

MINUTES FOR BOARD OF ALDERMEN MEETING

October 10, 2023

6:00 PM

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

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

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 two additions, seconded by Alderman Cearley and carried unanimously.

Approval of Minutes:

Alderman Martin motioned to approve the minutes from the September 12th regular meeting and the September 26th work session, seconded by Alderman Cearley and it was carried unanimously.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

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

Jeremiah Doster of 304 E. Trade Street thanked the Board for allowing him to have the V-Dub event. He mentioned that some of the vendors that he used, commented on how good the Town Square looked and thanked the Police Department for their hard work.

The citizen of 816 Robinson-Clemmer Road that is selling 45 acres, thanked the Town for their efforts.

Consent Agenda:

Item 5A Proclamation Recognizing Jasmine Celeste Walker Day of Caring

Stacey Walker Thomas has asked for a proclamation recognizing December 5, 2023 as Jasmine Celeste Walker Day of Caring on what would have been Jasmine's 35th birthday. Ms. Thomas conducted the last Day of Caring on December 5, 2022. Ms. Thomas plans to present the Dallas Rescue Squad with a monetary donation for their great work in taking care of her daughter, as

well as a donation to the Dallas Christian Ministry. She also says she plans to conduct roadway cleanup on the adopt a highway roadway and Jagers Park. Her goal is to give back to the community and honor her daughter's legacy of giving. Attached is a proclamation recognizing December 5th as Jasmine Celeste Malcker Day of Caring (Exhibit 5A-1).

Item 5B Uncollectable Accounts in the Amount of \$22923.66 to be Submitted to NC Debt Set Off

For authorization, are uncollectable accounts from the months of April – July 2023. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied. (The individual account listing that generates the total uncollectable amount due is considered by State statute to be confidential information, and therefore is not public record.)

Alderman Martin made a motion to approve both of the consent agenda items, seconded by Alderwoman Morrow 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 Donation of 2010 Jeep Cherokee to Dallas Rescue Squad

Pursuant to G.S. §160A-279, donations may be made to non-profit organizations that carry out a public purpose. The Town of Dallas currently owns a 2010 Jeep Cherokee that will be taken out of service in the Police Department within the next coming weeks, to be replaced with a new 2023 Dodge Durango. Dallas Rescue Squad has a need for vehicle being taken out of service. Attached is a resolution authorizing donation of the 2010 Jeep Cherokee to Dallas Rescue Squad. Once police equipment is removed from the vehicle, the Jeep would be donated in as is condition (Exhibit 8A-1).

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

Alderman Milton made a motion to approve the donation, seconded by Alderwoman Morrow. Alderman Withers excused himself from voting, as it would be a conflict of interest since he is on the Rescue Squad. All others agreed unanimously.

Item 8B Electric Territory Exchange Agreement

A proposed agreement on electric service territory for developments located on Dallas Bessemer City Highway and Robinson Clemmer Road is attached. Both of these developments will be within the city limits of Gastonia, but are within the current Sphere of Influence annexation agreement area with Dallas. Also, Dallas has electric transmission lines in proximity that gives us some service rights. The agreement spells out an exchange of territory within the

developments that would allow for a better arrangement of services for the residents and for the municipalities (Exhibit 8B, 1-6).

The Town Manager presented the item to the Board for discussion. The Board decided to table the item to the next Work Session on October 24th.

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

Item 8C Request for Annexation Site Removal from Dallas' Sphere of Influence

The City of Gastonia has received an annexation petition for parcels located within the Sphere of Influence of Dallas. They are requesting that Dallas release the parcels from the sphere of influence so they will be eligible to be annexed into Gastonia. These parcels are part of a proposed development that Dallas could serve with electricity due to proximity of our electric lines. Attached is supporting documentation identifying the parcels and the current agreement. In order to release the parcels, a resolution or ordinance must be approved by the Board of Aldermen. Attached is a draft resolution for review. This item was originally discussed at the September 12th Board of Aldermen meeting. At that time, the Board tabled this request until an agreement had been reached between Gastonia and Dallas on electric service provision between this development and a development on Dallas Bessemer City Highway. A proposed agreement on electric service for the two developments is Item 8A on this agenda. If that agreement is approved, then this item can be addressed. If the agreement is not approved, this item will not be addressed at this meeting (Exhibit 8C, 1-16).

The Town Manager presented the item to the Board and said that this had no impact on the electric service agreement. The Mayor asked if Staff had went over the agreement and the Town Manager said that the Staff had.

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

Manager Report:

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

Closed Session:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. NCGS §143-318-11(3)

Alderman Withers made a motion to go into a closed session, seconded by Alderman Milton and carried unanimously (6:21).

No action taken.

Alderman Withers made a motion to go out of the closed session, seconded by Alderman Martin and carried unanimously (7:14).

Alderman Withers made a motion to adjourn, seconded by Alderman Martin and carried unanimously (7:16).

Rick Coleman, Mayor

Sarah Hamrick Ballard, Town Clerk



Proclamation Recognizing Jasmine Celeste Malker Day of Caring 2023

WHEREAS, on December 5, 2023, Jasmine Celeste Malker would have celebrated her 35th birthday; and

WHEREAS, Jasmine battled a very rare bone disease since the age of 12, but lost her life to the disease on January 17, 2017; and

WHEREAS, Jasmine was an honor student all of her years in school and each school she attended presents a Jasmine Celeste Malker award annually to a student with high academic achievement; and

WHEREAS, throughout her illness, Jasmine remained positive, faithful, and caring; and

WHEREAS, in her memory the Malker family and friends, along with friends from Highland School of Technology; plan to provide service to the Dallas community by picking up trash along her adopt a highway roadway and Jagers Park, making a donation to the Dallas Rescue Squad, and donating food to the Dallas Christian Ministry.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS, that the Town of Dallas recognizes the efforts of the Malker family and others to provide a Day of Caring in the Dallas community in honor of Jasmine Celeste Malker.

Adopted this the 10th day of October, 2023 at Dallas, North Carolina.

Attested By:

Rick Coleman, Mayor

Sarah Hamrick, Town Clerk

(SEAL)



Resolution Authorizing Donation of Personal Property to Dallas Rescue Squad, a Non-Profit Organization

WHEREAS, the Town of Dallas, North Carolina (the "Town") desires to donate personal property to the Dallas Rescue Squad, a non-profit organization; and

WHEREAS, G.S. §160A-279 permits the Town to donate personal property to non-profit organizations that carry out a public purpose; and

WHEREAS, records of all donated property will be maintained by the Town.

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

The Town desires to donate a 2010 Jeep Cherokee, SN 1J4PR4GK8AC129486 to the Dallas Rescue Squad for public purpose.

This Resolution shall become effective upon adoption.

Adopted this the 10th day of October, 2023 at Dallas, North Carolina.

Attested By:

Rick Coleman, Mayor

Sarah Hamrick, Town Clerk

(SEAL)

MUNICIPAL ELECTRIC TERRITORY EXCHANGE AGREEMENT

THIS MUNICIPAL ELECTRIC TERRITORY EXCHANGE AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the City of Gastonia, a North Carolina municipal corporation located in Gaston County, North Carolina (“the City”), and the Town of Dallas, a North Carolina municipal corporation located in Gaston County, North Carolina (“the Town”) (either the City or Town may be referred to herein as a “Party and collectively as the “Parties”).

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §§ 160A-311 and 160A-312, North Carolina municipalities are authorized to operate public enterprises that provide electric power generation, transmission and distribution systems; and;

WHEREAS, the City and Town both operate electric public enterprises; and

WHEREAS, City and Town wish to exchange territory that each is entitled to serve for electric service in order to achieve economies of scale and to avoid unnecessary and uneconomic duplication of electric lines and facilities, make for an orderly extension of existing electric lines and facilities, and maintain orderly and efficient operation of their respective electric systems; and

WHEREAS, the City and Town believe that by entering into this Agreement they will make available the most dependable and adequate electric service to customers in and around the areas to be exchanged;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the City and Town, intending to be legally bound, agree as follows:

1. Service Rights.
 - (a) City will provide electric service to those properties having an address of 179 Dallas-Bessemer City Road and having Gaston County Tax Parcel ID #'s 171132, 171133, 171134 and 203613 as shown on Exhibit #1 which is attached hereto and incorporated herein by reference.
 - (b) Town will provide electric service to those properties on Robinson-Clemmer Road and having Gaston County Tax Parcel ID #'s 203278 and 212415 as shown on Exhibit #2 which is attached hereto and incorporated herein by reference.
2. Construction of Lines. Either party may need or prefer for operational reasons to construct new distribution lines across areas which are served by the other party, in order to serve a premises such party has the right to serve under N. C. Gen Stat. §160A-332. To that extent, Town agrees to provide to the City, upon request by the City, any additional written consents required by law to provide electric service to any premises to be served by the City pursuant to this Agreement; provided, however, that Town may object to the specific routing of any such line so long as reasonable access is granted. To the same extent, the City agrees to provide to Town, upon request by Town, any additional written consents required by law to provide electric service to any premises to be served by Town pursuant to this Agreement; provided, however that the City may object to the specific routing of any such line so long as reasonable access is granted.
3. Lot Equalization at a Later Date. The parties recognize that when the territories being exchanged are developed, the territory to be served by Town is estimated to have approximately 70 fewer electric meters than the territory to be served by City.

The parties agree that any difference in meters served in the territories to be exchanged by this agreement will be adjusted, to the extent reasonably possible, in order to equalize the meters served by each Party in a future municipal electric territory exchange agreement entered into by the Parties. The exact difference in meters will be recorded in an addendum to this Agreement when the final total is determined.

4. Assignment. Neither Party may assign or transfer its rights hereunder.
5. Other Electric Supplier Rights. This Agreement shall not affect in any way the rights of other electric suppliers who are not parties to this Agreement.
6. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. The provisions of this Agreement shall not impart rights enforceable by any person, entity, or organization not a Party to this Agreement.
7. Existing Agreements. Existing agreements, if any, between the Parties that are not related to the subject matter of this Agreement shall not be altered or affected by this Agreement.
8. Notices. All notices given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address. Mailing addresses

for Parties are as follows:

If to City: City of Gastonia

 181 South Street
 Post Office Box 1748
 Gastonia, North Carolina 28053
 Attention: City Manager

If to Town: Town of Dallas
 210 N. Holland St.
 Dallas, North Carolina
 Attention: Town Manager

9. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the Parties with respect to the matters contained herein are merged in this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in this Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this

Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the City of Gastonia and Town of Dallas have caused this Agreement of Electric Suppliers to be signed and sealed by their respective authorized representatives effective the date first above written.

[Corporate Seal]

CITY OF GASTONIA

By: _____
Walker E. Reid, III
Mayor

Attest:

Suzanne J. Gibbs, City Clerk

[Corporate Seal]

TOWN OF DALLAS

By: _____
Richard C. Coleman, Mayor

Attest:

Sarah Ballard, Town Clerk

Agree1845.docx

Comments on Proposed Agreement

1. Section 2: There is language in the second sentence that states "pursuant to this Agreement" and then language in the next sentence that states "pursuant to N.C. Gen. Stat. §160A-332". Is there a reason this language is different in the two sentences?
2. Section 3: We would like text added that states, "The exact difference in meters will be recorded in an addendum to this agreement when the final total of meters is determined."
3. Section 8: The mailing address for Dallas is 210 N. Holland St.
4. Section 9: We would like language inserted that addresses what happens if one, or both, of the developments fail to build as planned.
5. Signature Section: Town of Dallas Mayor is Richard C. Coleman and Town Clerk is Sarah Ballard.

ROBINSON
BRADSHAW

August 30, 2023

JCarmichael@robinsonbradshaw.com
704.377.8341 : Direct Phone

VIA FEDERAL EXPRESS AND E-MAIL (mstroupe@dallasnc.net)

Ms. Maria Stroupe
Town Manager
Town of Dallas
210 North Holland Street
Dallas, NC 28034-1625

Re: Request of Hopper Communities, Inc. to Annex into the City of Gastonia an
Approximately 48.897 Acre Site Located on Robinson Clemmer Road in Gaston County,
NC
Project Number: PLANX 2022 00662

Dear Ms. Stroupe:

I hope this letter finds you well and I appreciate your time on the phone last week. Our firm represents Hopper Communities, Inc.

Hopper Communities, Inc. has filed an Amended Petition requesting the annexation of an approximately 48.897 acre site located on Robinson Clemmer Road in Gaston County, North Carolina (the "Annexation Site") into the City of Gastonia. The Annexation Site is comprised of six parcels of land designated as Tax Parcel Nos. 172396, 203278, 210508, 212415, 304250 and 304251.

A legal description of the Annexation Site and a copy of the Annexation Plat for the Annexation Site are included with this letter.

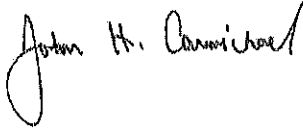
A portion of the Annexation Site is located within the sphere of influence of the Town of Dallas pursuant to an annexation agreement between the Town of Dallas and the City of Gastonia. The purpose of this letter is to request that the Town of Dallas Board of Aldermen adopt a Resolution or an Ordinance releasing the Annexation Site from the sphere of influence of the Town of Dallas to allow the Annexation Site to be eligible for annexation into the City of Gastonia.

We respectfully request that this matter be placed on the Board of Aldermen's September 12, 2023 agenda for consideration. Thank you for your assistance and please let me know if you have any questions or need additional information.

Ms. Maria Stroupe
August 30, 2023
Page 2

Sincerely,

ROBINSON, BRADSHAW & HINSON, P.A.



John H. Carmichael

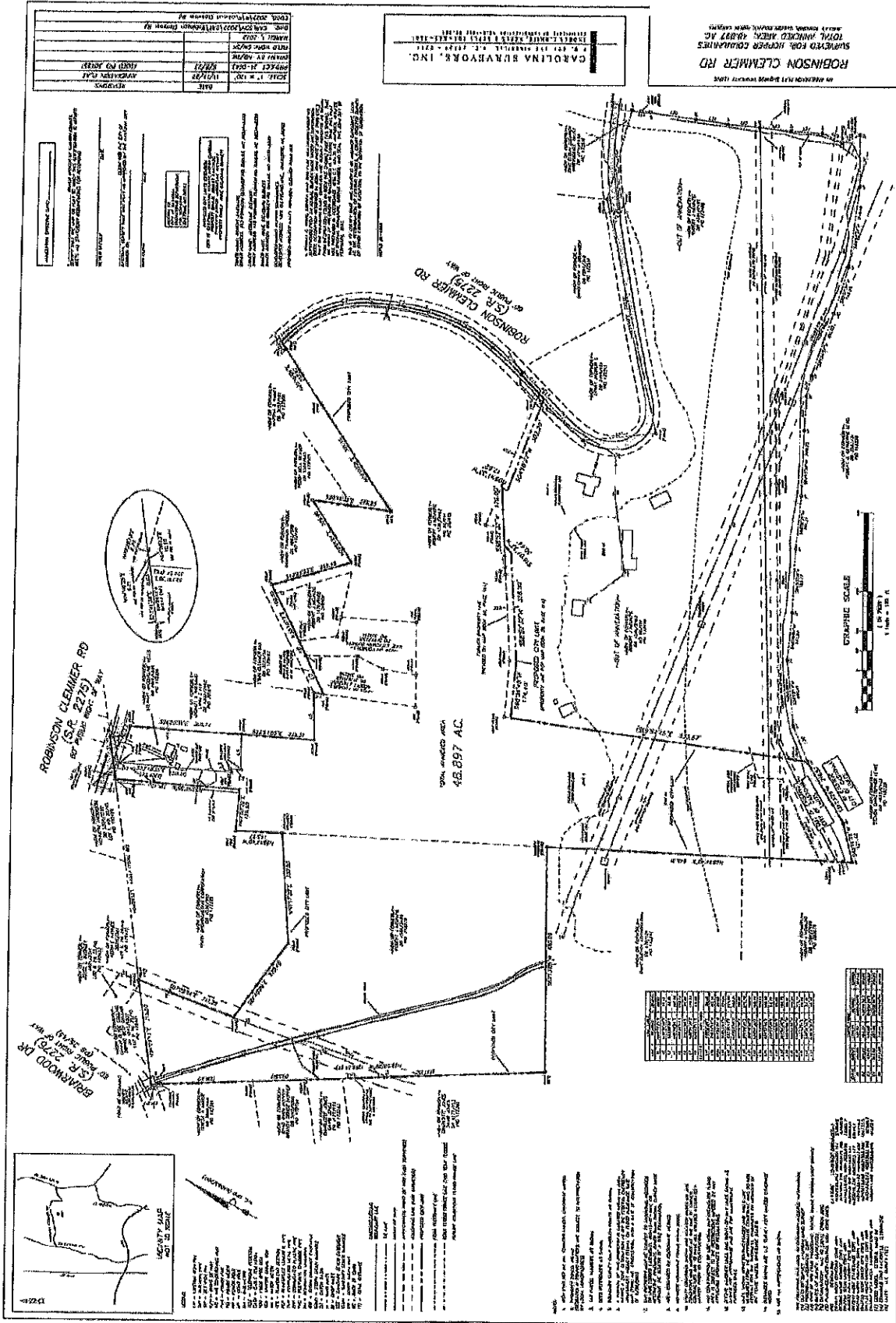
JHC/nss
Enclosures

cc: Mr. Ash Smith, Gastonia City Attorney (via email)
Mr. Jason Thompson, Gastonia Planning Director (via email)
Ms. Maddy Gates, Gastonia Planning Department (via email)

BEGINNING at a nail set in the pavement of Briarwood Drive (SR 2276) as situated in the Dallas Township of Gaston County, North Carolina, said nail having the North Carolina State Plane Coordinates of: North 571415.42 and East 1351937.90 (NAD83) and being the North Western most corner of the tract herein; thence with a bearing of N 54°28'13" E and a distance of 317.85' to a rebar set; thence with a bearing of S 07°29'14" E and a distance of 317.29' to a rebar found; thence with a bearing of S 81°40'20" E and a distance of 279.48' to a rebar found; thence with a bearing of N 58°17'30" E and a distance of 332.53' to a concrete monument found; thence with a bearing of N 25°17'40" W and a distance of 143.37' to a bent pipe found; thence with a bearing of N 67°08'22" E and a distance of 125.50' to a bent pipe found; thence with a bearing of N 23°41'38" W and a distance of 391.40' to a bent pipe found; thence with a bearing of N 54°49'25" E and a distance of 50.92' to a point; thence with a bearing of N 54°43'11" E and a distance of 79.00' to a point; thence with a bearing of S 30°38'55" E and a distance of 52.01' to a point; thence with a bearing of N 78°51'07" E and a distance of 30.30' to a rebar found; thence with a bearing of S 24°20'31" E and a distance of 350.74' to a rebar found; thence with a bearing of S 23°54'05" E and a distance of 225.21' to a rebar found; thence with a bearing of N 60°55'43" E and a distance of 143.72' to a rebar found; thence with a bearing of S 19°41'05" E and a distance of 29.99' to a pipe found; thence with a bearing of N 36°34'38" E and a distance of 129.55' to a rebar found; thence with a bearing of N 36°27'15" E and a distance of 49.95' to a bent pipe found; thence with a bearing of N 35°18'17" E and a distance of 190.35' to a rebar found; thence with a bearing of S 43°32'33" E and a distance of 255.45' to a rebar found; thence with a bearing of N 29°01'01" E and a distance of 225.89' to a rebar found; thence with a bearing of S 20°15'35" E and a distance of 245.25' to a point; thence with a bearing of N 28°00'31" E and a distance of 391.15' to a rebar set; thence with a bearing of N 28°16'04" E and a distance of 232.02' to a point; thence with a bearing of S 70°12'30" E and a distance of 30.48' to a point; thence with a curve to the right having a radius of 491.88' and an arc length of 117.73', and being chorded by a bearing of S 62°49'46" E and a distance of 117.45' to a point; thence with a curve to the right having a radius of 349.47' and an arc length of 168.11', and being chorded by a bearing of S 38°08'55" E and a distance of 166.49' to a point; thence with a curve to the right having a radius of 892.73' and an arc length of 178.87', and being chorded by a bearing of S 19°08'25" E and a distance of 178.57' to a point; thence with a curve to the right having a radius of 505.40' and an arc length of 227.54', and being chorded by a bearing of S 00°09'46" W and a distance of 225.62' to a point; thence with a curve to the right having a radius of 1602.67' and an arc length of 121.62', and being chorded by a bearing of S 14°25'18" W and a distance of 121.59' to a point; thence with a bearing of S 16°27'19" W and a distance of 80.73' to a point; thence with a bearing of S 17°53'37" W and a distance of 21.82' to a point; thence with a bearing of S 84°18'27" W and a distance of 302.20' to a point; thence with a bearing of N 05°41'33" W and a distance of 17.62' to a point; thence with a bearing of S 58°52'32" W and a distance of 176.00' to a point; thence with a bearing of S 18°07'33" W and a distance of 30.64' to a point; thence with a bearing of S 58°52'32" W and a distance of 328.90' to a point; thence with a bearing of S 66°56'40" W and a distance of 174.40' to a point; thence with a bearing of S 19°54'15" E and a distance of 933.67' to a point in Long Creek and on the existing City of Gastonia Limits; thence with said creek and limits a bearing of S 31°23'29" W and a distance of 216.57' to a point; thence continuing with a bearing of S 48°19'28" W and a distance of 121.48' to a point; thence leaving said creek with a bearing of N 25°17'40" W and a distance of 946.31' to a concrete monument found; thence with a bearing of S 62°13'05" W and a distance of 680.09' to a rebar set; thence with a

EXHIBIT 8C-4

bearing of N 29°58'29" W and a distance of 1219.01' to a point; being the point of BEGINNING, having an area of 48.897 acres, more or less.

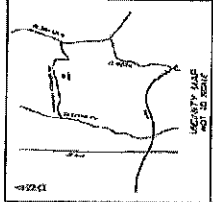
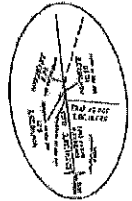


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CAROLINA SURVEYING, INC.
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ROBINSON CLEMLER RD
 SURVEY FOR IMPROVEMENTS
 TOTAL ADJACENT AREA 48.897 AC.

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Office of the City Attorney

January 5, 2023

Maria Stroupe
Town Manager
210 N Holland Street
Dallas, NC 28034-1625

Re: Annexation Sphere of Influence Notice

Dear Ms. Stroupe:

Pursuant to the Annexation Agreement between our two municipalities, the enclosed documentation is provided to you for the purpose of giving your town notice of a voluntary annexation proceeding being conducted by the City of Gastonia. Robert J. Neunzig and Jacqueline Stewart have petitioned for the voluntary annexation of approximately 47.99 acres (Parcels #212415, 203278, 172396, 304250 and 210508) located on Robinson Clemmer Road. These parcels are within Gastonia's sphere of influence pursuant to the Annexation Agreement between the Town of Dallas and the City of Gastonia.

If you should have any questions concerning this annexation proceeding please let me know.

Very truly yours,

Denise L. Johnson
Paralegal

Enclosures

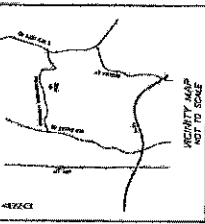
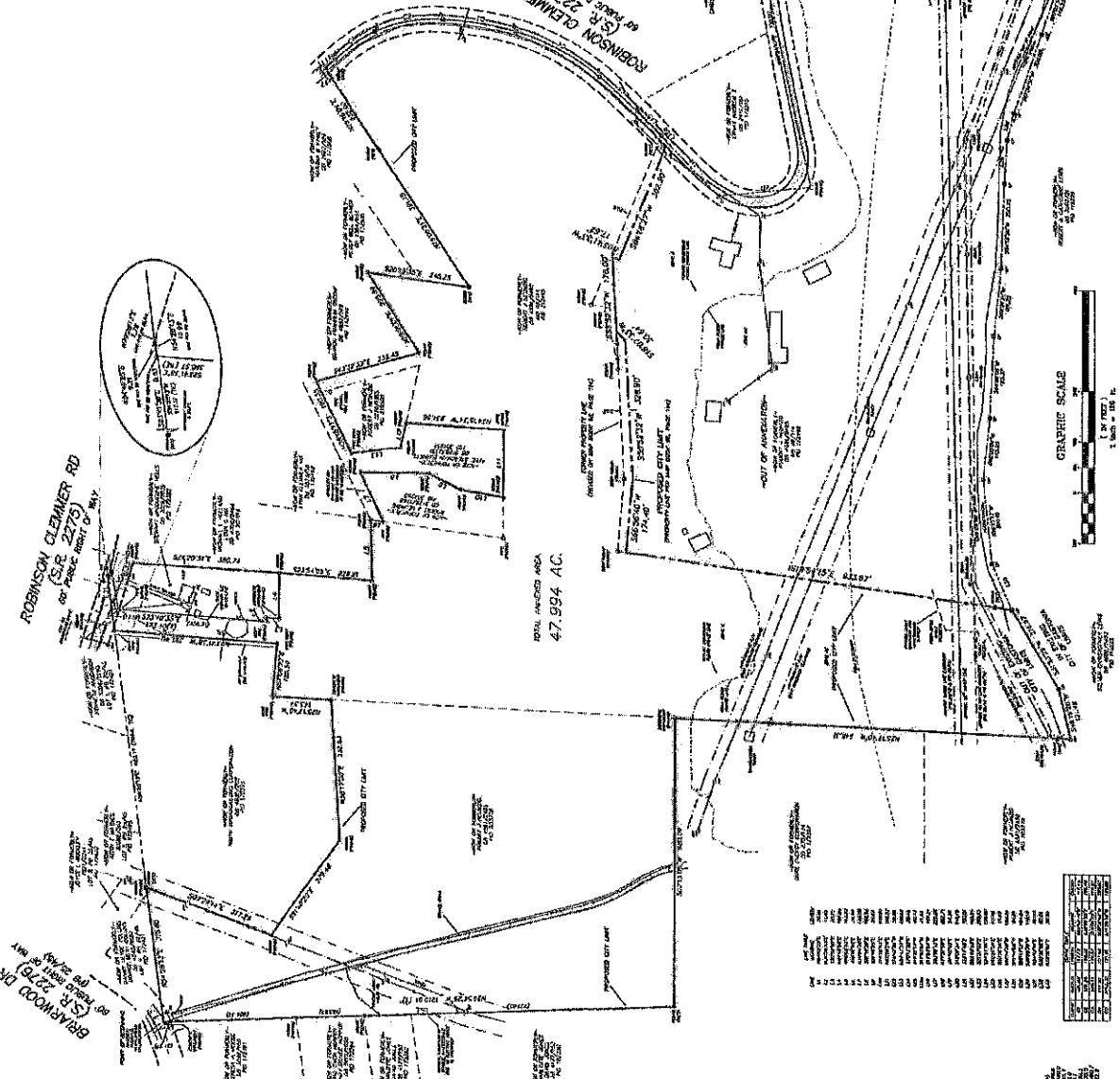
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ROBINSON CLEMMER RD
 IN ACCORDANCE WITH ENGINEERING PRACTICE

CAROLINA SURVEYORS, INC.
 1000 WEST WASHINGTON ST., SUITE 100
 RALEIGH, N.C. 27601-1000
 PREPARED BY MEASUREMENT OF SURVEY DATA

DATE	11/22/78
PROJECT	ROBINSON CLEMMER RD
CLIENT	STATE OF NORTH CAROLINA
SCALE	AS SHOWN
BY	STATE OF NORTH CAROLINA
APPROVED	STATE OF NORTH CAROLINA

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ENGINEERING PRACTICE ACT OF 1968, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF ENGINEERING AND SURVEYING, STATE OF NORTH CAROLINA. THE SURVEYOR'S SEAL AND SIGNATURE ARE HEREBY AFFIXED TO THIS PLAN AS EVIDENCE OF HIS PERSONAL PARTICIPATION IN THE SURVEY AND AS A GUARANTEE OF THE ACCURACY OF THE SAME.



- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL BEARINGS ARE TRUE BEARINGS.
- 3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.
- 4. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR STEEL BOLTS.
- 5. ALL UTILITIES ARE TO BE DELETED OR PROTECTED AS SHOWN.
- 6. ALL EASEMENTS ARE TO BE SHOWN AND PROTECTED.
- 7. ALL ADJACENT OWNERS ARE TO BE NOTIFIED AND THEIR RIGHTS PROTECTED.
- 8. ALL DISTURBED AREAS ARE TO BE RESTORED TO ORIGINAL CONDITION.
- 9. ALL NECESSARY EASEMENTS ARE TO BE SHOWN AND PROTECTED.
- 10. ALL NECESSARY RIGHTS-OF-WAY ARE TO BE SHOWN AND PROTECTED.
- 11. ALL NECESSARY UTILITIES ARE TO BE SHOWN AND PROTECTED.
- 12. ALL NECESSARY EASEMENTS ARE TO BE SHOWN AND PROTECTED.
- 13. ALL NECESSARY RIGHTS-OF-WAY ARE TO BE SHOWN AND PROTECTED.
- 14. ALL NECESSARY UTILITIES ARE TO BE SHOWN AND PROTECTED.
- 15. ALL NECESSARY EASEMENTS ARE TO BE SHOWN AND PROTECTED.
- 16. ALL NECESSARY RIGHTS-OF-WAY ARE TO BE SHOWN AND PROTECTED.
- 17. ALL NECESSARY UTILITIES ARE TO BE SHOWN AND PROTECTED.
- 18. ALL NECESSARY EASEMENTS ARE TO BE SHOWN AND PROTECTED.
- 19. ALL NECESSARY RIGHTS-OF-WAY ARE TO BE SHOWN AND PROTECTED.
- 20. ALL NECESSARY UTILITIES ARE TO BE SHOWN AND PROTECTED.

NO.	DESCRIPTION	AREA (AC)
1	LOT 1	1.23
2	LOT 2	1.45
3	LOT 3	1.67
4	LOT 4	1.89
5	LOT 5	2.11
6	LOT 6	2.33
7	LOT 7	2.55
8	LOT 8	2.77
9	LOT 9	2.99
10	LOT 10	3.21
11	LOT 11	3.43
12	LOT 12	3.65
13	LOT 13	3.87
14	LOT 14	4.09
15	LOT 15	4.31
16	LOT 16	4.53
17	LOT 17	4.75
18	LOT 18	4.97
19	LOT 19	5.19
20	LOT 20	5.41
21	LOT 21	5.63
22	LOT 22	5.85
23	LOT 23	6.07
24	LOT 24	6.29
25	LOT 25	6.51
26	LOT 26	6.73
27	LOT 27	6.95
28	LOT 28	7.17
29	LOT 29	7.39
30	LOT 30	7.61
31	LOT 31	7.83
32	LOT 32	8.05
33	LOT 33	8.27
34	LOT 34	8.49
35	LOT 35	8.71
36	LOT 36	8.93
37	LOT 37	9.15
38	LOT 38	9.37
39	LOT 39	9.59
40	LOT 40	9.81
41	LOT 41	10.03
42	LOT 42	10.25
43	LOT 43	10.47
44	LOT 44	10.69
45	LOT 45	10.91
46	LOT 46	11.13
47	LOT 47	11.35
48	LOT 48	11.57
49	LOT 49	11.79
50	LOT 50	12.01
51	LOT 51	12.23
52	LOT 52	12.45
53	LOT 53	12.67
54	LOT 54	12.89
55	LOT 55	13.11
56	LOT 56	13.33
57	LOT 57	13.55
58	LOT 58	13.77
59	LOT 59	13.99
60	LOT 60	14.21
61	LOT 61	14.43
62	LOT 62	14.65
63	LOT 63	14.87
64	LOT 64	15.09
65	LOT 65	15.31
66	LOT 66	15.53
67	LOT 67	15.75
68	LOT 68	15.97
69	LOT 69	16.19
70	LOT 70	16.41
71	LOT 71	16.63
72	LOT 72	16.85
73	LOT 73	17.07
74	LOT 74	17.29
75	LOT 75	17.51
76	LOT 76	17.73
77	LOT 77	17.95
78	LOT 78	18.17
79	LOT 79	18.39
80	LOT 80	18.61
81	LOT 81	18.83
82	LOT 82	19.05
83	LOT 83	19.27
84	LOT 84	19.49
85	LOT 85	19.71
86	LOT 86	19.93
87	LOT 87	20.15
88	LOT 88	20.37
89	LOT 89	20.59
90	LOT 90	20.81
91	LOT 91	21.03
92	LOT 92	21.25
93	LOT 93	21.47
94	LOT 94	21.69
95	LOT 95	21.91
96	LOT 96	22.13
97	LOT 97	22.35
98	LOT 98	22.57
99	LOT 99	22.79
100	LOT 100	23.01

GRAPHIC SCALE
 1" = 100' ±

NO.	DESCRIPTION	AREA (AC)
1	LOT 1	1.23
2	LOT 2	1.45
3	LOT 3	1.67
4	LOT 4	1.89
5	LOT 5	2.11
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7	LOT 7	2.55
8	LOT 8	2.77
9	LOT 9	2.99
10	LOT 10	3.21
11	LOT 11	3.43
12	LOT 12	3.65
13	LOT 13	3.87
14	LOT 14	4.09
15	LOT 15	4.31
16	LOT 16	4.53
17	LOT 17	4.75
18	LOT 18	4.97
19	LOT 19	5.19
20	LOT 20	5.41
21	LOT 21	5.63
22	LOT 22	5.85
23	LOT 23	6.07
24	LOT 24	6.29
25	LOT 25	6.51
26	LOT 26	6.73
27	LOT 27	6.95
28	LOT 28	7.17
29	LOT 29	7.39
30	LOT 30	7.61
31	LOT 31	7.83
32	LOT 32	8.05
33	LOT 33	8.27
34	LOT 34	8.49
35	LOT 35	8.71
36	LOT 36	8.93
37	LOT 37	9.15
38	LOT 38	9.37
39	LOT 39	9.59
40	LOT 40	9.81
41	LOT 41	10.03
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44	LOT 44	10.69
45	LOT 45	10.91
46	LOT 46	11.13
47	LOT 47	11.35
48	LOT 48	11.57
49	LOT 49	11.79
50	LOT 50	12.01
51	LOT 51	12.23
52	LOT 52	12.45
53	LOT 53	12.67
54	LOT 54	12.89
55	LOT 55	13.11
56	LOT 56	13.33
57	LOT 57	13.55
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59	LOT 59	13.99
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64	LOT 64	15.09
65	LOT 65	15.31
66	LOT 66	15.53
67	LOT 67	15.75
68	LOT 68	15.97
69	LOT 69	16.19
70	LOT 70	16.41
71	LOT 71	16.63
72	LOT 72	16.85
73	LOT 73	17.07
74	LOT 74	17.29
75	LOT 75	17.51
76	LOT 76	17.73
77	LOT 77	17.95
78	LOT 78	18.17
79	LOT 79	18.39
80	LOT 80	18.61
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82	LOT 82	19.05
83	LOT 83	19.27
84	LOT 84	19.49
85	LOT 85	19.71
86	LOT 86	19.93
87	LOT 87	20.15
88	LOT 88	20.37
89	LOT 89	20.59
90	LOT 90	20.81
91	LOT 91	21.03
92	LOT 92	21.25
93	LOT 93	21.47
94	LOT 94	21.69
95	LOT 95	21.91
96	LOT 96	22.13
97	LOT 97	22.35
98	LOT 98	22.57
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100	LOT 100	23.01

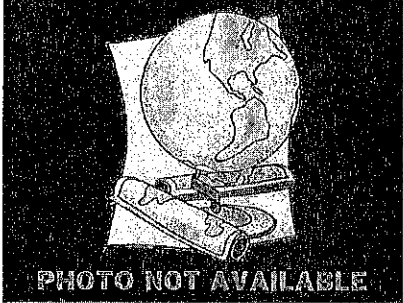
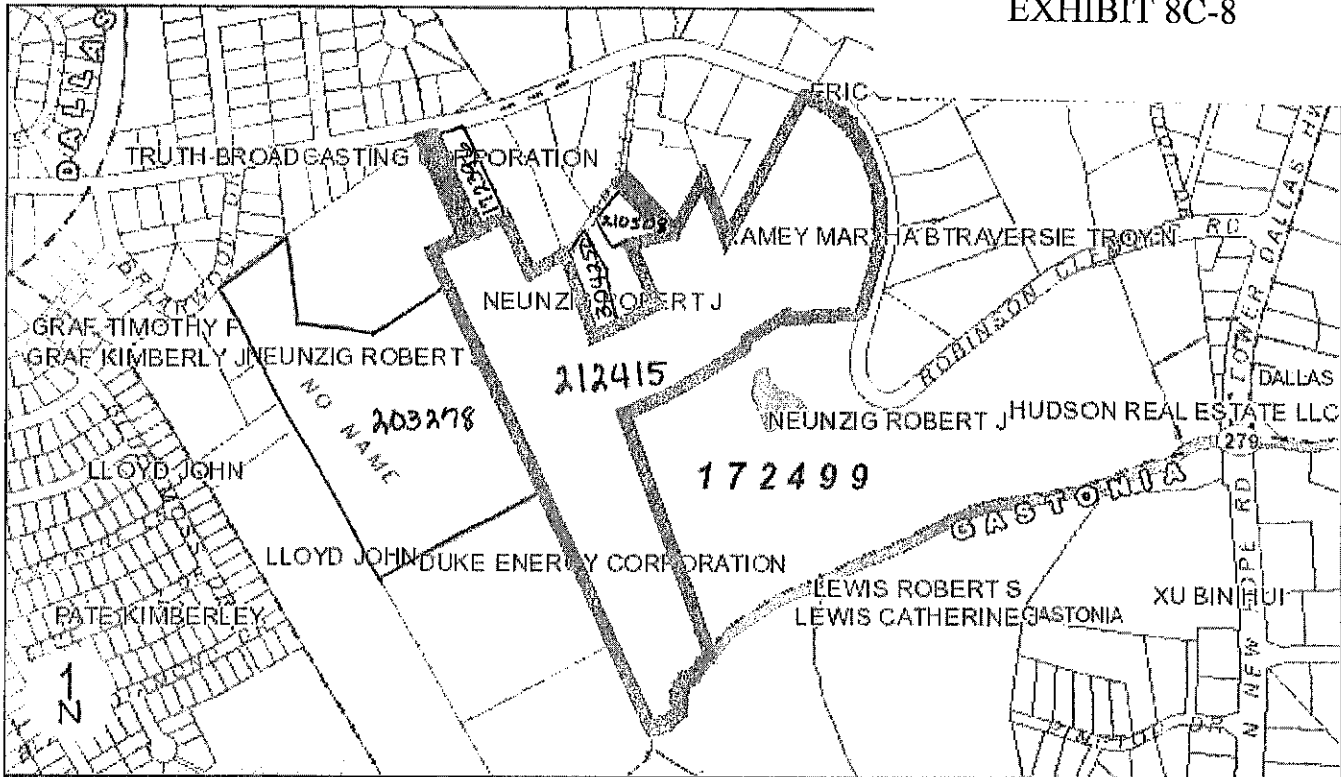


PHOTO NOT AVAILABLE

Primary Property Address

NO ASSIGNED ADDRESS

Tax Information

PARCEL #: 212415
 PIN #: 3557315165
 CURRENT OWNERS: NEUNZIG ROBERT J
 MAILING ADDRESS: 813 ROBINSON CLEMMER RD , DALLAS, NC 28034-8323
 NBHD #: 2C020
 NBHD NAME: SOUTHWEST DALLAS 2C
 TOWNSHIP: DALLAS TOWNSHIP
 LEGAL DESC: ROBINSON CLEMMER RD. (29.556 ACRE) PLAT BOOK 098 PAGE 114

Tax Information

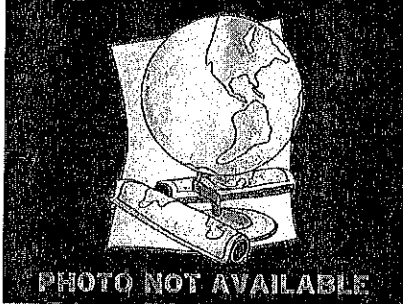
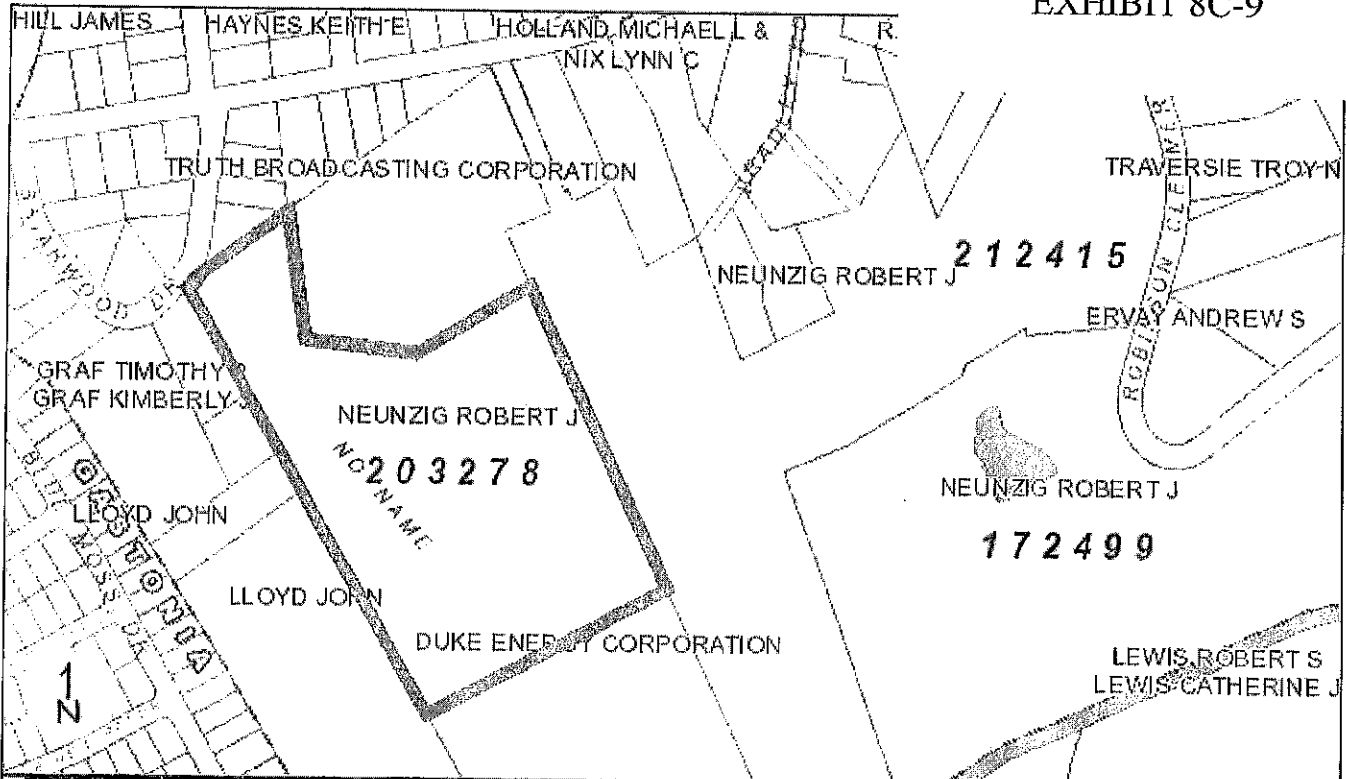
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 SALES AMOUNT: \$0
 PLAT BOOK: 098 PAGE: 114
 STRUCTURE TYPE:
 YEAR BUILT:
 SQUARE FOOTAGE:
 VACANT: VACANT
 BASEMENT: NO
 BED: BATH: HALF-BATH:
 MULTI-STRUCTURES: NO
 ACREAGE: 28.86
 TAX DISTRICT: SPENCER MTN FD
 VOLUNTARY AG DISTRICT: NO
 PROPERTY USE: RESIDENTIAL

Tax Values

MARKET LAND VALUE: \$127,880
 MARKET IMPR. VALUE: \$0
 MARKET VALUE: \$127,880
 FARM DISCOUNT: YES
 EXEMPTION: NO
 TAXABLE VALUE: \$14,120

Parcel Information

CITY LIMITS: NO
 ETJ: NOT IN ETJ
 POLICE DISTRICT: GASTON COUNTY
 FIRE DISTRICT: SPENCER MTN
 FLOOD: AE,0.2 PCT
 LOCAL WATERSHED: LONG CREEK
 CENSUS TRACT: 314.01,309.02



Primary Property Address

NO ASSIGNED ADDRESS

Tax Information

PARCEL #: 203278
 PIN #: 3557205985
 CURRENT OWNERS: NEUNZIG ROBERT J
 MAILING ADDRESS: 813 ROBINSON CLEMMER RD, DALLAS, NC 28034-8323
 NBHD #: 2C020
 NBHD NAME: SOUTHWEST DALLAS 2C
 TOWNSHIP: DALLAS TOWNSHIP
 LEGAL DESC: . 13 105 057 01 000

Tax Information

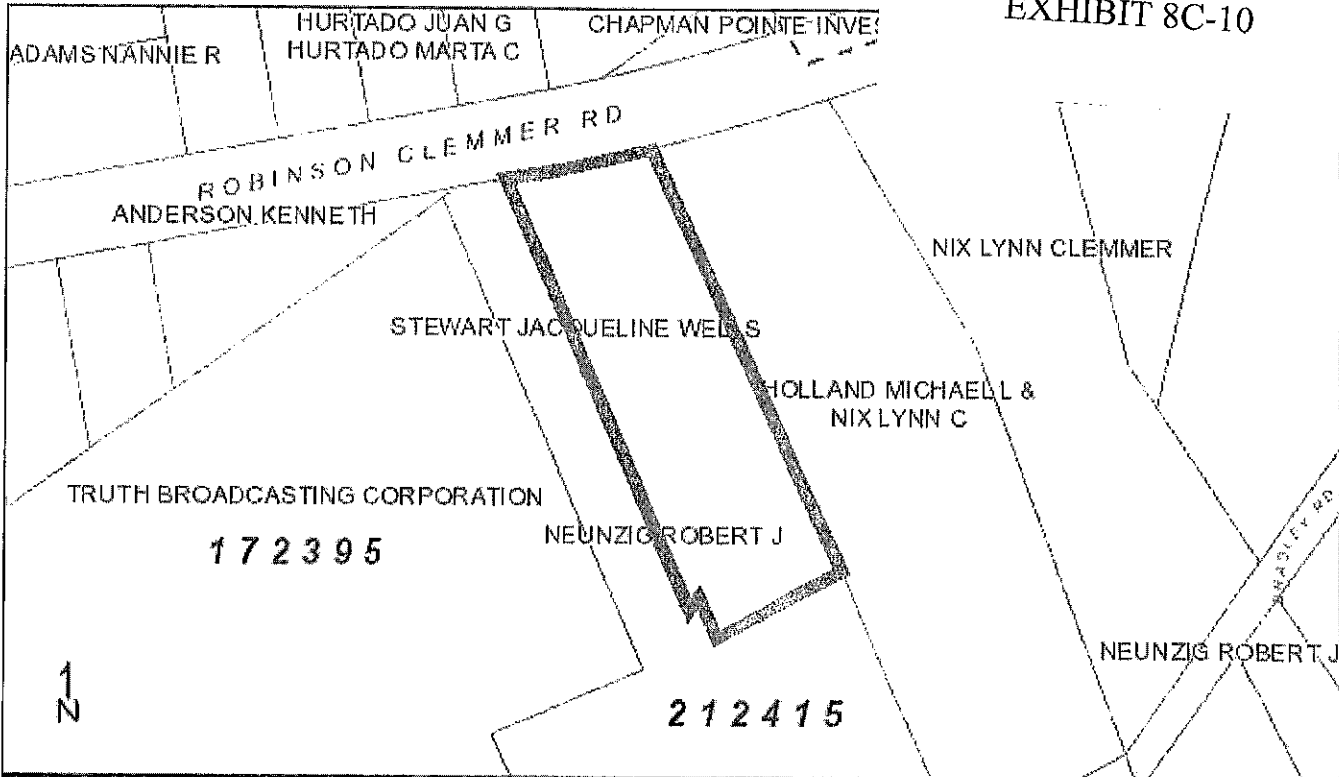
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 DEED RECORDING DATE: 1/6/2012
 SALES AMOUNT: \$0
 PLAT BOOK: PAGE:
 STRUCTURE TYPE:
 YEAR BUILT:
 SQUARE FOOTAGE:
 VACANT: VACANT
 BASEMENT: NO
 BED: BATH: HALF-BATH:
 MULTI-STRUCTURES: NO
 ACREAGE: 15.77
 TAX DISTRICT: SPENCER MTN FD
 VOLUNTARY AG DISTRICT: NO
 PROPERTY USE: RESIDENTIAL

Tax Values

MARKET LAND VALUE: \$86,800
 MARKET IMPR. VALUE: \$0
 MARKET VALUE: \$86,800
 FARM DISCOUNT: YES
 EXEMPTION: NO
 TAXABLE VALUE: \$7,910

Parcel Information

CITY LIMITS: NO
 ETJ: NOT IN ETJ
 POLICE DISTRICT: GASTON COUNTY
 FIRE DISTRICT: SPENCER MTN
 FLOOD: 0.2 PCT
 LOCAL WATERSHED: LONG CREEK
 CENSUS TRACT: 309.02



172396 03/04/2014

Primary Property Address

415 ROBINSON CLEMMER RD DALLAS, NC 28034

Tax Information

PARCEL #: 172398
 PIN #: 3557218871
 CURRENT OWNERS: STEWART JACQUELINE WELLS
 MAILING ADDRESS: 415 ROBINSON CLEMMER RD, DALLAS, NC 28034-8314
 NBHD #: 2C020
 NBHD NAME: SOUTHWEST DALLAS 2C
 TOWNSHIP: DALLAS TOWNSHIP
 LEGAL DESC: . 13 105 056 01 000

Tax Information

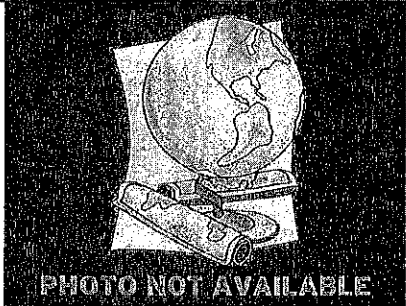
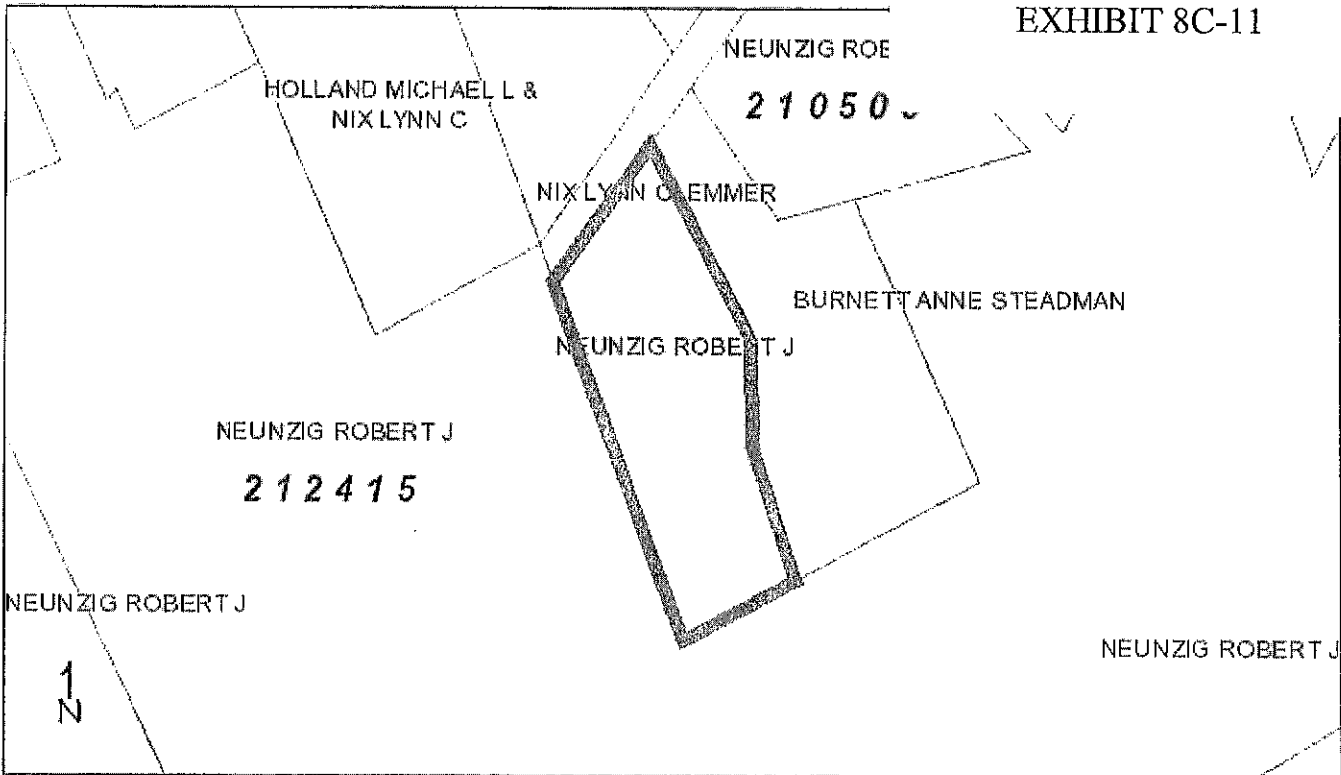
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 DEED RECORDING DATE: 6/10/2019
 SALES AMOUNT: \$0
 PLAT BOOK: PAGE:
 STRUCTURE TYPE: RANCH
 YEAR BUILT: 1952
 SQUARE FOOTAGE: 962
 VACANT: IMPROVED
 BASEMENT: NO
 BED: 1 BATH: 1 HALF-BATH:
 MULTI-STRUCTURES: NO
 ACREAGE: 0.95
 TAX DISTRICT: SPENCER MTN FD
 VOLUNTARY AG DISTRICT: NO
 PROPERTY USE: RESIDENTIAL

Tax Values

MARKET LAND VALUE: \$18,220
 MARKET IMPR. VALUE: \$41,010
 MARKET VALUE: \$59,230
 FARM DISCOUNT: NO
 EXEMPTION: NO
 TAXABLE VALUE: \$59,230

Parcel Information

CITY LIMITS: NO
 ETJ: NOT IN ETJ
 POLICE DISTRICT: GASTON COUNTY
 FIRE DISTRICT: SPENCER MTN
 FLOOD:
 LOCAL WATERSHED: LONG CREEK
 GENSUS TRACT: 309.02



Primary Property Address

NO ASSIGNED ADDRESS

Tax Information

PARCEL #: 304250
 PIN #: 3557313421
 CURRENT OWNERS: NEUNZIG ROBERT J
 MAILING ADDRESS: 813 ROBINSON
 CLEMMER RD , DALLAS, NC 28034-8323
 NBHD #: 2C020
 NBHD NAME: SOUTHWEST DALLAS 2C
 TOWNSHIP: DALLAS TOWNSHIP
 LEGAL DESC: . 13 106 003 00 000

Tax Information

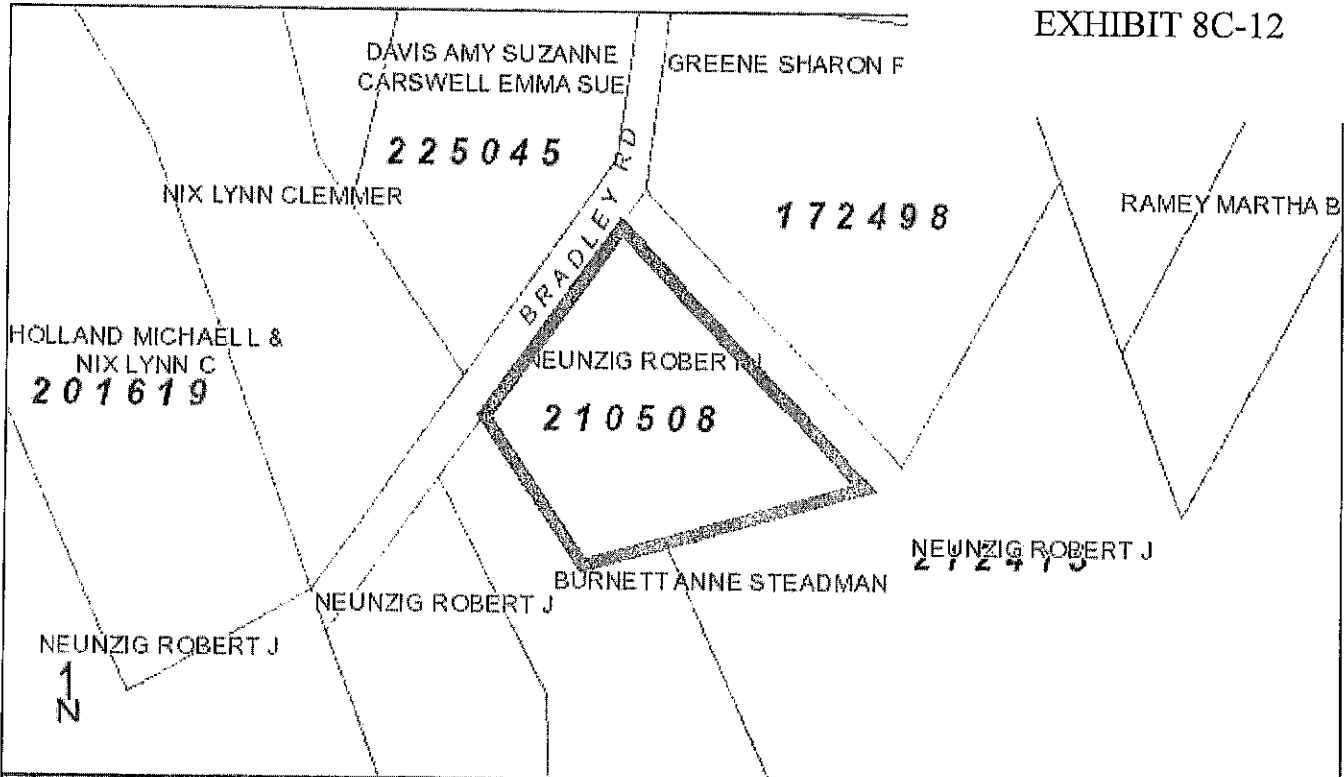
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 DEED RECORDING DATE: 11/23/2020
 SALES AMOUNT: \$5,000
 PLAT BOOK: PAGE:
 STRUCTURE TYPE:
 YEAR BUILT:
 SQUARE FOOTAGE:
 VACANT: VACANT
 BASEMENT: NO
 BED: BATH: HALF-BATH:
 MULTI-STRUCTURES: NO
 ACREAGE: 0.81
 TAX DISTRICT: SPENCER MTN FD
 VOLUNTARY AG DISTRICT: NO
 PROPERTY USE: RESIDENTIAL

Tax Values

MARKET LAND VALUE: \$3,800
 MARKET IMPR. VALUE: \$0
 MARKET VALUE: \$3,800
 FARM DISCOUNT: YES
 EXEMPTION: NO
 TAXABLE VALUE: \$410

Parcel Information

CITY LIMITS: NO
 ETJ: NOT IN ETJ
 POLICE DISTRICT: GASTON COUNTY
 FIRE DISTRICT: SPENCER MTN
 FLOOD:
 LOCAL WATERSHED: LONG CREEK
 CENSUS TRACT: 309.02



Primary Property Address

802 BRADLEY RD DALLAS, NC 28034

Tax Information

PARCEL #: 210508
 PIN #: 3557314655
 CURRENT OWNERS: NEUNZIG ROBERT J
 MAILING ADDRESS: 813 ROBINSON CLEMMER RD , DALLAS, NC 28034-8323
 NBHD #: 2C020
 NBHD NAME: SOUTHWEST DALLAS 2C
 TOWNSHIP: DALLAS TOWNSHIP
 LEGAL DESC: . 13 106 002 00 000 SPL

Tax Information

DEED BOOK: 5176 PAGE: 1165
 DEED RECORDING DATE: 11/23/2020
 SALES AMOUNT: \$0
 PLAT BOOK: PAGE:
 STRUCTURE TYPE:
 YEAR BUILT:
 SQUARE FOOTAGE:
 VACANT: VACANT
 BASEMENT: NO
 BED: BATH: HALF-BATH:
 MULTI-STRUCTURES: NO
 ACREAGE: 0.70
 TAX DISTRICT: SPENCER MTN FD
 VOLUNTARY AG DISTRICT: NO
 PROPERTY USE: RESIDENTIAL

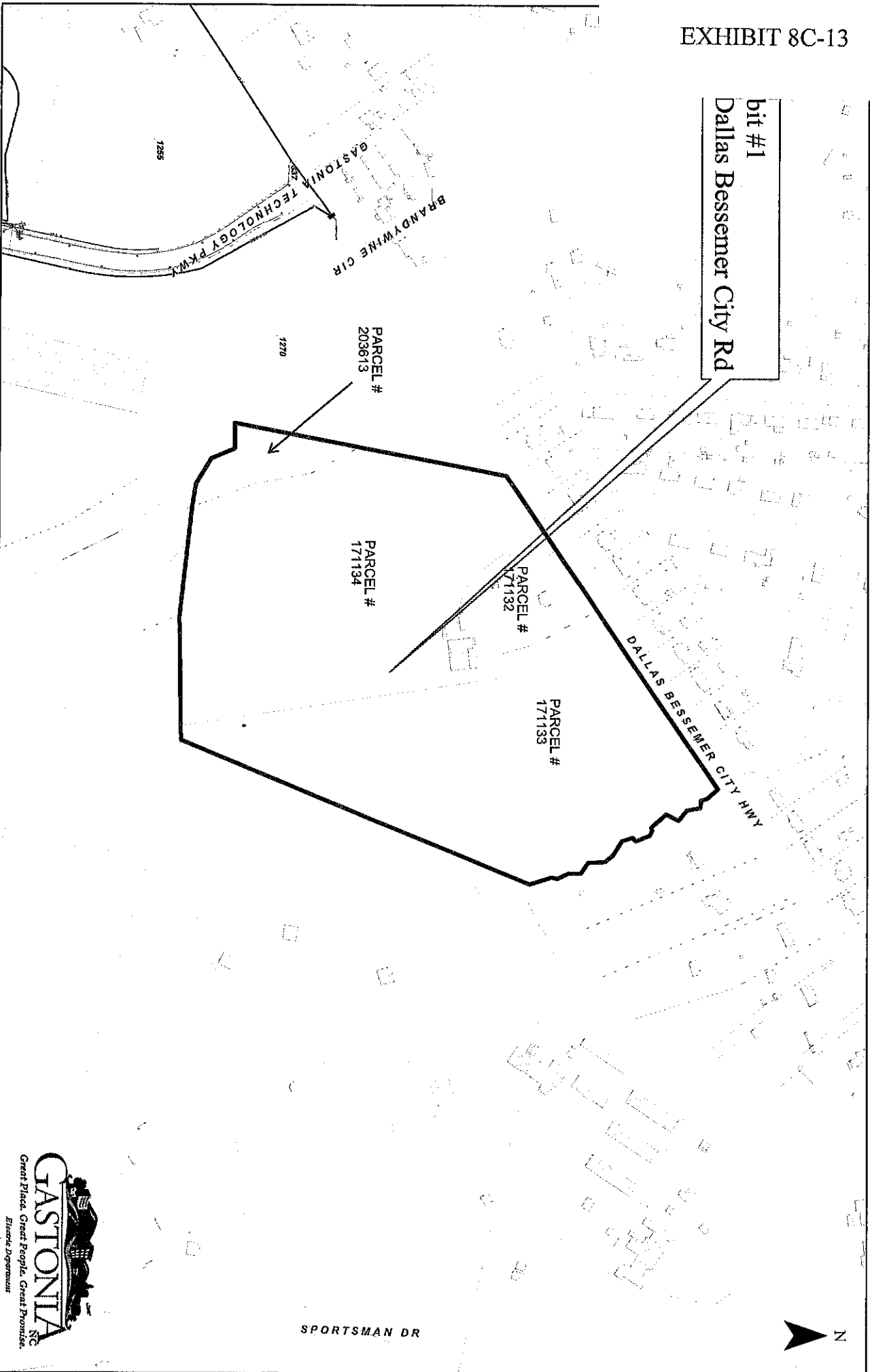
Tax Values

MARKET LAND VALUE: \$14,070
 MARKET IMPR. VALUE: \$0
 MARKET VALUE: \$14,070
 FARM DISCOUNT: YES
 EXEMPTION: NO
 TAXABLE VALUE: \$350

Parcel Information

CITY LIMITS: NO
 ETJ: NOT IN ETJ
 POLICE DISTRICT: GASTON COUNTY
 FIRE DISTRICT: SPENCER MTN
 FLOOD:
 LOCAL WATERSHED: LONG CREEK
 CENSUS TRACT: 309.02

bit #1
Dallas Bessemer City Rd



1255

1270

PARCEL #
203613

PARCEL #
171134

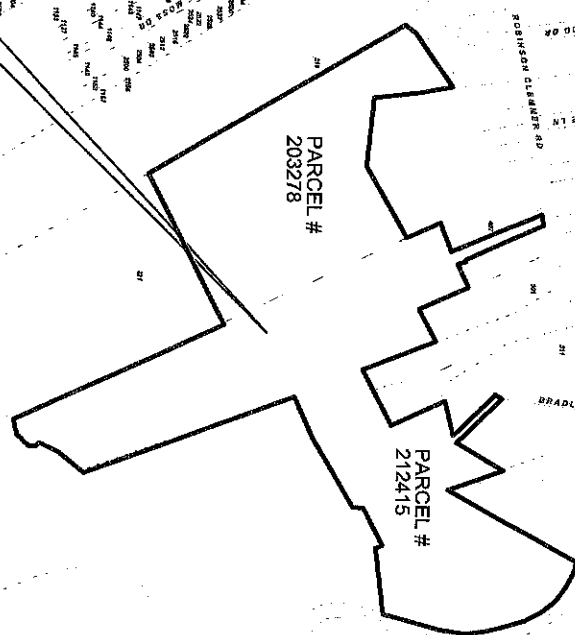
PARCEL #
171132

PARCEL #
171133

SPORTSMAN DR



Exhibit #2
Robinson Clemmer Rd





Resolution Approving Request to Remove 48.897 Acres from Dallas' Sphere of Influence to be Annexed by
City of Gastonia

WHEREAS, an Annexation Agreement exists between the Town of Dallas and the City of Gastonia;
and

WHEREAS, the City of Gastonia wishes to annex a 48.897 acre site within the sphere of influence outlined in the Agreement that contains Gaston County Parcels 172396, 203278, 210508, 212415, 304250, and 304251; and

WHEREAS, the City of Gastonia and Hopper Communities, Inc. request that the Town of Dallas release these parcels to be annexed by the City of Gastonia;

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

That the Board of Aldermen of the Town of Dallas do approve releasing Gaston County Parcels 172396, 203278, 210508, 212415, 304250, and 304251 to be annexed by the City of Gastonia.

Adopted this the 10th of October, 2023 at Dallas, North Carolina.

Attested By:

Rick Coleman, Mayor

Sarah Ballard, Town Clerk



Resolution Approving Request to Remove 48,897 Acres from Dallas' Sphere of Influence to be Annexed by
City of Gastonia

CERTIFICATION

The undersigned duly qualified and acting Town Clerk of the Town of Dallas does hereby certify: That the above/attached resolution is a true and correct copy of the resolution releasing six parcels for annexation by the City of Gastonia, as regularly adopted at a legally convened meeting of the Board of Aldermen duly held on the 12th day of September, 2023; and further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of September, 2023.

Sarah Ballard, Town Clerk

(SEAL)
