

MINUTES FOR BOARD OF ALDERMEN MEETING
February 12th, 2013
6:00 PM

The following elected officials were present: Mayor Coleman, Alderman Huggins, Alderman Martin, Alderwoman Morrow, and Alderman Withers. Alderman Beaty was absent.

The following staff members were present: Jim Palenick, Interim Town Manager; Maria Stroupe, Administrative Services Director; Thomas Hunn, Town Attorney; Gary Buckner, Police Chief; Doug Huffman, Electric Director; Bill Trudnak, Public Works Director; Steve Lambert, Fire Chief; and David Kahler, Development Services Director. Anne Martin, Recreation Director was absent.

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

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag. Mayor Coleman asked if there were any additions or deletions to the agenda. Mr. Martin asked to add Item 10D, discussion of the Regional Wrestling Tournament to be held at North Gaston High School on February 22nd and 23rd. Mayor Coleman stated that Item 9A may need to be moved to later in the agenda as Mr. Rob Collis, Collis and Associates, is currently in a meeting in High Shoals and may be later arriving. Mr. Withers made a motion to set the agenda, including the added Item 10D and the possible movement of Item 9A, seconded by Mr. Huggins, and carried unanimously.

Mr. Martin made a motion to approve the minutes from the January 8, 2013 regular, seconded by Mr. Huggins. Mr. Huggins then stated that a correction needed to be made to the minutes. The minutes stated that Mr. Huggins seconded the motion to exit the public hearing, but that Mr. Beaty had seconded that motion. Mr. Martin agreed with the correction and the minutes were then approved unanimously pending the requested change.

Consent Agenda:

There was no consent agenda.

Recognition of Citizens:

Mr. Jason Story, Gaston College Art Instructor, had requested to be on the agenda, but was not present due to illness. Mr. Palenick relayed that Gaston College will be sponsoring and conducting its second annual Textures and Tones Art Festival the week of Monday, April 15th through Saturday, April 20th, 2013 featuring multiple fine and performing art events and exhibitions. This year, for the first time, they would like to hold a Family Fun Day on Saturday, April 20th from 12:00 noon to 4:00 pm featuring a large variety of family-friendly activities including music, food, and games held in and along Town streets. They are requesting the Town close and block off West Main Street from the intersection of North Gaston to the Fire Station and North Holland Street from Trade Street to West Church Street. (Exhibit A) Mr. Huggins made a motion to approve the requested closures, seconded by Mr. Withers, and carried unanimously.

Mr. John Kimbrell, President of the Gaston Regional Chamber of Commerce, addressed the Board concerning the formation of a Dallas Chapter of the Chamber of Commerce, named the Dallas Area Chamber. Mr. John Brooks, Brooks Insurance, has been elected the first Chairman. Mr. Brooks stated that chambers members will challenge themselves to revitalize business in Dallas in partnership with the Town. The Dallas Area Chamber will meet on the fourth Tuesday of each month at 4:00 pm at the Museum.

Mr. Hank Graham, Transportation Planning Manager for Gaston Urban Area Metropolitan Planning Organization, presented a Memorandum of Understanding (MOU) for Agency membership. The Gaston Urban Area Metropolitan Planning Organization (GUAMPO) is a multi-jurisdictional transportation planning organization to which Dallas is (and has been for many years) a member and active participant. The agency has recently undergone changes to its overall boundaries and membership make up; which now includes Kings Mountain, High Shoals, portions of Grover County, SC, and unincorporated Cleveland County, NC; as a result of census changes and Federal mandate. As a result, all of the member jurisdictions must now approve a new MOU governing ongoing operations. There are two substantive changes being proposed to the MOU, compared to the existing governing document. Those are: the new membership, representative of the boundary adjustments; and a requirement that all member jurisdictions, for the first time, be required to participate in paying a proportionate share of the 20% local match of planning expenditures previously paid exclusively by the City of Gastonia. These cost shares would be based on population as a percentage of the group's whole, and in the case of Dallas (population 4488 making up 2.1% of the 213,001 total population) would result in an estimated yearly payment of \$1365 (based on \$65,000 total local match). This would be new, unbudgeted expense for Dallas. The MOU states that any member failing to pay its required match for three consecutive billed quarters would lose voting privileges within the Transportation Advisory Committee (TAC) which serves as the Advisory Board for the agency. Any grant funding for the transportation improvements which ultimately would come to Dallas, must be approved by GUAMPO first. Both the recently completed sidewalk improvement project along Trade St., as well as the upcoming project along Dallas-High Shoals Hwy., have gone through this process. Mr. Martin made a motion to approve the MOU as presented, seconded by Mr. Huggins, and carried unanimously.

Ms. Lori Shaw, Remember Kelly, Inc., had requested to be on the agenda, but was not present. Mr. Palenick informed the Board that for some years the Town of Dallas has assisted in providing in-kind services support to the annual Kelly Guffey Race held in honor of the late Kelly Guffey. The race, in turn, raises funds to endow the Kelly Guffey Scholarship fund, called, "Remember Kelly, Inc.". The private Foundation group had been handling the race sign-up, receipt of funds, and disbursement of proceeds prior to 2012; but due to a lack of individuals available to do so, those functions fell to Town Staff in 2012. As a result, the net proceeds, which would otherwise have gone to the scholarship fund, wound up co-mingled in the Town's General Fund revenues. The total of such proceeds amounted to \$3277.31 (Receipts of \$7075 less expenses of \$3797.69). Town Staff would like to remedy this situation by formally approving the contribution of an equal \$3277.31 from the Town of Dallas to "Remember Kelly, Inc.". For 2013, and beyond, it is again expected that the private foundation representatives will handle the finances of the race so that Town Staff will not see a repeat of these circumstances. Mr. Huggins made a motion to make a contribution of \$3277.31 to the Remember Kelly, Inc. Foundation, seconded by Ms. Morrow, and carried unanimously.

Ms. Charlotte Jenkins, 306 W. Main St., addressed the Board as the Chairwoman of the Dallas Historic Courthouse Foundation, updating the Board on some upcoming events planned by the Foundation. On Tuesday, February 19th at McDonald's from 5:00 – 7:00 pm 15% of gross sales would be donated to the Foundation. She urged all present to purchase their dinner from McDonald's that evening. On Sunday, March 17th, there will be a celebration of Historic Dallas at 4:00 pm at Holy Communion Lutheran Church. Mr. David Hoyle will be the keynote speaker and the Gentlemen Songsters will perform. There will be a celebration following the program, featuring cake and refreshments. This is planned as the jump start event for the capital campaign. On April 21st, the Gentlemen Songsters will be performing in concert at Holy Communion Lutheran Church. Still in the planning stages are a Golf Tournament and a Children's Birthday Party on the Courthouse Grounds. She is need of a volunteer to coordinate the Golf Tournament. These events are targeted to be held in the late Spring. To date, the Foundation has applied for 4 grants and are waiting hear the results of those applications. Contact has also been made with BB&T and Caromont for donations, as these entities do not have a grant process.

Ms. Jenkins then spoke to the Board as a citizen of Dallas. She has checked on tree trimming guidelines, as she has concerns over the tree trimming process being conducted in Town. She understands the necessity of trimming in relation to the electrical lines, but feels it should be conducted within the proper guidelines. Trimming should be done back to the mother trunk for healing purposes, instead of leaving a stub. By leaving a stub, the tree is placed under undue stress. A tree canopy is very important to a community and she believes Dallas should protect what we currently have.

Recognition of Employees:

Christopher Page, Meter Reader, was recognized for 15 years of service with Dallas. Mr. Page was hired on January 14, 1998 as a Maintenance Worker in the Street and Sanitation Departments. On January 11, 2000, Christ was promoted to Meter Reader, where he continues to serve the Town. Chris also is an active member of the Town's Volunteer Fire Department. Mayor Coleman presented Chris with a framed certificate and recognized his contributions to Dallas. (Exhibit B)

Tony Walters, Senior Electric Line Technician, was recognized for 20 years of service with Dallas. Mr. Walters was hired on January 18, 1993 as an Electric Lineman II. He continues to serve the Town as a Line Technician. Mayor Coleman presented Tony with a framed certificate and recognized his service to Dallas. (Exhibit C)

Ronnie Cabe, Electric Department Supervisor/Foreman, was recognized for 30 years of service with Dallas. Mr. Cabe was hired on January 10, 1983 as an Electric Lineman. On July 1, 1985, Ronnie was promoted to Electric Lineman II. On September 1, 1990, Ronnie was again promoted to Electric Department Foreman. Mayor Coleman presented Ronnie with a framed certificate and recognized his contributions to Dallas. (Exhibit D)

Public Hearing:

Item 8A, Mr. Withers made a motion to enter into a public hearing concerning an Ordinance to amend Title IX: General Regulations; Chapter 95, "Town Cemetery", of the Town Ordinance Code, seconded by Mr. Morrow, and carried unanimously. The current ordinance concerning the Cemetery was enacted on September 6, 1974 and needed to be updated, particularly to include provisions for cremains (cremated remains). Mr. Palenick presented the proposed ordinance. (Exhibit E) Mr. Robert Kendrick, 408 Groves St., asked that the Board consider the ordinance further before voting on it. Mr. Martin made a motion to exit the public hearing, seconded by Mr. Withers, and carried unanimously.

Mr. Martin made a motion to approve the ordinance as presented, seconded by Mr. Withers, and carried unanimously.

Old Business:

Item 9A was presentation of the 2011-2012 Fiscal Year Audit by Rob Collis, Collis and Associates. Mr. Collis reviewed the audit and noted that his firm had delivered an unqualified opinion on the audit. He thanked Town Staff for their continued cooperation during the audit process. Mr. Withers made a motion to accept the audit, seconded by Ms. Morrow, and carried unanimously.

Item 9B was an amendment to the Dallas Police Department Rotation Wrecker Agreement Policy. Chief Buckner reviewed the amended policy. (Exhibit F) Revisions to the policy include changing the maximum charge from \$75.00 to \$80.00 for rotation calls for tow services within a mile radius of the Courthouse. Mr. Withers made a motion to approve the Rotation Wrecker Agreement Policy as presented, seconded by Mr. Huggins, and carried unanimously.

New Business:

Item 10A was a budget amendment and grant application authorization for purchase of a new multi-purpose fire truck. Each year the North Carolina Office of State Fire Marshal accepts grant applications from statewide volunteer fire departments and awards grants on a dollar-for-dollar basis, up to a maximum award of \$30,000. The deadline for yearly submission is March 1st, with awards announced on May 15th. Dallas has typically always received grant awards when we have applied. We would like to apply under this year's call for applications for a grant in the maximum amount of \$30,000 toward the purchase of a new multi-purpose brush/fire truck (cost - \$90,000) which will replace 2 obsolete and inefficient vehicles to be surplus and sold. According to Chief Lambert, when the two existing trucks were built in the early 1990's, they were not designed to carry out firefighting duties. They were not designed to carry the amount of equipment that they currently carry in order for the Fire Department to perform their duties on a fire scene. The two trucks also do not meet current NFPA 1901 standards concerning Motorized Fire Apparatus, in regards to the safety of the firemen. The two existing trucks are designed to carry a maximum of two persons per truck. The new truck would carry a maximum of six firefighters, therefore expanding the delivery of service. The new truck would also meet current NFPA 1901 standards with regards to firefighter safety enroute to a fire scene as well as operating at a fire scene. With the acquisition of this new truck, Dallas would be able to consolidate the equipment from both existing trucks into one truck. The new truck would serve a multitude of roles. It would serve the Fire Department as a brush truck, as a squad truck that carries manpower to fire scenes, and as a service truck that would respond to call in place of the more expensive fire engines, therefore reducing the amount of miles and wear and tear on the fire engines. This vehicle would also be a 4-wheel drive vehicle that could be utilized during inclement weather responses. In order to fund the purchase, a budget amendment would be required as follows:

REVENUES:

* Transfer the current Total held in the Fire Station Capital Project Fund to General Fund, Fire Department:	
Capital Outlay: Equipment:	\$53,207.00
* Designate existing budgeted funds for Capital Outlay: Equipment for this Purchase:	\$ 8,000.00
* Use the expected sale proceeds of the two vehicles to be surplus:	\$ 7,000.00
* NCOSFM Fire Grant Award:	\$30,000.00
TOTAL REVENUES:	\$98,207.00

EXPENSES:

* Capital Outlay: Equipment -- Ford F-450 Crew Cab (Multi-purpose) Fire Truck:	\$98,000.00
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Mr. Martin made a motion to approve the budget amendment and grant application as presented, seconded by Mr. Withers, and carried unanimously.

Item 10B was a request to approve a resolution to set a damage deposit for Civic Center Building Use. (Exhibit G) Currently, there is no requirement that users provide a refundable cleaning and damage deposit, in advance, in order to assure that the premises are left in a clean, orderly, and undamaged state. The resolution would set a refundable damage deposit of \$100, payable at the time of rental, to be refunded if all is left in the proper order. This deposit would be in addition to the current fee for facility rental. Mayor Coleman asked for a motion, but the resolution died for lack of a motion.

Item 10C was the awarding of a contract to the identified low bidder on Phase I of the Waterline Improvement Project. Following completion of engineering design specifications for Phase I of the project, an application for

state permit was submitted to the NCDENR and a permit was subsequently approved and issued effective December 7, 2012. Thereafter, an advertisement for bids went out calling for final bids to be received by February 11, 2013 at 2:00 pm with a voluntary “pre-bid” meeting to be conducted on January 28, 2013. The pre-bid meeting was conducted in the Community Room at the Fire Department and 8 separate contracting firms were represented and in attendance. After that, the Engineers have communicated with fourteen separate contractors indicating some interest in submitting a formal bid. The bids were opened at the advertised time and a tabulation of the bids has been prepared. (Exhibit H) Kim Fortner of Diamond Engineering reviewed the bids and made a recommendation to award the bid to the low bidder, Clark Ledbetter Grading at a bid of \$979,483.02. Phase I was estimated to cost \$1,154,800, consisting of 9300 linear feet of new 8” waterline, 15,500 linear feet of 6” waterline, 2500 linear feet of 2” waterline, and 4100 linear feet of 12” waterline; along with the replacement of valves, hydrants, and other appurtenances. The areas affected include; E. Robinson St., Carlton St., College St., E. Jenkins St., E. Gibbs St., Webb St., E. Carpenter St., Pasour St., Chadwick Cir., E. Church St., S. Summey St., Peachtree St., Starr St., Alexander St., Holly St., Johnson St., S. Rhyne St., S. College St., Willow St., Legion St., Chestnut St., S. Willow St., Hoyle St., Spargo St., and S. Davis St. Mr. Withers made a motion to award the contract to the low bidder, Clark Ledbetter Grading, seconded by Mr. Huggins, and carried unanimously.

Item 10D was the added item concerning the Regional Wrestling Tournament being hosted by North Gaston High School. Approximately 28 – 32 high schools will be participating in the two-day tournament. North Gaston hopes to be awarded the tournament for a number of years. Mr. Martin asked that the Town support North Gaston High School in this effort and made a motion that the Town purchase a banner, not to exceed \$1000, to promote and recognize the event, seconded by Mr. Huggins, and carried unanimously.

Mr. Palenick gave a Manager’s Report, noting current projects.

Mr. Withers made a motion to adjourn, seconded by Mr. Martin, and carried unanimously. (7:28)

Rick Coleman, Mayor

Maria Stroupe, Town Clerk

Jim Palenick

From: Jason Story [Story.Jason@gaston.edu]
Sent: Wednesday, January 30, 2013 12:01 PM
To: 'jpalenick@dallasnc.net'
Subject: Gaston College Texture and Tones Festival

To: Jim Palenick**GASTON COLLEGE**

Textures and Tones Arts Festival
Monday, April 15 – Saturday, April 20, 2013

Gaston College is sponsoring the second annual Textures & Tones Arts Festival, an initiative which is designed to encourage greater interest in the arts among our students and in the community, and to increase enrollment in arts courses at the college. Components of the initiative include more active promotion of the arts and artistic presentations on campus, a better integrated and more active arts calendar and as the signature event, an annual arts festival each spring that will draw audiences both from within the college and from the broader community.

The second annual arts festival, entitled *Textures and Tones*, will take place over six days from April 15-20, 2013, and will feature music, dance and drama performances, as well as films, poetry readings, and arts exhibitions. Multiple events will occur each day of the festival, all of which will be free and open to public. Featured performances during the festival include the Galen Abdul-Razzaq, a jazz flutist; the North Carolina Dance Theater; two theatrical productions: *Prohibition*, written by GC faculty member, Jefferson Fortner and *Rhyme Deferred*, produced and performed by On Q Productions of Charlotte; the Charlotte Jazz Orchestra; and Slam Charlotte, a spoken word poetry group. Also featured will be two poets, Clair Bateman and Cathy Smith Bowers, who is the past NC poet laureate. There will be three art exhibitions, in Beam Gallery, Rauch Gallery, and at the Gaston County Museum, which is a festival partner. In addition to the varied performances, dance, drama, and poetry workshops designed to encourage interest and engagement with these artistic mediums will be offered. A copy of the full schedule of events is attached.

The 2013 festival will feature for the first time a "Family Fun Day" on **Saturday, April 20 from 12 noon through 4:00 p.m.** We are requesting Gaston County's permission to use the grassy square, bordered by Main and Trade Streets, the area facing the entrance to the Gaston County Museum. That entire area will be used to create a fair-type atmosphere. Our hope is to appeal to not only Gaston College students and staff and their families, but also to encourage the larger Dallas and Gaston County communities to attend and enjoy the activities planned for that afternoon. Specifically, as the attached schedule indicates, the activities will include children's art, dance/movement, drama, and storytelling events at various times during the afternoon. Concurrently, there will be live music by The Chairman of the Board as well as musical performances by bands comprised of Gaston College students. Also, there will be tables/booths set up for vendors, featuring making balloon animals, face painting, and displaying Native American crafts, to name a few. Many of the arts vendors will be Gaston College students. We also will have food vendor trucks with the proper permits, etc. from the Health Department. Finally, during the afternoon there will be stations for a variety of games to include volleyball and corn hole. We would like to block off the streets for West Main Street from intersection of North Gaston Street to the Fire House and North Holland Street from 275 intersections to West Church. We do not want to block the Fire House, but next door the Train Depot. We will have an art exhibit in the Train Depot.

If more information is required or if there are any questions about the festival or the Family Fun Day on April 20th in particular, please contact co-chairs Jason Story at story.jason@gaston.edu or at 704 922-6245 or Alicia McCullough at mccullough.alicia@gaston.edu or at 704 922-6459.
Thank you for your consideration of our request.

Jason Story

CERTIFICATE OF APPRECIATION

This certificate is awarded to

CHRISTOPHER WAYNE PAGE

in recognition of his 15th anniversary with the Town of Dallas on **January 14, 1998**
and in gratitude for his years of dedication and service

TOWN OF DALLAS



Signature

Date

Signature

Date

CERTIFICATE OF APPRECIATION

This certificate is awarded to

TONY JEFFERY WALTERS

in recognition of his 20th anniversary with the Town of Dallas on **January 18, 1993**
and in gratitude for his years of dedication and service

TOWN OF DALLAS



Signature

Date

Signature

Date

CERTIFICATE OF APPRECIATION

This certificate is awarded to

RONALD E. CABE

in recognition of his 30th anniversary with the Town of Dallas on **January 10, 1983**
and in gratitude for his years of dedication and service

TOWN OF DALLAS



Signature

Date

Signature

Date

**An Ordinance to Amend Title IX: General Regulations; Chapter 95,
"Town Cemetery", of the Compiled Code of Ordinances of the
Town of Dallas, North Carolina**

Whereas, Following a properly-noticed public hearing before the Board of Aldermen, held on February 12, 2013, and in consideration of the information and research materials received and reviewed,

NOW, THEREFORE BE IT ORDAINED, By the Board of Aldermen of the Town of Dallas, North Carolina, that the Compiled Code of Town Ordinances is Hereby Amended as follows:

That, Title IX: General Regulations; Chapter 95, "Town Cemetery", be amended by its Repeal and Replacement, in its entirety, by a new Chapter 95, to read as follows:

"CHAPTER 95: TOWN CEMETERY

Sec. 95.01 Cemetery Superintendent.

(A) The Town Manager shall appoint a Dallas Town employee to serve as Cemetery Superintendent. The Cemetery Superintendent shall be charged with and perform all those duties specifically prescribed herein as well as such other duties as may be assigned to him/her by the Town Manager.

(B) The Town Manager, through the Superintendent, shall have charge of the Town Cemetery with authority to enforce all ordinances, policies, and regulations relating to the Cemetery, and shall be responsible to identify, verify, or confirm lot locations and/or ownership boundaries.

(C) The Superintendent shall further be responsible to supervise the digging of all graves; the carrying out of all interments, dis-interments, or placing of cremains; and the installation of all monuments and markers.

Sec. 95.02 Lots.

(A) To the extent that the Town shall own undeveloped Cemetery lots, and make same available for sale to the general public for use as grave-sites, such lots shall, in keeping with then-current fee schedules, be sold and transferred to purchasers on a first-come, first-served basis, with preference given to Town residents or family members of Town residents or former residents; and a deed shall be provided the purchaser and recorded by the Superintendent within the office of the County Register of Deeds.

(B) It shall be a violation of this Ordinance for any person to sell or transfer any lot in the Town Cemetery without first obtaining the consent and approval from the Town, which shall be evidenced by action of the Board of Aldermen and recorded with the County Register of Deeds. A copy of the new deed shall be provided to the Superintendent and maintained in the Town's permanent Cemetery records.

Sec. 95.03 Cemetery Use.

(A) The Town Cemetery shall be used exclusively for the interment of human remains within identified lots designated for same. No interments or dis-interments shall occur without authorization of the Superintendent.

(B) All graves shall be dug under the supervision of the Superintendent, and to a minimum depth of fifty-eight (58") inches.

(C) All burials shall occur in accordance with North Carolina General Statutes governing the minimum requirements for the interment of human remains, including cremains. In addition, all casket burials shall be within a grave liner or burial vault. All cremains interments shall be contained within a waterproof, tightly-sealed container designed for such purpose and disposition.

(D) Each individual burial lot shall contain not-more-than one (1) casket/vault interment of human remains, or more-than four (4) properly-contained cremains interments of related human remains. Cremains shall not be allowed to be interred with or above existing casket burials, nor shall they share an individual burial lot with casket interments.

Sec. 95.04 Trees, Shrubbery, Plantings, Landscaping, and Maintenance.

(A) No person shall plant or set any tree, shrub, flower, grass, or plant of any kind in the Cemetery except with the express approval of the Superintendent.

(B) The trimming, cutting, pruning, or removal of any tree, shrub, or planting within the cemetery is expressly prohibited except as conducted by Town of Dallas personnel and/or authorized by the Superintendent or his designee.

(C) All grading, landscaping, and general maintenance, including raking, mowing, and trimming shall be performed exclusively by Town personnel or contractors to the Town, under the supervision of the Superintendent or his designee.

Sec. 95.05 Monuments, Markers, Memorial Ornamentation.

(A) Above-ground, vertical-face-etched headstones shall be referred to as "monuments". Flush-to-ground, horizontal-top-face-etched headstones shall be referred to as "markers". Monuments are only allowed on "family plots", which shall comprise (4) or more contiguous, family-related and owned individual lots. Then, only one (1) central monument is allowed on the family plot.

(B) Monuments shall be a minimum twenty-four (24") inches in height, not including the base; twenty-four (24") inches in width; and six (6") inches thick. Monuments shall not exceed twenty-four square feet in face area, nor exceed a width greater than seventy-two (72") inches.

(C) Markers are allowed on any individual lot, but are to be laid flush with the ground and shall not exceed two (2') feet in length and one (1') foot in width. If part of a family plot, markers shall be placed at the end of the lot farthest from the central monument.

(D) All monuments and markers shall be constructed of first-quality granite or marble only.

(E) No coping, curbs, fencing, or borders of any kind shall hereafter be erected on or around any individual lot or family plot.

(F) Memorial ornamentation displayed or left at gravesites shall be limited to synthetic flowers/plants and small flags, and same shall be removed and/or replaced upon visible wear or degradation.

Sec. 95.06 Structures.

No mausoleum, tomb, building, columbarium, or other structure of any type shall be erected within the Cemetery unless or except if owned and controlled by the Town of Dallas.

Sec. 95.07 Conduct.

(A) No person shall exhibit or engage in willfully boisterous, unruly, or disorderly behavior within the Cemetery such as to disturb or disrupt the quiet reflection of others.

(B) No person shall willfully and without authority defile, deface, desecrate, or place any mark upon or otherwise injure, any monument or marker contained within the Cemetery.

(C) No person shall deposit any trash, rubbish, garbage, or waste product in the Cemetery except in receptacles designated for such. All materials carried or brought into the Cemetery and not otherwise used in the erection of monuments or markers, or in the authorized interment of human remains, shall be promptly removed by the owner(s) of the lot(s) upon which such material(s) is/are located.

(D) Vehicles shall be driven only upon the roadways within the Cemetery, and at a rate of speed not-to-exceed fifteen (15) miles-per-hour. No vehicles shall enter the Cemetery except for the purpose of attending funerals, preparing gravesites, visiting and/or maintaining gravesites, or other lawful purpose and mission.

Sec. General Regulations.

604

All lots within the Town Cemetery shall be subject to, and regulated and controlled by, the provisions of this Chapter and/or by order of the Superintendent as same shall be authorized hereby.

65

DALLAS POLICE DEPARTMENTROTATION WRECKER AGREEMENT POLICY

This agreement is made and entered into by the Dallas Police Department and the Wrecker Service indicated below, for the purpose and considerations and set forth in this document.

- A. For the purpose of this Agreement Policy, the term "Wrecker Service" is defined as a business or firm providing vehicle towing services for hire. The term "Rotation Wrecker Lists" is defined as a list of Wrecker Services which shall be contacted by the Dallas Police Department on a rotating basis, for the purpose of towing vehicles at the direction of the department. The term "Owners Request" is defined as "a request made by the owner of or the party responsible for, the vehicle that is to be towed." The department shall utilize Rotation Wrecker Service's in those instances in which the owner or persons in control of the vehicle is unable or not permitted to determine the disposition or custody of the vehicle.
- B. Qualifying Wrecker Services will submit an application to the Dallas Police Department. The wreckers selected for the rotation list will be selected from the applications received. If selected, the Wrecker Services will be on the rotation list for two (2) years and will have to pay a privilege fee of fifty (50) dollars per year. The privilege fee will be due by January 31st of each year.
- C. There will be a maximum of four (4) Wrecker Services selected to be put onto the rotation list. If a Wrecker Service selected to be on the rotation list, voluntarily drops off of the list or is removed by the Town of Dallas, the Town of Dallas will decide, at that time, if the vacant rotation position will be filled. If the vacant rotation position is filled, it will be filled by the next qualifying wrecker service from the original applications received.
- D. This Agreement Policy is made as a condition of the Wrecker Service's continued listing on the departments "Rotation Wrecker List". Placement on the Rotation Wrecker List shall be a privilege granted by the department, revocable upon failure to comply with any requirements contained herein. The wrecker services on this list will be called on a rotating basis in cases where no preference is expressed by the owner or operator.
- E. A Wrecker Service must meet all the applicable conditions prior to being placed on the Rotation List, and must continue to meet all applicable conditions to remain on the list. Eligibility for placement on the rotation list shall be determined by the Chief of Police.
- F. A Wrecker Service must be fully insured and bonded against claims of liability for loss or damage resulting from the removal (towing) and or storage of vehicles under this policy **as well as show proof of worker's compensation insurance.** In addition the Wrecker Service shall have "garage keepers" insurance covering damages from theft, fire, windstorm and explosions. Proof of coverage shall be filed with the Dallas Police Department prior to the wrecker company being placed on the Rotation Wrecker List.
- G. Wrecker Services will be inspected by the Chief of Police or his designee, prior to placement on the Rotation List and periodically thereafter to insure continued compliance with established requirements.
- H. Prior to placement on Rotation List a wrecker company must execute a document indemnifying the Town of Dallas, and setting forth that the services are provided as independent contractors and not as an agent of the Dallas Police Department or Town of Dallas.
- I. Adherence to the following conditions shall be a condition of continued listing on the police departments Rotation Wrecker List:
1. The Wrecker Service must be located within Six (6) miles of 131 N. Gaston St., Dallas NC.
 2. The Wrecker Service must have been in business for one year prior to the date they start on rotation.

3. The Wrecker Service must maintain Two (2) or more serviceable tow trucks at all times.
4. The wrecker service must provide information showing that all drivers are properly licensed and covered under the proper insurance of said wrecker service. It is the responsibility of the Wrecker Service to keep The Dallas Police Department informed of any personnel changes. The Dallas Police Department reserves the right to periodically inspect the driver's license status of wrecker drivers as we see fit.
5. Wrecker Services shall operate in a manner so as to be available for calls on a 24 hour per day, seven days per week basis. When a Wrecker Service is unable to respond to a police request, that wrecker will be placed at the bottom of the rotation list and the next available company called. The second instance of a company being unavailable shall be grounds for suspension from the Rotation Wrecker list.
6. The Wrecker Service must be able to respond to calls within the Town limits of Dallas within 20 minutes of being called. Extended arrival times will be taken into consideration in the event of inclement weather or heavy traffic due to "rush hour", or traffic as a result of the accident.
7. Wrecker Services shall respond to rotation calls for its service only. Should a Wrecker Service determine that additional assistance is necessary they will be responsible for that help
8. A Wrecker Service found to be "Running wrecks" (arriving at scene of wrecks when not dispatched by The Dallas Police Department or called by the vehicle's owner) shall be subject to suspension or dismissal from the rotation list.
9. Vehicle's and tow equipment utilized by the Wrecker Services must be adequate to perform towing services in a satisfactory manner, and must conform to all applicable safety regulations and the following equipment must be available to the Wrecker Service when responding to a rotation call;
 - A. Shovel and/or Broom
 - B. Fire Extinguisher
 - C. Dollies
 - D. Container to dispose of debris
10. **The Wrecker Service shall be responsible and liable for any damage to any property or vehicle of the Town of Dallas or any other third party once said property or vehicle is placed in tow, hooked up or in the course of placing a vehicle in tow or hooked up to the wrecker and/or stored on the wrecker services property.**
11. The Wrecker Service shall be responsible for clearing of the debris at an accident scene. If there is more than one Rotation Wrecker called to the scene, each shall be held equally responsible for clearing the roadway.
12. If a wrecker is summoned to a rotation call, and upon arriving at the scene is not utilized due to the instruction by Police Personnel, the wrecker company shall be returned to the top of the rotation list.
13. A Wrecker Service shall make no repairs or cause any repairs to any towed or stored vehicle without authorization from the owner.
14. Wrecker Services shall maintain a safe, secure location for the storage of vehicles and their contents. Storage locations must be designed in a manner rendering towed/stored vehicles from being accessible by the general public.
15. Wrecker Services shall be available twenty four (24) hours per day, seven days per week to release vehicles to owners or other persons authorized by The Dallas Police Department.
16. The Wrecker Service shall have adequate signs indicating their location. Operating hours of the

business and an afterhours phone number shall be posted in such a manner that persons wishing to claim a vehicle can make contact.

17. Wrecker Services will maintain a log of vehicles towed or stored as a result of a rotation call. Each wrecker company will submit to the police department, on a monthly basis, a list of all unclaimed vehicle's that remain in the company's custody as a result of the rotation wrecker call.
- H. The maximum charge for towing vehicles when called from the rotation wrecker list shall be Eighty (80) dollars. The Eighty (80) dollar fee covers the towing of a vehicle to any location within a Ten (10) mile radius of 131 N. Gaston St., Dallas NC. The maximum charge for storage of said vehicle is Twenty Five (25) dollars per 24 hour period. (If a car is picked up within 24 hours from the time towed, the charge will be for one (1) day of storage). These maximum charges do not apply to "owner's request" calls that are made to wrecker services that are on the rotation wrecker list. Calls that are "owner's request" will not affect the rotation order of the list.
- I. Wrecker Services responding as a rotation wrecker will charge fees for tow and storage services consistent with the above maximum fee schedule. Any fees in addition to those rates must reflect only "reasonable and necessary" cost. Sustained complaints of excessive charges shall be grounds for dismissal from the rotation list.
- J. All wrecker fees will be determined at time of service. Fees charged for towing and storage will be indicated on all towing receipts.
- K. No fees may be charged for a wrecker that is summoned as a second or assisting wrecker, and is not utilized after arrival on the scene.
- L. The Wrecker Service will provide, upon request from the department an itemized bill for any rotation call in question.
- M. When in the best interest of the department a Wrecker Service other than the next company on the rotation list may be utilized.
- N. In addition to the conditions provided herein, Wrecker Services on the rotation list shall adhere to all other applicable laws and regulations.
- O. Complaints pertaining to the rotation wrecker system shall be filed with the Chief of Police. All complaints will be thoroughly investigated.
- P. Appeals from decisions of the Chief of Police, shall be filed with the Town Manager. All appeals will be heard first by the Town Manager, and then, if still unsatisfactory to the appellant, by the Board of Aldermen with recommendations of the Police Committee.
- Q. It shall be the responsibility of the Police Department to recommend to the Board of Alderman amendments and/or additions to this Agreement Policy when considered necessary for the efficient and effective operations of the rotation wrecker system.

The Town of Dallas does not endorse or promote any wrecker service, be it on the rotation list or not. The Town of Dallas will not be held liable for any damage, theft, or other claims that may arise as a result of a vehicle being towed or stored.

The Town of Dallas reserves the right to change any part or all of this policy with 30 days' notice. This policy being put into effect, this the

Resolution To Set Damage Deposit for Civic Center Building Use.

Whereas, The Town of Dallas owns and maintains the Civic Center Building and makes same available for rent to both in-Town residents and non-residents for events and community gatherings; and,

Whereas, Fees for such rental have been established, but there is currently no requirement that users provide a refundable cleaning and damage deposit, in advance, in order to assure that the premises are left in a clean, orderly and undamaged state; and,

Whereas, The Town now finds it both necessary and appropriate to establish the requirement that renter-users of the Civic Center Building remit a \$100.00 damage/cleaning deposit, in advance of rental and use, to be fully refundable upon inspection by Town personnel following use if the premises are left in an acceptably clean, orderly and undamaged state approximately similar in condition to that in existence immediately preceding the permitted use.

Now Therefore Be It Resolved, By the affirmative vote of the Board of Aldermen of the Town of Dallas, That: The Town of Dallas Schedule of Fees and Charges shall hereafter be amended to reflect the requirement that renter-users of the Civic Center Building shall remit a \$100.00 damage and cleaning deposit, in advance of rental and use, and that same shall be refundable only upon inspection by Town personnel following use and that only in the event that the premises are left in an acceptably clean, orderly, and undamaged state approximately similar in condition to that existing prior to use. Damages to the premises, and/or failure to clean and remove debris from the premises will result in forfeiture of the deposit.

Adopted This ____ Day Of February, 2013.

ATTEST:

TOWN OF DALLAS:

Maria Stroupe, Town Clerk

By: _____
Rick Coleman, Mayor

Phase I Waterline Construction Project

(February 11, 2013 Bid Opening)

RESULTS:**Bidder :****Bid:**

1. Advanced Development Concepts:	\$1,221,971.26
2. Pioneer Utilities & Plumbing:	\$1,539,747.02
3. Double R Utilities:	\$1,256,012.41
4. Clark Ledbetter Grading:	\$ 979,483.02
5. Concord Builders:	\$1,460,109.95
6. State Utility Contractors:	\$1,581,190.23
7. Ramy Inc.:	\$1,515,799.05
8. Buckeye Construction:	\$1,586,700.56
9. Sanders Utility Construction:	\$1,629,464.41
Engineer's Estimate:	\$1,154,800.00
Low Apparent Bidder: (Clark Ledbetter)	\$ 979,483.02
+Above/-Below Estimate:	- \$ 175,316.98

