

**Town of Dallas Board of Aldermen Regular Meeting**  
**Dallas Historic Courthouse, 131 N. Gaston St. Dallas**  
**Tuesday, June 10<sup>th</sup>, 2025 6:00 PM**

Hayley Beaty, Mayor  
Frank Milton  
Hoyle Withers

Sam Martin, Mayor Pro-Tem  
Jerry Cearley  
Alan Cloninger



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- 1. Invocation and Pledge of Allegiance to the Flag**
  - 2. Motion to Approve Agenda with Additions or Deletions**
  - 3. Motion to Approve Minutes**
    - A. May 13<sup>th</sup> Minutes, May 27<sup>th</sup> Work Session Minutes
  - 4. Recognition of Citizens: Time set by Mayor**
    - A. North Gaston High School Class of 1975 Proclamation 10
  - 5. Motion to Approve Consent Agenda**
    - A. Budget Amendment for Duke Power Coal Ash Charge 11
    - B. Budget Amendment for Duke Power True Up 13
    - C. Budget Amendment for W/S Fund 15
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    - F. Award Contract for Comprehensive Parks and Recreation Master Plan 21
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  - 10. Manager's Report**
  - 11. Adjourn**

## **MINUTES FOR BOARD OF ALDERMEN MEETING**

**May 13<sup>th</sup>, 2025**

**6:00 PM**

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Brittany Beam, Town Planner; Willie Smith, Electric Director.

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

Mayor Beaty opened with the Invocation led by Alderman Milton and the Pledge of Allegiance to the Flag.

### **Approval of Agenda:**

Alderman Withers made a motion to approve the agenda with addition of Item 8D – Discussion of Power Bills, seconded by Alderman Martin and carried unanimously.

### **Approval of Minutes:**

Alderman Cloninger motioned to approve the minutes from the April 8<sup>th</sup> Meeting Minutes, and the April 22<sup>nd</sup> Special Meeting Minutes, seconded by Alderman Cearley and carried unanimously.

### **Recognition of Citizens:**

The Mayor opened the floor for the Recognition of Citizens and Public Comment.

Dr. Duncan, of Carr Elementary School, presented the Students of the Month.

Mike Fields, of 1333 Philadelphia Church Road, first of all, I would like to also thank Dr. Duncan and the Carr School Staff, and all of the educators across the county. I would like to thank Mayor Beaty at the last meeting I mentioned a problem that a Veteran had brought to me, and that he had no help from anyone he reached out to after calling to make a couple suggestions and he did not get his calls returned. I talked to Mayor Beaty and the next morning he got a call. This is greatly appreciated. I would like to comment on the events this past Saturday. There were five events in and around Dallas. A large wedding, the ride in for Bo Rhyne, Confederate Memorial Day, Houston Patterson memorial game at W.C Friday and the first summer concert. All of the agencies involved did an amazing job, I don't think anything was out of place and everything was handled great. With the rain yesterday, there was a tremendous amount of rain that came down and all the storm drains appeared to be clear. The Town employees were doing a great job of keeping things clear and getting trash picked up. It's a great group of people that work for the Town. Fire, Rescue and Police Departments are all outstanding, and in a community like ours that says a lot. And I would like to give a big shout out, I saw the pictures of staff trying to mail out utility bills with all hands-on deck. I know it's a huge problem for people who haven't gotten their utility bills, but its an even bigger problem for you all. We really

appreciate it. I would also like to mention that Memorial Day is two weeks from yesterday. Thank you all.

Curtis Wilson, 438 S. Gaston Street, thanked Alderman Milton for praying over us, and prayed over Town as well.

### **Consent Agenda:**

#### ***Item 5A – Erosion Control Ordinance***

This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively.) This agreement allows the County to implement and enforce their Erosion Control program on behalf of the Town of Dallas. This agreement allows Gaston County to enforce the Soil Erosion and Sedimentation Control Ordinance within the municipal boundaries, ensuring consistent oversight of construction activities that disturb land. (Exhibit 5A 1-4)

#### ***Item 5B – Stormwater Ordinance***

This interlocal agreement will replace the current interlocal agreement we signed with the County in 2007 (set to renew each year consecutively.) This agreement allows the County to implement their Stormwater ordinance within Town Limits. This agreement is between Gaston County and participating municipalities, allowing the County to provide plan review, permitting, and enforcement services for the post-construction portion of the Gaston County Stormwater Ordinance within the municipality's limits. (Exhibit 5B 1-4)

#### ***Item 5C – National Public Works Week Proclamation***

Mayor Beaty read the proclamation for National Public Works Week. (Exhibit 5C-1)

#### ***Item 5D – Award Contract for Dallas/Stanley Sewer Force Main Replacement***

Requests for Proposals were sent out for Dallas/Stanley Force Main as a rebid due to the fact that the original bids in 2022/2023, the town did not have the funding to complete the force main portion of this project without another grant funding. Bids were opened on February 28, 2025. Ed Wallace Construction Inc. were the lowest, responsible, responsive bidder at \$1,178,835.50. Attached is the bid sheet and recommendation letter to award the bid. (Exhibit 5D 1-2)

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

### **Public Hearings:**

*No Public Hearings*

## **Old Business:**

### ***Item 7A – Ordinance for Surplus Sale***

At the April Work Session, it was asked to bring back some examples of items to be sold. As mentioned, there are only a few items currently; however, there will be more as Public Works is currently cleaning up around the facility. Items in bulk like, fire hydrants, water meter parts, etc. that are old and outdated are items in which the Town would surplus. Currently, we have a generator, utility truck and a trailer to be sold. The utility truck, would more than likely go onto Gov Deals, as the plan would be to keep vehicles listed on there instead of surplus sale. The Generator's FMV would be between \$5,000 to \$6,000, Utility Truck around \$10,000 to \$16,000 and utility trailer would be relatively small. Again, pricing would be based on FMV looking at other places online, gov deal, etc. to find similar prices for said items. Lastly, to mention, this isn't something new. Governments all over the state have this policy in place. It was created to give local governments more leisure to get rid of surplus property instead of piling years and years of personal property on Town facilities. Article 12 of NC G.S Chapter 160 A allows for different methods of sales for surplus items. One being an ordinance to authorize a designee to be able to surplus and personal property owned by the Town of Dallas as long as: The item of group of items has FMV of less than \$30,000; The property is no longer necessary for the conduct of public business; and Sound property management principles and financial considerations indicate that the interest of the Town of Dallas would best be served by disposing of the property. (Exhibit 7A 1-2)

Alderman Cloninger – Questioned if we would bring it to the Board each time we needed to list/sale something.

Town Manager – Stated that can be option A or option B anything under \$30,000 we can sell.

Mayor Beaty – Reinforced to the citizens and Board that they made the decision to hire Mr. Newton as our Town Manager and she trusts in him to use good judgment and make the right decisions regarding matters.

Alderman Cloninger made a motion to approve the Ordinance for Surplus Sale, seconded by Alderman Milton and carried unanimously.

## **New Business:**

### ***Item 8A – Planning Board Seat***

The Planning Board currently has one vacant seat. Following discussions at the Planning Board Meeting on April 17<sup>th</sup>, both the Planning Board and Staff recommend that the current alternate #1, William Hairston, be appointed to fill this vacancy. Mr. Hairston has proven to be an active and valuable member of the Planning Board since his appointment as an alternate in July 2024. Mr. Hairston's current term expires in July 2027. The appointment will result in both alternate seats remaining vacant, which we aim to fill in the near future.

Alderman Milton – Asked who left the Planning Board for us to have an open seat, and is the Board allowed to make nominations for Alternates.

Alderman Cloninger – Asked Staff how we advertise for openings for the alternates.

Town Planner – Advised the Board that Thomas Smith resigned from his seat on the Planning Board and no longer is a citizen of Dallas. She also explained that anyone interested or anyone nominated can reach out to her or Mr. Newton with questions or to obtain an application. She also informed the Board that we have advertised for Planning Board seats on the EVM sign at the courthouse as well as on our social media.

Alderman Martin made a motion to approve the appointment of Mr. Hairston from the alternate #1 position to the vacant Planning Board seat, seconded by Alderman Milton.

#### ***Item 8B – Resolution to Accept Funding for SL 2023 – 124***

To go along with the budget amendment for the Capital Project Fund, due to the bids coming in higher than expected, the Town had to submit a revision for funding for the SL 2023 – 124 WS Appropriations Grant. As with most grants, the Town Board will need to accept a resolution for the funding offer of \$1,239,451. (Exhibit 8B-1)

Alderman Martin made a motion to approve and adopt the resolution of the revised SL 2023 – 134 WS Grant, seconded by Alderman Milton and carried unanimously.

#### ***Item 8C – Budget Amendment WS Appropriation Project***

In June of 2024, staff created four Grant Project Ordinances for Fiscal Year 2023-2024. Due to the bids coming in higher for the WS Appropriation grant of \$2,000,000 for the Force Main, an amendment is needed to proceed with the project. The lowest bid was \$1,178,835.50 with an additional 60,615.50 for Diamond Engineering for a total of \$1,239,451. Original Project Ordinance was for \$840,800, an amendment is attached for an additional \$398,651. All of which are covered under a SL2023-134 Appropriations Grant. (Exhibit 8C-1)

Town manager presented.

Alderman Cloninger made a motion to approve the amendment for the increase in cost for the Capital Project Ordinance for the Force Main, seconded by Alderman Martin and carried unanimously.

#### ***Item 8D – Discussion of Power Bills***

A discussion was had between Board and Staff regarding the issues with Power Bills not being mailed/received in a timely manner. Citizens have had concerns and complaints regarding this matter. Alderman Milton expressed a solution needs to be found whether it be in house mailing, another company to do outsourced billing. Staff informed the Board that we were informed last Friday evening that the PMSI company we used for billing had went out of business with no

warning. Finance Director, Kristin Boone thanked all staff between Electric Department, Police Department, Code Enforcement, Planning, Public Works Department, Meter Readers, Administration for all the efforts in helping get the bills out on Friday and Monday. It took 18 people to do almost 4,000 bills. Mayor Beaty and Staff discussed the issue, and a decision was made to bring this back to the next work session for discussion of pros and cons on in house billing and outsourcing.

**Mayor's Report:**

Mayor Beaty thanked all of the Staff and explained how proud she is of our Town. She made notice of local business owners cleaning up their properties, as well as recognizing new businesses around the Court Square. Asked if pressure washing sidewalks around the Town and Court Square is something Public Works can work on in different stages. Downtown being the main focus initially.

**Manager's Report:**

Mr. Newton informed the Board that June 13<sup>th</sup> will be the adoption of new budget.

Alderman Cloninger informed attendees that May 16<sup>th</sup>, 2025 is the Parkwood Police Memorial Wreath Laying Ceremony if anyone was interested in participating and even in support of one of our own, Kate Self. He also brought recognition to the Gaston College girls softball team on making it to the World Series in Arizona. The softball team went 59-3 and one of their plays made it on ESPN recognizing Dallas. They are doing a fundraiser for the girls to get there and donations can be made directly to Gaston College in memo of World Series.

Alderman Cloninger made a motion to adjourn, seconded by Alderman Milton and carried unanimously (6:53pm).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

## **MINUTES FOR BOARD OF ALDERMEN SPECIAL MEETING**

**May 27<sup>th</sup>, 2025**

**5:00 PM**

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Bill Trudnak, Public Works Director; Lindsey Tysinger, Town Clerk; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Earl Withers, Fire Chief; Alex Wallace, Parks and Recreation Director; Patrick McSwain, Admin. Assistant/Cemetery Superintendent, and David Lingafelt, Code Enforcement.

Mayor Beaty called the meeting to order at 5:00 pm.

Mayor Beaty opened with the Invocation led by Alderman Milton and the Pledge of Allegiance to the Flag.

Mayor Beaty asked if there were any additions or deletions to the agenda. Alderman Milton made a motion to approve the agenda, seconded by Alderman Martin and carried unanimously.

### **New Business:**

#### **Item 3A - Town Cemetery/Ordinance Discussion**

Recently, the Town has received some input in regards to our ordinances for the Town owned cemetery. Attached is the current ordinances for review to see if these are still relevant or if any changes need to be made.

Town Manager presented. Patrick McSwain went into discussion on the cemetery ordinance and the current issues that have come up pertaining to the cemetery. Alderman Cloninger would like to see a new cemetery ordinance at the next work session in either July or August. Mayor Beaty mentioned Patrick and Tom to work together on the ordinance. (Exhibit 3A 1-2)

#### **Item 3B - 90.01 – Chickens Ordinance Discussion**

David Lingafelt with Code Enforcement would like to discuss a potential text amendment to allow chickens in the Town Ordinance. The amendment would allow for the keeping of domesticated chickens within town limits under specific regulations and permitting conditions.

Town Manager presented. David answered questions the Board asked pertaining to the proposed text amendment. The Board questioned how many chickens are allowed, is it per acreage. The Board suggested bringing back the proposed text amendment to the next Board meeting to initiate the next steps. (Exhibit 3B 1-2)

### **Item 3C - Stroupe Rezoning Z-2025-01**

Laura Stroupe have submitted a conventional rezoning petition to rezone parcel 132160 from B-3 to BC-1 for purposes of leasing out to more business ventures. At the meeting on April 17th, the Planning Board voted to send a recommendation to the Board of Aldermen to approve the rezoning request, along with statements of consistency and reasonableness for the rezoning. All supporting documentation for the application is attached, including minutes from the Planning Board meeting, staff report, LOi, list adjacent property owner(s) with notice, and consistency statements.

Town Manager presented, if all Board is in favor then Staff will bring back for a Public Hearing on July 8<sup>th</sup>. Alderman Martin asked will this zoning allow something that if the groomer does not work, that we are not in favor of if. Town Manager Newton presented a list of allowed used for the current zoning and the request zoning to the Board. Board directed Staff to bring the rezoning back to the July 8<sup>th</sup> Meeting for a Public Hearing. (Exhibit 3C 1-11)

### **Item 3D - FY 2026 Budget Discussion**

The proposed fiscal year 2026 budget documents were sent to the Board Friday, May 16th, 2025. At this time, the Town Manager would like to answer any final questions or concerns prior to the Budget Adoption in June.

Town Manager presented. The Board and Staff discussed any concerns about the upcoming budget. A Public Hearing will be held June 10<sup>th</sup> for adoption.

### **Item 3E - Hydrant Policy Discussion**

Recently, the Town has received numerous requests for water from our fire hydrants for multiple uses. Previously, we had one hydrant located at the warehouse, in which a user would come and fill up their equipment/container and the Town would invoice them, at a bulk rate of \$5.15. Due to the increase in users, staff is proposing the attached Hydrant Use Policy for review and hopefully approval at the next regular board meeting. (Exhibit 3E 1-3)

The Board and Staff discussed the hydrant policy and how the policy is implemented to protect the Town's water flow and prevents hydrant hook up without a permit. The Hydrant Policy will be brought back for vote at next Board Meeting.

### **Item 3F - Utility Billing Printing/Mailing Options**

Due to the Town's third-party postage company going out of business, town staff are now working on other options for the utility bills each month. At the May board meeting, it was mentioned to look as well, at what the cost would be to bring this in house. Attached you will find a projected cost breakdown for in-house printing vs outsourcing the utility bills. (Exhibit 3F-1)



The Board and Staff discussed the options provided. The Board would like Staff to go with the outsourcing option and to take away late notices, reiterate to the residents of no longer sending out late notices but the late fee will still be in effect.

### ***Mayor's Report***

Mayor Beaty – Thankful for Staff for hanging the Gaston College signs. Our Police and Rescue Squad worked at the Graduation, it was nice to see our people there. The Gaston College Rhinos women's softball team made it to the final four and did a good job.

### ***Manager Report***

Jonathan Newton – New Planning Director starting this coming Monday, his name is Stuart, is from the City of Charlotte. A Few months back we had a citizen from Summey Knoll regarding speed humps, I have since given him the policy and petition to fill out. Step one in the policy he has done the petition, and the petition has gotten 75% of the residents to sign the petition. So now we are at step two where police will do a traffic study, then Staff will get together to figure out sketch plans. Newton explained that the Town Engineer Johnny Denton sent two documents regarding the 4-way at ingles. Denton addressed that the Main St right-of-way was never undedicated, leaving the gas station, canopy, and pumps in a Town maintained right-of-way. Newton said we'll get some more information to bring back in July to discuss.

Alderman Withers made a motion to adjourn, seconded by Alderman Martin and carried unanimously (6:50).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

# Proclamation

**WHEREAS**, 50 years ago the North Gaston High School Class of 1975 graduated; and

**WHEREAS**, the memories and experiences shared by the Class of 1975 continue to highlight the lasting impact made by their teachers, coaches, and mentors, who helped prepare them for the future and inspired lifelong friendships that have endured through the decades; and

**WHEREAS**, many members of the North Gaston High School Class of 1975 have continued to reside in the Town of Dallas, with many other classmates still residing in Gaston County; and

**WHEREAS**, the North Gaston High School Class of 1975 prides itself with the contributions of its outstanding graduates from all walks of life who have served their communities well.

**NOW THEREFORE**, I, Hayley Beaty, Mayor of the Town of Dallas, together with the Board of Aldermen, do hereby congratulate the North Gaston High School Graduating Class of 1975 as they celebrate their 50<sup>th</sup> High School Reunion on May 3, 2025.

**IN WITNESS THEREOF**, I hereunto set my hand this 10th day of June in the year of our Lord, two thousand twenty-five.

ATTEST:

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Duke Power Coal Ash Charge

AGENDA ITEM NO. 5A

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

As part of the contract with Duke Energy, Dallas has to pay monthly a Coal Ash Charge to Duke. This amount is passed through to each citizen through a percentage calculation on their utility bills. Our contract with Duke is until 2028, and we have a “cap” amount of Coal Ash Recovery to be paid of \$533,000 over the next three years.

The Coal Ash Recovery billing cap for calendar year 2025 is \$80,000 and the allocated coal ash recovery estimate for 2025 is \$149,000. Dallas can elect to pay only the \$80,000 cap and let the variance carry forward, however the estimated CCR expense is for the remaining contract term (through 2028) is above the cap for each of the years. Consequently, Dallas will have to pay the total variance before or at the end of the PPA term.

The best plan of action to keep the accounting correctly, is for a budget amendment for June to pay the difference owed of \$69,000 due on the June Duke Power bill.

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MANAGER RECOMMENDATION: Approve budget amendment, as presented.

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BOARD ACTION TAKEN:

**Town of Dallas**  
**Budget Amendment**

Date: June 10, 2025

Action: Electric Department

Purpose: To appropriate anticipated true up revenues from Duke Power

Number: EL-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
30	3999	0000	Fund Balance Appropriated	\$326,891	\$395,891	\$69,000
30	8500	9040	Coal Ash Charge	\$135,000	\$204,000	\$69,000

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Approval Signature  
(Town Manager)

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for Duke Power True Up

AGENDA ITEM NO. 5B

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

As part of the contract with Duke Energy, Dallas operates peak shaving generators. Each year, based on a pre-determined formula, there is a true-up component that is also part of the Duke Energy contract. This true-up component can result in the Town of Dallas paying additional funds to Duke Energy, or Duke Energy paying the Town of Dallas a refund of prior payments based upon criteria in the contract.

While we are still waiting a final number, attached is a budget amendment reflecting anticipated revenues and budgeting it for purposes that will return value to the Town of Dallas.

There are future needs to upgrade the Warehouse facility and much needed infrastructure repairs. Staff recommends placing the entire amount into the Capital Reserve Fund for these future needs in order to reduce dependence on debt.

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MANAGER RECOMMENDATION: Approve budget amendment, as presented.

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BOARD ACTION TAKEN:

**Town of Dallas**  
**Budget Amendment**

Date: June 10, 2025

Action: Electric Department

Purpose: To appropriate anticipated true up revenues from Duke Power

Number: EL-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
30	3550	0000	Electric True Up Revenue	\$0	\$650,000	\$650,000
30	8500	9040	Contribution to Capital Reserve	\$0	\$650,000	\$650,000
50	3900	0000	Contribution from Electric	\$0	\$650,000	\$650,000
50	7000	7500	C/O Land, Building	\$0	\$650,000	\$650,000

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Approval Signature  
(Town Manager)

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for W/S Fund

AGENDA ITEM NO. 5C

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

The W/S Fund had unexpected expenses in their departments this fiscal year and we were waiting to see if enough revenue would come in to offset the expenses, however; it did not.

Attached is a budget amendment for \$100,000 to be pulled from Capital Reserve for : 1 ) \$70,000 for cleaning of the drying beds and 2) for Overtime in our WWTP due to a vacancy of employment.

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MANAGER RECOMMENDATION: Approve budget amendment, as presented.

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BOARD ACTION TAKEN:

**Town of Dallas**  
**Budget Amendment**

Date: June 10, 2025

Action: Water Sewer Amendment

Purpose: To appropriate funds for WWTP Overtime and WTP drying bed cleanout

Number: WS-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	8300	0202	Overtime	\$10,000	\$40,000	\$30,000
20	8200	0400	Professional Services	\$70,118	\$140,118	\$70,000
20	3940	0000	Contribution to Capital Reserve	\$0	\$100,000	\$100,000
50	7000	9010	Contribution to Water/Sewer Fund	\$0	\$100,000	\$100,000
50	3999	0000	Fund Balance Appropriated	\$0	\$100,000	\$100,000

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Approval Signature  
(Town Manager)



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Budget Amendment for FEMA Reimbursement

AGENDA ITEM NO. 5D

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

Our Fire Department provided mutual aid support to the State of North Carolina in response to Hurricane Helene in October 2024. As for our time/travel and equipment used, the Town submitted a reimbursement request and have since received the funding.

Attached is a budget amendment accepting those funds for our mutual aid relief.

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MANAGER RECOMMENDATION: Approve budget amendment, as presented.

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BOARD ACTION TAKEN:

**Town of Dallas**  
**Budget Amendment**

Date: June 10, 2025

Action: General Fund

Purpose: To appropriate FEMA reimbursement for VFD work in the mountains

Number: FD-003

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3500	0000	Misc General	\$8,264	\$12,485	\$4,221
10	5200	0203	Part Time	\$45,240	\$48,611	\$3,371
10	5200	1400	Travel and Training	\$5,117	\$5,153	\$36
10	5200	3400	Equipment	\$43,161	\$43,975	\$814

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Approval Signature  
(Town Manager)

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Award Contract for LSL Inventory and Replacement Phase II

AGENDA ITEM NO. 5E

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

Requests for Proposals were sent out for the Lead Service Line Inventory Phase II and were due on May 30, 2025. Only one bid was turned in; however due to the mini-brooks act, the Town can award contract even though there were not a three bid minimum. Harvin Engineering PLLC was the lowest, repsonbile, responsive bidder. This award would allow engineering and field services for the Lead Service Line replacement.

Funding will come from a grant that the Town was awarded in the amount of \$1,000,000 for the LSL inventory and replacement.

Attached is a memo from staff. It is our recommendation to award contract to Harvin Engineering PLLC to begin work on our LSL Phase II grant.

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MANAGER RECOMMENDATION: Award the bid to Harvin Engineering PLLC, as presented.

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BOARD ACTION TAKEN:

## MEMORANDUM

Date: June 10, 2025

Subject: Motion to award a contract to Harvin Engineering PLLC for the LSL Phase II. The RFQ's were open at 2:00 PM on May 30th, 2025. Only one bid was submitted, however; due to procurement statutes, this falls under the mini-brooks act where three bids are not required. The work will be funded from a 100% grant that was awarded to the Town of Dallas in the amount of \$1,000,000.

Recommendations: We recommend that the Town Board award the contract to Harvin Engineering PLLC for the Lead Service Line Inventory Phase II.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Award Contract for Comprehensive Parks and Recreation Master Plan

AGENDA ITEM NO. 5F

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

Requests for Proposals were sent out for the Town's Comprehensive Parks and Recreation Master Plan and were due on March 14th, 2025. WithersRavenel were the lowest, responsive bidder at \$87,000. The goal of the Parks and Recreation Master Plan is to guide the Town in expanding and updating its recreation programs, facilities, parks, and services over the next ten (10) years to better serve its growing population.

The Town just completed its CORE program which will play a part in our Comprehensive Parks and Recreation Master Plan. Also, it's a known fact that municipalities who are looking for grants for recreation, must have a P&R Master Plan completed first before receiving grant funding.

Attached is a memo from staff. It is our recommendation to award contract to WithersRavenel to begin work on our Parks and Recreation Master Plan. This amount is budgeting in the current fiscal year, however; due to timing, majority of those funds were used in other items in the recreation department and it is budgeted in full in FY 2026.

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MANAGER RECOMMENDATION: Award the bid to WithersRavenel, as presented.

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BOARD ACTION TAKEN:

## MEMORANDUM

Date: June 10, 2025

Subject: Motion to award a contract to WithersRavenel for the Parks and Rec Master Plan. The RFP's were open at 3:00 PM on March 14th, 2025. Two bids were viewed with the following costs: \$131,273 and \$87,000. WithersRavenel was the lowest, responsible, responsive bidder at \$87,000. This contract will cover the work to establish a Parks and Rec Master Plan for the Town of Dallas.

Recommendations: We recommend that the Town Board award the contract to WithersRavenel for the Parks and Rec Master Plan.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Proposed FY 25-26 Budget Ordinance

AGENDA ITEM NO. 6A

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

Enclosed is the proposed Budget Ordinance for Fiscal Year 2025-2026, including the proposed fee schedules and budget message. Preparation for this Budget Ordinance included a Strategic Planning meeting that was held on January 27, 2025, with additional Budget Work Sessions held on March 25, 2025 and April 22, 2025. An original draft proposal was submitted to the Board on May 16, 2025.

As proposed, the FY2025-2026 for the Town of Dallas would total \$28,560,123 and includes the fund breakdown below.

General Fund:	\$10,237,668
Water & Sewer Fund:	\$4,611,016
Electric Fund:	\$13,467,446
Stormwater Fund:	\$ 213,993

This budget is based upon an Ad Valorem (property) tax rate of \$0.44 (which reflects a \$0.02 change/\$100 valuation.)

N.C.G.S. §159-12 requires that the Board hold a public hearing before adopting the budget ordinance so that any person who wish to be heard on the budget may voice their comments. A public hearing notice was published in The Gaston Gazette on May 27, 2025.

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MANAGER RECOMMENDATION: Approve the proposed FY2025-26 Budget and Fee Schedule, as presented.

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BOARD ACTION TAKEN:

## **BUDGET MESSAGE**

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### **Fiscal-Year 2025-2026 TOWN OF DALLAS**

June 10, 2025

The Honorable Mayor and Board of Aldermen  
Town of Dallas  
210 N. Holland St.  
Dallas, North Carolina, 28034

Re: Fiscal Year 2025-26 Proposed Budget

Dear Mayor and Aldermen:

For your review is a complete copy of the Budget Ordinance for the Town of Dallas Budget for Fiscal-Year 2026 (July 1, 2025, through June 30, 2026). This proposal is consistent with both State and Town requirements, and it includes all applicable Funds. Revenues and expenditures are balanced in each case, but to do so required the appropriation of otherwise undesignated “fund balance” in the following funds: General Fund, Water and Sewer Fund, and Electric Fund.

This Budget represents not only the collective and comprehensive effort of the Town’s senior management staff, it strives to reflect the stated and established policy directives of the Board of Aldermen as ultimately balanced, translated and understood by the Town Manager.

As with any quality municipal Budget preparation effort, this year’s proposal again began with a clear aim to focus on offering service, support, investment and programming to citizens and stake-holders alike, and to do so in a manner which reflects the vision and direction of the Board of Aldermen. We wanted to identify and accurately project our available financial, human, technological, and physical resources; to then clearly establish our priorities for their use; to effectively allocate the resources based upon priorities; and, to ultimately provide the greatest possible value at the most effective cost. All of this while being mindful of the uncertainty of the economy, extraordinary inflation, and adapting to supply chain challenges.

We further worked to highlight where any substantive changes have occurred or are proposed, and, to showcase those areas where particular attention is focused for this upcoming fiscal year. In the end, the Budget must serve as a management tool to provide accountability and control over expenditures, but it also must allow sufficient flexibility to accommodate periodic



amendments or adjustments based on unforeseen changes in circumstances, emergencies, opportunities, innovations, or altered priorities. It is believed that this proposed Budget succeeds in accomplishing these goals.

As we worked through the process of finalizing this document, focus was aimed at maintaining fiscal discipline, particularly in the General Fund. Nonetheless, we still feel comfortable that in so doing we have managed to maintain the complete integrity of the Town's "core" services, while at the same time continuing our support for a select group of short and long-term priority goals. Following are specific budgetary highlights, details, and/or explanations:

### **Organization-Wide Overview:**

- **Employment:** This Budget is proposing one (1) Purchasing Officer position. The total number of full-time Town positions will increase to **67**, while permanent part-time positions at **7**.
- **Salaries & Wages:** This Budget provides for an **2.5% Across-the-Board Wage Increase** for all full-time and permanent part-time Town employees, as well as prioritizing that all **full-time positions** will be hired in at no less than \$16.68 per hour, with an off-probation wage of \$17.52 per hour. Also included, is a **mid-year 0-3% Merit Increase** based on employee evaluations. We have budgeted for a **lump sum, Holiday "bonus" of \$1200.00** for full-time, full-year employees; and, **\$400.00** for part-time and/or part-year employees and have **the longevity bonus at \$150/year of service.**
- **Retirement:** For FY2026, The Town's cost for providing pension coverage for full-time employees is set at **16.10% of earnings for sworn law enforcement personnel and 14.35% of earnings for general employees, payable on all gross wages.** This reflects an **increase of 1.00 percentage points** for sworn law enforcement personnel and **.75 percentage points** for general employees. These rates are mandated by the State each year.
- **Fuel Costs:** Fuel continues to be a significant cost, therefore projected fuel costs have been **increased by 4.5%, to \$223,289** for the next budget year. Sudden, unexpected world events, or changes in expected supply or demand, could obviously impact this item quickly and/or significantly. We will, as always, monitor it closely.
- **Telephone:** Telephone/Internet costs continue to represent a sizable amount in departmental budgets; however staff has made significant strides at lowering our telephone and internet cost due to smart savings. Projected costs are budgeted at **\$84,229, a decrease of 27.8% over the last two years.**
- **Healthcare:** Healthcare costs continue to increase year over year. The cost of Town-provided insurance for employees will be **\$588,609, a 7.5% decrease from the previous year.**

## **General Fund:**

**Revenues:** Total General Fund revenues for FY2026 are projected at **\$10,237,668**, which amounts to a **\$3,883,928 increase** from the current FY2025 total of **\$6,353,740**. This amount reflects **the \$78,000** anticipated Grant Revenue, **\$12,500** in SCIF funding, and **\$3,468,377** in proceeds from Capital Financing.

**Proposed is a \$.02 increase** from the current **42-cent per \$100.00 valuation to 44-cent per \$100.00 valuation** -- which is projected to raise **\$2,298,619** in General Fund property tax revenues (**each 1-cent generates approx. \$48,300.00 in Property Tax**).

As provided for in G.S. §20.97, a city or town may levy an annual municipal vehicle tax upon any vehicle resident in the city or town, not to exceed thirty dollars (\$30.00) per vehicle. Of this fee, not more than five dollars (\$5.00) of the tax levied may be used for any lawful purpose and the remainder of the tax levied may be used for maintaining, repairing, constructing, reconstructing, widening, or improving public streets in the city or town. Currently, the vehicle tax is \$10.00 per vehicle and **will become \$20.00 per vehicle for the fiscal year 2026 budget**.

Due to the recent increases in interest rates, interest income is anticipated at **\$485,000**. **This reflects a \$35,000 increase in this revenue line.**

There is a continued gap between Garbage Collection Fee Revenues and Solid Waste operating expenditures. **We are proposing a \$2.00/can increase as well as a \$2.00 per month Waste Receptacle Maintenance Fee**. There is an expected gap of **\$61,321** between expected Solid Waste revenues and anticipated expenses.

This Budget year, we have proposed a **“contribution from the Electric Fund” totaling \$850,000**. This amount is normally calculated using a policy establishing yearly transfers of up to a 10.2% return-on-equity (ROE) multiplied by the audited net value of Electric plant & equipment for the fiscal year last-audited.

Finally, we are calling for the use and appropriation of **General Fund, “Fund Balance”, in the amount of \$458,507** (4.6% of total budgeted revenues), which is **an increase of 54%** over the current year appropriation of \$296,476.

## **Expenditures:**

- **Administration:** This budget provides a **73% increase or \$23,500 for collection of property taxes by Gaston County**. Also budgeted, **\$98,281** in credit/debit card fees that is largely offset by a customer charge.
- **Development Services:** Includes **\$10,725** for completion of a UDO ordinance rewrite project. **\$12,500** for new software for code enforcement and permitting.

- **Board and Attorney:** Includes **\$1,400 per person travel and training allowance.**
- **Courthouse:** We have budgeted **\$15,180** for grounds/facility maintenance, **\$12,500** for upfitting the board room, and **\$23,000** for exterior window scraping and re-painting and some mold remediation.
- **Police:** This budget funds **\$154,500** for two new vehicles and the purchase of two vehicles which are at the end of their lease that is offset by Proceeds from Capital Financing, **\$61,000** for a new IT company, **\$6,675** for K-9 supplies/training, **\$12,500** in phones/car hot spots, **\$23,628** in Law Enforcement Separation Allowance benefits (as required by G.S. §143-166.42(a) being paid to one retired officer) and **\$7,800** for three new dash cameras.
- **Fire:** Budgeted is **\$40,000** for Bunker Gear in the form of a FEMA grant with a 5% match from Dallas as well as **\$40,000** for a SAFER Grant with a 5% Dallas match. **New compensation and benefits** include: a **10.0% increase** in rotating part-time hourly pay from **\$14.50/hr. to \$16.00/hr.** Also budgeted is **\$3,042,872** for a new Pumper Truck to arrive in July or August, and a new Ladder Truck to arrive in two years. In addition, the Debt Service for Principal is budgeted at **\$143,287** (for Building debt, pumper truck, and Chief's vehicle); while Debt Service for Interest is budgeted at **\$81,308.**
- **Powell Bill:** We have projected utilizing State **Powell Bill Funds** totaling **\$152,974**, all of which must be used for street maintenance as dictated by State Statute.
- **Streets:** Street maintenance not funded by Powell Bill revenue will continue to be accomplished in this department's budget. **\$38,420** is budgeted to provide street lighting. The Town was the recipient of funding through NC DOT for 80% of a CMAQ sidewalk project several years ago. Communication with NCDOT has begun on starting this project back up, with guidance to come on staying with the original plan or changing the scope. **NO Capital** purchases provided for in this budget.
- **Recreation:** This budget includes **\$59,500** toward support of Town-sponsored events and **\$3,400** in support of Senior Citizen programming. There is **\$26,000 budgeted for a Shade Sail at the Gym Playground and Batting Cage renovations.**
- **Solid Waste:** This Budget sets total Solid Waste Revenues at **\$625,000**; while total Expenditures equal **\$686,321; (a Deficit of \$61,321).** On the Expenditure side, we have included **\$109,024** for landfill charges and **\$87,235** in debt service to cover **debt-service payments** on the small, automated trash truck. There is also a budget of **\$275,505** to finance a New Rear Loader in this budget.

#### **Water/Sewer Fund:**

**Revenues:** This Budget proposes a **5% increase to Water & Sewer rates.** The combined total Water & Sewer Revenues are **\$4,611,016**; a result primarily of **Water fee charges of \$2,357,206**; **Sewer fee charges of \$1,468,257**; **antenna lease revenues of \$43,225**; **late charge**

revenues of \$63,000. There is \$91,828 Fund Balance appropriated, a **112% decrease from prior year.**

#### **Expenditures:**

- **Distribution & Collection Operations:** Operation costs are budgeted at a **total \$2,664,075**. This includes **\$65,538** for water purchases from Two Rivers Utilities (Gastonia) for Spencer Mountain Village usage, and two additional weeks of total Town usage in the event of an emergency; also included is **\$377,796** in sewer treatment charges to Two Rivers Utilities (Gastonia) for Spencer Mountain Village, Long Creek apartments, and to process 150,000 gallons/day of sewer per the interconnect agreement. We have budgeted **\$63,082** in interest payments, and **\$194,213** in principal payments, **(\$257,295 combined)** as the thirteenth payment toward the \$3.6M Debt issued for the Water-Main replacement project. Also budgeted is **\$70,000 for a new service body vehicle.**
- **Water Plant:** Total Expenditures are set at **\$957,617**. This includes **\$63,000** for equipment maintenance/repair, **\$75,000** in utility costs, and **\$110,000** in chemical supplies. Also budgeted **\$7,500** for a storage building.
- **Waste-Water Plant:** Total expenditures are set at **\$989,324**. The Budget includes **\$85,500** in Town Electric Costs, **\$72,000** in chemical supplies, and **\$70,000** in State required testing. Also, in this budget is **\$375,000** for a screw press.

#### **Electric Fund:**

**Revenues:** We have projected **total combined Revenues at \$13,467,446**. This is based upon a **\$2.50 base rate increase** – *with keeping in mind that the Town completed it's first rate increase of a 3% mid year rate increase for FY 24, so for a 12-year period, from January 1, 2012 (the last date we raised retail electric rates to our customers) through December 31, 2023, we will have refrained from any rate increases even though we have, in turn, absorbed multiple, wholesale increases in the rate we pay Duke Energy for our purchased power.* **The budget also shows \$3,400,000 in customer requested infrastructure charges.** We have also budgeted the use of **\$290,641** in allocated Fund balance, **an 11% decrease from prior year.**

**Expenditures:** This Budget proposes a transfer to the General Fund of **\$850,000**. As to our single largest line-item expenditure, that of “purchased power”, we are budgeting **\$4,875,259**, which amounts to **48.4% of the total Electric expenditure budget**. Also included in this budget **\$104,710** in Debt Service for debt; **\$400,000** for the financing of a new bucket truck; **\$56,000** in vehicle fuel; **\$50,000** for LED street light upgrades; and **\$3,400,000** in infrastructure for new developments that will be mainly offset by charges to the developers. Lastly, **\$115,000** is budgeted for a coal ash recovery, with an offset to the customers as we are a pass through to Duke Power for this cost.

**Storm Water Fund:**

**Revenues:** Revenues for FY2026 are projected to total **\$213,993**; made up of monthly Storm-water charges of **\$212,312** and **\$1,681** in Storm Water charges paid by other Town departments.. We are proposing **NO increase** in the per unit rate of \$4.52 per unit. There is a **NO** appropriation of Fund Balance.

**Expenditures:** This budget provides **\$71,130** for needed stormwater projects and **\$15,000** for Storm Water maintenance.

I would like to take this opportunity to sincerely thank all Town Department Heads and their support personnel who have worked so diligently to assist in the development of this comprehensive financial plan for the Town of Dallas for the coming year and beyond. **Their efforts, as always, have been critical to the process.**

Respectfully submitted,

A handwritten signature in cursive script that reads "Jonathan Newton".

Jonathan Newton  
Town Manager

## **BUDGET ORDINANCE FOR THE TOWN OF DALLAS**

Fiscal Year 2025-26

### **BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS, NORTH CAROLINA THAT:**

**SECTION 1:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation and activities of the General Government of the Town for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Administration	\$569,542
Development Services	\$288,664
Board and Attorney	\$78,313
Courthouse	\$115,552
Police	\$3,062,858
Fire	\$3,793,084
Powell Bill	\$152,974
Street	\$485,940
Recreation	\$728,915
Solid Waste	\$961,826
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$10,237,668</b>

**SECTION 2:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the General Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Current and Prior Ad Valorem Taxes	\$2,541,474
Motor Vehicle Licenses	\$79,900
Local Option Sales Tax 1¢	\$750,450
Utility Franchise Taxes	\$175,000
Natural Gas Excise Tax	\$13,862
Telcommunications Sales Tax	\$28,934
Video Programming Sales Tax	\$17,209
Solid Waste Disposal Tax	\$4,895
Alcohol/Beverage Tax	\$29,500
ABC Wholesale Distribution	\$39,500
Powell Bill Allocation	\$175,800
Interest Earnings	\$485,000
Police Report Fees	\$3,154
Zoning Fees	\$32,000
Business Registration Fees	\$2,000
Recreation Revenue	\$122,500
Solid Waste Collection Fee	\$665,000
Grant Revenue	\$76,000
Facilities Rental Fees	\$23,700
EVMB Sign Revenues	\$150
SRO Revenue	\$54,400
Other	\$127,856
Proceeds From Capital Financing	\$3,468,377
Return-On-Equity from Electric Department	\$850,000
SCIF Fund Revenue	\$12,500
Fund Balance	\$458,507
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$10,237,668</b>

**SECTION 3:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operations of the Water and Sewer Enterprise Utility Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in

accordance with the chart of accounts heretofore established for the Town of Dallas.

Water and Sewer Operations	\$2,664,075
Water Treatment Plant	\$957,617
Sewer Treatment Plant	\$989,324
<b>TOTAL WATER AND SEWER EXPENDITURES</b>	<b><u>\$4,611,016</u></b>

**SECTION 4:** The schedule of revenues listed in this ordinance are established as an estimate to be available in the Water and Sewer Enterprise Utility Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Water Charge Revenue	\$2,357,206
Sewer Charge Revenue	\$1,468,257
Water/Sewer Taps	\$37,700
Late Charges	\$63,000
Antenna Lease	\$43,225
Water/Sewer Charge-From Other Departments (Reimbursement)	\$17,300
System Development Fees	\$425,500
Customer Billed Charges	\$100,000
Other	\$7,000
Grant Revenue	\$0
Fund Balance	\$91,828
<b>TOTAL WATER AND SEWER REVENUES</b>	<b><u>\$4,611,016</u></b>

**SECTION 5:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Electric Enterprise Utility Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2025, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Electric Operations	<u>\$13,467,446</u>
<b>TOTAL ELECTRIC EXPENDITURES</b>	<b><u>\$13,467,446</u></b>

**SECTION 6:** The schedule of revenues listed in this ordinance are established as an estimate to be available in the Electric Enterprise Utility Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Electric Charge Revenue	\$8,107,217
Coal Ash Recovery (Pass Through to Duke Energy)	\$156,000
Sales Tax on Electric Bills (Pass Through to State)	\$567,505
T-2 Light Charges	\$145,009
Service Charge	\$85,000
Written Off Accounts	\$15,000
Customer Billed Charges - Non-Utility	\$3,400,000
Interest on Investment	\$4,350
Pole Rental Fees	\$16,000
Other	\$15,000
Grant Revenue	\$0
Electric Charge-From Other Departments (Reimbursement)	\$265,724
Proceeds from Financing	\$400,000
Fund Balance	\$290,641
<b>TOTAL ELECTRIC REVENUES</b>	<b><u>\$13,467,446</u></b>

**SECTION 7:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Storm Water Enterprise Utility Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Storm Water Operations	<u>\$213,993</u>
<b>TOTAL STORM WATER EXPENDITURES</b>	<b><u>\$213,993</u></b>

**SECTION 8:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Storm Water Enterprise Utility Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

Storm Water Charge Revenue	\$212,312
Storm Water Charge-From Other Departments (Reimbursement)	\$1,681
Grant Revenue	<u>\$0</u>
<b>TOTAL STORM WATER REVENUES</b>	<b>\$213,993</b>

**SECTION 9:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Law Enforcement Separation Allowance (LESA) Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Separation Allowance	<u>\$255,026</u>
<b>TOTAL LESA EXPENDITURES</b>	<b>\$255,026</b>

**SECTION 10:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Law Enforcement Separation Allowance (LESA) Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Interest Earned on Investment	\$9,450
Contribution from General Fund	\$0
Fund Balance	<u>\$245,576</u>
<b>TOTAL LESA REVENUES</b>	<b>\$255,026</b>

**SECTION 11:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Economic Development Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Façade Grant	<u>\$30,000</u>
<b>TOTAL ECONOMIC DEVELOPMENT EXPENDITURES</b>	<b>\$30,000</b>

**SECTION 12:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Economic Development Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Fund Balance	<u>\$30,000</u>
<b>TOTAL ECONOMIC DEVELOPMENT REVENUES</b>	<b>\$30,000</b>

**SECTION 13:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the CDBG Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Historic Preservation	<u>\$230,000</u>
<b>TOTAL CDBG EXPENDITURES</b>	<b>\$230,000</b>

**SECTION 14:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the CDBG Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

CDBG Funds	<u>\$230,000</u>
<b>TOTAL CDBG REVENUES</b>	<b>\$230,000</b>

**SECTION 15:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the SCIF Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Contribution to General Fund	<u>\$12,500</u>
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**TOTAL SCIF EXPENDITURES**

**\$12,500**

**SECTION 16:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the SCIF Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

SCIF Grant Revenue

\$12,500

**TOTAL SCIF REVENUES**

**\$12,500**

**SECTION 17:** There is hereby levied a tax at the rate of forty-four cents (\$0.44) per one hundred dollars (\$100) assessed valuation of property listed for Taxes as of January 1, 2025, for the purpose of raising the revenue listed as "Current Ad Valorem Taxes" and "Current HB 20 Taxes" in the General Fund. The County of Gaston shall collect these taxes for the Town. In addition, "Motor Vehicle Licenses" fees shall be \$20.00 per vehicle.

**SECTION 18:** The local sales tax shall be accounted as a Revenue in the General Fund.

**SECTION 19:** That the Solid Waste Collection fees, Recreation fees, Zoning and Planning permit and review fees, Utility fees, and any and all other Town-imposed fees shall be set in accordance with the duly-adopted Fee Schedule for the Town of Dallas.

**SECTION 20:** To allow the Town Manager and/or Finance Director to make line item adjustments within the funds. Any transfer of money between funds, however, shall be accomplished exclusively by action of the Board of Aldermen. The 2025-2026 Fiscal Year Budget hereby establishes Funds and Departments as shown in the Budget Document.

**SECTION 21:** Copies of this Budget Ordinance, with detailed Fund and Department accounts, shall be furnished to the Town Manager, to the Board of Aldermen, and to the Finance Director, to be kept by them for their direction on disbursement of funds. A copy shall be furnished to the Town Clerk for record keeping.

**SECTION 22:** A properly noticed Public Hearing was held on June 10, 2025, at 6:00 pm in the Historic Courthouse.

Motion by \_\_\_\_\_ to adopt the 2025-2026 Fiscal Year Budget Ordinance, seconded by \_\_\_\_\_, and carried by the following vote:

Ayes:

Nays:

Adopted this 10th day of June, 2025.

\_\_\_\_\_  
Mayor Hayley Beaty

Attested:

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

## TOWN OF DALLAS - GENERAL FEES

<b>UTILITY DEPOSITS</b>		\$85.00	Water - Inside Town Limits
		\$170.00	Water - Outside Town Limits
		\$160.00	Electric
<b>LATE FEE</b>		\$6.00	Charged after 15th of Month
<b>SERVICE CHARGE/RECONNECTION FEE</b>		\$40.00	Charged if on Cut-Off List
		\$100.00	Charged if Cut at Pole
<b>CREDIT CARD FEES</b>	(\$0 to \$85.01 transaction)	\$2.50	per transaction
	(\$85.02+ transaction)	2.95%	per transaction
<b>METER TEST FEE</b>		\$15.00	Residential
		\$65.00	Commercial
<b>UTILITY HISTORY PRINT OUT</b>		\$5.00	per request
<b>POLICE REPORT FEES</b>		\$5.00	per report (up to 5 pages)
		\$1.00	per page after 5 pages
<b>FIRE REPORT FEE</b>		\$5.00	per report
<b>RETURN CHECK FEE</b>		\$30.00	per occurrence
<b>CUSTOMER REQUESTED STOP PAYMENT FEE</b>		\$40.00	per occurrence
<b>BUSINESS REGISTRATION FEE</b>		\$35.00	Annually
<b>INTERMENT FEES</b>		\$50.00	During Business Hours
		\$125.00	Weekends/After Hours
<b>CIVIC BUILDING RENTAL FEE</b>	+ \$100 refundable deposit	\$200.00	Inside Town Limits Resident
		\$300.00	Outside Town Limits Resident
<b>COURTHOUSE RENTAL FEE</b>	+ \$400 refundable deposit	\$1,800.00	Courthouse & grounds (12 hrs)
	*In Town Resident	\$100.00	Gazebo (4 hours)
	*Non-Resident	\$175.00	Gazebo (4 hours)
<b>VOLUNTARY ANNEXATION PETITION</b>		\$550.00	per application
		(*Does not include ads, postage etc.)	
<b>WATER FLOW TEST FEE</b>		<b>ACTUAL COST</b>	
<b>GOLF CART PERMIT</b>		\$25.00	Annually
<b>CODE ENFORCEMENT FEES</b>		\$105.00	less than 1/2 acre
	Over 1/2 acre	<b>ACTUAL COST</b>	
	Trash/Junk Removal	<b>ACTUAL COST</b>	
<b>YEARLY WRECKER FEE</b>		\$150.00	
<b>WATER FROM HYDRANT</b>		\$5.15	per 1,000 gallons
<b>MUNICIPAL BULK RATE</b>		\$5.15	per 1,000 gallons

### **SPECIAL EVENTS FEE**

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Fee shall be assessed upon approval of event and are due no later than five (5) business days prior to event.	\$150.00	per occurrence
Events will be cancelled if fees are not paid when due.		

## **TOWN OF DALLAS - ELECTRONIC SIGN ADVERTISING FEES**

### **FOR-PROFIT ENTITY**

	<b>Per Month**</b>	<b>Per Day*</b>
10 second view	\$100.00	\$10.00
20 second view	\$175.00	\$18.00
30 second view	\$225.00	\$25.00
1 minute view	\$350.00	\$35.00

### **NON-PROFIT/CIVIC GROUP**

	<b>Per Month**</b>	<b>Per Day*</b>
10 second view	\$30.00	\$10.00
20 second view	\$55.00	\$6.00
30 second view	\$75.00	\$8.00
1 minute view	\$125.00	\$12.00

**\* 275 average views per day**

**\*\*8250 average views per month**

## **TOWN OF DALLAS - PLANNING AND ZONING FEES**

### **ZONING PERMIT FEES**

#### **RESIDENTIAL:**

Residential New Construction (Single Family)	Cost of Waste Cart +	<b>\$125.00</b>	per permit
Residential New Construction (Multi-Family)	Cost of Waste Cart +	<b>\$175.00</b>	/+\$50.00 per unit
Residential Fence Permit		<b>\$25.00</b>	per permit
Addition/Remodel/Internal Upfit		<b>\$50.00</b>	
Residential Driveway Permit		<b>\$75.00</b>	per
Accessory Structures		<b>\$50.00</b>	per permit
Decks, garages, sheds, carports, swimming pools, etc.			

#### **COMMERICAL/MANUFACTURING/INDUSTRIAL:**

(New Construction) up to 5,000 sq. ft.	Cost of Waste Cart +	<b>\$250.00</b>	per permit
(New Construction) up to 25,000 sq. ft.	Cost of Waste Cart +	<b>\$350.00</b>	per permit
(New Construction) 25,001 + sq. ft.	Cost of Waste Cart +	<b>\$750.00</b>	per permit
Accessory Structures		<b>\$150.00</b>	per permit
Addition/Remodel/Internal Upfit		<b>\$150.00</b>	per permit
Demolition/Grading		<b>\$350.00</b>	per permit
Fence Permit		<b>\$100.00</b>	per permit
Driveway Permit		<b>\$150.00</b>	per permit

#### **SIGNS:**

Residential Sign Permit	<b>\$50.00</b>	per permit
Business/Commercial/Industrial Sign Permit	<b>\$150.00</b>	per permit
EVM Sign Permit	<b>\$400.00</b>	per permit

#### **COMMISSION APPLICATIONS (Fee DOES NOT Include Cost of Advertisements, etc.)\*\***

Rezoning, Conditional Use, Variance, Appeal, Text Amendment	<b>\$550.00</b>	per application
Voluntary Annexation Petition	<b>\$550.00</b>	per application
Special Use Permit	<b>\$550.00</b>	per review
Historic District Commission Approval	<b>\$550.00</b>	per occurrence

#### **SKETCH PLAN/PRELIMINARY REVIEWS**

Multi-Family/Subdivisions/Commercial/Manufacturing/Industrial	<b>\$250.00</b>	per review
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#### **CONSTRUCTION PLAN REVIEWS \*\* (Staff Review Only -- Engineering Review Charged Separately)**

Multi-Family/Commercial/Manufacturing/Industrial - 1st Building	<b>\$330.00</b>	per review
Each Additional Building (2 or more structures on a lot)	<b>\$110.00</b>	per review

#### **SUBDIVISION FEES (Staff Review Only -- Engineering Review Charged Separately)**

Minor/Exempt Subdivisions Plat Review	<b>\$250.00</b>	per review
	<b>+ \$25/lot</b>	per review
Major Subdivisions Plat Review	<b>\$300.00</b>	per review
	<b>+ \$25/lot</b>	per review
Recombination Plat Review	<b>\$150.00</b>	per review
Final Plat Submittal Fee	<b>\$200.00</b>	

#### **CELLULAR/RADIO COMMUNICATIONS**

New, Facility/Tower Application	<b>\$4,950.00</b>	per review
Modifications, Upgrades, Co-locations on Existing Structures	<b>\$1,650.00</b>	per review

**BUSINESS:**

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Customary Home Occupation	\$55.00	One-time fee
Business Registration Zoning Permit/Verification	\$40.00	per permit

**CODE ENFORCEMENT:**

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Violation Abatement Administrative Fee	\$110.00	per occurrence
Unpermitted Work Completed	\$60 Upcharge Added to Appropriate Permit Fee	

**OTHER:**

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Zoning Verification Letter/Foundation Survey/Final Zoning Inspection	\$50.00	per occurrence
Zoning Letter Not Specified on Fee Schedule	\$50.00	per occurrence
Mailed Copy Charge	\$1.50	per copy

**\*\*Fee does not include cost of advertisements, street signs or installation - Charged at actual cost**

## ENGINEERING REVIEW FEES

### MULTIFAMILY/COMMERCIAL/INDUSTRIAL PLAN REVIEW FEES

1 acre or less	\$2,000	(w/o street & utility)
	\$3,000	(w/ street or utility)
	\$4,000	(w/ street & utility)
2 - 5 acres	\$5,000	(w/o street & utility)
	\$6,500	(w/ street or utility)
	\$8,000	(w/ street & utility)
6 - 10 acres	\$9,000	(w/o street & utility)
	\$12,000	(w/ street or utility)
	\$15,000	(w/ street & utility)
11 - 15 acres	\$12,000	(w/o street & utility)
	\$16,500	(w/ street or utility)
	\$21,000	(w/ street & utility)
16+ acres	\$12,000 + \$700/AC over 15	(w/o street & utility)
	\$16,500 + \$1,000/AC over 15	(w/ street or utility)
	\$21,000 + \$1,300/AC over 15	(w/ street & utility)

### SINGLE FAMILY RESIDENTIAL SUBDIVISION REVIEW FEES

0 - 5 lots	\$2,000	(w/o street & utility)
	\$3,000	(w/ street or utility)
	\$4,000	(w/ street & utility)
6 - 15 lots	\$5,250	(w/o street & utility)
	\$8,250	(w/ street or utility)
	\$11,250	(w/ street & utility)
16 - 25 lots	\$7,500	(w/o street & utility)
	\$12,500	(w/ street or utility)
	\$17,500	(w/ street & utility)
26 - 35 lots	\$8,750	(w/o street & utility)
	\$15,750	(w/ street or utility)
	\$22,750	(w/ street & utility)
36+ lots	\$8,750 + \$200/add'l lot	(w/o street & utility)
	\$15,750 + \$400/add'l lot	(w/ street or utility)
	\$22,750 + \$600/add'l lot	(w/ street & utility)

### ADDITIONAL ENGINEERING COSTS

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These fees include two review and consultation with Town Staff in the form of a technical review committee. The initial review will be to prepare a review comment sheet for the developer and his/her engineer to revise and resubmit plans. The second review will be to check for compliance with the review comments and comment on any additional compliance issues arising from second submittal. **If plans are resubmitted without comments addressed, additional reviews will be at the rate of \$200.00/hour.**

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Construction inspection and site visits will be performed on a regular basis and/or at the request of the developer or his/her agent. A 24 hour notice will be required for official inspections or utility testing. **Third site visits for the same defective workmanship and/or materials will be billed at a rate of \$100.00/hour.**

## **TOWN OF DALLAS - FALSE ALARM FEES**

Fees for public safety responses to false alarms are calculated on a six-month basis. If the fire or police department responds to a property more than three times in any six-month period, and the cause of the response was due to a faulty or non-maintained alarm system, a fee for the additional responses will be charged against the property. No fee will be charged for the first three responses in any six-month period. After the second response, the offender will be given a written notice of the violation and the fees assessed if a fourth false alarm happens within that six-month period. The following fees will be assessed for subsequent responses within that period.

	<u>Business</u>	<u>Residential</u>
Fourth Response	\$50.00	\$50.00
Fifth Response	\$100.00	\$75.00
Sixth Response	\$200.00	\$100.00
Seventh Response	\$400.00	\$150.00
Eighth and Subsequent Responses	\$800.00	\$200.00

## **TOWN OF DALLAS - RECREATION FEES**

### **INDIVIDUAL PARTICIPANT FEES**

	<u><b>In-Town Resident</b></u>	<u><b>Non-Resident</b></u>
Soccer	\$60.00	\$60.00
Basketball	\$60.00	\$60.00
Cheerleading	\$90.00	\$105.00
Baseball	\$70.00	\$80.00
Softball	\$70.00	\$80.00
Youth Girls Volleyball	\$40.00	\$40.00
Football	\$175.00	\$175.00
Cheer (Football)	\$100.00	\$115.00

### **GROUP FEES**

	<u><b>Team Fee</b></u>
Adult Co-ed Softball (Spring)	\$325.00
Adult Men's Slowpitch (Spring)	\$325.00
Adult Co-ed Volleyball (Winter)	\$225.00
Municipal Sports Team Rate	\$450.00

### **SEASONAL TEAM SPONSORSHIPS**

Soccer	\$500.00
Basketball	\$500.00
Baseball	\$500.00
Softball	\$500.00
Yearly (one team)	\$1,200.00

### **EVENT SPONSORSHIPS**

Gold	\$5,500.00
Silver	\$1,000.00

TOURNAMENT ADMISSION FEE \$5.00 (Ages 5 and over)

### **PRODUCTION FILMING FEES AT TOWN FACILITIES**

Dennis Franklin Gym	\$1,200 per day
Courthouse and Grounds	\$1,800 per day
Carr School & Jagers Park Ball Fields	\$1,400 per day per field
Cloninger & Jagers Parks (ballfields not included)	\$700 per day

\* Must provide a certificate of insurance naming Dallas as insured for \$1M minimum.

\*\* Carr Ballfields also require permission from Gaston County Schools.



## TOWN OF DALLAS - RECREATION FACILITY RENTAL FEES

### **DENNIS FRANKLIN GYM**

All uses, other than Town-sponsored use, shall be prohibited unless authorized in advance by formal action of the Board of Aldermen.

### **CARR SCHOOL AND JAGGERS PARK FIELDS**

<b>Field Use</b>	<b>Per Hour</b>	<b>Week Day (M -F)</b>	<b>Weekend (Sat/Sun)</b>
		<b>Per Day</b>	<b>Per Day</b>
Town Resident	\$10.00	\$50.00	\$70.00
Non-Town Resident	\$20.00	\$100.00	\$140.00

### **Field Use: (Fall Youth) (Per Season Not-to-Exceed 120 days)**

For All League Participants (Total)	\$200.00	(includes use of lights)
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### **Additional Charges**

**Dragging Field (by request)	\$50.00	<b>**Request must be received at least 5 business days prior to date of event.</b>
**Lining Field (by request)	\$50.00	
Use of Lights at Field	\$20/Hr.	<b>*Not Associated with Fall Youth Seasonal Field Use</b>

### **CLONINGER PARK AND JAGGERS PARK SHELTERS**

**NOTE: A Shelter reservation does not close the entire park--park is still open to the public.**

<b>JAGGERS PARK SHELTER USE***</b>	<b>4 Hours</b>	<b>Week Day (M -F)</b>	<b>Weekend (Sat/Sun)</b>
		<b>Per Day</b>	<b>Per Day</b>
Town Resident	\$25.00	\$45.00	\$50.00
Non-Town Resident	\$40.00	\$65.00	\$70.00

<b>CLONINGER PARK SHELTER USE***</b>	<b>4 Hours</b>	<b>Week Day (M -F)</b>	<b>Weekend (Sat/Sun)</b>
		<b>Per Day</b>	<b>Per Day</b>
Town Resident	\$25.00	\$45.00	\$50.00
Non-Town Resident	\$40.00	\$65.00	\$70.00

**\*\*Shelters may be rented for:**

**AM Block:** 10am - 2pm

**PM Block:** 3pm - 7 pm (Winter Hours: 3 pm - dusk)

**Daily:** 10 am - 7 pm (Winter Hours: 10 am - dusk)

## TOWN OF DALLAS - STREET AND SOLID WASTE CHARGES

## STREET FEES

## Lot Cutting

## Weed Eating

## Full Reimbursement Cost

### Bush Hog (Regular or Side-Arm) - 2 Hour Minimum

## Full Reimbursement Cost

## New Subdivision Signs

## Full Reimbursement Cost of Signs and Installation

## SOLID WASTE FEES

Residential - Per Container

\$20.00 per month

Commercial - Per Container

\$22.00 per month

**New Cart Fee (Non-refundable for new homes paid at time of permit)**

Cost

### Waste Receptacle Maint Fee

\$2.00 per month

## After Hours Truck

## Full Reimbursement Cost of Service

## Landlord Tenant Fee to Remove Trash

### Regular Pick Up Truck

## Full Reimbursement Cost

## Flat Bed Truck

## Full Reimbursement Cost

### Use of Backhoe for Debris Removal

## Full Reimbursement Cost

# ROAD NAME CHANGE APPLICATION

Application Review Fee\*\*

\$220.00 per review

**\*\*Fee does not include cost of advertisements, street signs or installation - Charged at actual cost**

**\*Full Reimbursement Cost includes labor, equipment, and dumping fees.**

## **TOWN OF DALLAS - WATER AND SEWER SERVICE RATE SCHEDULE**

The following rates apply for water (metered) and sewer service to residential, commercial, industrial, and irrigation accounts inside and outside the corporate limits of the Town of Dallas, as provided through the Town of Dallas Municipal Water and Sewer Utility.

### **WATER - INSIDE TOWN LIMITS (Including Irrigation)**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$12.55 /month		\$3.93 usage 0-1000
1001 - 3000	\$16.49 /month		\$5.90 usage 1001-3000
3001 - 5000	\$28.27 /month		\$7.70 usage 3001-5000
5001 - 10000	\$43.68 /month		\$8.31 usage 5001-10000
Over 10000	\$85.24 /month		\$8.90 usage over 10000

### **WATER - OUTSIDE TOWN LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$35.67 /month		\$3.93 usage 0-1000
1001 - 3000	\$39.60 /month		\$11.78 usage 1001-3000
3001 - 5000	\$63.16 /month		\$13.74 usage 3001-5000
5001 - 10000	\$90.65 /month		\$16.62 usage 5001-10000
Over 10000	\$173.76 /month		\$18.00 usage over 10000

### **SEWER - INSIDE CITY LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$13.74 /month		\$3.93 usage 0-1000
1001 - 3000	\$17.68 /month		\$5.90 usage 1001-3000
3001 - 5000	\$29.47 /month		\$7.70 usage 3001-5000
5001 - 10000	\$44.89 /month		\$8.31 usage 5001-10000
Over 10000	\$86.44 /month		\$8.90 usage over 10000

### **SEWER - OUTSIDE CITY LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$36.87 /month		\$3.93 usage 0-1000
1001 - 3000	\$40.79 /month		\$11.78 usage 1001-3000
3001 - 5000	\$64.37 /month		\$13.74 usage 3001-5000
5001 - 10000	\$91.85 /month		\$16.62 usage 5001-10000
Over 10000	\$174.96 /month		\$18.00 usage over 10000

Any "Active" account shall be charged a monthly Minimum Fee, regardless of usage. Thereafter, the Volume charge shall be calculated at the rate indicated for the volume tier of usage. Each separate volume tier of usage shall be calculated at the rate for that tier of usage.

Sewer charges are based on the number gallons of water used each month through a metered service.

## TOWN OF DALLAS - WATER AND SEWER SERVICE FEES

### STANDARD TAP AND PRIVILEGE FEES

	<u>3/4" WATER TAP</u>	<u>4" SEWER TAP</u>
Privilege Fee	\$692	\$692
Residential Tap Inside	\$1,282	\$1,823
Residential Tap Outside	\$1,413.41	\$1,957
Commercial Tap	Cost	Cost
Road Bore Fee	\$415	\$415
Water Tap >1"	Cost	
Sewer Tap > 5' in depth and/or 20' in lateral length		Cost

### IRRIGATION TAPS

Residential Outside Yard Meter w/Tee	\$415
Residential Outside Yard Meter 3/4" Tap	\$1,282
Residential Outside Yard Meter 1"	\$1,282
Residential Irrigation Tap >1"	Cost
Commerical Irrigation Tap	Cost

**UNAUTHORIZED METER ACCESS/UNSAFE METER USE** \$200.00

**DAMAGED METER REPAIR/REPLACEMENT** Cost

System Development Fees			
Meter Size	Meter Ratio	Water	Sewer
3/4"	1.00	\$2,417	\$1,380
1"	1.67	\$4,028	\$2,300
1.5"	3.33	\$8,057	\$4,600
2"	8.33	\$20,142	\$11,500
3"	16.67	\$40,283	\$23,000
4"	33.33	\$80,567	\$46,000
6"	53.33	\$128,907	\$73,600
8"	93.33	\$225,587	\$128,800
10"	183.33	\$443,117	\$253,000

- 1) System Development Fees shall be based on water meter size. If only sewer service is requested, then fee will be based on estimated water service size.
- 2) System Development Fees for Multi-Family development shall be based on ¾" meters for each unit within the complex, not on a master meter size or other method of calculation.
- 3) Fire Flow shall not be metered and shall not be assessed a System Development Fee.
- 4) System Development Fees for irrigation services shall only include water fees. Combination services shall be reviewed by the Town and calculated at the time of the request for service.

## TOWN OF DALLAS - ELECTRIC SERVICE RATE SCHEDULE

### **RATE A: RESIDENTIAL**

\$15.30		<b>BASE CHARGE</b>
\$0.0965	Per KWH for the <b>FIRST</b>	350 KWH used per month
\$0.1209	Per KWH for the <b>NEXT</b>	950 KWH used per month
\$0.1061	Per KWH for <b>ALL OVER</b>	1300 KWH used per month

### **RATE B: RESIDENTIAL WITH ELECTRIC WATER HEATER**

\$15.300		<b>BASE CHARGE</b>
\$0.0965	Per KWH for the <b>FIRST</b>	350 KWH used per month
\$0.1135	Per KWH for the <b>NEXT</b>	950 KWH used per month
\$0.1030	Per KWH for <b>ALL OVER</b>	1300 KWH used per month

### **RATE C: RESIDENTIAL TOTAL ELECTRIC**

\$15.30		<b>BASE CHARGE</b>
\$0.0965	Per KWH for the <b>FIRST</b>	350 KWH used per month
\$0.1051	Per KWH for the <b>NEXT</b>	950 KWH used per month
\$0.0955	Per KWH for <b>ALL OVER</b>	1300 KWH used per month

### **RATE D: COMMERCIAL GENERAL SERVICE**

<b>MINIMUM CHARGE:</b>	Demand Charge	
<b>DEMAND CHARGE:</b>	\$14.85 for the <b>FIRST</b>	30 KW Billing Demand or less per month
	\$5.30 Per KWH for <b>ALL OVER</b>	30 KW Billing Demand per month
<b>ENERGY CHARGE:</b>	\$0.1267 Per KWH for the <b>FIRST</b>	3,000 KWH used per month
	\$0.0937 Per KWH for the <b>NEXT</b>	87,000 KWH used per month
	\$0.0731 Per KWH for <b>ALL OVER</b>	90,000 KWH used per month

### **RATE E: INDUSTRIAL SERVICE**

<b>MINIMUM CHARGE:</b>	Demand Charge	
<b>DEMAND CHARGE:</b>	\$31.83 for the <b>FIRST</b>	30 KW Billing Demand or less per month
	\$5.30 Per KWH for <b>ALL OVER</b>	30 KW Billing Demand per month
<b>ENERGY CHARGE:</b>	\$0.1246 Per KWH for the <b>FIRST</b>	3,000 KWH used per month
	\$0.0834 Per KWH for the <b>NEXT</b>	87,000 KWH used per month
	\$0.0649 Per KWH for <b>ALL OVER</b>	90,000 KWH used per month

### **SECURITY LIGHTS**

TYPE 1:	\$12.34 per month	100 WATTS
TYPE 2:	\$17.19 per month	250 WATTS
TYPE 3:	\$23.80 per month	400 WATTS
POLE:	\$2.66 per month	For pole installed specifically for light service

## **TOWN OF DALLAS - ELECTRIC CONNECTION FEES**

### **SINGLE PHASE CONNECTIONS**

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#### **RESIDENTIAL**

Temporary (for construction)	\$32
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#### **COMMERCIAL**

Temporary Non-Permanent Structure - Under 100 AMPS	\$133
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Temporary Non-Permanent Structure - Over 100 AMPS	Cost
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### **THREE PHASE CONNECTIONS**

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Service from 200 to 400 AMPS	\$106 per phase
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Service from 401 AMPS and over	Cost
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### **CONVERSION OF OVER HEAD TO UNDERGROUND**

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Under 250' in length	\$424
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Over 250' in length	\$424 Plus Cost of Wire over 250'
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### **POLE ATTACHMENT FEES**

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\$15.45 per pole, per year

\$3.09 per CATV power supply, per year

Joint-Use attachments set by agreement

### **COMMERCIAL PROJECTS**

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Cost

### **UNAUTHORIZED METER ACCESS/UNSAFE METER USE**

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\$200.00

### **ELECTRIC VEHICLE CHARGING**

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Load factor less than or equal to 10%	\$0.50 per kWh
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Load Factor greater than 10% and less than or equal to 20%	\$0.40 per kWh
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Load Factor greater than 20%	\$0.30 per kWh
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## TOWN OF DALLAS - STORMWATER RATE SCHEDULE

<u>Account Class</u>	<u>Rate Per Month</u>	<u>ERU's</u>	<u>Total Charge (Monthly)</u>
Single Family Residence	\$4.52	1.0	\$4.52
All Other Accounts	\$4.52	*	\$4.52 per ERU

\*Total Impervious surface area on property (in square feet) divided by 2500.

An **"ERU"** is an **"Equivalent Residential Unit"**, which is calculated and set at 2500 square feet of impervious surface area. For **ALL** Single-Family Residential properties, the ERU shall be established as (1) ERU, regardless of actual impervious surface area on the parcel. For **ALL OTHER** classes of properties, the Town has established precisely the actual square footage of impervious surface area on each parcel (through a contracted study completed by the Centralina Council of Governments), and the ERU for each shall be the total impervious surface area divided by (2500).

The rate structure includes, for each non-residential account, a **Fee Credit** opportunity, for those properties who have on-site **"B.M.P.'s"** (Best Management Practices) which consist of Stormwater retention, detention, and/or treatment, containment, or significant mitigation facilities, which are certified by Town inspection as being adequately designed, engineered, constructed, and maintained.

The Fee Credit shall equal 50% of the monthly fee, for as long as the BMP facility remains in place, functional, and properly maintained; as evidenced by yearly inspection by Town personnel or agent.

To receive credit for a BMP facility, Account Holders must file an application with the Town Development Services department and meet all requirements for engineering specifications associated with said BMP.

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Re-appointment of John O'Daly to Planning Board/Board of Adjustment

AGENDA ITEM NO. 8A

MEETING DATE:6/10/2025

### BACKGROUND INFORMATION:

Planning Board Member John O'Daly's term on the Planning Board has expired. Mr. O'Daly is interested in continuing in this role for the Town of Dallas.

He has requested to be re-appointed to the Planning Board/Board of Adjustment for another three-year term.

Mr. O'Daly has been an engaged member of the Planning Board and Board of Adjustment. Staff are recommending that Mr. O'Daly be re-appointed to the Planning Board/Board of Adjustment.

MANAGER RECOMMENDATION: Approve the recommendation from Staff to re-appoint Mr. John O'Daly to the Planning Board/Board of Adjustment for another three-year term ending in June 2028.

BOARD ACTION TAKEN:



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Hydrant Policy Discussion

AGENDA ITEM NO. 8B

MEETING DATE: 6/10/2025

### BACKGROUND INFORMATION:

Recently, the Town has received numerous requests for water from our fire hydrants for multiple uses. Previously, we had one hydrant located at the warehouse, in which a user would come and fill up their equipment/container and the Town would invoice them, at a bulk rate of \$5.15.

The proposed Hydrant Use Policy was reviewed at the May 27<sup>th</sup> Work Session, the policy is attached for approval.

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MANAGER RECOMMENDATION: Approve the proposed Hydrant Policy.

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BOARD ACTION TAKEN:



**TOWN OF DALLAS**  
**Public Works Department**

# FIRE HYDRANT USAGE POLICY

Zackery Foreman  
Assistant Public Works Director  
Town of Dallas  
zforeman@dallasnc.net

## I. Purpose

To establish regulations and procedures regarding the usage and metering of water from public fire hydrants in **non-residential** areas for the purchase of bulk water by any person(s) or commercial businesses.

## II. Scope

All customers must complete a hydrant service permit application and submit fee at Town Hall 210 N. Holland St Dallas NC 28034. The equipment must also be inspected at the Public Works Warehouse, 700 E Ferguson St Dallas NC 28034. Our hours of operation are Monday through Thursday from 8:00am until 5:00pm, excluding holidays. The application must be accompanied by a permit fee per hydrant meter or Truck meter according to the published fee schedule. Equipment/Vehicle must be inspected before withdrawals. This fee will be paid before any withdrawals/hydrant usage.

1. Customers will be billed on a monthly cycle by the Town of Dallas for all water usage according to the published bulk fee schedule. **The customer is responsible for providing a picture of their unit readings to the Meter Operations Division by the 7th day of each month for billing.** Pictures are to include the meter # and register dial showing usage. Readings can be submitted to the Town of Dallas by the following methods:
  - a) Fax to (704) 922-\*\*\*\*
  - b) Email to [billing@dallasnc.net](mailto:billing@dallasnc.net)
  - c) Mail to the Town of Dallas, 210 N. Holland St, Dallas NC 28034
  - d) Bring the hydrant meter into the Public Works Warehouse to be read.

If readings are not received by the 7th day of each month, accounts with hydrant permits will be billed for 93,000 gallons. Likewise, if the usage is over the estimated billed amount, the customer will be billed for the difference. Failure to report readings for two consecutive months will result in a \$50.00 per month penalty. Continued failure to report meter readings in a timely manner for billing or accounts that are not paid in full will result in the loss of hydrant permit privileges, forfeiture of hydrant meter deposits and the permanent closing of the hydrant permit account with the Town.

2. All testable backflow assemblies must be tested yearly. Therefore, all hydrant permit users units shall be returned to the Town of Dallas Public Works Warehouse for renewal of the hydrant permit account and for annual backflow testing/inspection. Each yearly permit must be renewed within the month of the original permit period.
3. All meters must be configured for gallons reading. To match the town's current billing system. If not, there will be a \$20 administrative cost to complete a conversion.

## III. Unauthorized Use

Only approved Water meters with approved back flow prevention devices provided on inspected by the Town may be used to obtain bulk water from a fire hydrant in the Town of Dallas Water service area.

## IV. Water Restrictions

***All hydrant meters may be subject to immediate water restriction in the event of the implementation of the Water Shortage Response Plan.*** No meter shall be used unless the temperature is 35 degrees Fahrenheit or above and rising. When temperature falls to 35 degrees Fahrenheit, the fire hydrant must be closed, and the hydrant meter shall be disconnected from the hydrant and stored in an environment where temperatures are above 35 degrees Fahrenheit. Both the fire hydrant and hydrant meter can be damaged if used when temperatures are below freezing.

## V. Procedures

Customers may apply for temporary water sales through the Town hydrant usage permit program. Temporary is defined as less than one (1) year. Construction sites that exceed the one (1) year time frame must have a permanent water service installed at that location. Therefore, construction sites needing water from a hydrant for more than one year must install a tap. All appropriate permits and fees must be paid for by the contractor and in accordance with Town policy.

No prorating will be allowed on monthly and one-year accounts. The customer is responsible for paying for the actual amount of water used (consumed) and will be billed by the Town based on the meter readings for the permit period. Consumption charges shall be billed monthly or on the date of account closure. (See published fee schedule for current charges/rates.)

## VI. Fee Schedule

Type of Charge	Description	Cost	Frequency
Hydrant Permit Charge	Annual permit fee for use of hydrants	\$300	Annually
Meter Testing	Testing Meter	\$50.00	Per Test
Backflow Testing	Testing Backflow	\$50.00	Per Test
Hydrant Meter Usage Charge	Charge for use of water	Bulk Rate	Per Unit
Unreported Monthly Usage	(Estimated at 3,100 gals per day) 93,000 gallons monthly	\$478.95	Monthly
Billing Conversion	To convert billing units to town billing system	\$20.00	Per Convert

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: 90.01 – Chicken Ordinance Text Amendment

AGENDA ITEM NO. 8C

MEETING DATE:6/10/2025

### BACKGROUND INFORMATION:

David Lingafelt with Code Enforcement would like to discuss a potential text amendment to allow chickens in the Town Ordinance. The amendment would allow for the keeping of domesticated chickens within town limits under specific regulations and permitting conditions.

At the Work Session on May 27th, the Board and Staff evaluated the proposed text amendment. Staff made revisions to the amendment, presenting two options for discussion. The proposed text amendment is attached for review to discuss any needed changes and to determine which option best aligns with the ordinance. A Public Hearing will be scheduled for July 8th, pending the Board's recommendation.

MANAGER RECOMMENDATION: Set Public Hearing for July 8<sup>th</sup> on proposed text amendment for 90.01.

BOARD ACTION TAKEN:

## PROPOSED TEXT AMENDMENT

### § 90.01 CERTAIN ANIMALS PROHIBITED.

*To be added to 90.01 as (D) through (E)*

#### (D) **CHICKENS ALLOWED.**

(1) A permit, to be issued by the Planning and Zoning Department of the town, must be obtained to keep any chickens within town limits.

(2) No permit shall be issued, and no person shall keep any pigs, sheep, goats, or any ducks, geese, turkeys or other domestic fowl (excluding domesticated chickens).

(a) Chickens are to be located within a pen or other enclosure which provides at least 300 square feet of space for each chicken.

(b) The Planning and Zoning Department shall issue a permit only when, in his or her sound judgment, the keeping of such an animal in a yard or building under the circumstances as set forth in the application for the permit will not injuriously affect the public health.

(c) When chickens are kept within corporate limits, the building, structure, corral, pen or enclosure in which they are kept shall at all times be maintained in a clean and sanitary condition. Excrement should be removed regularly from the living space of a penned animal adequate to the sanitation of quarters and the health of the animal and the general public.

(3) This section shall not apply to, and no permit shall be required for, any agricultural operation within G.S. § 106-700, Nuisance Liability of Agricultural Operation.

#### (E) **Chicken keeping requirements.**

(1) Keeping of domesticated chickens.

(a) Roosters are prohibited.

~~—(b) No more than four (4) chickens shall be kept or maintained.~~

(b) Lots less than half acre allowed 4-6 chickens. Lots more than half acre allowed 6-8 chickens.

(b) Lots less than half acre allowed no more than 10 fowl. Lots more than half acre allowed no more than 20 fowl.

(c) No chickens shall be allowed in multi-family complexes.

(d) There shall be no on-site slaughter of chickens.

(e) A permit must be obtained and renewed on an annual basis through the Planning and Zoning Department.

(2) **Coop, run, and tractor requirements.**

OPTIONS



## PROPOSED TEXT AMENDMENT

- (a) A predator proof coop or chicken tractor are required for the keeping of domesticated chickens.
- (b) Chicken keeping area must be located in the rear yard of the property.
- (c) Chicken keeping area must be at least 15 feet from any rear and side property lines.
- (d) Number and type of fowl must be appropriate for the size and furnishings of the coop/run/tractor.
  - (1) Minimum of 4 square feet of floor area per chicken.
- (e) Coops, runs, and chicken tractors must be kept in a clean and sanitary condition with all droppings and organic waste material removed and disposed of in a proper manner.
- (f) All chickens must be kept in a coop or chicken tractor during non-daylight hours. During daylight hours, chickens may be located in a coop, run, chicken tractor, or securely fenced area.

### **§ 90.01 CERTAIN ANIMALS PROHIBITED. (CURRENT ORDINANCE)**

- (A) It shall be unlawful for any person, firm or corporation to keep within the corporate limits of the town, any livestock, animals or poultry other than house pets. This prohibition shall be interpreted to include cows, swine, goats, sheep, chickens and turkeys, but this list is not to be deemed all inclusive.
- (B) The provisions of this section shall not apply to those persons, firms or corporations that were keeping livestock, animals or poultry within the corporate limits of the town prior to November 12, 1996.
- (C) Equine shall be permitted within the town limits under the following conditions.
  - (1) The property upon which the equine will be maintained must be greater than two acres.
  - (2) No area to be used for storage, care or exercise/grazing of the equine may lie within 100 feet of the nearest dwelling of another property owner. Adjacent property developed after placement of an equine shall be exempt from this clause.
  - (3) No property owner can exceed a ratio of two equine per two acres of land.
  - (4) Equine must be provided an enclosure to protect the equine from the elements.
  - (5) All areas for use by the equine shall be securely fenced so as to maintain control of the equine.
  - (6) The areas of use by the equine shall be in the rear yard only as defined by the zoning regulations ([Chapter 153](#)).

## PROPOSED TEXT AMENDMENT

(7) The equine shall not cause obnoxious odors on other properties.

(Prior Code, § K-III-1) (Ord. passed 11-12-1996; Ord. passed 12-10-1996; Ord. passed 12-9-2003) Penalty, see § [10.99](#)



# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Cancel June Work Session

AGENDA ITEM NO. 8D

MEETING DATE:6/10/2025

### BACKGROUND INFORMATION:

In previous years, the June Work Sessions have been canceled. Currently, there are no pressing topics to discuss during the Work Session set for June 24th. As a result, staff members are proposing to cancel the June Work Session.

MANAGER RECOMMENDATION: Cancel June Work Session, as there are no pressing items to discuss.

BOARD ACTION TAKEN:

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Capital Project Ordinance

AGENDA ITEM NO. 8E

MEETING DATE: 06/10/2025

### BACKGROUND INFORMATION:

Enclosed is a LSL Phase II Grant Project Ordinances for Fiscal Year 2024- 2025. These project ordinances are for ongoing projects that will have an estimated life of greater than a year. Normally, the Town has carried projects like these in the normal operating budget, however; as more grants come in, it begins to be cumbersome keeping up with each project and what percentage completion to date has occurred.

The grant project ordinance are for a Lead Service Line Inventory and Replacement Phase II Grant of \$1,000,000

Staff is requesting the Board of Alderman to approve this project ordinance for general housekeeping as well as to keep separate funds for each projects so that they are easily tracked.

N.C.G.S. §159-13.2 "Grant project" means a project financed in whole or in part by revenues received from the federal and/or State government or other grant or settlement funds for operating or capital purposes as defined by the grant contract.

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MANAGER RECOMMENDATION: Approve the proposed FY2024-25 Grant Project Ordinance, as presented.

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BOARD ACTION TAKEN:

**TOWN OF DALLAS  
LEAD SERVICE LINE INVENTORY PHASE II PROJECT  
CAPITAL PROJECT ORDINANCE**

**BE IT ORDAINED** by the Board of Aldermen for the Town of Dallas that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted.

Section 1. The Lead Service Line Inventory- Phase II project consists of engineering and field services to undertake projects associated with the required Lead and Copper Service Inventory and Replacement work, as needed by the Town, through a state awarded grant.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the funding documents and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Professional Services	\$ 1,000,000
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Section 4. The following revenues are anticipated to be available to complete this project.

SRF-D-LSL-0127 LSL Grant Proceeds	\$1,000,000
	<hr/> \$ 1,000,000

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient detailed accounting records to satisfy the requirements of the grantor agencies, the grant agreement, and federal regulations.

Section 6. Funds may be advanced from the Water and Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Town Clerk and to the Finance Officer for direction in carrying out this project.

Ordinance adopted this \_\_ day of \_\_\_\_\_, 2025.

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Hayley Beaty, Mayor

Attest:

Attest As To Form:

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Lindsey Tysinger, Town Clerk

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Tom Hunn, Town Attorney

# TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston County Schools-Town of Dallas Cooperation Agreement Renewal

AGENDA ITEM NO. 8F

MEETING DATE:6/10/2025

### BACKGROUND INFORMATION:

The Town has an agreement for mutual use of Gaston County Schools' property, Carr Elementary School fields. This agreement is renewed every three years. It is time to renew the agreement for the next three years.

MANAGER RECOMMENDATION: Approve the agreement with Gaston County Schools for mutual use of Carr Elementary School fields, as presented.

BOARD ACTION TAKEN:

**AGREEMENT FOR SCHOOL-COMMUNITY  
COOPERATION**

**AGREEMENT** made and entered into on the 1st day of July, 2025, by and between the **TOWN OF DALLAS**, a body politic and corporate having a charter granted by the General Assembly of North Carolina, ("City"); and **THE GASTON COUNTY BOARD OF EDUCATION**, a corporate body created under the provisions of Chapter 633 of the 1977 Session Laws of North Carolina, ("Board");

**W I T N E S S E T H:**

**WHEREAS**, City and Board are mutually interested in the welfare of the inhabitants of the City of Belmont; and

**WHEREAS**, City and Board are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid in the cultivation of citizenship by providing for adequate school and community recreation programs; and

**WHEREAS**, City and Board each possess facilities located within the confines of City that would be beneficial for the other to use at certain times; and

**WHEREAS**, in the interest of offering the best service to the most people with the least possible expenditure of public funds, full cooperation between the City and Board is necessary;

**NOW, THEREFORE**, in consideration of the mutual promises made by City and Board, these parties do hereby agree as follows:

**I.  
DEFINITIONS**

- A. The word "property" shall mean and include both real and personal property.
- B. The term "this agreement" shall include any future written amendments, modifications, or supplements made in accordance with Section XXI, *infra*.
- C. Each party shall be deemed to be "using" the property of the other during the time requested and approved in accordance with Section IV, *infra*, or in accordance with any amendment, modification or supplement to this agreement.
- D. Throughout this agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa.

**II.  
TERM**

The initial term of this agreement shall be for a period commencing on **July 1, 2025**, and ending on **June 30, 2028**, both dates inclusive, unless sooner terminated as herein provided.

The term of this agreement shall be automatically extended for a period of three years beginning on **July 1, 2028**, upon the same terms and conditions, herein provided, unless

one party gives to the other four months before the end of the initial term of the agreement written notice that the agreement shall not be so extended.

### **III. PROPERTY MADE AVAILABLE**

A. **BOARD'S PROPERTY.** Upon City's compliance with the procedures set forth in Section IV.A., infra, Board will make available to City for community recreation activities that property belonging to Board which is suitable for such activities.

B. **CITY'S PROPERTY.** Upon Board's compliance with the procedures set forth in Section IV.B., infra, City will make available to Board, for school events, activities, and/or programs, that property belonging to City which is suitable for such activities.

### **IV. PROCEDURE**

#### **A. CITY'S USE OF BOARD PROPERTY.**

1. City submits a written proposal to the appropriate school principal requesting that City be allowed to use certain of Board's property made available to City under Section III.A., supra. This request will specify the desired property, date(s), time(s) and intended use(s).
2. The principal then determines whether or not the requested property is available at the desired time and who determines what conditions should govern the use of the requested property. If he/she approves the request, the principal notifies the Director of Athletics of Board ("Director") to that effect.
3. If Director concurs with the recommendation of the principal, he/she executes the proposal, retaining two copies for Board's records and forwards two copies to City for City's records.

#### **B. SCHOOL'S USE OF CITY PROPERTY.**

1. Board submits a written proposal to the Recreation Director of City requesting that Board be allowed to use certain of City's property made available to Board under Section III.B., supra. This request will specify the desired property, date(s), time(s), and intended use(s).
2. The Recreation Director then determines whether or not the requested property is available at the desired time and who determines what condition should govern the use of the requested property. If he/she approves the request, the Recreation Director notifies the City Manager to that effect.
3. If City Manager concurs with the recommendation of the Recreation Director, he/she executes the proposal, retaining two copies for City's records, and forwards two copies to Director for Board's records.

### **V. PRIORITY**

In determining the use of Board's property, school events, activities and/or programs shall have first priority; municipal recreation activities shall have second priority; and all events by any other groups or agencies shall have third priority. In determining the use of City's property, municipal recreational activities shall have first priority; school events,

activities and/or programs shall have second priority; and all events by any other groups or agencies shall have third priority.

## **VI. SUPERVISION**

Board shall be entirely responsible for supervision of any use made of City's property by Board pursuant to this agreement. City shall be entirely responsible for supervision of any use made of Board's property by City pursuant to this agreement.

## **VII. EXPENDABLE MATERIAL**

Each party hereto will furnish and supply all expendable materials necessary for its use of property belonging to the other.

## **VIII. IMPROVEMENTS**

City may improve Board's property by installing sprinkler systems, turfing, lighting, fencing, play and recreation equipment thereon, subject to Board's prior written approval of the location, plans and specifications for the placement of all such improvements upon school premises and of the type, design and construction thereof. Board shall, however, share in such expense to the extent authorized in its annual budget. The cost of maintaining these improved areas and facilities shall be borne proportionally by City and Board as determined by the relative use thereof, and each party agrees to maintain such areas and facilities in good condition during the periods of its responsibility therefore.

Board shall have the same right to improve City's property made available to Board for school events, activities and/or programs, and shall also have the same duties and responsibilities with respect to City's property as are set forth in the preceding paragraph of this Section VIII.

## **IX. RIGHT OF REMOVAL**

It is agreed that all personal property owned by City and erected in or upon Board property, even though attached to the realty, as well as all other permanent improvements, may be removed by the City at any time, provided that: (1) City shall not then be in default in the performance of the covenants hereof, (2) the removal of any such property and/or improvements shall be effected before the expiration of the term of this agreement, and (3) all damage caused to said premises by such removal shall be repaired by City on or before said expiration.

It is further agreed that Board shall have the same right to remove all personal property belonging to Board which it has erected in or upon any premises belonging to City even though the same may be attached to the reality under the same terms as are set forth in the preceding paragraph of this section IX.

## **X. RIGHT OF INSPECTION**

Board shall have the right to enter into and upon all its property made available to City for community recreation activities under this agreement for the purpose of examining and inspecting the same and determining whether City shall have complied with its obligations hereunder with respect to the care and maintenance of the premises and repair or rebuilding of the improvements thereon when necessary. City shall have the



same right to enter into and upon its property made available to Board under this agreement.

## **XI. MAINTENANCE**

Each party, while using the property of the other pursuant to this agreement, shall (1) keep the property in neat order; (2) promptly remove all trash, refuse, garbage and debris of any kind from the said property which accumulates from such use; (3) ascertain that a sufficient number of receptacles are available in the area for the disposal of such trash, refuse, garbage and debris of every kind; (4) prohibit littering; and (5) systematically and periodically clean the floors and restroom facilities.

## **XII. REPAIR, REPLACEMENT AND CONDITION AT TERMINATION**

Each party shall, at the end of its period of use of the property of the other party pursuant to this agreement, surrender such property to the other in as good condition as it was at the time of the commencement of such use, reasonable wear and tear and damage by fire or other casualty excepted. Each party shall, at its own expense, make all repairs and/or replacements necessary to surrender the property of the other in accordance with this Section. All such repairs and/or replacements shall be at least equal in quality and class to the original work.

## **XIII. INDEMNIFICATION**

It is expressly agreed and understood that Board will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of Board's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about Board's property, when the accident, occurrence or event takes place while City is using said property pursuant to this agreement. It is also agreed and understood that City will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of City's negligent acts or omissions) arising out of, related to, or connected with any accident, occurrence or event on or about City's property, when the accident, occurrence or event takes place while the Board is using said property pursuant to this agreement. As a result of this express agreement and understanding, each party will at all times indemnify and hold the other party harmless, and will defend the other at its own expense, with respect to all aforementioned claims, damages, losses or expenses, whether such claims, damages, losses or expenses are covered by the other's insurance.

## **XIV. REMEDIES FOR BREACH**

In the event either party shall breach or threaten to breach any provision(s) of this agreement, the other shall be entitled to terminate this agreement in accordance with Section XXII.B., *infra*. Additionally, each party shall indemnify the other against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of its breach of any provisions(s) of this agreement.

**XV.  
ARBITRATION**

Mayor of City ("Mayor") and Chairman of Board ("Chairman") are hereby constituted a Panel of Arbitration. Either party from time to time hereafter, upon ten days written notice to the other party, may substitute any person in lieu of its representative. This panel shall have authority, upon the written concurrence of both of its members, to determine every question which may arise under this agreement. In the event of disagreement, they shall name a disinterested third party; and the question in dispute shall be submitted to the three. A decision of a majority thereof shall be final and binding upon both parties. However, if they are unable to agree upon any such third party, then the Senior Resident Superior Court Judge of the Judicial District then embracing Gaston County shall name him/her.

**XVI.  
ASSIGNMENT**

Neither party shall sell or assign its rights under this agreement.

**XVII.  
OBLIGATION OF SUCCESSORS**

The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

**XVIII.  
WAIVER OF BREACH**

The waiver by either party of a breach of any provision of this agreement by the other will not be construed as a waiver of any simultaneous or subsequent breach by the other.

**XIX.  
COVENANT OF QUIET ENJOYMENT**

Each party hereto agrees that the other's performance of the covenants to be performed by it hereunder shall entitle it to peaceably and quietly have, hold and enjoy the premises made available to it pursuant to this agreement.

**XX.  
ENTIRE AGREEMENT**

This instrument contains the complete and exclusive statement of the agreement between Board and City, which supersedes all proposals, oral or written, and all other communications between Board and City relating to the subject of this agreement. All prior agreements, understanding, terms or conditions are deemed merged into this contract.

**XXI.  
MODIFICATION**

This agreement may not be amended, modified or supplemented orally but only by written agreement, signed by the party(ies) against whom enforcement of any amendment, modification or supplement is sought.

Both parties recognize that conditions peculiar to the property made available to it hereunder, the intended use of the property, the limited availability of the property,

and/or proposed improvement of the property may necessitate the execution of amendments, modifications or supplements hereto.

## **XXII. TERMINATION**

### **A. TERMINATION WITHOUT CAUSE.**

Except as provided in Article II herein, either party may terminate this agreement at any time without cause by giving to the other party at least six months' prior written notice of its intention to terminate. Termination without cause will be effective as of the date specified in said notice.

### **B. TERMINATION FOR CAUSE.**

Either party may terminate this agreement at any time upon written notice in the event of breach of any provision(s) of this agreement. Termination for cause will be effective ten (10) days after the date notice is given in the event that during such time the breach is not remedied.

## **XXIII. CONSTRUCTION**

This agreement shall be governed by the laws of the State of North Carolina.

## **XXIV. SEVERABILITY**

The invalidity or unenforceability of any provision(s) of this agreement shall in no way affect the validity or enforceability of any other provision(s).

## **XXV. COUNTERPARTS**

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts together shall constitute but one and the same instrument.

## **XXVI. INSURANCE**

Each party shall be responsible for maintaining fire, extended coverage, and vandalism and malicious mischief insurance on the property owned by it and made available to the other during the term of this agreement. Board and City hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on their respective properties.

In addition, each party shall maintain a policy of comprehensive general liability insurance with a minimum limit of liability of one-million dollars (\$1,000,000.00) for bodily injury and for property damage and, an umbrella liability policy with a minimum limit of a liability of one-million dollars (\$1,000,000.00), to be effective while it is using the property of the other pursuant to this agreement. Within fifteen (15) days after the date hereof, each party shall deliver to the other certificates of insurance certifying that the insurance specified in this paragraph is in full force and effect. Such policies shall contain contractual coverage or name the parties to this agreement as the insured's. All insurance shall be affected by valid and enforceable policies issued by insurers of recognized responsibility; and all such policies shall, to the extent obtainable, contain an

agreement by the insurers that such policies shall not be cancelled without at least thirty (30) days' prior written notice to the parties.

## **XXVII. NOTICES**

Every notice, approval, consent or other communication authorized or required by this agreement shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested.

(a) If intended for City, it shall be addressed to:

\_\_\_\_\_, Title

City of \_\_\_\_\_

Address

and (b) if intended for Board shall be addressed to:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Gaston County Board of Education

P.O. Box 1397

Gastonia, NC 28053

or to such other address or to such other person, firm or corporation as either party may designate by notice given from time to time in accordance with this Article XXVII. Any notice given in accordance with the provisions of this Article shall be deemed to have been given as of the date such notice shall have been placed in the United State Postal Service.

## **XXVIII. LIST OF CURRENT OFFICIALS**

Each party will keep posted with the other a current list of all officials of City and Board who are in any way involved in the implementation of this agreement.

**IN WITNESS WHEREOF**, City and Board have executed this agreement the day and year first above written.

CITY OF \_\_\_\_\_

By \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

THE GASTON COUNTY BOARD OF EDUCATION

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GASTON

This \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, \_\_\_\_\_

personally appeared before me, who being duly sworn by me says that he/she knows the common seal of the City of \_\_\_\_\_ and is acquainted with \_\_\_\_\_, who is the Mayor and presiding member of 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 same signed his/her name in attestation of said presence of said Mayor of said municipal corporation.

Witness my hand and notarial seal, this the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

\* \* \* \* \*

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public, do hereby certify that **Dr. Morgen Houchard**, personally appeared before me this day, who being by me duly sworn, says that he knows the common seal of The Gaston County Board of Education, a corporate body, and is acquainted with **Josh Crisp**, who is the Chairman and presiding member of said corporate body, and that he, the said **Dr. Morgen Houchard**, is the Secretary of said corporate body and saw the Chairman sign the foregoing instrument in the name of said corporate body, and saw the said common seal of said corporate body affixed to said instrument by said Chairman of said corporate body.

Witness my hand and notarial seal, the \_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_