

Town of Dallas
Agenda
May 14, 2019
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Allen Huggins

Darlene Morrow

Stacey Thomas

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

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**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
APRIL 9, 2019
6:00 PM**

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

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

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. He welcomed everyone to the meeting.

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda, seconded by Alderwoman Morrow, and carried unanimously.

Alderman Withers made a motion to approve the minutes from March 12th 2019 Regular Meeting, and March 26th 2019 Work Session Meeting, seconded by Alderwoman Thomas, and carried unanimously.

Recognition of Citizens:

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the Town, and the leadership. He also gave thanks to Chief Scott and his department for assistance in the Poker run.

Consent Agenda:

Recreation Facility Fees (Exhibit A)

May 11th Car Show and Concert (Exhibit B)

9th Annual Sons of Confederate Veterans Memorial Service (Exhibit C)

Alderwoman Morrow made a motion to approve the Consent Agenda, seconded by Alderman Cearley, and carried unanimously.

Public Hearings: NONE

Old Business: NONE

New Business:

Item 8A was a discussion regarding the CCOG Delegates. Each year the Town designates a delegate and an alternate to represent Dallas at the Centralina Council of Governments (CCOG). For the past several years, Mayor Rick Coleman has been the delegate and Alderman Hoyle Withers has been the alternate. CCOG is requesting confirmation of our delegate and alternate. At this time, we can keep the same delegate and alternate or make a change. The board consensus was to leave the delegates the same. (Exhibit D)

New Business continued.....:

Item 8B was a request for "Anglers for Athletes" Sponsorship of Law Enforcement Torch Run for Special Olympics Fundraiser. The Gaston County Sheriff's Office is hosting the 2nd Annual "Anglers for Athletes" fundraiser in support of the Law Enforcement Torch Run for Special Olympics. This fundraising will assist to raise awareness for Special Olympics in North Carolina. Alderman Huggins made a motion to donate \$300.00, seconded by Alderwoman Thomas, and carried unanimously. (Exhibit E)

Item 8C was a request to Provide Sponsorship of NC Cooperative Extension Cotton Ginning Days Event. The Gaston County Center of the NC Cooperative Extension would like the sponsorship for the 5th Annual Something' Pumpkin Cooking Contest & Festival. This is an educational outreach program designed to encourage healthy eating and family connections, which is held as part of Cotton Ginning Days. The Town Manager and the Town Clerk participated in the event last year as judges, experiencing many innovative pumpkin inspired dishes. Alderman Huggins made a motion to donate \$301.00, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit F)

Item 8D was a request for sponsorship for the July 4th Fireworks Display by Sherriff Alan Cloninger. Over many years, Sherriff Alan Cloninger has coordinated the July 4th Fireworks display in Dallas. A group of private citizens and business owners historically have raised funds to pay for the fireworks, performed all preparatory work on the fireworks, and facilitated the fireworks display. The Town has provided live music, porta-johns, and staff to assist with cleanup after the event in the past. The Board consensus was to make a contribution. Alderman Huggins made a motion to donate \$5000, seconded by Alderwoman Morrow, and carried unanimously.

Item 8E was a Special Events Request for Running with the Good News 5k by Promised Land Baptist Church by Pastor Blankenship. This is a request to perform a 4th annual 5k Run to raise funds for the Promised Land Baptist Church's missions. They will utilize a newly created route in Dallas and it is included in the exhibit. The event will be held on Saturday September 28, 2019 with the race set to begin at 6:00 am and the race starting at 8:00 am. The estimated attendance is 200 people. Pastor Blankenship made a donation on behalf of the church to the Town in previous years after the event to cover Town expenses incurred for the in-kind services provided to assist with the run. Alderman Withers made a motion to approve, seconded by Alderman Cearley, and carried unanimously. (Exhibit G)

Manager's Report and General Notices:

The Manager gave updates on items in Town.

Mayor Coleman and Board recognized Fireman Charles Arton for being awarded 2018 Firefighter of the Year for Gaston County.

Alderman Cearley made a motion to adjourn, seconded by Alderman Huggins, and carried unanimously. **(6:21)**

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
APRIL 23, 2019
5:02 PM

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

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

Mayor Coleman called the meeting to order at 5:02 pm. He opened with the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to amend the agenda. Alderman Withers made a motion to approve the agenda with addition Item 3G-Discussion on Courthouse, seconded by Alderman Cearley, and carried unanimously.

New Business:

Item 3A was a discussion on the Electric Utility Extension Policy. At the February 9th Board of Aldermen meeting, a policy governing the extension of water and sewer lines. The Electric Director and Contract Electrical Engineer have made modifications to the approved policy to incorporate language to include the electric utility in the policy. The development costs were explained by the Town Engineer, Johnny Denton of Diamond Engineers. New development costs vary per development which normally includes multiple properties. The Board gave concensus for this item to be on the May 14, 2019 agenda. (Exhibit A)

Item 3B was a discussion on System Development Fees. In July 2017, the North Carolina General Assembly authorized public water and sewer systems to implement system development fees to provide for capital improvements in those systems. These fees must be calculated and prepared by a financial professional or licensed professional engineer. Dallas contracted with Raftelis to complete the analysis required to calculate system development fees for the water and sewer utilities. Implementation of these fees would be assessed for any new development and would be used to improve and expand the water and sewer infrastructure as growth occurs. The board members were given a copy of G.S. 162A Article 8, which outlines the development, implementation, and maintenance of system development fees. The exhibit for the report received from Raftelis containing the calculated system development fees for Dallas. In order to implement these fees, there must be a 45 day public comment period, followed by a public hearing and vote to implement. To be considered for inclusion in the upcoming FY 2019/2020 budget, the public comment period would need to begin no later than Friday, April 26, 2019 and public hearing scheduled for Tuesday, June 11, 2019. The Board gave concensus to start the public comment period. (Exhibit B)

New Business continued

Item 3C was a discussion Coal Ash Costs. At the March 26th Budget Work Session, there was discussion concerning the continuing cost of Coal Ash Remediation to Duke Energy. Currently, Dallas is absorbing this cost, while most other electric providers are passing the cost along to their customers. The projected Coal Ash Recovery (CCR) costs are currently approximately \$12,500 per month for FY2019/20, but are subject to change. The Board requested information concerning CCR costs and the potential impact on account holders. There are 3198 Residential Electric Customers and 465 Commercial/Industrial Electric Customers on the Town's electric system, for a total of 3663 electric accounts. Based on the number of accounts, the average cost per account is \$3.41 per month. Should the CCR cost charged to Dallas change, the resulting monthly average would also change accordingly. There are also options to base the cost per account on actual usage through the billing system, which would distribute the costs more equitably. If the Coal Ash Recovery Costs are passed along to the account holders, the costs collected would not be retained by Dallas, but would be submitted to Duke Energy. The Board gave consensus to add this item. There are no electric rate increases being requested for FY2019/20.

Item 3D was a discussion on the Stormwater Rate. At the March 26th Budget Work Session, there was discussion concerning the Stormwater Fund and the ability to address needed projects. The current stormwater ERU rate is \$3.10. Dallas is a Phase II jurisdiction. The weighted average stormwater rate for a Phase II system is \$5.13. In order to address current issues, as well as to continue to meet ongoing needs in the Stormwater Fund, a request to increase the Stormwater ERU rate to \$4.52 was presented. Mr. Trudnak, Public Works Director, submitted information outlining the proposal with several options. He recommends option #4 to the Board for consideration. The Board gave consensus to add this item. The proposed increase will be incorporated into the FY2019/20 budget and the new rate would be reflected on bills covering July 2019. (Exhibit C)

Item 3E was a discussion on the Portable Bathrooms rentals at Town Events. Alderman Cearley requested a discussion concerning discontinuing rental of portable restrooms at Town Events. The portable bathrooms are currently reserved for the four events for this calendar year. The board considered the need for a separate space for the band's personal items, utilizing the Courthouse to save the rental costs of the bathrooms, and the utilization of 2 Town employees inside the courthouse to monitor the bathrooms. Staff made the board aware of previous vandalism, extra cleaning needed with more utilization of the courthouse bathroom, concerns about the public wanting to tour the Courthouse, and the costs for personnel will be overtime for two employees. Alderman Huggins and Alderman Cearley stated that they will donate 2 hours to assist with monitoring the usage of the courthouse bathrooms in an effort to save the current costs. The Board gave a majority consensus to leave the reserved rental of the portable bathrooms in place for this calendar year.

Item 3F was a discussion on VIPER Implementation Options. In light of the transition to the VIPER communications systems, the dispatching function at the Police Department was evaluated. There are currently three Dispatchers and one Records Clerk/Dispatcher. In order to implement the VIPER system, a new console and desk must be purchased, in addition to purchasing an annual license. The cost of the console and desk will be \$127,500 and the recurring annual cost of the VIPER license will be \$12,000 per year. The budgetary impact for FY2019/2020 for implementation of the VIPER system, including radios, will be \$259,500. Gaston County Communications has offered to take over dispatching for the Police Department (the Fire Department is already being dispatched through County Communications). They have also guaranteed jobs to all Dallas dispatching staff. A recommendation was presented to consider transferring three dispatchers and the dispatching function to Gaston County Communications. The recommendation is to retain the Records Clerk position and to transition that position to a 40 hour week, Monday through Friday from 8:00 am until 5:00 pm. Using the current salary and benefit figures, the three dispatch positions account for \$170,190 in the budget. Coupled with the cost of the console, desk, and license; the budget reduction for FY2019/2020 in the General Fund would be \$309,690. Chief Scott discussed the benefits of having the County handle the communications. Mayor Coleman stated he originally had concerns about Gaston County handling the dispatching but he realized at some point in the near future with people calling 911, it would be the best option to do it now. He also stated that Gaston County will likely charge for this service within the next few years. The Board discussed how the system and changing the dispatch would affect the community. The Board gave consensus to allow the county to take over dispatch and add a police officer position. This item will be adjusted in the budget for the FY2019/2020. (Exhibit D)

New Business continued

Item 3G was a discussion the Dallas Courthouse. Mayor Coleman requested this item to be added for discussion due to the complaints received by multiple board members regarding the usage, the rental rates, and other items handled by the Dallas Museum of Art & History. The Board discussed some of the complaints but decided to discuss this item again at a later date once the Town Manager Maria Stroupe has completed her scheduled meeting with the Museum Director Jason Luker.

Closed Session: G.S. § 143-318.11 (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. Alderman Withers made a motion to enter the closed session, seconded by Alderwoman Morrow, and carried unanimously. **(7:15)**

Alderman Cearley made a motion to exit the closed session, seconded by Alderwoman Thomas, and carried unanimously. **(7:24)** No Action was taken.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Huggins, and carried unanimously. **(7:25)**

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: National Public Works Week Proclamation

AGENDA ITEM NO. 5A

MEETING DATE: 5/14/2019

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 vital service to the community and quality of life.

Attached is a Proclamation recognizing May 19-25, 2019 as National Public Works Week.

MANAGER'S RECOMMENDATION: To approve the National Public Works Week Proclamation as presented.

BOARD ACTION TAKEN:

Proclamation For National Public Works Week 2019 – “It Starts Here”

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 2019 marks the 59th 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, 2019 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, 2019.

Rick Coleman, Mayor

Attested by:

Da’Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Adoption of Records Retention Schedule

AGENDA ITEM NO. 5B

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

In order to remain current with the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch Municipal Records Retention and Disposition Schedule, the Town needs to formally adopt the attached resolution outlining updates and revisions to the schedule.

Each time there is a revision, the revised Schedule should be formally adopted and this has not been done for the listed revisions.

The most recent schedules can be accessed at <https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules>.

MANAGER'S RECOMMENDATION: To approve the Record Retention and Disposition Schedule Resolution as presented.

BOARD ACTION TAKEN:



**Resolution Adopting the Record Retention and Disposition Schedule Issued:
September 10, 2012, October 1, 2016, and March 1, 2019**

Record Retention and Disposition Schedule

WHEREAS, "Public Record" means any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data-processing record, artifact, or other documentary material, despite physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivision; and,

WHEREAS, Without a retention program, public records can accumulate, causing the need for additional storage space; and,

WHEREAS, Without a schedule for disposal, valuable documents can be mistakenly discarded; and,

WHEREAS, The Municipal Records Retention and Disposition Schedule is endorsed by the Division of Archives and History and the Department of Cultural Resources; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Aldermen of the Town of Dallas accepts the totally revised Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch dated September 10, 2012, October 1, 2016, and March 1, 2019.

Adopted this the 14th day of May, 2019.

Rick Coleman, Mayor

ATTEST:

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Uncollectable Accounts in the Amount of \$17,238.15 to be Submitted to NC Debt Setoff

AGENDA ITEM NO. 5C

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

For authorization are uncollectable accounts from the months of November 2018 – February 2019. 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 are considered by State statute to be confidential information.)

MANAGER'S RECOMMENDATION: To authorize uncollectable accounts totaling \$17,238.15 be submitted to the NC Debt Setoff Program.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Extension of Utilities Policy

AGENDA ITEM NO. 5D

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

At the February 9th Board of Aldermen meeting, a policy governing the extension of water and sewer lines. The Electric Director and Contract Electrical Engineer have made modifications to the approved policy to incorporate language to include the electric utility in the policy.

The policy including provision for the electric utility was reviewed at the April 23rd Work Session.

MANAGER'S RECOMMENDATION: To approve the Extension of Utilities Policy as presented.

BOARD ACTION TAKEN:

Town of Dallas Policy for Extensions of Electric, Water, and Sewer Utilities

1. All electric, water, and sewer extensions shall be made by the Town's Utility Department or approved licensed utility contractor. All costs associated with said utility extensions, including, but not limited to the following: construction costs, permit fees, engineering costs, review fees, all electric, water and sewer user charges, and any applicable system development fees shall be the responsibility of the developer or owner. All procedures set forth in this policy shall be followed for all such extensions.
2. Any person desiring to install any electric, water, or sewer line within the Town's service area, to be connected to and served by the electric, water, and sewer systems of the Town, shall make application therefore to the Town, and with the Town's approval if applicable, to the North Carolina Department of Environmental Quality (NC DEQ) on forms designated by the NC DEQ and shall furnish such information or exhibits as are required by such application forms. With such application, the applicant shall:
 - a. Pay to the Town the nonrefundable application fee set forth in the Town's schedule of fees and any fees required by NC DEQ.
 - b. Submit 5 copies of engineering plans, profiles, and specifications of such electric line, water main or sewer line, including those for any required electric lines including all electric equipment, fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines necessary in connection therewith, to the Town for approval.

During plan review the Town may determine upsizing and/or changes of utilities that would benefit the Town's future system requirements. The Town may request these plan revisions and may require estimates to be prepared and submitted for review to determine cost of construction. The Town may require these revisions and may reimburse the developer or owner for the difference in the materials and/or equipment for the required upsizing and/or changes at an agreed upon price. If the application is approved, and if the developer and/or owner and the Town shall agree, the Town Attorney shall prepare a written contract between the Town and the applicant in accordance with this policy.

3. No Electric line, water main, or sewer line may be installed and connected to the Town water or sewer system except after the necessary permit(s) required have been obtained, a written contract approved by the Town, and executed by the Town and the applicant. The Town Manager shall be authorized to execute any contract provided for herein according to the limits established in the Town's standard bidding procedures. All contracts shall incorporate the substance of the following provisions:
 - a. Installation of any electric line or electrical equipment, water main or sewer line, including any required fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines necessary in connection therewith, shall be done by the applicant, if the applicant under the laws of North Carolina is permitted to make such installations, or by a contractor of the applicant licensed by the State of North Carolina and approved by the Town, to make such installations. Such installations shall be done in accordance with engineering plans, profiles, and specifications approved by the Town and a copy of the same shall be endorsed as to such approval for the applicant's use. The applicant shall be responsible, at his/her own expense, for the preparation of any such required plans, profiles, and specifications, for obtaining approval for electric line, sewer line, and water line extensions from all applicable review agencies, and for any other engineering fees in connection with the installation of such utilities.
 - b. The installation of the utilities shall be subject to the inspection and supervision of the Town during construction, and the connection thereof to the Town electric, water or sewer system shall not be made or maintained until the same shall have been tested under supervision of, and with the written approval and acceptance of such installation, given by the Town. After such approval and acceptance, the Town shall thereafter repair and maintain the same, except the applicant shall be responsible for defects in workmanship or materials or any noncompliance with the plans and specifications that appear within one year after such acceptance.
 - c. Installation of such utilities shall be done and completed at the sole expense and responsibility of the applicant, free and clear of all claims or encumbrances. Any and all pre-agreed upon reimbursements shall be paid at the completion and acceptance of the work by the Town. Permitted utilities shall be under construction within 12

months of the approval or contract date. If, for any reason, substantial progress is not attained within a 12-month period the contract shall become null and void and reapplication may be required.

- d. The applicant shall, at his expense (including attorney's fees and recording expenses) obtain for, or provide to, the Town such perpetual rights-of-way or deeds as shall be specified by the Town for the construction, maintenance, and operation of such utilities, including any encroachment agreements that may be required from the North Carolina Department of Transportation, railroad, or any other public utility.
 - e. Upon completion of the utilities and the connection thereof to the Town's electric, water, and sewer system, the electric line and electric equipment, water main, or sewer line, and any fire hydrants, valves, manholes, sewer lift stations, force mains, or collector sewer lines required in connection therewith shall, thereupon and thereafter, be the entire and sole property of the Town and under the sole and exclusive control of the Town.
 - f. Neither the applicant, nor any other person, shall be entitled to any service laterals from any electric line, water main, or sewer line installed by the applicant, except upon permission of the Town and the payment of any meter or any other service connection charges therefore as required by the ordinances or regulations of the Town, including, but not limited to, the system development fee.
 - g. If a water main, sewer line, sewer force main, or collector line shall be required by the Town in excess of eight inches in size to provide for the expansion of water or sewer service to other properties, then the Town may agree to reimburse the applicant the difference in the cost of the pipe material for any such water main, sewer line, sewer force main, or collector sewer line, such difference in cost to be determined by the Town from whatever source deemed appropriate by the Town. However, the Town will not agree to refund any such difference if any such water main or sewer line in excess of eight inches is necessary to serve the property intended to be then served thereby. In addition, if in order to provide for system expansion, the Town determines a pump station should be oversized, the developer shall install the required system. The additional cost associated with the upsizing of the system will be agreed upon between the Town and the developer or owner prior to construction. The Town may reimburse the developer or owner that agreed upon amount as detailed within this policy. Any such cost differences which the Town agrees to refund shall be due and payable without interest to the applicant in August following the first April after the date on which the utilities to be installed under the contract have been completed, accepted, and approved by the Town.
 - h. The applicant shall agree to indemnify and hold harmless the Town from any and all loss, cost, damages, expense and liability (including attorney's fees) caused by accident or occurrence causing bodily injury or property damage arising from the installation of such utilities by the applicant or the contractor of the applicant. The applicant or the contractor of the applicant shall maintain workers' compensation coverage as well as general liability insurance with a contractual coverage endorsement and automobile liability insurance with policy limits of not less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 for property damage. The applicant will furnish certificates of such insurance to the Town with the provision that the Town will be given 30 days' written notice of any intent to terminate such insurance by either the applicant or the insuring company.
 - i. The contract shall be conditioned on the applicant complying with all zoning and subdivision ordinances and regulations of the Town that are applicable to any properties to be serviced by the utilities, and also any ordinances or regulations of the Town for the operation, control, maintenance, and protection of the electric, water and sewer systems of the Town.
 - j. In the event the applicant violates any of the terms of the contract, the Town shall have the right to declare all or any of the rights of the applicant under the contract forfeited, and to remove and disconnect any connections that might have been made to the Town's electric, water, or sewer systems.
4. Without limiting the right of the Town to disapprove for any reason whatsoever the execution of any written contract between an applicant and the Town prepared in accordance with this policy, the Town will not approve any contract for the installation of any electric line, water main, or sewer line to be connected to and served by its utilities systems if in the judgment of the Town the projected volume of usage that would be used by any properties to be serviced thereby would unduly tax the available supply and/or capacity of the Town, or it would not be financially feasible for the Town to commit itself to such cost.

Before submitting a formal application under this policy, an applicant may request from the Board of Aldermen an informal advisory opinion on its willingness to allow such service line extension. Such request shall be filed with the Town,

together with such documentation as the Town deems necessary, and the Town shall thereafter bring such request before the Board of Aldermen pursuant to normal agenda procedures. An advisory opinion given by the Board of Aldermen shall not bind the Board of Aldermen to approve an application submitted thereafter or to execute any contract prepared under this policy.

5. Whenever offsite electric, water and sewer line extensions are made at the developer's expense, the Town may refund to the developer of the property served by such extension an amount agreed upon and included in the contract prior to construction, if the extension serves a broader purpose than the developer's project. The maximum reimbursement amounts will be included in the contract. Reimbursements are to be made by the Town to the developer from budgeted funds in annual payments in August of each calendar year based on certificates of compliance issued by April 1 of the preceding fiscal year and the percentage of development completed in accordance with site plans/subdivision plans approved by the Town.
6. Reimbursements under this policy shall be limited as follows:
 - a. Notwithstanding the provisions of this policy, the developer will be eligible for reimbursements only during the first five years after the contract has been approved.
 - b. An applicant shall submit a request for reimbursement to the Town Manager by April 1 preceding the fiscal year in which he/she wishes to be paid those reimbursements he/she is eligible for under the terms of the contract. No reimbursements shall be paid unless the applicant has complied with the above procedure.
 - c. No reimbursements shall be made until the Town receives and approves the engineer's certification, as-built drawings, and dedications or conveyances of necessary easements and rights-of-way. If such drawings, easements, and rights-of-way are not received by the Town within 90 days of the tentative approval for acceptance of the electric, water, and sewer line extensions by the Town, 20 percent of the eligible refund will be retained by the Town for the preparation of as-built drawings, easements, and rights-of-way.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Purchasing Policy

AGENDA ITEM NO. 7A

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

This item has been discussed at two Work Sessions.

Jonathan Newton, Finance Director, has compiled a comprehensive Purchasing Policy outlining purchasing guidelines for the Town. This policy reflects what has been in practice for many years, but has not been standardized into written form. The policy complies with State regulations and standard practices for local governments.

Some concerns have been voiced that this policy would jeopardize our local vendors and would hamper emergency repairs. This policy would not negatively impact either of these areas. The intention is not to overhaul our purchasing or stop using the vendors we currently use, but to put down into writing what we have already been doing. We currently get quick quotes and estimates from vendors, including local vendors (many times over the telephone as long as the expenditures are below the State's formal quote/bid thresholds). We do this to ensure that we are getting the best value and service for the citizens of Dallas. Usually, our local vendors give us very competitive prices, as well as good service. This policy basically outlines the practices we have already been utilizing, so our local vendors should see no change in our processes. As for emergencies, our focus has always been to get the situation addressed as quickly as possible, not to get bogged down in procedure...that will not change either. The first paragraph of Section 5.2 clarifies this.

Without a policy in place, we are leaving ourselves open to liability, and possibly could hinder our ability to qualify for grant funding and financing.

MANAGER'S RECOMMENDATION: To approve the Purchasing Policy as presented.

BOARD ACTION TAKEN:

PURCHASING POLICY



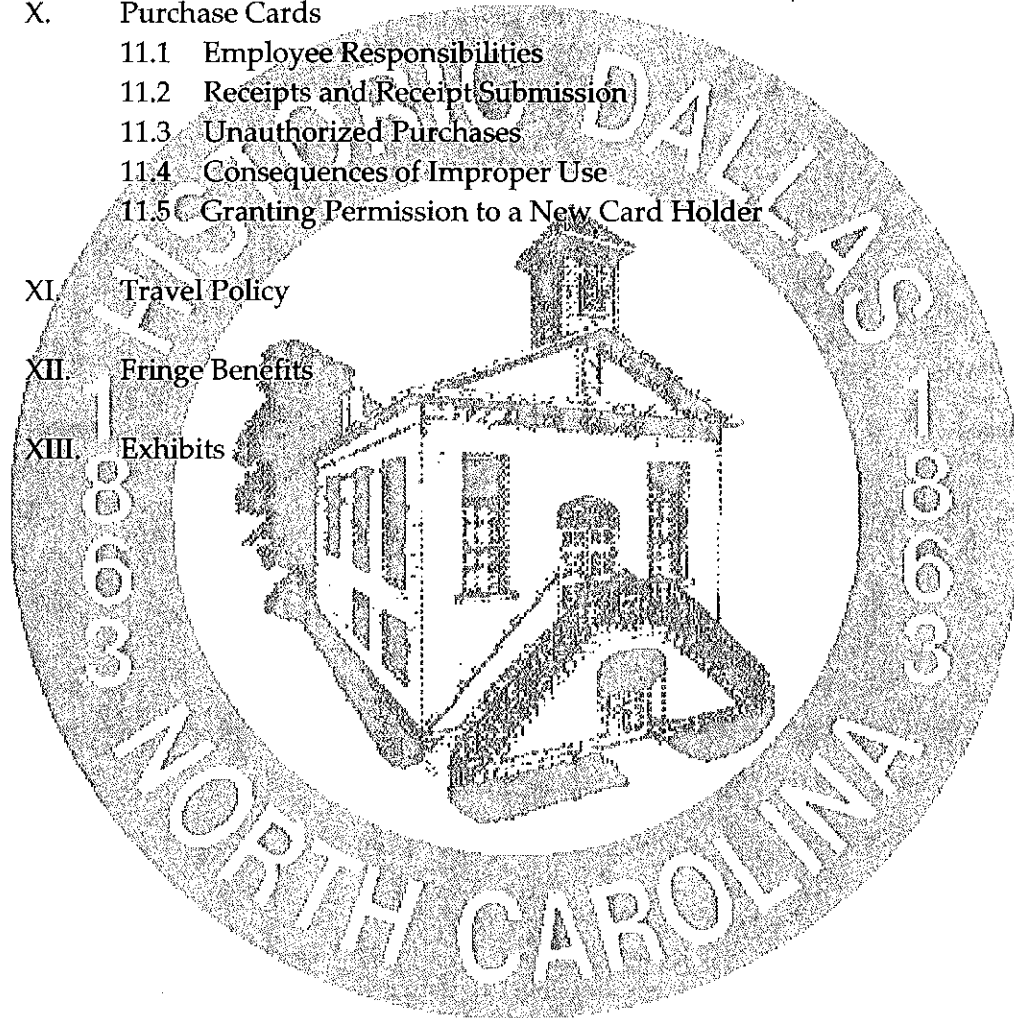
Adopted:

**Town of Dallas, North Carolina
Purchasing Policy Manual**

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GLOSSARY

Bid: a multi-step process required of the Town by North Carolina General Statutes. Quotes from three separate vendors are required during any bid process unless the good or service to be supplied is produced by only one vendor.

Informal Bid: A bid on items \$30,000.00 and above. Request for quotes are not required to be advertised to the public. Purchases in this category do not need to be approved by the Board of Aldermen.

Formal Bid: A bid on items \$90,000.00 and above or on services \$500,000.00 and above. Public advertisement of the request for quote and bid process must be made, bids must be opened in public forum, and the Board of Aldermen must approve the winning bid.

Quote: a price provided by a vendor on a provided good or service.

Informal Quote: a quote received via verbal communication, email, website, catalog, or fax.

Formal Quote: A written price quote received via U.S. Mail, email, fax, or hand delivery.

Requisition: input into the financial system by a department to request the generation of a purchase order by the Finance Department prior to a purchase.

Purchase Order (PO): authorization for the purchase of goods sent by the Finance Department to a vendor prior to the purchase.

Request for Written Quotation (RFQ): A request sent to a vendor for a written quote on a certain good or service.

Encumbering: to commit a given amount of money to the payment of an order.

Purchasing/ Procurement: interchangeable, how the Town obtains needed goods and services.

Department Head: The individual authorized to make purchasing decisions on behalf of his/ her department.

Vendor: provider of a good or service.

I. FORWARD

This purchasing policy is intended for use as a guide to the Town of Dallas's purchasing methods and practice. When used properly, the policies and procedures established herein will enable the Town to obtain needed goods and services efficiently and economically. The goal of this policy is to give structure to the Town of Dallas's procurement methods and to set guidelines for Town departments.

The understanding and cooperation of all employees is essential in order for the Town to maximize the value of each taxpayer dollar spent. While this manual does not answer all procurement related questions, it provides a sound foundation for Town procurement methods.

The goals of the Town's purchasing program are as follows:

1. To comply with legal and ethical requirements of public purchasing and procurement.
2. To assure vendors that impartial and equal treatment is afforded to all who conduct business with the Town.
3. To receive maximum value for money spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
4. To provide Town departments the required goods and services in a timely manner in the proper quantity and quality while providing necessary information to the Town Finance Department.
5. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitments, follow-ups, and adjustments.
6. To promote healthy business relationships through informed and fair purchasing practice and maintenance of ethical standards.
7. To maximize the standardization of products used by all departments in order to minimize stock levels and obtain better prices for necessary goods and services.

If the procedures and guidelines established in this manual are followed, each department will be capable of managing, controlling, and planning available resources to meet present and future needs in order to help the Town meet set goals. Any questions or concerns about this manual or the established procedures should be directed to the Town Finance Department.

This manual is effective immediately following the Board of Aldermen adoption and supersedes all previous purchasing or procurement instructions or directives.

II. GENERAL GUIDELINES

2.1 Local Buying

It is the desire of the Town of Dallas to contract with vendors within the Town and Gaston County whenever possible. The Town has a responsibility to its citizens and local businesses; however, the Town must ensure taxpayer money is spent with prudence. The Town **does not** make purchasing decisions based exclusively on the location of the vendor; however, every effort will be made to encourage qualified local vendors and suppliers to compete for Town business.

2.2 Planning

It is imperative that all Town departments take time to properly plan purchases. Purchasing plans should be made for goods and services to be purchased in both the near and distant future; thereby minimizing small orders and last minute purchases. Planning is of highest importance to the Town because proper planning reduces unnecessary clerical and supervisory time costs associated with the procurement process.

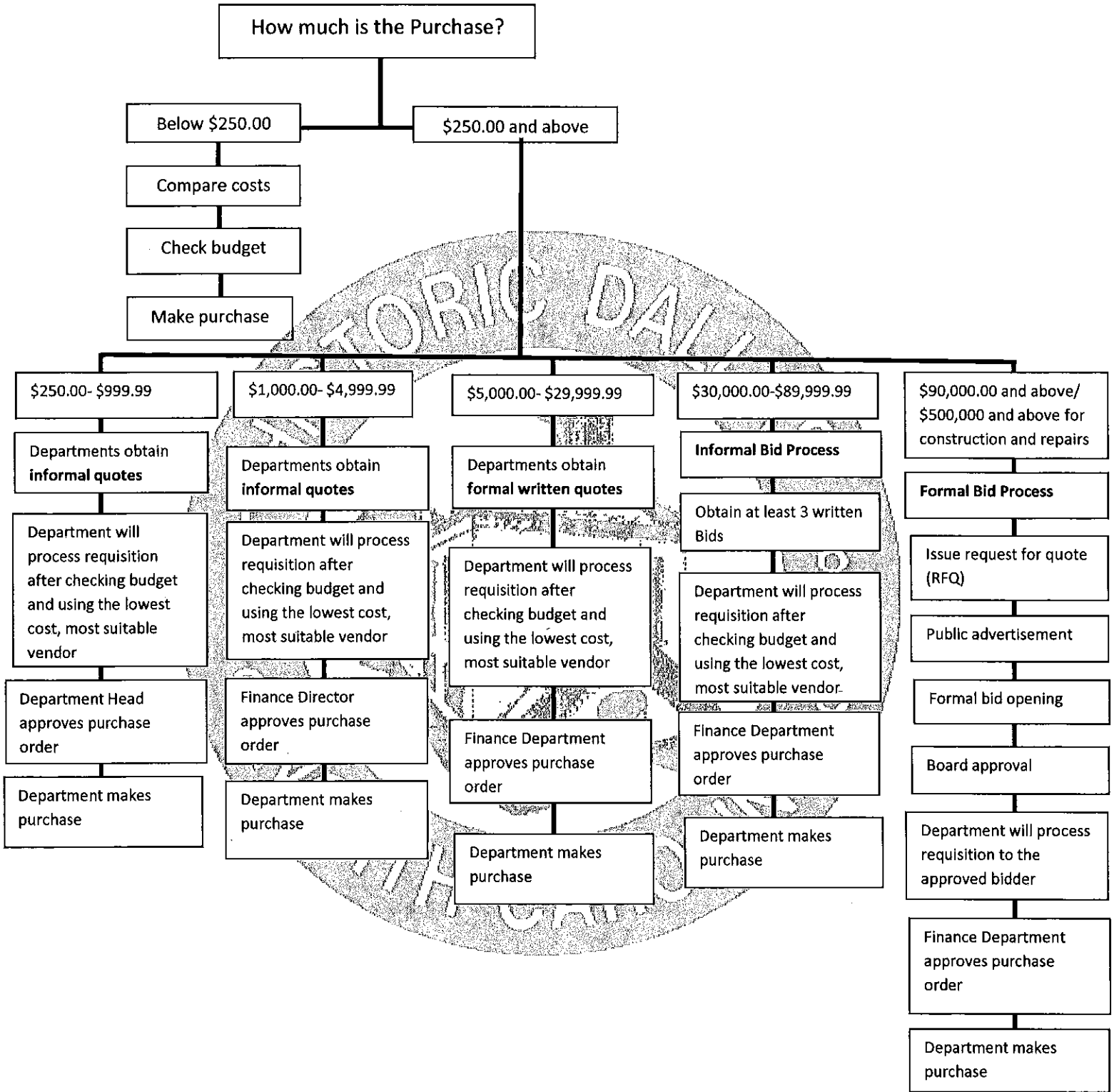
2.3 Buying Proper Quality

Quality and service are as important as price when considering goods for purchase; it is the duty of the requesting department to secure the most cost-effective good or service that will meet, but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the Town from excess expenses in the future. The requesting department should take this into consideration when making a purchase.

2.4 Authorization

Department Heads have been delegated the authority to approve purchases made under \$250.00 without a Purchase Order and can authorize a Purchase Order under \$1,000. Department Heads should only authorize purchases for necessary goods when proper documentation is provided and funds are available to make the purchase. The Department Head or his/her designee must authorize each invoice with signature, date and general ledger account number before forwarding to Finance for payment. This authorization verifies that the goods and/or services have been received, the budgeted funds are available and the invoice has been coded to the proper account number.

PURCHASING FLOW CHART



Further information on dollar thresholds can be found here:
<http://www.sog.unc.edu/sites/www.sog.unc.edu/files/Dollar%20Thresholds%20Chart%202013.pdf>

III. PURCHASING PROCEDURE

3.1 Purchases less than \$250.00

Purchases less than \$250.00 do not require a Requisition or a Purchase Order (PO) and may be made upon the approval of the Department Head. These purchases may be made by utilizing the Town's Purchasing Card process, check requests, or vendor accounts. Please see the Town's specific policy for acceptable P-Card expenses. Every purchase should follow a cost comparison to ensure a competitive price and quality for each good and service purchased. Issues that may override the price comparison process may include delivery time and material specifications.

ALL PURCHASES \$250.00 AND ABOVE REQUIRE A REQUISITION AND PURCHASE ORDER (PO).

3.2 Purchases between \$250.00 and \$999.99

Purchases in this price range may be obtained by the requesting department(s) through an informal quote process. No minimum number of quotes is required however, it is encouraged that every attempt is made to acquire at least three (3) quotes. The informal quotes may be received through verbal communications, email, or fax. Verbal quotes must be noted in typed or hand written form documenting price, date quoted, name of vendor, and name of the individual representative of the vendor. Quotes are to be scanned and submitted with the purchase requisition prior to purchase; after the purchase order is issued and approved by the Department Head, a purchase may be made.

3.3 Purchases between \$1,000.00 and \$4,999.99

Purchases in this price range may be obtained by the requesting department(s) through an informal quote process. No minimum number of quotes is required **(with the exception of vehicle repairs over \$3000 - which will require at least two (2) quotes)** however, it is encouraged that every attempt is made to acquire at least three (3) quotes. The informal quotes may be received through verbal communications, email, or fax. Verbal quotes must be noted in typed or hand-written form documenting price, date quoted, name of vendor, and name of the individual representative of the vendor. Quotes are to be scanned and submitted with the purchase requisition prior to purchase; after the purchase order is issued and approved by the Finance Director/ Town Manager, a purchase may be made.

3.4 Purchases between \$5,000.00 and \$29,999.99

Purchases in this price range are obtained through the formal quote process. In the formal quote process, the requesting department is required to receive at least three (3) quotes via U.S. Mail, email, fax, or hand delivery. The required three written quotes are to be scanned, submitted and/or attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.5 Purchases between \$30,000.00 and \$89,999.99

Purchases in this range must be obtained through informal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. RFQs in the informal bid range may or may not be advertised to the public. A minimum of three (3) vendors, if available, will receive the RFQ. Every effort will be made to obtain at least three (3) quotes. Quotes in the informal bid range may be submitted through U.S. Mail, email, fax, or hand delivery. No verbal quotes are acceptable in the informal bid price range. Purchases in the informal bid range do not require the Board of Aldermen's approval. In this range, a no bid may be accepted as a bid. In accordance with N.C.G.S. § 143-131, a Request for Written Quotation will be used for purchases of \$30,000 to formal limits (3.2a) with or without advertising. The required three written informal bids are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.6 Purchases \$90,000.00 and above/Services \$500,000.00 and above

Purchases in this range must be obtained through formal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. Every effort will be made to obtain at least three (3) bids. A newspaper advertisement must run at least seven (7) days prior to the bid opening. Written bids in this range must be submitted in a sealed envelope and must be opened at a public bid opening. Purchases in the formal range require Board of Aldermen's approval. In accordance with N.C.G.S. § 143-129, invitation for formal bids will be used for purchases of \$90,000 and greater (\$500,000 and greater for construction and repairs). This will include advertising in the local newspaper and/ or other advertising media, as deemed appropriate and receiving sealed bids. The supporting documentation and all bids received are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

IV. VENDOR SELECTION

4.1 Selection Policy

Vendors will be selected on a competitive basis. Formal bids and informal bids will be solicited by the requesting department. Bid awards, purchase orders and/or contracts will be issued to the lowest, responsive, responsible bidder. The Town of Dallas will not use vendors who have been debarred by Federal, State, or Local governments.

4.2 Gifts and Gratuities

Town employees are prohibited from soliciting or accepting any rebate, money, costly entertainment, gift, or gratuity (with the exception of mementos and novelties of nominal value) from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded. The Town will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between the personal interests of an employee and the interests of the Town. Accordingly, the Town may terminate, at no charge to the Town, any purchase order contract if it is found that substantial gifts or gratuities were offered to a Town employee. The Town may

also take disciplinary action, including dismissal, against a Town employee who solicits or accepts gifts or gratuities of any value whatsoever.

IV. SPECIAL PROCUREMENT PROCEDURES

5.1 Blanket Purchase Order

Blanket purchase orders will be issued to selected vendors for the procurement of certain items after competitive pricing has been completed and if budgeted funds are available. Blanket purchase orders are intended to expedite the procurement of frequently needed and repetitious supplies. Blanket purchase orders should be made for goods and services when the amount of clerical or administrative work otherwise involved is impractical. Examples of items procured through a blanket purchase order include: janitorial services, maintenance service contracts, chemicals, temporary personnel services, automotive parts, and others. Blanket purchase orders will encumber the requesting department's funds for any amounts remaining on the purchase order.

Requisition for blanket purchase orders must include all required information along with the following additional information:

1. Time period the purchase order is valid.
2. Items covered by the blanket purchase order.
3. The Not to Exceed (NTE) amount.
4. A listing of all personnel approved to purchase from the blanket purchase order.

All vendor delivery tickets must be signed by an authorized Town employee indicating receipt of the goods and/or services. All delivery tickets from blanket purchase orders must be scanned and forwarded to Accounts Payable as supporting documentation for invoice processing.

5.2 Emergency Purchases

In cases of emergencies, the Department Head or his/her designee may purchase directly from any vendor the supplies or services whose immediate procurement is essential to prevent delays in work which may affect the life, health, safety, or convenience of Town of Dallas employees or citizens.

The user department shall exercise good judgment and use established vendors if possible when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. Not anticipating needs does not constitute an emergency situation. First, determine if a true emergency does exist. Second, anticipate needs and avoid emergency situations whenever possible. Emergency orders are always costly. Vendors usually charge top prices if supplies or services must be obtained on an emergency basis.

During working hours, follow standard purchasing procedure as usual as soon as time and the situation permits.

After working hours, the following procedure should be used for emergency purchases: verify funds are available and if needed complete a Budget Transfer form and forward immediately to the Finance Director. The packing slip or invoice received should be coded with the account(s) to be charged and signed, scan/ attach a brief explanation of the nature of the emergency and forward to Accounts Payable with the invoice. Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

5.3 Sole Source of Supply

In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the Finance Department. Whenever a Department Head decides to purchase goods from a sole source, he/she shall document on the requisition why only one company or individual is capable of providing the goods required. The provisions of N.C.G.S. § 143-129 will be followed requiring Council approval for sole source exception for all purchases made at or above statute levels.

5.4 Single Brand Convenience

The Town recognizes in certain scenarios it is efficient to purchase items from a single provider rather than a variety of vendors. In such cases exceptions may be made to standard purchasing procedure; given proper documentation is provided. The purchaser should note reasons buying from a certain vendor will be more efficient in the long run and attach such documentation to each requisition.

Example: One brand of printer Town-wide would allow the same type of ink cartridge to be ordered and reduces time cost related to finding multiple brands. This also allows the Town to buy ink cartridges in bulk from a single provider, further reducing cost.

5.5 State of North Carolina Purchase Contract

All Departments may use the State of North Carolina Department of Administration Purchase and Contract Division whenever possible for procurement of capital and non-capital items. It shall be the responsibility of Department Heads to familiarize themselves with this purchasing method and to check for needed goods and services which are available through this resource at a lower cost than many other vendors offer. This system expedites the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes. Examples of goods on State Contract are: law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, light bulbs, etc. Contact the Finance Department with questions regarding goods on State Contract.

The State of North Carolina Interactive Purchasing System can be found on the web at www.ips.state.nc.us/ips/Default.aspx.

The North Carolina E-Procurement System can be found on the web at <http://eprocurement.nc.gov/>

5.6 Piggybacking

The Department Head may use the piggybacking process whenever necessary to purchase apparatus, supplies, materials, and equipment. Contracts in the informal range can be used as a tool to solicit additional bids, but no Board action is necessary. For purchases of \$90,000 and above, the provisions of N.C.G.S. § 143-129 will be followed.

5.7 Professional Services

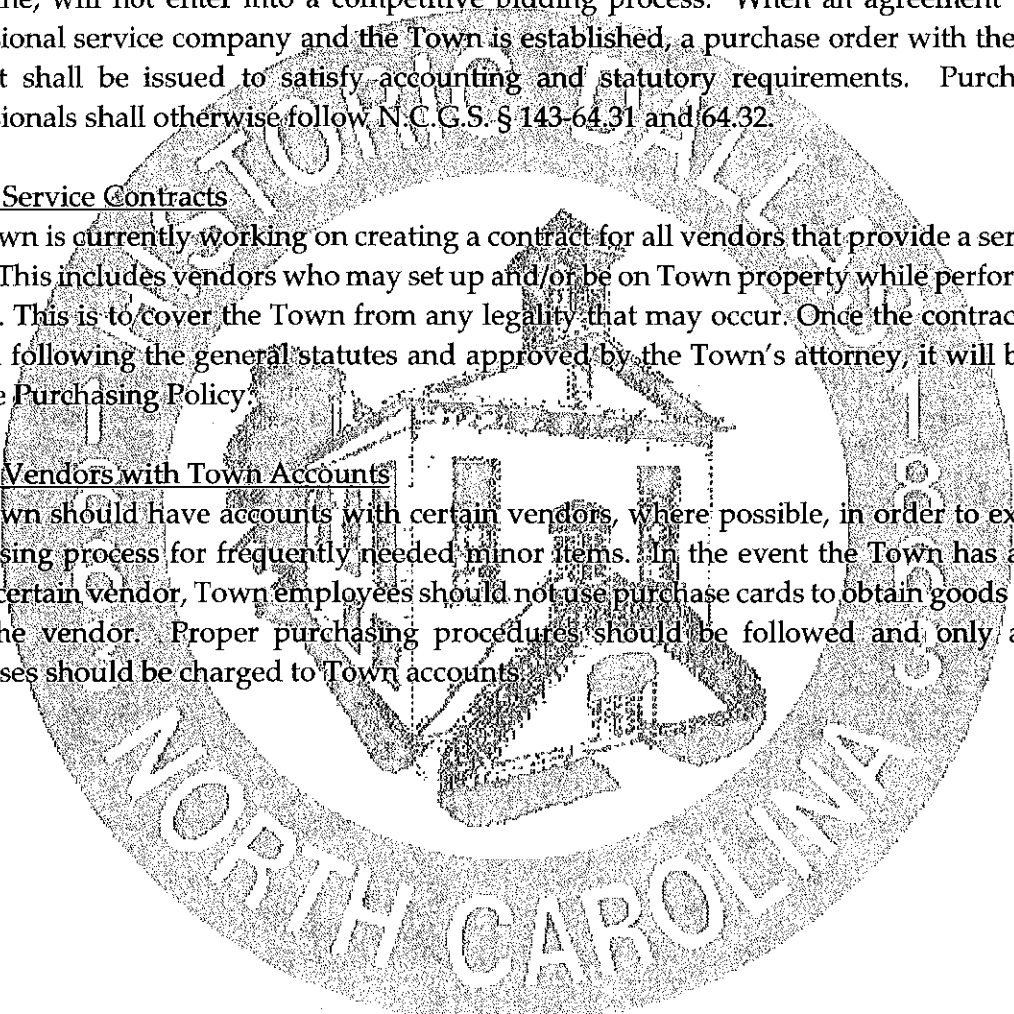
Normal competitive procedures are difficult to use in securing professional services such as attorneys, planners, and other professionals who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. When an agreement between a professional service company and the Town is established, a purchase order with the proposed amount shall be issued to satisfy accounting and statutory requirements. Purchases from professionals shall otherwise follow N.C.G.S. § 143-64.31 and 64.32.

5.8 Service Contracts

The Town is currently working on creating a contract for all vendors that provide a service to the Town. This includes vendors who may set up and/or be on Town property while performing their service. This is to cover the Town from any legality that may occur. Once the contract has been written following the general statutes and approved by the Town's attorney, it will be inserted into the Purchasing Policy.

5.9 Vendors with Town Accounts

The Town should have accounts with certain vendors, where possible, in order to expedite the purchasing process for frequently needed minor items. In the event the Town has an account with a certain vendor, Town employees should not use purchase cards to obtain goods or services from the vendor. Proper purchasing procedures should be followed and only authorized purchases should be charged to Town accounts.



VI. DELIVERY AND PERFORMANCE

A completed and accepted purchase order by the parties concerned must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule will be emphasized to the vendor. Delivery requirements will be clearly written and fully understood by all vendors. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is necessary to clearly indicate the delivery location on the requisition.

6.1 Partial Deliveries

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which is referred to as "partial delivery". Upon receipt of a partial delivery, photocopy the purchase order; attach a copy of the signed delivery receipt and forward to the Finance Department along with the vendor invoice indicating which lines of the purchase order are to be paid.

6.2 Non-Performance

If a vendor fails to meet any requirements(s) of the specifications or terms and conditions of the contract or purchase order, the vendor can be cited for non-performance. The seriousness of non-performance will be evaluated based upon the circumstances of each violation.

VII. INSPECTION AND TESTING

Life and safety as well as successful operation of expensive equipment and supplies may depend upon how well a purchased item meets design and performance specifications. Goods and materials should be checked at the time of receipt for damage or defects. The inspection shall include assuring goods comply with the specifications. If damage is found, or the goods fail to comply with the specifications, the item(s) shall be rejected as outlined below.

7.1 Rejection

In order to protect the Town's rights in the event of rejection, for whatever reason, the vendor shall be informed immediately. Reasons for the rejection must be documented in memo form, attached to a copy of the purchase order and forwarded to the Finance Department in a timely manner.

7.2 Damaged Goods

One of the major reasons for immediately inspecting the goods or materials upon receipt is to detect any visible damage. It is necessary that all damage including evidence of concealed damage shall be documented by memo, attached to a copy of the purchase order, forwarded to the Finance Department, reported to the vendor as soon as possible, and inform the vendor of the damaged goods. When it is apparent that the extent of the damage causes the goods to be worthless, they will not be accepted.

7.3 Latent Defects

Latent defects may be the result of damage in transit or failure of the manufacturer to conform to specifications. Consequently, it is often difficult to fix responsibility for the defective material. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the Town may file a claim against all parties. A memo attached to a copy of the purchase order must be forwarded to the Finance Department.

VIII. VENDOR RELATIONS

Good vendor relations are valuable business assets established through mutual confidence and satisfactory business communication between buyer and seller. An important contribution toward promoting and preserving these relations is a clear understanding of the method of contract between buyer and seller. Any conflicts which may arise should be reported to the Finance Department.

IX. SALE OF TOWN PROPERTY

The Town Manager has been authorized by the Dallas Board of Aldermen to declare as surplus a single asset or property or a group of items with a value of up to \$30,000.00, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property. The Town Manager shall sign the Sale of Property Authorization form prior to the sale or disposal of any Town property. The Finance Department shall keep all approved forms, which will record a description of the property sold or exchanged, and the amount of money or other considerations received for each sale or exchange. N.C.G.S. § 160A-265 through 280 should be referenced before the sale of any Town property in order to ensure statutes and procedure are followed properly.

For a Sale of property, a Sale of Property Authorization form must be signed and submitted, see Exhibit D.

X. PURCHASE CARDS

Purchase cards exist to provide departments a flexible and efficient way to make purchases. Purchase cards empower the cardholder to acquire necessary materials to conduct business and/or deliver services in a more convenient and expeditious manner. Purchase cards should not be used to procure items or services not directly related to Town business. Purchase cards cannot be used to purchase fuel for Town vehicles, unless the employee is out of town on work related business.

11.1 Employee Responsibilities

No purchase over \$250.00 shall be made using the purchase card system without a purchase order. Purchase cards assigned to employees may have approval limits set by Department Heads below the \$250.00 policy threshold. If an employee needs to make a purchase above the limit set by the Department Head, the employee should consult with the Department Head before making a transaction.

1. The purchase card that each cardholder receives shall only be used by the cardholder. No other person is authorized to use this card. The cardholder may make transactions on behalf of others in their department/ division; however, the cardholder is responsible for all purchases charged to their card.
2. The total value of a transaction shall not exceed a cardholder's single purchase limit. Payment for a purchase shall not be split into multiple transactions to stay within the single purchase limit.
3. The cardholder is responsible for maintaining receipts of all card transactions and attaching them in order to that cardholder's credit card statement. Once all receipts are attached to the statement, it should be turned into Finance. Receipts are required for all purchases. Failure to turn in receipts in a timely manner may result in the cardholder losing the privilege of using a Town purchasing card.
4. Purchase cards may be used by for lodging, fuel and meals when away from the Town on work related business, (please refer to the Town's travel policy). Cardholders should consult the Town's Travel Policy for more information. If an employee who is traveling does not have a Town issued purchasing card, they will be reimbursed through Accounts Payable only if, all receipts are turned in and meet the Town's Travel Policy requirements.

11.2 Receipts and Receipt Submission

Receipts should be collected and kept for all transactions. If a detailed receipt is not obtained from the vendor, a Lost/ Missing Receipt Form and a detailed list of what was purchased will be required with the receipt. Repeated lost or missing receipts may result in a cardholder losing the privilege associated with a Town purchasing card. A detailed receipt should be provided for all purchases.

11.3 Unauthorized Purchases

Certain items should not be purchased by Town employees. Any of the following items listed below have been deemed inappropriate for purchase by Town employees.

1. Personal purchases or for personal identification
2. A single purchase that exceeds the cardholder's single purchase limit
3. Cash advances
4. Gift Cards (Without Town Manager Prior Approval)
5. Alcoholic beverages
6. Purchase of in-room movies during a hotel/ motel stay while on Town business

11.4 Consequences of Improper Use

A cardholder who makes unauthorized purchases or carelessly uses a purchase card will be liable to the Town of Dallas for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The cardholder's employment may also be terminated and will be subject to legal action.

Cardholders are expected to obtain the best prices available on purchases. Purchase of an item above market prices where the vendor gives the employee any form of gift, bonus, or premium

whether in the form of cash or merchandise is considered a kickback, is illegal, and can result in disciplinary action up to and including termination of employment and lawful prosecution. Town policy strictly forbids anything in exchange for making a purchase.

11.5 Granting Permission to a New Card Holder

Any individual employee whom a Department Head feels needs a Town issued Purchasing Card should fill out a Purchasing Card Authorization Form. (Exhibit B)

XI. TRAVEL POLICY

The Town of Dallas' Travel policy for meals will follow the General Services Administration (GSA) to account for monies received during travel. This includes meals when an employee is away from work for a 24-hour period or more. Ex. a three-day conference to UNC School of Government. This does not apply if you are not staying overnight away from work, ex., a day trip to Charlotte for a seminar. Following the federal meal rates, employees are allotted the below amount according to the primary destination. Town employees are able to spend up to the required amount. Anything over the stand amount, the employee will not be reimbursed. If total receipts are under the standard amount, the employee will only be reimbursed up to the total amount spent. After returning to work, paperwork must be turned into the Finance Director for reimbursement. The required paperwork to turn in will be: Meal Reimbursement form, receipts from purchases of meals, and an agenda of the course/class/seminar. Exhibit E shows the current GSA table.

You may also find the information at the link below (please note the Town does not include the \$5.00 incidental expense)

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

XII. FRINGE BENEFITS

Any item purchased for an employee must be a valid business expense and not considered wages to the individual. Clothing, non-monetary awards, meals, travel, and other items may be considered wages depending on circumstances. Awards of cash or cash equivalents are always considered wages regardless of the amount awarded. All awards and purchases considered wages to an employee must be processed through payroll and will be subject to all applicable taxes. Please contact the Finance Department with any questions.

Any award of cash or cash equivalents must be pre-approved by the Town Manager.

XIII. EXHIBITS

- Exhibit A. Items Not Requiring a Purchase Order
- Exhibit B. New Credit Card authorization for employee
- Exhibit C. Purchase Order/ Quote Form
- Exhibit D. Sale of Town Property Authorization
- Exhibit E. GSA Table for Travel



EXHIBIT A

Items Not Requiring a Purchase Order

1. Claim payments (Citizens filing for damages/ reimbursement)
2. Insurance
3. Medical examinations
4. Refunds
5. Utilities (electricity, water, sewer, cable, internet, natural gas, trash, etc.)



BB&T Purchasing Card Authorization Form

I _____ (department head) would like to authorize

_____ (employee) in the _____ department a Town of

Dallas Credit Card through Branch Banking & Trust. This employee agrees to follow all Purchasing rules

and policies listed in the Town of Dallas purchasing policy while using the Purchasing Card.

*Credit Limit \$ _____ .00

*Finance Director and Town Manager have the authority to set the credit limit at their discretion.

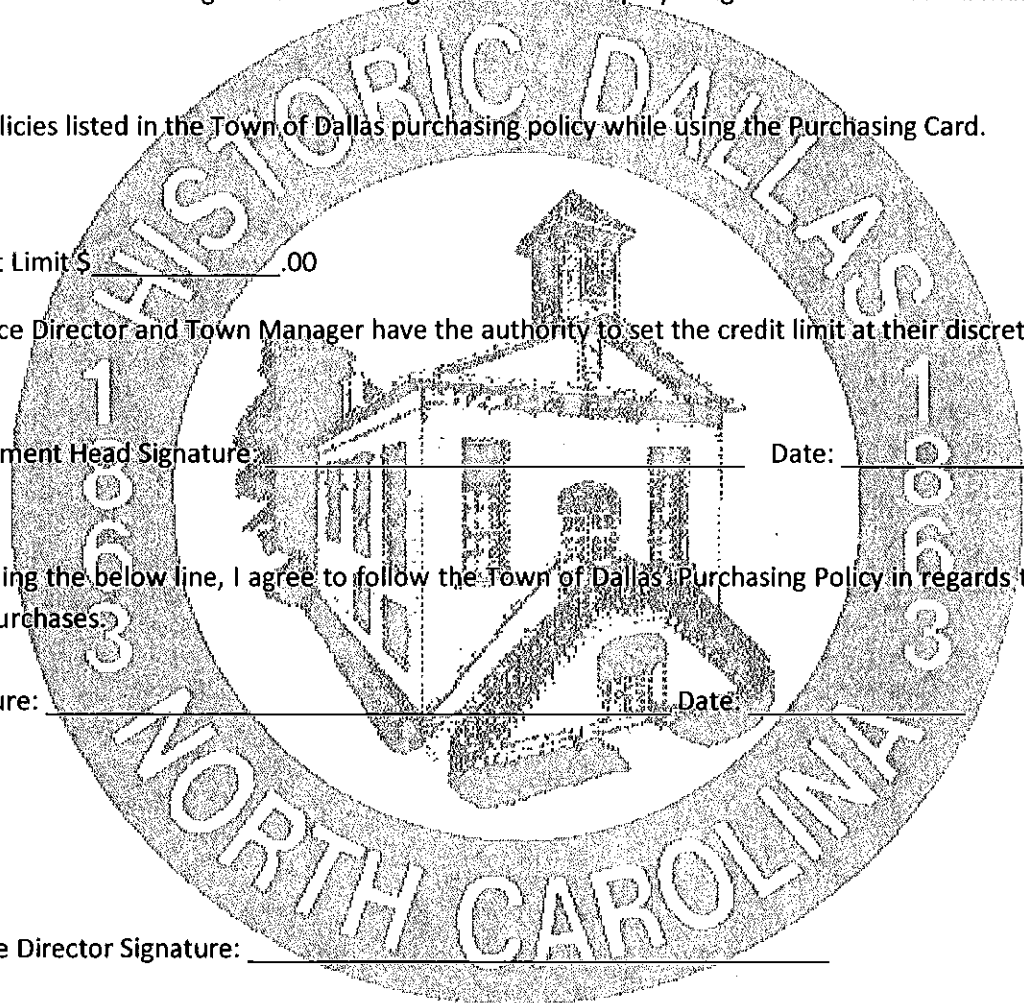
Department Head Signature: _____ Date: _____

By signing the below line, I agree to follow the Town of Dallas' Purchasing Policy in regards to all Credit Card Purchases.

Signature: _____ Date: _____

Finance Director Signature: _____

Date Completed: _____



Town of Dallas

PURCHASE ORDER/QUOTE FORM

EXHIBIT C

Employee Name:	Department:
----------------	-------------

DATE QUOTES OBTAINED:	DATE GOODS ARE REQUIRED:	<input type="checkbox"/> DEPT WILL PICK UP <input type="checkbox"/> EMERGENCY ORDER
-----------------------	--------------------------	--

VENDOR #:	VENDOR 1 NAME	VENDOR 2 NAME:	VENDOR 3 NAME:
CONTACT:			
PHONE #:			
TOTAL QUOTE:			

ACCOUNT #	QTY	ITEM DESCRIPTION	UNIT	TOTAL

REASON(S) QUOTES NOT OBTAINED /EXPLANATION OF SOLE SOURCE OR EMERGENCY:

Town of Dallas

SALE OF TOWN PROPERTY AUTHORIZATION

EXHIBIT D

The Department Head is required to obtain authorization from the Town Manager **prior** to the sale or disposal of any Town Property, regardless of value. Include any additional relevant information necessary. Please attach a photo of the item sold if available.

Complete the table below prior to the disposal of property:

PROPERTY SOLD		SALE PROCEEDS ESTIMATE	
PROPERTY CONDITION		DEPT/BUDGET WHICH MADE THE ORIGINAL PURCHASE	
YEAR		VIN/ SERIAL #	
MILEAGE		LICENSE PLATE	
MAKE		MODEL	

Other description, notes:

Department Head Signature: _____

Date: ____/____/____

Town Manager Signature: _____

Date: ____/____/____

Complete the table below after the disposal of property:

NAME OF INDIVIDUAL OR BUSINESS THAT PROPERTY WAS SOLD TO:		DATE PAYMENT RECEIVED BY TOWN	
ADDRESS OF PURCHASER		SALE PROCEEDS	\$
SIGNATURE OF EMPLOYEE			

This completed/ signed and authorized form must be submitted to the Finance Department along with the proceeds of any sale of property. If an item is scrapped or disposed of with no proceeds this completed/ signed and authorized form must be submitted to the Finance Department within 5 days of the disposition of property.

EXHIBIT E

GSA Meal Allowance Table for Travel

Primary Destination	County	Meal Total \$
Standard Rate	Applies for all locations without specified rates	\$50.00
Asheville	Buncombe	\$51.00
Atlantic Beach/Morehead City	Carteret	\$56.00
Chapel Hill	Orange	\$61.00
Charlotte	Mecklenburg	\$51.00
Durham	Durham	\$56.00
Fayetteville	Cumberland	\$51.00
Greensboro	Guilford	\$51.00
Kill Devil Hills	Dare	\$61.00
Raleigh	Wake	\$51.00
Wilmington	New Hanover	\$56.00

(Per day)



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Tobacco & Smoke-Free Board of Health Rule

AGENDA ITEM NO. 8A

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

Ms. Hydeia Hayes, City Clerk/ Public Relations & Communications Officer, from Bessemer City will be at the meeting to make a presentation concerning an initiative to implement a County-Wide Tobacco & Smoke-Free Board of Health Rule in Local Government Buildings, Local Government Grounds, Local Government Vehicles, Local Government Parks, and Indoor Public Places. Attached is background information outlining the initiative.

The Gaston County Board of Commissioners will be taking action on this rule at their May 28th meeting.

MANAGER'S RECOMMENDATION: To review the Board of Health Rule for possible adoption in Dallas.

BOARD ACTION TAKEN:

Proposed Department of Health and Human Services Board of Health Tobacco-Free Rule

Frequently Asked Questions



Q: Why does the DHHS Board want to implement a Tobacco-Free Rule?

Healthy Living:

- According to the Centers for Disease Control and Prevention (CDC), tobacco use and secondhand smoke exposure are leading preventable causes of illness and premature death in North Carolina and in the nation.
- Everyone has the right to breathe clean air.
- Laws or policies that restrict where you can smoke or use tobacco products help people who are thinking of quitting to quit, protect others from exposure to secondhand smoke, and provide tobacco-free role modeling to youth in the community.

Dangers of Secondhand Smoke and Secondhand Aerosol:

- Secondhand smoke contains more than 7,000 chemicals, hundreds of which are toxic and about 70 that can cause cancer.
- According to the United States Surgeon General there is no risk-free level of exposure to secondhand smoke. Also, secondhand smoke has been proven to cause cancer, heart disease, and asthma attacks in both smokers and nonsmokers.
- The U.S. Surgeon General issued a report on e-cigarettes and young people stating that emitted e-cigarette aerosol is not just water vapor, but contains nicotine and can contain additional toxins, making it less safe than clean air and e-cigarette use has the potential to involuntarily expose children and adolescents, pregnant women, and non-users to aerosolized nicotine and, if the products are altered, to other psychoactive substances. Therefore, clean air, being free of both smoke and e-cigarette aerosol, remains the standard to protect health

Q: Why does the DHHS Board Tobacco Free Rule include government grounds and parks in the ordinance?

Health risks of secondhand smoke outdoors:

- It has been shown that during smoking, outdoor levels of secondhand smoke may be as high as indoor levels and may pose a health risk for people nearby (if you can smell it, you are being exposed).
- According to the U.S. Surgeon General's report in 2006, "Breathing even a little secondhand smoke can be harmful."
- Not only are we concerned about secondhand smoke, we are concerned for our youth. Having tobacco-free grounds and parks helps set a positive norm for our youth. 90% of adults started using tobacco before the age of 18. Therefore, in order to reduce the use of tobacco in our community, we should influence kids not to start.

Proposed Department of Health and Human Services Board of Health Tobacco-Free Rule

Frequently Asked Questions

A Cleaner Environment:

- Cigarette butts are the most commonly littered item in America.
- Outdoor smoke-free policies have been shown to decrease litter making the clean-up at outdoor areas less cumbersome.

Q: Why is the DHHS Board addressing smoking and tobacco use?

- The DHHS Board desires to reduce the harmful effects of smoking as well as eliminate the exposure to secondhand smoke for its citizens and any visitors.
- Policies or ordinances that prohibit where you can use tobacco products help those who are thinking of quitting to successfully quit the use of tobacco products.
- Tobacco-free or smoke-free policies help to protect others from the exposure to secondhand smoke as well as provide tobacco-free role modeling for our youth.
- If you or someone you know is thinking about quitting, there is support. Smokers can talk to their healthcare providers about quitting and review the cessation options that are available through their health insurance. They can also take advantage of the free quitting support service, QuitlineNC at 1-800-QUIT-NOW (1-800-784-8669) or go to www.QuitlineNC.com.

Q: How can you tell people that they aren't allowed to do a legal behavior?

- We are not saying that people who are over 18 cannot smoke or use tobacco products. We are simply saying that they cannot do it in government buildings, grounds or parks as well as indoor public places (an enclosed area to which the public is invited or permitted).
- Many laws and ordinances restrict behavior that was formerly legal: smoke-free bars and restaurants, seat belt laws, impaired driving laws. All of these have been proven to greatly and effectively protect public health.

Q: I didn't think e-cigarettes/vaping devices had tobacco in them, why are they included?

- Electronic cigarettes, vaping devices, and most e-hookahs contain cartridges with liquid nicotine. Nicotine is derived from real tobacco, because of this, the state of North Carolina considers e-cigs a tobacco product.
- E-cigarettes, vaping devices, e-hookahs or any electronic oral device that employs a mechanical heating element is included in this ordinance.

Q: Why does it matter that I smoke outside or use smokeless tobacco products?

- This is not just about exposure to secondhand smoke (which can occur outside if close enough to the smoke – if you smell it, you are being exposed), it is about role modeling a tobacco-free norm to our youth. 90% of adults started using tobacco before age 18. To reduce tobacco's toll on our community, we must influence kids not to start. When they experiment, they can become addicted to nicotine, setting them up for potentially serious health problems and other substance use disorders.

Q: How will this Rule be enforced?

Enforcement:

Proposed Department of Health and Human Services Board of Health Tobacco-Free Rule

Frequently Asked Questions

- The best way to enhance enforcement is to inform the public of the new policy by providing adequate signage, public education and communication. Over time, it will become the norm for people to not smoke or use tobacco products in these particular places.
- Can I smoke in my car? Not if you are on any government grounds or parks. You must go off of the property.
- Is there a penalty? For the public who fail to cease using tobacco products can be punished by a fine of no more than \$50.00. A citation may be issued by a sworn law enforcement officer (no court costs may be assessed). For business owners of public places who fail to comply after two written warning violations from a local health director may have imposed upon them an administrative penalty of not more than two hundred dollars (\$200). Each day on which a violation occurs may be considered a separate and distinct violation.

For more information:

Sechondhand Smoke Exposure:

<http://tobaccopreventionandcontrol.ncdhhs.gov/shs/index.htm>

Health Effects of Smoking:

https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/

For help quitting tobacco use, call toll free 1-800-QUIT-NOW or visit www.QuitlineNC.com

***Information Adapted From:**

Kimberly Bayha from the Mecklenburg County Health Department-
[Talking to People about the Smoke-Tobacco Free Regulations](#)

Orange County, NC Government-

http://www.orangecountync.gov/document_center/Health/Frequently_Asked_Questions.pdf

Proposed Department of Health and Human Services Board of Health Tobacco-Free Rule



Proposed Rule will make the following places tobacco-free:

- **Local government buildings, local government grounds, local government vehicles, local government parks and indoor public places.**

Definitions

- Tobacco products: Cigarettes, cigars, snuff, chewing tobacco and electronic cigarettes.
- Indoor public places: Any enclosed area to which the public is invited or which the public is permitted. Examples would include: movie theaters, grocery stores, yoga studios etc. A private residence if not a public place.
- Unit of local government: Gaston County as well as any municipalities within Gaston County.

Exclusions:

- Property owned, leased, or maintained by the State of North Carolina.
- Public streets and sidewalks within Gaston County.

Enforcement

- Using a “soft launch” approach – effective date is July 1, 2020.
- Self-enforcement.
- Signage.
- Education, technical assistance and cessation support will be provided by community education partners.
- Law enforcement:
 - After verbal or written notice is given, failure to cease smoking or using tobacco products may constitute an infraction punishable by a fine of no more than fifty dollars (\$50.00). A citation may be issued by a sworn law enforcement officer. Conviction of an infraction under this section has not consequence other than payment of a penalty, and no court costs may be assessed.

Implementation thus far:

- Bessemer City 2016.
- Cherryville 2017.

Gaston County Board of Health Rule

**Prohibiting the Use of Tobacco Products in
Local Government Buildings, Local Government Grounds, Local Government Vehicles, Local
Government Parks, and Indoor Public Places**

WHEREAS, pursuant to the provisions of G.S. 153A-77 and G.S. 130A-43, the consolidated Gaston County Health and Human Services Board has the authority to adopt local health regulations; and

WHEREAS, pursuant to G.S. 130A-43, a consolidated human service board shall have all the powers and duties of a local board of health as provided in G.S. 130A-39; and

WHEREAS, Gaston County Department of Health and Human Services "DHHS" is committed to protecting the health and environment of individuals, children, and employees in Local Government Buildings, Local Government Grounds, Local Government Vehicles, Local Government Parks, and Indoor Public Places by eliminating exposure to secondhand smoke, and e-cigarette aerosol, and eliminating the amount of litter caused by discarded cigarette butts; and

WHEREAS, Gaston County DHHS wishes to minimize the harmful effects of tobacco use among employees and eliminate secondhand smoke and e-cigarette aerosol exposure for employees and the public in and on those buildings, vehicles and grounds controlled by units of local government and in indoor public places within Gaston County; and

WHEREAS, G.S. 130A-498 authorizes local governments to adopt and enforce ordinances "that are more restrictive than State law and that apply in local government buildings, on local government grounds, in local vehicles, or in public places"; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), tobacco use is the leading preventable causes of illness and premature death in North Carolina and the nation; and

WHEREAS, research indicates that, during active smoking, outdoor levels of secondhand smoke may be as high as indoor levels and may pose a health risk for people in close proximity, and some hazard exists beyond 30 feet; and

WHEREAS, in 2006, the Surgeon General concluded that there is no risk-free level of exposure to secondhand tobacco smoke. Establishing smoke-free environments is the only proven way to prevent exposure, and tobacco free rules and ordinances are an evidence-based method of creating smoke-free environments; and

WHEREAS, in 2016, the U.S. Surgeon General issued a report on e-cigarettes and young people stating that emitted e-cigarette aerosol is not just water vapor, but contains nicotine and can contain additional toxins, making it less safe than clean air and e-cigarette use has the potential to involuntarily expose children and adolescents, pregnant women, and non-users to aerosolized nicotine and, if the products are altered, to other psychoactive substances. Therefore, clean air, being free of both smoke and e-cigarette aerosol, remains the standard to protect health; and

WHEREAS, the use of e-cigarettes in places where smoking traditional tobacco products is prohibited could lead to difficulties in enforcing smoke-free policies and renormalize tobacco use, especially among youth; and

WHEREAS, the CDC reports that nearly 90 percent of smoking and smokeless tobacco use are frequently initiated and established before age 18, that most people who begin smoking during adolescence are addicted by the age of 20, and that adolescent smokeless tobacco users are more likely than nonusers to become adult cigarette smokers; and

WHEREAS, children model adult behavior and benefit from positive models of non-tobacco use behavior and positive reinforcement of healthy lifestyle messages through exposure to tobacco-free public areas; and

WHEREAS, experimentation with and use of e-cigarettes have risen sharply among young people according to the 2017 N.C. Youth Tobacco Survey: current use of electronic cigarettes among North Carolina high school students jumped by 894 percent from 1.7 percent in 2011 to 16.9 percent in 2017. A total of 28.3 percent of high school students said they are considering using electronic cigarettes in the next year. Overall tobacco use among NC high school students increased from 25.8 percent to 28.8 percent from 2011 to 2017; and

WHEREAS, in 2018, the U.S. Surgeon General issued an Advisory on the U.S. e-cigarette epidemic among youth, expressing concern that e-cigarettes are addicting youth and that exposure to nicotine can damage the developing brains of young people up to age 25; and

WHEREAS, in 2018 the U.S. Surgeon General issued an Advisory on the U.S. youth e-cigarette epidemic recommending including e-cigarettes in smoke-free indoor air policies as an evidence-based method to reduce e-cigarette use among young people; and

WHEREAS, Gaston County provides support to employees and residents who want to quit the use of tobacco products. Employees and residents are also encouraged to talk to their health care provider about quitting, ask about appropriate pharmacotherapy available through their health insurance plan or employee's insurer, and use the free quitting support services of the North Carolina Tobacco Use Quitline at 1-800-QUIT-NOW (1-800-784-869); and

NOW, THEREFORE the Gaston County Health and Human Services Board, having the authority cited herein, hereby adopts following Board of Health Rule:

Section 1. Definitions.

"County" means Gaston County government, including all agencies and departments of Gaston County government.

"Electronic Cigarette" or "E-cigarette" means an electronic oral device that employs a mechanical heating element, battery, or electronic circuit regardless of shape or size and that can be used to heat a liquid nicotine solution or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptor.

“Indoor Public Places” means any enclosed area to which the public is invited or which the public is permitted. A private residence is not a public place.

“Local Government Buildings” means a building owned, leased as lessor, or the area leased as lessee and occupied by a Unit of Local Government within Gaston County.

“Local Government Grounds” means an unenclosed area owned, leased, or occupied by a Unit of Local Government within Gaston County.

“Local Government Parks” shall mean any parcel of land or body of water comprising part of any Unit of Local Government’s parks, playgrounds, recreational areas, greenways, or trails.

“Local Government Vehicle” means a passenger-carrying vehicle owned, leased, or otherwise controlled by a Unit of Local Government within Gaston County, being either county owned or municipality owned, and assigned permanently or temporarily by local government to local government employees, agencies, institutions, or facilities for official business.

“Smoking” means the use of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product as well as Electronic Cigarettes.

“Tobacco” or “Tobacco Product” means any product containing or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, or ingested by any other means, including but not limited to cigarettes, e-cigarettes, cigars, little cigars, snuff, and chewing tobacco. A tobacco product excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Electronic Cigarettes are also considered to be a Tobacco Product.

“Unit of Local Government” shall mean Gaston County as well as any municipalities within Gaston County.

Section 2. Prohibition on Use of Tobacco Products.

Use of Tobacco Products is prohibited in all of the following areas:

- (a) Local Government Buildings, including the Gaston County Courthouse and its premises;
- (b) Local Government Grounds, including in private vehicles when those vehicles are located on the grounds of Units of Local Governments;
- (c) Local Government Vehicles;
- (d) Local Government Parks; and
- (e) Indoor Public Places

This prohibition is applicable in the entire geographic bounds of Gaston County, including the municipalities within Gaston County, but excluding property owned, leased, or maintained by the State of North Carolina. This Rule does not apply to the public streets and sidewalks within Gaston County or to public places that are not indoors.

Section 3. Signage and Removal of Ashtrays, Etc.

- (a) Signs giving notice of the prohibition of tobacco use shall be posted in, on or about all Local Government Buildings, Local Government Grounds, Local Government Vehicles, Local Government Parks and Indoor Public Places subject to this Rule.
- (b) As to buildings and grounds identified herein, signs shall be placed at all entrances giving notice of the prohibition of tobacco use under this Rule. Signs must be posted in other areas of buildings and grounds as reasonably calculated to inform employees and the public of the prohibition.
- (c) The signs shall be of sufficient size to be clearly legible to a person of normal vision, and be conspicuously posted.
- (d) The signs shall state the applicable prohibition (e.g. Use of Tobacco Products is Prohibited) and include the applicable universal symbol (e.g. the "No Smoking and Use of Tobacco Products Prohibited" symbol).
- (e) Persons in charge of vehicles identified herein shall post signs in Local Government Vehicles to give notice of the prohibition. The signs must be placed in a manner by which passengers will also be able to see the notice, but shall not interfere with the safe operation of the vehicle.
- (f) Persons in charge of buildings and grounds where tobacco use is prohibited by this Rule shall remove all publicly available ashtrays and other smoking receptacles from places where smoking and tobacco use is prohibited as defined herein.
- (g) The County Manager, or designee, shall determine whether signs should be posted in languages other than English and make the appropriate personnel aware of such need.

Section 4. Compliance and Enforcement.

- (a) **Penalty for Violation.** After verbal or written notice by the person in charge of an area described herein, or his or her designee, failure to cease smoking or using tobacco products may constitute an infraction punishable by a fine of not more than fifty dollars (\$50.00). A citation may be issued by a sworn law enforcement officer. Conviction of an infraction under this section has no consequence other than payment of a penalty, and no court costs may be assessed.
- (b) **Violations by persons who manage, operate, or control a public place.** The local Health Director may take the following actions and may impose the following administrative penalty on a person who manages, operates, or controls a public place and fails to comply with the provisions of this Rule:
 - i. **First violation** – Written notice of the person's first violation and notification of action to be taken in the event of subsequent violations.
 - ii. **Second violation** – Written notice of the person's second violation and notification of administrative penalties to be imposed for subsequent violations.
 - iii. **Third and subsequent violations** – Impose an administrative penalty of not more than two hundred dollars (\$200.00). Each day on which a violation occurs may be considered a separate and distinct violation.

Section 5. Public Education.

The County shall engage in an ongoing program to explain and clarify the purposes and requirements of this Rule to residents and businesses affected by it, and guide operators and managers in their compliance with it. In doing so, the County may rely on materials and information provided by the Gaston County Department of Health and Human Services. The County shall:

- (a) Educate the public about the Rule, and reasons for the Rule, prior to its implementation date through the news media, website and educational media. The education shall include information on resources for quitting tobacco use, including information about the free quitting support services of the North Carolina Tobacco use Quitline, 1-800 QUIT NOW (1-800-784-8669);
- (b) Educate the County's employees about how they can assist with compliance with this Rule as well as providing information about the free quitting support services of the North Carolina Tobacco Use Quitline, 1-800 QUIT NOW (1-800-784-8669).

Section 6. Abrogation.

This Rule supersedes any previous County, City, or Town ordinance regulating tobacco that is less restrictive than the rule as established herein. This Rule is not intended to repeal any greater restriction imposed by any other State law or local government ordinance. Whether the provisions of any other law, ordinance, regulation, or restriction impose higher standards than are required by the provisions of this Rule, this Rule does not prohibit the enforcement of any such law, ordinance, regulation, or restriction.

Section 7. Severability

Should any section of this Rule be decided by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of the Rule as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 8. Effective Date.

This Rule shall become effective July 1, 2020 following adoption by the Gaston County Health and Human Services Board and approval of this Rule by an Ordinance adopted by the Gaston County Commissioners pursuant to North Carolina General Statute 153A-121(a).

ADOPTED this _____ day of _____, 20_____.

Chair of the Board
Gaston County Health and Human Services Board

ATTEST:

Secretary to the Board
Gaston County Health and Human Services Board



Opinion

My Turn: Gaston County can set example, improve health for next generation

By Robert Browne

Posted Mar 23, 2019 at 6:15 AM

Last spring, a group of local high schoolers from the Youth Advisory Council of Cancer Services of Gaston County came to speak to our Board of Health & Human Services about the impacts of tobacco. They did this through a Photo Voice project, sharing images they had captured around their schools, neighborhoods, and communities.

The youth then explained how these everyday images told a story about our county – a story where corner stores are filled with tobacco marketing, where parks are littered with cigarette butts, and where vaping is commonplace in school bathrooms. Our board was both alarmed and inspired – and now, almost one year later, we are ready to change our “story” in Gaston County.

On April 4, we will vote on a countywide tobacco rule that will prohibit all tobacco use (including e-cigarettes and vaping) on government property and in indoor public places around our county. Covered under this rule, will be all county and municipal government buildings, grounds, parks, recreation areas, vehicles and indoor public places.

To clarify, indoor public places are any enclosed spaces the public is allowed or invited to enter (like grocery stores and movie theaters). It’s important to note that many places in our community already have policies on smoking or tobacco use that may be strengthened, or simply reinforced, by this rule. In fact, two of our local municipalities - Bessemer City and Cherryville - have led the county, and the state, by having already adopted comprehensive tobacco policies. Our proposed rule is designed to build on and support these policies, making the leadership that Bessemer City and Cherryville have shown standard across all of Gaston County.

We know that the use of e-cigarettes has skyrocketed among youth nationally. The U.S. Surgeon General called e-cigarette use among youth an “epidemic” in December 2018. Our local data tell us that Gaston County youth are in-line with the concerning national trend. In a 2017 survey, 49 percent of Gaston County high schoolers reported they had tried e-cigarettes and 27 percent admitted to being current users. These products are addicting a new generation to nicotine. This is alarming, as nicotine use in youth can cause learning, memory and attention problems, and even prime developing brains for future substance use disorders. With our proposed rule, we will send the message to youth that these products are dangerous and should be avoided.

In addition to the risks posed to youth, tobacco use is a risk factor for the four leading causes of death in Gaston County. Many of us have friends or family members who have suffered poor health – or death – because of tobacco. The early data on what e-cigarettes and vaping will mean for the next generation is terrifying. We suspect that, as research continues on these products, more protections will be put in place at the federal level, as other countries already have around the world. But, as the Board of Health & Human Services is charged with the responsibility to protect and promote the public health, we do not want to wait years for this to happen; we believe our citizens deserve better.

What our board envisions with this rule is a county where families are not exposed to second-hand smoke or aerosol when entering a recreation center, paying their taxes, or taking a walk on a greenway; where children do not have their playgrounds littered with cigarette butts; and where youth playing sports do not see their coaches or parents using tobacco during games in municipal parks. We envision a county that lives longer and better; a county where the next generation is free from tobacco and its negative health impacts.

If you or any of your loved ones would like to take this opportunity to start your journey toward quitting tobacco, please call the 24 hour NC Quitline at 1-800-QUIT-NOW or visit <https://www.quitlinenc.com/>. This resource provides free quit coaching to all North Carolina residents, is available 24 hours a day, and is a great option for those who are struggling to take the first step and want support.

Submitted by Gaston County Department of Health & Human Services Board Chairman Robert Browne on behalf of the full board.



QuitlineNC: Summary of Services

Up to date as of 1/1/2019

All NC residents can access free evidence-based tobacco treatment services through QuitlineNC. These services include telephone treatment sessions with highly trained Quit Coaches, web coaching, texting, and (for some) free nicotine replacement therapy (NRT). See table below for eligibility.

Free NRT is only sent when caller sets quit date in the next 30 days

Insurance	# Proactive Quit Coaching Calls	FREE Nicotine Replacement Therapy (NRT)	Web coaching or Texting
Uninsured	4 Calls	8 weeks of nicotine patches AND nicotine gum OR lozenges	Unlimited
Medicaid	4 Calls	2 weeks of nicotine patches AND nicotine gum OR lozenges	Unlimited
Medicare	4 Calls	2 weeks of nicotine patches AND nicotine gum OR lozenges	Unlimited
Blue Cross Blue Shield NC (BCBSNC)	4 Calls	None (though BCBSNC covers all 7 cessation medications w/\$0 co-pay)	Unlimited
Other commercial insurance	1 Call (although caller can call back as many times as they like)	None (caller should check w/ their health plan for cessation medication coverage)	Unlimited

Pregnancy Protocol: 10 specialized treatment sessions for people who are pregnant, planning to become pregnant in next 3 months, breastfeeding, or 12 months postpartum.

Also, callers have unlimited web coaching and texting.

Pregnant callers can only receive NRT with a prescriber's override

All others in the pregnancy protocol can receive NRT according to their insurance status

Referring patients: Fax a referral form in English or Spanish to 1-800-483-3114. The Quitline will make 4-7 attempts to reach your patient at a convenient time.

HIPAA covered entities can receive outcome reports tracking patient enrollment and services received. This is a great way to track the quality of your interventions.

Empower patients to call the QuitlineNC using the QuitlineNC Brochure in English or Spanish.
Email mariam.ali@dhhs.nc.gov to order free brochures and wallet cards for patients.
Check out QuitlineNC.com for printable resources!

In the past year alone,
vaping among
high schoolers has increased

CENTER FOR
TOBACCO
PRODUCTS



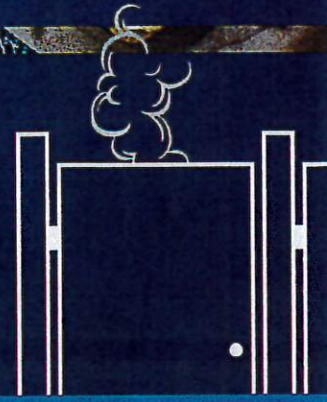
FDA

78%

How much **do you know** about the epidemic?

E-cigarettes, also known as “vapes,” are becoming increasingly popular among teens.^{1,2}

In fact, they are the most commonly used tobacco product among both middle and high school students. You may have already seen or heard about students vaping in your school, but it is important to know that certain types of vapes can be used very discreetly.



SOME TEENS REPORT USING E-CIGARETTES IN SCHOOL BATHROOMS AND EVEN IN THE CLASSROOM.

Learning more about the different types of e-cigarette products is an important first step in addressing youth vaping.

DID YOU KNOW:

E-cigarettes come in a variety of shapes and sizes and may not look like a tobacco product, which can make them hard to spot.³

Some devices popular among teens—like JUUL and myblu—are as small as a USB flash drive and even look like one.

Certain products emit very low amounts of aerosol or “vapor,” which makes them easier to use discreetly than combustible cigarettes.

Most e-cigarettes contain nicotine, the same highly addictive drug in cigarettes.^{4,5} Some e-cigarettes may contain as much nicotine as a pack of 20 regular cigarettes.³

A Big Problem... A SMALL DEVICE



Over
10.7
million
youth aged 12–17
are at-risk for using
e-cigarettes.^{6,7}

Many teens have dangerous misperceptions that lead them to believe that vaping is harmless.

Common myths

believed about vaping, along with the facts.

“It’s just flavoring.”

Vapes get their flavors from chemicals. While these flavorings are safe to eat in food, they’re not safe to inhale. Inhaling flavor chemicals can harm your lungs.¹¹

Want an example?

Some buttery-flavored vapes like caramel contain diacetyl and acetoin. Inhaling diacetyl has been linked to popcorn lung, a lung disease that doesn’t have a cure.¹¹

“It’s just water vapor.”

But it’s not.

Vaping can expose the user’s lungs to harmful chemicals like formaldehyde, diacetyl and acrolein, as well as toxic metal particles like nickel, tin and lead.^{4, 8-10, 11-13}

“I don’t have an addictive personality—I won’t get hooked on vapes.”

Some vapes that claim they are nicotine-free are not.^{8, 17-22}

“My vape says it’s nicotine-free. There’s no way I’ll become addicted.”

Vaping delivers nicotine to the brain in as little as 10 seconds.^{14, 15}

A teen’s brain is still developing, making it more vulnerable to nicotine addiction.¹⁶

“Nicotine isn’t that bad for me.”

Nicotine exposure during the teen years can disrupt normal brain development. It can have long-lasting effects, like increased impulsivity and mood disorders.²³⁻²⁵

“Just because I vape doesn’t mean I’m going to smoke cigarettes.”

Research shows teens who vape are more likely to try smoking cigarettes.^{7, 6}

FDA’s Efforts to Curb Youth E-Cigarette Use

FDA is committed to protecting youth from the dangers of e-cigarettes. In addition to our national peer-to-peer public education campaign called “The Real Cost,” we’re joining forces with Scholastic to provide teachers and school administrators with the resources they need to educate their students about e-cigarettes.

Together, we’ve created a **free lesson plan and research activity** for teachers to educate their students on the health risks of e-cigarette use. Please visit the Scholastic youth-vaping-risks site to access these resources.

Share This Information



Please share this infographic with other teachers and school administrators. In addition, if you’d like to learn more about e-cigarettes, check out these resources:

- » [Surgeon General Fact Sheet](#) – E-cigarette use among youth and young adults
- » [Parent Tip Sheet](#) – How parents can talk with their teen about vaping
- » [CDC Infographic](#) – E-cigarette ads and youth infographics
- » [Smokefree Teen](#) – If you know a teen who is addicted to any tobacco product, including cigarettes and e-cigarettes, there are resources to help them quit

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Storm Water Amendment

AGENDA ITEM NO. 8B

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

In repairing a water line issue on Church Street between Spargo Street and Davis Street, it became apparent that the underlying water line issue was caused by a Storm Water issue. In order to make the repair to the water line, the Storm Water issue must be repaired. As the Storm Water Maintenance and Repair line item has been spent out, a budget amendment must be approved for the repair. The cost of the repair will be \$16,200.

The necessary budget amendment is attached for approval.

MANAGER'S RECOMMENDATION: Approve the budget amendment as presented.

BOARD ACTION TAKEN:

Town of Dallas
Budget Amendment

Date: May 14, 2019

Action: Storm Water Amendment

Purpose: To Budget for Repairs on E. Church St.

Number: STW-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
40	7100	3999	Fund Balance Appropriated	\$0	\$16,200	\$16,200
40	7100	1850	Maint & Rep: Storm Water Sys	\$27,200	\$43,400	\$16,200

Totals	\$27,200	\$59,600	\$32,400
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Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Water/Sewer Amendment

AGENDA ITEM NO. 8C

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

In February of 2014 there was a meeting at Camp Sertoma Road in regards to the NC DOT road widening project for Dallas Cherryville Highway. In the discussions, it was indicated that the widening would take place on the north side of the highway. Town Staff advised DOT that there was a water line on that side of the highway that would need to be moved. At that time Diamond Engineering was asked begin the design work associated with that move. It was the understanding of Town Staff that the costs incurred would be paid by DOT. In the Fall of 2016, DOT held a project construction meeting where it was discovered that the plans had changed and the widening was now planned for the south side of the highway. At that meeting, Diamond Engineering questioned Mr. Chad Drewery about the engineering that had been performed when the plan was to widen the north side of the highway. Mr. Drewery requested the plans and an invoice be sent to him and he would see about getting it paid. Mr. Trudnak subsequently received a phone call from Mr. Drewery informing him that he could not find anyone that admitted giving the Town permission to start the engineering process and therefore DOT would not be paying the invoice. Further inquiries and discussions have been held to no avail. Diamond Engineering has requested that the Town pay the outstanding invoice for the work that was performed at the Town's request.

Attached is a budget amendment to provide funds to pay Diamond Engineering for the work performed.

MANAGER'S RECOMMENDATION: Although the Town made the engineering request in good faith based upon information from NC DOT and under the assumption that DOT would be covering the costs of the work, the Town bears some responsibility for payment, therefore approval for the payment of the invoice and the supporting budget amendment is recommended.

BOARD ACTION TAKEN:

**Town of Dallas
Budget Amendment**

Date: May 14, 2019

Action: Water/Sewer Fund Amendment

Purpose: To Appropriate Funds for Engineering Services on Dallas Cherryville Highway

Number: WS-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	3999	0000	Fund Balance Appropriated	\$57,528	\$133,528	\$76,000
20	8100	0400	Professional Service	\$103,486	\$179,486	\$76,000

	Totals	\$161,014	\$313,014	\$152,000
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Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Order to Demolish – 519 E. Thornburg St.

AGENDA ITEM NO. 8D

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

The Town of Dallas has received multiple complaints regarding the abandoned structure located at 519 E Thornburg St.

After performing an on-site inspection with the Gaston County Building and Inspections Dept., it was confirmed that the dwelling has not been properly maintained or secured.

The Development Services Director attempted to notify the owners by mail initially to determine the plans for the property, however, the mail sent to the address listed on GIS and registered with the Gaston County Tax Office was returned as undeliverable.

Per 150.65, notice may be made via publication if the whereabouts of the person are unknown and cannot be made in the exercise of reasonable diligence.

Notice of the Complaint and Hearing was made via publication on March 21, 2019 and posted to the property on March 20th by Dallas PD. There was no one in attendance at the scheduled hearing.

The subsequent Findings of Fact regarding this property were published April 9, 2019, with a deadline of May 10, 2019. A copy of the order was also posted to the property by Dallas PD.

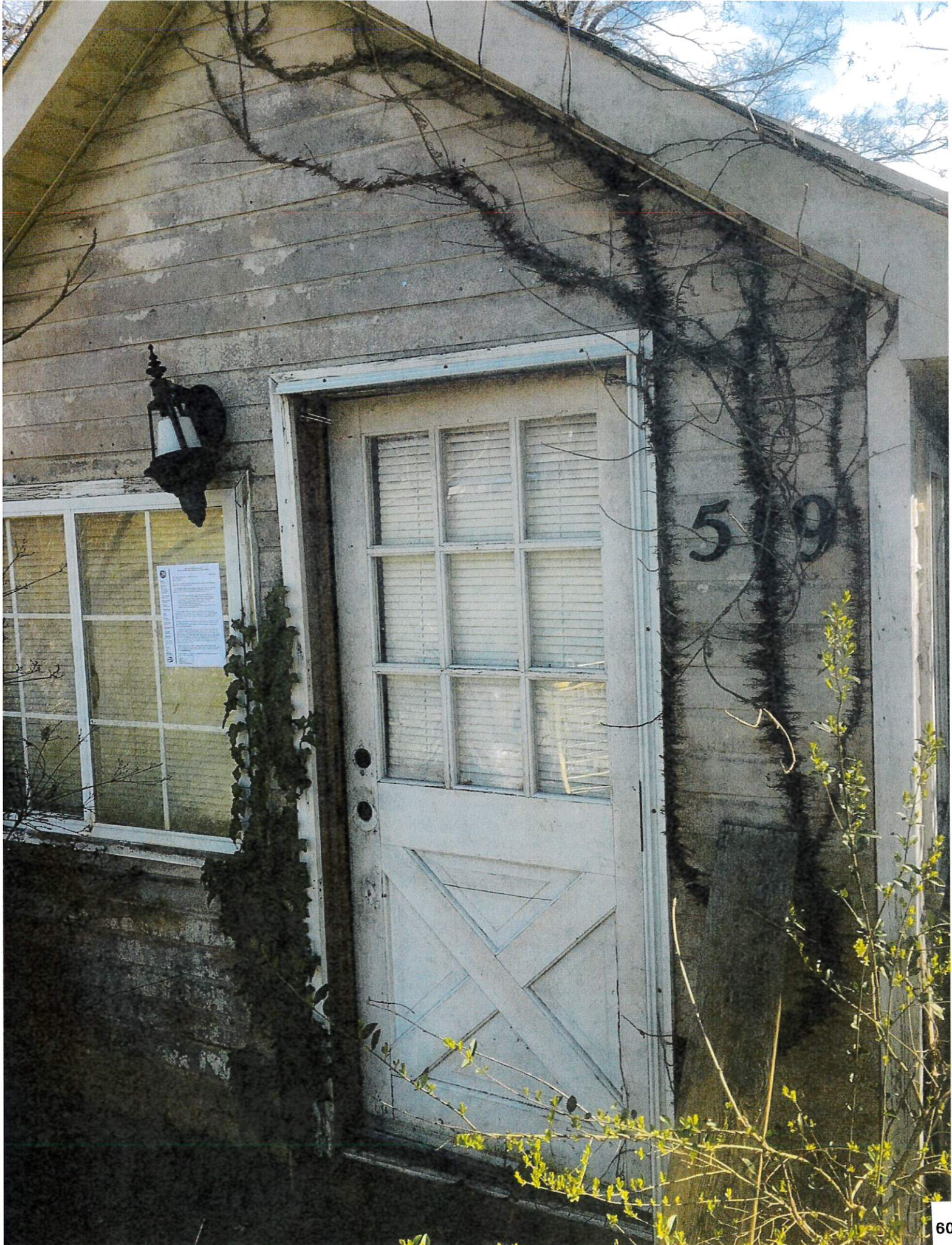
To date, the owners have not contacted the Development Services Director or made any attempts to bring the property into compliance or demolish the building.

Development Services Director is recommending an Ordinance to Demolish to remove this structure, as it is a public nuisance and safety hazard.

MANAGER'S RECOMMENDATION: Approve the Order to Demolish as presented.

BOARD ACTION TAKEN:





T Faro

From: A Scott <ascott@dallasnc.net>
Sent: Wednesday, May 08, 2019 11:10 AM
To: 'T Faro'
Subject: 519 E. Thornburg St.

Ms. Faro, in reference the structure listed as 519 E. Thornburg St. Dallas N.C., Abandoned structures such as this one pose additional hazards to the Officers who may attempting to search and apprehend subjects who may be attempting to elude the officers. These type of structures have to be cleared each time someone attempts to run from the officers in that general area. This takes time and man power to accomplish, not to mention the additional safety hazards. The structure at 519 E. Thornburg St has been cleared multiple times since it was abandoned. Any assistance that zoning may be able to assist in dealing with this structure will be greatly appreciated.

Chief R. A. Scott
Dallas Police Department
Dallas NC 28034
704-922-3116
ascott@dallasnc.net



Virus-free. www.avg.com

ORDINANCE TO REMOVE OR DEMOLISH

AN ORDINANCE DIRECTING THE DEVELOPMENT SERVICES DIRECTOR TO REMOVE OR DEMOLISH THE STRUCTURE HEREIN DESCRIBED AS HAZARDOUS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the Board of Aldermen of the Town of Dallas, North Carolina finds that the abandoned structure described herein is hazardous to the health, safety, and welfare of the residents of the Town under the Town's Housing Code, and that all of the procedures of the Housing Code have been complied with; and

WHEREAS, this structure should be removed or demolished, as directed by the Housing Inspector, and should be placard by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this structure has been given a reasonable opportunity to bring the structure up to the standards of the Housing Code in accordance with G.S. §160A-443(5) pursuant to an order issued by the Development Services Director on **April 9, 2019**, and the owner has failed to comply with the order;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

SECTION 1. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to place a placard containing the legend:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

upon the structure located at the following address: **519 E THORNBURG ST, DALLAS NC 28034.**

SECTION 2. THE DEVELOPMENT SERVICES DIRECTOR is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with this order to the Owner hereof dated the **May 14, 2019**, and in accordance with the Housing Code and G.S. §160-443.

SECTION 3. THE COST OF REMOVAL OR DEMOLITION.

(a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Tax Collector, and shall have the same and be collected in the same manner as the lien for special assessment in G.S. §160A-233.

(b) Upon completion of the required removal or demolition, the Housing Inspector shall sell the material of the structure and credit the proceeds against the cost of removal or demolition. The Housing Inspector shall certify the remaining balance to the Tax Collector. If a surplus remains after sale of the materials and satisfaction of the cost of removal or demolition, the Housing Inspector shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided in G.S. §160A-446(f).

SECTION 4. IT SHALL BE UNLAWFUL for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be hazardous to the public health, safety, and welfare.

SECTION 5. This subchapter shall become effective upon its adoption.

Adopted this 14th day of May, 2019.

Mayor Rick Coleman

ATTESTED:

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Funding Request – Venture Church for Boys & Girls Club

AGENDA ITEM NO. 8E

MEETING DATE: 5/14/2019

BACKGROUND INFORMATION:

Mayor Coleman has received a request from Venture Church for funding on behalf of the Boys and Girls Club operating out of the church facility.

Last year, the Board of Aldermen approved \$5,000 toward the startup of the Boys and Girls Club as the Club would provide care for children attending Carr Elementary School, which is in the Town limits of Dallas. The Boys and Girls Club is now considering offering spots to children from Brookside Elementary, which is located in Gastonia, in addition to those students from Carr Elementary.

Based on NC General Statute §160A-456(a)(2), a municipality is able to expend funds for community development programs *concerned with child care needs of persons of low and moderate income.*

MANAGER'S RECOMMENDATION: Determine whether to provide funding to the Boys and Girls Club, in light of the Club potentially serving students from other schools; and at what amount if funding is deemed appropriate.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Notice of Annexation Proceedings – INFORMATION ONLY

AGENDA ITEM NO. 8F

MEETING DATE: 5/14/2019

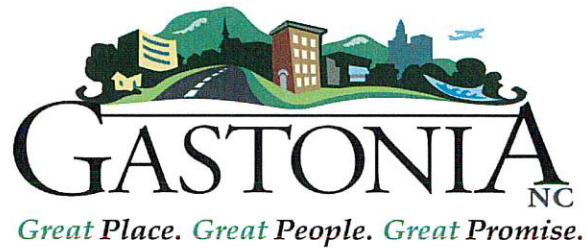
BACKGROUND INFORMATION:

The City of Gastonia has sent a notice of annexation proceedings for 2.4684 acres on Friday Park Road, in accordance with the Annexation Agreement currently in existence between Dallas and Gastonia. THIS IS FOR INFORMATIONAL PURPOSES ONLY AND REQUIRES NO ACTION. Attached is the information relevant to the annexation notice.

The Annexation Agreement between Dallas and Gastonia will expire in 2020. That agreement is also attached for review. As this expiration nears, the agreement needs to be discussed by both municipalities toward a new agreement.

MANAGER'S RECOMMENDATION:

BOARD ACTION TAKEN:



Office of the City Attorney

April 16, 2019

Maria Stroupe, Town Manager
Town of Dallas
210 N. Holland St.
Dallas, NC 28034-1625

Re: Notice of Annexation Proceedings

Dear Ms. Stroupe:

Pursuant to the Annexation Agreement between our two municipalities, the enclosed documentation is provided to you for the purpose of giving your city notice of a voluntary annexation proceeding being conducted by the City of Gastonia. Tyson Brothers, Inc., has petitioned for the voluntary annexation of 2.4684 acres on Friday Park Road into the City of Gastonia. This parcel is within Gastonia's sphere of influence pursuant to the Annexation Agreement approved by the Town of Dallas on April 13, 2010, and by the City of Gastonia on April 20, 2010. Please call me if you have any questions concerning this annexation proceeding.

I also note the current agreement will expire in a year from now in 2020. If the Town of Dallas wishes to renew this agreement, City staff would welcome the opportunity to discuss that matter. Thank you.

Very truly yours,

L. Ashley Smith
City Attorney

Enclosure

pc: Michael Peoples, City Manager
Quentin McPhatter, Asst. City Manager
Rusty Bost, Director of Engineering/City Engineer
Joe Albright, Director of Public Utilities
Jason Thompson, Director of Planning

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: L. ASHLEY SMITH, CITY ATTORNEY

DATE: April 16, 2019

RE: RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1 AND RESOLUTION SETTING DATE OF PUBLIC HEARING OF ANNEXATION – 2.4684 ACRES, FRIDAY PARK ROAD



Attached please find two (2) Resolutions. The first directs the Clerk to Investigate the Sufficiency of a Petition for Annexation. The second sets a date for a Public Hearing on the Question of said Annexation of 2.4684 acres, Friday Park Road.

Tyson Bros., Inc. has petitioned for the voluntary annexation of the above referenced real estate. The property is contiguous to the existing City limits. The area to be annexed is 2.4684 acres as described on Exhibit "A" of the Resolution Setting Public Hearing on the Question of Annexation of 2.4684 acres, Friday Park Road; and, as shown on the map attached to the Resolution. If approved, the second Resolution sets the Public Hearing for May 21, 2019, the second regularly scheduled Council meeting of the month.

This property is to be developed by Tyson Bros., Inc. If you have any questions concerning this request for voluntary annexation, Keith Lineberger in Engineering-Land Development (704-854-6641) is the City's contact person to the developer.

L. Ashley Smith, City Attorney

Att.

Pc: Tucker Johnson, Assistant City Engineer
Keith Lineberger, CE II

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER N.C.G.S. 160A-31
2.4684 ACRES ON FRIDAY PARK ROAD

WHEREAS, a petition requesting voluntary annexation of an area described in said petition was received on March 11, 2019, by the City Staff of the City of Gastonia; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Gastonia deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gastonia that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council of the City of Gastonia the result of her investigation.

This 16th day of April, 2019.

Walker E. Reid, III, Mayor

ATTEST:

Sherry H. Dunaway, City Clerk

**RESOLUTION SETTING DATE OF PUBLIC HEARING ON QUESTION OF THE
VOLUNTARY ANNEXATION OF 2.4684 ACRES, FRIDAY PARK ROAD
PURSUANT TO N.C.G.S. 160A-31**

WHEREAS, Tyson Bros., Inc., has petitioned the City of Gastonia to annex certain property owned by the Petitioners, pursuant to the provisions of Section 160A-31 of the North Carolina General Statutes; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Gastonia, North Carolina:

Section 1. That a public hearing on the question of the voluntary annexation of the area described herein will be held on May 21, 2019, at 6:00 p.m., in the Public Forum Room, Gaston County Courthouse, Gastonia, North Carolina.

Section 2. The area proposed for annexation is described as follows: being located in Dallas Township, Gaston County, North Carolina, and being more particularly described by metes and bounds on the attached Exhibit "A".

Section 3. That legal notice of said public hearing shall be published once in the Gaston Gazette, a newspaper having general circulation in the City of Gastonia, at least ten (10) days prior to the date of said public hearing.

Adopted this the 16th day of April, 2019.

Walker E. Reid, III, Mayor

ATTEST:

Sherry H. Dunaway, City Clerk

RES1855

EXHIBIT "A"

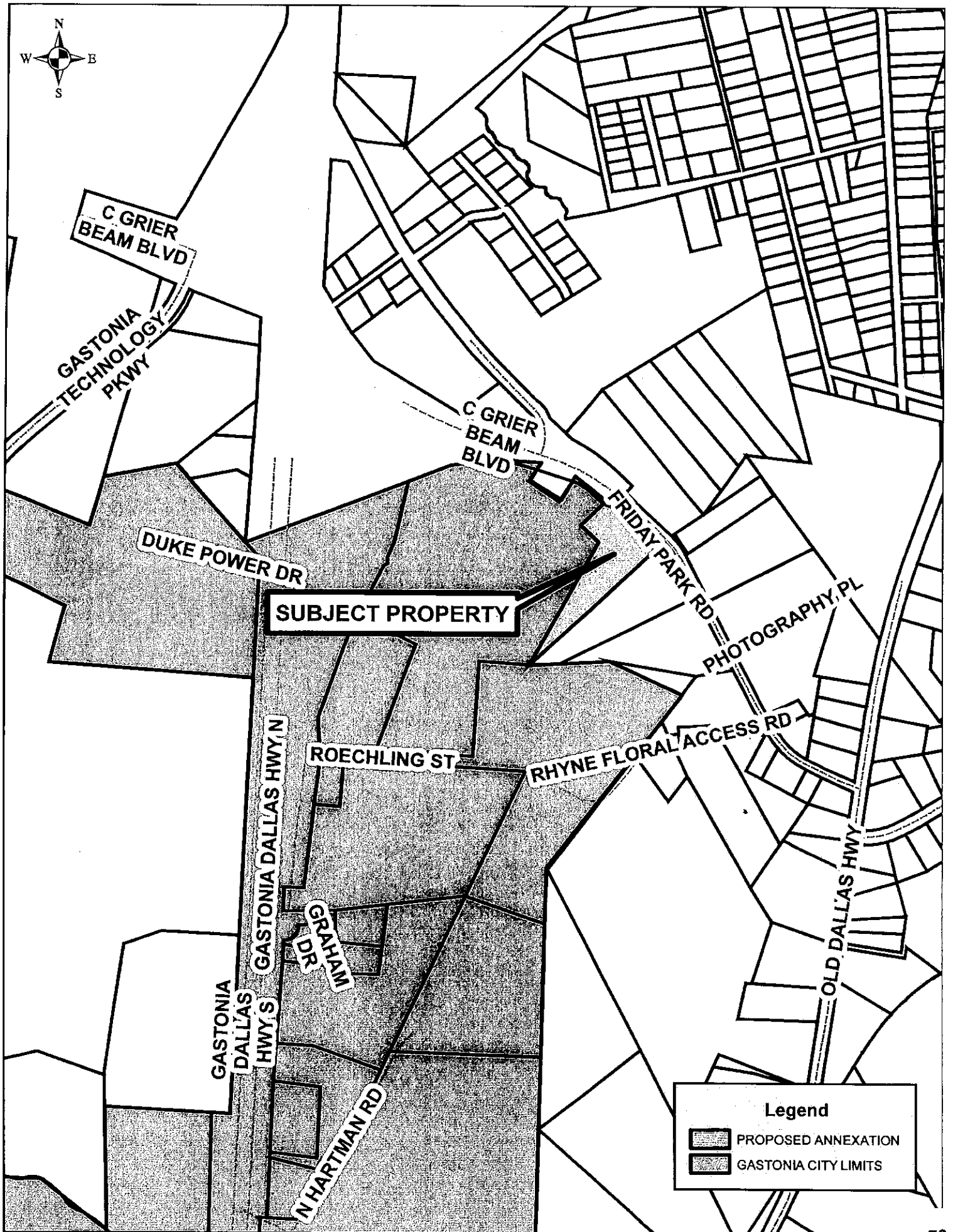
PROPERTY DESCRIPTION – AREA TO BE ANNEXED

Being a tract of land lying in Dallas Township, Gaston County, North Carolina, being bound on the northeast by Friday Park Road; being bound on the southeast by Eulas Paysour Heirs; being bound on the northwest by Tyson Bros., Inc., and shown on a survey by W. Bradley Freeman, P.L.S., dated June 2005 and updated and revised February 19, 2019, and being more particularly described as follows:

BEGINNING at a rebar found, being the most northern corner of Eulas Paysour Heirs property and being on the right-of-way of Friday Park Road; running thence with the northwestern line of the Paysour Heirs S 47-43-17 W 754.41 feet to a bent iron pipe found in the northern line of the New Star Properties, LLC; thence a line with Tyson Bros., Inc. N 28-48-09 E 575.44 feet to an iron pipe found at an 18 inch pine; thence continuing with Tyson Bros., Inc. N 46-02-39 W 105.19 feet to a tall iron rod found in an iron pipe at a 15 inch marked oak; thence continuing with Tyson Bros., Inc. N 47-23-23 E 150.66 feet to a concrete right-of-way monument found on the right-of-way of Friday Park Road; thence two lines with the right-of-way of Friday Park Road S 70-29-34 E 118.11 feet to a concrete right-of-way monument found; thence S 45-27-33 E 188.62 feet to the point of Beginning, containing 2.4684 acres.

Being that property owned by Tyson Bros., Inc. as described in Deed Book 4486 at Page 1968 in the Gaston County Public Registry.

Said parcel is also known as tax parcel #217980 and contains 2.4684 acres, more or less, as further shown and depicted on an annexation plat for Tyson Bros., Inc. prepared by W. Bradley Freeman, P.L.S., dated June 2005 and updated and revised February 19, 2019 (Job No. 0564).



NORTH CAROLINA
GASTON COUNTY

ANNEXATION SPHERE OF INFLUENCE AGREEMENT

This agreement, made and entered into this 11th day of May, 2010, by and between the Town of Dallas, a North Carolina municipal corporation, hereinafter referred to as "Dallas" and the City of Gastonia, a North Carolina municipal corporation, hereinafter referred to as "Gastonia";

WITNESSETH:

WHEREAS, Dallas and Gastonia desire to enter into an agreement concerning the annexation of areas adjacent to both municipalities in order to facilitate efficient growth and land use planning; and

WHEREAS, Chapter 204 of the 1987 Session Laws of the North Carolina General Assembly, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, authorizes municipalities in Gaston County to enter into such agreements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Spheres of Influence.**
 - (a) A sphere of influence boundary is hereby established between Gastonia and Dallas, as shown on the map attached hereto as Exhibit B and incorporated herein by reference.
 - (b) Any area generally South of the sphere of influence boundary shown on Exhibit B shall be within Gastonia's sphere of influence for purposes of future annexations. Any area generally North of the sphere of influence boundary shown on Exhibit B shall be within Dallas' sphere of influence for purposes of future annexations.
 - (c) Dallas shall commence no annexation procedure nor adopt any annexation ordinance the purpose of which is to annex any portion of nor all of that area within the sphere of influence of Gastonia.
 - (d) Gastonia shall commence no annexation procedure nor adopt any annexation ordinance the purpose of which is to annex any portion or nor all of that area within the sphere of influence of Dallas.
2. **Term.** The term of this Agreement shall be ten (10) years from the date of execution hereof, which shall be deemed the effective date of this Agreement. It is the intent of both parties that lines of communication shall remain open between the municipalities for discussion of extending this Agreement as it nears expiration.
3. **Existing Utility Customers.** Each respective party shall retain its existing water and sewer customers as of the effective date of this Agreement without regard to which side of the sphere of influence boundary such customers may be located on, and this Agreement shall not effect nor enable the transfer of any water or sewer customer from Dallas to Gastonia or from Gastonia to Dallas.
4. **Notice.** Each party shall give written notice to the other party of any proposed annexation, which is within that party's sphere of influence, at least sixty (60) days prior to the adoption of an annexation ordinance. The notice shall contain a legible map clearly and accurately showing the boundaries of the area to be annexed. Any notice required by this section shall remain in effect for no more than one hundred eighty (180) days. Notices required under this section shall be sent to the following addresses:

Dallas:	Town Clerk Town of Dallas 210 North Holland Street Dallas, NC 28034-1625
Gastonia:	City Manager City of Gastonia P.O. Box 1748 Gastonia, NC 28053-1748
5. **Waiver of Notice.** The party to receive such notice may waive any notice or notice period required by this Agreement. Such waiver must be in writing and must be approved by the governing board of the party waiving the notice.

6. Amendment. This Agreement shall be amended only by a written document executed in the same manner as this Agreement.
7. Integration. This instrument contains the entire agreement between the parties and no statement, either oral or written, made by either party or the agent of either party that is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their duly authorized representatives the day and year first above written.

TOWN OF DALLAS

CITY OF GASTONIA

By: Rick Coleman
Rick Coleman, Mayor

By: Jennifer T. Stultz
Jennifer T. Stultz, Mayor

ATTEST:
Maria Stroupe
Town Clerk

ATTEST:
Virginia L. Creighton
City Clerk



APPROVED AS TO FORM:
Renn M. Shower
Town Attorney

APPROVED AS TO FORM:
Melissa A. Maff
City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

STATE OF NORTH CAROLINA
COUNTY OF GASTON

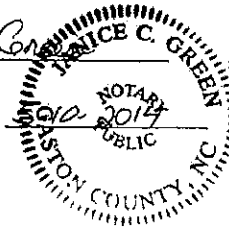
I, Janice C. Green, a Notary Public of the aforesaid County and State, do hereby certify that Maria Stroupe personally appeared before me this day and acknowledged that he/she is the Town Clerk of the Town of Dallas and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by him/her as its Town Clerk.

I, Regina Wilson Phillip, a Notary Public of the aforesaid County and State, do hereby certify that Virginia L. Creighton personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the 11 day of May, 2010.

WITNESS my hand and Notarial Seal, this the 27th day of April, 2010.

Janice C. Green
Notary Public
My Commission Expires: 5-10-2014



Regina Wilson Phillip
Notary Public
My Commission Expires: 3-13-2013

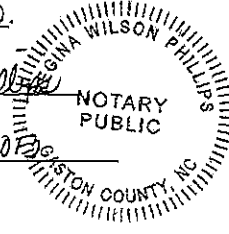


EXHIBIT A

GENERAL ASSEMBLY OF NORTH CAROLINA 1987 SESSION

CHAPTER 204 SENATE BILL 492

AN ACT TO AUTHORIZE MUNICIPALITIES WITHIN GASTON COUNTY TO ENTER INTO AGREEMENTS CONCERNING ANNEXATIONS.

The General Assembly of North Carolina enacts:

Section 1. It is the purpose of this act to authorize municipalities to enter into agreements concerning annexation in order to enhance planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities.

Sec. 2. The words defined in this section shall have the meanings indicated when used in this act:

- (1) "Annexation" means any extension of a municipality's corporate limits as authorized by Article 4A of Chapter 160A of the General Statutes, the charter of the municipality, or any local act applicable to the municipality, as such statutory authority exists now or is hereafter amended.
- (2) "Agreement" means any written agreement authorized by this act.
- (3) "Municipality" means any city as defined by G.S. 160A-1.

Sec. 3. Two or more municipalities may enter into agreements with each other in order to designate one or more areas which are not subject to annexation by one or more of the participating municipalities. The agreements shall be of reasonable duration, but not to exceed 30 years, and shall be approved by resolution of the governing board and executed by the mayor of each municipality and spread upon its minutes.

Sec. 4. (a) The agreement shall:

- (1) State the duration of the agreement.
- (2) Describe clearly the area or areas subject to the agreement. The boundaries of such area or areas may be established at such locations as the participating municipalities shall agree. Thereafter, any participating municipality may follow such boundaries in annexing any property, whether or not such boundaries follow roads or natural topographical features.
- (3) Specify one or more participating municipalities which may not annex the area or areas described in the agreement.
- (4) State the effective date of the agreement.
- (5) Require each participating municipality which proposes any annexation to give written notice to the other participating municipality or municipalities of the annexation at least 60 days before

EXHIBIT

the adoption of any annexation ordinance, provided, however, that the agreement may provide for a waiver of this time period by the notified municipality.

(6) Include any other necessary or proper matter.

(b) The written notice required by subdivision (a)(5) of this section shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the area or areas described pursuant to subdivision (a)(2) of this section, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

Sec. 5. From and after the effective date of the agreement, no participating municipality may consider in any manner the annexation of any area in violation of this act or the agreement. From and after the effective date of the agreement, no participating municipality may annex all or any portion of any area in violation of this act or the agreement.

Sec. 6. Nothing in this act shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

Sec. 7. (a) Each provision of the agreement shall be binding upon the parties thereto. A participating municipality which believes that another participating municipality is violating this act or the agreement may file a petition in the superior court of the county where any of the territory proposed to be annexed is located, seeking review of the action of the municipality alleged to have violated this act or the agreement.

(b) Within five days after the petition is filed with the court, the petitioning municipality shall serve copies of the petition by certified mail, return receipt requested, upon the respondent municipality.

(c) Within 15 days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent municipality shall transmit to the reviewing court:

(1) a transcript of the portions of the municipal journal or minute book in which the procedure for annexation has been set forth;

(2) a copy of any other document received or approved by the respondent municipality's governing board as part of the annexation.

(d) The court shall fix the date for review of the petition so that review shall be expeditious and without unnecessary delays. The review shall be conducted by the court without a jury. The court may hear oral arguments and receive written briefs, and may take evidence intended to show either:

(1) that the provisions of this act were not met; or

(2) that the provisions of the agreement were not met.

(e) Upon a finding that the respondent municipality has not violated this act or the agreement, the court may affirm the action of the respondent municipality without change. Upon a finding that the respondent municipality has violated this act or the agreement, the court may:

(1) Remand to the respondent municipality's governing board any ordinance adopted pursuant to Parts 2 or 3, Article 4A of Chapter

160A of the General Statutes, as the same exists now or is hereafter amended, for amendment of the boundaries, or for such other action as is necessary, to conform to the provisions of this act and the agreement.

- (2) Declare any annexation begun pursuant to any other applicable law to be null and void. If the respondent municipality shall fail to take action in accordance with the court's instructions upon remand under subdivision (e)(1) of this section within three months from receipt of such instructions, the annexation proceeding shall be deemed null and void.

(f) Any participating municipality which is a party to the review proceedings may appeal from the final judgment of the Superior Court under rules of procedure applicable in other civil cases. The appealing party may apply to Superior Court for a stay in its final determination, or a stay of the annexation ordinance, whichever shall be appropriate, pending the outcome of the appeal to the appellate division; provided, that the Superior Court may, with the agreement of the parties, permit annexation to be effective with respect to any part of the area concerning which no appeal is being made and which can be incorporated into the respondent municipality without regard to any part of the area concerning which an appeal is being made.

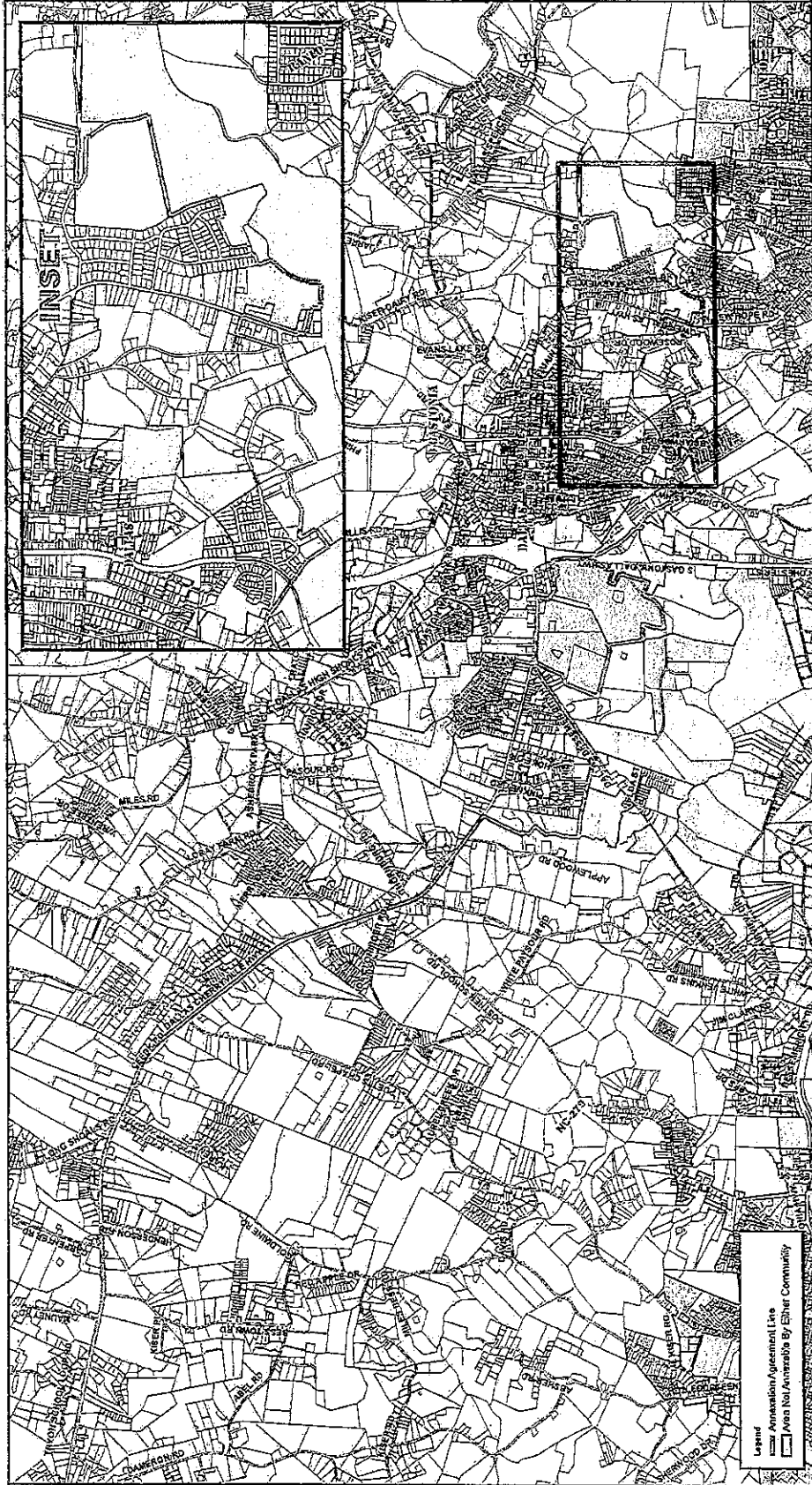
(g) If part or all of the area annexed under the terms of a challenged annexation ordinance is the subject of an appeal to the Superior Court or appellate division on the effective date of the ordinance, then the ordinance shall be deemed amended to make the effective date with respect to such area the date of the final judgment of the Superior Court or appellate division, whichever is appropriate, or the date the respondent municipality's governing board completes action to make the ordinance conform to the court's instructions in the event of remand.

(h) This act does not authorize any court to stay any annexation proceeding, except as specifically set forth in subsections (f) and (g) of this section.

Sec. 8. This act shall apply only to municipalities located wholly or partly in Gaston County.

Sec. 9. This act is effective upon ratification.

In the General Assembly read three times and ratified this the 18th day of May, 1987.



**2010 Annexation Agreement
 between
 City of Gastonia, NC and Town of Dallas, NC**



file

Office of the City Attorney

February 11, 2014

Jim Palenick, Town Manager
Town of Dallas
210 N. Holland St.
Dallas, NC 28034

RE: Amended Annexation Agreement
City of Gastonia / Town of Dallas

Dear Mr. Palenick:

Enclosed please find an executed original Amended Annexation Agreement dated January 30, 2014, between the City of Gastonia and the Town of Dallas.

Please feel free to contact me if you need additional information.

Very truly yours,

Melissa A. Magee / s/g
Melissa A. Magee
Asst. City Attorney

Encl.

Let4968

P.O. Box 1748 • Gastonia, NC 28053-1748 • Phone: 704.866.6735 • Fax: 704.854.6607
www.cityofgastonia.com

TWO RIVERS UTILITIES (TRU)
P.O. Box 1778
Gastonia, NC 28033-0778

info@tworiversutilities.com
www.tworiversutilities.com



We are TRU to our customers!

January 28, 2014

Jim Palenick, Town Manager
Town of Dallas
210 N. Holland Street
Dallas, North Carolina 28034

Subject: Amended Annexation Agreement

Dear Mr. Palenick:

Please find enclosed three copies of the Amended Annexation Agreement between the Town of Dallas and the City of Gastonia for execution by the Town of Dallas. Please have the agreements executed and call me and I will come pick them up. Please leave the date on the front page blank. We will enter the appropriate date when the executed agreements are returned.

An executed copy will be delivered back to the Town of Dallas for your records.

Please contact me at 704-866-6043 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Bynum", with a long horizontal flourish extending to the right.

Michael W. Bynum, PE
Division Manager
TRU Engineering

PC: File

NORTH CAROLINA,

AMENDED ANNEXATION AGREEMENT

GASTON COUNTY.

THIS AMENDED AGREEMENT, to be effective as of the 30 day of January, 2014, by and between the CITY OF GASTONIA, a North Carolina municipal corporation, hereinafter referred to as "Gastonia," and the TOWN OF DALLAS, a North Carolina municipal corporation, hereinafter referred to as "Dallas."

WITNESSETH:

WHEREAS, Gastonia and Dallas previously entered into an agreement dated May 11, 2010, concerning the annexation of areas adjacent to both municipalities, in order to facilitate efficient growth and land use planning (the "Agreement"); and

WHEREAS, Chapter 204 of the 1987 Session Laws of the North Carolina General Assembly, a copy of which is attached hereto marked "Exhibit A" and incorporated herein by reference, authorizes municipalities in Gaston County to enter into such agreements; and

WHEREAS, the parties wish to amend the Agreement by changing annexation boundary line as shown on Exhibit B to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Gastonia and Dallas agree as follows:

1. The annexation boundary line as shown on Exhibit B to the Agreement shall be amended as shown in the map attached hereto as "Exhibit B". From and after the date of this amendment, the new annexation boundary line shown on Exhibit B shall determine the spheres of influence of the parties hereto.
2. All other terms and conditions of the Agreement not otherwise amended herein shall remain binding on the parties.

IN WITNESS WHEREOF, Gastonia and Dallas cause this Agreement to be signed by their duly authorized representatives the day and year first above written.



CITY OF GASTONIA

By: 
John D. Bridgeman, Mayor

ATTEST:

Virginia L. Creighton
(Deputy) City Clerk

APPROVED AS TO FORM:

Melissa A. Nye
Attorney

TOWN OF DALLAS

By: Rich Colman
Mayor

ATTEST:

Maria Stroup
Town Clerk

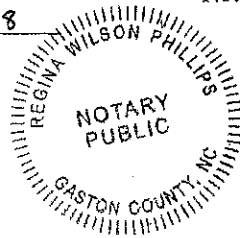
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Regina Wilson Phillips, a Notary Public of the aforesaid County and State, do hereby certify that Virginia L. Creighton personally appeared before me this day and acknowledged that she is the (~~Deputy~~) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (~~Deputy~~) City Clerk.

WITNESS my hand and Notarial Seal, this the 22nd day of January, 2014.

Regina Wilson Phillips
Notary Public

My Commission Expires: 3-11-2018



GENERAL ASSEMBLY OF NORTH CAROLINA
1987 SESSION

CHAPTER 204
SENATE BILL 492

AN ACT TO AUTHORIZE MUNICIPALITIES WITHIN GASTON COUNTY TO
ENTER INTO AGREEMENTS CONCERNING ANNEXATIONS.

The General Assembly of North Carolina enacts:

Section 1. It is the purpose of this act to authorize municipalities to enter into agreements concerning annexation in order to enhance planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities.

Sec. 2. The words defined in this section shall have the meanings indicated when used in this act:

- (1) "Annexation" means any extension of a municipality's corporate limits as authorized by Article 4A of Chapter 160A of the General Statutes, the charter of the municipality, or any local act applicable to the municipality, as such statutory authority exists now or is hereafter amended.
- (2) "Agreement" means any written agreement authorized by this act.
- (3) "Municipality" means any city as defined by G.S. 160A-1.

Sec. 3. Two or more municipalities may enter into agreements with each other in order to designate one or more areas which are not subject to annexation by one or more of the participating municipalities. The agreements shall be of reasonable duration, but not to exceed 30 years, and shall be approved by resolution of the governing board and executed by the mayor of each municipality and spread upon its minutes.

Sec. 4. (a) The agreement shall:

- (1) State the duration of the agreement.
- (2) Describe clearly the area or areas subject to the agreement. The boundaries of such area or areas may be established at such locations as the participating municipalities shall agree. Thereafter, any participating municipality may follow such boundaries in annexing any property, whether or not such boundaries follow roads or natural topographical features.
- (3) Specify one or more participating municipalities which may not annex the area or areas described in the agreement.
- (4) State the effective date of the agreement.
- (5) Require each participating municipality which proposes any annexation to give written notice to the other participating municipality or municipalities of the annexation at least 60 days before

the adoption of any annexation ordinance, provided, however, that the agreement may provide for a waiver of this time period by the notified municipality.

(6) Include any other necessary or proper matter.

(b) The written notice required by subdivision (a)(5) of this section shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to; the area or areas described pursuant to subdivision (a)(2) of this section, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

Sec. 5. From and after the effective date of the agreement, no participating municipality may consider in any manner the annexation of any area in violation of this act or the agreement. From and after the effective date of the agreement, no participating municipality may annex all or any portion of any area in violation of this act or the agreement.

Sec. 6. Nothing in this act shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

Sec. 7. (a) Each provision of the agreement shall be binding upon the parties thereto. A participating municipality which believes that another participating municipality is violating this act or the agreement may file a petition in the superior court of the county where any of the territory proposed to be annexed is located, seeking review of the action of the municipality alleged to have violated this act or the agreement.

(b) Within five days after the petition is filed with the court, the petitioning municipality shall serve copies of the petition by certified mail, return receipt requested, upon the respondent municipality.

(c) Within 15 days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent municipality shall transmit to the reviewing court:

(1) a transcript of the portions of the municipal journal or minute book in which the procedure for annexation has been set forth;

(2) a copy of any other document received or approved by the respondent municipality's governing board as part of the annexation.

(d) The court shall fix the date for review of the petition so that review shall be expeditious and without unnecessary delays. The review shall be conducted by the court without a jury. The court may hear oral arguments and receive written briefs, and may take evidence intended to show either:

(1) that the provisions of this act were not met; or

(2) that the provisions of the agreement were not met.

(e) Upon a finding that the respondent municipality has not violated this act or the agreement, the court may affirm the action of the respondent municipality without change. Upon a finding that the respondent municipality has violated this act or the agreement, the court may:

(1) Remand to the respondent municipality's governing board any ordinance adopted pursuant to Parts 2 or 3, Article 4A of Chapter

160A of the General Statutes, as the same exists now or is hereafter amended, for amendment of the boundaries, or for such other action as is necessary, to conform to the provisions of this act and the agreement.

- (2) Declare any annexation begun pursuant to any other applicable law to be null and void. If the respondent municipality shall fail to take action in accordance with the court's instructions upon remand under subdivision (e)(1) of this section within three months from receipt of such instructions, the annexation proceeding shall be deemed null and void.

(f) Any participating municipality which is a party to the review proceedings may appeal from the final judgment of the Superior Court under rules of procedure applicable in other civil cases. The appealing party may apply to Superior Court for a stay in its final determination, or a stay of the annexation ordinance, whichever shall be appropriate, pending the outcome of the appeal to the appellate division; provided, that the Superior Court may, with the agreement of the parties, permit annexation to be effective with respect to any part of the area concerning which no appeal is being made and which can be incorporated into the respondent municipality without regard to any part of the area concerning which an appeal is being made.

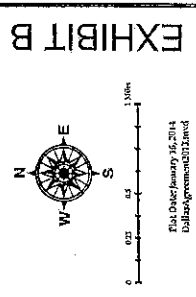
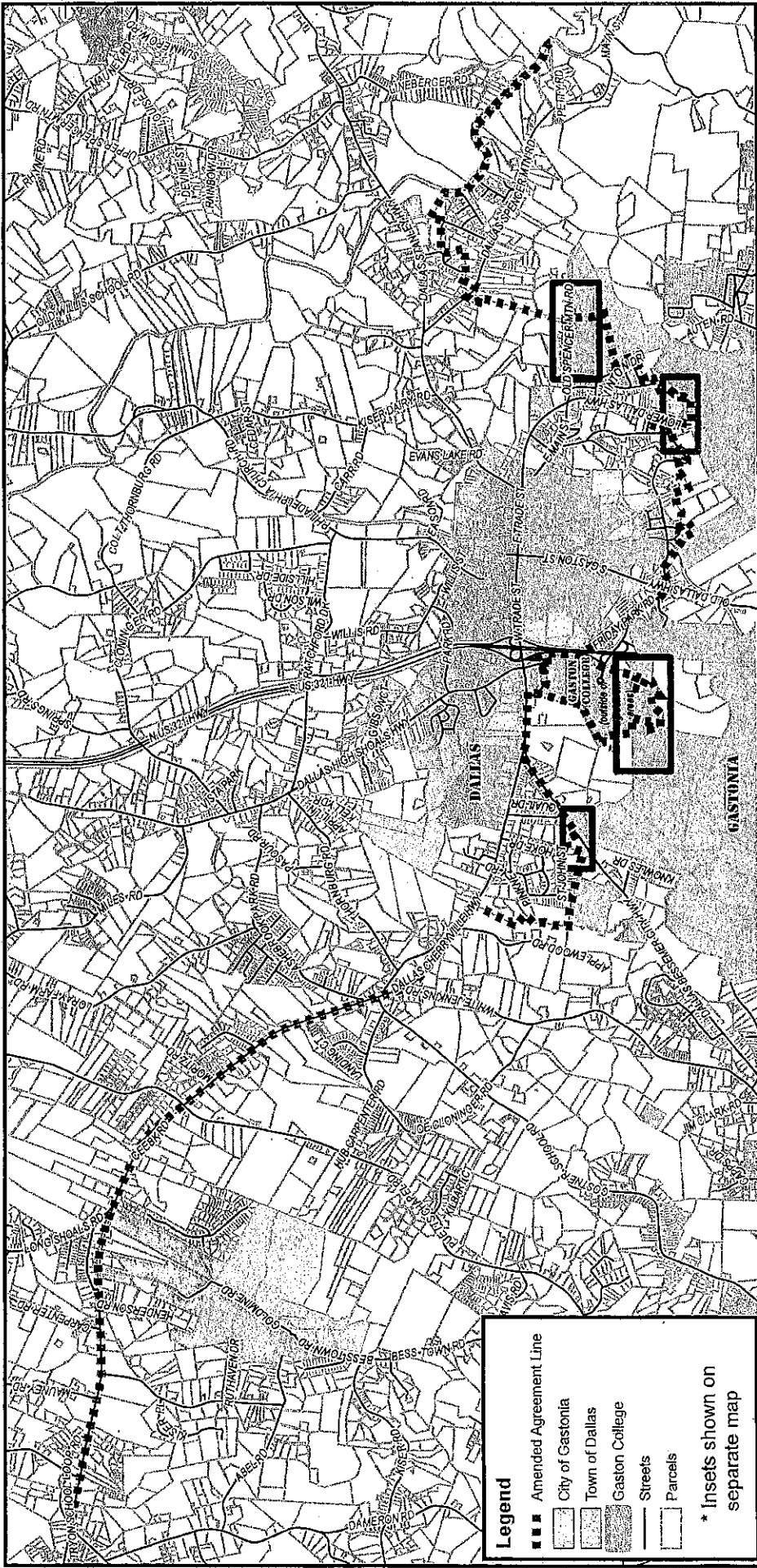
(g) If part or all of the area annexed under the terms of a challenged annexation ordinance is the subject of an appeal to the Superior Court or appellate division on the effective date of the ordinance, then the ordinance shall be deemed amended to make the effective date with respect to such area the date of the final judgment of the Superior Court or appellate division, whichever is appropriate, or the date the respondent municipality's governing board completes action to make the ordinance conform to the court's instructions in the event of remand.

(h) This act does not authorize any court to stay any annexation proceeding, except as specifically set forth in subsections (f) and (g) of this section.

Sec. 8. This act shall apply only to municipalities located wholly or partly in Gaston County.

Sec. 9. This act is effective upon ratification.

In the General Assembly read three times and ratified this the 18th day of May, 1987.



Amended Annexation Agreement between City of Gastonia, NC and Town of Dallas, NC

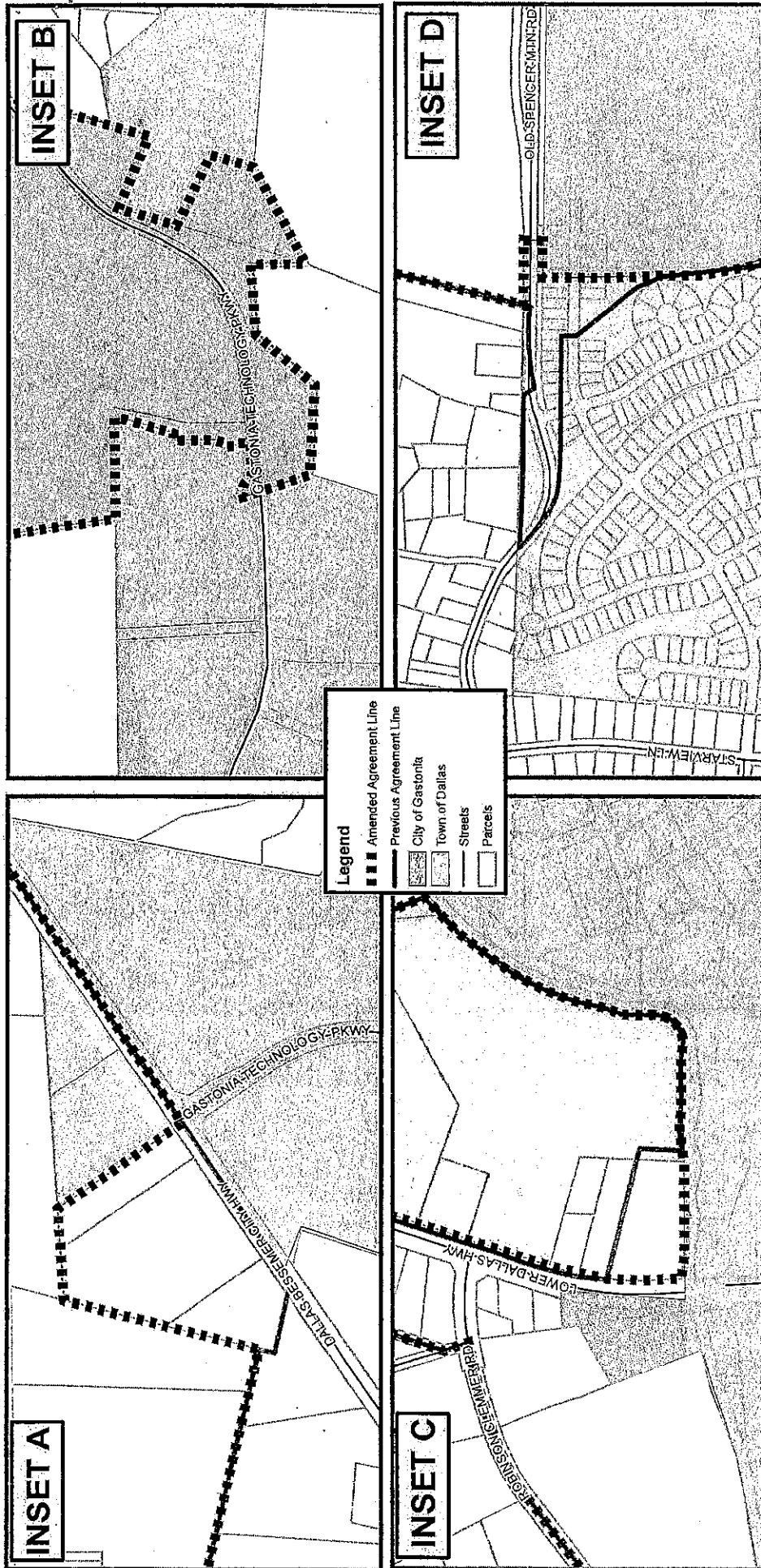
Expiration Date: May 11, 2020

Legend

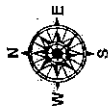
- Amended Agreement Line
- ▨ City of Gastonia
- ▩ Town of Dallas
- ▤ Gaston College
- Streets
- Parcels

* Insets shown on separate map





EXHIBIT


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S
W

Proj Date: January 15, 2014
 Data Agreement: D:\GIS\Projects\14

**Amended Annexation Agreement between
 City of Gastonia, NC and Town of Dallas, NC
 Expiration Date: May 11, 2020**

