

**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
AUGUST 13, 2018
6:00 PM**

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

The following staff members were present: Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Allen Scott, Police Chief; Tiffany Faro, Development Services Director; Bill Trudnak, Public Works Director; Jonathan Newton, Finance Director; Robbie Walls, Police Captain; Steve Lambert, Fire Chief; Doug Huffman, Electric Director and Steven Aloisa, Recreation Director. Maria Stroupe, Town Manager was absent.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. He welcomed everyone to the meeting.

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda as presented, seconded by Alderman Withers, and carried unanimously.

Alderman Cearley made a motion to approve the minutes from July 9th Regular Meeting as presented, seconded by Alderwoman Morrow, and carried unanimously.

Consent Agenda: NONE

Recognition of Citizens:

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the leaders, community and quality of life.

Special Events & Requests for In-Kind Services:

Item 7A was a Special Events & Request for In-Kind Services for a Blood Drive in Dallas. This is the second blood drive held in the Dallas community. The Community Blood Center will have a blood mobile unit available for people to donate blood. The Civic Center is requested for a holding area until donors can enter the bus to donate. This event will be held on August 22, 2018 from 3pm-6pm. (Exhibit A)

Public Hearings:

Item 8A was a Public Hearing for the Voluntary Satellite Annexation of 1111 Old Dallas Hwy. Alderman Withers made a motion to enter the public hearing, seconded by Alderwoman Morrow, and carried unanimously. All advertising for this public hearing was completed by statue requirement. At the May 14, 2018 meeting of the Board of Aldermen, a petition for non-contiguous annexation for the parcel at 1111 Old Dallas Highway (ID #172356) was initially presented. This petition was filed by Daniel Brown, the owner of the property at that time, stating that the purpose was to be served by the Town's sewer and trash services. The Board voted to accept the petition and direct the Town Clerk to investigate its sufficiency. (Following this initial action, the property was sold to Daniel J. Thomas and Stacey M. Thomas, and their signatures were added to the annexation petition.) The Certificate of Sufficiency was presented at the July 9, 2018 meeting of the Board, noting that the petition was deemed sufficient pending further investigation of feasibility to provide "the same services within the proposed satellite corporate limits that it provides within its primary corporate limits" as stipulated G.S. 160A-58.1. (A preliminary estimate from Public Works for providing sewer services to this property put that cost at approximately \$198,000). With voluntary annexation, the Town could have some liabilities regarding services if approved. Town Attorney Mr. Hunn asked

Ms. Stacey Thomas (Alderwoman) as the property owner if they would be willing to sign a waiver to release the Town of Dallas from the liability of \$198,000 to connect the property to the Town's sewer service. Ms. Thomas (Alderwoman) stated they would sign the waiver. Mayor Coleman asked the audience if there were any questions, concerns, and/or comments. Audience member Ms. Grant was in favor of the Board voting to approve the annexation, siting more value, and proximity. Audience member Ms. Hairston stated concerns regarding a potential new policy and expressed to the Board to make sure the Town isn't liable for the \$198,000. Audience member Mr. O'Daly expressed his concerns on the clarity of the annexation and the processing. Board members asked about surrounding properties. Development Services Director Ms. Faro addressed this by explaining the process for annexation. At a previous meeting, the Board voted to move forward with this public hearing for Non-Contiguous Annexation and adding surrounding property owners would change the petition to a Contiguous Annexation, and this is a different qualifying process. Alderman Withers made a motion to exit the public hearing, seconded by Alderwoman Morrow, and carried unanimously. Mayor Coleman called for a motion to accept the annexation petition. There was not a motion made by any of the Aldermen, the item died for a lack of motion. (Exhibit B)

Item 8B was a Public Hearing for the Re-zoning to amend Dallas Zoning Map from R-12 & OI-1 to B-3P. Alderman Cearley made a motion to enter the public hearing, seconded by Alderman Withers, and carried unanimously. Development Services Director Ms. Faro presented this hearing to the Board and audience. Mr. Joseph Person, on behalf of property owners Tara Patton Gilmore, Patricia Patton Empson, Frank Matthew Hough II, and Marilyn Hough Brooks, has submitted a rezoning application request for parcels 123234, 132233, 132232, 132231, and 132246. These properties are currently zoned R-12 and O-I1. Mr. Pearson intends to purchase the properties pending re-zoning approval. He requested to re-zone to B3-P to allow for maximum marketability for development. He did not give a specific use at the time but looking to have a business within the requested proposed zone. The proposed zone of B3-P is in alignment with the Town's Future Land Use Plan for neighborhood and community business at this location. The Planning Board recommended approval of this re-zoning request as submitted at the meeting held on July 19, 2018, along with a statement of consistency that the requested rezoning (Case #ZO-18-01) is consistent with the Town's Future Land Use Plan for "Neighborhood and Community Business" at this location along West Trade Street; is reasonable, and in public interest. Public water and sewer services are available at the location. Mr. Pearson was present and gave a description of previous projects completed in Dallas like Ingles and the Caromont facility. He has complete projects in Gastonia like the Ruby Tuesday, etc. He expressed that he wants to bring business to Dallas that would be great for Dallas. Mayor Coleman asked the audience if there were any questions, concerns, and/or comments. Audience member Ms. Starletta Hairston of 407 W. Main Street thanked Mr. Pearson for bringing development to Dallas. Mr. John Finger of 207 N. Walnut, the property adjacent to the parcels needing the re-zoning and he had concerns regarding the restrictions, and water runoff. The Development Services Director addressed the restrictions including setbacks, the zoning, and buffering required. The Town Engineer Mr. Johnny Denton of Diamond Engineering addressed the required setbacks and the unfitting to handle up to a 10 year storm water event with a required catch basin for commercial grade developments. Alderman Cearley made a motion to exit the public hearing, seconded by Alderman Withers, and carried unanimously. Mayor Coleman called for a motion. Alderman Cearley made a motion to approve as presented, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit C)

Old Business:

Item 9A was a discussion on the Volunteer Screening Policy. The volunteer screening policy is a proposed policy developed to guide guidance on clearing the volunteers as their required background check comes in. This policy was originally brought to the Board at the April 23rd, 2018 Work Session. The Policy was revised with council from the Town Attorney and Board direction. The Recreation Director read a review of the policy submitted in the agenda to the Board and answered their questions. The Town Attorney and the Board discussed whether the pending charges should be included or excluded. With many challenges regarding the pending charges, the Board decided to bring this item back in the next regular meeting. Alderman Withers made a motion to table this item until September 10th meeting and the Recreation Committee need to meet about the policy, seconded by Alderwoman Morrow, and carried unanimously. Alderman Withers requested that a report should be presented at the Work Session scheduled for August 27th, 2018. (Exhibit D)

Item 9B was a discussion on Economic Development of 130 W. Trade St. On July 9, 2018, Whiskey Mill Bar & Grill withdraw its proposal to enter into a Downtown Development Project Agreement with the Town of Dallas regarding 130 W. Trade Street. There was another restaurateur interested in establishing his business in Dallas. Mr. Jim Bailey stated his interest in pursuing an agreement to purchase the property and place a Sammy's Restaurant there. At the Board's direction, a copy of the agreement was sent to Mr. Bailey and his attorney with the intention to create an acceptable agreement. There was discussion regarding the size of the building, encroachments, and the lot size. It was determined that 5000 square feet could be utilized on the ground floor and up to the 5000 square feet on the second level. The Town Engineer Johnny Denton of Diamond Engineering stated the building could be restored but it will cost an inefficient amount to restore. There is existing damage that will need to be addressed and the structure would need additional support, decreasing the ability to have 5000 square feet on the bottom level. A new building would be less expensive per Mr. Denton. The Development Services Director Tiffany Faro addressed the possibility to preserve the building for Historic Preservation. The building is eligible for a tax credit up to 40% in an effort to save the structure. The building was built in 1870 and there is currently no requirement to save the structure. Town Attorney Mr. Hunn discussed the items below to get Board direction of agreeableness for the agreement that will be established with Mr. Bailey:

1. The restaurateur can restore or demolish and build a new building.
2. Variance- Obtain variance at the Town's cost to be sure the new building has the same street frontage.
3. Square Feet of 7500 minimum to build, 5000 on the bottom level.
4. Additional 10 Square Feet behind building requested to accommodate more. Mr. Bailey agreed to be responsible to restore this area if a repair is needed for Town lines underneath this area.
5. \$750,000 minimum investment.
6. Selling price of \$22,000.
7. Term of 5 years to operate fully as a restaurant.
8. 20 Minimum employees at \$8.00 per hour.
9. Design site for dumpster with a container for a grease pit.
10. Public Facilities completion within 6 months after restaurant completion: Picnic shelter, corn hole, etc. Parking lot, and walkway is accessible for usage.
11. Deed corrections for easements, 10 ft added, dumpster area.
12. Construction should be 700 days to close, demolish, and build.
13. The Town Engineer will be substituted for the Construction Manager.
14. Clawback, Condition, and Right of Re-entry to be removed. Purchaser's attorney expressed challenges with lending with this contract stipulation.

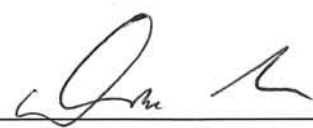
The Board consensus on all items were agreeable except number 6, the selling price. Alderman Huggins wanted the selling price to be \$24,000 since this was the original offer amount from Mr. Bailey while the other Board Members (Withers, Cearley, Thomas, & Morrow) were agreeable to the \$22,000 selling price since it was offered to the previous restaurateur. Mr. Hunn will prepare the contract and plans to have it ready in September. This will be a public hearing once all the components of the agreement are complete. (Exhibit E)

New Business: NONE

Manager's Report and General Notices:

Alderwoman Thomas made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. (8:08)


Rick Coleman, Mayor


Da'Sha Leach, Town Clerk





Town of Dallas

Special Events/ Activities Application

Town of Dallas
210 North Holland Street
Dallas, NC 28034-1625
(704) 922-3176
Fax: (704) 922-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Depending on the specific event, a permit application and/or fee(s) from other departments may be required.

The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan when applicable. The applicant is responsible for notifying the Town of Dallas of any changes after submittal of the application. Incomplete applications will not be accepted. A complete application must be submitted at least 30 days prior to the event.

APPLICATION INFORMATION

Name of Event:	COMMUNITY BLOOD DRIVE		
Facility Requested:	CIVIC CENTER		
Applicant Name:	DA'SHA LEACH		
Organization:	TOWN OF DALLAS		
Mailing Address:	210 N. HOLLAND ST.		
City / State / Zip:	DALLAS, NC 28034		
Daytime Phone:	704-922-3176	Cell:	
E-Mail:	dleach@dallasnc.net		
Description of the Event:	THIS COMMUNITY BLOOD DRIVE IS AN EFFORT TO ALLOW CITIZENS AND STAFF A PLACE TO GIVE BLOOD IN THE EFFORT TO FULFILL THE SHORTAGE OF BLOOD SUPPLY DURING THE SUMMER MONTHS. BUILDING USED ONLY TO SEAT PEOPLE WAITING TO GIVE INSIDE THE BLOOD MOBILE UNIT.		
Does the event have a Facebook, Twitter, or other social networking page:			
If yes, please list URL(s):			
Date (s) Requested for Event:	8-22-2018		
Event Start Time:	3:00	Event End Time:	6:00
Road Closure Time Begins (if applicable):	N/A	Road Closure Time Ends:	N/A
Set Up Begins:	2:30	Set Up Ends:	6:30
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	UP TO 40 PEOPLE		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			
N/A			

Applicant's Signature:  Date: 8/1/2018

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.

DONATE BLOOD!

YOU MUST PRESENT A CURRENT, OFFICIALLY ISSUED PHOTO ID TO DONATE

Town of Dallas Blood Drive

Date: Wednesday, August 22, 2018

Time: 3:00pm - 6:00pm

Location: Community Bloodmobile

Appointments: Contact Da'Sha Leach at 704-922-3176
or visit www.ncdonor.com and enter sponsor code: Dallas



DONATE BLOOD WITH CBCC AND
YOU CAN RECEIVE ONE OF OUR
SIMPLY SAVING SUMMER ITEMS!*

*SHIRTS AVAILABLE WHILE SUPPLIES LAST.
ACTUAL DESIGNS AND COLORS MAY VARY.
DONORS AT MOVIE THEATER DRIVES
WILL RECEIVE A MOVIE TICKET VOUCHER INSTEAD.



**NOTICE OF PUBLIC HEARING ON REQUEST FOR NON-CONTIGUOUS
ANNEXATION**

A public hearing will be held before the Board of Aldermen of the Town of Dallas on **Monday, August 13, 2018 at 6:00 p.m.** in the Community Room of the Dallas Fire Department, 209 West Main Street, Dallas, North Carolina on the question of annexing the following described non-contiguous property, as requested by petition led by Daniel Brown, Daniel Thomas, and Stacey Thomas pursuant to NC General Statute 160A-58.1: one parcel of and totaling approximately .49 acres, located at 1111 Old Dallas Hwy, Dallas, NC and further identified as Gaston County Tax Parcel 172356. All interested persons are invited to attend and participate in this hearing. For those persons requiring special assistance, please contact Town Hall at 704-922-3176 at least 48 hours in advance.

This was advertised 7/29/2018.

CERTIFICATE OF SUFFICIENCY

For satellite annexation, 1111 Old Dallas Highway, Dallas, NC

Pursuant to the motion passed by the Board of Aldermen on May 14, 2018, and GS 160A-58.2, I have investigated the petition for noncontiguous ("satellite") annexation submitted by Daniel Lee Brown, and updated by current owners Stacey Malker Thomas and Daniel James Thomas,

I have determined that the petition is sufficient and technically meets the requirements of GS 160A-58.1 pending further investigation on the feasibility to provide the same services within the proposed satellite corporate limits that the Town provides within its primary corporate limits.

In accordance GS160A-58.2, upon my certification, the Board of Aldermen shall fix a date for public on the question of the requested annexation.



Da'Sha Leach, Town Clerk

7/6/2018

Date

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: PA2018-01 Contiguous Non-Contiguous

DATE: 4/17/18 FEE: \$100.00 *

* Petitioner understands there will be additional costs associated with this petition such as advertising, postage, etc. and agrees to pay these fees upon receipt of invoice(s).

Current Property Use: Residential Planned Property Use: Residential
Requested Zoning: Residential Non Conforming

To the Board of Aldermen of the Town of Dallas:

We, the undersigned owners of real property, respectfully request that the area described as 1111 Old Dallas Highway, DALLAS, NC 28034, further identified as parcel ID # 172356, be annexed to the Town of Dallas.

Name of petitioner/property owner: Daniel Lee Brown Jr
Mailing Address of property owner: 1111 Old Dallas Highway Dallas, NC, 28034
Email Address: db82773@gmail.com Phone Number: 978-835-2724

Attachments included with Petition:

- 1. Legal description (as noted in property deed)
- 2. Letter outlining reasons for annexation request
- 3. \$100 Fee

ADDITIONAL SIGNATURES:

Stacy M. Thomas

Owner(s) Names: Daniel J. Thomas

Owner(s) Signatures: Stacy M. Thomas

Dallas NC
Dallas NC

Mailing Address of Owner: 1111 Old Dallas Highway
Email: staceythomas349@gmail.com Phone: (704) 675-3684

Applicant Signature: Daniel Lee Brown Jr Date: 4/17/2018

Received By: [Signature] Date: 4/17/2018

Parcel located in current ETJ

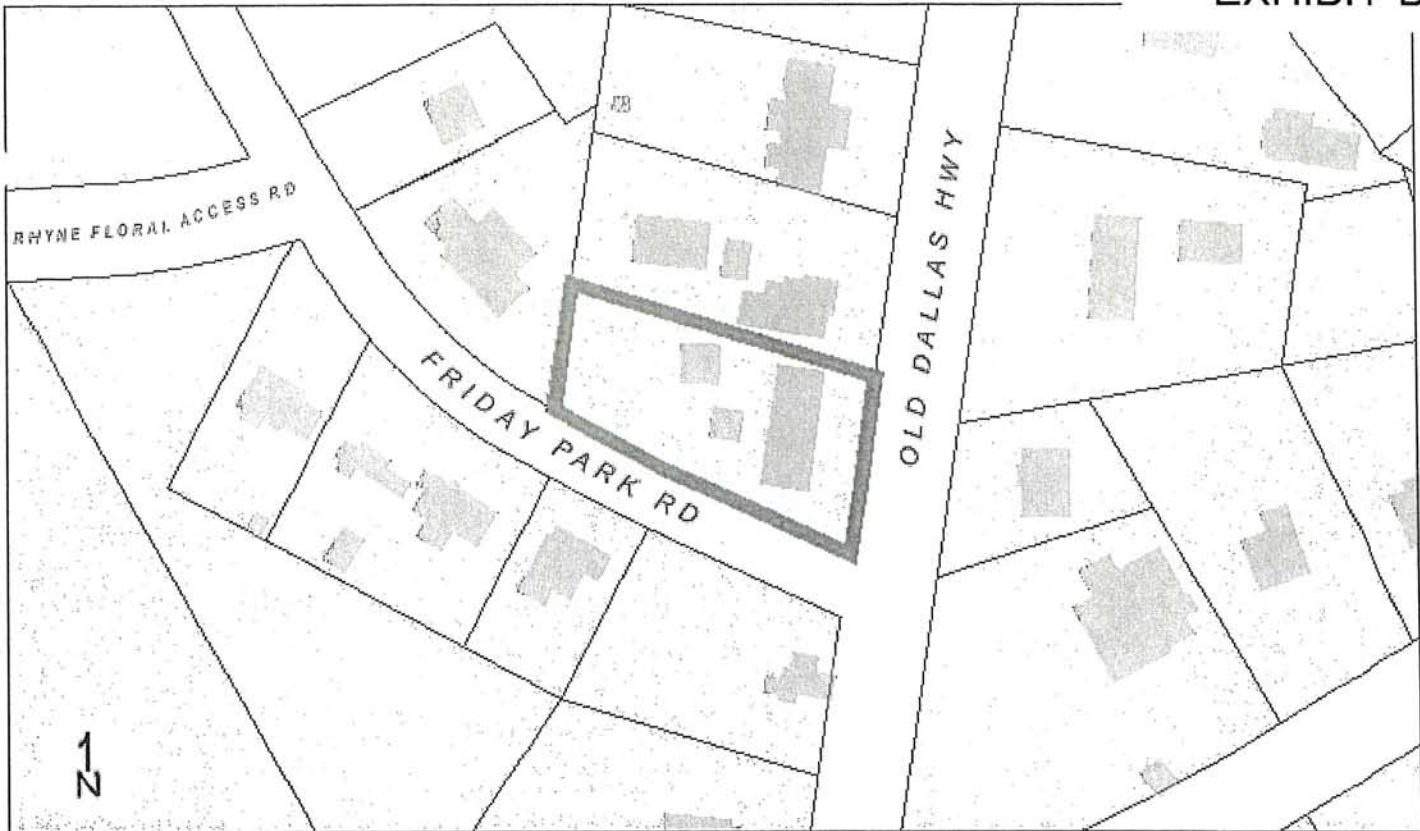
Exhibit A

BEGINNING at a stake on the West side of the Gastonia-Dallas Road, 25 feet from the center of said road and in the ditch on the North side of an intersecting road North of the present filling station (now owned by grantors) and runs with the West side of said Gastonia-Dallas Road and 25 feet from the center thereof, North 9 degrees 30 minutes East 419 1/2 feet to a stake; thence North 81 degrees 30 minutes West 216 feet to a stake; thence South 9 degrees 30 minutes West 358 feet to a stake in the ditch on the North side of a country road; thence with the North side of said road, South 65 degrees 30 minutes East 227 1/2 feet to the beginning corner, containing 1.92 acres, bounded on the East by said Gastonia-Dallas Road; on the North and West by lands of the grantors and on the South by said country road.

BEING the identical property conveyed to Providence Management & Investments, LLC by Deed dated September 28, 2015, and recorded in Book 4808, Page 1714, Gaston County Public Registry.

Property Address: 1111 Old Dallas Hwy., Dallas, NC 28034

PID: 172356



172356 12/28/2015

Tax Information

LOCATION: 1111 OLD DALLAS HWY
PID #: 172356
PIN #: 3547-91-7907
NBHD #: 2C020
NBHD NAME: CENTRAL DALLAS C
TOWNSHIP : DALLAS TOWNSHIP

OWNER ID : 1691313
CURRENT OWNERS : THOMAS DANIEL
 JAMES THOMAS STACEY MALKER
MAILING ADDRESS : 1111 OLD DALLAS HWY
 , DALLAS , NC 28034-9350
JANUARY 1st OWNERS: BROWN DANIEL
 LEE JR BROWN TARA POARCH

Tax Information
DEED TYPE: WD DEED BOOK: 4984 / PAGE: 0436 DEED RECORDING DATE: 06/21/2018 SALES AMOUNT: \$158,500
PLAT BOOK: / PAGE: LEGAL DESC. 1: . LEGAL DESC. 2: STRUCTURE TYPE: RANCH YEAR BUILT: 1961 SQUARE FOOTAGE: 2016 BASEMENT: NO BEDROOMS: 3 / BATHS: 2 MULTI-STRUCTURES: NO ACREAGE: 0.49 DISTRICT CODE: 270 TAX DISTRICT: AG. CENTER FD VOLUNTARY AG DISTRICT: NO
MARKET LAND VALUE: \$12,348 MARKET IMPV. VALUE: \$90,286 MARKET VALUE: \$102,634 FARM DISCOUNT: NO TAXABLE VALUE: \$102,634

Election Information
PRECINCT NAME: DALLAS I POLLING PLACE: TOWN OF DALLAS FIRE DEPARTMENT POLLING ADDRESS: 209 W. MAIN STREET WARD #: CONGRESS REPRESENTATIVE: MEMBER PATRICK MCHENRY CONGRESSIONAL DISTRICT: 10 HOUSE REPRESENTATIVE: REPRESENTATIVE KELLY E. HASTINGS (REP) HOUSE DISTRICT: 110 SENATOR: SENATOR KATHY HARRINGTON (REP) SENATE DISTRICT: 43
Parcel Information
POLICE DISTRICT: GASTON COUNTY FIRE DISTRICT: AG CENTER EMS RESCUE: STATION #: GEMS STATION 1 FLOOD: CENSUS TRACT: 309.01

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, 2015. - Document created for printing on 7/6/2018



Gaston County GIS

DISCLAIMER : This is a product of the Gaston County GIS. The data depicted here has been developed with extensive cooperation from other county departments, as well as other federal, state and local governments' agencies. Gaston County expressly disclaims responsibility for damages or liability that may arise from the use of this data.

* QUALIFY CODE: The codes shown are only used for internal Tax Office analysis and for providing information to the NC Dept. of Revenue. Users should use all sources of information, including a review of the deed document to determine the suitability of the information for their specific purpose.

** INDICATED SALES AMOUNT: This is a calculation of the indicated sales consideration as reflected by the excise stamps affixed to the deed document. The excise tax is imposed by State law. Users should review the deed document to determine the sales amount.

Qualify Code Descriptions (https://gis.gastongov.com/GastonGIS/DEED_EDIT_SHEET.pdf)

Deed History For Parcel : 172356

Parcel Number	Date Sold	Deed Name	Deed Book	Deed Page	Qualify Code	Instrument Type	Indicated Sales Amount
172356	06/21/2018	THOMAS DANIEL JAMES & SPOUSE THOMAS STACEY MALKER	4984	0436		WD	\$158,500
172356	04/27/2016	BROWN DANIEL LEE JR & WIFE TARA POARCH	4840	1043		WD	\$126,000
172356	10/05/2015	PROVIDENCE MANAGEMENT & INVESTMENTS LLC	4808	1714	8	WD	\$38,000
172356	05/17/1949	CLONINGER LOUISE G	0544	0184	D	WD	\$0
172356	01/01/1899	CLONINGER RALPH JR LOUISE G	0544	0184	C		\$0
172356	12/30/2014	CLONINGER JERRY RALPH	015E	0233	3	WB	\$0

Notice of Public Hearing
Town of Dallas

The public will take notice that the Board of Aldermen for the Town of Dallas will hold a public hearing on **Monday, August 13th at 6 pm** in the Fire Hall Community Room, 209 West Main Street, Dallas NC 28034. This hearing will be for a rezoning request, filed by Frank Matthew Hough III & Marilyn Hough Brooks and Tara Patton Gilmore & Others, as case # ZO-18-01. The 5 parcels are located at 706, 708, and 710 West Trade Street, as well as 206 North Street, further described as PID# 132234, 132233, 132232, 132231, & 132246. The rezoning request is to amend the Dallas Zoning Map from R-12 & OI-1 to B-3P. All interested persons are invited and encouraged to attend. For those persons requiring special assistance or for more information, please contact Town Hall at 704-922-3176, at least 48 hours in advance.

This was advertised 7/29/2018 and 8/5/2018.

**PLANNING BOARD REPORT
(CASE # ZO-18-01)
Planning Board Meeting
July 19, 2018**

APPLICANT(S): Joseph Pearson

OWNER(S): Tara Patton Gilmore, Patricia Patton Empson, Frank Matthew Hough III, and Marilyn Hough Brooks

PROPOSED ZONING ACTION: Rezone five (5) parcels from R-12 and O-I1 to B3-P

STREET ADDRESS(ES): 706, 708, and 710 West Trade Street, as well as 206 North Street

TAX PARCEL #: 123234,132233, 132232,132231, and 132246

PRESENT ZONING DISTRICT: R-12 and O-I1 PROPOSED ZONING DISTRICT: B3-P

TRACT SIZE (TOTAL): 2 ACRES

STAFF EVALUATION:

Site Description and Background:

The 5 parcels are adjacent to one another on West Trade Street on the same block between US-321 and Walnut St. Four of the existing parcels currently contain single family residential dwellings, and one lot has not been developed. The parcels behind these parcels to the rear are zoned R-12. The parcel across Walnut is currently zoned B3, Central Business. The parcels across W Trade St are zoned B-2 Highway Business, B-1 Neighborhood Business, and BC-1 Shopping Center.

Adjoining Properties and Land Use Trends:

There has been considerable rezoning of parcels along this section of West Trade Street to the Highway 321 interchange in recent years and recent commercial development i.e. the CaroMont Medical Center at 600 West Trade, and the Ingles Supermarket directly across from the affected parcels.

The Town's 2003 Future Land Use Plan shows these parcels along W Trade as "Neighborhood and Community Business", which is in line with the request for B3-P "Central Business Perimeter".

With the improvements to the interchange at I-85 and US-321, and continued growth along the corridor, traffic volumes along US-321 are anticipated to increase.

The trend to commercial development in this area will continue and there is much current interest in parcels along this portion of West Trade Street for commercial development.

Available Public Facilities:

Public water, sewer and electrical services are available thru the Town along West Trade Street.

West Trade Street is a NCDOT maintained street and has sidewalks.

CONCLUSION AND RECOMMENDATION:

Rezoning the five parcels to B-3P is recommended to meet the Town's Future Land Use Plan along West Trade Street. The B-3P district is the "Central Business Perimeter" under the Town's Zoning Ordinance.

The Planning Board has recommended the rezoning request as submitted on July 19, 2018; and issued a statement of consistency that the requested rezoning (Case # ZO-18-01) is consistent with the Town's Future Land Use Plan for "Neighborhood and Community Business" District zoning along West Trade Street; is reasonable; and in the public interest.

Notice of the Public Hearing regarding rezoning was included in the Gaston Gazette on July 29 and August 5, 2018, and a rezoning sign was also placed at the location. In addition, letters to adjacent property owners were mailed on July 27, 2018.

TOWN OF DALLAS
REZONING APPLICATION

Location of Property: Walnut and ^W Trade St

Lot Size: 2 acres Current Zone/ Use: R-12/O-I1 Parcel ID# 132234, 132233, 132232, 132231, 132246

Name of Owner: <u>see attached</u>	
Address of Owner: <u>↓</u>	
Owner Phone #: <u>↓</u>	Email: _____

The undersigned hereby respectfully requests that the Dallas Planning Board, pursuant to the provisions of the Dallas Zoning Code, Article VII, and in compliance with NCGS 160A-387, recommend to the Dallas Board of Aldermen, a Zoning Classification change from

R-12 & O-I1 to B-3P On the following described property:

5 parcels: 710 W Trade, 708 W Trade, 206 North St, 706 W Trade, & W Trade, FURTHER IDENTIFIED AS PARCEL ID # 132234, 132233, 132232, 132231, 132246

I certify that all the information provided in this application is accurate to the best of my knowledge, information and belief.

[Signature]
Signature of applicant

7-9-18
Date

[Signature]
Development Services Director

7/9/18
Date

Rezoning Application Fee is \$500 (includes advertising costs).
Checks to be made payable to the Town of Dallas.

Owner of Property Gilmore, Tara Patton, Patricia Patton Emery
 Owner's Address 10804 Partridge Cross Lane, Charlotte, NC 28214
 Street Address of Property Trade Street Area Size of Property .34 and .19 acres
132232/132233
 Tax Map Number _____ in Town in ETJ
 Current Zoning Designation R-12 Current Use of Property Single Family Residential
 Requested Change in Zoning Designation B-3P
 Site served by Municipal Water Yes No _____
 Site served by Municipal Sewer Yes No _____

Petitioner must attached (on a separate sheet) the names of the owners, current mailing addresses, and tax parcel numbers of ALL adjoining properties including properties across any streets/roads.

We/I certify that all information provided in this application is accurate to the best of our/my knowledge, information, and belief. Furthermore, by signing this request, we/I agree to pay for advertising costs associated with this petition. We/I understand that this petition must be completed in full and the required fee paid for acceptance.

Joseph Pearson
 Signature of Applicant

July 9, 2018
 Date

Fee: \$ 500.00 plus advertising costs.

Tara Patton Gilmore / Patricia Patton Emery
Gilmore Tara Patton / Patricia Patton Emery

OFFICE USE ONLY	
Accepted as complete: _____	Date _____
Action:	
On _____ the Planning Board recommended that this petition be:	Approved <input type="checkbox"/>
	Denied <input type="checkbox"/>
On _____ the Board of Aldermen held a Public Hearing concerning this request. By vote of the Board they:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>

pearson @ pearsonproperties.net

Owner of Property Frank Matthew Hough III and Marilyn Hough Brooks

Owner's Address 208 North Lane Road, Mount. Holly, NC 28120
706 and 710 W. Trade Street and 206 North Street

Street Address of Property 132246/132231/132234 Area Size of Property .68/.53/.27 acres

Tax Map Number 132246-0/I-1 in Town in ETJ

Current Zoning Designation Others-B-12 Current Use of Property Single Family Residential

Requested Change in Zoning Designation B-3P

Site served by Municipal Water Yes No
Site served by Municipal Sewer Yes No

Petitioner must attached (on a separate sheet) the names of the owners, current mailing addresses, and tax parcel numbers of ALL adjoining properties including properties across any streets/roads.

We/I certify that all information provided in this application is accurate to the best of our/my knowledge, information, and belief. Furthermore, by signing this request, we/I agree to pay for advertising costs associated with this petition. We/I understand that this petition must be completed in full and the required fee paid for acceptance.

Joseph D. Purvis
Signature of Applicant

July 9, 2018
Date

Frank M. Hough III
Frank M. Hough III

Marilyn H. Brooks
Marilyn H. Brooks

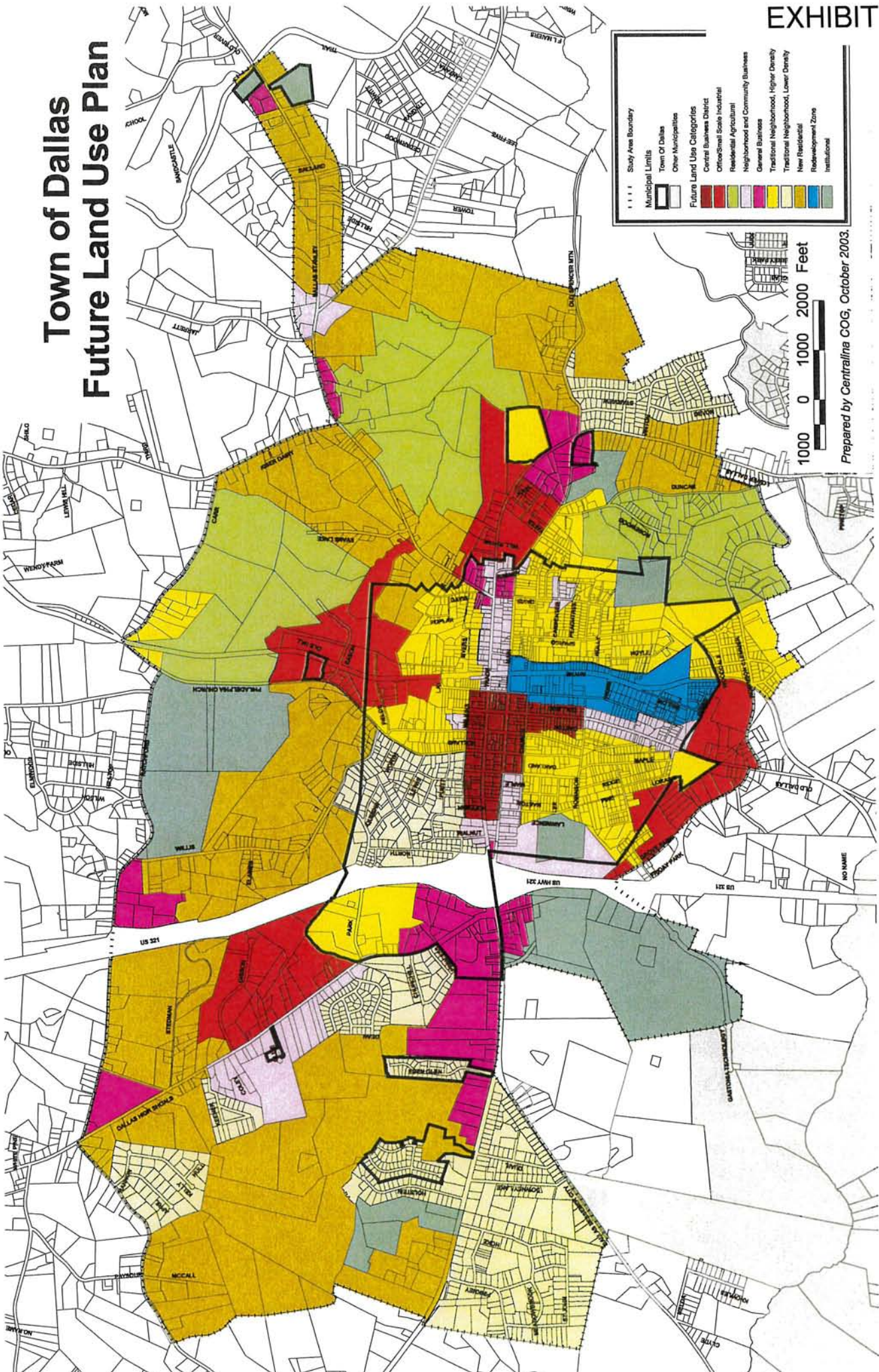
Fee: \$ 500.⁰⁰ plus advertising costs.

OFFICE USE ONLY	
Accepted as complete: _____	Date _____
Action:	
On _____ the Planning Board recommended that this petition be:	Approved <input type="checkbox"/>
	Denied <input type="checkbox"/>
On _____ the Board of Aldermen held a Public Hearing concerning this request. By vote of the Board they:	
	Approved <input type="checkbox"/> Denied <input type="checkbox"/>





Town of Dallas Future Land Use Plan



Prepared by Centralina COG, October 2003.

153.035 B-3P ZONE: CENTRAL BUSINESS DISTRICT PERIMETER

Within the B-3P zones as shown on the zoning map of the town, incorporated by reference in § 153.021, the following regulations shall apply.

(A) *Permitted uses.*

(1) **Allowable uses in B-3 zone**

a. **Allowable uses in B-1 zone:**

➤ **Any use permitted in the O and I-1 zones.**

▪ **Any use permitted in residential zones.**

- ◆ Single-family dwellings.
- ◆ Churches and other places of worship.
- ◆ Schools and colleges kindergartens and day nurseries.
- ◆ Public libraries, public museums and art galleries.
- ◆ Philanthropic and eleemosynary institutions.
- ◆ Public or private golf courses, non-commercial swimming or tennis clubs, and country clubs subject to the following requirements: buildings, tennis courts and swimming pools shall be located at least 20 feet from any exterior lot line, on a site containing three acres or more.
- ◆ Municipal, county, state and federal uses not involving the outdoor storage of equipment or materials.
- ◆ Public or private utilities buildings and appurtenances, not to include the outdoor storage of equipment or materials.
- ◆ Reserved.
- ◆ Farming, truck-gardening and nurseries.
- ◆ Customary accessory buildings, including a private garage, guests quarters and servants quarters on residential lot.
- ◆ Church or public building bulletin boards, not exceeding 12 square feet in area.
- ◆ Real estate signs not more than four square feet in area.
- ◆ Cemeteries.
- ◆ A temporary use, including a building or trailer, in conjunction with any authorized construction; provided:
 - (a) No living quarters are provided in such building or trailer;
 - (b) The construction shall commence prior to or simultaneously with the temporary use; and
 - (c) A permit for such use must be secured from the Building Inspector who may not issue a permit for a longer period than six months at any one location without an order from town Planning Board.
- ◆ Classroom trailers designed to be utilized by a public school provided a permit for such use is secured from the Building

153.035 B-3P ZONE: CENTRAL BUSINESS DISTRICT PERIMETER

Inspector who may not issue such permit for a longer period than 12 months at any one location without an order from the town Planning Board.

- ◆ A temporary permit may be issued by the Building Inspector/Code Enforcer allowing a storage trailer to be placed in the rear yard of a residence for the sole purpose of storing household goods provided that:
 - (a) The residence is undergoing total remodeling;
 - (b) The storage trailer may not be used for living quarters; and
 - (c) The permit may not be issued for a period longer than six months but may be extended by the written approval of the Planning Board if valid reason are given to merit such extension.
- ◆ Industrial park entrance sign in a R-12 zone if the R-12 zone adjoins an industrial park and if the design and size of said sign is approved by the Board of Aldermen.
- ◆ Multiple dwellings.
- ◆ Trailer camps.
- ◆ Fraternities associated with a recognized junior or senior college.
- ◆ Customary home occupations.
- ◆ Multi-family dwellings and customary accessory structures and uses
 - Medical clinics.
 - Offices rendering professional services, such as legal medical, dental, engineering, architectural and similar services.
 - Agencies rendering specialized services such as real estate, telephone answering service, insurance, advertising, brokerage, stenographic and similar services not involving retail trade with the general public nor maintenance of a stock of goods for sale.
- Business offices.
- Auto service stations.
- Eating and drinking establishments.
- Groceries.
- Banks and financial institutions.
- Barbershops and beauty parlors.
- Parking facilities.
- Florist shops.
- Hardware stores.
- Automatic laundries.
- Indoor recreation.
- Radios and television repair shops.

153.035 B-3P ZONE: CENTRAL BUSINESS DISTRICT PERIMETER

- Drugstores.
 - Furniture and household appliance stores.
 - Shoe shops.
 - Tailor shops.
 - Newsstands.
 - Funeral homes.
 - Alcoholic beverage package stores.
 - Dry cleaning establishments.
 - Any use which may be construed to be a promotional activity sponsored by or for either of the following:
 - Provided that no gaming, gambling, or similar (related) activities are permitted to be conducted as a part of or accessory to the temporary use;
 - Provided that no temporary permitted use shall be permitted for a period of time exceeding ten consecutive days.
 - Provided that no temporary use shall begin until 9:00 a.m. and shall not extend beyond 12:00 midnight;
 - Provided that no permit for a temporary permitted use shall be granted by the Inspections Superintendent until permission therefor has first been granted by the Board of Aldermen;
 - Provided further that no temporary permitted use shall be located within 400 feet of a residential use.
 - b. Retail stores, offices, garages, greenhouses and retail stores conducting incidental and secondary wholesale departments.
 - c. Public utility storage or service yards.
 - d. Newspaper offices or printing plants.
 - e. Dry cleaning and pressing plants.
 - f. Freezer lockers.
 - g. Auto sales and service.
 - h. Auto parts and supplies (new).
 - i. Auction house.
 - j. Automobile laundries and automatic car washing establishments.
 - k. Adaptive reuse of historic building (this is subject to the issuance of a conditional use permit by the Board of Alderman in accordance with § 153.073(B) through (H).
- (2) Hotels, motels and assembly halls.
- (3) Advertising signs.
- (4) Adaptive reuse of historic buildings (this is subject to the issuance of a conditional use permit by the Board of Alderman in accordance with § 153.073(B) through (H).

153.035 B-3P ZONE: CENTRAL BUSINESS DISTRICT PERIMETER

(B) *Required lot area, lot widths and yards.* Buildings or structures used wholly or in part for residential purposes shall comply with the requirements for R-6 zones. Buildings used for other permitted uses where the lot abuts on the side or the rear of a residential zone shall comply with the provisions of § 153.044(B).

(C) *Height.* No building or structure shall exceed 80 feet in height.

(D) *Off-street parking.* Off-street parking shall be provided shall by all uses as required by § 153.042.

(E) *Off-street loading and unloading.* Off-street loading and unloading space shall be provided by all uses as required by § 153.044.

(F) *Signs.* For the purpose of advertising any use permitted in this zone the regulations of §§ 153.080 through 153.087 shall apply.

(Ord. passed 11-3-1970; Am. Ord. passed 7-3-1972; Am. Ord. 11-13-2001)

Cross reference:

Sign regulations schedule, see Appendix D

Yard and height requirements in business and residential districts, see Appendix A and Appendix B



Town of Dallas, NC

Volunteer Screening Policy

Description

In order to preserve the safety and wellbeing of participants in its youth Recreation and programs, activities and events as well as other youth programs offered by the Town of Dallas ("Town"), the Town will conduct background checks on all individuals applying to volunteer in all such programs. Background checks will also be performed on all individuals applying to work as sports officials, scorekeepers, and program supervisors.

Volunteers will be required to sign an authorization form which will provide date of birth, Social Security Number, and current address, authorizing the Town to order an individual criminal background check. All authorization forms and results of screening must be received prior to the start of volunteer duties.

This policy will include all volunteers and paid individuals who, in the course of their service, have the opportunity to be alone with children during activities scheduled for Town sponsored youth programs.

Others with incidental contact with children will not be subject to provisions of this policy at this time, although the Town reserves the right to conduct random checks of all volunteers working programs/events involving children. To the extent provided by Chapter 132 of the North Carolina General Statutes, all information received as a result of the screening will be kept confidential and not disclosed to anyone outside the Town. All authorization forms, records or reports shall be maintained in a confidential manner, and kept for a fixed period of time as set by the Town's record retention policy.

If any disqualifying information is found that prevents an applicant from being accepted, the Town will be responsible for notifying applicant of disqualification in a confidential manner. In the event the applicant feels a mistake has been reported in their criminal background check, it is the applicant's responsibility to contact the Town and resolve any issues. The Town and its employees are not responsible for errors or omissions that may be reported on background checks.

Frequency of Background Investigations

Only one background check is necessary per year regardless of the number of different sensitive positions a volunteer may fill during any year. The initial authorization release signed by the volunteer applicant specifically states that the release shall remain in effect until revoked in writing.

Criteria for Exclusion

Disqualifying Factors

A person will be disqualified and prohibited from serving as a volunteer if the person has been found guilty of any of the following crimes ~~or has pending charges~~ as identified below:

(Guilty means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal or dismissal.)

DISQUALIFICATION BASED ON OFFENSE:

FELONIES

ALL FELONY OFFENSES – Regardless of the amount of time since offense.

MISDEMEANORS

CLASS A1 – Or any other state equivalent

PENDING CASES

~~Any applicant who has been charged with any of the disqualifying offenses will not be allowed to volunteer until disposition of the charge. A serving volunteer who has been charged with any of the disqualifying offenses will have their service suspended until disposition of the charge.~~

~~A volunteer must immediately inform the Town of any charge(s) that has been filed against the volunteer and which, if convicted, would cause them to be disqualified as a volunteer as stated in this policy. Failure to do so may result in further penalties including permanent disqualification.~~

The Background Check Process is an ongoing process and is subject to review and changes as determined necessary by the Town in administering its Volunteer Program

Town of Dallas Parks and Recreation Volunteer Coach Application Form



1. Full Name: _____

2. Sport you would like to coach: _____ Age Group _____

3. Address: _____

4. Telephone (Cell): _____ (Home): _____

5. Email: _____

6. What is your Occupation? _____

7. Are you at least 18 years of age? YES ___ NO ___ (If not see authorization below.)

8. Please list your coaching experience:

	Sport	Age	Level	Years Coaching
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____

9. Have you ever been convicted of a criminal offense? ___ YES ___ NO

10. If yes, please explain and indicate year of conviction: _____

Date _____ Authorized Signature _____

AUTHORIZATION FOR MINORS (Must be signed if applicant is under age 18) The Undersigned certifies that he/she is the custodial parent or guardian of the above named applicant. By my signature I give permission for the applicant to participate in this program and to have his/her background checked.

Parent or Guardian _____ Date _____

APPENDIX A: OFFENSE CLASS TABLE FOR FELONIES

Class A	
First-Degree Murder (G.S. 14-17)	
Class B1	
First-Degree Forcible Rape (G.S. 14-27.21)	New for offenses on/after 12/1/2015
First-Degree Forcible Sexual Offense (G.S. 14-27.26)	New for offenses on/after 12/1/2015
First-Degree Rape (G.S. 14-27.2)	Recodified for offenses on/after 12/1/2015
First-Degree Sexual Offense (G.S. 14-27.4)	Recodified for offenses on/after 12/1/2015
First-Degree Statutory Rape (G.S. 14-27.24)	New for offenses on/after 12/1/2015
First-Degree Statutory Sexual Offense (G.S. 14-27.29)	New for offenses on/after 12/1/2015
Rape of a Child/Adult Offender (G.S. 14-27.2A)	Recodified for offenses on/after 12/1/2015
Second-Degree Murder (G.S. 14-17)	Class B2 as provided in G.S. 14-17(b) and for offenses before 12/1/2012
Sexual Offense with a Child/Adult Offender (G.S. 14-27.4A)	Recodified for offenses on/after 12/1/2015
*Statutory Rape of a Child by an Adult (G.S. 14-27.23)	New for offenses on/after 12/1/2015
Statutory Rape of Person \leq 15/Defendant 6+ Years Older (G.S. 14-27.25(a))	New for offenses on/after 12/1/2015
Statutory Rape or Sexual Offense of 13/14/15 Year Old/Defendant 6+ Years Older (G.S. 14-27.7A(a))	Recodified for offenses on/after 12/1/2015
*Statutory Sexual Offense with a Child by an Adult (G.S. 14-27.28)	New for offenses on/after 12/1/2015
Statutory Sexual Offense with Person \leq 15/Defendant 6+ Years Older (G.S. 14-27.30(a))	New for offenses on/after 12/1/2015
Class B2	
Child Abuse, Serious Bodily Injury (G.S. 14-318.4(a3))	Class C for offenses before 12/1/2013
Class C	
Assault with Deadly Weapon with Intent to Kill Inflicting Serious Injury (G.S. 14-32(a))	
Embezzlement, \$100,000 or more (G.S. 14-90)	
First-Degree Kidnapping (G.S. 14-39)	
First-Degree Sexual Exploitation of a Minor (G.S. 14-190.16)	Class D for offenses before 12/1/2008
Larceny by Employee, \$100,000 or More (G.S. 14-74)	
Manufacture of Methamphetamine (G.S. 90-95(b)(1a))	
Second-Degree Forcible Rape (G.S. 14-27.22)	New for offenses on/after 12/1/2015
Second-Degree Forcible Sexual Offense (G.S. 14-27.27)	New for offenses on/after 12/1/2015
Second-Degree Rape (G.S. 14-27.3)	Recodified for offenses on/after 12/1/2015
Second-Degree Sexual Offense (G.S. 14-27.5)	Recodified for offenses on/after 12/1/2015
Statutory Rape of Person \leq 15/Defendant $>$ 4, $<$ 6 Years Older (G.S. 14-27.25(b))	New for offenses on/after 12/1/2015
Statutory Rape or Sexual Offense of 13/14/15 Year Old/Defendant $>$ 4, $<$ 6 Years Older (G.S. 14-27.7A(b))	Recodified for offenses on/after 12/1/2015
Statutory Sexual Offense with Person \leq 15/Defendant $>$ 4, $<$ 6 Years Older (G.S. 14-27.30(b))	New for offenses on/after 12/1/2015
Class D	
Aggravated Felony Death by Vehicle (G.S. 20-141.5(a5))	
Armed Robbery (G.S. 14-87)	
Child Abuse, Serious Physical Injury or Sexual Act (G.S. 14-318.4(a) or (a2))	Class E for offenses before 12/1/2013
*Death by Vehicle (G.S. 20-141.4(a1))	Class G for offenses before 12/1/2006; Class E for offenses before 12/1/2012
Discharge Firearm into Occupied Dwelling or Vehicle in Operation (G.S. 14-34.1)	
First-Degree Arson (G.S. 14-58)	
First-Degree Burglary (G.S. 14-51)	
Voluntary Manslaughter (G.S. 14-18)	Class E for offenses before 12/1/1997
Class E	
Assault with Deadly Weapon Inflicting Serious Injury (G.S. 14-32(b))	
Assault with Deadly Weapon with Intent to Kill (G.S. 14-32(c))	
Assault with Firearm on a Law Enforcement Officer (G.S. 14-34.5)	
Discharging Weapon into Occupied Property (G.S. 14-34.1(a))	
Intercourse/Sexual Offenses with Certain Victims (G.S. 14-27.7)	Recodified for offenses on/after 12/1/2015
Second-Degree Kidnapping (G.S. 14-39)	
Second-Degree Sexual Exploitation of a Minor (G.S. 14-190.17)	Class F for offenses before 12/1/2008
Sell/Deliver Controlled Substance within 1,000 Feet of a School (G.S. 90-95(e)(8))	
Sexual Activity by a Substitute Parent or Custodian (G.S. 14-27.31)	New for offenses on/after 12/1/2015
Class F	
Abduction of Children (G.S. 14-41)	
Assault Inflicting Serious Bodily Injury (G.S. 14-32.4)	
Assault Inflicting Serious Injury on a Law Enforcement Officer (G.S. 14-34.7)	
Assault with Deadly Weapon on Governmental Officer/Employee (G.S. 14-34.2)	
Burning of Certain Other Buildings (G.S. 14-62)	

*Special Sentencing rules apply. See APPENDIX H, Special Sentencing Rules.

Class F, cont'd

Failure to Register as a Sex Offender (G.S. 14-208.11)	
Felony Restraint (G.S. 14-43.3)	
*Habitual Impaired Driving (G.S. 20-138.5)	
Hit and Run Resulting in Serious Bodily Injury or Death (G.S. 20-166(a))	
Indecent Liberties with Children (G.S. 14-202.1)	
Voluntary Manslaughter (G.S. 14-18)	
Malicious Conduct by Prisoner (G.S. 14-258.4)	
Possess Weapon of Mass Destruction (G.S. 14-288.8)	
Serious Injury by Vehicle (G.S. 20-141.4(a3))	
Stalking, Second/Subsequent Offense (G.S. 14-277.3A)	

Class G

Child Abuse, Serious Physical Injury/Reckless Disregard for Human Life (G.S. 14-318.4(a5))	Class H for offenses before 12/1/2013
Common Law Robbery (G.S. 14-87.1)	
Forgery/Counterfeiting, Five or More Instruments (G.S. 14-119)	
Identity Theft (G.S. 14-113.20)	
Intimidating a Witness (G.S. 14-226)	Class H for offenses before 12/1/2011
Possession of Firearm by Felon (G.S. 14-415.1)	
Sale of a Schedule I or II Controlled Substance (G.S. 90-95(b)(1))	
Second-Degree Arson (G.S. 14-58)	
Second-Degree Burglary (G.S. 14-51)	
Sexual Activity with a Student by Teacher, etc. (G.S. 14-27.32(a))	New for offenses on/after 12/1/2015

Class H

Assault by Strangulation (G.S. 14-32.4(b))	
Breaking or Entering Buildings (G.S. 14-54)	
Carrying Concealed Weapon, Second/Subsequent Offense (G.S. 14-269)	Class I for offenses before 12/1/2014
Cruelty to Animals—Torture, Mutilate, Kill (G.S. 14-360)	Class I for offenses before 12/1/2010
Disclosure of Private Images, Defendant 18 or Older (G.S. 14-490.5A)	New for offenses on/after 12/1/2015
Embezzlement, < \$100,000 (G.S. 14-90)	
Felony Larceny (G.S. 14-72)	
Giving/Selling Cell Phone to an Inmate (G.S. 14-258.1)	Class 1 misdemeanor for offenses before 12/1/2014
Habitual Misdemeanor Assault (G.S. 14-33.2)	
Hit and Run Resulting in Injury (G.S. 20-166(a1))	
Indecent Exposure (G.S. 14-190.9(a1))	
Larceny by Employee (G.S. 14-74)	
Manufacture, Deliver, or Possess with Intent to Manufacture, Sell, or Deliver Schedule I or II Controlled Substance (G.S. 90-95(b)(1))	
Obtaining Property by False Pretenses, < \$100,000 (G.S. 14-100)	
Possessing Stolen Goods (G.S. 14-71.1)	
Possession of Controlled Substance in Prison/Jail (G.S. 90-95(e)(9))	
Sale of a Schedule III, IV, V, or VI Controlled Substance (G.S. 90-95(b)(2))	
Secretly Peeping, Disseminating Images (G.S. 14-202(h))	
Sex Offender Unlawfully on Premises (G.S. 14-208.18)	
Solicitation of Child by Computer (G.S. 14-202.3)	
Third-Degree Sexual Exploitation of a Minor (G.S. 14-190.17A)	Class I for offenses before 12/1/2008

Class I

Assault on a Firefighter or EMS Technician (G.S. 14-34.6(a))	Class A1 misdemeanor for offenses before 12/1/2011
Breaking into Coin-Operated Machine, Second/Subsequent Offense (G.S. 14-56.1)	
Breaking or Entering Motor Vehicles (G.S. 14-56)	
Counterfeit Controlled Substance; Create, Sell, Deliver, or Possess with Intent to Sell or Deliver (G.S. 90-95(c))	
Crime against Nature (G.S. 14-177)	
Financial Transaction Card Theft (G.S. 14-113.9)	
Forgery of Notes, Checks, Securities (G.S. 14-119(a))	
Indecent Liberties with Student (G.S. 14-202.4)	Class A1 misdemeanor for G.S. 14-202.4(b) for offenses before 12/1/2015
Maintain Dwelling/Motor Vehicle for Controlled Substance, Intentional (G.S. 90-108(a)(7), (b))	
Manufacture, Deliver, or Possess with Intent to Manufacture, Sell, or Deliver Schedule III-VI Controlled Substance (G.S. 90-95(b)(2))	
Obtain a Controlled Substance by Fraud, Intentional (G.S. 90-108(a)(10), (b))	
Possession of Schedule I Controlled Substance (G.S. 90-95(d)(1))	
Preparation to Commit Burglary/Possession of Burglary Tools (G.S. 14-55)	
Safecracking (G.S. 14-89.1)	
Secretly Peeping, Photographic Images/Devices (G.S. 14-202)	
Sexual Activity with a Student by Non-Teacher, etc. (G.S. 14-27.32(b))	New for offenses on/after 12/1/2015; Class A1 misdemeanor for offenses before 12/1/2015 under former G.S. 14-27.7(b)
Using Forged Paper or Instrument (G.S. 14-120)	
Worthless Check, > \$2,000 (G.S. 14-107)	

Note: Offense classifications are subject to change, and different classifications may apply to older offenses.

*Special Sentencing rules apply. See **APPENDIX H**, Special Sentencing Rules.

APPENDIX B: OFFENSE CLASS TABLE FOR MISDEMEANORS

APPENDIX B: OFFENSE CLASS TABLE FOR MISDEMEANORS

Class A1 *Or other state equiv.*

- Assault by Pointing a Gun (G.S. 14-34)
- *Assault in Presence of Minor (G.S. 14-33(d))
- Assault Inflicting Serious Injury (G.S. 14-33(c)(1))
- Assault on Child under 12 Years of Age (G.S. 14-33(c)(3))
- Assault on Female (G.S. 14-33(c)(2))
- Assault on Government Officer or Employee (G.S. 14-33(c)(4))
- Assault on Handicapped Person (G.S. 14-32.1)
- Assault on School Employee or Volunteer (G.S. 14-33(c)(6))
- Assault with Deadly Weapon (G.S. 14-33(c)(1))
- Child Abuse (G.S. 14-318.2)
- First-Degree Trespass, Utility Premises or Agricultural Center (G.S. 14-159.12)
- Food Stamp Fraud, \$100-\$500 (G.S. 108A-53.1)
- Interfering with Emergency Communication (G.S. 14-286.2)
- Misdemeanor Death by Vehicle (G.S. 20-141.1)
- Secretly Peeping, Second Offense or with Photo Device (G.S. 14-202)
- Sexual Battery (G.S. 14-27.33)
- *Stalking, First Offense (G.S. 14-277.3A)
- Violation of a Valid Protective Order (G.S. 50B-4.1(a))

Class 1 for offenses before 12/1/2009
 Codified as G.S. 14-27.5A for offenses before 12/1/2015

Class 1

- Aggressive Driving (G.S. 20-141.6)
- Breaking into Coin-Operated Machine, First Offense (G.S. 14-56.1)
- Breaking or Entering Buildings (G.S. 14-54(b))
- Communicating Threats (G.S. 14-277.1)
- Contributing to the Delinquency of a Juvenile (G.S. 14-316.1)
- Cruelty to Animals (G.S. 14-360)
- Cyber-Bullying, Defendant 18 or Older (G.S. 14-458.1)
- Disclosure of Private Images, Defendant under 18, First Offense (G.S. 14-190.5A)
- Domestic Criminal Trespass (G.S. 14-134.3)
- Driving While License Revoked (DWI Revocation) (G.S. 20-28(a1))
- Escape from Local Confinement Facility (G.S. 14-256)
- Escape from Prison, by Misdemeanant (G.S. 148-45)
- Failure to Stop for School Bus (G.S. 20-217)
- Failure to Yield to Emergency Vehicle, Damage or Injury (G.S. 20-157(h))
- False Imprisonment (Common Law)
- Forgery (Common Law)
- Going Armed to the Terror of the People (Common Law)
- Hit-and-Run Property Damage (G.S. 20-166)
- Injury to Personal Property, > \$200 (G.S. 14-160(b))
- Injury to Real Property (G.S. 14-127)
- Larceny of Property, Worth \$1,000 or Less (G.S. 14-72)
- Misrepresentation to Obtain Employment Security Benefits (G.S. 96-18(a))
- Misuse of 911 System (G.S. 14-111.4)
- Obstruction of Justice (Common Law)
- Possession of Certain Schedule II-IV Controlled Substances (G.S. 90-95(d)(2))
- Possession of Non-Marijuana Drug Paraphernalia (G.S. 90-113.22)
- Possession of Handgun by Minor (G.S. 14-269.7(a))
- Possession of over One-Half Ounce of Marijuana (G.S. 90-95(d)(4))
- Possession of Stolen Goods (G.S. 14-72)
- Possession/Manufacture of Fraudulent ID (G.S. 14-100.1)
- Purchase/Possess/Consume Alcohol by Person under 19 (G.S. 18B-302)
- Secretly Peeping (G.S. 14-202)
- Shoplifting/Concealment of Merchandise, Third Offense in 5 Years (G.S. 14-72.1)
- Solicitation of Prostitution, First Offense (G.S. 14-205.1)
- Speeding to Elude (G.S. 20-141.5)
- Tax Return Violations (G.S. 105-236)
- Unauthorized Use of a Motor Vehicle (G.S. 14-72.2)
- Use of Red or Blue Light (G.S. 20-130.1)
- Weapon (Non-Firearm or Explosive) on School Property (G.S. 14-269.2)
- Worthless Check, Closed Account (G.S. 14-107(d)(4))
- *Worthless Check, Fourth Conviction (G.S. 14-107(d)(1))

New for offenses on/after 12/1/2015

Class 3 for offenses before 12/1/2013

Class 2 for offenses before 12/1/2011

G.S. 14-204 for offenses before 10/1/2013

Class 2

Carrying Concealed Weapons, First Offense (G.S. 14-269(a), (a1))	
Cyber-Bullying, Defendant under 18 (G.S. 14-458.1)	
Cyberstalking (G.S. 14-196.3)	
Defrauding Innkeeper (G.S. 14-110)	
Disorderly Conduct (G.S. 14-288.4)	
Driving after Consuming (G.S. 20-138.3)	
Failure to Appear on a Misdemeanor (G.S. 15A-543)	
Failure to Report Accident (G.S. 20-166.1)	
Failure to Work after Being Paid (G.S. 14-104)	
Failure to Yield to Emergency Vehicle (G.S. 20-157)	
False Report to Police (G.S. 14-225)	
Financial Card Fraud (G.S. 14-113.13)	
First-Degree Trespass (G.S. 14-159.12)	
Furnishing False Information to Officer (G.S. 20-29)	
Gambling (G.S. 14-292)	
Harassing Phone Calls (G.S. 14-196)	
Indecent Exposure (G.S. 14-190.9)	
Injury to Personal Property, \$200 or Less (G.S. 14-160(a))	
Marine/Wildlife Violations, Second/Subsequent Offense (G.S. 113-135)	
Possession of Schedule V Controlled Substance (G.S. 90-95(d)(3))	
Racing/Speed Competition (G.S. 20-141.3)	
Reckless Driving to Endanger (G.S. 20-140)	
Resisting Officers (G.S. 14-223)	
Shoplifting/Concealment of Merchandise, Second Offense in 3 Years (G.S. 14-72.1)	
Simple Assault/Assault and Battery/Affray (G.S. 14-33(a))	
Standing/Sitting/Lying on Highway (G.S. 20-174.1)	

Class 3

Allowing Unlicensed Person to Drive (G.S. 20-34)	Class 2 for offenses before 12/1/2013
Conversion by Bailee, Lessee, etc. (\$400 or less) (G.S. 14-168.1)	Class 1 for offenses before 12/1/2013
Driving a Commercial Vehicle after Consuming Alcohol (G.S. 20-138.2A)	Class 1 for offenses before 12/1/2013
Driving While License Revoked (Non-DWI Revocation) (G.S. 20-28(a))	Class 1 for offenses before 12/1/2013
Expired, Altered, or Revoked Registration/Tag (G.S. 20-111(2))	Class 2 for offenses before 12/1/2013
Failure to Comply with License Restrictions (G.S. 20-7(e))	Class 2 for offenses before 12/1/2013
Failure to Return Hired Property (G.S. 14-167)	Class 2 for offenses before 12/1/2013
Failure to Return Rented Property (G.S. 14-168.4)	Class 2 for offenses before 12/1/2013
Fictitious/Altered Title/Registration (G.S. 20-111(2))	Class 2 for offenses before 12/1/2013
Intoxicated and Disruptive in Public (G.S. 14-444)	
Littering, 15 Pounds or Less, Non-Commercial (G.S. 14-399(c))	
Local Ordinance Violation (G.S. 14-4)	
Marine/Wildlife Violations, First Offense (G.S. 113-135)	
No Operator's License (G.S. 20-7(a))	Class 2 for offenses before 12/1/2013
Obtaining Property for Worthless Check (G.S. 14-106)	Class 2 for offenses before 12/1/2013
Open Container, First Offense (G.S. 20-138.7)	
Operating Unregistered Vehicle or Not Displaying Plate (G.S. 20-111(1))	
Operating Vehicle without Insurance (G.S. 20-313(a))	Class 2 for offenses before 12/1/2013
*Possession of Marijuana (One-Half Ounce or Less) (G.S. 90-95(a)(3))	Class 1 for offenses before 12/1/2013
Possession of Marijuana Drug Paraphernalia (G.S. 90-113.22A)	New for offenses on/after 12/1/2014
Purchase/Possess/Consume Alcohol by 19 or 20 Year Old (G.S. 188-302(j))	
Second-Degree Trespass (G.S. 14-159.13)	
*Shoplifting/Concealment of Merchandise, First Offense (G.S. 14-72.1)	
Speeding, More Than 15 m.p.h. over Limit or over 80 m.p.h. (G.S. 20-141(j1))	
Unsealed Wine/Liquor in Passenger Area (G.S. 188-401)	Class 2 for offenses before 12/1/2013
Window Tinting Violation (G.S. 20-127)	Class 2 for offenses before 12/1/2013
Worthless Check (Simple, \$2,000 or Less) (G.S. 14-107(d)(1))	Class 2 for offenses before 12/1/2013

Selected Infractions

Failure to Carry/Sign Registration Card (G.S. 20-57(c))	Class 2 for offenses before 12/1/2013
Failure to Carry License (G.S. 20-7(a))	Class 2 for offenses before 12/1/2013
Failure to Notify DMV of Address Change for License (G.S. 20-7.1) or Registration (G.S. 20-67)	Class 2 for offenses before 12/1/2013
Fishing without a License (G.S. 113-174.1 (a) and -270.1B(a))	Class 3 for offenses before 12/1/2013
Operating a Motor Vehicle with Expired License (G.S. 20-7(f))	Class 2 for offenses before 12/1/2013
Ramp Meter Violation (G.S. 20-158(c)(6))	New for offenses on/after 12/1/2014
Violations of Boating and Water Safety Provisions of Art. 1, G.S. Ch. 75A, Except as Otherwise Provided	Class 3 for offenses before 12/1/2013

Note: Offense classifications are subject to change, and different classifications may apply to older offenses.

*Special Sentencing rules apply. See **APPENDIX H**, Special Sentencing Rules.

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 _____ day of _____ 2018, 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 and DALLAS PROPERTY HOLDING, LLCBELMONT INC.**, 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, covenants, ~~and a right of reversion~~, for development of restaurant and office space (minimum of ~~7,500~~10,000 square feet), and more particularly described as:

Said tract of property, lying and being in the Town of Dallas, NC and containing the old Setzer building. Beginning at a building corner, said corner being a corner of property owned by Laura J. Stroupe, said corner being north 01 degrees 15 minutes 09 seconds east 263.11 feet from a courthouse stone, and north 32 degrees 16 minutes 32 seconds west 143.73 feet from another courthouse stone, (crossing West Trade Street, and both stones inscribed USGS 1900) to the place and point of beginning. And running thence north 85 degrees 58 minutes 53 seconds west 65.16 feet to a building corner as recorded in Deed Book 4765 pg. 2067, thence north 03 degrees 53 minutes 53 seconds east 110.68 to a new drill hole in walkway, thence south 85 degrees 58 minutes 58 seconds east 57.22 feet to an iron pin set in the line of Laura J. Stroupe said property recorded in Deed Book 4754 pg. 1310, thence with the Stroupe line south 04 degrees 03 minutes 20 seconds west 110.66 feet to the point and place of beginning. Said property being called tract number one and containing 0.145 acres

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 extend, unless sooner terminated as described herein, if all conditions are met, for a ~~period~~minimum of ~~fiveten~~ (5+0) years.

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 \$22,000.00, demolition of the existing building, investment of ~~seven hundred fifty thousand one million~~ dollars (\$~~1,000~~750,000.00) in the construction of a new 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 ~~approximately (25) minimum of thirty seven (37)~~ people with a probable average 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 not less than 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.

3. **Construction.**
 - a. The TOWN will employ the services of a Construction Manager. The Construction Manager will ensure that the construction 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 Construction Manager in all aspects and will allow the Construction Manager to inspect all aspects of the development, construction, 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 Construction Manager 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 they 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 without delay undertake the properly permitted demolition of the existing building located at 130 W Trade Street within ninety (90) days of the closingsigning of this Agreement.

- d. 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 project within sixty (60) days of closing signing this Agreement. All plans and drawings shall be completed and submitted for inspection and approval by the TOWN, designee, agent, or Construction Manager prior to any construction and/or development of the project and within one hundred eighty (180) days of employing the licensed professional architect/engineer.
 - e. 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 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 Construction Manager. The OWNER will remain diligent in obtaining and procuring all appropriate and proper permits.
 - f. After all final plans and drawings are approved by the TOWN, designee, agent and/or the Town's Construction Manager and all appropriate and proper permits are obtained the construction of the project/restaurant shall be completed by the OWNER within one (1) year, weather permitting.
 - g. After the completion of 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.
 - h. The TOWN will construct and develop public facilities and other amenities as provided for in Exhibit "A" attached hereto and incorporated herein by reference, on adjacent TOWN owned property. The construction and development of the TOWN owned public facilities will not interfere with the construction and development of the project/restaurant and grounds outlined in the above paragraphs by the OWNER, and will be completed within six (6) months of the OWNER'S completion of the proposed development. Provided, however, any easements shall be completed within 60 days of execution of this Agreement.
 - i. The TOWN and OWNER will coordinate and schedule the construction and development of the projects outlined in the above paragraphs to the extent possible so that the project undertaken by the TOWN will be completed within 6 months of the completion and operation of the project undertaken by the OWNER.
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~~the Property is legally subdivided~~ 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 will commence ~~demolition~~construction within ninety (90) days after closing. OWNER agrees to create approximately 25 part-time and ~~a minimum of thirty seven (37)~~ 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~~minimum~~ 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 operate a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a period~~minimum~~ 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~~minimum~~ 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 \$22,000.00, subject to ~~a right of re-entry, reversion~~, restrictions, conditions and covenants within time parameters set forth in Section 4 "Timing" above, 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 a period~~minimum~~ 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 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, construction manager, 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 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. **Audit.** The TOWN reserves the right to require a certified audit or may perform the audit through the use of its staff.~~
- ~~10.9.~~ **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 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~~minimum of five (5) years.

~~11. Clawback, Condition and Right of Re-entry.~~ If the project as described in this Agreement does not produce the improvements, jobs, wages or the OWNER fails maintain the operation of a fully functional, properly permitted and licensed restaurant, continuously and uninterrupted for a minimum of five (5) years as anticipated following the execution of this Agreement, as set forth herein, specifically:

- ~~i. If the amount of investment made in the grounds and building renovation does not meet or exceed the amount of one million dollars (\$1,000,000.00) as of the date a certificate of occupancy for the Project is issued without modification of this Agreement; and/ or~~
- ~~ii. The average wage paid to the employees did not equal or exceed \$8.00 per hour, as determined by current N.C. Employment Commission criteria (NCUI 101 form); and/ or~~
- ~~iii. The OWNER does not create at least thirty seven (37) full time jobs by the date Owner opens for business;~~
- ~~iv. Operate a fully functional, properly permitted and license restaurant continuously and uninterrupted for five (5) years from date the restaurant opens for business;~~
- ~~v. Any reason and/or breach as provided for in paragraph ten (10) of this Agreement.~~

Forma

~~then, in each event, if the parties hereto do not agree to modify this Agreement or extend the time for performance hereunder, the TOWN shall have the right to exercise its right of re-entry and retake the property and/ or OWNER shall re-convey the property, to the TOWN by non-warranty deed, with all improvements thereon and with OWNER bearing all cost of re-conveyance and that such right, title and interest in and to said property by OWNER shall revert to the TOWN: PROVIDED that such right of re-entry and re-convey title to the TOWN shall be subject to and limited by and shall not defeat, render invalid or limit in any way the liens of Deeds of Trust to secure loans to finance the construction of improvements on the property as provided in the Agreement..~~

~~TOWN agrees, upon request, to consider subordinating its right of re-entry to said property to any mortgage, deed of trust or security instrument to secure loans to improve said property.~~

120. Job Requirement. The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement ~~who work at least 32 hours per week for full time jobs~~ and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.

113. Non-Assignment. This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.

124. Extension. The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

135. 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.

146. 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, ~~in the discretion of the TOWN, without prior notice to OWNER. Furthermore, upon satisfactory fulfillment of the terms of this Agreement, the TOWN shall release the OWNER from this Agreement and release the right of re-entry by execution of a release recorded in the register of deeds of Gaston County.~~

157. Notice. Notice may be given as follows:

To the TOWN:

Town of Dallas Manager
210 Holland Street
Dallas, NC 28034

To the OWNER:

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

168. 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.

179. 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.

1820. 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 ____ day of August, 2018.

TOWN

OWNER

Town of Dallas

Sammy's Pub of Dallas, Inc. Jim Bailey

By: _____

By: _____

Maria Stroupe, Town Manager

Jim Bailey, President Owner

Dallas Property Holding, LLC

By: _____

Rick Coleman, Town Mayor

Jim Bailey, Managing Member

ATTEST:

Approved As To Form and Legality

Town Clerk

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 _____ day of _____, August, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, August, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

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 _____ day of August, 2018.

(SEAL)

Notary Public

My Commission Expires: _____

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 _____ day of August, 2018.

(SEAL)

Notary Public

EXHIBIT "A"

1. The Town shall develop, construct, and build a public facility and other amenities on the property located at 210 N. Holland Street, Dallas, NC. The public facility and amenities shall consist of a picnic shelter and recreation facilities, including but not limited to: corn hole area. The public facility and other amenities shall be open to the public and designated as a Town of Dallas public park.

2. 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 that Survey by John W. Lineberger and dated July 17, 2018.

3. The Town shall also grant Owner a 15 foot drainage and utility easement as shown on Tract #2 of this Survey by John W. Lineberger dated July 17, 2018.

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

5. The Town shall provide a dumpster site for use by the restaurant.