

Town of Dallas Board of Aldermen Regular Meeting
Dallas Historic Courthouse, 131 N. Gaston St. Dallas
Tuesday, May 13th, 2025 6:00 PM

Hayley Beaty, Mayor
Frank Milton
Hoyle Withers

Sam Martin, Mayor Pro-Tem
Jerry Cearley
Alan Cloninger



-
- 1. Invocation and Pledge of Allegiance to the Flag** *(Please stand for Invocation and remain standing for Pledge of Allegiance)*
 - 2. Motion to Approve Agenda with Additions or Deletions**
 - 3. Motion to Approve Minutes** 2
 - A. April 8th Minutes, April 22nd Special Meeting Minutes
 - 4. Recognition of Citizens: Time set by Mayor** *(Speakers are asked to use proper decorum and to limit comments to no more than three minutes.)*
 - A. Student of the Month – Carr Elementary
 - 5. Motion to Approve Consent Agenda** *(to be acted on collectively, unless removed for further discussion)*
 - A. Interlocal Agreement for Enforcement Services of Gaston County Soil Erosion and Sediment Control Ordinance 11
 - B. Interlocal Agreement for Enforcement Services of the Gaston County Stormwater Ordinance 16
 - C. National Public Works Week Proclamation 21
 - D. Award Contract for Dallas/Stanley Sewer Force Main Replacement 23
 - 6. Public Hearings** *(Motion to enter Public Hearing to open the floor for citizens to speak. Motion to go out of Public Hearing. Motion to approve, deny, or table item.)*
 - A. No Public Hearings
 - 7. Old Business**
 - A. Ordinance for Surplus Sale 26
 - 8. New Business**
 - A. Planning Board Seat 29
 - B. Resolution to Accept Funding for SL 2023-124 30
 - C. Budget Amendment WS Appropriation Project 32
 - 9. Mayor’s Report**
 - 10. Manager’s Report**
 - 11. Adjourn**

MINUTES FOR BOARD OF ALDERMEN MEETING
April 8th, 2025
6:00 PM

The following elected officials were present: Mayor Beaty, Alderman Milton, Alderman Martin, Alderman Cearley, Alderman Withers. Alderman Cloninger was absent.

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Tom Hunn, Town Attorney; Lindsey Tysinger, Town Clerk; Earl Withers III, Fire Chief; Kristin Boone, Finance Director; Alex Wallace, Parks and Recreation Director; Brittany Beam, Planner; Lanny Smith, Electric Director; Zack Foreman, Assistant Public Works Director; and Bill Trudnak Public Works Director.

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

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

Approval of Agenda:

Alderman Martin made a motion to approve the agenda with the additions – 8D – Work Session Time Change, seconded by Alderman Cearley and carried unanimously.

Approval of Minutes:

Alderman Withers motioned to approve the minutes from the March 11th Minutes, and the March 25th Work Session Minutes, seconded by Alderman Milton and carried unanimously.

Recognition of Citizens:

The Mayor opened the floor for the Recognition of Citizens and Public Comment.

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

Jack Ray, of 120 April Lane, asked for a Proclamation of Recognition for the North Gaston Class of 1975. They will be celebrating their 50-year reunion. Having their reunion at the Country Market. Reunion is May the 3rd, asking for June the 10th for the Proclamation.

Justin Clemmer, of 104 N. Oakland Street, Played audio of music coming from the Pickle Bar and Bistro after 11 pm that he can hear from his home. A couple of months ago he and his family came to speak with the Board, how the quality of life and peace has been disrupted. The noise ordinance has been put on a decibel reading, which since they have called Dallas Police for disturbing the peace and was told the noise was in the decibel range. Have been told they can hear the music from 2 blocks away. They are not trying to shut down the business, just simply asking for quite time. They want to be able to enjoy their home the way other fellows enjoy theirs and should not have to sell or leave due this aggravated deal. Going forward if you would look at Lincolnton, Stanley, and Charlotte's quiet time. We are asking for reasonable accountability.

Kenny Roberson, of 725 Summey Farm Drive, here to see what we can do to get road humps on Summey Farm Drive if not other parts of the neighborhood. Other streets have fast traffic as well. Some residents come flying down the road and usually have 5-10 kids playing basketball in his driveway almost every day, they have had a few close calls. Doesn't think reducing the speed

limits are going to have an effect on that. Road humps aren't damaging cars but do an affective job to help reduce the speed. Not sure of the studies that are needed to be done to have road humps put in, but here to request to have road humps put in.

Mike Fields, of 1333 Philadelphia Church Road, thanked the Board and the employees of the Town. The gym has been packed with sports. Gave reminder of the ball field being dedicated to Anne Martin. Would like to commend the Police and rescue departments for keeping the Town safe. Very thankful for keeping us safe and the Town clean.

Consent Agenda:

Item 5A – Proclamation of Municipal Clerk Week

Each year, the second week of May is designated as Municipal Clerk Week in recognition of the vital role that Clerks perform in Municipal Government. The office of Clerk is the oldest existing public servant office. Attached is a proclamation designating May 4 – 10, 2025 as Municipal Clerk Week and recognizing Dallas' Town Clerk, Lindsey Tysinger. (Exhibit 5A-1)

Item 5B - Peace Officers Memorial Day and National Police Week 2025 Proclamation

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 11-17, 2025 as National Police Week in Dallas and to recognize the service of the Dallas Police Department. (Exhibit 5B-1)

Item 5C - Uncollectable Accounts in the Amount of \$15,905.56 to be Submitted to NC Debt Set Off

For authorization, are uncollectable accounts from the months of December 2024 – February 2025. 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.)

Item 5D - Interlocal Agreement for Collection of Taxes

Attached is an updated Interlocal Agreement for Collection of Taxes by Gaston County for taxes due to the Town of Dallas. The agreement outlines the collection duties, payment schedule, and fees charged by the County in the performance of this function on behalf of the Town. (Exhibit 5D 1-7)

Item 5E - Renewal of Participation in HUD "HOME" Program

It is time to renew the Gastonia-Gaston HOME Consortium. The Gastonia-Gaston HOME Consortium is a group of units of local government that enter into an agreement which allows for qualification to receive federal funding from the U.S. Department of Housing and Urban Development (HUD). The agreement is valid for a three-year period and includes Gastonia, Gaston County, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain,

Lowell, McAdenville, Mount Holly, Ranlo, and Stanley, with the City of Gastonia serving as the lead entity. This collective local government alliance is beneficial in that it allows smaller communities that do not meet the minimum threshold for funding to assume a more regional, collaborative approach to meeting the affordable housing needs of its communities. 100% of funds will be utilized within the areas stated within the agreement. No match funds or administrative funds are required for continued participation, only your signature will be needed. A HOME Consortium agreement must be renewed every three years and the renewal process may vary depending upon the addition of a new member or decision of non-renewal by an existing member. The lead entity receives the direct annual allocation of HOME Investment Partnerships (HOME) Program funds that are used for programs and activities within each participating local government jurisdiction.

1. Administration

Eligible costs necessary to support the conduct of carrying out programs and activities.

2. Core Programs

Core Programs funding is given directly to eligible families – this includes programs like down payment assistance to help low to moderate income families purchase homes throughout Gaston County.

3. Community Housing Development Organization (CHDO) Projects

15% of the total allocation of HOME funds are used to fund CHDO projects. CHDO funds are awarded to eligible organizations through a competitive process and funding is open to nonprofit and for profit developers based on availability. A copy of the Interlocal Agreement is attached. (Exhibit 5E 1-5)

Item 5F - Awarding a Finance Contract to United Financial

The Fire Department has a new pumper which will arrive in roughly May to June 2025, in which we need to award financing for this apparatus. The funds were included in the FY 2024-2025 budget, however depending on when the truck arrives, the first payment might become due until FY 25-26. RFP's have provided two bidders with the lowest being United Financial a Division of HomeTrust Bank. Their rates are as follows: 10yr / 4.88% with annual payments of \$110,889, 12yr/ 5.00% with annual payments of \$97,173.37, 15yr/ 5.11% with annual payments of \$83,595.01. Due to another fire apparatus being approved and arrival date in roughly 2028, the Town Manager and Finance Director would recommend going with a 15 year loan at 5.11% Attached, you will find the proposal for financing, as well as the resolution for approval. (Exhibit 5F 1-6)

Item 5G - Interlocal Agreement for IT Support with City of Gastonia and Gaston County

Attached is an updated Interlocal Agreement for public safety computer support by and between the City of Gastonia and Gaston County. This interlocal agreement is needed to finish out the process of the Dallas Police Department to begin transitioning to the New World IT solution. (Exhibit 5G 1-12)

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

Public Hearings:
No Public Hearings

Old Business:

Item 7A - Fee Schedule Update- Parks and Recreation

At the March 11, 2025 board meeting, a discussion and budget amendment was brought before the board to approve Dallas to begin offering football as part of our recreation program and to purchase some equipment needed. With that, registrations are now open, however; we need to set a fee for this sport.

Attached you will find the change in the fee schedule showing:

Football - \$175.00

*Cheer - \$100.00

*For Cheer, staff would like to present the registrants purchase their own cheer uniform instead of the Town. (Exhibit 7A 1-13)

Alderman Milton made a motion to approve the Fee Schedule Update - Parks and Recreation with the removal of the Cheer Fee and proceed with the Football Fee, bring back the Cheer fee to Work Session to discuss, seconded by Alderman Martin and carried unanimously.

New Business:

Item 8A - Presentation of the Dallas CORE Strategic Plan by Jeff Emory

On February 27th 2024, Jeff Emory, Community Economic Development Planner, with NC Department of Commerce presented an MOU and Resolution for the CORE program. Since then, a work group made of Town Staff as well as citizens of Dallas have met with Jeff and his colleagues monthly going over all things Dallas. The work group looked at things like (Outdoor Recreation Asset Mapping, Community Assessment and the development of an outdoor recreation strategic plan. Now at the final stages before implementation, Jeff will be presenting the CORE report to the Town Board. (Exhibit 8A 1-2)

Alderman Milton made a motion to adopt the core plan as presented, seconded by Alderman Withers and carried unanimously.

Item 8B - Appoint an Alternate for the MPO Board

The MPO Board is the decision-making policy board for the GCLMPO (Gaston-Cleveland-Lincoln Metropolitan Planning Organization). The membership includes elected officials from each member local government, as well as the Division 12 representative from the North Carolina Board of Transportation. The MPO Board provides policy direction for the planning process, facilitates communication and coordination among the member jurisdictions and guides the development of a comprehensive multimodal transportation program for the urban area. MPO Board meetings are typically held bi-monthly on the fourth Thursday of the month beginning in January. Voting member representatives and their alternates shall be elected officials only.

Alderman Milton made a motion to appoint Alderman Martin as the alternate to represent Dallas for the MPO Board Meetings, seconded by Alderman Withers and carried unanimously.

Item 8C - Resolution to Apply for State Grant Assistance for a Lead Service Inventory, Find and Replace, and Replacement

All community and public water supply systems must comply with the EPA's Lead and Copper Rule Revisions (LCRR) that went into effect December 16, 2021. Compliance requires an inventory of all service lines by October 16, 2024. The Town has completed phase one of the official Lead Service Line replacement AIA study and just recently received a Letter of Intent to Fund for Phase II of our LSR inventory. Staff feels confident that we should proceed and submit another application for the LSR Replacement process. The deadline for applications is June 2, 2025, however; a resolution must first be approved to apply by the Board. Attached is the resolution approving the Town's application for an LSLR project including Lead service line inventory, find and replace, and replacement. (Exhibit 8C 1-2)

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

Item 8D – Work Session Time Change (Addition)

Change the April 22nd Work Session time from 5:00 pm to 4:00 pm.

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

Mayor's Report:

Alderman Milton acknowledge that the Town was selected as the top 9 cities to live in North Carolina, and it is a tremendous honor. Milton is honored to be part of this Board in this Town.

Mayor Beaty informed the meeting of the Clean Up Day Event happening Saturday April, 12th from 9-12. We have the opening day for baseball and softball Saturday with Anne Martin's dedication at 9am. Spoke with NC Representatives to see what opportunities there is for grants.

Manager's Report:

Manager Newton informed the meeting of the Museum Easter Egg Hunt on the 12th as well. We received the funding letter for the second phase of the grant.

Alderman Cearley asked on why the utility bills have not been received. Newton informed him they are aware and did speak with the 3rd party company. The 3rd party was experiencing a glitch with the post office. Utility bills were given to the post office on the 3rd. Newton did want to

reiterate that residents can sign up to view bills online, sign up to receive emails on the 1st and can call Town Hall to receive the amount to pay.

Alderman Withers made a motion to adjourn, seconded by Alderman Martin and carried unanimously (6:46).

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

MINUTES FOR BOARD OF ALDERMEN SPECIAL MEETING

April 22nd, 2025

4:30 PM

The following elected officials were present: Mayor Beaty, Alderman Martin, Alderman Withers, Alderman Cloninger, Alderman Milton, and Alderman Cearley.

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Bill Trudnak, Public Works Director; Lindsey Tysinger, Town Clerk; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Brittany Beams, Planner; Sonny Gibson, Electric Supervisor; Earl Withers, Fire Chief; Sarah Ballard, Human Resources Director; Garrison Batchelor, Storm Water Administrator, and Alex Wallace, Parks and Recreation Director.

Mayor Beaty called the meeting to order at 4:33 pm.

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

Mayor Beaty asked if there were any additions or deletions to the agenda. Alderman Cloninger made a motion to approve the agenda, seconded by Alderman Martin and carried unanimously.

New Business:

Item 3A - Interlocal Agreements for Enforcement Services of the Gaston County Stormwater Ordinance and the Gaston County Soil Erosion and Sediment Control Ordinance

Stormwater Ordinance

- This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively).
- This agreement allows the County to implement their Stormwater ordinance within Town Limits.
- This agreement is between Gaston County and participating municipalities, allowing the County to provide plan review, permitting, and enforcement services for the post-construction portion of the Gaston County Stormwater Ordinance within the municipality's limits.

Erosion Control Ordinance

- This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively).
- This agreement allows the County to implement and enforce their Erosion Control program on behalf of the Town of Dallas.
- This agreement allows Gaston County to enforce the Soil Erosion and Sedimentation Control Ordinance within the municipal boundaries, ensuring consistent oversight of construction activities that disturb land.

(Exhibit 3A 1-8)

The Town Manager, Jonathan Newton, presented. The Board and Staff discussed the agreements and decided to bring them back to the next meeting.

Item 3B - Surplus Ordinance

Typically, items of surplus within the Town of Dallas have been placed on GovDeals for auction. The issue with GovDeals at times, are that we have to put a threshold on items in which we think are of higher value and if that value never gets reached, we remove it from the site and try again in the future. This can be quite cumbersome at times as well as staff's time posting items numerous throughout the year with never a sell occurring. Article 12 of NC General Stat. Chapter 160A allows for different methods of sales for surplus items. One being an ordinance to authorize a designee to be able surplus and personal property owned by the Town of Dallas as long as:

- 1.The item or group of items has a fair market value of less than thirty thousand dollars (\$30,000)
 - 2.The property is no longer necessary for the conduct of public business; and
 - 3.Sound property management principles and financial considerations indicate that the interest of the Town of Dallas would best be served by disposing of the property.
- Staff would like to recommend to the Board to approve and adopt this ordinance for the surplus of personal property. (Exhibit 3B 1-2)

The Board instructed the Staff to compile a list of items for sale, including their fair market value prices, and present it at the next meeting.

Item 3C - Budget Discussion

A Strategic Planning meeting was held on January 27th, 2025 to determine priorities for the upcoming Fiscal Year 2025/2026 budget preparation. Based on the discussion at the Strategic Planning meeting, Staff has prepared a rough draft to be reviewed. At the March 25th Work Session, the Board and Staff discussed the presented preliminary budget. This discussion will center on finalizing the priorities in the development of the Fiscal Year 2025/2026 Budget. Attached is the current FY2024/25 Fee Schedule for review prior to the meeting, to determine if there are any revisions needed for the upcoming fiscal year. (Exhibit 3C 1-13)

The Town Manager, Jonathan Newton, presented the 2nd preliminary budget draft for Fiscal Year 2025/2026, incorporating the changes discussed during the previous Work Session. The Board and Staff engaged in discussion about department needs, as well as rates and fees.

Mayor's Report

No Report.

Manager Report

No Report.

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 per **NCGS §143-318.11(a)(3)**.

Alderman Martin made a motion to go into closed session, seconded by Alderman Milton and carried unanimously (6:14).

Discussion only, no motion was made.

Alderman Martin made a motion to exit the closed session to go back into open session, seconded by Alderman Cearley and carried unanimously (6:39).

Alderman Cloninger made a motion to adjourn, seconded by Alderman Cearley and carried unanimously (6:39).

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Interlocal Agreement for Enforcement Services of the Gaston County Soil Erosion and Sediment Control Ordinance

AGENDA ITEM NO. 5A

MEETING DATE:5/13/2025

BACKGROUND INFORMATION:

Erosion Control Ordinance

- This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively).
- This agreement allows the County to implement and enforce their Erosion Control program on behalf of the Town of Dallas.
- This agreement allows Gaston County to enforce the Soil Erosion and Sedimentation Control Ordinance within the municipal boundaries, ensuring consistent oversight of construction activities that disturb land.

MANAGER RECOMMENDATION: To approve the Interlocal Agreement for Enforcement of Gaston County Soil Erosion and Sediment Control Ordinance

BOARD ACTION TAKEN:

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR ENFORCEMENT SERVICES OF GASTON
COUNTY SOIL EROSION AND SEDIMENT CONTROL ORDINANCE**

This Agreement made and entered into on the _____ day of _____, 20__, by and between **GASTON COUNTY** a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County", and the _____, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as "Municipality".

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, Article 6 of Chapter 153A of the North Carolina General Statutes authorizes the governing board of any City to permit any ordinance adopted by a County to be applicable within the City; and,

WHEREAS, Pursuant to 40 CFR 122.35, an operator of a regulated MS4 may share the responsibility to implement a minimum control measure with another entity provided certain conditions are met; and,

WHEREAS, the Municipality has requested that the County provide enforcement services within the corporate boundaries of the Municipality for the Gaston County Soil Erosion and Sedimentation Control Ordinance; and,

WHEREAS, pursuant to N.C. Gen Stat. Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and,

WHEREAS, the Gaston County Board of Commissioners upon approval of a resolution, and with written notice, may withdraw the offering of the service to the Municipality.

WHEREAS, the, _____, City Council upon approval of a resolution, and with written notice, may withdraw the offering of the service from the County.

NOW, THEREFORE, it is agreed by the parties hereto that the County through the Gaston County Department of Natural Resources will provide enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance within the corporate limits of the

Municipality for the purpose of fulfilling the requirements outlined in the NPDES Municipal Separate Stormwater Sewer System (MS4) Permit NCS000393 on behalf of the Municipality and on the terms and conditions set forth below:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance inside its corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.

2. Term. The term of this Agreement is _____, 20__ through _____, 20__. This Agreement shall automatically renew each year hereafter for successive one-year terms unless terminated as provided herein.

3. Responsibilities.

A. Municipality. The Municipality agrees to:

- (1) adopt County Fee Schedule with regards to Erosion and Sedimentation Control items;
- (2) allow the County to retain any fees or fines collected in accordance with the adopted schedule and in accordance with the law;
- (3) perform a preliminary submittal review before allowing plans to be submitted to County. Preliminary review will be to ensure items of concern to the Municipality or otherwise regulated by Municipal Ordinance (example: Driveway, tree save, etc.) are addressed prior to issuance of permit.
- (4) any erosion control measures that are added as part of conditions from a Conditional Rezoning or are required as part of other Municipal Ordinances or Municipal Land Development Standards, that are outside of the scope of the adopted Gaston County Soil Erosion and Sediment Control Ordinance will be the sole responsibility of the Municipality to enforce and maintain.
- (5) defend all claims against it and its employees for incidents related to the enforcement activities to be conducted pursuant to this Agreement that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgments against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement, and further agrees to indemnify and hold the Municipality harmless from any judgments against the Municipality resulting therefrom, unless the claims or liability arise solely from the actions of the Municipality;

B. County. The County through the County Department of Natural Resources agrees to:

- (1) Notify Municipality upon receipt of new plan submittals.
- (2) review plans submitted pursuant to the Gaston County Soil Erosion and Sediment Control Ordinance for compliance therewith and issue permits for those plans found to be in compliance.
- (3) ensure that all construction activities disturbing one acre or more and are subject to the scope of the Gaston County Soil Erosion and Sediment Control Ordinance, obtain an NCDEQ required NCG01 Permit for the construction activity. During scheduled erosion control inspections, monitor project site for NCG01 Permit compliance and report reoccurring non-compliance issues to NCDEQ and Municipality.
- (4) provide adequate enforcement staff to be able to effectively enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance within the Municipality's corporate limits; this includes responding to citizen and municipal complaints within a 48-hour window of time from the receipt of the complaint;
- (5) seek civil and criminal enforcement of the law when necessary in the County's discretion.

4. Geographic and Subject Matter Jurisdiction. To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance as it now exists, or may be amended from time to time, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement.

5. Amendment. This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.

6. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this Agreement is held invalid such decision shall not render the document invalid.

7. Governing Law & Forum:

This Agreement shall be deemed to have been made in the State of North Carolina, and its

validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina.

Dispute Resolution. In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations. Each party hereto submits to the exclusive jurisdiction in the state and federal courts having jurisdiction in Gaston County, North Carolina and irrevocably waives any defenses to such venue including any defense based upon the principles of forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers of the day and year first above written.

GASTON COUNTY

By: _____
County Manager

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

County Attorney

(NAME OF MUNICIPALITY)

By: _____
Mayor

ATTEST:

Clerk

File: IntlocAgreeSoilEros&SedContOrd.mw

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Interlocal Agreement for Enforcement Services of the Gaston County Stormwater Ordinance

AGENDA ITEM NO. 5B

MEETING DATE:5/13/2025

BACKGROUND INFORMATION:

Stormwater Ordinance

- This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively).
- This agreement allows the County to implement their Stormwater ordinance within Town Limits.
- This agreement is between Gaston County and participating municipalities, allowing the County to provide plan review, permitting, and enforcement services for the post-construction portion of the Gaston County Stormwater Ordinance within the municipality's limits.

MANAGER RECOMMENDATION: To Approve the Interlocal Agreements for Enforcement Services of the Gaston County Stormwater Ordinance

BOARD ACTION TAKEN:

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR ENFORCEMENT SERVICES
OF THE GASTON COUNTY STORMWATER ORDINANCE**

This agreement made and entered into on the ____ day of _____, 20__ by and between **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as “County”, and the _____, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as “Municipality”.

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, Article 6 of Chapter 153A of the North Carolina General Statutes authorizes the governing board of any City to permit any ordinance adopted by a County to be applicable within the City; and,

WHEREAS, Pursuant to 40 CFR 122.35, an operator of a regulated MS4 may share the responsibility to implement a minimum control measure with another entity provided certain conditions are met; and,

WHEREAS, the Municipality has requested that the County provide plan review and permitting within the corporate boundaries of the Municipality for the post-construction portion of the Gaston County Stormwater Ordinance; and

WHEREAS, pursuant to N.C. General Statute Chapter 160A, Article 20, upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may through agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and

WHEREAS, the Gaston County Board of Commissioners, upon approval of a resolution, and with written notice, may withdraw the offering of the services to the Municipality.

WHEREAS, the _____, City Council, upon approval of a resolution, and with written notice, may withdraw the offering of the services from the County.

NOW THEREFORE, it is agreed by the parties hereto that the County through the Gaston County Department of Natural Resources will provide plan review and permitting for post-construction stormwater portion of the Gaston County Stormwater Ordinance within the corporate limits of the Municipality for the purpose of fulfilling the requirements outlined in the NPDES Municipal Separate Stormwater Sewer System (MS4) Permit NCS000393 on behalf of the Municipality and on the terms and conditions set forth below:

- 1. Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for plan review, permitting, and enforcement services for the Gaston County Stormwater Ordinance inside its corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.

2. **Term.** The term of this Agreement is _____, 20__ through _____, 20__. This Agreement shall automatically renew each year thereafter for successive one (1) year terms unless terminated as provided herein.

3. **Responsibilities.**

A. **Municipality.** The Municipality agrees to:

- (1) adopt the County Fee Schedule with regards to Stormwater items;
- (2) allow the County to retain any plan review and Permitting fees for Post-Construction Stormwater per the County Fees Schedule;
- (3) defend all claims against it and its employees for incidents that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgements against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement and further agrees to indemnify and hold the Municipality harmless from any judgements against the Municipality resulting therefrom, unless the claims or liability arise solely from the actions of the Municipality.
- (4) withhold applicable permits and approvals, including but not limited to zoning permits and final plat approvals, until notified of compliance with the Stormwater Ordinance;
- (5) obtain performance surety bonds on all proposed Stormwater Control Measures. These bonds shall be held until all final documentation for completed Stormwater Control Measures have been received by the County;
- (6) any Stormwater Control measures that are added as part of conditions from a conditional rezoning or are required as part of other Municipal Ordinances or Municipal Land Development Standards, that are outside of the scope of the adopted Gaston County Stormwater Ordinance will be the sole responsibility of the municipality to enforce;
- (7) administer the Municipality's Stormwater Management Program including programs addressing the Six Minimum Measures of the Municipality's NPDES MS4 Permit;
 - a) Public Involvement and Participation,
 - b) Public Education and Outreach,
 - c) Construction Site Runoff: County is responsible for plan review, permitting, inspection, and enforcement of Soil Erosion & Sedimentation Control Ordinance on all land disturbance activities (minor / major subdivisions and single lot permits) via the respective Soil Erosion & Sedimentation Control Ordinance Interlocal Agreement.
 - d) Post-Construction Site Runoff: County is responsible for only the responsibilities listed below in Part 3.B of this Interlocal Agreement. The Municipality is responsible for all remaining NPDES MS4 Permit Post-Construction Runoff requirements.
 - e) Illicit Discharge Detection and Elimination,
 - f) Good Housekeeping Pollution Prevention
 - g) any applicable Total Maximum Daily Load (TMDLs) requirements

B. **County.** The County, through the Gaston County Department of Natural Resources, agrees to:

- (1) Notify Municipality upon receipt of new plan submittals.
- (2) review plans submitted pursuant to the Gaston County Stormwater Ordinance for compliance therewith and issue permits for those plans found to be in compliance;
 - a. coordinate with Municipality on final review of plan submittals to verify acceptance of proposed proprietary Stormwater Control Measure(s) by Municipality.
- (3) inspect construction sites, and monitor Stormwater Control Measure(s) to completion of construction, to determine compliance with approved and permitted stormwater management plans;
- (4) notify Municipality of any violations of the Stormwater Ordinance during, and to the completion of, the construction process and the final design engineer certification;
- (5) collect all final Stormwater Control Measure(s) documentation; As part of this process, Gaston County will coordinate with Municipality for the release of any bonds for such infrastructure;
- (6) convey all final Stormwater Control Measure(s) documentation as outlined in the Gaston County Stormwater Control Measure Close Out Report to Municipality for record keeping and the Municipality's continuing enforcement of the post-construction portion of the Stormwater Management Ordinance per the Municipality's NPDES MS4 Permit;
- (7) Seek Civil and Criminal enforcement of the law in the mutual discretion of the County and the Municipality.

4. **Geographic and Subject Matter Jurisdiction.** To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to perform the herein described services and, to that extent, to enforce the County Stormwater Management Ordinance as it now exists, or may be amended from time to time, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this agreement.

5. **Amendment.** This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.

6. **Entire Agreement.** This Agreement is the only agreement between the parties, contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this Agreement is held invalid, such decision shall not render the document invalid.

7. **Governing Law & Forum:**

This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina.

Dispute Resolution. In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations. Each party hereto submits to the exclusive jurisdiction in the state and federal courts having jurisdiction in Gaston County, North Carolina and irrevocably waives any defenses to such venue including any defense based upon the principles of forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers of the day and year first above written.

GASTON COUNTY

By: _____
County Manager

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

County Attorney

(NAME OF MUNICIPALITY)

By: _____
Mayor

ATTEST:

Clerk

File: IntlocAgreeSoilEros&SedContOrd.mw

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Public Works Week Proclamation

AGENDA ITEM NO. 5C

MEETING DATE:5/13/2025

BACKGROUND INFORMATION:

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

Attached is the proclamation recognizing the week of May 18–24, 2025, as National Public Works Week.

MANAGER RECOMMENDATION: Approve Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation For National Public Works Week 2025

“People, Purpose, Presence”

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

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

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

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, BE IT PROCLAIMED, that the Town of Dallas do hereby designate the week of May 18–24, 2025, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Adopted this the 13th day of May, 2025

Attested By:

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

(SEAL)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Award Contract for Dallas/Stanley Sewer Force Main Replacement

AGENDA ITEM NO. 5D

MEETING DATE: 5/13/2025

BACKGROUND INFORMATION:

Requests for Proposals were sent out for Dallas/Stanley Force Main as a rebid due to the fact that the original bids in 2022/2023, the town did not have the funding to complete the force main portion of this project without other grant funding. Bids were opened on February 28, 2025. Ed Wallace Construction Inc were the lowest, responsible, responsive bidder at \$1,178,835.50. Attached is the bid sheet and recommendation letter to award the bid.

As part of the S.L. 2023-134 Appropriations Act, the town has a grant in which will cover this project in full with no cost to the citizens.

MANAGER RECOMMENDATION: Award the bid to Ed Wallace Construction, as presented.

BOARD ACTION TAKEN:

Town of Dallas

Dallas/Stanley Sewer Pump Station Forcemain Replacement

February 28, 2025

BID TAB

				Engineer's Estimate			Ed Wallace Construction, Inc.			Elite Infrastructure Group			Dellinger, Inc.			Sanders Utility Construction Co., Inc.		
				UNIT PRICE	AMOUNT	UNITS	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
DESCRIPTION				QTY.	UNITS													
Mobilization				1.00	LS		\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00		\$75,000.00	\$50,000.00		\$71,000.00	\$71,000.00	
Clearing & Grubbing				0.31	AC		\$32,258.06	\$10,000.00		\$30,000.00	\$9,300.00		\$85,000.00	\$25,000.00		\$8,500.00	\$2,635.00	
Rock Excavation				10.00	CY		\$200.00	\$2,000.00		\$1,000.00	\$10,000.00		\$175.00	\$385.00		\$200.00	\$2,000.00	
Class 57 Washed Stone				50.00	TNS		\$50.00	\$2,500.00		\$38.50	\$1,925.00		\$75.00	\$3,750.00		\$70.00	\$3,500.00	
20" C-900 PVC DR-21 S/S Force main				2643.00	LF		\$250.00	\$660,750.00		\$240.00	\$634,320.00		\$275.00	\$726,825.00		\$318.00	\$840,474.00	
1" Air Release Valve with Valve Manhole (Complete in Place)				1.00	EA		\$15,000.00	\$15,000.00		\$13,750.00	\$13,750.00		\$15,000.00	\$13,000.00		\$14,910.00	\$14,910.00	
20" Class 51 MJ Ductile Iron Mega-lug Joint Sewer Force main				85.00	LF		\$350.00	\$29,750.00		\$425.00	\$36,125.00		\$500.00	\$42,500.00		\$559.00	\$47,515.00	
28" x 0.25" Steel Casing by Dry Bore & Jack (Complete in Place)				75.00	LF		\$2,000.00	\$150,000.00		\$2,335.00	\$175,125.00		\$3,250.00	\$243,750.00		\$3,553.00	\$266,475.00	
DIP Fittings				4000.00	Lbs		\$8.00	\$32,000.00		\$4.00	\$16,000.00		\$10.00	\$40,000.00		\$18.00	\$72,000.00	
Tie-in New Forcemain into 12" Pump Station Outlet @ Sta. 0+00				1.00	LS		\$10,000.00	\$10,000.00		\$15,000.00	\$15,000.00		\$30,000.00	\$19,000.00		\$28,760.00	\$28,760.00	
Core and Prepare Existing Manhole for Tie-in of New Force Main at				1.00	LS		\$15,000.00	\$15,000.00		\$25,000.00	\$25,000.00		\$25,000.00	\$39,000.00		\$26,760.00	\$26,760.00	
Aggregate Base Course for Pump Station Access Area				40.00	TNS		\$45.00	\$1,800.00		\$40.00	\$1,600.00		\$75.00	\$3,000.00		\$136.00	\$5,440.00	
Asphalt Pavement Removal				75.00	SF		\$10.00	\$750.00		\$15.00	\$1,125.00		\$25.00	\$1,875.00		\$20.00	\$1,500.00	
8" Full Depth Asphalt Pavement Repair (2" S-9.5A with 6" I-19.0 B				75.00	SF		\$50.00	\$3,750.00		\$37.00	\$2,775.00		\$60.00	\$4,500.00		\$41.00	\$3,075.00	
24" Concrete Curb & Gutter Removal and Replacement				15.00	LF		\$50.00	\$750.00		\$145.00	\$2,175.00		\$60.00	\$900.00		\$165.00	\$2,475.00	
Concrete Drive Removal and Replacement				50.00	SF		\$45.00	\$2,250.00		\$30.00	\$1,500.00		\$30.00	\$1,500.00		\$45.00	\$2,250.00	
Asphalt Driveway Removal and Replacement				240.00	SF		\$60.00	\$14,400.00		\$25.00	\$6,000.00		\$30.00	\$7,200.00		\$35.00	\$8,400.00	
Gravel Driveway Removal and Replacement				19.00	SF		\$15.00	\$285.00		\$13.50	\$256.50		\$10.00	\$190.00		\$32.00	\$608.00	
Concrete Sidewalk Removal				241.00	SF		\$8.00	\$1,928.00		\$4.00	\$964.00		\$10.00	\$2,410.00		\$13.00	\$3,133.00	
5' Concrete Sidewalk				325.00	SF		\$30.00	\$9,750.00		\$15.00	\$4,875.00		\$12.00	\$3,900.00		\$25.00	\$8,125.00	
Incidental Stone Base				25.00	TNS		\$50.00	\$1,250.00		\$60.00	\$1,500.00		\$75.00	\$1,875.00		\$55.00	\$1,375.00	
4' Chain Link Fence				120.00	LF		\$50.00	\$6,000.00		\$28.50	\$3,420.00		\$60.00	\$7,200.00		\$40.00	\$4,800.00	
6' Wooden Privacy Fence				75.00	LF		\$75.00	\$5,625.00		\$58.00	\$4,350.00		\$60.00	\$4,500.00		\$68.00	\$5,100.00	
Temporary Grassing (Seed & Mulch)				5000.00	SF		\$0.30	\$1,500.00		\$0.25	\$1,250.00		\$1.00	\$5,000.00		\$0.42	\$2,100.00	
Permanent Grassing (Seed & Mulch)				10000.00	SF		\$0.40	\$4,000.00		\$0.25	\$2,500.00		\$1.00	\$10,000.00		\$0.53	\$5,300.00	
NAG SC-150 Erosion Control Netting				10000.00	SF		\$1.00	\$10,000.00		\$0.50	\$5,000.00		\$0.75	\$7,500.00		\$1.05	\$10,500.00	
Silt Fence (Installed and Maintained)				2000.00	LF		\$5.00	\$10,000.00		\$4.00	\$8,000.00		\$4.50	\$9,000.00		\$5.80	\$11,600.00	
Traffic Control				1.00	LS		\$30,000.00	\$30,000.00		\$75,000.00	\$71,500.00		\$71,500.00	\$146,000.00		\$115,000.00	\$115,000.00	
Contingency				1.00	LS		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00	
Total								\$1,151,038.00			\$1,178,835.50			\$1,471,975.00			\$1,500,245.00	\$1,666,810.00

MEMORANDUM

Date: April 29, 2025


To: Jonathan Newton, Town Manager

Thru:

From: Kristin Boone, Director of Finance

Subject: Motion to award a contract to Ed Wallace Construction, Inc. for the Dallas/Stanley Sewer Pump Station Forcemain Replacement. The RFP's were open at 3:00 PM on February 28, 2025. Four bids were opened with the following costs: \$1,666,810, \$1,500,245.00, \$1,471,975 & \$1,178,835.50 with the engineering estimate to be \$1,151,038. Ed Wallace Construction Inc were the lowest, responsible, responsive bidder at \$1,178,835.50. This contract will cover the work for the force main replacement. The Town has received grant funding for this project.

Recommendations: We recommend that the Town Board award the contract to Ed Wallace Construction Inc in the amount of \$1,178,835.50.



Kristin Boone, Finance Director

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Ordinance for Surplus Sale

AGENDA ITEM NO. 7A

MEETING DATE: 5/13/2025

BACKGROUND INFORMATION:

At the April Worksession, it was asked to bring back some examples of items to be sold. As mentioned, there are only a few items currently; however there will be more as Public Works is currently cleaning up around the facility. Items in bulk like, fire hydrants, water meter parts, etc, that are old and outdated are items in which the Town would surplus.

Currently, we have a generator, utility truck and a trailer to be sold. The utility truck, would more than likely go onto Gov Deals, as the plan would be to keep vehicles listed on there instead of surplus sale. The Generator's FMV would be between \$5,000 to \$6,000, Utility Truck around \$10,000 to \$16,000 and the utility trailer would be relatively small. Again, pricing would be based on FMV looking at other places online, gov deals, etc to find similar prices for said items.

Lastly, to mention, this isn't something new. Governments all over the state have this policy in place. It was created to give local governments more leisure to get rid of surplus property instead of piling years and years of personal property on town facilities.

Article 12 of NC General Stat. Chapter 160A allows for different methods of sales for surplus items. One being an ordinance to authorize a designee to be able surplus and personal property owned by the Town of Dallas as long as:

- 1.The item of group of items has a fair market value of less than thirty thousand dollars (\$30,000)
 - 2.The property is no longer necessary for the conduct of public business; and
 - 3.Sound property management principles and financial considerations indicate that the interest of the Town of Dallas would best be served by disposing of the property.
- Staff would like to recommend to the board to approval and adoption of this ordinance for the surplus of personal property.

MANAGER RECOMMENDATION: Approve ordinance for the surplus personal property.

BOARD ACTION TAKEN:

AN ORDINANCE PRESCRIBING PROCEDURES FOR DISPOSING OF PERSONAL PROPERTY VALUED AT LESS THAN \$30,000¹

BE IT ORDAINED by the Board of Aldermen of the Town of Dallas:

Section 1. The Town Manager is hereby authorized to dispose of any surplus personal property owned by the Town of Dallas, whenever he or she determines, in his or her discretion, that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of the Town of Dallas would best be served by disposing of the property.

Section 2. The Town Manager may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of N.C. Gen. Stat. Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

Section 3. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the Town of Dallas if greater value may be obtained in that manner, and the Town Manager is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Town Manager may retain the property, obtain any reasonably available salvage value, or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the Board of Aldermen

Section 4. The Town Manager shall keep a record of all property sold under authority of this Ordinance and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

¹

Section 5. This Ordinance is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

Section 6. This Ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 20____.

Mayor Hayley Beaty

ATTEST:

Lindsey Tysinger, Town Clerk

Approved as to Form:

J. Thomas Hunn, Town Attorney

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Planning Board Seat

AGENDA ITEM NO. 8A

MEETING DATE: 5/13/2025

BACKGROUND INFORMATION:

The Planning Board currently has one vacant seat. Following discussions at the Planning Board Meeting on April 17th, both the Planning Board and Staff recommend that the current alternate #1, William Hairston, be appointed to fill this vacancy. Mr. Hairston has proven to be an active and valuable member of the Planning Board since his appointment as an alternate in July 2024.

Mr. Hairston's current term expires in July 2027.

The appointment will result in both alternate seats remaining vacant, which we aim to fill in the near future.

MANAGER RECOMMENDATION: Approve the appointment of Mr. William Hairston from the alternate #1 position to the vacant Planning Board seat, as proposed.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Resolution to Accept Funding for SL 2023-124

AGENDA ITEM NO. 8B

MEETING DATE: 5/13/2025

BACKGROUND INFORMATION:

To go along with the budget amendment for the Capital Project Fund, due to the bids coming in higher than expected, the Town had to submit a revision for funding for the SL 2023-134 WS Appropriations Grant. As with most grants, the Town Board will need to accept a resolution for the funding offer of \$1,239,451.

MANAGER RECOMMENDATION: Approve and adopt the resolution of the revised SL 2023-134 WS Grant

BOARD ACTION TAKEN:

**RESOLUTION ACCEPTING THE 2023 APPROPRIATIONS ACT DIRECTED
PROJECTS GRANT**

WHEREAS, the Town of Dallas has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$1,239,451 to perform work detailed in the submitted 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 Town of Dallas does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$1,239,451.

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 Jonathan Newton, 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 this 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 13th day of May 2025.

Hayley Beaty, Mayor

ATTEST:

Lindsey Tysinger, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment WS Appropriation Project

AGENDA ITEM NO. 8C

MEETING DATE: 5/13/2025

BACKGROUND INFORMATION:

In June of 2024, staff created four Grant Project Ordinances for Fiscal Year 2023- 2024. Due to the bids coming in higher for the WS Appropriation grant of \$2,000,000 for the Force Main, an amendment is needed to proceed with project.

The lowest bid was \$1,178,835.50 with an additional \$60,615.50 for Diamond Engineering for a total of \$1,239,451.

Original Project Ordinance was for \$840,800, an amendment is attached for an additional \$398,651. All of which are covered under a SL2023-134 Appropriations Grant.

N.C.G.S. §159-13.2 "Grant project" means a project financed in whole or in part by revenues received from the federal and/or State government or other grant or settlement funds for operating or capital purposes as defined by the grant contract.

MANAGER RECOMMENDATION: Approve the amendment for the increase in cost for the Capital Project Ordinance for the Force Main

BOARD ACTION TAKEN:

Town of Dallas
Budget Amendment

Date: May 13, 2025

Action: Capital Project Fun

Purpose: To appropriate funds for revised grant funding letter

Number: CP/WS-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
25	3452	0000	Sewer Force Main- Grant Revenue	\$840,800	\$1,239,451	\$398,651
25	8800	4000	Sewer Force Main- Grant	\$840,800	\$1,239,451	\$398,651

Approval Signature
(Town Manager)