

Town of Dallas Planning Board Meeting

Agenda

Thursday, August 16, 2018

To be held at Fire Station Community Room at 7:00 pm

The following agenda is proposed:

1. Call to Order
2. Roll Call of Members Present; Declaring a quorum as present
3. Invocation or Moment of Silence
4. Pledge of Allegiance to the Flag
5. Announcements/Introductions
6. Approval of Agenda with Additions or Deletions
7. Approval of Minutes- July 19, 2018
8. New Business
 - a) Possible Text Amendment: Curb and Gutter requirement added to Zoning Development Standards
 - b) Driveway and Encroachment Agreement- Drafts for Review
9. Upcoming Topics
 - 1) Sign Regulations
 - 2) Gaming Regulations (no current applicants)
 - 3) Commercial Fence Ordinance Updates
 - 4) Board of Adjustment: Variance Request (September)
10. Adjournment

MINUTES

Town of Dallas

PLANNING BOARD

Meeting of July 19, 2018

The meeting was called to order at 7:00 PM by Chairman Curtis Wilson.

The following members were present: Curtis Wilson, Chair, John O' Daly, Eric Clemmer, David Jones, Tim Farris, Alternate Reid Simms, and Alternate Gene Brown

Members absent: Glenn Bratton and John Beaty

Also present: Tiffany Faro, Director of Development Services, Johnny Denton, Town Engineer, and Frank Hough

There was an invocation lead by Chairman Wilson and pledge of allegiance.

Approval of Agenda: A motion by Tim Farris was made and seconded by John O' Daly to approve the agenda for this meeting, with date correction to July 19, 2018, and the motion was adopted unanimously.

Approval of Minutes: A motion by Tim Farris was made and seconded by Reid Simms to approve the minutes with correction for the June meeting.

Old Business:

1) Fences in Commercial Districts

Tiffany started the conversation sharing what our current ordinances say regarding fencing, but that there is currently a gap in regulations for existing businesses that want to install fencing/ screening. Previous discussion suggested that commercial fencing should also be located outside of the ROW. Outdoor storage should be screened (not just motor vehicles). Suggestion was made to revise Lincolnton's ordinance to work for Dallas- including the sight triangles similar to those for campaign signs, broaden 153.060 to include all outdoor storage, and add a commercial fence permit fee (and requirement). A request was made to clarify how height of fencing is determined, and if electric fencing should be allowed.

New Business:

1) Rezoning Application- parcels on W Trade and Walnut

Tiffany summarized the rezoning request, and the desire to rezone the parcels to B3-P. Board asked if this zone may allow some unsavory activity that could impact the neighboring parcels. Zoning is consistent with the Future Land use Plan. A motion by John O'Daly was made and seconded by Tim Farris to recommend the rezoning of the parcels as B3-P, noting the request is consistent with the Town's Future Land Use Plan for "Neighborhood and Community Business" District zoning along West Trade Street; is reasonable; and in the public interest. The motion was approved unanimously.

2) Possible Text Amendment- Sidewalk Requirements

Tiffany presented this topic, noting that sidewalk is not currently required with developments- only when land is being subdivided for the purposes of development. Johnny noted we need to also ensure connectivity between a neighboring property and the development. Tiffany clarified that this would only impact developments requiring site plan reviews, not single family homes. Board discussed if sidewalk requirement should also be required of single family homes. Johnny shared that is a lot to put on a single family home, as contractors for single family homes may not be qualified to meet the Town sidewalk standards, as a commercial license and higher insurance requirements to work within the Town ROW. Johnny cannot think of an instance where sidewalks end mid-block. On a commercial sidewalk installation, Johnny (Town Engineer) is inspecting work to ensure it meets our standards, but that doesn't occur on single-family residential construction. Board noted that the main concern is Town expense and planning for the future of our community, but they do not want to increase the liability to the Town either. A motion by Tim Farris was made to adopt the subdivision requirements of 152.074 (H) as part of the development standards outlined in 153.013(D) 9, and was seconded by David Jones. The Board unanimously approved.

Other Business and Adjournment:

There being no further business Chairman Wilson asked for a motion to adjourn. Mr. Clemmer moved to adjourn. The motion was seconded by Mr. Farris. The motion to adjourn was passed unanimously.

Respectfully Submitted,

Approved:

Tiffany Faro, Development Services Director

Curtis Wilson, Chairman

TOWN OF DALLAS, NORTH CAROLINA

PLANNING BOARD AGENDA ITEM

DESCRIPTION: Possible Text Amendment: Curb and Gutter requirement added to Zoning Development Standards

AGENDA ITEM NO. 8A

MEETING DATE: 8/16/2018

BACKGROUND INFORMATION:

Requirements for the installation of curb and gutter by developers is outlined in our subdivision ordinance differently than our Zoning Development Standards- Subdivision Standards attached. Subdivisions must adhere to all zoning standards, but developments do not need to meet the standards outlined in the subdivision ordinance, so we may want to consider reviewing the text for consistency.

Our current Zoning Development Standards outlines curb and gutter requirements as follows:

153.013 (D) (6) (b) No development may be constructed or maintained so that such development unreasonably impedes the natural flow of water from higher adjacent properties across such development, thereby unreasonably causing considerable damage to such higher adjacent properties; concrete curb or curb and gutter is required to adequately direct and control storm water in all parking lots.

153.013 (D) (7) *Streets, curb and gutter, street lights.* The proposed location and design of streets, curbs and gutters, and street lights, as required by this Code, shall be included on the site plan(s).

153.014 (E)4(b) 2. Concrete curb or curb and gutter is required to adequately direct and control storm water in all parking lots.

Questions:

1. Does the Board want to include clarification to the Zoning requirements for curb and gutter to be consistent with the Subdivision requirements?

BOARD ACTION TAKEN:

NEXT STEPS:

§ 152.074 DEVELOPMENT STANDARDS.

E (5) Curbs , gutters and storms.

(a) Combination vertical curbs and gutters or “valley type” curb and gutter shall be installed in accordance with town specifications in all subdivisions, except as follows:

1. If the proposed subdivision is off a private unpaved road which accesses no greater than three lots as allowed in division (A)(2) above, sewer and gutter on any portion of the road shall not be required;

2. If the subdivision fronts an existing street, the abutting portion of which does not contain curb and gutter, curb and gutter on the street may be waived by the Planning Board or Town Board of Aldermen. If abutting portions of the street, however, do contain curb and gutter, the waiver shall not be allowed; and

3. If a residential subdivision is located in the Watershed Protected Area, curb and gutters, are optional. The Watershed-IV Protected Area is shown on the official zoning map adopted by the Town Board of Aldermen, designating all areas located within this watershed.

(b) The diagrams below shall serve to illustrate curb and gutter requirements

F (10) Wheelchair ramps.

In accordance with G.S. § 136-44.14, all street curbs in the state being constructed or reconstructed for maintenance procedures, traffic operations, repairs, correction of utilities or altered for any reason after September 1, 1973, shall provide wheelchair ramps for the physically disabled at all intersections where both curb and gutter and sidewalks are provided and at other major points of pedestrian flow.

§ 152.077 OTHER REQUIREMENTS.

(C) Defects guarantees.

(1) The subdivider shall require the contractors constructing streets, curbs , gutters, sidewalks, drainage facilities and water or sewer lines to give bond guaranteeing the work against defects for a period of one year from the date of acceptance of the construction.

TOWN OF DALLAS, NORTH CAROLINA

PLANNING BOARD AGENDA ITEM

DESCRIPTION: Driveway and Encroachment Agreement- Drafts for Review

AGENDA ITEM NO. 8B

MEETING DATE: 8/16/2018

BACKGROUND INFORMATION:

The Town does not currently have driveway standards incorporated into our ordinances, or any specific requirements for residents looking to install a new driveway.

We also discussed at the last meeting that there was interest in providing homeowners that may want to encroach on Town ROW with an application that could be reviewed on a case by case basis, ie. For fencing in the front yard.

Johnny Denton has provided copies of the NCDOT Street and Driveway Permit Application as well as the NCDOT Right of Way Encroachment Agreement, for Town review and consideration as a draft for our own permitting processes and standards.

Questions:

1. Are there any portions of these examples that should be deleted? Any portions that should be included with no changes?
2. Do you have any conditions you would like to see added that have not been mentioned in these documents?

BOARD ACTION TAKEN:

NEXT STEPS:

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Driveway Permit No.	Date of Application 5-29-2018	
County:	Gaston	
Development Name: Grace Animal Hospital		

LOCATION OF PROPERTY:

Route/Road: Union Road (NC 274)

Exact Distance 1750 Miles Feet N S E W

From the Intersection of Route No. NC 274 and Route No. SR 2400 Toward SR 1255

Property Will Be Used For: Residential /Subdivision Commercial Educational Facilities TND Emergency Services Other

Property: is is not within City of Gastonia City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	_____	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	_____	ADDRESS	_____
	Phone No. _____		_____

AUTHORIZED AGENT		WITNESS	
COMPANY	_____	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	_____	ADDRESS	_____
	Phone No. _____		_____

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

SIGNATURE

DATE

INSPECTION BY NCDOT

SIGNATURE

TITLE

DATE

COMMENTS:

ROUTE NC 274 PROJECT Grace Animal Hospital COUNTY OF Gaston STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR CURB AND GUTTER, PAVEMENT WIDENING AND STORM DRAINAGE

-AND-

Grace Animal Hospital

2865 Union Road, Gastonia, NC 28054

THIS AGREEMENT, made and entered into this the 29 day of 5, 20 18, by and between the Department of Transportation, party of the first part; and Grace Animal Hospital party of the second part, 2865 Union Road, Gastonia, NC 28054

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) NC 274, located 1700' North of the Intersection NC 274 and SR 2400

with the construction and/or erection of: 104.14' OF 18" 0.25" Thick Steel Casing Pipe Installed By Dry Bore & Jack to Convay Storm Water From Storm Water Sand Filter Pond / Detention Pond.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

RW (161B) : Party of the Second Part certifies that this agreement is true and accurate copy of the form RW (161B) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
Asst. Manager of Right of Way

ATTEST OR WITNESS: _____

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.