

## **MINUTES FOR BOARD OF ALDERMEN MEETING**

**May 13<sup>th</sup>, 2025**

**6:00 PM**

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Brittany Beam, Town Planner; Willie Smith, Electric Director.

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

Mayor Beaty opened with the Invocation led by Alderman Milton and the Pledge of Allegiance to the Flag.

### **Approval of Agenda:**

Alderman Withers made a motion to approve the agenda with addition of Item 8D – Discussion of Power Bills, seconded by Alderman Martin and carried unanimously.

### **Approval of Minutes:**

Alderman Cloninger motioned to approve the minutes from the April 8<sup>th</sup> Meeting Minutes, and the April 22<sup>nd</sup> Special Meeting Minutes, seconded by Alderman Cearley and carried unanimously.

### **Recognition of Citizens:**

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

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

Mike Fields, of 1333 Philadelphia Church Road, first of all, I would like to also thank Dr. Duncan and the Carr School Staff, and all of the educators across the county. I would like to thank Mayor Beaty at the last meeting I mentioned a problem that a Veteran had brought to me, and that he had no help from anyone he reached out to after calling to make a couple suggestions and he did not get his calls returned. I talked to Mayor Beaty and the next morning he got a call. This is greatly appreciated. I would like to comment on the events this past Saturday. There were five events in and around Dallas. A large wedding, the ride in for Bo Rhyne, Confederate Memorial Day, Houston Patterson memorial game at W.C Friday and the first summer concert. All of the agencies involved did an amazing job, I don't think anything was out of place and everything was handled great. With the rain yesterday, there was a tremendous amount of rain that came down and all the storm drains appeared to be clear. The Town employees were doing a great job of keeping things clear and getting trash picked up. It's a great group of people that work for the Town. Fire, Rescue and Police Departments are all outstanding, and in a community like ours that says a lot. And I would like to give a big shout out, I saw the pictures of staff trying to mail out utility bills with all hands-on deck. I know it's a huge problem for people who haven't gotten their utility bills, but its an even bigger problem for you all. We really

appreciate it. I would also like to mention that Memorial Day is two weeks from yesterday. Thank you all.

Curtis Wilson, 438 S. Gaston Street, thanked Alderman Milton for praying over us, and prayed over Town as well.

### **Consent Agenda:**

#### ***Item 5A – 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 5A 1-4)

#### ***Item 5B – 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. (Exhibit 5B 1-4)

#### ***Item 5C – National Public Works Week Proclamation***

Mayor Beaty read the proclamation for National Public Works Week. (Exhibit 5C-1)

#### ***Item 5D – Award Contract for Dallas/Stanley Sewer Force Main Replacement***

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 another 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. (Exhibit 5D 1-2)

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

### **Public Hearings:**

*No Public Hearings*

## **Old Business:**

### ***Item 7A – Ordinance for Surplus Sale***

At the April Work Session, 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 utility trailer would be relatively small. Again, pricing would be based on FMV looking at other places online, gov deal, 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 G.S Chapter 160 A allows for different methods of sales for surplus items. One being an ordinance to authorize a designee to be able to surplus and personal property owned by the Town of Dallas as long as: The item of group of items has FMV of less than \$30,000; The property is no longer necessary for the conduct of public business; and 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. (Exhibit 7A 1-2)

Alderman Cloninger – Questioned if we would bring it to the Board each time we needed to list/sale something.

Town Manager – Stated that can be option A or option B anything under \$30,000 we can sell.

Mayor Beaty – Reinforced to the citizens and Board that they made the decision to hire Mr. Newton as our Town Manager and she trusts in him to use good judgment and make the right decisions regarding matters.

Alderman Cloninger made a motion to approve the Ordinance for Surplus Sale, seconded by Alderman Milton and carried unanimously.

## **New Business:**

### ***Item 8A – Planning Board Seat***

The Planning Board currently has one vacant seat. Following discussions at the Planning Board Meeting on April 17<sup>th</sup>, 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.

Alderman Milton – Asked who left the Planning Board for us to have an open seat, and is the Board allowed to make nominations for Alternates.

Alderman Cloninger – Asked Staff how we advertise for openings for the alternates.

Town Planner – Advised the Board that Thomas Smith resigned from his seat on the Planning Board and no longer is a citizen of Dallas. She also explained that anyone interested or anyone nominated can reach out to her or Mr. Newton with questions or to obtain an application. She also informed the Board that we have advertised for Planning Board seats on the EVM sign at the courthouse as well as on our social media.

Alderman Martin made a motion to approve the appointment of Mr. Hairston from the alternate #1 position to the vacant Planning Board seat, seconded by Alderman Milton.

#### ***Item 8B – Resolution to Accept Funding for SL 2023 – 124***

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 – 124 WS Appropriations Grant. As with most grants, the Town Board will need to accept a resolution for the funding offer of \$1,239,451. (Exhibit 8B-1)

Alderman Martin made a motion to approve and adopt the resolution of the revised SL 2023 – 134 WS Grant, seconded by Alderman Milton and carried unanimously.

#### ***Item 8C – Budget Amendment WS Appropriation Project***

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 the 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. (Exhibit 8C-1)

Town manager presented.

Alderman Cloninger made a motion to approve the amendment for the increase in cost for the Capital Project Ordinance for the Force Main, seconded by Alderman Martin and carried unanimously.

#### ***Item 8D – Discussion of Power Bills***

A discussion was had between Board and Staff regarding the issues with Power Bills not being mailed/received in a timely manner. Citizens have had concerns and complaints regarding this matter. Alderman Milton expressed a solution needs to be found whether it be in house mailing, another company to do outsourced billing. Staff informed the Board that we were informed last Friday evening that the PMSI company we used for billing had went out of business with no

warning. Finance Director, Kristin Boone thanked all staff between Electric Department, Police Department, Code Enforcement, Planning, Public Works Department, Meter Readers, Administration for all the efforts in helping get the bills out on Friday and Monday. It took 18 people to do almost 4,000 bills. Mayor Beaty and Staff discussed the issue, and a decision was made to bring this back to the next work session for discussion of pros and cons on in house billing and outsourcing.

**Mayor's Report:**

Mayor Beaty thanked all of the Staff and explained how proud she is of our Town. She made notice of local business owners cleaning up their properties, as well as recognizing new businesses around the Court Square. Asked if pressure washing sidewalks around the Town and Court Square is something Public Works can work on in different stages. Downtown being the main focus initially.

**Manager's Report:**

Mr. Newton informed the Board that June 13<sup>th</sup> will be the adoption of new budget.

Alderman Cloninger informed attendees that May 16<sup>th</sup>, 2025 is the Parkwood Police Memorial Wreath Laying Ceremony if anyone was interested in participating and even in support of one of our own, Kate Self. He also brought recognition to the Gaston College girls softball team on making it to the World Series in Arizona. The softball team went 59-3 and one of their plays made it on ESPN recognizing Dallas. They are doing a fundraiser for the girls to get there and donations can be made directly to Gaston College in memo of World Series.

Alderman Cloninger made a motion to adjourn, seconded by Alderman Milton and carried unanimously (6:53pm).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

**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

**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

## 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 13<sup>th</sup> day of May, 2025

Attested By:

\_\_\_\_\_  
Hayley Beaty, Mayor

\_\_\_\_\_  
Lindsey Tysinger, Town Clerk

(SEAL)

Town of Dallas

Dallas/Stanley Sewer Pump Station Forcemain Replacement

February 28, 2025

BID TAB

DESCRIPTION	Engineer's Estimate			Ed Wallace		Elite Infrastructure		Group		Dellinger, Inc.		Sanders Utility	
	QTY.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
Mobilization	1.00	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$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	\$26,350.00	\$25,000.00	\$7,750.00	\$8,500.00	\$2,635.00	
Rock Excavation	10.00	CY	\$200.00	\$2,000.00	\$1,000.00	\$10,000.00	\$175.00	\$1,750.00	\$385.00	\$3,850.00	\$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	\$98.00	\$4,900.00	\$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	\$230.00	\$607,890.00	\$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	\$15,000.00	\$13,000.00	\$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	\$395.00	\$33,575.00	\$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	\$4,500.00	\$337,500.00	\$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	\$12.00	\$48,000.00	\$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	\$30,000.00	\$19,000.00	\$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	\$25,000.00	\$39,000.00	\$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	\$88.00	\$3,520.00	\$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	\$8.00	\$600.00	\$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	\$34.00	\$2,550.00	\$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	\$145.00	\$2,175.00	\$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	\$200.00	\$10,000.00	\$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	\$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	\$4.00	\$76.00	\$32.00	\$608.00	
Concrete Sidewalk Removal	241.00	SF	\$8.00	\$1,928.00	\$4.00	\$964.00	\$10.00	\$2,410.00	\$4.00	\$964.00	\$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	\$15.00	\$4,875.00	\$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	\$72.00	\$1,800.00	\$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	\$66.00	\$7,920.00	\$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	\$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	\$0.60	\$3,000.00	\$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	\$0.60	\$6,000.00	\$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	\$2.00	\$20,000.00	\$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	\$7.00	\$14,000.00	\$5.80	\$11,600.00	
Traffic Control	1.00	LS	\$30,000.00	\$30,000.00	\$75,000.00	\$75,000.00	\$71,500.00	\$71,500.00	\$146,000.00	\$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	\$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



**AN ORDINANCE PRESCRIBING PROCEDURES FOR DISPOSING OF PERSONAL PROPERTY VALUED AT LESS THAN \$30,000<sup>1</sup>**

**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.

**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\_\_\_\_.

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Mayor Hayley Beaty

ATTEST:

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Lindsey Tysinger, Town Clerk

Approved as to Form:

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J. Thomas Hunn, Town Attorney

**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 13<sup>th</sup> day of May 2025.

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Hayley Beaty, Mayor

**ATTEST:**

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Lindsey Tysinger, Town Clerk

**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)