

**Town of Dallas
Agenda
JANUARY 28, 2020
5:00 PM**

BOARD OF ALDERMEN – WORK SESSION MEETING

Rick Coleman, Mayor

Allen Huggins

Darlene Morrow

Stacey Thomas

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**
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 - 4. Closed Session**

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Offer to Purchase Town-Owned Property

AGENDA ITEM NO. 3A

MEETING DATE: 01/28/2020

BACKGROUND INFORMATION:

Kent Olson of Development Solutions Group, LLC has submitted an offer to purchase Town-owned land off of Briarwood Drive to include PIDs 133142; 172182; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490.

The land consists of 12.1 acres, and has a combined tax value of \$63,500.

The submitted offer is for \$30,000 plus improvements— contingent on conditional zoning approval of overall development plans (single family attached housing) and a favorable report from Gaston County Watershed & Floodplain Department.

The improvements included in the offer are the construction of a creek crossing as required to make Briarwood Drive connection, the construction a walking trail connection to Jagers Park, and the utilization of fiber cement siding with brick &/or stone accents on the front elevations of all proposed dwelling units at the purchaser's expense. (Approx. Construction Cost = \$325,000+)

Development Services has communicated with the Public Works, Electric, Police, and Fire Departments, who are all in support of a connection at Briarwood Drive to better support additional development in this area. This road connection would not only provide better north-south access for emergency services and other motorists, but it would also allow for our electric department to establish an alternate or two-way feed to restore power more quickly, and possibly re-route power if an incident occurred along Gaston St/ Old Dallas Hwy.

The installation of trail in this location is also supported by Staff and likely consistent with recommendations to be included in the Town's Bike Ped Plan (currently in progress).

If the Board agrees to the price and all terms and conditions as presented, they may direct Staff to start the upset bid process. Otherwise, they may negotiate or decline the offer as presented.

This item was deferred from the January 14th Board of Aldermen meeting for further discussion.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

T Faro

From: Kent Olson <kent@olsondevelopment.com>
Sent: Tuesday, January 07, 2020 6:23 PM
To: T Faro
Cc: 'Marty Propst'; 'LaShawn Flynn'
Subject: RE: City owned land

Tiffany,

Yes, my apologies.
I missed that parcel number.

Thank you for catching.

Best regards

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: T Faro <tfaro@dallasnc.net>
Date: 1/7/20 4:51 PM (GMT-05:00)
To: Kent Olson <kent@olsondevelopment.com>
Cc: 'Marty Propst' <martypropst@gmail.com>, 'LaShawn Flynn' <LaShawn@firstflagproperties.com>
Subject: RE: City owned land

Good afternoon Kent,

To clarify, does your offer also include PID#172182?

From: Kent Olson [mailto:kent@olsondevelopment.com]
Sent: Tuesday, January 07, 2020 12:22 PM
To: T Faro <tfaro@dallasnc.net>
Cc: Marty Propst <martypropst@gmail.com>; LaShawn Flynn <LaShawn@firstflagproperties.com>
Subject: City owned land

Good afternoon Tiffany,

Pursuant to our recent conversations concerning our proposed development & the possible inclusion of City owned land, I am writing you to confirm our interest to purchase the following parcels:

133142; 172479; 172480; 172481; 172482; 172483; 172484; 172485; 172486; 172487; 172488; 172489 & 172490.

Total acreage approx. 12.26 acres, of which approx. 9 acres is located in Flood Zone.
Tax Value approx. \$50,000.

We respect that the City desires to see a connection made over a stream to Briarwood Drive, making access to our proposed development easier as well as providing much needed better egress to Emergency Services to that area.

We offer \$30,000 Contingent on the following:

- 1) Approval of rezoning the City property as well as Tax Parcels # 133129 containing approx. 12 acres adjacent to the City property to "Single Family Attached" allowing development of Townhomes. **NOT current Apartment zoning.**
- 2) Favorable report from Gaston County Watershed & Floodplain Department concerning stream crossing.

In return, we would make the following commitments to the development:

- 1) Construct creek crossing and make Briarwood Drive connection.
- 2) Construct a walking trail connection to Jagger Park
- 3) Build the homes with Fiber cement with brick &/or stone accents at frt elevation.

We feel this offer provides a **win-win** for both the development as well as the City:

- 1) Tax revenue being generated from dormant property. Community Est value @ \$18M (90 units @ \$200k ea.)
- 2) Connection to briarwood for better traffic flow & emergency services.
- 3) Provide new housing to an area in need that will help support Downtown retail establishments.

Thank you for your consideration.

Kent Olson
Development Solutions Group LLC
11121 Carmel Commons Blvd. #360
Charlotte, NC 28226
P: 704.543.0760
www.developmentsolutionsgroup.com



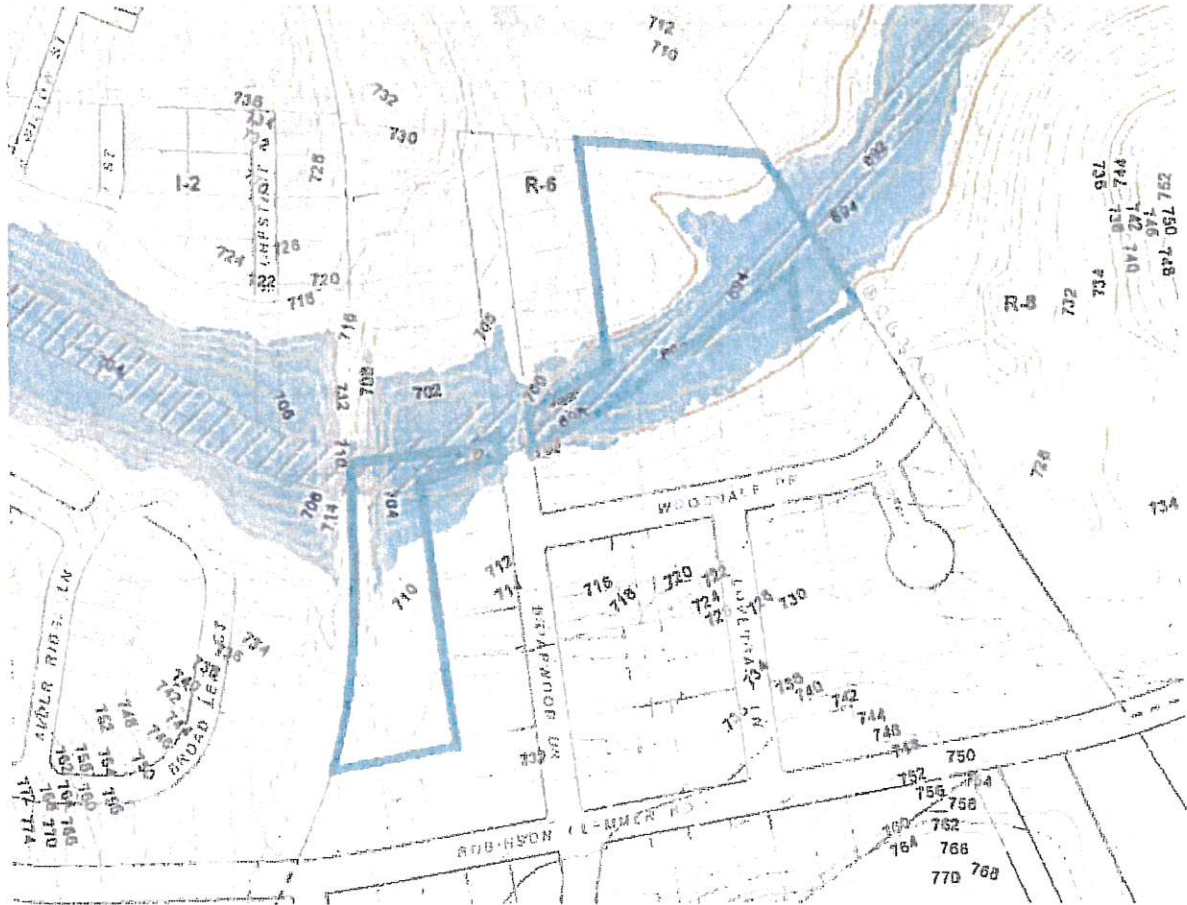
Virus-free. www.avg.com



Jesson
Park



Printed On: 12/5/2019



Disclaimer: The information provided is not to be considered as a legal document or description. The Map & Parcel Data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2019.

Parcel ID	Acreage	Date Aquired	Total Paid	Total Value	Flood Zone
133142	2.54	4/19/1977	\$100	3,860.00	AE,0.2 PCT
172479	0.28	4/28/1975	\$10	2,800.00	AE,0.2 PCT
172480	0.28			2,800.00	0.2 PCT
172481	0.27			2,700.00	
172482	0.24			2,400.00	
172483	0.24			2,400.00	
172484	0.20			2,000.00	
172485	0.49			4,900.00	
172486	0.36			3,600.00	
172487	0.38			3,800.00	
172488	0.45			4,500.00	0.2 PCT
172489	0.54			5,400.00	AE,0.2 PCT
172490	0.71			7,100.00	AE,0.2 PCT
172182	5.12			15,300.00	AE,0.2 PCT

Totals	12.10		\$110.00	\$63,560.00	
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Return Drawn By: William G. Holland, Attorney at Law

Mall To:

WARRANTY DEED-Form WD-601

Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C.

STATE OF NORTH CAROLINA, Gaston County.
THIS DEED, Made this 18th day of April, 1977, by and between F.E. CLEMMER (Widower)
of Gaston County

and state of North Carolina, hereinafter called Grantor, and the TOWN OF DALLAS, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called Grantee,

WITNESSETH: That the Grantor, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in the Town of Dallas, Dallas Township, Gaston County, North Carolina, described as follows:

BEGINNING at the westernmost corner of Tract No. 3 described in that certain deed recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 492, at Page 187, and runs thence with the southeasterly boundary line of the property of the heirs of Venie Archie, North 39-08-08 East 848.95 feet; thence with the southwesterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 710, at Page 79, South 73-27 East 216.55 feet to a concrete monument; thence continuing South 73-27 East with the southwesterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 310, at Page 162, 53.45 feet to a point in the center line of a branch; thence with the center line of said branch, nine courses and distances as follows: South 61-35 West 98.17 feet; thence South 50-15 West 100 feet; thence South 62-45 West 270 feet; thence South 22-15 West 68 feet; thence South 61-00 West 113 feet; thence South 27-10 West 141 feet; thence South 52-40 West 48 feet; thence South 22-35 West 54 feet; thence South 51-35 West 135 feet; thence with the easterly boundary line of that certain tract of land described in deed recorded in the aforesaid registry in Deed Book 1160, at Page 75, North 32-42-26 West 69.80 feet to the point of beginning and containing 2.43 acres.

The above description by courses and distances is taken from an unrecorded plat made by R.B. Rhyne, Registered Surveyor, in January of 1977 and revised in March of 1977.

For chain of title, reference is hereby made to Tract No. 3 described in that certain deed from L.B. Hollowell and Ernest R. Warren, acting as Commissioners, to the grantor herein, dated December 23, 1946, and recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 492, at Page 187.

This conveyance is made subject to a 150-foot wide right-of-way of Duke Power Company across said property.

TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exception above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.
IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

(SEAL) _____ (SEAL)
F.E. Clemmer

STATE OF NORTH CAROLINA GASTON COUNTY.
I, Charlotte S. Lohie, a Notary Public of said County, do hereby certify that F.E.

Clemmer (Widower)

Return:

Drawn By: William G. Holland, Attorney at Law

NORTH CAROLINA,
GASTON COUNTY.

THIS DEED, made and entered into this 16th. day of April, 1975, by and between TRIANGLE REAL ESTATE OF GASTONIA, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located in Gaston County, North Carolina, party of the first part; and the TOWN OF DALLAS, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part;

WITNESSETH:

That the party of the first part, for and in consideration of the sum of ten (\$10.00) dollars and other good and valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, and convey to the party of the second part and its successors and assigns a certain tract of land lying and being in Dallas Township (the major portion of which said tract of land lies inside the corporate limits of the Town of Dallas), Gaston County, North Carolina, and more particularly described by courses and distances as follows, to-wit:

BEGINNING at an old iron stake located at the northwesterly corner of Lot No. 6 in Block K of Section No. Four of Briarwood Subdivision as shown on plat thereof recorded in the office of the Register of Deeds for Gaston County, North Carolina in Plat Book 27, at Page 7, and runs thence South 86-48-12 East 742.42 feet to a railroad iron; thence South 34-17-44 East 317.67 feet to an iron stake located at the north-easterly corner of Lot No. 7 in Block H of Section No. Three of Briarwood Subdivision as shown on plat thereof recorded in the aforesaid registry in Plat Book 26, at Page 70; thence South 60-08-18 West 126.58 feet to an iron stake; thence North 8-22-42 West 125.90 feet to an old iron stake located at the north-easterly corner of Lot No. 5 in Block H of Section No. Two of Briarwood Subdivision as shown on plat thereof recorded in the aforesaid registry in Plat Book 26, at Page 9; thence South 53-14-18 West 392.23 feet to an iron stake; thence South 60-54 West 160.40 feet to an iron stake located in the easterly margin of the right-of-way of Briarwood Drive; thence South 74-28-44 West 60.46 feet to an iron stake located in the westerly margin of said right-of-way; thence South 74-00 West 149.81 feet to an iron stake; thence South 3-20-12 East 460.03 feet to an iron stake located at the northwesterly corner of Lot No. 2 in Block E of Section No. One of Briarwood Sub-division as shown on plat thereof recorded in the aforesaid registry in Plat Book 25, at Page 45; thence South 11-30 East 10 feet to an iron stake; thence South 78-30 West 214.28 feet to a point in the center line of the right-of-way of the Carolina & Northwestern Railroad; thence with the center line of said railroad, six chorded lines as follows: North 12-37-24 East 101 feet; thence North 6-53-18 East 100 feet; thence North 1-25-18 East 100 feet; thence North 1-22-12 West 601 feet; thence North 2-10-24 West 101 feet; thence North 5-54-18

RECORDED
APR 23 1975
\$ 05.00
GASTON COUNTY, N.C.
REGISTER OF DEEDS
9 2 0 8 0
APR 23 1975

dated February 22, 1971 and recorded in the office of the Register of Deeds for Gaston County, North Carolina in Deed Book 1050, at Page 854. Reference is also made to those certain deeds recorded in the aforesaid registry in Deed Book 1054, at Pages 35, 36, 39 and 40.

This conveyance is made subject also to taxes assessed for the years 1973, 1974, and 1975 by Gaston County, North Carolina, which the party of the second part herein assumes and agrees to pay.

TO HAVE AND TO HOLD the above described tract of land, together with all privileges and appurtenances thereunto belonging, to it the said party of the second part and its successors and assigns, to their only use and behoof forever.

And the party of the first part covenants with the party of the second part and its successors and assigns, that it is seised of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances; and that it does hereby warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed in its name by its President, attested by its Secretary, and its corporate seal to be affixed hereto, all by authority of its Board of Directors, the day and year first above written.



(Corporate Seal)

TRIANGLE REAL ESTATE OF GASTONIA, INC.

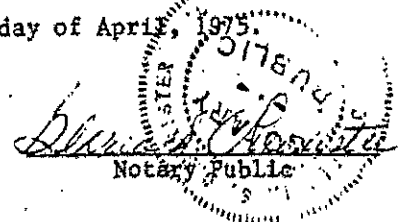
Attest: Donna D. Ratchford
Asst. Secretary

By: Hermin E. Ratchford
President

NORTH CAROLINA,
GASTON COUNTY.

I, Lillian S. Chorister, a Notary Public of Gaston County, North Carolina, do hereby certify that Hermin E. Ratchford personally appeared before me this day and acknowledged that he is the President of Triangle Real Estate of Gastonia, Inc., a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him, in behalf of the corporation, by its authority duly given. And the said Hermin E. Ratchford acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and notarial seal, this 17th day of April, 1975.



My Commission Expires: 5-17-75

NORTH CAROLINA,
GASTON COUNTY.

The foregoing certificate of Lillian S. Chorister a Notary Public

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Spencer Mountain Village

AGENDA ITEM NO. 3B

MEETING DATE: 01/28/2020

BACKGROUND INFORMATION:

Mayor Coleman has asked for a discussion concerning Spencer Mountain Village. Enclosed are copies of the previous agreements with Gastonia concerning water/sewer service and annexation/sphere of influence.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT
FOR WATER AND SEWER
SERVICE WITH TOWN OF DALLAS

COUNTY OF GASTON

This Interlocal Agreement made effective this 20th day of January, 2004, by and between the **City of Gastonia**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "City", and the **Town of Dallas**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "Customer";

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an annexation agreement dated January 12, 1999, and an amendment to said agreement dated January 20, 2004 (collectively "Annexation Agreement") which define the sphere of influence of each party with regard to annexation ("sphere of influence"); and

WHEREAS, City and Customer have participated in negotiations concerning water distribution and sewer service utility agreement in which City will provide water distribution and wastewater treatment services for Customer to allow it to provide such services to a new residential subdivision within its sphere of influence:

WHEREAS, Customer desires to enter into a supplemental water distribution and wastewater treatment utility agreement with City for the express purpose of providing water distribution and sanitary sewer services for the proposed subdivision, a map of which is attached hereto as Exhibit "A" ("Subdivision"); and

WHEREAS, City is willing to enter into an agreement to provide such services;

NOW THEREFORE, the parties hereto agree as follows:

1. Customer shall be responsible for the installation of all water distribution lines and sanitary sewer lines necessary to serve all residents within that part of the Subdivision located within its sphere of influence. Said lines shall be designed pursuant to City design specifications and standards, and the City's engineer shall approve said plans and specifically the plans for the point at which connection of said lines shall be made to City's water and sanitary sewer system. Water valves and sanitary sewer manholes designed to City standards shall be constructed at said connection points to the City's systems. Once installed, water distribution lines and sanitary sewer lines within the Customer's sphere of influence shall remain and be the property of Customer and shall be maintained by Customer. Customer shall be responsible for all costs associated with the installation of said water distribution lines and sanitary sewer lines. In no event shall any other connections, extensions, or additions be made to said lines within the Customer's sphere of influence without the mutual written consent of both parties; however, additional contiguous service areas may be added to this initial service area by mutual written approval of the City Manager and the designate of the Customer.

2. Customer shall be responsible for reading water meters of users in its sphere of influence, and who will be served by this Agreement, and shall supply said readings to City on a monthly basis. City shall then bill Customer for water and wastewater treatment for said users, based upon the water meter readings, at the City's inside water and sewer rates as they may be set from time to time. City reserves the right to read said meters, at its discretion, for any reason deemed necessary. It is understood between the parties hereto that the water and sewer users served under the terms of this Agreement, shall be users of Customer and that said users will pay water bills directly to Customer.
3. City and Customer agree that it is the intent of the parties that the lines referenced herein will be installed by the developer of the Subdivision, who shall convey all right, title and interest in said lines to the Customer. In the event said lines are not installed by the developer for any reason, Customer may, at its option, install said lines at its cost or terminate this agreement.
4. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a state court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said court and hereby irrevocably waive any and all objections that they may have with respect to venue in any state court sitting in Gaston County, North Carolina.
5. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.
6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this contract to produce or account for more than one such counterpart.
7. This Agreement reflects and contains the entire and only agreement between the parties relating to the specific subject matter herein, and as such supersedes all negotiations, commitments, undertakings and agreement, whether oral or otherwise.
8. This Agreement may be amended or terminated only by an instrument in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the year and day first above written.

CITY OF GASTONIA

By: Jennifer T. Stultz
Jennifer T. Stultz, Mayor

(SEAL)

ATTEST:

Virginia L. Creighton
City Clerk

APPROVED AS TO FORM:

Melissa A. Magee
Attorney

Town of Dallas

By: Rick Coleman
Mayor

(SEAL)

ATTEST:

Steve Mill
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Debra P. Key, a 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 City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the 6th day of February, 2004.

Debra P. Key
Notary Public

My Commission Expires: 1-24-06

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Ruth G. Norris, a Notary Public of the aforesaid County and State, do hereby certify that STEVE MILLER personally appeared before me this day and acknowledged that she is the 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 and Notarial Seal, this the 29th day of January, 2004.

Ruth A. Norris
Notary Public

My Commission Expires: January 2, 2007

NORTH CAROLINA
GASTON COUNTY

ANNEXATION SPHERE OF INFLUENCE AGREEMENT

This agreement, made and entered into this 11th day of May, 2010, by and between the Town of Dallas, a North Carolina municipal corporation, hereinafter referred to as "Dallas" and the City of Gastonia, a North Carolina municipal corporation, hereinafter referred to as "Gastonia";

WITNESSETH:

WHEREAS, Dallas and Gastonia desire to enter into an agreement concerning the annexation of areas adjacent to both municipalities in order to facilitate efficient growth and land use planning; and

WHEREAS, Chapter 204 of the 1987 Session Laws of the North Carolina General Assembly, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, authorizes municipalities in Gaston County to enter into such agreements;

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

1. **Spheres of Influence.**
 - (a) A sphere of influence boundary is hereby established between Gastonia and Dallas, as shown on the map attached hereto as Exhibit B and incorporated herein by reference.
 - (b) Any area generally South of the sphere of influence boundary shown on Exhibit B shall be within Gastonia's sphere of influence for purposes of future annexations. Any area generally North of the sphere of influence boundary shown on Exhibit B shall be within Dallas' sphere of influence for purposes of future annexations.
 - (c) Dallas shall commence no annexation procedure nor adopt any annexation ordinance the purpose of which is to annex any portion of nor all of that area within the sphere of influence of Gastonia.
 - (d) Gastonia shall commence no annexation procedure nor adopt any annexation ordinance the purpose of which is to annex any portion or nor all of that area within the sphere of influence of Dallas.
2. **Term.** The term of this Agreement shall be ten (10) years from the date of execution hereof, which shall be deemed the effective date of this Agreement. It is the intent of both parties that lines of communication shall remain open between the municipalities for discussion of extending this Agreement as it nears expiration.
3. **Existing Utility Customers.** Each respective party shall retain its existing water and sewer customers as of the effective date of this Agreement without regard to which side of the sphere of influence boundary such customers may be located on, and this Agreement shall not effect nor enable the transfer of any water or sewer customer from Dallas to Gastonia or from Gastonia to Dallas.
4. **Notice.** Each party shall give written notice to the other party of any proposed annexation, which is within that party's sphere of influence, at least sixty (60) days prior to the adoption of an annexation ordinance. The notice shall contain a legible map clearly and accurately showing the boundaries of the area to be annexed. Any notice required by this section shall remain in effect for no more than one hundred eighty (180) days. Notices required under this section shall be sent to the following addresses:

Dallas:	Town Clerk Town of Dallas 210 North Holland Street Dallas, NC 28034-1625
Gastonia:	City Manager City of Gastonia P.O. Box 1748 Gastonia, NC 28053-1748
5. **Waiver of Notice.** The party to receive such notice may waive any notice or notice period required by this Agreement. Such waiver must be in writing and must be approved by the governing board of the party waiving the notice.

- 6. **Amendment.** This Agreement shall be amended only by a written document executed in the same manner as this Agreement.
- 7. **Integration.** This instrument contains the entire agreement between the parties and no statement, either oral or written, made by either party or the agent of either party that is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their duly authorized representatives the day and year first above written.

TOWN OF DALLAS

CITY OF GASTONIA

By: Rick Coleman
Rick Coleman, Mayor

By: Jennifer T. Stultz
Jennifer T. Stultz, Mayor

ATTEST:

ATTEST:

Maria Stroupe
Town Clerk

Virginia L. Creighton
City Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:

Rennin M. Shower
Town Attorney

Melissa A. May
City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Janice C. Green, a Notary Public of the aforesaid County and State, do hereby certify that Maria Stroupe personally appeared before me this day and acknowledged that he/she is the Town 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 him/her as its Town Clerk.

I, Regina Wilson Phillip, a 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 Notarial Seal, this the 11 day of May, 2010

WITNESS my hand and Notarial Seal, this the 27th day of April, 2010.

Janice C. Green
Notary Public

Regina Wilson Phillip
Notary Public

My Commission Expires: 3/10/2014

My Commission Expires: 3/13/2010

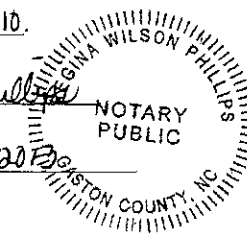
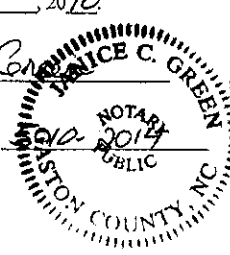


EXHIBIT A

GENERAL ASSEMBLY OF NORTH CAROLINA
1987 SESSION

CHAPTER 204
SENATE BILL 492

AN ACT TO AUTHORIZE MUNICIPALITIES WITHIN GASTON COUNTY TO
ENTER INTO AGREEMENTS CONCERNING ANNEXATIONS.

The General Assembly of North Carolina enacts:

Section 1. It is the purpose of this act to authorize municipalities to enter into agreements concerning annexation in order to enhance planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities.

Sec. 2. The words defined in this section shall have the meanings indicated when used in this act:

- (1) "Annexation" means any extension of a municipality's corporate limits as authorized by Article 4A of Chapter 160A of the General Statutes, the charter of the municipality, or any local act applicable to the municipality, as such statutory authority exists now or is hereafter amended.
- (2) "Agreement" means any written agreement authorized by this act.
- (3) "Municipality" means any city as defined by G.S. 160A-1.

Sec. 3. Two or more municipalities may enter into agreements with each other in order to designate one or more areas which are not subject to annexation by one or more of the participating municipalities. The agreements shall be of reasonable duration, but not to exceed 30 years, and shall be approved by resolution of the governing board and executed by the mayor of each municipality and spread upon its minutes.

Sec. 4. (a) The agreement shall:

- (1) State the duration of the agreement.
- (2) Describe clearly the area or areas subject to the agreement. The boundaries of such area or areas may be established at such locations as the participating municipalities shall agree. Thereafter, any participating municipality may follow such boundaries in annexing any property, whether or not such boundaries follow roads or natural topographical features.
- (3) Specify one or more participating municipalities which may not annex the area or areas described in the agreement.
- (4) State the effective date of the agreement.
- (5) Require each participating municipality which proposes any annexation to give written notice to the other participating municipality or municipalities of the annexation at least 60 days before

the adoption of any annexation ordinance, provided, however, that the agreement may provide for a waiver of this time period by the notified municipality.

(6) Include any other necessary or proper matter.

(b) The written notice required by subdivision (a)(5) of this section shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the area or areas described pursuant to subdivision (a)(2) of this section, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

Sec. 5. From and after the effective date of the agreement, no participating municipality may consider in any manner the annexation of any area in violation of this act or the agreement. From and after the effective date of the agreement, no participating municipality may annex all or any portion of any area in violation of this act or the agreement.

Sec. 6. Nothing in this act shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

Sec. 7. (a) Each provision of the agreement shall be binding upon the parties thereto. A participating municipality which believes that another participating municipality is violating this act or the agreement may file a petition in the superior court of the county where any of the territory proposed to be annexed is located, seeking review of the action of the municipality alleged to have violated this act or the agreement.

(b) Within five days after the petition is filed with the court, the petitioning municipality shall serve copies of the petition by certified mail, return receipt requested, upon the respondent municipality.

(c) Within 15 days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent municipality shall transmit to the reviewing court:

(1) a transcript of the portions of the municipal journal or minute book in which the procedure for annexation has been set forth;

(2) a copy of any other document received or approved by the respondent municipality's governing board as part of the annexation.

(d) The court shall fix the date for review of the petition so that review shall be expeditious and without unnecessary delays. The review shall be conducted by the court without a jury. The court may hear oral arguments and receive written briefs, and may take evidence intended to show either:

(1) that the provisions of this act were not met; or

(2) that the provisions of the agreement were not met.

(e) Upon a finding that the respondent municipality has not violated this act or the agreement, the court may affirm the action of the respondent municipality without change. Upon a finding that the respondent municipality has violated this act or the agreement, the court may:

(1) Remand to the respondent municipality's governing board any ordinance adopted pursuant to Parts 2 or 3, Article 4A of Chapter

160A of the General Statutes, as the same exists now or is hereafter amended, for amendment of the boundaries, or for such other action as is necessary, to conform to the provisions of this act and the agreement.

- (2) Declare any annexation begun pursuant to any other applicable law to be null and void. If the respondent municipality shall fail to take action in accordance with the court's instructions upon remand under subdivision (e)(1) of this section within three months from receipt of such instructions, the annexation proceeding shall be deemed null and void.

(f) Any participating municipality which is a party to the review proceedings may appeal from the final judgment of the Superior Court under rules of procedure applicable in other civil cases. The appealing party may apply to Superior Court for a stay in its final determination, or a stay of the annexation ordinance, whichever shall be appropriate, pending the outcome of the appeal to the appellate division; provided, that the Superior Court may, with the agreement of the parties, permit annexation to be effective with respect to any part of the area concerning which no appeal is being made and which can be incorporated into the respondent municipality without regard to any part of the area concerning which an appeal is being made.

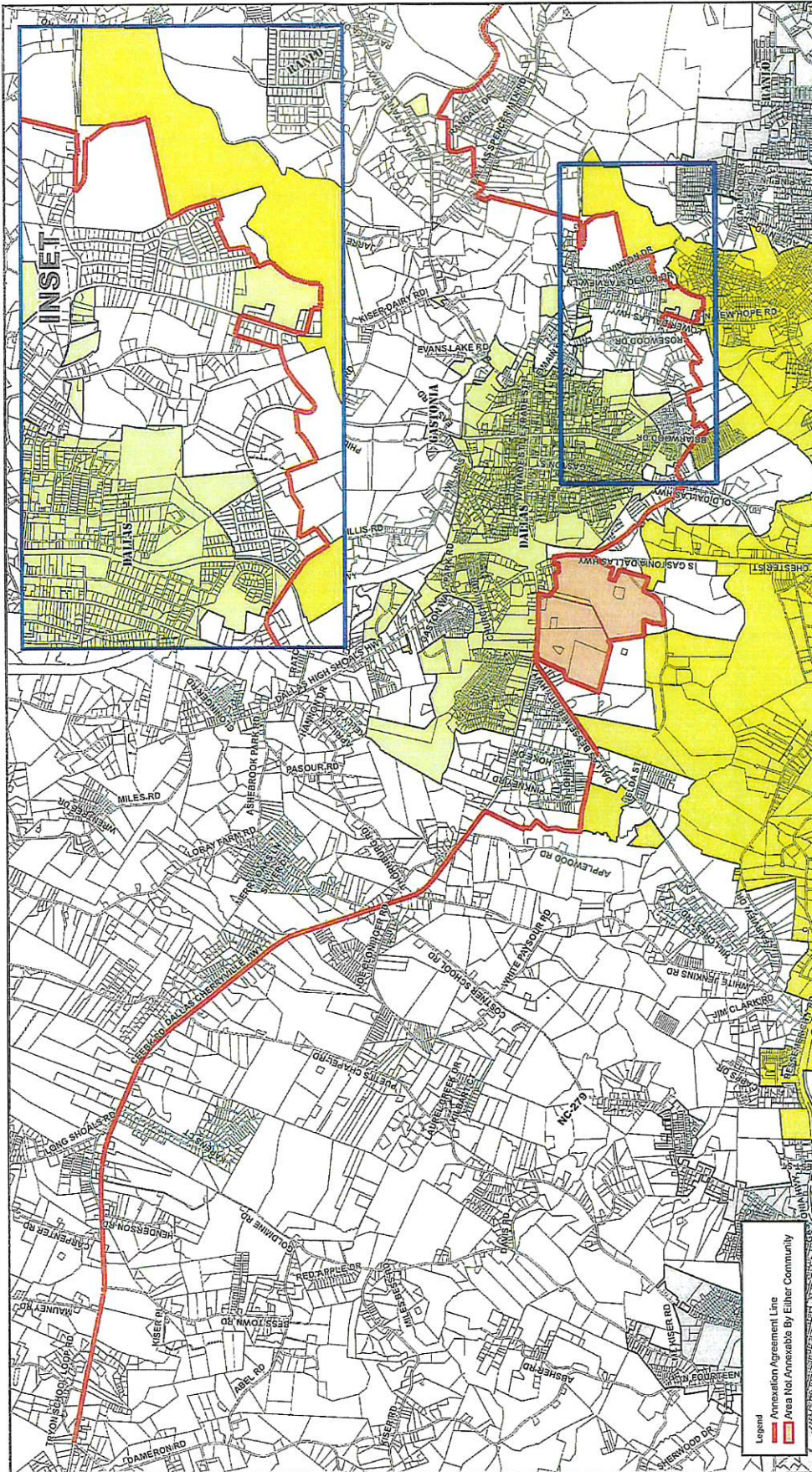
(g) If part or all of the area annexed under the terms of a challenged annexation ordinance is the subject of an appeal to the Superior Court or appellate division on the effective date of the ordinance, then the ordinance shall be deemed amended to make the effective date with respect to such area the date of the final judgment of the Superior Court or appellate division, whichever is appropriate, or the date the respondent municipality's governing board completes action to make the ordinance conform to the court's instructions in the event of remand.

(h) This act does not authorize any court to stay any annexation proceeding, except as specifically set forth in subsections (f) and (g) of this section.

Sec. 8. This act shall apply only to municipalities located wholly or partly in Gaston County.

Sec. 9. This act is effective upon ratification.

In the General Assembly read three times and ratified this the 18th day of May, 1987.



**2010 Annexation Agreement
between
City of Gastonia, NC and Town of Dallas, NC**

EXHIBIT B

1 inch = 3,257.74815 feet
Map Date: 08/07/2009
 File Path: \\gis\mapserver\2010\20100807\20100807.mxd



Office of the City Attorney

February 11, 2014

Jim Palenick, Town Manager
Town of Dallas
210 N. Holland St.
Dallas, NC 28034

RE: Amended Annexation Agreement
City of Gastonia / Town of Dallas

Dear Mr. Palenick:

Enclosed please find an executed original Amended Annexation Agreement dated January 30, 2014, between the City of Gastonia and the Town of Dallas.

Please feel free to contact me if you need additional information.

Very truly yours,

Melissa A. Magee
Asst. City Attorney

Encl.

Let4968

NORTH CAROLINA,

AMENDED ANNEXATION AGREEMENT

GASTON COUNTY.

THIS AMENDED AGREEMENT, to be effective as of the 30 day of January, 2014, by and between the CITY OF GASTONIA, a North Carolina municipal corporation, hereinafter referred to as "Gastonia," and the TOWN OF DALLAS, a North Carolina municipal corporation, hereinafter referred to as "Dallas."

WITNESSETH:

WHEREAS, Gastonia and Dallas previously entered into an agreement dated May 11, 2010, concerning the annexation of areas adjacent to both municipalities, in order to facilitate efficient growth and land use planning (the "Agreement"); and

WHEREAS, Chapter 204 of the 1987 Session Laws of the North Carolina General Assembly, a copy of which is attached hereto marked "Exhibit A" and incorporated herein by reference, authorizes municipalities in Gaston County to enter into such agreements; and

WHEREAS, the parties wish to amend the Agreement by changing annexation boundary line as shown on Exhibit B to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Gastonia and Dallas agree as follows:

1. The annexation boundary line as shown on Exhibit B to the Agreement shall be amended as shown in the map attached hereto as "Exhibit B". From and after the date of this amendment, the new annexation boundary line shown on Exhibit B shall determine the spheres of influence of the parties hereto.
2. All other terms and conditions of the Agreement not otherwise amended herein shall remain binding on the parties.

IN WITNESS WHEREOF, Gastonia and Dallas cause this Agreement to be signed by their duly authorized representatives the day and year first above written.



CITY OF GASTONIA

By: 
John D. Bridgeman, Mayor

ATTEST:

Virginia L. Creighton
(Deputy) City Clerk

APPROVED AS TO FORM:

Melissa A. Magee
Attorney

TOWN OF DALLAS

By: Rich Coleman
Mayor

ATTEST:

Maria Strouse
Town Clerk

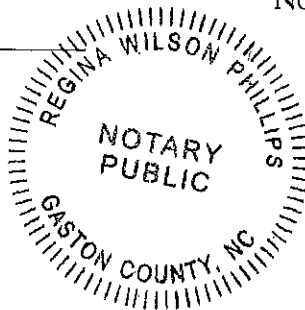
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Regina Wilson Phillips, a 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 ~~(Deputy)~~ 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 ~~(Deputy)~~ City Clerk.

WITNESS my hand and Notarial Seal, this the 22nd day of January, 2014.

Regina Wilson Phillips
Notary Public

My Commission Expires: 3-11-2018



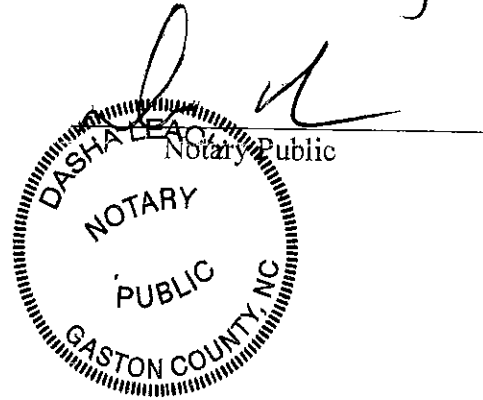
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Dasha Leach, a Notary Public of the aforesaid County and State, do hereby certify that Maria Stoupe personally appeared before me this day and acknowledged that he/she is the Town 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 him/her as its Town Clerk.

WITNESS my hand and Notarial Seal, this the 30th day of January, 2014.

My Commission Expires: 12/06/15

Agree1358



GENERAL ASSEMBLY OF NORTH CAROLINA
1987 SESSION

CHAPTER 204
SENATE BILL 492

AN ACT TO AUTHORIZE MUNICIPALITIES WITHIN GASTON COUNTY TO
ENTER INTO AGREEMENTS CONCERNING ANNEXATIONS.

The General Assembly of North Carolina enacts:

Section 1. It is the purpose of this act to authorize municipalities to enter into agreements concerning annexation in order to enhance planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities.

Sec. 2. The words defined in this section shall have the meanings indicated when used in this act:

- (1) "Annexation" means any extension of a municipality's corporate limits as authorized by Article 4A of Chapter 160A of the General Statutes, the charter of the municipality, or any local act applicable to the municipality, as such statutory authority exists now or is hereafter amended.
- (2) "Agreement" means any written agreement authorized by this act.
- (3) "Municipality" means any city as defined by G.S. 160A-1.

Sec. 3. Two or more municipalities may enter into agreements with each other in order to designate one or more areas which are not subject to annexation by one or more of the participating municipalities. The agreements shall be of reasonable duration, but not to exceed 30 years, and shall be approved by resolution of the governing board and executed by the mayor of each municipality and spread upon its minutes.

Sec. 4. (a) The agreement shall:

- (1) State the duration of the agreement.
- (2) Describe clearly the area or areas subject to the agreement. The boundaries of such area or areas may be established at such locations as the participating municipalities shall agree. Thereafter, any participating municipality may follow such boundaries in annexing any property, whether or not such boundaries follow roads or natural topographical features.
- (3) Specify one or more participating municipalities which may not annex the area or areas described in the agreement.
- (4) State the effective date of the agreement.
- (5) Require each participating municipality which proposes any annexation to give written notice to the other participating municipality or municipalities of the annexation at least 60 days before

the adoption of any annexation ordinance, provided, however, that the agreement may provide for a waiver of this time period by the notified municipality.

(6) Include any other necessary or proper matter.

(b) The written notice required by subdivision (a)(5) of this section shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the area or areas described pursuant to subdivision (a)(2) of this section, roads, streams and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

Sec. 5. From and after the effective date of the agreement, no participating municipality may consider in any manner the annexation of any area in violation of this act or the agreement. From and after the effective date of the agreement, no participating municipality may annex all or any portion of any area in violation of this act or the agreement.

Sec. 6. Nothing in this act shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

Sec. 7. (a) Each provision of the agreement shall be binding upon the parties thereto. A participating municipality which believes that another participating municipality is violating this act or the agreement may file a petition in the superior court of the county where any of the territory proposed to be annexed is located, seeking review of the action of the municipality alleged to have violated this act or the agreement.

(b) Within five days after the petition is filed with the court, the petitioning municipality shall serve copies of the petition by certified mail, return receipt requested, upon the respondent municipality.

(c) Within 15 days after receipt of the copy of the petition for review, or within such additional time as the court may allow, the respondent municipality shall transmit to the reviewing court:

(1) a transcript of the portions of the municipal journal or minute book in which the procedure for annexation has been set forth;

(2) a copy of any other document received or approved by the respondent municipality's governing board as part of the annexation.

(d) The court shall fix the date for review of the petition so that review shall be expeditious and without unnecessary delays. The review shall be conducted by the court without a jury. The court may hear oral arguments and receive written briefs, and may take evidence intended to show either:

(1) that the provisions of this act were not met; or

(2) that the provisions of the agreement were not met.

(e) Upon a finding that the respondent municipality has not violated this act or the agreement, the court may affirm the action of the respondent municipality without change. Upon a finding that the respondent municipality has violated this act or the agreement, the court may:

(1) Remand to the respondent municipality's governing board any ordinance adopted pursuant to Parts 2 or 3, Article 4A of Chapter

160A of the General Statutes, as the same exists now or is hereafter amended, for amendment of the boundaries, or for such other action as is necessary, to conform to the provisions of this act and the agreement.

- (2) Declare any annexation begun pursuant to any other applicable law to be null and void. If the respondent municipality shall fail to take action in accordance with the court's instructions upon remand under subdivision (e)(1) of this section within three months from receipt of such instructions, the annexation proceeding shall be deemed null and void.

(f) Any participating municipality which is a party to the review proceedings may appeal from the final judgment of the Superior Court under rules of procedure applicable in other civil cases. The appealing party may apply to Superior Court for a stay in its final determination, or a stay of the annexation ordinance, whichever shall be appropriate, pending the outcome of the appeal to the appellate division; provided, that the Superior Court may, with the agreement of the parties, permit annexation to be effective with respect to any part of the area concerning which no appeal is being made and which can be incorporated into the respondent municipality without regard to any part of the area concerning which an appeal is being made.

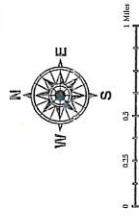
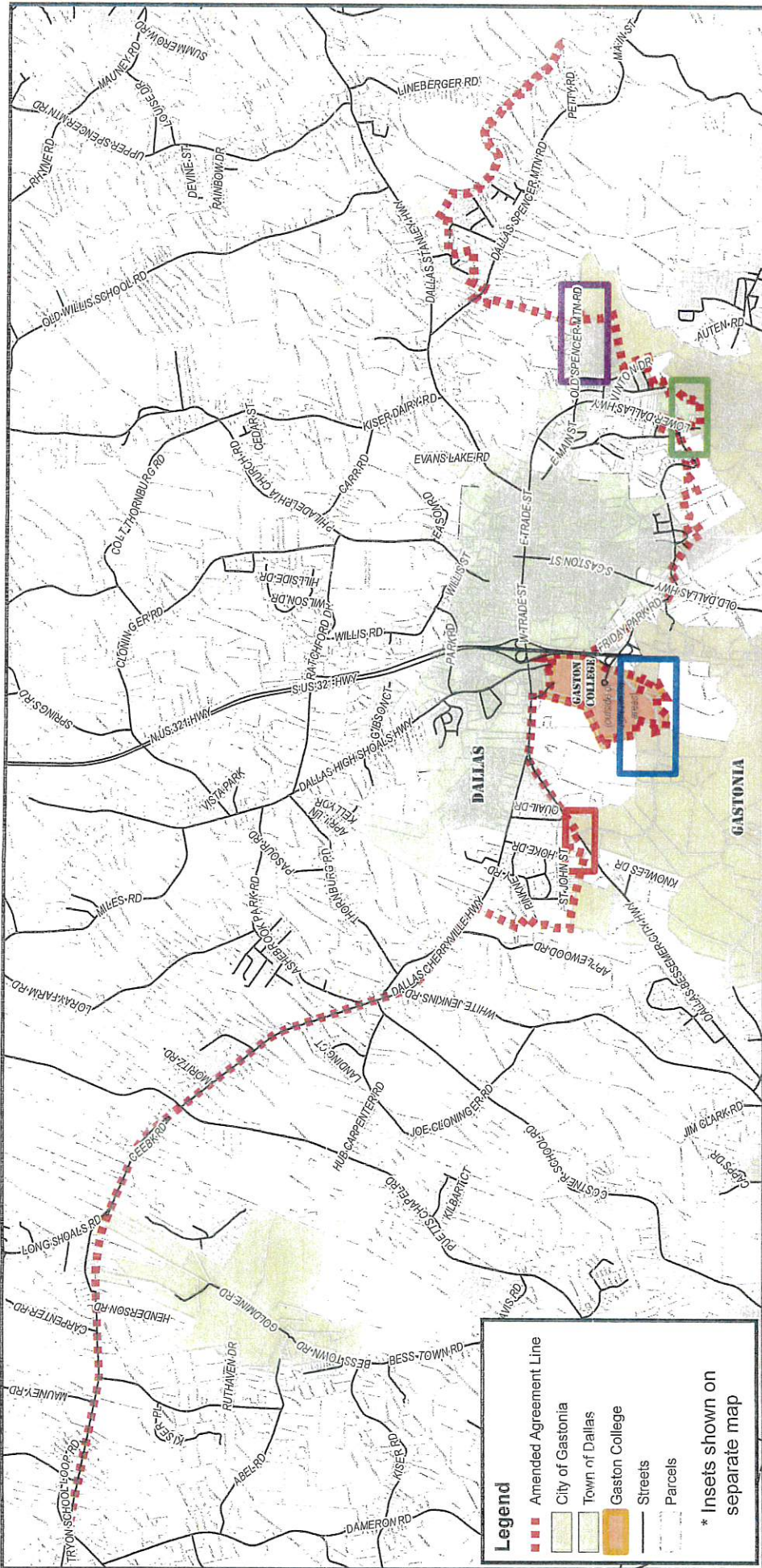
(g) If part or all of the area annexed under the terms of a challenged annexation ordinance is the subject of an appeal to the Superior Court or appellate division on the effective date of the ordinance, then the ordinance shall be deemed amended to make the effective date with respect to such area the date of the final judgment of the Superior Court or appellate division, whichever is appropriate, or the date the respondent municipality's governing board completes action to make the ordinance conform to the court's instructions in the event of remand.

(h) This act does not authorize any court to stay any annexation proceeding, except as specifically set forth in subsections (f) and (g) of this section.

Sec. 8. This act shall apply only to municipalities located wholly or partly in Gaston County.

Sec. 9. This act is effective upon ratification.

In the General Assembly read three times and ratified this the 18th day of May, 1987.

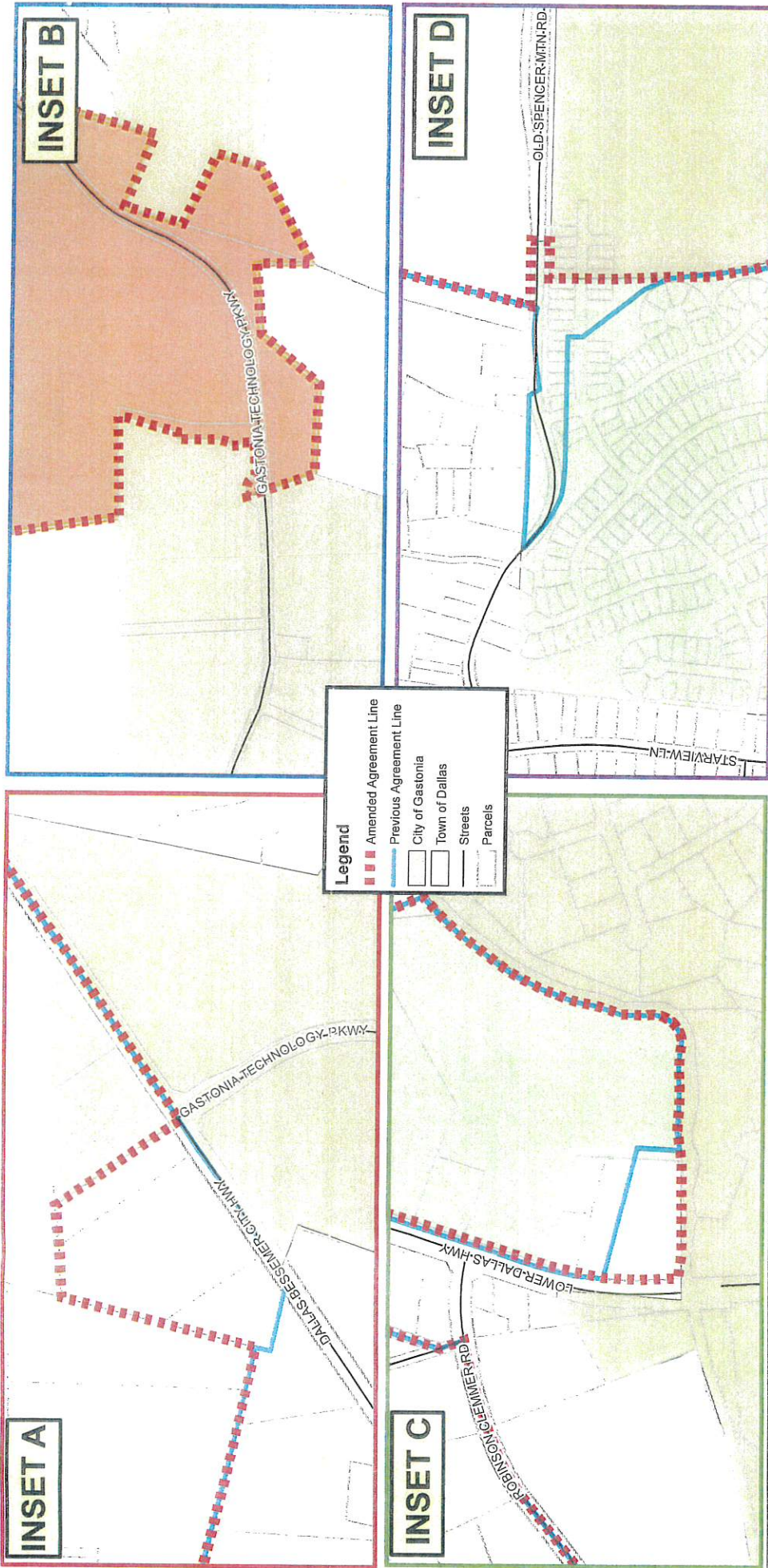


Plot Date: January 14, 2014
Dallas/greem0013.mxd

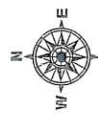
Amended Annexation Agreement between City of Gastonia, NC and Town of Dallas, NC

Expiration Date: May 11, 2020





**Amended Annexation Agreement between
City of Gastonia, NC and Town of Dallas, NC**
Expiration Date: May 11, 2020



File Date: January 15, 2014
DallasAgreement013 sheets.mxd

EXHIBIT

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Emergency Sewer Interconnect

AGENDA ITEM NO. 3C

MEETING DATE: 01/28/2020

BACKGROUND INFORMATION:

Mayor Coleman has asked for an update concerning the Emergency Sewer Interconnect with Gastonia.

Attached is an email from Mike Bynum, Planning & Research Manager, with Two Rivers Utilities that outlines where the project stands from their point of view. There has been communication concerning the meeting mentioned and that is being scheduled.

Any further information gained before this Work Session will be relayed at the work session.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Maria Stroupe

From: Bynum, Mike <mikeb@tworiversutilities.com>
Sent: Thursday, January 23, 2020 10:42 AM
To: Maria Stroupe
Subject: RE: Sewer Interconnect

We are working on the SCADA communications for the meter and automated valve. Last week Doug Huffman with your Electric Department verified that Dallas does not have any spare fiber in your system that we can use. Our SCADA consultant is looking at other options. It would have been much simpler if there was capacity available in the Dallas fiber.

The plans on our side are pretty much complete except for the SCADA connectivity plans. I think Johnny Denton is also close to finishing the design for the Dallas portion of the project. Once the plans are complete, Don Smith will complete the quantity sheets and specifications and we will put together a bid package and advertise the project.

I am currently working on scheduling a Technical Team meeting in the next week or so to discuss the SCADA communications and get a status update from all parties.

Mike Bynum
Planning & Research Manager
Two Rivers Utilities
704-866-6043

From: Maria Stroupe <mstroupe@dallasnc.net>
Sent: Thursday, January 23, 2020 7:57 AM
To: Bynum, Mike <mikeb@tworiversutilities.com>
Subject: Sewer Interconnect

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mike,

I know you sent out a meeting invite, which I responded to, but could you give me a quick and brief snapshot as to where are right now? We have a Board Work Session next Tuesday, and they have asked for a status report.

Thank you,

Maria Stroupe

Town Manager
Town of Dallas
210 N. Holland St.
Dallas, NC 28034
704-922-3176

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Storm Water Audit Update

AGENDA ITEM NO. 3D

MEETING DATE: 01/28/2020

BACKGROUND INFORMATION:

Staff will update the Board on the Storm Water Audit Report and the necessary actions.

Attached is a letter outlining the necessary actions to be taken, along with a copy of the letter that will be sent in acknowledgement of the audit report.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director

January 10, 2020

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7016 1370 0000 2591 9571

Town of Dallas
Attention: Rick Coleman, Mayor
210 North Holland Street
Dallas, North Carolina 28034

Subject: NOTICE OF VIOLATION (NOV-2019-PC-0778)
Town of Dallas
NPDES MS4 Permit No. NCS000393
Gaston County

Dear Mr. Coleman:

On December 4, 2019, staff from the North Carolina Department of Environmental Quality (DEQ) conducted a compliance audit of the Town of Dallas National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. For your reference, a copy of the MS4 Program Audit Report issued by DEQ is enclosed with this notice. This report lists and describes the serious deficiencies with certain components of the MS4 permit, which constitutes a violation of the Clean Water Act and is grounds for enforcement action.

In accordance with Part VI of the permit and DEQ policy, a new 5-year MS4 permit will be issued in response to the audit. To address the MS4 permit deficiencies, the Town of Dallas is required to complete the following actions:

- (1) Respond in writing within thirty (30) calendar days from the date of receipt of this notice to acknowledge these requirements and the intent to comply.
- (2) Adopt a Council Resolution within sixty (60) calendar days from the date of receipt of this notice. The resolution must declare support for a compliant stormwater management program. A sample council resolution with the minimum requirements is enclosed with this letter. An original signed document must be submitted to DEQ.



North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources
Asheville Regional Office | 2090 U.S. Highway 70 | Swannanoa, North Carolina 28778
828.296.4500

- (3) Submit documentation for review and comment within one hundred twenty (120) calendar days from the date of receipt of this letter:
 - a. Conduct a self-audit which includes, at a minimum, an evaluation of compliance with the permit conditions found in Section E: Construction Site Runoff Controls; Section F: Post-Construction Site Runoff Controls. The self-audit must be documented utilizing the DEQ standard MS4 Permit Compliance Audit Report Template.
 - b. Develop a Draft Stormwater Management Plan (SWMP) which details specific actions, measurable goals, and implementation timelines to bring the stormwater management program into compliance with NPDES MS4 requirements over the new 5-year permit term. The SWMP must be documented utilizing the DEQ Phase II MS4 SWMP Template. The SWMP must address all known compliance deficiencies including, at a minimum, the items detailed in the DEQ MS4 Program Audit Report and the Town of Dallas self-audit.
- (4) Submit an NPDES MS4 permit application within thirty (30) days of receiving written DEQ concurrence that the submitted Draft SWMP documents a compliant stormwater management program. A new 5-year NPDES MS4 permit will be public noticed along with the submitted SWMP.
- (5) Respond to public comments on the Draft SWMP and submit a Final SWMP for DEQ approval and final permit issuance. The final DEQ-approved SWMP shall become an enforceable component of the NPDES MS4 permit.

Required documentation shall be submitted via e-mail to Isaiah.reed@ncdenr.gov, or to:

DEQ-DEMLR Stormwater Program
Attn: Isaiah Reed
2090 U.S. Highway 70
Swannanoa, North Carolina 28778

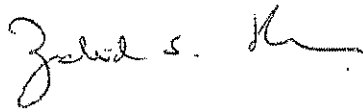
If the Town of Dallas fails to meet the aforementioned requirements and/or submits a significantly noncompliant Draft SWMP, DEQ may proceed with enforcement. As is stated in Part V, Section A.1(c) of the permit:

Under state law, a daily civil penalty of not more than twenty-five thousand dollars (\$25,000) per violation may be assessed against any person who violates or fails to act in accordance with the terms, conditions, or requirements of a permit [North Carolina General Statute 143-215.6A]. Please note that compliance with the requirements of this NOD and/or issuance of civil or criminal penalties levied by DEQ does not preclude the EPA from carrying out its own enforcement case against the permittee.

Notice of Violation
Town of Dallas
January 10, 2020
Page 3 of 3

Thank you for your attention to this matter. Should you have any questions, please contact
Isaiah Reed at (828) 296-4614 or Isaiah.reed@ncdenr.gov.

Sincerely,



Zahid Khan, CPM, CPESC, CPSWQ
Regional Engineer
Division of Energy, Mineral and Land Resources

Enclosures: DEQ MS4 Program Audit Report (December 4, 2019, Town of Dallas)
Copy of NPDES MS4 Permit No. NCS000393
Sample Council Resolution

cc: Dallasplanning@dallasnc.net
Jeanette Powell, DEMLR MS4 Program Coordinator
Alaina Morman, DEMLR Stormwater Compliance & Enforcement
DEMLR NPDES MS4 Permit Laserfiche File



February 3, 2020

Re: NOV-2019-PC-0778

DEQ-DEMLR Stormwater Program
Attn: Isaiah Reed
2090 U.S. Highway 70
Swannanoa, North Carolina 28778

Dear Mr. Reed,

The Town of Dallas acknowledges that it received the Notice of Violation (NOV-2019-PC-0778). It is the Town of Dallas' intention to comply with the requirements mentioned in the Notice of Violation.

To address the MS4 permit noncompliance, the Town of Dallas Board of Aldermen will be adopting a resolution demonstrating support for a compliant stormwater management program at its February 11, 2020 meeting. The resolution is based on the sample resolution which was included with the Notice of Violation. A copy of the adopted resolution will be forwarded to you as soon as possible after adoption.

In addition, the Town will conduct a self-audit utilizing the DEQ standard MS4 Permit Compliance Audit Report Template. The audit will evaluate the Town's compliance with the permit conditions found in Part II Section A: Program Implementation, Documentation & Assessment; Section B: Public Education and Outreach; Section C: Public Involvement and Participation; Section D: Illicit Discharge Detection and elimination (IDDE); Section F: Post-Construction Site Runoff Controls; and Section G: Pollution Prevention and Good Housekeeping for Municipal Operations. The Town will develop a Stormwater Management Plan (SWMP) which will detail specific actions, measurable goals, and implementation timelines to bring the stormwater management program into compliance with NPDES MS4 requirements over a 5-year period. The SWMP will be documented utilizing the DEQ standard Phase II MS4 SWMP template. The SWMP will address all known compliance deficiencies including, at a minimum, the items detailed in the DEQ MS4 Program Audit Report and the self-audit.

Finally, the Town will submit a NPDES MS4 permit application within thirty (30) days of receiving written DEQ concurrence that the submitted SWMP documents a compliant stormwater management program. A new 5-year NPDES MS4 permit which will be public noticed along with the submitted SWMP. The Town will respond to public comments on the Draft SWMP and submit a final SWMP for DEQ approval and final permit issuance. The Town understands that the final DEQ approved SWMP becomes an enforceable component of the NPDES MS4 permit.

The above actions detail the Town's plan to obtain compliance with the NOV. Should you have any questions, please contact Bill Trudnak, Public Works Director/Stormwater Administrator at (704)922-3866 or btrudnak@dallasnc.net.

Sincerely,

Maria Stroupe
Town Manager

Mayor
Rick Coleman

Aldermen
Jerry Cearley
Allen Huggins
Darlene Morrow
Stacey Thomas
Hoyle Withers

Town Manager
Maria Stroupe

Town Clerk/HR
Da'Sha Leach

Finance
Jonathan Newton

Town Attorney
J. Thomas Hunn

Police
Allen Scott

Electrical
J. Doug Huffman

Public Works
Bill Trudnak

Development Svc
Tiffany Faro

Fire Chief
Earl Withers

Recreation
Garrett Lowery

Town of Dallas
210 N. Holland St.
Dallas, NC 28034

Phone:
704-922-3176

Fax:
704-922-4701

Web Page:
www.dallasnc.net



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Public Parking on S. Gaston St.

AGENDA ITEM NO. 3E

MEETING DATE: 01/28/2020

BACKGROUND INFORMATION:

Alderman Huggins requested a discussion concerning public parking in front of the gate to the cemetery at Holy Communion Lutheran Church.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN: