

## MINUTES FOR BOARD OF ALDERMEN MEETING

January 9, 2024

6:30 PM

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

The following Staff members were present: Maria Stroupe, Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Tom Hunn, Town Attorney; Lindsey Tysinger, Planner; David Lingafelt, Code Enforcement; Paul Gibson, Electric Supervisor; Zack Foreman, Assistant Public Works Director, and Lisa Harris, Billing Manager.

Mayor Beaty called the meeting to order at 6:42pm and thanked all of the employees that worked out in the severe weather earlier that day.

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 additions, seconded by Alderman Cloninger and carried unanimously.

### **Approval of Minutes:**

Alderman Martin motioned to approve the minutes from the December 12th regular meeting with two corrections, seconded by Alderman Cloninger and it was carried unanimously.

### **Recognition of Citizens:**

The Mayor opened the floor to the Recognition of Citizens.

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

Mike Fields of 1333 Philadelphia Church Road congratulated and welcomed Mayor Beaty and Alderman Cloninger to the Board. Mr. Fields mentioned that Town Staff, Police, and Fire need to be appreciated more.

**Consent Agenda:***Item 5A Budget Amendment- To Accept and Appropriate Donation From Never Forget 911 Foundation for K-9 Supplies*

Dallas has received a donation from the Never Forget 911 Foundation in the amount of \$3,270 toward supplies to support the Town's Police K-9 Unit. Attached is a budget amendment accepting that donation and appropriating the funds (Exhibit 5A-1).

Alderman Martin made a motion to approve the consent agenda, seconded by Alderman Cloninger and carried unanimously.

**Public Hearings:**

No Public Hearings at this time.

**Old Business:***Item 7A Election of Mayor Pro Tempore*

This item was tabled at the December 12, 2023 meeting.

Based on N.C.G.S. §160A-70, "At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council.". The organizational meeting, according to §160A-68 can be at any date and time decided by the council as long as it is "not later than the date and time of the first regular meeting of the council in December after the results of the municipal election have been certified". In Dallas, the organizational meeting is held at the regular December Board of Alderman meeting. Currently, Alderman Jerry Cearley is serving as mayor pro tempore. Alderman Cearley may be re-elected to serve in this capacity, if he is willing; or another Board member may be elected (Exhibit 7A-1).

Alderman Cloninger made a motion to elect Alderman Martin as Mayor Pro Tempore, seconded by Alderman Withers and carried unanimously.

*Item 7B Shepherd's Way Annexation*

This item was tabled at the November 14, 2023 meeting.

Spencer McNab of BGE, Inc., along with Adam Morman of Smith Douglas Homes, on behalf of Gaston Area Lutheran Fund, Inc., property owner, submitted a voluntary annexation petition on 6/12/2023. The petition was for voluntary contiguous annexation of a portion of Gaston County Parcel #214259 into the Town of Dallas in order to develop the entire property for single family residential. This application was submitted along with rezoning petition Z-2023-02 requesting the Residential R-5 Zoning District. The entire 18.61-acre parcel is highlighted for new residential development in the 2030 Future Land Use Plan. Staff was directed to investigate the

sufficiency of the petition to determine if it meets the standards of 160A-31 at the Board of Aldermen Regular Meeting on July 11, 2023. The petition has been deemed sufficient and the Board of Aldermen shall set a public hearing for the annexation of the property, per NCGS §160A-31(c). A rezoning public hearing for the subject property would occur after the property has been annexed. Supporting documentation, including the Certificate of Sufficiency, is attached (Exhibit 7B, 1-14).

Alderman Cloninger made a motion to set a public hearing for the February 13<sup>th</sup> Board meeting, seconded by Alderman Cearley and carried unanimously.

**New Business:**

*Item 8A Re-appointment of Glenn Bratton to Planning Board/Board of Adjustment*

Planning Board Member Glenn Bratton's term on the Planning Board has expired. Mr. Bratton is interested in continuing in this role for the Town of Dallas. He has requested to be re-appointed to the Planning Board/Board of Adjustment for another three-year term. Mr. Bratton has been an engaged member of the Planning Board and Board of Adjustment. Staff is recommending that Mr. Bratton be re-appointed to the Planning Board/Board of Adjustment.

Alderman Withers made a motion to approve the re-appointment, seconded by Alderman Cearley and carried unanimously.

*Item 8B Re-appointment of Reid Simms to Planning Board/Board of Adjustment*

Planning Board Member Reid Simms' term on the Planning Board has expired. Mr. Simms is interested in continuing in this role for the Town of Dallas. He has requested to be re-appointed to the Planning Board/Board of Adjustment for another three-year term. Mr. Simms has been an engaged member of the Planning Board and Board of Adjustment. Staff is recommending that Mr. Simms be re-appointed to the Planning Board/Board of Adjustment.

Alderman Cearley made a motion to approve the re-appointment, seconded by Alderman Withers and carried unanimously.

*Item 8C ARPA Funds Grant Project Ordinance*

As per US Treasury guidance, the American Rescue Plan Act (ARPA) Grant Project Ordinance must be amended as funds are obligated or expended to reflect those obligations. The funds have been expended and we can now close out the Grant Project Ordinance. Following is the Amended Grant Project Ordinance reflecting the transfer of funds to the General Fund for salary supplanting, as per the original grant project ordinance (Exhibit 8C, 1-2).

Alderman Cloninger made a motion to approve the ordinance, seconded by Alderman Martin and carried unanimously.

*Item 8D Vote to Appoint Ben Blackburn as Interim Town Manager*

The Board held a special meeting before the regular meeting on January 9<sup>th</sup> to discuss appointing an interim town manager. The Board and Staff met with Ben Blackburn to discuss him serving as interim.

Alderman Martin made a motion to hire Ben Blackburn as a part-time interim for the Town of Dallas, seconded by Alderman Cearley and carried unanimously.

**Manager Report:**

The Town Manager handed out packets of information that was requested by Alderman Cloninger during the December meeting. See attachment included (Exhibit A, 1-43).

Alderman Martin made a motion to adjourn, seconded by Alderman Cearley and carried unanimously (7:43).

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Hayley Beaty, Mayor

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Sarah Ballard, Town Clerk

Town of Dallas  
Budget Amendment

EXHIBIT 5A-1

Date: January 9, 2024

Action: General Fund Amendment

Purpose: To Accept and Appropriate Never forget 911 Foundation Donation

Number: PD-003

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3500	0000	Miscellaneous	\$8,500	\$11,770	\$3,270
10	5100	3315	K9 Supplies	\$12,950	\$16,220	\$3,270

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Approval Signature  
(Town Manager)

**§ 160A-70. Mayor pro tempore; disability of mayor.**

At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council. A councilman serving as mayor pro tempore shall be entitled to vote on all matters and shall be considered a councilman for all purposes, including the determination of whether a quorum is present. During the absence of the mayor, the council may confer upon the mayor pro tempore any of the powers and duties of the mayor. If the mayor should become physically or mentally incapable of performing the duties of his office, the council may by unanimous vote declare that he is incapacitated and confer any of his powers and duties on the mayor pro tempore. Upon the mayor's declaration that he is no longer incapacitated, and with the concurrence of a majority of the council, the mayor shall resume the exercise of his powers and duties. In the event both the mayor and the mayor pro tempore are absent from a meeting, the council may elect from its members a temporary chairman to preside in such absence. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 4.)

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: \_\_\_\_\_

Contiguous

Non-Contiguous

DATE: \_\_\_\_\_

FEE: \$550.00

Current Property Use: Vacant / Wooded Requested Zoning: R-5

Planned Property Use: Single-Family Residential

**To the Board of Aldermen of the Town of Dallas:**

We, the undersigned owners of real property, respectfully request that the area described as

0 Shepherds Way Drive, DALLAS, NC 28034, further identified as a portion of parcel ID #s 214259 and 214260, be annexed to the Town of Dallas.

**Print owner name(s) and information:**

**Gaston Area Lutheran Fund, Inc**

Name Representative: Graham Bell Phone 704-922-8124

Address 916 S. Marietta St. Gastonia, NC 28054

Name \_\_\_\_\_ Phone \_\_\_\_\_

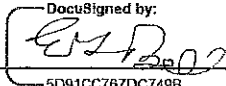
Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$550 Fee

Owner's Signature:  Date: 7/26/2023  
DocuSigned by: 5D91CC767DC749B...

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

August 30, 2023

Town of Dallas Development Services  
210 N. Holland St  
Dallas, NC 28034-1625

RE: Shepherds Way Subdivision  
0 Shepherds Way Drive  
PID #s 214259, 212567, 214260

Dear Town of Dallas Development Services,

I George Rhyne representative of Gaston Area Lutheran Foundation Inc. (Property owners of parcel #s 214259, 212567, and 214260), would like to submit this letter as permission for Smith Douglas Homes (dba; SDH Charlotte, LLC) to submit the above referenced project for annexation, rezoning, subdivision, and land disturbance on our behalf as Petitioner / Representative to the Town of Dallas, NCDOT, and NCDEQ.

Sincerely,

DocuSigned by:

*George Rhyne*

E304E3FEA49F4D4  
Representative, Gaston Area Lutheran Foundation, Inc.

Name: George Rhyne

Date: 8/30/2023







Doc ID: 011095370004 Type: CRP  
Recorded: 05/03/2008 at 04:20:14 PM  
Fee Amt: \$692.00 Page 1 of 4  
Excise Tax: \$669.00  
Instr# 200600080797  
Gaston, NC  
Susan S. Lockridge Register of Deeds  
BK 4218 PG 2058-2061

RECORDING FEE 2300  
EXCISE TAX PAID 669.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: 669.00

Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee @ 435 Collier Street, Gastonia, NC 28053

This instrument was prepared by: Richard D. Laws

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 27th day of April, 2006, by and between

GRANTOR  
Hope Lutheran School, Inc.

GRANTEE  
Gaston Area Lutheran Foundation, Inc.

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_, Dallas Township, Gaston County, North Carolina and more particularly described as follows:

see attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3396 page 323

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_

## EXHIBIT A

BEGINNING at an iron at the western terminus of the northern margin of Gaston Way, and running thence South 36-00-00 East 31.57 feet to a point in the center line of a 60-foot easement described in Book 4128 at Page 1995; and running thence with the northern line of the property conveyed to Hospice of Gaston County, Inc., by deed recorded in Book 4128 at Page 1979, Gaston County Registry, South 76-31-32 West 1,350.09 feet to a point in the eastern line of W. Summey as described in Book 1946 at Page 708; thence North 01-53-07 West 516.00 feet to an iron; thence South 88-38-45 West 311.10 feet to a poplar tree, corner with the property of P. Summey (Book 1388 at Page 98); thence with P. Summey's line North 09-50-21 West 366.80 feet to an iron in the line of G. F. Summey (Book 11 at Page 287); thence with the line of G. F. Summey, North 73-10-21 East 1,113.68 feet to an iron, corner with the property of B. Kinley as described in Book 388 at Page 249; thence South 36-00-00 East 1,053.18 feet to the point and place of Beginning, and containing 26.76 acres, more or less. The foregoing description is taken from plat of survey made by David W. Dickson, Registered Surveyor, dated February 21, 1996, and is the northern portion of that property conveyed to Hope Lutheran School, Inc., by deed recorded in Book 3396 at Page 323, Gaston County Registry.

This conveyance is subject to an easement for ingress, egress and regress to Gaston Way as described in instrument recorded in Book 4128 at Page 1995, Gaston County Registry.

By the execution of this deed, the Grantor certifies that it has complied with all provisions of that certain Agreement recorded in Book 4128 at Page 1983, Gaston County Registry, and is authorized to make this conveyance.

## EXHIBIT B

This property is conveyed subject to the following conditions:

- (1) In the event that Gaston Area Lutheran Foundation, Inc., determines that it is willing to sell, exchange, assign, transfer or otherwise alienate all or any portion of the property to a buyer who intends to use the Property for any purpose other than religious, church or worship activities or by a church affiliated agency in accordance with the terms of a bona fide written offer made to or by Gaston Area Lutheran Foundation, Inc., or Hope Lutheran School, Inc., then Gaston Area Lutheran Foundation, Inc., shall provide Hospice of Gaston County, Inc., with a complete and legible copy of such offer within ten (10) business days of Gaston Area Lutheran Foundation, Inc.'s making or receipt of same. Upon delivering written notice by Gaston Area Lutheran Foundation, Inc., to Hospice of Gaston County, Inc., within a period of thirty (30) days thereafter, Hospice of Gaston County, Inc., shall have the right to acquire from Gaston Area Lutheran Foundation, Inc., the Property (or applicable portion thereof) on the exact material, terms and conditions (including the price and/or other consideration and including the property description) set forth in such bona fide offer. Failure of Hospice of Gaston County, Inc., to exercise its Right of First Refusal within thirty (30) days after receiving such bona fide written offer from Gaston Area Lutheran Foundation, Inc., shall waive such Right of First Refusal, and Gaston Area Lutheran Foundation, Inc., shall be free to convey the Property to said bona fide offeror on the exact material terms and conditions of said offer.
- (2) Gaston Area Lutheran Foundation, Inc., by the acceptance of this deed, grants to Hope Lutheran School, Inc., the right, at any time within three (3) years following the date of this deed, to repurchase up to six (6) acres of the above described property at the same price per acre as was conveyed herein by this deed; PROVIDED THAT, Gaston Area Lutheran Foundation, Inc., shall determine, in its sole discretion, the location of such tract (up to six acres) within the above described property, and the said tract to be reconveyed to Hope Lutheran School, Inc., shall be one contiguous parcel.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

- Rights set out in Exhibit B attached hereto.
- Easements, restrictions and rights of way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

HOPE LUTHERAN SCHOOL, INC. (SEAL)  
(Entity Name)

By: George H. Rogers, Sr. (SEAL)  
 Title: Chairman  
 George H. Rogers, Sr., Chairman of the Board (SEAL)  
 By: \_\_\_\_\_ (SEAL)  
 Title: \_\_\_\_\_ (SEAL)  
 By: \_\_\_\_\_ (SEAL)  
 Title: \_\_\_\_\_ (SEAL)

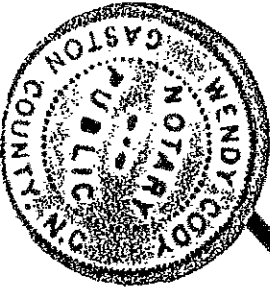
USE BLACK INK ONLY

SEAL-STAMP

State of North Carolina - County of \_\_\_\_\_  
 I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 My Commission Expires: \_\_\_\_\_  
 Notary Public

SEAL-STAMP

State of North Carolina - County of \_\_\_\_\_  
 I, the undersigned Notary Public of the County and State aforesaid, certify that George H. Rogers, Sr. personally came before me this day and acknowledged that he is the Chairman of Board of Hope Lutheran School, Inc. a North Carolina \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership/sole proprietorship (as applicable), and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 2<sup>nd</sup> day of April, 2008.  
 My Commission Expires: 2-2-08  
 Notary Public



SEAL-STAMP

State of North Carolina - County of \_\_\_\_\_  
 I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
 Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 My Commission Expires: \_\_\_\_\_  
 Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct.  
 This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.  
 \_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County  
 By: \_\_\_\_\_ Deputy/Assistant - Register of Deeds

## LEGAL DESCRIPTION

## TRACT 1

ALL THAT REAL PROPERTY LYING IN THE COUNTY OF GASTON, ALL IN THE TOWNSHIP OF DALLAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NGS MONUMENT GAS 5 (PID FA1495) HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 579,951.27 FEET, E= 1,345,922.28 FEET;

THENCE N 73° 46' 57" W, A GROUND DISTANCE OF 1,469.44 FEET (GRID DISTANCE OF 1,469.21 FEET, COMBINED GRID FACTOR = 0.99984337) TO A SET #5 REBAR WITH CAP, AT THE NORTHEASTERLY CORNER OF THE LANDS OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), HAVING A LOCAL GROUND COORDINATE OF N = 580,361.664 FEET AND E = 1,344,511.308 FEET;

THENCE N 35° 49' 03" W, A DISTANCE OF 31.20 FEET, TO AN EXISTING #4 REBAR;

THENCE N 32° 55' 37" W, A DISTANCE OF 1.14 FEET, TO AN EXISTING #4 REBAR AT THE SOUTHWEST CORNER OF THE LANDS OF UNNIKISHNAN P. VASUDEVANNAIR (DEED BOOK 5051, PAGE 2267, BEING LOT 17 OF PLAT BOOK 27 PAGE 50, GASTON COUNTY REGISTRY);

THENCE N 35° 50' 33" W, AND WITH THE WEST LINE OF THE LANDS OF UNNIKISHNAN P. VASUDEVANNAIR, A DISTANCE OF 152.10 FEET, TO AN EXISTING NAIL AT BASE OF AN EXISTING 1 INCH BENT PIPE, AT THE SOUTHWESTERLY CORNER OF THE LANDS OF LANNY NEIL SMITH (DEED BOOK 525 PAGE 2412, GASTON COUNTY REGISTRY);

THENCE N 35° 44' 21" W, AND WITH THE WESTERLY LINE OF THE LANDS OF LANNY NEIL SMITH, A DISTANCE OF 99.69 FEET, TO AN EXISTING 1 INCH BENT IRON PIPE;

THENCE N 35° 42' 33" W, AND CONTINUING WITH THE WESTERLY LINE OF THE LANDS OF LANNY NEIL SMITH, A DISTANCE OF 99.90 FEET, TO A SET NAIL AT THE BASE OF AN EXISTING 1/2 INCH BENT IRON PIPE, AT THE SOUTHWESTERLY CORNER OF THE LANDS OF ROBERT M. HOLLAND (DEED BOOK 2289 PAGE 109, GASTON COUNTY REGISTRY);

THENCE N 35° 46' 14" W, WITH THE WESTERLY LINE OF THE LANDS OF ROBERT M. HOLLAND (DEED BOOK 2289 PAGE 109, AND THE LANDS OF GREGORY PUETT DEED BOOK 5384 PAGE 888 BOTH OF GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT **194.99 FEET**, AND CONTINUING **ANOTHER 5.00 FEET** TO A COMPUTED POINT INSIDE A TREE, AND CONTINUING **ANOTHER 7.00 FEET** TO A SET #5 REBAR WITH CAP AND CONTINUING **ANOTHER 192.99 FEET** FOR A **TOTAL DISTANCE OF 399.98**

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FEET, TO AN EXISTING AXLE, SAID EXISTING AXLE BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 35° 45' 35" W, AND WITH THE WESTERLY LINE OF LOT 5, PLAT BOOK 5 PAGE 92 GASTON COUNTY REGISTRY, PASSING A SET #5 REBAR WITH CAP AT **18.35 FEET**, AND CONTINUING **ANOTHER 63.53 FEET** TO A SET #5 REBAR WITH CAP, AND CONTINUING **ANOTHER 18.35 FEET**, FOR A **TOTAL DISTANCE OF 100.23 FEET** TO A 1 INCH PINCHED IRON PIPE WITH WITNESS POST AT THE SOUTHWESTERLY CORNER OF THE LANDS OF SAMMEY CREEK DALLAS, LLC (DEED BOOK 5388 PAGE 1904, PLAT BOOK 99 PAGE 5);

THENCE N 73° 27' 08" E, WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC (DEED BOOK 5388 PAGE 1904 PLAT BOOK 99 PAGE 5), A DISTANCE OF 294.81 TO AN EXISTING 3/4 INCH IRON ROD;

THENCE N 73° 27' 08" E, AND CONTINUING WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC., A DISTANCE OF 198.12 FEET TO AN EXISTING 1-1/2 INCH IRON PIPE;

THENCE N 73° 24' 09" E, AND CONTINUING WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS, LLC., A DISTANCE OF 393.25 FEET, TO A SET NAIL AT THE BASE OF AN EXISTING BENT #4 REBAR IN THE WESTERLY LINE OF DALLAS-HIGH SHOALS HIGHWAY (NC HIGHWAY #155) AS SHOWN IN PLAT BOOK 74 PAGES 58-59 GASTON COUNTY REGISTRY;

THENCE S 35° 39' 36" E, AND WITH THE WESTERLY LINE OF DALLAS-HIGH SHOALS HIGHWAY (NC HIGHWAY #155), PASSING AN EXISTING CONCRETE MONUMENT AT **18.20 FEET**, AND CONTINUING **ANOTHER 63.44 FEET** TO AN EXISTING CONCRETE MONUMENT, AND CONTINUING **ANOTHER 18.24 FEET**, FOR A **TOTAL DISTANCE OF 99.88 FEET**, TO A SET NAIL AT THE BASE OF AN EXISTING BENT #4 REBAR;

THENCE S 72° 46' 53" W, AND WITH THE NORTHERLY LINE OF THE LANDS GREGORY PUETT (DEED BOOK 5384 PAGE 885) OF A DISTANCE OF 148.63 FEET, TO A SET NAIL AT BASE OF EXISTING 1-1/2 INCH BENT IRON PIPE;

THENCE S 73° 32' 24" W, AND WITH THE NORTHERLY LINE OF THE LANDS GREGORY PUETT (DEED BOOK 5384 PAGE 888 GASTON COUNTY REGISTRY), A DISTANCE OF 737.29 FEET TO AN EXISTING AXLE, SAID EXISTING AXLE BEING THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED LOT CONTAINS 1.937 ACRES AND IS SHOWN IN A PLAT TITLED "ALTA/NSPS LAND TITLE LOCATION & BOUNDARY SURVEY OF: GASTON AREA LUTHERAN FOUNDATION, INC. DB 4218 PG 2058, AND DB 4633 PG 377", AND LABELED AS ANNEXATION AREA 1, BY CESI, CESI JOB NUMBER 230364.000



## LEGAL DESCRIPTION

## TRACT 2

ALL THAT REAL PROPERTY LYING IN THE COUNTY OF GASTON, ALL IN THE TOWNSHIP OF DALLAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN EXISTING NGS MONUMENT GAS 5 (PID FA1495) HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 579,951.27 FEET, E= 1,345,922.28 FEET;

THENCE N 73° 46' 57" W, A GROUND DISTANCE OF 1,469.44 FEET (GRID DISTANCE OF 1,469.21 FEET, COMBINED GRID FACTOR = 0.99984337) TO A SET #5 REBAR WITH CAP, AT THE NORTHEASTERLY CORNER OF THE LANDS OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), HAVING A LOCAL GROUND COORDINATE OF N = 580,361.664 FEET AND E = 1,344,511.308 FEET;

THENCE S 76° 45' 12" W, AND WITH THE NORTHERLY LINE OF HOSPICE OF GASTON COUNTY (DEED BOOK 4128, PAGE 1979 GASTON COUNTY REGISTRY), A DISTANCE OF 1,350.06 FEET, TO A SET #5 REBAR WITH CAP, IN THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY);

THENCE N 01° 37' 55" W, AND WITH THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), PASSING AN EXISTING #4 REBAR AT **30.63 FEET**, AND CONTINUING ANOTHER **485.29 FEET**, FOR A **TOTAL DISTANCE OF 515.92 FEET**, TO AN EXISTING #4 REBAR BESIDE A BOLLARD; SAID EXISTING #4 REBAR BESIDE A BOLLARD BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89° 05' 43" W, AND CONTINUING WITH THE LINE OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT A DISTANCE OF **307.10 FEET**, AND CONTINUING ANOTHER **5.00 FEET**, FOR A **TOTAL DISTANCE OF 312.10 FEET**, TO A COMPUTED POINT INSIDE A 25 INCH OAK TREE;

THENCE N 09° 30' 18" W, AND WITH THE LINE OF LGI HOMES-NC LLC (DEED BOOK 5298 PAGE 2157 GASTON COUNTY REGISTRY), PASSING A SET #5 REBAR WITH CAP AT **5.00 FEET**, AND CONTINUE ANOTHER **360.20 FEET**, FOR A **TOTAL DISTANCE OF 365.20 FEET**, TO AN EXISTING 1-1/2 INCH IRON PIPE WITH A CENTER NAIL PLUG, SAID EXISTING 1-1/2 INCH IRON PIPE WITH A CENTER NAIL PLUG BEING N 75° 46' 46" E, AND DISTANT 48.58 FEET FROM AN EXISTING #4 REBAR, AND ALSO BEING S 09° 16' 43" E, AND DISTANT 34.31 FEET FROM A 3/4 INCH IRON ROD;

THENCE N 73° 22' 36" E, AND WITH THE SOUTHERLY LINE OF SAMMEY CREEK DALLAS LLC (DEED BOOK 5388 PAGE 1888 GASTON COUNTY REGISTRY), A DISTANCE OF 350.22 FEET, TO A SET #5 REBAR WITH CAP;

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THENCE S 04° 36' 59" E, AND INTO THE LANDS OF GASTON AREA LUTHERAN FOUNDATION, INC. (DEED BOOK 4633 PAGE 377 GASTON COUNTY REGISTRY), A DISTANCE OF 456.93 FEET, TO AN EXISTING #4 REBAR BESIDE A BOLLARD, SAID EXISTING #4 REBAR BESIDE A BOLLARD BEING THE **TRUE POINT OF BEGINNING;**

THE ABOVE DESCRIBED LOT CONTAINS 3.090 ACRES AND IS SHOWN IN A PLAT TITLED "ALTA/NSPS LAND TITLE LOCATION & BOUNDARY SURVEY OF: GASTON AREA LUTHERAN FOUNDATION, INC. DB 4218 PG 2058, AND DB 4633 PG 377", AND LABELED AS ANNEXATION AREA 2, BY CESI , CESI JOB NUMBER 230364.000

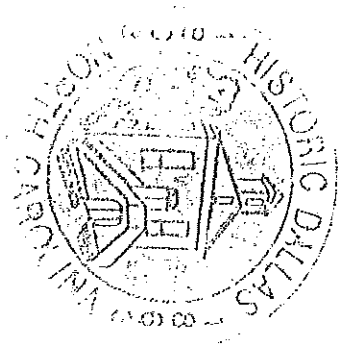
CERTIFICATE OF SUFFICIENCY

To the Board of Aldermen of the Town of Dallas, North Carolina:

I, Sarah Ballard, Town Clerk do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 16 Day of October 2023.

SEAL



Sarah H Ballard  
Town Clerk

Re: Shepherd's Way Annexation- PIDs 214259, 214260

Adjacent Property Owners

GASTON AREA LUTHERAN FND INC  
916 S MARIETTA ST  
GASTONIA, NC 28054

VASUDEVANNAIR UNNIKRISHNAN P  
5807 FALLS RIDGE LN  
CHARLOTTE, NC 28269-5152

HUFFMAN JAMES BENJAMIN  
9021 MEREDITH LEIGH LN  
CHERRYVILLE, NC 28021

HOLLAND ROBERT M  
102 PAULA CIRCLE  
SOUTHPORT, NC 28465-6019

CAMPBELL HARRIETT P LIFE ESTATE  
3551 DALLAS HIGH SHOALS RD  
DALLAS, NC 28034

SMITH LANNY NEIL  
3535 DALLAS HIGH SHOALS HWY  
DALLAS, NC 28034

LGI HOMES NC LLC  
1450 LAKE ROBBINS DRIVE SUITE 430  
THE WOODLANDS, TX 77380

SAMMEY CREEK DALLAS LLC  
1205 AUTUMN RIDGE DRIVE  
WAXHAW, NC 28173

BROOKS JERRY M, BROOKS PAT E  
PO BOX 980  
DALLAS, NC 28034-0980

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**Grant Project Ordinance for the Town of Dallas American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds**

**BE IT ORDAINED** by the Board of Aldermen of the Town of Dallas, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). The Town of Dallas (Town) has received the first tranche in the amount of \$764,395.852. The total allocation is \$1,528,791.64, with the remainder to be distributed to the Town within 12 months of the first tranche. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and pends all its SLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Product Description	Expenditure Category	Cost Object	Appropriation of CSLFRF Funds
PD-01	Police Department Services for period of May 1, 2023 through December 21, 2023	6.1	Salaries	\$942,791.64
	Unassigned			\$0.00
	<b>TOTAL</b>			<b>\$1,528,791.64</b>

**Section 4:** The following revenues are anticipated to be available to complete the project:

<b>ARP/CSLFRF Funds:</b>	\$942,791.64
Transfer to General Fund	\$942,791.64
<b>Total:</b>	<b>\$1,528,791.64</b>



**Section 5:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and Town's Uniform Guidance Allowable Costs and Principles Policy.

**Section 6:** The Finance Officer is hereby directed to report the financial status of the project to the Board of Aldermen on a quarterly basis.

**Section 7:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Town Clerk.

**Section 8:** This grant ordinance expires on December 31, 2026, or when all of the ARP/CSLFRF funds have been obligated and expended by the Town, whichever comes first.

Motion by \_\_\_\_\_ to adopt the Grant Project Ordinance for ARP/CSLFRF funds, seconded by \_\_\_\_\_, and carried by the following vote:

Ayes:

Nays:

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attested: \_\_\_\_\_  
Sarah Hamrick, Town Clerk

**Requested Information 12-12-2023 – Attachments include backup data**

**1. When will the water and wastewater treatment plants reach current capacity? (Exhibit A)**

Water Treatment Plant – The current rated capacity is 1 million gallons per day. Current average usage ranges between 550,000 and 650,000 gallons per day. Based on projections, 80% capacity is expected to be reached by 2027, which would require a need to start designing an expansion.

Wastewater Treatment Plant – The current rated capacity is 600,000 gallons per day with a maximum flow of 1,000 gallons per minute. Dallas is in a contract with Two Rivers/Gastonia to send 150,000 gallons per day of wastewater to them for treatment. Without sending flow to Two Rivers, the plant would be projected to reach capacity in 2029; but by sending flow to Two Rivers, capacity is not expected to be reached until approximately 2045.

**2. Estimated costs to expand the water and wastewater treatment plants to a 30-year capacity. (Exhibit A)**

Water Treatment Plant – Projections are for need of a 4MGD (Million Gallons per Day) in the next 30 years. Current cost projections range from \$20M to \$30M.

Wastewater Treatment Plant – Projections for a 2MGD expansion range from \$25M to \$31M.

**3. Who does Town have current contracts with and what has been paid over past 3 years? (Exhibit B)**

A master list of contractors paid over the past 3 years is included in the backup data under the following categories:

- Operational Services
- Water/Sewer Plant Testing & Services
- Professional Services – Engineering, Auditing, Architect
- Building & Grounds Maintenance
- Equipment Maintenance

**4. What has the State (DOT) told the Town about the traffic lights on Trade St? Chief Walls to bring possible options to address traffic. (Exhibit C) Board would like to set up a meeting with the DOT supervisor.**

I have had several conversations with Mr. Scott Poston, Division Traffic Engineer. Mr. Poston has been in this position for approximately 7 months. His understanding is that changes were made to keep traffic flowing along Trade St., which in the determination of DOT is safer. The Town's safety concerns over speed and access were relayed to him. He is researching the changes and will be submitting possible dates for a meeting with the appropriate DOT personnel.

Chief Walls has included options to address traffic and will discuss.

**5. Current cost projections to renovate 208 N. Holland St. (Exhibit D) and what was paid for the building.**

The Town paid \$66,000 to purchase 208 N. Holland St. Cost projections to renovate the building are \$379,000-\$398,650.

**6. Current Fee Schedule for the Courthouse. (Exhibit E)**

- Courthouse and Grounds - \$1,800 for 12 hours
- Conference Room - \$75 for 2 hours/\$25 for each additional hour during normal business hours or \$200 for 2 hours/\$50 for each additional hour outside of normal business hours
- Gazebo - \$100 for 4 hours
- Rental history: FY2023 - \$3,375; So far FY2024 - \$4,200

**7. Since 2012 how much has Duke Energy raised rates to the Town that have been absorbed? (Exhibit F)**

Information from Duke Energy shows an increase of approximately 14% between 2015 and 2021 in the cost paid per MWh.

According to Richard Knight of Duke Energy, there have not been percentage increases in the rate Dallas is paying. The amount paid is based on a couple of key points:

- Demand Cost - Dallas pays the percentage of demand cost based on the Dallas load divided by the total system load. The Demand Cost is the actual cost of plant in service plus the Return on Equity (currently 11%).
- Energy Cost – The cost of fuel plus variable operating and maintenance expenses. According to Duke there is no “profit” on energy cost and this is a pass-through.

From 2018 – 2020, Dallas absorbed \$744,675 in Coal Ash Recovery costs before passing this cost along to the rate payers.

**8. True-Up History and how the contract is structured. (Exhibit G)**

- 2012 – Received \$236,103.58
- 2013 – Received \$187,221.47
- 2014 – Received \$311,348.60
- 2015 – Received \$876,941.24
- 2016 – Received \$910,702.63
- 2017 – Received \$507,569.05
- 2018 – Received \$301,802.34
- 2019 – Received \$1,086,208.62
- 2020 – Received \$364,301.32
- 2021 – Received \$777,437.36
- 2022 – PAID \$452,571.04



Over that time, Dallas turned those receipts into capital projects and infrastructure without debt: built a new Substation on E. Church St., refurbished the Park Road Substation, re-conducted transmission lines in Town, and put approximately \$1.5M in Capital Reserve.

Mr. Richard Knight is willing to attend a future Work Session to explain in detail the structure of Dallas' contract with Duke Energy.

**9. Is there a way to increase sales tax received from the County? (Exhibit H)**

Pursuant to NCGS §105-472, Counties determine the method by which sales taxes are distributed to the municipalities within the county.

**10. A 1-year history of utilities and property tax paid by restaurants around the Town Square**

Utilities – Utility accounts are not public record, so the amounts listed are the total of all four accounts for calendar year 2023.

- Electric – \$38,645.23
- Water – \$10,850.17
- Sewer – \$6,541.33

Property Taxes for Tax Year 2023

- Sammy's - \$2,935.67
- Country Kitchen - \$1,035.68
- Papa's Pizza - \$924.17
- The Pickle - \$749.87

**11. Food Truck Permits (exhibit I)**

- Single-Event Permit - \$25
- Yearly Permit - \$400

**12. Town's current financial situation. (Exhibit J)**

Unrestricted Fund Balance

- General Fund - \$2,471,700
- Water/Sewer Fund - \$2,942,828
- Electric Fund - \$4,325,798
- Stormwater Fund - \$509,579

Restricted NCCMT Bank Accounts

- Law Enforcement Separation Account - \$238,201.42
- Rate Stabilization (Electric) - \$90,663.99
- Capital Reserve
  - Water/Sewer - \$142,812.34

- Electric - \$1,561,311.63
- Stormwater - \$35,188.70

Obligated Debt (Current Principal Balance/Payoff Date)

- General Fund
  - Fire Station - \$836,574 / April 2033
  - Fire Pumper - \$164,493/ July 2028
  - Trash Truck - \$76,516 / October 2025
  - Tasers - \$1,960 / June 2024
- Water/Sewer Fund
  - Water Line Replacement Project - \$2,114,185 / June 2033
- Electric Fund
  - Bucket Truck - \$67,853 / October 2025

# EXHIBITS



# TOWN OF DALLAS

## Utility System Report

Zackery Foreman  
Assistant Public Works Director  
TOWN OF DALLAS  
[Zforeman@dallasnc.net](mailto:Zforeman@dallasnc.net)  
(704) 648-1964

Bill Trudnak  
Public Works Director  
TOWN OF DALLAS  
[Btrudnak@dallasnc.net](mailto:Btrudnak@dallasnc.net)  
(704) 860-3368

Johnny Denton  
Engineer  
Diamond Engineering  
[johnnydiamond1@hotmail.com](mailto:johnnydiamond1@hotmail.com)  
(704) 913-0899

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# WATER TREATMENT SUMMARY

EXHIBIT A-8

The Town of Dallas WTP facility was constructed in the 1980's. It is rated for one million gallons a day. It is a surface water treatment facility. The source of the water produced comes from a pre-sedimentation basin used to reduce the impact of changes in the river's level.

The pre-sedimentation contains four and a half million gallons of raw water (4.5 MGD). The Water Treatment Facility is on a ten-acre parcel. It is operated by three Full-time Employees and one part-time employee. Currently production is on average a fourteen-hour operation. Our current average production is six hundred and twenty-five thousand gallons a day (0.625 MGD) which is sixty-two-point five percent of capacity (62.5%). There is a ground storage tank on site that holds five hundred thousand gallons (0.500 MGD) of water for distribution to customers. Currently we have two elevated tanks in the system. The tank downtown which is referenced as Church St Tank has a capacity of one hundred thousand gallons of storage (100,000 gallons) and the other tank is located on Dallas-High Shoals Hwy on a side street named Ollie way this tank is our newest tank with a capacity of three hundred thousand gallons (300,000 gallons).

WTP Overview 1



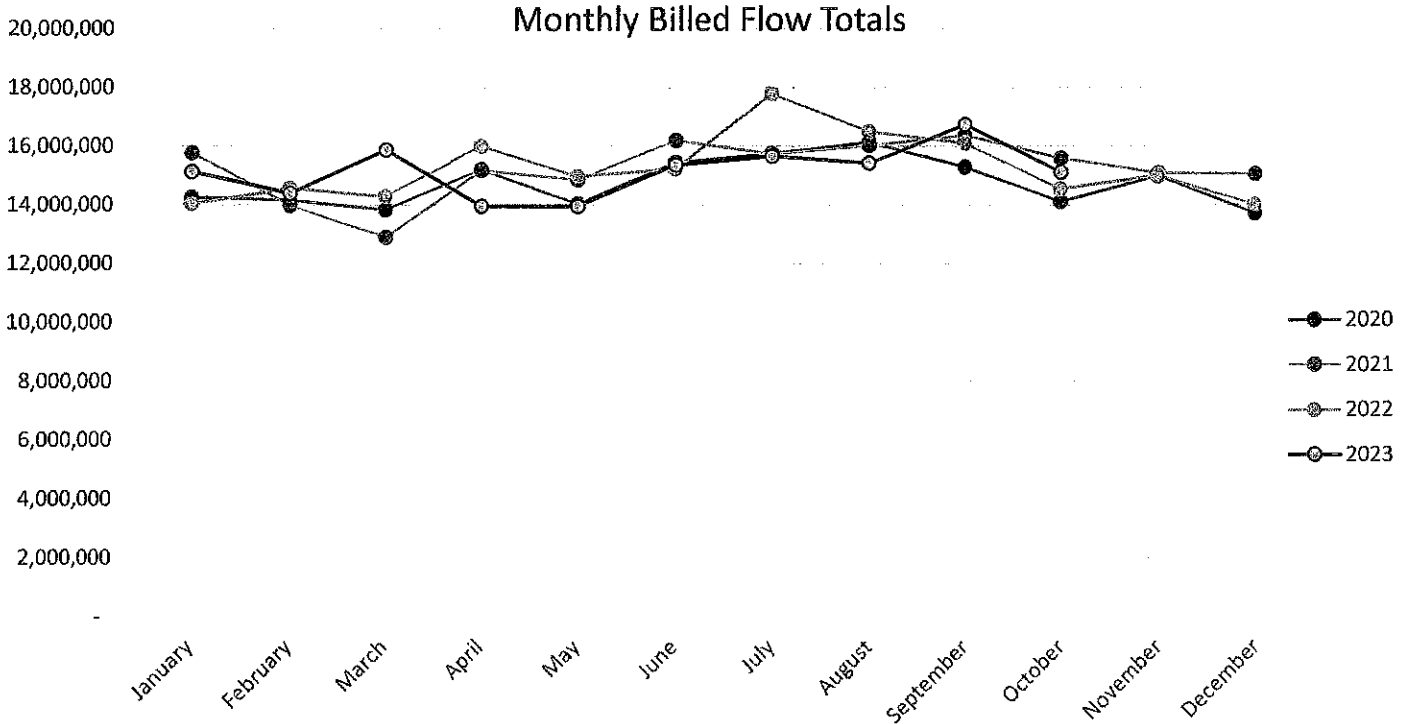
## OPERATIONS

Currently the Water Treatment Facility is running with a Supervisor, three fulltime, and one part time employees. The facility is averaging five hundred and fifty thousand gallons a day to six hundred and fifty thousand gallons a day. Currently the facility is operated between 12 – 17 hours a day to support that demand. The full capacity of the facility would require a twenty-four-hour operation. One of our fulltime employees is a trainee. This is in anticipation of the upcoming need to run the full capacity of the facility. Full capacity of facility is one million gallons per day.

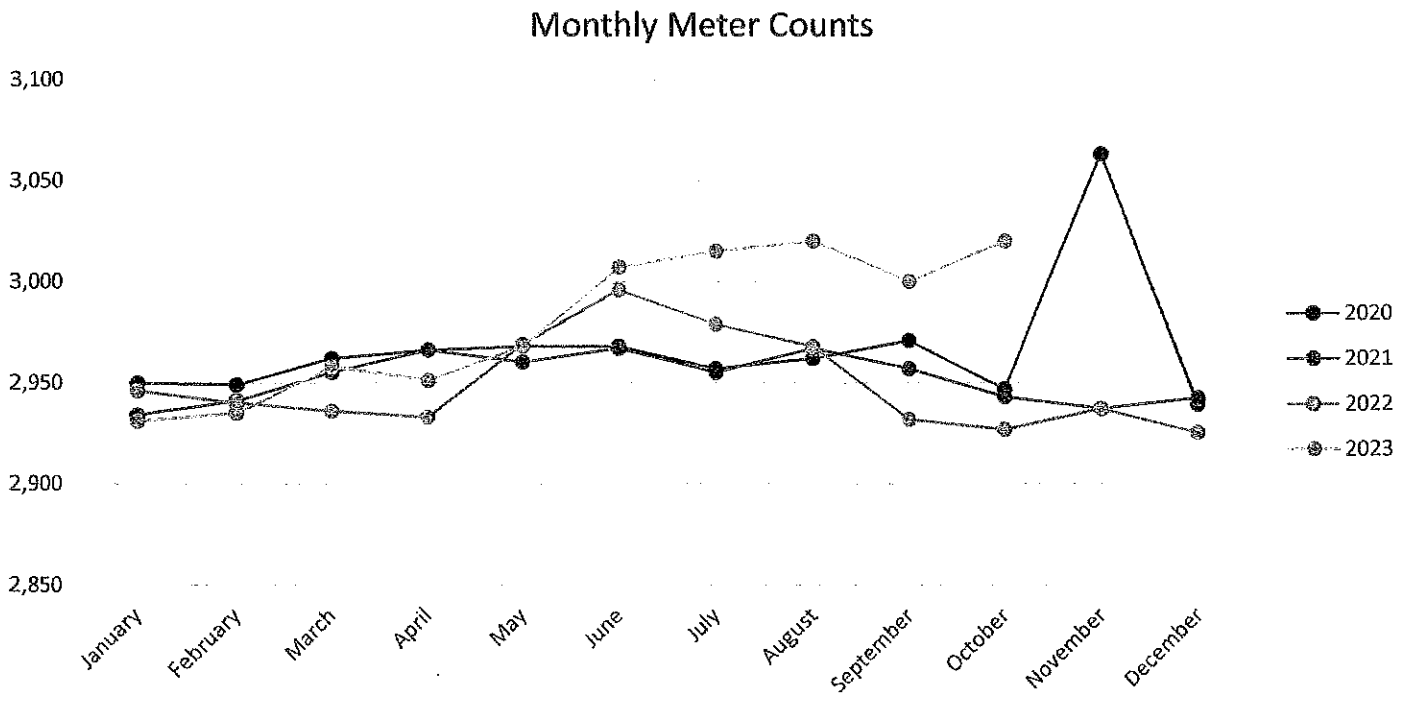
# WATER USAGE / DEMAND

Going back three years looking the water bill usage of the town. It shows that der of 2023.

EXHIBIT A-9



Also looked at the number of water meters over the past three years to compare to when the meters were added to the billing rotation. It shows meters starting increasing in June of 2023 and has continued to increase. This is the result of the development construction being completed. The November 2020 meter discrepancy has not been clarified yet. Also, not sure why meter counts fluctuate so much 2020. Still waiting on reasoning on why that happened. Logics is looking into it.



# PROJECTIONS

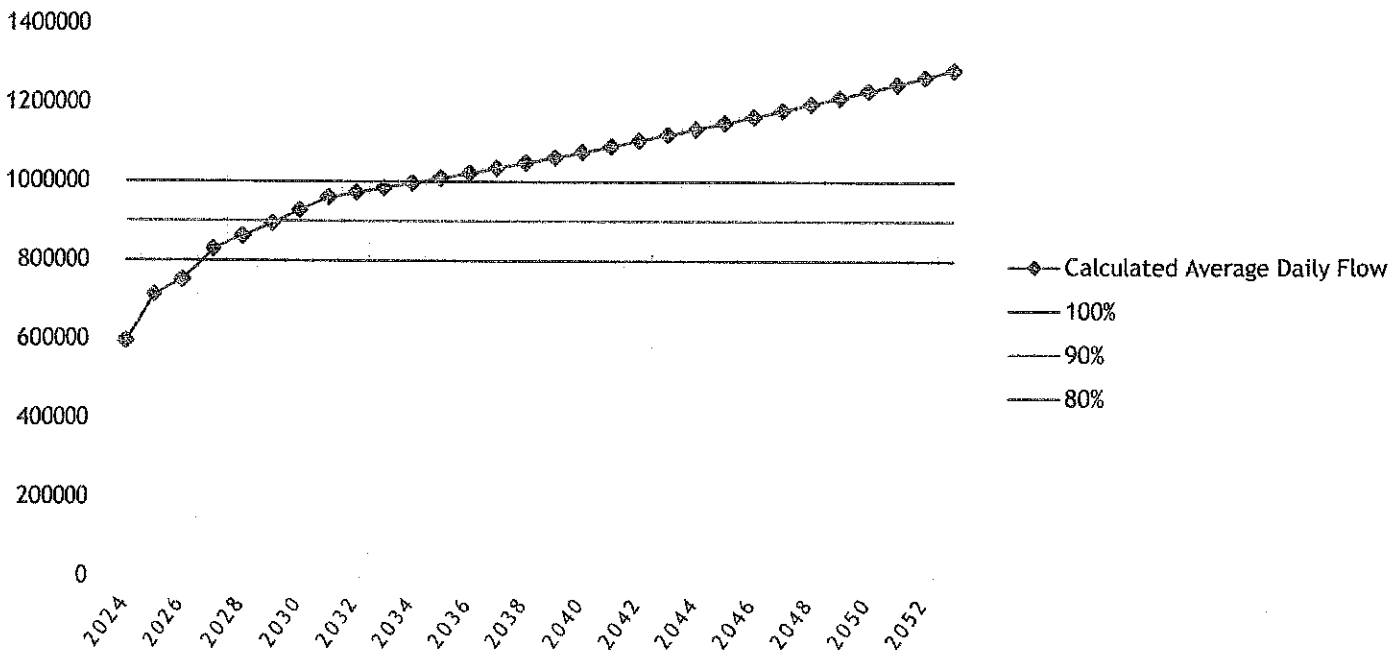
There are several housing projects that are on the books they are as follows:

EXHIBIT A-10

Project Name	Number of Homes	Estimated Completion	
Davis Hills	87	2027	34,500
River Rock	99	2025	29,700
Little Long Creek	520	2031	151,200
Summey Creek	124	2025	37,200
Rosewood	56	2025	16,800
Evans Lake	122	2025	36,600
GALFP	99	2025	29,700
S Rhyne St	20	2025	6,000
High Shoals Project	138	2027	50,000
<b>TOTAL</b>	<b>1265</b>		<b>391,700</b>

Using the information above and using our water usage billing data. Using a 2% per month growth rate over the next thirty years. The chart below shows the findings.

## PROJECTED DAILY FLOW



This shows we will be crossing the 80% demand threshold in 2027. This triggers the need to start designing an expansion for the water treatment facility. Depending on the buildout of Little long creek 90% would be attained by 2032-2034 which would require us to be in construction phase of expansion. This is calculated on a 2% monthly growth rate on top of current development projects.

## GROWTH PROJECTIONS

According to the Office of State Budget and Management the State and County Growth projections are as follows.

County	July 1, 2020, Estimate	July 1, 2030, Projection	Numeric change	Percent change	Net Migration	Natural Increase	Births	Deaths
Gaston	229,303	250,926	21,623	9.4	23,249	-1,626	28,346	29,972
State	10,472,553	11,740,822	1,268,269	12.1	1,172,290	95,979	1,273,437	1,177,458



## WATER TREATMENT FACILITY COMPARISONS

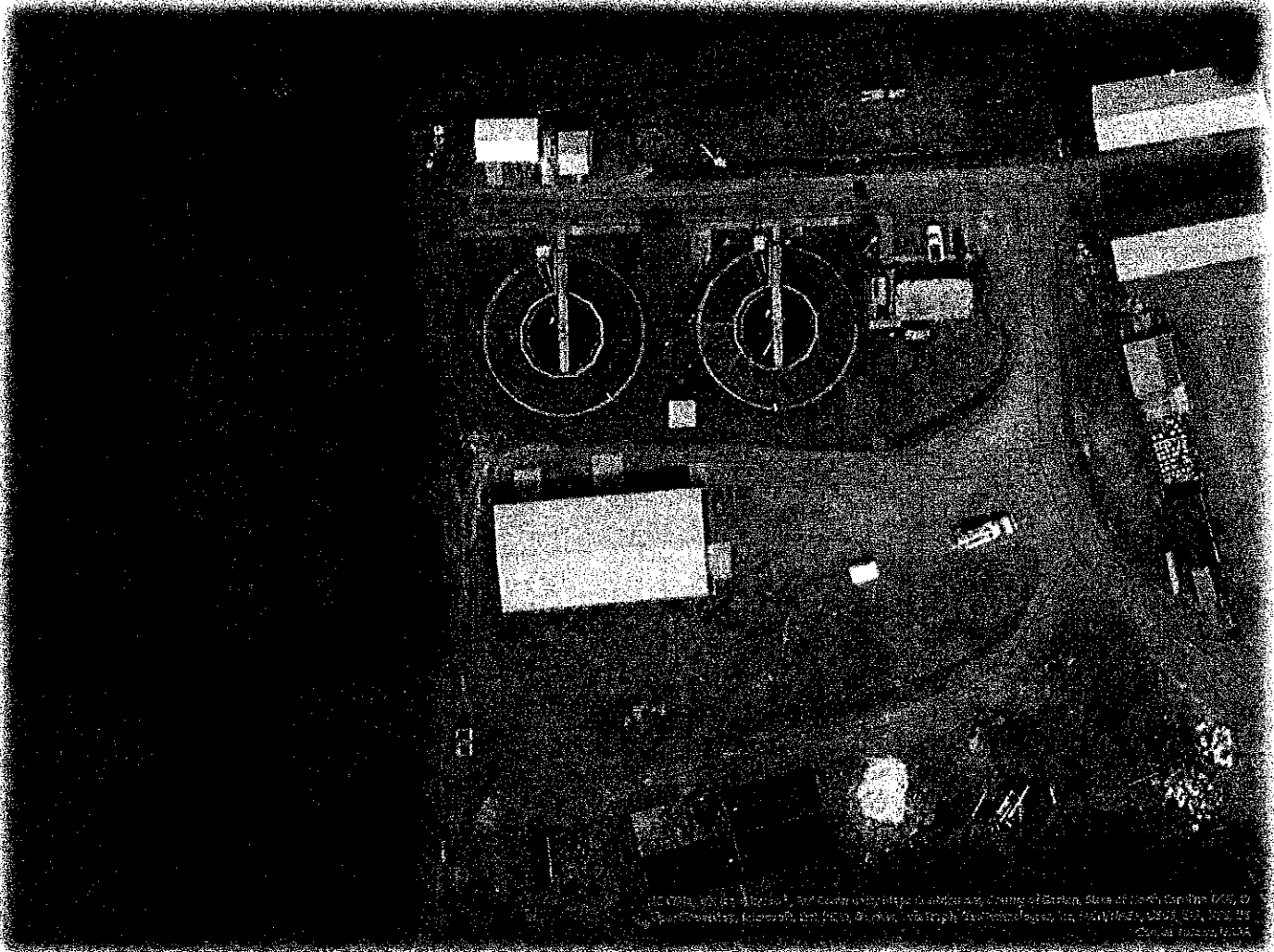
Mount Holly 6 MGD Facility 17,703,000 population

Dallas 1 MGD Facility 5,927 Populations

EXHIBIT A-11

## WASTE WATER TREATMENT SUMMARY

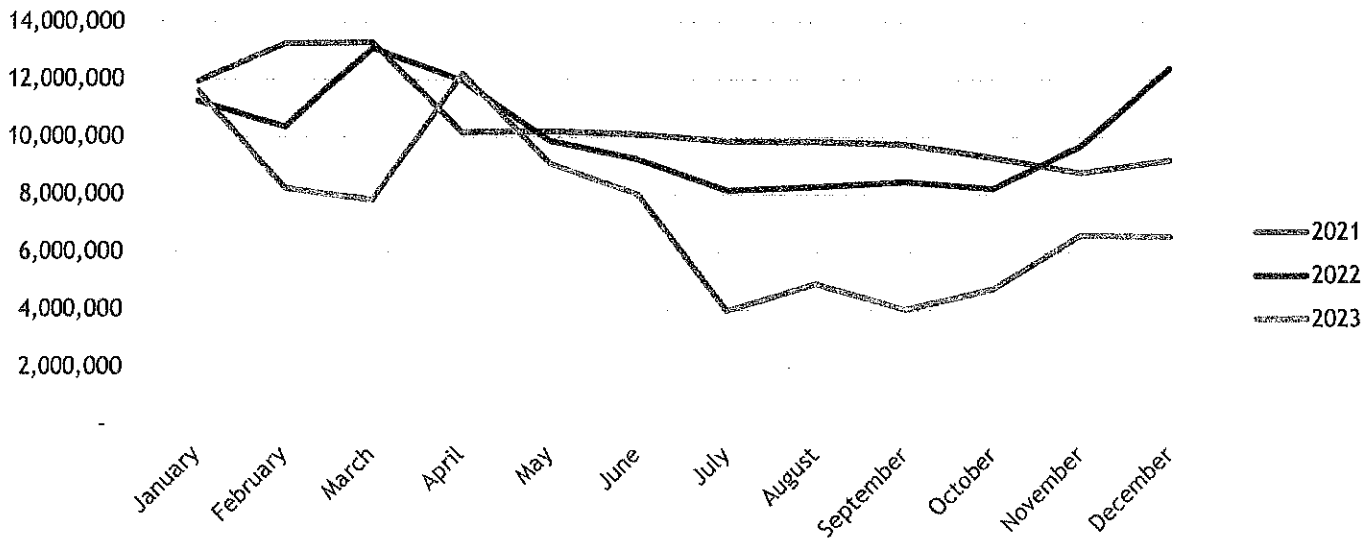
Currently the Wastewater Treatment Facility is rated for 0.600 MGD. We have an interconnect with city of Gastonia / Two Rivers Utilities that is allocated for 0.600 MGD with a max of 1,000 gpm flow. It is located at the warehouse location at 700 E Ferguson St.



## OPERATIONS

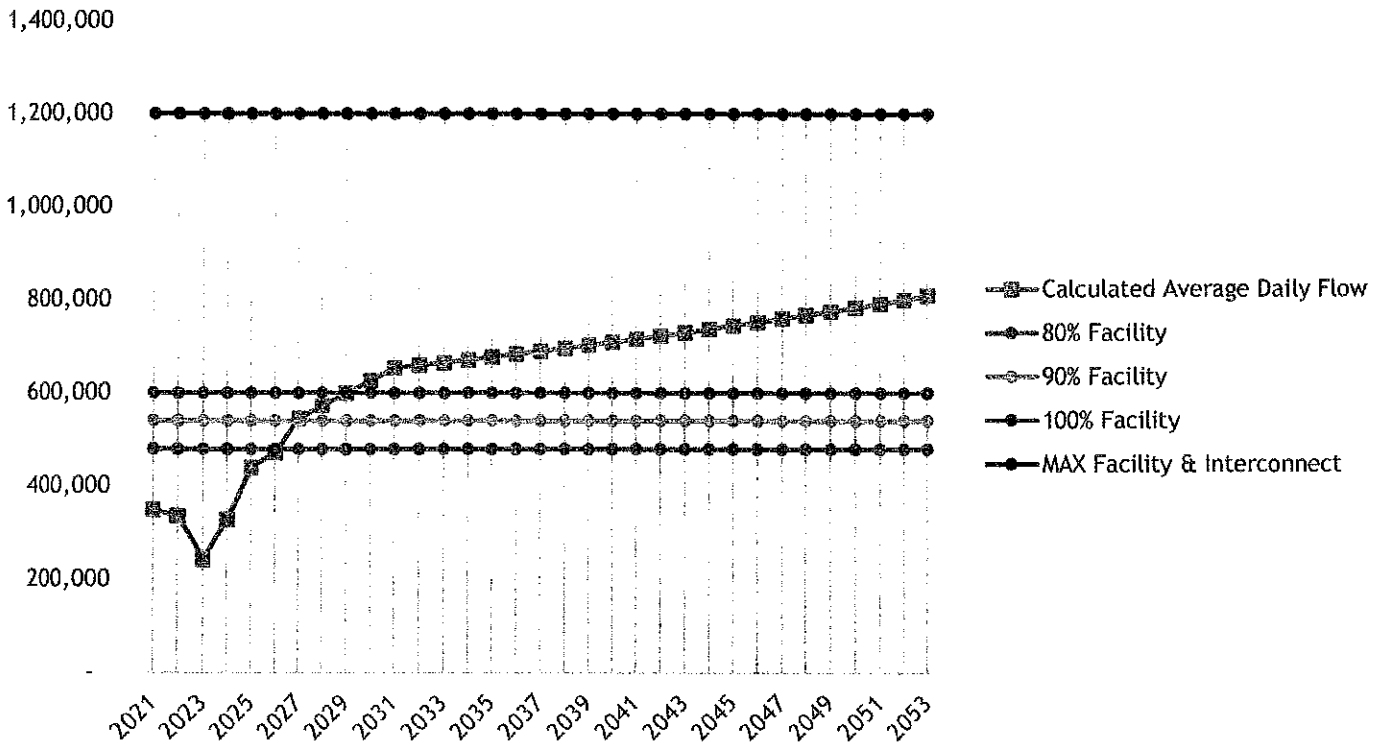
Facility is operated by one operator and one supervisor. The facility is monitored on a scheduled rotation.

Waste Water Inflow (Gallons)



The significant drop is due to the use of the interconnect with Gastonia which requires a flow of 150,000 gallons daily as a minimum flow. This increases our available capacity.

Waste Water Flow Projections



PROJECTS

Assets Inventory assessment is set to be completed in the 2024 year. This will inspect all our man holes and give a report of condition.

## WATER TREATMENT

Water Treatment original estimate of 10 million dollars for the 3 MGD expansion. Upon consulting our engineer, he suggested the amount to be too low and gave an example from another municipal treatment plant expansion. This example showed a cost of 10 million per MGD of capacity. Which is a significant increase, but can only guess on cost many variables goes into these projects. Engineering cost, Equipment cost, Labor, and materials from the project design. The need of a 4 MGD plant is forecasted in the next 30 years. With the estimated cost of 20 Million dollars. Maybe beneficial to get some cost estimates. To better narrow the exact cost of the expansion's construction. Possibly create a master plan for going forward in the future.

## WASTE WATER TREATMENT

Estimated expansion cost is based on contacting Jonathan Jordan at Union County to get their cost for latest expansions. With were around 2 million gallons. Estimated cost is 25 million to 31 million.



Contracted Vendors	2021	2022	2023	
<i>Pest Control</i>				
Orkin	\$ 364.47	\$ 364.47		Termite Protection for Warehouse and Meter Room
Terminix	\$ 4,065.18	\$ 3,350.96	\$ 2,916.53	Pest/Termite annual renewals (206 S Oakland, 700 Ferguson, 207 W Church, 210 N Holland, 207 W Church, 209 W Main)
<i>Portable Toilets &amp; Dumpster:</i>				
Griffin Waste	\$ 5,564.00	\$ 5,570.52	\$ 6,232.25	Annual Port-a-Jon clean out's and rentals (S Spargo, S Oakland, S Pine)
Republic Services	\$ 1,704.69	\$ 2,005.33	\$ 2,115.99	Dumpster at Public Works
<b>Equipment Maintenance</b>				
<i>Equipment Maintenance</i>				
All Pro Fire & Safety	\$ 2,030.11	\$ 2,030.11	\$ 3,855.65	Ladder Testing/ Apparatus Testing/ Etc
Rhinehart Family Company	\$ 2,565.24	\$ 2,833.92	\$ 3,019.25	Annual Air Compressor + Air Pak Flow Test + Gas Meter Calibration
<i>Gas Pumps:</i>				
Chris Stroupe Electric	\$ 3,600.00	\$ 3,600.00	\$ 2,100.00	Annual Maintenance of Gas Pumps- ended January 2023
<i>Generator Maintenance:</i>				
Power Generation Maint	\$ 4,872.65	\$ 4,617.72	\$ 4,607.04	Annual Maint on Town Generators
CAT	\$ 6,127.50	\$ 3,307.50	\$ 2,091.96	Annual Service to Substation Generators
<i>Pump Stations:</i>				
Dixie Electro Mechanical	\$ 13,834.80	\$ 13,032.90	\$ 10,800.00	Annual Maint Fee
	\$ 3,928.64		\$ 7,852.10	Additional Costs

Options to try and help with traffic calming on E Trade

- We have already submitted paperwork for a Pro Laser 4 Lidar unit with the Governor's Highway Safety Program points in Oct 2023
- Could use at least (2) more Pro Laser 4 Lidar units at a cost of \$2,335
- (2) solar powered radar signs on each side of W Trade St to slow traffic down at a cost of \$ 8,090
- Reach out to agencies with a mutual aide agreement in Gaston County to organize a speed saturation campaign on Trade St and S Gaston St in reference to saturated traffic enforcement
- (8) Total Radar Certified Officers / (0) that are certified on Lidar "I can send them through a class that takes 8hrs to get certified

DOT Scott Poston advised he will get a meeting set up in reference to traffic lights on Trade St and also ride out to check the timing on the side streets for signal change.

Chief Robert Walls

12-22-23

August 23, 2023

Re: Town of Dallas Administration Building Renovations

**Clarifications & Additional Scope:**

Pinnix Provided budgeted costs for upfit and exterior renovations to 208 N. Holland St based on preliminary renderings and floor sketch.

Upon receipt of design documents from SCNA dated 5-5-23 and site study and structural evaluations conducted on 6-11-23, additional scope and work will be required. We have evaluated several options and they are as follows:

**Additional scope and work includes:**

- Removal and replacement of Backside wall. (Due to unsuitable construction methods, moisture damage and termite damage)
- Complete relocation of electrical services for backside wall removal and replacement
- Removal of unforeseen original flat roof and structure under gabled shingle roof.
- ~~Shoring and structural reinforcement for front side wall (Failing due to unsuitable construction methods and structural support)~~
- Construction of 2-hr fire wall at shared end wall.
- Removal and Fire Rating of Roof between Buildings
- New Roofing due to modification of roof. (Includes gutters and downspouts)
- New Foundation for rear load bearing wall.
- New fabric awnings at front and alternate for rear.
- Attic insulation
- Performance and Payment Bonds
- 5% Contingency
- Sitework for misc. grassing repair, and grading for proper drainage at rear.
- Additional general conditions for increased scope.

**Option #1:**

- Demolish the existing wood framed backside wall and shore up the roof structure until the new load bearing wall can be built.
- Shore up the existing front CMU wall with new steel channel with a steel plate to create a new lintel to support the existing CMU above the current storefront.
- Add new firewall inboard of the existing building at shared end wall leaving the existing steel channel attached to the existing building in place. The new firewall will be metal studs with shaft-wall up to the underside of plywood.
- Leave as much of the upper existing roof in place as possible and demolish the lower existing roof.
- Leave all roof trusses in place except for the truss to be replaced with fire rated lumber at firewall.
- Pour new foundation at backside wood stud wall.
- Includes same finishes identified in the DD drawing set.

**Option #2:**

- Demolish the existing wood framed backside wall, both lower and upper roof structures, and the front side CMU wall from edge of storefront to edge of storefront
- Add new firewall inboard of the existing building at shared end wall removing the existing steel channel from the existing building. The new firewall will be metal studs with shaft wall up to the underside of new plywood.
- Replace the entire roof and all trusses.
- Pour new foundation at backside wood stud wall.
- ~~Includes same finishes identified in the DD drawing set.~~



Options #3:

- Demolish the entire building down to the slab and build a new metal stud exterior wall building with new wood trusses.
- Pour new foundation at backside wood stud wall.
- Includes same finishes identified in the DD drawing set.

**Option 1 New Construction Budget Total \$379,000.00**

Option 2 Total: \$420,000 with 10% Contingency included.  
 Option 3 Total: \$425,000 with 10% Contingency included.

**See Revised Budget Breakdown with additional costs for Option 1: (Additional work highlighted in yellow)**

<b>Alternate 1:</b> New 3'x5' fabric awning at rear door .....	<b>Add: \$1,000</b>
<b>Alternate 2:</b> Install thin brick veneer at backside wall in lieu of wood siding ....	<b>Add: \$18,000</b>
<b>Alternate 3:</b> Interior signage allowance (Room name identifiers) .....	<b>Add: \$650</b>

**Exclusions:** Relocation of underground utilities if encountered, low voltage/data/communications, design fees, property insurance, testing of material, unsuitable soils, and removal of hazardous materials.

Sincerely,

Eli Witherspoon  
 VP of Estimating  
 Pinnix Inc.

Cc. Ron Pantuso, David Helm, Brad Drury



**Town of Dallas Administration Renov  
Option 1 New Construction Budget**

EXHIBIT A-19



Div.	Description	Budget Amount
<b>01</b>	<b>GENERAL CONDITIONS</b>	
	Supervision, Insurance, Dumpster/landfill fees, and temp. utilities original upfit	\$ 25,000.00
	Additional General Conditions (Approx. 4 weeks)	<del>\$ 25,000.00</del>
	<b>General Conditions</b>	<b>\$ 50,000.00</b>
<b>02</b>	<b>EXISTING CONDITIONS / DEMOLITION</b>	
	Misc Interior Demolition	\$ 6,500.00
	Additional roof and structure demo	<del>\$ 9,200.00</del>
	Additional Shoring needed for backside and front side wall	<del>\$ 7,800.00</del>
	<b>Concrete Totals</b>	<b>\$ 23,500.00</b>
<b>03</b>	<b>CONCRETE</b>	
	Conc. Sidewalks	\$ 3,750.00
	Slab Patching for Plumbing	\$ 2,000.00
	New Footing and Slab patch at rear	<del>\$ 7,500.00</del>
	<b>Concrete Totals</b>	<b>\$ 13,250.00</b>
<b>04</b>	<b>MASONRY</b>	
	Thin brick veneer	\$ 33,000.00
	Masonry Material Increases	<del>\$ 1,000.00</del>
	CMU at front and side wall	<del>\$ 6,500.00</del>
	CMU foundation wall at rear	<del>\$ 3,500.00</del>
	<b>Masonry Totals</b>	<b>\$ 43,000.00</b>
<b>05</b>	<b>METALS</b>	
	Structural support at front wall	<del>\$ 6,500.00</del>
	<b>Metals Totals</b>	<b>\$ 9,500.00</b>
<b>06</b>	<b>WOOD, PLASTICS &amp; COMPOSITES</b>	
	Millwork (5' base and upper at breakroom)	\$ 3,800.00
	Misc. Wood Blocking	<del>\$ 500.00</del>
	Fascia and soffit repair allowance	<del>\$ 1,350.00</del>
	Fire rated framing and roof sheathing	<del>\$ 2,250.00</del>
	Cement / Wood siding at rear wall	<del>\$ 5,150.00</del>
	<b>Wood, plastics &amp; Composites Totals</b>	<b>\$ 13,050.00</b>
<b>07</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b>	
	Caulking	\$ 350.00
	New Shingle Roofing	<del>\$ 3,500.00</del>
	R-30 Attic insulation	<del>\$ 3,200.00</del>
	Gutters & Downspouts	<del>\$ 1,350.00</del>
	<b>Thermal &amp; Moisture Protection Totals</b>	<b>\$ 8,400.00</b>
<b>08</b>	<b>OPENINGS</b>	
	Storefront doors and windows	<del>\$ 13,500.00</del>
	Interior doors and hardware	<del>\$ 7,000.00</del>
	Rear door repair and hardware	<del>\$ 500.00</del>
	New HM door, frame & Hardware at rear	<del>\$ 2,400.00</del>
	<b>Doors &amp; Window Totals</b>	<b>\$ 23,400.00</b>
<b>09</b>	<b>FINISHES</b>	
	Flooring & Base	\$ 5,500.00
	Acoustical Ceilings	<del>\$ 3,250.00</del>
	Painting	<del>\$ 3,500.00</del>
	Interior walls	<del>\$ 9,800.00</del>
	Additional painting at exterior fascia and soffits	<del>\$ 1,500.00</del>
	Fire Wall	<del>\$ 10,300.00</del>
	New Load bearing rear wall	<del>\$ 10,600.00</del>
	<b>Finishes Totals</b>	<b>\$ 44,350.00</b>

**Town of Dallas Administration Renovation  
Option 1 New Construction Budget**

EXHIBIT A-20



8/22/2023  
Budget  
Amount

Div.	Description		Amount
<b>10</b>	<b>SPECIALTIES</b>		
	Toilet Accessories	\$	750.00
	Fire Ext. and cabinets	\$	500.00
	Knox Box	\$	800.00
	New Front Fabric Awning with Lettering	\$	7,200.00
	<b>Pre-engineered Totals</b>	\$	<b>9,050.00</b>
<b>22</b>	<b>PLUMBING</b>		
	Plumbing	\$	16,000.00
	Cost Increases from original budget	\$	1,500.00
	<b>Plumbing Totals</b>	\$	<b>17,500.00</b>
<b>23</b>	<b>HEATING, VENTILATING &amp; AIR CONDITIONING</b>		
	Original HVAC Budget	\$	13,500.00
	Cost Increases from original budget	\$	1,500.00
	<b>HVAC Totals</b>	\$	<b>15,000.00</b>
<b>26</b>	<b>ELECTRICAL</b>		
	Electrical	\$	19,000.00
	Relocation of electrical services for new wall	\$	20,500.00
	<b>Electrical Totals</b>	\$	<b>39,500.00</b>
<b>32</b>	<b>SITWORK</b>		
	Temp. fencing and barricades (Due to open structure)	\$	3,500.00
	Misc Grading and grass repair	\$	3,000.00
	<b>Sitework Totals</b>	\$	<b>6,500.00</b>
	<b>Sub Total</b>	\$	<b>316,000.00</b>
	<b>Original Building Permits</b>	\$	1,500.00
	<b>Additional Building Permits fees</b>	\$	1,500.00
	<b>Performance and Payment Bonds (Inc. some sub. Bonds)</b>	\$	7,000.00
	<b>Contingency</b>	\$	18,000.00
	<b>Original Fee</b>	\$	17,000.00
	<b>Additional Fee</b>	\$	18,000.00
	<b>Total</b>	\$	<b>379,000.00</b>

Eli Witherspoon  
VP of Estimating



September 18, 2023

Ms. Kim Parton  
Stewart Cooper Newell Architects  
719 E Second Street  
Gastonia, NC 28054

RE: Visual Assessment of Existing Building  
208 N. Holland Street,  
Dallas, NC

Ms. Parton:

Per your request we met you at the subject site on July 11, 2023 to visually observe the existing building conditions and give you our opinion of its condition; as it pertains to the structural integrity.

Prior to our meeting you were able to have a team visit and open several areas to gain visual access of the framing members, and below are some items of note (See image #1 for diagram of key plan labeling walls):

- The building was re-roofed at some point with the existing roof being a flat ballasted roof that appeared to have steel beams supporting wood joists. (NOTE: A beam was found along the shared endwall (see Image #4), and again within the building footprint (see Images #5-#8), additional beams may exist that were not uncovered).
- The re-roof consisted of adding gable wood trusses bearing on parapet walls along each sidewall, at approximately 2-3ft above the existing roof. (see Image #2)
- The front sidewall parapet appears to be from the original roof construction (see Image #2), however the back sidewall parapet appears to be an added knee wall that creates a hinge-point between the 2 roof systems. (see Image #3)
- The existing back sidewall is constructed of 2x timber framing (see Image #9), and it appears as though it was originally design and intended to be a non-load bearing wall.
- The back sidewall has significant pest damage and will need to be removed and replaced. Likewise, the foundation appears to be non-existent and will need to be verified, and/or added (see Image #10).
- The front sidewall appears to be constructed of CMU block with a large storefront window occupying a large portion of the wall area. (see Images #6, 7, 11) The lintel above the storefront appeared to be timber and large displacement (bowing) was observed (see Image #12), possibly due to the additional load from the wood trusses. Additionally, it appears that the CMU wall and parapet is supported on the timber lintel.

- The floor slab along the front sidewall has a noticeable drop and will need to be investigated for structural integrity along the wall, as well as exploration to determine the type and condition of any foundation (not pictured).
- The building exclusive endwall appears to be framed of CMU, with no visual items noted of structural deficiency.
- The shared endwall adjoining the adjacent building is part of the adjacent building envelope and a new fire-rated wall will need to be designed and constructed to separate the adjacent building from this existing building and roof to maintain the firewall separation. Additional exploration is required along adjacent wall to determine presence/condition of existing foundation.

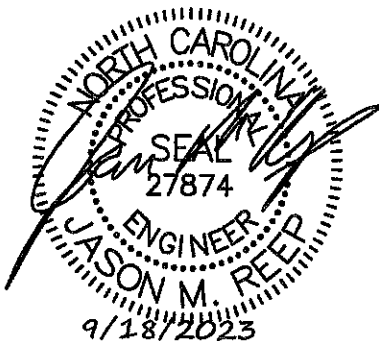
Due to the aforementioned items, it is our opinion that both the front sidewall and back sidewall should be removed and replaced with a new load bearing wall and foundation system added to adequately support roof system.

If you have any questions concerning our proposal, please call us.

Sincerely,

**TAYLOR & VIOLA STRUCTURAL ENGINEERS, P.C.**

Jason M. Reep, PE



## Dallas Historic Courthouse Facility Rental Agreement

Thank you for considering the Dallas Historic Courthouse for your upcoming event. The Courthouse is an ideal place for private parties, weddings, receptions, corporate seminars, community gatherings, and other special events. We want your occasion to be unforgettable and the following policies are in place to ensure that your experience will run as smoothly as possible.

The Dallas Historic Courthouse is a historic building and is valuable to the historic legacy of Dallas. These circumstances necessitate the imposition of certain professional standards in order to protect the building, artwork, and historical objects within. Every effort will be made by Town staff to ensure that your event is a success by assisting you in accordance with these standards and restrictions. This agreement for use of the Courthouse is between the Town of Dallas ("Town") and the Renter ("Client").

**Active full-time and permanent part-time employees of the Town of Dallas may rent The Courthouse facilities for their own personal event at a 50% discount off the current rental rates. All other requirements of the rental agreement apply as written.**

This Facilities Rental Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ ("Client") and the Town of Dallas ("Town"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### 1. Fees

**The Courthouse and Grounds: \$1,800 for 12 hours**

Enjoy the combination of the scenic grounds and beautifully renovated courtroom all in an authentic historical setting. The Courthouse contains original hardwood floors, abundant natural light, and approximately 1,500 square feet make the courtroom perfect for almost any event. Rental rates include use of kitchen, tables and chairs inside, access to restrooms and lower floors, and use of the Gazebo. The courtroom accommodates 215 seated or standing (chairs only) and 100 with tables and chairs.

**Conference Room: \$75 for 2 hours / \$25 for each additional hour during normal business hours  
OR \$200 for 2 hours / \$50 for each additional hour outside of normal business hours**

Tables and chairs provided; including setup and breakdown, access to downstairs restrooms. The conference room accommodates approximately 20 with conference style seating.

**The Gazebo: \$100 for 4 hours (Residents within Town limits) / \$175 for 4 hours (Non-residents)**

Rental rates only include access to Gazebo.

**\*Set-up time before the event is included in the price of all facility rentals.** The Client will be afforded one business day before the agreed date of the event. The rental space will be available and open to the client during Town of Dallas business hours (8:00 am – 5:00 pm, M-F) in order to prepare for the event.

**\*\*For Wedding rentals, the rental price includes extra time to be used for rehearsals, if need be. If the rehearsal will be scheduled outside of normal business hours, the Client must schedule an appropriate time with Town Staff 30 days in advance of the event. If the Client does not comply in 30 days, the Client will forfeit the right to rehearsal time.**

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- 2. Deposit and Payment** – A security deposit of \$100 is required at the time of signing the Facility Rental Agreement in order for rental to be contractually valid. Should the event be cancelled between the agreement date and 30 days prior to the event, \$50 is refunded to the Client. Should the event be cancelled in the 30-day time period prior to the scheduled date, there will be no refund of the security deposit. The full rental fee amount is due to the Town 30 days prior to the event date. The Town accepts cash, checks, money orders, cashier's checks, and credit/debit cards. A fee of \$30 is assessed for returned checks.

Refunds **WILL NOT** be given due to weather.

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- 3. Food and Beverages** – The use of a licensed caterer is requested; however, if the event is staffed by a non-licensed caterer and use of the Courthouse kitchen (if part of rental package) facilities is requested, there will be an additional \$100 security deposit, to be returned to the Client within seven (7) business days after the event upon inspections approval of the kitchen area by Town Staff. Food and beverages are allowed in the Courtroom, grounds, and conference room. Food and beverages are prohibited in all other areas.

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- 4. Catering** – The Client, or its Agent (caterer), is responsible for any illness or injury resulting from food preparation and food and alcohol consumption caused by the negligence or the caterer or its employees. The Town of Dallas will not bear any liability for illness or injury resulting from food and alcohol consumption. Client, and its Agents hired by the Client, must abide by the following rules:
- a. The Client will be responsible for all damage to Courthouse property as a result of food preparation. Food preparation or warming of food must occur in the kitchen area only. This area is equipped with a sink, counter space and electrical outlets. Client, or its Agents, must provide their own containers and utensils.
  - b. Any Rental Property, or other assets of the Courthouse, must be adequately protected against hot, cold, or wet items and may not be stapled into.
  - c. No prolonged food preparation or cooking that may cause smoke or grease is allowed.

- d. Client, or its Agent, must provide adequate staff to clear tables and handle all cleanups after the event. All NON-TOWN STAFF are to be out of the Courthouse no later than two (2) hours after the end of an event. All events must end by 11:00 pm; therefore, 1:00 am is the latest non-staff personnel will be allowed in the Courthouse.
- e. Large trashcans will be available for use during the event. All food and trash are to be removed from the premises after the event ends. Trash must be bagged and removed to outside trashcans.
- f. No hard alcoholic beverages will be allowed without proper rental or permit.

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5. **Use of Premises** – Client shall exercise due care in its use and occupancy of the premises and shall, at all times, abide by the Facility Rules and Regulations. By its execution hereof, Client acknowledges that (s)he has read and understands the Facility Rules and Regulations.

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6. **Indemnification and Liability Insurance**

- a. Client shall indemnify and save the Town of Dallas, its staff, and Board of Aldermen harmless against any and all claims, suits, demands, actions, fines, damages and liabilities, and all costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises and/or Facilities to the extent caused or occasioned by any acts or omissions of Client, its agents, contractors, employees, invitees, clients, servants, or subcontractors. The non-prevailing party shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by the prevailing party in enforcing the agreements of this Rental, whether incurred as a result of litigation or otherwise. Client shall give Town immediate notice any such happening causing injury to persons or property.
- b. By notice to Client, the Town may elect to require that Client shall, at its own expense, keep in force adequate public liability insurance in such amounts and with such companies as shall from time to time be acceptable to the Town and naming Town as an additional insured. Upon request, Client shall furnish to Town copies of policies or certificates of insurance evidencing the required coverage prior to the event date.

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7. **Conduct** – The Client agrees to exercise care in the use of the property of the Town of Dallas or Courthouse, content, and common areas. Client shall return facilities in the same condition as originally received prior to event. If damages occur, the Client will reimburse the Town for any breakage, damage, or loss of property to the grounds, which may occur during event and reimburse

the Town for contracted cleaning should more than routine cleaning be performed by the Town. Children must be supervised at all times.

The temperature for all facilities is set at the discretion of the Town of Dallas. The Client may not change or adjust the thermostats, or in any way influences the temperature of the rental spaces. If there is an issue or concern regarding the temperature for an event, the Client may inform a staff member. If set-up time is during operating hours, Client and its representatives will be courteous to visitors and visitors will be asked to do the same.

\_\_\_\_\_  
Initial here

8. **Time and Space Availability** – The allotted rental time for any event is specified at time of rental and only space rented by Client will be open to Client and guests. All events must end by 11:00 pm, not including clean up.

\_\_\_\_\_  
Initial here

9. **Alcohol and Tobacco Policy** – Any hard alcoholic beverages may be served, but the Client must provide a licensed permit for alcohol distribution to the Town. Wine and beer may be served without permit. If alcohol is to be served, Client must coordinate with the Chief of the Dallas Police Department to hire required security personnel. No alcohol may be served without proper security personnel. The Courthouse and grounds are tobacco free facilities, including e-cigarette and vapes, both inside and outside property.

\_\_\_\_\_  
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10. **Décor** – Decorations in the Courthouse may not interfere with artwork or damage the historic building and grounds. The Town does not allow decorations to be hung on the walls with use of nails, staples, tacks, or tape. No loose glitter or confetti should be used to decorate and all decorations must be removed immediately after your event. No live fire, such as candles or sparklers, are allowed inside the Courthouse or on grounds. Town staff must approve decorations.

\_\_\_\_\_  
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**RENTAL CONTRACT**

Name/Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Contact Person (if different from above) \_\_\_\_\_

Phone \_\_\_\_\_ Approx. Number of Attendees \_\_\_\_\_

Type & Description of Event \_\_\_\_\_

Event Date \_\_\_\_\_ Event Hours \_\_\_\_\_ to \_\_\_\_\_

*\*If building is used past the above stated time, any hour or portion thereof will be charged at \$50.00 per ½ hour at the discretion of Town staff.*

\_\_\_\_\_  
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*\*Set up and clean up must be completed within the agreed upon timeframe.*

\_\_\_\_\_  
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Facilities Requested: \_\_\_\_\_

If renting Courthouse: # of tables that need to be set up: \_\_\_\_\_ # of chairs: \_\_\_\_\_

If renting grounds, is outside electricity needed? **Y / N**

Will Alcohol be Served? **Y / N** If yes, list type: \_\_\_\_\_

*In addition, if yes, OFF-DUTY Employment Request Form signed by Dallas Police Chief must be attached to agreement.*

ABC Permit required (if serving anything other than wine and beer):

**Y / N** Permit must be attached to agreement.

Caterer: \_\_\_\_\_

Musician/DJ: \_\_\_\_\_

Photographer: \_\_\_\_\_

I have read, understand, and agree to honor all rules and regulations of the

IN WITNESS WHEREOF, the parties have caused the Rental to be duly executed as of the day and year written below:

By: \_\_\_\_\_

(Town Representative)

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_

**Additional Notes or Comments (For Town Use Only)**

\_\_\_\_\_ Provide copy of Rental Agreement to Public Works Director

\_\_\_\_\_ Contact the Electrical Department with dates if outside power is needed

\_\_\_\_\_ Contact Landmasters with dates (General #: 704-864-3259 or Joe Floyd 704-363-5767)

\_\_\_\_\_ ABC permit attached if serving alcohol other than beer and wine

\_\_\_\_\_ OFF-DUTY Employment Form attached if serving any type of alcohol

<b>Town of Dallas</b>											
	2015	2016	2017	2018	2019	2020	2021	2022			
<b>Demand Rate<sup>-1/</sup></b>											
Billed	\$ 190.75	\$ 188.10	\$ 190.09	\$ 179.01	\$ 177.95	\$ 182.97	\$ 175.82	\$ 173.35			
Actual <sup>-2/</sup>	\$ 177.18	\$ 180.23	\$ 183.19	\$ 163.84	\$ 182.44	\$ 176.03	\$ 166.54	\$ 160.33			
Difference	(13.57)	(7.87)	(6.90)	(15.17)	4.49	(6.94)	(9.28)	(13.02)			
Percent difference	-7.1%	-4.2%	-3.6%	-8.5%	2.5%	-3.8%	-5.3%	-7.5%			
<b>Energy Rate</b>											
Billed	\$ 27.08	\$ 23.15	\$ 21.64	\$ 21.41	\$ 21.60	\$ 20.56	\$ 18.80	\$ 26.95			
Actual	\$ 24.01	\$ 23.00	\$ 23.51	\$ 23.74	\$ 20.93	\$ 18.52	\$ 22.25	\$ 36.09			
Difference	(3.07)	(0.15)	1.87	2.33	(0.67)	(2.04)	3.45	9.14			
Percent difference	-11.3%	-0.6%	8.6%	10.9%	-3.1%	-9.9%	18.4%	33.9%			
<b>Demand (MWhs)</b>											
Billed	11.174	12.938	13.200	13.795	14.774	13.534	13.704	12.627			
Actual	8.028	10.531	11.819	9.247	12.097	12.205	11.391	12.214			
Difference	-3.146	-2.407	-1.381	-4.548	-2.677	-1.329	-2.313	-0.413			
Percent difference	-28.2%	-18.6%	-10.5%	-33.0%	-18.1%	-9.8%	-16.9%	-3.3%			
<b>MWWhs</b>	72,898	74,109	72,237	74,998	72,296	67,116	69,221	71,533			
<b>Energy \$</b>	\$ 1,750,280.98	\$ 1,704,507.00	\$ 1,698,291.87	\$ 1,780,452.52	\$ 1,513,155.28	\$ 1,242,988.32	\$ 1,540,167.25	\$ 2,581,625.97			
Demand \$	\$ 1,422,401.04	\$ 1,898,002.13	\$ 2,165,122.61	\$ 1,515,028.48	\$ 2,206,976.68	\$ 2,148,446.15	\$ 1,897,057.14	\$ 1,958,270.62			
Total \$	\$ 3,172,682.02	\$ 3,602,509.13	\$ 3,863,414.48	\$ 3,295,481.00	\$ 3,720,131.96	\$ 3,391,434.47	\$ 3,437,224.39	\$ 4,539,896.59			
\$/MWh	\$ 43.52	\$ 48.61	\$ 53.48	\$ 43.94	\$ 51.46	\$ 50.53	\$ 49.66	\$ 63.47			

<sup>-1/</sup> excludes CCR

<sup>-2/</sup> includes adjustments related to audit, if applicable

Duke True Up

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
\$	(236,103.58)	(187,221.47)	(311,348.60)	(876,941.24)	(910,702.63)	(507,569.05)	(301,802.34)	(1,086,208.62)	(364,301.32)	(777,437.36)	(294,876.44)	452,571.04

\*(Revenue)

**§ 105-472. Disposition and distribution of taxes collected.**

(a) **County Allocation.** – The Secretary shall, on a monthly basis, allocate to each county for which the Secretary collects the tax the net proceeds of the tax collected in that county under this Article. For the purpose of this section, "net proceeds" means the gross proceeds of the tax collected in each county under this Article less taxes refunded, the cost to the State of collecting and administering the tax in the county as determined by the Secretary, and other deductions that may be charged to the county. If the Secretary collects local sales or use taxes in a month and the taxes cannot be identified as being attributable to a particular taxing county, the Secretary shall allocate the taxes among the taxing counties in proportion to the amount of taxes collected in each county under this Article during that month and shall include them in the monthly distribution. Amounts collected by electronic funds transfer payments are included in the distribution for the month in which the return that applies to the payment is received.

(b) **Distribution Between Counties and Cities.** – The Secretary shall divide the amount allocated to each taxing county among the county and its municipalities in accordance with the method determined by the county. The board of county commissioners shall, by resolution, choose one of the following methods of distribution:

- (1) **Per Capita Method.** – The net proceeds of the tax collected in a taxing county shall be distributed to that county and to the municipalities in the county on a per capita basis according to the total population of the taxing county, plus the total population of the municipalities in the county. In the case of a municipality located in more than one county, only that part of its population living in the taxing county is considered its "total population". In order to make the distribution, the Secretary shall determine a per capita figure by dividing the amount allocated to each taxing county by the total population of that county plus the total population of all municipalities in the county. The Secretary shall then multiply this per capita figure by the population of the taxing county and by the population of each municipality in the county; each respective product shall be the amount to be distributed to the county and to each municipality in the county. To determine the population of each county and each municipality, the Secretary shall use the most recent annual estimate of population certified by the State Budget Officer.
- (2) **Ad Valorem Method.** – The net proceeds of the tax collected in a taxing county shall be distributed to that county and the municipalities in the county in proportion to the total amount of ad valorem taxes levied by each on property having a tax situs in the taxing county during the fiscal year next preceding the distribution. For purposes of this section, the amount of the ad valorem taxes levied by a county or municipality includes ad valorem taxes levied by the county or municipality in behalf of a taxing district and collected by the county or municipality. In addition, the amount of taxes levied by a county includes ad valorem taxes levied by a merged school administrative unit described in G.S. 115C-513 in the part of the unit located in the county. In computing the amount of tax proceeds to be distributed to each county and municipality, the amount of any ad valorem taxes levied but not substantially collected shall be ignored. Each county and municipality receiving a distribution of the proceeds of the tax levied under this Article shall in turn immediately share the proceeds with each district in behalf of which the county or municipality levied ad valorem taxes in the proportion that the district levy bears to the total levy of the county or municipality. Any county or municipality that fails to provide the Department of Revenue with information concerning ad valorem taxes levied by it adequate to permit a

timely determination of its appropriate share of tax. This Article may be excluded by the Secretary from the distribution of the tax with respect to which the information was not provided, and those tax proceeds shall then be distributed only to the remaining counties or municipalities, as appropriate. For the purpose of computing the distribution of the tax under this subsection to any county and the municipalities located in the county for any month with respect to which the property valuation of a public service company is the subject of an appeal and the Department of Revenue is restrained by law from certifying the valuation to the county and the municipalities in the county, the Department shall use the last property valuation of the public service company that has been certified.

The board of county commissioners in each taxing county shall, by resolution adopted during the month of April of each year, determine which of the two foregoing methods of distribution shall be in effect in the county during the fiscal year following the succeeding fiscal year. In order for the resolution to be effective, a certified copy of it must be delivered to the Secretary in Raleigh within 15 calendar days after its adoption. If the board fails to adopt a resolution choosing a method of distribution not then in effect in the county, or if a certified copy of the resolution is not timely delivered to the Secretary, the method of distribution then in effect in the county shall continue in effect for the following fiscal year. The method of distribution in effect on the first of July of each fiscal year shall apply to every distribution made during that fiscal year.

(b1) Repealed by Session Laws 2008-134, s. 14(b), effective July 28, 2008.

(c) Municipality Defined. — As used in this Article, the term "municipality" means "city" as defined in G.S. 153A-1.

(d) No municipality may receive any funds under this section if it was incorporated with an effective date of on or after January 1, 2000, and is disqualified from receiving funds under G.S. 136-41.2. No municipality may receive any funds under this section, incorporated with an effective date on or after January 1, 2000, unless a majority of the mileage of its streets are open to the public. The previous sentence becomes effective with respect to distribution of funds on or after July 1, 1999. (1971, c. 77, s. 2; 1973, c. 476, s. 193; c. 752; 1979, c. 12, s. 1; 1979, 2nd Sess., c. 1137, s. 49; 1981, c. 4, s. 2; 1985 (Reg. Sess., 1986), c. 934, s. 2; 1991, c. 325, s. 8; 1993, c. 485, s. 24; 1999-458, s. 6; 2001-427, s. 13(a); 2001-487, s. 118(b); 2002-72, s. 5; 2003-349, s. 5; 2004-203, s. 5(j); 2007-323, s. 31.16.3(d); 2008-134, s. 14(b); 2021-124, s. 1.)





**FOOD TRUCK PERMIT APPLICATION**

Application For: Single-Event Permit       Yearly Permit       (circle one)

**LEASE: Single-Event Permit: \$25.00    Yearly Permit \$400.00**

**Single Event:**

Event Name: \_\_\_\_\_

Date: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Location Requested: \_\_\_\_\_

Location Assigned: \_\_\_\_\_

**Yearly: Location Requested:** \_\_\_\_\_

Location Assigned: \_\_\_\_\_ (see diagram in file, along Court Square on S. Holland and E. Main Street only) \_\_\_\_\_

Hours of operation: \_\_\_\_\_

**APPLICANT/FOOD TRUCK OWNER NAME:**

\_\_\_\_\_  
**NAME OF BUSINESS:**

\_\_\_\_\_  
**FOOD TRUCK NAME IDENTIFIER):** \_\_\_\_\_

WEBSITE/FACEBOOK PAGE (IF APPLICABLE) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

GENERAL MENU:

\_\_\_\_\_

LIC. PLATE #: \_\_\_\_\_

IS THIS A TRAILER PULLED BY A TRUCK? (YES OR NO) \_\_\_\_\_

OPERATOR NAME (If Different From Owner):

\_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

NAME OF RESTAURANT FOOD TRUCK IS AFFILIATED WITH ("COMMISSARY"):

\_\_\_\_\_

OWNER OF RESTAURANT/COMMISSARY: \_\_\_\_\_

OWNER OF RESTAURANT/COMMISSARY'S ADDRESS:

\_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FOOD TRUCK HEALTH DEPARTMENT PERMIT #: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ COUNTY OF ISSUANCE: \_\_\_\_\_

DATE OF EXPIRATION: \_\_\_\_\_

**\*Copy of Valid, Unexpired Health Department Permit is to be Attached Hereto.**

**INSURANCE COMPANY PROVIDING LIABILITY COVERAGE TO FOOD TRUCK:**

\_\_\_\_\_ POLICY #: \_\_\_\_\_

**BROKER CONTACT INFO:**

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

COVERAGE LIMITS: \_\_\_\_\_.

**\*Copy of Valid, Unexpired Liability Insurance Covering Food Truck and Operations is to be Attached Hereto.**

Signed: \_\_\_\_\_

Applicant: \_\_\_\_\_ (printed name) Owner (if Not Applicant): \_\_\_\_\_

**For Town of Dallas Use Only:**

Permit# \_\_\_\_\_ Issued to: \_\_\_\_\_

Effective Period: \_\_\_\_\_

Location Assigned: \_\_\_\_\_

Permit Fee(s) Paid: \_\_\_\_\_

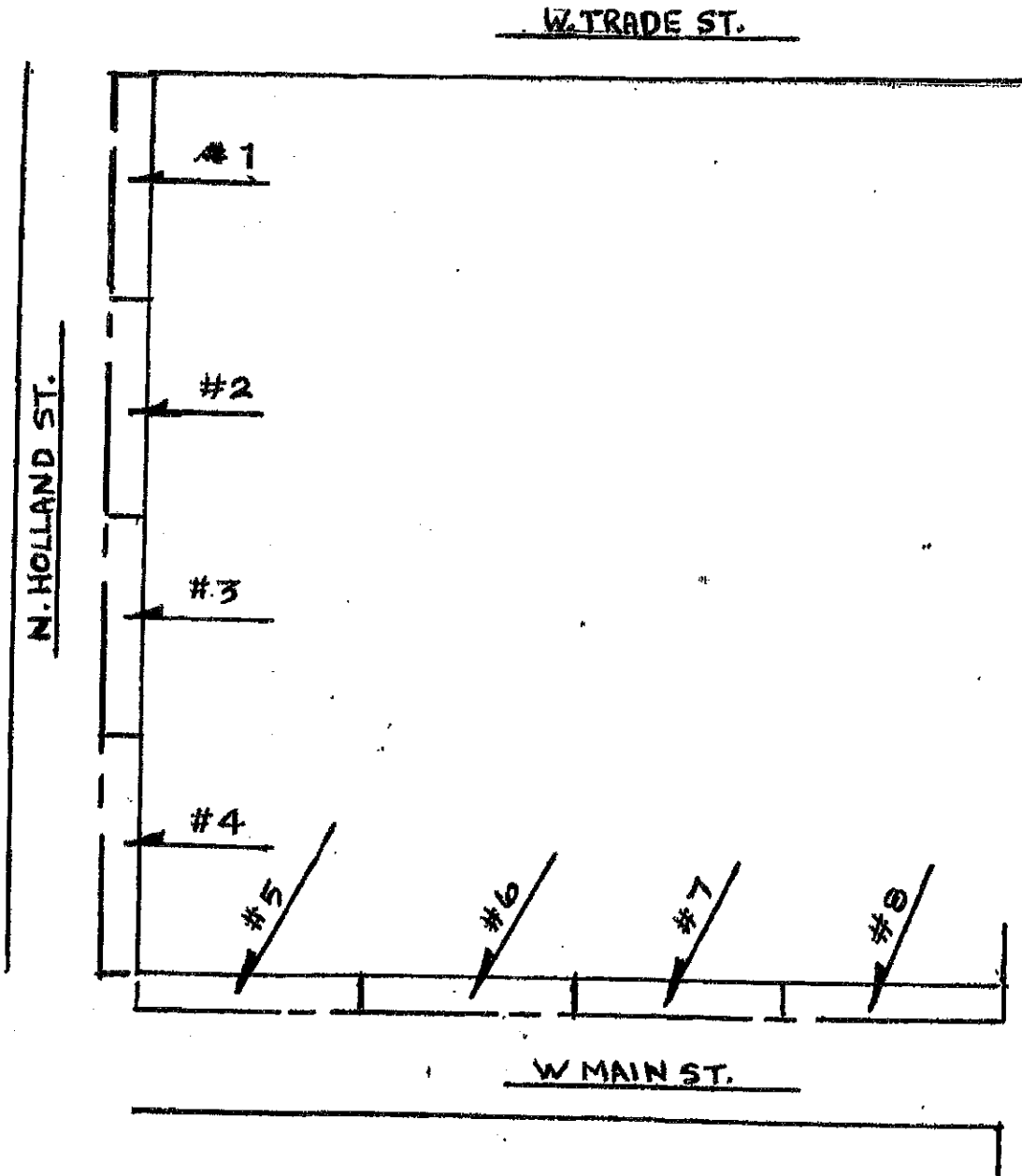
Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Health Department Permit attached \_\_\_\_\_ \*Insurance information attached \_\_\_\_\_**

Lease Fee(s) Paid: \_\_\_\_\_

Approved: \_\_\_\_\_

Town Manager



# Town of Dallas

2023 Audited Financial Situation and Fund Balances

EXHIBIT A-39

# Statement of Revenues and Expenditures July through December 31, 2023

GENERAL FUND			
	Budget	YTD	Remaining %
GENERAL FUND			
Total Exp.	\$6,279,033.00	\$3,330,654.40	\$3,948,378.60 37.1%
Total Revenues	\$6,279,033.00	\$3,065,272.28	\$3,213,760.72 48.8%
WATER AND SEWER FUND			
	Budget	YTD	Remaining %
WATER AND SEWER FUND			
Total Exp.	\$4,898,081.00	\$2,041,189.21	\$2,856,891.79 41.7%
Total Revenues	\$4,898,081.00	\$1,674,907.66	\$3,223,173.34 34.2%
ELECTRICAL FUND			
	Budget	YTD	Remaining %
ELECTRICAL FUND			
Total Exp.	\$9,819,631.00	\$4,157,666.83	\$5,661,964.17 42.3%
Total Revenues	\$9,819,631.00	\$4,696,298.40	\$5,123,332.60 47.8%
ECONOMIC DEVELOPMENT FUND			
	Budget	YTD	Remaining %
ECONOMIC DEVELOPMENT FUND			
Total Exp.	\$240,000.00	\$17,523.30	\$222,476.70 7.3%
Total Revenues	\$240,000.00	\$2,375.00	\$237,625.00 1.0%
STORM WATER MANAGEMENT FUND			
	Budget	YTD	Remaining %
STORM WATER MANAGEMENT FUND			
Total Exp.	\$214,228.00	\$42,091.13	\$172,136.87 19.6%
Total Revenues	\$214,228.00	\$107,138.33	\$107,089.67 50.0%

# Unrestricted Fund Balances Year End 6/30/23

• General Fund	\$2,471,700
• Water & Sewer Fund	\$2,942,828
• Electric	\$4,325,798
• Stormwater	\$ 509,579
	<hr/>
Total	\$10,249,905

## UNRESTRICTED FUND BALANCE



# NCCMT Bank Accounts

as of 11/30/2023

## • LESA (Law Enforcement Separation Account)

- \$238,201.42
- General Fund

## • Rate Stabilization

- \$90,663.99
- Electric Fund

## • Capital Reserve

- \$1,739,312.67

Made up of:

- Water & Sewer \$ 142,812.34
- Electric \$1,561,311.63
- Stormwater \$ 35,188.70



EXHIBIT A-42



# Obligated Debt

## General Fund

- Fire Station- \$836,574
- Fire Pumper Truck- \$164,493
- Sanitation Truck- \$76,516
- Taser- \$1,960

## Water & Sewer Fund

- Water Line Project- \$2,114,185

## Electric Fund

- Bucket Truck- \$67,853

# debt