

## MINUTES FOR BOARD OF ALDERMEN SPECIAL MEETING

August 20<sup>th</sup>, 2024

6:30 PM

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Marcus Fleming, Police Captain; Lanny Smith, Electric Director; Tom Hunn, Town Attorney; Bill Trudnak, Public Works Director; Zack Foreman, Assistant Public Works Director; and Anthony Smith, Development Services Director.

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

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

### **Approval of Agenda:**

Alderman Martin made a motion to approve the agenda, seconded by Alderman Milton and carried unanimously.

### **Approval of Minutes:**

Alderman Cloninger motioned to approve the minutes from the July 9<sup>th</sup> Regular Meeting & the July 30<sup>th</sup> Work Session, seconded by Alderman Martin and carried unanimously.

### **Recognition of Citizens:**

The Mayor opened the floor to the Recognition of Citizens.

Police Chief Robbie Walls awarded K9 Officer Hamby, Officer Campa and Officer Potter with their Intermediate Law Enforcement Certificates. These certificates are earned through the officers attending hundreds of hours of training and education.

Mike Fields of 1333 Philadelphia Church Road, congratulated the Town of Dallas Officers for doing a great job. Thanked Town Staff for all of their hard work during the Tropical Storm Debby, the National Night Out Event and Tools for School Event.

Starletta Hairston of 407 W. Main St. expressed gratitude and wanted to thank the first responders for being there for her and her family.

Curtis Wilson of 438 S. Gaston St. prayed over the Town.

Alderman Milton thanked Town Staff on their hard work during the Tropical Storm Debby. Thanked the Fire & Electrical Department for responding to a fallen tree incident at the First Baptist Church.

## **Old Business:**

### *Item 7A Discussion for Distressed Property – E. Main, S. College, E. Church*

Alderman Milton wants to address the Board concerns for distressed properties at the following addresses E. Main, S. College, E. Church, The Old Mill. See attached discussion from Alderman Milton. (Exhibit 7A 1-2)

Alderman Milton read over his attachment, spoke on how he wants the Town to look nice but we have distressed properties i.e. Old Mill. Find out the what is the intent of the property by the owners. Town Staff and Aldermen continued their discussion on the Old Mill property. No motion made.

### *Item 7B Town Property Acquisition*

Alderman Milton has presented the topic of Town property acquisition to bring to the Board of Discussion. See attached discussion from Alderman Milton. (Exhibit 7B 1-2)

Alderman Milton expressed the need to look into future property/land for Town Offices and Buildings. No motion made.

### *Item 7C Discussion - Vacant School Resource Officer Position – Request to Create Position*

Dallas Police Department currently has a vacant SRO position. Police Chief Walls would like to discuss his request to create the SRO position.

Alderman Cloninger made a motion to approve the SRO position, seconded by Alderman Milton and carried unanimously.

### *Item 7D Interlocal Agreement for Construction of Water Infrastructure*

On November 2024, the Town brought a draft interlocal agreement for review and approval before the board in reference to the water line project to High Shoals. Staff and the Town Attorney had reviewed the agreement. However; due to System Development Fees and the extent of the project, we have revised the contract for a final approval. High Shoals are agreeable to the changes as well, which were minor.

The changes from the original contract was:

- 1)The Town needed to insert some language about reserve capacity fees as Item B3 in the agreement
- 2)The Town changed the wordage in the first paragraph to state that the capacity charge would not go into effect until the completion and activation of the project is complete. (Exhibit 7D 1-6)

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

## **New Business:**

### *Item 8A System Development Fees- Raftelis Presentation*

In July 2017, the North Carolina General Assembly authorized public water and sewer systems to implement system development fees to provide for capital improvements in those systems. These fees must be calculated and prepared by a financial professional or licensed professional engineer. Dallas contracted with Raftelis to complete the analysis required to calculate system development fees for the water and sewer utilities. Representation from Raftelis will present information on the attached Dallas NC SDF Report. Implementation of these fees would be assessed for any new development and would be used to improve and expand the water and sewer infrastructure as growth occurs. Attached is G.S. 162A Article 8, which outlines the development, implementation, and maintenance of system development fees. Also attached is the report received from Raftelis containing the calculated system development fees for Dallas. To be considered for inclusion in the current FY 2024/2025 budget, the public comment period. (Exhibit 8A 1-21)

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

### *Item 8B Contract Award- ChargePoint*

On December 2022, the Town received word that we have been awarded the 2022 EEG Grant. The Town has until June 30, 2025 to complete this project in which the funds are budgeted in FY 2024/2025. This grant is a match of up to \$45,000 for an Electric Charging Station to be installed. The Town budgeted \$69,000 of expenditures to complete this project. We have gotten quotes from vendors on the State Contract, Sourcwell and local suppliers. We would like to proceed with: ChargePoint: 250 Express Station (62.5kW) with 2x Power Modules. 5-year Commercial Cloud Plan and a 5-year Warranty for a total of \$62,315.75. The two other quotes that we received, one was roughly \$9,000 higher on the same specs and the third quote was lower than ChargePoint, however; they did not have the 62.5kW unit, only a 60kW. (Exhibit 8B 1-8)

Alderman Martin made a motion to approve, seconded by Alderman Milton and carried unanimously.

## **Manager's Report:**

The Town Manager, Jonathan Newton, made the Board aware of the changes for the upcoming Cruise-In Event.

Alderman Martin made a motion to adjourn, seconded by Alderman Cloninger and carried unanimously (7:47).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

## Distressed Property – E. Main, S. College, and E. Church. The Old Mill

I am writing to respectfully request the addition of an agenda item for the upcoming Board of Aldermen meeting to address the distressed property located at the corner of E. Main, S. College, and E. Church (commonly known as The Old Mill). This property, in its current state, is a significant concern for our community, and it is imperative that we explore potential solutions and future plans.

Proposed Agenda Item: Addressing the Distressed Property at E. Main, S. College, and E. Church (The Old Mill)

### Rationale:

The Old Mill, situated at a key intersection in our town, has become an eyesore due to its present condition. The property features numerous broken windows and doors, graffiti, and general disrepair, which detracts from the aesthetic and economic appeal of our Central Business District.

### Key Points for Discussion:

#### 1. **Current Condition and Community Impact:**

- The dilapidated state of The Old Mill not only affects the visual appeal of our town but also poses potential safety hazards. The presence of broken glass and unsecured doors could lead to accidents and unauthorized entry, increasing the risk of vandalism and other criminal activities.

#### 2. **Property Owner's Intent:**

- It is crucial to ascertain the current intentions of the property owner regarding the future of The Old Mill. Understanding their plans will help us determine the best course of action for addressing this issue.

#### 3. **Potential for Development:**

- Given its strategic location, The Old Mill has significant potential for development that could contribute to the economic growth of our Central Business District. We should explore possibilities for attracting developers who recognize the value of this property and can transform it into an asset for the community.

### Potential Uses and Development Ideas:

#### - **Renovation and Adaptive Reuse:**

- The property could be renovated and repurposed for various uses such as a flea market, retail spaces, or community center. This would preserve the historical significance of the building while giving it a new lease on life.

- **\*\*New Construction:\*\***

- Another option is to demolish the existing structure and develop new constructions such as medium-rise apartments, townhomes, or condominiums. This would not only address the current blight but also provide much-needed housing and commercial space.

- **\*\*Economic and Community Benefits:\*\***

- Redeveloping this property can attract more visitors and businesses to our uptown area, enhancing its vibrancy and economic prospects. A well-thought-out development plan can transform this corner into a bustling hub, benefiting both residents and local businesses.

**Next Steps:**

1. **\*\*Property Owner Engagement:\*\***

- Initiate a dialogue with the property owner to understand their plans and express the town's concerns and aspirations for the site.

2. **\*\*Developer Outreach:\*\***

- Reach out to potential developers who might be interested in the property, highlighting the various possibilities for renovation or new construction.

3. **\*\*Community Input:\*\***

- Engage the community to gather input and ideas on the preferred use of the property, ensuring that any development aligns with the town's vision and needs.

I believe that addressing the distressed state of The Old Mill and exploring its potential for redevelopment is vital for the future growth and appeal of our Central Business District. I respectfully request that this item be included in the agenda for discussion at the next Board of Aldermen meeting.

Thank you for considering this request. I am available for further discussion and to provide any additional information that may be required.

Sincerely,

Frank L. Milton

Alderman

704-460-1360

## Town Property Acquisition

I respectfully request the addition of an agenda item for the upcoming Board of Aldermen meeting concerning the strategic acquisition of property to address current and future needs of our growing town. As we anticipate continued growth, it is crucial that we proactively consider our town's infrastructure, recreational, and governmental needs.

## Proposed Agenda Item: Strategic Property Acquisition for Town Growth and Development

### Rationale:

#### 1. **\*\*Immediate Need for Town Government Office Space:\*\***

- As our town continues to expand, the current office spaces utilized by the Town Government are increasingly becoming inadequate. To ensure that our municipal services are delivered efficiently and effectively, it is imperative to consider acquiring additional property that can accommodate the growing administrative demands.

#### 2. **\*\*Future Parks and Green Spaces:\*\***

- Green spaces and parks are vital for the well-being of our community. While developers often provide some green spaces, relying solely on them is insufficient for our future needs. Acquiring property specifically for parks and recreational use will ensure we have ample and well-planned green areas that enhance the quality of life for all residents.

#### 3. **\*\*Expansion of Parks and Recreation Department Facilities:\*\***

- Our Parks and Recreation Department will require more space as the town grows. The acquisition of property for outdoor amenities such as pickleball courts, playgrounds, and a park on the west side of town is essential. Additionally, planning for a new Parks and Recreation Center and a Government Center should be considered to meet the long-term needs of our community.

### Considerations:

#### - **\*\*Outdoor Pickleball Courts:\*\***

- There is a growing interest in pickleball, and providing dedicated courts will cater to this popular sport, promoting physical activity and community engagement.

#### - **\*\*Playgrounds and Equipment:\*\***

- Well-equipped playgrounds are necessary to offer safe and stimulating environments for our children. Strategic property acquisition will allow us to place these amenities in optimal locations throughout the town.

- **West Side Park:**

- The west side of town currently lacks sufficient park facilities. Acquiring property in this area for a park will ensure equitable access to green spaces for all residents.

- **Future Parks and Recreation Center:**

- As our town grows, so does the need for a centralized facility that can host various recreational activities and community events. Planning and acquiring land for a new Parks and Recreation Center is a forward-thinking step to meet future demands.

- **New Government Center:**

- To efficiently manage our growing population and administrative needs, a new Government Center will be essential. This center will centralize our municipal operations, providing improved access and services to our residents.

I believe that addressing these needs through strategic property acquisition will significantly benefit our town's future development and quality of life. I respectfully request that this item be included in the agenda for discussion at the next Board of Aldermen meeting.

Thank you for considering this request. I am available for further discussion and to provide any additional information that may be required.

Sincerely,

Frank L. Milton

Alderman

704-460-1360



THIS CONTRACT for the sale and purchase of water is made on of the 13<sup>th</sup> day of August 2024, by and between the TOWN OF DALLAS (hereinafter referred to as "Seller") and the CITY OF HIGH SHOALS (hereinafter referred to as "Purchaser"), effective upon the completion and activation of the water line project that connects the TOWN OF DALLAS water system to the CITY OF HIGH SHOALS water system.

WITNESSETH:

**WHEREAS** the Purchaser is a municipal corporation duly organized and existing under the laws of the State of North Carolina; and

**WHEREAS** the Seller is a municipal corporation duly organized and existing under the laws of the State of North Carolina; and

**WHEREAS**, the Purchaser, among its other functions, operates a water supply and distribution system serving water users within its boundaries, and is in need of an additional supply of treated water and

**WHEREAS** the Seller owns and operates a water supply and distribution system; and

**WHEREAS**, the Seller currently has available excess capacity of treated water sufficient to supply the request of the Purchaser as set forth in this contract and to satisfy the present and anticipated needs of its customers; and

**WHEREAS** the Seller desires to sell to Purchaser and Purchaser desires to buy from Seller a supply of potable water as set forth herein: and

**WHEREAS**, the Seller and the Purchaser have agreed upon certain terms regarding the sale of water as mentioned above, and now desire to set forth the terms of their agreement, as noted in the Memorandum of Understanding adopted by the governing boards of the Seller and Purchaser on, August 13<sup>th</sup>, 2024; and

**WHEREAS**, by motion adopted by the Town of Dallas Board of Alderman at its meeting on the 13th the day of August 2024, the sale of said water to the Purchaser as provided herein was approved, and the execution of this Contract by the Seller was duly authorized; and

**WHEREAS**, by motion adopted by the City of High Shoals Council Officers at its meeting on 13th the day of August 2024, the purchase of said water from the Seller as provided herein was approved, and the execution of this contract by Purchaser was duly authorized.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

## A. SELLER'S OBLIGATIONS:

- 1) (**Quality and Quantity**) Subject to the remaining provisions of this contract, Seller shall furnish to the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina, Rules Governing Public Water Systems, 15 NCAC 18C, in such quantity as may be required by the Purchaser not to exceed Two Hundred Thousand (200,000) gallons per day. The annual minimum is Thirty-Five Thousand (35,000) gallons per day, averaged over the preceding year or Twelve Million Seven Hundred Seventy-Five Thousand (12,775,000) gallons per year. For purposes of this Paragraph A.1, a "year" is defined as July 1st through June 30th. If Purchaser fails to purchase the required annual minimum, and no restrictions on the purchase of water have been imposed by Seller during such year, then Purchaser shall nevertheless be obligated to pay to Seller the difference between the amount paid by Purchaser for the water actually purchased during that year and the amount that Purchaser would have been obligated to pay had Purchaser purchased the 12,775,000 gallons minimum for the year.
- 2) (**Point of Delivery and Pressure**) Seller shall furnish water at a reasonably constant pressure from an existing main supply line owned by Seller. The point of delivery shall be at a meter facility owned by Seller. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure, supply, or water quality due to main supply line breaks, power failure, water source contamination, flood, drought, fire and use of water to fight fire, earthquake or other cause beyond the control of the Seller shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
- 3) (**Metering Equipment**) The metering equipment owned by Seller shall be read by Seller monthly. An appropriate official of the Purchaser shall have access at all reasonable times to the meter for the purpose of verifying its readings. Water sampling stations should be provided on both sides of the water meter. In case a dispute occurs between buying and selling water systems on water quality, samples can be collected from both sides of the purchase meter. Periodic sampling on each side of the meter shall be conducted by the Purchaser and Seller on their respective side of the meter, the cost of sampling shall be borne by sampling party.
- 4) (**Billing Procedure**) The Seller shall provide to the Purchaser, at the first of each month, an itemized statement of the amount of water furnished the Purchaser during the preceding month. Water bills are due within 15 days from the date of the current bill. Water bills are considered past due after 25 days from the date of the current bill. Late fees and penalties will apply based on the Seller's current fee schedule. If payment is not received by the Seller by the 15<sup>th</sup> of the following month, this shall constitute a material breach of this contract, and Seller may terminate this contract as provided in Paragraph C.6.

## B. PURCHASER'S OBLIGATIONS:

- 1) (**Rates and Payment Dates**) See above A.4 for payment dates and penalties. The initial bulk rate shall be \$5.15 per 1,000 gallons. The annual minimum total payout will be calculated using minimum gallons and the effective rate per 1,000 gallons for the effective fiscal year.

### a. ANNUAL RATE ADJUSTMENTS

- i. The Seller will annually adjust the rate per thousand gallons sold to the purchaser at the same percentage rate as its regular in-town rate paying customer.
  - ii. The Seller will adjust the annual minimum total payout at the same percentage rate of adjustment as its regular in-town rate paying customer. If regular in-town rates increase/decrease by a certain percentage, the minimum total payout will increase/decrease at the same percentage rate.
- 2) (**Water Availability**) For amounts above 200,000 gallons per any given day during this contract, the Purchaser will need to have availability approved in advance by the Town Manager of the Town of Dallas. In the event the Seller finds it necessary to go elsewhere to purchase water, which Seller then re-sells to Purchaser, the Purchaser agrees to pay ten percent (10%) above the Seller's cost or Purchaser shall have the option to suspend the contract until sufficient water is available.
- 3) (**Reserved Capacity Fees**) In order for the Purchaser to purchase capacity in, or reserve capacity supplied by, capital improvements or facilities owned by the Seller, the Purchaser will be assessed Reserved Capacity Fees by the Seller. As new development or increased services occur within the Purchaser's jurisdiction that will be served by water provided by the Seller, the Reserved Capacity Fees will be assessed on the Purchaser in amounts that would equal amounts charged under the Seller's System Development Fees if the new development or increased services had occurred within the Seller's jurisdiction.

**C. IT IS FURTHER AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:**

- 1) (**Term of Contract**) That this Contract shall extend for a term of Twenty (20) years from the date of adoption of this Contract between the Seller and Purchaser by both parties and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser and shall supersede any existing water purchase contract between the parties. This contract will automatically extend for One (1) additional Five (5) year term unless either the Seller or Purchaser within one hundred eighty (180) days of the renewal date decide to make changes to or terminate the contract. Any changes to or termination notice are only valid if received by the other party in writing. For clarification of the one hundred eighty (180) day rule, if the renewal date is July 1st, then any notice to change or terminate would have to be received by the other party on or before December 31st.
- 2) (**Emergency Services**) That Seller and Purchaser shall endeavor to provide such quantities of water each to the other as may be needed in the case of emergency water needs, such as water source contamination, production facility failure, natural disaster, or other catastrophe. The cost of such water shall be at the rate described in Paragraph B.1
- 3) (**Failure to Deliver**) The Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required under the terms of this Contract by the Purchaser. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Notwithstanding the foregoing, Seller retains the right to restrict the amount of water it furnishes under this contract. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished. The Purchaser shall, upon written notice from the Town Manager of the Town of Dallas, shall initiate water shortage conservation measures in accordance with the Seller's Ordinances and Plans.
- 4) (**Catastrophic Malfunction**) The seller shall not be liable for its failure to furnish water pursuant to the

terms of this Agreement in the event of a catastrophe, act of God, or a malfunction of its water system which interrupts the seller's ability to supply water pursuant to this Agreement.

- 5) **(Modification of Contract)**. That the provisions of the contract may be modified or altered by mutual written agreement of the parties.
  - a. *(Public Notice)* When violations affect purchase water systems, then the purchase water system is required to give public notice to its own customers by 15A NCAC 18C .1523. The City of High Shoals shall ensure delivery of said public notice to their customers and pay for said public notice.
- 6) **(Termination)** This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by applicable law. Termination of this contract shall not form the basis of any claim for loss of anticipated profits by either party.
- 7) **(Notices)**. Any notice required to be given hereunder by Seller to Purchaser shall be made by Seller in writing and mailed by first class mail, hand delivered, or transmitted by facsimile to the Mayor, City of High Shoals at the following address: Post Office Box 6, High Shoals, North Carolina 28077, or by facsimile to 704-735-5595. Notice shall be effective upon receipt. Any notices required to be given hereunder by Purchaser to Seller shall be made by Purchaser in writing and mailed by first class mail, hand delivered, or transmitted by facsimile to the Town Manager, Town of Dallas, 210 N. Holland Street, Dallas, North Carolina 28034; or by facsimile to 704-922-4701. Notice shall be effective upon receipt.
- 8) **(Regulatory Agencies)** This contract is subject to such rules, regulation, or laws as may be applicable to similar agreements in this State, and Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
- 9) **(Governing Laws)**. This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Gaston and the State of North Carolina.

It is understood and agreed to by the Seller and Purchaser that implementation his contract is totally dependent on construction/completion of the Project to extend Town of Dallas water infrastructure to serve the City of High Shoals, as noted in the Interlocal Agreement for Construction of Water Infrastructure between Gaston County, the Town of Dallas, and the City of High Shoals adopted August 13<sup>th</sup>, 2024. As also noted in that Agreement, this project is to be totally funded by Gaston County.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in duplicate counterparts, each of which shall constitute an original.

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Executed by the Town of Dallas this the 13<sup>th</sup> day of August 2024.

TOWN OF DALLAS

BY: \_\_\_\_\_  
Hayley Beaty, Mayor

ATTEST:

\_\_\_\_\_  
Lindsey Tysinger, Town Clerk

Executed by the City of High Shoals, this the 13<sup>th</sup> day of August 2024.

CITY OF HIGH SHOALS

BY: \_\_\_\_\_  
PJ Rathbone, Mayor

ATTEST:

\_\_\_\_\_  
Brandi Strange, City Clerk

Pre-Audit Certification

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

\_\_\_\_\_  
Town of Dallas Finance Officer

City of High Shoals Finance Officer

## 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." (2017-138, s. 1.)

### § 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. (2017-138, s. 1.)

**§ 162A-202:** Reserved for future codification purposes.

**§ 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. (2017-138, s. 1.)

**§ 162A-204:** Reserved for future codification purposes.

**§ 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 five 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. (2017-138, s. 1; 2018-34, s. 1(a).)

**§ 162A-206:** Reserved for future codification purposes.

**§ 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. (2017-138, s. 1.)

**§ 162A-208:** Reserved for future codification purposes.

**§ 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. (2017-138, s. 1.)

**§ 162A-210:** Reserved for future codification purposes.

**§ 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 this section.

(d) Except as otherwise provided in subsection (e) of this section, 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.

(e) If and to the extent that revenues derived from system development fees are pledged to secure revenue bonds or notes issued by a local governmental unit under the provisions of Article 5 of Chapter 159 of the General Statutes, such revenues may be deposited in such funds, accounts or subaccounts, and applied in such manner, as set forth in the bond order, resolution, trust agreement or similar instrument authorizing and securing such bonds or notes until all such revenue bonds or notes are no longer outstanding. (2017-138, s. 1; 2018-34, s. 2(a).)

**§ 162A-212:** Reserved for future codification purposes.

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

(a) Land Subdivision. – For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit at the later of either of the following:

- a. The time of plat recordation.
- b. When water or sewer service is committed by the local governmental unit.

(b) Other New Development. – For all other new development, the local governmental unit shall collect the system development fee at the earlier of either of the following:

- a. The time of application for connection of the individual unit of development to the service or facilities.
- b. When water or sewer service is committed by the local governmental unit. (2017-138, s. 1; 2018-34, s. 3(a).)

**§ 162A-214:** Reserved for future codification purposes.

**§ 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. (2017-138, s. 1.)



May 1, 2024

Mr. Jonathan Newton  
Finance Director  
The Town of Dallas  
210 N. Holland St  
Dallas, NC 28034

**Subject: 2024 System Development Fee Study Update**

Dear Mr. Newton:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed an evaluation to develop cost-justified water and sewer system development fees for fiscal year (“FY”) 2024 for consideration by The Town of Dallas (Town). This report documents the results of the analysis, which was based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.” The purpose of this report is to summarize Raftelis’ conclusion related to cost justified water and sewer system development fees.

The preparation of this report was developed by Raftelis for the Town based on a specific scope of work agreed to by both parties. The scope of Raftelis’ work consisted of completing a calculation of cost justified water and sewer system development fees using common industry practices and industry standards. We provide no opinion on the legality of the system development fees implemented by the Town. It is the responsibility of the Town to ensure compliance of the system development fees with North Carolina General Statute 162A Article 8 – “System Development Fees”. The scope of work does did not include any additional work other than the calculation associated with the system development fees, such as opinions or recommendations on the administration of these fees, the timing and use application of revenues from the collection of these fees, etc., as that is the responsibility of the Town.

In developing the conclusions contained within this report, Raftelis has relied on certain assumptions and information provided by the Town, who is most knowledgeable of the water and sewer system, its finances, etc. Raftelis has not independently verified the accuracy of the information provided by the Town. We believe such sources are reliable and the information obtained to be reasonable and appropriate for the analysis undertaken and the conclusions reached. The conclusions contained in this report are as of the stated date, for a specific use and purpose, and made under specific assumptions and limiting conditions. The reader is cautioned and reminded that the conclusions presented in this report apply only as to the effective date indicated. Raftelis makes no warranty, expressed or implied, with respect to the opinions and conclusions contained in this report. Any statement in this report involving estimates or matters of opinion, whether or not specifically designated, are intended as such, and not as representation of fact.

## Background

System development fees are one-time charges assessed to new water and/or sewer customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity costs from those using the capacity. North Carolina General Statute 162A Article 8 (“Article 8”) provides for the uniform authority to implement system development fees for public water and sewer systems in North Carolina and was passed by the North Carolina General Assembly and signed into law on July 20, 2017, and has been modified several times since its adoption. According to the statute, system development fees are required to be adopted in accordance with the conditions and limitations of Article 8. In addition, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ 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 to the consideration and selection of an approach appropriate to the circumstances and adapted as necessary to satisfy all requirements of the Article.
- Document and demonstrate 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.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.
- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than five years, nor more than 20 years.
- Use the gallons per day per service unit that the local government unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.

This letter report documents the results of the calculation of water and sewer system development fees for FY 2024 in accordance with these requirements. In general, system development fees are calculated based on (1) a cost analysis of the existing or planned infrastructure that is in place, or will be constructed, to serve new capacity demands, and (2) the existing or additional capacity associated with these assets. Article 8 is relatively explicit in the identification of infrastructure assets that may be included as part of the system development fee calculation, as the Article defines allowable assets to include the following types, as provided in Section 201:

*“A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or*

## The Town of Dallas, NC

*operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.”*

Therefore, the method used to calculate system development fees for the Town included system facility assets that satisfied this definition.

Article 8 references three methodologies that could be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods is included in the following paragraphs:

### Capacity Buy-In Method:

Under the Capacity Buy-In Method, a system development fee is calculated based on the proportional cost of each user’s share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

### Incremental Cost Method:

Under the Incremental Cost (or Marginal Cost) Method, a system development fee is calculated based on a new customer’s proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

### Combined Cost Method:

Under the Combined Cost Method, a system development fee is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

The Buy-In method was used to calculate the water and sewer system development fees for the Town, since in general, the Town’s existing water and sewer treatment facilities have enough capacity to accommodate anticipated future growth over the near term, and the capital improvements projects are not adding any additional capacity to serve new customers. The following steps were completed to calculate the fees under the Buy-In Method:

1. The replacement value of existing system facilities was calculated, and adjustments were made to derive a net replacement value estimate in accordance with Article 8. Adjustments to the calculated replacement value included deducting accumulated depreciation, developer contributions, and a portion of outstanding debt.
2. The unit cost of system capacity was estimated by dividing the calculated system value from step 1 by the total treatment capacity of the system.

## The Town of Dallas, NC

3. The amount of capacity assumed to be demanded by one service unit of new development was identified. One equivalent residential unit (“ERU”) was defined as the smallest service unit of new development.
4. The system development fee for one service unit of development was calculated by multiplying the cost per unit of system capacity by the capacity associated with one ERU, as defined below.
5. The calculated system development fee for one ERU was scaled for meter sizes.

# Calculation of System Development Fees

## Step 1 – Estimate the System Value and Apply Adjustments

A listing of fixed assets provided by the Town, as of June 30, 2023, was reviewed and each individual asset was categorized into one of the categories shown in Table 1.

**Table 1. Fixed Asset Categories by System**

<b>Water System</b>	<b>Sewer System</b>
Building	Building
Distribution	Distribution
Equipment	Equipment
Land	Land
Water Plant	Sewer Plant
Non-Core Assets (Vehicles/Equipment)	Non-Core Assets (Vehicles/Equipment)

Next, the replacement value of existing assets in allowable categories was estimated. Each asset’s original cost, as contained in the fixed asset listing provided by the Town, was escalated to 2023 dollars based on the year the asset was purchased and the corresponding escalation factor for that year. Escalation factors for each year were developed using the Handy-Whitman Index (“HWI”) for the South Atlantic Region, which provides an annual index value representing the relative change in costs for each year from 1908 to 2023. Using the HWI to estimate an asset’s current replacement cost is an industry accepted method by which to value system facilities.

The replacement costs of the assets were adjusted by their indexed accumulated depreciation to derive the replacement cost new less accumulated depreciation (“RCNLD”) amounts. The estimated RCNLD values for water and sewer system assets allowable under Article 8 are summarized in Table 2.

As shown in Table 2, the RCNLD value of the water system was estimated to be approximately \$13.2 million, and the RCNLD value of the sewer system was estimated to be approximately \$4.0 million. Several additional adjustments were made to the estimated water and sewer system RCNLD values in accordance with Article 8, which included adjustments for developer contributed assets, grant funded assets, and a portion of outstanding debt, as described below.

### Excluded Assets

The fixed assets were reviewed to identify non-core assets such as meters, equipment, and vehicles, which are not allowable under Article 8. The listing of fixed assets was also reviewed to identify assets that were contributed, or paid for, by developers or grant funded. Based on discussions with Town staff, the Town has historically expanded water and sewer infrastructure and not taken over any assets from developers. This policy recently changed but no developer contributed assets have been assumed by the Town as of the date of this analysis. However, there was one grant funded asset identified by the Town, which was removed, as shown below.

**Table 2. Water and Sewer System Value**

<b>Description</b>	<b>Water</b>	<b>Sewer</b>
Eligible Assets (RCNLD)	\$13,180,655	\$4,005,468
Less: Contributed/Grant Funded Capital	(\$75,000)	
Less: Non-Core Assets	(\$247,514)	(\$326,478)
<b>System RCNLD</b>	<b>\$12,858,141</b>	<b>\$3,678,990</b>

Debt Credit

Article 8 specifies that the buy-in calculation should be determined using generally accepted methods, including the consideration of debt credits and other generally accepted valuation adjustments. The debt credit is applied to reflect that a portion of the outstanding debt associated with the system facilities will be repaid with water and sewer user charges and a portion will be repaid with system development fee revenues. An adjustment was made to prevent recovering the cost of the assets twice, once when assessing system development fees for new customers, and then again when these customers pay user charges. For the water and sewer systems, the total credit is the current outstanding principal for the water system debt. There is no current outstanding debt for the sewer system.

**Table 3. Debt Credit**

<b>Description</b>	<b>Water</b>	<b>Sewer</b>
System RCNLD	\$12,858,141	\$3,678,990
Less: Outstanding Principal	(\$2,114,185)	
<b>Net System Value</b>	<b>\$10,743,956</b>	<b>\$3,678,990</b>

*Step 2 – Calculate the Unit Cost of System Capacity*

The cost per unit of system capacity was calculated by dividing the adjusted system values (derived in Step 1) by the water and sewer system capacities. The treatment capacity of the water system is currently 1 million gallons per day (“MGD”). Therefore, the cost per unit of system capacity for the water system was calculated to be \$10.74 per gallon per day (\$10,743,956 ÷ 1 MGD).

The treatment capacity of the sewer system is 0.6 MGD. The treatment capacity of the sewer system is currently 0.6 million gallons per day (“MGD”). Therefore, the cost per unit of system capacity for the sewer system was calculated to be \$6.13 per gallon per day (\$3,678,990 ÷ 0.6 MGD). The calculations are provided in 4.

**Table 4. Calculation of Water and Sewer System Development Fees Unit Cost**

<b>Description</b>	<b>Water</b>	<b>Sewer</b>
Net System Value	\$10,743,956	\$3,678,990
System Capacity (MGD)	1.0	0.6
<b>Unit Cost of Capacity (\$ / gallon per day)</b>	<b>\$10.74</b>	<b>\$6.13</b>



## The Town of Dallas, NC

### Step 3 – Estimate the Amount of Capacity Per Service Unit of New Development

Section 205 of Article 8 states that the system development fee calculation “...use the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.” The Town uses the North Carolina Administrative Code 15A NCAC 02T.0114 Wastewater Design Flow Rates to define the level of demand associated with a typical, or average, residential customer, which was recently updated to 75 gallons per day per bedroom. A three-bedroom home was assumed which results in 225 gallons per service unit.

### Step 4 – Calculate the System Development Fee for One ERU

The system development fee for one ERU was calculated by multiplying the unit cost of capacity from Step 2 by the capacity demanded by one ERU from Step 3. The calculations are shown in Table 5.

**Table 5. Calculation of Water and Sewer System Development Fees per ERU**

Description	Water	Sewer
Cost per Unit of Capacity (GPD)	\$10.74	\$6.13
Daily ERU (in GPD)	225	225
<b>Calculated System Development Fee per ERU</b>	<b>\$2,417</b>	<b>\$1,380</b>

### Step 5 – Scaled System Development Fees

The system development fees for various categories of demand associated with non-residential customers were scaled using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges, as shown in Table 6.<sup>1</sup>

The water and sewer system development fees shown in Table 6 represent the maximum cost-justified level of system development fees that can be assessed by the Town per Article 8. If the Town chooses to assess fees that are less than those shown in the tables, the adjustments need to be reflected consistently across all categories of demand.

**Table 6. Maximum Cost-Justified Water and Sewer SDF**

Meter Size	Capacity Ratio	Water Fee	Sewer Fee	Total
¾”	1.00	\$ 2,417	\$ 1,380	\$ 3,797
1”	1.67	\$ 4,028	\$ 2,300	\$ 6,328
1.5”	3.33	\$ 8,057	\$ 4,600	\$ 12,657
2”	8.33	\$ 20,142	\$ 11,500	\$ 31,642
3”	16.67	\$ 40,283	\$ 23,000	\$ 63,283
4”	33.33	\$ 80,567	\$ 46,000	\$126,567
6”	53.33	\$ 128,907	\$ 73,600	\$202,507
8”	93.33	\$ 225,587	\$ 128,800	\$354,387
10”	183.33	\$ 443,117	\$ 253,000	\$696,117

<sup>1</sup> Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table VII.2-5 on p. 338.

**The Town of Dallas, NC**

We appreciate the opportunity to assist the Town of Dallas with this important engagement. Should you have questions, please do not hesitate to contact me at 704-936-4436.

Very truly yours,

A handwritten signature in black ink that reads "Elaine Conti". The signature is written in a cursive, flowing style.

Elaine Conti,  
Executive Vice President

RAFTELIS FINANCIAL CONSULTANTS, INC.

# Town of Dallas

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## System Development Fee Study

August 13<sup>th</sup>, 2024



# **What Are System Development Fees**

One-time charge assessed against “new development” as a way to pay for “facilities” needed to support growth or to recoup costs for existing facilities.

# Process to Adopt Fees

Calculate System Development Fees Based on Written Analysis

*Ratification of House Bill 436 – “An Act to provide for uniform authority to implement system development fees for public water and sewer systems in North Carolina...”*



## Post on Website

45 days prior to consideration of adoption, post written analysis on Web site and solicit written comments



## Written Comments

Preparer to consider written comments



## Public Hearing

Conduct public hearing to adopt fees



## Publish Fees

Publish fees in annual budget, rate plan, or ordinance

# Allowed Methodologies for Fee Calculation



## Buy-In Approach

- Focuses on existing facilities with available capacity to serve new customers
- Analysis based on fixed asset records

## Incremental/ Marginal Cost Approach

- Focuses on additional facilities required to meet anticipated growth
- Analysis based on capital improvement plan

## Combined Approach

- Focuses on existing facilities with some available capacity to serve new customers
- And on additional facilities required to meet some anticipated growth

# System Development Fee

	WATER (Buy-In Approach)	SEWER (Buy-In Approach)
Existing Fixed Assets (RCNLD)	\$13.18M	\$4.01M
Less: Excluded assets (grant funded)	-\$0.08M	
Less: Excluded assets (equipment, etc.)	-\$0.25M	-\$0.33M
Less: Outstanding Debt	<u>-\$2.11M</u>	<u>          </u>
<b>= Net System Value</b>	<b>\$10.74M</b>	<b>\$3.68M</b>

RCNLD = Replacement cost new less depreciation

# System Development Fee

	WATER	SEWER
<b>Net System Value</b>	<b>\$10.74M</b>	<b>\$3.68M</b>
<i>Divided by capacity of system (MGD)</i>	1.0	0.6
= Unit cost of capacity (\$ / gallon per day)	\$10.74	\$6.13
<i>Multiplied by daily equivalent residential unit (ERU) water use (gallons per day)</i>	225	225
<b>= Calculated System development fee per ERU</b>	<b>\$2,417</b>	<b>\$1,380</b>

MGD = Millions gallons per day



# Water and Sewer SDFs by Meter Size

Meter Size	Existing Water SDF	Calculated Water SDF	Existing Sewer SDF	Calculated Sewer SDF	Existing Combined SDF	Calculated Combined SDF
3/4"	\$ 1,794	\$ 2,417	\$ 1,745	\$1,380	\$ 3,539	<b>\$3,797</b>
1"	\$ 2,989	\$ 4,028	\$ 2,908	\$2,300	\$ 5,897	<b>\$6,328</b>
2"	\$ 5,979	\$ 8,057	\$ 5,816	\$4,600	\$ 11,795	<b>\$12,657</b>
3"	\$ 14,946	\$ 20,142	\$ 14,540	\$11,500	\$ 29,486	<b>\$31,642</b>
4"	\$ 29,893	\$ 40,283	\$ 29,079	\$23,000	\$ 58,972	<b>\$63,283</b>
6"	\$ 59,786	\$ 80,567	\$ 58,159	\$46,000	\$117,945	<b>\$126,567</b>
8"	\$ 95,657	\$ 128,907	\$ 93,054	\$73,600	\$188,711	<b>\$202,507</b>
10"	\$ 167,400	\$ 225,587	\$ 162,845	\$128,800	\$330,245	<b>\$354,387</b>
12"	\$ 328,822	\$ 443,117	\$ 319,874	\$253,000	\$648,696	<b>\$696,117</b>

The water and sewer system development fees shown represent the maximum cost justified level of SDFs that can be assessed per Article 8.



# Thank you!

**Contact:**

Elaine Conti

704 936 4436 / [econti@raftelis.com](mailto:econti@raftelis.com)



**Raftelis is a Registered Municipal Advisor within the meaning as defined in Section 15B (e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule).**

However, except in circumstances where Raftelis expressly agrees otherwise in writing, Raftelis is not acting as a Municipal Advisor, and the opinions or views contained herein are not intended to be, and do not constitute “advice” within the meaning of the Municipal Advisor Rule.

MEMORANDUM

Date: 8/6/2024

To: Jonathan Newton, Town Manager

From: Willie Smith, Electrical Director

Subject: Motion to award contract to Chargepoint for a 250 Station (62.5kW) Charging Station.  
Three quotes were received.

Recommendation: Town staff recommends the Board of Alderman to approve the contract to Chargepoint, for a total of \$62,315.75.

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Willie Smith, Electrical Director

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Jonathan Newton, Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*1211

### North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into the **Date of the Last Signature** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF DALLAS** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Article 3 - The Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
  - e. Certification of No Overdue Tax Debts (Attachment E)
  - f. Grantee's Conflict of Interest Policy (Attachment F)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from the **Date of the Last Signature** to **June 30, 2025**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan, or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

**GRANT CONTRACT NO. 65020VW  
DC FAST EXISTING SITE PROJECT**

- b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. Comply with the requirements of North Carolina Administrative Code 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of the Notice of Certain Reporting and Audit Requirements (**Attachment D**).
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions, and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions, and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions, and requirements.

**6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to North Carolina ~~G.S. 143B-1361~~ (a), G.S. 143-48 and ~~G.S. 143-128.4~~, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

**7. Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**8. Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **FOURTY-FIVE THOUSAND DOLLARS (\$45,000)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipts	VW -- DC FAST EXISTING SITES PROGRAM	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$45,000	1602	536989	2350-3533

**GRANT CONTRACT NO. 65020VW  
DC FAST EXISTING SITE PROJECT**

*Grantee Matching Information:*

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$12,785**, which shall consist of:

	In-Kind	\$
	Cash	\$12,785
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$57,785**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
  - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Marla Stroupe Town of Dallas 210 North Holland Street Dallas, NC 28034 Telephone: (704) 922-3176 Email: mstroupe@dallasnc.net	Dave Willis Department of Environmental Quality 217 West Jones Street Raleigh, NC 27699 Telephone: (919) 733-1482 Email: Dave.Willis@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - In the event the Grantee or any subcontractor of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to North Carolina G.S. 143-133.3, G.S. 143-59.1, G.S. 143-59.2 or G.S. 147-86.60.
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders, and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- Section 18 of the Federal Water Pollution Control Act Amendments of 1972.



**GRANT CONTRACT NO. 65020VW  
DC FAST EXISTING SITE PROJECT**

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes (Article 2 - Verification of Work Authorization), including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

GRANT CONTRACT NO. 65020VW  
DC FAST EXISTING SITE PROJECT

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

TOWN OF DALLAS

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By Maria Stroupe  
Subgrantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

MARIA STROUPE, TOWN MANAGER  
Printed Name and Title

Tommy Kirby, Purchasing Director  
Printed Name and Title

TOWN OF DALLAS  
Organization

Financial Services Division, Purchasing and Contracts Section  
Division/Section

1-31-2023  
Date Signed

\_\_\_\_\_  
Date Signed

ORIGINAL

MEMORANDUM

Date: 8/6/2024

To: Jonathan Newton, Town Manager

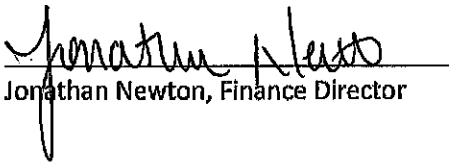
From: Willie Smith, Electrical Director

Subject: Motion to award contract to Chargepoint for a 250 Station (62.5kW) Charging Station.  
Three quotes were received.

Recommendation: Town staff recommends the Board of Alderman to approve the contract to Chargepoint, for a total of \$62,315.75.



Willie Smith, Electrical Director



Jonathan Newton, Finance Director