,750
30	8500	0201	Bonus	\$36,275	\$49,800	\$13,525
30	8500	0220	401K Plan	\$53,543	\$54,212	\$669
30	8500	0250	Social Security	\$66,392	\$67,231	\$839
30	8500	0251	Medicare	\$15,528	\$15,725	\$197
30	8500	0260	Retirement	\$137,604	\$139,323	\$1,719
40	3999	0000	Fund Balance	\$0	\$678	\$678
40	7100	0400	Professional Service	\$12,082	\$12,382	\$300
40	7100	0201	Bonus	\$1,350	\$1,650	\$300
40	7100	0220	401K Plan	\$2,684	\$2,699	\$15
40	7100	0250	Social Security	\$3,328	\$3,347	\$19
40	7100	0251	Medicare	\$779	\$784	\$5
40	7100	0260	Retirement	\$6,896	\$6,935	\$39

Approval Signature

(Town Manager)

Article 8.

System Development Fees.

§ 162A-200. Short title.

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act." (2017-138, s. 1.)

§ 162A-201. Definitions.

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
 - a. The subdivision of land.
 - b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
 - c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit, including water or sewer service provided pursuant to a wholesale arrangement between a water and sewer authority organized under Article 1 of Chapter 162A of the General Statutes and a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.

- (9) System development fee. – A charge or assessment for service, including service provided pursuant to a wholesale arrangement between a water and sewer authority organized under Article 1 of Chapter 162A of the General Statutes and a local governmental unit, imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:
- a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
 - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
 - c. Availability charges.
 - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
 - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205. (2017-138, s. 1; 2021-76, s. 1.)

§ 162A-202: Reserved for future codification purposes.

§ 162A-203. Authorization of system development fee.

- (a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.
- (b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018. (2017-138, s. 1.)

§ 162A-204: Reserved for future codification purposes.

§ 162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted

- accounting, engineering, and planning methodologies to determine system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
 - (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
 - (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
 - (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
 - (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
 - (7) Covers a planning horizon of not less than five years nor more than 20 years.
 - (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.
 - (9) Uses the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering or planning purposes for water or sewer, as appropriate, in calculating the system development fee. (2017-138, s. 1; 2018-34, s. 1(a); 2021-76, s. 2.)

§ 162A-206: Reserved for future codification purposes.

§ 162A-207. Minimum requirements.

(a) **Maximum.** – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) **Revenue Credit.** – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) **Construction or Contributions Credit.** – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for capital improvements on-site or to connect new development to facilities. (2017-138, s. 1; 2021-76, s. 3.)

§ 162A-208: Reserved for future codification purposes.

§ 162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years. (2017-138, s. 1.)

§ 162A-210: Reserved for future codification purposes.

§ 162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

- (1) Costs of constructing capital improvements including, and limited to, any of the following:
 - a. Construction contract prices.
 - b. Surveying and engineering fees.
 - c. Land acquisition cost.
 - d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.
- (2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.
- (3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(a1) Revenue from system development fees calculated using the combined cost method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with this section.

(d) Except as otherwise provided in subsection (e) of this section, system development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

(e) If and to the extent that revenues derived from system development fees are pledged to secure revenue bonds or notes issued by a local governmental unit under the provisions of Article 5 of Chapter 159 of the General Statutes, such revenues may be deposited in such funds, accounts or subaccounts, and applied in such manner, as set forth in the bond order, resolution, trust agreement or similar instrument authorizing and securing such bonds or notes until all such revenue bonds or notes are no longer outstanding. (2017-138, s. 1; 2018-34, s. 2(a); 2020-61, s. 3(a).)

§ 162A-212: Reserved for future codification purposes.

§ 162A-213. Time for collection of system development fees.

(a) Land Subdivision. – For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit at the later of either of the following:

- (1) The time of application for a building permit.
- (2) When water or sewer service is committed by the local governmental unit.

(b) Other New Development. – For all other new development, the local governmental unit shall collect the system development fee at the earlier of either of the following:

- (1) The time of application for connection of the individual unit of development to the service or facilities.
- (2) When water or sewer service is committed by the local governmental unit.

(c) If the system development fee is collected under subdivision (a)(1) of this section and the local governmental unit that charges or assesses the system development fee is different from the local governmental unit that issues the building permit, the local governmental unit issuing the building permit shall require proof of collection of the system development fee prior to issuance of the building permit.

(d) No system development fee shall be charged or assessed with respect to any new development for which a system development fee under this Article has been collected at the time of plat recordation involving the subdivision of land and the amount of capacity associated with that payment of the system development fee has not increased at the time of application for the building permit. If the amount of capacity is increased at the time of application for a building permit, then a system development fee may be charged for the difference in the amount of the increased capacity minus the system development fee previously paid under this Article. (2017-138, s. 1; 2018-34, s. 3(a); 2020-61, ss. 1(a)-(d), 2(a).)

§ 162A-214: Reserved for future codification purposes.

§ 162A-215. Narrow construction.

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development. (2017-138, s. 1.)

**Town of Dallas
Budget Amendment**

EXHIBIT 5B-7

Date: November 14, 2023

Action: Water/Sewer Fund Amendment

Purpose: To Appropriate Funds to Update System Development Fees

Number: WS-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	8100	0400	Professional Service	\$74,016	\$104,016	\$30,000
20	3999	0000	Fund Balance Appropriated	\$641,933	\$671,933	\$30,000

Approval Signature
(Town Manager)

Maria Stroupe

From: donb@remingtonhomesinc.com
Sent: Monday, November 6, 2023 10:28 AM
To: mstroupe@dallasnc.net
Subject: FW: Petition for Release

EXHIBIT 5C-1

Good morning.

I have spoken with Bill Trudnak, director of Public Works for the city of Dallas, and with Jason Wallace, Water Sewer engineer with the city of Gastonia. Both of them are in understanding of this petition.

I, as a representative of Remington Homes, would like to petition to the Dallas board that our lots on Robinson Clemmer Rd (223, 229, 237, 241, 245, 249, & 253 Robinson Clemmer Rd) be released from the city of Dallas water utilities requirement and allow us to tap into the city Gastonia water line that services these lots. The city of Gastonia has a water line that runs in front of all of these lots. It would be cost prohibitive for us to extend the Dallas water line under Robinson Clemmer Rd and loop back into the Dallas water line.

Feel free to reach out to myself at the number below, or directly to the CEO William Courter @ 704-506-0336 with any questions. We will also be attending the board meeting at 6pm on November 7th. Thank you for your time.

Don Bucholz
Remington Homes, Inc
12467 Ritchie Rd
Midland, NC 28107

C:980-288-9402

*Trust in the Lord with all your heart and lean not on your own understanding;
in all your ways submit to him, and he will make your paths straight. Proverbs 3:5-6*

Town of Dallas Zoning Map Amendment (Rezoning)

Town of Dallas
Development Services Department
210 N. Holland Street
Dallas, NC 28034
Phone (704) 922-3176, Fax (704) 922-4701

This application must be filed at least thirty (30) days prior to the next scheduled Planning Board Meeting. The application may be submitted in-person, via mail, or digitally to the Town of Dallas Development Services Department at 210 N. Holland Street, Dallas, NC 28034, dallasplanning@dallasnc.net. Application shall not be deemed complete until the necessary fee, as defined in the Town of Dallas Fee Schedule, and all required documents are received.

Conventional Submittals:

- A. Completed application
- B. Fee as described in the Town of Dallas Fee Schedule
- C. Letter of intent – reason for map amendment
- D. Adjacent Property Owner List – provide a copy of addresses for all property owners within 500 feet of the site. The Town will use this list for Public Hearing Notices

Conditional Submittals:

- A. Completed application
- B. Fee as described in the Town of Dallas Fee Schedule
- C. Letter of intent – reason for map amendment
- D. Adjacent Property Owner List – provide a copy of addresses for all property owners within 500 feet of the site. The Town will use this list for Public Hearing Notices.
- E. 3 copies of Concept Plan along with digital submittal (drawn to scale by architect, landscape architect, professional surveyor, or engineer licensed in North Carolina).
 - a. Concept Plans shall not be accepted if they do not meet the requirements found in 153.072
- F. Traffic Impact Analysis, if required. Refer to Town of Dallas Street and Traffic Standards Policy
- G. Authorized agent verification letter, if applicant is different from the property owner

Town of Dallas Zoning Map Amendment (Rezoning)

EXHIBIT 6A-2

Physical Property Address 0 Shepherds Way Drive

Tax Parcel Numbers 214259, 214260, and 212567 Lot Size +/- 61.83 AC

Current Zoning R-1 (Gaston County)

Requested Zoning R-5

Conventional Conditional

Property Owner(s) Gaston Area Lutheran Foundation, Inc - Representative: George Rhyne

Owners Address 916 S. Marietta St. Gastonia, NC 28054

Phone Number 704-922-8124
(attach separate sheet if necessary)

Email Address georgerhyne1021@gmail.com

If different than owner:

Applicant Name Smith Douglas Homes - Representative: Adam Morman

Applicant Address P.O. Box 311 Midland, NC 28107

Phone Number 240-575-4320
(attach separate sheet if necessary)

Email Address amorman@smithdouglas.com

Signature of Applicant DocuSigned by:
Adam Morman
5C1868288AFA456...

Signature of Owner DocuSigned by:
George Rhyne
E304E3FEA49F4D4...

Staff Only:

Date of completed application _____

Received by _____

Planning Board Meeting Date _____

Public Hearing Meeting Date _____

August 30, 2023

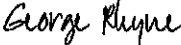
Town of Dallas Development Services
210 N. Holland St
Dallas, NC 28034-1625

RE: Shepherds Way Subdivision
0 Shepherds Way Drive
PID #s 214259, 212567, 214260

Dear Town of Dallas Development Services,

I George Rhyne representative of Gaston Area Lutheran Foundation Inc. (Property owners of parcel #s 214259, 212567, and 214260), would like to submit this letter as permission for Smith Douglas Homes (dba; SDH Charlotte, LLC) to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner / Representative to the Town of Dallas, NCDOT, and NCDEQ.

Sincerely,

DocuSigned by:

E304E3FEA4BF4D4

Representative, Gaston Area Lutheran Foundation, Inc.

Name: George Rhyne

Date: 8/30/2023

SHEPHERDS WAY
DALLAS COUNTY, TEXAS
Z-2003-02

SMITH DODD & ASSOCIATES
11111 W. HIGHTWAY 175, SUITE 200
DALLAS, TEXAS 75244
PHONE: (214) 343-1111
FAX: (214) 343-1112

BC&A
BROWN CALDWELL & ASSOCIATES
11111 W. HIGHTWAY 175, SUITE 200
DALLAS, TEXAS 75244
PHONE: (214) 343-1111
FAX: (214) 343-1112

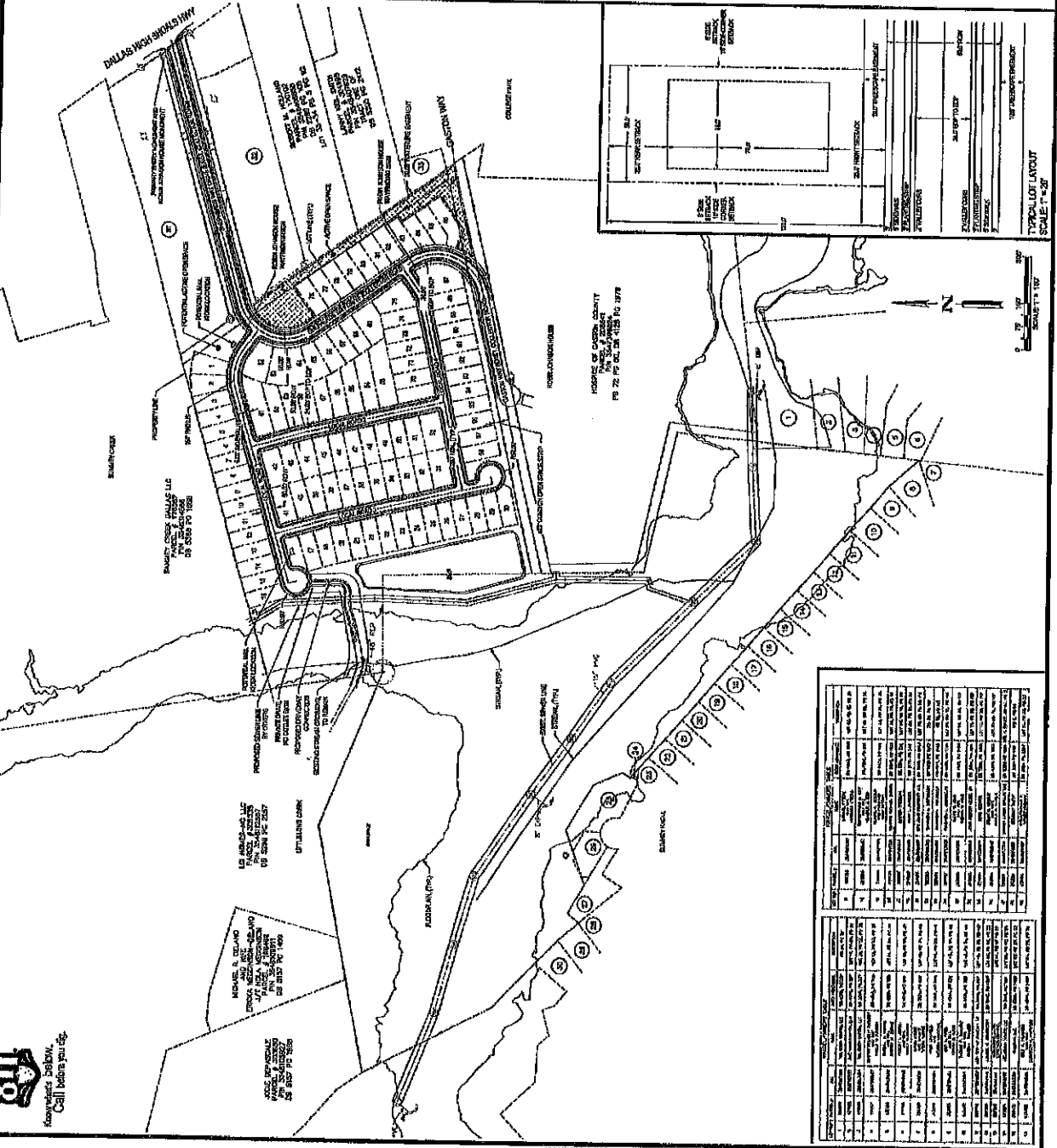
NO.	DATE	DESCRIPTION
1	11/15/02	PRELIMINARY PLAN
2	12/10/02	FINAL PLAN

GENERAL NOTES:

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL UTILITIES AND INFRASTRUCTURE.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL PAVING AND CURBS.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL FENCING AND SECURITY.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LIGHTING.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LANDSCAPING.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SIGNAGE.
8. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL UTILITIES AND INFRASTRUCTURE.
9. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL PAVING AND CURBS.
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL FENCING AND SECURITY.
11. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LIGHTING.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LANDSCAPING.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SIGNAGE.
14. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL UTILITIES AND INFRASTRUCTURE.
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17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LIGHTING.
18. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LANDSCAPING.
19. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL SIGNAGE.
20. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL UTILITIES AND INFRASTRUCTURE.

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/15/02	PRELIMINARY PLAN
2	12/10/02	FINAL PLAN



NO.	DATE	DESCRIPTION
1	11/15/02	PRELIMINARY PLAN
2	12/10/02	FINAL PLAN



Staff Report

Zoning Map Amendment Petition: Z-2023-02

Applicant: Adam Morman, Smith Douglas Homes

Authorized Agent: Smith Douglas Homes

Property: Parcels 214259, 214260, 212567

Owner: Gaston Area Lutheran Foundation, Inc.

Current Zoning District:

R-10	
Front/Rear Setbacks	35 feet
Side Setbacks	10 feet
Minimum Lot Area	10,000sq feet
Minimum Lot Width	80 feet

Requested Zoning District:

Conditional District R-5	
Front/Rear Setbacks	25 feet
Side Setbacks	8 feet
Minimum Lot Area	5,500sq feet
Minimum Lot Width	50 feet

Proposed Development: Smith Douglas is petitioning to rezone the subject properties, proposing to build a maximum of 106 single family detached houses concentrated on the eastern portion of the site.

General Location: The proposed development is located on Gaston County Parcels 212567, 214259, and 214260 located in the northwest section of town. The primary access point for these properties Shepherd's Way Drive off Dallas High Shoals Highway. The site is bordered by Summey Creek and Little Long Creek Developments to the north and west, Summey Knoll Subdivision to the southwest, The Robin Johnson Hospice House to the south, and low density residential to the east.

Area Zoning Map



Staff Analysis: The majority of the property is located within the town limits within the Residential R-10 zoning district. There are two small areas of the site which are outside town limits, both assigned Gaston County Residential R-1 density. The applicant is also requesting to bring these sections of the site into the town under annexation petition A-2023-01.

This project is consistent with the overall growth and development in the area. It is adjacent to the Summey Knoll subdivision to the south, and adjacent to the future residential developments Little Long Creek and Summey Creek to the north. However, even with the close proximity there will be no connectivity to either area due to the larger amount of coverage from the Special Flood Hazard Area (SFHA). Any development within the designated SFHA requires floodproofing and, in many cases, a full flood study showing no impact to area flood height.

Floodplain Coverage



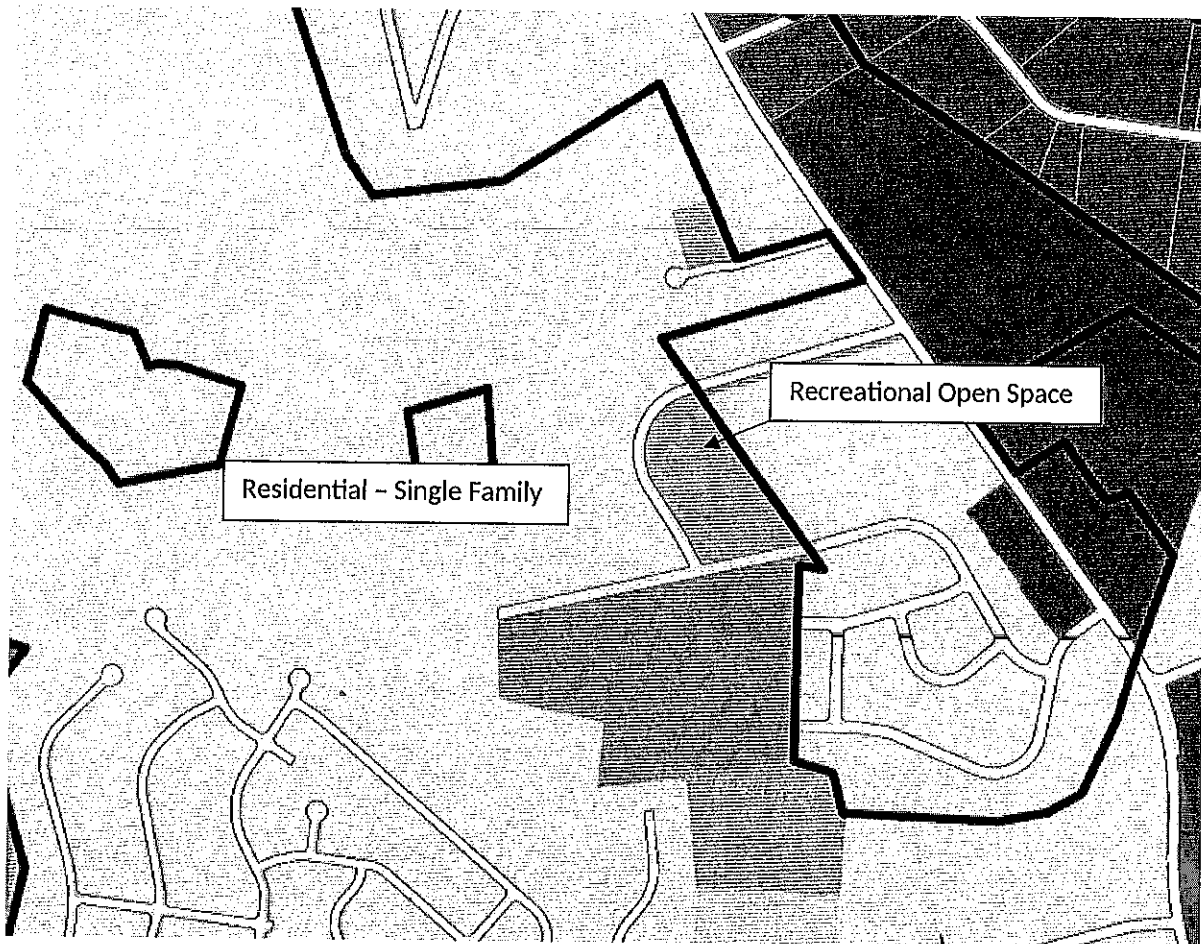
Regarding the Robin Johnson Hospice House. In this instance, connectivity may have been less desirable to mitigate higher traffic impacting the hospice house. The proposed single-family development is a low impact development to the area, and the applicant's decision to go with a conditional district shows what type of housing will be in the area and eliminates the possibility for higher density housing such as apartments and townhouses.

This area off Dallas High Shoals Highway is experiencing heavy development, and traffic impact needs to be taken into consideration. There are offsite improvements from the Little Long Creek and Summey

Creek developments north of this project. The applicant has prepared a Technical Transportation Memorandum (TTA). Per the TTA traffic counts will be relatively low and not cross the threshold established in the Town's policy requiring a full Traffic Impact Analysis.

Comprehensive Land Use Plan: The proposed development is consistent with the Town's adopted 2030 Comprehensive Land Use Plan. On the Future Land Use Map the site is located within the Residential-Single Family and Recreational Open Space categories. With the large dedicated Open Space area left undisturbed the project is consistent with the Town's desired growth in this area.

Future Land Use Map 1



Staff Recommendation: After discussions with the developer and review of the site, staff recommends approve the petition as presented on the current revised plan. The single family residential will be low impact on the surrounding areas and provide much needed additional housing to the community.

**Minutes
Town of Dallas
Planning Board
Meeting of September 21, 2023**

The meeting was called to order at 6:30 pm by Chairman Wilson.

Members present: Curtis Wilson - Chairman, Reid Simms, Troy Traversie, Glenn Bratton, Thomas Smith, and John O'Daly.

Also present: Brian Finnegan — Development Services Director, Adam Morman – Smith Douglas Homes, Joe Padilla – Smith Douglas Homes, Spencer McNab – BGE, and Joe Griffin—Citizen

Approval of Agenda: A motion was made to approve the agenda by O'Daly, seconded by Bratton, and the motion passed unanimously.

Approval of Minutes: A motion to approve the August 17, 2023 minutes with corrections made by Bratton, seconded by Smith, and the motion passed unanimously.

Old Business:

A) Rezoning of Shepherd's Way – Z-2023-02

Finnegan introduced the petition by informing the Board the applicant has altered the original request and the petition is now requesting CD-R-5. At the previous meeting the Board asked for more information about the surrounding area, and in response to this Finnegan showed the offsite traffic improvements required from the neighboring development as well as a more detailed map showing the floodplain coverage on the subject site.

Padilla and McNab presented the updated application and site plan for the proposed development. Morman went over the monotony rule and the elevation choices that Smith Douglas offers. The developers mentioned they are working with hospice to potentially upgrade and expand the wayfinding signage for the facility.

Bratton asked what was going in the active open space on the east side of the development. Padilla explained it was yet to be determined until they know more about the customer base for this project. They don't want to propose a tot lot if they are seeing mostly retired homebuyers with no small children.

Simms asked if the existing Shepherd's Way Dr was going to be dug up and completely removed. Morman responded saying it would and that there are no existing utilities in the ROW now, so to install the required utilities the existing road would have to be removed and repaired anyway.

Much of the discussion centered around traffic flow and access points. Concern was raised about distressed family members find their way through a residential community to reach the hospice house. Additionally, there was concern about free flow traffic to Gaston Way. Finnegan pointed out the public safety departments had no objects to the street layout as proposed given the main route was on collector roads. Padilla mentioned the possibility of changing the Gaston Way connection to a gated emergency access point. Ultimately it was decided the main collector road would be rerouted to create a more direct route to the hospice house from Shepherd's Way, and if the second access point is needed then it will be equipped with the emergency gate with knocks box.

Finnegan presented the notes from a previous meeting with Faro. Developers agreed street signs will meet NCDOT standards and are willing to discuss potential utility line upgrades per Town policy. Some additional points were added to the list of conditions and allowances.

O'Daly wanted to ensure front facades would not be identical and proposed a certain percentage of the houses in the community have masonry water tables. There was also discussion about having a minimum number of material types per house. Ultimately it was decided to go with 40% of houses in the community will have a masonry water table on the front façade.

Finnegan read the list of allowances and conditions. The list included:

- Relief from minimum block length from 400ft to 250ft where driveway access was only on one side of the street
- Valley curb throughout
- Open Space requirement a minimum of 1 acre with an overall increase of passive open space from 15% to near 70%
- Any access to Gaston Way will have an emergency gate with knock box
- Monotony rule for front facades as presented in the application
- 40% of homes in the community will have masonry water tables on the front façade
- If remaining the cul de sac on the east side of the development will have ROW designation extended to property line with "future road" signage installed
- Private road re-alignment will be installed with equal infrastructure of existing private drive or better
- Signage for private drive will be installed at connection point in cul de sac
- All street trees in the community will be maintained by the HOA
- Wayfinding for hospice will be installed throughout and included in street sign requirements

O'Daly made a motion to send a recommendation to approve the rezoning petition with the site plan alterations discussed in the meeting and list of conditions and allowances to the Board of Aldermen with the following statements of consistency and reasonableness:

STATEMENTS OF CONSISTENCY AND REASONABLENESS FOR ZONING MAP AMENDMENT

The proposed rezoning from R-10 zoning district to CD R-5 is consistent with the 2030 Comprehensive Land Use Plan. The property is located within a single-family residential area on the future land use plan with opportunity to develop single-family attached and multi-family housing. There is also R-5 in the surrounding area and this will increase development potential of the property and is therefore a reasonable request and in the Town's best interest.

Bratton seconded, and the motion carried unanimously.

B) Annexation of Portion of Shepherd's Way – A-2023-01

A brief review of the annexation petition was given since it is in conjunction with the rezoning petition but no official action was needed on this item. No questions or concerns for annexation were raised.

Finnegan stated that annexation clean-up was a part of the Rezoning Proposal. There was a brief discussion but no questions or concerns were raised.

There was no new business on this agenda

Staff Report

Finnegan pointed out that each member was provided a print out on variances and that there will be a staff presentation to review findings and procedures at either the October or November regular meeting.

Adjournment

Having no further business, a motion to adjourn was made by Bratton, seconded by Simms, and the motion passed unanimously. The meeting adjourned at 8:07pm.

Brian Finnegan, Development Services Director

Curtis Wilson, Chairman

DRAFT



August 28, 2023

RE: Shepherds Way Drive – Community Notification and Meeting

Dear Dallas Neighbor,

On behalf of Smith Douglas Homes (the “Petitioner”), we are providing this letter to the property owners in the vicinity of our proposed rezoning of approximately 61.84 acres, generally located west of Dallas High Shoals Hwy along both sides of Shepherds Way Drive and at the dead end of Gaston Way. The rezoning will be to R-5 Conditional with the intent of developing a single-family neighborhood. We would like to extend an invite to a meeting to discuss the proposed development. The Town of Dallas Planning and Zoning Department’s records indicate that you are either a representative of a registered neighborhood organization or an owner of property that adjoins or is near our Site.

The rezoning includes of Tax Parcels # 214259, 212567 and 214260. Included is a vicinity map of the area we are rezoning with the parcel number, adjacent parcel numbers, and acreage for reference.

This Neighborhood Meeting will be held nearby and after working hours to provide flexibility in attendance. We invite you to attend the Neighborhood Meeting on **Tuesday, September 12th at 5:30 PM**. The meeting will be held at the **Town of Dallas Civic Building at 206 S Oakland St. Dallas, NC 28034**. If you are interested in attending the live presentation and discussion session at the scheduled time, **please RSVP by sending an email to SMcNab@BGEinc.com and you will be added to the attendance list.** Please reference the petitioner or site location, and include your name, address, and telephone number in your RSVP so we can record your attendance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Spencer McNab', is written over a horizontal line.

Spencer McNab, RLA
Project Manager, Planning and Landscape Architecture
BGE, Inc.

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1111 Metropolitan Avenue, Suite 250 • Charlotte, North Carolina 28204 • 980-220-2322



Shepherds Way Drive - Adjacent Properties 500



09/12/2023

Landscape Architect and Planner
 Spencer McNab, RLA
 BGE, Inc.
 1111 Metropolitan Avenue, Suite 200,
 Charlotte, North Carolina 28204

Development Services Director
 Brian Finnegan
 210 N. Holland St.
 Dallas, NC 28034

Developer/Applicant
 Adam Morman
 Smith Douglas Homes
 PO Box 311
 Midland, North Carolina 28107
 (204)575-4320

Community Meeting Summary
Smith Douglas – Shepherds Way
Parcels 214259, 212567, 214260
Dallas, North Carolina

Below is a summary report of the community meeting held on September 12, 2023 from 5:30-6:30pm for the Smith Douglas – Shepherds Way project. The landscape architect, Spencer McNab, presented at the meeting to explain the intent of the proposed site. The developers, Smith Douglas Homes, were represented by Joe Padilla and Adam Morman who presented Smith Douglas' approach to neighborhoods and homebuilding. Each question from community members in attendance is listed below with the corresponding responses. If a question was asked multiple times, by other community member(s), this will be stated after the initial resident's name. A table is located at the end of this report listing the name of each community member in attendance and their address.

Concern about the hospice entrance. When building, the hospice promised that the Wilson Blvd entrance was just a construction entrance and not intended to have permanent access. However, the road was kept and is used as the primary entrance. This road has lots and traffic and I want it closed.

'Response: We do not own that land and have no control over that road. We have committed to creating an entrance through our development to create access to the hospice.'

Why don't you build nicer homes, brick homes on bigger lots?

'Response: We are proud of our products. We are building to what our research says buyers want. We do both vinyl and hardy board and specialize in craftsman style homes.'

A lot of people do not upkeep their homes, inside or outside.

'Response: There will be an HOA that regulates that.'

Are these homes built after the lot is sold or built and then sold?

'Response: They are built to buyer specifications after the lot is purchased.'

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The wetland is to be left alone?

‘Response: Yes, it is unbuildable land.’

What is the minimum square footage of these homes?

‘Response: We have not gotten that far into the process to give you numbers or that. It depends a lot on the floor plan people choose as well. Our ranch style options are popular and those usually have less square footage than a two story. Most of our buyers are young families or move down buyers without children in the home. The lots are 50 feet by 100 feet.’

50 foot frontage is a small lot. What is the setback?

‘Response: We are expecting 8 foot side setbacks. We find that a lot of today’s buyers do not want a lot of yard that they will have to maintain.’

How many homes?

‘Response: A little over 100 but that number could drop as we get further into the engineering side. The rezoning would allow up to 130.’

What is the right of way width?

‘Response: 60 feet on Shepherds Way Drive.’

That is not a lot of space.

‘Response: This is the recommended width.’

I do like the product that you sell. I am just worried about if traffic will increase. It is always so bad with delivery drivers speeding through there. Animals get hit all the time.

‘Response: We do not intend to increase traffic through Wilson Blvd as Shepherds way is the primary entrance.’

Are you widening Shepherds Way?

‘Response: We have to wait for the TIA to decide that.’

If that road was wider people might feel more inclined to go down Shepherds Way.

People always get lost trying to go to the hospice because of the lack of adequate signage.

‘Response: We have talked about increasing signage for the hospice.’

Traffic on Dallas High Shoals Rd is so bad. There will be an issue with people getting in and out of the development. Will there be a light?

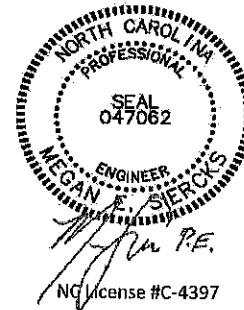
‘Response: A light is unlikely but we will have a TIA dictate what changes will be made.’

Name	Address	Name	Address
Anthony and Terry Wentz	1008 Aryshire Lane	Joe Griffin	1102 Wilson Blvd
Christy Key	4032 Hereford Lane Dallas, NC 28034	Lanny Smith	3535 Dallas High Shoals Hwy Dallas, NC 28034
Tommy Givens	1728 Eden Glen Drive Dallas, NC 28034	Taylor and Courtney Shehan	369 Holstein Drive



Technical Memorandum

To: Town of Dallas, North Carolina
 From: Megan E. Siercks, P.E.
 Date: October 13, 2023
 Subject: Shepherds Way Single Family Trip Generation



A trip generation analysis was conducted for a proposed Single Family development called Shepherds Way located on Dallas High Shoals Highway. Currently, the site is planned to hold 98 single family units. The trip generation is intended to provide an understanding of the anticipated traffic being generated by the site.

Trip Generation

The project site trip generation has been estimated utilizing the trip generation rates contained in the Institute of Transportation Engineers (ITE) publication *Trip Generation Manual (11th Edition)*. The proposed development is expected to generate approximately 990 weekday trips, 73 AM peak trips, and 97 PM peak trips, with no pass-by trips or internal capture expected. A summary of the trip generation analysis is shown in **Table 1**.

Table 1: Trip Generation Summary

Land Use	Size	Weekday		Weekday AM		Weekday PM	
		Entry	Exit	Entry	Exit	Entry	Exit
210- Single Family Detached Housing	98 units	495	495	18	55	61	36
TOTAL		990		73		97	

A detailed summary of the trip generation analysis is shown in **Appendix A**.

Traffic Impact Analysis

The typical threshold for NCDOT to require a TIA is 3,000 trips per day, and the Town of Dallas threshold is 1,000 total trips or more per day and/or 100 peak hour trips during the AM or PM peak hours. This development is expected to generate less trips than the minimum criteria for both the Town of Dallas and NCDOT.

Conclusions

Based on the expected trip generation results, the Shepherds Way development should have a minimal impact on the surrounding roadway network. It is not recommended to conduct a TIA at this time, as the development does not exceed either typical threshold for requiring a TIA.

EXHIBIT 6A-17

APPENDIX A

Trip Generation Analysis

Project Information	
Project Name:	Shepherds Way
No:	
Date:	10/10/2023
City:	
State/Province:	
Zip/Postal Code:	
Country:	
Client Name:	
Analyst's Name:	BGE, Inc.
Edition:	Trip Generation Manual, 11th Ed

Land Use	Size	Weekday		AM Peak		PM Peak	
		Entry	Exit	Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing (General Urban/Suburban)	98 Dwelling Units	495	495	18	55	61	36
Reduction		0	0	0	0	0	0
Internal		0	0	0	0	0	0
Pass-by		0	0	0	0	0	0
Non-pass-by		495	495	18	55	61	36
Total		495	495	18	55	61	36
Total Reduction		0	0	0	0	0	0
Total Internal		0	0	0	0	0	0
Total Pass-by		0	0	0	0	0	0
Total Non-pass-by		495	495	18	55	61	36
Total		990		73		97	



Written Consent for Zoning Conditions

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

ATTEST:

DocuSigned by:
George Rhyne
 E304E3FEA49F4D4...

Authorized agent/property owner
 George Rhyne
 George Rhyne
 Chair of the Board

Print Name

10/5/2023

Date

DocuSigned by:
Adam Morman
 5C1866288AEA456...

Authorized agent/property owner
 Adam Morman
 Smith Douglas Homes (SDH Charlotte, LLC.)
 VP, Land Acquisition

Print Name

10/5/2023

Date

Exhibit A
Areas of Relief and Conditions of Approval

1. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Smith Douglas Homes. (the "Petitioner") to accommodate the development of a single-family residential community on that approximately 65.81-acre site depicted on the Rezoning Plan (the "Site"). The Site is comprised of tax parcel numbers 214259, 212567, and 214260.

2. Development of the Site will be governed by the Rezoning Plan, these Development Standards, and the applicable provisions of the Town of Dallas Code of Ordinances (the "Ordinance").

3. Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the R-5 zoning district shall govern the development and use of the Site.

4. The development and street layout depicted on the Rezoning Plan are schematic in nature and are intended to depict the general arrangement of such uses and improvements on the Site. The ultimate layout, locations and sizes of the development and site elements depicted on the Rezoning Plan are graphic representations of the proposed development and site elements, and they may be altered or modified in accordance requirements on this Plan and the Development Standards.

5. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner(s) of the Site in accordance with the provisions of the Ordinance.

6. This development may be constructed in phases.

7. All stormwater control measures and street trees within the development shall be maintained by the HOA.

8. The Site shall contain only a maximum of ninety-eight (98) single-family detached residential dwelling units, and any incidental and accessory uses related that are permitted in the R-5 zoning district

9. Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any modifications required to accommodate final site and construction plans.

10. As depicted on the Rezoning Plan, the Site will be served by internal public streets, and adjustments to the location of these streets shall be allowed during the construction permitting process in coordination with NCDOT and Town of Dallas.

11. Public roadways depicted on this site plan shall allow the use of valley curb and gutter per the Town of Dallas or NCDOT standards as applicable.

12. Where driveways are located only on one side of the street, the minimum block length shall be 200 (two-hundred) feet, measured from intersection centerlines.

13. The proposed private drive connection and realignment shall be, at minimum, constructed of the same materials as the existing private drive.

14. The petitioner shall provide the following signage within the development as generally depicted on the rezoning plan:

a. A sign reading "Private Drive, No Outlet: at the proposed entrance to the private drive from the public street

b. Wayfinding access signage at all necessary intersections for The Robin Johnson House with NCDOT and Town of Dallas.

15. For any given homesite, the identical home plan, elevation, color scheme and garage orientation may not be repeated on the immediate homesites on either side of that given homesite.

16. For any given homesite, the identical home plan, elevation, color scheme & garage orientation may not be built immediately across the street facing that given homesite nor on the immediate homesites on either side.

a. Same plan plus different elevation, plus different color scheme, plus different garage orientation does not violate this monotony rule.

b. Different plan (which inherently means different elevation) plus same color scheme does not violate this monotony rule.

17. Petitioner shall provide a minimum of 8 (eight) foot side yards, 16 foot side yards for corner lots, for all primary structures.

18. A minimum of 40% (forty percent) of the homes within the development shall have a water table on the front elevation consisting of either stone or masonry.

19. Erosion control and stormwater measures shall be designed and maintained to be compliant with local, state, and federal rules and requirements. The design of these structures shall be such that adjacent streams, channels and drainage ways are protected.

20. Petitioner shall provide a minimum of 30% (thirty percent) of gross site acreage as open space. Of this open space, the petitioner shall provide at minimum of:

- a. A minimum of 1 (one) acre of open space as active open space as specified in the Ordinance.
- b. A minimum of 70% (seventy percent) of open space as natural undisturbed open space.

STATEMENTS OF CONSISTENCY AND REASONABLENESS FOR ZONING MAP AMENDMENT

The proposed rezoning from R-10 zoning district to CD R-5 is consistent with the 2030 Comprehensive Land Use Plan. The property is located within a single-family residential area on the future land use plan with opportunity to develop single-family attaching and multi-family housing. There is also R-5 and CD R-5 in the surrounding area and this will increase development potential of the property and is therefore a reasonable request and in the Town's best interest.

STATEMENTS OF CONSISTENCY AND REASONABLENESS AGAINST ZONING MAP AMENDMENT

The proposed rezoning from R-10 zoning district to CD R-5 is not consistent with the 2030 Comprehensive Land Use Plan. Rezoning to a district with a higher density will disproportionately affect future development and not in the Town's best interest.

Statement Adopted: _____

Curtis Wilson, Chairman

Date



NOTICE OF ZONING PUBLIC HEARING

Mayor
Rick Coleman

Aldermen
Jerry Cearley
Samuel S. Martin
Frank Milton
Darlene Morrow
Hoyle Withers

Town Manager
Maria Stroupe

Town Clerk/HR
Sarah Ballard

Finance
Jonathan Newton

Town Attorney
J. Thomas Hunn

Police
Robert Walls

Electrical
Willie Smith

Public Works
Bill Trudnak

Dev Services
Brian Finnegan

Fire Chief
Earl Withers

Recreation
Nick Daniello

Code Enforcement
David Lingafelt

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

Phone:
704-922-3176

Fax:
704-922-4701

Web Page:
www.dallasnc.net

Please take notice that the Board of Aldermen for the Town of Dallas will hold a public hearing on **Tuesday, November 14th, 2023 at 6 pm** in the Fire Hall Community Room, 209 West Main Street, Dallas NC 28034 concerning a possible annexation zoning map amendment.

Adam Morman with Smith Douglas Homes has submitted a petition to rezone Gaston County parcels 212567, 214259, and 214260. The properties are currently zoned Residential R-10. The requested zoning is Conditional District R-5, to allow smaller lots. The developer is proposing to build single family homes on the eastern portion of the site.

All interested persons are encouraged to attend. For further information, please contact Brian Finnegan at (704) 922-3176 x 264 or email bfinnegan@dallasnc.net.





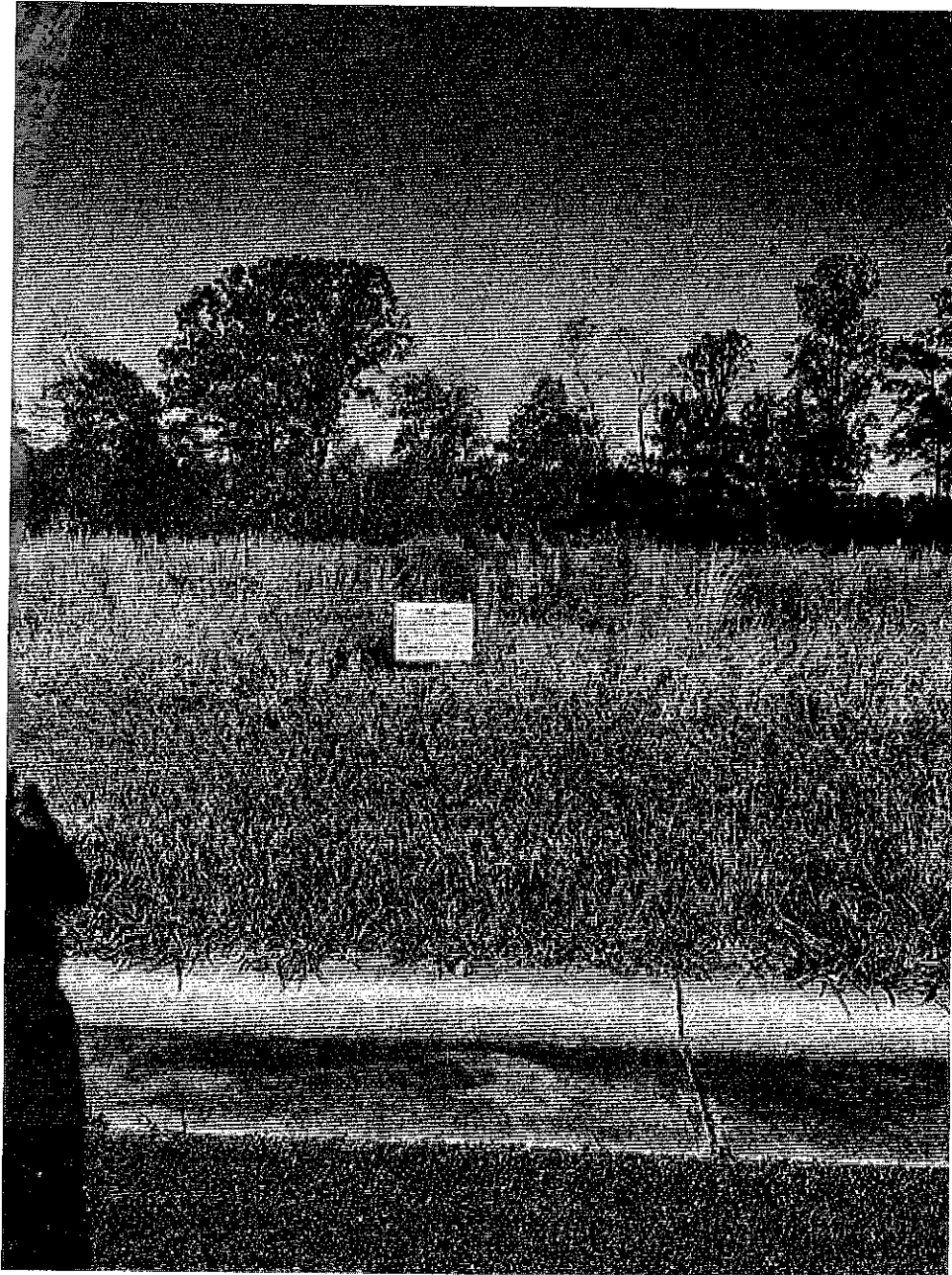


EXHIBIT 6A-28

Cynthia Harris & Carol Robertson 2016 Longhorn Dr Dallas, NC 28034	SFR Investments V Borrower 1 LLC PO Box 4090 Scottsdale, AZ 85261	Dallas, NC 28034
SFR JV-2 2023-2 Borrower LLC C/O Tricon American Homes LLC 15771 Red Hill Ave SUITE 100 Tustin, CA 92780	Dana & Justin Ayers 1017 Ayrshire Ln Dallas, NC 28034	Starlene Shoemaker 368 Holstein Dr Dallas, NC 28034
Dale Britton 358 Holstein Dr Dallas, NC 28034	Daniel Bumgardner 2017 Longhorn Dr Dallas, NC 28034	Rebecca & Elizabeth Starnes 724 Summey Farm Dr Dallas, NC 28034
Helen & John O'Daly 112 Brahman Ct Dallas, NC 28034	Roger & Wendy Blanton 4017 Hereford Ln Dallas, NC 28034	William & Christina Bowen 1711 Eden Glen Dr Dallas, NC 28034
Angel Williams 809 Summey Farm Dr Dallas, NC 28034	FKH SFR Propco A LP C/O First Key Homes LLC 1850 Parkway Place SUITE 900 Marietta, GA 30067	Shannon Mosteller 817 Summey Farm Dr Dallas, NC 28034
MCH SFR NC Owner 1 LP 14355 Commerce Way Miami Lakes, FL 33016	Tiffany Faro 237 Summey Barker Dr Dallas, NC 28034	Rachael & Ronald Powell 3045 Hereford Ln Dallas, NC 28034
Caleb & Regina King 813 Summey Farm Dr Dallas, NC 28034	RRCAP-FA Dallas Cherryville LLC C/O River Rock Capital Partners LLC 517 Alcove Road SUITE 301 Mooresville, NC 28117	Kenneth & Jessica Roberson 725 Summey Farm Dr Dallas, NC 28034
Michael Shehan & Courtney Napier 369 Holstein Dr Dallas, NC 28034	Arnold & Andrea Armstrong 1012 Ayshire Ln Dallas, NC 28034	James & Angela Ray 373 Holstein Dr Dallas, NC 28034
David & Claudia Zibell 1613 Eden Glen Dr Dallas, NC 28034	Harry Waller III 4013 Hereford Ln Dallas, NC 28034	Brian & Nancy Revels 212 Jersey Blvd Dallas, NC 28034
Hospice of Gaston County ATTN John Brock Smith PO Box 3984 Gastonia, NC 28054	Dustin Church 804 Summey Farm Dr Dallas, NC 28034	AMH NC Properties TWO LP 23975 Park Sorrento 3 rd Floor Calabasas, CA 91302

EXHIBIT 6A-29

MOORESVILLE, NC 28117

<p>Thomas & Tena Buchanan 1718 Eden Glen Dr Dallas, NC 28034</p>	<p>Brenda Boring 1719 Eden Glen Dr Dallas, NC 28034</p>	
<p>Christopher & Heather Key 4032 Hereford Ln Dallas, NC 28034</p>	<p>Steven & Porcha Mason 1021 Ayrshire Ln Dallas, NC 28034</p>	<p>Nagail & Walter Putnam 1712 Eden Glen Dr Dallas, NC 28034</p>
<p>David Albright 104 Brahman Ct Dallas, NC 28034</p>	<p>Amanda & Calvin Byers 108 Brahman Ct Dallas, NC 28034</p>	<p>Jordan Whitesides 1609 Eden Glen Dr Dallas, NC 28034</p>
<p>Tempett Holland & Jomoyatta Sanders Jr 238 Summey Barker Dr Dallas, NC 28034</p>	<p>Helmsman Homes LLC PO Box 3965 Mooresville, NC 28117</p>	<p>Eric & Donna Wood 3052 Hereford Ln Dallas, NC 28034</p>
<p>Toe River Capital LLC 207 E 3rd Ave Gastonia, NC 28052</p>	<p>David & Sylvia Moore 3044 Hereford Ln Dallas, NC 28034</p>	<p>2017-2 IH Borrower LP C/O Invitation Homes 1717 Main St STE 2000 Dallas, TX 75201</p>
<p>Danya Gorgei 4025 Hereford Ln Dallas, NC 28034</p>	<p>David Beane 4045 Hereford Ln Dallas, NC 28034</p>	<p>James & Christina Carroll 2024 Longhorn Dr Dallas, NC 28034</p>
<p>Jeremiah Williams 105 Brahman Ct Dallas, NC 28034</p>	<p>Donna Thompson 1720 Eden Glen Dr Dallas, NC 28034</p>	<p>Robert & Nancy Brown 13192 Dunwoody Ln Carmel, IN 46033</p>
<p>Superior Quality Construction Inc 4340 Hornyak Dr Monroe, NC 28110</p>	<p>Robert Scoggin 812 Summey Farm Dr Dallas, NC 28034</p>	<p>Cary & Doris Craig 1001 Ayshire Ln Dallas, NC 28034</p>
<p>Sammy Creek Dallas LLC 1205 Autumn Ridge Dr Waxhaw, NC 28173</p>	<p>Carlos & Etna Jorge 3035 Hereford Ln Dallas, NC 28034</p>	<p>Bruce & Kim Reid 1706 Eden Glen Dr Dallas, NC 28034</p>
<p>John & Trishia Stone 720 Summey Farm Dr Dallas, NC 28034</p>	<p>Wanda Walker 4049 Hereford Ln Dallas, NC 28034</p>	<p>Doris Baker & Daniel Sprenkle 1205 Springhill Ct Dallas, NC 28034</p>

EXHIBIT 6A-30

Kathryn & Charles Bube
3028 Hereford Ln
Dallas, NC 28034

John & Marsha Davis
1202 Springhill Ct
Dallas NC 28034

Dallas, NC 28034

Christopher Johnson
1009 Ayrshire Ln
Dallas, NC 28034

Scott & Yamileth MacDonald
4005 Hereford Ln
Dallas, NC 28034

Gaston Area Lutheran FND INC
916 S Marietta St
Gastonia, NC 28034

Ryan & Melissa Lingholm
3048 Hereford Ln
Dallas, NC 28034

Thomas Willhight Jr
365 Holstein Dr
Dallas, NC 28034

Stephanie Piercy
800 Summey Farm Dr
Dallas, NC 28034

John Huss
204 Jersey Blvd
Dallas, NC 28034

Joann & Tony Hinson
1025 Ayrshire Ln
Dallas, NC 28034

Brian & Shellie Lindler
1707 Eden Glen Dr #11A
Dallas, NC 28034

Nathan Morrison
1730 Eden Glen Dr
Dallas, NC 28034

Timothy & Hollie Parrish
1721 Eden Glen Dr
Dallas, NC 28034

Michael & Dana Everhart
4009 Hereford Ln
Dallas, NC 28034

Dennis & Vickie Crosby
3039 Hereford Ln
Dallas, NC 28034

Lionel & Patricia Sanders
1206 Springhill Ct
Dallas, NC 28034

Elisabeth & Kyle Haywood
4024 Hereford Ln
Dallas, NC 28034

Aliene Patterson
3005 Hereford Ln
Dallas, NC 28034

Lauren & Taylor Sisk
4033 Hereford Ln
Dallas, NC 28034

Vicki Greene
3032 Hereford Ln
Dallas, NC 28034

Thomas & Anita Dimauro
3056 Hereford Ln
Dallas, NC 28034

Matthew & Mendy Kanupp
234 Summey Knoll Dr
Dallas, NC 28034

Shannon Mosteller
817 Summey Farm Dr
Dallas, NC 28034

Gladys & Sean Setzer
4036 Hereford Ln
Dallas, NC 28034

James White Jr
1020 Ayrshire Ln
Dallas, NC 28034

Deborah Melton
100 Brahman Ct
Dallas, NC 28034

Julie Rowland & Deborah McCarn
361 Holstein Dr
Dallas, NC 28034

Joe & Mary Anderson
246 Summey Barker Dr
Dallas, NC 28034

Howard Sigmon
4040 Hereford Dr
Dallas, NC 28034

EXHIBIT 6A-31

<p>Builders LLC 505 E Main St Cherryville, NC 28021</p>	<p>RS Rental II LLC 4 World Trade Center 51st Floor 150 Greenwich St New York, NY 10007</p>	<p>5005 Hereford Ln Dallas, NC 28034</p>
<p>Jessica Carpenter 4021 Hereford Ln Dallas, NC 28034</p>	<p>IH6 Property North Carolina LP 1717 Main St STE 2000 Dallas, TX 75201</p>	<p>SFR JV-1 2020-1 Borrower LLC C/O Tricon American Homes, LLC 1508 Brook Hollow Dr Santa Ana, CA 92705</p>
<p>Elvin & Rebecca Mills 805 Summey Farm Dr Dallas, NC 28034</p>	<p>Bethany & Daniel Jeffers 233 Summey Barker Dr Dallas, NC 28034</p>	<p>Kenneth & Jeanie Denton 801 Summey Farm Dr Dallas, NC 28034</p>
<p>Brian & Carmen Powers 1005 Ayrshire Ln Dallas, NC 28034</p>	<p>Ramon Garcia 305 W Dallas Rd Stanley, NC 28164</p>	<p>Connie King 3024 Hereford Ln Dallas, NC 28034</p>
<p>Alan Harker 4048 Hereford Ln Dallas, NC 28034</p>	<p>Matthew Rinaldi 1716 Eden Glen Dr Dallas, NC 28034</p>	<p>Connie & Danny Skutt 4041 Hereford Ln Dallas, NC 28034</p>
<p>Robert & Emily Myers 242 Summey Barker Dr Dallas, NC 28034</p>	<p>Charles & Ashlee White 913 Ayrshire Ln Dallas, NC 28034</p>	<p>Ericka Megginson-Delano & Michael Delano 1141 Meadow Way Dr Dallas, NC 28034</p>
<p>Anthony & Terry Wentz 1008 Ayrshire Ln Dallas, NC 28034</p>	<p>Terri Cooper 208 Jersey Blvd Dallas, NC 28034</p>	<p>Michael & Ursula Reed 2020 Longhorn Dr Dallas, NC 28034</p>
<p>Larry Woods 200 Jersey Blvd Dallas, NC 28034</p>	<p>Logan & Katie Parkulo 364 Holstein Dr Dallas, NC 28034</p>	<p>Joshua Freeman 4044 Hereford Ln Dallas, NC 28034</p>
<p>Timothy & Carissa McGinnis 1013 Ayrshire Ln Dallas, NC 28034</p>	<p>Lance & Leslie Davis 1724 Eden Glen Dr Dallas, NC 28034</p>	<p>Jodie Depascale 1150 Meadow Way Dr Dallas, NC 28034</p>
<p>Rui Bin Lin & Mei Zhen Ni 1703 Eden Glen Dr Dallas, NC 28034</p>	<p>LGI Homes INC LLC 1450 Lake Robbins Dr SUITE 430 The Woodlands, TX 77380</p>	<p>Michael & Veronica Etters 4028 Hereford Ln Dallas, NC 28034</p>

<p>Terry & Shelia Whitaker & Shannon Whitaker 4029 Hereford Ln Dallas, NC 28034</p>	<p>Dennis & Cecelia Kuykendall 3031 Hereford Ln Dallas, NC 28034</p>	<p>EXHIBIT 6A-32 Dallas, NC 28034</p>
<p>Thomas Givens 1728 Eden Glen Dr Dallas, NC 28034</p>	<p>Robin Starnes 1110 Baxter Rd Cherryville, NC 28021</p>	<p>Leona Tatar 3548 Dallas High Shoals Hwy Dallas, NC 28034</p>
<p>James Huffman 9021 Meredith Leigh Ln Cherryville, NC 28021</p>	<p>Jerry & Pat Brooks PO Box 980 Dallas, NC 28034</p>	<p>Jerry Brooks 2306 Hillside Dr Dallas, NC 28034</p>
<p>Sammy Creek Dallas LLC 1205 Autumn Ridge Dr Waxhaw, NC 28173</p>	<p>Harriett Campbell 3551 Dallas High Shoals Rd Dallas, NC 28034</p>	<p>Patreece Lanier 3604 Dallas High Shoals Rd Dallas, NC 28034</p>
<p>Vasudevannair Unnikrishnan 5807 Falls Ridge Ln Charlotte, NC 28269</p>	<p>Lanny Smith 3535 Dallas High Shoals Hwy Dallas, NC 28034</p>	<p>Tracy & Robert Treadway 1104 Wilson Blvd Dallas, NC 28034</p>
<p>Robert Holland 102 Paula Circle Southport, NC 28465</p>	<p>Kevin & Tisha Langill 765 Buffalo Shoals Rd Lincolnton, NC 28092</p>	<p>David & Nancy Wilson 1012 Wilson Blvd Dallas, NC 28034</p>
<p>Cathy McCoy 1414 Gaston Way Dallas, NC 28034</p>	<p>Elizet Leon 1014 Wilson Blvd Dallas, NC 28034</p>	<p>Learn & Play Precschool LLC 3532 Dallas High Shoals Hwy Dallas, NC 28034</p>
<p>Eric Redding 1013 Wilson Blvd Dallas, NC 28034</p>	<p>Franklin Bartlett 1413 Gaston Way Dallas, NC 28034</p>	<p>Timothy & Vera Pressley 120 Kelly Dr Dallas, NC 28034</p>
<p>Dillon & Brianna Helms 1420 Gaston Way Dallas, NC 28034</p>	<p>Amos Benfield 150 Grissom Rd Gastonia, NC 28052</p>	<p>Hudson SFR Property Holdings II LLC 2711 N Haskell Ave SUITE 2100 Dallas, TX 75204</p>
<p>Maria Rodriguez 4609 Cedar Rock Dr Charlotte, NC 28273</p>	<p>FKH SFR C2 LP 1850 Parkway Place SUITE 900 Marietta, GA 30067</p>	<p>Donna Chang 1008 Wilson Blvd Dallas, NC 28034</p>

EXHIBIT 6A-33

Lafayette & Diane Marlow 1410 Gaston Way Dallas, NC 28034	Christopher & Alexa Estep 1016 Wilson Blvd Dallas, NC 28034	Dallas, NC 28034
Steven Reese & Tonya Moss 1411 Gaston Way Dallas, NC 28034	Larry & Linda Earls 1301 Dean Dr Dallas, NC 28034	RS Rental I LLC 4 World Trade Center 51 st Floor 150 Greenwich St New York, NY 10007
Mary Thompson 1407 Gaston Way Dallas, NC 28034	Donald Johnson 1010 Wilson Blvd Dallas, NC 28034	Elizabeth Aubuchon 1412 Gaston Way Dallas, NC 28034
Joe & Tori Griffin 1102 Wilson Blvd Dallas, NC 28034		

AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT/CONDITIONAL REZONING, PETITION Z-2023-02, IN THE TOWN OF DALLAS (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 11/14/2023)

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 6 of Chapter 160d; and

Whereas, the Town of Dallas Board of Aldermen, in consideration of conditional district rezoning petition by Adam Morman and Smith Douglas Homes, for Gaston County Tax Parcel ID 214259, 214260, and 212567, from R10 to a Conditional District, Single Family Residential, CD R-5, to allow the development of 98 lots, held a public hearing on November 14, 2023; and,

Whereas, The Town of Dallas Board of Aldermen determined after the public hearing the rezoning of Parcel ID# 214259, 214260, 212567 to CD R-5 is consistent with the 2030 Future Land Use Plan's map designation as Single Family Residential; and

Whereas, the rezoning request is deemed reasonable and, in the public's, best interest in order to maximize the site for future 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, that the petitioner is granted approval of the above referenced Conditional Rezoning request effective November 14, 2023, and that the official zoning map of the Town be amended to reflect this adopted change of parcels 214259, 214260, and 212567 within the Town's jurisdiction.

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 14th day of November, 2023.

ATTEST:

Rick Coleman, Mayor

Sarah Ballard, Town Clerk

LIGHT DUTY POLICY

Section 1. Policy Purpose

The purpose of a light duty policy is to establish guidelines for return-to-work after an on-the-job injury.

Section 2. Definition

A light duty assignment is defined as a temporary work assignment within the employee's physical abilities, knowledge, and skills that allows an employee to return to work performing different duties until the employee is able to return to his/her original position following an on-the-job injury.

Section 3. Administration

The light duty assignment temporarily addresses the restrictions placed on the employee by the treating physician. For work to be considered suitable light duty employment, the following conditions must be met:

- 1) The employee must meet the required qualifications for the light duty assignment.
- 2) The work must be a meaningful and productive part of the department's operations.
- 3) The work must conform to the medical restrictions set by the medical provider.
- 4) The light duty assignment and/or modified work schedule should not exceed ninety calendar days.

If the employee's regular department is unable to meet the need for light duty, the employee's regular department is responsible for payment of the employee's salary and benefits while performing a light duty assignment in a different department that has been able to meet the employee's needs. The employee placed in a light duty assignment will be paid at their current base hourly rate. The Town cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement. Each request for light duty will be evaluated separately to determine if temporary work is available. Employees in a light duty assignment are expected to comply with Town policies and performance expectations as if they were working in their regular, full-time position.

If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of light duty. Approval beyond 90 calendar days will be based upon the individual assessment of the employee's ability to return to full duty in the immediate future, as well as Town need. An employee requesting an extension beyond 90 calendar days must submit updated information from the treating physician. The Town reserves the right to consider a separation of employment for any employee who is out on Workers' Compensation leave for an extended period of time thus causing hardship for the department.

All requests for light duty must be submitted to the Human Resources Director for evaluation.

TEMPORARY DUTY POLICY

Section 1. Policy Purpose

The purpose of this section is to inform management and employees of the guidelines for return to work following a personal injury/illness, or in the event of complications due to pregnancy. Temporary duty work must be requested by the treating physician.

Section 2. Definition

A temporary work assignment is one that is within the employee's physical abilities, knowledge, and skills, and allows an employee to return to work performing different duties when an employee has not reached maximum medical improvement, but is ready to return to restricted duty work with the approval of a treating physician.

Section 3. Administration

Temporary duty, if available, may be provided to accommodate a limited return to work after an illness or injury, with the approval of the treating physician. The department may provide temporary duty work for employee suitable to the employee's capacity to work which is both meaningful and productive to the employee and to the Town. For work to be considered suitable temporary duty employment, the following conditions must be met:

- 1) The employee must be able to perform the temporary duty assignment.
- 2) The work must be a meaningful and productive part of the department's operations.
- 3) The work must conform to the medical restrictions set by the medical provider.
- 4) The temporary duty assignment should not exceed thirty calendar days.

The Town reserves the right to exercise its prerogative to protect itself against excessive future liability and insurance risk, and the employee against further aggravation and/or injury. The temporary duty work shall not exceed 30 days, per personal injury/illness within a 12- month period. Department Heads are responsible for the administration of temporary duty assignments within their respective departments. When the employee reaches maximum medical improvement, the employee shall be returned to his/her original position with regular duties.

If the employee's regular department is unable to meet the employee's need for temporary duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a temporary duty assignment in a different department that has been able to meet the employee's needs. The employee placed in a transitional duty assignment will be paid at their current base hourly rate. The Town cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement. Each request for temporary duty will be evaluated separately to determine if temporary work is available. Employees in a transitional duty assignment are expected to comply with Town policies and performance expectations as if they were working in their regular, full-time position.

If an employee is unable to return to work at full duty after 30 calendar days, he/she may request a continuation of temporary duty. Approval beyond 30 calendar days will be based upon the individual assessment of the employee's ability to return to full duty in the immediate future, as well as Town need. An employee requesting an extension beyond 30 calendar days must submit updated information from the treating physician.

All requests for light duty must be submitted to the Human Resources Director for evaluation.

EXHIBIT 8C-1

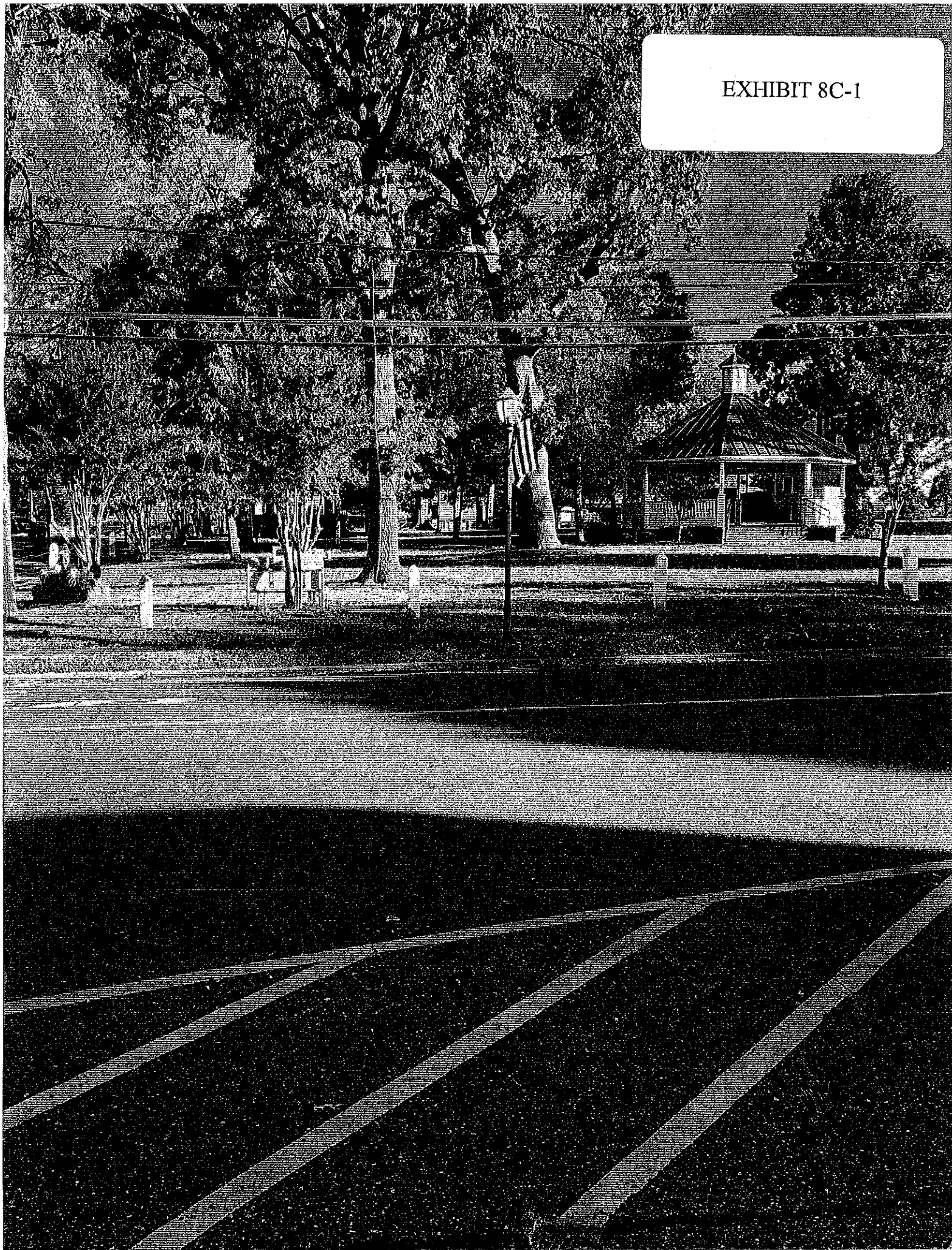


EXHIBIT 8C-2

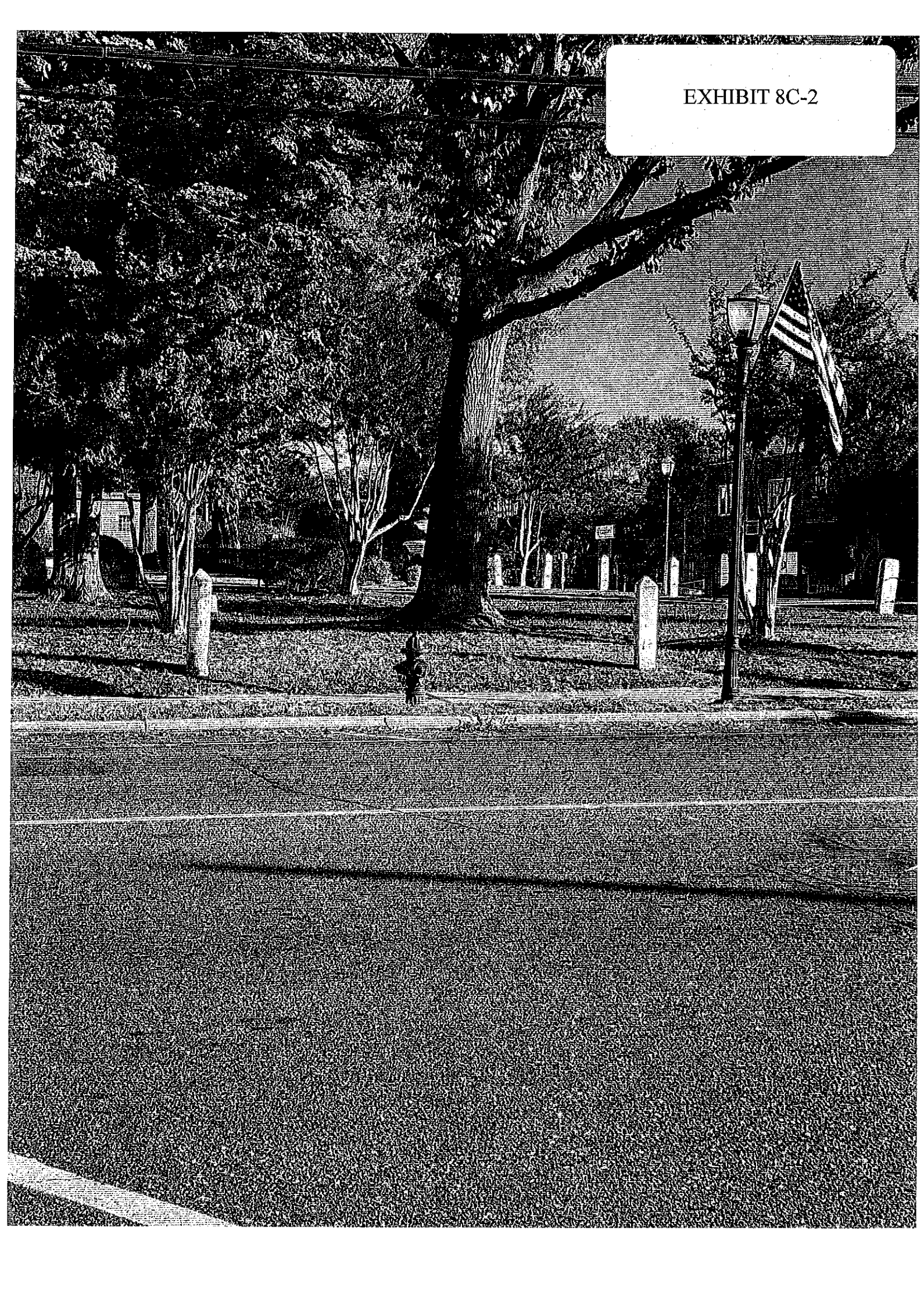


EXHIBIT 8C-3

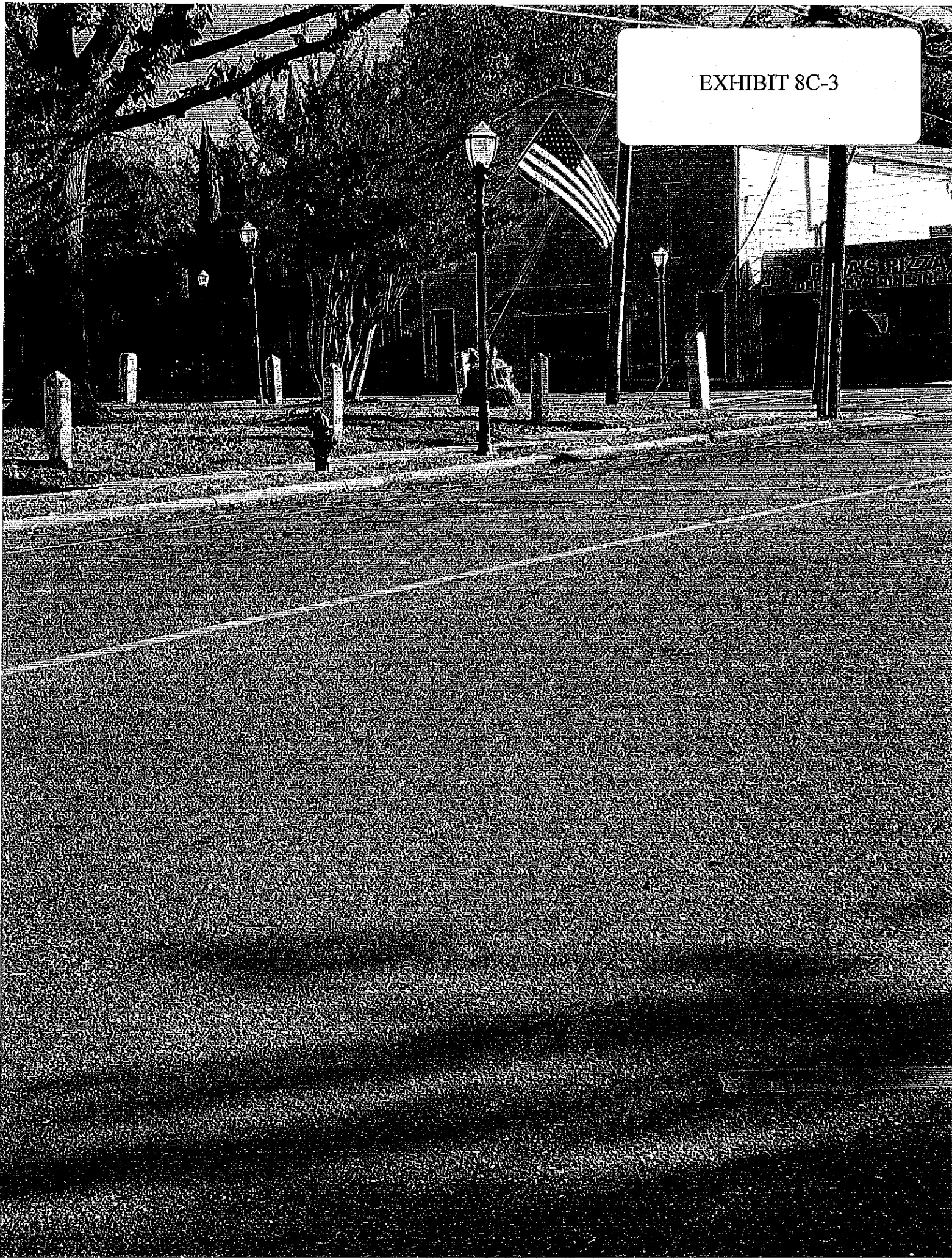


EXHIBIT 8C-4



520 E. Robinson St Violation History

December 2018 Removed several junk/ abandon vehicles, jet skis etc. from property.

May, 2020 Weeds/overgrown grass violation.

November 2022 larceny of power, by use of drop cord.

Larceny of Utilities July 10, 2023

July, 2023 Min Housing inspection.

Mailed Finding of Facts July 2023

Min Housing Notice to correct July 2023

Admin Warrant obtained and served July 24, 2023, Inside inspection.

Complaint and Notice of Hearing mailed July 10, 2023.

Hearing held July 26, 2023 @ 11am Town hall. No show from property owner/s.

Sent Certified letter July 31 2023 Notice to correct by September 4, 2023.

August. 16th received return certified letter" unserved"

August 24th sent first class letter to property owner & occupant of house. Correct by Sept 24, 2023 (10-day dead-line first class not returned as of Oct 9, 2023)

August 24, 2023 letter was posted on house, front and side doors.

As of this date, October 9, 2023 house still in violations.

**AN ORDINANCE DIRECTING THE HOUSING INSPECTOR TO
PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND
DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT
BE OCCUPIED**

File No. CE-132651-23

WHEREAS, the Board of Aldermen of the Town of Dallas finds that the dwelling described herein is unfit for human habitation under the Town Minimum Housing Code NCGS 160D, Article 12, and that all of the procedures of the Housing Code have been complied with; and

WHEREAS, this dwelling should be repaired, altered, improved, or vacated and closed as directed by the Housing Inspector and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with NCGS 160D, Article 12 and pursuant to an order issued by the Housing Inspector on August 1, 2023 and the owner has failed to comply with the Order.

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

Section 1. The Housing Inspector is hereby authorized and directed to place a placard containing the legend:

“This building is unfit for human habitation;
the use or occupation of this building for human habitation is prohibited and unlawful.”
Occupation or Use of a building so posted shall constitute a Class 1 misdemeanor
pursuant to NCGS 160D-12034(4).

All in accordance with the Housing Ordinance, Chapter 150, of the Town of Dallas Code
of Ordinances, Chapter 160D of the General Statutes of North Carolina.

on the building located at the following location:

520 E. Robinson St. Dallas, NC 28034

Section 2. The Housing Inspector is hereby authorized and directed to proceed to close the above described structure in accordance with his order to the owner thereof dated the 14th of November, 2023 and in accordance with the Housing Code and NCGS §160D-1203;

Section 3. The cost of the materials and labor involved shall constitute a lien against the real property upon which the cost is incurred. The lien shall be filed in the Office of the Gaston County Clerk of Court, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of NCGS Chapter 160A.

Section 4. It shall be unlawful for any person to remove, or cause to be removed, the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy, or to permit the occupancy, of any building therein declared to be unfit for human habitation.

Section 5. This Ordinance shall become effective upon its adopt

Adopted, this the 14th day of November, 2023.

Rick Coleman, Mayor

ATTEST:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____

Contiguous

Non-Contiguous

DATE: _____

FEE: \$550.00

Current Property Use: Vacant / Wooded Requested Zoning: R-5

Planned Property Use: Single-Family Residential

To the Board of Aldermen of the Town of Dallas:

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

0 Shepherds Way Drive, DALLAS, NC 28034, further identified as a portion of parcel ID #s 214259 and 214260, be annexed to the Town of Dallas.

Print owner name(s) and information:

Gaston Area Lutheran Fund, Inc

Name Representative: Graham Bell Phone 704-922-8124

Address 916 S. Marietta St. Gastonia, NC 28054

Name _____ Phone _____

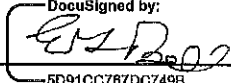
Address _____

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. \$550 Fee

Owner's Signature:  Date: 7/26/2023
DocuSigned by: 5D91CC767DC749B...

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Received By: _____ Date: _____

August 30, 2023


Town of Dallas Development Services
210 N. Holland St
Dallas, NC 28034-1625

RE: Shepherds Way Subdivision
0 Shepherds Way Drive
PID #s 214259, 212567, 214260

Dear Town of Dallas Development Services,

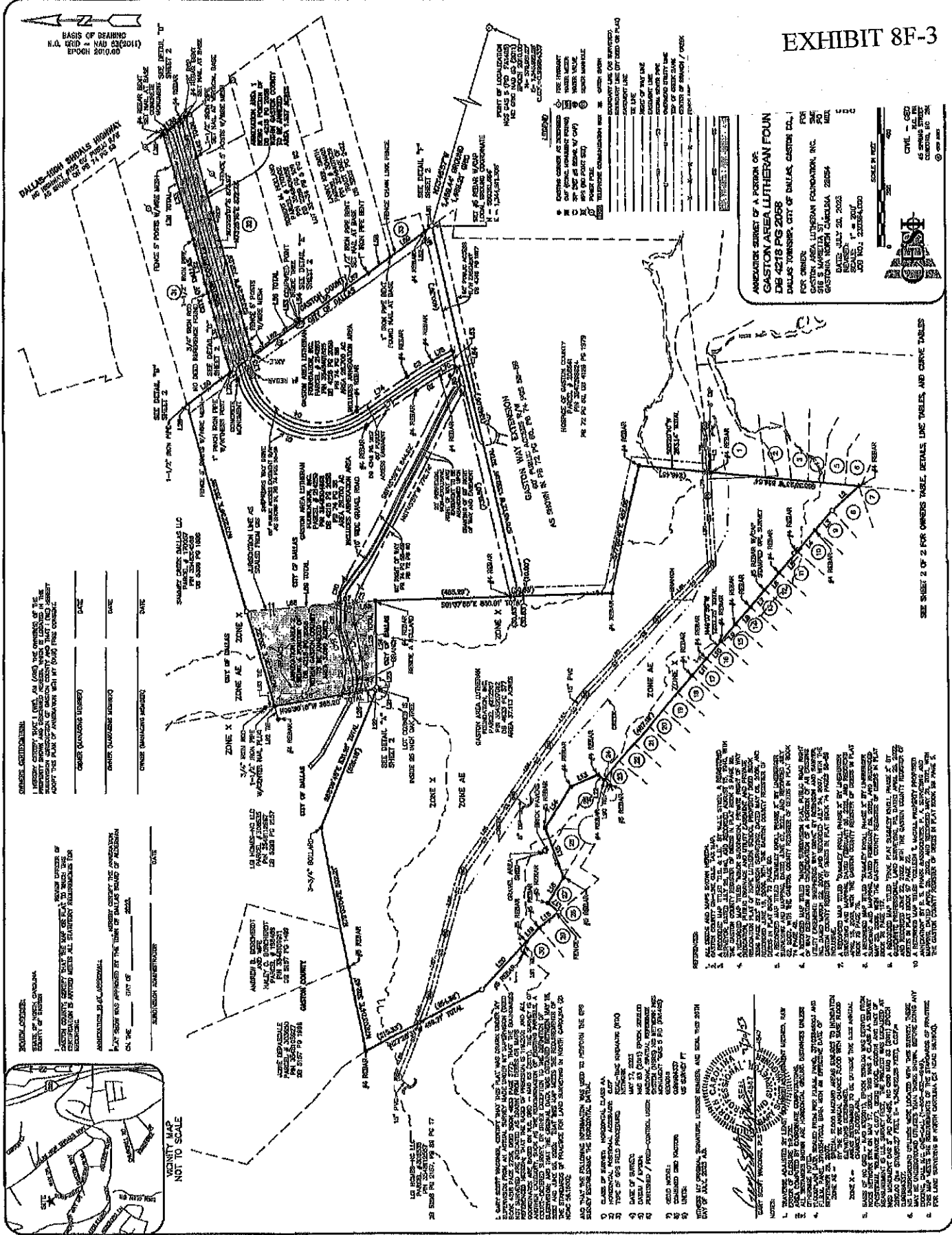
I George Rhyne representative of Gaston Area Lutheran Foundation Inc. (Property owners of parcel #s 214259, 212567, and 214260), would like to submit this letter as permission for Smith Douglas Homes (dba; SDH Charlotte, LLC) to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner / Representative to the Town of Dallas, NCDOT, and NCDEQ.

Sincerely,

DocuSigned by:

E304E3FEA49F4D4
Representative, Gaston Area Lutheran Foundation, Inc.

Name: George Rhyne

Date: 8/30/2023



ANNEXATION SURVEY OF A PORTION OF GASTON AREA LUTHERAN FOUNDATION, INC. DB 4218 PG 2008
 DALLAS, TEXAS, CITY OF DALLAS, GASTON CO., TEXAS
 FOR OWNER: GASTON AREA LUTHERAN FOUNDATION, INC. 2815 S. MARVELLA ST. DALLAS, TEXAS 75214
 GASTON AREA LUTHERAN FOUNDATION, INC. 2815 S. MARVELLA ST. DALLAS, TEXAS 75214
 DATE: JULY 23, 2008
 SCALE: 1" = 200'
 JOB NO.: 20080400

SCALE IN FEET
 0 20 40

CIVIL - GED
 45 SERRA STREET
 CANTON, MS 39016

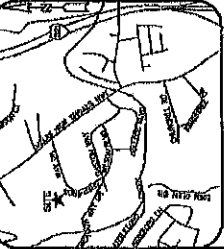
CHANGES:
 CHANGES TO THIS PLAN SHALL BE THE PROPERTY OF THE SURVEYOR. ANY CHANGES TO THIS PLAN SHALL BE MADE BY THE SURVEYOR AND NOT BY THE OWNER. ANY CHANGES TO THIS PLAN SHALL BE MADE BY THE SURVEYOR AND NOT BY THE OWNER.

OWNER (PLANNING NUMBER) _____ DATE _____
 OWNER (PLANNING NUMBER) _____ DATE _____
 OWNER (PLANNING NUMBER) _____ DATE _____

PROJECT LOCATION:
 STATE OF TEXAS, COUNTY OF TARRANT, CITY OF DALLAS, GASTON COUNTY, TEXAS. THE SURVEY IS FOR THE ANNEXATION OF A PORTION OF THE GASTON AREA LUTHERAN FOUNDATION, INC. TO THE CITY OF DALLAS, TEXAS.

PROJECT CENTER:
 PROJECT CENTER IS THE POINT OF BEGINNING OF THE ANNEXATION SURVEY. THE POINT OF BEGINNING IS THE POINT OF BEGINNING OF THE ANNEXATION SURVEY.

DATE _____



NOTICE:
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1965. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.

LEGEND:
 1. CLASS OF SURVEY: HORIZONTAL CLASS AN
 2. HORIZONTAL INSTRUMENT: AUTOMATIC LEVEL
 3. TYPE OF SIGHTS: DIRECT
 4. DATE OF SURVEY: MAY 13, 2008
 5. METHOD OF SURVEY: TRIANGULATION
 6. ADJUSTED / UNADJUSTED: UNADJUSTED
 7. GRID MODEL: NAD 83
 8. CURVED DIM FACTOR: 0.00000000
 9. OTHER: NONE

NOTICE TO CONTRACTOR:
 THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.

NOTICE TO OWNER:
 THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.

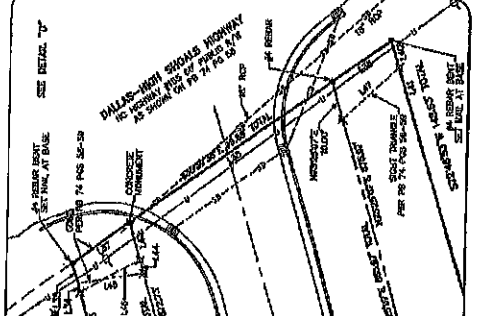
NOTICE TO THE PUBLIC:
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1965. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.

NOTICE TO THE PUBLIC:
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1965. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.

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SEE SHEET 2 OF 2 FOR OWNERS TABLE, DETAILS, LINES TABLES, AND CURVE TABLES

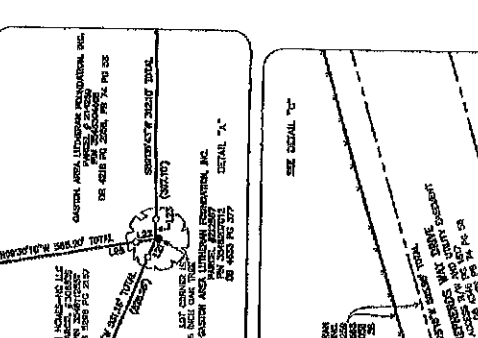
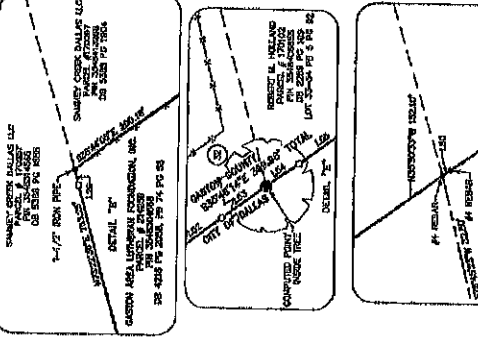
BASS OF BEARING
N.C. GRID N 1449 83(2611)
EPOCH 2010.69



LEGEND
 --- PROPOSED NEW CONCRETE DRIVE
 --- PROPOSED NEW ASPHALT DRIVE
 --- EXISTING DRIVE
 --- EXISTING DRIVE TO BE DEMOLISHED
 --- EXISTING DRIVE TO BE MAINTAINED
 --- EXISTING DRIVE TO BE WIDENED
 --- EXISTING DRIVE TO BE RECONSTRUCTED
 --- EXISTING DRIVE TO BE RESURFACED
 --- EXISTING DRIVE TO BE REPAIRED
 --- EXISTING DRIVE TO BE MAINTAINED
 --- EXISTING DRIVE TO BE WIDENED
 --- EXISTING DRIVE TO BE RECONSTRUCTED
 --- EXISTING DRIVE TO BE RESURFACED
 --- EXISTING DRIVE TO BE REPAIRED

LINE TABLE

LINE	BEARING	DISTANCE	LINE TABLE	BEARING	DISTANCE
L1	315°59'52"	349.10	L22	175°02'31"	158.50
L2	315°59'52"	349.10	L23	175°02'31"	158.50
L3	315°59'52"	349.10	L24	175°02'31"	158.50
L4	315°59'52"	349.10	L25	175°02'31"	158.50
L5	315°59'52"	349.10	L26	175°02'31"	158.50
L6	315°59'52"	349.10	L27	175°02'31"	158.50
L7	315°59'52"	349.10	L28	175°02'31"	158.50
L8	315°59'52"	349.10	L29	175°02'31"	158.50
L9	315°59'52"	349.10	L30	175°02'31"	158.50
L10	315°59'52"	349.10	L31	175°02'31"	158.50
L11	315°59'52"	349.10	L32	175°02'31"	158.50
L12	315°59'52"	349.10	L33	175°02'31"	158.50
L13	315°59'52"	349.10	L34	175°02'31"	158.50
L14	315°59'52"	349.10	L35	175°02'31"	158.50
L15	315°59'52"	349.10	L36	175°02'31"	158.50
L16	315°59'52"	349.10	L37	175°02'31"	158.50
L17	315°59'52"	349.10	L38	175°02'31"	158.50
L18	315°59'52"	349.10	L39	175°02'31"	158.50
L19	315°59'52"	349.10	L40	175°02'31"	158.50
L20	315°59'52"	349.10	L41	175°02'31"	158.50
L21	315°59'52"	349.10	L42	175°02'31"	158.50



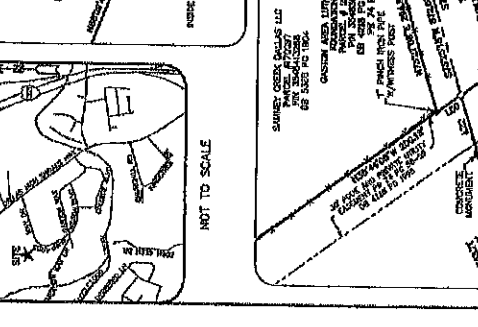
CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	183.07	284.00	S 113°23'16" E	464.37
C2	101.58	370.00	S 131°02'56" E	101.58
C3	197.82	1000.00	N 171°32'56" W	107.77
C4	454.67	244.00	R 170°25'17" W	307.48
C5	68.77	200.00	N 10°17'14" W	58.29
C6	771.17	260.00	N 85°52'37" W	762.05
C7	119.87	200.00	S 80°30'54" E	118.97
C8	24.33	200.00	S 59°19'12" E	19.47
C9	83.58	200.00	N 68°25'28" E	62.83
C10	81.98	280.00	S 72°04'06" E	52.93

AROUND SURVEY OF A PORTION OF
GASTON AREA LUTHERAN FOUNDATION
 EB 4218 PG 2058
 DALLAS TOWNSHIP, CITY OF DALLAS, DALLAS COUNTY, TEXAS
 FOR OWNER:
 GASTON AREA LUTHERAN FOUNDATION, INC.
 5810 DALLAS STREET
 GASTONIA, NORTH CAROLINA 28044
 DATE: JULY 20, 2023
 SCALE: 1" = 200'
 JOB NO.: 23085-LBO
 CIVIL ENGINEER
 JOHN L. BOBBS
 605 W. PARKWAY
 DALLAS, TEXAS 75214
 214-741-0000

PARCELS OWNERS TABLE

LOT #	PARCEL #	PN	NAME	NEED DISTANCE	DESCRIPTION
17	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
18	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
19	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
20	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
21	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
22	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
23	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
24	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
25	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
26	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
27	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
28	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
29	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
30	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
31	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
32	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	
33	242626	242702618	MARCO ENTERPRISES	TO CORNER OF LOT 18, TO BE 79.76 FT 79	



PARCELS OWNERS TABLE

LOT #	PARCEL #	PN	NAME	NEED DISTANCE	DESCRIPTION
1	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
2	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
3	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
4	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
5	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
6	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
7	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
8	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
9	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
10	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
11	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
12	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
13	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
14	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
15	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	
16	242626	242702618	THE WEST CAPITAL LLC	TO CORNER OF LOT 17, TO BE 58.34 FT 58	

Doc ID: 011096370004 Type: CRP
Recorded: 05/03/2006 at 04:20:14 PM
Fee Amt: \$692.00 Page 1 of 4
Excise Tax: \$669.00
Instr# 200600080797
Gaston, NC
Susan S. Lockridge Register of Deeds
BK 4218 PG 2058-2061

RECORDING FEE 2360
EXCISE TAX PAID 669.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 669.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee @ 435 Collier Street, Gastonia, NC 28053

This instrument was prepared by: Richard D. Laws

Brief description for the Index: _____

THIS DEED made this 27th day of April, 2006, by and between

GRANTOR	GRANTEE
Hope Lutheran School, Inc.	Gaston Area Lutheran Foundation, Inc.

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 Township, Gaston County, North Carolina and more particularly described as follows:

see attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3396 page 323.

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

EXHIBIT A

BEGINNING at an iron at the western terminus of the northern margin of Gaston Way, and running thence South 36-00-00 East 31.57 feet to a point in the center line of a 60-foot easement described in Book 4128 at Page 1995; and running thence with the northern line of the property conveyed to Hospice of Gaston County, Inc., by deed recorded in Book 4128 at Page 1979, Gaston County Registry, South 76-31-32 West 1,350.09 feet to a point in the eastern line of W. Summey as described in Book 1946 at Page 708; thence North 01-53-07 West 516.00 feet to an iron; thence South 88-38-45 West 311.10 feet to a poplar tree, corner with the property of P. Summey (Book 1388 at Page 98); thence with P. Summey's line North 09-50-21 West 366.80 feet to an iron in the line of G. F. Summey (Book 11 at Page 287); thence with the line of G. F. Summey, North 73-10-21 East 1,113.68 feet to an iron, corner with the property of B. Koley as described in Book 388 at Page 249; thence South 36-00-00 East 1,053.18 feet to the point and place of Beginning, and containing 26.76 acres, more or less. The foregoing description is taken from plat of survey made by David W. Dickson, Registered Surveyor, dated February 21, 1996, and is the northern portion of that property conveyed to Hope Lutheran School, Inc., by deed recorded in Book 3396 at Page 323, Gaston County Registry.

This conveyance is subject to an easement for ingress, egress and regress to Gaston Way as described in instrument recorded in Book 4128 at Page 1995, Gaston County Registry.

By the execution of this deed, the Grantor certifies that it has complied with all provisions of that certain Agreement recorded in Book 4128 at Page 1983, Gaston County Registry, and is authorized to make this conveyance.

EXHIBIT B

This property is conveyed subject to the following conditions:

- (1) In the event that Gaston Area Lutheran Foundation, Inc., determines that it is willing to sell, exchange, assign, transfer or otherwise alienate all or any portion of the property to a buyer who intends to use the Property for any purpose other than religious, church or worship activities or by a church affiliated agency in accordance with the terms of a bona fide written offer made to or by Gaston Area Lutheran Foundation, Inc., or Hope Lutheran School, Inc., then Gaston Area Lutheran Foundation, Inc., shall provide Hospice of Gaston County, Inc., with a complete and legible copy of such offer within ten (10) business days of Gaston Area Lutheran Foundation, Inc.'s making or receipt of same. Upon delivering written notice by Gaston Area Lutheran Foundation, Inc., to Hospice of Gaston County, Inc., within a period of thirty (30) days thereafter, Hospice of Gaston County, Inc., shall have the right to acquire from Gaston Area Lutheran Foundation, Inc., the Property (or applicable portion thereof) on the exact material, terms and conditions (including the price and/or other consideration and including the property description) set forth in such bona fide offer. Failure of Hospice of Gaston County, Inc., to exercise its Right of First Refusal within thirty (30) days after receiving such bona fide written offer from Gaston Area Lutheran Foundation, Inc., shall waive such Right of First Refusal, and Gaston Area Lutheran Foundation, Inc., shall be free to convey the Property to said bona fide offeror on the exact material terms and conditions of said offer.
- (2) Gaston Area Lutheran Foundation, Inc., by the acceptance of this deed, grants to Hope Lutheran School, Inc., the right, at any time within three (3) years following the date of this deed, to repurchase up to six (6) acres of the above described property at the same price per acre as was conveyed herein by this deed; PROVIDED THAT, Gaston Area Lutheran Foundation, Inc., shall determine, in its sole discretion, the location of such tract (up to six acres) within the above described property, and the said tract to be reconveyed to Hope Lutheran School, Inc., shall be one contiguous parcel.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances...

And the Grantor covenants with the Grantee, that Grantor is seized 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, other than the following exceptions:

- Rights set out in Exhibit B attached hereto.
Easements, restrictions and rights of way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

HOPE LUTHERAN SCHOOL, INC.

(Entity Name)

By: George H. Rogers, Sr.
Title: Chairman
George H. Rogers, Sr., Chairman of the Board
By:
Title:

USE BLACK INK ONLY

(SEAL)
(SEAL)
(SEAL)
(SEAL)

SEAL-STAMP

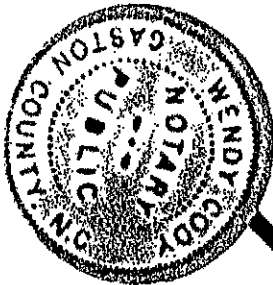
USE BLACK INK ONLY

State of North Carolina - County of
I, the undersigned Notary Public of the County and State aforesaid, certify that
personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my
hand and Notarial stamp or seal this day of 20
My Commission Expires:
Notary Public

SEAL-STAMP

USE BLACK INK ONLY

State of North Carolina - County of
I, the undersigned Notary Public of the County and State aforesaid, certify that George H. Rogers, Sr.
personally came before me this day and
acknowledged that he is the Chmn of Board of Hope Lutheran School, Inc.
a North Carolina an corporation/limited liability company/general partnership/limited liability partnership (whichever is applicable), and that by authority duly given and as the act of each entity,
he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and
Notarial stamp or seal this day of April 2006
My Commission Expires: 2-2-08
Notary Public



SEAL-STAMP

USE BLACK INK ONLY

State of North Carolina - County of
I, the undersigned Notary Public of the County and State aforesaid, certify that
Witness my hand and Notarial stamp or seal this day of 20
My Commission Expires:
Notary Public

The foregoing Certificate(s) of is/are 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.
Register of Deeds for County
By: Deputy/Assistant - Register of Deeds

LEGAL DESCRIPTION

TRACT 1

ALL THAT REAL PROPERTY LYING IN THE COUNTY OF GASTON, ALL IN THE TOWNSHIP OF DALLAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NGS MONUMENT GAS 5 (PID FA1495) HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 579,951.27 FEET, E= 1,345,922.28 FEET;

THENCE N 73° 46' 57" W, A GROUND DISTANCE OF 1,469.44 FEET (GRID DISTANCE OF 1,469.21 FEET, COMBINED GRID FACTOR = 0.99984337) TO A SET #5 REBAR WITH CAP, AT THE NORTHEASTERLY CORNER OF THE LANDS OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), HAVING A LOCAL GROUND COORDINATE OF N = 580,361.664 FEET AND E = 1,344,511.308 FEET;

THENCE N 35° 49' 03" W, A DISTANCE OF 31.20 FEET, TO AN EXISTING #4 REBAR;

THENCE N 32° 55' 37" W, A DISTANCE OF 1.14 FEET, TO AN EXISTING #4 REBAR AT THE SOUTHWEST CORNER OF THE LANDS OF UNNIKRISHNAN P. VASUDEVANNAIR (DEED BOOK 5051, PAGE 2267, BEING LOT 17 OF PLAT BOOK 27 PAGE 50, GASTON COUNTY REGISTRY);

THENCE N 35° 50' 33" W, AND WITH THE WEST LINE OF THE LANDS OF UNNIKRISHNAN P. VASUDEVANNAIR, A DISTANCE OF 152.10 FEET, TO AN EXISTING NAIL AT BASE OF AN EXISTING 1 INCH BENT PIPE, AT THE SOUTHWESTERLY CORNER OF THE LANDS OF LANNY NEIL SMITH (DEED BOOK 525 PAGE 2412, GASTON COUNTY REGISTRY);

THENCE N 35° 44' 21" W, AND WITH THE WESTERLY LINE OF THE LANDS OF LANNY NEIL SMITH, A DISTANCE OF 99.69 FEET, TO AN EXISTING 1 INCH BENT IRON PIPE;

THENCE N 35° 42' 33" W, AND CONTINUING WITH THE WESTERLY LINE OF THE LANDS OF LANNY NEIL SMITH, A DISTANCE OF 99.90 FEET, TO A SET NAIL AT THE BASE OF AN EXISTING 1/2 INCH BENT IRON PIPE, AT THE SOUTHWESTERLY CORNER OF THE LANDS OF ROBERT M. HOLLAND (DEED BOOK 2289 PAGE 109, GASTON COUNTY REGISTRY);

THENCE N 35° 46' 14" W, WITH THE WESTERLY LINE OF THE LANDS OF ROBERT M. HOLLAND (DEED BOOK 2289 PAGE 109, AND THE LANDS OF GREGORY PUETT DEED BOOK 5384 PAGE 888 BOTH OF GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT **194.99 FEET**, AND CONTINUING **ANOTHER 5.00 FEET** TO A COMPUTED POINT INSIDE A TREE, AND CONTINUING **ANOTHER 7.00 FEET** TO A SET #5 REBAR WITH CAP AND CONTINUING **ANOTHER 192.99 FEET** FOR A **TOTAL DISTANCE OF 399.98**

LEGAL DESCRIPTION

TRACT 2

ALL THAT REAL PROPERTY LYING IN THE COUNTY OF GASTON, ALL IN THE TOWNSHIP OF DALLAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NGS MONUMENT GAS 5 (PID FA1495) HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 579,951.27 FEET, E= 1,345,922.28 FEET;

THENCE N 73° 46' 57" W, A GROUND DISTANCE OF 1,469.44 FEET (GRID DISTANCE OF 1,469.21 FEET, COMBINED GRID FACTOR = 0.99984337) TO A SET #5 REBAR WITH CAP, AT THE NORTHEASTERLY CORNER OF THE LANDS OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), HAVING A LOCAL GROUND COORDINATE OF N = 580,361.664 FEET AND E = 1,344,511.308 FEET;

THENCE S 76° 45' 12" W, AND WITH THE NORTHERLY LINE OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), A DISTANCE OF 1,350.06 FEET, TO A SET #5 REBAR WITH CAP, IN THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY);

THENCE N 01° 37' 55" W, AND WITH THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), PASSING AN EXISTING #4 REBAR AT **30.63 FEET**, AND CONTINUING ANOTHER **485.29 FEET**, FOR A **TOTAL DISTANCE OF 515.92 FEET**, TO AN EXISTING #4 REBAR BESIDE A BOLLARD; SAID EXISTING #4 REBAR BESIDE A BOLLARD BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89° 05' 43" W, AND CONTINUING WITH THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT A DISTANCE OF **307.10 FEET**, AND CONTINUING ANOTHER **5.00 FEET**, FOR A **TOTAL DISTANCE OF 312.10 FEET**, TO A COMPUTED POINT INSIDE A 25 INCH OAK TREE;

THENCE N 09° 30' 18" W, AND WITH THE LINE OF LGI HOMES-NC LLC (DEED BOOK 5298 PAGE 2157 GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT **5.00 FEET**, AND CONTINUE ANOTHER **360.20 FEET**, FOR A **TOTAL DISTANCE OF 365.20 FEET**, TO AN EXISTING 1-1/2 INCH IRON PIPE WITH A CENTER NAIL PLUG, SAID EXISTING 1-1/2 INCH IRON PIPE WITH A CENTER NAIL PLUG BEING N 75° 46' 46" E, AND DISTANT 48.58 FEET FROM AN EXISTING #4 REBAR, AND ALSO BEING S 09° 16' 43" E, AND DISTANT 34.31 FEET FROM A 3/4 INCH IRON ROD;

THENCE N 73° 22' 36" E, AND WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS LLC (DEED BOOK 5388 PAGE 1888 GASTON COUNTY REGISTRY), A DISTANCE OF 350.22 FEET, TO A SET #5 REBAR WITH CAP;

FEET, TO AN EXISTING AXLE, SAID EXISTING AXLE BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 35° 45' 35" W, AND WITH THE WESTERLY LINE OF LOT 5, PLAT BOOK 5 PAGE 92 GASTON COUNTY REGISTRY, PASSING A SET #5 REBAR WITH CAP AT **18.35 FEET**, AND CONTINUING **ANOTHER 63.53 FEET** TO A SET #5 REBAR WITH CAP, AND CONTINUING **ANOTHER 18.35 FEET**, FOR A **TOTAL DISTANCE OF 100.23 FEET** TO A 1 INCH PINCHED IRON PIPE WITH WITNESS POST AT THE SOUTHWESTERLY CORNER OF THE LANDS OF SAMMEY CREEK DALLAS, LLC (DEED BOOK 5388 PAGE 1904, PLAT BOOK 99 PAGE 5);

THENCE N 73° 27' 08" E, WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC (DEED BOOK 5388 PAGE 1904 PLAT BOOK 99 PAGE 5), A DISTANCE OF 294.81 TO AN EXISTING 3/4 INCH IRON ROD;

THENCE N 73° 27' 08" E, AND CONTINUING WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC., A DISTANCE OF 198.12 FEET TO AN EXISTING 1-1/2 INCH IRON PIPE;

THENCE N 73° 24' 09" E, AND CONTINUING WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC., A DISTANCE OF 393.25 FEET, TO A SET NAIL AT THE BASE OF AN EXISTING BENT #4 REBAR IN THE WESTERLY LINE OF DALLAS-HIGH SHOALS HIGHWAY (NC HIGHWAY #155) AS SHOWN IN PLAT BOOK 74 PAGES 58-59 GASTON COUNTY REGISTRY;

THENCE S 35° 39' 36" E, AND WITH THE WESTERLY LINE OF DALLAS-HIGH SHOALS HIGHWAY (NC HIGHWAY #155), PASSING AN EXISTING CONCRETE MONUMENT AT **18.20 FEET**, AND CONTINUING **ANOTHER 63.44 FEET** TO AN EXISTING CONCRETE MONUMENT, AND CONTINUING **ANOTHER 18.24 FEET**, FOR A **TOTAL DISTANCE OF 99.88 FEET**, TO A SET NAIL AT THE BASE OF AN EXISTING BENT #4 REBAR;

THENCE S 72° 46' 53" W, AND WITH THE NORTHERLY LINE OF THE LANDS GREGORY PUETT (DEED BOOK 5384 PAGE 885) OF A DISTANCE OF 148.63 FEET, TO A SET NAIL AT BASE OF EXISTING 1-1/2 INCH BENT IRON PIPE;

THENCE S 73° 32' 24" W, AND WITH THE NORTHERLY LINE OF THE LANDS GREGORY PUETT (DEED BOOK 5384 PAGE 888 GASTON COUNTY REGISTRY), A DISTANCE OF 737.29 FEET TO AN EXISTING AXLE, SAID EXISTING AXLE BEING THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED LOT CONTAINS 1.937 ACRES AND IS SHOWN IN A PLAT TITLED "ALTA/NSPS LAND TITLE LOCATION & BOUNDARY SURVEY OF: GASTON AREA LUTHERAN FOUNDATION, INC. DB 4218 PG 2058, AND DB 4633 PG 377", AND LABELED AS ANNEXATION AREA 1, BY CESI, CESI JOB NUMBER 230364.000

EXHIBIT 8F-12

THENCE S 04° 36' 59" E, AND INTO THE LANDS OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), A DISTANCE OF 456.93 FEET, TO AN EXISTING #4 REBAR BESIDE A BOLLARD, SAID EXISTING #4 REBAR BESIDE A BOLLARD BEING THE **TRUE POINT OF BEGINNING;**

THE ABOVE DESCRIBED LOT CONTAINS 3.090 ACRES AND IS SHOWN IN A PLAT TITLED "ALTA/NSPS LAND TITLE LOCATION & BOUNDARY SURVEY OF: GASTON AREA LUTHERAN FOUNDATION, INC. DB 4218 PG 2058, AND DB 4633 PG 377", AND LABELED AS ANNEXATION AREA 2, BY CESI , CESI JOB NUMBER 230364.000

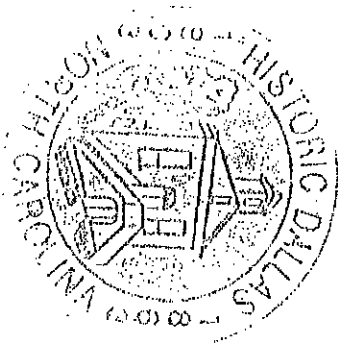
CERTIFICATE OF SUFFICIENCY

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

I, Sarah Ballard, Town Clerk do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 16 Day of October 2023.

SEAL



Sarah H. Ballard
Town Clerk

Re: Shepherd's Way Annexation- PIDs 214259, 214260

Adjacent Property Owners

GASTON AREA LUTHERAN FND INC
916 S MARIETTA ST
GASTONIA, NC 28054

VASUDEVANNAIR UNNIKRISHNAN P
5807 FALLS RIDGE LN
CHARLOTTE, NC 28269-5152

HUFFMAN JAMES BENJAMIN
9021 MEREDITH LEIGH LN
CHERRYVILLE, NC 28021

HOLLAND ROBERT M
102 PAULA CIRCLE
SOUTHPORT, NC 28465-6019

CAMPBELL HARRIETT P LIFE ESTATE
3551 DALLAS HIGH SHOALS RD
DALLAS, NC 28034

SMITH LANNY NEIL
3535 DALLAS HIGH SHOALS HWY
DALLAS, NC 28034

LGI HOMES NC LLC
1450 LAKE ROBBINS DRIVE SUITE 430
THE WOODLANDS, TX 77380

SAMMEY CREEK DALLAS LLC
1205 AUTUMN RIDGE DRIVE
WAXHAW, NC 28173

BROOKS JERRY M, BROOKS PAT E
PO BOX 980
DALLAS, NC 28034-0980

NORTH CAROLINA

GASTON COUNTY

INTERLOCAL AGREEMENT FOR CONSTRUCTION OF
WATER INFRASTRUCTURE

This Agreement, made and entered into this the ____ day of _____, 2023 by and between Gaston County, a political subdivision of the State of North Carolina (hereinafter referred to as "County") and the Town of Dallas, a North Carolina municipal corporation (hereinafter referred to as "Dallas"), and City of High Shoals, a North Carolina municipal corporation (hereinafter referred to as "High Shoals").

WITNESSETH:

WHEREAS, High Shoals has an insufficient water supply, which has resulted in severe water supply shortages during past periods of drought; and,

WHEREAS, Dallas, through its Water and Sewer Department (hereinafter "Department"), currently has available water system capacity to support this critical water need; and,

WHEREAS, pursuant to N.C.G.S. §§ 153A-164 and 160A-461, units of local government are authorized to enter into interlocal agreements for any undertaking; and,

WHEREAS, Dallas, High Shoals, and the County desire to jointly extend Dallas water infrastructure to serve High Shoals and its water customers, (hereinafter referred to as the "Project"); and,

WHEREAS, the County has been awarded Coronavirus State Fiscal Recovery Funds from the North Carolina Department of Environmental Quality (hereinafter "DEQ"), established in S.L. 2021-180 as part of the American Rescue Plan Act (hereinafter referred to as the "Grant") to provide funding to cover a portion of the costs of the Project as set forth herein; and,

WHEREAS, the County has agreed to provide any gap funds required to cover the remainder of the costs of the Project as set forth herein; and,

WHEREAS, the County has agreed to construct or let for construction the Project pursuant to all applicable State, Federal, and local rules and regulations; and,

WHEREAS, the project must be completed during the Grant's period of performance; and,

WHEREAS, the period of performance is defined as the total time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods; and,

WHEREAS, per the Grant Award Terms and Conditions, the period of performance for this Grant ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients using award funds must obligate eligible costs prior to December 31, 2024; and,

WHEREAS, upon Project completion and acceptance, Dallas and High Shoals will assume operation and maintenance responsibility for separate portions of the Project until the end of the period of performance. The boundaries of the service areas are illustrated in Exhibit A, attached to this agreement. An operating agreement will outline each units' scope of responsibility until ownership is transferred from the County. Dallas and High Shoals will comply with US Treasury Terms and Conditions of Program Income requirements through the end of the period of performance; and,

WHEREAS, upon the end of the period of performance of the Grant, the County will transfer ownership of Project to Dallas and High Shoals as a part of its municipal water system. The boundaries of the service areas are illustrated in Exhibit A, attached to this agreement. Dallas and High Shoals will be responsible for meeting all Federal, State, and Local requirements for operating and maintaining Project.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions under which County will construct, and Dallas and High Shoals will operate and maintain the water infrastructure described herein to relieve High Shoals of water supply challenges, and to serve areas north of Dallas including High Shoals.
2. **PROJECT DESCRIPTION:** The scope of work, in accordance with the application approved by the DEQ's Division of Water Infrastructure, includes construction of approximately 23,300 linear ft. of new water line, a new booster pump station, and a new elevated storage tank.
3. **PLANS AND SPECIFICATIONS:** The infrastructure shall be engineered, designed, and constructed in accordance with the specifications agreed to by Dallas and High Shoals. Dallas and High Shoals shall have the right to review and inspect all engineering, design, and construction to ensure all work meets said specifications. Dallas and High Shoals shall not be obligated to accept or maintain the Project if any portion thereof fails to meet their specifications. The engineering and surveying work is to be completed by the County or such other engineer as County shall select, at no cost to Dallas or High Shoals. Upon completion of the Project, County shall provide Dallas and High Shoals a set of as-built drawings.
4. **CONSTRUCTION OF THE PROJECT:** The County agrees to construct or let a contract for the construction of the Project in accordance with all applicable federal, state, and local laws, regulations, and ordinances. County agrees to contract with a professional Construction Engineer and Inspections Firm during construction. Dallas and High Shoals agree to coordinate independent inspections of the waterline construction pertaining to their respective service areas. County agrees to include minor modifications to existing infrastructure in the construction to successfully connect the Project to existing adjacent infrastructure. Upon project completion, Dallas and High Shoals shall operate and maintain the waterline infrastructure as part of their municipal water system according to the service areas illustrated in Exhibit A, attached to this agreement.
5. **PROJECT COSTS:** The cost of the Project is to be funded by the County using the secured Grant funds and local funds to cover any remaining costs. During construction, the County will install a tap for property owners that make such request within a reasonable amount of notice in order to do so,

as determined by the County. Dallas and High Shoals agree to waive tap fees for those customers that receive a County installed tap during the project. In addition to installing taps requested, the County will also make efforts to assist property owners with the cost of installing a water service line to their home or business. Costs unilaterally incurred by Dallas and High Shoals shall not be included in Project costs covered by the County (e.g., inspections, consultant costs, etc.). The County hereby agrees to reimburse Dallas and High Shoals for any costs incurred for materials specific to the project needs based upon documentation of the costs if County terminates the Project prior to successful completion.

The referenced Grant and local funds shall be applied to the costs of construction of the Project. In the event the referenced Grant and local funds are not secured, and suitable replacement funding is not secured, the Project shall not proceed, and this Agreement shall terminate. In the event the County is unable to secure a bid on the contract for the construction of the Project for the estimated amount or less and the parties are unable to agree on a mutually satisfactory arrangement to cover the costs above the estimated cost, the Project shall not proceed, and this Agreement shall terminate.

In anticipation of the extension of the water system and in preparation for the construction of the Project, the County has procured LKC Engineering (hereinafter referred to as "Engineer") to provide professional services for the Project.

The County shall act as lead agency and project manager for the construction of the Project and in the administration of all Grant and local match funds.

All Grant funding shall be administered by the County in accordance with the rules, laws, regulations, terms, and directives of the administering agencies that are applicable to or govern the Grant set forth above.

6. PROGRAM INCOME OBLIGATIONS:

DEFINITION: Program Income refers to gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). Program income includes but is not limited to income from fees for services charged to new customers, or increased user fees for current customers due specifically to the Project. Program income also includes the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, and principal and interest on loans made with Federal award funds. Program income does not include special assessments, tax revenues, system development fees, availability fees, regulatory fees, contractual charges for infrastructure, charges to other local governments to reserve capacity, and penalty charges.

The Dallas and High Shoals shall provide the County with an estimate of Program Income that they expect to generate during the period of performance, based on the total potential customer connections and expected project completion date. This estimate must be provided in order for the County to obligate these expected funds prior to 12/31/2024. Dallas and High Shoals understands that the estimated and obligated program income does not determine the amount of funds available for use during the period of performance and instead, determines the maximum amount

of funds available for reconciliation and use during the period of performance. Dallas and High Shoals understand that any program income received beyond the amount obligated prior to 12/31/2024, will be paid to the Treasury.

REPORTING AND DOCUMENTATION: The County, Dallas, and High Shoals shall maintain accurate records of all program income generated, including the source, amount, dates of receipt, and use of funds. Dallas and High Shoals will report program income to the County, with supporting documentation, on a monthly basis.

USE OF PROGRAM INCOME: Dallas and High Shoals shall establish appropriate accounting procedures to track and retain program income in a special revenue fund separate from other operating revenue. The County will work to reconcile and appropriate program income on a quarterly basis. Provided that appropriate documentation has been provided to the County, reconciliation will then require approval from the County's Commission. Once approval is received, the County will notify Dallas and High Shoals of the amount of program income that is authorized for use from their individual special revenue funds. All unreconciled program income must remain in the special revenue fund until authorization for use has been granted. Any unreconciled program income remaining after the period of performance will be paid to the Treasury. There is no further obligation to track and report program income after the period of performance.

COMPLIANCE AND AUDITING: The County, Dallas, and High Shoals shall comply with all program income requirements imposed by the granting agency, including reporting, recordkeeping, and use of funds. Failure to comply with program income requirements may result in penalties or the need for repayment of funds to the granting agency. Any current regulations or updates from Treasury after the effective date of this Agreement, shall supersede any conflicting provisions found herein.

RETENTION AND ACCESS OF RECORDS: Records shall be maintained for a period of five (5) years following the end of the grant's period of performance. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) in order to conduct audits or other investigations. Dallas and High Shoals shall make available to the County, all reports and documentation related to program income to ensure compliance with the Federal Award.

7. PROPERTY MANAGEMENT:

Any purchase of equipment or real property with grant funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations

8. OPERATION, MAINTENANCE AND EXTENSIONS: Upon project completion, Dallas and High Shoals shall operate and maintain the same as part of its municipal system per the terms agreed to in the operating agreement and according to the service areas illustrated in Exhibit A, attached to this agreement. Upon the end of the period of performance, all rights, title, and interest in Project, including, but not limited to, utility infrastructure, easements, and rights of way, shall be transferred

to Dallas and High Shoals accordingly, and they shall operate and maintain the same as part of their municipal systems from that point forward.

Dallas and High Shoals shall not unreasonably deny connection to the Project by a potential customer requesting service so long as there is sufficient water capacity to support new customers in the Project area and the customer otherwise complies with requirements to receive service, including the requirement to petition for voluntary annexation in exchange for receiving services. No service taps or connections shall be made to the Project except under the supervision and inspection of Dallas or High Shoals as appropriate and upon payment by the property owner of required water connection charges and availability fees, as applicable. By execution of this Agreement, Dallas and High Shoals acknowledge their continuing obligation to provide services to the specified Project areas upon customer compliance with all standard requirements.

WARRANTY: Dallas and High Shoals shall be covered by any warranties provided by manufacturers or suppliers of components or materials, as well as workmanship as outlined in the construction contract. In the event of defects or deficiencies discovered during the warranty period, the County will be promptly notified in writing of such defects or deficiencies.

9. **RIGHTS OF WAY:** County shall be responsible for the acquisition and creation of all easements, rights of way, and encroachment agreements and permits necessary for the construction of the Project. The costs of such acquisition shall be paid out of the Project funds provided by the County as set forth above. The Dallas or High Shoals, as applicable shall provide, without costs, deeds for rights of way across any municipal owned property, including conveyance of fee simple title for said property, if necessary for building the Project.
10. **LEAD AGENCY:** The County shall serve as the lead agency for the Project and shall commence and complete the Project within a reasonable time after the execution of this Agreement, subject to securing the necessary funds. The schedule for the Project shall be established by the County. Project dates shall be specified in the construction contract entered into between the County and the contractor(s) engaged to construct the Project. Completion of the Project in accordance with the contract schedule is contingent upon weather and/or other factors that might necessitate a delay in the construction schedule provided for in said construction contract.
11. **ACCESS:** Dallas and High Shoals shall have the right to inspect and approve documents, materials, papers, and other related items at any point in the Project, with proper notification to County. Further, Dallas and High Shoals shall have access, at all times, to the construction site for the purpose of construction observation. Dallas and High Shoals shall have the right to notify County of any construction that does not meet specifications or the engineering and design of the Project. Upon receipt of such notification County shall take every step necessary to ensure the construction of the Project meets specifications.
12. **INSURANCE AND INDEMNITY:** During construction, County shall provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the City against any and all

damages to persons or property that may be incurred through injury or accident by reason of the County's negligent construction Project.

After project acceptance and execution of the operating agreement, and during the period of performance of the Grant which shall end 12/31/2026, City shall maintain and operate the system, provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the County against any and all damages that may be incurred through injury or accident by reason of the City's negligent operation of Project. City shall name County as an additional insured.

13. **SERVICE CHARGES:** Upon completion and acceptance of the Project, Dallas and High Shoals shall thereafter have the sole and exclusive right to charge and collect for water service furnished to any consumer; and the County shall have no right or interest therein with the exception of managing the Program Income requirements set forth.
14. **SERVICE PROVIDERS:** Dallas and High Shoals shall be the exclusive provider of water services within their outlined service areas as illustrated in Exhibit A, attached to this agreement.
15. **NO JOINT AGENCY ESTABLISHED:** No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
16. **DUPLICATE ORIGINALS:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
17. **INVALID TERMS:** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of any party to this agreement, all parties shall attempt in good faith to negotiate and agree upon a replacement provision.
18. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
19. **NOTICES:** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE COUNTY:

Ray Maxwell

P.O. Box 1578

Gastonia, NC 28053

TO THE CITY OF HIGH SHOALS:

NAME: PJ Rathbone

ADDRESS: 101 Thompkins St.

ADDRESS: High Shoals, NC 28077

TO THE TOWN OF DALLAS:

NAME: Maria Stroupe

ADDRESS: 210 N. Holland St.

ADDRESS: Dallas, NC 28034

20. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon. All parties acknowledge that any agreement regarding the sale of water by Dallas to High Shoals as a result of this project, will be addressed separately between Dallas and High Shoals and the County will not be a party to such agreement(s).
21. **AMENDMENT OR TERMINATION:** This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto, except as provided for in Section 5, Paragraph 2.
22. **REMEDIES IN THE EVENT OF DEFAULT:** In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.
23. **WAIVER:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
24. **BINDING NATURE AND ASSIGNMENT:** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.
25. **GOVERNING LAW AND JURISDICTION:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of

this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.

26. **DISPUTE RESOLUTION:** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations. If non-binding mediation fails, disputes shall be resolved in Gaston County Superior Court.
27. **TITLES OF SECTIONS:** The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
28. **NO DOCTRINE OF CONSTRUCTION AGAINST THE DRAFTER:** All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
29. **FORCE MAJEURE:** Neither party to this Agreement shall be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the control of the party.

IN WITNESS WHEREOF, the undersigned municipal corporations and governmental entities have caused this Agreement to be executed on their behalf by their duly authorized representatives, having hereunto affixed their signatures and seals, the day and year first above written.

CITY OF HIGH SHOALS

By: _____ (seal)

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the **Clerk of the City of High Shoals** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its **Mayor**, sealed with its corporate seal and attested by him/her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

TOWN OF DALLAS

By: _____ (seal)
Town Manager

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the **Clerk of the Town of Dallas** and that by duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its **Town Manager**, sealed with its corporate seal and attested by him/her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

My Commission Expires: _____

Notary Public

GASTON COUNTY

By: _____ (seal)
County Manger or Designee

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

County Attorney

This document has been pre-audited in the manner required by the Local government Budget and Fiscal Control Act

Finance Director/Deputy finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

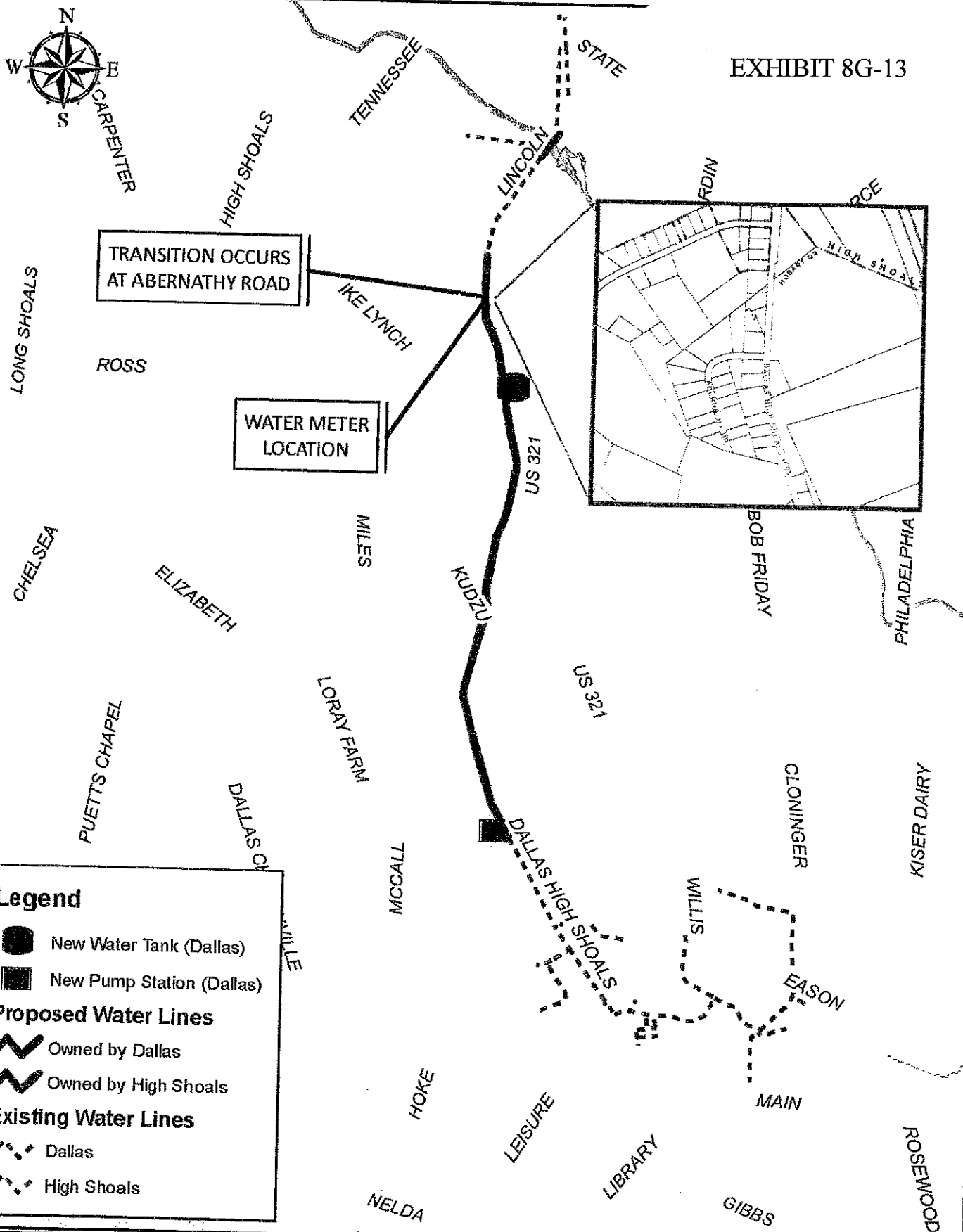
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the **(Deputy) County Manager/Assistant County Manager** and that by authority duly given as the act of the municipal corporation, the foregoing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

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

My Commission Expires: _____

Notary Public

EXHIBIT A – SERVICE AREAS



Legend

- New Water Tank (Dallas)
- New Pump Station (Dallas)

Proposed Water Lines

- Owned by Dallas
- Owned by High Shoals

Existing Water Lines

- Dallas
- High Shoals



INTERLOCAL AGREEMENT - WATER LINES
DALLAS / HIGH SHOALS WATER INTERCONNECTION
PROJECT NO. SRP-D-ARP-0075