

Town of Dallas
Agenda
May 14, 2024
6:30 PM
BOARD OF ALDERMEN
Hayley Beaty, Mayor

Alan Cloninger

Frank Milton

Sam Martin, Mayor Pro-Tem

Jerry Cearley

E. Hoyle Withers

ITEM SUBJECT **Page**

- 1. Invocation and Pledge of Allegiance to the Flag**
- 2. Approval of Agenda with Additions or Deletions**
- 3. Approval of Minutes**
 - A. April 9th Regular Meeting, April 18th Special Meeting, and April 30th Work Session **2**
- 4. Recognition of Citizens: Time set by Mayor**
 - A. Students of the Month – Carr Elementary
 - B. Presentation By the NCDOL Labor Commissioner, Josh Dobson, to recognize our Public Works and Electric Departments for their achievement with the SHARP Program
 - C. Recognizing the 2024 Winners of the Miss Dallas Pageant **10**
 - D. Police Chief Robbie Walls to Read the 2024 Proclamation for Peace Officers Memorial Week
 - E. Mayor Hayley Beaty to Read the Proclamation Honoring the four fallen Police Officers from Last Week’s Tragedy in Charlotte, NC
 - F. Fire Chief Earl Withers to read the Proclamation for the 50 year Dallas Rescue Squad Anniversary
 - G. Electric Director Lanny “Willie” Smith to read the 2024 Public Works Week Proclamation
- 5. Consent Agenda (to be acted on collectively, unless removed for further discussion)**
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in the line of duty in Charlotte NC, on April 29, 2024

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MINUTES FOR BOARD OF ALDERMEN MEETING

April 9, 2024

6:30 PM

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

The following Staff members were present: Ben Blackburn, Interim Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Tom Hunn, Town Attorney; Earl Withers III, Fire Chief; and Zack Foreman, Assistant Public Works Director.

Mayor Beaty called the meeting to order at 6:30pm.

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

Approval of Agenda:

Alderman Withers made a motion to approve the agenda with one addition to add a Closed Session at the end of the meeting, seconded by Alderman Milton and carried unanimously.

Approval of Minutes:

Alderman Milton motioned to approve the minutes from the March 12 Regular Meeting and the March 26 Work Session, seconded by Alderman Martin.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

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

The Parks and Recreation Director presented plaques to Walnut Grove Baptist Church and WC Friday Middle School for their use of their facilities during the 23-24 Basketball season.

Mayor Beaty recognized the graduates of the Class of 1974 that were in attendance. Alderman Cloninger made a motion recognize the class with a proclamation, seconded by Alderman Martin.

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

Mike Fields of 1333 Philadelphia Church Road, thanked Town Staff for all of their hard work.

Johnny Denton suggested to recognize the Public Works Department for National Public Works Week at the next Board meeting. The Board agreed.

Consent Agenda:

Item 5A Budget Amendment-3 Invoices for Engineering Services

The Town has received three invoices from Diamond Engineering that were not budgeted in fiscal year 2024. (See Exhibit 5A, 1-3).

Attached is a budget amendment for the following three invoices:

- 1- Inspection of subgrade and exterior drainage of the foundation and floor system at the Gym
- 2- For 2023 Inspection, Reporting and Documentation of the Town's Stormwater SCM
- 3-Development and Engineering plans and specs for the Storm Drain replacement at Main St and Holland St.

Alderman Martin made a motion to approve the three invoices for Diamond Engineering, seconded by Alderman Milton.

Item 5B Proclamation for upcoming Law Enforcement Memorial Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 15-21, 2024 as National Police Week in Dallas and to recognize the service of the Dallas Police Department. (See Exhibit 5B-1).

Alderman Cloninger suggested that the Police Chief bring back the Law Enforcement Proclamation to read at the May 14 Agenda meeting.

Public Hearings:

Item 6A Proposed Charter Amendment Ordinance

At the regular Board of Alderman meeting on March 12, 2024, the Board approved a resolution of intent to consider an ordinance to amend the Charter of the Town to adopt the Council-Manager form of government as set out in N.C.G.S. 160A-101(9)(b). A public hearing is required in order to propose the ordinance and it is required by N.C.G.S.160D-601 to advertise the public hearing. Notice of the public hearing was placed in the Gaston Gazette on March 24, 2024. Following the public hearing, the Board of Alderman shall consider passage of the ordinance at the regular meeting on May 14, 2024. Attached is the signed resolution, notice of published public hearing date, and draft copy of the proposed ordinance. (See Exhibit, 6A, 1-4).

Alderman Martin made a motion to go into the Public Hearing, seconded by Alderman Milton and carried unanimously.

Alderman Cloninger made a motion to go out of the Public Hearing, seconded by Alderman Cearley and carried unanimously.

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

Old Business:

No new business at this time.

New Business:

Item 8A Cruise-In Discussion

Alderman Withers has had several citizen's comment to him about possibly bringing back the Cruise-Ins to go along with the Summer Concert Series. He has requested to open it up for discussion.

After discussion between the Board and Staff, Alderman Cearley made a motion to table the item and bring back at a later date, seconded by Alderman Cloninger and carried unanimously.

Item 8B Consideration of Sale of Town Properties

The Interim Town Manager will present the item to the Board for discussion concerning the sale of Town properties at 208 N. Holland Street and the 100 Block of N. Holland. Attached is the agreement for purchase and sale. (See Exhibit 8B, 1-9).

After discussion between the board members, Alderman Cloninger made a motion to proceed with putting the property up for sale, but no price determined at this time and to reject original offer, seconded by Alderman Martin and carried unanimously.

Manager's Report: The Interim Town Manager made mention of the National Day of Prayer on May 2, from 12-1pm.

Regular meeting ended at 7:36pm.

Item 8C Closed Session

The Board asked to add a Closed Session after the meeting.

§ 143-318.11. Closed sessions.

- (a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee;

Alderman Cloninger made a motion to go into the closed session, seconded by Alderman Martin and carried unanimously.

No Action taken.

Alderman Withers made a motion to go out of the closed session, seconded by Alderman Martin and carried unanimously.

Alderman Withers made a motion move forward with the Town Manager applications and approve an employee benefit package, seconded by Alderman Martin and carried unanimously.

Alderman Martin made a motion to approve the decision not to purchase a parcel, seconded by Alderman Withers and carried unanimously.

Adjourn 8:45.

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

MINUTES FOR BOARD OF ALDERMEN SPECIAL MEETING

April 18, 2024

2:00 PM

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

The following Staff members were present: Ben Blackburn, Interim Town Manager; Robbie Walls, Police Chief; Sonny Gibson, Electric Supervisor; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Zack Foreman, Assistant Public Works Director; Sarah Ballard, HR Director/Town Clerk; Alex Wallace, Parks and Recreation Director; and Tom Hunn, Town Attorney.

Mayor Beaty called the meeting to order at 2:05pm.

The Mayor welcomed Donna Taylor with the Aquatic Center to the meeting to discuss the progress of the Aquatic Center.

Alderman Cloninger made a motion to go into a closed session to discuss the Aquatic Center and the questions that surround the slow progress of the center, seconded by Alderman Martin and carried unanimously (2:15).

The Board and the Town Attorney discussed what questions needed to be asked and the legal way to proceed. No action taken.

Alderman Cloninger made a motion to go out of the closed session, seconded by Alderman Martin and carried unanimously (2:38).

After discussion between the Board and Mrs. Taylor, Alderman Cloninger made a motion to move forward with the LOC (Line of Credit) in according's with retaining 5% until completed, seconded by Alderman Martin and carried unanimously.

The Board asked that Mr. Denton, the engineer for both sides, to keep the communication up to date between the Aquatic Center and the Town so the progress can be tracked. They also asked that Mr. Denton and Mrs. Taylor bring back an update to the Board at the June 11th meeting.

Alderman Martin made a motion to adjourn, seconded by Alderman Cloninger and carried unanimously (3:46).

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

MINUTES FOR BOARD OF ALDERMEN WORK SESSION
April 30, 2024
6:30 PM

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

The following Staff members were present: Ben Blackburn Interim Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Dustin Haney, Assistant Fire Chief; Sonny Gibson, Electric Supervisor; Lindsey Tysinger, Planner; Sarah Ballard, HR Director/Town Clerk; Zack Foreman, Assistant Public Works Director; and Anthony Smith, Development Services Director.

Mayor Beaty called the meeting to order at 6:30 pm.

The Mayor then opened with the Pledge of Allegiance to the Flag.

Mayor Beaty asked if there were any additions or deletions to the agenda. Alderman Martin made a motion to approve the agenda, seconded by Alderman Cearley and carried unanimously.

Alderman Milton asked to have Curtis Wilson assist him with prayer over the Police Chief and the families of the recent Law Enforcement fatalities in Charlotte, NC over the past week. The Board asked to have Staff prepare a resolution in remembrance of the fallen officers and present it at the May 14th meeting.

Johnny Denton presented the Board with an update for the Aquatic Center.

New Business:

Item 3A 3-Year Extension for Conditional Zoning-Robinson Glenn

Richard Denzler with C2C Land Development LLC is requesting a 3-year extension on the conditional zoning for Robinson Glenn. A zoning map amendment/rezoning was adopted on 6/14/2022 by the Dallas Board of Aldermen for parcels #171882 & #171885.

Per the Town's Ordinance, under NCGS 160D-108, extension of the vested rights period may be approved by the Board under § 153.125 VESTED RIGHTS PROCEDURES:

(F) Development approval. The effect of a development approval shall be to vest such site plan for a period of two years from the date of approval. If the landowner requests, however, the Town Council may approve a vesting period not to exceed five years from the date of approval. The vesting of any development approval beyond a two year period may only be authorized by the Town Council where it is found that due to:

- (1) Sizing and phasing of the development; or
- (2) Level of investment; or
- (3) Need for the development; or

(4) Economic cycles; or

(5) Market conditions, building permits for all phases of the development cannot be secured within two years. Attached is the signed written request for the extension, supporting documents of the adopted zoning map amendment/rezoning, and the conditional zoning approval dated May 31st, 2022. (See Exhibit 3A, 1-14).

A representative with the developer was in attendance to ask for the extension. The Board and Staff asked questions concerning the extension and why no progress has been made. The representative said that the original contractor had backed out and others had been interested but no final decision had been made. The Board decided not to approve the extension and told the developer they could re-apply.

Item 3B Rezoning Request Z-2023-03

Jeremy and Michele Falls have submitted a conventional rezoning petition to rezone parcels 170054 and 169873 from Residential R-6 to Industrial I-2. Only a small portion of the properties is located within the Town Limits. Parcel 170054 has split zoning and is currently both R-6 and I-2 within the Town. At the meeting on March 21st, the Planning Board voted to send a recommendation to the Board of Aldermen to approve the rezoning request, along with statements of consistency and reasonableness for the rezoning. All supporting documentation for the application is attached, including minutes from the Planning Board meeting, and consistency and reasonableness statements. (See Exhibit 3B, 1-9).

The Mr. and Mrs. Falls were in attendance to ask for the rezoning. The Board asked to have the rezoning brought back at the May 14th meeting for approval through a Public Hearing.

Item 3C Consideration of Making Dallas Ball Fields Non-Smoking

Mayor Beaty has requested a discussion concerning posting non-smoking signs or having a designated non-smoking area at the Dallas baseball fields.

After discussion concerning the no tobacco rule, the Board asked to have no tobacco signage placed at Carr, Jagers, and Cloninger Parks.

Item 3D Closing Streets during the June 8th Concert

The Parks and Recreation Director, Alex Wallace, has requested a discussion concerning closing Main Street, next to the Museum, and Holland Street during the June 8th Concert for making room for 6 Food Trucks.

The Police Chief explained why there would be a need to extend the road closures to the Board.

Item 3E Contract Drafts for Training Repayment for Police Department New Hires

Chief Walls has submitted drafts for approval by the Board for new hires for the Police Department regarding training re-payment agreements and employment contracts. Both drafts are attached for discussion. (See Exhibit 3E, 1-5).

Chief Walls presented the two different contract drafts to the Board and explained the need for the contract for the process of the new hire program for recruits that will be sent through the BLET program while working for a reduced salary for the Town. The Board agreed on one of the contracts.

Item 3F Draft Budget Discussion for FY 2024-2025

A Strategic Planning meeting was held on January 22, 2024 to determine priorities for the upcoming Fiscal Year 2024/2025 budget preparation. Based on the discussion at the Strategic Planning meeting, Staff has prepared a rough draft to be reviewed. This discussion will center on priorities in the development of the Fiscal Year 2024/2025 Budget.

The Finance Manager, Jonathan Newton, presented the 2nd draft of the 24/25 budget to the Board. Mr. Newton went through the changes, additions, and deletions that were previously asked for by the Board at the last draft budget meeting. The Board agreed to have Mr. Newton bring back the draft after it has been finalized to the May 14th meeting.

3G Offers for Purchase of 208 N. Holland Street

The Town has received two offers for the property of 208 N. Holland Street. Both offers are attached for discussion. (See Exhibit 3G, 1-12).

Mr. Blackburn, the Interim Town Manager, presented the two bids for the Town property of 208 N. Holland St. The Board rejected both offers because of the low bids.

Closed Session-The Board has requested to hold a Closed Session for a personnel matter:

To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee NCGS §143-318-11(6).

Alderman Cloninger made a motion to go into the closed session, seconded by Alderman Cearly and carried unanimously at 7:33pm.

The Board discussed filling the open Town Manager position.

Alderman Martin made a motion to exit the closed session, seconded by Alderman Withers and carried unanimously.

Alderman Martin made a motion to go back into the regular meeting, seconded by Alderman Milton and carried unanimously.

Alderman Cloninger made a motion to adjourn, seconded by Alderman Cearley and carried unanimously (8:10).

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

DESCRIPTION: Recognizing the 2024 Winners of the Miss Dallas Pageant

AGENDA ITEM NO. 4C

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

Mayor Beaty has requested to recognize the winners of the 2024 Miss Dallas Pageant.

Tiny Miss Dallas: Kennedy Hester. Kennedy is 7 years old and attends Gaston Christian School. She consistently earns her place on the A/B Honor Roll showcasing her dedication to her studies. Beyond the classroom, her passion for dance and cheerleading take center stage. As a competitive dancer, she pours her heart and soul into every routine. Kennedy brings spirit to the sidelines as a member of the Stanley Blue Devil cheerleading squad and trains at Legends, where she has mastered a multitude of tumbling acts, demonstrating her agility and determination.

Junior Miss Dallas: Saylor Cruz. Saylor is 11 years old and attends Cyber Academy of South Carolina as a virtual, homeschool student. She is an A/B Honor Roll student who enjoys dance, taekwondo, art, coding, animatronics and spending time with family and friends. Saylor is Beta Club President and has dreams to become a Disney Imagineer after attending Savannah College of Art and Design with a degree in Art and Engineering. This is Saylor's second year on the Miss Dallas court and she is excited for another amazing year with her directors and sister queens,

2024 Miss Dallas: Camryn-Layne Tuttle. Camryn has been a resident of Dallas for 16 years, and is currently a senior at North Gaston High School. She is current student body secretary and a captain of the Varsity cheerleading team. After High School, Camryn will attend the University of North Carolina at Chapel Hill to major in Human Development and Family Science in hopes of becoming a Child Life Specialist. She is proud to serve the Dallas community through her non-profit organization, "Building A Beautiful Tomorrow". Through this platform, Camryn involves young adults in community service and teaches them the importance of being an active community member.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Police Department Leased Vehicles

AGENDA ITEM NO. 5A

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

The Town went into a 5 year lease with Enterprise for two Durangos in FY24. Due to manufacturer delays, the price for the Durango's were different than we had originally budgeted as well as increased prices on the aftermarket. On average, aftermarket for the last 4 years has averaged around \$15,000 per vehicle, whereas now, we are around \$26,000 per vehicle.

Also, to stay compliant to GASB 87, the town must budget, in full, the first year of any new lease it enters into.

A budget amendment is attached for housekeeping purposed for year end close out.

MANAGER RECOMMENDATION: Approve the budget amendment appropriating funds for the Police Department Leases.

BOARD ACTION TAKEN:

Town of Dallas
Budget Amendment

Date: May 14, 2024

Action: General Fund

Purpose: To appropriate funds to cover increased cost of Durango's purchased in FY 24

Number: PD-005

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0	Fund Balance Appropriated	\$ 606,334	\$ 626,334	\$ 20,000
10	3850	0000	Proceeds from Financing	\$132,000	\$171,500	\$39,500
10	5100	8100	Debt Principal	\$69,389	\$108,889	\$39,500
10	5100	7400	C/O Equipment	\$132,000	\$152,000	\$20,000

Approval Signature

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for SCIF Grant Expenditures

AGENDA ITEM NO. 5B

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

The Town was awarded two SCIF grants in FY 22 & 23. Grant Project 10751 was for \$100,000 and was awarded for renovations of downtown facilities. Grant Project 10752 was for \$80,000 and was allocated towards the use of updating equipment as well as renovations to downtown facilities.

At the March and April budget worksessions, staff had mentioned that we would re-structure these funds from the 208 N. Holland Street project to other areas of interest.

A budget amendment is attached to supplant \$28,000 towards Town Hall for the painting of the building and new awnings. Also in the amendment is \$6,500 to use for purchasing items for the Courthouse Board Room. The following funds will be in the FY25 budget ordinance for upfit and repairs to facilities.

MANAGER RECOMMENDATION: Approve the budget amendment accepting and appropriating funds for the SCIF Grant as presented.

BOARD ACTION TAKEN:

Town of Dallas
Budget Amendment

Date: May 14, 2024

Action: SCIF Fund Allotment

Purpose: To use SCIF funds for Project 10752 for Town Hall Awnings/Paint and Courthouse Upfit

Number: SCIF-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
90	9000	9000	Contribution to GF	\$0	\$34,500	\$34,500
90	3390	0000	Grant Revenue (SCIF)	\$180,000	\$214,500	\$34,500
10	3985	0000	Contribution from SCIF	\$0	\$34,500	\$34,500
10	4100	1510	Maint And Repair Admin Office	\$31,120	\$59,120	\$28,000
10	4300	1600	Maint and Repair Equipment	\$1,000	\$7,500	\$6,500

 Approval Signature
 (Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Police Week Proclamation

AGENDA ITEM NO. 5C

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 15-21, 2024 as National Police Week in Dallas and to recognize the service of the Dallas Police Department.

The Board has asked Police Chief Robbie Walls, to read the Proclamation aloud during the May 14 Board meeting.

MANAGER RECOMMENDATION: Approve the National Police Week Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation for Peace Officers Memorial Week 2024

WHEREAS, there are approximately 900,000 law enforcement officers serving communities across the United States, including the dedicated members of the Dallas Police Department; and

WHEREAS, more than ever, our nation depends upon local law enforcement as our first line of defense and it is important for the citizens of Dallas and Gaston County to know and understand the duties, responsibilities, and challenges of our law enforcement officers and agencies; and

WHEREAS, the men and women of those agencies give of themselves day in and day out to preserve our homeland security, and we applaud them for recognizing their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first recorded death in 1791, more than 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT PROCLAIMED, that the Town of Dallas formally designates May 15-21, 2024 as Peace Officers Memorial Week in Dallas, North Carolina, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Adopted this the 9th day of April, 2024.

Hayley Beaty, Mayor

Attested by:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Proclamation for Fallen Officers

AGENDA ITEM NO. 5D

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

On April 29, 2024, in Charlotte NC, four Law Enforcement Officers were killed in the line of duty. This Proclamation is to honor their memory for their service and sacrifice for the citizens of Charlotte.

Mayor Beaty will read the Proclamation aloud during the May 14 Board meeting.

MANAGER RECOMMENDATION: Approve the Proclamation as presented.

BOARD ACTION TAKEN:

A PROCLAMATION HONORING THE FALLEN POLICE OFFICERS OF THE CHARLOTTE-MECKLENBURG POLICE DEPARTMENT AND THE U.S. MARSHAL FUGITIVE TASK FORCE AS THEY GAVE THE ULTIMATE SACRIFICE ON MONDAY, APRIL 29, 2024

WHEREAS, the State of North Carolina has suffered an unfathomable loss with the recent Law Enforcement tragedies in Charlotte, NC; and

WHEREAS, fallen Officer Joshua Eyer served with the Charlotte-Mecklenburg Police Department for six years and most recently was named the Officer of the Month for April 2024; and

WHEREAS, fallen Officer Alden Elliot served with the North Carolina Department of Adult Correction for 14 years, assigned to the Special Operations and Intelligence Unit and joined the NCDAC Special Operations and Intelligence Unit in 2016; and

WHEREAS, fallen Officer Samuel Poloche served with the North Carolina Department of Adult Correction for 14 years, assigned to the Special Operations and Intelligence Unit in 2013; and

WHEREAS, fallen Officer Thomas Weeks served as a U.S. Marshal for 13 years; and

WHEREAS, there is no greater sacrifice an Officer can make for their community than to give their life; and

WHEREAS, the impact of this tragedy upon the Officer's family, friends, department and community is immeasurable.

NOW, THEREFORE, IT IS PROCLAIMED, by the Mayor and the Board of Aldermen, and on behalf of the citizens of the Town of Dallas, that we extend heartfelt condolences to the Officer's families and colleagues of the City of Charlotte, NC and its citizens. We mourn the loss of these valuable public servants and pray for healing and hope in this time of need.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the Town of Dallas to be affixed on this 14th day of May, 2024.

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Public Works Week Proclamation

AGENDA ITEM NO. 5E

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

National Public Works Week has been sponsored by the American Public Works Association and the Canadian Public Works Association since 1960. Public Works staff are critical to the maintenance and upkeep of facilities, infrastructure, and public thoroughfares. They provide viatal service to the community and quality of life.

Attached is a proclamation recognizing May 19 – 25, 2024 as National Public Works Week.

MANAGER RECOMMENDATION: Approve the Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation For National Public Works Week 2024 “Advancing Quality of Life for All”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Dallas; and

WHEREAS, the infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Dallas to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their community; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT PROCLAIMED, that the Town of Dallas does formally designate the week of May 19 - 25, 2024 as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Adopted this the 14th day of May, 2024.

Hayley Beaty, Mayor

Attested by:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Proclamation for the 50 Year Anniversary of the Dallas Rescue Squad

AGENDA ITEM NO. 5F

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

The Dallas Rescue Squad celebrated their 50 Year Anniversary in April of this year. The Proclamation attached is for the Town of Dallas and the Board of Aldermen to honor their service and dedication to the Town for the past 50 years.

MANAGER RECOMMENDATION: Approve the Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation Honoring the 50th Anniversary of the Dallas Rescue Squad

WHEREAS, the Dallas Township Rescue Squad was established in January 1974 by a group of citizens; and,

WHEREAS, the group was led by Earl Withers Sr. and Don McCombs; and,

WHEREAS, the first meeting was held in April of 1974 with around 33 citizens present and the first call was answered by the Dallas Township Rescue Squad on August 4, 1974; and,

WHEREAS, the first headquarters was located at the Dallas Funeral Home; and,

WHEREAS, today their fleet consist of 2 rescue trucks, 6 ambulances, a boat, an All-Terrain Vehicle, and inflatable raft, a quick response vehicle, and a Chief's vehicle; and,

WHEREAS, in April 2005, they transitioned from an all-volunteer department to a combination department, hiring their first full-time employee; and,

WHEREAS, their members have responded to over 281,262 calls in the last 50 years; and,

NOW, THEREFORE, the Town of Dallas, by affirmative vote of its Board of Aldermen does hereby officially honor the Dallas Rescue Squad, and extends its collective appreciation and gratitude for their years of service in his community.

Adopted this the 14th day of May, 2024.

Hayley Beaty, Mayor

Attested by:

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Uncollectable Accounts in the Amount of \$30,538.24 to be Submitted to NC Debt Set Off

AGENDA ITEM NO. 5G

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

For authorization, are uncollectable accounts from the 4th Quarter of 2023 and the 1st Quarter of 2024. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied.

(The individual account listing that generates the total uncollectable amount due is considered by State statute to be confidential information, and therefore is not public record.)

MANAGER RECOMMENDATION: Authorize uncollectable accounts totaling \$30,538.24 be submitted to the NC Debt Setoff Program.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Adopt Town Charter of Council-Manager Form of Government

AGENDA ITEM NO. 5H

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

At the regular Board of Alderman meeting on March 12, 2024, the Board approved a resolution of intent to consider an ordinance to amend the Charter of the Town to adopt the Council-Manager form of government as set out in N.C.G.S. 160A-101(9)(b).

A public hearing was held on April 9 at the regular Board of Aldermen meeting which was required in order to propose the ordinance.

The Ordinance is attached for approval.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

**AN ORDINANCE AMENDING
THE CHARTER OF THE TOWN OF DALLAS TO ADOPT
THE COUNCIL-MANAGER FORM OF GOVERNMENT**

BE IT ORDAINED by the Board of Alderman of the Town of Dallas:

Section 1. Pursuant to G.S.160A-101 and 160A-102, the Charter of the Town of Dallas, as set forth in Chapter 342 of the 1979 Session Laws of North Carolina, as amended, is hereby further amended to provide that the Town of Dallas shall operate under the Council-Manager form of government in accordance with Part 2 of Article 7 of G.S. Chapter 160A and ~~any charter provisions not in conflict therewith.~~

Section 2. The Town of Dallas shall cause a notice to be duly published, stating that an ordinance amending the Charter to adopt the council-manager form of government has been adopted. Subject to any referendum petitioned for and conducted pursuant to G.S. 160A-103, this ordinance shall be in full force and effect from and after July 10, 2024.

Adopted this the _____ day of _____, 20_____.

Hayley Beaty
Mayor

ATTEST:

Sarah Ballard
Town Clerk

Approved as to Form:

J. Thomas Hunn
Town Attorney

**PUBLIC NOTICE STATING THAT AN ORDINANCE AMENDING
THE CHARTER OF THE TOWN OF DALLAS HAS BEEN ENACTED ADOPTING
THE COUNCIL-MANAGER FORM OF GOVERNMENT FOR TOWN OF DALLAS**

The public will take notice that the Board of Alderman of the Town of Dallas enacted an ordinance on May 14, 2024, amending the Town of Dallas Charter, as set forth in Chapter 342 of the 1979 Sessions Laws of North Carolina, as amended, to adopt the council-manager form of government for the Town of Dallas.

Sarah Ballard
Town of Dallas Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Rezoning Request Z-2023-03

AGENDA ITEM NO. 6A

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

Jeremy and Michele Falls have submitted a conventional rezoning petition to rezone parcels 170054 and 169873 from Residential R-6 to Industrial I-2. Only a small portion of the properties is located within the Town Limits. Parcel 170054 has split zoning and is currently both R-6 and I-2 within the Town.

At the meeting on March 21st, the Planning Board voted to send a recommendation to the Board of Aldermen to approve the rezoning request, along with statements of consistency and reasonableness for the rezoning.

Public Ad was sent out for May 3rd & May 8th. Property was signed May 2nd at the end of N. Hill St. where the Falls property begins.

All supporting documentation for the application is attached, including minutes from the Planning Board meeting, and consistency and reasonableness statements.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Town of Dallas Zoning Map Amendment (Rezoning) Application

Physical Property Address 122 Eason Rd and 204 Eason Rd Dallas, NC 28034

Tax Parcel Number 170054, 169873 Lot Size 44.71 acres

Current Zoning I-2 & R-6 Requested Zoning I2

Conventional Conditional

Property Owner(s) Jeremy & Michele Falls

Owners Address 1006 Kiser Dairy Rd Dallas, NC 28034

Phone Number 704-363-5909 Email Address jfalls_chg@bellsouth.net
(attach separate sheet if necessary)

If different than owner:
Applicant Name _____

Applicant Address _____

Phone Number _____ Email Address _____
(attach separate sheet if necessary)

Signature of Applicant [Signature]

Signature of Owner [Signature] Michele Falls

Staff Only:

Date of completed application _____ Received by _____

Planning Board Meeting Date _____

Public Hearing Meeting Date _____

November 17, 2023

Town of Dallas
Developmental Services Department
210 N. Holland St
Dallas, NC 28034

Developmental Services Department,

We are requesting the rezoning of Parcels 170054 & 169873. The majority of this property is zoned I-2. We are requesting that the portion of this property that is currently zoned R-6 be rezoned to I-2 for warehouses.

Thank you,

A handwritten signature in black ink, appearing to read "Michele Falls". The signature is written in a cursive style with a large initial "M".

Jeremy Falls

Michele Falls

Adjacent Property Owner List

Daniel P Hood- 516 N. Hill St Dallas, NC 28034 PID 227122

Randy Hayes- 680 Northbrook III School Rd Vale, NC 28168 PID 131796

Gastonia Associates, LLC- 400 E. Fields St Dallas, NC 28034 PID 170048

HDP Davis Hills, LLC- 212 S. Tryon St. Ste 1000 Charlotte, NC 28281 PID 310917

Lewis Friday- 1121 Philadelphia Church Rd Dallas, NC 28034 PID 169872

Larry Jenkins, Dean Jenkins, & Gloria Payne- C/O Edna Jenkins 150 Mountain View Rd Bessemer City, NC 28016 PID 171319

Danny Warren, Dean Warren, & Rondale Louise- 1006 Bud Jenkins Dr Dallas, NC 28034 PID 171321

Linda Jenkins- 1014 Bud Jenkins Dr Dallas, NC 28034 PID 171324

Billy Jenkins- PO Box 115 Dallas, NC PID 171323

Staff Report

Zoning Map Amendment Petition: Z-2023-03

Applicant: Jeremy & Michelle Falls

Authorized Agent: Jeremy & Michelle Falls

Property: Parcels 170054 & 169873

Owner: Jeremy & Michelle Falls

Current Zoning District:

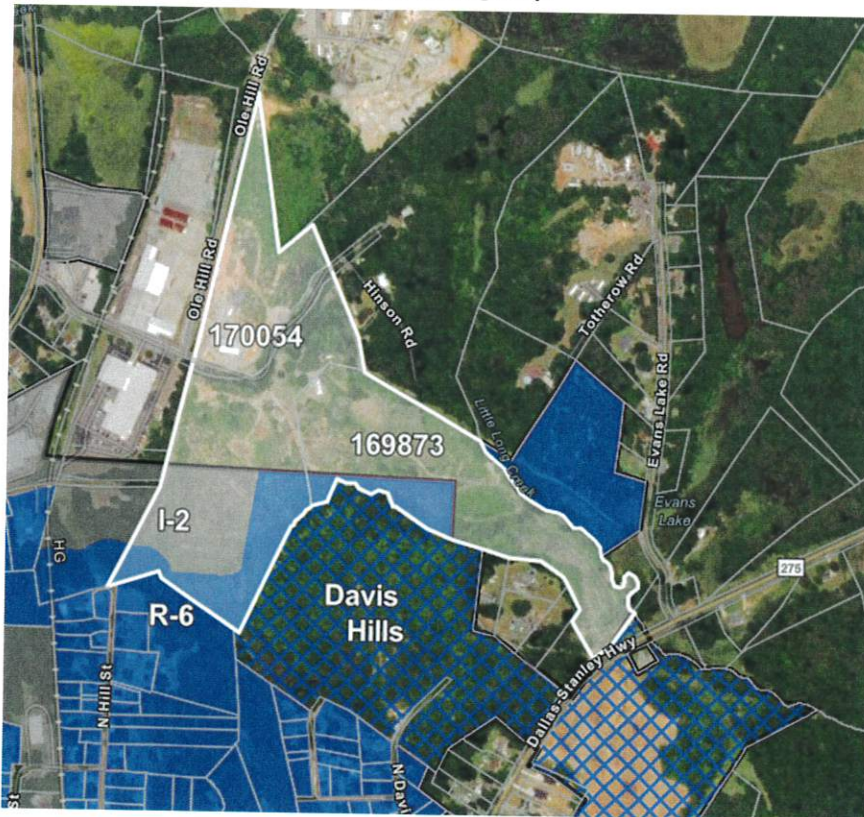
Requested Zoning District:

I-2/R-6		I-2	
Front/Rear Setbacks	25 feet	Front/Rear Setbacks	30/20 feet
Side Setbacks	6 feet	Side Setbacks	8 feet
Minimum Lot Area	6,000 sq feet	Minimum Lot Area	---
Minimum Lot Width	60 feet	Minimum Lot Width	---

Proposed Zoning Map Amendment: Jeremy Falls has submitted a conventional rezoning request to rezone two properties from split I-2/R-6 zoning to Industrial I-2.

General Location: The subject properties are located in the northern part of the Town. Both parcels are partially within the Town Limits and partially located solely in Gaston County. The primary access point for parcel 170054 is off Eason Road, and parcel 169873 has road frontage along Dallas Stanley Highway, north of the Davis Hills entrances. The site is bordered by industrial property to the north and west, residential R-6 to the south, and CD-R-6, the Davis Hills community, to the east.

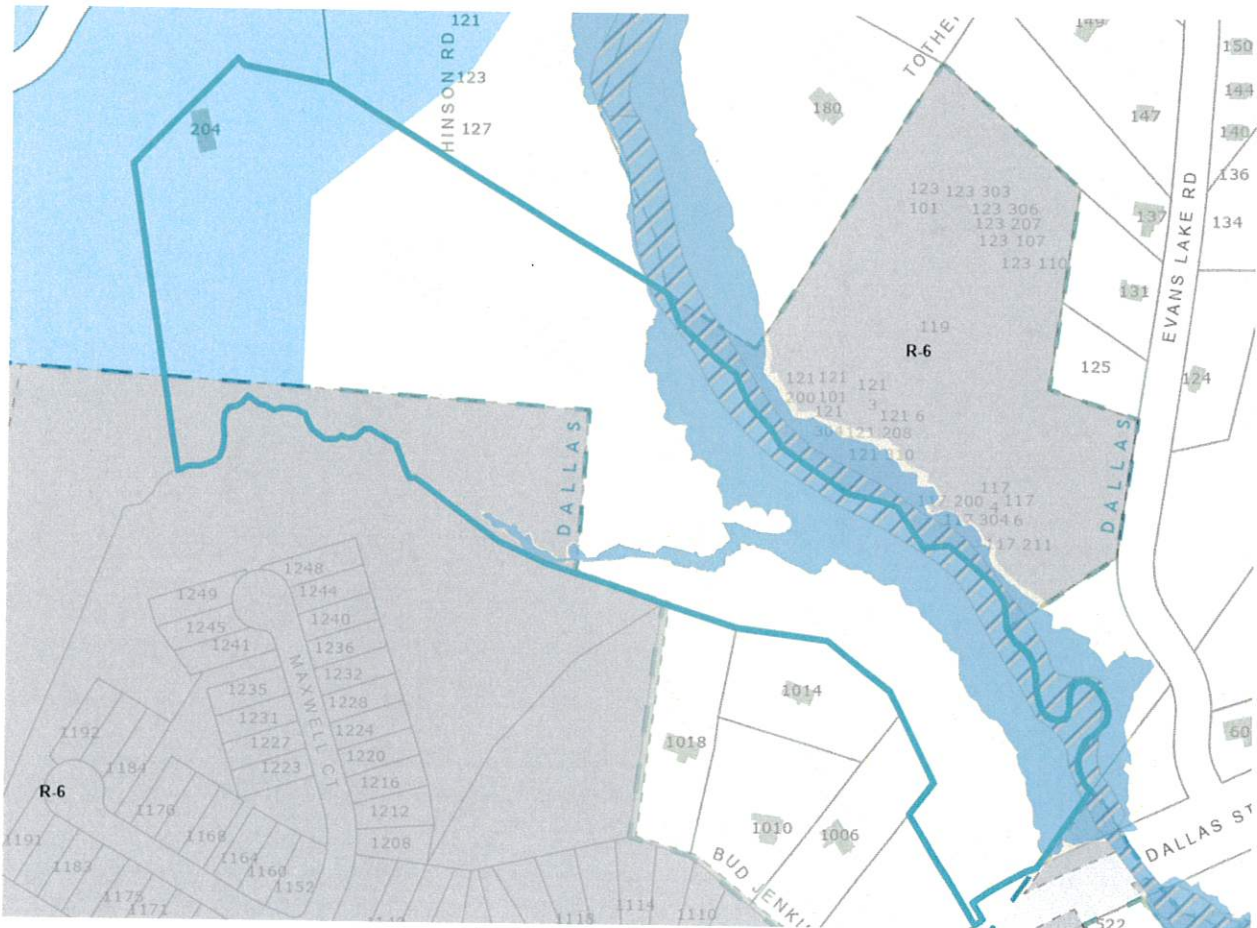
Area Zoning Map



Staff Analysis: The majority of these properties are located outside of the Town Limits and regulated by the Gaston County UDO. The area of parcel 170054 outside Town Limits is located entirely within Gaston County's Industrial I-2 District. Of the parcel's 27.49 acres, approximately 10.57 acres are within the Town Limits. This area is split between the Town's Industrial I-2 District and Residential R-6. The request to change the R-6 zoning to I-2 would make the zoning district and allowable uses uniform throughout the entire property.

Regarding parcel 169873, only 2.12 acres of the total 17.22 acres are within the Town Limits. This area is currently zoned entirely R-6, and located on the western portion of the property. The parcel's area subject to Gaston County's UDO has Industrial I-2 zoning on the western portion, and Residential R-1 on the eastern portion. Although the area requested for rezoning is immediately adjacent to the Davis Hills Subdivision project to the south, the community's common open space provides a buffer between the residential lots and the subject properties. This request if approved will expand the established industrial districts along Eason Road and Ole Hill Road.

Floodplain Coverage

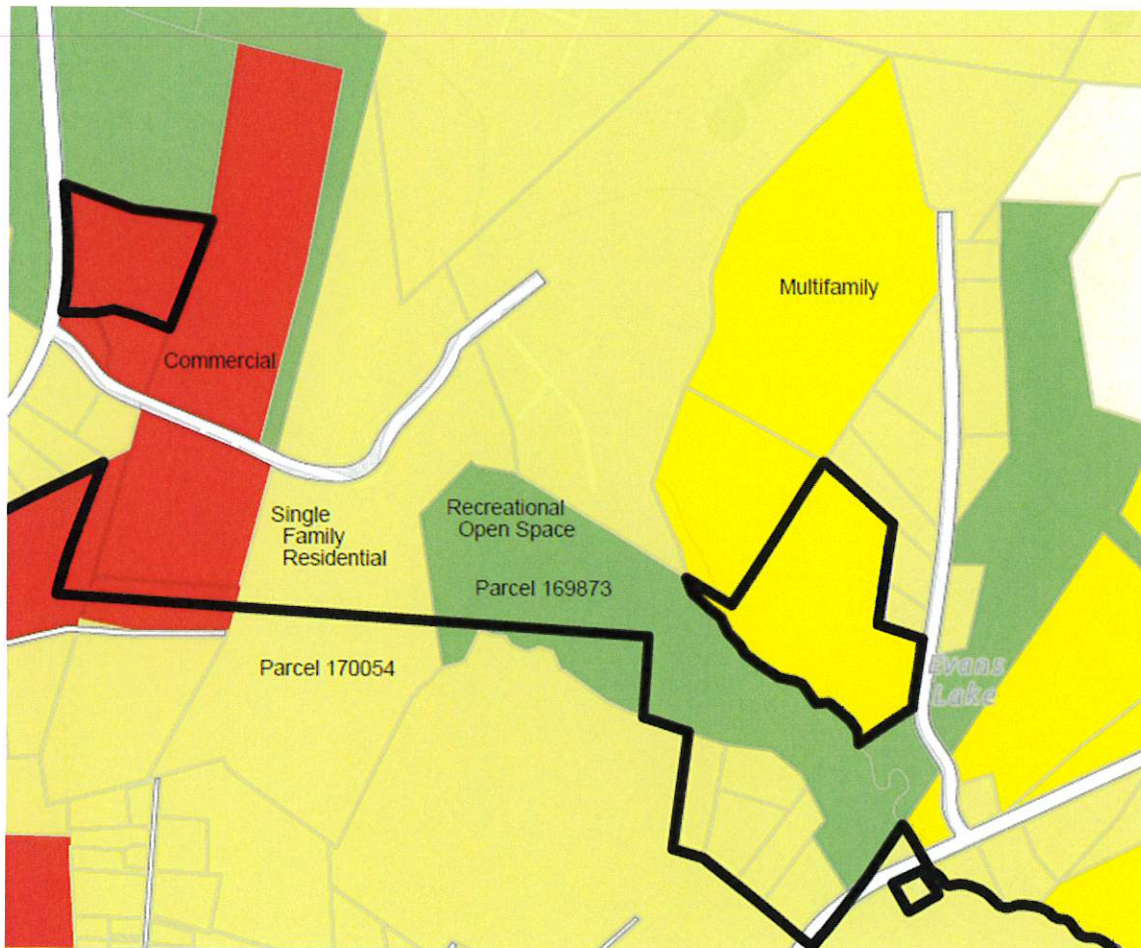


Although parcel 169873 has significant floodplain coverage along the east and south boundaries, there is minimal Special Flood Hazard Area coverage within the Town's jurisdiction.

These properties are located within the north side of town and sewer service and available capacity is dependent on the Dallas Stanley pump station.

Comprehensive Land Use Plan: The proposed rezoning is technically inconsistent with the Town’s adopted 2030 Comprehensive Land Use Plan. According to the 2030 Future Land Use Map, Parcel 170054 is expected to become Single Family Residential, and Parcel 169873 is expected to become Recreational Open Space. However, the current use of the properties and the immediate surroundings are industrial and manufacturing. The expectation these uses will expand to incorporate more of the subject properties is reasonable. The likelihood of the portions of either property within the Town becoming single family residential or recreational open space is unlikely.

Future Land Use Map 1



Staff Recommendation: Given the existing industrial uses in the area, including portions of the subject properties, the proposed rezoning to I-2 is the best move forward for the development of these properties. Although inconsistent with the 2030 Comprehensive Land Use Plan, staff recommends approving the request based on current uses and potential growth.

**Minutes
Town of Dallas
Planning Board
Meeting of March 21st, 2024**

The meeting was called to order at 6:30 pm by Chairman Wilson.

Chairman Wilson led the invocation and Pledge of Allegiance.

Members present: Curtis Wilson – Chairman, Glenn Bratton – Co-Chairman, Reid Simms, Troy Traversie, Thomas Smith, Gene Brown, and John O’Daly.

Also present: Lindsey Tysinger – Planner

Approval of Agenda: A motion was made to approve the agenda by Bratton, seconded by Smith, and the motion passed unanimously.

Approval of Minutes: A motion was made to approve the January 18th, 2024 minutes with corrections by Smith, seconded by O’Daly, and the motion passed unanimously.

New Business: No new business at this time.

Old Business: 8A- Cont. Falls Rezoning / Z-2023-03

- **Rezoning Z-2023-03:** The Falls Rezoning was continued during the January 18th Planning Board meeting due to lack of requirements met. Chairman Wilson discussed the action item and asked if the neighbors have been notified, Tysinger responded yes, letters were sent out and neighbors were notified of the rezoning. A motion was made to approve the agenda by Bratton, seconded by Smith, and the motion passed unanimously. Chairman Wilson read the Consistency Statement. Co-Chairman Bratton made the motion to amend the ‘For’ Consistency Statement, seconded by Smith, and the motion passed unanimously.

STATEMENTS OF CONSISTENCY AND REASONABLENESS FOR ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. However, current uses and future development trends promote more industrial uses, and to allow expansion and development this request is reasonable and in the best interest of the public.

Staff Report

Wilson asked Tysinger if there was anything for the Staff Report, Tysinger responded that the UDO Draft was sent to staff on March 8th and is currently be reviewed. Also hired a Development Service Director and would send an email to the Planning Board regarding details pertaining to the new Director.

Adjournment

Having no further business, a motion to adjourn was made by Bratton, seconded by Smith, and the motion passed unanimously. The meeting adjourned at 6:36pm for the Planning Board meeting and would continue into the Board of Adjustment Meeting.

Lindsey Tysinger, Planner

Curtis Wilson, Chairman

DRAFT




Town of DALLAS
PUBLIC HEARING
REQUEST: REZONING (Z-2023-03)
DATE: MAY 14th
TIME: 6:30 PM
LOCATION: 131 N. GASTON ST. Dallas, NC
INFORMATION: 704-922-3176
WWW.DALLASNC.NET




Town of DALLAS
PUBLIC HEARING
REQUEST: REZONING (Z-2023-03)
DATE: MAY 14th
TIME: 6:30 PM
LOCATION: 131 N. GASTON ST. Dallas, NC
INFORMATION: 704-922-3176
WWW.DALLASNC.NET

STATEMENTS OF CONSISTENCY AND REASONABLENESS ~~FOR~~ ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. However, current uses and future development trends promote more industrial uses, and to allow expansion and development this request is reasonable and in the best interest of the public.

STATEMENTS OF CONSISTENCY AND REASONABLENESS ~~AGAINST~~ ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. Residential uses are to the south, and there is floodplain coverage to the east discouraging heavy development. Therefore this request is unreasonable and not in the best interest of the public.

Statement Adopted: _____

Curtis Wilson, Chairman

Date



May 1st, 2024

NOTICE OF PUBLIC HEARING

Mayor
Hayley Beaty

Aldermen
Jerry Cearley
Sam Martin
Frank Milton
Hoyle Withers
Alan Cloninger

Town Manager
Ben Blackburn (Interim)

Town Clerk/HR
Sarah Ballard

Finance
Jonathan Newton

Town Attorney
J. Thomas Hunn

Police
Robert Walls

Electrical
Willie Smith

Public Works
Bill Trudnak

Development Svc
Anthony Smith

Fire Chief
Earl Withers III

Recreation
Alex Wallace

Town of Dallas
210 N. Holland St.
Dallas, NC 28034

Phone:
704-922-3176

Fax:
704-922-4701

Web Page:
www.dallasnc.net

The public will take notice that the Board of Aldermen for the Town of Dallas will hold a public hearing on **Tuesday May 14th, at 6:30pm at the Historic Dallas Courthouse, 131 N Gaston St. Dallas, NC 28034.**

This hearing will be held for a conventional rezoning request, #Z-2023-03, by applicant Jeremy & Michelle Falls. The rezoning request is for parcels 170054 & 169873. Both parcels are split between the Town of Dallas and Gaston County. The request is to rezone the properties from Residential R-6 to Industrial I-2.

All interested persons are invited and encouraged to attend. For those persons requiring special assistance, please contact Town Hall at 704-922-3176, at least 48 hours prior to the commencement of the meeting.

For questions or further information, please contact Lindsey Tysinger at (704) 922-3176 x264 or email ltysinger@dallasnc.net.



Notice of Public Hearing

The public will take notice that the Board of Aldermen for the Town of Dallas will hold a public hearing on Tuesday May 14th, at 6:30pm at the Historic Dallas Courthouse, 131 N Gaston St. Dallas, NC 28034. This hearing will be held for a conventional rezoning request, #Z-2023-03, by applicant Jeremy & Michelle Falls. The rezoning request is for parcels 170054 & 169873. Both parcels are split between the Town of Dallas and Gaston County. The request is to rezone the properties from Residential R-6 to Industrial I-2. All interested persons are invited and encouraged to attend. For those persons requiring special assistance, please contact Town Hall at 704-922-3176, at least 48 hours prior to the commencement of the meeting.

For questions or further information, please contact Lindsey Tysinger at (704) 922-3176 x264 or email ltyisinger@dallasnc.net.
Publication Dates
L00000000

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: UDO Presentation by Chad Meadows with Code Wright

AGENDA ITEM NO. 7A

MEETING DATE: 05/14/24

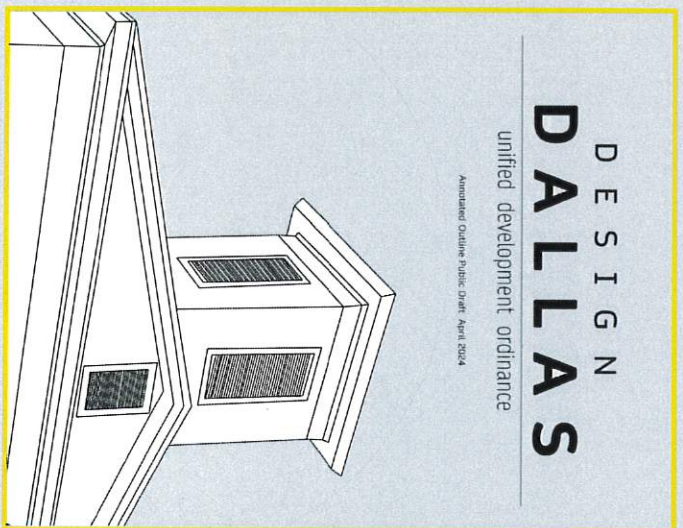
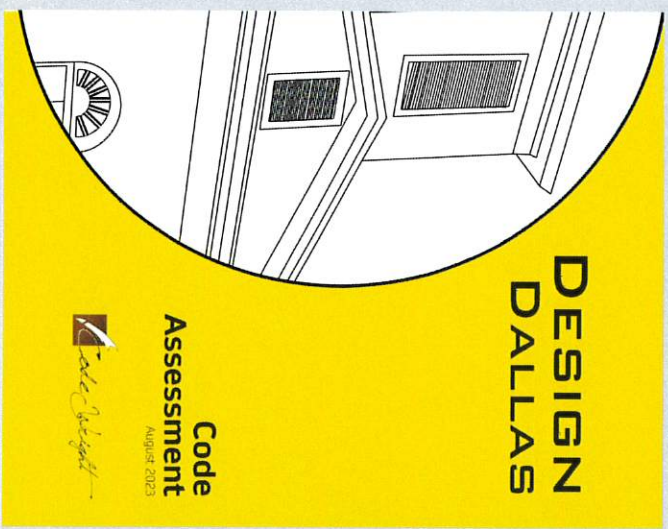
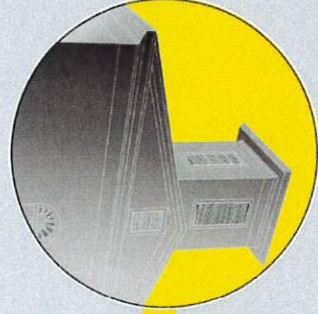
BACKGROUND INFORMATION:

Chad Meadows with Code Wright will be giving a presentation on the code assessment and the annotated outline.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

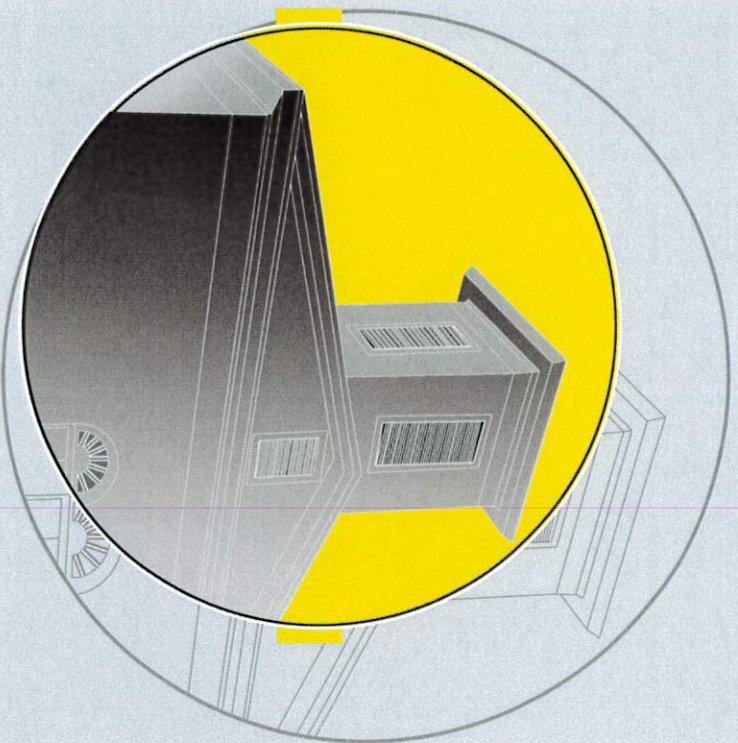
DESIGN DALLAS



Public Forum One
May 14, 2024



OVERVIEW



1

Project Background

Goals, Tasks, Team, Webpage

2

Code Assessment

Purpose, Contents, Recommendations

3

Annotated Outline

Purpose, Document Basics, Chapters

4

Questions & Answers

5

Next Steps

Initial Draft UDO

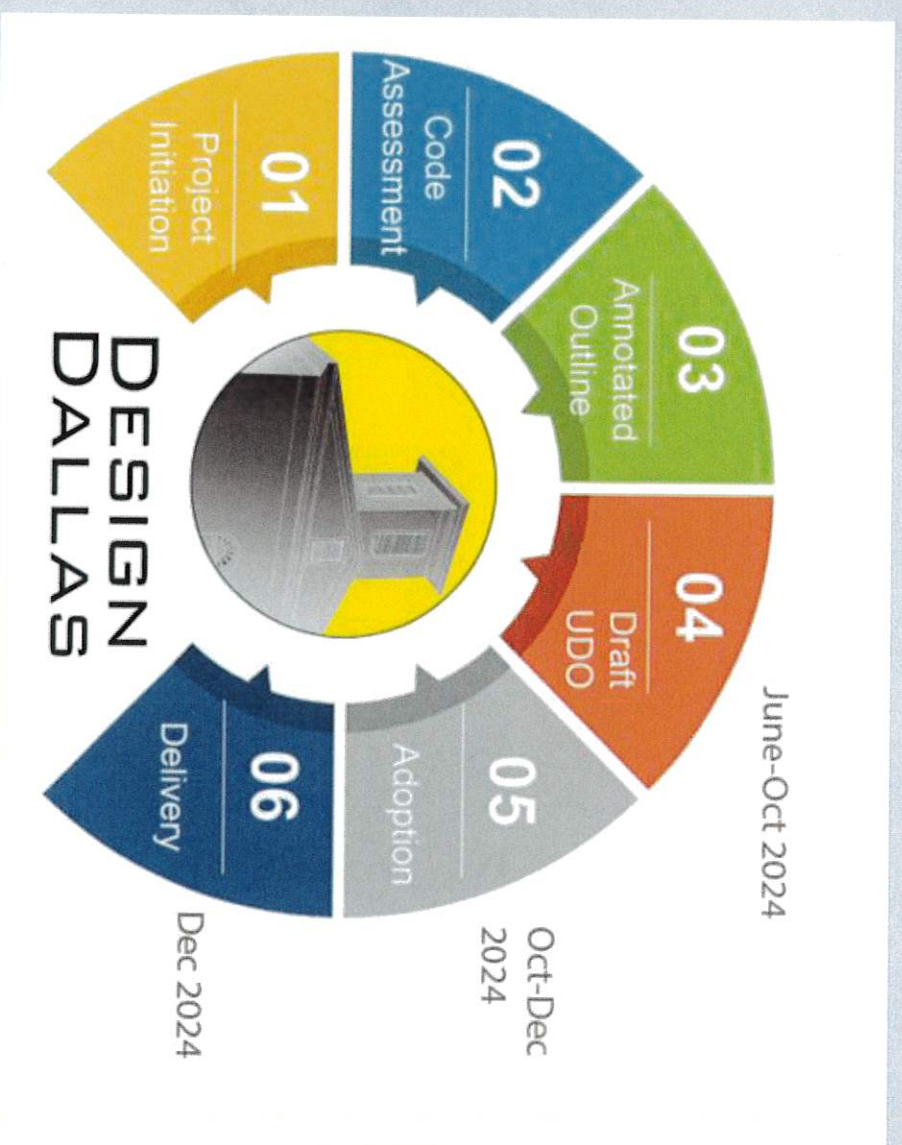


PROJECT GOALS

- Establish a new UDO
- Implement the 2030 Comprehensive Growth Plan & Bicycle/Pedestrian Plan
- Raise the bar for development quality
- Ensure the procedures are predictable
- Ensure consistency with State and federal law
- Maximize use of illustrations
- Self-codify the UDO



PROJECT TASKS



DESIGN
DALLAS



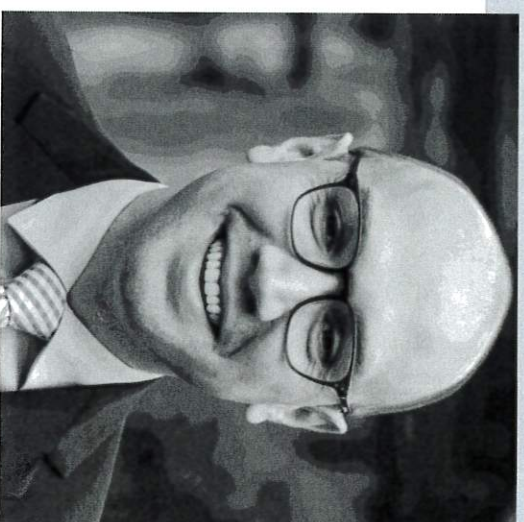
TEAM



Chad Meadows
Project Lead



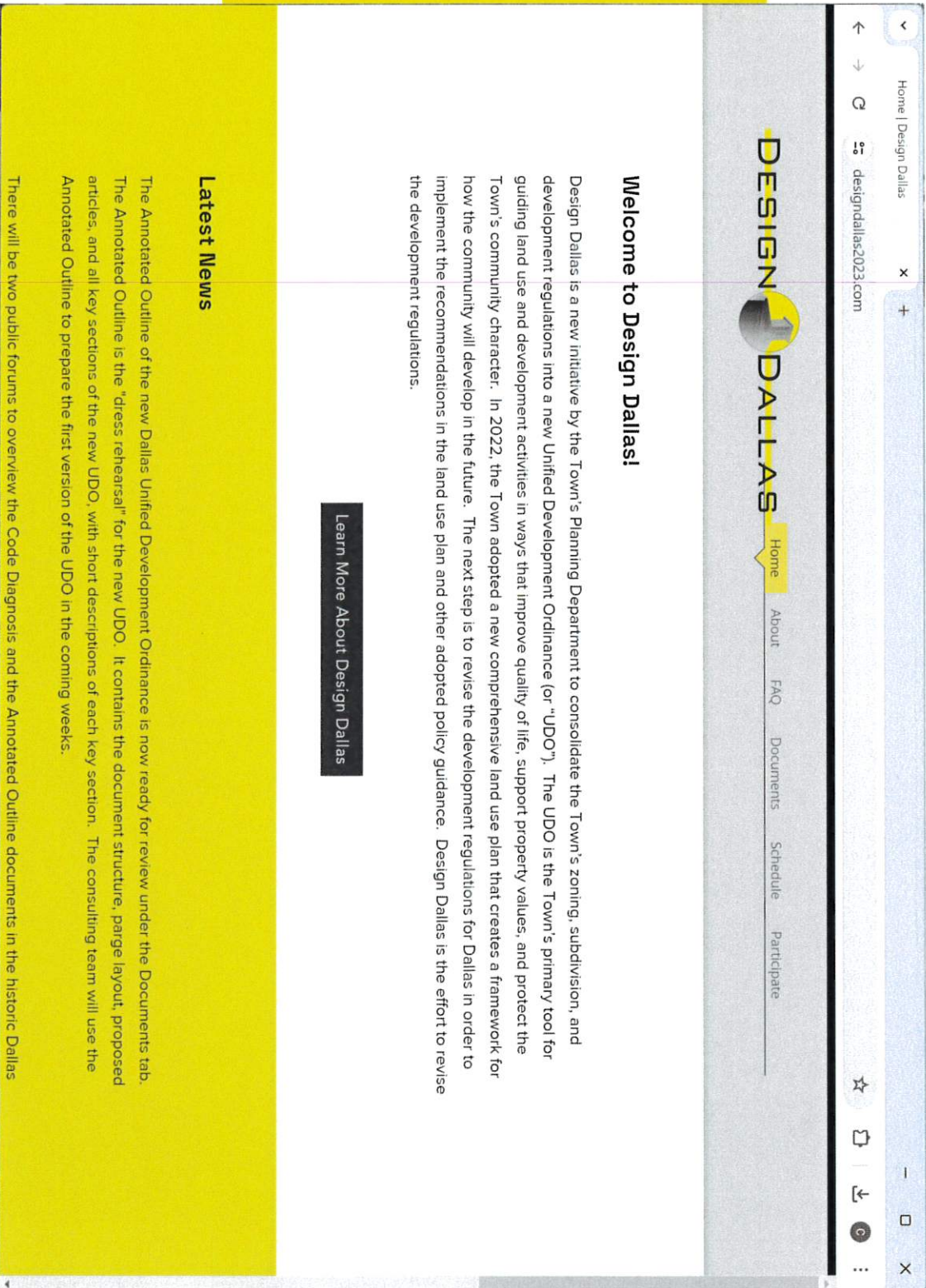
Angie Manning
Drafting Assistance



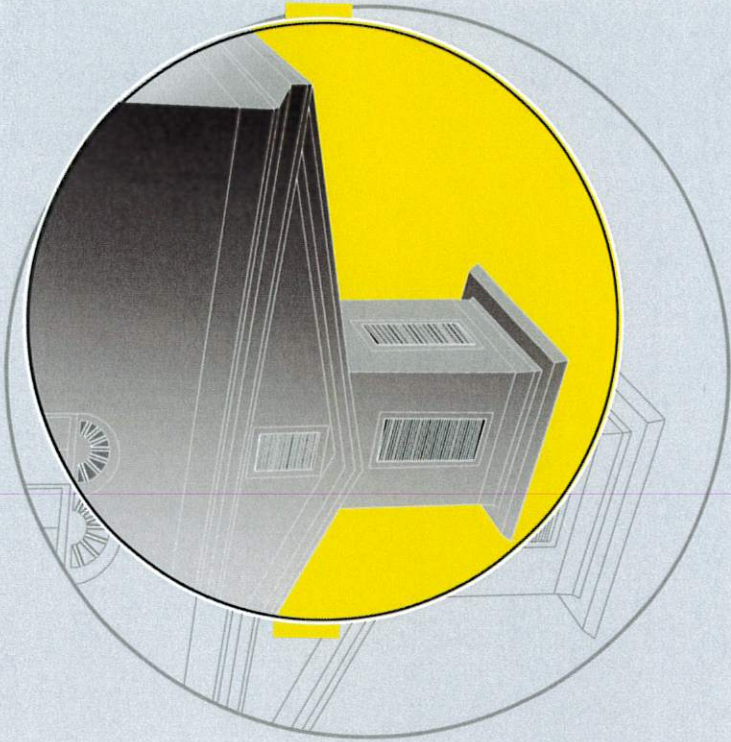
Andrew Ausel
Drafting Assistance

Design Dallas • Public Forum One • 5.14.24 • 5





OVERVIEW



1

Project Background
Goals, Tasks, Team, Webpage

2

Code Assessment
Purpose, Contents, Recommendations

3

Annotated Outline
Purpose, Document Basics, Chapters

4

Questions & Answers

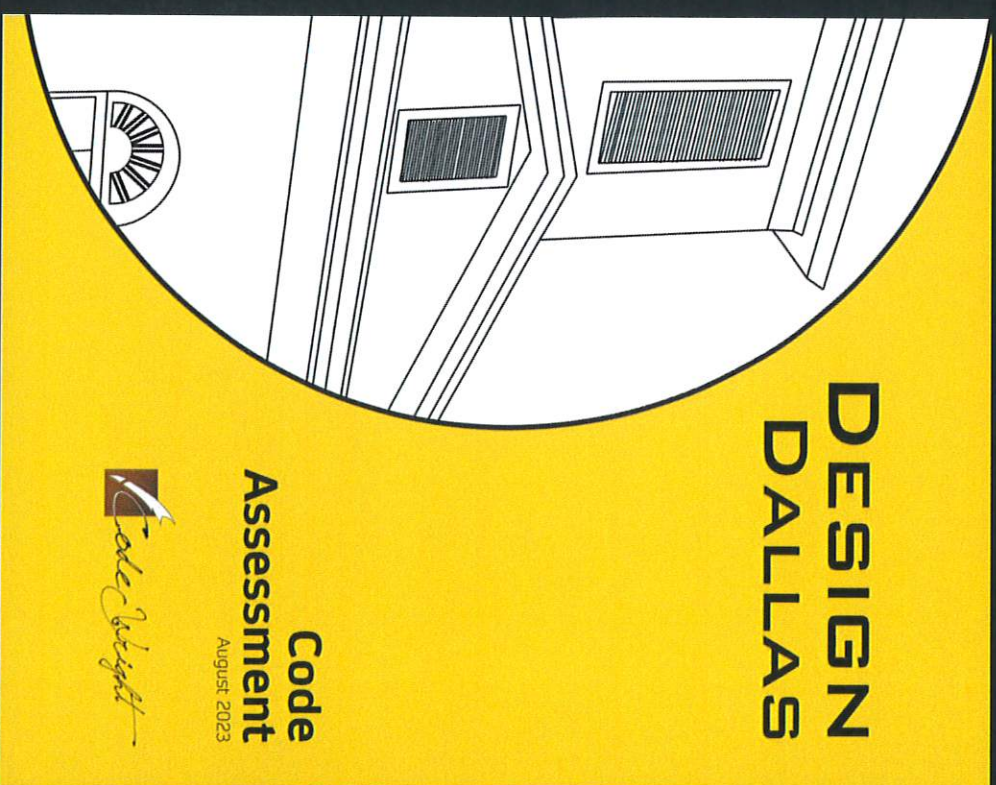
5

Next Steps
Initial Draft UDO



CODE ASSESSMENT

- Gap analysis: city's land use policy guidance vs current development rules
- Framework for discussion
- Suggestions about how to implement land use policies
- 43 recommendations for improvement





DESIGN DALLAS

**Code
Assessment**
August 2023



1. Make the regulations more user-friendly
2. Implement the Adopted Policy Guidance
3. Ensure the new UDO is consistent with State law, Federal law, and court precedent
4. Incorporate diagrams, illustrations, summary tables and graphics to convey code concepts
5. Raise the bar for development quality
6. Incorporate moderate incentives and flexibility
7. Promote more housing options



Dynamic Headers

CHAPTER 5: DEVELOPMENT STANDARDS
Section 5.3: Building and Site Design Standards
Subsection 5.3.8: Nonresidential and Mixed-Use Development
(11) Large-Scale Development

(b) Minimum Building Height
In cases where any off-street surface parking is located between the building and the street, the minimum building height shall be at least three stories.

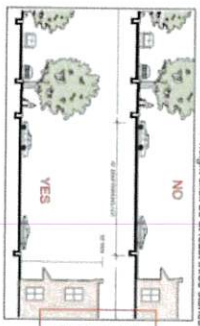


Figure 5-47. This image depicts how buildings in conventional parking in the area between the building's facade and the street it fronts, provided the building is three stories in height or greater.

White Space

(11) Large-Scale Development
Developments composed of one or more structures engaged in retail or wholesale sales each exceeding 20,000 square feet, or developments with a single large commercial establishment exceeding 20,000 square feet and one or more smaller structures shall comply with the standards in this subsection as well as the following:

- (a) Liner Buildings
A series of smaller "liner buildings" shall be positioned along the primary facade of the large structure to break up the structure's mass.
- (b) As an alternative to liner buildings, the primary facade of a large-scale development can be designed to appear as multiple small structures, except that individual doorways shall not be required.



Figure 5-48. The mass of large-scale development can be made more human-scaled and more visually appealing by using a series of smaller buildings or architecture replicating liner buildings as depicted here.

Footers

City of Franklin, Tennessee | Zoning Ordinance
Page 5-48

Figure Captions

Nested Text with headings and sub-headings

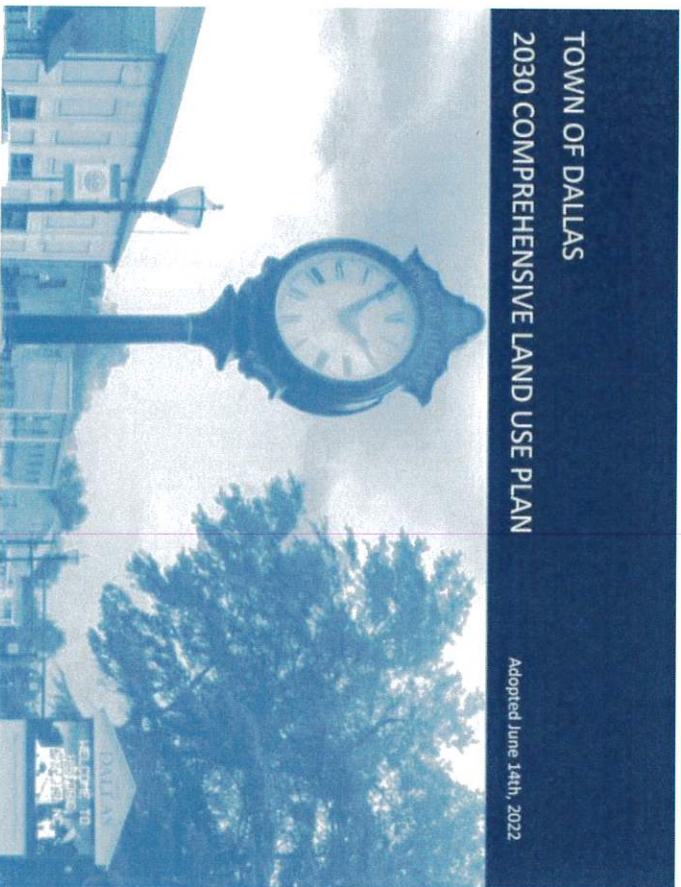
Illustrations of text provisions

USER-FRIENDLY

1. Use numbered statements instead of long paragraphs
2. Measurable review criteria
3. New application forms

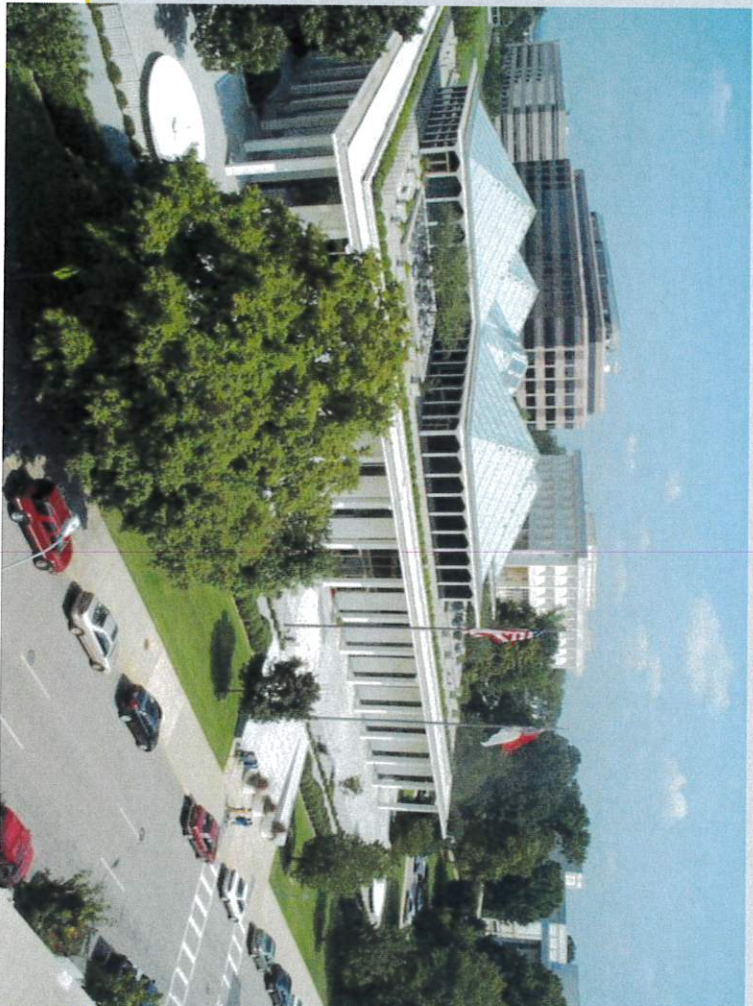


IMPLEMENT POLICY



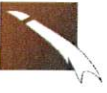
- 1. Economic development**
- 2. Cultural resources**
- 3. Transportation & mobility**
- 4. Community facilities/services**
- 5. Housing**
- 6. Land use**





- 1. 160D**
- 2. Session Laws 2019-2024**
- 3. Vesting**
- 4. Sign regulations**
- 5. Modernize uses**

CONSISTENCY WITH THE LAW



ILLUSTRATIONS & GRAPHICS

Example Zoning District Summary Pages

Chapter 3 Districts | *Home 1177021 (Long Point)*

133 DOWNTOWN BROADMOOR RESIDENCEHOOD

133 | *Home 1177021 (Long Point)*

Chapter 3 Districts | *Home 1177021 (Long Point)*

134 | *Home 1177021 (Long Point)*

Precedent Images Showing Preferred Development Forms

Home 3 183 3 183 | *Home 1177021 (Long Point)*

Home 3 183 3 184 | *Home 1177021 (Long Point)*

Annotated Photos Illustrating Design Standards

CHAPTER 3 STANDARDS | *Home 1177021 (Long Point)*

133 | *Home 1177021 (Long Point)*

CHAPTER 3 STANDARDS | *Home 1177021 (Long Point)*

134 | *Home 1177021 (Long Point)*

Sign Standards (for 2 kinds of signs) Organized in Table Form

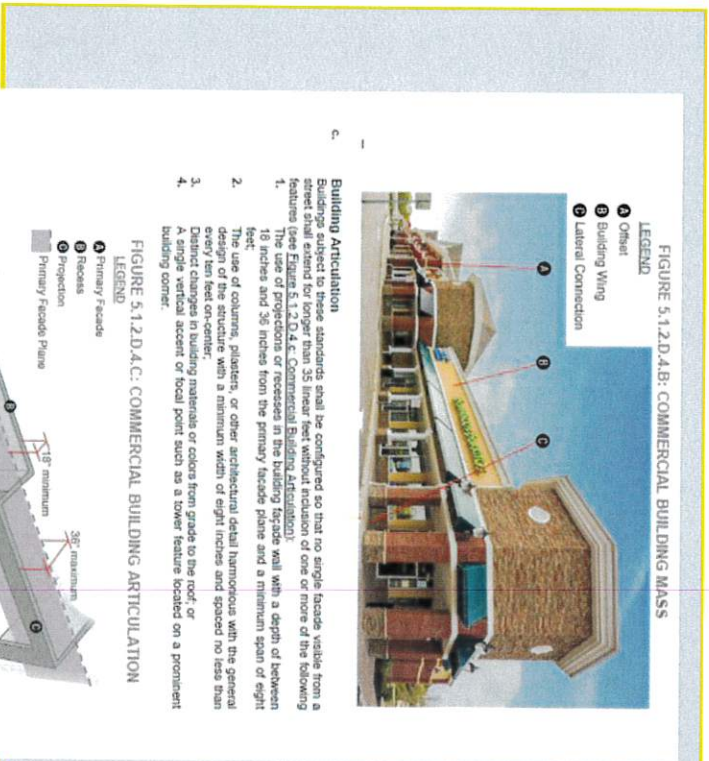
TABLE 3.1.1.1 - SIGN STANDARDS FOR SIGN TYPE

Sign Type	Color	Font	Size	Height	Location	Other
POLITICAL SIGN	Blue	White	18"	4'-0"	Front	None
	Green	White	18"	4'-0"	Front	None
	Red	White	18"	4'-0"	Front	None
	Yellow	Black	18"	4'-0"	Front	None
FAIRWAY SIGN	Blue	White	18"	4'-0"	Front	None
	Green	White	18"	4'-0"	Front	None
	Red	White	18"	4'-0"	Front	None
	Yellow	Black	18"	4'-0"	Front	None

TABLE 3.1.1.2 - SIGN STANDARDS FOR SIGN TYPE

Sign Type	Color	Font	Size	Height	Location	Other
POLITICAL SIGN	Blue	White	18"	4'-0"	Front	None
	Green	White	18"	4'-0"	Front	None
	Red	White	18"	4'-0"	Front	None
	Yellow	Black	18"	4'-0"	Front	None
FAIRWAY SIGN	Blue	White	18"	4'-0"	Front	None
	Green	White	18"	4'-0"	Front	None
	Red	White	18"	4'-0"	Front	None
	Yellow	Black	18"	4'-0"	Front	None



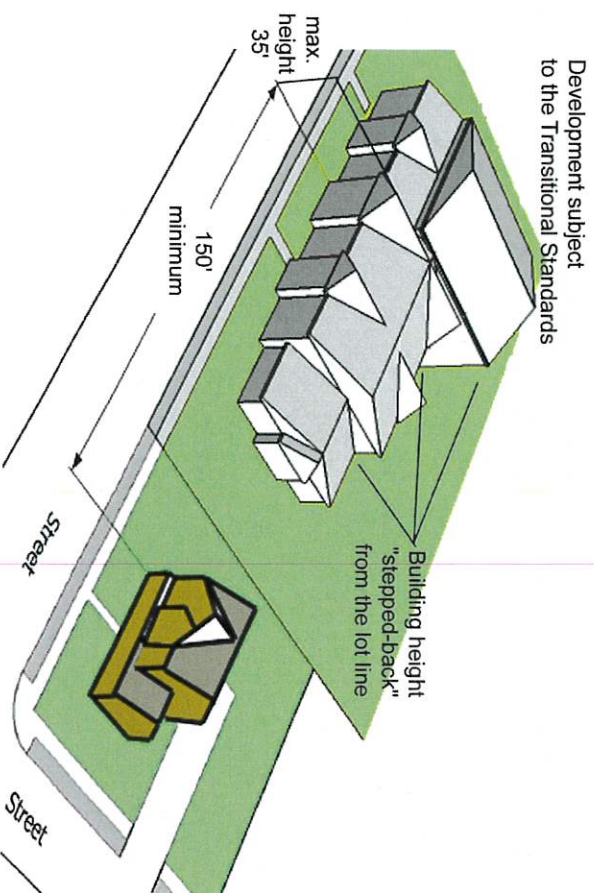


1. New design standards & guidelines
2. Pedestrian facilities
3. Off-street parking
4. Exterior lighting
5. Open space
6. Street connectivity
7. Use standards

RAISE THE BAR FOR QUALITY

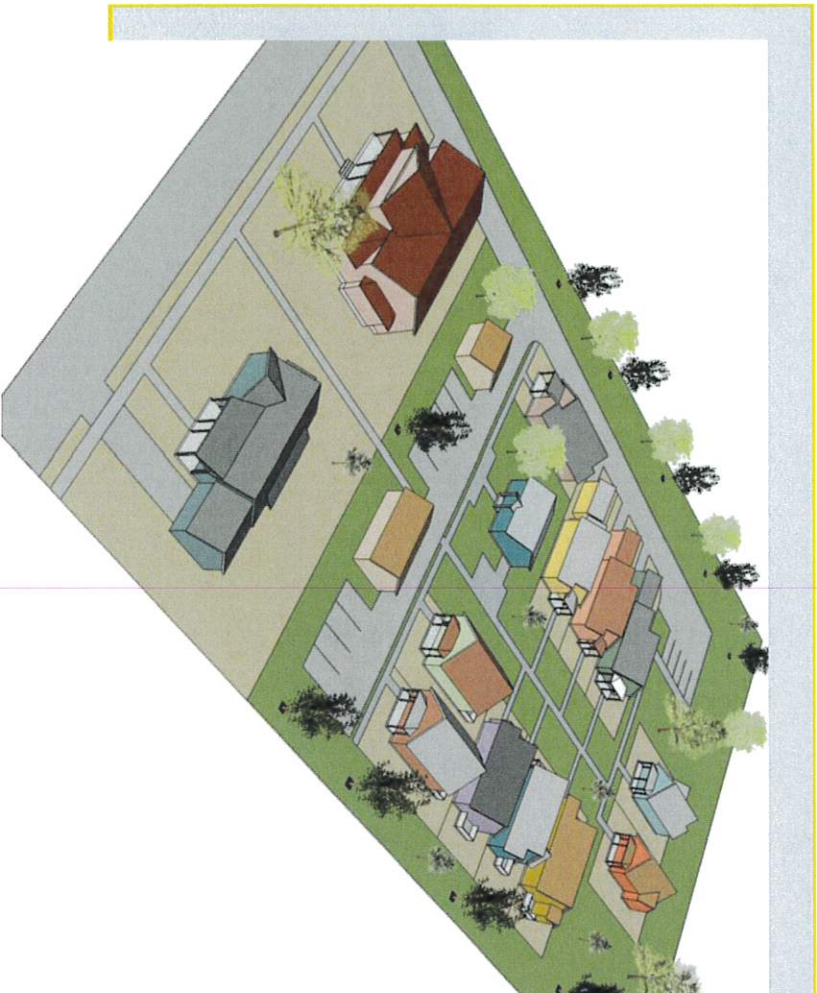


INCENTIVES & FLEXIBILITY



1. Sustainability
2. Administrative adjustment
3. 3-tier conditional zoning
4. Conservation subdivision
5. Alternative minimum compliance
6. Density bonuses
7. Menu-based design standards
8. Nonconforming site features
9. Infill compatibility



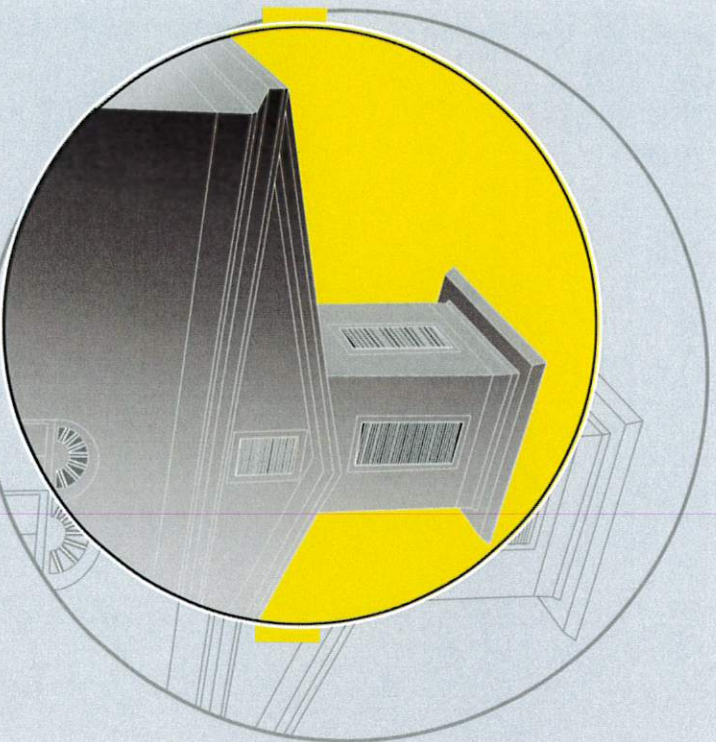


- 1. Wider range of “by-right”**
- 2. Small lot/small size**
- 3. Accessory dwelling units**
- 4. Multi-family/townhouse**
- 5. Incentives for workforce housing**
- 6. Live/work units**

MORE HOUSING OPTIONS



OVERVIEW



1

Project Background

Goals, Tasks, Team, Webpage

2

Code Assessment

Purpose, Contents, Recommendations

3

Annotated Outline

Purpose, Document Basics, Chapters

4

Questions & Answers

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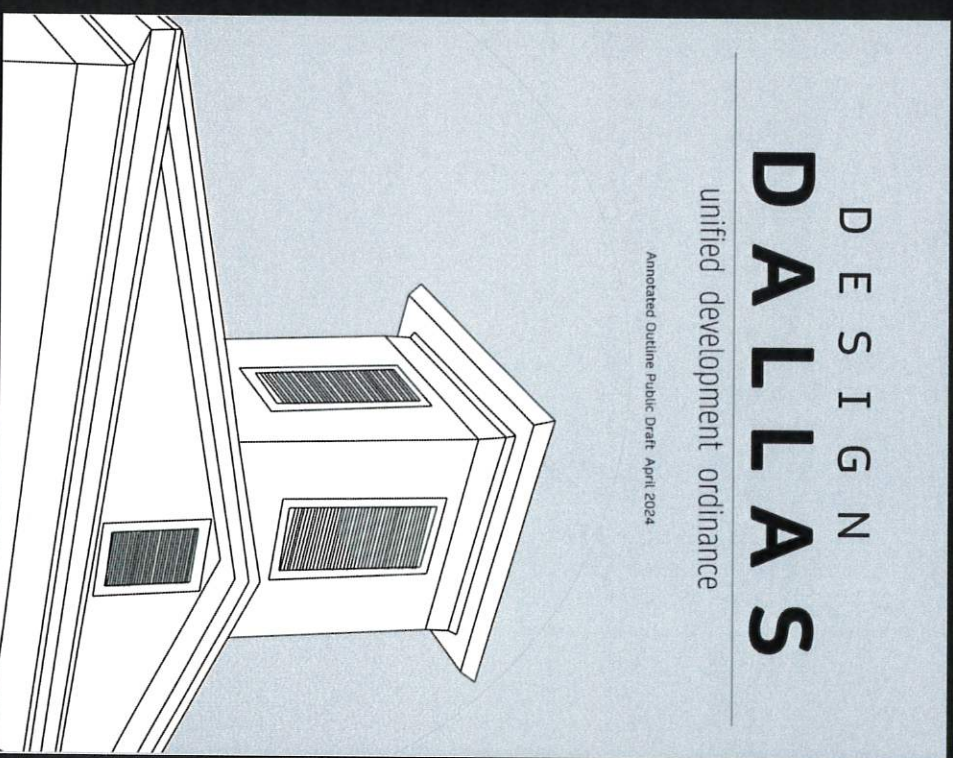
Next Steps

Initial Draft UDO



ANNOTATED OUTLINE

- Refinement of concepts discussed in Code Assessment
- UDO document format
- Article & Section organization
- Procedures, Districts, Uses
- Exploration of proposed development standards



DOCUMENT BASICS

1. ADMINISTRATION
2. APPLICATIONS
3. DISTRICTS
4. LAND USES
5. NONCONFORMITIES
6. STANDARDS
7. VIOLATIONS
8. WORD USAGE
9. APPENDICES



STYLE SET

CHAPTER 10. STYLE SET

Body Text 1

§ 10.1. HEADING 2

Body Text 2

§ 10.1.1 HEADING 3

Body Text 3

A. HEADING 4

Body Text 4

1. HEADING 5

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a. HEADING 6

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l. HEADING 7

Body Text 7

§ 10.1.2 List 3x

A. List 4x

1. List 5x

a. List 6x

l. List 7x

GENERIC HEADING

GENERIC SUB-HEADING

DEFINITION

FIGURE CAPTION

EDITOR'S NOTE

EDITOR'S NOTE SMALL

TABLE HEADING

TABLE SUB-HEADING

Table Text

Table Text Small

ABOUT THIS ANNOTATED OUTLINE

This document is the Annotated Outline 1 for the Town's new Unified Development Ordinance (or "UDO"). The Annotated Outline is a blueprint or a road map for the new UDO. It previews the chapter and section sequence anticipated for the UDO. Some sections, like the summary table of application procedures, zoning district translation table, or the table of common principal uses are already complete, while other sections include only an introductory paragraph or section structure that will be completed as the UDO is drafted.

The following paragraphs explain some of the attributes of this Annotated Outline.

This Annotated Outline includes a text formatting system comprised of numbered section and sub-section headings in yellow and gray that are designed to help code users understand how the text is organized. These numbers are new and differ from the numbering in the Town's current Zoning and Subdivision regulations. Section headings include different color backgrounds, fonts, and underlining to help them be more visible.

This Annotated Outline (and the subsequent UDO) has 9 chapters, which are ordered alphabetically. Most sections within each chapter are also ordered alphabetically. Some chapters also include an introductory section that explains how the regulations in the chapter are structured and how to use them effectively.

The top of almost every page in the Annotated Outline includes the chapter's name and number, as well as the number and name of the section included on that page. This is done so users can navigate the document using only the tops of pages. Page numbers are included at the bottom of each page.

To ensure that a user is reviewing the most recent version of the document, the footer at the bottom of the page also includes the date the document was last updated. The most recent version of the document is maintained on the Town's webpage and is also available in the Town's Development Services office.

Highlighted text in this Annotated Outline indicates a future dynamic cross reference that, when selected with a mouse, will automatically advance a reader to the location of the cross-referenced text in the UDO. Individual table of contents entries and index entries are also dynamic cross references that when selected, will automatically advance to the selected location when this functionality is added to the UDO after adoption.

(over, please)

¹ NOTE TO STAFF: This kind of "About this..." section is becoming a common way of introducing a code user to the basic operational features of a digital development code. It typically includes details on the dynamic links in tables of contents, cross references, and the index. It explains what dynamic cross references look like along with frequently asked questions of the text. (One possible addition to this part of the document could be the addition of "How to use this" or "How to navigate" sections.) This provides a uniform foundation of knowledge about the UDO and how it operates for Town staff, code users, and Town officials. It is specifically identified as supplementary and illustrative in nature and is not part of the adopted UDO text. Please advise if the Town would like to include an FAQ table with this section.



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CHAPTER 2. APPLICATIONS § 2.3. Application Types § 2.3.1 Administrative Adjustment²¹

§ 2.3.1 ADMINISTRATIVE ADJUSTMENT²¹

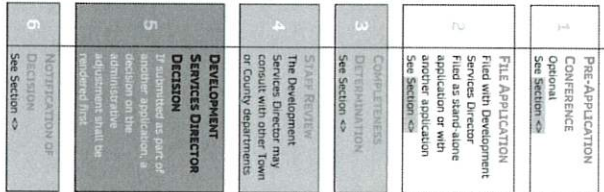
A. AIM OR PURPOSE

The purpose for this section is to establish a clear procedure and measurable review criteria for the administrative consideration of requests for minor deviations to certain numeric standards in this Ordinance (like zoning district dimensional standards). The intent of the procedure is to provide relief from practical difficulties in complying with the standards of this Ordinance. Administrative Adjustments shall only be granted when Ordinance as described in Section <>, Purpose and Intent of Ordinance.

B. APPLICABILITY

1. Except where otherwise prohibited, an Administrative Adjustment may be requested for a modification or deviation to any of the following:
 - a. A zoning district dimensional standard in Chapter 3, Districts.
 - b. A numeric use-specific standard in Chapter 4, Land Uses.
 - c. A numeric requirement in Chapter 6, Standards.
2. In no instance shall an administrative adjustment application to increase the maximum allowable residential density on a lot, or seek to reduce any of the following:
 - a. The required minimum lot area in a zoning district.
 - b. The minimum required separation distance between two use types;
 - c. The requirements specified in a transportation impact analysis;
 - d. Reductions to the standards pertaining to flood damage prevention or riparian buffer protection; or
 - e. Reductions to required infrastructure standards, including streets, potable water, or wastewater system requirements.

FIGURE <>- ADMINISTRATIVE ADJUSTMENT PROCEDURE



²¹ The is an example of how review procedures will appear in the new UDO. Each application will include details on applicable, standards, the review order, review criteria, sequence, amendments, expiration, etc. Each procedure also includes a unique application review flow chart. The other procedures listed in this Annotated Outline include only a brief description of the procedure.



CHAPTER 1

ADMINISTRATION

Prefatory information; Legal 'boilerplate';
Review authorities; Transitional standards;
Vested rights

- § 1.1. APPLICABILITY
- § 1.2. AUTHORITY
- § 1.3. CONFLICT
- § 1.4. CONSISTENCY WITH POLICY GUIDANCE
- § 1.5. DOCUMENT TITLE
- § 1.6. EFFECTIVE DATE
- § 1.7. PROCEDURES MANUAL
- § 1.8. PURPOSE AND INTENT OF ORDINANCE
- § 1.9. REVIEW AUTHORITIES
- § 1.10. SEVERABILITY
- § 1.11. TRANSITIONAL PROVISIONS
- § 1.12. VESTED RIGHTS



CHAPTER 2

APPLICATIONS

§ 2.1. CHAPTER INTRO

§ 2.2. SUMMARY TABLE

§ 2.3. APPLICATION TYPES

§ 2.4. REVIEW PROCEDURES

§ 2.1. CHAPTER INTRODUCTION

This is a new section that explains how the Applications Chapter is organized into a summary table, a set of 31 different application types, and a set of basic or standardized review procedures the Town will follow when processing applications (application filing, staff review, notice, hearing procedures, notice of decision, etc.). It also explains the uniform structure of each application type and provides a key to the symbols and colors in each application's procedural flow chart.

§ 2.2. APPLICATION SUMMARY TABLE 19

This is a new summary table that identifies the range of development applications, the review authorities involved in application review (including the Town Engineer), a cross reference to the relevant section (in the digital version), and whether or not a pre-application conference is mandatory or optional. The table clarifies who hears appeals of certain decisions and indicates which decisions are made following legislative or evidentiary hearings.

TABLE <-> APPLICATION SUMMARY TABLE

PROCEDURE	UDO SECTION	PRE-APP. CONFERENCE	TECH. REVIEW COMMITTEE	TOWN ENGINEER {1}	DEV. SERVICES DIRECTOR {1}	PLANNING BOARD	BOARD OF ALDERMEN	BOARD OF ADJUSTMENT	GASTON CO. SUPERIOR COURT
Administrative Adjustment	↕	M	C	•	D	•	•	A	•
Annexation	↕	M	•	•	R	•	(D)	•	A
Appeal	↕	O	•	•	•	•	•	D	A
Building Permit	↔								

Performed by Gaston County Planning and Development Services

¹⁹ This table includes the following 13 new procedures: Administrative Adjustment (for limited flexibility on numeric standards other than density), Annexation, a certificate of compliance to be issued before a CD is issued by Gaston County), Conditional Rezoning (consisted of 3 different types), a Conservation Subdivision option, or subdivision), a formal rezoning process (for zoning text, map boundaries, corridors of approval, unlinked fee-in-lieu is required), a Limited Subdivision procedure (as mandated in 160D-302(c)), a Performance Guarantee application (required whenever a guarantee is required or requested), a Temporary Use Permit, a Transportation Impact Analysis procedure (completed at the same time other applications are processed), and a new Vested Rights Certificate that allows a vesting term beyond two years for site-specific vesting plans.



CHAPTER 3 DISTRICTS

- § 3.1. CHAPTER INTRODUCTION
- § 3.2. CONVENTIONAL ZONING DISTRICTS
- § 3.3. CONDITIONAL ZONING DISTRICTS
- § 3.4. OVERLAY ZONING DISTRICTS
- § 3.5. GENERAL DIMENSIONAL STANDARDS
- § 3.6. INCENTIVES AND ALTERNATIVES
- § 3.7. ZONING MAP

TABLE <->: ZONING DISTRICTS ESTABLISHED

FORMER ZONING DISTRICTS (FROM THE ZONING ORDINANCE)		ZONING DISTRICTS IN THIS ORDINANCE	
<i>CONVENTIONAL RESIDENTIAL DISTRICTS</i>			
R-15	Single-Family Residential	R-3	Residential Low Density
R-12	Single-Family Residential	R-4	Residential Moderate Density
R-10	Single-Family Residential	R-7	Residential Medium Density
R-5	Single-Family Residential		
R-8	Multi-Family Residential		
R-6	Multi-Family Residential	R-8	Residential High Density
RMF	Multi-Family District		
RMF-H	High Density Multi-Family District		
<i>CONVENTIONAL NON-RESIDENTIAL DISTRICTS</i>			
O&I-1	Office and Institutional		
BC-1	BC-1 Shopping Center	B-1	Neighborhood Business
B-1	Neighborhood Business		
B-2	Highway Business	B-2	Highway Business
B-3P	Central Business District Perimeter	B-3	Central Business
B-3	Central Business	I-2	Light Industrial
I-2	General Industrial	I-3	Heavy Industrial
<i>CONDITIONAL DISTRICTS [1]</i>			
	N/A	CMX-	Conditional Mixed-Use (New)
	N/A	CNR-	Conditional Non-Residential (New)
	N/A	CRS-	Conditional Residential (New)
<i>OVERLAY ZONING DISTRICTS</i>			
	Cluster Development Overlay ²⁸	N/A (deleted)	
		FPOD	Floodplain Overlay

Chapter 3 Districts Section 3.2 Conventional Zoning Districts

Sub-section 3.2.8 (MXD) Mixed-Use

3.2.8 (MXD) MIXED-USE

A. MIXED-USE (MXD) DISTRICT PURPOSE STATEMENT

The Mixed-Use (MXD) District accommodates residential, institutional, and commercial land uses on lands well-served by public utilities. MXD areas are generally located adjacent to transit, major roads and along primary transportation corridors. The district is intended to foster functional neighborhoods where Towns and strong primary transportation corridors enjoy recreation without traveling large distances between differing uses. Buildings are built close to the sidewalk and close to one another or within pedestrian-oriented campuses without suburban-style setbacks and to the sidewalk and areas between them. Developments incorporate public gathering areas that create buildings for people to congregate and interact. Off-street parking and service areas are located to the sides and rear of buildings to help ensure a continuity of building facades along street edges and to avoid areas that are unattractive or undesirable for pedestrians. Buildings range in height from one-to-three stories. The district encourages a fine-grained network of streets and pedestrian ways that allow a wide freedom of movement and choices in transportation mode. Live/work dwellings, upper-story residential units, and a variety of other residential developments are allowed, but the district does not permit single-family detached dwellings. The district accommodates a wide variety of commercial and institutional use types, as well as low-impact industrial uses like maker space. Ground floor non-residential is encouraged but not required provided the ground floor is configured in accordance with non-residential building code requirements, and horizontally mixed uses (a blend of different use types in adjacent detached structures) is allowable but may be subject to maximum incentives for establishment of use mixing by the Town.

B. MIXED-USE (MXD) DISTRICT PREFERRED DEVELOPMENT FORMS



Horizontal Mixed-Use



Vertical Mixed-Use



Horizontal Mixed-Use



Vertical Mixed-Use

Chapter 3 Districts Section 3.2 Conventional Zoning Districts

Sub-section 3.2.8 (MXD) Mixed-Use

C. MIXED-USE (MXD) DISTRICT DIMENSIONAL STANDARDS

Max. Residential Density (units/acre)	12.0	Min. Street Setback (ft) [10] [11]	20
1 Min. Lot Area (sf) [1]	4,000	Max Street Setback (ft)	None
2 Min. Lot Width (ft) [2] [3] [4]	40	3 Side Setback (ft) [12] [13] [14]	15
3 Max. Lot Coverage (% of lot area)	70	4 Rear Setback (ft) [12] [13] [14]	25
4 Min. Open Space (sf) [5]	10,000	5 Min. Spacing Between Buildings (ft) [12]	10
5 Min. Open Space Set Aside (% of lot area) [6]		6 Between Principal Buildings	10
6 Min. Building Height (stories) [7]	2	7 Min. Perimeter Setback for Multi-Building and Unified Developments (ft) [15]	30
7 Min. Building Height (ft)	42	8 Min. Off-Street Parking Setback (ft) [16]	20
8 Min. Building Frontage (% of lot width) [8]	60	9 Min. Off-Street Parking Setback (ft) [16]	20

NOTES

- [1] Plus an additional 500 sq feet residential lot and development in excess of two units.
- [2] Applied to the entire development site when building setbacks are provided or party walls.
- [3] Measured at the exterior building setback line (not the "sole" portion of a bay lot).
- [4] New blocks of lots with lot widths of less than 50 feet require the provision of alleys.
- [5] Applied to the non-residential portion of a building. Buildings on lots over five acres in area are exempt.
- [6] One section is 7 Open Space Set Aside and Parkland; for the type of open space required.
- [7] Only applied to buildings composed of a single use type.
- [8] Only applied to buildings adjacent to the primary building facade. Only applied to the lot edge adjacent to the primary building facade.
- [9] Gathering areas abutting the street right-of-way are credited towards building setback requirements.
- [10] Applied from the edge of public street rights-of-way (excluding alleys). Setbacks from private streets shall be at least five feet from the edge of the pavement or the edge of the setback (if one is provided).
- [11] Reduced by 50% for bungalow court and pocket neighborhood uses.
- [12] Applicable Fire Code or Building Code requirements shall control with respect to minimum distance.
- [13] Applied to buildings adjacent to shared or party building walls.
- [14] Not applied to multi-building developments.
- [15] Unified and multi-building developments, except the definitions in this Ordinance are exempted from side and rear setbacks along internal lot lines. Perimeter setbacks shall apply along all public street rights-of-way.
- [16] Applied to off-street parking areas including two or more rows of parking spaces.

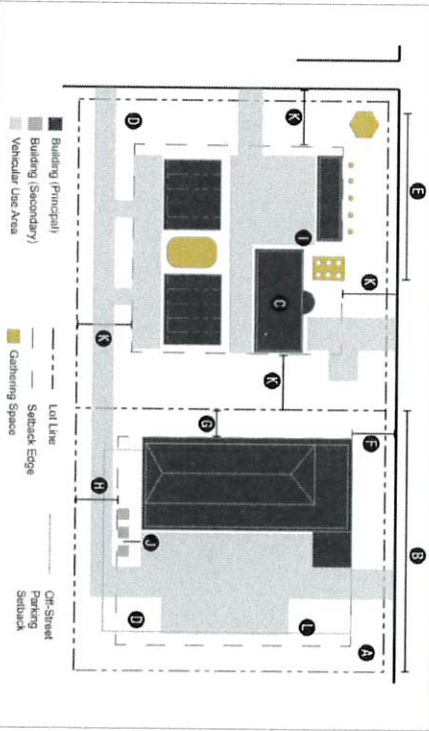


TABLE OF COMMON PRINCIPAL USES⁴¹

P = Permitted, subject to a Zoning Permit & applicable use standards
 S = Permitted, subject to a Special Use Permit & applicable use standards
 C = Permitted within a conditional zoning district, subject to applicable use standards
 "X" = Prohibited
 [X] = Table note (see end of table)

USE TYPE [1]	RESIDENTIAL DISTRICTS								NON-RESIDENTIAL DISTRICTS					COND. DIST.			USE STANDARDS	
	R-3	R-4	R-5	R-8	RMF	RMF-H	O&I-1	BC-1	B-1	B-2	B-3P	B-3	I-2	I-3	CMX	CNR		CRS
AGRICULTURAL USE CLASSIFICATION																		
Agricultural Packaging & Processing	R-15	R-12	R-10	R-5	R-8	RMF	RMF-H	O&I-1	BC-1	B-1	B-2	B-3P	B-3	I-2				
Animal feeds – manufacturing, servicing, processing, assembling, and fabricating																		
Agricultural Storage & Distribution																		
Animal Husbandry																		
Beekkeeping	P	P	P															
Hatcheries																		
Animal Processing																		
Abattoirs and slaughterhouse																		
Equestrian Facility																		
Farm Equipment Sales and Service																		
Farm Supply Sales (retail or wholesale)																		
Horticulture																		
Farming																		
Greenhouses																		
Nursery (retail or wholesale)																		
Plant Nurseries																		
COMMERCIAL USE CLASSIFICATION																		
Animal Boarding Indoor and Outdoor																		

CHAPTER 4 LAND USES

- § 4.1. CHAPTER INTRODUCTION
- § 4.2. PRINCIPAL USES
- § 4.3. PROHIBITED USES
- § 4.4. SECONDARY USES
- § 4.5. TEMPORARY USES
- § 4.6. UNLISTED USES

CHAPTER 5

NONCONFORMITIES

Lots, uses, and structures that were lawful, but that no longer conform

- § 5.1. CHAPTER INTRODUCTION
- § 5.2. NONCONFORMING LOTS OF RECORD
- § 5.3. NONCONFORMING SIGNS
- § 5.4. NONCONFORMING SITE FEATURES
- § 5.5. NONCONFORMING STRUCTURES
- § 5.6. NONCONFORMING USES



CHAPTER 6

STANDARDS

The “Development Standards”

- § 6.1. APPLICABILITY**
- § 6.2. ACCESS AND CIRCULATION**
- § 6.3. DESIGN STANDARDS AND GUIDELINES**
- § 6.4. FENCES AND WALLS**
- § 6.5. EXTERIOR LIGHTING**
- § 6.6. INFRASTRUCTURE**
- § 6.7. LANDSCAPING AND SCREENING**
- § 6.8. OPEN SPACE SET-ASIDE AND PARKLAND**



Chapter 6 Standards | Section 6.6 Landscaping and Screening
Sub-section 6.6.12 Perimeter Buffers

TABLE 6.6.12.D. PERIMETER BUFFER CONFIGURATION

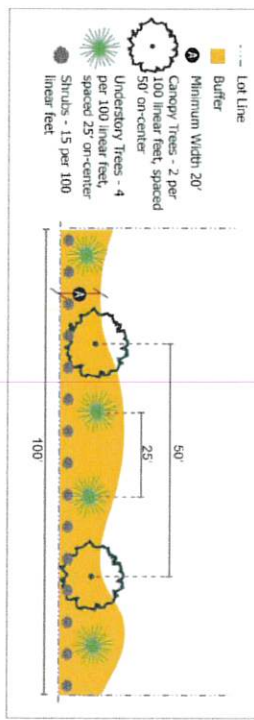
Type B - INTERMITTENT

The Type B Intermittent perimeter buffer functions as an intermittent visual screen from the ground to a height of five feet. It is intended to partially block visibility between different uses but not totally obstruct visual contact from one use to another. The image below shows an approximation of this buffer type at maturity.



BUFFER CONFIGURATION	REQUIREMENT
Buffer width (feet)	20
Canopy Trees per every 100 linear feet (#) / Max. on-center spacing (feet)	2 / 50
Understory trees per every 100 linear feet (#) / Max. on-center spacing (feet)	4 / 25 (1)
Shrubs per every 100 linear feet (#) / Max. on-center spacing (feet) [2]	15 / None (1)
Minimum percentage of evergreen shrubs (% of total along 1 side)	60

NOTES:
 [1] Grouping of trees or shrubs is permitted provided there is no span of un-vegetated buffer exceeding 30 feet in length.
 [2] In the event a fence or wall is provided, it shall be located within 10 feet of the lot line. Shrubs, if required, shall be located between the fence or wall and the lot line, but no closer than three feet to the lot line.



Chapter 6 Standards | Section 6.6 Landscaping and Screening
Sub-section 6.6.12 Perimeter Buffers

TABLE 6.6.12.D. PERIMETER BUFFER CONFIGURATION

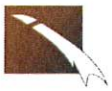
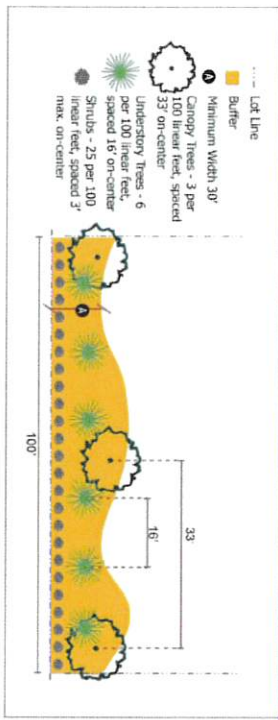
Type C - SEMI-OPAQUE

The Type C Semi-Opaque perimeter buffer functions as a partially opaque screen from the ground to a height of six feet. This type of buffer prevents visual contact between uses but not total obstruction from one use to another. The buffer creates a sense of visual separation but provides only minor acoustic separation. The image below shows an approximation of this buffer type at maturity.



BUFFER CONFIGURATION	REQUIREMENT
Buffer width (feet) [1]	30
Canopy Trees per every 100 linear feet (#) / Max. on-center spacing (feet)	3 / 33
Understory trees per every 100 linear feet (#) / Max. on-center spacing (feet)	6 / 16 (2)
Shrubs per every 100 linear feet (#) / Max. on-center spacing (feet) [3]	25 / 4 (2)
Minimum percentage of evergreen shrubs (% of total along 1 side)	75

NOTES:
 [1] Provision of a semi-opaque fence or wall along the entire buffer span allows the buffer width to be reduced by 5 feet (chain-link fencing is not permitted). Provision of a fully-opaque fence, wall, or berm along the entire buffer span allows the buffer width to be reduced by 10 feet.
 [2] Grouping of trees or shrubs is permitted provided there is no span of un-vegetated buffer exceeding 20 feet in length.
 [3] In the event a fence or wall is provided, it shall be located within 10 feet of the lot line. Shrubs, if required, shall be located between the fence or wall and the lot line, but no closer than three feet to the lot line.



CHAPTER 6

STANDARDS

The “Development Standards”

- § 6.9. OWNERS’ ASSOCIATIONS
- § 6.10. PARKING AND LOADING
- § 6.11. PEDESTRIAN FACILITIES
- § 6.12. RIPARIAN BUFFER PROTECTION
- § 6.13. SIGNAGE
- § 6.14. STORMWATER
- § 6.15. SUBDIVISION DESIGN
- § 6.16. SUSTAINABLE DEVELOPMENT INCENTIVES



Chapter 6 Section 6.13 Signage
Standards Sub-section 6.13.9 Sign Standards by Sign Type

F. INCIDENTAL SIGNS

1. DEFINITION	Any small or nondescript sign that only provides directional information or safety information for the public. Examples of incidental signs include signs addressing on-site traffic circulation (such as "entrance" or "exit" signs), public safety (such as high voltage or "beware of dog" signs), or address signs.					
	2. DISTRICTS WHERE PERMITTED	CON, PUB	RESIDENTIAL-CZR	OFI, NCM	DTNC, CZD, MXD, CZM	CRM, CZC, LID, HID, CZI
3. DIMENSIONAL STANDARDS [1]	PERMITTED	Yes	Yes	Yes	Yes	Yes
	MAXIMUM NUMBER OF INCIDENTAL SIGNS PER LOT	Lots with an existing single-family detached dwelling or manufactured home		Lots with a single family attached, duplex, triplex, or quadplex dwelling unit		1 per principal + 1 per secondary building
4. ADDITIONAL REQUIREMENTS	MAXIMUM HEIGHT	6 feet for lots in residential districts; 12 feet for lots in mixed-use and non-residential districts [3]		Lots in a mixed-use or non-residential district		1 per building + 5 [2]
	MINIMUM SETBACK FROM ANY LOT LINE	1 1/2 square feet per sign [4]		36 square feet		5 feet [5]
5. SAMPLE CALCULATION	NOTES:	<p>[1] Incidental signs that exceed the maximum height or sign face area shall be considered as a wall sign, ground sign, pole sign, or projecting sign, as appropriate.</p> <p>[2] See total incidental sign face area per mixed-use or nonresidential lot or development.</p> <p>[3] Sign height shall be determined based on the grade adjacent to the sign face area size.</p> <p>[4] Up to two incidental signs on any single lot may be up to three square feet in sign face area size.</p> <p>[5] In no instance shall an incidental sign be located within a right-of-way, a sight distance triangle, or in locations that obstruct the safe movement of vehicles and pedestrians.</p>				
	LEGEND	<p>1 Maximum Sign Face Area: Max. Area 1.5 sq ft Sign Up to Two Signs May Have Area Up to 3 sq ft Max. Area Per Lot or Development = 36 sq ft</p> <p>2 No Encroachment into Right-of-Way Allowed</p> <p>3 Right-of-Way</p> <p>4 Lot Line</p>				

G. PROJECTING SIGNS

1. DEFINITION	Any sign that projects outward from a building's exterior wall where the sign face area is not parallel to the building wall upon which is mounted. Projecting signs are also referred to as "marquee" signs. Signs mounted to a building wall with sign face areas that are parallel to the building wall are considered "wall" signs. A sign comprised of fabric or similar material is a "flag" or a "banner" sign.					
	2. DISTRICTS WHERE PERMITTED	CON, PUB	RESIDENTIAL-CZR	OFI, NCM	DTNC, CZD, MXD, CZM	CRM, CZC, LID, HID, CZI
3. DIMENSIONAL STANDARDS	PERMITTED	No	Yes	Yes	Yes	Yes
	MAXIMUM NUMBER OF PROJECTING SIGNS PER LOT	One per building facade		A projecting sign shall not project above the height of the wall it is mounted to [1]		Yes
4. ADDITIONAL REQUIREMENTS	MAXIMUM HEIGHT	A projecting sign shall not encroach into a required yard by more than 6 feet		40 square feet [2]		
	MINIMUM SETBACK FROM ANY LOT LINE	A projecting sign shall not encroach into a required yard by more than 6 feet [3]				
5. SAMPLE CALCULATION	NOTES:	<p>[1] Any projecting sign that projects into a right-of-way or that projects over a sidewalk or vehicular accessway shall maintain a minimum clearance of at least 9 feet above grade.</p> <p>[2] Projecting signs with 3 sides may have up to 80 square feet of sign area.</p> <p>[3] A projecting sign shall not project into a right-of-way by more than 36 inches, and shall maintain a minimum of two feet of horizontal distance from the back of the curb incidental signs.</p>				
	LEGEND	<p>1 Max. Height: Wall on which Sign is Mounted</p> <p>2 Min. Clearance Over Sidewalk or Vehicular Access: 9'</p> <p>3 Max. Sign Face Area: 40 sq ft</p> <p>4 Max. Encroachment into Required Yard: 6'</p> <p>5 Max. Projection into Right-of-Way: 36"</p> <p>6 Minimum Distance from Back of Curb: 2'</p>				

CHAPTER 7 VIOLATIONS

- § 7.1. AIM
- § 7.2. COMPLIANCE REQUIRED
- § 7.3. DESCRIPTION OF VIOLATIONS
- § 7.4. ENTITY RESPONSIBLE
- § 7.5. ENFORCEMENT PROCEDURE
- § 7.6. REMEDIES
- § 7.7. STATUTE OF LIMITATIONS

CHAPTER 7. VIOLATIONS § 7.1. Aim
§ 7.3.1 Continuing or Repeating a Prior Violation

§ 7.1. AIM
This chapter is an overhaul and consolidation of the standards in Sections 153.120 and 153.999 in the Zoning Ordinance and Section 152.999 of the Subdivision Regulations. This Violations Chapter consolidates all material pertaining to enforcement, including identification of violations, identification of responsible persons, and enumeration of the violation procedure, and a description of the enforcement process (including assessment of civil penalties). The Chapter makes brief reference to the handful of violations that may still be subject to criminal penalty (like environmental protection provisions that derive their authority from statutes other than 160D). The purpose for this Chapter is to clarify that the Town seeks to encourage and assist with voluntary compliance, not the application of penalties, but also to protect the Town in cases where violators fail to come into voluntary compliance.

§ 7.2. COMPLIANCE REQUIRED
This section clarifies that compliance is required by all persons owning, developing, managing, using, or occupying land or structures.

§ 7.3. DESCRIPTION OF VIOLATIONS
This section enumerates and describes the eight most common classes of violation of the UDO, and clarifies that each day a violation exists after receipt of notification by the Town is a separate violation.

§ 7.3.1 CONTINUING OR REPEATING A PRIOR VIOLATION

§ 7.3.2 DEVELOPMENT WITHOUT AUTHORIZATION

§ 7.3.3 DEVELOPMENT INCONSISTENT WITH AUTHORIZATION

§ 7.3.4 FIRE PROTECTION AND FIRE PREVENTION
This Section carries forward current Section 153.999(E).

§ 7.3.5 REMOVAL OF TREES OR LANDSCAPING SUBJECT TO PROTECTION

§ 7.3.6 SUBDIVISION OF LAND IN VIOLATION
Incorporates Section 152.999(A1&2) from the current Subdivision Regulations.



CHAPTER 8

WORD USAGE

§ 8.1. ABBREVIATIONS

§ 8.2. RULES OF LANGUAGE CONSTRUCTION

§ 8.3. RULES OF MEASUREMENT

§ 8.4. TERMS DEFINED

CHAPTER 9

APPENDICES

Chapter 3 Districts | Section 3.6 Measurements and Exceptions | Sub-section 3.6.7 Lots

3. INTERIOR LOT
A lot other than a corner lot with only one frontage on a street.

4. LOT OF RECORD
A lot that is a part of a subdivision, a plat of which has been recorded in the office of the Johnson County Registrar of Deeds, as appropriate or a lot described by metes and bounds, the description of which has been recorded with the Johnson County Registrar of Deeds, as appropriate.

5. THROUGH LOT (DOUBLE FRONTAGE LOT)
A lot which fronts upon two parallel streets, and/or which fronts upon two streets which do not intersect at the boundaries of the lot.

FIGURE 3.6.7.C: LOT TYPES

LEGEND:
 1 Corner Lot 2 Interior Lot 3 Through Lot 4 Zero Lot Line Lot 5 Attached Structure Lot 6 Special Purpose Lot
 7 Lot Line

D. ZERO LOT LINES
Zero lot line lots serving individual attached structures, whether residential or non-residential, that do not have individual lot frontages are exempted from minimum lot area requirements in this Ordinance but shall be located on a larger site or parent tract that meet the site size standards for the zoning district where located.

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Chapter 3 Districts | Section 3.6 Measurements and Exceptions | Sub-section 3.6.8 Setbacks

3.6.8 SETBACKS
A setback is the horizontal distance from a lot line or street right-of-way line to the nearest part of the applicable building, structure, sign, or actively measured perpendicular to the line. Setbacks are measured from lot lines, not easements or required landscaping areas. However, limitations on use, structure, or partitions in easements or required landscaping areas still apply, regardless of required setbacks. *Amended 4/15/24 (Item 14)*

A. PERMETER SETBACK
Setbacks applied to unified developments or multiple building developments or two or more lots apply only to the outermost buildings along the perimeter of a development. A perimeter setback does not apply along streets, where the minimum or maximum required street setback shall prevail.

B. REAR SETBACK
A setback from an interior lot line lying on the opposite side of the lot from the street setback.

C. SETBACKS FROM BALLOARDS OR SIDINGS
Lots serving industrial or commercial uses need not have a setback or railroading siding are not required to provide a side or rear setback from the railroad or siding.

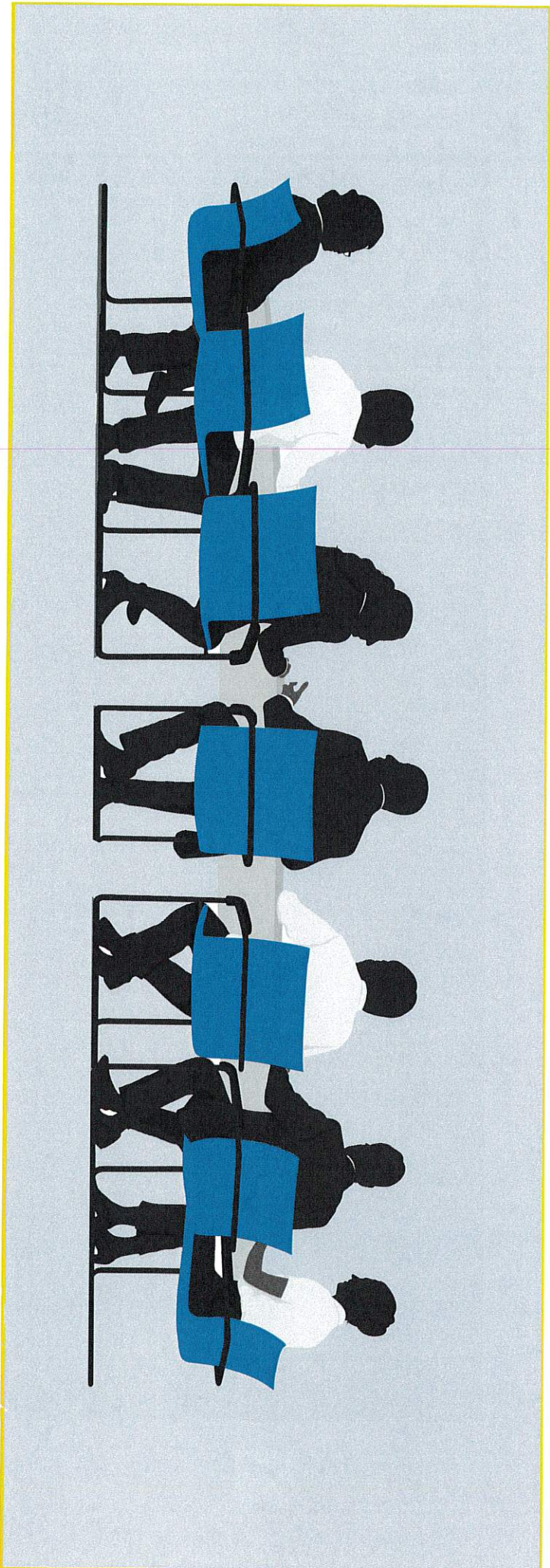
D. SIDE SETBACK
Any interior property line setback other than a rear setback.

FIGURE 3.6.8: SETBACKS

LEGEND:
 1 Required Yard 2 Street Setback (Measured From Right-of-Way)
 3 Rear Setback 4 Side Setback 5 Perimeter Setback

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QUESTIONS & ANSWERS

Design Dallas • Public Forum One • 5.14.24 • 34



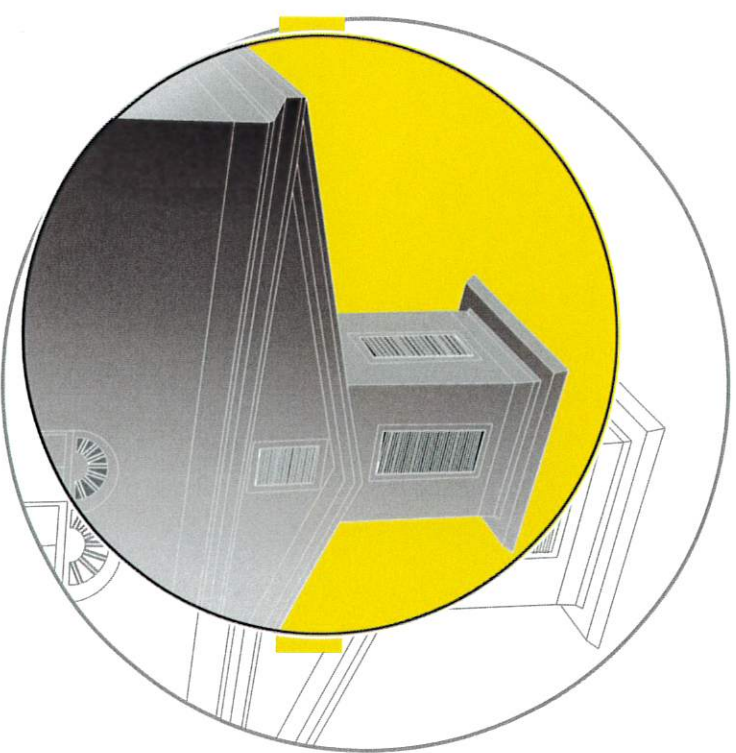
NEXT STEPS

UDO Drafting

1st Draft provided June 30

Review with Steering Committee
(July & Aug)

Revised Draft in September



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Award Engineering Contract for Stormwater Assessment and Planning

AGENDA ITEM NO. 8A

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

The Town was awarded a \$400,000 grant from The Division of Water Infrastructure for Stormwater Assessment and Planning on August 2023.

An RFQ for engineering services was sent out and due back February 9th, 2024. A panel board of four employees reviewed the RFQ responses and graded the responders on a numerical scale to obtain the best score.

WithersRavenel was scored the highest, and Town staff is recommending the contract for engineering services be awarded.

MANAGER RECOMMENDATION: Award the contract for engineering services associated with the project for the Stormwater Assessment and Planning Grant to WithersRavenel, as presented.

BOARD ACTION TAKEN:



WithersRavenel
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April 22, 2024

Jonathan Newton, Director of Finance
Town of Dallas
210 N. Holland Street
Dallas, NC 28034

**RE: Agreement for Professional Services
Stormwater Assessment and Planning Project
Dallas, North Carolina
DWI Project No. SRP-SW-ARP-0094
WR Project No. 24-0053**

Dear Mr. Newton,

WithersRavenel is pleased to provide this Agreement for the Town of Dallas Stormwater Assessment and Planning Project. The Town received an ARPA grant of \$400,000 to conduct a Stormwater Asset Inventory and Assessment and Master Plan (DWI Project Number SRP-SW-ARP-0094), which this scope seeks to implement.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached proposal. My contact information is below.

Sincerely,
WithersRavenel

David Perry, PE, CFM
Senior Project Manager, Stormwater

dperry@withersravenel.com
Mobile. 704-351-6495

201 S Tryon Street, Suite 800 | Charlotte, NC 28202

t: 704.919.1242 | f: 919.467.6008 | www.withersravenel.com | License No. F-1749

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Southern Pines | Wilmington



Town of Dallas Stormwater Assessment and Planning Project Dallas, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Dallas and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project area located in the Town of Dallas in Gaston County, Dallas, North Carolina.

Listed below is a summary of several key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

The Client has determined that a stormwater asset inventory and asset conditions assessment is needed to enable the Town of Dallas to make informed decisions regarding their assets, necessary maintenance, and plan future work. Field data characterizing the Client's stormwater system will be gathered to create a comprehensive map. This completed inventory is the first step towards proactive operations and maintenance. Based on the inventory, a hydraulic assessment of the stormwater system will be performed. This assessment would enable proposed project development to serve as the basis for the Client's Capital Improvement Plan (CIP).

An inventory of the system enables the utilization of hydrologic and hydraulic models. Modeling enables scenario planning to analyze different rainfall events and determine areas of concern, specifically flooding. Building on this modeling allows conceptual solutions to be developed and costs estimated.

The CIP will lay out prioritized construction projects for a ten-year period based on system need and project cost. These projects could be infrastructure replacement or rehabilitation, streambank restoration, or nature-based solutions to address flooding. The CIP will also include potential additional funding sources and grants for the Town to pursue to further implement projects detailed within the CIP. A CIP acts as guidance for future stormwater planning efforts and requires continuous assessment.

Throughout this effort the Consultant will provide project management.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of Dallas shall be known as the "Client";
2. WithersRavenel shall be known as the "Consultant";
3. The Stormwater Assessment and Planning and overall project shall be known as the "Project";
4. Dallas shall be known as "Town";
5. Gaston County shall be known as "County";
6. North Carolina Department of Transportation shall be known as "NCDOT";
7. US Army Corps of Engineers shall be known as "USACE";
8. North Carolina Department of Environmental Quality shall be known as "DEQ";



9. DEQ Division of Water Infrastructure shall be known as "DWI";
10. American Rescue Plan Act shall be known as "ARPA"
11. Asset Inventory and Assessment shall be known as "AIA";
12. The Capital Improvement Plan shall be known at "CIP";
13. Geographic Information System shall be knowns as "GIS";

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Time Frame
Project Management / Funding Administration	Life of project
Project Start, Notice and System Mapping	Six (6) Months
Analysis, Modeling, and Conceptual Design	Seven (7) Months
Stormwater Master Plan	Three (3) Months
Capital Improvement Plan	Two (2) Months
DWI Draft Report Review	Four (4) Months
Project Close-out	One (1) Months
Total:	Twenty-Three (23) Months

14. From the milestone time frames and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be 23 months.
15. The estimated timeframe(s) may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and Client consultants.
16. Timeframe through construction will vary based on:
 - c. The Client's schedule and phasing;
 - d. Contractor's progress and adherence to completion date;
 - e. Client and/or Agencies requesting additional work.
17. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
18. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or



responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Project Management

Consultant will provide the following services as part of this task:

- ▶ Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project.
- ▶ Administer the project internally.
- ▶ Participate in regularly scheduled conference calls with Client to discuss project progress.
- ▶ Manage project processes, communication, and resources.
- ▶ Maintain monthly project progress reports, meeting minutes as well as any electronic files of project presentation slides to the Client.

Grant funding administration is understood to be managed by Town staff and is not included in this scope.

Task 2 - Stormwater System Mapping

2.1 Initial Coordination

The Consultant will obtain the latest version of the Client's GIS stormwater database and assess for completeness. Areas that lack stormwater features and/or attributes will be noted as potential focus areas and utilized for the GPS data collection portion of the project. The Client will assist the Consultant in prioritizing focus areas for data collection.

Consultant will verify with the Client the appropriate schema to be used for GPS field data collection and office portions of the project.

2.2 GPS Data Collection

Survey notifications shall be provided by the Client to citizens in the project area by mail approximately two weeks prior to field data collection work commencing. A copy of the notification shall be provided to the Consultant (at the time of mailing to citizens) for field crews to have available in the field.

- ▶ The Consultant will locate and assess the condition of facilities, drainage infrastructure, and outfalls within the study target areas prioritized by the Client. For budgetary purposes, the consultant will GPS locate up to 350 stormwater structures. A stormwater structure is a point where stormwater pipes start or stop, such as a manhole, catch basin, junction box, headwall, outfall, culvert end point, or similar items. Priority areas will be coordinated with the Client in advance. These structures will be assessed as described below to add to or update the existing data provided by the Client.
- ▶ Structures will be assessed in the field by pulling lids and obtaining invert measurements to populate the GIS attribute table. In addition, the Consultant will verify pipe connectivity and note possible visible issues that require immediate attention by the Town.
- ▶ The Consultant will verify and collect attribute information for pipe diameter, pipe material, inverts, type, and overall structure condition visible from outside the structure.



- ▶ The Consultant will take approach photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS Data.
- ▶ A QA/QC review will be performed by staff, and field crews may revisit any areas identified from the QA/QC process that are flagged with a need for additional information.
- ▶ At the conclusion of the field GPS location and data attribution tasks, the collected data will be provided to the Client.

Task 3 - System Condition Assessment

The Consultant will retain a qualified subconsultant to perform the following work: Clean as needed and conduct a Pipeline Assessment Certification Program (PACP) compliant color digital television pipe video (CCTV) inspection of stormwater pipe.

Due to the uncertain conditions and system location, it is an estimate that up to 3,300 linear feet of system inspection and approximately eight (8) hours of cleaning will be provided based on the budget. Should more system need to be cleaned, then the length of inspection may be reduced.

- ▶ The inspection will locate and evaluate existing culvert system conditions including material and joints and to document locations of street system connections.
- ▶ Inspection of pipelines shall be performed by PACP certified, experienced personnel, trained in locating breaks, obstacles, and service connections using CCTV inspection techniques. The subconsultant shall provide a summary of all inspections performed, defining all pipe sections inspected, measured lengths to features (pipe penetrations, structures, damage, etc.), and inspection date. An electronic copy of the inspection report, inspection still images, the pipe inspection video files, and inspection database, shall also be provided.
- ▶ Digital information shall be prepared and submitted by the subconsultant to the Consultant via FTP, or on flash drive, CD, or DVD.
- ▶ The subconsultant shall protect the storm drainage system and adjacent properties from damage that might result from inspection.
- ▶ The Consultant will review the inspection data for invert deterioration, cross-section deformation, joint and seam deterioration, pipe penetrations, cracking, spalling, mortar and masonry, headwall/wingwall, inlet condition, outlet condition. An overall assessment memorandum will be provided with any items of concern noted.
- ▶ It is assumed that the Client will provide 2-inch fire hydrant meter and a disposal area to support the cleaning efforts if needed.
- ▶ Structural engineering expert assessment is not included in this scope and may be added as additional scope if needed and agreed upon.

The Consultant will analyze the age of the housing and commercial buildings in the area of storm system infrastructure using publicly available data and use GIS to characterize the assumed age of system.

Based on the building age analysis, CCTV investigation, and review of photography of structure interiors where available, approximate condition of segments of system will be identified and documented.

Task 4 - Existing Conditions Hydrologic and Hydraulic Modeling

An existing conditions model will be developed to evaluate the capacity of mapped existing stormwater system and infrastructure and will be used as the basis to identify conceptual projects for the Capital Improvement Plan.



For budgetary purposes, up to 16,000 LF of pipes and culverts, 1,500 LF of open channel, and 350 stormwater structures will be modeled and evaluated, based on the field data collection areas identified in collaboration with the Client in the previous task.

- ▶ Client and Consultant will work together to establish the Level of Service (LOS) criteria that the system will be evaluated against.
- ▶ The Consultant will analyze the age of the housing and commercial buildings in the area of storm system infrastructure using publicly available data and use GIS to characterize the assumed age of system. Based on this analysis and review of photography of structure interiors where available, approximate condition of segments of system will be identified.
- ▶ The Consultant will evaluate the 2-, 10-, 25-, and 100-year storm events utilizing NOAA Atlas 14 rainfall depths using SCS Type II rainfall distribution. Hydrologic parameters calculated will depend on selected model software but are anticipated to include: subwatershed area, curve number based on existing land use or zoning, flow paths, NRCS soil types, significant detention storage areas with a surface area of more than two acres, and channel routing characteristics.
- ▶ The Consultant will develop a hydraulic network for system drainage features. It is assumed that the publicly available LIDAR data within the study limits accurately represents existing topographic conditions. The hydraulic network will be based on the survey data collected in the aforementioned tasks. No additional data collection is included for this task. Where impoundments along the system include significant storage with a surface area of more than two acres which is expected to impact system performance, the Consultant will develop hydraulic parameters based on available data or reasonable assumptions to include the impoundment within the hydraulic model.
- ▶ The Consultant will set downstream boundary conditions using the following approach unless Client approves of an alternative approach:
 1. At the downstream end of the model where a FEMA mapping effort is present, the Consultant will evaluate if coincidental peaks are likely at the confluence point based on the ratio of relative watershed sizes and FEMA guidance. If applicable, boundary conditions will be set to account for coincident peaks.
 2. If coincident peaks are not applicable, the Consultant will use the normal depth boundary condition, with downstream channel slope based on available data.
 3. For systems that terminate at an impoundment area, the downstream boundary condition will be selected at normal pool elevation from available information, which may include FEMA study, information collected from NCDEMLR Dam Safety section, field survey data, design documents, or other available data.
 4. For systems that terminate at another closed system or to an unmodeled open channel, the downstream boundary condition shall be set at the crown of the pipe.

Stream assessments, water quality calculations, or sediment transport calculations, are not included in this Scope of Services.

The Consultant will prepare existing conditions inundation maps depicting extents of flooding for each modeled storm event with color-coded pipe capacity and provide them to the Client.

The Consultant will discuss the results of the existing conditions capacity analysis completed in this task with the Client. Discussion will include the review of the existing conditions inundation maps and review of existing system performance compared to the desired level of service (LOS). Areas in the Existing Conditions Model that do not meet the LOS will be identified and called a Potential Area of Concern (PAOC). PAOCs will be candidates for conceptual project development.



Task 5 - Conceptual Projects

The Consultant will develop planning level conceptual stormwater improvement options for select areas analyzed in the existing conditions model. These options will focus on attaining the desired level of service and replacing aging/failing infrastructure.

The Consultant will identify up to five (5) project areas with the Client from the PAOCs identified in the previous task for conceptual project development.

After identifying the project areas, the Consultant will develop planning level conceptual stormwater improvement options.

The Consultant will provide the following services as part of this task:

- ▶ Revise Existing Conditions Model with conceptual improvements to create an Alternatives Model. Alternatives will be provided to attain the desired level of service. If a feasible solution does not seem available for the desired level of service, consultant will convene with Client to agree on an alternate storm event.
- ▶ Alternatives Model will evaluate the 2-, 10-, 25-, and 100-year storm events utilizing NOAA Atlas 14 rainfall depths using SCS Type II rainfall distribution.
- ▶ Prepare concept level exhibits of the proposed improvements.
- ▶ Prepare alternative conditions inundation maps depicting extents of flooding for each modeled storm event.

A maximum of two (2) concept alternatives will be developed for each project area.

The Consultant will prepare planning level (rough lump sum) engineer's construction and permitting cost opinions for each proposed concept.

Development of Construction Drawings are excluded from this Scope of Services.

A summary of identified issue and potential solutions, inundation results maps, exhibits of proposed improvements, and cost estimates will be provided to the Client for one review cycle before proceeding with the development of the Stormwater Master Plan.

Task 6 - Stormwater Master Plan

6.1 Master Plan Report

The final deliverable will be a comprehensive report detailing the methodology, findings, and recommendations from each of the above tasks into a stormwater master plan.

The Consultant will prepare a document that will contain the information developed and noted as part of the above tasks:

- ▶ Summary of hydrologic and hydraulic methodologies and flood modeling results.
- ▶ Summary of potential flooding issues identified with exhibits illustrating flooding locations.
- ▶ Conceptual stormwater improvement options for project areas to include:
 - Summary of identified issues and potential solutions.
 - Rough lump sum order of magnitude cost opinion for purpose of planning and prioritization.
 - Exhibits of proposed improvements.
- ▶ Project prioritization and capital improvement plan recommendations. Prioritization methodology will be developed by the Consultant and Client.
- ▶ Options for potential additional funding
- ▶ Recommendations for operations and maintenance.



- Meet with Client up to two (2) times to review draft master plan.
- Revise draft report up to two (2) times to incorporate Client comments.
- Upon completion, the Master Plan will be submitted to DWI for review.

6.2 Capital Improvement Plan

The Consultant shall prepare a 10-year Capital Improvement Plan (CIP) from information gathered and analyzed in the previous tasks. CIP Projects will include:

- ▶ Scheduling of projects according to priority, cost, and funds availability.
- ▶ Maintenance plan based on the age and condition of the stormwater infrastructure.

Task 7 - Alderman Presentation

The Consultant will prepare presentation and present study report methodology, findings, and recommendations to Town of Dallas Board of Aldermen for adoption. It is assumed that the Consultant will attend one (1) Board meeting and assist the Town staff in answering the questions about the Plan during the meeting.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by the Consultant and its agents if requested in writing by the Client and accepted by the Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

General

- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Boundary/Topographic Surveys;
- Subsurface Utility Engineering (SUE);

Project Management

- Funding Administration;
- Additional Meetings/Site Visits;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

Stormwater Services

- Development of construction drawings
- Permitting of the proposed alternatives

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

- 5. General:



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- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Provide access to property for Consultant and subconsultants;
- j. Discussions/negotiations with adjacent landowners;
- k. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- l. All submittal, review, or permitting fees associated with the Project;
- m. Any legal representation requiring an attorney at law.

Any changes to the alternatives or Project requirements after Consultant has begun work may require additional fees.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in Section C on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Management	\$25,000
2	Stormwater System Mapping	\$75,000
3	System Condition Assessment	\$25,000
4	Existing Conditions Hydrologic and Hydraulic Modeling	\$150,000
5	Conceptual Projects	\$72,000
6	Stormwater Master Plan	\$45,000
7	Aldermen Presentation	\$8,000
TOTAL		\$400,000

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in



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writing by the Client. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.



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G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Dallas. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF DALLAS

DocuSigned by:

4/22/2024
Signature and Date

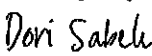
Signature and Date

David Perry, PE, CFM
Name

Ben Blackburn
Name

Senior Project Manager
Title

Interim Town Manager
Title

DocuSigned by:

4/22/2024
Signature and Date

Dori Sabeh, PE, GISP
Name

Director - Stormwater
Title

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:

Attachments:

- A. ARPA Federal Contract Provisions
- B. Debarment Status Certification
- C. E-verify Affidavit
- D. Exhibit I- Standard Terms and Conditions
- E. Exhibit II- Fee & Expense Schedule

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.



2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.



6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)



ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

DocuSigned by: <u>Dori Sabeh</u> <small>39BB4898DFE44E3</small> (Authorized Signature)	WithersRavenel, Inc (Name of Contractor)
Dori Sabeh, PE, GISP - Director of Stormwater (Printed Name and Title)	115 MacKenan Drive (Street Address and/or PO Box)
April 22, 2024 (Date)	Cary, NC 27511 (City, State, Zip Code)
Fed ID 56-1740520 / Unique Entity ID - SK8ECFTPUEH7 (Unique Entity ID, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

_____ (Signature of Verifying Officer)	_____ (Local Government Name)
_____ (Printed Name and Title)	_____ (Project Name)
_____ (Date)	_____ (Project Number)

Federal Debarment Search
<https://sam.gov/content/home>



Unique Entity ID CAGE/NCAGE
SK8ECFTPUEH7 8T6L1

Expiration Date
Dec 4, 2024

Physical Address
**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Mailing Address
**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Purpose of Registration
All Awards

Version

Current Record ▼

WITHERSRAVENEL, INC

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 4, 2024	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 13	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2023	Submission Date Dec 5, 2023	Initial Registration Date Aug 21, 2020
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure		

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 8T6L1

Points of Contact

Electronic Business

☒ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
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Government Business

☒ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
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Service Classifications

NAICS Codes

Primary Yes	NAICS Codes	NAICS Title
	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological

F109 Environmental Systems Protection- Leaking Underground Storage Tank Support
 F110 Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
 R404 Support- Professional: Land Surveys-Cadastral (Non-Construction)
 R425 Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
 North Carolina
 South Carolina
 Virginia

Counties
 (blank)

Metropolitan Statistical Areas
 (blank)



ATTACHMENT C
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

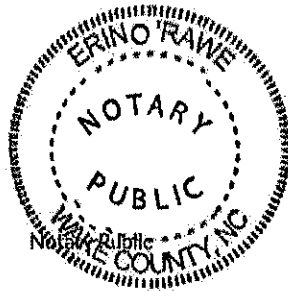
1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January 2023
Signature of Affiant: [Signature]
Print or Type Name: C. CHAN BRYANT
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:
10/18/26



(Affix Official/Notarial Seal)



EXHIBIT I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be



WithersRavenel

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construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

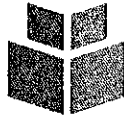
22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



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EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Consideration to set a Public Hearing for the FY24/25 Operating Budget

AGENDA ITEM NO. 8B

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

Consideration to set a Public Hearing for the FY24/25 Operating Budget at the June 11 Board of Alderman meeting.

The Draft Budget is proposed as the Fiscal Year 2024/2025 Budget and will be presented to the Board for approval. As per G.S. §159-13, a balanced budget must be approved prior to July 1st.

MANAGER RECOMMENDATION

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Consideration of Approving Contract for the open Town Manager Position

AGENDA ITEM NO. 8C

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

The Board of Aldermen met in a Closed Session on April 30, 2024 to discuss the open Town Manager position.

The Board will vote on filling that position and approve the Contract of Employment for that position.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Appointment of Deputy Finance Officer

AGENDA ITEM NO. 8D

MEETING DATE: 05/14/2024

BACKGROUND INFORMATION:

This is a housekeeping item, so that moving forward we are in compliance with G.S. § 159-28 (a). The attached resolution officially appoints a Deputy Finance Officer to serve as a back-up in the absence of the Finance Director. No changes to current procedure is necessary, as we are currently utilizing the Town Manager as the Deputy Finance Officer. This action just makes that procedure official in the eyes of the State.

MANAGER'S RECOMMENDATION:

Approve the resolution as proposed.

BOARD ACTION TAKEN:

Resolution By Town of Dallas Board of Aldermen

Appointing Deputy Finance Officer

WHEREAS, Section 159-28(a) of the Local Government Budget and Fiscal Control Act authorizes the municipal governing body to appoint one or more deputy finance officers to sign the pre-audit requirement;

THEREFORE BE IT RESOLVED, by the Board of Aldermen of the Town of Dallas, North Carolina that Jonathan Newton, Town Manager, is named as the Deputy Finance Officer for the Town of Dallas and is hereby authorized, empowered, and commanded to serve as back-up in the absence of the Finance Director duties mandated by Article 3 of Chapter 159 of the North Carolina General Statutes.

This Resolution shall be effective upon adoption.

Approved this the 14th day of May, 2024.

ATTEST:

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Consideration of Delegate and Alternate for Electricities BOC

AGENDA ITEM NO. 8E

MEETING DATE: 5/14/2024

BACKGROUND INFORMATION:

The previous Staff that served as commissioner and alternate for the BOC for Electricities have retired and going forward there needs to be a new commissioner and alternate named for this board. Lannie Smith, the Electric Department Director, will be considered for the commissioner position and an elected official or another member of the town staff is normally named as alternate.

The Board of Alderman will direct Staff and vote on filling these positions. The Oaths are attached for both positions.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

OATH

I, _____, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as Commissioner of Electricities of North Carolina, Inc., and that I will adhere to and abide by the Electricities' Ethical and Professional Code of Conduct, so help me God.

Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 20____

Notary Public

My Commission Expires:

(NOTARY SEAL HERE)

OATH

I, _____, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, ~~not inconsistent therewith, and that I will faithfully and impartially execute and~~ discharge the duties of my office as Alternate Commissioner of Electricities of North Carolina, Inc., and that I will adhere to and abide by the Electricities' Ethical and Professional Code of Conduct, so help me God.

Alternate Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 20____

Notary Public

My Commission Expires:

(NOTARY SEAL HERE)