

**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
NOVEMBER 13, 2018
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; Tiffany Faro, Development Services Director; Jonathan Newton, Finance Director; Steve Lambert, Fire Chief; Doug Huffman, Electric Director; Steven Aloisa, Recreation Director and David Mathis, Street/Sanitation Supervisor. Bill Trudnak, Public Works Director was absent.

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

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 as presented, seconded by Alderwoman Morrow, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from October 9th Regular Meeting and October 23rd Work Session, seconded by Alderman Cearley, and carried unanimously.

Consent Agenda:

Gaston County CLT Airport Strategy Resolution (Exhibit A)
Facade Grant Program (Exhibit B)
Pickleball Program (Exhibit C)
Sewer Emergency Interconnect Agreement (Exhibit D)
Water Connection Agreement (Exhibit E)
Submission of Written Off Accounts to NC Debt Setoff

Alderwoman Morrow made a motion to approve, seconded by Alderman Withers, and carried unanimously.

Recognition of Citizens:

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the Lord's grace over the country, citizens, leaders, and safety personnel.

Chief Allen Scott recognized support from the Mayor, Town Manager, and Board Members for the Police Department in the recent loss of Corporal Wells on 11/01/2018.

Special Events & Requests for In-Kind Services: NONE

Public Hearings:

Item 7A was a Public Hearing for 130 W. Trade St. Downtown Development Project Agreement. Alderwoman Thomas made a motion to enter the public hearing, seconded by Alderman Cearley, and carried unanimously. Mayor Coleman recognized Mr. Bailey the opportunity to address the audience and the Board. Due to circumstances surrounding the Town-owned property, there was a recommendation to continue the public hearing to allow more time for resolutions. Alderwoman Morrow made a motion to continue the public hearing until December 11th, 2018, seconded by Alderman Withers, and carried unanimously. (Exhibit F)

Old Business: NONE

New Business:

Item 9A was a System Development Fees Project. The Public Water and Sewer System Development Fee Act, passed by the NC General Assembly in 2017, grants local governments the authority to assess system development fees (SDFs) for their water/sewer services. SDFs are upfront, one-time charges applied to new development that are intended to recover costs associated with capital improvements required to make water and services available to new residential or commercial construction. The law authorized the development of a fee schedule based on establishment of a base service fee unit and outlines a specific process that must be followed to adopt the SDFs. The law states that SDFs can be assessed to “new development” based on changes to land/structures and the timing of the change. **Land/structure changes include:** Subdivision of land; construction or any change to existing structure that causes increased need for water and/or sewer services; any use or extension of land that increases the need for service. **Timing of assessment is as follows:** Subdivision of land – when the plat is recorded or when the commitment is made to provide water/sewer service; Changes to structures/land – when the owner applies for connection or when increased capacity is triggered.

Process to Adopt SDFs:

- 1 – Professional Analysis by an outside “financial professional or a licensed professional engineer.
- 2 – Draft must be posed publically for 45 days for comment prior to considering adoption.
- 3 – Consider possible modifications to analysis based on public input.
- 4 – Public Hearing on the proposed SDF schedule
- 5 – Adopt a Resolution or Ordinance for the final SDF schedule
- 6 – Notice of SDF Schedule must be included in annual budget ordinance or as part of a utility fee ordinance
- 7 – Updates – Must be updated at least once every 5 years.

In order to accommodate growth, Dallas needs to pursue this project for the health of our Water/Sewer Fund. Such a project would cost approximately \$20,000 to \$25,000. Staff recommended approval of the budget amendment to pursue this project. Approximate time to complete such a project is 6 months. Alderman Withers made a motion to approve, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit G)

Manager’s Report and General Notices:

Town Manager gave updates. She acknowledged all the support from citizens, local business owners, and all the other Gaston County Municipalities for assisted the Town surrounding the loss of Corporal Wells on 11/01/2018. Mayor Coleman requested the audience to keep Mrs. Wells in their prayers.

Alderwoman Thomas made a motion to adjourn, seconded by Alderman Withers, and carried unanimously. **(6:22)**



Rick Coleman, Mayor



Da'Sha Leach, Town Clerk



PROJECT ACKNOWLEDGMENTS

The Gaston County CLT Airport Connected Economic Positioning Strategy is a public-private initiative guided by a Steering Committee composed of representatives of the Greater Gaston Development Corporation and of the governments that provided financial support for the project. CLT Airport also was represented on the Steering Committee. The Greater Gaston Development Corporation served as a catalyst for the project and managed its execution, as well as providing financial support. The Steering Committee met numerous times during project formation and implementation, and its members were dedicated and knowledgeable. They made highly-important contributions to the success of this effort and to all of them a sincere debt of gratitude is owed.

The members of the Steering Committee and the organizations or governments they represented:

- | | |
|--|---|
| Miles Braswell, Assistant City Manager | City of Mount Holly |
| Bill Carstarphen, President and CEO, Pharr | Greater Gaston Development Corporation |
| Robert Clay, Partner, Coldwell Banker Commercial MECA | Greater Gaston Development Corporation |
| Thomas Gillespie, Member, City Council and Mayor Pro-Tem | City of Lowell |
| Stuart Hair, Economic Affairs Director | Charlotte-Douglas International Airport |
| Houston Helms, Member, Town Commission | Town of Cramerton |
| Donny Hicks, Executive Dir., Economic Development Comm. | Gaston County |
| James Inman, City Manager | City of Bessemer City |
| Heath Jenkins, Town Manager | Town of Stanley |
| Joel Long, President, Commercial, GSM Services | Greater Gaston Development Corporation |
| Michael Peoples, City Manager | City of Gastonia |
| Ryan Schriff, Member, City Council | City of Belmont |
| Maria Stroupe, Town Manager | Town of Dallas |

Alternates to the members of the Steering Committee also contributed significantly:

- | | |
|---|-----------------------|
| Kristy Crisp, Economic Development Coordinator | City of Gastonia |
| Tiffany Faro, Development Services Director | Town of Dallas |
| Derek Keener, Project Coordinator, Econ. Dev. Comm. | Gaston County |
| Adrian Miller, City Manager | City of Belmont |
| David Pugh, Town Manager | Town of Cramerton |
| Josh Ross, Economic Development Officer | City of Bessemer City |

The staff of the Greater Gaston Development Corporation that managed the project:

- Mark Cramer, Executive Director
- Vincent Ginski, Strategy and Operations Associate

The Chairs of the Greater Gaston Development Corporation who served during the project's initiation, execution, and delivery included:

- Robert Clay, Partner, Coldwell Banker Commercial MECA
- Joel Long, President, Commercial, GSM Services
- Greg Botner, President & CEO, Wilbert Plastic Services

Gaston County CLT Airport Connected Economic Positioning Strategy Objectives

- Position Gaston County and its municipalities as the best option outside of Charlotte for CLT Airport and Intermodal Center-related development.
- Inform planning, economic development, and marketing-branding strategies.
- Identify development opportunities and catalyst projects within Gaston County's municipalities to expand recruitment potential.
- Support the economic rationale for improving existing mobility corridors, creating new mobility and economic corridors, and unlocking developable land.
- Put Gaston County on the CLT Airport map for economic development initiatives and company recruitment.
- Provide a platform and framework for implementation.

Gaston County CLT Airport Connected Economic Positioning Strategy

WHEREAS, the Charlotte Douglas International Airport (CLT Airport) generates \$16.2 billion annually in direct and indirect economic impact and over 224,000 direct and indirect jobs in the Charlotte region according to a 2015 study by UNC Charlotte: and

WHEREAS, The Gaston county CLT Airport Connected Economic Positioning Strategy (Strategy) is a public-private initiative to provide Gaston County, the Town of Dallas the other cities and towns in the county and the private sector, a plan to harness more effectively the economic benefit of proximity to CLT Airport; and

WHEREAS, the Greater Gaston Development Corporation (GGDC), Gaston County, the Cities of Belmont, Bessemer City, Gastonia, Lowell, and Mount Holly, and the Towns of Cramerton, Dallas, and Stanley, jointly established a public-private Steering Committee and jointly contributed \$230,000 to prepare a Strategy for Gaston county applying airport-connected economic development principles; and

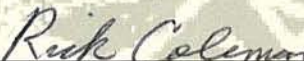
WHEREAS, over the ensuing 12 months, the Steering Committee guided the development of the Strategy by MXD Development Strategists LLC, the major elements of which included: 1) an Assessment of Existing Conditions; 2) a Market and Economic Analysis; 3) an Economic Driven Land Use Plan and Development Strategy; and 4) a Strategic Development Action Plan; and

WHEREAS, The Strategy featured 20-year growth projections by land use, identification of key existing and future mobility corridors, economic opportunity areas, catalytic projects, and a compelling rationale for increasing transportation capacity between Gaston County and Charlotte, including transit; and

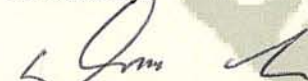
WHEREAS, by unanimous vote the Steering Committee adopted the Strategy and supporting Report on September 26 2018, and initiated a process for its implementation.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS, hereby endorses the Gaston County CLT Airport Connected Economic Positioning Strategy and commends the public and private members of the project's Steering Committee for their contributions to the economic future of the county and the well-being of its citizens.

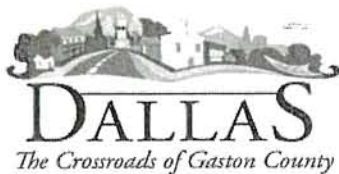
Adopted this the 13th day of November, 2018 at Dallas, North Carolina.


Rick Coleman, Mayor

Attested by:


Da'Sha Leach, Town Clerk





Town of Dallas

Façade Improvement Grant Program

Objective and Purpose

The Town of Dallas has a primary goal of improving the appearance of the Central Business District (as defined by the Town's Future Land Use Plan) and promoting economic development. To aid in achieving that goal, the Façade Improvement Grant Program will assist new or existing businesses in maintaining and improving the appearance of building façades in the Central Business District.

The rehabilitation of structures in the Central Business District of Dallas should respect and reflect the architectural integrity and history of the entire building and retain those elements that enhance the building. Façades should be in harmony with the character of the downtown area and in coordination with the color and design of adjacent structures.

As a means of encouraging the maintenance and improvement of business building façades, the Town of Dallas has appropriated funds to a structured grant program to provide financial assistance to owners of businesses in the Central Business District. Awards through the Town-funded grant program shall comply with the following provisions, requirements, and guidelines.

The purpose of the program is to:

- ◆ Promote storefront rehabilitation in the Central Business District
- ◆ Preserve the unique character of the downtown's historic buildings
- ◆ Encourage aesthetic compatibility for improvements to façades of non-historic structures
- ◆ Encourage the use of quality materials, good design, and workmanship in the rehabilitation of downtown properties
- ◆ Make improvements that make a highly visible contribution to Dallas

Guidelines

1. All rehabilitation funded through grant awards under this program must be performed in accordance with *The Secretary of the Interior's Standards for Rehabilitation* (Exhibit A); Town of Dallas Ordinances and Code Requirements, such as building codes, zoning regulations, etc.; and the following guidelines in making façade improvements under this program.
2. Approval for funds must be made prior to the beginning of the project. No awards will be given to a project begun or completed prior to application.
3. A brief summary of the business plan and the proposed renovation/rehabilitation project must be submitted with the application. Summary should be limited to no more than two pages. **The applicant must secure a two-year lease, if leasing.**
4. Funds are for fixed items only and not for inventory, furnishings, or non-fixed items. Grants are provided to help with correction of building code violations, building renovations, building rehabilitations, façade improvement, signage, etc.
5. The Business Incentive Grant program is not intended to provide financial assistance to fiscally unsound businesses.
6. Since each application will be different, and reviewed on a case-by-case basis, the applicant may be required to submit additional information. The intent of the Façade Grant Program application process is not to burden the applicant business with extensive research, but to provide the Review Committee with information to make appropriate recommendations and decisions.

7. Façade Grant Program applications will be reviewed by the Review Committee, and will depend on the availability of funds.
8. Ineligible properties and businesses:
 - ◆ Tax delinquent property or property not in good standing with the Town of Dallas Utility Billing
 - ◆ National franchises
 - ◆ Retail chain stores
 - ◆ Primarily residential properties or uses
 - ◆ Tax exempt organizations or properties

Eligibility

1. A façade is defined as an individual storefront or commercial building side which faces a public right-of-way or is otherwise visible to the general public.
2. Commercial buildings must be located within the Central Business District
3. Owner or tenants of buildings are eligible to apply; however, the owner must sign the application.
4. If there is a building with multiple public-facing façades (corner building), both public-facing sides must be rehabilitated and grant eligibility will be twice the amount as for a building with only one public-facing façade.
5. While in some situations rear façades can be seen from public streets, at this time only front and corner façades will be considered for funding.
6. Only established businesses (those that have been in operation for more than two years) are eligible for a grant that includes new signage.

Grant Award

1. Grant awards and amounts are at the discretion of the Grant Review Committee.
2. Decisions may be based upon such factors to size and scope of project, potential positive impact on the appearance of the district area, project costs, and availability of funds.
3. Qualifying projects are eligible for a grant at a minimum of \$500 and a maximum of \$20,000 per façade, on a 50/50 matching, reimbursement basis.
4. At least two project cost estimates must be submitted with the application. If both estimates are deemed equal in regards to quality of materials used, tec., only fifty percent of the lowest estimate will be considered in the amount of the award, regardless of which bid is accepted by the building owner.
5. The grant amount shall be determined at the time of application approval and paid when the project is completed.
6. The work must be completed within four months of application approval, but the owner may request one extension for two additional months based upon compelling reasons for the delay.
7. The façade improvements must remain in place for three full years from the date of completion. If not, the grant amount for that project must be repaid in full.

**Town of Dallas
Façade Grant Program Fact Sheet**

What is the Façade Grant Program?

An incentive program to taxpayers who improve the appearance of their commercial property by retaining and preserving the historic character of the property.

Provides 50% of the total cost of approved projects up to \$20,000 maximum grant amount. Side façades are eligible on corner buildings. NOTE: If a building has more than one eligible façade, each façade is considered separately.

Encourages further private reinvestment in existing infrastructure and promotes appropriate and attractive design projects that preserve the architectural character found only in older buildings.

Who may apply for the Grant?

Building owners or tenants with building owner's consent.

What buildings are eligible?

Any commercial building greater than 50 years old located in the Central Business District (as defined by the Town's Future Land Use Plan) with priority given to improvements that will make the greatest impact on the surrounding built environment.

Ineligible properties or businesses:

- * Tax delinquent properties
- * Properties not in good standing with Town Utilities
- * National franchises
- * Retail chain stores
- * Properties used primarily for residential purposes

What storefront rehabilitation expenditures qualify?

Eligible expenditures include: exterior painting of previously painted surfaced and/or paint removal; appropriate exterior cleaning; masonry repair and tuck-pointing; repair of architectural details or materials; repair of windows or window framing; removal of siding, false façades and in-fill brick; removal of inappropriate/out of date signs; rehabilitation of compatible reconstruction of storefront; new canvas awnings/frame; replacements of transom glass and business signage with full compliance of the design standards.

Signs and awnings may be included as eligible expenses providing they represent good design, meet the design ordinance and standards of the Town of Dallas Code of Ordinances.

Ineligible expenditures include: general maintenance; construction of false fronts; painting of previously unpainted surfaces; blocking up of windows or installing storm/vinyl windows or doors; interior rehabilitation; electrical work; roof and chimney repairs; installation of aluminum, vinyl, stone, stucco, brick veneer; or other inappropriate building materials; demolition of historic features; sandblasting; improvements made prior to grant approval.

Rehabilitations must meet the Secretary of the Interior's "Standards for Rehabilitation" program standards that are attached.

Colors used on exterior surfaces, signage, awnings and related items must relate to natural material colors found on neighboring historic buildings and nearby buildings.

Who makes the decision to approve or reject a request?

A Review Committee comprised of the Town Manager, Electric Utility Director, Public Works Director, Development Services Director, a member from the Board of Aldermen Community Development Committee; as well as a representative from the Small Business Center at Gaston College.

What is the process for applying for a grant?

1. Meet with the Town of Dallas Development Services Staff.
2. Complete an application, including the required support materials.
3. A review will be completed by the Review Committee.
4. Applicant will be notified by mail of acceptance, acceptance with conditions, or rejection of application.
5. Any changes to approved work during construction must be approved by the Development Services Staff in writing.
6. Upon completion of project, applicant sends copies of paid receipts/statements to Development Services Staff.
7. Development Services Staff will inspect completed funds and authorize disbursement of grant funds, provided work was completed in accordance with the application.

What other conditions apply?

1. Grants are based on the entire scope of the project. All work must be eligible and approved expenditures; or the total grant award is void.
2. All applications must be approved prior to commencement of work.
3. Each building façade is considered separately to meet the 50% matching rule.
4. Submission of a project does not ensure the project will be approved to receive funds. Grant awards are determined by recommendation of the Review Committee and the availability of funds.
5. Grant approval or changes to the scope of work in an approved project will be conveyed in writing.
6. Only one façade grant will be awarded per building façade per calendar year.

Examples

1. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$1700. The applicant receives a matching grant of 50%, which equals \$850.
2. A property owner applies for a façade grant for an improvement to a commercial building storefront and the planned improvement costs \$900. The applicant receives a grant of \$500, as the minimum grant amount for a qualified improvement is \$500.
3. A property owner applies for a façade grant for an improvement to a commercial building storefront. The planned improvement costs \$50,000. The applicant receives a grant of \$20,000; as the maximum grant amount for a qualified improvement is \$20,000.
4. A property owner renovates a commercial building storefront. The owner may apply for another façade grant for a different side of the same building (the building is a corner building with two visible sides) during the same calendar year. However, the owner will need to wait until the next calendar year to apply for another façade grant for the same storefront side.

Exhibit A

Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards and Guidelines for the treatment of historic properties were written by the National Park Service and revised in 1990. The guidelines recommend responsible methods and approaches and list treatments that should be avoided.

The Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

TOWN OF DALLAS
Façade Grant Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the TOWN OF DALLAS (Town) and _____ (Grantee), whose address is _____.

WHEREAS, the Town has approved a façade improvement grant to Grantee subject to the execution of this Agreement, and Grantee desires to accept the grant and to abide by the terms of this Agreement; and

WHEREAS, the Town has approved a grant in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for façade improvements at _____, Dallas, NC.

NOW THEREFORE, the parties agree as follows:

- 1. Grantee reaffirms that all information provided to the Town in its Façade Grant Application is correct and accurate.
2. Grantee has read and agrees to abide by the provisions and requirements of the Town of Dallas Façade Grant Program.
3. All work performed by Grantee will be consistent with the approval by the Town. If Grantee desires to make any changes in the project, Grantee will obtain written approval from the Town before implementing such changes. Grantee understands that the Town is not required to approve any changes.
4. Grantee agrees to complete the improvements within four (4) months from the date of this agreements and understands that failure to complete the improvements within such period will result in forfeiture of the grant.
5. Grantee understands that the grant will be paid to Grantee only upon completion of the work, submission of all dated statements or invoices to the Town, and approval by the Town of the completed work.
6. Grantee will notify the Town immediately if Grantee's interest in the subject property changes in any way. This Agreement is not assignable by Grantee without prior written approval of the Town, which will not be unreasonably withheld.
7. Grantee hereby grants to the Town the right to use pictures, renderings, or descriptions of the work any and all promotional purposes desired by the Town.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

WITNESSES FOR THE TOWN

WITNESSES FOR THE OWNER

WITNESSES FOR GRANTEE

TOWN OF DALLAS

Town Manager

OWNER

Owner

GRANTEE (if other than Owner)

Grantee

TOWN OF DALLAS
Façade Grant Program Application

Location of Property: _____

Property Owner/Leasee: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

Are you applying as the Property Owner _____ or Leasee _____

Check which building façade is to be renovated: Front: _____ Side: _____

Please describe in detail what your plans are for improving the building. Include a drawing/sketch of proposed renovations specifically identifying changes for each detail of the building. For example; new paint schemes, awing size, placement and color and legitimate estimates of the work to be done. (Attach additional sheet if necessary)

Please indicate the following items are complete by checking the appropriate box:

I have attached project plans, specifications or other appropriate information including estimates of the work to be done, materials to be used, color choices, and methodology.

I have attached a signed copy of the guidelines for the Town of Dallas Façade Grant Program indicating that I have read and understand the program's requirements and intend to follow the program guidelines.

I understand the grant funds can be used only for the project described in the application. The work must be completed within four (4) months of the date of approval by the Town Review Committee. All work must be completed according to state and local building codes and ordinances; and approved, when necessary, by the proper authorities. (ALL FAÇADE CHANGES REQUIRE A ZONING PERMIT.)

I also understand that this application **must** be reviewed **before** any work is done on the project and that no projects will be funded if work was done before the application was approved. I also agree to inspections of my business records to document all work done on this project.

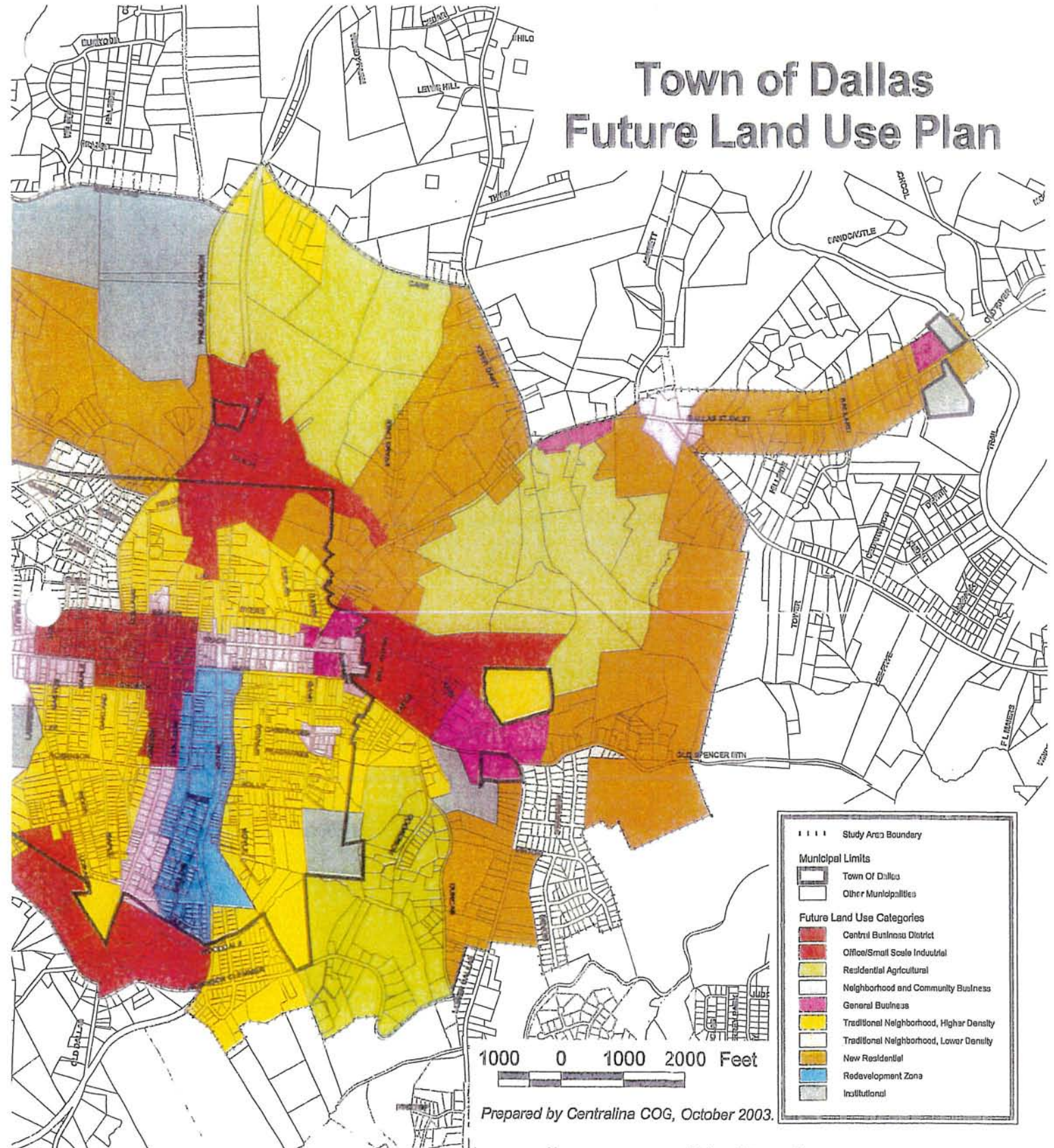
Signature of Applicant

Date

Signature of Property Owner (if other than Applicant)

Date

Town of Dallas Future Land Use Plan



1000 0 1000 2000 Feet

Prepared by Centralina COG, October 2003.

---	Study Area Boundary
Municipal Limits	
▬	Town Of Dallas
▬	Other Municipalities
Future Land Use Categories	
■	Central Business District
■	Office/Small Scale Industrial
■	Residential Agricultural
■	Neighborhood and Community Business
■	General Business
■	Traditional Neighborhood, High Density
■	Traditional Neighborhood, Low Density
■	New Residential
■	Redevelopment Zone
■	Institutional

TOWN OF DALLAS, NC RECREATION PROGRAM PROPOSAL

10-5-2018

PICKLEBALL

1. Pickleball Background and Description

Pickleball is a fun sport that combines many elements of tennis, badminton and ping-pong. Played both indoors or outdoors on a badminton sized court and a slightly modified tennis net. Played with a paddle and a plastic ball with holes. Played as doubles or singles.

2. Assessment

The senior Citizen demographic in the Town of Dallas is currently under represented in our recreation programs. We do not currently offer any organized recreation opportunities for senior citizens. There are many benefits associated with recreation programs and services and the benefits include exercise, Relaxation, stress reduction, socialization, etc. Players enjoy the social aspect of the game and the ability to stay active in their town and community. The sport is low impact and easy on the joints which is why older people are drawn to it. Pickleball is not just for seniors it is a multi-generational game that the whole family can enjoy

https://www.youtube.com/watch?time_continue=158&v=g2KNhlgOkXM

3. Goals

The following are statements of outcomes obtained from participating in the program:

- To have people of all age groups take an interest in the sport
- To have a physically active community
- To have a large group of dedicated players
- To host a regional pickleball tournament
- Have a representative team from Dallas, NC participate in USAPA Championship

4. Implementation strategies

Leadership Techniques: Specific supervision – observing, overseeing, and managing the conduct of the activity, facility, or program.

- Providing correct, competent instruction and/or direction to the activity.
- Oversee the behavior and practices of participants; intervene and regulate behavior to ensure safe participation and a safe environment for the activity.
- Conduct safety inspections for and remove obvious hazards to ensure a safe environment for participation.
- Respond to traumatic events as warranted and provide appropriate assistance as required

Location: Dennis Franklin Gym

Frequency/length of sessions: Tuesday mornings at 10am – 12pm. The frequency and duration may be revisited and adjusted based on the program interest/outcome.

Equipment/Supplies:

Net(s): Two USAPA Pickleball nets \$149/ea.

Paddles: \$88/8 paddles

Pickle Balls: \$50/36 balls

Total Cost: \$436

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date

Approved by

Date

NORTH CAROLINA

GASTON COUNTY

EMERGENCY SEWER CONNECTION AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 2018, by and between the CITY OF GASTONIA, hereinafter referred to as “Gastonia”, and the TOWN OF DALLAS, hereinafter referred to as “Dallas”, both being North Carolina municipal corporations located in Gaston County, North Carolina;

WITNESSETH:

WHEREAS, both Gastonia and Dallas maintain independent wastewater treatment systems for the use and benefit of their respective citizens; and

WHEREAS, although both cities have sewer systems, Dallas desires to provide for a means to treat its wastewater flows in the event of a temporary interruption in its wastewater treatment service; and

WHEREAS, by utilizing existing connections between the two sewer systems, Gastonia would have the ability to treat Dallas’s wastewater flows on a short term basis during periods of extreme emergency; and

WHEREAS, the cities desire to enter into this agreement to specify the types of emergencies for which Gastonia will treat Dallas’s wastewater flows; to provide for the allocation of the expenses required to make the connection; to fix prices for which such wastewater flows will be treated, and to set forth the method by which the connection between the two cities may be opened; and

NOW, THEREFORE, for and in consideration of the premises and the things herein agreed to be mutually and performed, the parties do hereby covenant and agree as follows:

1. **Purchase and Sale.** Dallas agrees to buy from Gastonia and Gastonia agrees to sell to Dallas sanitary sewer treatment services on an emergency basis as defined herein. The wastewater treatment service being sold by Gastonia shall at all times meet the standards for treatment of wastewater as promulgated pursuant to the terms of the Clean Water Act at 33 USCA Sections 1251 through 1387, all as amended from time to time, which standards have been adopted by the State of North Carolina Department of Environmental Quality, under which standards Gastonia treats wastewater at its wastewater treatment plants.
2. **Construction of Sanitary Sewer Lines and Appurtenances.**
 - a) Gastonia shall enter into a contract for the construction and installation of the sanitary sewer appurtenances necessary to provide the metering facility interconnection (“Interconnection”) between the sanitary sewer systems of the parties. The Interconnection shall include a metering manhole, a meter, a sampling location, valve, SCADA instrumentation, and other related appurtenances which shall be capable of measuring and controlling the wastewater flows treated by Gastonia. All further references to “Interconnection” in this agreement shall be understood to refer strictly to the equipment listed in the previous sentence. Each party shall be responsible for any improvements needed to their respective sanitary sewer lines connecting to the Interconnection.

b) All plans and specifications for construction of the Interconnection shall be reviewed and approved by the parties prior to the solicitation of bids. During the course of construction, any proposed change orders to the Interconnection project shall also be reviewed and approved by both parties prior to their being authorized.

c) The parties acknowledge that they have obtained an estimate of the costs of construction of the Interconnection in the amount of \$162,000. If the bids actually received by Gastonia exceed such estimate, either party may terminate this agreement upon 10 days written notice to the other party so long as such notice is received prior to the award of contract. Prior to termination of the agreement, the parties may enter into negotiations to consider acceptance of a contract proposal in excess of \$162,000.

d) Upon completion of construction, Dallas shall reimburse Gastonia for all costs associated with the Interconnection, said cost not to exceed \$162,000 or some other amount determined through negotiations that may occur as noted in section 2.c). Gastonia shall submit a detailed invoice to Dallas for such costs which shall be due and payable within sixty (60) days of the date of such invoice.

3. **Ownership.** From and after the completion of construction, each party shall own and be responsible for the maintenance of the sanitary sewer lines located on that party's side of the metering manhole. Gastonia shall own and be responsible for the maintenance of the metering manhole, the meter, the valve, the sampling location and SCADA instrumentation.

4. **Emergency Operation.**

a). Dallas agrees that the Interconnection valve will be maintained in a locked position with Gastonia being in exclusive control of the valve. The valve shall only be able to be opened by Gastonia's Director of Public Utilities or his/her designated representative. The valve shall be activated in accordance with the Valve Operation Protocol as it may be amended from time to time, a copy of which is attached hereto and incorporated by reference. Gastonia agrees to keep Dallas informed of the individual designated to control the valve and of the telephone numbers where that individual can be reached should an emergency occur. Gastonia shall give Dallas prior written notice of any amendments to the Valve Operation Protocol. This meter will be connected to the SCADA system so that Gastonia and Dallas will be apprised of the flow.

b). Dallas agrees that the valves shall only be opened at the request of Dallas for an event of extreme emergency, which because of its unforeseen and dire nature causes a sudden and major interruption in the Dallas's ability to treat its wastewater flows. An extreme emergency shall be defined as a situation where due to a structural or mechanical failure or due to weather events or high flows, Dallas' Wastewater Treatment Plant is unable to treat all or a portion of the wastewater the facility receives.

c). This connection shall only be used by Dallas to convey wastewater of a type Dallas normally receives at its treatment influent. Dallas shall not use this connection to convey to Gastonia known or suspected hazardous substances, hauled wastewater, chemicals, digester materials, or concentrated wastewater solids.

d). Dallas shall indemnify, defend and save Gastonia harmless from and against any and all claims, losses, injuries, liabilities and costs or expenses arising out of or resulting in any way from a conveyance of substances listed in subsection (c) above.

5. **Price of Wastewater Treatment.**
- a.) Gastonia agrees to provide wastewater treatment services pursuant to this Agreement to Dallas at a rate of 1.3 times the current Municipal Wholesale Rate based upon the volume used by Dallas. Dallas shall pay to Gastonia the monthly availability charges for the meters installed as part of the Interconnection whether or not Dallas purchases wastewater treatment services for such month. At such time that Dallas becomes an exclusive sewer customer of Gastonia, the sewer volume rate will become the Municipal Wholesale Rate.
 - b.) Gastonia shall inspect and test the meter from time to time. If during any period in which Gastonia receives wastewater flow from Dallas, the meter is inaccurate or nonoperational, the amount of wastewater flow received during the period of metering point failure shall be billed as follows: In the event of a mechanical or other failure that does not occur during an atypical high flow event, the flow shall be calculated based on the average daily flow of Dallas' wastewater treatment plant for the 30 days prior to the use of the emergency interconnection. If the interconnection is utilized during an atypical high flow event, the volume shall be 1.4 million gallons per day.
6. **Maximum Flow Limit.** When flow is being conveyed to Gastonia, Dallas shall take steps to equalize the flow rate as much as practical. In no case shall the total flow exceed 0.6 MGD as measured on a rolling 24 hour basis or 1,000 gpm for any one hour period, as measured at the metering point. In the event Dallas exceeds said flow limit, Gastonia shall have the right to either curtail Dallas's discharge beyond the maximum flow limit or increase the rate charged to Dallas for the amount of wastewater treated which exceeds the maximum flow limit, said rate not to exceed 1.9 times the then current Municipal Wholesale Rate.
7. **Term.** The term of this Agreement shall be ten (10) years from the date of execution hereof, unless sooner terminated as herein provided. Either party hereto may, at any time prior to the beginning of the ninth (9th) year of the term of this Agreement, give notice to the other party of its desire to renew this Agreement, and, upon the giving of such notice, the parties hereto shall negotiate in good faith with reference to a renewal of this Agreement either in its current form or in a modified form.
8. **Invoicing.** Billings for wastewater treatment supplied hereunder shall be rendered and paid monthly. A "month" shall mean the period between any two regular consecutive billing period readings of the meter measuring the quantity of wastewater flow in Gastonia's system.
9. **Industrial Pretreatment Program.** Customer shall be subject to all of the provisions of Gastonia's Sewer Use and Industrial Pretreatment Ordinance in effect at the time of execution of this Agreement and as they may be amended from time to time. If or when deemed appropriate by Gastonia, Dallas may be permitted as a significant industrial user and subject to Gastonia's Sewer Use and Industrial Pretreatment Ordinance in the same manner as all other significant industrial users. Customer shall adopt, administer and diligently enforce a sewer use ordinance and pretreatment program which is no less stringent and is as broad in scope as the sewer use ordinance of Gastonia. Dallas shall keep Gastonia informed of new or changed industrial wastewater discharges within Dallas' system.
10. **Force Majeure.** In the event either Gastonia or Dallas is unable, in whole or in part, by reason of force majeure to carry out its obligations, other than to make payments for wastewater treatment services received, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied upon, then the obligation of Gastonia or Dallas, so far as each may be

affected by such force majeure, shall be suspended from performance hereunder during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible, be remedied with all due speed. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, war blockades, riots, landslides, droughts, storms, floods washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage, accident to machinery and equipment and sanitary sewer lines, inability to obtain rights-of-way or permits or materials and equipment and supplies, and any other cause not within control of Gastonia or Dallas, which by the exercise of reasonable diligence by Gastonia or Dallas, is not preventable.

11. **Waivers.** Neither the failure nor delay on the part of either party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, and no custom or practice at variance with the terms of the Agreement shall constitute a waiver of the right of either party to demand exact compliance with such terms.
12. **Invalid Terms.** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect.
13. **Controlling Law/Successors Bound.** This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of North Carolina and shall be binding upon and inure to the benefit of the successors and, with consent of the other party, the assigns of either party hereto.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
15. **Notices.** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such a notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO TRU:

City Manager
 City of Gastonia
 P.O. Box 1748
 Gastonia, NC 28053

Public Utilities Director
 City of Gastonia
 P.O. Box 1748
 Gastonia, NC 28053

TO THE CUSTOMER:

Town Manager
 Town of Dallas
 210 N. Holland Street
 Dallas, NC 28034-1625

Public Works Director
 Town of Dallas
 210 N. Holland Street
 Dallas, NC 28034-1625

- 16. **Entire Agreement.** This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertake and agreements, whether oral or otherwise.
- 17. **Amendments.** This Agreement may be amended only by an instrument in writing executed by both parties hereto.
- 18. **Termination.** At any time after the completion of construction and the payment of the required reimbursement, this Agreement may be terminated by either party by giving one (1) years written notice of its intent to so terminate.
- 19. **Iran Divestment Act.** Both parties hereto certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their Mayors and attested by their Clerks and their corporate seals to be hereto affixed, all as of the day and year first above written.

CITY OF GASTONIA

By: _____
Walker E. Reid III, Mayor

ATTEST:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the City of Gastonia and is acquainted with Walker E. Reid III who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

TOWN OF DALLAS

By: _____
Rick C. Coleman, Mayor

ATTEST:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

Finance Director
Town of Dallas

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the Town of Dallas and is acquainted with Rick C. Coleman who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

GASTON COUNTY

SUPPLEMENTAL WATER CONNECTION SALES AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2018, by and between the CITY OF GASTONIA, hereinafter referred to as "Gastonia", and the TOWN OF DALLAS, hereinafter referred to as "Dallas", both being North Carolina municipal corporations located in Gaston County, North Carolina;

WITNESSETH:

WHEREAS, both Gastonia and Dallas maintain independent water systems for the use and benefit of their respective citizens and customers; and

WHEREAS, although both cities have water systems, Dallas desires to provide for a continuous adequate supply of water for its citizens and customers; and

WHEREAS, Gastonia and Dallas have previously established connections between the two water systems; and

WHEREAS, by utilizing said connection between the two water systems, Gastonia would have the ability to supply Dallas with water; and

WHEREAS, the cities desire to enter into this agreement to specify the types of emergencies for which Gastonia will sell water to Dallas; to provide for the allocation of the expenses, if any, required to complete the connection; to fix prices for which water will be supplied to Dallas, and to set forth the method by which the connection between the two cities may be opened;

NOW, THEREFORE, for and in consideration of the premises and the things herein agreed to be mutually performed, the parties do hereby covenant and agree as follows:

1. **Purchase and Sale.** Dallas agrees to buy from Gastonia and Gastonia agrees to sell to Dallas water as defined herein. The water sold by Gastonia shall at all times meet the standards for safe drinking water as promulgated at 40 CFR, sections 140 through 143, pursuant to the terms of the Safe Drinking Water Act at 42 USCA, all as amended from time to time, which standards have been adopted by the State of North Carolina Department of Environmental Quality, under which standards Gastonia produces drinking water at its water treatment plant.
2. **Construction of New Water Systems and Appurtenances.** Dallas agrees to pay the costs, if any, for installing any mutually agreed upon additional facilities and equipment needed for the interconnection between the two water systems, which go beyond the infrastructure in place as of the date of this Agreement. Gastonia shall own and agrees to maintain the interconnection through the metering point.
3. **Ownership of Water Lines.** Each party shall own and be responsible for the maintenance of the water lines located on that party's side of the metering point.

Agree1592

4. **Operation.**

a). Dallas agrees that the Interconnection valves will be maintained in a locked position with Gastonia being in exclusive control of the valves. The valves shall only be able to be opened by Gastonia's Director of Public Utilities or his/her designated representative. The valves shall be activated in accordance with the Valve Operation Protocol as it may be amended from time to time, a copy of which in its current form is attached hereto and incorporated by reference. Gastonia agrees to keep Dallas informed of the individual designated to control the valves and of the telephone numbers where that individual can be reached. Gastonia shall give Dallas prior written notice of any amendments to the Valve Operation Protocol.

b). Dallas agrees that the valves shall only be opened at the request of Dallas in the event Dallas has difficulty in supplying the demand for water placed upon Dallas' water system without supplementation from Gastonia's water system; or, for an event of extreme emergency, which shall be defined as major breaks in trunk lines, large fires, periods of extreme drought or other calamity, which because of its unforeseen and dire nature causes a sudden and major interruption in the water supply of Dallas. Provided, however, that the volume of water available for delivery may be limited in the case that Gastonia is in a state of water emergency as per Section 14-814(4) of the Gastonia City Code.

5. **Price.**

a.) Gastonia agrees to provide water pursuant to this Agreement to Dallas at a rate equal to the Inside Non-Residential Water Rate based upon the metered volume used by Dallas. Dallas shall pay to Gastonia the monthly availability charges for the meters installed as part of the Interconnection whether or not Dallas purchases water for such month. At such time that Dallas becomes an exclusive water customer of Gastonia pursuant to a new water sales agreement entered into by Gastonia and Dallas, the water rate will become the Municipal Wholesale Rate including the customary Customer Charges and Availability Charges for the water meters used to deliver the water.

b) Gastonia shall inspect and test the meters from time to time. If during any period in which Gastonia provides water to Dallas, the meter is inaccurate or nonoperational, the amount of water during the period of metering point failure shall be billed as follows: During periods when water is provided to the entire Dallas water system, the average daily volume billed shall be determined from the Average Daily Production of the Dallas Water Plant for the 30 days prior to the water use. If the average daily volume is not available, a daily usage rate of 600,000 gallons per day will be used.

6. **Maximum Usage Limit.** When water is being conveyed to Dallas, the maximum monthly water usage limit shall be set at 30,000,000 gallons per month. In the event Dallas exceeds said limit, Gastonia shall have the right to either curtail Dallas' increased consumption or increase the rate charged to Dallas for the amount of water treated which exceeds the maximum usage limit, said rate not to exceed 1.9 times the then current Inside Non-Residential Water Rate.

7. **Force Majeure.** In the event either Gastonia or Dallas is unable, in whole or in part, by reason of force majeure to carry out its obligations, other than to make payments for water received, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied upon, then the obligation of Gastonia or Dallas, so far as each may be affected by such force majeure, shall be suspended from performance hereunder during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible, be remedied with all due speed. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, war blockades, riots, landslides, droughts, storms, floods washouts, arrests and restraints of governments and people, civil disturbances, explosions, unavoidable breakage, accident to machinery and equipment and sanitary sewer or water lines, inability to obtain rights-of-way or permits or materials and equipment and supplies, and any other cause not within control of Gastonia or Dallas, which by the exercise of reasonable diligence by Gastonia or Dallas, is not preventable
8. **Term.** The term of this Agreement shall be ten (10) years from the date of execution hereof. Either party hereto may, at any time prior to the beginning of the ninth (9th) year of the term of this Agreement, give notice to the other party of its desire to renew this Agreement, and, upon the giving of such notice, the parties hereto shall negotiate in good faith with reference to a renewal of this Agreement either in its current form or in a modified form.
9. **Invoicing.** Billings for water supplied hereunder shall be rendered and paid monthly. A "month" shall mean the period between any two regular consecutive billing period readings of the meter measuring the quantity of water entering Dallas' system.
10. **Preemption of Dallas' Water Supply.** Dallas shall be subject to Gastonia's water conservation ordinances and policies now in effect or as they may be amended from time to time.
11. **Waivers.** Neither the failure nor delay on the part of either party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, and no custom or practice at variance with the terms of the Agreement shall constitute a waiver of the right of either party to demand exact compliance with such terms.
12. **Invalid Terms.** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect.
13. **Controlling Law/Successors Bound.** This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of North Carolina and shall be binding upon and inure to the benefit of the successors and, with consent of the other party, the assigns of either party hereto.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
15. **Notices.** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally

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delivering such a notice to an officer of other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO GASTONIA:

City Manager
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

Public Utilities Director
City of Gastonia
P.O. Box 1748
Gastonia, NC 28053

TO THE CUSTOMER:

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

Public Works Director
Town of Dallas
210 N. Holland St.
Dallas, NC 28034

16. **Entire Agreement.** This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertake and agreements, whether oral or otherwise.
17. **Amendments.** This Agreement may be amended only by an instrument in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their Mayors and attested by their Clerks and their corporate seals to be hereto affixed, all as of the day and year first above written.

CITY OF GASTONIA

By: _____
Walker E. Reid, III, Mayor

ATTEST:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the City of Gastonia and is acquainted with Walker E. Reid, III who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

TOWN OF DALLAS

By: _____
Rick Coleman, Mayor

ATTEST:

Town Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, a Notary Public, do hereby certify that _____ who being duly sworn by me, says that he/she knows the common seal of the Town of Dallas and is acquainted with Rick Coleman who is the Mayor and presiding member of said municipal corporation; and that he/she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor; and that he/she the said _____ signed his/her name in attestation of said instrument in the presences of the said Mayor of said municipal corporation.

Witness my hand and seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF GASTON

DOWNTOWN DEVELOPMENT PROJECT AGREEMENT

THIS DOWNTOWN DEVELOPMENT PROJECT AGREEMENT, pursuant to N.C.G.S. 160A-458.3, made and entered into this the _____ day of _____ 2018, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as “**TOWN**”) and **SAMMY’S PUB OF DALLAS, INC. AND DALLAS PROPERTY HOLDINGS, LLC**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to jointly as “**OWNER**”);

WITNESSETH:

WHEREAS, OWNER and TOWN intend to engage in and provide a Downtown Development Project located in the Town of Dallas, Gaston County, North Carolina, which will stimulate the local economy, increase the taxable property and business prospects of the Town, create jobs in the Town’s Central Business District as a result of the Project; in addition, the project would have a significant effect on the revitalization on the Central Business District; and

WHEREAS, as authorized by N.C.G.S. § 158- 7. 1, 160A-456, 160A-457, and 160A-458.3 the TOWN, has agreed to sell the surplus property and building located at 130 W. Trade Street, Dallas, NC, subject to restrictions, conditions, and covenants, for development of restaurant and office space (minimum of 7,500 square feet), and more particularly described as:

Lying and being in the Town of Dallas, N.C. and being the old Setzer building property, which is more particularly described by metes and bounds as follows: Beginning at a building corner, said corner being the Southwest corner of property owned by Laura J. Stroupe as described in Deed Book 4754 at Page 1310, with said point and place of Beginning being located the following two (2) calls from a courthouse stone control corner: (1) North 01 degrees 15 minutes 09 seconds East 263.11 feet to another courthouse stone control corner and (2) North 32 degrees 16 minutes 32 seconds West 143.73 feet, crossing West Trade Street and both courthouse stones inscribed USGS, NCGS 1900); thence from the point of Beginning North 85 degrees 58 minutes 53 seconds West 56.91 feet to a building corner; thence North 03 degrees 53 minutes 53 seconds East 120.68 feet to a new drill hole in walkway; thence South 85 degrees 58 minutes 59 seconds East 57.25 feet to an iron pin set in the line of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310; thence with the Stroupe property line South 04 degrees 03 minutes 20 seconds West 120.66 feet to the point and place of Beginning. Said property being

the full contents of Tract #1, containing 0.158 acres, as shown on that map or plat thereof recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds.

TOGETHER WITH that right of way and easement for ingress, egress, and regress, said right of way and easement being more particularly described as follows:

Beginning at a drill hole, said drill hole being located North 03 degrees 53 minutes 53 seconds East 120.68 feet from the Southwest corner of the Setzer building, said drill hole also being the Northwest corner of Tract #1 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; and running thence from the point and place of Beginning North 14 degrees 46 minutes 00 seconds West 74.75 feet through Tract #2 to a point; thence continuing through Tract #2 North 04 degrees 01 minutes 07 seconds East 138.55 feet to a point on the South margin of the right of way of Wilkins Street; thence along the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 24.00 feet to a point; thence South 04 degrees 01 minutes 07 seconds West 134.58 feet through Tract #2 to a point; thence South 14 degrees 46 minutes 00 seconds East 78.94 feet through Tract #2 to a point on the North line of Tract #1 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence North 85 degrees 58 minutes 59 seconds West 25.35 feet to the point and place of Beginning.

TOGETHER THEREWITH that right of way and easement for the installation, servicing and maintenance of utilities and drainage:

BEGINNING at a nail set on the south margin of the right of way of Wilkins Street near the east margin of the right of way of Holland Street, said nail set being the Northwest corner of Tract #2 as shown on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence from said point and place of BEGINNING South 57 degrees 40 minutes 29 seconds East 23.95 feet to a point; thence South 42 degrees 0 minutes 30 seconds East 91.40 feet to a point; thence South 03 degrees 56 minutes 07 seconds West 99.11 feet to a point; thence South 67 degrees 32 minutes 38 seconds East 57.42 feet to a point; thence North 03 degrees 53 minutes 53 seconds East 192.11 feet to a point on the south margin of the right of way of Wilkins Street; thence with the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 20.0 feet to a PK nail, said PK nail being a corner of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310 in the Gaston County Register of Deeds; thence with the west line of the Stroupe property described above South 03 degrees 53 minutes 53 seconds West, passing an existing iron pin at 125.00 feet and another existing iron pin at 150.00 feet, a total distance of 238.54 feet to a point located within Tract #1 as shown and described on that map or plat recorded in Plat Book _____ at Page _____ in the Gaston County Register of Deeds; thence North 86 degrees 02 minutes 27 seconds West 36.07 feet to a building corner located on the Gerald J. Huggins property as described in Deed Book 4767 at Page 1939 in the Gaston County Register of Deeds; thence along the north line of the Huggins property North 86 degrees 02 minutes 27 seconds West 25.35 feet to an iron pin set; thence with the north line of the TAP Properties property as described in Deed Book 3284 at Page 247 in the Gaston County Register of Deeds North 86 degrees 01 minutes 48 seconds West

25.11 feet to a building corner; thence with the north line of the TAP Properties property as described in Deed Book 2815 at Page 924 in the Gaston County Register of Deeds North 85 degrees 57 minutes 53 seconds West 21.24 feet to a building corner; thence North 84 degrees 50 minutes 42 seconds West 54.12 feet to a paint mark at iron, said paint mark being located North 88 degrees 54 minutes 50 seconds East 1404.60 feet from NCGS "Hopeman" (N=175985.779M, E=411242.916M); thence North 03 degrees 56 minutes 45 seconds East 20.20 feet to a point; thence South 84 degrees 50 minutes 42 seconds East 54.18 feet to a point; thence South 85 degrees 57 minutes 40 seconds East 21.23 feet to a point; thence South 86 degrees 02 minutes 0 seconds East 25.13 feet to a point; thence South 86 degrees 02 minutes 27 seconds East 41.40 feet to a point within Tract #1 described above; thence North 03 degrees 53 minutes 53 seconds East 10.59 feet to a point; thence North 67 degrees 32 minutes 38 seconds West 73.25 feet to a point; thence North 3 degrees 56 minutes 07 seconds East 103.55 feet to a point; thence North 42 degrees 0 minutes 30 seconds West 82.98 feet to a point; thence North 57 degrees 40 minutes 29 seconds West 14.52 feet to a point; thence North 03 degrees 57 minutes 12 seconds East 17.04 feet to the point and place of BEGINNING.

All of the foregoing descriptions are taken from that map or plat entitled "Survey Made at the Request of the Town of Dallas" dated February 27, 2018 and revised September 4, 2018 by John W. Lineberger, Professional Land Surveyor, which is recorded in Plat Book ____ at Page ____ in the Gaston County Register of Deeds.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to OWNER, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction and/or renovation of a minimum 7,500 square foot building upon tract one, consisting of a minimum 5,000 square foot restaurant on the ground level and a minimum 2,500 of other enclosed space on the second level; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional restaurant upon tract #1 for a continuous and uninterrupted period of five (5) years, unless sooner terminated as provided for herein.
2. **Project.** The project (herein "Project") consists of the OWNER's purchase of TOWN owned land and building at 130 W. Trade Street, Dallas, NC, for \$77,000.00, the renovation or demolition of the existing building, investment of seven hundred fifty thousand dollars (\$750,000.00) in the renovation and/or construction of a new building or addition to the existing building and grounds, purchase of restaurant equipment, installation of equipment, and operation of a restaurant in the Town of Dallas, Gaston County, North Carolina. The completed project/restaurant when operational will provide new part-time and full-time employment for minimum of twenty (20) people with a minimum wage of \$8.00 per hour in the downtown area. The completed project/restaurant when operational will continue uninterrupted as a

properly licensed and inspected restaurant for a period of five (5) years. The project also consists of the development by the TOWN of public facilities and other amenities on adjacent TOWN owned property, including but not limited to: a 24-foot easement for ingress, egress, and regress and a 15-foot easement for drainage and all utilities as described above.

3. Construction.

- a. The TOWN will employ the services of a Town Engineer, Johnny Denton. The Town Engineer will ensure that the construction, renovation and development of the restaurant and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, renovation documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve they owner of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions.
- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. The OWNER will immediately proceed without delay to employ the services of a licensed professional architect/engineer to draft all appropriate plans and drawings for the construction/renovation project within sixty (60) days of closing. All plans and drawings shall be completed and submitted for inspection and approval by the TOWN, designee, agent, or Town Engineer prior to any construction, renovation and/or development of the project and within one hundred eighty (180) days of employing the licensed professional architect/engineer.
- d. The OWNER agrees to immediately proceed without delay in obtaining the proper and appropriate permits from Gaston County and the Town of Dallas for the construction, renovation and development of the project and will apply for all appropriate and proper permits within thirty (30) days of the all final plans and drawings being approved TOWN, designee, agent, or Town Engineer. The OWNER will remain diligent in obtaining and procuring all appropriate and proper permits.
- e. After all final plans and drawings are approved by the TOWN, designee, agent and/or the Town's Engineer and all appropriate and proper permits are obtained

the renovation and/or construction of the project/restaurant shall be completed by the OWNER within one (1) year, weather permitting.

- f. After the completion of renovation and/or construction of the project/restaurant by the OWNER and the issuance of a Certificate of Occupancy, the restaurant shall be properly licensed and inspected as a restaurant by the appropriate government officials.
 - g. The TOWN will construct and develop amenities, easements, and variances to the zoning code as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on Tract 1 and Tract 2 as described herein. The construction and development of the TOWN amenities, easements, and variances will not interfere with the renovation, construction and development of the project/restaurant and grounds outlined in the above paragraphs by the OWNER, and will be completed prior to the OWNER'S completion of the proposed development of the project/restaurant. Provided, however, any easements shall be completed and contained within the Deed to be prepared by the OWNER within sixty (60) days of execution of this Agreement.
4. **Representations.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

Standing. The OWNER is a duly organized and existing North Carolina corporation under the laws of the State of North Carolina. The OWNER has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and is authorized the execution and delivery of this Agreement.

Continuity. The OWNER intends to operate the project as restaurant and offices within the TOWN continuously and uninterrupted for five (5) years. OWNER will pay to the TOWN the prospective tax revenues based upon the tax value of the property as determined in the ordinary course.

Timing. The OWNER agrees to close the purchase of the site on or before a date which is thirty (30) days after (i) Proper legal description for the property is prepared by the OWNER and (ii) the Project has been duly approved by TOWN governing body after due notice and public hearing, if required. Both events (i) and (ii) above are express conditions precedent to OWNER'S performance hereunder. Furthermore, OWNER shall be entitled to terminate this Agreement at any time for any or no reason within sixty (60) days of the date of this Agreement, upon which the Owner shall if necessary re-convey the Property back to the Town immediately. OWNER agrees to create a minimum of 20 part-time and full-time jobs, paying an average wage of \$8.00 per hour at this location of 130 W. Trade Street, Dallas, N.C. OWNER agrees to operate a fully functional, properly

permitted and licensed restaurant continuously and uninterrupted for a period of five (5) years.

5. **Covenant.** The OWNER covenants and agrees to make the investment, pay the taxes, create the jobs, pay the wages and upon completion of construction, operate a fully functional, properly permitted, inspected and licensed restaurant, continuously and uninterrupted for a period of five (5) years in accordance with the purposes and/or under the restrictions, covenants and conditions as set forth herein and/or contained in the Deed to the property.
6. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) year restaurant by OWNER all of which shall take place and be located at 130 W. Trade Street, Dallas, N.C., the TOWN agrees to sell, grant and convey the property at 130 W. Trade Street, Dallas, N.C. for \$77,000.00, subject to restrictions, conditions and covenants within time parameters set forth in this agreement, in addition to the restrictions, conditions and covenants that run with the land and included in the Deed. OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to: investment, job creation requirements and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C. for an uninterrupted period of five (5) years.
7. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes, community development purposes, and/or downtown development project purposes in accordance with N.C.G.S. § 158- 7.1, 160A-456, 160A-457, and 160A-458.3 of the TOWN for the renovation, construction, development, and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C.
8. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the renovation, construction and development and/or the operations of the restaurant as the TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.

9. **Termination.** This Agreement shall terminate and the OWNER shall be in breach, as determined by the TOWN, which shall include but not limited to the following reasons:
- a. Failure to use the Property in accordance with this Agreement;;
 - b. Failure to pay taxes;
 - c. Failure to comply with the terms and conditions of this Agreement;
 - d. Submission to the TOWN of reports which are incorrect or incomplete in any material respects;
 - e. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or unfeasible;
 - f. Transfer of title to the property prior to fulfillment of all requirements of this Agreement, without the prior written consent of the TOWN;
 - g. In addition, failure to make satisfactory progress towards renovation, construction, completion and operation of a restaurant per the above paragraphs and/or making the investment in the property as set forth herein.
 - h. Failure to operate of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) years.
10. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
11. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
12. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
13. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
14. **Termination.** The TOWN may terminate this Agreement, as set forth herein, for failure to make the investment in the property, for failure of the project, or violation or breach of any of the terms of this Agreement.
15. **Notice.** Notice may be given as follows:

To the TOWN:

To the OWNER:

Town of Dallas Manager
210 Holland Street
Dallas, NC 28034

Mr. Jim Bailey
1196 Noles Dr.
Mt Holly, NC 28120

- 16. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
- 17. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
- 18. **Recording.** The TOWN shall record the Downtown Development Project Agreement with the Gaston County Register of Deeds within fourteen (14) days of the execution of this Agreement. The burdens are binding upon, and the benefits of the Downtown Development Project Agreement shall inure to, all successors to interest to the parties of the Agreement

IN WITNESS WHEREOF, the TOWN OF DALLAS, N.C. has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Town Clerk, all by authority of its Board of Alderman and the OWNER has caused this instrument to be executed in its company name by its duly authorized representatives both the day and year first above written.

EXECUTED this ____ day of _____, 20__.

TOWN

Town of Dallas

By: _____

Maria Stroupe, Town Manager

Rick Coleman, Town Mayor

OWNER

Sammy's Pub of Dallas, Inc.

By: _____

Jim Bailey, President

Dallas Property Holding, LLC

By: _____

Jim Bailey, Managing Member

ATTEST:

Approved As To Form and Legality

Town Clerk

Town Attorney

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **MARIA STROUPE** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **RICK COLEMAN** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, President of Sammy's Pub of Dallas, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, Managing Member of Dallas Property Holding, LLC personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER.

This the _____ day of _____, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT "A"

1. In addition, the Town shall construct a 24 foot easement for the benefit of Owner for ingress, egress, and regress across Tract #2 as shown on the Survey by John W. Lineberger and dated July 17, 2018.

2. The Town shall also grant Owner a 15 foot drainage and utility easement as shown on Tract #2 of the Survey by John W. Lineberger and dated July 17, 2017.

3. The Town shall seek and obtain a variance from the existing City Ordinance to allow a zero foot front setback along a major thoroughfare.

4. The Town shall provide an enclosed dumpster site for use by the restaurant

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

SESSION LAW 2017-138
HOUSE BILL 436

AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 8.

"System Development Fees.

"§ 162A-200. Short title.

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act."

"§ 162A-201. Definitions.

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility, including for reuse or reclamation of water, owned or operated, or to be owned or operated, by a local governmental unit and land associated with such facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
 - a. The subdivision of land.
 - b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
 - c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.

- (9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:
- a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
 - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
 - c. Availability charges.
 - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
 - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205.

"§ 162A-202. Reserved.

"§ 162A-203. Authorization of system development fee.

(a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.

(b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

"§ 162A-204. Reserved.

"§ 162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

"§ 162A-206. Reserved.

"§ 162A-207. Minimum requirements.

(a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

"§ 162A-208. Reserved.

"§ 162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

"§ 162A-210. Reserved.

"§ 162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

- (1) Costs of constructing capital improvements including, and limited to, any of the following:
 - a. Construction contract prices.
 - b. Surveying and engineering fees.
 - c. Land acquisition cost.
 - d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.
- (2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.
- (3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.

(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

"§ 162A-212. Reserved.

"§ 162A-213. Time for collection of system development fees.

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

"§ 162A-214. Reserved.**"§ 162A-215. Narrow construction.**

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development."

SECTION 2. G.S. 130A-64 reads as rewritten:

"§ 130A-64. Service charges and rates.

(a) A sanitary district board shall apply service charges and rates based upon the exact benefits derived. These service charges and rates shall be sufficient to provide funds for the maintenance, adequate depreciation and operation of the work of the district. If reasonable, the service charges and rates may include an amount sufficient to pay the principal and interest maturing on the outstanding bonds and, to the extent not otherwise provided for, bond anticipation notes of the district. Any surplus from operating revenues shall be set aside as a separate fund to be applied to the payment of interest on or to the retirement of bonds or bond anticipation notes. The sanitary district board may modify and adjust these service charges and rates.

(b) The district board may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 3. G.S. 153A-277 reads as rewritten:

"§ 153A-277. Authority to fix and enforce rates.

(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for services provided outside of the county. A county may include a fee relating to subsurface discharge wastewater management systems and services on the property tax bill for the real property where the system for which the fee is imposed is located.

...

(a2) A county may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

...."

SECTION 4.(a) G.S. 160A-314 reads as rewritten:

"§ 160A-314. Authority to fix and enforce rates.

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

...

(e) A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 4.(b) G.S. 160A-317 is amended by adding a new subsection to read:

"(a4) System Development Fees. – A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 5.(a) G.S. 162A-6(a) is amended by adding a new subdivision to read:

"(9a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 5.(b) G.S. 162A-9 is amended by adding a new subsection to read:

"(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(a) G.S. 162A-36(a) is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(b) G.S. 162A-49 reads as rewritten:

"§ 162A-49. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of land for the services furnished or to be furnished by any water system or sewerage system or both. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the water system or sewerage system or both, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the water system or the sewerage system or both, the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(a) G.S. 162A-69 is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(b) G.S. 162A-72 reads as rewritten:

"§ 162A-72. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of and for the services furnished or to be furnished by any sewerage system. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the sewerage system, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the sewerage system the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 8. G.S. 162A-85.13 is amended by adding a new subsection to read:

"(a1) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 9. G.S. 162A-88 reads as rewritten:

"§ 162A-88. District is a municipal corporation.

(a) The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by them, and from time to time may hold, invest, sell, or dispose of the same; may have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 10.(a) G.S. 1-52(15) reads as rewritten:

"(15) For the recovery of taxes paid as provided in ~~G.S. 105-381~~ G.S. 105-381 or for the recovery of an unlawful fee, charge, or exaction collected by a county, municipality, or other unit of local government for water or sewer service or water and sewer service."

SECTION 10.(b) This section is to clarify and not alter G.S. 1-52.

SECTION 11. Sections 1 through 9 of this act become effective October 1, 2017, and apply to system development fees imposed on or after that date. Section 10 of this act, being a clarifying amendment, has retroactive effect and applies to claims accrued or pending prior to and after the date that section becomes law.

Nothing in this act provides retroactive authority for any system development fee, or any similar fee for water or sewer services to be furnished, collected by a local governmental unit prior to October 1, 2017. The remainder of this act is effective when it becomes law and applies to claims accrued or pending prior to and after that date.

In the General Assembly read three times and ratified this the 29th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 4:13 p.m. this 20th day of July, 2017

Town of Dallas
Budget Amendment

Date: November 13, 2018

Action: Water/Sewer Fund Amendment

Purpose: To Budget for a System Development Fees Project

Number: WS-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	3999	0000	Fund Balance Appropriated	\$32,528	\$57,528	\$25,000
20	8100	0400	Professional Service	\$78,486	\$103,486	\$25,000

	Totals	\$111,014	\$161,014	\$50,000
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Approval Signature
(Town Manager)