

**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
FEBRUARY 25, 2020
5:00 PM**

The following elected officials were present: Mayor Coleman, Alderwoman Thomas, Alderman Huggins, Alderman Withers, Alderwoman Morrow, and Alderman Cearley.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Chris Burgess, Police Sgt. Detective; Jonathan Newton, Finance Director; Tiffany Faro, Development Services Director;; Doug Huffman, Electric Director; Garrett Lowery, Recreation Director; Earl Withers III, Fire Chief; Bill Trudnak, Public Works Director and Robert Walls, Police Captain. Allen Scott, Police Chief was absent.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Pledge of Allegiance to the Flag. He asked if there were any additions or deletions to amend the agenda. Alderwoman Morrow made a motion to approve the agenda with an addition E. Cameras, seconded by Alderwoman Thomas, and carried unanimously.

New Business:

Item 3A was a discussion on Development Agreement Amenities for 130 W. Trade St. The Town entered into an agreement regarding 130 W. Trade St. property when sold to supply amenities to the owner within a specific timeline before the business opened. Staff, the Town Engineer Mr. Denton, and the Board discussed the options presented as well as alternatives. After much discussion, it was agreed that Alderman Huggins will approach the property owner Ms. Stroupe next to 130 W. Trade St. to see if they would entertain the option of an easement to allow for a dumpster pad & driveway for access for 130 W. Trade St. on their property. The response will be reported back to all parties. (Exhibit A)

Item 3B was a discussion for Online Permitting and Payments. Town Staff has worked with Municipity on their online platform setup for tracking and issuing zoning & code enforcement documents for the Town of Dallas. At this stage, a decision has to be made on who would pay for the processing fees for the payments accepted. The Board discussed with staff the processing costs and how the fee will be accessed. The Board consensus was to move forward with the item for the customer to pay the processing cost since they still have the option to mail in payments to avoid costs. (Exhibit B)

Item 3C was a discussion on a Code Enforcement Position. This item was last discussed on October 8th, 2019 Regular Board Meeting and was not approved. At the Strategic Planning Meeting, it was requested to bring back this item to the Work Session for discussion. Documentation was given in Board packets to support the need for the position. After some discussion, several members stated they were not in favor of the position. (Exhibit C)

Item 3D was a Request for Sponsorship for “Casing for a Cause” Fundraiser. The Gaston County Sheriff’s Office is hosting the 3rd Annual “Casting for a Cause” fundraiser in support of non-profit organizations within Gaston County. The proceeds will be distributed to organizations such as Gaston County Special Olympics, Webb Street School, The ARC, Boys and Girls Clubs, Cancer Services, etc. A request for sponsorship of this event was received by a letter including sponsorship levels, as well as other information concerning the event. Local governments are allowed to allocate funds to non-profit organizations that are spent for a “public purpose”. The “public purpose” must be for a purpose for which local governments have the authority by statute to spend funds. Last year, Dallas sponsored the event at Package #2 for \$300. The Board gave consensus for this item to come back on the Consent Agenda for approval on the March 10th, 2020 Regular Board Meeting. (Exhibit D)


Item 3E was a discussion on Cameras on Trade St. At the last Board meeting on February 11th, 2020, Mr. Montgomery presented the Board with information regarding placing cameras on Trade St. (Downtown Area) for events, traffic, and more. Staff and the Board discussed the possible location of where the camera would be placed. Staff would need to clarify the annual cost with the company. The Board consensus was to bring this item to the budget work session since the item would need to be budgeted.

§ 143-318.11. Closed session-To Discuss Personnel Matters-Alderwoman Thomas made a motion to enter a closed session, seconded by Alderman Withers, and carried unanimously. (5:29)

No Action Taken.

Alderwoman Morrow made a motion to exit the closed session, seconded by Alderman Withers, and carried unanimously. (6:17)

Alderman Cearley made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously. **(6:20)**


Rick Coleman, Mayor


Da'Sha Leach, Town Clerk



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Development Agreement Amenities for 130 W. Trade St.

AGENDA ITEM NO. 3A

MEETING DATE: 02/25/2020

BACKGROUND INFORMATION:

Within the Development Agreement between the Town of Dallas and Sammy's Pub of Dallas, Inc. and Dallas Property Holdings, LLC, the Town of Dallas agreed to provide the following amenities to be completed prior to the Owner's completion of the project/restaurant:

- 1 – Construct a 24-ft. easement for the benefit of Owner for ingress, egress, and regress across Tract #2 as shown on the survey by John W. Lineberer and dated July 17, 2018.
- 2 – Grant Owner a 15-ft. drainage and utility easement as shown on Tract #2 of the survey by John W. Lineberger and dated July 17, 2018.
- 3 – See and obtain a variance from the existing ordinance to allow a zero foot front setback along a major thoroughfare.
- 4 – Provide an enclosed dumpster site for use by the restaurant.

Plans have been drawn up and a bid package prepared for the access to W. Wilkins St. and the dumpster site (referenced as the Parking Lot Improvements project). In order to allow time for the completion of these amenities as outlined in the agreement, a pre-bid conference is planned for March 5th with a bid opening on March 19th.

This project was not budgeted in the current FY2019/2020 budget, as timing was not known at the time of budget preparation. Once bids are secured, a budget amendment will be brought to the Board of Aldermen for approval to fund the project.

Based on the scope of the work involved, this project should be completed within the 2019/2020 fiscal year.

Attached is a copy of the Development Agreement, the July 17, 2018 Survey, and plans for the Parking Lot Improvement Project.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA
 COUNTY OF GASTON

DOWNTOWN DEVELOPMENT PROJECT AGREEMENT

THIS DOWNTOWN DEVELOPMENT PROJECT AGREEMENT, pursuant to N.C.G.S. 160A-458.3, made and entered into this the 13th day of FEBRUARY 2019, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as "TOWN") and **SAMMY'S PUB OF DALLAS, INC. AND DALLAS PROPERTY HOLDINGS, LLC**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to jointly as "OWNER");

WITNESSETH:

WHEREAS, OWNER and TOWN intend to engage in and provide a Downtown Development Project located in the Town of Dallas, Gaston County, North Carolina, which will stimulate the local economy, increase the taxable property and business prospects of the Town, create jobs in the Town's Central Business District as a result of the Project; in addition, the project would have a significant effect on the revitalization on the Central Business District; and

WHEREAS, as authorized by N.C.G.S. § 158- 7. 1, 160A-456, 160A-457, and 160A-458.3 the TOWN, has agreed to sell the surplus property and building located at 130 W. Trade Street, Dallas, NC, subject to restrictions, conditions, and covenants, for development of restaurant and office space (minimum of 7,500 square feet), and more particularly described as:

Lying and being in the Town of Dallas, N.C. and being the old Setzer building property, which is more particularly described by metes and bounds as follows: Beginning at a building corner, said corner being the Southwest corner of property owned by Laura J. Stroupe as described in Deed Book 4754 at Page 1310, with said point and place of Beginning being located the following two (2) calls from a courthouse stone control corner: (1) North 01 degrees 15 minutes 09 seconds East 263.11 feet to another courthouse stone control corner and (2) North 32 degrees 16 minutes 32 seconds West 143.73 feet, crossing West Trade Street and both courthouse stones inscribed USGS, NCGS 1900); thence from the point of Beginning North 85 degrees 58 minutes 53 seconds West 56.91 feet to a building corner; thence North 03 degrees 53 minutes 53 seconds East 120.68 feet to a new drill hole in walkway; thence South 85 degrees 58 minutes 59 seconds East 57.25 feet to an iron pin set in the line of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310; thence with the Stroupe property line South 04 degrees 03 minutes 20 seconds West 120.66 feet to the point and place of Beginning. Said property being

the full contents of Tract #1,- containing 0.158 acres, as shown on that map or plat thereof recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds.

TOGETHER WITH that right of way and easement for ingress, egress, and regress, said right of way and easement being more particularly described as follows:

Beginning at a drill hole, said drill hole being located North 03 degrees 53 minutes 53 seconds East 120.68 feet from the Southwest corner of the Setzer building, said drill hole also being the Northwest corner of Tract #1 as shown on that map or plat recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds; and running thence from the point and place of Beginning North 14 degrees 46 minutes 00 seconds West 74.75 feet through Tract #2 to a point; thence continuing through Tract #2 North 04 degrees 01 minutes 07 seconds East 138.55 feet to a point on the South margin of the right of way of Wilkins Street; thence along the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 24.00 feet to a point; thence South 04 degrees 01 minutes 07 seconds West 134.58 feet through Tract #2 to a point; thence South 14 degrees 46 minutes 00 seconds East 78.94 feet through Tract #2 to a point on the North line of Tract #1 as shown on that map or plat recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds; thence North 85 degrees 58 minutes 59 seconds West 25.35 feet to the point and place of Beginning.

TOGETHER THEREWITH that right of way and easement for the installation, servicing and maintenance of utilities and drainage:

BEGINNING at a nail set on the south margin of the right of way of Wilkins Street near the east margin of the right of way of Holland Street, said nail set being the Northwest corner of Tract #2 as shown on that map or plat recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds; thence from said point and place of BEGINNING South 57 degrees 40 minutes 29 seconds East 23.95 feet to a point; thence South 42 degrees 0 minutes 30 seconds East 91.40 feet to a point; thence South 03 degrees 56 minutes 07 seconds West 99.11 feet to a point; thence South 67 degrees 32 minutes 38 seconds East 57.42 feet to a point; thence North 03 degrees 53 minutes 53 seconds East 192.11 feet to a point on the south margin of the right of way of Wilkins Street; thence with the south margin of the right of way of Wilkins Street South 85 degrees 58 minutes 53 seconds East 20.0 feet to a PK nail, said PK nail being a corner of the Laura J. Stroupe property as described in Deed Book 4754 at Page 1310 in the Gaston County Register of Deeds; thence with the west line of the Stroupe property described above South 03 degrees 53 minutes 53 seconds West, passing an existing iron pin at 125.00 feet and another existing iron pin at 150.00 feet, a total distance of 238.54 feet to a point located within Tract #1 as shown and described on that map or plat recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds; thence North 86 degrees 02 minutes 27 seconds West 36.07 feet to a building corner located on the Gerald J. Huggins property as described in Deed Book 4767 at Page 1939 in the Gaston County Register of Deeds; thence along the north line of the Huggins property North 86 degrees 02 minutes 27 seconds West 25.35 feet to an iron pin set; thence with the north line of the TAP Properties property as described in Deed Book 3284 at Page 247 in the Gaston County Register of Deeds North 86 degrees 01 minutes 48 seconds West 25.11 feet to a building corner;

thence with the north line of the TAP Properties property as described in Deed Book 2815 at Page 924 in the Gaston County Register of Deeds North 85 degrees 57 minutes 53 seconds West 21.24 feet to a building corner; thence North 84 degrees 50 minutes 42 seconds West 54.12 feet to a paint mark at iron, said paint mark being located North 88 degrees 54 minutes 50 seconds East 1404.60 feet from NCGS "Hopeman" (N=175985.779M, E=411242.916M); thence North 03 degrees 56 minutes 45 seconds East 20.20 feet to a point; thence South 84 degrees 50 minutes 42 seconds East 54.18 feet to a point; thence South 85 degrees 57 minutes 40 seconds East 21.23 feet to a point; thence South 86 degrees 02 minutes 0 seconds East 25.13 feet to a point; thence South 86 degrees 02 minutes 27 seconds East 41.40 feet to a point within Tract #1 described above; thence North 03 degrees 53 minutes 53 seconds East 10.59 feet to a point; thence North 67 degrees 32 minutes 38 seconds West 73.25 feet to a point; thence North 3 degrees 56 minutes 07 seconds East 103.55 feet to a point; thence North 42 degrees 0 minutes 30 seconds West 82.98 feet to a point; thence North 57 degrees 40 minutes 29 seconds West 14.52 feet to a point; thence North 03 degrees 57 minutes 12 seconds East 17.04 feet to the point and place of BEGINNING.

All of the foregoing descriptions are taken from that map or plat entitled "Survey Made at the Request of the Town of Dallas" dated February 27, 2018 and revised September 4, 2018 by John W. Lineberger, Professional Land Surveyor, which is recorded in Plat Book 88 at Page 71 in the Gaston County Register of Deeds.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to OWNER, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction and/or renovation of a minimum 7,500 square foot building upon tract one, consisting of a minimum 5,000 square foot restaurant on the ground level and a minimum 2,500 of other enclosed space on the second level; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional restaurant upon tract #1 for a continuous and uninterrupted period of five (5) years, unless sooner terminated as provided for herein.
2. **Project.** The project (herein "Project") consists of the OWNER's purchase of TOWN owned land and building at 130 W. Trade Street, Dallas, NC, for \$77,000.00, the renovation or demolition of the existing building, investment of seven hundred fifty thousand dollars (\$750,000.00) in the renovation and/or construction of a new building or addition to the existing building and grounds, purchase of restaurant equipment, installation of equipment, and operation of a restaurant in the Town of Dallas, Gaston County, North Carolina. The completed project/restaurant when operational will provide new part-time and full-time employment for minimum of twenty (20) people with a minimum wage of \$8.00 per hour in the downtown area. The completed project/restaurant when operational will continue uninterrupted as a

properly licensed and inspected restaurant for a period of five (5) years. The project also consists of the development by the TOWN of public facilities and other amenities on adjacent TOWN owned property, including but not limited to: a 24-foot easement for ingress, egress, and regress and a 15-foot easement for drainage and all utilities as described above.

3. Construction.

- a. The TOWN will employ the services of a Town Engineer, Johnny Denton. The Town Engineer will ensure that the construction, renovation and development of the restaurant and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, renovation documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the owner of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions.
- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. The OWNER will immediately proceed without delay to employ the services of a licensed professional architect/engineer to draft all appropriate plans and drawings for the construction/renovation project within sixty (60) days of closing. All plans and drawings shall be completed and submitted for inspection and approval by the TOWN, designee, agent, or Town Engineer prior to any construction, renovation and/or development of the project and within one hundred eighty (180) days of employing the licensed professional architect/engineer.
- d. The OWNER agrees to immediately proceed without delay in obtaining the proper and appropriate permits from Gaston County and the Town of Dallas for the construction, renovation and development of the project and will apply for all appropriate and proper permits within thirty (30) days of the all final plans and drawings being approved TOWN, designee, agent, or Town Engineer. The OWNER will remain diligent in obtaining and procuring all appropriate and proper permits.
- e. After all final plans and drawings are approved by the TOWN, designee, agent and/or the Town's Engineer and all appropriate and proper permits are obtained

the renovation and/or construction of the project/restaurant shall be completed by the OWNER within one (1) year, weather permitting.

- f. After the completion of renovation and/or construction of the project/restaurant by the OWNER and the issuance of a Certificate of Occupancy, the restaurant shall be properly licensed and inspected as a restaurant by the appropriate government officials.
 - g. The TOWN will construct and develop amenities, easements, and variances to the zoning code as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on Tract 1 and Tract 2 as described herein. The construction and development of the TOWN amenities, easements, and variances will not interfere with the renovation, construction and development of the project/restaurant and grounds outlined in the above paragraphs by the OWNER, and will be completed prior to the OWNER'S completion of the proposed development of the project/restaurant. Provided, however, any easements shall be completed and contained within the Deed to be prepared by the OWNER within sixty (60) days of execution of this Agreement.
4. **Representations.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

Standing. The OWNER is a duly organized and existing North Carolina corporation under the laws of the State of North Carolina. The OWNER has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and is authorized the execution and delivery of this Agreement.

Continuity. The OWNER intends to operate the project as restaurant and offices within the TOWN continuously and uninterrupted for five (5) years. OWNER will pay to the TOWN the prospective tax revenues based upon the tax value of the property as determined in the ordinary course.

Timing. The OWNER agrees to close the purchase of the site on or before a date which is thirty (30) days after (i) Proper legal description for the property is prepared by the OWNER and (ii) the Project has been duly approved by TOWN governing body after due notice and public hearing, if required. Both events (i) and (ii) above are express conditions precedent to OWNER'S performance hereunder. Furthermore, OWNER shall be entitled to terminate this Agreement at any time for any or no reason within sixty (60) days of the date of this Agreement, upon which the Owner shall if necessary re-convey the Property back to the Town immediately. OWNER agrees to create a minimum of 20 part-time and full-time jobs, paying an average wage of \$8.00 per hour at this location of 130 W. Trade Street, Dallas, N.C. OWNER agrees to operate a fully functional, properly

permitted and licensed restaurant continuously and uninterrupted for a period of five (5) years.

5. **Covenant.** The OWNER covenants and agrees to make the investment, pay the taxes, create the jobs, pay the wages and upon completion of construction, operate a fully functional, properly permitted, inspected and licensed restaurant, continuously and uninterrupted for a period of five (5) years in accordance with the purposes and/or under the restrictions, covenants and conditions as set forth herein and/or contained in the Deed to the property.
6. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) year restaurant by OWNER all of which shall take place and be located at 130 W. Trade Street, Dallas, N.C., the TOWN agrees to sell, grant and convey the property at 130 W. Trade Street, Dallas, N.C. for \$77,000.00, subject to restrictions, conditions and covenants within time parameters set forth in this agreement, in addition to the restrictions, conditions and covenants that run with the land and included in the Deed. OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to: investment, job creation requirements and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C. for an uninterrupted period of five (5) years.
7. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes, community development purposes, and/or downtown development project purposes in accordance with N.C.G.S. § 158- 7.1, 160A-456, 160A-457, and 160A-458.3 of the TOWN for the renovation, construction, development, and operation of a restaurant by OWNER at 130 W. Trade Street, Dallas, N.C.
8. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the renovation, construction and development and/or the operations of the restaurant as the TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.

9. **Termination.** This Agreement shall terminate and the OWNER shall be in breach, as determined by the TOWN, which shall include but not limited to the following reasons:
- a. Failure to use the Property in accordance with this Agreement;;
 - b. Failure to pay taxes;
 - c. Failure to comply with the terms and conditions of this Agreement;
 - d. Submission to the TOWN of reports which are incorrect or incomplete in any material respects;
 - e. Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or unfeasible;
 - f. Transfer of title to the property prior to fulfillment of all requirements of this Agreement, without the prior written consent of the TOWN;
 - g. In addition, failure to make satisfactory progress towards renovation, construction, completion and operation of a restaurant per the above paragraphs and/or making the investment in the property as set forth herein.
 - h. Failure to operate of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period of five (5) years.
10. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
11. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
12. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
13. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
14. **Termination.** The TOWN may terminate this Agreement, as set forth herein, for failure to make the investment in the property, for failure of the project, or violation or breach of any of the terms of this Agreement.
15. **Notice.** Notice may be given as follows:

To the TOWN:

To the OWNER:

Town of Dallas Manager
210 Holland Street
Dallas, NC 28034

Mr. Jim Bailey
1196 Noles Dr.
Mt Holly, NC 28120

- 16. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
- 17. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
- 18. **Recording.** The TOWN shall record the Downtown Development Project Agreement with the Gaston County Register of Deeds within fourteen (14) days of the execution of this Agreement. The burdens are binding upon, and the benefits of the Downtown Development Project Agreement shall inure to, all successors to interest to the parties of the Agreement

IN WITNESS WHEREOF, the TOWN OF DALLAS, N.C. has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Town Clerk, all by authority of its Board of Alderman and the OWNER has caused this instrument to be executed in its company name by its duly authorized representatives both the day and year first above written.

EXECUTED this 13th day of FEBRUARY, 2019.

TOWN

OWNER

Town of Dallas

Sammy's Pub of Dallas, Inc.

By: Maria Stroupe

By: Jim Bailey

Maria Stroupe, Town Manager

Jim Bailey, President

Jerry Cearley
Jerry Cearley, Mayor Pro-Tem

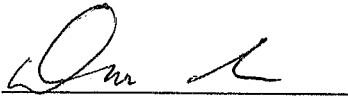
Dallas Property Holding, LLC

By: Jim Bailey

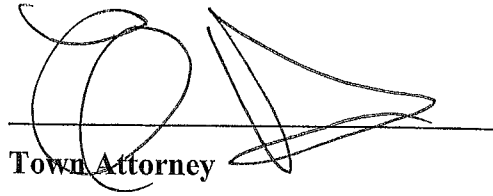
Jim Bailey, Managing Member

ATTEST:

Approved As To Form and Legality

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a smaller 'm' and a final flourish, positioned above a horizontal line.

Town Clerk

A handwritten signature in black ink, featuring a large, circular loop followed by a sharp, pointed flourish, positioned above a horizontal line.

Town Attorney

NORTH CAROLINA
GASTON COUNTY

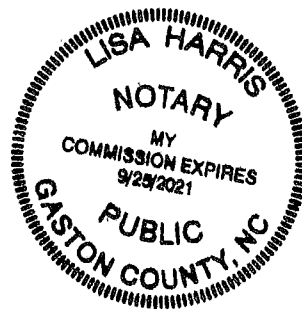
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **MARIA STROUPE** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the 13th day of February, 2019.

(SEAL)

Lisa Harris Lisa Harris
Notary Public

My Commission Expires: 9/25/2021



NORTH CAROLINA
GASTON COUNTY

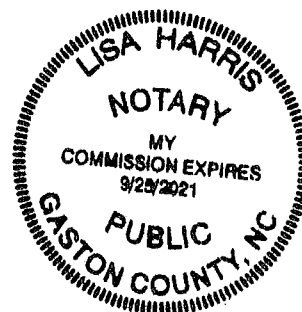
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **JERRY CEARLEY** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the 13th day of February, 2019.

(SEAL)

Lisa Harris Lisa Harris
Notary Public

My Commission Expires: 9/25/2021



NORTH CAROLINA
GASTON COUNTY

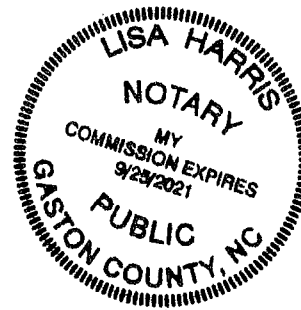
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, President of Sammy's Pub of Dallas, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER

This the 13th day of February, 2019.

(SEAL)

Lisa Harris *Lisa Harris*
Notary Public

My Commission Expires: 9/25/2021



NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jim Bailey, Managing Member of Dallas Property Holding, LLC personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of OWNER.

This the 13th day of February, 2019.

(SEAL)

Lisa Harris *Lisa Harris*
Notary Public

My Commission Expires: 9/25/2021



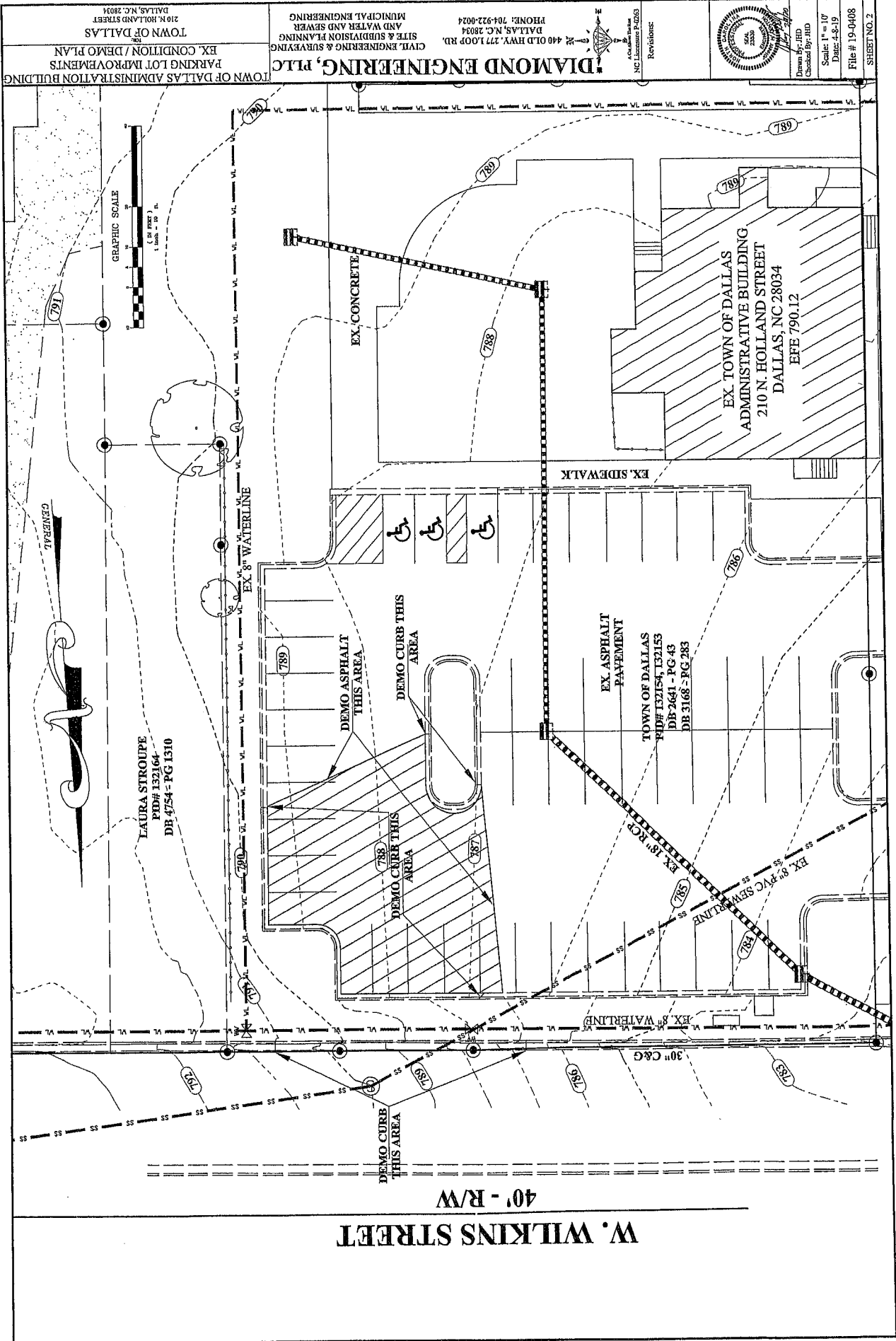
EXHIBIT "A"

1. In addition, the Town shall construct a 24 foot easement for the benefit of Owner for ingress, egress, and regress across Tract #2 as shown on the Survey by John W. Lineberger and dated July 17, 2018.

2. The Town shall also grant Owner a 15 foot drainage and utility easement as shown on Tract #2 of the Survey by John W. Lineberger and dated July 17, 2017.

3. The Town shall seek and obtain a variance from the existing City Ordinance to allow a zero foot front setback along a major thoroughfare.

4. The Town shall provide an enclosed dumpster site for use by the restaurant

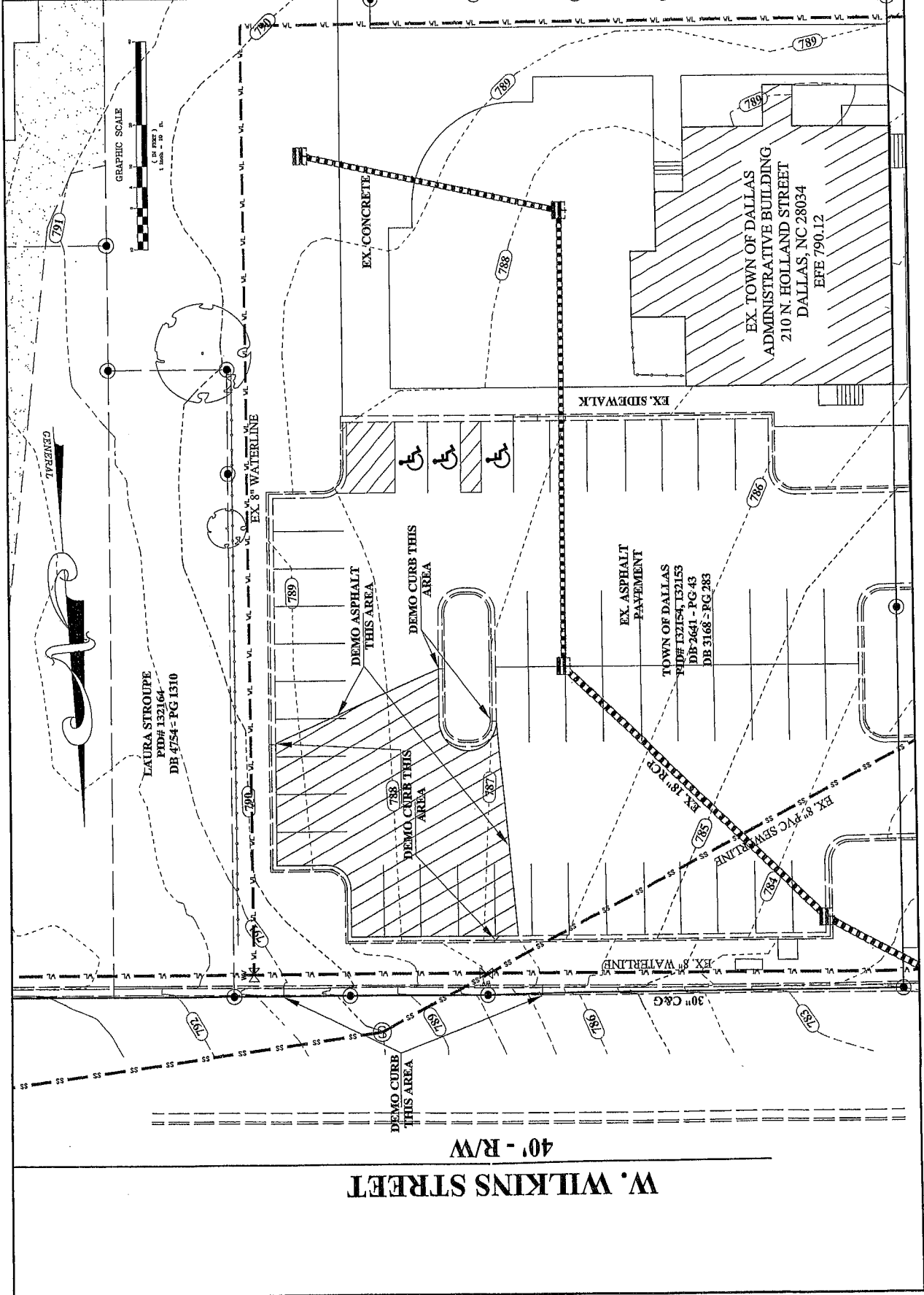


TOWN OF DALLAS ADMINISTRATION BUILDING
 PARKING LOT IMPROVEMENTS
 EX. CONDITION / DEMO PLAN
 TOWN OF DALLAS
 210 N. HOLLAND STREET
 DALLAS, N.C. 28034

DIAMOND ENGINEERING, PLLC
 CIVIL ENGINEERING & SURVEYING
 SITE & SUBDIVISION PLANNING
 AND WATER AND SEWER
 MUNICIPAL ENGINEERING
 DALLAS, N.C. 28034
 PHONE: 704-922-0024
 440 OLD HWY. 277 LOOP RD.

Drawn by: JFD
 Checked by: JFD
 Scale: 1" = 10'
 Date: 4-8-19
 File #: 19-0408
 SHEET NO. 2

Professional Engineer Seal for J. F. Diamond, No. 2662, State of North Carolina.



LAURA STROUPE
 PD# 132164
 DB 4754 - PG 1310

TOWN OF DALLAS
 PD# 132154, 132153
 DB# 2641 - PG 43
 DB 3168 - PG 283

EX. TOWN OF DALLAS
 ADMINISTRATIVE BUILDING
 210 N. HOLLAND STREET
 DALLAS, NC 28034
 EFE 790.12

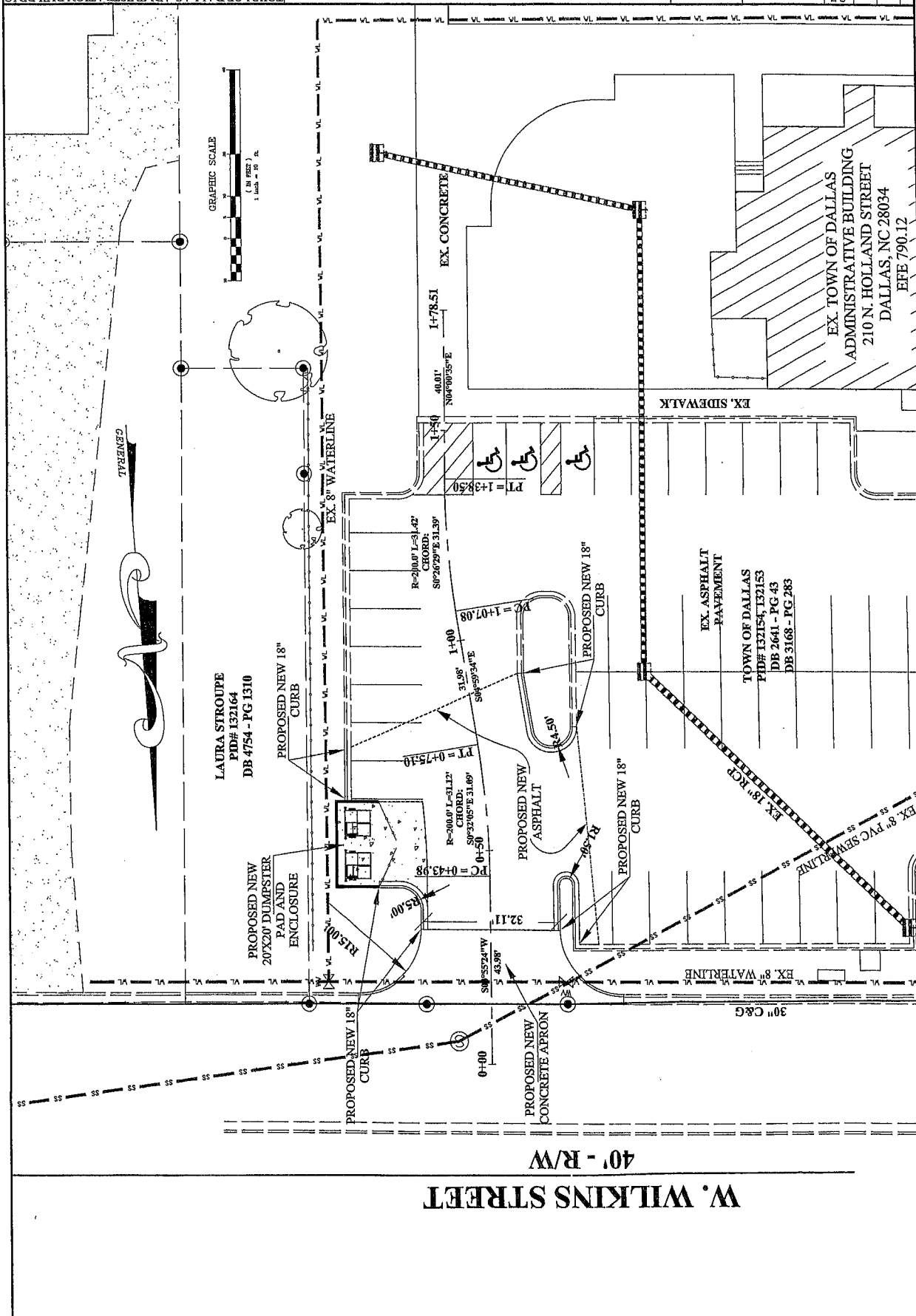
Professional Engineer Seal
 State of North Carolina
 License No. 61026
 Date: 4-3-19

Drawn By: RJD
 Checked By: RJD
 Scale: 1" = 10'
 Date: 4-3-19
 File #: 19-0408
 SHEET NO. 3

DIAMOND ENGINEERING, P.L.L.C.
 CIVIL ENGINEERING & SURVEYING
 SITE & SUBDIVISION PLANNING
 AND WATER AND SEWER
 MUNICIPAL ENGINEERING
 440 OLD HWY. 277 LOOP W.
 DALLAS, N.C. 28034
 PHONE: 704-922-0024

TOWN OF DALLAS
 210 N. HOLLAND STREET
 DALLAS, N.C. 28034

TOWN OF DALLAS
 ADMINISTRATION BUILDING
 PARKING LOT IMPROVEMENTS
 SITE PLAN



EX. TOWN OF DALLAS
ADMINISTRATIVE BUILDING
 210 N. HOLLAND STREET
 DALLAS, NC 28034
 EFE 790.12

GENERAL

LAURA STROUPE
 PID# 132164
 DB 4754 - PG 1310

TOWN OF DALLAS
 PID# 132154, 132153
 DB 2641 - PG 43
 DB 3163 - PG 283

W. WILKINS STREET
 40' - RW

DIAMOND ENGINEERING, PLLC
 CIVIL ENGINEERING & SURVEYING
 SITE & SUBDIVISION PLANNING
 AND WATER AND SEWER
 MUNICIPAL ENGINEERING

440 OLD HWY. 277 LOOP RD.
 DALLAS, N.C. 28034
 PHONE: 704-922-0024

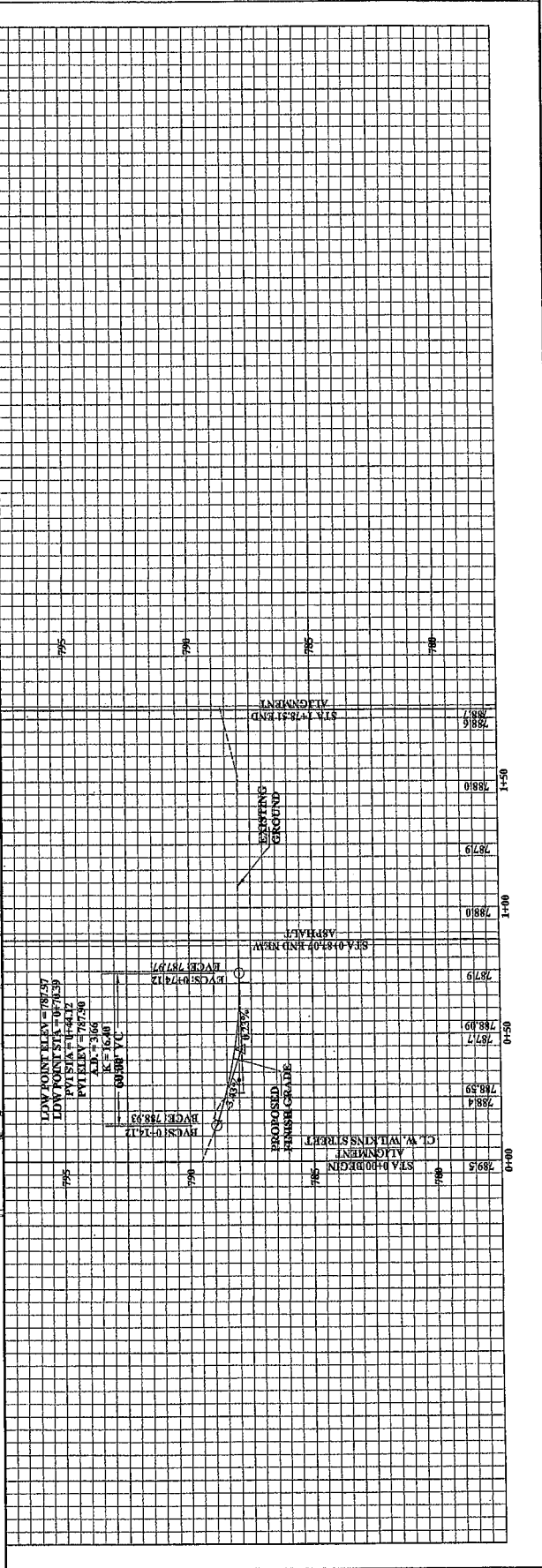
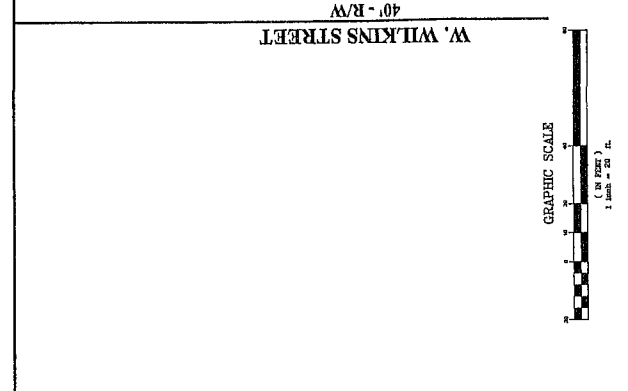
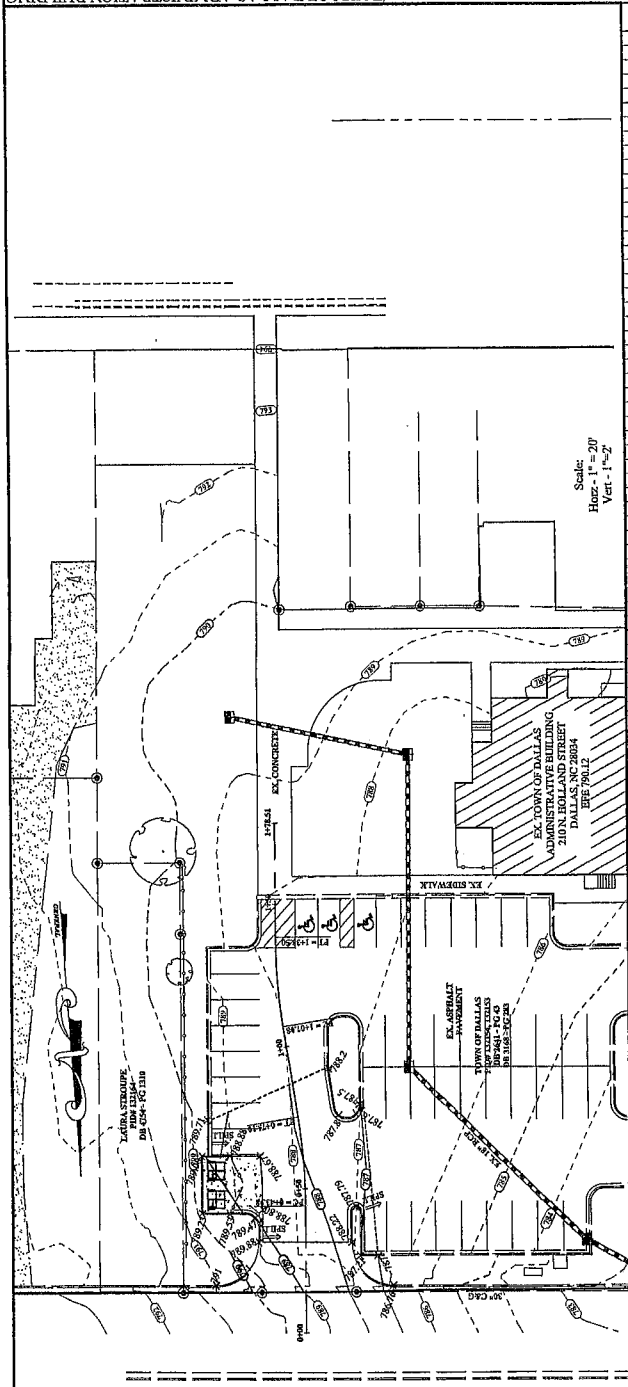
Scale: 1" = 20'
 Date: 4-8-19
 File #: 19-0408
 SHEET NO. 4

Town of Dallas Administration Building
 Parking Lot Improvements
 Plan & Profile

Town of Dallas
 210 N. HOLLAND STREET
 DALLAS, N.C. 28034

Checked By: JLD
 Drawn By: JLD

Revisions:



TOWN OF DALLAS
PARKING LOT IMPROVEMENTS
DETAILS

TOWN OF DALLAS
210 HOLLAND STREET
DALLAS, TX 75202

DIAMOND ENGINEERING, P.L.L.C.
CIVIL ENGINEERING & SURVEYING
5775 ROBINSON LANE
DALLAS, TEXAS 75249
PHONE: 754-272-0024
EMAIL: diamondem@diamondem.com



NO. 0000000000

Revisions:



Drawn By: JMB
Checked By: JMB
Scale: NONE
Date: 4-8-19
File #: 18-0408
SHEET NO. 5

Section 5.5.7.0 - Pavement
Temporary Facilities - All materials, labor, equipment and work performed or supplied under this item shall conform to but not limited to sections 1003 to 1008 of the TxDOT 1995 Standard Specifications.
Backfill and fill - All fill shall be measured and delivered to the site in accordance with the following specifications.
Scheduling shall be performed in accordance with the following scheduling specifications:

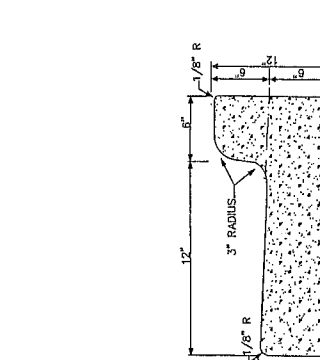
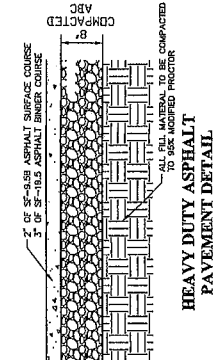
Schedule No.	Completion Name	Start Date	Finish Date
1	Asphalt 1 (Pavement) (Sub) 10	May 1 - August 15	
2	Asphalt 2 (Sub) 10	August 15 - January 1	
3	Asphalt 3 (Sub) 10	January 1 - May 1	
4	Asphalt 4 (Sub) 10	May 1 - August 15	
5	Asphalt 5 (Sub) 10	August 15 - January 1	

Materials shall be performed in accordance with the following materials specifications:
Furnish and install 12" or larger mesh bar reinforced concrete at 12" o.c. in all concrete slabs.
Use 60,000 psi concrete in all concrete slabs.
Use 4" x 4" x 4" rebar in all concrete slabs.
Use 2" x 2" x 2" rebar in all concrete slabs.
Use 1 1/2" x 1 1/2" x 1 1/2" rebar in all concrete slabs.
Use 1" x 1" x 1" rebar in all concrete slabs.
Use 3/4" x 3/4" x 3/4" rebar in all concrete slabs.
Use 1/2" x 1/2" x 1/2" rebar in all concrete slabs.
Use 3/8" x 3/8" x 3/8" rebar in all concrete slabs.
Use 1/4" x 1/4" x 1/4" rebar in all concrete slabs.

STABILIZATION TIMBERFRAMES
TIMBERFRAMES EXEMPTIONS
None

Site Area Description	Stabilization
Permanent (drive, curbs, gutters, slopes)	7 days
High Quality Water (HQPW) Zones	7 days
Slopes steeper than 3:1	14 days
Slopes 3:1 or flatter	14 days
All other cases with lower water table (see 4.2)	14 days

Notes:
All other cases with lower water table (see 4.2)
If slopes are 3:1 or flatter and are not in High Quality Water (HQPW) Zones, 7 days are allowed for stabilization.
If slopes are steeper than 3:1, 14 days are allowed for stabilization.
If slopes are 3:1 or flatter and are in High Quality Water (HQPW) Zones, 14 days are allowed for stabilization.



**CONCRETE CURB & GUTTER
DETAIL**

1. Refer to city specifications, grading, curb cutting, or retaining cutting within the street right-of-way; the contractor shall have a driveway for driveway and other construction items as specified in the City of Dallas Transportation Standard Specifications for Roadways and Bridges. All other items shall be as specified in the City of Dallas Transportation Standard Specifications for Roadways and Bridges.

2. The contractor shall be responsible for providing the curbing curb lane in the balance of the curb and gutter, 12 inches wide, and shall be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

3. In setting the curbing curb lane, the contractor shall be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

4. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

5. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

6. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

7. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

8. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

9. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

10. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

11. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

12. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

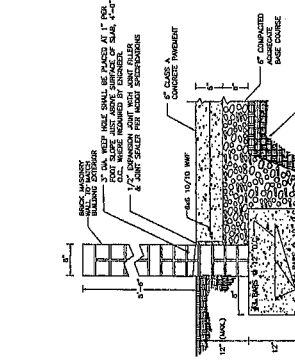
13. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

14. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

15. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

16. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.

17. The contractor shall not be responsible for providing the curb and gutter curb lane in the balance of the curb and gutter, 12 inches wide.



DUMPSTER PAD DETAIL

1. The contractor shall provide a concrete pad with a proposed asphalt pavement.

2. The contractor shall provide a concrete pad with a proposed asphalt pavement.

3. The contractor shall provide a concrete pad with a proposed asphalt pavement.

4. The contractor shall provide a concrete pad with a proposed asphalt pavement.

5. The contractor shall provide a concrete pad with a proposed asphalt pavement.

6. The contractor shall provide a concrete pad with a proposed asphalt pavement.

7. The contractor shall provide a concrete pad with a proposed asphalt pavement.

8. The contractor shall provide a concrete pad with a proposed asphalt pavement.

9. The contractor shall provide a concrete pad with a proposed asphalt pavement.

10. The contractor shall provide a concrete pad with a proposed asphalt pavement.

11. The contractor shall provide a concrete pad with a proposed asphalt pavement.

12. The contractor shall provide a concrete pad with a proposed asphalt pavement.

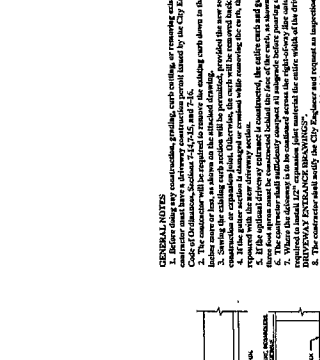
13. The contractor shall provide a concrete pad with a proposed asphalt pavement.

14. The contractor shall provide a concrete pad with a proposed asphalt pavement.

15. The contractor shall provide a concrete pad with a proposed asphalt pavement.

16. The contractor shall provide a concrete pad with a proposed asphalt pavement.

17. The contractor shall provide a concrete pad with a proposed asphalt pavement.



**CONCRETE DRIVEWAY APRON
DETAIL**

1. The contractor shall provide a concrete driveway apron with a 10 percent slope.

2. The contractor shall provide a concrete driveway apron with a 10 percent slope.

3. The contractor shall provide a concrete driveway apron with a 10 percent slope.

4. The contractor shall provide a concrete driveway apron with a 10 percent slope.

5. The contractor shall provide a concrete driveway apron with a 10 percent slope.

6. The contractor shall provide a concrete driveway apron with a 10 percent slope.

7. The contractor shall provide a concrete driveway apron with a 10 percent slope.

8. The contractor shall provide a concrete driveway apron with a 10 percent slope.

9. The contractor shall provide a concrete driveway apron with a 10 percent slope.

10. The contractor shall provide a concrete driveway apron with a 10 percent slope.

11. The contractor shall provide a concrete driveway apron with a 10 percent slope.

12. The contractor shall provide a concrete driveway apron with a 10 percent slope.

13. The contractor shall provide a concrete driveway apron with a 10 percent slope.

14. The contractor shall provide a concrete driveway apron with a 10 percent slope.

15. The contractor shall provide a concrete driveway apron with a 10 percent slope.

16. The contractor shall provide a concrete driveway apron with a 10 percent slope.

17. The contractor shall provide a concrete driveway apron with a 10 percent slope.

VPS Quote (solution with kiosk option for collectors)

Schedule B Convenience Fee Pricing Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), and PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

WEB AND POS CONVENIENCE FEES FUNDED BY THE CONSTITUENT

ITEM	FEE	FREQUENCY
<u>Municipality Payments (Permits & Licenses)</u>		
Visa, MasterCard, Discover & AmEx (credit, debit & products)	2.65%	Per transaction
ATM/Network debit cards	2.65%	Per transaction
Electronic check/ACG	\$1.95	Per transaction
Minimum credit card and debit card convenience fee	\$3.95	Per transaction

PAYMENT PROCESSING AND DEVELOPMENT SERVICES FUNDED BY MERCHANT

ITEM	FEE	FREQUENCY
Address verification fee	\$0	Per occurrence
Chargeback processing fee	\$0	Per occurrence
Statement fee	\$0	Per occurrence
Support and training fees	\$0	Per hour
POS terminals – Ingenico iCT220	Waived	Per unit
Total cost to the Town of Dallas	\$0	

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Code Enforcement Position

AGENDA ITEM NO. 3C

MEETING DATE: 02/25/2020

BACKGROUND INFORMATION:

This item was last discussed at the October 8th Board of Aldermen meeting and was not approved at that time. The item came up again in discussion at the February 17th Strategic Planning meeting and Staff was asked to bring the discussion back to the Board for reconsideration.

As growth and development opportunities continue to increase for Dallas, it is becoming increasingly difficult for the Development Services Director to devote the time needed to pursue economic development for the Town, review and accomplish ordinance revisions, and address code enforcement complaints and violations in our Town.

In order to maximize the Development Services Director's time and abilities, we are proposing to add a Part-Time Code Enforcement Position to work in the Community Development Department. This position would work approximately 20 hours per week on average and would receive, investigate, and enforce Town ordinances in relation to code enforcement violations and complaints. The addition of this position would facilitate the timeframe within which violations could be remediated.

Attached is a current listing of complaints and violations received by the Development Services Director. Many of these are still waiting to be addressed, while more complaints and violations are received each week. Each violation requires a minimum of three (3) site visits: 1) To verify the initial violation, 2) To follow up after the initial deadline, and 3) To follow up after abatement to confirm compliance. There are approximately 15 new calls per month concerning code enforcement issues.

Also attached is a proposed Job Description for the position and an estimate of costs associated with the funding this position for the remainder of this fiscal year.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

EXHIBIT C

TYPE	Property Address	Description	Violation 2	Status	
1	MINIMUM HOUSING	512 E Robinson	150.63 (A) Every abandoned structure within the town shall be deemed in violation when the structure constitutes a hazard to health, safety or welfare due to insects or rodents; fire hazards; dangerous conditions; and/or use by vagrants.	In Progress- BOARDED BUT STILL VACANT	
2	MINIMUM HOUSING	607 W Main St	150.63 (A) Every abandoned structure within the town shall be deemed in violation when the structure constitutes a hazard to health, safety or welfare due to insects or rodents; fire hazards; dangerous conditions; and/or use by vagrants.	In Progress- COORDINATING WITH CHURCH, FD CAN BURN FOR FREE	
3	MINIMUM HOUSING	504 W Main St	Certificate of compliance. No person shall occupy or allow another to occupy, or hold out for intended use for human habitation any building, dwelling unit or rooming unit designed or intended to be used for the purpose of human habitation which does not comply with the standards of this Code and for which a valid certificate of compliance has not been issued.	Investigated- not yet started	
4	MINIMUM HOUSING	308 dallas stanley	150.43 (F) (1) Every foundation wall, exterior wall and exterior roof shall be substantially weather-tight, water-tight and rodent-proof; Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.	Investigated- not yet started	
5	MINIMUM HOUSING	311 N COLLEGE	150.43 (F) (1) Every foundation wall, exterior wall and exterior roof shall be substantially weather-tight, water-tight and rodent-proof; Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.	150.22 (A)- Zoning permit required. No alteration, remodeling, repair, enclosure, or construction of any building or structure (including fences) shall take place until an application and plans are submitted for review and approval in the form of a zoning permit by the town's Development Services Director.	Investigated- not yet started
6	MINIMUM HOUSING	312 S Holland	150.43 (A) Certificate of compliance. No person shall occupy or allow another to occupy, or hold out for intended use for human habitation any building, dwelling unit or rooming unit designed or intended to be used for the purpose of human habitation which does not comply with the standards of this Code and for which a valid certificate of compliance has not been issued.	Investigated- not yet started	
7	MINIMUM HOUSING	511 E PEACHTREE	ABANDONED STRUCTURE- BOARDED	Investigated- not yet started	
8	MINIMUM HOUSING	517 E PEACHTREE	ABANDONED STRUCTURE- BOARDED	Investigated- not yet started	
9	MINIMUM HOUSING	427 S College St	150.43 (C) (3) All fixtures, receptacles, equipment and wiring should be maintained in a state of good repair, safe, capable of being used and installed in accordance with the electric code adopted by the town.	150.43 (D) Minimum standards for heating. Every building, dwelling unit and rooming unit shall have facilities for providing heat so as to heat each dwelling unit with minimum temperature of 70°F measured at a point three feet above the floor during ordinary minimum winter conditions, and shall be installed in accordance with the Building Code adopted by the town and shall be maintained in a safe and good working condition.	Investigated- not yet started
10	NUISANCE- HEALTH MINIMUM HOUSING	308 S HOLLAND ST	150.43 (A) Certificate of compliance. No person shall occupy or allow another to occupy, or hold out for intended use for human habitation any building, dwelling unit or rooming unit designed or intended to be used for the purpose of human habitation which does not comply with the standards of this Code and for which a valid certificate of compliance has not been issued.	Noxious weeds and other rank vegetation; any growth of weeds or grass or other vegetation to a height greater than 12 inches; or any accumulation of dead weeds, grass or brush	Investigated- not yet started
11	NUISANCE- CARS	302 Ingle	93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.		In Progress- Violation sent
12	NUISANCE- CARS	100 Guernsey Ct	93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section. One junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering.	Unpermitted Use- Possible Automotive Repair business	Investigated- not yet started. Staff spoke with property owner and documented to track vehicles on premises.

EXHIBIT C

13	NUISANCE- CARS	2009 Red Leaf Ct	<p>93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.</p> <p>One junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering.</p>		Investigated- not yet started
14	NUISANCE- CARS	308 W Main St	<p>93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.</p>		Investigated- not yet started
15	NUISANCE- CARS	311 S HOLLAND ST	<p>93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.</p> <p>One junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering.</p>		Investigated- not yet started
16	NUISANCE- CARS	502 N HILL ST	<p>93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.</p> <p>One junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering.</p>		Investigated- not yet started
17	NUISANCE- CARS	608 NORTH ST	<p>93.06 (B) It shall be unlawful to have more than one junked motor vehicle, as defined herein, on the premises of public or private property. Single, permitted junked motor vehicle must strictly comply with the location and concealment requirements by this section.</p> <p>One junked motor vehicle, in its entirety, can be located in the rear yard if the junked motor vehicle is entirely concealed from public view from a public street and from abutting premises by an acceptable covering.</p>		Investigated- not yet started
18	NUISANCE- GENERAL	502 N Poplar	<p>Accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause accumulation of stagnant water or the inhabitation thereof by rats, mice, snakes or noxious insects.</p>		Investigated- not yet started
19	NUISANCE- HEALTH	414 S Maple St	<p>92.01 (A) 1- Noxious weeds and other rank vegetation; any growth of weeds or grass or other vegetation to a height greater than 12 inches; or any accumulation of dead weeds, grass or brush</p>	<p>92.01 (A) 4- Accessory building or structure that has become so dilapidated or deteriorated so as to constitute a public nuisance</p>	Investigated- not yet started
20	NUISANCE- HEALTH	510 N Poplar	<p>92.01 (A) 4- Accessory building or structure that has become so dilapidated or deteriorated so as to constitute a public nuisance</p>		Investigated- not yet started

21	NUISANCE- HEALTH ZONING	202 W GIBBS ST	153.016 (E) Maintenance required. All fences and walls shall be kept in good repair, with construction, maintenance, replacement and reconstruction occurring as needed. A fence will be considered dilapidated when, by reason of inadequate maintenance, obsolescence or abandonment, it is deteriorated or decayed, or has bent or broken supports and panels and no longer adequately serves the purpose for which it was originally intended. If vegetative screening is included with the fence/wall, vegetation and shrubs must be trimmed and maintained.	92.01 (A) 5-All fences , retaining walls or similar structures that are not firmly anchored to the ground, maintained in good structural condition and free of deterioration. Deteriorated features shall be repaired, replaced or completely removed. Grass, weeds and other vegetation around the fences shall be maintained in compliance with division (A)(1).	Investigated- not yet started
22	NUISANCE-GENERAL	305 N Davis	91.10 (A) The use of carports, open porches, decks, open garages and other outdoor areas that are visible to streets or other public areas as a storage or collection place for boxes, appliances, furniture (but not including typical outdoor or yard furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, cardboard containers, household goods or any similar condition that increases the likelihood of a fire; may conceal dangerous conditions, may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property		Investigated- not yet started
23	NUISANCE-GENERAL	506 E Poplar	91.10 (A) The use of carports, open porches, decks, open garages and other outdoor areas that are visible to streets or other public areas as a storage or collection place for boxes, appliances, furniture (but not including typical outdoor or yard furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, cardboard containers, household goods or any similar condition that increases the likelihood of a fire; may conceal dangerous conditions, may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property	92.01 (A) 3- Accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause accumulation of stagnant water or the inhabitation thereof by rats, mice, snakes or noxious insects.	Investigated- not yet started
24	NUISANCE-GENERAL NUISANCE- HEALTH	410 N COLLEGE ST	91.10 (A) The use of carports, open porches, decks, open garages and other outdoor areas that are visible to streets or other public areas as a storage or collection place for boxes, appliances, furniture (but not including typical outdoor or yard furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, cardboard containers, household goods or any similar condition that increases the likelihood of a fire; may conceal dangerous conditions, may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property	92.01 (A) 3- Accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause accumulation of stagnant water or the inhabitation thereof by rats, mice, snakes or noxious insects.	In Progress- active Notice of Violation
25	NUISANCE-GENERAL NUISANCE- HEALTH	301 Lay St	91.09 (A) The use of carports, open porches, decks, open garages and other outdoor areas that are visible to streets or other public areas as a storage or collection place for boxes, appliances, furniture (but not including typical outdoor or yard furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, cardboard containers, household goods or any similar condition that increases the likelihood of a fire; may conceal dangerous conditions, may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property	92.01 (A) 3- Accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause accumulation of stagnant water or the inhabitation thereof by rats, mice, snakes or noxious insects.	In Progress- active Notice of Violation
26	NUISANCE-GENERAL NUISANCE- HEALTH	431 S Rhyne St	Accumulation of rubbish, trash or junk causing or threatening to cause a fire hazard, or causing or threatening to cause accumulation of stagnant water or the inhabitation thereof by rats, mice, snakes or noxious insects.	noisy dogs outside	Investigated- not yet started
27	ZONING	109 E Trade St	unpermitted use- wood product manufacturing		In Progress- Business Owner pursuing text amendment
28	ZONING	507 E Poplar	Accessory building or structure that has become so dilapidated or deteriorated so as to constitute a public nuisance		Investigated- not yet started
29	PUBLIC WORKS ZONING	612 E TRADE ST	51.04 (A) Every site upon which one or more dumpsters are to be placed shall be located and constructed so as to facilitate collection and minimize any harmful effect on persons occupying the development site, neighboring properties or public rights-of-way.	51.04 (B) (1) All dumpsters shall be screened where, in the absence of screening, they would be clearly visible at dumpster level to Persons located within any dwelling unit on residential property other than that where the dumpster is located	Investigated- not yet started
30	ZONING	112 N SUMMEY ST	§ 153.003 (A) No building or land shall be used or occupied and no building or part thereof shall be erected, moved or altered except in conformity with the regulations herein for the zone in which it is located. Use: Commercial/vehicle storage lot in an R-8	§ 153.060 The outdoor storage of any motor vehicles or used appliances shall be screened from the public street and from any adjoining lots by a chain link fence at least five feet in height, and by a row of hedge or other natural planting of comparable opacity.	Investigated- not yet started

CODE ENFORCEMENT OFFICER – PART-TIME

General Statement of Duties

Performs responsible work in the enforcement of zoning and other Town ordinances.

Distinguishing Features of the Class

An employee in this class is responsible for carrying out a consistent program of enforcement of various Town codes within the Town limits, and the ETJ where appropriate. The employee responds to and investigates issues concerning zoning or public nuisance-types, as well as following up on potential problems discovered during regular patrolling of the community. Initiative and collaborative conflict resolution is required in ensuring property owners, residents, and business owners comply with regulations. Duties are performed under the supervision of the Development Services Director and are evaluated through observation, reports, and feedback from the public.

Duties and Responsibilities

Essential Duties and Tasks

Tracks and responds to complaints regarding zoning, nuisance, or minimum housing violations.

Conducts code enforcement operations within the Town to identify and address zoning, nuisance, and minimum housing code violations.

Interprets the Town's ordinances and regulations to individuals.

Conducts the necessary research into various matters and coordinates activities with other departments, as applicable.

Issues violations, notices, warnings, and citations.

Coordinates abatement actions as needed and verifies work is complete.

Creates and processes invoices and/or liens related to code enforcement activities.

Serves as a Town Representative at Town Board meetings and/or court proceedings as needed

Removes illegal signs from rights-of-way.

Works with other Town employees, including those within the Police Department and Fire Department, to further identify problem/blighted areas and affect a complete enforcement strategy.

Assists in the development of new policies, procedures, and ordinances as needed.

Additional Job Duties

Performs other duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Skills to operate equipment/software/photography devices, typically used within an enforcement environment; including Microsoft Office applications, enforcement/planning software programs, personal computers, tablets, fax machines, and phone systems.

Ability to learn and apply aspects of federal, state, and local laws, regulations, policies, procedures, and standards pertinent to assigned areas of responsibility.

Ability to interpret codes and ordinances and their application to specific situations.

Ability to develop legal citations and warnings.

Ability to prioritize, manage, and organize a variety of enforcement activities.

Ability to work collaboratively to resolve problems and to enforce regulations tactfully and firmly in a consistent manner.

Ability to express ideas effectively in oral and written forms.

Ability to conduct themselves in a professional manner, regardless of the situation.

Ability to establish and maintain effective working relationships with Town and State officials, developers, property owners and the general public.

Ability to perform varied assignments under appropriate degrees of supervision.

Physical Requirements

Must be able to physically perform the basic life operational functions of stooping, kneeling, reaching, standing, walking, climbing stairs, pulling, pushing, lifting, fingering, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

Must possess visual acuity to perform reviews, field inspections; prepare and analyze data and statistics, operate a computer and do extensive reading.

Desirable Education and Experience

Requires graduation from High School and two years of experience in inspections or enforcement; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Special Requirements

Possession of a valid North Carolina driver's license.

Code Enforcement Position Costs

Updated: 2/18/2020

Hourly Rate	\$ 20.00
Hours Per Pay Period	38.0
Pay Periods	<u>8.0</u>
Total Pay	\$ 6,080.00
FICA/Med	\$ 465.12
Computer	\$ 1,500.00
Work Station	<u>\$ 1,200.00</u>
Projected Total	\$ 9,245.12

Sheriff
Alan Cloninger
Gaston County



Main # 704-869-6800
 Fax # 704-869-6815
 P.O. Box 1578
 425 Dr. Martin Luther King
 Jr. Way
 Gastonia, NC 28053

www.gastongov.com/departments/sheriff



Thank you so much for you contribution to the tournament last year! We raised over \$12,000 and gave away over \$20,000 in money and prizes. The only way that we were able to do this is because of all of you and your generous donations.

Once again, the Gaston County Sheriff's Office has partnered with CS Motorsports to host the "3rd Annual Gaston County Sheriff's Office Foundation Bass Fishing Tournament." The tournament will be held on May 09, 2020 at South Point Boat Landing in Belmont, NC. This year and years to follow, all proceeds from the tournament will go to the Gaston County Sheriff's Office Foundation benefitting non-profit organizations within Gaston County. The foundation will distribute to organizations such as Gaston County Special Olympics, Webb Street School, The ARC, Boys and Girls Clubs, Cancer Services, etc. Even though the name of the tournament has changed, the success will only continue to grow, but only with your help and support.

We would appreciate it if you would take a moment to consider helping again this year in order to make this fundraiser an even bigger success. Any donation you or your business could make, whether monetary or in products, would be greatly appreciated. Attached are our sponsorship levels and what each level includes. If you have any further questions or would like to know what you or your business contributed in 2019 please send an email to mbecton@gcps.org or call Capt. Monica Becton at the number below.

We look forward to hearing from you!

Thank you,

Capt. Monica Becton
 Gaston Co. Sheriff's Office
 704-869-6832
mbecton@gcps.org

Capt. Robert Porter
 Gaston Co. Sheriff's Office
 704-869-6825
rporter@gcps.org

Sgt. Michael Carson
 Gaston Co. Sheriff's Office
 704-869-6810
mcarson@gcps.org

*Sheriff
Alan Cloninger
Gaston County*



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3rd Annual GCSO Foundation Bass Fishing Tournament

Sponsorship Levels for the May 09, 2020 Tournament are as follows:

Package #1 \$50-\$99- Thank you letter from the Gaston County Sheriff's Office Foundation.

Package #2 \$100-\$499- Certificate and thank you letter from the Gaston County Sheriff's Office Foundation & a 6 inch Logo on the Sponsorship Banner advertising your business.

Package #3 \$500-\$999- Framed Certificate and thank you letter from the Gaston County Sheriff's Office Foundation & 8 inch Logo on the Sponsorship Banner advertising your business.

Package #4 \$1000-\$2499- Sponsorship plaque a thank you letter from the Gaston Co. Sheriff's Office Foundation & 12 inch Logo on the Sponsorship Banner advertising your business.

Package #5 \$2500-\$6999- Sponsorship plaque a thank you letter from the Gaston Co. Sheriff's Office Foundation & 16 inch Logo on the Sponsorship Banner advertising your business.

Package #6 \$7000+ Sponsorship Plaque a thank you letter from the Gaston Co. Sheriff's Office Foundation & Your Own Personal Sponsorship Banner advertising your business.

Name: _____
Address: _____
Phone Number: _____
Package# _____

Please make checks payable to:
The Gaston Co Sheriff's Office Foundation

Please Send Checks/Products To:
425 Dr. Martin Luther King Jr. Way
Gastonia, NC 28052
Attn: Capt. Monica Becton

If you would like to donate product or a service please list the product/service and cost in the Package #.



Present the 3rd Annual:



Casting for a Cause

BASS FISHING TOURNAMENT

MAY 9, 2020

In case of cancellation, alternate date will be set.

South Point Boat Landing

Lake Wylie

Blast-Off at Safe-light, Weigh-In at 3pm

Pre-Registration Entry Fee: **\$140.00 PER BOAT**

PRE-REGISTRATION: March 1st to May 8th

Registration on day of the event: **\$160.00 PER BOAT**

All payment must be in the form of cash or card. **NO REFUNDS.**

Blast off order determined by order of registration.

1st Place Guaranteed
\$5,000.00 &
Championship Title Belts

ADDITIONAL AWARDS TO BE GIVEN:

Biggest Fish

Top Adult/Child (15 & under) Team

Top Husband/Wife Team

Top Senior/Senior (65 & over) Team

Smallest Legal Limit



**** ANY MONEY WINNERS MAY
 BE SUBJECT TO POLYGRAPH AT
 THE RAMP ****

FOR PRE-REGISTRATION, CALL OR VISIT CS MOTOR SPORTS

(704) 853-1990

3214 South New Hope Rd, Gastonia, NC 28056

Mon-Fri, 9am-6pm; Sat, 9am-3pm

Raffles and Giveaways to be held. Must be present to win.

**Tournament updates will be posted on the
 Gaston County Sheriff's Office and CS Motor Sports websites and social
 media pages.**

FOR FURTHER INFORMATION OR TO BECOME A SPONSOR, PLEASE CALL (704) 869-6832.