

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

**April 22<sup>nd</sup>, 2025**

**4:30 PM**

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

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Bill Trudnak, Public Works Director; Lindsey Tysinger, Town Clerk; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Brittany Beams, Planner; Sonny Gibson, Electric Supervisor; Earl Withers, Fire Chief; Sarah Ballard, Human Resources Director; Garrison Batchelor, Storm Water Administrator, and Alex Wallace, Parks and Recreation Director.

Mayor Beaty called the meeting to order at 4:33 pm.

The Mayor then opened with the Pledge of Allegiance to the Flag.

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

### **New Business:**

#### **Item 3A - Interlocal Agreements for Enforcement Services of the Gaston County Stormwater Ordinance and the Gaston County Soil Erosion and Sediment Control Ordinance**

##### **Stormwater Ordinance**

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

##### **Erosion Control Ordinance**

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

(Exhibit 3A 1-8)

The Town Manager, Jonathan Newton, presented. The Board and Staff discussed the agreements and decided to bring them back to the next meeting.

### **Item 3B - Surplus Ordinance**

Typically, items of surplus within the Town of Dallas have been placed on GovDeals for auction. The issue with GovDeals at times, are that we have to put a threshold on items in which we think are of higher value and if that value never gets reached, we remove it from the site and try again in the future. This can be quite cumbersome at times as well as staff's time posting items numerous throughout the year with never a sell occurring. Article 12 of NC General Stat. Chapter 160A allows for different methods of sales for surplus items. One being an ordinance to authorize a designee to be able surplus and personal property owned by the Town of Dallas as long as:

- 1.The item or group of items has a fair market value of less than thirty thousand dollars (\$30,000)
  - 2.The property is no longer necessary for the conduct of public business; and
  - 3.Sound property management principles and financial considerations indicate that the interest of the Town of Dallas would best be served by disposing of the property.
- Staff would like to recommend to the Board to approve and adopt this ordinance for the surplus of personal property. (Exhibit 3B 1-2)

The Board instructed the Staff to compile a list of items for sale, including their fair market value prices, and present it at the next meeting.

### **Item 3C - Budget Discussion**

A Strategic Planning meeting was held on January 27th, 2025 to determine priorities for the upcoming Fiscal Year 2025/2026 budget preparation. Based on the discussion at the Strategic Planning meeting, Staff has prepared a rough draft to be reviewed. At the March 25th Work Session, the Board and Staff discussed the presented preliminary budget. This discussion will center on finalizing the priorities in the development of the Fiscal Year 2025/2026 Budget. Attached is the current FY2024/25 Fee Schedule for review prior to the meeting, to determine if there are any revisions needed for the upcoming fiscal year. (Exhibit 3C 1-13)

The Town Manager, Jonathan Newton, presented the 2<sup>nd</sup> preliminary budget draft for Fiscal Year 2025/2026, incorporating the changes discussed during the previous Work Session. The Board and Staff engaged in discussion about department needs, as well as rates and fees.

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

No Report.

### ***Manager Report***

No Report.

**Closed Session:** To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body, which privilege is hereby acknowledged per **NCGS §143-318.11(a)(3)**.

Alderman Martin made a motion to go into closed session, seconded by Alderman Milton and carried unanimously (6:14).

Discussion only, no motion was made.

Alderman Martin made a motion to exit the closed session to go back into open session, seconded by Alderman Cearley and carried unanimously (6:39).

Alderman Cloninger made a motion to adjourn, seconded by Alderman Cearley and carried unanimously (6:39).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

**NORTH CAROLINA  
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR ENFORCEMENT SERVICES  
OF THE GASTON COUNTY STORMWATER ORDINANCE**

This agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as “County”, and the \_\_\_\_\_, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as “Municipality”.

**WITNESSETH:**

**WHEREAS**, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and

**WHEREAS**, Article 6 of Chapter 153A of the North Carolina General Statutes authorizes the governing board of any City to permit any ordinance adopted by a County to be applicable within the City; and,

**WHEREAS**, the Municipality has requested that the County provide plan review and permitting within the corporate boundaries of the Municipality for the post-construction portion of the Gaston County Stormwater Ordinance; and

**WHEREAS**, pursuant to N.C. General Statute Chapter 160A, Article 20, upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may through agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and

**WHEREAS**, the Gaston County Board of Commissioners, upon approval of a resolution, and with written notice, may withdraw the offering of the services to the Municipality.

**WHEREAS**, the \_\_\_\_\_, City Council, upon approval of a resolution, and with written notice, may withdraw the offering of the services from the County.

**NOW THEREFORE**, it is agreed by the parties hereto that the County through the Gaston County Department of Natural Resources will provide plan review and permitting for post-construction stormwater portion of the Gaston County Stormwater Ordinance in the corporate limits of the Municipality on the terms and conditions set forth below:

- 1. Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for plan review, permitting, and enforcement services for the Gaston County Stormwater Ordinance inside its corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.
- 2. Term.** The term of this Agreement is \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. This Agreement shall automatically renew each year thereafter for successive one (1) year terms unless terminated as provided herein.
- 3. Responsibilities.**

**A. Municipality.** The Municipality agrees to:

- (1) adopt the County Fee Schedule with regards to Stormwater items;
- (2) allow the County to retain any plan review and Permitting fees for Post-Construction Stormwater per the County Fees Schedule;
- (3) defend all claims against it and its employees for incidents that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgements against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement and further agrees to indemnify and hold the Municipality harmless from any judgements against the Municipality resulting therefrom, unless the claims or liability arise solely from the actions of the Municipality.
- (4) withhold applicable permits and approvals, including but not limited to zoning permits and final plat approvals, until notified of compliance with the Stormwater Ordinance;
- (5) obtain performance surety bonds on all proposed Stormwater Control Measures. These bonds shall be held until all final documentation for completed Stormwater Control Measures have been received by the County;
- (6) any Stormwater Control measures that are added as part of conditions from a conditional rezoning or are required as part of other Municipal Ordinances or Municipal Land Development Standards, that are outside of the scope of the adopted Gaston County Stormwater Ordinance will be the sole responsibility of the municipality to enforce;
- (7) administer the Municipality's Stormwater Management Program including programs addressing the Six Minimum Measures of the Municipality's NPDES MS4 Permit;
  - a) Public Involvement and Participation,
  - b) Public Education and Outreach,
  - c) Construction Site Runoff: County is responsible for plan review, permitting, inspection, and enforcement of Soil Erosion & Sedimentation Control Ordinance on all land disturbance activities (minor / major subdivisions and single lot permits) via the respective Soil Erosion & Sedimentation Control Ordinance Interlocal Agreement.
  - d) Post-Construction Site Runoff: County is responsible for only the responsibilities listed below in Part 3.B of this Interlocal Agreement. The Municipality is responsible for all remaining NPDES MS4 Permit Post-Construction Runoff requirements.
  - e) Illicit Discharge Detection and Elimination,
  - f) Good Housekeeping Pollution Prevention
  - g) any applicable Total Maximum Daily Load (TMDLs) requirements

**B. County.** The County, through the Gaston County Department of Natural Resources, agrees to:

- (1) Notify Municipality upon receipt of new plan submittals.
- (2) review plans submitted pursuant to the Gaston County Stormwater Ordinance for compliance therewith and issue permits for those plans found to be in compliance;
  - a. coordinate with Municipality on final review of plan submittals to verify acceptance of proposed proprietary Stormwater Control Measure(s) by Municipality.
- (3) inspect construction sites, and monitor Stormwater Control Measure(s) to completion of construction, to determine compliance with approved and permitted stormwater management plans;
- (4) notify Municipality of any violations of the Stormwater Ordinance during, and to the completion of, the construction process and the final design engineer certification;
- (5) collect all final Stormwater Control Measure(s) documentation; As part of this process, Gaston County will coordinate with Municipality for the release of any bonds for such infrastructure;
- (6) convey all final Stormwater Control Measure(s) documentation as outlined in the Gaston County Stormwater Control Measure Close Out Report to Municipality for record keeping and the Municipality's continuing enforcement of the post-construction portion of the Stormwater Management Ordinance per the Municipality's NPDES MS4 Permit;
- (7) Seek Civil and Criminal enforcement of the law in the mutual discretion of the County and the Municipality.

- 4. Geographic and Subject Matter Jurisdiction.** To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to perform the herein described services and, to that extent, to enforce the County Stormwater Management Ordinance as it now exists, or may be amended from time to time, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this agreement.
- 5. Amendment.** This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.
- 6. Entire Agreement.** This Agreement is the only agreement between the parties, contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this Agreement is held invalid, such decision shall not render the document invalid.

**7. Governing Law & Forum:**

This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina.

Dispute Resolution. In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations. Each party hereto submits to the exclusive jurisdiction in the state and federal courts having jurisdiction in Gaston County, North Carolina and irrevocably waives any defenses to such venue including any defense based upon the principles of forum non conveniens.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers of the day and year first above written.

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

(NAME OF MUNICIPALITY)

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

ATTEST:

\_\_\_\_\_  
Clerk

**NORTH CAROLINA****GASTON COUNTY****INTERLOCAL AGREEMENT FOR  
ENFORCEMENT SERVICES OF  
GASTON COUNTY SOIL EROSION  
AND SEDIMENT CONTROL  
ORDINANCE**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **GASTON COUNTY** a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County", and the \_\_\_\_\_, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as "Municipality".

**WITNESSETH:**

**WHEREAS**, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

**WHEREAS**, Article 6 of Chapter 153A of the North Carolina General Statutes authorizes the governing board of any City to permit any ordinance adopted by a County to be applicable within the City; and,

**WHEREAS**, the Municipality has requested that the County provide enforcement services within the corporate boundaries of the Municipality for the Gaston County Soil Erosion and Sedimentation Control Ordinance; and,

**WHEREAS**, pursuant to N.C. Gen Stat. Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and,

**WHEREAS**, the Gaston County Board of Commissioners upon approval of a resolution, and with written notice, may withdraw the offering of the service to the Municipality.

**WHEREAS**, the, \_\_\_\_\_, City Council upon approval of a resolution, and with written notice, may withdraw the offering of the service from the County.

**NOW, THEREFORE**, it is agreed by the parties hereto that the County through the Gaston County Department of Natural Resources will provide enforcement services for Gaston County Soil Erosion and Sedimentation Control Ordinance in the corporate limits of the Municipality on the terms and conditions set forth below:

**1. Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for enforcement services for Gaston County Soil



Erosion and Sedimentation Control Ordinance inside its corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.

**2. Term.** The term of this Agreement is July 1, 20\_\_ through June 30, 20\_\_. This Agreement shall automatically renew each year hereafter for successive one-year terms unless terminated as provided herein.

### **3. Responsibilities.**

**A. Municipality.** The Municipality agrees to:

- (1) adopt County Fee Schedule with regards to Erosion and Sedimentation Control items;
- (2) allow the County to retain any fees or fines collected in accordance with the adopted schedule and in accordance with the law;
- (3) perform a preliminary submittal review before allowing plans to be submitted to County. Preliminary review will be to ensure items of concern to the Municipality or otherwise regulated by Municipal Ordinance (example: Driveway, tree save, etc.) are addressed prior to issuance of permit.
- (4) any erosion control measures that are added as part of conditions from a Conditional Rezoning or are required as part of other Municipal Ordinances or Municipal Land Development Standards, that are outside of the scope of the adopted Gaston County Soil Erosion and Sediment Control Ordinance will be the sole responsibility of the Municipality to enforce and maintain.
- (5) defend all claims against it and its employees for incidents related to the enforcement activities to be conducted pursuant to this Agreement that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgments against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement, and further agrees to indemnify and hold the Municipality harmless from any judgments against the Municipality resulting therefrom, unless the claims or liability arise solely from the actions of the Municipality;

**B. County.** The County through the County Department of Natural Resources agrees to:

- (1) Notify Municipality upon receipt of new plan submittals.
- (2) review plans submitted pursuant to the Gaston County Soil Erosion and

Sediment Control Ordinance for compliance therewith and issue permits for those plans found to be in compliance.

- (3) ensure that all construction activities disturbing one acre or more and are subject to the scope of the Gaston County Soil Erosion and Sediment Control Ordinance, obtain an NCDEQ required NCG01 Permit for the construction activity. During scheduled erosion control inspections, monitor project site for NCG01 Permit compliance and report reoccurring non-compliance issues to NCDEQ and Municipality.
- (4) provide adequate enforcement staff to be able to effectively enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance within the Municipality's corporate limits; this includes responding to citizen and municipal complaints within a 48-hour window of time from the receipt of the complaint;
- (5) seek civil and criminal enforcement of the law when necessary in the County's discretion.

**4. Geographic and Subject Matter Jurisdiction.** To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to enforce the Gaston County Soil Erosion and Sedimentation Control Ordinance as it now exists, or may be amended from time to time, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement.

**5. Amendment.** This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.

**6. Entire Agreement.** This Agreement is the only agreement between the parties and contains all the terms agreed upon and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this Agreement is held invalid such decision shall not render the document invalid.

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This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Gaston County, State of North Carolina.

**Dispute Resolution.** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-

binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations. Each party hereto submits to the exclusive jurisdiction in the state and federal courts having jurisdiction in Gaston County, North Carolina and irrevocably waives any defenses to such venue including any defense based upon the principles of forum non conveniens.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers of the day and year first above written.

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

(NAME OF MUNICIPALITY)

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

ATTEST:

\_\_\_\_\_  
Clerk

File: IntlocAgreeSoilEros&SedContOrd.mw

**AN ORDINANCE PRESCRIBING PROCEDURES FOR DISPOSING OF PERSONAL  
PROPERTY VALUED AT LESS THAN \$30,000**

**BE IT ORDAINED** by the Board of Aldermen of the Town of Dallas:

**Section 1.** The Town Manager is hereby authorized to dispose of any surplus personal property owned by the Town of Dallas, whenever he or she determines, in his or her discretion, that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of the Town of Dallas would best be served by disposing of the property.

**Section 2.** The Town Manager may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of N.C. Gen. Stat. Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

**Section 3.** The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the Town of Dallas if greater value may be obtained in that manner, and the Town Manager is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Town Manager may retain the property, obtain any reasonably available salvage value, or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the Board of Aldermen

**Section 4.** The Town Manager shall keep a record of all property sold under authority of this Ordinance and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

**Section 5.** This Ordinance is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

**Section 6.** This Ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Mayor Hayley Beaty

ATTEST:

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Lindsey Tysinger, Town Clerk

Approved as to Form:

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J. Thomas Hunn, Town Attorney

**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.	\$150.00	per occurrence
Events will be cancelled if fees are not paid when due.		

**TOWN OF DALLAS - ELECTRONIC SIGN ADVERTISING FEES****FOR-PROFIT ENTITY**

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

**NON-PROFIT/CIVIC GROUP**

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

\* 275 average views per day

\*\*8250 average views per month

## TOWN OF DALLAS - 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**

	<u>In-Town Resident</u>	<u>Non-Resident</u>
Soccer	\$60.00	\$60.00
Basketball	\$60.00	\$60.00
Cheerleading	\$90.00	\$105.00
Baseball	\$70.00	\$80.00
Softball	\$70.00	\$80.00
Youth Girls Volleyball	\$40.00	\$40.00
Youth Co-ed Flag Football	\$40.00	\$40.00
Football	\$175.00	\$175.00

### **GROUP FEES**

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

### **SEASONAL TEAM SPONSORSHIPS**

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

### **EVENT SPONSORSHIPS**

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

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

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

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

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

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

## TOWN OF DALLAS - RECREATION FACILITY RENTAL FEES

### **DENNIS FRANKLIN GYM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TOWN OF DALLAS - STREET AND SOLID WASTE CHARGES**

## STREET FEES

## Lot Cutting

## Weed Eating

### Full Reimbursement Cost

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

### Full Reimbursement Cost

## New Subdivision Signs

### Full Reimbursement Cost of Signs and Installation

## SOLID WASTE FEES

Residential - Per Container

\$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
Commerical 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.