

MINUTES FOR BOARD OF ALDERMEN MEETING

APRIL 12, 2016

6:00 PM

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

The following staff members were present: Barry Webb, Interim Town Manager; Maria Stroupe, Administrative Services Director; Town Attorney, Tom Hunn; Gary Buckner, Police Chief; Doug Huffman, Electric Director; Bill Trudnak, Public Works Director; Anne Martin, Recreation Director; and Steve Lambert, Fire Chief.

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

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to the agenda. There were no additions or deletions to the agenda. Alderwoman Thomas made a motion to approve the agenda, seconded by Alderman Cearley, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from the March 8th Regular Meeting and the March 22nd Work Session, seconded by Alderman Cearley, and carried unanimously.

Consent Agenda:

Item 5A was a listing of uncollectable accounts, in the amount of \$13,687.33, to be forwarded to the NC Debt Setoff Program.

Item 5B was a request for adoption of a Resolution for Respect for Law Week. (Exhibit A) For 2016, the week of May 15th would be designated as Respect for Law Week in Dallas.

Item 5C was approval of an Interlocal Agreement for Grant Agreement. This agreement addresses the Township Grant that was approved for Dallas by the Gaston County Board of Commissioners on January 26, 2016 in the amount of \$300,000. These funds are to be used towards the cost of the Town's planned sewer interconnect project with the City of Gastonia. This document commits the County to the \$300,000 allocated to this project with the understanding that the remainder of the project costs will be covered by Dallas and Gastonia, as previously agreed between the two municipalities. The document further notes that these funds will be provided by the County on a reimbursable basis. (Exhibit B)

Item 5D was approval of Continued Participation in Gastonia-Gaston County Consortium for the HOME Investment Partnership Program. The HOME program, which originates in the US Department of Housing and Urban Development (HUD), provides formula grants to states and localities to fund a wide range of activities that are aimed at expanding the supply of affordable housing for qualified low and very low income persons. All Gaston County municipalities that are members of the consortium (except for Gastonia) are eligible to participate in the Down Payment Assistance and the Rehabilitation Loan segments of the HOME program. Dallas has previously participated in this consortium, with all the other Gaston County jurisdictions, and it is now time to renew the participation agreement for another three years. (Exhibit C)

Item 5E was approval of a Third Amendment to the Water Tower Option and Agreement with New Cingular Wireless. Similar to previously adopted amendments to this agreement that dealt with modifications to AT&T equipment that was placed on the water tower, this amendment addresses modifications to equipment on the tower. In this instance, the annual rent paid to the Town by Cingular Wireless as a result of this equipment modification will increase from \$25,530 to \$28,884 for FY 2016-2017 and an additional 15% in subsequent years. Based on previous Board action, this agreement was negotiated by CityScape Consultants, Inc., the firm that now handles all of these cellular agreements for the Town that involve the Town's water tower. (Exhibit D)

Item 5F was approval of an Interlocal Agreement with Gaston County for Enforcement of Fire Code. As has been the case with prior Fire Code enforcement agreements with the County, this document specifies that the following services would be provided to the Town by Gaston County: 1) Provide plan review for issuance of permits under the Code; 2) Issue required permits; 3) Conduct site inspections; and 4) Seek judicial or equitable enforcement of coded or ordinances when necessary. The cost to the Town for these services in FY 2016-2017 will be \$6250, up from \$5801 for FY 2015-2016. (Exhibit E)

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

Recognition of Citizens:

Mr. Steve Grahl, Chairman of the Dallas Rescue Squad, thanked the Town for use of the building that has housed the Rescue Squad since 1975. Last month, the Heat/Air unit in the building had to be replaced. The Town paid for the replacement at the time and Mr. Grahl presented a reimbursement check to the Town to cover the entire cost of the replacement. He also stated that he is a retired member of the Highway Patrol and has known Chief Buckner for approximately 29 years. He congratulated Chief Buckner on his upcoming retirement at the end of April and appreciates all Chief Buckner did for Dallas during his time here, as Mr. Grahl is also a citizen of Dallas.

Mr. John O'Daly, 318 Holstein Dr., invited the Board and all present to a commemorative service to be held at Gaston Memorial Park on Saturday, April 30th at 10:00 am to honor Vietnam Veterans. Any veteran that served in the armed forces between November 1, 1955 and April 30, 1975 will be honored. He hopes everyone will attend.

Mr. Curtis Wilson, 438 S. Gaston St., said he has been thinking about elected officials and all of the items that come before them. He prayed asking God's blessings on the leaders of the Town and for wisdom for them in making decisions.

Employee Recognition:

Ms. Stroupe introduced Ms. Martine Vaca as the new Development Services Director. Ms. Vaca came to Dallas from Lowell, NC and began working with the Town on March 28th.

Special Events & Requests for In-Kind Services:

Item 8A was a request from Promised Land Baptist Church to hold a 5K Race on October 29, 2016. The proposed route of this race would follow the same course as the Town's Annual Kelly Guffey Memorial Run, which was last held on March 19th. Set up for the proposed race would begin at 6:00 am on October 29th, with the race beginning at 8:00 am and the event ending at 10:00 am. The application lists an estimated attendance of 150-200 and states that the purpose of the race is to raise funds for the church's missions. There are several issues that would need to be addressed prior to a final decision being made. First, this would be the first race of this nature held here that would not be a Town-sponsored event, and the applicant is not a Dallas organization. Also, there is no information included within the application that addresses any in-kind assistance that would be request from the Town, such as, street closings, police escort, etc. Pastor Harold Blankenship was present. Alderman Huggins asked Pastor Blankenship where his church was located. He stated it was located on Modena St. in Gastonia. Alderman Huggins made a motion to table this item until the May meeting pending further investigation and review, seconded by Alderwoman Morrow, and carried unanimously.

Public Hearings:

Item 9A was a public hearing for possible adoption of an amendment to the Town Sign Code regulating political and campaign signs. This item first appeared as a public hearing on the agenda of the March 8, 016 Board of Aldermen meeting to consider modifications to the section of the Town's Zoning Code related to signs. The proposed modifications dealt with the Town's regulations for political campaign signs within public rights-of-way, providing certain guidelines for the placement of campaign signs whereas they had previously been prohibited. The proposed amendments came to the Board with a recommendation from the Planning Board for approval. At the March 8th meeting, a question was raised by staff regarding the compliance of the proposed ordinance modification with NC General Statute §136-32, which limits the enforcement of municipal sign ordinances to streets maintained by the municipality and excludes State maintained streets. As a result of this

compliance question, the Board voted to continue the public hearing on this matter to the April 12th meeting. Given that the newly hired Development Services Director, Martine Vaca, only began her employment with the Town in late March, additional time is needed for the revised modifications she has made to the sign regulations to be taken back before the Planning Board for review. That meeting is scheduled for April 21st, so this hearing will need to be continued again. Alderman Huggins made a motion to continue the public hearing until after review of the amendment by the Planning Board, seconded by Alderwoman Morrow, and carried unanimously.

Old Business:

None

New Business:

Item 11A was a recommendation from the Recreation Committee regarding use of the Dennis Franklin Gym by Senior Citizens. The question of opening up the Dennis Franklin Gym for uses beyond the current policy limitation of Town-sponsored events only was discussed at the Board meeting of March 8th and the Work Session of March 22nd. Work had begun by staff on the issues that would need to be addressed in a policy for opening the gym to other groups or organizations, and an initial meeting of the Recreation Committee to discuss this was held on March 30th. It was noted during the Recreation Committee meeting that the provisions of this policy would have budgetary impacts (e.g. fees, staffing requirements, etc.). This essentially means that the major provisions of a gym use policy will have to be developed during the course of FY 2016-2017 budget deliberations as those various impacts are resolved. For the current time, the Recreation Committee is recommending approval of a pilot program to allow use of the gym by senior citizens on Tuesdays between the hours of 11:00 am and 1:00 pm. Staff is available to open and be on site at the gym during these hours. The results of this pilot program will help provide additional background information as a more comprehensive policy is developed. It should be noted, that there may be occasions when the gym may have to remain closed on Tuesdays for planned maintenance and painting activities. Alderman Cearley made a motion to approve opening up the Dennis Franklin Gym on Tuesdays for use by senior citizens as presented, seconded by Alderwoman Thomas, and carried unanimously.

Item 11B was a request from Alderman Cearley to consider funding for a Korean War Monument. At the Board of Aldermen Work Session on March 22nd, Alderman Cearley presented information on a proposed Korean War monument to be erected in the Courthouse Square. The Board reviewed option for the design of the monument and selected Design Option 2 as the preferred design. (Exhibit G) The cost for preparation and installation of the monument is \$5337.50. Alderman Cearley stated that donations would be sought to offset some of this cost. He also said that the time required to prepare the monument would be eight weeks. Discussion at the work session centered on two issues: the funding for the monument and the date on which a dedication ceremony could be held. Therefore, the item was placed on the agenda of this meeting. Based on discussion, it was determined to target Veteran's Day as the date of a dedication ceremony and to include the cost of the monument in the upcoming FY 2016-2017 budget. Donations would be accepted to offset the cost of the monument. Alderman Cearley made a motion to approve Design Option 2 to include the dates of the war, seconded by Alderwoman Morrow, and carried unanimously.

Item 11C was a request to approve a proposal from CMC Homes for demolition of the rear addition on the 130 W. Trade St. building. During the March 22nd Work Session the rear addition of that building was specifically addressed, and it was the consensus of the Board that this portion of the building needed to be torn down. It was further agreed that authorization for this action would be placed on this agenda. CMC Homes presented a proposal outlining the demolition work for a total price of \$14,509.66. (Exhibit H) This work was not included as a budgeted item for FY2015-2016. If the work is to proceed during the current budget year, a budget amendment will have to be prepared and adopted that addresses funding for the work. Otherwise, this could be addressed as part of the upcoming FY 2016-2017 budget. Alderman Cearley made a motion to approve the proposal for demolition to be completed in the current budget year, seconded by Alderwoman Thomas, and carried unanimously.

Manager's Report

Mr. Webb gave an update on various projects currently underway in Town. He informed the Board that the Employee Appreciation Event originally scheduled for Saturday, April 9th had been rescheduled to Saturday, April 30th due to weather conditions.

Closed Session:

None

Mayor Coleman stated this was Chief Buckner's last Board Meeting before his retirement at the end of April. He thanked Chief Buckner for his service to the Town. Chief Buckner stated it had been a privilege to service in Dallas.

There will be a reception on Friday, April 22nd from 12:00 pm until 4:00 pm upstairs in the Courthouse in honor of Chief Buckner.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. (6:30)

Rick Coleman, Mayor

Maria Stroupe, Town Clerk

The Town of Dallas
210 N. Holland Street
Dallas, NC 28034
704-922-7681 Fax 704-922-4701

Resolution for Respect for Law Week

Whereas, the Board of Alderman has for many years observed National Respect for Law Week, and;

Whereas, the Town of Dallas recognizes and appreciates the dedication of those serving in Law Enforcement, and;

Whereas, citizens of every nation recognize the dangers faced by officers every day, and;

Whereas, we realize that these public servants are recognized too seldom for the services performed.

Therefore be it Resolved, that the Board of Alderman of the Town of Dallas hereby declares the week of May 15, 2016 as Respect for Law Week and thanks the above listed public servants who work behind the badge and all supportive staffs for their work and loyal dedication.

Adopted by the Board of Aldermen of the Town of Dallas, this the 12th day of April, 2016.

Richard C. Coleman
Mayor of Dallas

Attest: _____
Maria Stroupe
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF GASTON

INTERLOCAL AGREEMENT FOR
GRANT AGREEMENT WITH THE
TOWN OF DALLAS

This Agreement, made effective this the ____ day of _____, 2016, by and between **THE TOWN OF DALLAS**, a North Carolina Municipal Corporation (hereinafter referred to as "Grantee") having a mailing address of 210 N. Holland St., Dallas, NC 28034; and **GASTON COUNTY**, a body politic and a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), having a mailing address of P.O. Box 1578, Gastonia, NC 28053.

WITNESSETH:

WHEREAS, County is permitted to provide grants to third parties, provided such grant is for a public purpose and meets the other statutory and constitutional requirements of the State of North Carolina as found in Article V, Section 2 of the North Carolina Constitution as well as Chapter 153A, Article 7 of the North Carolina General Statutes; and

WHEREAS, the Grantee requested that monies be used to construct a sanitary sewer interconnect line, the details of such is referred to as the "Project" and can be found in Exhibit "A"; and

WHEREAS, the Project constitutes a public purpose, authorized by the authority described above; and

WHEREAS, on January 26, 2016, the Gaston County Board of Commissioners adopted Resolution 2016-35, authorizing the expenditure of such grant monies of Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, both parties acknowledge that such monies will only be distributed upon the Grantee satisfying the terms and conditions as established herein; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this agreement is to set forth the terms and conditions under which County will provide monies to the Town of Dallas associated with the construction of a sanitary sewer collection and treatment system.
2. **PROJECT DESCRIPTION:** Grantee is planning on constructing a sanitary sewer collection and treatment system. The line will connect with the sewer system owned and operated by The City of Gastonia (Two Rivers Utilities).
3. **PLANS AND SPECIFICATIONS:** The facility shall be engineered, designed and constructed in accordance with the specifications of the Grantee and the Grant

2016-48
84-9102

Application which is attached as Exhibit "A". The County is not responsible for any of the contracting processes or other decision making aspects associated with the Project.

4. **COSTS:** The estimated Project cost for the Town of Dallas is Five Hundred Thousand One Hundred and Sixteen Dollars (\$500,116). Additional costs will be incurred by the City of Gastonia (Two Rivers). Out of the total amount to be paid by the Town of Dallas, the County shall pay for a portion of the actual project costs, not to exceed Three Hundred Thousand Dollars (\$300,000).
5. **REIMBURSEMENT:** County agrees to reimburse Grantee for eligible Project costs as set forth herein. Grantee will bill County for eligible Project costs, accompanied by copies of all invoices, bills, and other documentation justifying the request for payment. Eligible Project costs are defined as the costs associated with engineering design, and construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee employees. County will reimburse Grantee for costs within forty-five (45) days of receipt of the request.
6. **AGENCY:** Grantee shall serve as the party exclusively responsible for the Project and shall commence and complete Project within a reasonable time after the execution of this Agreement. This Agreement is not to establish any kind of agency or partnership agreement between the parties.
7. **ACCESS:** County retains the right to inspect documents, materials, papers and other related items at any point in the Project, with proper notification to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. **INSURANCE AND INDEMNITY:** Grantee shall maintain and operate the improvements and provide public liability insurance coverage against any and all damages that may be incurred upon said property through injury or accident by reason of the Grantee's negligent construction or operation of Project.

Grantee shall at all times indemnify, save, protect, and keep harmless the County from all costs, loss, damage, liability, expense, penalty and fines which may arise from or be claimed against County by any person or persons, firms or corporations, for any injuries to persons or property, or damage for whatever kind or character consequent upon or arising from this Agreement by reason of any negligent act of Grantee, its agents or employees.
9. **DUPLICATE ORIGINALS:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
10. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not

be enlarged, modified or altered, except in writing signed by the parties and endorsed hereon.

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

See terms on following page

TOWN OF DALLAS

By: _____
Mayor

ATTEST:

(Deputy) Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) 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 her as its (Deputy) Town Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

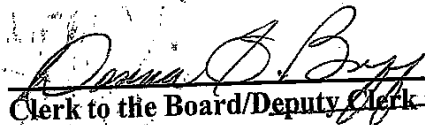
Non-Appropriation: In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

GASTON COUNTY


By: 
County Manager/Assistant County Manager

Date: 3/1/16

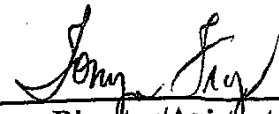
ATTEST:

 3/1/2016
Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:


County Attorney/Assistant County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Director/Assistant Finance Director

Project Description Overview:

Summary:

The project consists of the construction of 4,332 linear feet of primarily 18" (with some 12") PVC, underground, sanitary sewer main linking the Town of Dallas sanitary sewer collection and treatment system to the Two Rivers Utilities (Gastonia) Long Creek Wastewater treatment plant. The portion of the line that falls within the jurisdiction, and is the economic responsibility of, Two Rivers (Gastonia) is 810 linear feet, or approximately 18.7%. Conversely, the line portion which falls within the jurisdiction, and is the economic responsibility of, the Town of Dallas is 3,552 linear feet, or approximately 81.3%. The overall estimated construction cost of the project is \$640,589.00 – with the Dallas portion accounting for \$500,116.00 of the total, and the Two Rivers (Gastonia) portion making up the remaining \$140,473.00. All of the engineering and design work for the project is complete – meaning the project is ready for bid upon the securing of complete financing; as is the preparation of the surveyed, Right-of-way maps -- which will allow for the rapid acquisition of the necessary right-of-way easements from seven (7) identified property-owners. Once in place, the line will have the capacity to carry a "peak-flow" of 1.97 MGD (million gallons per day) of effluent produced by the Dallas Collection system for conveyance to the Long Creek plant for treatment. Total treatment capacity at the Long Creel Plant is 16MGD; with approximately 50% (8MGD) of such capacity deemed excess and currently unused. The City of Gastonia (Two Rivers) and the Town of Dallas have jointly funded the engineering work completed to date and have further agreed to each cover the construction costs of the portion of the line falling within their individual jurisdiction(s). By unanimously-adopted resolution of the Board of Aldermen on November 10, 2015, (copy attached) Dallas has committed to cover all portions of its construction cost obligations exceeding the \$300,000 being sought from the County by this request. The City of Gastonia, and by extension, its Two Rivers Utility System/Fund, is responsible to cover the complete cost of its portion of the project (letter of commitment attached).

By completing the inter-connect line, the following outcomes will be achieved:

- The Town of Dallas will achieve 100% redundancy ("back-up" capacity) to its treatment system assuring that the environment will be protected from over-flows or discharges that would otherwise occur in the event of a disruption in operations at the Dallas Wastewater Treatment Plant.
- The Town of Dallas could support large-scale industrial and economic development growth knowing its collection system could be expanded beyond its current treatment capacity -- given the inter-connection to the Long Creek Plant.
- The physical infrastructure would be in place to allow Dallas and Gastonia (Two Rivers) to negotiate the long-term consolidation of their treatment and/or collection systems—possibly also allowing for the elimination of the Dallas Treatment Plant discharge into the South Fork of the Catawba River.
- The cause of County-wide Water/Sewer would be further supported and enhanced.
- Economic efficiencies and economies of scale would be achieved in overall treatment, benefitting both Gastonia and Dallas residents and rate-payers by keeping costs lower than with separate, independent treatment systems.

1. **Impact:**

The 2010 Census lists the Dallas Township population as 21,436. Something over 7,000 of those residents are either already served by the Dallas wastewater collection and treatment system, or could be served by an "inter-connected" system that would have access to greater capacity as a result of such "inter-connection". As such, a full One-Third (33%) of all Dallas Township residents would be impacted. In addition, in Gastonia Township (2010 census: 85,249) nearly all of the residents of the city of Gastonia (beneficial owners of the Two Rivers Utility system and Long Creek treatment plant) whose 2010 Census population is listed as 71,741, (84% of Township) would indirectly be impacted by, and benefit from the inter-connection to Dallas.
2. **Sustainability:**

This one-time, public infrastructure project, once-completed, would be 100% sustainable without any further County financial support. The inter-connect line would be owned and/or maintained by the Town of Dallas and Two Rivers Utility, either individually or collectively in perpetuity.
3. **Match/Leverage:**

Total Project cost for the construction of the Inter-connect line is estimated at \$640,589.00; and the Township Grant Application Request is for \$300,000 – meaning that \$340,589.00, or 53.2% of all required funding will come from sources other than Gaston County. (Dallas: \$200,116.00 and Two Rivers (Gastonia): \$140,473.00).
4. **Job Creation/Economic Development:**

Initially, the \$640,589.00 construction project will mean that a local or regional underground utility contractor/firm will provide or support 8-10 construction jobs for 8-10 months. However, of greater importance and impact is the significant areas around the current Dallas collection system boundaries where sewer line expansions could occur to serve economic development knowing such areas then became effectively "inter-connected" to the large amount of excess treatment capacity at the Long Creek Plant.
5. **Education:**

There are no immediately-identified gains to primary, secondary, or higher education as a result of the project. However, the longer-term positive effect on economic development could serve the cause of financial support to education in the County.
6. **Quality of Life/Health/Safety:**

This project significantly lowers the risk of environmental damage from overflows or discharges occurring as a result of disruptions to operations at the Dallas treatment plant and as such is enthusiastically supported by the NCDENR. In addition, it offers the future prospect of completely eliminating the treatment plant discharge into the South Fork of the Catawba River authorized for ongoing operation of the Dallas Plant. Its possible enhancement of economic development also bodes well for a general enhancement of the quality of life for the Dallas area and Gaston County as a whole.



March 15, 2016

Mr. James Palenick, Interim Town Manager
Town of Dallas
131 North Gaston Street
Dallas, NC 28034

Dear Mr. Palenick:

It is time to renew the Gastonia-/Gaston County Consortium for participation in the US Department of Housing and Urban Development's (HUD) Home Investment Partnership (HOME) Program. HUD requires all consortiums to renew every three (3) years, and the June 2004 consortium agreement provides for an automatic renewal for participation in successive three-year qualification periods. Enclosed is a copy of the Home Consortium Agreement.

HOME funds are directed on a project restrictive basis by Consortium agreement outside of the city limits of the Gastonia, which are Direct Homeownership Assistance (239 families assisted from 2012-February 2016) and Homeowner Rehabilitation. Activities of Direct Homeownership Assistance and Tenant-Based Rental Assistance/Security Deposits are offered county-wide in order to further affirmative fair housing. 100% of funds will be utilized within the areas stated. *No match funds or administrative funds are required for continued participation.*

Your continued participation is requested and requires only your acknowledgement. *Please return the enclosed acknowledgement form by Tuesday, May 10, 2016.* If additional information is required, contact me at (704) 869-1938.

Sincerely,

A handwritten signature in black ink that reads "Juliann Lehman".

Juliann Lehman,
City of Gastonia
Case Management Specialist

Enclosures

***Gastonia-Gaston County Consortium
HOME Investment Partnership Program
PROGRAM YEARS 2017 - 2019***

The *Town of Dallas* **will** continue participation in the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program (HOME) with the Gastonia/Gaston County Consortium for the successive three-year qualification period (2017-2019).

The *Town of Dallas* **will not** continue participation in the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program (HOME) with the Gastonia/Gaston County Consortium for the successive three-year qualification period (2017-2019).

By: _____
James Palenick, Interim Manager
Town of Dallas

Date

**INTERLOCAL AGREEMENT
CREATING CONSORTIUM FOR PARTICIPATING
IN HUD "HOME" PROGRAM**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2016, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Gastonia"; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Belmont"; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Stanley"; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Ranlo"; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Dallas"; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Bessemer City"; the Town of High Shoals, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "High Shoals"; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Lowell"; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Kings Mountain"; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cherryville"; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Cramerton"; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "McAdenville"; the Town of Spencer Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as "Spencer Mountain"; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as "County" (Collectively the "Participating Units");

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the United States Government, through the U.S. Department of Housing and Urban Development ("HUD") administers a program known as the HOME Program which was created pursuant to Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the rules promulgated pursuant to said act contemplate the creation of consortia by units of local government to allow units that do not otherwise qualify for participation in the HOME Program due to their size to so qualify, by the creation of a consortium; and

WHEREAS, the parties hereto are contiguous units of local government and otherwise meet the definition of governmental units which can qualify for the HOME Program through a consortium created for that purpose; and

WHEREAS, the basic purpose of the HOME Program is to expand the supply of decent, safe, and affordable housing, both owner occupied and rental housing for low and very low income citizens;

WHEREAS, the parties hereto believe that it would be in their mutual best interest and in the best interest of their citizens to become eligible for this program and pursue available funding pursuant to the terms of the rules governing same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. Seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2017, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.

4. Participation. Belmont, Stanley, Ranlo, Dallas, Bessemer City, High Shoals, Lowell, Cramerton, McAdenville, Spencer Mountain, Kings Mountain, Mount Holly and Cherryville shall only participate in the Down payment Assistance, which shall provide down payment assistance to the residents and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.
5. Lead Entity. Gastonia shall be designated as the lead entity for purposes of the HOME Program and shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with the requirements of the HOME Program pursuant to the applicable rules promulgated by HUD and other requirements, including, but not limited to, the requirements concerning a consolidated plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350 (a) (5).
6. Statement of Capacity. As an "entitlement city" under the HUD Community Development Block Grant Program, HUD has determined that the City has the capacity to execute the administration of the HOME Program.
7. Cooperation. The parties hereto shall cooperate in executing such documents and providing such information to HUD as may be required to qualify the consortium created hereby for participation in the HOME Program. Furthermore, the parties hereby certify that they will affirmatively further fair housing.
8. Policy Review Board. A policy review board shall be established by the parties which shall develop policies and procedures for the administration of this agreement and the HOME program.
9. Merger Clause. This agreement contains the entire agreement and understanding between the parties hereto and may be amended only by a subsequent written document executed by both parties. There are no oral understandings, terms or conditions between the parties that are not set forth herein and none of the parties has relied upon any representatives, expressed or implied, not contained in this agreement. Any prior agreements between the any of the parties hereto for the services provided for hereby are deemed merged into this agreement and shall not be enforced except as they may be consistent herewith.
10. Counterparts. This agreement may be simultaneously executed in sufficient counterparts, one of which being retained by each of the parties hereto and each of which so executed shall be deemed to be an original and shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names by their duly authorized officers and to have their seals hereunto affixed, all on the day and year first above written.

TOWN OF DALLAS

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that she is the Clerk of the Town of Dallas, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ___ day of _____, 2016.

Notary Public

Tenant Site Name: South Oakland St.
Tenant Site No: 074-109
Fixed Asset No.: 10039302
Site Address: 104 S. Oakland St., Dallas, NC

THIRD AMENDMENT TO WATER TOWER OPTION AND LEASE AGREEMENT

This Third Amendment to Water Tower Option and Lease Agreement (this "Third Amendment"), effective as of the later of the signature dates below (the "Effective Date"), is by and between the Town of Dallas, a North Carolina municipal corporation, with its offices located at 210 N. Holland Street, Dallas, NC 28034, hereinafter "Landlord", and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office located at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, hereinafter "Tenant".

WHEREAS, Landlord and Tenant entered into a Water Tower Option and Lease Agreement on June 17, 2005, together with a First Amendment to Water Tower Option and Lease Agreement dated May 9, 2012 (the "Lease"), a Written Authorization to Modification of Lease Amendment Documents dated May 15, 2012, (collectively, the "First Amendment"), and a Second Amendment to Water Tower Option and Lease Agreement dated October 14, 2015, (the "Second Amendment") (the Lease and the First and Second Amendments are, collectively, the "Agreement"), whereby Tenant leased from Landlord a portion of real property (the "Land") and space on the Landlord's water tank (the "Tower") at 104 S. Oakland Street, Dallas, North Carolina, , as more fully described in the Agreement;

WHEREAS, Landlord and Tenant desire to further amend the Agreement in order to modify equipment on the Tower, and increase the Rent as a result of that additional equipment being added to the Tower; and

WHEREAS, Landlord and Tenant desire and intend to modify the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereto agree to be legally bound to this Third Amendment as follows:

1. Exhibit C and C1 to the Agreement, which sets forth the equipment Tenant is allowed to install on the Tower, is hereby deleted in its entirety and replaced with Exhibit C-2, attached hereto, and made a part hereof. In the event of any discrepancy between Exhibit C, C-1 and Exhibit C-2, Exhibit C-2 shall control.
2. Effective with the execution of this Third Amendment, the new annual Rent amount shall be Twenty-eight Thousand Eight Hundred Eighty-four and 00/100 Dollars (\$28,884.00). Tenant shall pay to Landlord the difference between the new annual rental amount and the adjusted annual rent amount as of the approved Second Amendment of Twenty Five Thousand Five Hundred Thirty and 00/100 Dollars (\$25,530.00) for annual rent, the amount to be prorated as of

the effective date of this Third Amendment (the "Rent Adjustment Payment"). The Rent Adjustment Payment shall be paid within thirty days of the execution of the Third Amendment. On July 1, 2016, the annual rent for the year ending June 30, 2017 shall be Twenty Eight Thousand Eight Hundred Eighty-four and 00/100 Dollars (\$28,884.00), which shall be paid in an annual installment due July 1, 2016. Commencing on July 1, 2017, and each Extension Term exercised thereafter, the annual Rent will increase by 15% over the Rent paid for the last year of the previous Term.

3. Landlord and Tenant each hereby warrant to the other that the person executing this Third Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Third Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Third Amendment.
4. All provisions of the Agreement not amended hereby shall remain in full force and effect, and shall remain binding on the parties hereto.
5. The Agreement and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant, and no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and/or enforceability of the remaining provisions of the Agreement and/or this Third Amendment.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LANDLORD:

The Town of Dallas
a North Carolina municipal corporation

By: _____

Print Name: Rick Coleman

Title: Mayor

Date: _____

ATTEST:

Print Name: James M. Palenick

Title: Interim Town Manager

TENANT:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company,
By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I certify that on _____, 2016, I know or have satisfactory evidence that Rick Coleman is the person who appeared before me, and said person acknowledged that he/she signed the foregoing instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the Town of Dallas, a North Carolina municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public: _____
My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

I certify that on _____, 2016, I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that he/she signed the foregoing instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (title) of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public: _____
My Commission Expires: _____

EXHIBIT C-2

to the Third Amendment to Lease Agreement dated _____, 2016
by and between the TOWN OF DALLAS, a North Carolina municipal corporation, as
Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability
company, as Tenant.

LIST OF ANTENNAS AND APPURTENANCES

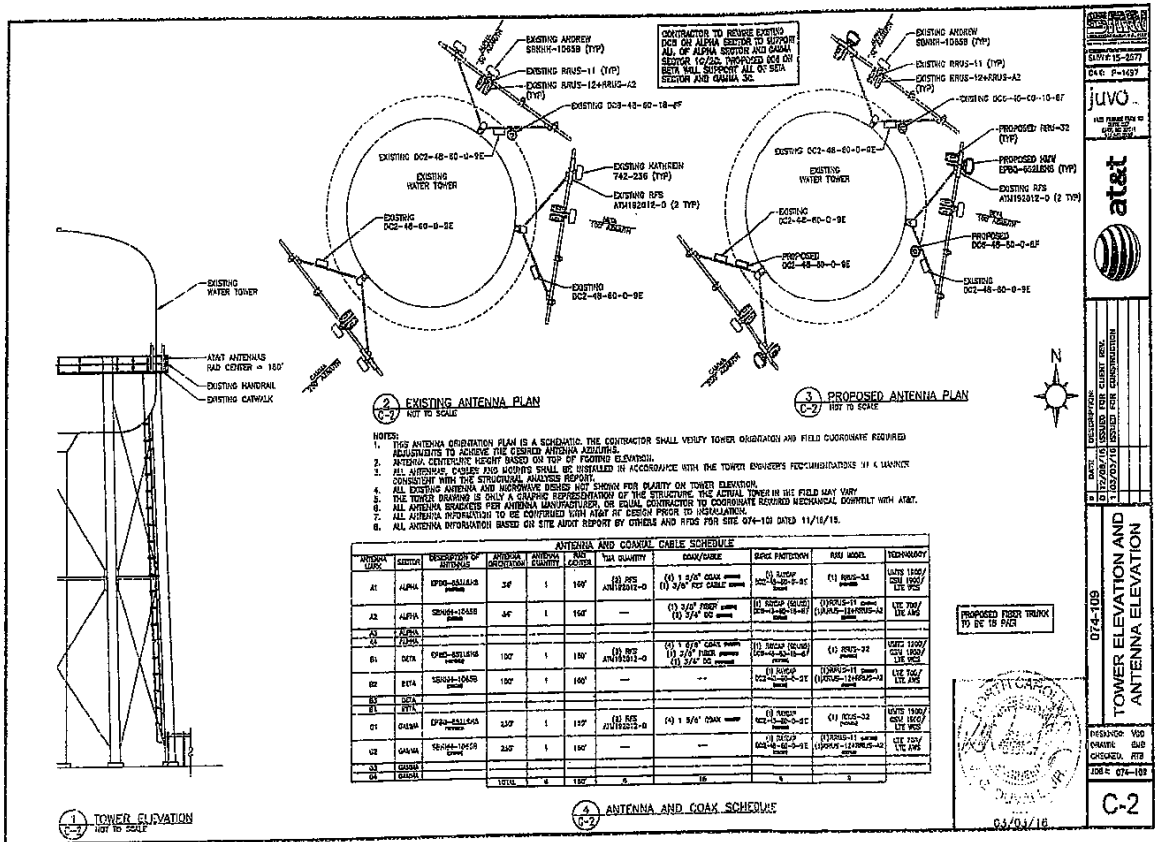
New Configuration of antenna equipment located on Water Tank as per Construction
Drawings dated and attached 03/01/2016.

Existing Equipment :

- (3) Commscope SBNHH-1D65B
- (3) Kathrein 742 236
- (6) Kathrein 86010025
- (3) SitePro VFA12-RRU Mounts
- (12) 1-5/8
- (2) 3/4" ϕ Power
- (1) 3/8" ϕ RET
- (1) 3/8" ϕ Fiber
- (3) Ericsson RRUS-12
- (3) Ericsson RRUS-A2
- (3) Ericsson RRUS 11
- (6) RFS ATM192012-0
- (3) Raycap DC2-48-60-0-9E
- (1) Raycap DC6-48-60-18-8F

Equipment Added:

- (3) KMW EPBQ-652L8H8
- (1) 3/8" ϕ Fiber
- (1) 3/4" ϕ Power
- (3) Ericsson RRUS-32
- (1) Raycap DC2-48-60-0-9E
- (1) Raycap DC6-48-60-18-8F



074-101
TOWER ELEVATION AND
ANTENNA ELEVATION

at&t

juvo

DATE: 03/01/16
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 03/01/16

03/01/16

C-2



Gaston County Fire Marshal Office
P.O. Box 1578 / Gastonia, NC 28053
615 N. Highland St. / Gastonia, NC 28052
Phone (704) 866-3355 / Fax (704) 868-4150
Eric Hendrix, Fire Marshal

March 28, 2016

Town of Dallas
ATTN: Maria Stroupe
210 N. Holland Street
Dallas, NC 28034

Dear Maria:

Each year the Gaston County Fire Marshal's Office provides fire prevention and life safety inspection services (inspections, plans review, permitting, etc.) for over half of the County's 15 incorporated cities and towns. We enforce the NC State Fire Code and its technical provisions daily to promote public safety from fires and other dangerous conditions. We continually strive to offer the best in customer service and professional competence to all the municipalities we serve.

While we have been fortunate to maintain our service fees for the last 18 years, it has been determined after careful consideration, that in order to maintain this program as a viable, cost-effective option for both the county and the municipalities, a slight increase to the FY 2016-2017 contract cost will be necessary. Please find the updated Inter-local Agreement specifying that the current contract price for the Town of Dallas will adjust from \$5801 to \$6250 effective July 1, 2016.

Additionally, invoices have historically been distributed during the first quarter of the calendar year to the municipalities for payment by the end of the fiscal year (June 30th). Starting with the FY 2016-2017 cycle municipalities will be invoiced during the month of July with payment expectation by the end of September. This will allow us to more accurately forecast any shortcomings and hopefully eliminate the need to carry-forward funds across fiscal years.

If you have any questions or concerns please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric H. Hendrix".

Eric H. Hendrix
Fire Marshal

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF STATE FIRE CODE**

This Agreement made on the last date set out below, by and between the City of Dallas, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County"

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorizes among other things the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, the Municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and county ordinances; and,

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; and,

WHEREAS, pursuant to N.C. Gen Stat. Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body withdraws its request; and,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the transfer of jurisdiction to the County for inspection and enforcement responsibility for the codes and county ordinances listed in the attached Exhibit A, which is incorporated herein by reference.
2. **Term.** The term of this Agreement begins on the last date set out below and continues through June 30, 2017 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.
3. **Responsibilities.**
 - A. Municipality. The Municipality agrees to:
 - (1) Provide any pre-permit or pre-inspection reviews of any applicable Municipal ordinances or regulations;
 - (2) Provide written certification (where necessary) that any necessary plans are in accordance with Municipal regulations;
 - (3) Allow the County to retain any fees collected pursuant to enforcement of the N.C. Fire Prevention Code (Permit fees, review fees, etc.)
 - (4) Not hold County responsible for enforcement of any of Municipality's other ordinances or regulations, unless specifically contracted.
 - B. County. The County agrees to:
 - (1) Provide plan review necessary for issuance of permits under the Code;
 - (2) Issue required permits;

- (3) Conduct site inspections based on the NC Fire Prevention Code Inspection Schedule or other agreed upon frequency;
 - (4) Seek judicial or equitable enforcement of said codes or ordinances when necessary in the County's discretion.
4. **Geographic Jurisdiction.** The County shall have the authority to enforce the Code in the geographical jurisdiction stated in Exhibit A, which is attached hereto and incorporated by reference.
 5. **Personnel.** The County shall, in the County's discretion, employ and provide personnel sufficient to perform inspection duties for the Municipality.
 6. **Indemnity.** The Municipality, during the term of this Agreement, shall indemnify and save harmless the County from and against any and all claims, demands, and or causes arising out of enforcement by the County of Codes under the Agreement, with the exception of grossly negligent, willful or wanton conduct by the County.
 7. **Cost.** The cost of services provided by the County shall be as set forth in Exhibit A, which is attached hereto and incorporated by reference.
 8. **Termination.** The Municipality or County may terminate this Agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.
 9. **Amendment.** This Agreement may only be amended in writing upon the signature of both parties. No oral agreements shall have any effect.
 10. **Entire Agreement.** This Agreement is the only agreement between the parties and contains all the terms agreed upon, and replaces any previous agreements. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this Agreement is held invalid such decision shall not render the document invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized offices of the day and year last set out below.

GASTON COUNTY

BY: _____
(Assistant) County Manager Date

ATTEST:

Donna S. Buff, Clerk To The Board

DALLAS

BY: _____
Signature Date

Title: _____

ATTEST:

Clerk

EXHIBIT A

City of Dallas

Codes: Level I, II, & III fire prevention inspections, plan review, consultation, and other similar undertakings as established under the NC State Fire Prevention Code.

Jurisdiction: Incorporated area and extraterritorial jurisdiction (if applicable).

Cost: Six Thousand Two Hundred Fifty Dollars (\$6,250.00) annually in addition to any fees or fines collected.



Town of Dallas

Special Events/ Activities Application

Town of Dallas
210 North Holland Street
Dallas, NC 28034-1625
(704) 922-3176
Fax: (704) 922-4701

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

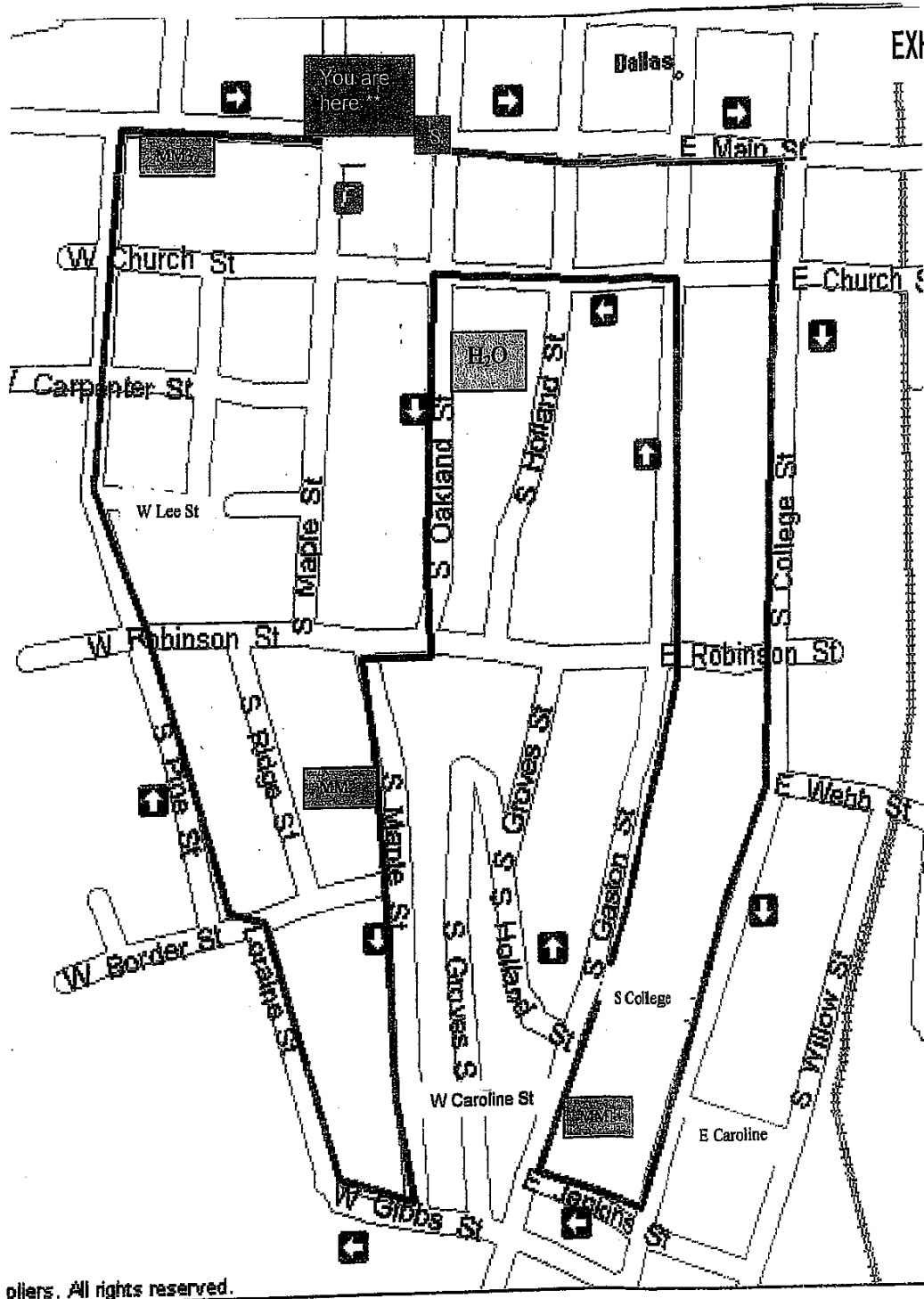
The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan when applicable. The applicant is responsible for notifying the Town of Dallas of any changes after submittal of the application. Incomplete applications will not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

APPLICATION INFORMATION

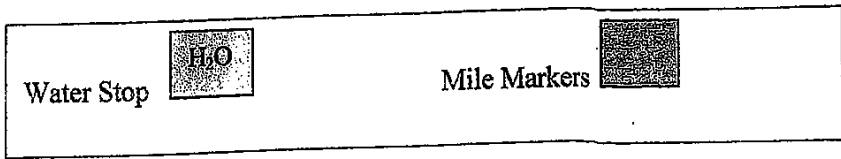
Name of Event:	Running with The Good News 5K		
Facility Requested:	3.1 mile Route to run		
Applicant Name:	Harold Blankenship - Pastor		
Organization:	Promised Land Baptist Church		
Mailing Address:	1024 Old Modena St.		
City / State / Zip:	Gastonia, NC 28054		
Daytime Phone:	704-868-2364	Cell:	704-674-5034
E-Mail:	Pastorhblankenship@gmail.com		
Description of the Event:	It is a 5K Run/Walk Sponsored by Promised Land Baptist Church For Missions.		
Does the event have a Facebook, Twitter, or other social networking page:	<input checked="" type="checkbox"/> Yes		
If yes, please list URL(s):	PromisedLandBaptistChurch.com		
Date (s) Requested for Event:	Saturday, October 29, 2016		
Event Start Time:	8:00 AM	Event End Time:	10:00 AM
Road Closure Time Begins (if applicable):	8:00 AM	Road Closure Time Ends:	
Set Up Begins:	6:00 AM	Set Up Ends:	
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	150-200 People		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			

Applicant's Signature: Harold Blankenship, Pastor Date: _____

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



pliers. All rights reserved.





May 30, 2016

This monument is given by
the citizens of the
Town of Dallas
in dedication to the memory of
the brave men and women
who served and sacrificed
their lives in the
Korean War Conflict

Design Option 2



QUOTE

CMC Homes

DATE: MARCH 24, 2016

2558 Hillcrest Rd
Dallas, NC 28034

Phone 704-913-2290
Email: crow5118@twc.com

BILL
TO Town Of dallas

ORDER DATE	ORDER NUMBER	JOB
		Demo trade street additon
ITEM #	DESCRIPTION	QUANTITY
	Locate all sewer, electrical, gas and water lines	
	Tear down rear addition part of building on trade street that meets glass company	
	Separate all brick and concrete from wood debris to remove from site	
	Haul all demo to approved landfill	
	Rough grade area where building was and temporary seed and straw	14,509.66
	Total	14509.66

Thank you for your business!