

**Town of Dallas**  
**Agenda**  
**OCTOBER 23, 2018**  
**5:00 PM**  
**BOARD OF ALDERMEN – WORK SESSION**  
**Rick Coleman, Mayor**

**Allen Huggins**

**Darlene Morrow**

**Stacey Thomas**

**Jerry Cearley, Mayor Pro-Tem**

**E. Hoyle Withers**

**ITEM    SUBJECT** **Pages**

---

- 1. Pledge of Allegiance to the Flag**
- 2. Approval of Agenda with Additions Or Deletions**
- 3. New Business**
  - A. Gaston County CLT Airport Connected Economic Positioning Strategy 2
  - B. Façade Grant Program 5
  - C. Pickleball Program 13
  - D. Signage on Hwy. 321 16
  - E. Water Connection Agreement 18
- 4. Closed Session**
  - A. Personnel – As provided for by § 143-318.11.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston County CLT Airport Connected Economic Positioning Strategy

AGENDA ITEM NO. 3A

MEETING DATE: 10/23/2018

### BACKGROUND INFORMATION:

In September 2017, the Greater Gaston Development Corporation (GGDC) commissioned MXD Development Strategists Ltd. to prepare the Gaston County CLT Airport Connected Economic Positioning Strategy. Through a collaborative public-private approach, the Strategy is designed to fully leverage the County's close proximity and access to CLT Airport and its Intermodal Center.

Attached is a listing of participants in the development of the Strategy, as well as a list of the objectives of the Strategy.

Mr. Mark Cramer, Executive Director of the GGDC will be present to make a presentation of the Strategy.

---

MANAGER'S RECOMMENDATION:

---

BOARD ACTION TAKEN:

## 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.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Façade Grant Program

AGENDA ITEM NO. 3B

MEETING DATE: 10/23/2018

### BACKGROUND INFORMATION:

In October of 2013, the Board of Aldermen approved the initial set up and funding of the T.O.P. T.I.E.R. Program that was developed in order to facilitate improvement and growth in the downtown business area of Dallas. This program provided funds to local business owners in the form of grants.

At the March 12, 2018 Board of Aldermen meeting, a moratorium was placed on the program. This was done in order to review the statutory parameters of the program, as well as to incorporate the development of a new program in with the planned work by the NC Department of Commerce's Rural Planning Center.

At the August 27, 2018 Work Session, the Board requested that the Town Manager develop a program prior to the work being done with the NC Department of Commerce's Rural Planning Center.

After review of the NC General Statutes, along with programs from other local governments, attached is a draft proposal for a Façade Grant Program.

### Major Points

Building owners or tenants (with building owner's consent) may apply for the program

Application must be made prior to the project

Any awarded funds will be paid upon completion of the project

All projects funded must meet *The Secretary of the Interior's Standards for Rehabilitation*

Grant awards will be on a 50/50 matching, reimbursement basis

The minimum grant will be \$500 and the maximum grant will be \$20,000

---

MANAGER'S RECOMMENDATION:

---

BOARD ACTION TAKEN:



## 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 and Board of Aldermen with information to make appropriate recommendations and decisions.

7. Façade Grant Program applications will be reviewed by the Review Committee, with final consideration and approval given on each grant application by the Board of Aldermen, 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, and Development Services Director for the Town; 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.

# 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 Ten Thousand Dollars (\$10,000.00) 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

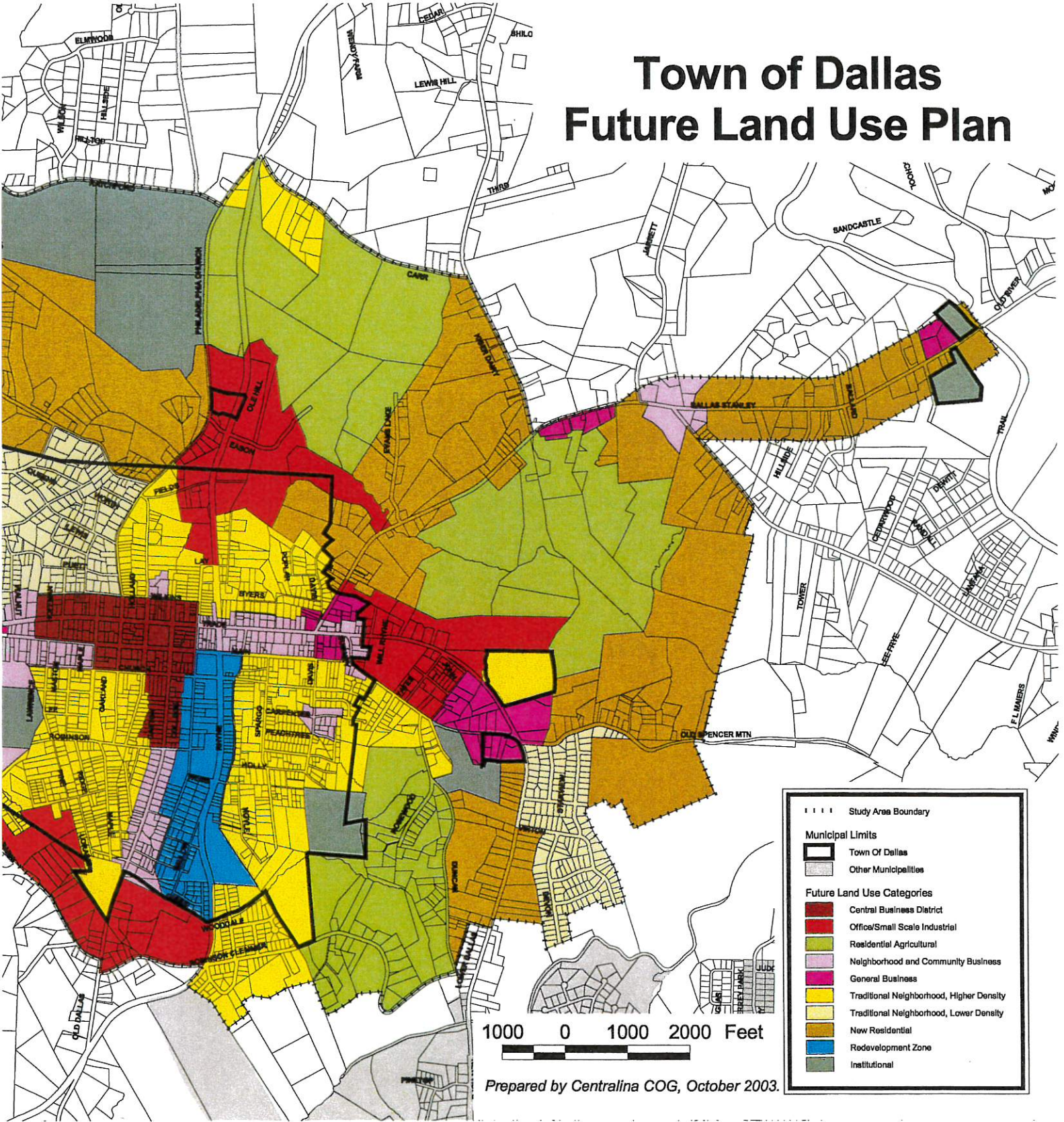
OWNER

\_\_\_\_\_  
Owner

GRANTEE (if other than Owner)

\_\_\_\_\_  
Grantee

# Town of Dallas Future Land Use Plan



-----	Study Area Boundary
<b>Municipal Limits</b>	
▭	Town Of Dallas
▭	Other Municipalities
<b>Future Land Use Categories</b>	
▭	Central Business District
▭	Office/Small Scale Industrial
▭	Residential Agricultural
▭	Neighborhood and Community Business
▭	General Business
▭	Traditional Neighborhood, Higher Density
▭	Traditional Neighborhood, Lower Density
▭	New Residential
▭	Redevelopment Zone
▭	Institutional

1000 0 1000 2000 Feet

Prepared by Centralina COG, October 2003.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Proposed Pickleball Program

AGENDA ITEM NO. 3C

MEETING DATE: 10/23/2018

### BACKGROUND INFORMATION:

Steven Aloisa, Recreation Director, is proposing to start a Pickleball program targeting the Senior Citizen population in Dallas. This is a lower impact sport that has gained popularity over the past several years. He is proposing to open the Dennis Franklin Gym one morning per week, initially. Attached is his proposal and the startup costs.

---

MANAGER'S RECOMMENDATION:

---

BOARD ACTION TAKEN:

# 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=g2KNhigOkXM](https://www.youtube.com/watch?time_continue=158&v=g2KNhigOkXM)

### 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

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Signage on Hwy 321

AGENDA ITEM NO. 3D

MEETING DATE: 10/23/2018

### BACKGROUND INFORMATION:

Based on Board interest in more visible signage at the Town limits and through Town, identified in the first session with the NC Department of Commerce Rural Planning Center, the Public Works Director has been in contact with Visual Inception, the company used by the City of Lincolnton.

Attached is a preliminary sketch of a possible Town limit sign that could be placed on Hwy 321. Discussions are underway with NC DOT for permission to place signage in the center median of Hwy 321. Before undertaking a signage project with Dallas, Visual Inception requires a \$1000 deposit, which is normal for this type of project.

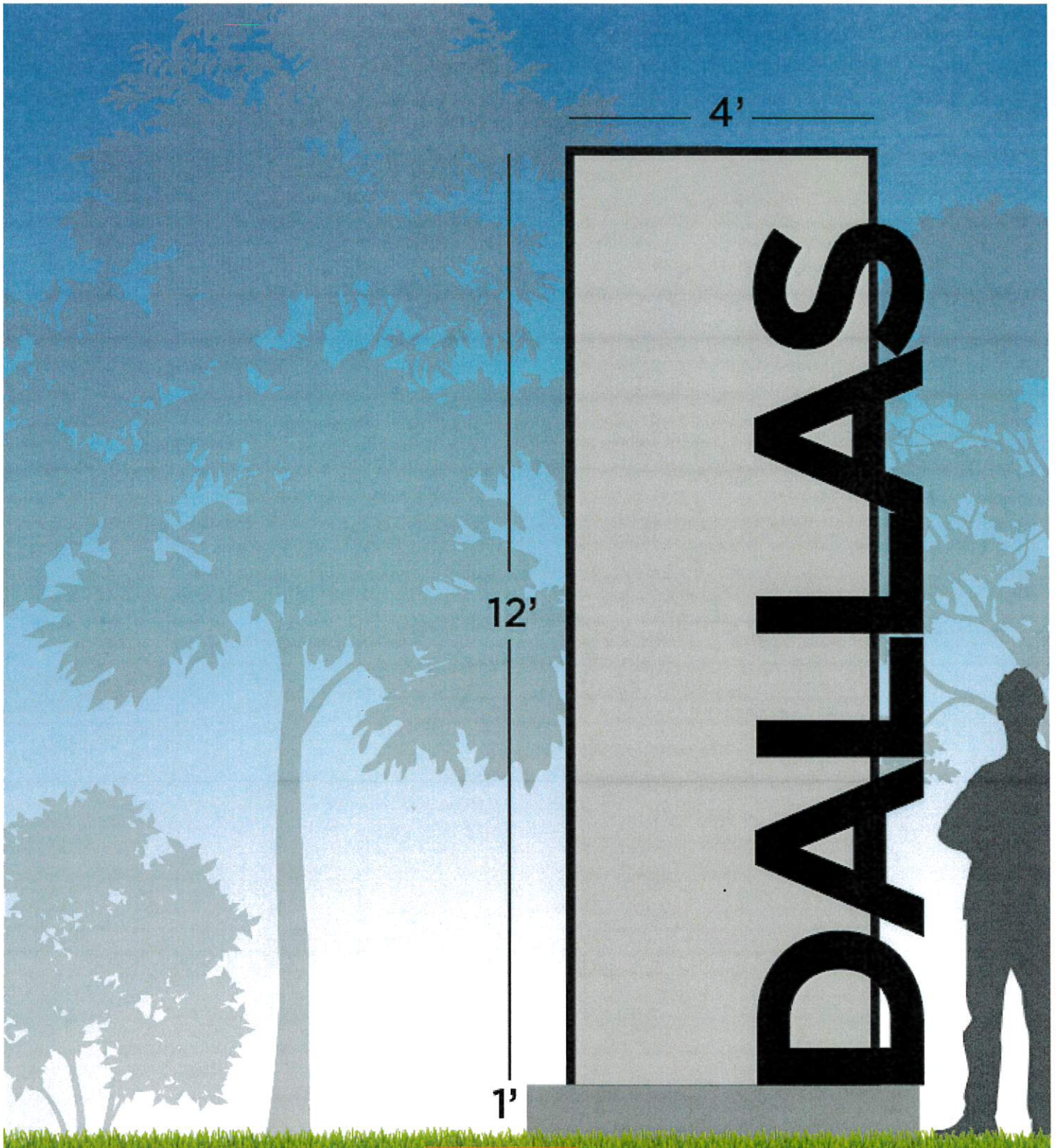
---

MANAGER'S RECOMMENDATION:

---

BOARD ACTION TAKEN:





4'

12'

1'

**VISUAL**  
inception™



INFO@VISUAL-INCEPTION.COM  
980.333.1047

© COPYRIGHT 2016 VISUAL INCEPTION DESIGN

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Water Connection Agreement

AGENDA ITEM NO. 3E

MEETING DATE: 10/23/2018

### BACKGROUND INFORMATION:

Dallas has had a water connection with Gastonia since before building our current water treatment facilities. This connection allows us to purchase water from Gastonia in times of emergency or plant maintenance.

Until now, there has not been a written agreement with Gastonia on the utilization of this connection, protocol for opening the connection, or the rate at which Dallas is charged. Attached is a proposed agreement with Gastonia outlining all of these parameters.

For the most part, the items outlined in the agreement are how the interconnection has been working. The difference in the agreement from the current situation is a 4.75% increase in the rate Dallas would pay for water used. This would bring Dallas to the same Municipal Rate currently being paid by the other municipalities that purchase water from Gastonia. There is also a \$748.30 meter availability fee each month and this would remain at the same cost. Only the rate per thousand gallons of water used will increase.

The goal is to bring both this agreement and the Sewer Emergency Interconnect Agreement to the November Board of Aldermen meeting for final approval. The Sewer Emergency Interconnect Agreement was discussed at the September 24<sup>th</sup> Work Session and is ready for approval.

---

MANAGER'S RECOMMENDATION:

---

BOARD ACTION TAKEN:

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 (9<sup>th</sup>) 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

Formatted: Superscript

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, undertakes and agreements, whether oral or otherwise.
17. **Amendments.** This Agreement may be amended only by an instrument in writing executed by both parties hereto.

DRAFT

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

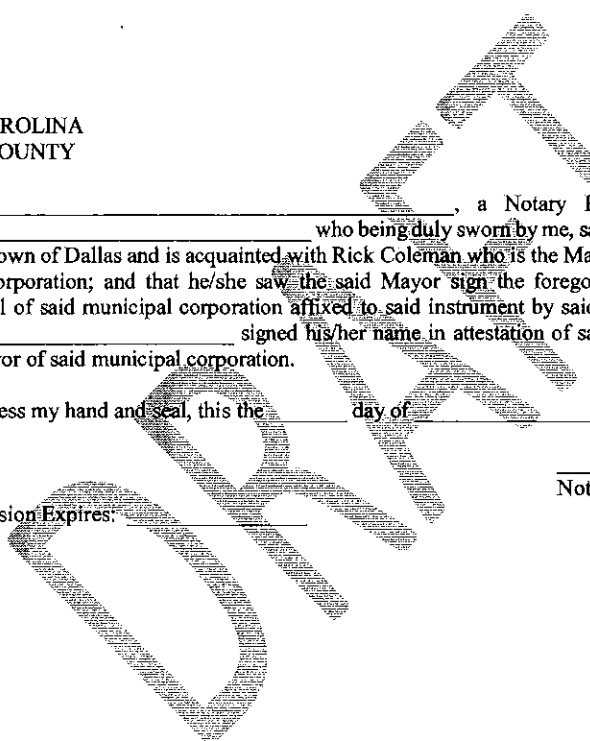
NORTH CAROLINA  
GASTON COUNTY

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: \_\_\_\_\_





**Standard Operating Instruction – UMT-0100.004****Name: Town of Dallas / City of Gastonia TRU Emergency Water Connection Valve Operation Protocol**

Prepared and Approved By:

Brian Potocki, TRU Utilities Maintenance Division Manager

Revision #: 0

Revision Date: 7/26/2018

Page 1 of 2

Pursuant to the emergency water service contract in place between Gastonia and Dallas, every attempt will be made by Gastonia's Two Rivers Utilities (TRU) to accommodate requests from Dallas to provide water. The emergency interconnect valves will be in the closed position until such time that a request has been made and approved for water to be provided.

A request for water flow **must be made by direct contact from Dallas to TRU Staff** by telephone conversation and email follow-up. Below are staff authorized by Dallas and TRU to make and respond to requests to operate the emergency interconnect. Staff should be contacted in this order. If a staff member is not able to answer, a voice mail is to be left and the next person on the list should be called immediately:

<b>Town of Dallas Authorized Personnel</b>			
<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Primary 1: James Robbins	Distribution & Collection Supervisor	M 704-913-0018 O 704-922-9961	jrobbins@dallasnc.net
Primary 2: Bill Trudnak	Public Works Director	M 704-860-3368 O 704-922-9961	btrudnak@dallasnc.net
Alternate1: W&S On-Call Staff	Assigned Personnel Varies	M 704-913-4328	N/A
Alternate 2: Zach Foreman	Water Plant Superintendent	M 704-913-4315 O 704-922-1309	zforeman@dallasnc.net
<b>Two Rivers Utilities Authorized Personnel – Standard Business Hours</b>			
<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Primary 1: Brian Potocki	Utilities Maintenance Div Mgr	O 704-866-6728 M 704-913-5267	brianp@tworiversutilities.com
Primary 2: Ron Cook	UM Asst Div Mgr- Systems Maintenance	O 704-866-6818 M 704-241-9126	ronc@tworiversutilities.com
Alternate1: Mike Bynum	Planning & Research Manager	O 704-866-6043 M 704-214-9138	mikeb@tworiversutilities.com
Alternate 2: Joe Albright	Public Utilities Director	O 704-869-1929 M 704-214-9039	joea@cityofgastonia.com
<b>Two Rivers Utilities Authorized Personnel – Nights, Weekends &amp; Holidays</b>			
Emergency Utility Dispatcher @ 704-867-7850			

**Process:**

1. **Dallas makes initial request:** Dallas will adhere to the flow limitations as listed in the most current version of the Emergency Water Agreement.
2. **TRU evaluates situation:** TRU staff will evaluate the current demands of water usage in its system, as well as any equipment failures, to ensure that water can be provided.
3. **TRU responds to Dallas:** TRU will respond to Dallas' request within one hour of TRU receiving the request, advising whether flow can be accepted and the time the interconnect valve(s) will be opened.
4. **TRU opens Valve:** TRU will open the valve(s) and notify Dallas. TRU staff opening the valve(s) will take the initial reading on all registers on the meters prior to opening the valve(s).
5. **Ceasing Water Use:** Dallas will notify TRU when the emergency water supply is no longer needed. During regular business hours, the valve(s) will be closed the same day as the notification by Dallas. If the request is made after regular business hours, the valve will be closed the next business day. Dallas can use their system valves to shut off the flow from the interconnection meters until TRUs valve(s) are closed. TRU staff closing the valve(s) will take the final reading on all registers on the meters prior to closing the valve(s).
6. **Periodic Testing:** To ensure the emergency interconnect valve remains in good working order, it will be tested at least twice per year. TRU staff shall coordinate this activity with Dallas staff at least one day in advance to ensure it is performed at a mutually convenient time.