

**Town of Dallas
 Agenda
 August 8, 2023
 6:00 PM
 BOARD OF ALDERMEN
 Rick Coleman, Mayor**

Sam Martin

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

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MINUTES FOR BOARD OF ALDERMEN MEETING

July 11, 2023

6:00 PM

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

The following Staff members were present: Maria Stroupe, Town Manager; Brian Finnegan, Development Services Director; Robbie Walls, Police Chief; Sarah Ballard, Town Clerk; Lanny Smith, Electric Director; Dustin Haney, Assistant Fire Chief; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; David Lingafelt, Code Enforcement Officer; Tom Hunn, Town Attorney; Nick Daniello, Parks and Rec Director; and Sonny 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 Withers made a motion to approve the agenda with three additions, seconded by Alderwoman Morrow and carried unanimously.

Approval of Minutes:

Alderman Milton motioned to approve the minutes from the June 13th regular meeting, seconded by Alderman Cearley and it was carried unanimously.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

Mike Fields of 1333 Philadelphia Church Road thanked the Town Staff for their hard work at the July 4th festivities.

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

Consent Agenda:

Item 5A Budget Amendment- Façade Grant Award

This budget amendment was made in June, but Mr. Scruggs did not submit his receipts for the reimbursement, so the funds were not expended. Now that FY2023 has ended and FY2024 has begun, the budget amendment has to be done for this fiscal year. Four Façade Grants have been awarded to Jerry Scruggs for façade improvements to 107 E. Trade St., 109 E. Trade St., 111 E. Trade St., and 113 E. Trade St. for a total of \$15,000.00, as follows:

107 E. Trade St. - \$3,750.00

109 E. Trade St. - \$3,750.00

111 E. Trade St. - \$4,500.00

113 E. Trade St. - \$3,000.00

Attached is a budget amendment to appropriate funds to make the Façade Grant awards, as at the time of budget preparation for the current fiscal year, there were no known awards being considered (Exhibit 5A-1).

Item 5B Budget Amendment-PD Calendar Proceeds

Each year the Police Department has a calendar made that generates a small amount of revenue for the department to use for items not in the original budget. This year the proceeds total \$3500. Attached is a budget amendment to accept the revenue and appropriate the funds to be expended. This year the department is planning to purchase challenge coins for a community initiative and lights to be placed on the officer's uniforms for additional safety (Exhibit 5B-1).

Item 5C Budget Amendment-K9 Medical Costs

K9 Clever was seen by veterinary professionals recently for four broken canine teeth. It has been determined that he will need surgery to repair these four teeth. This is a common issue in military and police K9's due to the nature of their training and work. Attached is a budget amendment to cover the costs of the anticipated procedure, as this information was not available during budget preparation (Exhibit 5C-1).

Alderswoman Morrow made a motion to approve all three items on the consent agenda, seconded by Alderman Cearley and carried unanimously.

Public Hearings:

No public hearings at this time.

Old Business:

There was no old business at this time.

New Business:

Item 8A Gastonia Honey Hunters/Momentus Group Presentation

Representatives from the Momentus Group will be making a presentation on activities surrounding the Gastonia Honey Hunters, as well as CaroMont Park and the FUSE District.

No one from the organization was able to attend the meeting.

Item 8B Special Event Request-Dallas Minister's Association Back to School Drive

The Dallas Minister's Association has submitted a Special Events Application to hold a Back-to-School Drive on August 7, 2023, in conjunction with the Dallas Police Department's Back-to-School event. The event would run from 5:00 pm to 8:00 pm at Cloninger Park. Area churches will be distributing clothing for back to school, snowcones, and will be accompanied by music; all of which will be open to the general public.

There are no road closures being requested. They are requesting use of electrical power for amplified sound (Exhibit 8B, 1-5).

The Town Manager presented the item to the Board.

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

Item 8C Special Event Request-Dallas High School Reunion

Mr. Ray Hoyle has submitted a Special Event Request to use the Dennis Franklin Gym for a reunion of all grades of Dallas High School in mid- to late- September. The event would include a Sock Hop dance with potentially a DJ. Estimated attendance is 75-100. It is noted that there were 352 in attendance at the last event in 1998. Mr. Hoyle also noted that although there were no food vendors in 1998, there could possibly be a food truck. They are still in the early planning stages and do not have all of their plans set yet. On the application, the event time is listed as potentially 6:00 pm to 10:00 pm, but they are also considering holding a free throw contest earlier in the day. At this time, there is no time frame for the potential daytime event. Upon submitting the application, Mr. Hoyle was informed that the Gym floor has to be torn out and replaced. This needs to be accomplished prior to the beginning of basketball season. We will be putting the project out for bids and the timing will be contingent on the chosen contractor's schedule. Mr. Hoyle understands that the floor replacement is critical for safety reasons prior to holding the Town's basketball program and the timing may interfere with the potential event (Exhibit 8C, 1-7).

The Town Manager presented the item to the Board.

After much discussion between the Board, Staff, and Mr. Hoyle, the Board decided to put this item on hold until the floor repair is situated.

Item 8D Shepherd's Way Annexation Petition

Spencer McNab of BGE, Inc., on behalf of Gaston Area Lutheran Fund, Inc., property owner, submitted a voluntary annexation petition on 6/12/2023. The petition is for voluntary contiguous annexation of a 3.09-acre 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. This entire 18.61-acre parcel is highlighted for new residential development in the 2030 Future Land Use Plan. In order to move forward with the request, the Board of Aldermen must direct Staff to investigate the sufficiency of the petition to determine if it meets the standards of 160A-31. This is the first step in the process and does not obligate the Town to annex the property at this point (Exhibit 8D, 1-7).

The Development Services Director presented the item to the Board. The Board asked Staff to investigate the sufficiency of the petition and bring back the results so a public hearing can be set.

Alderman Withers made a motion to approve the investigation, seconded by Alderman Milton and carried unanimously.

Item 8E Special Event Request-Dallas Small Business Association

Several months ago, some of the businesses located around the Court Square area have come together as Dallas Small Business Association. They have submitted a special event request to hold a Dallas Back to School Block Party on Thursday, August 24th from 6:00 – 8:30 pm in the 100 block of N. Holland St. with an estimated attendance of 1500. The purposed of the event is to promote school spirit and serve as a pep rally for North Gaston High School, whose first home football game is August 25th. They plan on having food vendors, the high school band, a sound system, and stage. They are requesting street closure from 4:00 pm until 10:00pm to include set up and clean up. Also, they are requesting 20 trash cans, security by Dallas Police, and use of electrical hookups (Exhibit 8E, 1-7).

The Town Manager presented the item to the Board.

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

Item 8F Ridge Street Inspection

The Development Services Director presented the item to the Board.

After inspection of both properties, 422 and 425 S. Ridge St, the Development Services Director and the Code Enforcement officer will proceed with the minimal housing procedures for these properties.

Item 8G Pedestrian Traffic on Trade Street

Alderman Milton brought the topic of the busy traffic through the middle of downtown to the Board for discussion. After discussion between the Board and Staff, the Board asked Staff to speak to the downtown business owners about talking to their patrons concerning using the crosswalk and the public parking lot at the corner of Trade and Gaston Street's, for safety reasons.

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 (6:50).

Rick Coleman, Mayor

Sarah Hamrick Ballard, Town Clerk

MINUTES FOR BOARD OF ALDERMEN WORK SESSION

July 25, 2023

5:00 PM

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

The following Staff members were present: Maria Stroupe, Town Manager; Brian Finnegan, Development Services Director; Robbie Walls, Police Chief; Sarah Ballard, Town Clerk; Lanny Smith, Electric Director; Earl Withers III, Fire Chief; Jonathan Newton, Finance Director; Landon Wright, Planner; and Bill Trudnak, Public Works Director.

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

The Mayor then opened with the Pledge of Allegiance to the Flag.

At this time, the Mayor asked if there were any additions or deletions to the agenda. Alderman Withers made a motion to approve the agenda with four additions, seconded by Alderwoman Morrow, and carried unanimously.

New Business:

Item 3A Text Amendment-Removal of Tree Trimmings

The Gaston County Solid Waste Disposal Fee Schedule charges \$42.00/ton for mixed solid waste. The charge for yard waste/tree trimmings is \$18.00/ton. This is a \$24.00/ton difference in the charge incurred. Currently, the Town picks up tree trimmings together with other solid waste. Attached is a proposed ordinance amendment that would require tree trimmings be separated from mixed solid waste, which would result in a 57.1% decrease in cost to dispose of tree trimmings over what we are currently paying (Exhibit 3A, 1-5).

The Town Manager and the Public Works Director presented the item to the Board. After discussion between Board and Staff, the Board asked the Public Works Director to monitor the situation for a few months and then bring back for further discussion.

Item 3B Plan to Inform School Board of Concerning Growth

With the continued growth in the Dallas area, this discussion would form a plan to inform the Gaston County School Board of needed school funding for the future of the Dallas community.

The Town Manager presented the plan to the Board for discussion. The Board asked Staff to contact the School Board as soon as possible about the concern of growth.

Item 3C Water Supply MOU with High Shoals

As the potential water supply project with High Shoals continues to progress, a Memorandum of Understanding (MOU) needs to be adopted between the two municipalities. Attached is a draft MOU for review (Exhibit 3C, 1-2).

The Town Manager presented the item to the Board. After discussion, the Board decided to bring the item back to the August 8th Board meeting for approval.

Item 3D AIG Transformer Upgrade

AIG is planning to install additional equipment at the plant that will require 2-2500 KVA transformers to supply the electrical needs. As per Town Policy, these additions are to be paid for by the property owner. Below is a breakdown of the costs they would be required to pay for these additions:

2 Transformers	\$196,292.00
Materials	\$ 24,064.05
Equipment	\$ 10,200.00
Advertising	\$ 1,000.00
Labor	<u>\$ 10,572.00</u>
Total	\$242,128.05

AIG is requesting relief from this requirement.

The Town Manager gave the breakdown of the cost of the AIG upgrade. After discussion, the Board asked Staff to gather more information and bring back for further discussion.

Item 3E Jagers Park

The Board discussed the need for continuing improvements to the Park. The Board asked for Staff to bring back more information for further discussion.

Item 3F Road Issues

The Board discussed gravel and patch issues with the roads around the Town. The Public Works Director will get quotes to repair the issues.

Item 3G College Street

The Board discussed the issue of tractor trailers causing congestion on College Street. The Board asked Staff to bring back an updated ordinance for approval to help correct the problem.

Manager's Report:

The Town Manager gave a report on up-coming events to the Board.

Alderman Martin made a motion to adjourn, seconded by Alderwoman Morrow and carried unanimously (5:42).

Rick Coleman, Mayor

Sarah Hamrick Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment – Economic Development Fund

AGENDA ITEM NO. 5A

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

In anticipation of the renovation of 208 N. Holland St., two approved sales of Town property, and potential expenditures within the Façade Grant program a budget amendment has been prepared to accept and appropriate funds in the Economic Development Fund.

Attached is the budget amendment for approval.

MANAGER RECOMMENDATION: Approve the budget amendment to accept and appropriate funds within the Economic Development Fund for anticipated projects, as presented.

BOARD ACTION TAKEN:

**Town of Dallas
Budget Amendment**

Date: August 8, 2023

Action: Economic Development Fund Amendment

Purpose: To Accept and Appropriate Funds for Anticipated Projects

Number: ED-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
33	8500	0400	Professional Service	\$0	\$30,000	\$30,000
33	8500	7900	Land, Building, Construction	\$0	\$180,000	\$180,000
33	8500	7900	Façade Grants	\$15,000	\$30,000	\$15,000
33	3460	0000	Proceeds From Sale	\$0	\$9,248	\$9,248
33	3933	0000	Contribution From SCIF Fund	\$0	\$180,000	\$180,000
33	3999	0000	Fund Balance Appropriated	\$15,000	\$50,752	\$35,752

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment – Dallas Stanley Highway Pump Station Carry-Over

AGENDA ITEM NO. 5B

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

At the March 14, 2023 Board of Aldermen meeting a budget amendment was approved to proceed with construction of a new pump station on Dallas Stanley Highway. At that time, approximately 60% of project cost of \$1,245,235 was anticipated to be completed by June 30, 2023. The remainder of the cost (\$498,000) was budgeted in the FY 2023/24 budget year.

Due to supply chain delays only \$195,405.50 was actually spent on the project in FY 2022/23. A budget amendment is required to appropriate the unspent amount of \$551,830 into the new FY 2023/24 budget.

Attached is a budget amendment to appropriate funds for the completion of the Dallas Stanley Highway Pump Station project, currently in process.

MANAGER RECOMMENDATION: Approve the budget amendment to appropriate necessary funds to complete the Dallas Stanley Highway Pump Station project, as presented.

BOARD ACTION TAKEN:

**Town of Dallas
Budget Amendment**

Date: August 8, 2023

Action: Water/Sewer Fund Amendment

Purpose: To Re-Appropriate Funds for Completion of Dallas Stanley Highway Pump Station from FY2022/23

Number: WS-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	8100	7303	Capital Outlay: Sewer	\$498,000	\$1,049,830	\$551,830
20	3999	0000	Fund Balance Appropriated	\$66,725	\$618,555	\$551,830

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Interlocal Agreement for Healthcare through NCLM

AGENDA ITEM NO. 5C

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

As of July 1, 2023, employee healthcare transitioned to the North Carolina League of Municipalities (NCLM). This transition gives our employees access to the widest network of healthcare systems statewide. It also will provide more stability in the rate structure, as local governments across the state are pooled together.

Attached is an interlocal agreement outlining healthcare administration under the Municipal Insurance Trust of North Carolina .

MANAGER RECOMMENDATION: Approve the MIT Interlocal Agreement, as presented.

BOARD ACTION TAKEN:

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR BENEFIT RISK SHARING**

This Agreement, made and entered into in duplicate originals this _____ day of _____, 2_____, by and between all the parties who are now, or may hereafter become, members of the Municipal Insurance Trust of North Carolina (hereinafter "Trust");

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter "participants") pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, to adopt rules, regulations, policies, and bylaws for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Trust, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust's plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to medical, dental, vision, life, accident, disability, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
6. To lease or rent real and personal property it deems to be necessary;
7. To borrow or raise monies for the purpose of the Trust to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for

any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;

8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually re-

sponsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Trust. Subject to the services and sponsorship agreement between the Administrator and the Trust, the Administrator shall provide day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Administrator shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Trust. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (g) of this Agreement, a member may be suspended or expelled by the Trustees from the Trust only

after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement. No payment shall be required of the Trust as a result of any accident to or illness of a participant of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement.

<p>SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES</p>
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The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Trust agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- (c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- (d) To cooperate in all respects with the Trust, the Trustees, the Administrator, and any contractors of the Trust in carrying out the purposes of this Agreement;
- (e) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;

- (f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- (g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust upon thirty (30) days' prior written notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XVI of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after thirty (30) days' notice has been delivered to the expelled member in accordance with Section XVI of this Agreement; and
- (h) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITHDRAWAL

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding

Trust Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XVI of this Agreement thirty (30) days prior to the last day, June 30, of the Trust Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Trust Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in this Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement or of any plan, coverage, product or service provided by the Trust on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal year. A terminating member is entitled to a final accounting when all incurred claim are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the

- (a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Trust during the current Trust Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

SECTION XIV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Administrator. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or

directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
150 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Trust and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Municipal Insurance Trust of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

MUNICIPAL INSURANCE TRUST
OF NORTH CAROLINA

BY: _____
Chair
Board of Trustees

NORTH CAROLINA LEAGUE
OF MUNICIPALITIES

BY: _____
Executive Director
Administrator

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board) BY: _____
(Mayor, or Board Chair)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Resolution Accepting Wastewater AIA Grant Funding

AGENDA ITEM NO. 5D

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

In August 2022, the Town received a letter of intent from the Division of Water Infrastructure (DWI) to fund a Wastewater Asset Inventory and Assessment Grant in the amount of \$150,000, with no match or grant fee required.

The Town has recently received the official notification of the offer and acceptance of our scope of work proposal. The scope of work will include the following:

- Full assessment of five (5) existing pump stations; including drawdown tests, electrical inspection, verification of control operations, and overall condition evaluation of pump station structure.
- Visually inspect approximately 660 sewer manholes to determine the existing condition, diameter and number/size of lines entering/leaving the manholes and GPS the manholes to provide improved digital sewer mapping.
- Acquisition of an Asset Management Software package that will provide access to the Town's system mapping and database to field work crews.
- Smoke test a portion of the Town's wastewater collection lines (if budget available).
- Cost opinions will be prepared and the identified projects will be prioritized and included in an updated Capital Improvement Plan based upon the investigation and assessment work.
- Update the Town's Asset Management Plan for their sanitary sewer system. This plan will meet the requirements of the "Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory and Assessment, Capital Cost, and Operating Analysis" and include the information collected as part of the fieldwork.

This grant is funded by funds from the American Rescue Plan Act through the State of North Carolina. Therefore, attached is a resolution formally accepting these funds in the Town of Dallas, as required by the grant. The resolution outlines acceptance and procedures related to receiving and using the funds. Also included in the resolution is designation of authority to receive the funds.

MANAGER RECOMMENDATION: Approve the Resolution Accepting for Wastewater AIA Grant Funding, as presented.

BOARD ACTION TAKEN:



Resolution Accepting ARPA Funds for Wastewater AIA Grant Project

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs; and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$150,000 to perform an Asset Inventory and Assessment study detailed in the submission application; and

WHEREAS, the Town of Dallas intends to perform said project in accordance with the agreed scope of work.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS

That the Town of Dallas does hereby accept the American Rescue Plan (ARP) offer of \$150,000.

That the Town of Dallas does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Maria Stroupe, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 8th of August, 2023 at Dallas, North Carolina.

Rick Coleman, Mayor

Attested by:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Adoption of a Water Supply MOU with High Shoals

AGENDA ITEM NO. 5E

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

As the potential water supply project with High Shoals continues to progress, a Memorandum of Understanding (MOU) needs to be adopted between the two municipalities. A draft MOU was reviewed and discussed at the July 25th Work Session.

Attached is the Water Supply Memorandum of Understanding with High Shoals to be adopted.

MANAGER RECOMMENDATION: Adopt the Water Supply Memorandum of Understanding with the City of High Shoals, as presented.

BOARD ACTION TAKEN:

NORTH CAROLINA
GASTON COUNTY

**MEMORANDUM OF UNDERSTANDING
WATER SUPPLY BY AND BETWEEN
TOWN OF DALLAS AND CITY OF HIGH SHOALS
FOR THE SALE OF WATER
TO THE CITY OF HIGH SHOALS**

THIS MEMORANDUM, executed the _____ day of _____, 20____, by and between the **TOWN OF DALLAS**, a municipal corporation of the State of North Carolina, (hereinafter called the "TOWN"), and the **CITY OF HIGH SHOALS**, a municipal corporation of the State of North Carolina, (hereinafter called the "CITY");

WHEREAS, the Town currently owns and operates a Water Treatment Plant that has a treatment capacity in excess of current usage, and the City has ceased operation of its water treatment plant; and,

WHEREAS, the City has need for a source of potable water to be used for usual and customary purposes, and the Town currently has water available for sale from its treatment plant; and,

WHEREAS, the Town is willing to sell water to the City for such use.

NOW, THEREFORE, the parties hereto mutual understand as follows:

1. **AMOUNT OF WATER.** The Town agrees to sell an amount sufficient to satisfy the City's needs, not to exceed their needs, that is available beyond the needs of the Town; this water shall meet all standards of the North Carolina Department of Environment and Natural Resources and/or any other governmental agency having jurisdiction over the water system of the Town, provided, however, that the City agrees the condition of the water after it is delivered to the City through a meter is the sole responsibility of the City. The parties agree that in an emergency, the City and Town officials shall make whatever arrangements that are reasonably necessary to accommodate the water demands of both the City and Town on a temporary basis.

2. **PURCHASE RATE.** The City is willing to pay the Town a reasonable rate to be determined per gallon for the water passing through the meter. The rate of withdrawal shall not exceed an agreed upon amount of gallons per minute for a consecutive two-hour period. Any changes in the billing rate shall be made effective on the renewal date of any future Agreement, as stated in any future agreements. The Town shall review its billing rate in advance of the renewal date, and notification of any proposed changes shall be given to the City in sufficient time in advance of the renewal.

3. INTERCONNECTION OF WATER LINES AND METERING STATION. The interconnection of water systems and the location of the metering station has already been accomplished by the City, in coordination with the Town's officials. The meter shall be read by the Town on a monthly basis and the City shall be billed on a monthly basis, based on these monthly readings. Water bills are sent out by the Town during the first week of each month, and the billed amount is due to the Town by the last working day of each month. The meter shall be calibrated and certified accurate as necessary or at the request of one of the parties. In the event that one party suspects that the water meter is not accurate and the other party does not agree, then the meter shall be test for accuracy; the parties agree to rely on the certification of the meter tester. The cost of the meter testing shall be the responsibility of the requesting party, and necessary billing adjustments shall be made if the meter is found to be in error.

4. DURATION AND TREATMENT. This Memorandum of Understanding shall terminate on an agreed upon date. This Memorandum of Understanding shall automatically renew for successive terms to be determined.

IN WITNESS WHEREOF, Town of Dallas and City of High Shoals have caused this Memorandum of Understanding to be executed by their Mayors, respectively, their corporate seals to be affixed and attested by their clerks, all by the authority of the respective governing bodies of each party of this Memorandum of Understanding, as of the date and year first above written.

TOWN OF DALLAS

CITY OF HIGH SHOALS

Rick Coleman, Mayor

PJ Rathbone, Mayor

Attest:

Attest:

Sarah Ballard, Town Clerk

Brandi Strange, City Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Resolution for Procurement Through The NC Sheriff's Association

AGENDA ITEM NO. 5F

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

The North Carolina Sheriff's Association is a procurement entity that local governments can use to purchase needed items. They hold hundreds of competitively solicited cooperative contracts ready for local governments to use in compliance with NCGS §160A-461. This speeds up the purchasing process for local governments.

In order to use The NC Sheriff's Association, a resolution must be passed the Board of Aldermen to allow Dallas to participate in an Interlocal Cooperative Agreement.

Attached is the Resolution for review.

MANAGER RECOMMENDATION: Approve the resolution allowing Dallas to participate in an Interlocal Cooperative Agreement with The NC Sheriff's Association, as presented.

BOARD ACTION TAKEN:



Resolution Authorizing an Interlocal Agreement for Purchasing through The NC Sheriff's Association

WHEREAS, The North Carolina Sheriff's Association obtains bids and offers cities and counties the ability to purchase off of those contracts; and

WHEREAS, the Town of Dallas wants to participate in this Interlocal Cooperative Agreement under NCGS §160A-461; and

WHEREAS, this Resolution will authorize the Mayor of Dallas to execute the Interlocal Cooperative Agreement with The NC Sheriff's Association on behalf of the Town of Dallas to purchase various items; and

NOW THEREFORE BE IT RESOLVED, by the Board of Aldermen for the Town of Dallas, North Carolina, assembled in Regular Session, this 8th day of August 2023 that the Mayor of Dallas is hereby authorized to execute a joint purchasing agreement with The NC Sheriff's Association on behalf of the Town of Dallas.

THIS RESOLUTION IS PASSED AND ADOPTED, this the 8th of August 2023 at Dallas, North Carolina.

Rick Coleman, Mayor

(Municipal Seal)

Attested by:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Text Amendment – Tree Trimmings/Yard Waste

AGENDA ITEM NO. 6A

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

Due to changes in the County Landfill pricing, Staff proposes the following text amendment to Chapter 51 of the Town Code of Ordinances clarifying the difference yard waste and bulk garbage, and to add regulations that refuse in the two categories are piled separately for pickup.

The proposed draft was presented at the July 25th work session and no changes have been made since then.

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 Friday, July 28th and Friday, August 4th.

MANAGER RECOMMENDATION: Approve the Text Amendment to Chapter 51 concerning yard waste, as presented.

BOARD ACTION TAKEN:

CHAPTER 51: GARBAGE AND REFUSE COLLECTION

Section

- 51.01 Definition
- 51.02 Garbage required to be promptly removed
- 51.03 Garbage carts and recyclable items
- 51.04 Dumpsters
- 51.05 Wet garbage
- 51.06 Placement and removal of garbage cans
- 51.07 Removal of dead animals
- 92.05 Removal of Tree Trimmings**
- 51.99 Penalty

§ 51.01 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

GARBAGE. Includes all refuse, animal, fruit and other vegetable matters, all tin cans, glassware and crockery in which any such matter has been put up or stored, and all rags, wastepaper, floor sweepings and other combustible refuses, except building material scraps and ~~tree trimmings.~~ **Yard Waste.**

YARD WASTE. Any organic, vegetative material removed from the property originating outside the home. Examples of yard waste include, but are not limited to, tree trimmings, shrubs and shrubbery clippings, grass clippings and weeds, and leaves. Yard waste does not include rocks, dirt, or other types of soil.

(Prior Code, § I-II-1)

§ 51.02 GARBAGE REQUIRED TO BE PROMPTLY REMOVED.

(A) No garbage that has become decayed or that shall otherwise be a menace to health or cleanliness shall be allowed to remain in any dwelling house, hotel, boarding house, café, restaurant, lunch stand, fruit stand, meat market, store or other building or on any premises a longer time than shall be reasonably necessary to remove and deposit the same in a can or cans as hereinafter provided in this chapter.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99

(D) Any violation of the condition above shall also constitute a violation of § 92.01, and be subject to all associated penalties.

(Prior Code, § I-II-2) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.03 GARBAGE CARTS AND RECYCLABLE ITEMS.

(A) The occupant of every building, premises or place where garbage does or may exist shall be provided with a garbage receptacle in which the occupant shall deposit all garbage existing at the place occupied by occupant. If the occupant needs additional garbage receptacle(s), the occupant shall contact the administrative office requesting the number needed. Receptacles are the property of the town and shall not be removed if the occupant vacates the premises. All garbage shall be placed in trash bags and tied or fastened securely before being placed in receptacles and all garbage receptacles shall be placed where they can be conveniently reached by the garbage collector (see § 51.08). Garbage receptacles shall be appropriately placed by 6:00 a.m. on the morning designated as the pick-up day at the occupant's location and shall be promptly removed to the back or side yard of that location after having been emptied by the garbage collector (see § 51.08). All receptacles shall be kept reasonably clean by the use of lye or other effective cleaners.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-3) (Ord. passed 10-10-2000; Ord. passed 9-1-2003; Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.04 DUMPSTERS.

(A) Every site upon which one or more dumpsters are to be placed shall be located and constructed so as to facilitate collection and minimize any harmful effect on persons occupying the development site, neighboring properties or public rights-of-way. Those premises hereafter that provide a dumpster shall locate the dumpster on the property it serves. The site shall be paved with concrete, asphalt or other bituminous paving and shall be located abutting a driveway of sufficient width to allow access by the private solid waste collection equipment. Sites and means of access shall be approved by the Town Planner.

(B) All dumpsters shall be screened where, in the absence of screening, they would be clearly visible at dumpster level to:

(1) Persons located within any dwelling unit on residential property other than that where the dumpster is located;

(2) Occupants, customers or other invitees located within any building on nonresidential property other than that where the dumpster is located, unless the other property is used for purposes permitted exclusively in the Industrial Zoning District; and

(3) Persons traveling on any public street, sidewalk or bikeway within the town.

(C) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(D) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-4) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.05 WET GARBAGE.

(A) All wet garbage shall have the liquid drained off and shall be wrapped in paper or other combustible material before it is placed in the garbage can, thus preventing smell and the breeding of flies in summer and freezing and adhesion to the can in winter.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-5) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.06 PLACEMENT AND REMOVAL OF GARBAGE CANS.

(A) Garbage cans or similar containers containing garbage and trash for removal shall be placed at the curb/roadside of the premises from which the same are to be removed at or before 6:00 a.m. on the day scheduled for removal. After the garbage cans or similar containers have been emptied, the same shall be removed from the curb/roadside before 7:00 p.m. on the same day collected.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-8) (Ord. passed 8-13-1996; Ord. passed 10-10-2000; Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.07 REMOVAL OF DEAD ANIMALS.

Dead animals will be removed by the town at any time.

(Prior Code, § I-II-10) (Ord. passed 5-10-1994)

§ 92.05 REMOVAL OF TREE TRIMMINGS

(A) Tree trimmings will be collected by the town once each week, provided that the collections shall be limited to no more than one truck load per week per residence; if additional service is required or requested by the owner or occupant of the premises and if approved by Public Works Director, the collections will be made on the basis of the total cost per truck load after initial load in accordance with the fee schedule to be paid in advance to the town before the matter is loaded on the truck; tree trimmings shall be placed at a place that can be conveniently reached by the trash collector; tree trimmings shall not, however, be placed in the street right-of-way normally used by vehicles, pedestrians or for surface drainage; tree trimming shall not be longer than six feet in length nor weigh more than 50 pounds. All yard waste shall be put in separate

piles from other bulk trash and garbage as defined in 51.01. The town shall not collect yard wasted that does not meet the requirements of this section.

(Ord. Passed 00/00/00)

§ 51.99 PENALTY.

(A) (1) The Code Enforcement Officer or Public Works Director shall notify the property owner and tenant where applicable by first class mail of the conditions in violation of Town ordinances and shall order abatement thereof within five days following the date of the notice of violation.

(2) When the property owner and/or tenant has failed to comply with a notice of violation as described above, the Code Enforcement Officer or Public Works Director shall not be required to provide further notice of violation to that person with regard to the same property before taking any enforcement action.

(B) Any person, including, but not limited to, any firm, organization, private corporation or governing body, agents or employees of any municipal corporation- including tenants of real property- who violates this chapter shall be subject to a civil penalty in the amount of \$50 after the given time to correct expires.

(1) Each day that a violation continues after a person has been notified that such a violation exists, and that he or she is subject to the penalty specified, shall constitute a separate offense once the time to correct has expired.

(2) The violator shall contact Town Hall or Public Works for a re-inspection once the violation is remedied in order to stop the accrual of civil penalties.

(3) Civil penalties may be recovered by the Town in a civil action in the nature of debt if the violation persists 30 days after the violator(s) have been cited for violation of the ordinance, or if a balance remains unpaid after a final invoice is mailed.

(C) A town agent or employee may enter upon the premises and perform any work that may be necessary to bring the property into compliance with this section and the town shall charge the cost thereof against the premises upon which the work was performed.

(1) The costs of any work performed under this section shall constitute a lien against the premises upon which the work was performed and may be collected in the same manner as taxes upon real property. The term COST as used in this section shall include interest at the rate of 8% per annum until the lien is paid. Interest does not accrue until a bill for the cost becomes overdue (Senate Bill 181, 1999).

(2) Chronic violators. The town shall notify any chronic violator of this section to whom a current violation notice has been provided that, pursuant to G.S. § 160A-200.1, the town shall take action to remedy the violation without further notice and the expense of the action shall become a lien on the property and shall be collected as unpaid taxes. For the purposes of this section, a CHRONIC VIOLATOR is a person who owns property whereupon, in the course of the then current year, the town has provided the property owner notice of violation of any provision of this section at least two previous times.

(3) If the town or any person sustains damages arising out of a violation of this section, a court in a civil action may order the person to pay the town or the injured party up to three times the actual damages or \$200 whichever is greater. In addition, the court shall order the person to pay the town's or the injured party's court costs and attorney's fees.

(D) This chapter may also be enforced by any appropriate equitable action, including but not limited to injunctions or orders of abatement.

(E) The town may enforce this chapter by any one or any combination of the foregoing remedies.

(F) Violations of the provisions of this chapter shall not be considered a misdemeanor pursuant to G.S. § 14-4.

(Ord. passed 9-10-2019)

**NOTICE OF PUBLIC
HEARING –
TEXT AMENDMENT
TOWN OF DALLAS, NC**

Notice is hereby given that the Town of Dallas will hold a public hearing on the below listed proposed text amendment to Chapter 51: 51.01 and 92.05. The hearing will be held before the Town Board of Aldermen at their regularly scheduled meeting on Tuesday, August 8, 2023 at 6:00 PM in the Fire Station Community Room at 209 West Main St., Dallas, NC 28034.

The Board of Aldermen will consider a text amendment request submitted by Town Staff to amend language located in the Town of Dallas Ordinance 51.01 and 92.05. Specifically, in 51.01, the last part of the Definition of Garbage will be changed from "tree trimmings" to "yard trash." As well, in 92.05 (A), "\$25 per truck load or portion thereof" will be changed to "the total cost per truck load after initial load in accordance with the fee schedule." There will also be added language at the end of 92.05 stating "Tree limbs, shrubbery trimmings, and all brush shall be put in separate piles from other bulk trash and garbage as defined in 51.01. The town shall not collect tree and shrubbery trimmings that do not meet these requirements."

All interest persons are invited and encouraged to attend this meeting in person or via Zoom. For persons requiring special assistance, please contact Town Hall at 704-922-3176 at least 48 hours in advance. For more information, email Bill Trudnak, Public Works Director, at btrudnak@dallasnc.net.

7/30/23, 8/6/23 9099568

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Special Event Date Change Request – Rusty Rabbit Oktoberfest

AGENDA ITEM NO. 8A

MEETING DATE: 8/8/2023

BACKGROUND INFORMATION:

At the March 14, 2023 Board of Aldermen meeting, a special event request from the Rusty Rabbit to hold an Oktoberfest event on October 28, 2023 was approved. At the June 13, 2023 Board of Aldermen meeting, The Rusty Rabbit submitted a request to change the date from October 28 to October 21, which was approved by the Board of Aldermen.

The Rusty Rabbit has submitted a new request to move the event back to the original date of October 28, 2023. This is the only change being requested to the event approval. The other aspects of the event will remain the same.

Attached is the Special Event Application reflecting the date change requested.

MANAGER RECOMMENDATION: Approve the Oktoberfest Special Event date change request, as presented.

BOARD ACTION TAKEN:



Special Events/ Activities Application

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

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Refer to the Special Events Policy and Town of Dallas Fee Schedule for all Special Events requirements. Applicants are responsible for providing complete and accurate information on the application. The applicant is responsible for notifying the Town of Dallas of any changes. **A COMPLETE application must be submitted by no later than the first Tuesday of the month for consideration at the next Board of Aldermen meeting. Events must be approved at least 14 days in advance of the event.**

INCOMPLETE APPLICATIONS WILL BE RETURNED.

APPLICATION INFORMATION

Name of Event:	<input style="width: 90%;" type="text" value="Oktoberfest"/>		
Facility Requested:	<input style="width: 90%;" type="text"/>		
Applicant Name:	<input style="width: 90%;" type="text" value="Tim Radford"/>		
Organization:	<input style="width: 90%;" type="text" value="Rusty Rabbit"/>		
Mailing Address:	<input style="width: 90%;" type="text" value="104 E. Main Street"/>		
City / State / Zip:	<input style="width: 90%;" type="text" value="Dallas NC 28034"/>		
Daytime Phone:	<input style="width: 15%;" type="text"/>	Cell: <input style="width: 15%;" type="text" value="7048306702"/>	E-Mail: <input style="width: 50%;" type="text" value="rustyrabbit445@gmail.com"/>
Description of the Event:	<input style="width: 90%;" type="text" value="Block party w/ vendors & live music."/>		
Does the event have a Facebook, Twitter, or other social networking page:	<input style="width: 90%;" type="text"/>		
If yes, please list URL(s):	<input style="width: 90%;" type="text"/>		
Date (s) Requested for Event:	<input style="width: 90%;" type="text" value="10/28/23"/>		
Event Start Time:	<input style="width: 20%;" type="text" value="5PM"/>	Event End Time:	<input style="width: 20%;" type="text" value="11PM"/>
Road Closure Time Begins (if applicable):	<input style="width: 20%;" type="text" value="2PM"/>	Road Closure Time Ends:	<input style="width: 20%;" type="text" value="2AM"/>
Set Up Begins:	<input style="width: 20%;" type="text"/>	Set Up Ends:	<input style="width: 20%;" type="text"/>
Preferred Date & Time of Inspection (if required):	<input style="width: 90%;" type="text"/>		
Estimated Attendance:	<input style="width: 90%;" type="text" value="1,000"/>		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			
<input style="width: 90%;" type="text"/>			
<input style="width: 90%;" type="text"/>			

Applicant's Signature: _____

Tim Radford

Date: _____

10/28/23

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

TENTS / CANOPIES / MEMBRANE STRUCTURES

Will tents/canopies/membrane structures be used? (Circle one) Yes / No (if no, proceed to next section)

# of Canopies	[]	(fabric structure that is open without sidewalls on 75% or more of perimeter)
# of Tents	10	(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)
# of Membrane structures	[]	(air supported or air inflated structure)
Other type of structure (provide description)		

Notes

VOICE / MUSIC AMPLIFICATION

Will amplified sound be used during the event? (Circle one) Yes / No (if no, proceed to next section)

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

Number of stages: [] Number of Bands: 2

Type(s) of music: Rock & easy listening

Indicate times of amplified sound. Start Time: 5PM Finish Time: 11PM

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

If yes, please indicate times: Start Time: 3PM Finish Time: 5PM

* Must comply with Town of Dallas general entertainment and noise ordinance.

HAZARDOUS MATERIALS (helium, propane, butane, gasoline, etc.)

Will hazardous materials in tanks/cylinders be used? (Circle one) Yes / No (if no, proceed to next section)

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any portable heaters? Yes No

Will there be any deep fat fryers? Yes No

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

Will generators be used? Yes No

Electric Connections requested? Yes No *If yes, provide load/location.

In the case of extraordinary use or hookups, extra fees may apply.

RIDES / ATTRACTIONS

Will mechanical rides or similar attractions be used? (Circle one) Yes / No (if no, proceed to next section)

If yes, company name? []

Company address: []

List details, if any: []

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

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

VENDORS

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

Will the event include any vendors? (Circle one) Yes / No (if no, proceed to next section)

If the event will have food vendors, please check the following that apply:

Served Sold Catered Prepared Outdoors

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

If yes, please list each food vendor and specify cooking method (Gas, Electric, Charcoal, etc.)
(Use additional sheet if necessary)

Vendor Name	Address	Phone Number	Cooking Method	Food Item

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

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

VENDOR NAME	ADDRESS	PHONE NUMBER (S)

EVENT SCHEDULE

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

DATE	TIME	ACTION	ADDITIONAL NOTES
10/28	3:00 PM	SOUND CHECK	
10/28	5:00 PM	LIVE MUSIC STARTS	
10/28	11:00 PM	LIVE MUSIC ENDS	

SITE PLAN

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

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

SERVICES

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

TRASH CONTAINERS

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

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

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

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

How many trash cans are you requesting for trash?

Delivery Location?

Date and Time for trash cans to be picked up?

****Applicants are responsible for cleaning and restoring the site after the event.**

Clean-up fees may be incurred due to applicant's failure to clean and/or restore the site following the event.

PUBLIC PROPERTY CLEAN-UP

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

SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED)

Stage Security Event Area Security Road Closure Security

Other

Overnight Security From : To :

Dates & Times security will be on site:

Security provided by: Number of Security Personnel:

ROUTE AND TRAFFIC PLAN

<input type="checkbox"/> PARADE (Includes floats, vehicles, and persons)	<input type="checkbox"/> BICYCLES
<input type="checkbox"/> MARCH OR WALK (persons only)	<input type="checkbox"/> FOOT RACE
<input type="checkbox"/> VEHICLES ONLY (Includes motorcycles)	
<input type="checkbox"/> OTHER (Description: <input type="text"/>)	

Number of Persons: % Children:

Number of Vehicles: Vehicle Types:

Number of Animals: Kinds:

DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Ex: A "RUN" may include a 5k, a 10k, and a Fun Run).

Shut down East Main Street between Worth Gaston and North College Streets

ROAD CLOSURES

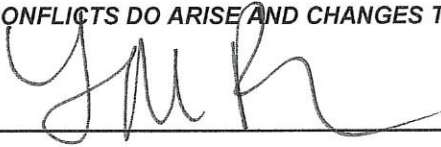
If your event involves road closures, a parade, a foot or bike race, any type of procession, or more than one location, attach a Route and Traffic Plan. Include the required information (listed below) and any additional information you believe applies to your event. When planning a moving route, the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

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

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

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

Applicant's Signature: _____



Date: _____

4/28/23

***Once approved, a Special Event Fee will be assessed based on the current Town of Dallas Fee Schedule. The event fee is due and payable NO LATER THAN five (5) business days prior to the event. Events will be cancelled if fees are not paid when due.**

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Special Event Request – Cotton Ginning Days Parade

AGENDA ITEM NO. 8B

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

Jeff Hovis of the Gaston Agriculture, Mechanical, and Textile Restoration Association (GAMTRA) is requesting permission of the Annual Cotton Ginning Days Tractor Parade through Town on Friday, October 13, 2023. The parade would follow the same route as in previous years, beginning at 9:00 am at Dallas Park and ending at approximately 10:30 am back at Dallas Park. They are anticipating approximately 35 tractors in the parade.

MANAGER RECOMMENDATION: Approve the request, as presented.

BOARD ACTION TAKEN:



Special Events/ Activities Application

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

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

APPLICATION INFORMATION

Name of Event:	Cotton Ginning Days Parade		
Facility Requested:			
Applicant Name:	Jeff Hovis		
Organization:	Gaston Agriculture Mechanical Textile Restoration Association (GAMTRA)		
Mailing Address:	308 Oakwood Drive		
City / State / Zip:	Mount Holly NC 28120		
Daytime Phone:		Cell: 704-913-4672	E-Mail: jhovis@eastgastonvfd.com
Description of the Event:	Tractor parade through town		
Does the event have a Facebook, Twitter, or other social networking page: <input type="checkbox"/>			
If yes, please list URL(s): <input type="text"/>			
Date (s) Requested for Event:	October 13th		
Event Start Time:	09:00	Event End Time:	10:30
Road Closure Time Begins (if applicable):	<input type="text"/>	Road Closure Time Ends:	<input type="text"/>
Set Up Begins:	<input type="text"/>	Set Up Ends:	<input type="text"/>
Preferred Date & Time of Inspection (if required):	<input type="text"/>		
Estimated Attendance:	<input type="text"/>		
The Event is:	<input checked="" type="checkbox"/> Private (by invitation only)	or	<input type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event: <input type="text"/>			
GAMTRA Officers will approve any vehicle/tractor to be driven in parade as well as who is driving. The actual parade through town is open to public as far as spectators.			

Applicant's Signature: Jeff Hovis Date: 7-10-2023

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

TENTS / CANOPIES / MEMBRANE STRUCTURES

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

Notes

VOICE / MUSIC AMPLIFICATION

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

* Must comply with Town of Dallas general entertainment ordinance.

HAZARDOUS MATERIALS

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

RIDES / ATTRACTIONS

Does the event include mechanical rides, or other similar attractions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, company name? <input type="text"/>	
Company address: <input type="text"/>	
List details, if any: <input type="text"/>	
Applicants contracting with amusement ride companies are required to provide the Town of Dallas with a certificate of insurance, naming applicant and the Town of Dallas (if applicable) as additional insured on general liability.	
ALL rides must be inspected and approved by The Department of Labor.	

VENDORS

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

Does the event include food vendors? Yes No

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

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

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)
(Use additional sheet if necessary)

Vendor	Cooking Method	Food Item

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

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

VENDOR NAME	ADDRESS	PHONE NUMBER (S)

EVENT SCHEDULE

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

(Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES

SERVICES

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

TRASH CONTAINERS	
In order to determine what types of containers best suit the needs of the event, please answer the following questions:	
Will the event be serving/selling/distributing beverages?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, in what containers will they come packaged in?	
<input type="checkbox"/> aluminum cans	<input type="checkbox"/> glass bottles/jars <input type="checkbox"/> plastic bottles/jugs/jars
How many trash cans are you requesting for trash?	<input type="text"/>
How many recycle carts are you requesting?	<input type="text"/>
Delivery Location?	<input type="text"/>
Date and Time for rollout carts to be emptied?	<input type="text"/>
Date and Time for rollout carts to be picked up?	<input type="text"/>
Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Clean-up fees may be incurred because of an applicant's failure to clean and/or restore the site following the event. If you reasonably believe that no litter will be generated during your event, please state this in your plan.	
PUBLIC PROPERTY CLEAN-UP	
Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?	
<input type="text"/>	
SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED)	
<input type="checkbox"/> Stage Security	<input type="checkbox"/> Event Area Security <input type="checkbox"/> Road Closure Security
<input type="checkbox"/> Other	<input type="text"/>
<input type="checkbox"/> Overnight Security	From <input type="text"/> : <input type="text"/> To <input type="text"/> : <input type="text"/>
Dates & Times security will be on site:	<input type="text"/>
Security provided by:	<input type="text"/> Number of Security Personnel: <input type="text"/>
<i>Applicant may be required to hire sworn off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.</i>	

SITE PLAN

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

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

ROUTE AND TRAFFIC PLAN

<input checked="" type="checkbox"/>	PARADE (Includes floats, vehicles, and persons)	<input type="checkbox"/>	BICYCLES
<input type="checkbox"/>	MARCH OR WALK (persons only)	<input type="checkbox"/>	FOOT RACE
<input type="checkbox"/>	VEHICLES ONLY (Includes motorcycles)		
<input checked="" type="checkbox"/>	OTHER (Description: <input type="text" value="Tractors"/>		
Number of Persons: <input type="text" value="25-35"/>		% Children: <input type="text" value="2%"/>	
Number of Vehicles: <input type="text" value="25-35"/>		Vehicle Types: <input type="text" value="Tractors"/>	
Number of Animals: <input type="text" value="N/A"/>		Kinds: <input type="text"/>	
<p>DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).</p>			
<p>Start at Citizens Resource Center on Leisure Lane and turn right on Dallas Cherryville Hwy/W. Trade St. Turn right on N. Gaston Street. Turn right on W. Main St. Turn right in Ingles parking lot toward W. Trade St. Turn left on W. Trade St. Turn Left on Leisure Ln. End.</p>			

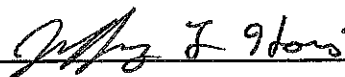
ROAD CLOSURES

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

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

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

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

Applicant's Signature:  Date: 7-10-2023

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Award Contract for Leaf Trailer Purchase

AGENDA ITEM NO. 8C

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

The current FY 2023/24 budget included provisions to purchase a Leaf Trailer for use in the Street/Sanitation departments. Attached is a quote from Carolina Industrial Equipment for this equipment.

Carolina Industrial Equipment is a vendor through The North Carolina Sheriff's Department. As such, the bidding process has been completed and the Town can award the purchase contract to this vendor.

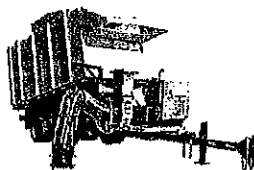
A total of \$126,000 was budgeted for the purchase, taxes, and tag. The quoted price falls within the amount budgeted, with provision for the tag and taxes. Staff recommends awarding the purchase contract for a leaf trailer to Carolina Industrial Equipment at the quoted price and specifications.

MANAGER RECOMMENDATION: Award the purchase contract for a Leaf Trailer to Carolina Industrial Equipment, as presented.

BOARD ACTION TAKEN:

Prepared For
Steven Verrier
Town of Dallas
210 N Holland Street
Dallas, NC 28034
sverrier@dallasnc.net
19809250983

Prepared By
Jeff Yoxthelmer
Charlotte, NC
jeff@ciequipment.com
(704)307-7768



QUOTE

No. CQ417633343
Date Prepared: July 26, 2023

Standard Features & Benefits

ODBDCL800TM25 . XTREME VAC BY ODB 25 YD SELF-CONTAINED TRAILER
MOUNTED LEAF & DEBRIS COLLECTOR

- 25 CUBIC YARD CAPACITY SELF-DUMPING HOPPER
- KUBOTA 87 HP 4-CYLINDER GAS ENGINE (OPTIONAL DIESEL AVAILABLE)
- ELECTRONIC ENGINE CONTROLS WITH ENGINE SAFETY SHUTDOWN SYSTEM
- 40-GALLON POLYETHYLENE FUEL TANK
- BOXED PERFORATED PLEATED RADIATOR SCREEN
- 28 DIAMETER IMPELLER WITH SIX 3/8 THICK STEEL BLADES
- 4-GROOVE POWER BAND BELT DRIVE FOR SUCTION IMPELLER
- 13 CLUTCH ASSEMBLY, 2.25 DIAMETER PTO SHAFT & SAFETY ENGAGEMENT
- 16 X 100 HEAVY-DUTY BLACK RUBBER SUCTION HOSE
- HOPPER CONSTRUCTED OF 12-GAUGE STEEL WITH CROSS MEMBERS
- TOP OF HOPPER IS EQUIPPED WITH REPLACEABLE EXHAUST SCREENS
- SIDE HINGED REAR DOOR LOCK IN OPEN POSITION
- LED DOT LIGHTS AND TWO OVAL LED FLASHER LIGHTS AT REAR
- TANDEM AXLES WITH A COMBINED RATING OF 20,000 LBS.
- ELECTRIC BRAKES WITH BREAK-AWAY ACTUATOR
- EIGHT 235/80R16E TIRES MOUNTED ON STEEL WHEELS
- HEAVY-DUTY HEIGHT ADJUSTABLE PINTLE EYE WITH THREE QUICK RELEASE PINS
- MANUAL PARKING JACK WITH DROP FOOT
- PAINT: HOPPER WHITE / ENGINE AND VACUUM BLOWER HOUSING BATTLESHIP GREY
- TRAILER FRAME PAINTED BLACK

Selected Options

			Qty
ODBJD74P	JOHN DEERE 4045TFC03 DIESEL 4 CYL. 74HP FINAL TIER 4	\$ 13,845.28	1
-ODBSCL805810P	11 GAUGES PERFORATED TOP SCREENS 2 PER	\$ 2,500.00	1
-ODB1240XZ	POLY BONDED LINERS	\$ 2,495.00	1
ODB1240XZ	POLY BONDED LINERS	\$ 2,336.77	1
-ODB1145XZ	30 INCH IMPELLER	\$ 475.00	1
-	PDI, DELIVERY, DOT INSPECTION, TRAINING	INCLUDED	1

Discounts / Trades

DISCOUNT	NCSA CONTRACT #24-08-0421	\$ (7,586.46)
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Machine [Qty: 1]:	\$104,989.00
Options:	\$ 21,452.05
Total:	\$126,441.05
Discounts & Trades:	\$ (7,586.46)

Machine #1 Subtotal* \$118,854.59

* This amount does not include any applicable sales tax.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Rosewood Village Final Subdivision Plat

AGENDA ITEM NO. 8D

MEETING DATE: 08/8/2023

BACKGROUND INFORMATION:

Bryan Baire of Prestige Corporate Development has submitted a final recording plat for their property to be known as Rosewood Village. Approval of this plat will create 56 buildable lots. The property is identified as Gaston County Parcel #171850 and is located off Rosewood Drive on the east side of Dallas. The property is located within the corporate limits of Dallas and is zoned Conditional Zoning District R-6.

The Board of Aldermen approved the preliminary subdivision plat by a unanimous vote on May 10, 2022. Town of Dallas Water, Sewer, Electric, and Solid Waste will serve the lots.

The owners plan to post a bond for the public improvements not yet constructed or accepted by the Town. This final plat, or any portion of its recordation, is subject to the bond being reviewed and approved by Town Staff and the Town Attorney. No building permit will be issued until the bond is approved and final plat is recorded.

The final subdivision plat is in substantial conformance with the plans as originally submitted and meets requirements of the Town of Dallas Subdivision Ordinance. Therefore, the provided resolution for approval of the plat is recommended for approval.

MANAGER RECOMMENDATION: Approve the Resolution approving the final recording plat for Rosewood Village, as presented.

BOARD ACTION TAKEN:



Resolution Approving Final Recording Plat for Rosewood Village

WHEREAS, Rosewood Village is a major subdivision within the Town of Dallas with an approved preliminary subdivision plat that complies with Town policies and standards; and

WHEREAS, the required public improvements for the new development have been completed, bonded, or provided for in accordance with Town Ordinance; and

WHEREAS, the developer has submitted a final recording plat creating 56 new parcels, in substantial conformance with the plans as originally submitted and meets the requirements of the Town of Dallas Subdivision Ordinance.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS

That the final recording plat for Rosewood Village be approved.

Adopted this the 8th of August, 2023 at Dallas, North Carolina.

Rick Coleman, Mayor

Attested by:

Sarah Ballard, Town Clerk