

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

**April 8<sup>th</sup>, 2025**

**6:00 PM**

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Tom Hunn, Town Attorney; Lindsey Tysinger, Town Clerk; Earl Withers III, Fire Chief; Kristin Boone, Finance Director; Alex Wallace, Parks and Recreation Director; Brittany Beam, Planner; Lanny Smith, Electric Director; Zack Foreman, Assistant Public Works Director; and Bill Trudnak Public Works Director.

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

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

### **Approval of Agenda:**

Alderman Martin made a motion to approve the agenda with the additions – 8D – Work Session Time Change, seconded by Alderman Cearley and carried unanimously.

### **Approval of Minutes:**

Alderman Withers motioned to approve the minutes from the March 11<sup>th</sup> Minutes, and the March 25<sup>th</sup> Work Session Minutes, seconded by Alderman Milton and carried unanimously.

### **Recognition of Citizens:**

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

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

Jack Ray, of 120 April Lane, asked for a Proclamation of Recognition for the North Gaston Class of 1975. They will be celebrating their 50-year reunion. Having their reunion at the Country Market. Reunion is May the 3<sup>rd</sup>, asking for June the 10<sup>th</sup> for the Proclamation.

Justin Clemmer, of 104 N. Oakland Street, Played audio of music coming from the Pickle Bar and Bistro after 11 pm that he can hear from his home. A couple of months ago he and his family came to speak with the Board, how the quality of life and peace has been disrupted. The noise ordinance has been put on a decibel reading, which since they have called Dallas Police for disturbing the peace and was told the noise was in the decibel range. Have been told they can hear the music from 2 blocks away. They are not trying to shut down the business, just simply asking for quite time. They want to be able to enjoy their home the way other fellows enjoy theirs and should not have to sell or leave due this aggravated deal. Going forward if you would look at Lincolnton, Stanley, and Charlotte's quiet time. We are asking for reasonable accountability.

Kenny Roberson, of 725 Summey Farm Drive, here to see what we can do to get road humps on Summey Farm Drive if not other parts of the neighborhood. Other streets have fast traffic as well. Some residents come flying down the road and usually have 5-10 kids playing basketball in his driveway almost every day, they have had a few close calls. Doesn't think reducing the speed

limits are going to have an effect on that. Road humps aren't damaging cars but do an affective job to help reduce the speed. Not sure of the studies that are needed to be done to have road humps put in, but here to request to have road humps put in.

Mike Fields, of 1333 Philadelphia Church Road, thanked the Board and the employees of the Town. The gym has been packed with sports. Gave reminder of the ball field being dedicated to Anne Martin. Would like to commend the Police and rescue departments for keeping the Town safe. Very thankful for keeping us safe and the Town clean.

### **Consent Agenda:**

#### **Item 5A – Proclamation of Municipal Clerk Week**

Each year, the second week of May is designated as Municipal Clerk Week in recognition of the vital role that Clerks perform in Municipal Government. The office of Clerk is the oldest existing public servant office. Attached is a proclamation designating May 4 – 10, 2025 as Municipal Clerk Week and recognizing Dallas' Town Clerk, Lindsey Tysinger. (Exhibit 5A-1)

#### **Item 5B - Peace Officers Memorial Day and National Police Week 2025 Proclamation**

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 11-17, 2025 as National Police Week in Dallas and to recognize the service of the Dallas Police Department. (Exhibit 5B-1)

#### **Item 5C - Uncollectable Accounts in the Amount of \$15,905.56 to be Submitted to NC Debt Set Off**

For authorization, are uncollectable accounts from the months of December 2024 – February 2025. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied. (The individual account listing that generates the total uncollectable amount due is considered by State statute to be confidential information, and therefore is not public record.)

#### **Item 5D - Interlocal Agreement for Collection of Taxes**

Attached is an updated Interlocal Agreement for Collection of Taxes by Gaston County for taxes due to the Town of Dallas. The agreement outlines the collection duties, payment schedule, and fees charged by the County in the performance of this function on behalf of the Town. (Exhibit 5D 1-7)

#### **Item 5E - Renewal of Participation in HUD "HOME" Program**

It is time to renew the Gastonia-Gaston HOME Consortium. The Gastonia-Gaston HOME Consortium is a group of units of local government that enter into an agreement which allows for qualification to receive federal funding from the U.S. Department of Housing and Urban Development (HUD). The agreement is valid for a three-year period and includes Gastonia, Gaston County, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain,

Lowell, McAdenville, Mount Holly, Ranlo, and Stanley, with the City of Gastonia serving as the lead entity. This collective local government alliance is beneficial in that it allows smaller communities that do not meet the minimum threshold for funding to assume a more regional, collaborative approach to meeting the affordable housing needs of its communities. 100% of funds will be utilized within the areas stated within the agreement. No match funds or administrative funds are required for continued participation, only your signature will be needed. A HOME Consortium agreement must be renewed every three years and the renewal process may vary depending upon the addition of a new member or decision of non-renewal by an existing member. The lead entity receives the direct annual allocation of HOME Investment Partnerships (HOME) Program funds that are used for programs and activities within each participating local government jurisdiction.

1. Administration

Eligible costs necessary to support the conduct of carrying out programs and activities.

2. Core Programs

Core Programs funding is given directly to eligible families – this includes programs like down payment assistance to help low to moderate income families purchase homes throughout Gaston County.

3. Community Housing Development Organization (CHDO) Projects

15% of the total allocation of HOME funds are used to fund CHDO projects. CHDO funds are awarded to eligible organizations through a competitive process and funding is open to nonprofit and for profit developers based on availability. A copy of the Interlocal Agreement is attached. (Exhibit 5E 1-5)

**Item 5F - Awarding a Finance Contract to United Financial**

The Fire Department has a new pumper which will arrive in roughly May to June 2025, in which we need to award financing for this apparatus. The funds were included in the FY 2024-2025 budget, however depending on when the truck arrives, the first payment might become due until FY 25-26. RFP's have provided two bidders with the lowest being United Financial a Division of HomeTrust Bank. Their rates are as follows: 10yr / 4.88% with annual payments of \$110,889, 12yr/ 5.00% with annual payments of \$97,173.37, 15yr/ 5.11% with annual payments of \$83,595.01. Due to another fire apparatus being approved and arrival date in roughly 2028, the Town Manager and Finance Director would recommend going with a 15 year loan at 5.11% Attached, you will find the proposal for financing, as well as the resolution for approval. (Exhibit 5F 1-6)

**Item 5G - Interlocal Agreement for IT Support with City of Gastonia and Gaston County**

Attached is an updated Interlocal Agreement for public safety computer support by and between the City of Gastonia and Gaston County. This interlocal agreement is needed to finish out the process of the Dallas Police Department to begin transitioning to the New World IT solution. (Exhibit 5G 1-12)

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

**Public Hearings:**  
*No Public Hearings*

**Old Business:**

**Item 7A - Fee Schedule Update- Parks and Recreation**

At the March 11, 2025 board meeting, a discussion and budget amendment was brought before the board to approve Dallas to begin offering football as part of our recreation program and to purchase some equipment needed. With that, registrations are now open, however; we need to set a fee for this sport.

Attached you will find the change in the fee schedule showing:

Football - \$175.00

\*Cheer - \$100.00

\*For Cheer, staff would like to present the registrants purchase their own cheer uniform instead of the Town. (Exhibit 7A 1-13)

Alderman Milton made a motion to approve the Fee Schedule Update - Parks and Recreation with the removal of the Cheer Fee and proceed with the Football Fee, bring back the Cheer fee to Work Session to discuss, seconded by Alderman Martin and carried unanimously.

**New Business:**

**Item 8A - Presentation of the Dallas CORE Strategic Plan by Jeff Emory**

On February 27th 2024, Jeff Emory, Community Economic Development Planner, with NC Department of Commerce presented an MOU and Resolution for the CORE program. Since then, a work group made of Town Staff as well as citizens of Dallas have met with Jeff and his colleagues monthly going over all things Dallas. The work group looked at things like (Outdoor Recreation Asset Mapping, Community Assessment and the development of an outdoor recreation strategic plan. Now at the final stages before implementation, Jeff will be presenting the CORE report to the Town Board. (Exhibit 8A 1-2)

Alderman Milton made a motion to adopt the core plan as presented, seconded by Alderman Withers and carried unanimously.

**Item 8B - Appoint an Alternate for the MPO Board**

The MPO Board is the decision-making policy board for the GCLMPO (Gaston-Cleveland-Lincoln Metropolitan Planning Organization). The membership includes elected officials from each member local government, as well as the Division 12 representative from the North Carolina Board of Transportation. The MPO Board provides policy direction for the planning process, facilitates communication and coordination among the member jurisdictions and guides the development of a comprehensive multimodal transportation program for the urban area. MPO Board meetings are typically held bi-monthly on the fourth Thursday of the month beginning in January. Voting member representatives and their alternates shall be elected officials only.

Alderman Milton made a motion to appoint Alderman Martin as the alternate to represent Dallas for the MPO Board Meetings, seconded by Alderman Withers and carried unanimously.

**Item 8C - Resolution to Apply for State Grant Assistance for a Lead Service Inventory, Find and Replace, and Replacement**

All community and public water supply systems must comply with the EPA's Lead and Copper Rule Revisions (LCRR) that went into effect December 16, 2021. Compliance requires an inventory of all service lines by October 16, 2024. The Town has completed phase one of the official Lead Service Line replacement AIA study and just recently received a Letter of Intent to Fund for Phase II of our LSR inventory. Staff feels confident that we should proceed and submit another application for the LSR Replacement process. The deadline for applications is June 2, 2025, however; a resolution must first be approved to apply by the Board. Attached is the resolution approving the Town's application for an LSLR project including Lead service line inventory, find and replace, and replacement. (Exhibit 8C 1-2)

Alderman Martin made a motion to approve the resolution, seconded by Alderman Withers and carried unanimously.

**Item 8D – Work Session Time Change (Addition)**

Change the April 22<sup>nd</sup> Work Session time from 5:00 pm to 4:00 pm.

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

**Mayor's Report:**

Alderman Milton acknowledge that the Town was selected as the top 9 cities to live in North Carolina, and it is a tremendous honor. Milton is honored to be part of this Board in this Town.

Mayor Beaty informed the meeting of the Clean Up Day Event happening Saturday April, 12<sup>th</sup> from 9-12. We have the opening day for baseball and softball Saturday with Anne Martin's dedication at 9am. Spoke with NC Representatives to see what opportunities there is for grants.

**Manager's Report:**

Manager Newton informed the meeting of the Museum Easter Egg Hunt on the 12<sup>th</sup> as well. We received the funding letter for the second phase of the grant.

Alderman Cearley asked on why the utility bills have not been received. Newton informed him they are aware and did speak with the 3<sup>rd</sup> party company. The 3<sup>rd</sup> party was experiencing a glitch with the post office. Utility bills were given to the post office on the 3<sup>rd</sup>. Newton did want to

reiterate that residents can sign up to view bills online, sign up to receive emails on the 1<sup>st</sup> and can call Town Hall to receive the amount to pay.

Alderman Withers made a motion to adjourn, seconded by Alderman Martin and carried unanimously (6:46).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

# Proclamation

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK  
May 4 - 10, 2025

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**WHEREAS;** the Office of the Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and;

**WHEREAS;** the Office of the Municipal Clerk is the oldest among public servants, and;

**WHEREAS;** the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and;

**WHEREAS;** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and;

**WHEREAS;** the Municipal Clerk serves as the information center on functions of local government and community, and;

**WHEREAS;** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations, and;

**WHEREAS;** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE BE IT RESOLVED,** by the Board of Aldermen of the Town of Dallas, North Carolina, to recognize the week of May 4 through May 10, 2025, as Municipal Clerks Week, and further extend our appreciation to our Town Clerk, Lindsey Tysinger, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Adopted this the 8<sup>th</sup> day of April, 2025.

Attested By:

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

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Lindsey Tysinger, Town Clerk

(SEAL)

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# Proclamation

Peace Officers Memorial Day and National Police Week 2025

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**WHEREAS**, law enforcement officers across our nation courageously dedicate their lives to the protection of our communities, upholding justice, maintaining order, and ensuring the safety of all citizens across the United States, including the dedicated members of the Dallas Police Department; and

**WHEREAS**, more than ever, our nation depends upon local law enforcement as our first line of defense, and it is important for the citizens of Dallas and Gaston County to know and understand the duties, responsibilities, and challenges of our law enforcement officers and agencies; and

**WHEREAS**, the men and women of those agencies give of themselves day in and day out to preserve our homeland security; and we applaud them for recognizing their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, since the first recorded death in 1791, more than 26,000 law enforcement officers in the United States have made the ultimate sacrifice and died in the line of duty; and

**WHEREAS**, in recognition of their dedication and sacrifice, the United States Congress, through a joint resolution approved on October 1, 1962 (Public Law 87-726), designated May 15<sup>th</sup> of each year as “**Peace Officers Memorial Day**” and the calendar week in which May 15 falls as “**National Police Week**” and has directed that flags be flown at half-staff on “**Police Officers Memorial Day**”, under Public Law 103-322, as amended; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Town of Dallas formally recognize **May 11-17, 2025, as National Police Week** and **Thursday, May 15, 2025, as Police Officers Memorial Day**, in Dallas, North Carolina, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Adopted this the 8<sup>th</sup> day of April, 2025.

Attested By:

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

(SEAL)

GASTON COUNTY  
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR  
COLLECTION OF TAXES

THIS INTERLOCAL AGREEMENT, made effective the last date set out below, by and between the **TOWN OF DALLAS**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "Town," and **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as the "County";

**WITNESSETH:**

WHEREAS, Chapter 160A, Article 20, Part I of the North Carolina General Statutes provides that units of local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

WHEREAS, the Town Board of Commissioners ("Town Board") has found and determined that it is in the public interest and for the public benefit to provide for the collection by the County of taxes of ad valorem property taxes levied by the Town; and

WHEREAS, the Board of Commissioners of the County has authorized the collection of taxes for cities and towns within the County; and

WHEREAS, the governing bodies of the Town and County desire to enter into an agreement to provide for the collection by the County of ad valorem property taxes levied by the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

A. Authority & Responsibilities

- (1) Billing: Beginning with the 2025 tax bill for FY 2025-26, the County shall prepare ad valorem property tax bills for the Town based on the ad valorem tax rate established by the Town Board. The County shall collect the ad valorem property tax for the Town, including any interest and/or penalties for late listing or late payment.
- (2) Appointment of Tax Collector: The Town hereby appoints the County tax collector as the tax collector for the Town for purposes of collecting those taxes described hereunder, with the powers, authority, duties, and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the Town from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.
- (3) General Duties: The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:
  - (a) Preparation of a tax scroll, tax book, or combined record as provided in N.C.G.S. 105-319;
  - (b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

- (c) Adoption of the order to collect taxes required by N.C.G.S. 105-321;
  - (d) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
  - (e) Listing, appraising, and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;
  - (f) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and
  - (g) Execution of settlements as required in N.C.G.S. 105-373.
- (4) Collections and Deposits:
- (a) Town taxes collected by the County, including any statutory interest or penalties, shall be wire transferred from the County's bank to the Town's bank account daily by 11:00 a.m. On recognized holidays for the bank, the Town, or the County, bank transfers shall be made on the last business day preceding the holiday.
  - (b) The Town shall refer its taxpayers to one of three (3) collection points or methods:
    - 1) the Gaston County Tax Office;
    - 2) mail to the Gaston County Tax Office; or
    - 3) mail to the County's designated bank for lockbox processing.
- (5) Partial Payments: Partial payments on tax bills containing the County and Town tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.
- (6) Discounts: The County shall have no authority to apply discounts to Town taxes collected unless a schedule of discounts has been adopted by the Town pursuant to N.C.G.S. 105-360.
- (7) Acceptance of Checks (Endorsements): The Town shall authorize the acceptance of checks by the County which are drawn to the order of the Town and are collected through the County tax office or lockbox, which are clearly identified as being for payment of property taxes.

B. Term of Agreement

- (1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2025, and will terminate on June 30, 2027; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.
- (2) Tax Rate Notification: The Town will forward written notification of its tax rate to the County Tax Collector by June 20<sup>th</sup> of each year.
- (3) Termination: The Town may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

- (1) Fees for Collection: The Town will be charged a fee as calculated by the County of .95%, and this fee will be reassessed following the county-wide revaluation(s).
- (2) Definition of "tax bill": For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.
- (3) Adjusted Tax Bills: No additional fee or fees shall be owed by Town to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice Town a collection fee for the newly generated tax bill.
- (4) County shall invoice Town in November of each year based on the beginning total levy amount of real property, personal property, and public service company properties for the 2025 tax year and each subsequent year.

CI. Reports and Records

- (1) The County shall provide to the Town weekly reports of revenues collected and transferred to the Town's bank account within three business days of such transfer.
- (2) Other Reports: The County shall provide the Town with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, and collections in a form mutually agreed upon by the Town and the County.
- (3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.
- (4) Annual Settlement: The County tax collector will submit to the Town Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).
- (5) Computer Access: The Town shall have the right to on-line computer access in a form mutually agreed upon by the Town and the County.
- (6) Records and Maps: The Town shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to Town taxes. The Town shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

- (7) Separate Collection Records: Records showing separately the amount of County taxes assessed and collected and the amount of Town taxes assessed and collected shall be maintained by the County tax collector.

E. Adjustments to Tax Accounts (Releases, Refunds, & Discoveries)

- (1) Releases: The Town authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor, and the tax collector to make any adjustments to Town tax accounts in accordance with N.C.G.S. 105-312, 380, and 381.
- (2) Refunds: Any refunds due on accounts for which the Town has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the Town for processing.
- (3) Releases or Adjustments of Penalties/Interest: The Town reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the Town rejects the decision of the County, a hearing for the taxpayer before the Town Board will be scheduled within thirty (30) days to make a final determination on the status of interest and penalties on the Town tax account.

F. Collection of Delinquent Town Taxes

- (1) Collection Assistance: In an effort to maintain a high collection percentage on Town property taxes, the Town will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the County.
- (2) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

- (1) Foreclosure Action: If a delinquent bill is due both the County and the Town, the County legal department may, at the direction of its governing body, bring actions for foreclosure of both tax liens on delinquent taxes. It shall be the Town's duty to pursue foreclosure of taxes owed only to the Town.

- (2) Proceeds from Foreclosures: Penalties and interest collected, proceeds recovered from tax foreclosure sales, and discounts, settlements, or compromises allowed shall be apportioned between the County and the Town pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

H. Bonds and Audits

- (1) Bonds. The Gaston County Tax Collector shall be bonded to collect taxes, as established under the terms herein.
- (2) Annual Audits: The tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the Town once the annual audit is complete to satisfy Town audit requirements of tax revenue. The Town may, at its own expense, arrange for auditing of records relating to Town taxes.

I. Gross Receipts Tax Pursuant to N.C.G.S. 160A-215.1

In the event that the Town has adopted an ordinance to levy a gross receipts tax on vehicle rentals or leases which is substantially similar to the ordinance adopted by Gaston County, the County will collect and distribute the proceeds of the tax on behalf of the Town.

J. Indemnification

To the extent permitted by North Carolina law, the Town, during the term of this Agreement, shall indemnify and save harmless the County from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the County by the Town. Likewise, to the extent permitted by North Carolina law, the County during the term of this Agreement, shall indemnify and save harmless the Town from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the Town by the County.

K. Amendments

This Agreement may be amended only by an instrument in writing executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives and their seals to be hereto affixed.

**TOWN OF DALLAS**

By: \_\_\_\_\_  
Town Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
(Deputy) Town Clerk

\_\_\_\_\_  
Town Attorney

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager/Asst. County Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

\_\_\_\_\_  
County Attorney/Deputy County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the **Town of Dallas** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its Town Manager, sealed with its corporate seal and attested by him/her as its Town Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of Commissioners**, and that by authority duly given and as the act of the Gaston County Board of Commissioners, the foregoing instrument was signed in its name by \_\_\_\_\_, County Manager/Assistant County Manager, sealed with its corporate seal and attested by \_\_\_\_\_ as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires:

**INTERLOCAL AGREEMENT  
CREATING CONSORTIUM FOR PARTICIPATING  
IN HUD “HOME” PROGRAM**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Gastonia”; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Belmont”; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Bessemer City”; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cherryville”; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cramerton”; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Dallas”; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Kings Mountain”; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Lowell”; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “McAdenville”; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Mount Holly”; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Ranlo”; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Stanley”; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as “County” (collectively, the “Participating Units”);

**WITNESSETH:**

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

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

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

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

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

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

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

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2026, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.
4. Participation. Gastonia, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain, Lowell, McAdenville, Mount Holly, Ranlo and Stanley shall only participate in the Down Payment Assistance, which shall provide down payment assistance to the

residents, and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.

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

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

TOWN OF DALLAS

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

ATTEST:

\_\_\_\_\_  
CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

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

Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

My commission expires: \_\_\_\_\_

SEAL

## **EXHIBIT A**

City Manager  
City of Gastonia  
Post Office Box 1748  
Gastonia, NC 28053

County Manager  
Gaston County  
128 West Main Avenue  
Gastonia, NC 28052

City Manager  
City of Belmont  
1401 East Catawba Street  
Belmont, NC 28012

City Manager  
City of Bessemer City  
132 West Virginia Avenue  
Bessemer City, NC 28016

City Manager  
City of Cherryville  
116 South Mountain Street  
Cherryville, NC 28021

Town Manager  
Town of Cramerton  
155 North Main Street  
Cramerton, NC 28032

Town Manager  
Town of Dallas  
210 North Holland Street  
Dallas, NC 28034

City Manager  
City of Kings Mountain  
Post Office Box 429  
Kings Mountain, NC 28086

City Manager  
City of Lowell  
101 West First Street  
Lowell, NC 28098

Town Clerk  
Town of McAdenville  
Post Office Box 9  
McAdenville, NC 28101

City Manager  
City of Mount Holly  
400 East Central Avenue  
Mount Holly, NC 28120

Town Manager  
Town of Ranlo  
1624 Spencer Mountain Rd.  
Gastonia, NC 28052

Town Manager  
Town of Stanley  
Post Office Box 278  
Stanley, NC 28164



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February 21, 2025

Town of Dallas, NC  
210 N. Holland Street  
Dallas, NC 28034  
ATT: Kristin Boone  
Finance Director

**Proposal for Acquisition & Finance of:** One New Fire Apparatus and related equipment.

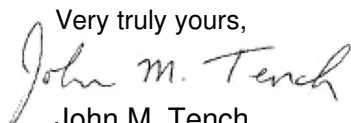
Dear Kristin,

As per your request, we are enclosing our proposal for the above captioned transaction. This transaction is structured on an annual basis with either 10, 12 or 15 annual payments beginning one year after funding and each 12 months thereafter. This transaction is calculated at an annual percentage rate of 4.88%, 5.00%, or 5.11% respectively.

United Financial will take a security interest only in the vehicles and equipment we are financing. There are no direct bank closing costs or origination fees related to the transaction and the rate is fixed for the duration of the financial commitment. Please review the PAYMENTS section of the attached proposal regarding rate lock-in periods and rate adjustment terms.

The bank does not charge a prepayment schedule, however the Concluding Payment reflected on the sample Repayment Schedule B is calculated at 102.5% of the outstanding principal balance (after each annual payment is applied) for the first half of the contract and at 100% of the outstanding principal balance for remainder of the contract. See the attached Repayment Schedules for details.

If you have any questions or need additional information, please contact me at your convenience. I would be happy to come to your next board meeting and discuss this transaction further with your board. Thank you for the opportunity to provide this proposal to you.

Very truly yours,  
  
John M. Tench  
Senior Vice President  
Director of Municipal Finance

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**Ph. #/828-684-5643**  
**Fax #/828-684-5616**



## Town of Dallas

DATE: March 31, 2025  
 TO: Jonathan Newton, Town Manager  
 FROM: Kristin Boone, Finance Director  
 SUBJECT: Financing of the following:  
 Custom Inferno Ferrara Extruded Body 2000 GPM Pumper, 750 Gallon  
 Tank Fire Apparatus for a total amount of **\$861,272.**

Requests for proposals for the financing of the above referenced apparatus were sent to approximately six (6) financial institutions. Two (2) institutions responded with the following quote for a 10,12 & 15 year term financing:

Financial Institution	Interest Rate: 10 Yr	Interest Rate :12 Yr	Interest Rate: 15 Yr
Unified Financial A Division of HomeTrust Bank	4.88% (\$110,889/annually)	5.00% (\$97,173.37/annually)	<b>5.11%</b> <b>(\$83,595.01/annually)</b>
Elite Finance Group	4.91% (110,790.27/annually)	5.21% (98,073.44/annually)	5.42% (85,105.52/annually)

Recommendation is to award the financing bid to United Financial, a Division of HomeTrust Bank with an interest rate of 5.11% for 15 years.



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February 21, 2025

Town of Dallas, NC  
210 N. Holland Street  
Dallas, NC 28034  
ATT: Kristin Boone  
Finance Director

**Proposal for Acquisition & Finance of:** One New Fire Apparatus and related equipment.

Dear Kristin,

As a follow-up to your recent request for a proposal regarding the above-mentioned transaction, United Financial is pleased to offer a finance proposal as follows:

**LESSOR:** United Financial, *A Division of HomeTrust Bank*

**LESSEE:** Town of Dallas, NC

**COLLATERAL:** Equipment described above.

**AMOUNT:** Up to \$861,272.00

**START DATE:** Immediately upon funding

**TERM:** 10, 12 of 15 Years

**PAYMENTS:** Option 1: Lease payments will consist of ten (10) annual payments of \$110,889.60 comprised of principal and interest.

Option 2: Lease payments will consist of twelve (12) annual payments of \$97,173.37 comprised of principal and interest.

Option 3: Lease payments will consist of fifteen (15) annual payments of \$83,595.01 comprised of principal and interest.

Terms will be held for six months from the date of the proposal (also subject to Expiration and Acceptance terms below).

**EXPIRATION:** Lease payment terms quoted herein are subject to transaction being documented by 02 21 2025.

**LEGAL TITLE:** Legal Title to the Equipment during the Lease Term shall vest in the Lessee with Lessor perfecting a first security interest through Equipment Title, UCC, or other filing instruments as may be required by law.

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**Phone 828-684-5643**  
**Fax 828-684-5616**

- NET LEASE:** The Lease will be a net lease, under which all costs and responsibility of maintenance, insurance, taxes and other items of a similar nature shall be for the account of Lessee.
- INSURANCE:** Lessee shall provide evidence of insurance coverage at the time of delivery of the Equipment, in accordance with the provisions of the Lease.
- FINANCIALS:** Lessee shall furnish Lessor with its last three, (3) fiscal years financial statements and its latest interim financial statements, plus such other pertinent information as Lessor may reasonably request.
- APPROVAL:** Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to deliver and acceptance of the Equipment.
- ACCEPTANCE:** Lessee acknowledges that the terms and conditions of this proposal are satisfactory and that upon execution hereof by Lessee this proposal shall constitute a valid and binding obligation of Lessee. As further condition to Lessor's approval hereof, Lessee must acknowledge its acceptance of this proposal by signing below in the space provided and returning it to the Lessor by 03/21/2025.

**TERMS PRESENTED IN THIS PROPOSAL SHALL SURVIVE CLOSING.**

**Important Information You Need to Know About Opening a New Account**

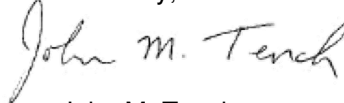
To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account.

**What This Means for You**

When you open an account, we will ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see your driver's license or other identifying documents.

If you determine that this finance structure meets the needs of your organization, please have the appropriate officer indicate the chosen option, place their signature at the bottom of this page, and return it to us via fax, email or US Postal Service. Upon receipt of the signed proposal, we will be in touch with you to make provision for documenting the finance. Thank you for the opportunity to submit this proposal letter for your review and approval. Should you have any questions or comments regarding the terms and conditions, or if we can be of any further assistance to you, please do not hesitate to call.

Sincerely,



John M. Tench  
Senior Vice President  
Director of Municipal Finance

**ACCEPTED BY:**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please select: Option 1: \_\_\_\_\_ Option 2: \_\_\_\_\_ Option 3: \_\_\_\_\_

## Resolution Approving Financing Terms

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**WHEREAS,** The Town of Dallas (the “Town”) has previously determined to undertake the financing of:

A new custom Inferno Ferrara extruded body 2000 GPM Pumper, 750 gallon tank fire apparatus for a total cost of **\$861,272**

Approximate amount of \$861,272, (the “Project”), and the Finance Officer has presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Town hereby determines to finance the Project through United Financial a Division of HomeTrust Bank in accordance with the proposal dated February, 21, 2025. The amount financed shall not exceed \$861,272, the annual interest rate (in the absence of default or change in tax status) shall not exceed 5.11%, and the financing term shall not exceed fifteen (15) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.
4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Town intends that the adoption of this resolution will be a declaration of the Town’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town’s general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

## Resolution Approving Financing Terms

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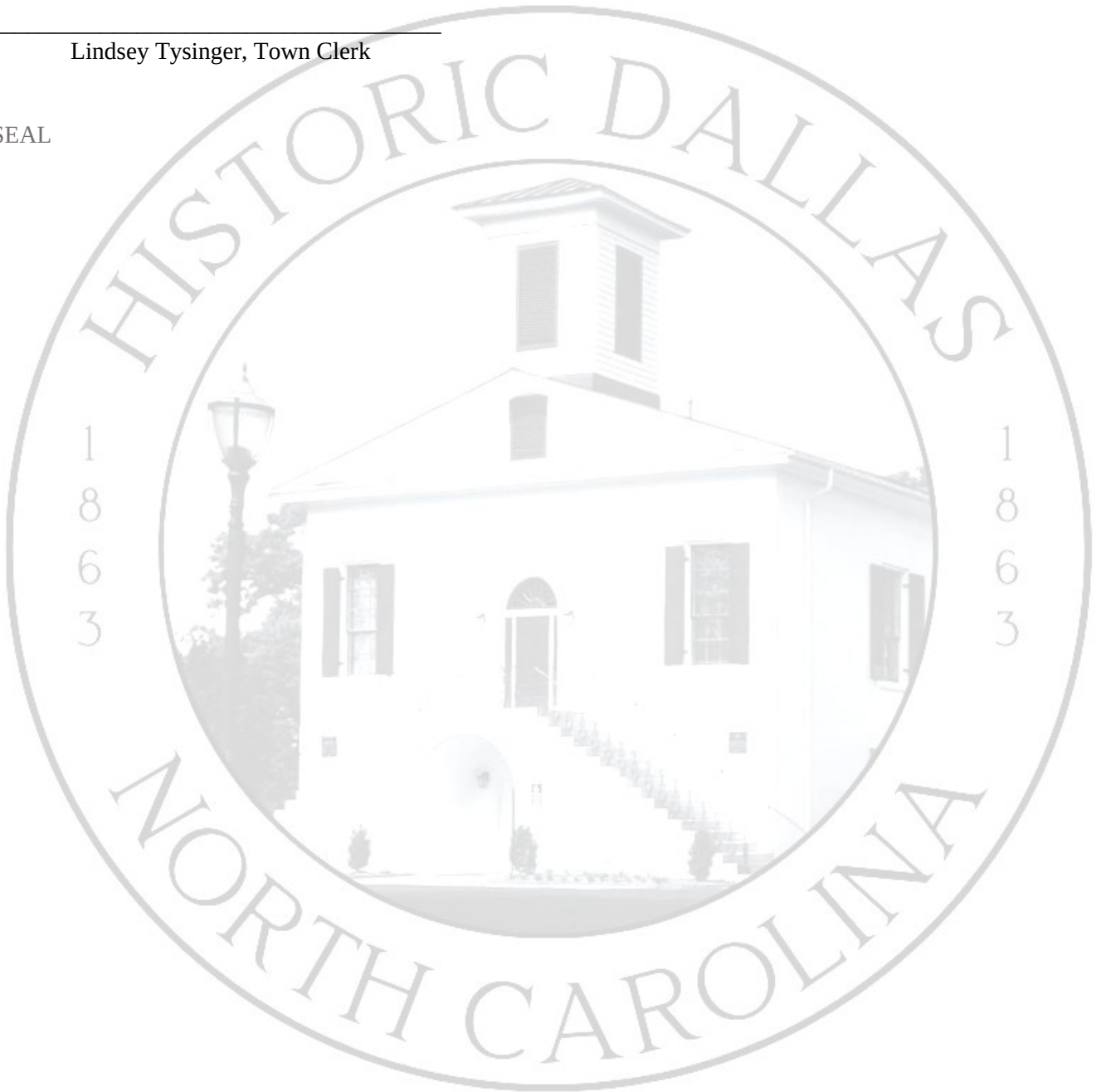
Approved this 8<sup>th</sup> day of April, 2025.

By: \_\_\_\_\_  
Hayley Beaty, Mayor

ATTEST:

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

SEAL



## STATE OF NORTH CAROLINA

## COUNTY OF GASTON

INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS  
DISPATCH AND PUBLIC SAFETY COMPUTER SUPPORT

## THE TOWN OF DALLAS

**THIS AGREEMENT**, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF GASTONIA, a municipal corporation organized under the laws of North Carolina, ("City"), the COUNTY OF GASTON, a body politic organized under the laws of North Carolina ("County"), the CITY OF BELMONT, a municipal corporation organized under the laws of North Carolina, ("Belmont"), the TOWN OF CRAMERTON, a municipal corporation organized under the laws of North Carolina, ("Cramerton"), the CITY OF CHERRYVILLE, a municipal corporation organized under the laws of North Carolina, ("Cherryville"), the CITY OF MOUNT HOLLY, a municipal corporation organized under the laws of North Carolina, ("Mount Holly"), the CITY OF LOWELL, a municipal corporation organized under the laws of North Carolina, ("Lowell") and the TOWN OF DALLAS, a municipal corporation organized under the laws of North Carolina, ("Dallas").

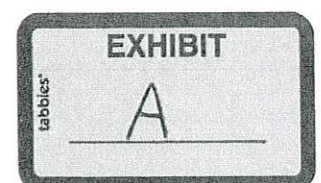
## WITNESSETH

**WHEREAS**, City and County have previously entered into an agreement dated April 26, 2012, ("Master Agreement"), a copy of which is attached hereto as Exhibit "A-1" and incorporated by reference as though fully set forth herein, concerning the responsibilities of the City and County regarding the operation and maintenance of a combined telecommunications center, and of computer support for public safety systems within Gaston County; and

**WHEREAS**, the Master Agreement provided that additional public safety organizations located within or serving a portion of Gaston County may, in the future join the systems which are the subject of the Master Agreement and that the method by which, and when such agencies come into the system would be agreed upon in writing by the City and County and the public safety organization to be added; and

**WHEREAS**, the Master Agreement was amended when Belmont entered into said agreement by written instrument dated July 5, 2016; and

**WHEREAS**, on or about May 2019 the City and County entered into an amendment to the Master Agreement ("2019 Amended Master"), a copy of which is attached hereto as Exhibit "C-1", to better define the City's and the County's rights, responsibilities and duties with regard to certain communications shared facilities that are governed by the Master Agreement; and,



**WHEREAS**, the Master Agreement was amended when Cramerton entered into said agreement by written instrument dated June 3, 2019 (a copy of which is attached as “A-2”), and

**WHEREAS**, the Cherryville Fire Department, the Mount Holly Fire Department, and the Lowell Police Department were added to the combined system by written instrument dated August 23, 2023 (a copy of which is attached as “A-3”), and

**WHEREAS**, the TOWN OF DALLAS Police Department has requested that their respective agency be added to the combined system and be provided certain services which are the subject of the Master Agreement and 2019 Amended Master; and

**WHEREAS**, the parties hereto desire to continue their intergovernmental relationship under the Master Agreement and 2019 Amended Master,

**WHEREAS**, the parties hereto are authorized to enter into this agreement by virtue of N C G S §160A-461

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows

- 1     Participating Jurisdiction. The purpose of this agreement is to add the Dallas Police Department as a participating jurisdiction to the Master Agreement and 2019 Amended Master and to set forth the terms and conditions by which it will be added. The Dallas Police Department shall be subject to and bound by the terms and conditions of the Master Agreement and the 2019 Amended Master
- 2     Information Technology Services Provided. Dallas Police Department shall be entitled to receive services as a Full User of the New World system to the same extent that other current and future participating jurisdictions receive those services. No radio maintenance will be provided to Dallas PD under this agreement
- 3     Service Level Agreement. City shall provide services as defined in “Consolidated Public Safety Interlocal Agreement Exhibit B-1 Service Level Agreement (SLA) Additional Terms and Conditions ”
- 4     Cost Sharing Methodologies and Percentages. The costs allocable to Dallas Police Department for services provided in this agreement shall be determined as set forth in Paragraph 8 of the Master Agreement and the referenced exhibit, “Exhibit C Cost Sharing for Public Safety Systems and Radio Systems Support.” The costs allocable to the parties for the first year of this agreement are as set forth in the Excel spreadsheet attached hereto as Exhibit “B” and incorporated herein by reference. Costs allocable to the parties shall be reviewed and adjusted on an annual basis

- 5     Term The term of this agreement shall begin on the date of execution hereof by all parties and shall extend until June 30, 2024 ("Initial Term") It is the intent of the parties that the term of this agreement shall run concurrently with the Master Agreement. The parties further agree that this agreement shall be automatically extended at the end of the Initial Term for a five-year period, provided, however, that any party may withdraw at the end of the initial Term by giving written notice to all participating jurisdictions not less than twenty-four (24) months prior to the end of the initial term Withdrawal from this agreement shall constitute withdrawal from the Master Agreement, and withdrawal from the Master Agreement shall constitute withdrawal from this agreement.
  
- 6     Invoices for Services Rendered. For the fiscal year ending June 30, 2025, City and County shall invoice the Town of Dallas on a quarterly basis for all services provided hereunder in the amount equal to Dallas' percent of supported devices and users subject to the Master Agreement and such invoices shall be paid within 30 days of receipt. Amounts to be billed for future years shall be determined as set forth in the Master Agreement and shall be billed on a quarterly basis Unbilled items from the previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, the Town of Dallas is expected to seek any additional appropriations from its governing body in order to ensure that payments of invoices will not be delayed.
  
- 7     PSSSC Dallas PD shall appoint two members to the Public Safety Systems Steering Committee ("PSSSC") The appointees shall be those persons holding the positions set forth in the Master Agreement
  
- 8     Deficiencies in Service and Dispute Resolution. Any claims or disputes arising between the parties shall be resolved as set forth in Paragraph 17 of the Master Agreement. To the extent that such claims or disputes involve Dallas a panel is appointed to engage in nonbinding mediation pursuant to the terms of Paragraph 17, Dallas shall be entitled to appoint one member to the panel in addition to the members appointed by the City and the County
  
- 9     Notice Any written notice to be given hereunder by any party to any other party shall be affected by certified mail, return receipt requested Notice to the City shall be sufficient if addressed to the City Manager, P O Box 1748, Gastonia, North Carolina, 28053 Notice to the County shall be sufficient if addressed to the County Manager, P O Box 1578, Gastonia, NC 28053 Notice to Belmont shall be sufficient if addressed to the City Manager, 115 N Main St, Belmont, NC 28012 Notice to Cramerton shall be sufficient if addressed to the Town Manager, 155 North Main St, Cramerton, NC 28032 Notice to Lowell shall be sufficient if addressed to the City Manager, 101 W 1<sup>st</sup> Street, Lowell, NC 28098 Notice to Cherryville shall be sufficient if addressed to the City Manager, 116 S Mountain Street, Cherryville, NC 28021 Notice to Mount Holly shall be sufficient if addressed to the City Manager, 400 E Central Avenue, Mount Holly, NC 28120, Notice to Dallas shall be sufficient if addressed to the Mayor, 210 N Holland St, Dallas NC 28034

- 10     Entire Agreement.     This agreement including the attached Exhibits constitutes the entire agreement between the parties, and no party shall be bound by any requirement which is not specifically stated herein
- 11     Waiver of Immunity/Third Party Liability No portion of this Agreement shall be deemed to constitute a waiver of any immunities which any party or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either part to any persons not a party to this Agreement.
- 12     Severability If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid
- 13     Applicable Law This Agreement shall be interpreted, construed, and government by the State of North Carolina.
- 14     Amendments Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto
- 15     E-Verify Requirements Each party certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into

Each party agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Contractor agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes

Town of Dallas

By \_\_\_\_\_  
Hayley Beaty, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_ Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he or she is the City Clerk of the Town of Dallas and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand a Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

My Commission expires \_\_\_\_\_

f

STATE OF NORTH CAROLINA

COUNTY OF GASTON

INTERLOCAL AGREEMENT PROVIDING FOR TELECOMMUNICATIONS DISPATCH, AND  
PUBLIC SAFETY SYSTEMS COMPUTER SUPPORT

THIS AGREEMENT, made and entered into this 26 day of April, 2012, by and between the CITY OF GASTONIA, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City"), and the COUNTY OF GASTON, a body politic organized under the Laws of the State of North Carolina, (hereinafter referred to as "County").

## WITNESSETH:

**WHEREAS**, in 1998 City and County entered into an Intergovernmental Agreement Providing For Combined Telecommunications, Police, Fire and EMS Records Management and Criminal Information Systems (hereinafter "the 1998 Agreement"); and

**WHEREAS**, County is the Public Safety Answering Point (PSAP) under NCGS 62A-40, et seq., and receives distributions from the State 911 Fund; and

**WHEREAS**, the operation and maintenance of a telecommunications center, and of computer support for public safety systems are proper governmental functions of both City and County; and

**WHEREAS**, both parties desire to continue their intergovernmental relationship as to the telecommunications dispatch center, the management of applicable police, fire and EMS records and the level of technical and computer support being provided for public safety systems so as to enhance economy, efficiency, and the level of services provided to our citizens; and

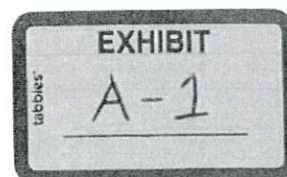
**WHEREAS**, City and County have mutually developed a proposal to revise the intergovernmental relationship as to the aforementioned matters that each has accepted; and

**WHEREAS**, this Agreement is intended to define the rights, responsibilities and duties of the parties hereto; and

**WHEREAS**, City and County are authorized to enter into this Agreement, by virtue of N.C.G.S. Sections 160A-461;

**NOW, THEREFORE**, for and in consideration of the following mutual promises and covenants, City and County hereby agree as follows:

1. Agreement Representatives: City and County shall each designate, in writing, a representative to serve as the respective manager or spokesperson of the respective entity in the implementation and ongoing administration of this Agreement.
2. Facilities: City and County shall each provide sufficient space in their respective facilities to house the physical equipment systems described hereinafter.
3. Equipment: City and County shall provide closely interrelated systems to continue the public safety computer system (hereinafter referred to as the "system") established by the 1998 Agreement as follows:



2012-104

- (a) A foundation computer system consisting of a fiber optic cable system connecting public safety facilities, local and wide area networking apparatus building cable plants which are primarily Category 5+ or better personal computers printers and other necessary computer system devices and peripherals, network control and management servers and office automation and data servers The scope details for covered computing systems are defined in Exhibit D
  - (b) A core application system consisting of computer software and server hardware which supports and enhances computer aided dispatch (CAD), police fire and emergency medical records management (RMS), crime analysis and jail management and geographic information systems (GIS) The scope details for covered application systems are defined in Exhibit D
  - (c) A mobile data communications system and automatic vehicle location (AVL) based on global positioning system equipment (GPS) and related software vehicular mounted computers and software which allows direct interface to the message switch associated with the foundation computer system The scope details for covered mobile data communications systems are defined in Exhibit D
- 4 Ownership of Record for Core System Components. The ownership of record for core system components will be the agency that budgets for and purchases each respective core system hardware or software. The budgeting agency will be determined during the initial fiscal year planning as per Exhibit B
- 5 Procurement and Maintenance Responsibilities For each of the systems described hereinabove the parties shall be responsible for maintenance as follows

(a) Foundation computer system

- 1 Procurement of all necessary fiber cable, connectors patch panels and cables and splicing services for the fiber optic plant which supports core system locations will be shared as specified in Exhibit C Core system locations are locations housing systems that are shared by multiple jurisdictions City will install fiber on City utility poles and coordinate the final installation and testing of the fiber plant which supports core system locations City will maintain the fiber optic plant and charge County for maintenance materials, not including testing and repair tools and equipment. The expense and coordination for all fiber cable fiber cable installation, utility pole usage, connectors, patch panels and cables which support non-core system locations (house systems used by only one jurisdiction) are the responsibility of the consuming jurisdiction, unless otherwise agreed upon in writing
- 2 Up front and recurring costs for all necessary local and wide area networking apparatus network control and management servers, and office automation and data servers which supports core system locations and core application systems, will be shared as specified in Exhibit C City will install configure test and maintain those components
- 3 Each participating jurisdiction will procure and maintain in-building cable plants for their respective facilities All such cable plant designs and installations will be approved by the consolidated Public Safety System Steering Committee ("PSSSC") Each participating jurisdiction will procure necessary personal computers printers and related computer accessories and peripherals as needed to support their public safety agencies Said components must be reviewed and approved before purchase by City City will maintain and support approved equipment and devices The costs of said maintenance will be shared as specified in Exhibit C

**(b) Core Application System**

Procurement of the core application system and all vendor related costs to maintain the system will be shared as specified in Exhibit C. City will install, configure and maintain the core application system. The jail management system and server(s) will be physically installed in City's police department complex. The computer aided dispatch system and server(s) will be physically installed in County's emergency communication center. All other systems and servers will be installed in City's police department building to include records management system, crime analysis system, fire and EMS systems, and the back-up computer aided dispatch center. The costs required to support the operation of said systems will be shared as specified in Exhibit C.

City's Public Safety Information Technology ("IT") staff will develop and maintain the GIS (geographic information system) data required for the implementation and daily operation of the Public Safety System. The Gaston County Department of Planning & Development Services will be responsible for notifying City Public Safety IT of any street changes, street additions or annexations which occur within any of Gaston County's municipal or unincorporated areas, at the time that these events are made known to them. It will be the responsibility of each municipality to notify the Gaston County Department of Planning & Development Services when these changes occur within their boundaries. City Public Safety IT will provide updated GIS boundary data to County IT GIS and Gastonia City IT GIS whenever changes are made to the police, fire, EMS or Sheriff boundary layers in the Public Safety System.

**(c) Mobile Data Communications System**

Procurement of the central components of the mobile data communications system (such as the network controller, message switch interface, radio base stations) will be shared as specified in Exhibit C. The cost for in-car apparatus to equip vehicles is the responsibility of each respective participating jurisdiction. City will install, maintain and support the mobile data communications system and related central control equipment. The emergency communications staff at the County will operate and configure the central equipment. City will charge back the actual cost of parts and supplies used in maintaining in-car equipment to each respective jurisdiction. The overall costs required to support the operation of said mobile data communications system in-car equipment will be shared as specified in Exhibit C.

- 6 **County-wide Emergency Service Telecommunications Services.** County agrees to provide county-wide emergency telecommunications services to all police, fire, and ambulance agencies currently receiving telecommunications services as specified in Exhibit A. County agrees to dispatch appropriate emergency response agencies, per the policies and procedures established between the respective agency and County. City and County understand that additional public safety agencies located within or serving a portion of Gaston County may, in the future, join the telecommunications system which is the subject matter of this Agreement. The method by which, and when said agencies come onto the system shall be agreed upon in writing between the City and County and such third party jurisdictions as they are individually added to the telecommunications system. Impact on the Public Safety Systems scope must be reviewed as prescribed in Exhibit D.
- 7 **Radio Maintenance.** Radio equipment shall be maintained by the City. City agrees to establish a formal preventive maintenance schedule and maintain all radio equipment utilized by the County's Emergency Communications Center, including all tower and radio transmission and receiving equipment. City agrees to maintain all records and data pertaining to the performance of radio maintenance. The cost required to support maintenance of radio equipment, and the associated records and data will be shared as specified in Exhibit C.

- 8 Cost Sharing Methodology and Percentages. The methodologies by which costs are shared between the jurisdictions participating in this agreement are outlined in Exhibit C. The result of the outlined methodology agreement for the first year of this agreement is an Excel spreadsheet attached hereto as Exhibit F. Exhibit F details each participating jurisdiction's percentage share of the total Public Safety System cost for the first budget year of this agreement. The parties to this Interlocal Agreement hereby agree that Exhibit F is a living document that could change yearly. Exhibit F is included as an example of the type of document that will be developed annually during budget planning, for the purpose of establishing the fair share costs for all public safety system participating agencies.
- 9 Licensing and Compliance with Applicable Laws. City and County agree to comply with all applicable federal, state, county and local laws, rules, regulations, ordinances, orders, and decrees in effect at the time of this Agreement. The parties agree that later enacted laws, rules, regulations, ordinances, orders, and decrees may require modification of this Agreement. City and County agree to indemnify, defend and hold harmless the other against any claim or liability arising from City's or County's violation of any such applicable laws, rules, regulations, ordinances, orders, or decrees, to the extent provided (or limited) by law.
- 10 Telecommunicators. The County shall manage all telecommunications operations supporting agencies specified in Exhibit A, and pay all telecommunicator wages, until otherwise agreed upon by parties hereto. On an annual basis, the County will disclose planned use of 911 revenues. The Public Safety Systems Steering Committee ("PSSSC") as set forth in Exhibit B shall make recommendations for 911 funding allocation. Recommendations will be reviewed by the Communication center's managing entity for funding potential.
- 11 Non-Liability. City and County agree that in no event shall either County or City be liable or responsible to each other, or to other persons due to any stoppage or delay in work herein provided for, where such stoppages or delays result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of City or County.
- 12 Hours of Operation and Access to Systems. All systems described herein shall be available and maintained by the parties hereto as specified in Exhibit E - Service Level Agreements.
- 13 Staffing of Facilities. City and County shall adequately staff all systems to ensure that the work described in this Agreement is satisfactorily completed.
- 14 Term. City and County agree that the duration of this Agreement shall begin on July 1st, 2012 and extends until June 30<sup>th</sup>, 2022 ("Initial Term"). The parties hereto further agree that this agreement shall be automatically renewed at the end of its term for a Five Year Period provided, however, that any party may withdraw at the end of the Initial Term by giving written notice to withdraw from participation in this Agreement which must be received by all other participating jurisdictions not less than twenty-four (24) months prior to expiration of the Initial Term. Annually, participating jurisdictions shall review and adjust annual costs as specified in Exhibit C.
- 15 Division of Annual Management, Support, and Service Costs. Unless specified otherwise within this Agreement, all costs pertaining to this agreement are shared as specified in Exhibit C.
- 16 Invoices (Payments) for Services Rendered. Each party shall furnish to the other party, on a quarterly basis, invoices for services rendered hereunder within forty-five (45) days from the end of the quarter and each party hereto agrees to pay said invoices within thirty (30) days after receipt of the same from the other party. Unbilled items from a previous quarter should be included in the next quarterly billing and should any additional appropriations be needed, the

paying party is expected to seek any additional appropriations from its governing body in order not to delay payment of such invoice

- 17 Deficiencies in Service and Dispute Resolution. Any deficiencies in service in the system not resolved by the respective jurisdictions should be brought to the attention of the Public Safety Systems Steering Committee ("PSSSC") for resolution. If resolution is not achieved by said committee, then the deficiency in services shall be brought to the attention of the participating City and County Managers. In the event that either party determines deficiencies in the service and work provided by any other party are not being resolved, the determining party shall notify the party responsible for the deficiency in writing as to the precise nature of any such deficiency. Within ten (10) working days of receipt of such notice the receiving party shall correct or initiate reasonable action to correct the deficiency complained of including, if necessary, increasing the work force and equipment or modifying the policies and procedures used in performing services pursuant to this Agreement. Completion of all corrective action shall be accomplished within a time frame prescribed and monitored by the PSSSC. If the notified party fails to correct or take reasonable steps to correct the deficiency within ten (10) working days after notification by the PSSSC, a panel of three persons shall be appointed to engage in a non-binding mediation to resolve the issue in good faith. City shall appoint one member, County shall appoint one member, and one member will be agreed upon by both City and County to comprise the panel. If, after following the dispute resolution procedures outlined in this paragraph the notifying party finds that deficiencies in service or work provided by the other party still exist, the notifying party may declare the other party to be in default and terminate this Agreement upon the giving of twenty four (24) months' prior written notice to terminate.
- 18 Staffing and Professional Services. Any changes to public safety systems support staffing levels (organizational structure, increases or decreases in support staffing counts, etc.) whether permanent or temporary (professional services, etc.) must be submitted, reviewed, and discussed by the PSSSC. Ultimate discretion to act on staffing changes remains with submitting agency.
- 19 Assignment of Contractor's Duties and Obligations. The duties and obligations in this Agreement are non-transferable or assignable without prior written consent of City and County.
- 20 Notice. Any written notice to be given hereunder by either party to the other party shall be affected by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the City Manager, P O Box 1748 Gastonia North Carolina 28053. Notice to the County shall be sufficient if made or addressed to the County Manager, P O Box 1578, Gastonia, North Carolina, 28053. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.
- 21 Entire Agreement. This Agreement and the attached Exhibits constitute the entire Agreement between City and County and neither City nor County shall be bound by any requirement which is not specifically stated in this Agreement. Additional agreements from other participating jurisdictions may reference this agreement and the terms therein. Additional jurisdictions will be subject to all of the terms of this agreement, including cost sharing methods, unless otherwise agreed upon in writing.
- 22 Waiver of Immunity/Third Party Liability. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which City or County or their officers or employees may possess nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either part to any persons not a party to this Agreement.
- 23 Non-Appropriation. No portion of this Agreement shall be deemed to create an obligation of the part of City or County to expend funds not otherwise appropriated in each succeeding year.

24 Severability. If any section, subsection paragraph sentence clause or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section subsection paragraph, sentence clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs sentences clauses, or phrases might be declared to be unconstitutional or invalid

25 Applicable Law This Agreement shall be interpreted construed and government by the State of North Carolina

26 Amendments. Amendments which are consistent with the purposes of this Agreement may be made in writing duly executed by the parties hereto

IN WITNESS WHEREOF City and County have signed and sealed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012

ATTEST

County Clerk

GASTON COUNTY

By

Donnie Loftis  
Donnie Loftis Chairman

APPROVED AS TO FORM

County Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

County Finance Director

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I Angela Stacks Notary Public of the aforesaid County and State, do hereby certify that Donna S. Buff personally appeared before me this date and acknowledged that she is the Gaston County Clerk and that by authority duly given and as the act of the municipal corporation the foregoing instrument was signed in its name by its Chairman of its County Board of Commissioners sealed with its corporate seal and attested by her as its County Clerk

WITNESS my hand a Notarial Seal, this the 8th day of May, 2012

My Commission Expires August 8, 2014

Notary Public



CITY OF GASTONIA

By: *John D. Bridgeman*  
John D. Bridgeman Mayor

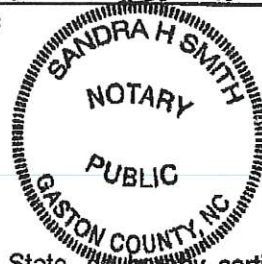
ATTEST

*Virginia L. Creighton*  
City Clerk

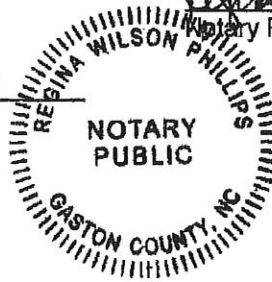
APPROVED AS TO FORM

*L. [Signature]*  
City Attorney

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

*Murphy Blaney* 4/26/12  
City Finance Director*Sandra H. Smith*  
Notary PublicMy Commission expires 12/16/2014STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, *Regina Wilson Phillips* Notary Public of the aforesaid County and State, do hereby certify that *Virginia L. Creighton* personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk

WITNESS my hand and a Notarial Seal, this the 23<sup>rd</sup> day of April, 2012*Regina Wilson Phillips*  
Notary PublicMy Commission expires 3/1/2013

**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>NOISE PERMIT</b>		\$20.00	Daily Permit
		\$75.00	Monthly Permit
		\$400.00	Annual Permit
<b>CIVIC BUILDING RENTAL FEE</b>		\$200.00	Inside Town Limits Resident
		\$300.00	Outside Town Limits Resident
<b>COURTHOUSE RENTAL FEE</b>		\$1,800.00	Courthouse & grounds (12 hrs)
	*Normal Business Hours	\$75.00	Conference Room (2 Hours)
	*After Business Hours	\$200.00	Conference Room (2 Hours)
	*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>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**

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

### **ZONING PERMIT FEES**

Residential Permits	Cost of Waste Cart +	\$80.00	per permit
Residential Fence Permit		\$20.00	per permit
Residential Accessory/Addition/Remodel		\$30.00	per permit
Beekeeper/Apiary		\$55.00	One-time fee
Customary Home Occupation		\$55.00	One-time fee
Business Registration Zoning Permit/Verification		\$40.00	per permit
Multi-Family Permits		\$55.00	per dwelling unit
Commercial	\$130.00 Existing Building	\$375.00	New Building
Manufacturing/Industrial	\$130.00 Existing Building	\$375.00	New Building
Zoning Verification Letter		\$50.00	per letter
Zoning Demolition Sign-off Verification		\$50.00	per occurrence
Zoning Sign-off on ABC Permit		\$50.00	per permit
Zoning Letter Not Specified on Fee Schedule		\$50.00	per letter
Driveway Permit	\$60.00 Commercial	\$30.00	Residential
Sign Permit		\$45.00	per permit
EVM Sign Permit		\$400.00	per permit
Mailed Copy Charge		\$1.50	per copy
Violation Abatement Administrative Fee		\$110.00	per occurrence
Unpermitted Work Completed	\$60 Upcharge Added to Appropriate Permit Fee		

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

Rezoning, Conditional Use, Variance, Appeal, Text Amendment	\$550.00	per application
Historic District Commission Approval	\$550.00	per occurrence

### **SKETCH PLAN REVIEWS**

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

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

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

Minor/Exempt Subdivisions	\$200.00	per review
2 - 50 lots	\$200 + \$10/lot	per review
50+ lots	\$200 + \$10/lot	per review
Final Plat Submittal Fee	\$200.00	

### **CELLULAR/RADIO COMMUNICATIONS**

New, Facility/Tower Application	\$4,950.00	per review
Modifications, Upgrades, Co-locations on Existing Structures	\$1,650.00	per review
Special Use Permit	\$550.00	per review

### **ROAD NAME CHANGE APPLICATION**

Application Review Fee**	\$220.00	per review
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**\*\*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	\$1,200	(no streets)
	\$1,450	(with streets)
2 - 4 acres	\$1,450	(no streets)
	\$1,700	(with streets)
5 - 10 acres	\$3,600	(no streets)
	\$4,200	(with streets)
11 - 15 acres	\$5,400	(no streets)
	\$6,300	(with streets)
15+ acres	\$5,400 + \$300/acre	(no streets)
	\$6,300 + \$350/acre	(with streets)

### SINGLE FAMILY RESIDENTIAL SUBDIVISION REVIEW FEES

0 - 5 lots	\$1,200	(no streets)
	\$1,800	(with streets)
6 - 15 lots	\$1,800	(no streets)
	\$2,700	(with streets)
16 - 25 lots	\$3,000	(no streets)
	\$4,500	(with streets)
26 - 35 lots	\$4,200	(no streets)
	\$6,300	(with streets)
36+ lots	\$4,200 + \$100/add'l lot	(no streets)
	\$6,300 + \$150/add'l lot	(with streets)

### ADDITIONAL ENGINEERING COSTS

- 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 \$175.00/hour.**
- 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 \$90.00/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**

	<b><u>In-Town Resident</u></b>	<b><u>Non-Resident</u></b>
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
Youth Co-ed Flag Football	\$40.00	\$40.00
Football	\$175.00	\$175.00
Cheer (Football)	\$100.00	\$100.00

### **GROUP FEES**

	<b><u>Team Fee</u></b>
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**

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#### **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**

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Residential - Per Container \$18.00 per month

Commercial - Per Container \$20.00 per month

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

Replacement Cart Fee (Due to damage or loss) Cost

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

**\*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	\$11.95 /month		\$3.74 usage 0-1000
1001 - 3000	\$15.70 /month		\$5.62 usage 1001-3000
3001 - 5000	\$26.92 /month		\$7.33 usage 3001-5000
5001 - 10000	\$41.60 /month		\$7.91 usage 5001-10000
Over 10000	\$81.18 /month		\$8.48 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	\$33.97 /month		\$3.74 usage 0-1000
1001 - 3000	\$37.71 /month		\$11.22 usage 1001-3000
3001 - 5000	\$60.15 /month		\$13.09 usage 3001-5000
5001 - 10000	\$86.33 /month		\$15.83 usage 5001-10000
Over 10000	\$165.49 /month		\$17.14 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	\$13.09 /month		\$3.74 usage 0-1000
1001 - 3000	\$16.84 /month		\$5.62 usage 1001-3000
3001 - 5000	\$28.07 /month		\$7.33 usage 3001-5000
5001 - 10000	\$42.75 /month		\$7.91 usage 5001-10000
Over 10000	\$82.32 /month		\$8.48 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	\$18.00 /month		\$3.74 usage 0-1000
1001 - 3000	\$21.74 /month		\$5.62 usage 1001-3000
3001 - 5000	\$32.96 /month		\$7.33 usage 3001-5000
5001 - 10000	\$47.64 /month		\$7.91 usage 5001-10000
Over 10000	\$87.21 /month		\$8.48 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**

	<b>3/4" WATER TAP</b>	<b>4" SEWER TAP</b>
Privilege Fee	\$659	\$659
Residential Tap Inside	\$1,221	\$1,736
Residential Tap Outside	\$1,346.10	\$1,864
Commercial Tap	Cost	Cost
Road Bore Fee	\$395	\$395
Water Tap >1"	Cost	
Sewer Tap > 5' in depth and/or 20' in lateral length		Cost

### **IRRIGATION TAPS**

Residential Outside Yard Meter w/Tee	\$395
Residential Outside Yard Meter 3/4" Tap	\$1,221
Residential Outside Yard Meter 1"	\$1,221
Residential Irrigation Tap >1"	Cost
Commercial Irrigation Tap	Cost

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

**DAMAGED METER REPAIR/REPLACEMENT** Cost

<b>System Development Fees</b>			
<b>Meter Size</b>	<b>Meter Ratio</b>	<b>Water</b>	<b>Sewer</b>
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**

\$12.80		<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**

\$12.800		<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**

\$12.80		<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**

#### **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**

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**

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**

\$15.45 per pole, per year

\$3.09 per CATV power supply, per year

Joint-Use attachments set by agreement

### **COMMERCIAL PROJECTS**

Cost

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

\$200.00

## 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  
EXECUTIVE SUMMARY

Creating Outdoor Recreation Economies (CORE)

1. NC Department of Commerce introduces CORE program to NC municipalities and counties in 2022, and Dallas is selected as a participant after applying to the program.
2. Dallas Board of Aldermen adopts a Memorandum of Understanding and Resolution in March of 2024, after presentation and overview of CORE program from Jeff Emory, Economic Development Planner, Main Street and Rural Planning Center.
3. Project workgroup is formed by the Town of Dallas.
4. Survey is submitted to the workgroup.
5. Workgroup Meeting #1 - August 9, 2024
  - Overview of the CORE Process
  - Defining Outdoor Recreation and the Economy
  - Review of the Workgroup Survey
6. Survey is made available to citizens of Dallas
7. Workgroup Meeting #2 - September 20, 2024
  - Developing an Itinerary
  - Review of Community Survey Results
  - Asset Identification Exercise
8. Workgroup Meeting #3 - November 1, 2024
  - Vision Statement Exercise
  - Summary of Workgroup and Citizen Surveys
  - Developing Goals, Objectives, and Actions for Workplan
  - Asset Map Identification
9. Workgroup Meeting #4 - December 6, 2024
  - Review of Objectives and Actions
  - Vision Statement Exercise
  - Discuss Timeline for Completion
10. Workgroup Meeting #5 - January 17, 2025
  - Review Final Draft of Vision Statement

- Review Dallas Recreation Spending Profile
  - Review Final Draft of Goals, Objectives, and Actions.
11. Finalize Asset Map
  12. Present Plan to Board of Aldermen on April 8<sup>th</sup>, 2025. The final plan has **48** recommended objectives and actions.



## Resolution to Apply for State Grant Assistance for an LSLR Project

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**WHEREAS**, the Town of Dallas has need for and intends to construct, plan for, or conduct a study in a project described as “Projects Including Lead Service Line Inventory, Find and Replace, and Replacement”; and

**WHEREAS**, the Town of Dallas intends to request State loan and/or grant assistance for the project;

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS**

That the Town of Dallas, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Dallas to make a scheduled repayment of the loan, to withhold from the Town of Dallas any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including (NOT APPLICABLE).

That Jonathan Newton, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8<sup>th</sup> of April, 2025 at Dallas, North Carolina.

Attested By:

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

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## Resolution to Apply for State Grant Assistance for an LSLR Project

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### CERTIFICATION

The undersigned duly qualified and acting Town Clerk of the Town of Dallas does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Aldermen duly held on the 8<sup>th</sup> day of April, 2025; and further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 8<sup>th</sup> day of April, 2025.

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Lindsey Tysinger, Town Clerk

(SEAL)

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