

Town of Dallas

Agenda

July 25, 2023

5:00 PM

BOARD OF ALDERMEN – WORK SESSION MEETING

Rick Coleman, Mayor

Sam Martin

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

ITEM SUBJECT

Pages

1. Pledge of Allegiance to the Flag

2. Approval of Agenda with Additions or Deletions

3. New Business

A. Removal of Tree Trimmings Text Amendment

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B. Plan to Inform School Board on Dallas Growth

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C. Water Supply MOU with High Shoals

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TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Text Amendment – Removal of Tree Trimmings

AGENDA ITEM NO. 3A

MEETING DATE: 07/25/2023

BACKGROUND INFORMATION:

The Gaston County Solid Waste Disposal Fee Schedule charges \$42.00/ton for mixed solid waste. The charge for yard waste/tree trimmings is \$18.00/ton. This is a \$24.00/ton difference in the charge incurred.

Currently, the Town picks up tree trimmings together with other solid waste. Attached is a proposed ordinance amendment that would require tree trimmings be separated from mixed solid waste, which would result in a 57.1% decrease in cost to dispose of tree trimmings over what we are currently paying.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

CHAPTER 51: GARBAGE AND REFUSE COLLECTION

Section

- 51.01 Definition
- 51.02 Garbage required to be promptly removed
- 51.03 Garbage carts and recyclable items
- 51.04 Dumpsters
- 51.05 Wet garbage
- 51.06 Placement and removal of garbage cans
- 51.07 Removal of dead animals
- 92.05 Removal of Tree Trimmings**
- 51.99 Penalty

§ 51.01 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

GARBAGE. Includes all refuse, animal, fruit and other vegetable matters, all tin cans, glassware and crockery in which any such matter has been put up or stored, and all rags, wastepaper, floor sweepings and other combustible refuses, except building material scraps and ~~tree trimmings.~~ **Yard Waste.**

YARD WASTE. Any organic, vegetative material removed from the property originating outside the home. Examples of yard waste include, but are not limited to, tree trimmings, shrubs and shrubbery clippings, grass clippings and weeds, and leaves. Yard waste does not include rocks, dirt, or other types of soil.

(Prior Code, § I-II-1)

§ 51.02 GARBAGE REQUIRED TO BE PROMPTLY REMOVED.

(A) No garbage that has become decayed or that shall otherwise be a menace to health or cleanliness shall be allowed to remain in any dwelling house, hotel, boarding house, café, restaurant, lunch stand, fruit stand, meat market, store or other building or on any premises a longer time than shall be reasonably necessary to remove and deposit the same in a can or cans as hereinafter provided in this chapter.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99

(D) Any violation of the condition above shall also constitute a violation of § 92.01, and be subject to all associated penalties.

(Prior Code, § I-II-2) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.03 GARBAGE CARTS AND RECYCLABLE ITEMS.

(A) The occupant of every building, premises or place where garbage does or may exist shall be provided with a garbage receptacle in which the occupant shall deposit all garbage existing at the place

occupied by occupant. If the occupant needs additional garbage receptacle(s), the occupant shall contact the administrative office requesting the number needed. Receptacles are the property of the town and shall not be removed if the occupant vacates the premises. All garbage shall be placed in trash bags and tied or fastened securely before being placed in receptacles and all garbage receptacles shall be placed where they can be conveniently reached by the garbage collector (see § 51.08). Garbage receptacles shall be appropriately placed by 6:00 a.m. on the morning designated as the pick-up day at the occupant's location and shall be promptly removed to the back or side yard of that location after having been emptied by the garbage collector (see § 51.08). All receptacles shall be kept reasonably clean by the use of lye or other effective cleaners.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-3) (Ord. passed 10-10-2000; Ord. passed 9-1-2003; Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.04 DUMPSTERS.

(A) Every site upon which one or more dumpsters are to be placed shall be located and constructed so as to facilitate collection and minimize any harmful effect on persons occupying the development site, neighboring properties or public rights-of-way. Those premises hereafter that provide a dumpster shall locate the dumpster on the property it serves. The site shall be paved with concrete, asphalt or other bituminous paving and shall be located abutting a driveway of sufficient width to allow access by the private solid waste collection equipment. Sites and means of access shall be approved by the Town Planner.

(B) All dumpsters shall be screened where, in the absence of screening, they would be clearly visible at dumpster level to:

(1) Persons located within any dwelling unit on residential property other than that where the dumpster is located;

(2) Occupants, customers or other invitees located within any building on nonresidential property other than that where the dumpster is located, unless the other property is used for purposes permitted exclusively in the Industrial Zoning District; and

(3) Persons traveling on any public street, sidewalk or bikeway within the town.

(C) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(D) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-4) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.05 WET GARBAGE.

(A) All wet garbage shall have the liquid drained off and shall be wrapped in paper or other combustible material before it is placed in the garbage can, thus preventing smell and the breeding of flies in summer and freezing and adhesion to the can in winter.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-5) (Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.06 PLACEMENT AND REMOVAL OF GARBAGE CANS.

(A) Garbage cans or similar containers containing garbage and trash for removal shall be placed at the curb/roadside of the premises from which the same are to be removed at or before 6:00 a.m. on the day scheduled for removal. After the garbage cans or similar containers have been emptied, the same shall be removed from the curb/roadside before 7:00 p.m. on the same day collected.

(B) Violations shall subject the offending property owner and/or tenant to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in § 51.99.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in § 51.99.

(Prior Code, § I-II-8) (Ord. passed 8-13-1996; Ord. passed 10-10-2000; Ord. passed 9-10-2019) Penalty, see § 51.99

§ 51.07 REMOVAL OF DEAD ANIMALS.

Dead animals will be removed by the town at any time.

(Prior Code, § I-II-10) (Ord. passed 5-10-1994)

§ 92.05 REMOVAL OF TREE TRIMMINGS

(A) Tree trimmings will be collected by the town once each week, provided that the collections shall be limited to no more than one truck load per week per residence; if additional service is required or requested by the owner or occupant of the premises and if approved by Public Works Director, the collections will be made on the basis of the total cost per truck load after initial load in accordance with the fee schedule to be paid in advance to the town before the matter is loaded on the truck; tree trimmings shall be placed at a place that can be conveniently reached by the trash collector; tree trimmings shall not, however, be placed in the street right-of-way normally used by vehicles, pedestrians or for surface drainage; tree trimming shall not be longer than six feet in length nor weigh more than 50 pounds. All yard waste shall be put in separate piles from other bulk trash and garbage as defined in 51.01. The town shall not collect yard waste that does not meet the requirements of this section.

§ 51.99 PENALTY.

(A) (1) The Code Enforcement Officer or Public Works Director shall notify the property owner and tenant where applicable by first class mail of the conditions in violation of Town ordinances and shall order abatement thereof within five days following the date of the notice of violation.

(2) When the property owner and/or tenant has failed to comply with a notice of violation as described above, the Code Enforcement Officer or Public Works Director shall not be required to provide further notice of violation to that person with regard to the same property before taking any enforcement action.

(B) Any person, including, but not limited to, any firm, organization, private corporation or governing body, agents or employees of any municipal corporation- including tenants of real property- who violates this chapter shall be subject to a civil penalty in the amount of \$50 after the given time to correct expires.

(1) Each day that a violation continues after a person has been notified that such a violation exists, and that he or she is subject to the penalty specified, shall constitute a separate offense once the time to correct has expired.

(2) The violator shall contact Town Hall or Public Works for a re-inspection once the violation is remedied in order to stop the accrual of civil penalties.

(3) Civil penalties may be recovered by the Town in a civil action in the nature of debt if the violation persists 30 days after the violator(s) have been cited for violation of the ordinance, or if a balance remains unpaid after a final invoice is mailed.

(C) A town agent or employee may enter upon the premises and perform any work that may be necessary to bring the property into compliance with this section and the town shall charge the cost thereof against the premises upon which the work was performed.

(1) The costs of any work performed under this section shall constitute a lien against the premises upon which the work was performed and may be collected in the same manner as taxes upon real property. The term COST as used in this section shall include interest at the rate of 8% per annum until the lien is paid. Interest does not accrue until a bill for the cost becomes overdue (Senate Bill 181, 1999).

(2) Chronic violators. The town shall notify any chronic violator of this section to whom a current violation notice has been provided that, pursuant to G.S. § 160A-200.1, the town shall take action to remedy the violation without further notice and the expense of the action shall become a lien on the property and shall be collected as unpaid taxes. For the purposes of this section, a CHRONIC VIOLATOR is a person who owns property whereupon, in the course of the then current year, the town has provided the property owner notice of violation of any provision of this section at least two previous times.

(3) If the town or any person sustains damages arising out of a violation of this section, a court in a civil action may order the person to pay the town or the injured party up to three times the actual damages or \$200 whichever is greater. In addition, the court shall order the person to pay the town's or the injured party's court costs and attorney's fees.

(D) This chapter may also be enforced by any appropriate equitable action, including but not limited to injunctions or orders of abatement.

(E) The town may enforce this chapter by any one or any combination of the foregoing remedies.

(F) Violations of the provisions of this chapter shall not be considered a misdemeanor pursuant to G.S. § 14-4.

(Ord. passed 9-10-2019)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Plan to Inform School Board Concerning Growth

AGENDA ITEM NO. 3B

MEETING DATE: 07/25/2023

BACKGROUND INFORMATION:

With the continued growth in the Dallas area, this discussion would form a plan to inform the Gaston County School Board of needed school funding for the future of the Dallas community.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Water Supply MOU with High Shoals

AGENDA ITEM NO. 3C

MEETING DATE: 07/25/2023

BACKGROUND INFORMATION:

As the potential water supply project with High Shoals continues to progress, a Memorandum of Understanding (MOU) needs to be adopted between the two municipalities. Attached is a draft MOU for review.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

NORTH CAROLINA
GASTON COUNTY

**MEMORANDUM OF UNDERSTANDING
WATER SUPPLY BY AND BETWEEN
TOWN OF DALLAS AND CITY OF HIGH SHOALS
FOR THE SALE OF WATER
TO THE CITY OF HIGH SHOALS**

THIS MEMORANDUM, executed the _____ day of _____, 20____, by and between the **TOWN OF DALLAS**, a municipal corporation of the State of North Carolina, (hereinafter called the "TOWN"), and the **CITY OF HIGH SHOALS**, a municipal corporation of the State of North Carolina, (hereinafter called the "CITY");

WHEREAS, the Town currently owns and operates a Water Treatment Plant that has a treatment capacity in excess of what it needs, and the City has ceased operation of its water treatment plant; and,

WHEREAS, the City has need for a source of potable water to be used for usual and customary purposes, and the Town has a surplus of water available for sale from its treatment plant; and,

WHEREAS, the Town is willing to sell water to the City for such use.

NOW, THEREFORE, the parties hereto mutual understand as follows:

1. **AMOUNT OF WATER.** The Town agrees to sell an amount sufficient to satisfy the City's needs, not to exceed their needs; this water shall meet all standards of the North Carolina Department of Environment and Natural Resources and/or any other governmental agency having jurisdiction over the water system of the Town, provided, however, that the City agrees the condition of the water after it is delivered to the City through a meter is the sole responsibility of the City. The parties agree that in an emergency, the City and Town officials shall make whatever arrangements that are reasonably necessary to accommodate the water demands of both the City and Town on a temporary basis.

2. **PURCHASE RATE.** The City is willing to pay the Town a reasonable rate to be determined per gallon for the water passing through the meter. The rate of withdrawal shall not exceed an agreed upon amount of gallons per minute for a consecutive two-hour period. Any changes in the billing rate shall be made effective on the renewal date of any future Agreement, as stated in any future agreements. The Town shall review its billing rate in advance of the renewal date, and notification of any proposed changes shall be given to the City in sufficient time in advance of the renewal.

3. INTERCONNECTION OF WATER LINES AND METERING STATION. The interconnection of water systems and the location of the metering station has already been accomplished by the City, in coordination with the Town's officials. The meter shall be read by the Town on a monthly basis and the City shall be billed on a monthly basis, based on these monthly readings. Water bills are sent out by the Town during the first week of each month, and the billed amount is due to the Town by the last working day of each month. The meter shall be calibrated and certified accurate as necessary or at the request of one of the parties. In the event that one party suspects that the water meter is not accurate and the other party does not agree, then the meter shall be test for accuracy; the parties agree to rely on the certification of the meter tester. The cost of the meter testing shall be the responsibility of the requesting party, and necessary billing adjustments shall be made if the meter is found to be in error.

4. DURATION AND TREATMENT. This Memorandum of Understanding shall terminate on an agreed upon date. This Memorandum of Understanding shall automatically renew for successive terms to be determined.

IN WITNESS WHEREOF, Town of Dallas and City of High Shoals have caused this Memorandum of Understanding to be executed by their Mayors, respectively, their corporate seals to be affixed and attested by their clerks, all by the authority of the respective governing bodies of each party of this Memorandum of Understanding, as of the date and year first above written.

TOWN OF DALLAS

CITY OF HIGH SHOALS

Rick Coleman, Mayor

PJ Rathbone, Mayor

Attest:

Attest:

Sarah Ballard, Town Clerk

Brandi Strange, City Clerk