

**Town of Dallas**  
**Agenda**  
**February 11, 2020**  
**6:00 PM**  
**BOARD OF ALDERMEN**  
**Rick Coleman, Mayor**

**Allen Huggins**

**Darlene Morrow**

**Stacey Thomas**

**Jerry Cearley, Mayor Pro-Tem**

**E. Hoyle Withers**

<u>ITEM</u>	<u>SUBJECT</u>	<u>Page</u>
<b>1.</b>	<b>Invocation and Pledge of Allegiance to the Flag</b>	
<b>2.</b>	<b>Approval of Agenda with Additions Or Deletions</b>	
<b>3.</b>	<b>Approval of Minutes</b>	
	A. January 14 <sup>th</sup> Regular Meeting and January 28 <sup>th</sup> Work Session	2
<b>4.</b>	<b>Recognition of Citizens: Time set by Mayor</b>	
	A. Carr Elementary School Students of the Month	
	B. Dr. Rebekah Duncan – Carr Elementary School Updates	
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<b>10.</b>	<b>Closed Session:</b>	

**TOWN OF DALLAS  
MINUTES FOR BOARD OF ALDERMEN MEETING  
JANUARY 14, 2020  
6:00 PM**

The following elected officials were present: Mayor Coleman, Alderwoman Thomas, Alderman Huggins, Alderman Withers, Alderwoman Morrow, and Alderman Cearley.

The following staff members were present: Maria Stroupe, Town Manager; Tom Hunn, Town Attorney; Chris Burgess, Police Sgt. Detective; Jonathan Newton, Finance Director; Allen Scott, Police Chief; Doug Huffman, Electric Director; Garrett Lowery, Recreation Director; Earl Withers III, Fire Chief; Bill Trudnak, Public Works Director, and Tiffany Faro, Development Services Director. Da'Sha Leach, Town Clerk was absent.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. He welcomed everyone to the meeting and read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda as presented, seconded by Alderwoman Morrow, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from December 10<sup>th</sup>, 2019 Regular Meeting, seconded by Alderman Cearley, and carried unanimously.

**Recognition of Citizens:**

Carr School's ***Student of the Month (December)*** per Grade presented by the principal Dr. Duncan:

Kindergarten – Jackson Williams	First Grade – Liam Heavner	Second Grade – Jackson Weston
Third Grade – Niyah Richardson	Fourth Grade – Madelyn Harrington	Fifth Grade – Christian Kratzer

All of the students were presented with a certificate. Everyone applauded to congratulate them on the accomplishment.

Frank Milton, 518 E. Carpenter St., He expressed concerns about illegal dumping and a stray cat problem in the neighborhood. Would like assistance regarding these issues.

Fred Cloninger, 405 S. Maple St., He expressed his concerns for elderly and handicap access to the Dallas Dennis Franklin Gym and would like to Town to look into upfitting for them.

Brenda Wells, Humphrey's Chapel Member., She thanked the police department for watching over their church since they have installed a light on the property.

Curtis Wilson, 438 S. Gaston St., He prayed over the Community.

**Consent Agenda: NONE**

**Public Hearings:**

**Item 6A** was a Public Hearing on Text Amendments-Transitions to Conditional Zoning. Alderwoman Thomas made a motion to enter into a public hearing, seconded by Alderman Cearly and carried unanimously. In situations where a particular use may be considered, but is not allowable strictly "by right", our current ordinance allows for property owners to apply for a Conditional Use Permit. These permits are only allowed within a Parallel Conditional Use district, which requires the applicant to pursue both a rezoning (legislative decision) and then a Conditional Use Permit (quasi-judicial decision). This can lead to a complicated process for applicants, and a complex challenge for both our Planning Board and our Board of Aldermen.

**Public Hearings Item 6A continued.....:**

Generally, with rezoning decisions, it is allowable to discuss or offer opinions on whether or not an area should be able to be used for a certain type of development, but in these cases, any discussion related to the proposed use has to be evidence-based and part of a hearing. In order to simplify this process for everyone and allow more discretion and control over zoning decisions within Town limits, Staff is requesting the Board's consideration of a transition to a newer allowable option: Conditional Zoning. Across the state, conditional zoning is proving to be very popular with elected officials, landowners, and many neighbors because it allows zoning to be tailored more carefully to a particular situation. In some of the state's larger cities, 80 to 90 percent of the rezoning use conditional zoning. In addition, updates to the NC General Statutes regarding land use will make the current process obsolete effective next year. Mayor Coleman asked if anyone in the audience had any questions or comments. No response from the audience. Alderwoman Morrow made a motion to exit the public hearing, seconded by Alderman Huggins, and carried unanimously. Alderman Thomas made a motion to approve the Text Amendments-Transitions to Conditional Zoning with the consistency statement, seconded by Alderman Cearley, and carried unanimously. (Exhibit A)

**Item 6B** was a Public Hearing Text Amendment-Street and Traffic Standards Policy. Alderman Withers made a motion to enter into the public hearing, seconded by Alderman Cearley, and carried unanimously. The need to update and adopt the standard street details and traffic standards was identified as the Town began exploring increased (and denser) development- both for residential and commercial properties. In speaking with neighboring municipalities, increased density (especially residential) also results in increased congestion and on-street parking-which can sometimes lead to inaccessible residential roadways for school busses, public safety vehicles, etc. In addition to this, residential and commercial growth also creates an increase in vehicular traffic that can impact both residents and visitors. Many municipalities within Gaston County (and Gaston County itself) have begun requiring a Traffic Impact Analysis (TIA) for developments that generate over a certain # of trips per day in increased volume along access roads. In an effort to plan ahead for the growth coming to Dallas and offer transparency for developers, Staff recommended the implementation of a Street and Traffic Standards Policy that would address the topics above. The policy would clearly illustrate and outline the Town's requirements and vision for the future growth and infrastructure and allow developers to understand what our requirements are upfront. Mayor Coleman asked if anyone in the audience had a question or comment. An audience member asked when this change would go into effect. The Mayor responded upon approval of the amendment. Alderman Withers made a motion to exit the public hearing, seconded by Alderwoman Morrow, and carried unanimously. Alderwoman Thomas made a motion to approve the Text Amendment-Street and Traffic Standards Policy with the consistency statement, seconded by Alderman Withers, and carried unanimously. (Exhibit B)

**Old Business: NONE**

**New Business:**

**Item 8A** was a presentation of FY2019 Audit-Lowdermilk Church. Auditor Ms. Carol Avery from Lowdermilk Church & Co., LLP presented the Fiscal Year 2018-2019 Independent Auditors' Report. The Board was given the audit packet to review. Alderman Withers made a motion to accept the audit as presented, seconded by Alderwoman Morrow, and carried unanimously.

**Item 8B** was a Special Events Request-Off the Streets Program. Ms. Sharon Funderburk, representing Off the Streets Program, Inc., is requesting to hold a Bike Show in Downtown Dallas on Saturday, June 6, 2020 to promote the program. The event would be held from 10:00 am – 1:00 pm. A revised application, that satisfied all of the questions previously asked by Staff was received on January 2<sup>nd</sup>, 2020. Alderwoman Thomas made a motion to approve, seconded by Alderman Cearley, and carried unanimously. (Exhibit C)

**Item 8C** was an Offer to Purchase Town-owned Land. Kent Olson of Development Solutions Group, LLC has submitted an offer to purchase Town-owned land off of Briarwood Drive to include PIDs 133142; 172182; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490. The land consists of 12.1 acres, and has a combined tax value of \$63,500. The submitted offer is for \$30,000 plus improvements— contingent on conditional zoning approval of overall development plans (single family attached housing) and a favorable report from Gaston County Watershed & Floodplain Department. The improvements included in the offer are the construction of a creek crossing as required to make Briarwood Drive connection, the construction a walking trail connection to Jagers Park, and the utilization of fiber cement siding with brick &/or stone accents on the front elevations of all proposed dwelling units at the purchaser's expense. (Approx. Construction Cost = \$325,000+). Development Services has communicated with the Public Works, Electric, Police, and Fire Departments, who are all in support of a connection at Briarwood Drive to better support additional development in this area. This road connection would not only provide better north-south access for emergency services and other motorists, but it would also allow for our electric department to establish an alternate or two-way feed to restore power more quickly, and possibly re-route power if an incident occurred along Gaston St/ Old Dallas Hwy. The installation of trail in this location is also supported by Staff and likely consistent with recommendations to be included in the Town's Bike Ped Plan (currently in progress). Alderman Withers made a motion to move this item to the work session to January 28<sup>th</sup>, 2020 for further discussion, seconded by Alderwoman Morrow and carried unanimously. (Exhibit D)

**Item 8D** was the Vision Statement for the Town of Dallas. In conjunction with the North Carolina Department of Commerce Main Street and Rural Planning Center, work has continued toward refining the goals set by the Board of Aldermen. The next steps in the process are to formally adopt a Town of Dallas Vision Statement and to form a citizen committee to be involved in moving Dallas toward the Downtown Associate Program and eventually application to be a Main Street Community. The proposed vision statement that encapsulates what Dallas has to offer, as well as a defining and forward-looking view of what Dallas can become says "***Dallas, 1006 miles east of the other Dallas, is a small town in North Carolina BIG on preservation of quality of life. It's a place where folks gather at the Town Square for celebrations and experiencing a variety of cultural offerings from local music, artisans, and a museum to authentic shopping and dining. This Dallas is the hub for recreational activities, yet connected in proximity to Charlotte International Airport, medical facilities, colleges, and universities; making it prime for business growth and expansions due to our state-of-the-art infrastructure.***" Alderman Huggins made a motion to adopt the vision statement, seconded by Alderman Withers, and carried unanimously.

**Manager's Report and General Notices:**

- The Board is invited to the African American Museum 1-year anniversary at Loray Mill on Feb.15th, RSVP is needed.
- The Bike Ped Open House is on February 4<sup>th</sup> at the Dallas Courthouse from 5:30-7:30 pm.
- The Storm Audit Report came in and Staff will be reviewing to respond according, the Board will be updated.
- A flyer was given to the Board for an upcoming Stormwater class on Feb. 26<sup>th</sup>.
- The improvements to the Collection area at Town Hall will start February 17<sup>th</sup> and it will follow ADA compliance.
- The Police vehicles have been delivered and is awaiting stripping and equipment.
- The Bank is still in processing to open, Sammy's Restaurant is projected to start construction this week—depending on weather, and the Dallas Entrance Signs still in processing with the Engineer.
- MLK lunch on Monday, January 20<sup>th</sup> at the Dallas Courthouse, catered by Country Kitchen.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Withers, and carried unanimously. **(7:30)**

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Rick Coleman, Mayor

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Da'Sha Leach, Town Clerk

**TOWN OF DALLAS  
MINUTES FOR BOARD OF ALDERMEN MEETING  
JANUARY 28, 2020  
5:00 PM**

The following elected officials were present: Mayor Coleman, Alderman Cearley, Alderwoman Thomas, Alderman Withers, Alderman Huggins, and Alderwoman Morrow.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Tiffany Faro, Development Services Director; Garrett Lowery, Recreation Director; Robert Walls, Police Captain; Bill Trudnak, Public Works Director; Doug Huffman, Electric Director; Allen Scott, Police Chief and Matt Kannup, Assistant Fire Chief. Earl Withers III, Fire Chief and Jonathan Newton, Finance Director were absent.

Mayor Coleman called the meeting to order at 5:00 pm. He opened with the Pledge of Allegiance to the Flag. He asked if there were any additions or deletions to amend the agenda. Alderwoman Morrow made a motion to approve the agenda with an addition to discuss Proclamations, seconded by Alderman Huggins, and carried unanimously.

**New Business:**

**Item 3A** was discussion on Offer to Purchase Town-Owned Property. Kent Olson of Development Solutions Group, LLC has submitted an offer to purchase Town-owned land off of Briarwood Drive to include PIDs 133142; 172182; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490. The land consists of 12.1 acres, and has a combined tax value of \$63,500. The submitted offer is for \$30,000 plus improvements— contingent on conditional zoning approval of overall development plans (single family attached housing) and a favorable report from Gaston County Watershed & Floodplain Department. The improvements included in the offer are the construction of a creek crossing as required to make Briarwood Drive connection, the construction a walking trail connection to Jagers Park, and the utilization of fiber cement siding with brick &/or stone accents on the front elevations of all proposed dwelling units at the purchaser's expense (Approx. Construction Cost = \$325,000+). Development Services has communicated with the Public Works, Electric, Police, and Fire Departments, who are all in support of a connection at Briarwood Drive to better support additional development in this area. This road connection would not only provide better north-south access for emergency services and other motorists, but it would also allow for our electric department to establish an alternate or two-way feed to restore power more quickly, and possibly re-route power if an incident occurred along Gaston St/ Old Dallas Hwy. The installation of trail in this location is also supported by Staff and likely consistent with recommendations to be included in the Town's Bike Ped Plan (currently in progress). This item on the February 11<sup>th</sup>, 2020 agenda. (Exhibit A)

**Item 3B** was a discussion on Spencer Mountain Village. The Town of Dallas annexed phase one of the Spencer Mountain Subdivision and this consists of approximately 193 homes that are considered to be inside the Town of Dallas city limits. The rest of the subdivision phases were annexed by the City of Gastonia with the projection of over 600 homes. During the election process, it was noted that many residents in the Spencer Mountain Subdivision had challenges with their voting precinct and was unable to vote. The residents also are confused about their service providers, and some assume they live in the Town of Dallas city limits. The City of Gastonia has two additional subdivisions in Dallas: Long Creek Subdivision and Apple Creek. The Board discussed and directed Staff to set up a meeting with the Post Office to inquire about changing the addresses. (Exhibit B)

**Item 3C** was a discussion on Emergency Sewer Interconnect. Mayor Coleman requested an update concerning the Emergency Sewer Interconnect with Gastonia. Mike Bynum, Planning & Research Manager, with Two Rivers Utilities emailed an outline of where the project stands from their point of view, given in the agenda packet. The communication between the municipalities has been consistent and is progressing along. Staff presented additional information about various meetings and progress in the project. The Board consensus was to keep this item on the agenda to keep up with the progress. (Exhibit C)

**Item 3D** was a discussion on a Storm Water Audit Update. Staff gave an update on the Storm Water Audit Report and the actions to move forward. A proposal letter was given for the action that will need to be taken regarding the audit. The Board gave consensus to move forward with the proposed letter. There will be a resolution for compliance on the February 1th 2020 agenda. (Exhibit D)

**Item 3E** was a discussion on Public Parking on S. Gaston St. Alderman Huggins requested a discussion concerning public parking in front of the gate to the cemetery at Holy Communion Lutheran Church. The cemetery entrance has two parking spaces in front of it. In the current state, if someone goes in they could be blocked in if the parking spaces become occupied. Staff spoke with NCDOT and they advised that the Town could black out of stripe three spaces to make the cemetery entrance accessible. Town Staff believes that only two spaces will need to be blacked or striped. The Board gave consensus to Staff to implement to stripe or black out two parking spaces. (Exhibit E)

**Item 3F** was a discussion on Proclamations. Alderwoman Thomas wanted to know what the policy was on proclamations. The Town does not have a policy on Proclamations. Ms. Thomas submitted a request for a Proclamation with a Feb 3<sup>rd</sup> deadline by email. The Town Manager noted this proclamation can be approved at the next board meeting. This item will be on the February 11<sup>th</sup> 2020 agenda.

**Manager's Report and General Notices:**

-Gave more information on the upcoming class on February 26<sup>th</sup>.

Alderwoman Morrow made a motion to adjourn, seconded by Alderwoman Thomas, and carried unanimously. **(6:34)**

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Rick Coleman, Mayor

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Da'Sha Leach, Town Clerk

**From:** Coleman Montgomery [mailto:[cmontgomery@gastontalks.com](mailto:cmontgomery@gastontalks.com)]  
**Sent:** Wednesday, January 22, 2020 11:27 PM  
**To:** T Faro <[tfaro@dallasnc.net](mailto:tfaro@dallasnc.net)>  
**Subject:** Trade Street Camera

There is a local business that may be looking to put a live camera on their building. Similar to the one that [Belmont](#) has.

Is there any ordinance that says that is not allowed? Do they need to apply for any permits? Can you point me in the right direction?

Best,



**Coleman Montgomery** Founder at Gaston Talks

P: 704-860-9461 E: [cmontgomery@gastontalks.com](mailto:cmontgomery@gastontalks.com)  
P.O. Box 931 Dallas N.C. 28034  
[www.gastontalks.com](http://www.gastontalks.com)



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On Thu, Jan 23, 2020 at 9:09 AM T Faro <[tfaro@dallasnc.net](mailto:tfaro@dallasnc.net)> wrote:

Good Morning Coleman,

Can you please ask the local business to reach out to me directly so that we can discuss exactly what they are looking to do, and their goals, so that I can guide them in the right direction?

Thank you,

Tiffany Faro, CZO, CPD

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**From:** Coleman Montgomery [mailto:[cmontgomery@gastontalks.com](mailto:cmontgomery@gastontalks.com)]  
**Sent:** Thursday, January 23, 2020 8:37 PM  
**To:** T Faro <[tfaro@dallasnc.net](mailto:tfaro@dallasnc.net)>  
**Subject:** Re: Trade Street Camera

Tiffany,

What would you think about the town doing this? It can attract tourism, as well as show off our amazing town. I have a quote gathered for as well as the requirements. Could I present this to the board at the February meeting? How can I get this on the agenda?

Thanks so much!

Best,

**From:** T Faro [mailto:tfaro@dallasnc.net]  
**Sent:** Friday, January 24, 2020 8:21 AM  
**To:** 'Coleman Montgomery' <cmontgomery@gastontalks.com>  
**Cc:** 'Maria Stroupe' <mstroupe@dallasnc.net>  
**Subject:** RE: Trade Street Camera

Good Morning Coleman,

I am always open to ideas of ways to attract tourism/visitors to Town, but just need to be able to look at all of the details on our end before making a recommendation.

If there is any information you can send us ahead of time about this idea and/or a proposed location, that would help us get a better understanding of what all would be involved as well.

I am forwarding your request to get on the February agenda to Maria. If there is a local business exploring this possibility, it would be a good idea to have them plan to accompany you at the Board Meeting- just let us know who else to add.

Tiffany Faro, CZO, CPD



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: ABC Officer Designation

AGENDA ITEM NO. 5A

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

N.C.G.S. §18B-904(f) states “Local Government Objections. - The governing body of a city or county may designate an official of the city or county, by name or by position, to make recommendations concerning the suitability of a person or of a location for an ABC permit. The governing body of a city or county shall notify the Commission of an official designated under this subsection. An official designated under this subsection shall be allowed to testify at a contested case hearing in which the suitability of a person or of a location for an ABC permit is an issue without further qualification or authorization”.

Dallas first designated **Captain** Robert Allen Scott as the ABC Officer. Upon his promotion to Chief of Police, this duty fell to Captain Rob Walls, but the designation was not changed. In order to provide the correct designation to the NC Alcohol Beverage Control Commission, a resolution is attached that will designate the position of Police Captain as Dallas’s ABC Officer. This correction will correct an oversight and will eliminate the need to update the designation each time the person in the position changes, as the duty follows the position and not a specific person.

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MANAGER RECOMMENDATION: Approve the resolution designating the position of Police Captain as the Town of Dallas’ ABC Officer.

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BOARD ACTION TAKEN:

North Carolina  
Alcohol Beverage Control Commission  
919-779-0700

3322 Garner Rd.  
Raleigh NC 27610

Mail Center: 4307 Mail Service Center  
Raleigh NC 27699-4307

RESOLUTION OF THE TOWN OF DALLAS, COUNTY OF GASTON,  
REGARDING THE DESIGNATION OF AN OFFICIAL TO MAKE  
RECOMMENDATIONS TO THE NORTH CAROLINA ALCOHOLIC  
BEVERAGE CONTROL COMMISSION ON ABC PERMIT  
APPLICATIONS

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WHEREAS G.S.18B-904(f) authorizes a governing body to designate an official by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits and

WHEREAS the Town of Dallas, County of Gaston, wishes to notify the NC ABC Commission of its designation as required by G.S. 18B-904(f);

BE IT THEREFORE RESOLVED that CAPTAIN ROBERT ALLEN SCOTT, is hereby designated of the Town of Dallas, County of Gaston, regarding the suitability of persons and and locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED THAT notices to the Town of Dallas, County of Gaston, should be mailed or delivered to the official designated above or at the following address:

Mailing Address: Dallas Police Department  
207 W. Church St.  
Dallas NC 28034  
704-922-3131

This the 14<sup>th</sup> day of August, 20 12

Rick Coleman  
Mayor/Chairman

Sworn to and subscribed before me this the 14<sup>th</sup> day of August, 20 12

Maria Stroup  
Clerk



Resolution of the Town of Dallas, County of Gaston, Regarding the Designation of an Official to Make Recommendations to the North Carolina Alcoholic Beverage Control Commission on ABC Permit Applications

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**WHEREAS**, G.S. §18B-904(f) authorizes a governing body to designate an official by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

**WHEREAS**, the Town of Dallas, County of Gaston, wishes to notify the NC ABC Commission of its designation as required by G.S. §18B-904(f); and

**BE IT THEREFORE RESOLVED** that the Town of Dallas POLICE CAPTAIN is hereby designated by the Town of Dallas, County of Gaston, regarding the suitability of persons and locations for ABC permits within its jurisdiction.

**BE IT FURTHER RESOLVED THAT** notices to the Town of Dallas, County of Gaston, should be mailed or delivered to the official designated above at the following address:

Mailing Address: Dallas Police Department  
Attn.: Captain  
207 W. Church St.  
Dallas, NC 28034  
704-922-3131

Adopted this the 11<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Rick Coleman, Mayor

Attested by:

\_\_\_\_\_  
Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Stormwater Compliance Resolution

AGENDA ITEM NO. 5B

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

The Town underwent an audit in December on our Stormwater program. The audit findings were sent back on January 10<sup>th</sup>. As part of the compliance with the audit findings, the Board of Aldermen must pass a resolution acknowledging receipt of the audit report and the Town's intent to comply.

Attached is the resolution that will be sent to NC Department of Environmental Quality (DEQ), upon approval.

This item was discussed at the January 28<sup>th</sup> Work Session.

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MANAGER RECOMMENDATION: Approve the resolution acknowledging receipt of the stormwater audit report and the Town's intent to comply, as presented.

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BOARD ACTION TAKEN:

Resolution Affirming the Town of Dallas' Board of Aldermen's Support Regarding Implementation of a Compliant NPDES MS4 Stormwater Program

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**A RESOLUTION** to develop and implement a compliant stormwater management program that meets the requirements of the Town of Dallas' National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit number NCS000393 to discharge stormwater, inclusive of the required Stormwater Management Plan to be prepared by the Town of Dallas and approved by the North Carolina Department of Environmental Quality.

**WHEREAS**, Section 402(p) of the federal Clean Water Act requires NPDES permits for stormwater discharges from municipal separate storm sewer systems; and

**WHEREAS**, in North Carolina, NPDES Permits are issued by the North Carolina Department of Environmental Quality; and

**WHEREAS**, the North Carolina Department of Environmental Quality issued the Town of Dallas its third NPDES MS4 Permit for discharge of stormwater on February 20, 2017; and

**WHEREAS**, the Town of Dallas was issued Notice of Violation number NOV-2019-PC-0778 on January 10, 2020 for non-compliance with the issued NPDES MS4 Permit; and

**WHEREAS**, the Town of Dallas acknowledges the specific Notice of Violation requirement to obtain a new individual NPDES MS4 Permit; and

**WHEREAS**, the Town of Dallas acknowledges the specific Notice of Violation requirement to conduct a self-audit of permit compliance for the balance of permit requirements not specifically audited by the North Carolina Department of Environmental Quality, and to develop a draft Stormwater Management Plan to comply with Section 402(p)(3)(B)(iii) of the Clean Water Act, 40 CFR 122.34(b) and NPDES MS4 Permit requirements, and to submit its draft Stormwater Management Plan to the North Carolina Department of Environmental Quality no later than May 9, 2020 for review and approval; and

**WHEREAS**, the Town of Dallas acknowledges the specific Notice of Violation requirement to adopt a Board Resolution to implement a compliant and enforceable stormwater management program as defined by both the NPDES MS4 Permit number NCS000393 and the required new Stormwater Management Plan, and said resolution is to be submitted to the North Carolina Department of Environmental Quality no later than March 9, 2020; and

**WHEREAS**, the Town of Dallas acknowledges the requirement to provide adequate funding and staffing to implement a Stormwater Management Program that complies with its NPDES MS4 Permit and approved Stormwater Management Plan; and

**WHEREAS**, the Town of Dallas acknowledges that North Carolina Department of Environmental Quality enforcement action and penalties could result from non-compliance with the specific requirements in Notice of Violation number NOV-2019-PC-0778; and

**WHEREAS**, the Town of Dallas acknowledges that any North Carolina Department of Environmental Quality enforcement action and penalties may not prohibit the U.S. Environmental Protection Agency from taking its own enforcement action for non-compliance with the issued NPDES MS4 Permit.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Aldermen of the Town of Dallas hereby affirms its support for development and implementation of a compliant NPDES MS4 Stormwater Program.

Adopted this the 11<sup>th</sup> day of February, 2020.

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Rick Coleman, Mayor

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Maria Stroue, Town Manager

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Bill Trudnak, Stormwater Administrator

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Da'Sha Leach, Town Clerk

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# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Black History Month Proclamation

AGENDA ITEM NO. 5C

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Black History Month, or National African American History Month, is an annual celebration of achievements by black Americans and a time for recognizing the central role of African Americans in U.S. history. The event grew out of "Negro History Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history." Since 1976, every U.S. president has officially designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

A resolution is attached recognizing February as Black History Month.

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MANAGER RECOMMENDATION: Approve the proclamation designating February as Black History Month

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BOARD ACTION TAKEN:

## Proclamation of Black History Month 2020

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**WHEREAS**, throughout the month of February, Black History Month with the theme of "*African Americans And The Vote*", will be observed in our State and Nation as a tangible way of encouraging all citizens to learn about and appreciate the contributions of African Americans and their impact on our past, present, and future; and

**WHEREAS**, African Americans have contributed to the rich fabric and diversity of our State and Nation and have made significant strides in civil rights, law, medicine, technology, business, food, music, literature, education, sports, entertainment, journalism and the arts; and

**WHEREAS**, arriving in bondage, but persevering toward freedom, African Americans helped build North Carolina and craft its unique character; and

**WHEREAS**, African American legends such as writer Maya Angelou, freedom fighter Harriet Jacobs, educator Dr. Charlotte Hawkins Brown, scholar John Hope Franklin, sport hero Michael Jordan, artist Romare Bearden, and musicians John Coltrane and Thelonious Monk went from being citizens of North Carolina to citizens of the world; and

**WHEREAS**, North Carolina's African American history is celebrated and studied at State Historic sites such as Historic Edenton, Charlotte Hawkins Brown Museum, Somerset Place, Historic Stagville, Reed Gold Mine, Tryon Palace Historic Sites & Gardens, Roanoke Island Festival Park, and the N.C. Transportation Museum; and

**WHEREAS**, Black History Month pays tribute to and recognizes the numerous outstanding accomplishments, past and present, that African Americans make to our community, state, nation, and the world;

**WHEREAS**, the year 2020 marks the sesquicentennial of the Fifteenth Amendment (1870) and the right of black men to the ballot after the Civil War; and

**WHEREAS**, the year 2020 also marks the fifty-fifth anniversary of the Voting Rights Act (1965).

**NOW, THEREFORE**, the Town of Dallas Board of Aldermen, as adopted this the 11<sup>th</sup> day of February 2020, do hereby proclaim February 2020 as "BLACK HISTORY MONTH" and call upon the citizens of Dallas to observe and commemorate Black History Month as we celebrate the accomplishments and contributions of African Americans.

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Rick Coleman, Mayor

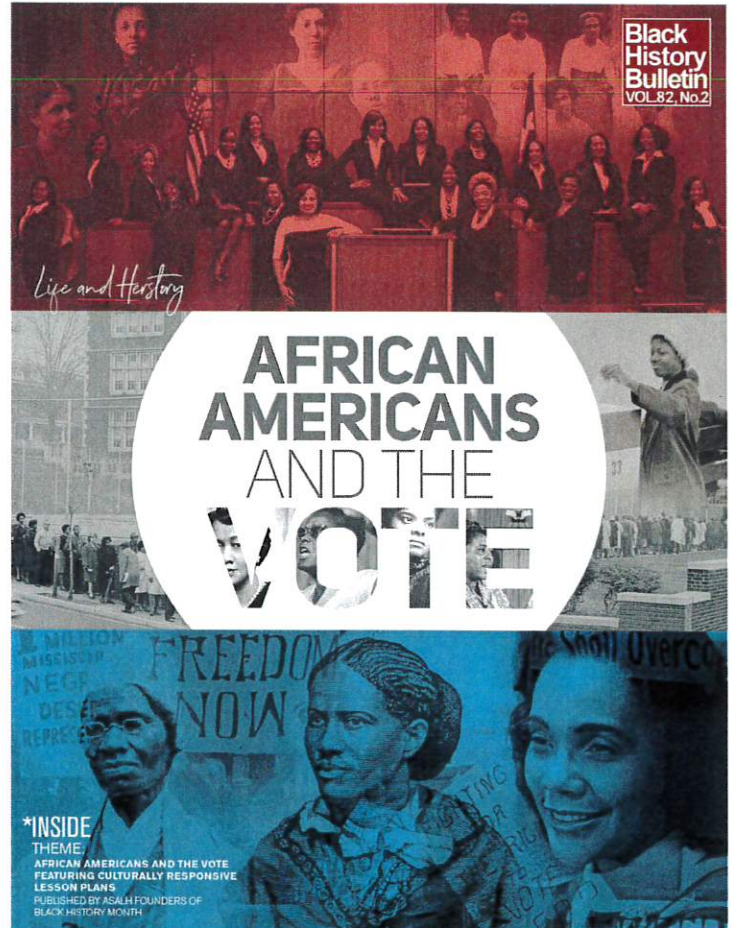
ATTESTED:

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Da'Sha Leach, Town Clerk

# ASALH ANNOUNCES 2020 BLACK HISTORY THEME: AFRICAN AMERICANS AND THE VOTE

The year 2020 marks the centennial of the Nineteenth Amendment and the culmination of the women's suffrage movement. The year 2020 also marks the sesquicentennial of the Fifteenth Amendment (1870) and the right of black men to the ballot after the Civil War. The theme speaks, therefore, to the ongoing struggle on the part of both black men and black women for the right to vote. This theme has a rich and long history, which begins at the turn of the nineteenth century, i.e., in the era of the Early Republic, with the states' passage of laws that democratized the vote for white men while disfranchising free black men. Thus, even before the Civil War, black men petitioned their legislatures and the US Congress, seeking to be recognized as voters. Tensions between abolitionists and women's suffragists first surfaced in the aftermath of the Civil War, while black disfranchisement laws in the late nineteenth and early twentieth centuries undermined the guarantees in the Fourteenth and Fifteenth Amendments for the great majority of southern blacks until the Voting Rights Act of 1965. The important contribution of black suffragists occurred not only within the larger women's movement, but within the larger black voting rights movement. Through voting-rights campaigns and legal suits from the turn of the twentieth century to the mid-1960s, African Americans made their voices heard as to the importance of the vote. Indeed the fight for black voting rights continues in the courts today. The theme of the vote should also include the rise of black elected and appointed officials at the local and national levels, campaigns for equal rights legislation, as well as the role of blacks in traditional and alternative political parties.



**WWW.ASALH.ORG**



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Proclamation Honoring Browdes Bratton

AGENDA ITEM NO. 8A

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Long-time Dallas resident, Mr. Browdes Bratton, is celebrating his 90<sup>th</sup> birthday on February 12<sup>th</sup>. The family requested a proclamation from the Town that they could present to Mr. Bratton recognizing this milestone.

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MANAGER RECOMMENDATION: Approve the proclamation as presented.

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BOARD ACTION TAKEN:

Proclamation Honoring the 90<sup>th</sup> Birthday of Browdes Bratton

---

**WHEREAS**, Long-time Dallas Resident **Browdes Bratton of 523 Hoyle St.**, was born in Bessemer City, North Carolina on February 12, 1930 to Dolar and Annie Bratton. He was the ninth child out of thirteen children that they raised in Dallas. He attended Dallas Elementary along with many of his siblings. In 1958 Browdes joined the Army and served in the Vietnam War during his term; and,

**WHEREAS**, following his return from the war, he lived out of state for a few years but settled back in Dallas where he has 5 children. Mr. Bratton has many family members in the area and he is credited by his family as "giving sight to the blind" by purchasing needed glasses for family members; and,

**WHEREAS**, Browdes Bratton was employed in the Commerce Building in Gastonia for many years as an elevator operator. Also, he was a painter before retiring; and,

**WHEREAS**, Mr. Bratton joined Humphrey Chapel AME Zion Church where he is currently the eldest and a long-standing member. He formerly sang in the choir and currently serves on the Trustee Board; and,

**NOW, THEREFORE**, in honor of Mr. Bratton's 90<sup>th</sup> Birthday on February 12, 2020, the Town of Dallas, by affirmative vote of its Board of Alderman does hereby officially recognize and honor resident and veteran, **Browdes Bratton**, and extends its collective appreciation and gratitude for his service in defense of his County, as well as his years of service in his community. May he continue to serve as an inspiration to home-town virtue and citizen service for many more days to come.

Adopted this the 11<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Rick Coleman, Mayor

Attested by:

\_\_\_\_\_  
Da'Sha Leach, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Audit Contract Approval for FY2019-20 Fiscal Year

AGENDA ITEM NO. 8B

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Lowdermilk Church & Co. have conducted the past six years' audits and have completed the work professionally and in a timely manner. It is the recommendation of Staff to contract with Lowdermilk Church & Co. for the FY2019-20 annual audit. The contract outlines that they will conduct the audit for \$19,100, prepare the annual financial statements for \$4000, and assist with year-end bookkeeping for \$2500; for a combined total of \$25,600 for all services. This reflects a \$500 increase from last year's cost. For comparison, the last audit conducted by Collis and Associates for FY2012-13 cost the Town \$26,500 for the same services.

The NC Local Government Commission division of the State Treasurer's Office requires that the Town approve this contract first before submitting to their office for final approval.

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MANAGER RECOMMENDATION: Approve the proposed audit contract for FY2019-20 as presented.

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BOARD ACTION TAKEN:

**Lowdermilk Church & Co., L.L.P.**  
*Certified Public Accountants*

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121 N. Sterling Street  
Morganton, North Carolina 28655  
Phone: (828) 433-1226  
Fax: (828) 433-1230

To the Honorable Mayor and Members of  
the Board of Aldermen  
Town of Dallas  
Dallas, North Carolina

January 13, 2020

We are pleased to confirm our understanding of the services we are to provide Town of Dallas, North Carolina for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Dallas, North Carolina as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement Town of Dallas, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Dallas, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles, and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) Law Enforcement Officers' Special Separation Allowance Schedules of Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Payroll
- 4) Local Government Employees' Retirement System Schedule of the Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Dallas, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements
- 2) Budgetary Schedules
- 3) Other Schedules

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Dallas, North Carolina and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Dallas, North Carolina's financial statements. Our report will be addressed to the Honorable Mayor and members of the Board of Aldermen of Town of Dallas, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that Town of Dallas, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or any misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Dallas, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Town of Dallas, North Carolina in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the following based on information provided by you: AFIR and Unit Data Input Worksheet. These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

## Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and the financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information, of which you are aware, that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud, or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and to accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Town of Dallas, North Carolina; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lowdermilk Church & Co., L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request, and in a timely manner, to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lowdermilk Church & Co., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 21, 2020 and to issue our reports no later than October 31, 2020. Phillip E. Church is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Lowdermilk Church & Co., L.L.P.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.



Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$25,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We are required to inform you that we charge interest at a rate of 18% per annum on all invoices over 30 days old.

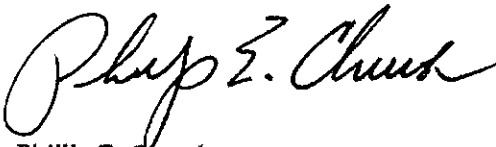
You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We are providing you with a copy of our 2018 external peer review report which accompanies this letter.

We appreciate the opportunity to be of service to Town of Dallas, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Phillip E. Church  
Partner

RESPONSE:

This letter correctly sets forth the understanding of Town of Dallas, North Carolina.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Directory of Governmental Unit and Audit Firm Officials

Town of Dallas  
Governmental Unit

Lowdermilk Church & Co., L.L.P.  
Auditor for the 2019-2020 Fiscal Year

GOVERNMENTAL UNIT

AUDITOR

1. ELECTED OFFICIAL:

(Mayor for Municipalities and chairperson of governing board for all other units)

Richard C. Coleman  
Name

Mayor  
Title

2. MANAGER:

(Or person who serves in this capacity e.g. Administrator, Executive Director, etc.)

N/A  
Name

Title

3. FINANCE OFFICER:

Jonathan Newton  
Name

Finance Director  
Title

(704) 922-3176  
Phone No.

(704) 922-4701  
Fax No.

jnewton@dallasnc.net  
E-Mail Address

1. CONTACT PERSON:

Partner or other person with legal authority to contract for the firm)

Phillip E. Church  
Name

Partner  
Title

(828) 433-1226  
Phone No.

(828) 433-1230  
Fax No.

phil.church@lowdermilkchurchcpa.com  
E-Mail Address

2. AUDITOR ANTICIPATES PREPARING THE FOLLOWING TYPE OF REPORT:

(Check the appropriate box)

General Purpose Financial Statements with combining, individual fund, and account group financial statements, and schedules required by the LGC

Comprehensive Annual Financial Report (CAFR) including schedules required by the LGC

Notes:

1. Please type all information on this questionnaire.
2. The audit firm representative, the elected official, and the finance officer reported on this questionnaire should agree with the persons reported on the Contract to Audit Accounts.
3. The information on this questionnaire will be used in official correspondence from the Local Government Commission, and the Commission must be notified of any changes in the persons holding these positions.

The	Governing Board Board of Aldermen
of	Primary Government Unit (or charter holder) Town of Dallas
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Lowdermilk Church & Co, LLP
	Auditor Address 121 North Sterling Street, Morganton, NC 28655

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/2020	Audit Report Due Date 10/30/2020
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Jonathan Newton	Finance Director	jnewton@dallasnc.net

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Dallas
Audit Fee	\$ 19,100
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 4,000
All Other Non-Attest Services	\$ 2,500
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 19,200.00

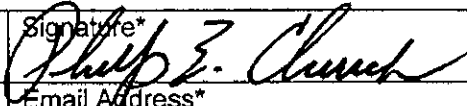
DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$



SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Lowdermilk Church & Co, LLP	
Authorized Firm Representative (typed or printed)* Phillip E. Church	Signature* 
Date* 1-28-20	Email Address* phil.church@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Dallas	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Richard C. Coleman	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT -- PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* (typed or printed) Jonathan Newton	Signature*
Date of Pre-Audit Certificate*	Email Address* jnewton@dallasnc.net

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



## Report on the Firm's System of Quality Control

October 30, 2018

To the Partners of Lowdermilk Church & Co., L.L.P.  
and the Peer Review Committee of the North Carolina  
Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

1501 Highwoods Blvd., Ste. 300 (27410)  
P.O. Box 19608 | Greensboro, NC 27419  
P: 336-294-4494 • F: 336-294-4495

[brccpa.com](http://brccpa.com)

Lowdermilk Church & Co., L.L.P.  
October 30, 2018  
Page 2

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Lowdermilk Church & Co., L.L.P. in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lowdermilk Church & Co., L.L.P. has received a peer review rating of *pass*.

*Bernard Robinson & Company, L.L.P.*

BERNARD ROBINSON & COMPANY, L.L.P.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Offer to Purchase Town-Owned Property

AGENDA ITEM NO. 8C

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Kent Olson of Development Solutions Group, LLC has submitted an offer to purchase Town-owned land off of Briarwood Drive to include PIDs 133142; 172182; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490. The land consists of 12.1 acres, and has a combined tax value of \$63,500. The submitted offer is for \$30,000 plus improvements— contingent on conditional zoning approval of overall development plans (single family attached housing) and a favorable report from Gaston County Watershed & Floodplain Department. The improvements included in the offer are the construction of a creek crossing as required to make Briarwood Drive connection, the construction a walking trail connection to Juggers Park, and the utilization of fiber cement siding with brick &/or stone accents on the front elevations of all proposed dwelling units at the purchaser's expense. (Approx. Construction Cost = \$325,000+)

Development Services has communicated with the Public Works, Electric, Police, and Fire Departments, who are all in support of a connection at Briarwood Drive to better support additional development in this area. This road connection would not only provide better north-south access for emergency services and other motorists, but it would also allow for our electric department to establish an alternate or two-way feed to restore power more quickly, and possibly re-route power if an incident occurred along Gaston St/ Old Dallas Hwy. The installation of trail in this location is also supported by Staff and likely consistent with recommendations to be included in the Town's Bike Ped Plan (currently in progress).

If approved by the Board of Aldermen, the terms of the offer will be published under N.C.G.S. §160A-269 and be opened for upset bids as outlined in the Statute below.

**A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers.**

This item was discussed at the January 28<sup>th</sup> Work Session.

A resolution to accept the offer, along with supporting information and maps, is attached.

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MANAGER RECOMMENDATION: Approve the resolution to accept the offer to purchase and enter into an upset bid process.

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BOARD ACTION TAKEN:

## Resolution to Accept an Offer to Purchase

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**Proposing to Accept an Offer to Purchase Parcels #133142, 172182, 172479, 172480, 172481, 172482, 172483, 172484, 172485, 172486, 172487, 172488, 172489, and 172490**

**WHEREAS**, the Town of Dallas owns 12.1 acres of land located off of Briarwood Dr., being further identified as Gaston County Tax Parcels 133142, 172482, 172479, 172480, 172481, 172482, 172483, 172484, 172485, 172486, 172487, 172488, 172489, and 172490; and

**WHEREAS**, the Town currently does not utilize this site; and

**WHEREAS**, the Town has received an offer from Kent Olson of Development Solutions Group, LLC to purchase this parcel totaling 12.1 acres, as shown on the attached plat; and

**WHEREAS**, the Town has determined that these particular parcels are not being considered for any future use by the Town.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Aldermen of the Town of Dallas proposes to accept the offer to purchase the designated property submitted by Development Solutions Group, LLC in the amount of \$30,000.00, plus improvements—contingent on conditional zoning approval of overall development plans and a favorable report from Gaston County Watershed & Floodplain Department.

**BE IT FURTHER RESOLVED** that, upon filing of the required bid deposit as noted in N.C.G.S. §160A-269, the Town shall publish a notice of the offer providing a ten day period in which an upset bid, as defined in N.C.G.S. §160A-269, can be submitted.

Adopted this the 11<sup>th</sup> day of February, 2020.

---

Rick Coleman, Mayor

ATTESTED:

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Da'Sha Leach, Town Clerk

T Faro

---

**From:** Kent Olson <kent@olsondevelopment.com>  
**Sent:** Tuesday, January 07, 2020 6:23 PM  
**To:** T Faro  
**Cc:** 'Marty Propst'; 'LaShawn Flynn'  
**Subject:** RE: City owned land

Tiffany,

Yes, my apologies.  
I missed that parcel number.

Thank you for catching.

Best regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** T Faro <tfaro@dallasnc.net>  
**Date:** 1/7/20 4:51 PM (GMT-05:00)  
**To:** Kent Olson <kent@olsondevelopment.com>  
**Cc:** 'Marty Propst' <martypropst@gmail.com>, 'LaShawn Flynn' <LaShawn@firstflagproperties.com>  
**Subject:** RE: City owned land

Good afternoon Kent,

To clarify, does your offer also include PID#172182?

**From:** Kent Olson [mailto:kent@olsondevelopment.com]  
**Sent:** Tuesday, January 07, 2020 12:22 PM  
**To:** T Faro <tfaro@dallasnc.net>  
**Cc:** Marty Propst <martypropst@gmail.com>; LaShawn Flynn <LaShawn@firstflagproperties.com>  
**Subject:** City owned land

Good afternoon Tiffany,

Pursuant to our recent conversations concerning our proposed development & the possible inclusion of City owned land, I am writing you to confirm our interest to purchase the following parcels:

# 133142; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490.

Total acreage approx. 12.26 acres, of which approx. 9 acres is located in Flood Zone.  
Tax Value approx. \$50,000.

We respect that the City desires to see a connection made over a stream to Briarwood Drive, making access to our proposed development easier as well as providing much needed better egress to Emergency Services to that area.

**We offer \$30,000 Contingent on the following:**

- 1) Approval of rezoning the City property as well as Tax Parcels # 133129 containing approx. 12 acres adjacent to the City property to "Single Family Attached" allowing development of Townhomes. **NOT current Apartment zoning.**
- 2) Favorable report from Gaston County Watershed & Floodplain Department concerning stream crossing.

In return, we would make the following commitments to the development:

- 1) Construct creek crossing and make Briarwood Drive connection.
- 2) Construct a walking trail connection to Jagger Park
- 3) Build the homes with Fiber cement with brick &/or stone accents at frt elevation.

We feel this offer provides a **win-win** for both the development as well as the City:

- 1) Tax revenue being generated from dormant property. Community Est value @ \$18M (90 units @ \$200k ea.)
- 2) Connection to briarwood for better traffic flow & emergency services.
- 3) Provide new housing to an area in need that will help support Downtown retail establishments.

Thank you for your consideration.

Kent Olson  
Development Solutions Group LLC  
11121 Carmel Commons Blvd. #360  
Charlotte, NC 28226  
P: 704.543.0760  
[www.developmentsolutionsgroup.com](http://www.developmentsolutionsgroup.com)



Virus-free. [www.avg.com](http://www.avg.com)





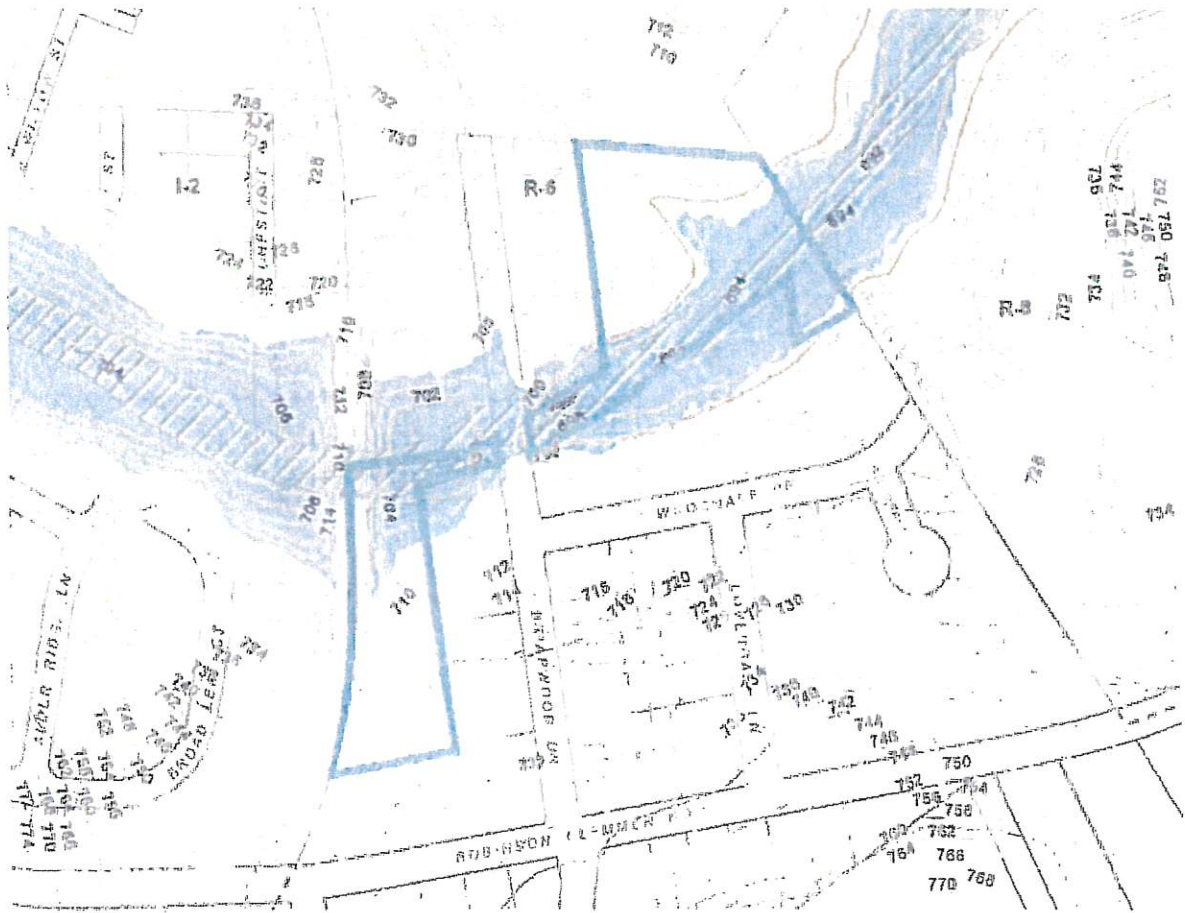
Jason Park

total AC  
12.26

9.19 Ac  
Flood



Printed On: 12/5/2019



Disclaimer: The information provided is not to be considered as a Legal Document or Description.  
 The Map & Parcel Data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2019

Parcel ID	Acreage	Date Aquired	Total Paid	Total Value	Flood Zone
133142	2.54	4/19/1977	\$100	3,860.00	AE,0.2 PCT
172479	0.28	4/28/1975	\$10	2,800.00	AE,0.2 PCT
172480	0.28			2,800.00	0.2 PCT
172481	0.27			2,700.00	
172482	0.24			2,400.00	
172483	0.24			2,400.00	
172484	0.20			2,000.00	
172485	0.49			4,900.00	
172486	0.36			3,600.00	
172487	0.38			3,800.00	
172488	0.45			4,500.00	0.2 PCT
172489	0.54			5,400.00	AE,0.2 PCT
172490	0.71			7,100.00	AE,0.2 PCT
172182	5.12			15,300.00	AE,0.2 PCT

<b>Totals</b>	<b>12.10</b>		<b>\$110.00</b>	<b>\$63,560.00</b>	
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Revised Drawn By: William G. Holland, Attorney at Law

Mall To:

WARRANTY DEED--Form WD-601

Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C.

STATE OF NORTH CAROLINA, Gaston County, THIS DEED, Made this 18th day of April, 1977, by and between F.E. CLEMMER (Widower)

of Gaston County

and state of North Carolina, hereinafter called Grantor, and the TOWN OF DALLAS, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter

called Grantee,

WITNESSETH: That the Grantor, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in the Town of Dallas, Dallas Township, Gaston County, North Carolina, described as follows:

BEGINNING at the westernmost corner of Tract No. 3 described in that certain deed recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 492, at Page 187, and runs thence with the southeasterly boundary line of the property of the heirs of Venie Archie, North 39-08-08 East 848.95 feet; thence with the southwesterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 710, at Page 79, South 73-27 East 216.55 feet to a concrete monument; thence continuing South 73-27 East with the southwesterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 310, at Page 162, 53.45 feet to a point in the center line of a branch; thence with the center line of said branch, nine courses and distances as follows: South 61-35 West 98.17 feet; thence South 50-15 West 100 feet; thence South 62-45 West 270 feet; thence South 22-15 West 68 feet; thence South 61-00 West 113 feet; thence South 27-10 West 141 feet; thence South 52-40 West 48 feet; thence South 22-35 West 54 feet; thence South 51-35 West 135 feet; thence with the easterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 1160, at Page 75, North 32-42-26 West 69.80 feet to the point of beginning and containing 2.43 acres.

The above description by courses and distances is taken from an unrecorded plat made by R.B. Rhyme, Registered Surveyor, in January of 1977 and revised in March of 1977.

For chain of title, reference is hereby made to Tract No. 3 described in that certain deed from L.B. Hollowell and Ernest R. Warren, acting as Commissioners, to the grantor herein, dated December 23, 1945, and recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 492, at Page 187.

This conveyance is made subject to a 150-foot wide right-of-way of Duke Power Company across said property.

APR 19 2 55 PM 1977 REGISTER OF DEEDS GASTON COUNTY N.C.

TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seised of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exception above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written. (SEAL) F.E. Clemmer (SEAL)

STATE OF NORTH CAROLINA GASTON COUNTY,

I, Charlene S. Lokie, a Notary Public of said County, do hereby certify that F.E. Clemmer (Widower)

*Return*

Drawn By: William G. Holland, Attorney at Law

NORTH CAROLINA,  
GASTON COUNTY.

THIS DEED, made and entered into this 16th. day of April, 1975, by and between TRIANGLE REAL ESTATE OF GASTONIA, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located in Gaston County, North Carolina, party of the first part; and the TOWN OF DALLAS, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part;

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of ten (\$10.00) dollars and other good and valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, and convey to the party of the second part and its successors and assigns a certain tract of land lying and being in Dallas Township (the major portion of which said tract of land lies inside the corporate limits of the Town of Dallas), Gaston County, North Carolina, and more particularly described by courses and distances as follows, to-wit:

BEGINNING at an old iron stake located at the northwesterly corner of Lot No. 6 in Block K of Section No. Four of Briarwood Subdivision as shown on plat thereof recorded in the office of the Register of Deeds for Gaston County, North Carolina in Plat Book 27, at Page 7, and runs thence South 86-48-12 East 742.42 feet to a railroad iron; thence South 34-17-44 East 317.67 feet to an iron stake located at the north-easterly corner of Lot No. 7 in Block H of Section No. Three of Briarwood Subdivision as shown on plat thereof recorded in the aforesaid registry in Plat Book 26, at Page 70; thence South 60-08-18 West 126.58 feet to an iron stake; thence North 8-22-42 West 125.90 feet to an old iron stake located at the northeasterly corner of Lot No. 5 in Block H of Section No. Two of Briarwood Subdivision as shown on plat thereof recorded in the aforesaid registry in Plat Book 26, at Page 9; thence South 53-14-18 West 392.23 feet to an iron stake; thence South 60-54 West 760.40 feet to an iron stake located in the easterly margin of the right-of-way of Briarwood Drive; thence South 74-28-44 West 60.46 feet to an iron stake located in the westerly margin of said right-of-way; thence South 74-00 West 149.81 feet to an iron stake; thence South 8-20-12 East 460.03 feet to an iron stake located at the northwesterly corner of Lot No. 2 in Block E of Section No. One of Briarwood Sub-division as shown on plat thereof recorded in the aforesaid registry in Plat Book 25, at Page 45; thence South 11-30 East 10 feet to an iron stake; thence South 78-30 West 214.28 feet to a point in the center line of the right-of-way of the Carolina & Northwestern Railroad; thence with the center line of said railroad, six chorded lines as follows: North 12-37-24 East 101 feet; thence North 6-53-18 East 100 feet; thence North 1-25-18 East 100 feet; thence North 1-22-12 West 601 feet; thence North 2-10-24 West 101 feet; thence North 5-54-18

REGISTER OF DEEDS  
GASTON COUNTY, N.C.  
APR 16 1975  
\$ 05.00  
1482575  
GASTON  
N.C. 28040

dated February 22, 1971 and recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 1050, at Page 854. Reference is also made to those certain deeds recorded in the aforesaid registry in Deed Book 1054, at Pages 35, 36, 39 and 40.

This conveyance is made subject also to taxes assessed for the years 1973, 1974, and 1975 by Gaston County, North Carolina, which the party of the second part herein assumes and agrees to pay.

TO HAVE AND TO HOLD the above described tract of land, together with all privileges and appurtenances thereunto belonging, to it the said party of the second part and its successors and assigns, to their only use and behoof forever.

And the party of the first part covenants with the party of the second part and its successors and assigns, that it is seised of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances; and that it does hereby warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed in its name by its President, attested by its <sup>ASST</sup> Secretary, and its corporate seal to be affixed hereto, all by authority of its Board of Directors, the day and year first above written.



(Corporate Seal)

TRIANGLE REAL ESTATE OF GASTONIA, INC.

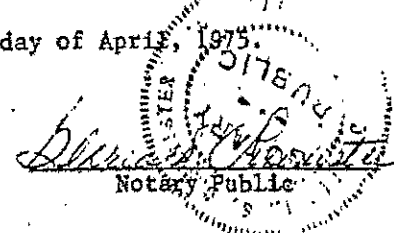
Attest: Donna A. Ratcliff  
Asst. Secretary

By: Herman E. Ratcliff  
President

NORTH CAROLINA,  
GASTON COUNTY.

I, Lillian A. Chorister, a Notary Public of Gaston County, North Carolina, do hereby certify that Herman E. Ratcliff personally appeared before me this day and acknowledged that he is the President of Triangle Real Estate of Gastonia, Inc., a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, in behalf of the corporation, by its authority duly given. And the said Herman E. Ratcliff acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and notarial seal, this 17th day of April, 1975.



My Commission Expires: 5-17-75

NORTH CAROLINA,  
GASTON COUNTY.

The foregoing certificate of Lillian A. Chorister a Notary Public

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Special Events Request – Running With the Good News 5K

AGENDA ITEM NO. 8D

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

A Special Events/Activities Application has been submitted by the Promised Land Baptist Church of Gastonia, NC seeking the Board's approval to conduct a 5K race in Dallas on Saturday, September 26, 2020. Set-up for the proposed race would begin at 6:00 a.m. on September 26<sup>th</sup>, with the race itself beginning at 8:00 a.m. and the event ending at 10:00 a.m. The application lists an estimated attendance of 200 and states that the purpose of the race is to raise funds for the church's missions. We have determined that the approximate costs to the Town to host an event of this nature would be approximately \$600-650, consisting primarily of expenses for Public Works and Police staff that would have to be involved. Each year the church gives a donation to the Town to help offset the costs incurred. This is the fifth year that the church has held the race in Dallas.

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MANAGER RECOMMENDATION: Approve the event as presented.

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BOARD ACTION TAKEN:





Town of Dallas

### Special Events/ Activities Application

Town of Dallas  
210 North Holland Street  
Dallas, NC 28034-1628  
(704) 822-3176  
Fax: (704) 822-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Depending on the specific event, a permit application and/or fee(s) from other departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan when applicable. The applicant is responsible for notifying the Town of Dallas of any changes after submittal of the application. Incomplete applications will not be accepted. A complete application must be submitted at least 30 days prior to the event.

Name of Event:	Running With the Good News 5K		
Facility Requested:	3.1 mile route to run beginning/ending at Cloninger Park		
Applicant Name:	Harold Blankenship, Pastor		
Organization:	Promised Land Baptist Church		
Mailing Address:	1024 Old Modena Street		
City / State / Zip:	Gastonia, NC 28054		
Daytime Phone:	704-868-2364	Cell:	704-674-5034
		E-Mail:	pastorhblankenship@gmail.com
Description of the Event:	It is a 5K Run sponsored by Promised Land Baptist Church to support missions.		
Does the event have a Facebook, Twitter, or other social networking page:	Yes		
If yes, please list URL(s):	promisedlandbaptistchurch.com		
Date (s) Requested for Event:	Saturday, September 26, 2020		
Event Start Time:	8:00 a.m.	Event End Time:	10:00 a.m.
Road Closure Time Begins (if applicable):	8:00am	Road Closure Time Ends:	
Set Up Begins:	6:00 a.m.	Set Up Ends:	
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	150 to 200 people		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			

Applicant's Signature: Harold Blankenship, Pastor Date: 1-29-2020

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.



Will tents/canopies/membrane structures be used for events? (If no proceed to next section.)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
# of Canopies	<input type="text"/>	(fabric structure that is open without sidewalls on 75% or more of perimeter)	
# of Tents	<input type="text"/>	(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)	
# of Membrane structures	<input type="text"/>	(air supported or air inflated structure)	
Other type of structure (provide description) <input type="text"/>			
*Is any individual canopy greater than 400 square feet?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
*Is there any individual canopy or group of canopies open on all sides exceeding 700 square feet without 12 ft. of clear space between all other permanent and temporary structures?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
*Is any individual tent or membrane structure greater than 200 sq. ft?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
*Is there any individual or group of tents or membrane structures 200 sq. ft. without 12 ft. of clear space between all other permanent and temporary structures?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Are there any musical entertainment features related to your event? (If no proceed to next section.)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, state the number of stages, number of bands and type of music:			
Number of stages:	<input type="text"/>	Number of Bands:	<input type="text"/>
Type(s) of music:	<input type="text"/>		
Will your event use amplified sound:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:		Start Time: <input type="text" value="7:30a.m."/>	Finish Time: <input type="text" value="10:00am"/>
Will sound checks be conducted prior to the event?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:		Start Time: <input type="text" value="7:30a.m."/>	Finish Time: <input type="text"/>

\* Must comply with Town of Dallas general entertainment ordinance.

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.			
Will there be any portable heaters?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be any deep fat fryers?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be any fireworks, lasers, torches, candles or pyrotechnics?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will generators or electrical power be used?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

*A vendor is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise or services*

Does the event include mechanical rides, or other similar attractions?  Yes  No

If yes, company name? \_\_\_\_\_

Company address: \_\_\_\_\_

List details, if any: \_\_\_\_\_  
\_\_\_\_\_

**Applicants contracting with amusement ride companies are required to provide the Town of Dallas with a certificate of insurance, naming applicant and the Town of Dallas (if applicable) as additional insured on general liability.**

Does the event include food vendors?  Yes  No

If the event will have food vendors, please check the following that apply:

Served  Sold  Catered  Prepared Outdoors

Does the event include food concession and/or cooking areas?  Yes  No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

*(Use additional sheet if necessary)*

Vendor	Cooking Method	Food Item

Food and beverages shall not be sold at an event unless approved and licensed, if necessary, by the Gaston County Health Department. Event organizers are responsible for arranging health inspections for their events.

*List all other commercial vendors who will be present during the event (serving, selling, sampling, or displaying).*

VENDOR NAME	ADDRESS	PHONE NUMBER (S)

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed.

(Use additional sheet of paper if necessary)

DATE	TIME	ACTION	ADDITIONAL NOTES

The Town of Dallas does not provide amenities such as portable washrooms/toilets, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as event clean up, traffic control, etc.

**TRASH CONTAINERS**

In order to determine what types of containers best suit the needs of the event, please answer the following questions:

Will the event be serving/selling/distributing beverages?  Yes  No

If yes, in what containers will they come packaged in?

aluminum cans  glass bottles/jars  plastic bottles/jugs/jars

How many trash cans are you requesting for trash?

How many recycle carts are you requesting?

Delivery Location?

Date and Time for rollout carts to be emptied?

Date and Time for rollout carts to be picked up?

Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Clean-up fees may be incurred because of an applicant's failure to clean and/or restore the site following the event. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

**PUBLIC PROPERTY CLEAN-UP**

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?

**SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)**

Stage Security  Event Area Security  Road Closure Security

Other

Overnight Security From  :  To  :

Dates & Times security will be on site:

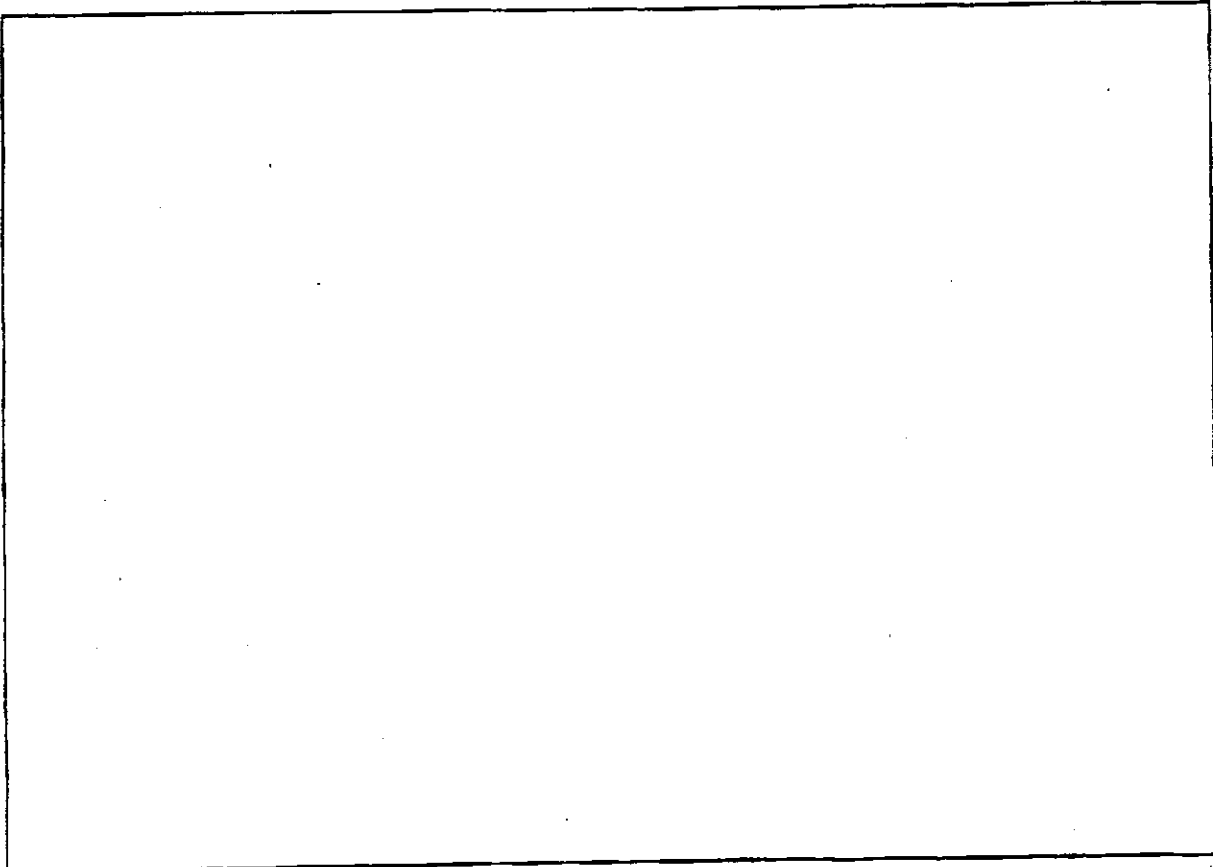
Security provided by:  Number of Security Personnel:

Applicant may be required to hire sworn off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.



Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.





<input type="checkbox"/>	<b>PARADE</b> (Includes floats, vehicles, and persons)	<input type="checkbox"/>	<b>BICYCLES</b>
<input type="checkbox"/>	<b>MARCH OR WALK</b> (persons only)	<input type="checkbox"/>	<b>FOOT RACE</b>
<input type="checkbox"/>	<b>VEHICLES ONLY</b> (Includes motorcycles)		
<input type="checkbox"/>	<b>OTHER</b> (Description: <input type="text"/> )		

Number of Persons:  % Children:

Number of Vehicles:  Vehicle Types:

Number of Animals:  Kinds:

**DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT.** (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).



We will start and end at Clininger Park.  
 (A map of the run route is attached)

Multiple horizontal lines for additional event route details.



275

W Trade St

N Oakland St

N Holland St

E Trade St

E Trade St

W Main St

W Main St

E Main St

E Main St

Church Street School

**Finish**

**Start**

S Ridge St

S Maple St

S Oakland St

S Holland St

S Gaston St

E Church St

E Church St

W Robinson St

S Gaston St

S College St

E Holly St

S Pine St

S Ridge St

S Maple St

Webb St

S Lorraine St

S Maple St

S College St

S Willow St

S Hoyle St

W Gibbs St

E Jenkins St



- NC and US roadways will also require approval from the NCDOT.
- The proposed route to be traveled including the requested starting and termination point. Please also clarify the directions of movement of your event.
- Routing plans for traffic. Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.
- Whether the event will occupy all or a portion of the street(s) requested for use.
- Proposed locations for barricades, signs and police/volunteers.
- The provision of twenty foot (20') minimum emergency access lanes throughout the event site.
- White temporary water base paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes Home, Home Depot, etc.).

*Please Note: All road closure requests will be strictly reviewed by the Town of Dallas. Approval, denial, or modification of all road closure requests lies in the sole discretion of the Town of Dallas. The Town of Dallas has final discretion over your Route and Traffic Plan including, but not limited to the route, placement and number of all barricades, signs and police/volunteer locations.*

**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PERMIT FROM THE TOWN OF DALLAS. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

I have selected preapproved route  OR sketch below or attach a detailed map routing your proposed procession.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Annexation Request – 3565 Dallas High Shoals Hwy

AGENDA ITEM NO. 8E

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Colleen T. McCall, owner PID#170097 (3565 Dallas High Shoals Hwy), is petitioning for annexation into the Town of Dallas in order to sell it for inclusion as part of a single family residential subdivision. This parcel is considered contiguous.

This 3.82 acre parcel is currently located outside of Town of Dallas zoning, but is adjacent to both R-5 and R-10 single family residential. The 2003 Future Land Use Plan highlights this specific parcel for Neighborhood and Community Business, but adjacent parcels are marked for new residential development.

In order to move forward with the request, the Board must direct Staff to investigate the sufficiency of the petition to determine if it meets the standards of G.S. §160A-58.1.

---

MANAGER RECOMMENDATION: Direct Staff to investigate the sufficiency of the application.

---

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: \_\_\_\_\_  Contiguous  Non-Contiguous

DATE: 1/30/2020 \_\_\_\_\_ FEE: \$100.00 \*

*\* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).*

Current Property Use: \_\_\_\_\_ Residential Single Family Home \_\_\_\_\_

Planned Property Use: Residential Single Family \_\_\_\_\_ Requested Zoning: \_\_\_\_\_ R-5 \_\_\_\_\_

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

We, the undersigned owners of real property, respectfully request that the area described as 3565 Dallas High Shoals \_\_\_\_\_, DALLAS, NC 28034, further identified as

parcel ID # 3548413268 \_\_\_\_\_, be annexed to the Town of Dallas.

Name of petitioner/property owner: Colleen T. McCall \_\_\_\_\_

Mailing Address of property owner: P.O. Box 977 Dallas, NC 28034 \_\_\_\_\_

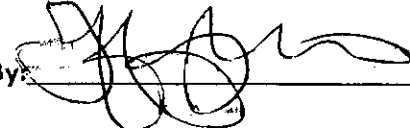
Email Address: TKMCCALL@GMAIL.COM Phone Number: 704-400-9883 \_\_\_\_\_

**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. \$100 Fee

---

Applicant Signature: Colleen J. McCall Date: 1/31/2020

Received By:  Date: 1/31/2020

January 30, 2020

Town of Dallas  
Attn: Tiffany Faro  
210 N. Holland Street  
Dallas, NC 28034

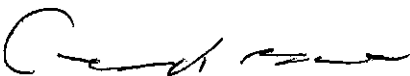
RE: Annexation Petition for Parcel 3548413268

Good afternoon Tiffany,

The adjacent property was recently annexed and rezoning into the Town of Dallas. We would like to potentially include the subject property as part of the overall development and would need to annex and rezone to accomplish this.

Thank you in advance,

  
Colleen McCall

  
Thomas McCall

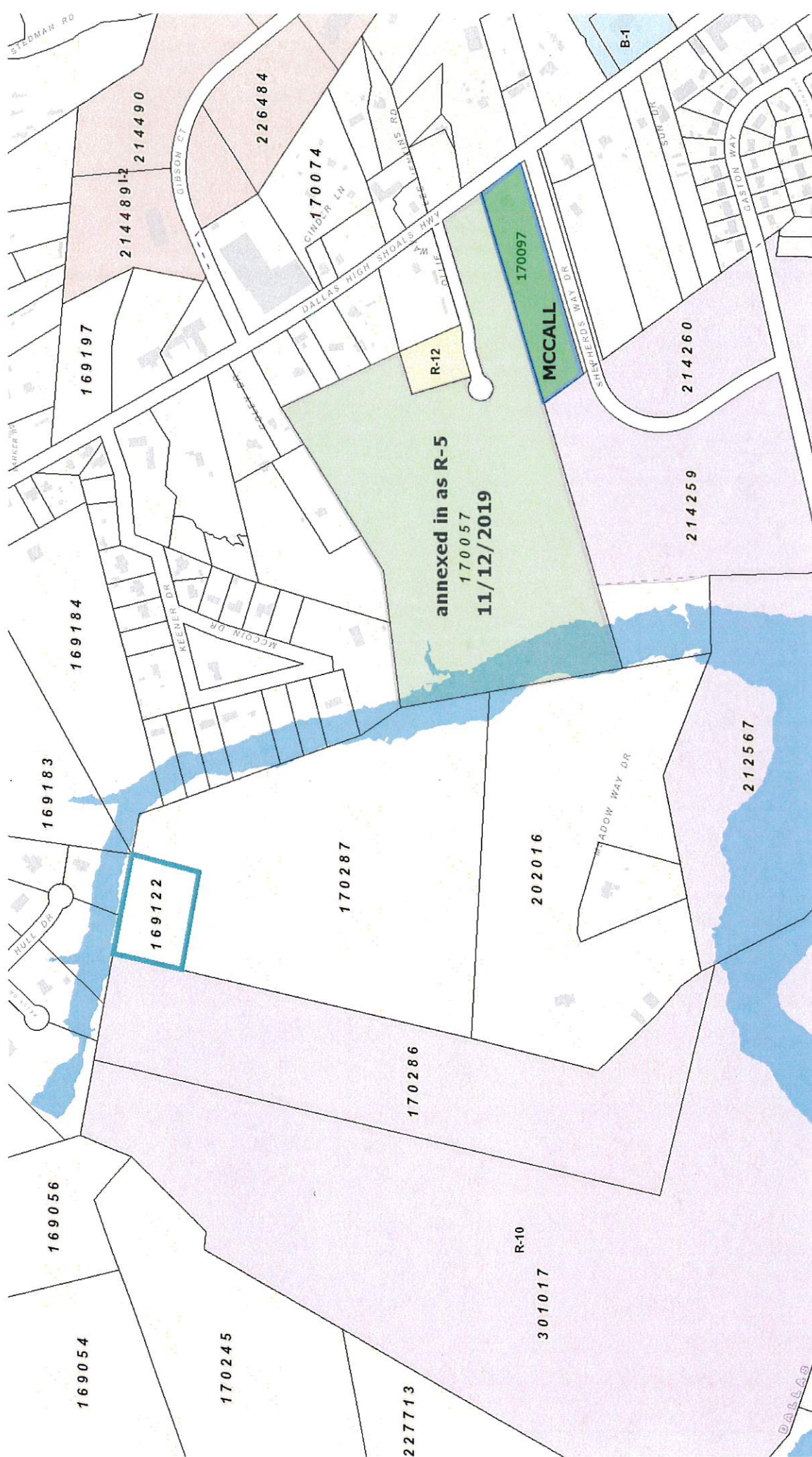
BK 3806 PG 974

**EXHIBIT A**

BEGINNING at an existing iron pin set on the western margin of the right of way of the High Shoals-Dallas Road (N.C. Highway 155), said iron marking the northeasternmost corner of the property of Yallam; running: thence along a common boundary line with the lands of Yallam, Book 2910, Page 884, South 73 deg. 11 min. 2 sec. West 886.09 feet to an existing iron marking the rear corner of Lot No. 29 and Lot No. 30; running thence along a common boundary with the lands of Finger, Book 1050, page 750, North 35 deg. 59 min. 4 sec. West 200.13 feet to an existing iron pin, a control corner; and running thence along a common boundary with the lands of Summey, 96-E-149, North 73 deg. 17 min. 51 sec. East 885.32 feet to an existing iron pin set on the western margin of the right of way of the High Shoals-Dallas Road; running thence along the western margin of said road right of way South 36 deg. 21 min. 38 sec. East 198.37 feet to the point and place of Beginning, containing 3.82 acres, more or less, according to a plat of survey by Robert T. Kelso, dated August 9, 1999.

Being a portion of Lot 28 and a portion of Lot 29 of the D. D. and L. d. Summey land shown on plat dated July 25, 1940 and recorded in Plat Book 5, page 92, Gaston County Registry.

UNOFFICIAL



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Annexation Request – 1150 Meadow Way

AGENDA ITEM NO. 8F

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Rosemary Routszong, on behalf of owner Marilyn S. Finger Irrevocable Trust, is petitioning for annexation of PID#202016, 170287, and 169122 (1150 Meadow Way), into the Town of Dallas in order to sell it for inclusion as part of a single family residential subdivision. This parcel is considered contiguous.

These parcels consist of 58.29 acres and are currently located outside of Town of Dallas zoning, but are adjacent to both R-5 and R-10 single family residential. The 2003 Future Land Use Plan highlights these specific parcels for new residential development.

In order to move forward with the request, the Board must direct Staff to investigate the sufficiency of the petition to determine if it meets the standards of G.S. §160A-58.1.

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MANAGER RECOMMENDATION: Direct Staff to investigate the sufficiency of the application.

---

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: \_\_\_\_\_  Contiguous  Non-Contiguous

DATE: 1/30/2020 \_\_\_\_\_ FEE: \$100.00 \*

*\* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).*

Current Property Use: \_\_\_\_\_ Residential Single Family Home \_\_\_\_\_

Planned Property Use: Residential Single Family \_\_\_\_\_ Requested Zoning: R-5 \_\_\_\_\_

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

We, the undersigned owners of real property, respectfully request that the area described as 1150 Meadow Way \_\_\_\_\_, DALLAS, NC 28034, further identified as parcel ID # 3548210130 \_\_\_\_\_, be annexed to the Town of Dallas.

Name of petitioner/property owner: Rosemary Routszong, Trustee for Marilyn S finger Irrevocable Trust \_\_\_\_\_ Mailing

Address of property owner: 1150 Meadow Way Dallas, NC 28034 \_\_\_\_\_

Email Address: rroutszong@att.net Phone Number: 704-674-2170 \_\_\_\_\_

**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. \$100 Fee

---

DocuSigned by:  
 Applicant Signature: Rose Routszong \_\_\_\_\_ Date: 1/30/2020 | 8:14:00 PM CST  
B824B164712E4FF...

Received By: [Signature] \_\_\_\_\_ Date: 1/31/2020 \_\_\_\_\_

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: \_\_\_\_\_  Contiguous  Non-Contiguous  
DATE: 1/30/2020 \_\_\_\_\_ FEE: \$100.00 \*

\* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).

Current Property Use: \_\_\_\_\_ Vacant Land \_\_\_\_\_

Planned Property Use: Residential Single Family \_\_\_\_\_ Requested Zoning: R-5 \_\_\_\_\_

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

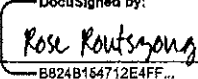
We, the undersigned owners of real property, respectfully request that the area described as 1150 Meadow Way \_\_\_\_\_, DALLAS, NC 28034, further identified as parcel ID # 3548220005 \_\_\_\_\_, be annexed to the Town of Dallas.

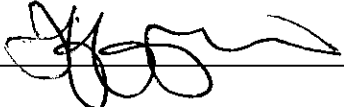
Name of petitioner/property owner: Rosemary Routszong, Trustee for Marilyn S Finger Irrevocable Trust \_\_\_\_\_ Mailing Address of property owner: 1150 Meadow Way Dallas, NC 28034 \_\_\_\_\_

Email Address: rroutszong@att.net Phone Number: 704-674-2170 \_\_\_\_\_

**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. \$100 Fee

Applicant Signature:  \_\_\_\_\_ Date: 1/30/2020 | 8:14:00 PM CST

Received By:  \_\_\_\_\_ Date: 1/31/2020



TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

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

Contiguous

Non-Contiguous

DATE: 1/30/2020

FEE: \$100.00 \*

*\* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).*

Current Property Use: Vacant Land

Planned Property Use: Residential Single Family \_\_\_ Requested Zoning: R-5

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

We, the undersigned owners of real property, respectfully request that the area described as 1150 Meadow Way, DALLAS, NC 28034, further identified as parcel ID # 3548128821, be annexed to the Town of Dallas.

Name of petitioner/property owner: Rosemary Routszong, Trustee for Marilyn S Finger

Irrevocable Trust \_\_\_\_\_ Mailing Address of property owner:

1150 Meadow Way Dallas, NC 28034

Email Address: rroutszong@att.net Phone Number: 704-674-2170

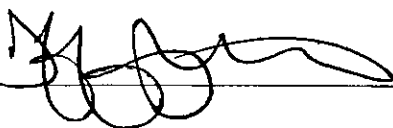
**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. \$100 Fee



DocuSigned by:  
Applicant Signature: Rose Routszong  
B824B164712E4FF...

Date: 1/30/2020 | 8:14:00 PM CST

Received By: 

Date: 1/31/2020

January 30, 2020

Town of Dallas

Attn: Tiffany Faro

210 N. Holland Street

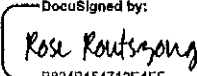
Dallas, NC 28034

RE: Annexation Petition for Parcel 3548210130,3548220005 and 3548128821

Good afternoon Tiffany,

The adjacent property was recently annexed and rezoned into the Town of Dallas. We would like to potentially include the subject property as part of the overall development and would need to annex and rezone to accomplish this.

Thank you in advance,

DocuSigned by:  
 1/30/2020 | 8:14:00 PM CST  
B824B164712E4FF...  
Rosemary Routszong

Trustee for Marilyn S Finger Irrevocable Trust

## EXHIBIT A - LEGAL DESCRIPTION

~~TRACT ONE:~~

~~BEING THE FULL CONTENTS of Lot No. 25, Block "B", Map No. 2 of THORNBIRD MEADOWS, as shown on plat thereof recorded in the Office of the Register of Deeds for Gaston County, North Carolina, in Plat Book 40 at Page 41, to which plat reference is hereby made for a full and complete description of said lot by metes and bounds.~~

~~Being the identical property conveyed to Robert J. Finger and wife, Marilyn S. Finger by deed dated August 4, 1994 and recorded in Book 2393 at Page 111 in the Gaston County Registry.~~

~~The above described parcel is not the Grantor's principal residence.~~

~~TRACT TWO:~~

~~BEGINNING at an established iron pin which is the southeastermost corner of Lot 26 of the THORNBIRD MEADOWS Subdivision as shown on plat recorded in Plat Book 40 at Page 41, said point of BEGINNING being the common rear corner of the property of Barnette as described in Deed Book 2111 at Page 516, and Rhyne, as described in Deed Book 1831 at Page 534, thence the following two new lines through the property of Marilyn S. Finger, as described in Deed Book 1770 at Page 635: (1) South 15 degrees 00 minutes 25 seconds West 284.17 feet to an iron pin; (2) North 79 degrees 53 minutes 45 seconds West 399.09 feet to an iron pin on the easternmost line of the property of William J. Summey, as described in those deeds recorded in Deed Book 1942 at Page 852 and 1946 at Page 708; thence with the common line of Summey, North 18 degrees 17 minutes 13 seconds East and passing over an existing iron at a white oak at 270.0 feet, a total distance of 283.15 feet, to a point on the southernmost line of Lot 25 of the Thornbird Meadows Subdivision, said point being South 79 degrees 57 minutes 15 seconds East 206.98 feet from the southwesternmost corner of Lot 25; thence continuing with a portion of the southernmost line of Lot 25 and Lot 26, South 79 degrees 57 minutes 15 seconds East 407.64 feet to the point of BEGINNING, containing 2.620 acres.~~

~~The above description was taken from an unrecorded map or plat prepared by John W. Lineberger, Registered Surveyor, dated October 1, 1992 entitled "Survey Made at the Request of Robert J. Finger, Jr."~~

~~Being the identical property conveyed to Robert J. Finger, Sr. and wife, Marilyn S. Finger by deed dated November 4, 1994 and recorded in Book 2507 at Page 749 in the Gaston County Registry.~~

~~The above described parcel is not the Grantor's principal residence.~~

~~TRACT THREE:~~

~~BEGINNING at a white oak situate in the southerly line of the lands of W. S. Thornburg, now or formerly, and runs thence South 79½ degrees East 363 feet to an iron; thence South 83 degrees East 222.65 feet to an iron; thence with Coley's line, now or formerly South 19½ degrees East 957 feet to an iron; thence South 37 degrees East 198½ feet to an iron; a common corner of Coley and G. C. Summey, now or formerly; thence South 9 degrees 30 minutes East 365 feet, more or less, to the northeast corner of a thirty (30) acre tract previously conveyed to Pearl Jenkins Summey by deed from Ralph E. Summey, et ux; thence with the northerly line of said thirty (30) acre tract of Pearl Jenkins Summey, North 88 degrees West 1350 feet to an iron, the northwest corner of Pearl Jenkins Summey; thence North 14 degrees East 1476.4 feet, more or less, to the Beginning.~~

~~The same being thirty-six (36) acres of real property carved out of the northern portion of a sixty-six (66) acre tract formerly known as the G. C. Summey Property.~~

~~Being the identical property conveyed to Marilyn S. Finger by deeds recorded in Book 1462 at Page 762; Book 1510 at Page 252; and Book 1770 at Page 625 in the Gaston County Registry.~~

~~The above described parcel is not the Grantor's principal residence.~~

**TRACT FOUR:**

**BEGINNING** at an iron stake situate in the southerly line of G. C. Summey, now or formerly, and runs thence South 5 degrees East 462 feet to an iron stake; thence due West 311.1 feet to a poplar; thence North 63-1/4 degrees West 532.1 feet to an iron; thence South 73-3/4 degrees West 804.37 feet to an iron; thence North 35-1/2 degrees West 99 feet to an iron; thence North 49 degrees West 165 feet to an iron; thence North 43-1/2 degrees West 316.8 feet to an iron; thence North 14 degrees East 530 feet to an iron stake, a new corner; thence a new line South 88 degrees East 1350 feet to an iron; thence South 9 degrees 30 minutes East 915 feet to an iron; thence crossing a branch and running North 73-3/4 degrees East 349 feet to the Beginning, containing 30 acres, more or less, and being the southerly portion of a 66 acre tract formerly owned by G. C. Summey as will appear on a map of said 66 acre tract made by J. C. Burrell, County Surveyor, dated July 16, 1949.

Being the identical property as conveyed to Marilyn S. Finger by deeds recorded in Book 1388 at Page 98; Book 1388 at Page 184; Book 1420 at Page 555; and Book 1462 at Page 764, all in the Gaston County Registry.

The above described parcel is the Grantor's principal residence.

**TRACT FIVE:**

**BEGINNING** at an iron pin in the center of the new Lower Dallas Road, said iron pin being in the common boundary of the western margin of the Carrie Puett Lewis Property and the eastern margin of Lot No. 6 of the John C. Puett Estate Property as shown and described on Map No. 2 thereof, on a plat made by Hoke S. Heavner, Reg. Sur., dated Nov. 1951, and recorded in the Gaston County Registry in Plat Book 10 at Page 97; and runs thence South 88 degrees 18 minutes East 1795.85 feet to an iron pin, former northeast corner of Carrie Puett Lewis; thence South 10 degrees 45 minutes East 330 feet; thence South 74 degrees 45 minutes West 876.45 feet to an iron pin in the center of the new Lower Dallas Road; thence with the center of the new Lower Dallas Road to the point of Beginning.

This conveyance is made subject to all rights of way of record and to the Highway right of way.

Being the identical property as conveyed to Robert J. Finger and wife, Marilyn S. Finger by deed dated June 22, 1962 and recorded in Book 810 at Page 689 in the Gaston County Registry.

The above described parcel is not the Grantor's principal residence.

UNOFFICIAL



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Emergency Sewer Interconnect

AGENDA ITEM NO. 8G

MEETING DATE: 02/11/2020

### BACKGROUND INFORMATION:

Staff will give an update concerning the status Emergency Sewer Interconnect project with Gastonia.

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MANAGER RECOMMENDATION:

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BOARD ACTION TAKEN: