

Town of Dallas
Agenda
October 8, 2019
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Allen Huggins

Darlene Morrow

Stacey Thomas

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

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**TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
SEPTEMBER 10, 2019
6:00 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; Allen Scott, Police Chief; Tiffany Faro, Development Services Director; Doug Huffman, Electric Director; Jonathan Newton, Finance Director; Garrett Lowery, Recreation Director; Bill Trudnak, Public Works Director; Matthew Knuapp, Assistant Fire Chief, and Earl Withers III, Fire Chief. Robert Walls, Police Captain 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. There were two changes: Remove Item 8B until the Work Session on September 24th, and Add a Closed Session. Alderwoman Morrow made a motion to approve the agenda with changes, seconded by Alderman Cearley, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from August 20th, 2019 Regular Meeting and August 27th Work Session, seconded by Alderman Withers, and carried unanimously.

Recognition of Citizens:

Anne Martin, 3328 Dallas High Shoals Rd., She discussed the back to school drive at the Dallas gym and gave thanks to the Police Chief, his department, and everyone else involved in making the event great for the children.

Curtis Wilson, 438 S. Gaston St., He prayed over the Town, Leadership, and the Employees.

Consent Agenda:

Fire Prevention Week Resolution (Exhibit A)

Public Power Week Resolution (Exhibit B)

Resolution for Asset Inventory Grant (Exhibit C)

Alderwoman Morrow made a motion to approve the Consent Agenda, seconded by Alderwoman Thomas, and carried unanimously.

Public Hearings:

Item 6A was a Public Hearing for Permitted Uses Chart and Text Amendment Updated. This item was reviewed at the July 3rd Work Session. A Public Hearing was opened at the August 20th meeting and continued due to a missing consistency statement. The Development Services Director is recommending an update to our zoning ordinance to provide additional clarity for our permitted uses in each zoning district. Currently our permitted uses are listed as text under each zone identified, making the ordinance very lengthy and challenging to navigate. By replacing the text list with a permitted use chart- adopted as Appendix C of our Zoning Code- we will be able to provide a quick reference for residents and businesses on our allowable uses in each zone. Along with this formatting change, an update to the permitted uses is reflected in the proposed chart. Key changes being proposed include, but are not limited to:(1) Streamlined uses within B-3 Central Business to promote more restaurant/retail activity. (2) Expansion of allowable uses in Business zones to attract new businesses as we grow. (3) Elimination of zones not currently in use – uses incorporated into existing zones instead. (4) Industrial and Business zones primarily reserved for those uses- new residential in these zones to require conditional approval. (5) Some Industrial zone uses proposed as conditional only (relating to noise levels, odor, and impact on surroundings. (6) Added uses for additional clarity that were not listed before- adult businesses, solid waste/ septic facilities, bed & breakfasts, smoke shops, fitness centers, etc. Because supplemental regulations are currently within the text of the permitted uses, Staff and Planning Board are also proposing to relocate those elements to their own section- instead of within the requirements of each specific zone. This chart, and accompanying text, are proposed to be reviewed and updated again after analysis of our current land use map, or as needed to accommodate the Town's anticipated growth. The Town will begin community engagement efforts regarding desired land use map updates in this fiscal year. Mayor Coleman asked the Board if they have any other comments or questions. There were none. Mayor Coleman asked the audience if they have any other comments or questions. There were none. Alderwoman Thomas made a motion to exit the public hearing, seconded by Alderman Withers, and carried unanimously. Alderman Withers made a motion to approve the Chart and Text Amendment Update with the Consistency statement as presented, seconded by Alderman Cearley, and carried unanimously. (Exhibit D)

Item 6B was a Public Hearing on Non-Conforming Uses Text Amendment. Alderwoman Thomas made a motion to enter the public hearing, seconded by Alderwoman Morrow, and carried unanimously. The Development Service Director Ms. Faro presented that the Planning Board's request recommended for a text amendment to the Non-Conforming Uses text to expand the allowances for non-conforming uses within the B-3 Central Business District. The current text states that a non-conforming use of any building or structure which is damaged to an extent exceeding 50% of its then reproduction value, exclusive of foundations, by fire, flood, explosion, earthquake, war, riots or Act of God, shall be discontinued, and such building or structure shall thereafter be used only in conformance with the provisions of the zone in which located. The proposed amendment would allow current non-conforming uses that located within B-3 that have been in operation for 5+ years to resume activities at their current location in the event of damages to the building or structure- regardless of the extent, as long as the use was resumed within 9 months. The consistency statements were read to the Board and audience. Mayor Coleman asked the audience if they have any other comments or questions. Audience member Mike Fields questioned further consideration of the timeline for repairs due to the timing needed when dealing with lengthy processing with insurance companies. Ms. Faro responded. Town Attorney Mr. Hunn asked for clarification on the timeline to ensure the change is suitable to all instead of a case by case situation. The Board decided that this item will need more time to clear up the verbiage before an official vote. Alderwoman Morrow made a motion to continue until October 8th, 2019 Regular Board Meeting, seconded by Alderman Withers, and carried unanimously. (Exhibit E)

Public Hearings continued:

Item 6C was a Public Hearing on Ordinance Enforcement: Criminal vs. Civil. Alderwoman Thomas made a motion to enter a public hearing, seconded by Alderman Withers, and carried unanimously. The Development Services Director Ms. Faro requested a transition from criminal enforcement of the Town's nuisance ordinances to civil enforcement, which requires the approval of several text amendments. The ordinances read that violators shall, upon conviction, be guilty of a misdemeanor and subject to a fine not to exceed \$50 or imprisonment not to exceed 30 days, and each day that any of the provisions violated shall constitute a separate offense. The enforcement method in place now requires a significant amount of staff time and resources with no guaranteed abatement action. A transition to civil penalties allows Development Services and/or Public Works to handle both the notice and penalty of these violations. Since civil penalties can accrue daily until cleanup occurs, and are collectable in a variety of methods including court action, NC Debt Setoff, and/or property liens, staff anticipates increased compliance with the necessary abatement of violations. While it is legal to retain criminal enforcement while adding civil penalties, the North Carolina Supreme Court has held that if a local ordinance is criminally enforceable under G.S. 14-4, then the clear proceeds of any civil penalty or fine assessed for a violation of the local ordinance must be remitted to the local school administrative unit(s) in the county in which the penalty or fine was assessed. This item was discussed at the August 27th Work Session and is ready for approval. Mayor Coleman asked the audience if they have any other comments or questions. Mr. Queen said he has a nuisance problem with racoons. Alderman Withers made a motion to exit the public hearing, seconded by Alderwoman Morrow, and carried unanimously. Alderman Withers made a motion to approve as presented, seconded by Alderman Cearley. Yays were Alderman Withers, Alderman Cearley, Alderwoman Morrow, and Alderman Huggins. Nay - Alderwoman Thomas. (Exhibit F)

Old Business: NONE

New Business:

Item 8A was a Request for the Annual Crop Walk. This event is a fundraiser and it will be held on Sunday, October 20, 2019 from 2:00pm to 4:30pm at Cloninger Park in Dallas. The estimated attendance will be approximately 110 people. This event has been very successful in the past years and it is open to the general public. Alderwoman Morrow made a motion to approve, seconded by Alderman Cearley, and carried unanimously. (Exhibit G)

Item 8B was the Code Enforcement Position. This item was removed from the agenda and will be discussed on September 24th 2019 Work Session. (Exhibit H)

Manager's Report and General Notices:

- The last Cruise-In and Concert will be on Saturday, September 14th featuring 20 Ride.
- FUSE Ground Breaking Ceremony will be on October 3rd at 5pm and they would like an RSVP for any Board members that plan to attend.
- NCDOT projects are on hold, including Hwy 279, and I85. The CMAP project has been through processing and the approval should come in by the end of the month.

Closed Session

Alderman Huggins made a motion to go into Closed Session to discuss instructing the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease as provided for in G.S. §143.318.11., seconded by Alderman Withers, and carried unanimously. (6:46)

Alderman Withers made a motion to exit the Closed Session, seconded by Alderman Cearley, and carried unanimously. (7:20)
No Action was taken.

Alderman Withers made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously. **(7:24)**

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

TOWN OF DALLAS
MINUTES FOR BOARD OF ALDERMEN MEETING
SEPTEMBER 24, 2019
5:05 PM

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

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

Mayor Coleman called the meeting to order at 5:05 pm. He opened with the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to amend the agenda. Alderwoman Thomas made a motion to approve the agenda, seconded by Alderman Cearley, and carried unanimously.

New Business:

Item 3A was a discussion on the Cemetery Ordinance Proposal. This item was discussed at the August 27th Work Session and the Board requested that the item be brought back for another discussion to gain clarity on how to go forward. After much discussion on the proposed change and the example from the other municipalities, the Board decided have the Cemetery Ordinance Proposal as an item on the October 8th Agenda for a vote. (Exhibit A)

Item 3B was a discussion on Code Enforcement Position. On September 10th 2019 Regular Board Meeting, the Board decided to move this item to the Work Session for further discussion. As growth and development opportunities continue to increase for Dallas, it has become 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, a proposal to add a Part-Time Code Enforcement Position to work in the Community Development Department is requested for consideration. The 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. A current listing of complaints and violations received by the Development Services Director was reviewed. Many of the complaints 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. A proposed Job Description for the position was reviewed. The Board shared concerns over the salary in reference to other salaries in other departments. Town Manager Stroupe explained some of the difference on skillsets needed for specific jobs and how she arrived at the recommended salary. The Board encouraged Ms. Stroupe to meet with the Department Heads to discuss salary concerns. The Board consensus to move forward with adding item to the October 8th Agenda for a vote. There will be a budget amendment to accompany the approval of the position. (Exhibit B)

Item 3F was a discussion and presentation on Safety Training. Chief Allen Scott facilitated a training and informational exercise to raise awareness of potential scenarios that could occur during meetings and to help establish procedures for officials and staff in the event of such occurrences. Chief Scott played a video and gave details on how this situation occurred. The purpose of the discussion was to inform the Board and Staff on the potential danger as well as to come up with ideas on how they should leave the building in the event of an issue with a threat.

Break 6:27-6:35

Item 3C was a discussion on Town Signage Proposal. Earlier this spring, a sub-committee of the Board of Aldermen was formed to coordinate with Visual Inception on proposed signage to be placed on Highway 321 to designate the Town limits. A proposed drawing for the signage was reviewed as well as a quote. Although the original rendering was in black and grey, color options were available for review. The Board decided they would like to have a Yellow Gold Option, noting that Vegas Gold was considered before. They agreed that the font size was acceptable. It was decided that the sub-committee would meet to make a recommendation for the full board for an official vote. (Exhibit C)

Item 3D was a discussion Density and Development. Gaston County is poised for significant growth in the near future, and because of that, Dallas is now beginning to see development interest in increased density. The Development Services Director Ms. Faro currently has several major subdivision projects being explored- all of which are looking to maximize the density of those sites in response to the growth we are experiencing in our area beyond what we currently offer. Ms. Faro asked how would the Board of Alderman like to respond to the demand for density so she can talk to any prospective developer to guide them on what fits for the Town. Ms. Faro explained to The Board on the following things to consider: (1) Reduced lot sizes for single family residential (a petition for text amendment has already been submitted for consideration) permitted by-right. (2) Conditional Use Permits and/or Conditional Zoning – density allowed in certain situations with Board approval. (3) Density credits- increased density in exchange for certain elements (% affordable, commercial, etc.) (4) Accommodations for attached housing. (5) Reduced setbacks (either front, side, rear, or all) within specific zones. (6) Mixed Use and/or “Downtown Development” zones for walkable housing options near downtown. The current zoning displays the easiest way for most developers to maximize lots is through the creation of apartment units. Updating the zoning ordinances to respond to the growth would allow Dallas to promote a variety of housing choices for residents, and help to shape the appearance of our Town in a more diverse way. Ms. Faro stated that the Planning Board would like to see a mixed use to allow for density. The Board shared concerns on street parking, and to keep this in mind to possibly increase frontage setbacks.

Item 3E was a discussion Cut Off Procedures/ After Hours Fee. This discussion was to provide information that will better equip officials and staff to understand cut off procedures and timelines when they are approached by citizens and/or customers. There is no avenue to assess an after-hours fee in the event an account is reconnected at the customer’s request after normal business hours due to payment not being made during business hours. Therefore, after-hours reconnection is only done in extreme circumstances, not by citizen request. A recent scenario was discussed and staff wanted the Board to know all the details of the situation. After much discussion about the timeline and process of the cutoff procedures, the Board decided they would leave the procedure as it is. (Exhibit D)

Manager's Report and General Notices:

- There will be an open house reception for the new Gaston County Manager Kim Eagle, an invitation was given to the Board.
- Carr Elementary School will have their chorus perform in the Carol's on the Square, they will be participating in the Trick or Treat, and they will be participating in the Dallas Parade. Starting in October, there will be recognition for the student of the month for each grade during the citizens recognition section of each meeting to show support of the school and the students. The Walk to School Event for the student will be on October 2nd. There are open invitations for guest readers to read a book with the students in January and February.
- Veteran's Day Event will be scheduled for November 12th for 10 am start time.
- Ray's Septic is only allowed to dump into the Town's system when they pump out the Town's lift station, nothing else. This was to address concerns from the Board about when and why Ray's Septic is dumping in the Town's system.
- Go Fest will be held in Gastonia on Thursday, September 26th. Staff member Ms. Faro will be representing Dallas and she encouraged the Board Member to come out. Each Municipality will speak about another Municipality in an effort to show businesses what Gaston County has to offer throughout the county. Food vendors and more will be available.

Closed Session

Alderman Withers made a motion to go into Closed Session to discuss instructing the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition or real property by purchase, option, exchange, or lease as provided for in G.S. §143.318.11., seconded by Alderman Cearley, and carried unanimously. (7:27)

Alderman Cearley made a motion to exit the Closed Session, seconded by Alderwoman Morrow, and carried unanimously. (7:39)

No Action was taken.

Alderman Withers made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. **(7:40)**

Rick Coleman, Mayor

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Community Planning Month Proclamation

AGENDA ITEM NO. 5A

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

The month of October is designated as Community Planning Month in order to recognize the importance of planning in the growth and management of communities. Planning plays a vital role in directing and supporting the vision of a community and its leaders.

MANAGER RECOMMENDATION: Approve the proclamation designating October as Community Planning Month, as presented.

BOARD ACTION TAKEN:

Community Planning Month Proclamation 2019

WHEREAS, change is constant and affects all cities, towns, villages, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Dallas; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Town of Dallas and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT PROCLAIMED, that the month of October 2019 is hereby designated as **Community Planning Month** in the Town of Dallas in conjunction with the celebration of National Community Planning Month.

Adopted this the 8th day of October, 2019.

Rick Coleman, Mayor

Attested by:

Da'Sha Leach, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston County Schools-Town of Dallas Cooperation Agreement Renewal

AGENDA ITEM NO. 5B

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

The Town has an agreement for mutual use of Gaston County Schools' property, Carr Elementary School fields. This agreement is renewed each three years. It is time to renew the agreement for the next three years. The agreement is consistent with the previous agreement signed in 2016.

MANAGER RECOMMENDATION: Approve the agreement with Gaston County Schools for mutual use of Carr Elementary School fields, as presented.

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

**AGREEMENT FOR SCHOOL-COMMUNITY
COOPERATION**

AGREEMENT made and entered into on the **1st day of October, 2019**, by and between the **TOWN OF DALLAS**, a body politic and corporate having a charter granted by the General Assembly of North Carolina, ("Town"); and **THE GASTON COUNTY BOARD OF EDUCATION**, a corporate body created under the provisions of Chapter 633 of the 1977 Session Laws of North Carolina, ("Board");

W I T N E S S E T H:

WHEREAS, Town and Board are mutually interested in the welfare of the inhabitants of the Town of Dallas; and

WHEREAS, Town and Board are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid in the cultivation of citizenship by providing for adequate school and community recreation programs; and

WHEREAS, Town and Board each possess facilities located within the confines of Town that would be beneficial for the other to use at certain times; and

WHEREAS, in the interest of offering the best service to the most people with the least possible expenditure of public funds, full cooperation between the Town and Board is necessary;

NOW, THEREFORE, in consideration of the mutual promises made by Town and Board, these parties do hereby agree as follows:

**I.
DEFINITIONS**

- A. The word "property" shall mean and include both real and personal property.
- B. The term "this agreement" shall include any future written amendments, modifications, or supplements made in accordance with Section XXI, *infra*.

- C. Each party shall be deemed to be "using" the property of the other during the time requested and approved in accordance with Section IV, *infra*, or in accordance with any amendment, modification or supplement to this agreement.
- D. Throughout this agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa.

**II.
TERM**

The initial term of this agreement shall be for a period commencing on **October 1, 2019**, and ending on **September 30, 2022**, both dates inclusive, unless sooner terminated as herein provided.

The term of this agreement shall be automatically extended for a period of three years beginning on **October 1, 2022**, upon the same terms and conditions, herein provided, unless one party gives to the other four months before the end of the initial term of the agreement written notice that the agreement shall not be so extended.

**III.
PROPERTY MADE AVAILABLE**

- A. **BOARD'S PROPERTY.** Upon Town's compliance with the procedures set forth in Section IV.A., *infra*, Board will make available to Town for community recreation activities that property belonging to Board which is suitable for such activities.
- B. **TOWN'S PROPERTY.** Upon Board's compliance with the procedures set forth in Section IV.B., *infra*, Town will make available to Board, for school events, activities, and/or programs, that property belonging to Town which is suitable for such activities.

**IV.
PROCEDURE**

A. TOWN'S USE OF BOARD PROPERTY.

1. Town submits a written proposal to the appropriate school principal requesting that Town be allowed to use certain of Board's property made available to Town under Section III.A., supra. This request will specify the desired property, date(s), time(s) and intended use(s).
2. The principal then determines whether or not the requested property is available at the desired time and who determines what conditions should govern the use of the requested property. If he approves the request, the principal notifies the Director of Athletics of Board ("Director") to that effect.
3. If Director concurs with the recommendation of the principal, he executes the proposal, retaining two copies for Board's records and forwards two copies to Town for Town's records.

B. SCHOOL'S USE OF TOWN PROPERTY.

1. Board submits a written proposal to the Recreation Director of Town requesting that Board be allowed to use certain of Town's property made available to Board under Section III.B., supra. This request will specify the desired property, date(s), time(s), and intended use(s).
2. The Recreation Director then determines whether or not the requested property is available at the desired time and who determines what condition should govern the use of the requested property. If he approves the request, the Recreation Director notifies the Town Manager to that effect.
3. If Town Manager concurs with the recommendation of the Recreation Director, he executes the proposal, retaining two copies for Town's records, and forwards two copies to Director for Board's records.

**V.
PRIORITY**

In determining the use of Board's property, school events, activities and/or programs shall have first priority; municipal recreation activities shall have second priority; and all events by any other groups or agencies shall have third priority. In determining the use of Town's property, municipal recreational activities shall have first priority; school events, activities and/or programs shall have second priority; and all events by any other groups or agencies shall have third priority.

**VI.
SUPERVISION**

Board shall be entirely responsible for supervision of any use made of Town's property by Board pursuant to this agreement. Town shall be entirely responsible for supervision of any use made of Board's property by Town pursuant to this agreement.

**VII.
EXPENDABLE MATERIAL**

Each party hereto will furnish and supply all expendable materials necessary for its use of property belonging to the other.

**VIII.
IMPROVEMENTS**

Town may improve Board's property by installing sprinkler systems, turfing, lighting, fencing, play and recreation equipment thereon, subject to Board's prior written approval of the location, plans and specifications for the placement of all such improvements upon school premises and of the type, design and construction thereof. Board shall, however, share in such expense to the extent authorized in its annual budget. The cost of maintaining these improved areas and facilities shall be borne proportionally by Town and Board as determined by the relative use thereof, and each party agrees to maintain such areas and facilities in good condition during the periods of its responsibility therefore.

Board shall have the same right to improve Town's property made available to Board for school events, activities and/or programs, and shall also have the same duties and

responsibilities with respect to Town's property as are set forth in the preceding paragraph of this Section VIII.

**IX.
RIGHT OF REMOVAL**

It is agreed that all personal property owned by Town and erected in or upon Board property, even though attached to the realty, as well as all other permanent improvements, may be removed by the Town at any time, provided that: (1) Town shall not then be in default in the performance of the covenants hereof, (2) the removal of any such property and/or improvements shall be effected before the expiration of the term of this agreement, and (3) all damage caused to said premises by such removal shall be repaired by Town on or before said expiration.

It is further agreed that Board shall have the same right to remove all personal property belonging to Board which it has erected in or upon any premises belonging to Town even though the same may be attached to the realty under the same terms as are set forth in the preceding paragraph of this Section IX.

**X.
RIGHT OF INSPECTION**

Board shall have the right to enter into and upon all its property made available to Town for community recreation activities under this agreement for the purpose of examining and inspecting the same and determining whether Town shall have complied with its obligations hereunder with respect to the care and maintenance of the premises and repair or rebuilding of the improvements thereon when necessary. Town shall have the same right to enter into and upon its property made available to Board under this agreement.

**XI.
MAINTENANCE**

Each party, while using the property of the other pursuant to this agreement, shall (1) keep the property in neat order; (2) promptly remove all trash, refuse, garbage and debris of any kind from the said property which accumulates from such use; (3) Ascertain that a sufficient number of receptacles are available in the area for the disposal of such trash, refuse, garbage and debris of every kind; (4) prohibit littering; and (5) systematically and periodically clean the floors and restroom facilities.

XII.

REPAIR, REPLACEMENT AND CONDITION AT TERMINATION

Each party shall, at the end of its period of use of the property of the other party pursuant to this agreement, surrender such property to the other in as good condition as it was at the time of the commencement of such use, reasonable wear and tear and damage by fire or other casualty excepted. Each party shall, at its own expense, make all repairs and/or replacements necessary to surrender the property of the other in accordance with this Section. All such repairs and/or replacements shall be at least equal in quality and class to the original work.

XIII.

INDEMNIFICATION

It is expressly agreed and understood that Board will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of Board's negligent acts or omissions) arising out of, related to or connected with any accident, occurrence or event on or about Board's property, when the accident, occurrence or event takes place while Town is using said property pursuant to this agreement. It is also agreed and understood that Town will not be liable for any claims, damages, losses or expenses of any kind whatsoever, whether to persons or property (including, but not limited to, those claims, damages, losses or expenses resulting from or by reason of Town's negligent acts or omissions) arising out of, related to, or connected with any accident, occurrence or event on or about Town's property, when the accident, occurrence or event takes place while the Board is using said property pursuant to this agreement. As a result of this express agreement and understanding, each party will at all times indemnify and hold the other party harmless, and will defend the other at its own expense, with respect to all aforementioned claims, damages, losses or expenses, whether such claims, damages, losses or expenses are covered by the other's insurance.

XIV.

REMEDIES FOR BREACH

In the event either party shall breach or threaten to breach any provision(s) of this agreement, the other shall be

entitled to terminate this agreement in accordance with Section XXII.B., infra. Additionally, each party shall indemnify the other against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of its breach of any provisions(s) of this agreement.

**XV.
ARBITRATION**

Mayor of Town ("Mayor") and Chairman of Board ("Chairman") are hereby constituted a Panel of Arbitration. Either party from time to time hereafter, upon ten days written notice to the other party, may substitute any person in lieu of its representative. This panel shall have authority, upon the written concurrence of both of its members, to determine every question which may arise under this agreement. In the event of disagreement, they shall name a disinterested third party; and the question in dispute shall be submitted to the three. A decision of a majority thereof shall be final and binding upon both parties. However, if they are unable to agree upon any such third party, then the Senior Resident Superior Court Judge of the Judicial District then embracing Gaston County shall name him.

**XVI.
ASSIGNMENT**

Neither party shall sell or assign its rights under this agreement.

**XVII.
OBLIGATION OF SUCCESSORS**

The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

**XVIII.
WAIVER OF BREACH**

The waiver by either party of a breach of any provision of this agreement by the other will not be construed as a waiver of any simultaneous or subsequent breach by the other.

XIX.
COVENANT OF QUIET ENJOYMENT

Each party hereto agrees that the other's performance of the covenants to be performed by it hereunder shall entitle it to peaceably and quietly have, hold and enjoy the premises made available to it pursuant to this agreement.

XX.
ENTIRE AGREEMENT

This instrument contains the complete and exclusive statement of the agreement between Board and Town, which supersedes all proposals, oral or written, and all other communications between Board and Town relating to the subject of this agreement. All prior agreements, understanding, terms or conditions are deemed merged into this contract.

XXI.
MODIFICATION

This agreement may not be amended, modified or supplemented orally but only by written agreement, signed by the party(ies) against whom enforcement of any amendment, modification or supplement is sought.

Both parties recognize that conditions peculiar to the property made available to it hereunder, the intended use of the property, the limited availability of the property, and/or proposed improvement of the property may necessitate the execution of amendments, modifications or supplements hereto.

XXII.
TERMINATION FOR CAUSE

Either party may terminate this agreement at any time upon written notice in the event of breach of any provision(s) of this agreement. Termination for cause will be effective ten (10) days after the date notice is given in the event that during such time the breach is not remedied.

XXIII.
CONSTRUCTION

This agreement shall be governed by the laws of the State

of North Carolina.

**XXIV.
SEVERABILITY**

The invalidity or unenforceability of any provision(s) of this agreement shall in no way affect the validity or enforceability of any other provision(s).

**XXV.
COUNTERPARTS**

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts together shall constitute but one and the same instrument.

**XXVI.
INSURANCE**

Each party shall be responsible for maintaining fire, extended coverage, and vandalism and malicious mischief insurance on the property owned by it and made available to the other during the term of this agreement. Board and Town hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on their respective properties.

In addition, each party shall maintain a policy of comprehensive general liability insurance with a minimum limit of liability of one-million dollars (\$1,000,000.00) for bodily injury and for property damage and, an umbrella liability policy with a minimum limit of a liability of one-million dollars (\$1,000,000.00), to be effective while it is using the property of the other pursuant to this agreement. Within fifteen (15) days after the date hereof, each party shall deliver to the other certificates of insurance certifying that the insurance specified in this paragraph is in full force and effect. Such policies shall contain contractual coverage or name the parties to this agreement as the insured's. All insurance shall be effected by valid and enforceable policies issued by insurers of recognized responsibility; and all such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be cancelled without at least thirty (30) days' prior written notice to the parties.

**XXVII.
NOTICES**

Every notice, approval, consent or other communication authorized or required by this agreement shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested. (a) If intended for Town, it shall be addressed to:

Ms. Maria Stroupe, Manager
Town of Dallas
210 N. Holland Street
Dallas, North Carolina 28034

and (b) if intended for Board shall be addressed to:

Chad Duncan
Director of Athletics
The Gaston County Board of Education
P.O. Box 1397
Gastonia, NC 28053

or to such other address or to such other person, firm or corporation as either party may designate by notice given from time to time in accordance with this Article XXVII. Any notice given in accordance with the provisions of this Article shall be deemed to have been given as of the date such notice shall have been placed in the United State Postal Service.

XXVIII.
LIST OF CURRENT OFFICIALS

Each party will keep posted with the other a current list of all officials of Town and Board who are in any way involved in the implementation of this agreement.

IN WITNESS WHEREOF, Town and Board have executed this agreement the day and year first above written.

TOWN OF DALLAS

By _____
Mayor

ATTEST: _____
Town Clerk

THE GASTON COUNTY BOARD OF EDUCATION

By _____
Chairman

ATTEST: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF GASTON

This _____ day of _____, 20____, _____
personally appeared before me, _____ who
being duly sworn by me says that he/she knows the common seal of
the Town of Dallas and is acquainted with _____,
who is the Mayor and presiding member of municipal corporation;
and that he/she saw the said Mayor sign the foregoing instrument
and saw the said common seal of said municipal corporation
affixed to said instrument by said Mayor, and that he/she, the
same signed his/her name in attestation of said agreement in the
presence of said Mayor of said municipal corporation.

Witness my hand and notarial seal, this the day and year
first above written

Notary Public

My Commission Expires: _____.

* * * * *

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public, do hereby
certify that **W. Jeffrey Booker**, personally appeared before me
this day, who being by me duly sworn, says that he knows the
common seal of The Gaston County Board of Education, a corporate
body, and is acquainted with **Brent Moore**, who is the Chairman
and presiding member of said corporate body, and that he, the
said **W. Jeffrey Booker**, is the Secretary of said corporate body
and saw the Chairman sign the foregoing instrument in the name
of said corporate body, and saw the said common seal of said
corporate body affixed to said instrument by said Chairman of
said corporate body.

Witness my hand and notarial seal, the _____ day
of _____, 20____.

Notary Public

My Commission Expires: _____.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Resolution Awarding Vehicle Financing to BB&T

AGENDA ITEM NO. 5C

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

As provided for in the FY2019-20 budget, the Town is purchasing a small trash truck and a replacing #336 bucket truck at a total cost of \$278,862.00. Requests for financing quotes were distributed and BB&T Governmental Financing submitted the lowest interest rate quote (see attached).

Quotes were received for six year and eight year terms. Staff is recommending awarding the financing to BB&T Governmental Financing for a loan with a six year term at an annual interest rate of 2.39%. The interest rate for an eight year term would be 2.47%. Based on the cost of the vehicles, the debt payments would be split between General Fund (52.6%) and the Electric Fund (47.4%). This would result in annual payments \$50,441.30, broken out as follows: \$26,532.12 from the Solid Waste Department and \$23,909.18 from the Electric Department.

In order to proceed with the financing, a resolution approving the terms must be executed. Attached is the resolution approving the financing terms with BB&T Governmental Financing for the purchase of two utility vehicles.

MANAGER RECOMMENDATION: Adopt the resolution approving financing terms with BB&T Governmental Financing, as presented.

BOARD ACTION TAKEN:

Resolution Approving Financing Terms

WHEREAS, The Town of Dallas, NC (“Borrower”) has previously determined to undertake a project for the financing of vehicles and equipment (the “Project”), and the Finance Officer has now presented a proposal for the financing of such project; and

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”) in accordance with the proposal dated September 13, 2019. The amount financed shall not exceed \$278,862.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.39%, and the financing term shall not exceed 6 years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the BB&T financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Adopted this the 8th day of October, 2019.

Rick Coleman, Mayor

Attested by:

Da’Sha Leach, Town Clerk

Town of Dallas Estimated Payment Schedule

Nominal Annual Rate: 2.390%

Event	Date	Amount	Number	Period	End Date
1 Loan	9/13/2019	278,862.00	1		
2 Payment	9/13/2020	50,441.30	6	Annual	9/13/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	9/13/2019				278,862.00
2020 Totals		0.00	0.00	0.00	
1	9/13/2020	50,441.30	6,664.80	43,776.50	235,085.50
2021 Totals		50,441.30	6,664.80	43,776.50	
2	9/13/2021	50,441.30	5,618.54	44,822.76	190,262.74
2022 Totals		50,441.30	5,618.54	44,822.76	
3	9/13/2022	50,441.30	4,547.28	45,894.02	144,368.72
2023 Totals		50,441.30	4,547.28	45,894.02	
4	9/13/2023	50,441.30	3,450.41	46,990.89	97,377.83
2024 Totals		50,441.30	3,450.41	46,990.89	
5	9/13/2024	50,441.30	2,327.33	48,113.97	49,263.86
2025 Totals		50,441.30	2,327.33	48,113.97	
6	9/13/2025	50,441.30	1,177.44	49,263.86	0.00
2026 Totals		50,441.30	1,177.44	49,263.86	
Grand Totals		302,647.80	23,785.80	278,862.00	

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Town Events – Trick or Treat on the Square and Veteran’s Day Event

AGENDA ITEM NO. 5D

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

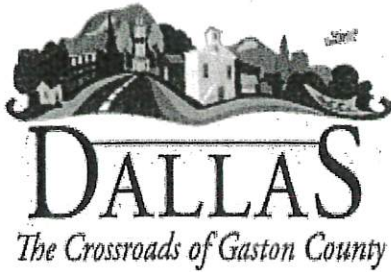
Attached is the event application sheet for the next two Town-Sponsored events.

Trick or Treat on the Square will be held on Thursday, October 31st from 5:00 – 7:00 pm, as in the past. This will be the 13th year for the event.

The Veteran’s Day Event will be held on Tuesday, November 12th at 10:00 am in the monument area of the Court Square. Light refreshments will be served as we honor the service of our veterans.

MANAGER RECOMMENDATION: Approve the two Town-sponsored events as presented.

BOARD ACTION TAKEN:



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. The applicant is responsible for notifying the Town of Dallas of any changes. **A complete application must be submitted by no later than 5:00 p.m. on the Tuesday preceeding the date of the Board meeting at which the event is to be approved, for an event which is to occur no sooner than 14 days following its date of approval.**

APPLICATION INFORMATION

Name of Event:	Trick or Treat on the Square		
Facility Requested:	100-300 Block of W Main St/ 100 Block of S Holland/ Court Square		
Applicant Name:	Sarah Turner		
Organization:	Dallas Police Department		
Mailing Address:	207 W Church St		
City / State / Zip:	Dallas NC 28034		
Daytime Phone:	704-922-3116	Cell:	
		E-Mail:	sturner@dallasnc.net
Description of the Event:	Town and local business sponsored Trick or Treat event		
Does the event have a Facebook, Twitter, or other social networking page:	no		
If yes, please list URL(s):	NA		
Date (s) Requested for Event:	10/31/20019		
Event Start Time:	5pm	Event End Time:	7pm
Road Closure Time Begins (if applicable):	3:30pm	Road Closure Time Ends:	7:15pm
Set Up Begins:	3:30pm	Set Up Ends:	7:15pm
Preferred Date & Time of Inspection (if required):	NA		
Estimated Attendance:	2500+		
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:			
I have spoken to all participants and verbally discussed general rules and practices if this event.			

Applicant's Signature: Date: 09/30/19

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



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, The applicant is responsible for notifying the Town of Dallas of any changes. A complete application must be submitted by no later than 5:00 p.m. on the Tuesday preceding the date of the Board meeting at which the event is to be approved, for an event which is to occur no sooner than 14 days following its date of approval.

APPLICATION INFORMATION

Name of Event:	Veteran's Day Event		
Facility Requested:	Court Square		
Applicant Name:	Garrett Lowery		
Organization:	Town of Dallas		
Mailing Address:	210 N. Holland St.		
City / State / Zip:	Dallas, NC 28034		
Daytime Phone:	704-922-3176	Cell:	
		E-Mail:	
Description of the Event:	Event to honor veterans on the Court Square		
Does the event have a Facebook, Twitter, or other social networking page:			
	No		
If yes, please list URL(s):			
Date (s) Requested for Event: Tuesday, November 12, 2019			
Event Start Time:	10:00 AM	Event End Time:	11:00 AM
Road Closure Time Begins (if applicable):		Road Closure Time Ends:	
Set Up Begins:	8:30 AM	Set Up Ends:	10:00 AM
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	100		
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:			
No outside vendors or exhibitors			

Applicant's Signature: Garrett Lowery Date: 10/2/19

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

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Uncollectable Accounts in the Amount of \$11,215.45 to be Submitted to NC Debt Setoff

AGENDA ITEM NO. 5E

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

For authorization are uncollectable accounts from the months of June 2019 – July 2019. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied.

(The individual account listing that generates the total uncollectable amount due are considered by State statute to be confidential information.)

MANAGER RECOMMENDATION: To authorize uncollectable accounts totaling \$11,215.45 be submitted to the NC Debt Setoff Program.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Non-Conforming Uses Text Amendment (Continued)

AGENDA ITEM NO. 6A

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

This item is continued from the September 10th meeting.

The Planning Board has requested and recommended a text amendment to our Non-Conforming Uses text to expand the allowances for non-conforming uses within our B-3 Central Business District.

Our current text states that a non-conforming use of any building or structure which is damaged to an extent exceeding 50% of its then reproduction value, exclusive of foundations, by fire, flood, explosion, earthquake, war, riots or Act of God, shall be discontinued, and such building or structure shall thereafter be used only in conformance with the provisions of the zone in which located.

The proposed amendment would allow current non-conforming uses that located within B-3 that have been in operation for 5+ years to resume activities at their current location in the event of damages to the building or structure- regardless of the extent, as long as the use was resumed within 9 months.

MANAGER RECOMMENDATION: Approve the Text Amendment as presented.

BOARD ACTION TAKEN:

Consistency Statement: Non-Conforming Uses

The proposed text amendment to 153.045 is consistent with the 2014 Town Center Plan as it protects long-standing small independent businesses that help to provide a "sense of place" to Dallas' historic Town Square, and is therefore deemed reasonable and in the public's best interest.

The proposed text amendment to 153.045 is also consistent with the 2003 Land Use Plan as the continued use of structures on Town Square adds to the economic vitality of the area while honoring the historic character of these businesses and the structures they are contained within, and is therefore deemed reasonable and in the public's best interest.

Curtis Wilson

Curtis Wilson, Chairman

8/13/19

Date

§ 153.045 NON-CONFORMING USES, BUILDINGS AND STRUCTURES.

(A) Non-conforming uses.

(1) A non-conforming use shall not be extended; except, however, a non-conforming use of any building may be extended to any portion or portions of said building which were at the time such use became non-conforming manifestly arranged or designed for such use.

(2) No structural alterations shall be made in a building housing a non-conforming use, except those required by law or ordinance or ordered by an authorized officer to secure the safety of the building.

(3) The non-conforming use of any building or structure which is damaged to an extent exceeding 50% of its then reproduction value, exclusive of foundations, by fire, flood, explosion, earthquake, war, riots or Act of God, shall be discontinued, and such building or structure shall thereafter be used only in conformance with the provisions of the zone in which located.

a) Any non-conforming use in existence 5 years prior to October 8, 2019 that is located within the B-3 Central Business District may continue to operate as its current non-conforming use in the event that the building or structure housing the non-conforming use is damaged, regardless of the extent, as long as a zoning and building permit as required for rehabilitation to resume operations is obtained within 9 months of the damage occurrence.

(4) A non-conforming use shall not be changed to any but a conforming use. When a non-conforming use has been changed to a conforming use it shall not be changed again to any non-conforming use.

(5) No changes shall be made in the landscaping, grading of the lot, or external appearances of a non-conforming use without the grant by the Board of Adjustment of a special exception authorizing such change. The Board shall grant such an exception only upon an affirmative finding that the proposed change will have no adverse effect upon neighboring properties or upon the public and safeguards upon any such special exception which it grants for the further protection of neighboring properties in the public welfare.

(B) Non-conforming buildings or structures. Non-conforming buildings or structures shall be allowed to remain subject to the following provisions:

(1) A non-conforming building or structure shall not be extended unless such extension shall comply with all the requirements of this chapter for the zone in which it is located.

(2) A non-conforming building or structure which is damaged to an extent exceeding 75% of its then reproduction value, exclusive of foundation by fire, flood, explosion, earthquake, war, riot or Act of God, shall not be reconstructed except in conformance with the provisions of this chapter.

(3) Non-conforming signs or billboards shall be eliminated or changed to conform with the provisions of this chapter within 18 months of the date such signs or billboards become non-conforming.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Decriminalization of Zoning Ordinances

AGENDA ITEM NO. 6B

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

Note: In September, The Board of Alderman approved a transition to civil penalties for nuisance violations. This proposed amendment ensures consistent enforcement practices across our ordinances as much as is feasible.

The Development Services Director is requesting a transition from criminal enforcement of the Town's zoning ordinances to civil enforcement, which requires the approval of several text amendments.

Currently, most of our ordinances read that violators shall, upon conviction, be guilty of a misdemeanor and subject to a fine not to exceed \$50 or imprisonment not to exceed 30 days, and each day that any of the provisions violated shall constitute a separate offense.

A transition to civil penalties would allow Development Services to handle both the notice and penalty of these violations. Since civil penalties can accrue daily until cleanup occurs, and are collectable in a variety of methods including court action, NC Debt Setoff, and/or property liens, staff anticipates increased compliance with the necessary abatement of violations.

The Planning Board is recommending approval with the following consistency statement:
The proposed update of the Town's enforcement ordinances guiding land use-minimum housing, floodplain administration, subdivision, and zoning- is consistent with the adopted 2003 Land Use Plan in order to maintain and enhance the Town's aesthetic qualities and physical character. These text amendments are therefore deemed reasonable and in the public's best interest in order to ensure compliance with the Town of Dallas' Code of Ordinances guiding land use and development regulations.

MANAGER RECOMMENDATION: Approve the text amendments as presented.

BOARD ACTION TAKEN:

§ 150.22 ENFORCEMENT OF ZONING REGULATIONS.

- (A) Zoning permit required. No **use**, 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 Administrator
- (1) Any and all persons so designated to enforce this Ordinance shall be referred to as the "Administrator."

(B) If the work does not fall under the requirements of a zoning permit, the town's Development Services Director shall issue a letter exempting the applicant from a zoning permit, although the applicant may still be subject to obtaining a building permit from Gaston County, according to §§ [150.08](#) and [150.21](#).

(C) Failure to comply with any provision of this Ordinance is hereby declared unlawful. The following remedies and enforcement powers may be used to administer and enforce this Ordinance:

- 1. The Administrator may withhold all permits or approvals if there is:
 - a. A repeat violation of this Ordinance; or
 - b. There is a condition or qualification of approval granted by a permit issuing body that has not been met.**

- 2. The Administrator may deny or withhold all permits, certificates, or other forms of authorization on any land or structure or improvements owned or being developed by a person who owns, developed or otherwise caused an uncorrected repeat violation of this Ordinance. This provision shall apply whether or not the property for which the permit or other approval is sought is the property in violation.**

- 3. Any zoning permit or other form of authorization stipulated under this Ordinance may be revoked for any reason set forth in G.S. 160A-422.**

- 4. With or without revoking permits, the Administrator may order that work be stopped on any land or structure on any land on which there is an uncorrected violation of a provision of this Ordinance or of a permit or other form of authorization issued hereunder, in accordance with the power to stop work pursuant to G.S. 160A-421. The stop work order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons thereof, and the conditions under which the work may be resumed.**

- 5. Where a violation of this Ordinance involves a failure to comply with approved plans or conditions to which the approval of such plans was made subject, the Administrator may, upon notice to the applicant and other known parties in interest (including any holders of building permits affected), revoke the plan approval pursuant to G.S. 160A-422. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.**

- 6. All violations of this section shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay**

the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions issued from a court of competent jurisdiction as outlined in 153.999.

6. The Administrator may impose penalties as called for in Section 153.999, and each day's continuing violation shall be a separate and distinct offense.

§ 150.36 EXERCISE OF POLICE POWER; FINDING; PURPOSE.

(A) Pursuant to G.S. § 160A-441, it is hereby found and declared by the Board of Aldermen of the town that there exist in the town dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering the dwellings unsafe or unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the town.

(B) In order to protect the health, safety and welfare of the residents of the town as authorized by G.S. § 160A-19-6, it is the purpose of this subchapter to establish minimum standards of occupancy of all buildings used for human habitation as expressly authorized by G.S. § 160A-444, and to provide procedures for the repair, closing and demolition of buildings not conforming to the minimum standards of fitness, as expressly authorized by G.S. § 160A 441.

(C) All violations of this section that are not remedied by the deadline given through an order of repair, alteration and improvement, or vacancy, closing and removal or demolition shall subject the offender to a civil penalty to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within 30 days following the given deadline.

(D) Each day that the occupancy of the same after the time prescribed in the order of its repair, alteration and improvement, or its vacancy, closing and removal or demolition continues after the prescribed time shall constitute a separate and distinct offense as outlined in 150.99.

(E) Violations of this chapter may also be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction issued from a court of competent jurisdiction as outlined in 150.99.

(F) Each day's continuing violation shall be a separate and distinct offense, and subject to penalties as outlined in 150.99.

§ 150.99 PENALTY.

~~(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.~~

~~(B) It shall be unlawful for the owner of any unsafe building to fail, neglect or refuse to repair, alter and improve the same; or to fail to vacate, close and remove or demolish the same, upon order of the Housing Inspector duly made and served as herein provided, within the time specified in the order, and each day that the failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any unsafe building with respect to which an order has been issued pursuant to § 150.46 to occupy or permit the occupancy of the same after the time prescribed in the order of its repair, alteration and improvement, or its vacancy, closing and removal or demolition, and each day that the occupancy of the same after the time prescribed in the order of its repair, alteration and improvement, or its vacancy, closing and removal or demolition continues after the prescribed time shall constitute a separate and distinct offense.~~

~~(C) The violation of any provision of this Code shall constitute a misdemeanor, as provided by G.S. § 14-4.~~

§ 150.99 PENALTY. NEW

(A) It shall be unlawful for the owner of any unsafe building to fail, neglect or refuse to repair, alter and improve the same; or to fail to vacate, close and remove or demolish the same, upon order of the Housing Inspector duly made and served as herein provided, within the time specified in the order, and each day that the failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense.

(B) It shall be unlawful for the owner of any unsafe building with respect to which an order has been issued pursuant to § 150.46 to occupy or permit the occupancy of the same after the time prescribed in the order of its repair, alteration and improvement, or its vacancy, closing and removal or demolition, and each day that the occupancy of the same after the time prescribed in the order of its repair, alteration and improvement, or its vacancy, closing and removal or demolition continues after the prescribed time shall constitute a separate and distinct offense.

(C) Any person, firm or corporation violating any of the provisions of this chapter for which no other penalty is provided, or failing or neglecting or refusing to comply with same, shall be subject to a **civil penalty in the amount of \$100** after the given time to correct expires.

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

(E) The violator shall contact Town Hall for a re-inspection once the violation is remedied in order to stop the accrual of civil penalties. This penalty may be recovered by the Town in a civil action in the nature of debt if the violation persists 30 days after the violator(s) have been cited for violation of the ordinance, or if a balance remains unpaid after a final invoice is mailed.

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

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

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

§ 151.23 CORRECTIVE PROCEDURES.

(A) *Violations to be corrected.* When the Floodplain Administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in the notification.

(B) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(1) The building or property is in violation of the floodplain management regulations;

(2) A hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(3) Following the hearing, the Floodplain Administrator may issue an order to alter, vacate or demolish the building; or to remove fill as applicable.

(C) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of this chapter, they shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days, nor more than 180 calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, they may order that corrective action be taken in a lesser period as may be feasible.

(D) *Appeal.*

(1) Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the Clerk within ten days following issuance of the final order.

(2) In the absence of an appeal, the order of the Floodplain Administrator shall be final.

(3) The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(E) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be ~~guilty of a misdemeanor and shall be punished at the discretion of the court.~~ **subject to a civil penalty. This civil penalty may be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in 151.99.**

(E) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in 151.99.

§ 151.99 PENALTY.

(A) Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor.

(B) Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$50 or imprisoned for not more than 30 days, or both.

(C) Each day the violation continues shall be considered a separate offense.

(D) Nothing herein contained shall prevent the town from taking other lawful action as is necessary to prevent or remedy any violation.

§ 151.99 PENALTY (NEW)

(A) Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this chapter, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, is unlawful and shall constitute a violation of this chapter.

(1) Any person, firm or corporation violating any of the provisions of this chapter, for which no other penalty is provided, or failing or neglecting or refusing to comply with same, shall be subject to a **civil penalty as follows** after the given time to correct expires, or after the first 10 calendar days following the Notice of Violation where not otherwise specified.

- a. Any violation occurring once within a 12-month period shall be considered a first offense, and the violator shall be subject to a civil penalty of one hundred dollars (\$100.00) for each day that the violation remains on the property.
- b. Any violation reoccurring on the same property by the same violator more than once within a 24-month period shall be considered a repeat offense provided the reoccurrence is a violation of the same Section of this Ordinance. A notice of violation shall be issued by the Administrator and shall have an immediate civil penalty of three hundred dollars (\$300.00).

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

(3) The violator shall contact Town Hall for a re-inspection once the violation is remedied in order to stop the accrual of civil penalties. This penalty may be recovered by the Town in a civil action in the nature of debt if the violation persists 30 days after the violator(s) have been cited for violation of the ordinance, or if a balance remains unpaid after a final invoice is mailed.

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

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

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

§ 152.005 COMPLIANCE WITH CHAPTER REQUIRED.

(A) All plats for the subdivision of land shall conform to the requirements of this chapter, and shall be submitted in accordance with the procedures and specifications established herein.

(B) All violations of this section shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 72 hours after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions issued from a court of competent jurisdiction as outlined in 152.999.

(C) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in 152.999.

§ 152.999 PENALTY.

~~—(A) (1) After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the territorial jurisdiction of this chapter, thereafter subdivides his or her land in violation of this chapter or transfers or sells land by reference to, exhibition of or any other use of a plat showing a subdivision of land before the plat has been properly approved under the terms of this chapter and recorded in the County Deeds office, shall be guilty of a misdemeanor.~~

~~—(2) The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty.~~

~~—(3) The town, through its attorney or other official designated by the Town Board of Aldermen, may enjoin an illegal subdivision, transfer or sale of land by action for injunction.~~

~~—(4) Further, violators of this chapter shall be subject, upon conviction, to fine and/or imprisonment as provided by G.S. § 14-4.~~

~~—(B) In addition to the other remedies cited in this chapter for the enforcement of the provisions of this chapter, the regulations and standards contained in this chapter may be enforced through the issuance of citations by the Subdivision Administrator.~~

~~—(1) These citations shall be in the form of a civil penalty.~~

~~—(2) The county may recover this penalty in a civil action in the nature of a debt if the offender does not pay the penalty within 72 hours after being cited for a violation. In addition, failure to pay the civil penalty within 72 hours may subject the violator to criminal charges.~~

~~—(3) The following civil penalties are established for violations under this section.~~

Warning citation	Correct violation within ten days
First citation	\$10
Second citation for same offense	\$25
Third and subsequent citation for same offense	\$50

~~—(4) These civil penalties are in addition to any other penalties, which may be imposed by a court for violation of the provisions of this chapter.~~

~~(5) Violations of the provisions of this chapter shall not be considered a misdemeanor pursuant to G.S. § 14-4.~~

(Ord. passed 1-16-2001)

§ 152.999 PENALTY. (NEW)

(A) (1) After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the territorial jurisdiction of this chapter, thereafter subdivides his or her land in violation of this chapter or transfers or sells land by reference to, exhibition of or any other use of a plat showing a subdivision of land before the plat has been properly approved under the terms of this chapter and recorded in the County Deeds office, shall be found in violation of this chapter.

(2) The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from violation of this Chapter. The Town, through its attorney or other official designated by the Board of Alderman, may enjoin an illegal subdivision, or transfer or sale of land by action for injunction. Building permits required by G.S. 160A-417 may be denied for any lot that has been illegally subdivided.

(B) (1) In addition to the other remedies cited in this Ordinance, for the enforcement of the provisions of the Ordinance, the regulations and standards contained in this Ordinance may be enforced through the issuance of citations by the Town. These citations shall be in the form of a civil penalty. The Town may recover this penalty in a civil action in the nature of a debt if the offender does not pay the penalty within seventy-two (72) hours after being cited for a violation. The following civil penalties are established for violations under this section:

Warning Citation	Correct violation within ten (10) days
First Citation	\$50.00 fine plus correct violation within ten (10) days
Second Citation	\$100.00 fine plus correct violation within ten (10) days
Third and Subsequent Citations	\$250.00 fine plus correct violation within ten (10) days
Each continuing day in violation after 3 rd citation	\$50 per day

(2) These civil penalties are in addition to any other penalties, which may be imposed by a court for violation of the provisions of this chapter.

(C) Violations of the provisions of this chapter shall not subject the violator to a criminal penalty or be considered a misdemeanor pursuant to G.S. § 14-4.

§ 153.003 ZONING AFFECTS EVERY BUILDING AND USE.

Except as hereinafter provided:

~~—(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.~~

~~—(B) No building shall be erected or altered so as to exceed the height limits, to accommodate or house a greater number of families, to occupy a greater percentage of the lot area, or to have narrower or smaller rear yards, front yards, or side yards than are required of specified in the regulations herein for the zone in which it is located.~~

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

§ 153.003 ZONING AFFECTS EVERY BUILDING AND USE. (NEW)

Except as hereinafter provided:

(A) It shall be deemed unlawful to erect, construct, reconstruct, alter, maintain, expand, move or use any building, structure or sign or engage in development or subdivision of land contrary to the provisions of this Ordinance and in conformity with the regulations herein for the zone in which it is located. Any of the following shall be a violation of this Ordinance and shall be subject to the remedies and penalties provided for in this Ordinance:

- (1) To place any use, structure, or sign upon land that is subject to this Ordinance without all of the approvals required by this Ordinance.
- (2) To erect, construct, reconstruct, remodel, alter, maintain, move, or use any building, structure or sign, or to engage in development or subdivision of any land contrary to any zoning, subdivision, sign or other regulation contained in this Ordinance.
- (3) To engage in any subdividing, development, construction, remodeling or other activity of any nature upon land that is subject to this Ordinance without all of the approvals required by this Ordinance.
- (4) To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with the terms and conditions of any permit, approval, certificate or other form of authorization required in order to engage in such activity.
- (5) To violate, by act or omission or otherwise, any term, condition, or qualification placed by a decision-making body upon any permit or other form of authorization.
- (6) To reduce or diminish any lot area so that the setbacks or open spaces shall be smaller than prescribed by this Ordinance.
- (7) To increase the intensity of use of any land or structure, except in accordance with the procedural requirements and substantive standards of this Ordinance.
- (8) To accommodate or house a greater number of families than is allowable in the prescribed zoning district.
- (9) To fail to perform any act as required, or the performance of any act is prohibited, or a failure to comply whenever any regulation or limitation is imposed on the use of land and water, or on the erection of a structure
- (10) To remove, deface, obscure or otherwise interfere with any notice required by this Ordinance.

(11) To otherwise undertake any development or to establish any use in a manner which does not comply with this Ordinance.

(B) Enforcement of this section shall be in compliance with 150.22 "Enforcement of Zoning Regulations".

(1) All violations of this section shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within 30 days after he has been cited for violation of the ordinance, and may be enforced by an appropriate equitable remedy including but not limited to injunctions and orders of abatement issued from a court of competent jurisdiction as outlined in 153.999.

(2) Each day's continuing violation shall be a separate and distinct offense, and is subject to penalties as outlined in 153.999.

§ 153.999 PENALTY.

~~—Any person, firm or corporation who violates the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor and shall be fined not exceeding \$50 or imprisoned not exceeding 30 days. Each day that violation continues to exist shall be considered a separate offense.~~

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

§ 153.999 PENALTY. (NEW)

(A) This Ordinance may be enforced by any means or any remedy provided for in G.S. 160A-175 and 160A-389 unless otherwise expressly prohibited in this section. In addition, the Town may seek a mandatory or prohibitory injunction and an order of abatement commanding the responsible person(s) to correct the unlawful condition or cease the unlawful use of the subject premises. Penalties are cumulative, and the Town may pursue any or all of the same either individually or simultaneously at its discretion.

(B) For the purposes of this chapter, responsible person(s) shall include but not be limited to:

(1) An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this chapter, or fails to take appropriate action, so that a violation of this chapter results or persists.

(2) The owner of the land on which the violation occurs, any tenant or occupant of the property, any person, entity, agency, or association who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, development of the property.

(C) Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this chapter, or the terms or conditions of any permit or other development approval or authorization granted pursuant to this chapter, is unlawful and shall constitute a violation of this division.

(a) Any person, firm or corporation violating any of the provisions of this section, including both property owner and/or tenant, for which no other penalty is provided, or failing or neglecting or refusing to comply with same, shall be subject to a **civil penalty as follows** after the given time to correct expires, or after the first 10 calendar days following the Notice of Violation where not otherwise specified.

(B) Any violation occurring once within a 12-month period shall be considered a first offense, and the violator shall be subject to a civil penalty of one hundred dollars (\$100.00) for each day that the violation remains on the property.

(C) Any violation reoccurring on the same property by the same violator more than once within a 24-month period shall be considered a repeat offense provided the reoccurrence is a violation of the same Section of this Ordinance. A notice of violation shall be issued by the Administrator and shall have an immediate civil penalty of three hundred dollars (\$300.00).

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

(b) The violator shall contact Town Hall for a re-inspection once the violation is remedied in order to stop the accrual of civil penalties. This penalty may be recovered by the Town in a civil action in the nature of debt if the violation persists 30 days after the violator(s) have been cited for violation of the ordinance, or if a balance remains unpaid after a final invoice is mailed.

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

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

(D) *Stormwater*: Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, BMP, practice, or condition in violation of this division shall be subject to the remedies, penalties, and/or enforcement actions outlined below.

(1) The stormwater administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(2) As long as a violation of this division continues and remains uncorrected, the Town may deny any request for permit or development approval or authorization provided for by this division or the zoning ordinance for the land on which the violation occurs.

(3) The stormwater administrator, with the written authorization of the Town manager, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this division. Any person violating this division shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

(4) If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by G.S. 160A-193, the stormwater administrator, with the written authorization of the city manager, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(5) The stormwater administrator may issue a stop work order to the person(s) violating this division. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

(6) *Civil penalties*. Violation of this division may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the stormwater administrator. Civil penalties may be assessed up to the full amount of penalty to which the city is subject for violations of its Phase II stormwater permit, in addition to the penalties as outlined in 153.999 (C).

(7) *Revocation of credits*. For any site, development, or other property that receives a credit against the stormwater fee as a benefit of ownership, possession, or maintenance

of any structural BMP, violation of this division may be enforced by revocation of that credit. Such revocation shall be effective as of the date of the violation. The violator shall be eligible for all applicable credits upon the abatement of the violation.

(8) The remedies and penalties provided for violations of this division shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(E) *Fire Protection and Fire Prevention:* A violation of the fire prevention code which is deemed by the fire official to pose an immediate threat to public life, health or safety shall subject the violator to a civil penalty of \$100.00. Any other violation of the fire prevention code shall subject the violator to a civil penalty of \$50.00.

(1) Upon discovery of a violation posing an immediate and serious threat to public life, health or safety, the fire official may issue a citation to the violator with no prior warning or notice to the violator.

(2) If a violation is not deemed to pose an immediate threat to public life, health or safety, a written notice of violation shall be personally delivered or sent by United States certified mail to the violator. Such notice shall set forth the nature of the violation, direct that such violation be corrected within a specified period of time, not to exceed ten days, and inform the violator of the consequences of the failure to comply. The penalties and remedies provided herein may not be invoked until after the compliance period has expired.

(3) Each day's continuing violation after the compliance period has expired shall constitute a separate and distinct offense.

(4) Upon expiration of the compliance period, the fire official may issue a civil citation to the violator. If the violator fails to pay the penalty within ten calendar days after being cited for a violation, the penalty may be recovered by the city in a civil action in the nature of a debt.

(5) Notwithstanding subsection (a) above, the provisions of this chapter may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.

(F) **Enforcement:**

(1) Whenever the Administrator has reason to believe that a person is violating any of the provisions of this Ordinance or any plan, order, or condition that has been approved, issued, or imposed pursuant to this Ordinance, the Administrator shall notify that person of this violation.

(2) Except as provided above, no penalty shall be assessed pursuant to this Ordinance unless and until the person alleged to be in violation has been notified of the violation in accordance with this chapter, with the exception of violation of a stop work order or illegal placement of a sign in a public street right-of-way. In the case of stop work orders, violations shall be subject the violator to immediate imposition of a penalty. In the case of a sign illegally placed in a public street right-of-way, the Administrator shall be authorized to remove such sign immediately without notice.

(3) The notice of violation shall describe the violation, shall identify the provision(s) of this Ordinance that are alleged as having been violated, shall specify what actions must be taken to correct the violation, shall direct the person to correct the violation within a specified period of time, and shall warn that more severe measures may be brought

against the person if he fails to take appropriate and timely actions to cure or correct the violation. The notice shall also state that the alleged violator or property owner shall have a period of up to fifteen (15) days from the date the notice was received to either correct the situation or appeal the Administrator's decision to the Board of Adjustment. Depending on the nature of the violation, the Administrator may grant one or more extension of time to cure or correct said violation. Such extension of time shall not be granted unless the alleged violator or property owner can demonstrate to the Administrator that the violation cannot be cured or corrected within the time period specified in the notice of violation due to extraordinary circumstances or to circumstances beyond the control of the alleged violator or property owner.

(4) If the violation is corrected or cured within the time period specified by the Administrator, the City shall take no further action against the alleged violator.

(5) The Administrator may deny or withhold all permits, certificates, or other form of authorization to use or develop any land, structure, or improvement until an alleged violation and, where applicable, associated civil penalty associated with that violation are properly corrected and/or addressed. This provision shall apply whether or not the current owner applicant for the permit or other approval is responsible for the violation.

(6) Any development permit, certificate or other form of authorization required under this Ordinance may be revoked by the Administrator if it is determined that:

- a. There is a departure from the approved plans, specifications, or conditions as required under such permit.
- b. The development permits was procured by false representation.
- c. The development permit was issued in error.
- d. There is a violation of any provision of this Ordinance as it relates to such permit.

(7) The Administrator shall serve written notice of such revocation upon the alleged violator or property owner.

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

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Cemetery Ordinance Proposal

AGENDA ITEM NO. 6C

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

The Town has been contacted by a person that owns an 8-lot family plot that currently has two interments. The owner wants to sell the remaining 6 lots to another family. Currently, the Town's cemetery ordinance allows one central standing monument on a family plot (§95.05(A)). The purchasing family would like to install an additional standing monument on the plot, which is not allowed under the Town ordinance.

This item was discussed at the July 23rd Work Session. It was requested that cemetery ordinances from other Gaston County municipalities be collected and reviewed.

Upon review of other ordinances and discussion at the August 20th Board Meeting, Staff was directed to present a proposed ordinance change to remove the limitation of one standing monument per family plot.

The proposed ordinance change was discussed at the August 27th Work Session. After discussion, the Board requested that this item be brought back to the September Work Session for further discussion.

At the September Work Session there was further discussion concerning the proposed ordinance change to accommodate more than one monument per plot. After discussion, the Board requested that this item be brought back for potential ordinance revision at the October Board Meeting. Attached is a proposed ordinance change to remove the limitation on monuments.

MANAGER RECOMMENDATION: To preserve the dignity and reverence of the cemetery for future generations, and to facilitate proper maintenance; the Cemetery Superintendent and Town Manager recommend upholding the current ordinance.

BOARD ACTION TAKEN:

§ 95.05 MONUMENTS, MARKERS AND MEMORIAL ORNAMENTATION.

CURRENT

(A) Above-ground, vertical-face-etched headstones shall be referred to as “monuments”. Flush-to-ground, horizontal-top-face-etched headstones shall be referred to as “markers”. Monuments are only allowed on “family plots”, which shall comprise or more contiguous, family-related and owned individual lots. Then, only one central monument is allowed on the family plot.

PROPOSED

(A) Above-ground, vertical-face-etched headstones shall be referred to as “monuments”. Flush-to-ground, horizontal-top-face-etched headstones shall be referred to as “markers”. Monuments are only allowed on “family plots”, which shall comprise of more contiguous, family-related and owned individual lots. ~~Then, only one central monument is allowed on the family plot.~~

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Annexation Request – Ollie Way

AGENDA ITEM NO. 6D

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

NVR, Inc. and Katie Summey, owner PID#170057 (no address assigned), is petitioning for annexation into the Town of Dallas for the development of a single family residential subdivision. This parcel is considered contiguous.

The parcel is currently located outside of Town of Dallas zoning, but is adjacent to R-10 single family residential. The 2003 Future Land Use Plan highlights this specific parcel for Neighborhood and Community Business, but adjacent parcels are marked for new residential development. The Planning Board is recommending the requested zone of R-6 CDO (Cluster Development Overlay).

The developer, if successful with this annexation, intends to pursue a phased development plan to extend beyond this parcel – some of which is already located within Town limits.

At the August Board Meeting, the public hearing to consider annexation was scheduled for the October Board Meeting.

MANAGER RECOMMENDATION: Approve the annexation request as requested and assign the recommended R-6 CDO zone to the property.

BOARD ACTION TAKEN:



Welcoming families home
for over 65 years.

June 26, 2019

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

RE: Summey Property – Dallas, NC

Dear Tiffany,

Please find attached the Annexation Application signed by the Sellers of parcel 170057, a copy of the \$100 check for the application fee, a preliminary master plan, preliminary phasing and an estimation of renderings based on our current product assumptions for the community.

Based on current yield calculations by Bohler Engineering, we are estimating that Phase 1 will entail roughly 100 lots. We estimate that upon delivery of our model lot, this should take approximately two years to sell through at 50 lots per year. Upon the completion of Phase 1, we would anticipate already having Phase 2 developed and ready for construction to continue seamlessly from one Phase to the next and continue as such as we move into the additional phases per the attached plan with a rough estimation of 2 years between the site development of each phase.

To achieve the yield and absorption that we estimate for this community, we anticipate building our Simply Ryan single family detached product on Phase 1 and bringing in our Lifestyle age targeted single family detached product into Phase 2. As we develop these two product lines, internally our objective is to do so in a way in which these two products generally act as their own separate communities while coming together to share the benefits of any amenity and any fire access requirements. To achieve this, we will continue to work closely with all interested departments from the Town of Dallas and Gaston County where applicable to determine the community needs during the site planning process.

If approved, we see this community as a basis for growth in tandem with the Apple Creek Business Park to allow for safe and affordable housing in close proximity for this growing employment base. With the forthcoming growth over those planned 318 acres, companies will find comfort in knowing that their investment in this Town is not the only one. This community will allow a coming together across age ranges to allow families with differing needs to be in the same area. This community will allow workers to come home to the Town of Dallas and reinvest in the economic growth of the area.

It is our plan to focus on these first 30 acres and 100 units with the intention of obtaining consent and creating a development plan for an additional 180 acres that will eventually be annexed and rezoned to become additional phasing of this community. As I obtain those approvals, I will be able to share more

information on the exact parcels, phasing and timing as it relates to this Phase 1 opportunity. In the meantime, I seek your consideration for the annexation and rezoning of parcel 170057 for the construction of single family detached residential units.

I appreciate your time for review and consideration of this request and am glad to share what I have available in regard to more information on this proposed development.

Thank you,

A handwritten signature in black ink, consisting of a series of connected loops and peaks, characteristic of a cursive or semi-cursive style.

Nicole Frambach

Land Manger, NVR, Inc.



TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____ Contiguous Non-Contiguous

DATE: _____ 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: _____ Planned Property Use: _____

Requested Zoning: _____ R-6 CDO (Cluster Development Overlay)

To the Board of Aldermen of the Town of Dallas:

We, the undersigned owners of real property, respectfully request that the area described as

_____, DALLAS, NC 28034, further identified as

parcel ID # _____, be annexed to the Town of Dallas.

Name of petitioner/property owner: _____

Mailing Address of property owner: _____

Email Address: _____ Phone Number: _____

Attachments included with Petition:

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

Applicant Signature: _____ **Date:** _____

Received By: _____ **Date:** _____

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____ Contiguous Non-Contiguous

DATE: 6/24/19 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: R-1 Planned Property Use: Single Family

Requested Zoning: Single Family

To the Board of Aldermen of the Town of Dallas:

We, the undersigned owners of real property, respectfully request that the area described as

Legal Description	Subdivision Name	Block	Lot	Deed Book	Deed Page
		13 080	005 00 000		

, DALLAS, NC 28034, further identified as

parcel ID # 170057, be annexed to the Town of Dallas.

Name of petitioner/property owner: Petitioner: Nicole Frambach, NVR, INC.
Frances Summey Kirby and Samuel Thomas Summey

Mailing Address of property owner: Frances: 212 Whiteoaks Circle, Bluffton, SC 29910
Samuel: 103 Gordon Drive, Flat Rock, NC 28731

Email Address: Nframbac@nvrinc.com Phone Number: 704-887-3075

Attachments included with Petition:

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

Applicant Signature: Frances Summey Samuel Summey Date: 6/24/2019 6/24/2019

DocuSigned by: 3595A7CC7A8B4E1... DocuSigned by: 884A58BBE351492...

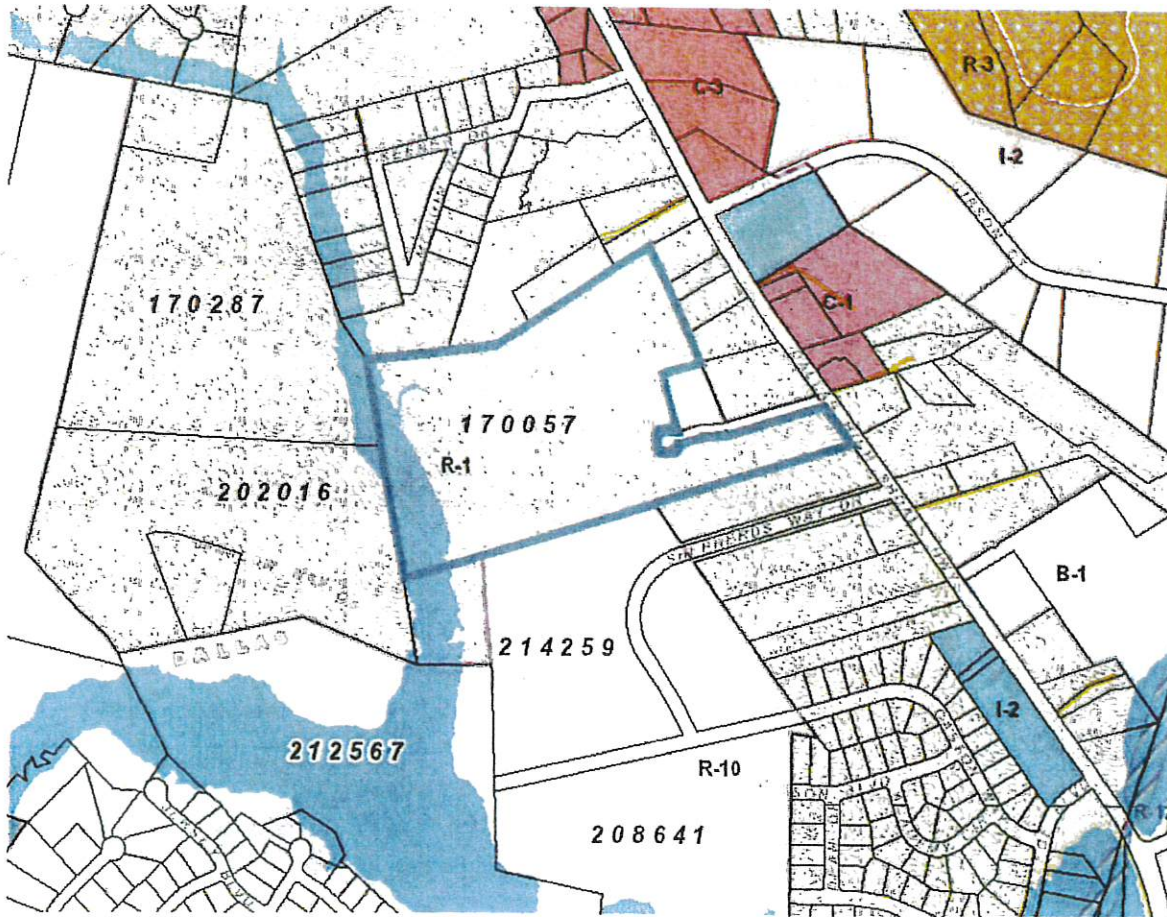
Received By: _____ Date: _____

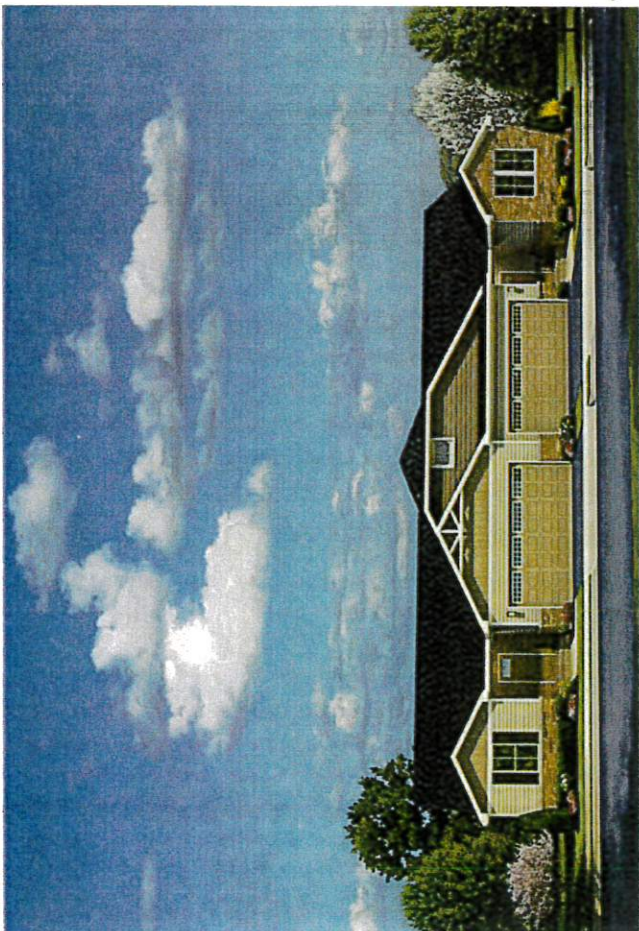
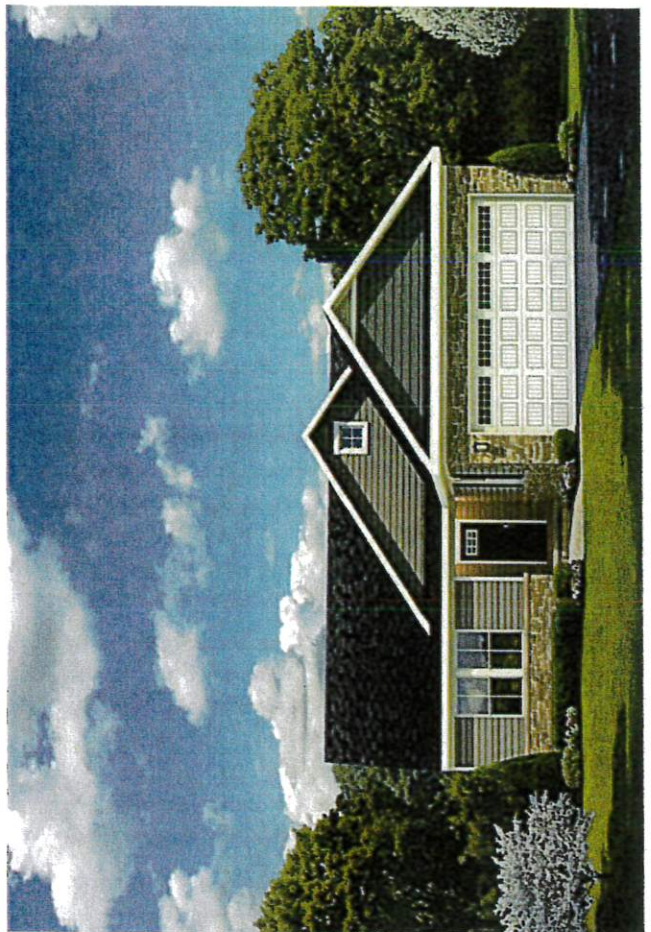
LEGAL DESCRIPTION

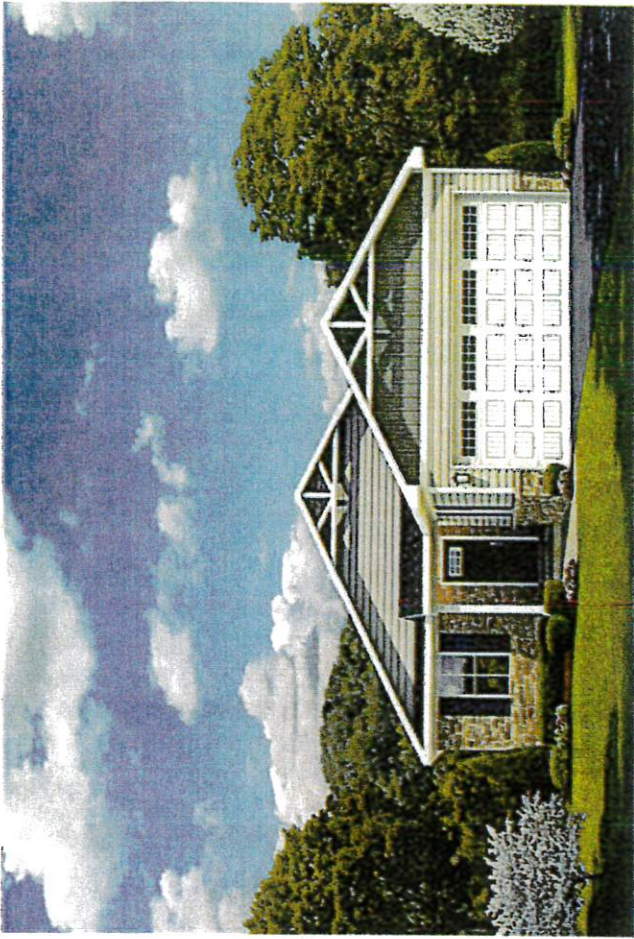
BEING that entire tract of real property owned by Grover F. Summey, which entire tract contains approximately 29.08 acres located on Dallas High Shoals Highway in Dallas Township, Gaston County, North Carolina, bearing Gaston County tax parcel identification number 3548-31-4558, all as more particularly described in the instruments recorded in Estate File No. 96-E-149 in the Office of the Clerk of Court of Gaston County and in Book 358 at Page 215 in the Gaston County Public Registry.

*Grover Francis Summey died a resident of Greenville County, South Carolina, on March 27, 2009. See Greenville County, South Carolina Estate File # 2009ES2300749 (exemplified copies of probate proceedings on file with Gaston County Clerk of Court).

The property herein above described was acquired by Grantor by instrument recorded in Deed Book 358, Page 215 in the Gaston County Public Registry and in Estate File No. 96-E-149.





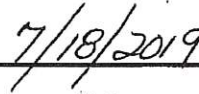


TEXT AMENDMENT CONSISTENCY STATEMENT

The proposed annexation of Parcel ID# 170057 into Town limits as R-6 Cluster District Overlay is technically inconsistent with the 2003 Future Land Use Plan's map designation as neighborhood and community business, however, this petition is deemed reasonable and in the public's best interest as this lot abuts land designated for new residential development, supports an increased demand for housing in light of Dallas' current and anticipated growth, and aligns with the 2003 Land Use Plan's recommendation for new residential to be clustered so as to preserve open space and heighten pedestrian accessibility.

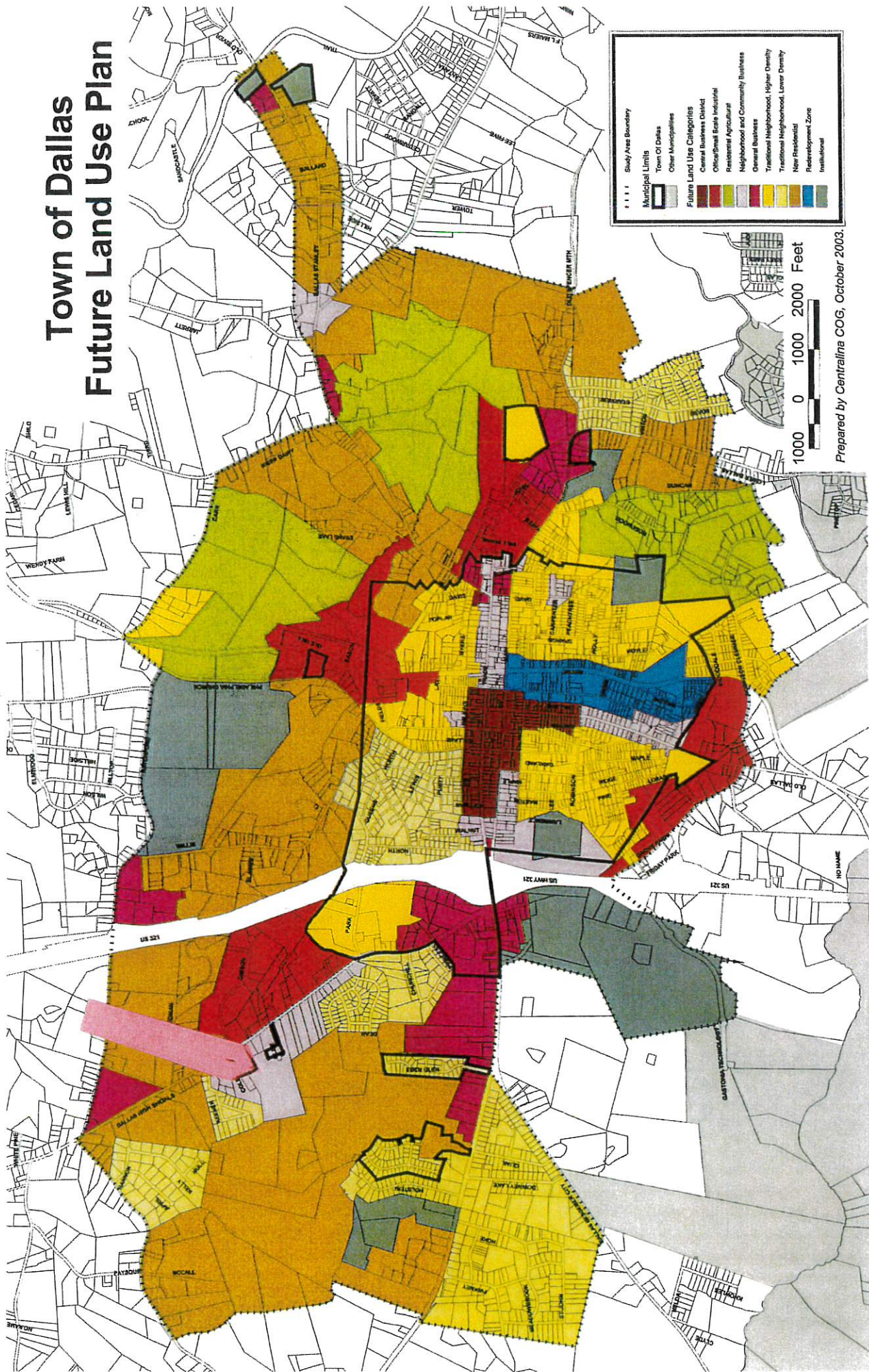


Glenn Bratton, Planning Board Co-Chairman



Date

Town of Dallas Future Land Use Plan



Prepared by Centralina COG, October 2003.

CERTIFICATE OF SUFFICIENCY

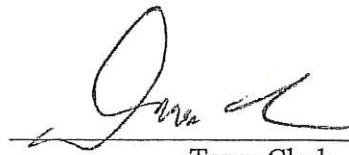
To the Board of Aldermen of the Town of Dallas, North Carolina:

I, Da'Sha Leach, Town Clerk do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 13th Day of August 2019.

SEAL




Town Clerk

Re: Summey Annexation- PID 170057

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Code Enforcement Position

AGENDA ITEM NO. 7A

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

This item was discussed at the August 27th Work Session and was placed on the agenda for the September 10th Board Meeting for action. At the September 10th Board meeting, it was requested that the item be placed on the September 24th Work Session agenda for further discussion. The item was discussed at the September 24th Work Session and is being brought back for action.

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 a budget amendment to fund the additional position for the remainder of this fiscal year.

MANAGER RECOMMENDATION: Approve the new Part-time Code Enforcement Officer Position; along with the accompanying job description and budget amendment as presented.

BOARD ACTION TAKEN:

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.

Town of Dallas
Budget Amendment

Date: October 8, 2019

Action: Community Development

Purpose: To Appropriate Funds for Part-Time Code Enforcement Officer

Number: CD-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0000	Fund Balance Appropriated	\$224,049	\$241,689	\$17,640
10	4110	0200	Salaries	\$62,101	\$75,701	\$13,600
10	4110	0250	FICA	\$3,900	\$4,743	\$843
10	4110	0251	Medicare	\$913	\$1,110	\$197
10	4110	3400	Equipment	\$120	\$1,920	\$1,800
10	4110	3500	Furnishings	\$0	\$1,200	\$1,200

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Dallas High School Apartments Managing Member Change

AGENDA ITEM NO. 8A

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

On October 31, 2002, the Town of Dallas entered into a development agreement with William Farris and Scott Redinger, Co-Managing Partners of Dallas High School Apartments LLC, to seek a \$250,000 CDBG Loan to assist the redevelopment of the Old Dallas High School as 33 Senior apartments. Later, in a Promissory Note, dated April 12, 2005, the Town loaned the LLC \$230,000 of the funds at 2% interest and a 20-year amortization rate, with only interest due each year, and a balloon payment due on December 10, 2024. The project went well and continues to be well managed, maintained, and fully occupied. In early 2015, Mr. William Farris sold his interest to Lutheran Services Carolinas (LSC) and the Town formally approved this change on May 12, 2015 within the terms of the loan agreement.

On August 15, 2019, Mr. Scott Redinger sold his interest to LSC, making them the sole managing member of the property. LSC is requesting that the Town list them as the sole managing member of the property for the promissory note on the Dallas High School Apartments.

LSC is a well-regarded, faith-based owner and operator of many quality housing facilities throughout the Carolinas and will be a worthy exclusive owner of the property. A letter approving LSC as the sole managing partner is attached. No other terms of the agreement will change as a result of the ownership change.

MANAGER RECOMMENDATION: Approve the letter of approval for Lutheran Services Carolinas becoming the sole managing member of the Dallas High School Apartments.

BOARD ACTION TAKEN:



October 9, 2019

Mayor

Rick Coleman

Aldermen

Jerry Cearley
Allen Huggins
Darlene Morrow
Stacey Thomas
Hoyle Withers

Town Manager

Maria Stroupe

Town Clerk/HR

Da'Sha Leach

Finance

Jonathan Newton

Town Attorney

J. Thomas Hunn

Police

Ken Scott

Electrical

J. Doug Huffman

Public Works

Bill Trudnak

Development Svc

Tiffany Faro

Fire Chief

Earl Withers

Recreation

Garrett Lowery

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

Phone:

704-922-3176

Fax:

704-922-4701

Web Page:

www.dallasnc.net

Mr. Ted W. Goins, Jr., CEO and President
Lutheran Services Carolinas
P.O. Box 947
Salisbury, NC 28145-0947

Re: LSC as Sole Managing Member of Dallas High School Apartments LLC

Dear Mr. Goins:

Please allow this correspondence to serve as official notice and documentation that the Town of Dallas, North Carolina, as approved by action of its Board of Aldermen at a Regular Board Meeting held on October 8, 2019, formally authorized the replacement of Scott Redinger by LSA Management, Inc. doing business as Lutheran Services Carolinas (LSC), making it the sole managing member under the terms of the development agreement and \$230,000 promissory note held by the Town of Dallas on the property known as the Dallas High School Apartments (DHS Apartments LLC).

We are pleased that LSA Management has taken on this role and believe that your firm will act as effective stewards in managing and maintaining this important source of quality and affordable housing for the low income senior population in the Town of Dallas.

If you require additional information or documentation, please don't hesitate to contact me at your convenience.

Sincerely,

Maria Stroupe
Town Manager

Cc: Da'Sha Leach, Town Clerk
Rick Coleman, Mayor



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into as of the 15 day of August, 2019 ("Effective Date"), by and between **DHS Apartments, LLC**, a North Carolina limited liability company (the "Seller" and/or the "Company"); **LSA Management, Inc. d/b/a Lutheran Services Carolinas**, a North Carolina non-profit corporation, or its nonprofit affiliate assignee ("Purchaser"); and Scott A. Redinger, Inc., a North Carolina corporation ("Redinger").

RECITALS:

WHEREAS, Redinger owns a forty-five thousandth of one percent (0.0045%) membership interest in the Company;

WHEREAS, the Purchaser owns a fifty-five thousandth of one percent (0.0055%) membership interest in the Company; and

WHEREAS, Community Equity Fund IX North Carolina Limited Partnership, a North Carolina limited partnership (the "Investor Member") owns a ninety nine and 99/100ths percent (99.99%) membership interest in the Company;

WHEREAS, Redinger, the Company, Purchaser and the Investor Member are parties subject to that certain Second Amended and Restated Operating Agreement dated March 10, 2003 and as amended by that First Amendment to Second Amended and Restated Operating Agreement dated February 1, 2014 and that Second Amendment to Second Amended and Restated Operating Agreement dated February, 2016 (the "Operating Agreement");

WHEREAS, pursuant to the Operating Agreement, Redinger and Purchaser are collectively the "Managing Member" (as defined and used in the Operating Agreement) of the Company and are the only Managers thereof;

WHEREAS, pursuant to the terms of Section 13.01 of the Operating Agreement, Purchaser has duly exercised the right of first refusal to purchase the Project (as defined in the Operating Agreement) thereunder; and

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize the terms of the purchase of the Project by Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, the real property consisting of approximately 0.9337 acres as more particularly described on Exhibit A, attached hereto and incorporated herein by this express reference, and all improvements located thereon and all appurtenances thereto, located in Gaston County at 300 West Church Street, Dallas, North Carolina 28034, and having a tax parcel identification number: 3547969528 (the "Property" and/or "Project").

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be equal to the sum of: (i) the principal amount of all outstanding indebtedness secured by the Project including any accrued

interest; and (ii) the sum of all federal, state, and local taxes payable by the Investor Member or its partners attributable to the sale; provided, however, that the price shall not be less than the minimum purchase price defined in Section 42(i)(7)(B) of the Code. As of December 31, 2018, the Investor Member anticipated no federal, state or local taxes being attributable to the contemplated sale herein. The Purchase Price shall be payable at Closing as follows: Purchaser's assumption of the outstanding indebtedness secured by the Project owing on the first position mortgage held by Greystone Servicing Corporation, Inc. ("Greystone") and the second position mortgage held by Town of Dallas, North Carolina ("Dallas").

3. Other Costs. At or prior to the Closing, the Company shall pay to the Investor Member the sum of \$5,195.00 in asset management fees relating to the Project for services provided prior to Closing. Further, at Closing, Purchaser agrees to pay to the Investor Member the sum of \$1,000 for legal fees incurred by Investor Member in connection with the subject transaction.

4. Representations and Warranties.

a. Seller hereby makes the following representations and warranties in connection with Purchaser's purchase of the Property:

i. Seller is the fee simple owner of the Property and Seller has the right, power, legal capacity, and authority necessary to enter into this Agreement and comply with Seller's obligations hereunder;

ii. Seller has no actual knowledge of any failure to materially comply with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property;

iii. The performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound;

iv. There are no legal actions, suits or other legal or administrative proceedings pending or, to the best of Seller's actual knowledge, threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding;

v. Except as may be required by law or consented to by Purchaser (such consent will not be unreasonably withheld), until the Closing, Seller shall not consent to or enter into any easements or other encumbrances upon the Property.

vi. To the best of Seller's actual knowledge, there are no Special Assessments, as defined herein, either proposed or confirmed against the Property. As used herein, the term "Special Assessments" shall mean any charge against the Property by a governmental authority in addition to ad valorem taxes or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

vii. Ownership of the Property does not subject Purchaser to regulation by one or more owners' association(s) and governing documents which impose various mandatory covenants, conditions and restrictions upon the Property and Purchaser's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments.

viii. To the best of Seller's knowledge, there are no known defects on the Property.

ix. Seller represents and warrants that the Management Agreement dated July 6, 2009 with Excel Property Management constitutes the only agreement relating to the management of the Property.

x. Neither Seller nor, to the best of Seller's knowledge, any other party has ever caused or permitted any "Hazardous Materials" (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof has ever been used as a dump or storage site (whether permanent or temporary) for any Hazardous Materials. As used herein, the term "Hazardous Materials" includes any hazardous, toxic or dangerous waste, substance or material, defined as such in, or for the purposes of, the Comprehensive Environmental Response, Compensation and Liability Act (40 U.S.C. section 9601 et. seq., as amended) or any other

"superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any substance or material, as presently in effect ("Environmental Laws"), but shall not include any medicines, drugs, gasses or other materials placed, held, located or disposed of under or at the Property in the conduct of the dentistry practice. The Property does not contain asbestos or radon, or any other substance known or believed by generally accepted authorities to be harmful or injurious to human health or safety, nor does the Property contain any underground fuel storage tanks. During Seller's ownership of the Property, there have been no spills, leaks or accidents on the Property relating to such use of such Hazardous Materials on the Property. Seller (a) has complied with all Environmental Laws in all material respects, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any such failure to comply, (b) has obtained and been in substantial compliance with all of the terms and conditions of all material permits, licenses, and other authorizations that are required under the Environmental Laws, and (c) has complied in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables that are contained in the Environmental Laws.

xi. Each of the representations, warranties and covenants made by Seller under this section shall not merge into the Deed or other closing documents, but shall survive closing for a period of three (3) years thereafter.

b. Purchaser hereby makes the following representations and warranties in connection with Purchaser's purchase of the Property, and no others, express or implied:

i. Purchaser has the authority necessary to enter into this Agreement and comply with Purchaser's obligations hereunder.

ii. Neither Purchaser nor any of its partners, members, shareholders or owners is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

5. Title and Survey.

a. Seller agrees to convey fee simple marketable and insurable title to the Property by general warranty deed, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other reservations, restrictions, easements and other exceptions of record, that may be approved by Purchaser in writing all of which may be reviewed and objected to by Purchaser prior to Closing ("Permitted Exceptions"). Notwithstanding anything contained in this Agreement to the contrary, all deeds of trust, liens and other charges against the Property incurred by Seller and not to be assumed by Purchaser, as may be expressly provided hereunder, shall be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any and all such cancellations following Closing.

b. During the Investigation Period (which is defined as the time from the Effective Date until 10 days prior to Closing), Purchaser shall, at Purchaser's expense, cause a title examination to be made of the Property. In the event that Purchaser objects to any matter affecting title revealed by the title examination other than the Permitted Exceptions, then the Purchaser shall immediately notify the Seller of all such title defects and exceptions, as of the date Purchaser learns of the title defects, but in no event later than the expiration of the Investigation Period, and Seller shall have ten (10) days (the "Title Cure Period") to cure said noticed defects. If Seller does not cure the defects or objections within the Title Cure Period, then Purchaser may terminate this Agreement by written notice to Seller on or before ten (10) days after expiration of the Title Cure Period and receive a return of Earnest Money (notwithstanding that the

Investigation Period may have expired). If Purchaser fails to terminate the Agreement within such ten (10) day period, then the Closing shall proceed and such objectionable matters shall be deemed to be Permitted Exceptions.

c. Prior to Closing, Purchaser shall have the right to obtain a new survey ("Survey") of the Property prepared by a land surveyor or engineer registered and licensed in the State of North Carolina. Provided, however, at Purchaser's option, Seller will execute a survey affidavit in form as may be required by Purchaser's title insurance company in order to insure Purchaser's for matters of survey based upon no improvements having been made since and based upon that certain ALTA survey entitled "FINAL-AS-BUILT SURVEY FOR DHS APARTMENTS, LLC" by Franklin E. Tanner, PLS, of Tanner and McConnaughey, P.A., dated January 19, 2004 (the "Current Survey"). If the Survey shows any matter which would affect the marketability of title to the Property (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), then Purchaser shall notify Seller in writing of the specific defect within ten (10) days after receipt of the Survey, but in no event later than ten (10) days prior to Closing. Purchaser's failure to deliver timely notice of survey defects shall be deemed a waiver of Purchaser's right to object to survey matters as provided in this Section.

6. Investigation Period.

a. Within ten (10) business days of the Effective Date, Seller shall use its best efforts to deliver to the Purchaser: (1) the Seller's deed to the Property, (2) any prior plats or surveys of or containing the Property, (3) the Seller's title insurance policy, (4) any prior Phase I Environmental Assessments or other environmental assessments of the Property within Seller's possession.

b. For a period from the Effective Date and terminating at 11:59pm on the tenth day immediately preceding the Closing Date, (the "Investigation Period"), Purchaser shall have the right to enter upon the Property to make and perform all inspections, inquiries, reviews and investigations of the condition of the Property which it may deem necessary in order to determine that the Property is acceptable to the Purchaser in its sole discretion, all of which inspections and investigations shall be undertaken at Purchaser's sole cost and expense. After completing its inspection of the Property, Purchaser shall, at its sole cost and expense, repair and replace any damage it has caused to the Property. Purchaser shall coordinate any on-site inspections with Seller, and Seller shall use its reasonable best efforts to accommodate all requests of Purchaser. All inspections of the Property shall be conducted in such a manner as to avoid any interference with any business operations on the Property. To the extent reasonably practicable, all inspections shall be conducted during normal business hours with reasonable prior written notice to Seller. If, prior to the end of the Investigation Period, Purchaser determines that the Property is unsuitable, in Purchaser's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate. If the Agreement is terminated under this section, then Purchaser shall provide Seller with copies of any and all studies, reports and other due diligence information relating to the Property.

7. No Other Representations or Warranties; AS-IS Condition.

a. Subject to the representations and warranties contained in this Agreement, and in the North Carolina Special Warranty Deed to be delivered by Seller to Purchaser at the Closing, Purchaser is hereby purchasing the Property in "AS-IS, WHERE-IS" physical condition, and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Agreement or in closing the transactions described herein, except for the express representations and warranties set forth in this Agreement. Subject to the survival of any representations and warranties as provided in this Agreement: (A) Purchaser's closing on the acquisition of the Property shall constitute conclusive evidence that Purchaser is satisfied with the condition of and title to the Property; and (B) in closing and completing this transaction, Purchaser will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth herein.

b. Except for the express representations and warranties set forth in this Agreement, Seller

Initials: Purchaser: TL Seller: SAR

makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property. Purchaser acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties on behalf of Seller.

c. This Section shall survive the closing of the Agreement.

8. Closing.

a. The closing (the "Closing") of this transaction shall take place on or before forty-five (45) days following the parties' receipt of written confirmation of approval by Greystone of Purchaser's assumption of Greystone's first position mortgage (the "Greystone Mortgage") and approval by Dallas of Purchaser's assumption of the second position mortgage held by Dallas (the "Dallas Mortgage") (the "Closing Date"). The Closing shall take place at the offices of Purchaser's legal counsel (hereinafter referred to as the "Closing Agent"), or at such other time and place as may be agreed upon by Purchaser and Seller.

At Closing, Purchaser shall deliver to the Closing Agent:

i. the executed documents to effect Purchaser's full assumption of the Greystone Mortgage and the Dallas Mortgage and the release of the Seller, Redinger and the Investor Member from any liability thereunder;

ii. evidence reasonably satisfactory to Seller that the person executing the transaction documents on behalf of Purchaser has the power and authority to execute and deliver same; and

iii. such other instruments, affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located, or as may be reasonably requested by the other party.

At Closing, Seller shall deliver to the Closing Agent:

i. a North Carolina Special Warranty Deed conveying to Purchaser fee simple marketable and insurable title to the Property, free and clear of any and all encumbrances except only the Permitted Exceptions;

ii. all original (or a copy if Seller does not possess the original) licenses and permits with respect to the Property and in possession or control of Seller;

iii. a FIRPTA affidavit of an authorized agent of Seller;

iv. an affidavit and indemnification agreement in form satisfactory to Purchaser and Purchaser's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment as described in NCGS sec. 44A-8 to the Property within 120 days prior to the date of Closing verifying that each such person or entity has been paid in full and agreeing to indemnify Purchaser, Purchaser's lender(s) and Purchaser's title insurer against all loss from any cause or claim arising therefrom.

v. evidence reasonably satisfactory to Purchaser that all leases, rents, licenses and rights of possession of any third parties have been lawfully assigned to Purchaser, including without limitation any leases with a party affiliated with Seller;

vi. evidence reasonably satisfactory to Purchaser that the person executing the transaction documents on behalf of Seller has the power and authority to execute and deliver same; and

vii. such other affidavits, resolutions and other documents as agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located, or as may be reasonably requested by the other party.

b. Possession of the Property shall be delivered by Seller to Purchaser at Closing.

c. Purchaser and Seller shall be under no obligations to close the transaction contemplated herein unless the following conditions have been satisfied or waived by the parties in writing, at or prior to Closing:

i. Purchaser shall be approved to, and shall, fully assume the Greystone Mortgage and Dallas Mortgage.

ii. Seller, Redinger and Investor Member shall be released from any and all

obligations under the Greystone Mortgage and the Dallas Mortgage.

9. Taxes. All general real property taxes and all installments of special assessments payable with respect to the Property for the year of Closing shall be prorated between Purchaser and Seller as of the Closing, on a calendar year basis. If the precise amount of taxes and assessments payable for the year of closing cannot be ascertained, proration shall be computed on the basis of taxes and assessments on the Property for the immediately preceding tax year, subject to any revaluation or rate change which may be known and taken into account for such purpose.

10. Proration of Income and Expenses; Security Deposits; Closing Expenses.

a. Purchaser and Seller acknowledge and agree that, the following items will be made current (if applicable) and prorated through the Closing:

- i. taxes (as described in the foregoing section entitled "Taxes");
- ii. rents, operating expenses and other current expenses and revenues of the Property.

b. Seller shall be entitled to all rents or rent equivalents payable under any leases (the "Rents") through the Closing. Seller shall cause any and all leases, rents, licenses and right of possession with respect to the Property to be assigned to Buyer as of the Closing Date.

c. Seller shall be responsible for all operating expenses, including insurance premiums incurred through the Closing and Purchaser shall be responsible for the same subsequent to the Closing. Operating expenses and charges shall be prorated to the extent Seller paid for such expenses prior to Closing that are attributable to the period after Closing or Purchaser paid for such expenses after Closing that are attributable to the period prior to Closing. Either party shall, within five (5) days of its receipt of the foregoing, remit to the other party its proportionate share.

d. Seller shall be entitled to the amount of any deposits posted by Seller with utility companies to the extent such deposits are assignable and are actually assigned to Purchaser at Closing. In the event Purchaser collects such utility deposits attributable to the period prior to Closing, Purchaser shall promptly remit them to Seller within five (5) days after Purchaser's receipt of same.

e. Seller shall be responsible for paying its attorneys' fees and documentary stamps, and/or excise taxes (including any surtax) on the Special Warranty Deed. Purchaser shall be responsible for paying its attorneys' fees, recording fees, title search fees, title insurance premiums, the cost of its Survey, the cost of municipal lien letters and any and all other costs incurred by Purchaser in connection with the subject transaction.

f. Notwithstanding anything to the contrary set forth herein, the provisions of this Section shall expressly survive the Closing.

11. Casualty. Prior to Closing, the risk of loss shall remain with Seller. If the Property is damaged by fire or other casualty after the Effective Date of this Agreement but prior to the closing date, such that the cost to restore the Property to its condition immediately prior to the casualty is in excess of twenty-five percent (25%) of the Purchase Price, Purchaser shall have the option to:

a. proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty, or, at Purchaser's election, Purchaser shall have the option to treat the amount of such unreceived insurance proceeds as a credit against the Purchase Price payable at Closing; or

b. terminate this Agreement by written notice delivered to Seller within ten (10) days after Purchaser receives notice of the casualty, in which event the Earnest Money shall be refunded to Purchaser. If the Property is damaged by fire or other casualty prior to the closing date and the cost of restoration does not exceed twenty-five percent (25%) of the Purchase Price, this Agreement shall remain in full force and effect upon the terms stated herein and at Closing Seller shall assign to Purchaser the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty. Alternatively, Purchaser shall have the option to treat the amount of such unreceived insurance

proceeds as a credit against the Purchase Price payable at Closing.

12. Condemnation. Prior to Closing, the risk of loss shall remain with the Seller. If any material portion of the Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Purchaser in writing of the threat, condemnation or conveyance within five (5) business days of Seller's knowledge of the condemnation. Purchaser shall within ten (10) days of the notice have the option of (a) proceeding with the closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing or Purchaser shall have the option to treat the amount of such unreceived payment as a credit against the Purchase Price payable at Closing), or (b) canceling this Agreement.

13. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Purchaser and Seller at the following addresses:

PURCHASER:

Lutheran Services Carolinas
P.O. Box 947
1416 S. Martin Luther King Jr. Ave.
Salisbury, NC 28145
Email: cjohnson3@lscarolinas.net

With copies to:

Kevin C. McIntosh, Esq.
Young Morphis Bach & Taylor, LLP
P.O. Drawer 2428 (28603)
858 2nd Street NE
Hickory, NC 28601
Email: kevinm@hickorylaw.com

SELLER:

DHS Apartments, LLC
Attn: Scott A. Redinger
4553 Technology Drive, Ste. 3
Wilmington, NC 28405
Email: _____

REDINGER:

Scott A. Redinger, Inc., President
Attn: Scott A. Redinger
156 Lafayette Street
Wilmington, NC 28405

With copies to:

Deborah L. McKenney, Esquire
Blanco Tackaberry & Matamoros PA
110 South Stratford Road, Suite 500
Winston-Salem, NC 27104-4299
Email: d1m@blancolaw.com

Initials: Purchaser: TL Seller: SAR

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All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), when actually received via email by notice of receipt, or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other.

14. Default. If Seller defaults in the full and timely performance of any of its obligations hereunder, Purchaser may elect to either seek specific performance or other equitable remedies available to it or terminate this Agreement and pursue any other remedies available under this Agreement, at law or in equity.

15. Brokers. Seller and Purchaser each hereby represent and warrant that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

16. Final Tax Returns and Dissolution. Within 90 days following the Closing Date, the Managing Members shall cause the Company to obtain and submit to the Investor Member the audited financial statements and final tax returns (including Schedule K-1s) for the Seller's taxable year ending on the Closing Date. Thereafter, the Managing Members shall cause the Company to file Articles of Dissolution with the Office of the North Carolina Secretary of State and to take all actions deemed necessary by the Managing Members to effect the dissolution of the Company.

17. Payment to Redinger. At or prior to Closing, Purchaser shall pay to Redinger the sum of \$12,500.00 as full and final payment of any and all management fees or Incentive Payments (as defined herein) under that certain Incentive Management Agreement attached as Exhibit E to the Operating Agreement. Further, Purchaser shall pay for any and all reasonable legal and/or accounting fees incurred by Redinger in connection with this Agreement and the transactions contemplated hereby.

18. Entire Agreement. This Agreement, including any exhibits or schedules attached hereto, contains the entire agreement between Seller and Purchaser and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written document signed by each of the parties.

19. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heir, successors, assigns, executors, administrators and legal representatives. Upon written notice to, but without further consent of, Seller, Purchaser may assign its rights and delegate all obligations hereunder to a nonprofit entity affiliated with Purchaser. Upon such assignment, Purchaser shall be released of further liability hereunder.

20. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

21. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

22. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

Initials: Purchaser:

16 Seller: SAR

23. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

24. **Recordation.** This Agreement may not be recorded by any party hereto. The provisions of this Section shall survive the Closing or any termination of this Agreement.

25. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Purchaser and Seller agree that the provisions of this Section shall survive the Closing or any termination of this Agreement.

26. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In addition, this Agreement and documents executed in connection with it may be executed by any party hereto and delivered to the other party (i) by internet electronic signature or consent authorization or (ii) by facsimile transmission. Each party hereto represents and warrants to the other that either the electronically authorized internet signature or consent or facsimile signature is the true and authentic signature of that party. For purposes of executing and enforcing this Agreement, a document signed and transmitted by internet signature or consent or facsimile machine shall be deemed an original document, and the signature of any party thereon shall be deemed an original signature. The transmitted document shall be considered to have the same binding effect as an original signature on an original document. At the request of any party, any internet or facsimile document shall be re-executed in original form by the parties who executed the internet or facsimile document. No party may raise the use of signature or consent by internet or facsimile machine or the fact that any signature or consent was transmitted through the use of the internet or a facsimile machine as a defense to the enforcement of this Agreement.

27. **Recitals.** The Recitals hereto are fully incorporated into the Agreement.

[Signatures appear on following page]

Initials: Purchaser:

TL

Seller:

SAR

EXHIBIT ALegal Description

BEING a certain tract or parcel of land lying and being in Gaston County, North Carolina, the Town of Dallas and being more particularly described as follows:

BEGINNING at an existing 5/8" rebar located on the western right-of-way of Oakland Street, (being 66.0 feet in width), said iron being the southeastern corner of the Town of Dallas, (D.B. 2756, Pg. 568) as recorded in the Gaston County Register of Deeds, said iron also being located South 51°45'17" East, a distance of 1118.10 feet from N.C.G.S. Station "Hoffman" having N.C. Grid Coordinates of N.=175,985.768 meters and E.=411,242.917 meters; thence from said beginning and running with the western right-of-way of Oakland Street, South 3°30'00" West, a distance of 157.99 feet to a drill hole in concrete located at the northeastern right-of-way intersection of Oakland Street and Church Street; thence along the northern right-of-way of Church Street, (being 60 feet in width), North 86°22'42" West, a distance of 329.86 feet to an existing 1/2" rebar located at the northeastern right-of-way intersection of Church Street and Maple Street; thence running along the eastern right-of-way of Maple Street, (being 66.0 feet in width), North 3°30'02" East, a distance of 99.97 feet to an existing 5/8" rebar at the southwestern corner of the First Methodist Church, (D.B. 900, Pg. 654); thence running along their southern line, South 86°21'36" East, a distance of 131.95 feet to an existing 5/8" solid iron at the southwestern corner of the Town of Dallas property (D.B. 2756, Pg. 568); thence along three of their lines, (A) South 86°21'36" East, a distance of 64.98 feet to an existing 5/8" rebar, (B) North 3°33'24" East, a distance of 57.98 feet to an existing 5/8" rebar, (C) South 86°25'22" East, a distance of 132.87 feet to the point BEGINNING, containing 0.9337 acres, be it more or less, as shown on a survey prepared by Tanner and McConnaughey, P.A. dated September 18, 2002, and last revised October 22, 2002;

TOGETHER WITH all rights in, and subject to the obligations of that certain non-exclusive access easement as set out in Book 3595, Page 142, Gaston County Registry.

The parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER:

DHS Apartments, LLC,
a North Carolina limited liability company

By: SCOTT A. REDINGER, INC., a
North Carolina corporation, a Managing Member

By: Scott A. Redinger (SEAL)
Scott A. Redinger, President
Date of execution: 8/5/19

PURCHASER:

LSA MANAGEMENT, INC. d/b/a
LUTHERAN SERVICES CAROLINAS,
a North Carolina non-profit corporation

By: Ted W. Goins, Jr. (SEAL)
Ted W. Goins, Jr., CEO and President
Date of execution: 8-15-19

CONSENTED TO AND AGREED BY:

REDINGER:

SCOTT A. REDINGER, INC.,
a North Carolina corporation

By: Scott A. Redinger (SEAL)
Scott A. Redinger, President
Date of execution: 8/5/19

EXHIBIT A

Legal Description

[To be attached.]

Initials: Purchaser: TL Seller: SAR

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston County Toy Run for Kids

AGENDA ITEM NO. 8B

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

Gary Buckner, on behalf of the Gaston County Toy Run for Kids Organization, is requesting to hold the annual Holiday charity motorcycle ride to provide toys for Christmas to underprivileged children in Gaston County. This year's event will be held on Saturday, December 7th beginning at 11:45 p.m. and ending at approximately 12:45 p.m. The estimated attendance is 800 to 1400 motorcycles and trucks. The ride will enter into Town on East Main St. and travel to the Ingles grocery store parking lot where they will hand out toys. The group will then leave the parking lot, turn left on West Trade St., travel to the Dallas Bessemer City Highway, proceed and out of Town.

The group is requesting that 4 trash cans and 2 porta-jons be placed at the west end of the Ingles parking lot on the grass, along with 4 portable barricades.

MANAGER RECOMMENDATION: Approve the Gaston County Toy Run for Kids for Saturday, December 7th, as requested.

BOARD ACTION TAKEN:



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, The applicant is responsible for notifying the Town of Dallas of any changes. A complete application must be submitted by no later than 5:00 p.m. on the Tuesday preceding the date of the Board meeting at which the event is to be approved, for an event which is to occur no sooner than 14 days following its date of approval.

APPLICATION INFORMATION

Name of Event:	Gaston County Toy Run for Kids		
Facility Requested:	Main Street and Ingles Parking lot		
Applicant Name:	Gary Buckner		
Organization:	Gaston County Toy Run for Kids		
Mailing Address:			
City / State / Zip:			
Daytime Phone:	704-913-7181	Cell: same	E-Mail: buckner253@gmail.co
Description of the Event:	First stop of 5 stops in Gaston County Motorcycle toy run will stop at Ingles and pass out toys to area kids		
Does the event have a Facebook, Twitter, or other social networking page:	Yes		
If yes, please list URL(s):			
Date (s) Requested for Event:	December 7th 2019		
Event Start Time:	11:45 AM	Event End Time:	12:45 AM
Road Closure Time Begins (if applicable):	na	Road Closure Time Ends:	na
Set Up Begins:	na	Set Up Ends:	
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	800 to 1400 motorcycles		
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:			
no vendors			

Applicant's Signature: _____ Date: _____

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

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Town Signage Proposal

AGENDA ITEM NO. 8C

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

Earlier this spring, a sub-committee of the Board of Aldermen was formed to coordinate with Visual Inception on proposed signage to be placed on Highway 321 to designate the Town limits. Attached is a proposed drawing, as well as a quote, for the signage. Although the rendering is in black and grey, there are color options available. Mr. Trudnak should have some of these color options available for review at the time of the Work Session, as they were not ready in time for the agenda packet.

This item was discussed at the September 24th Work Session and several color options were reviewed. The Board asked for color samples in the gold and yellow family in order to reflect our local high school. The Board also asked the Sign Committee to review the samples and bring back a recommendation to the Board at the October 8th meeting.

Upon review by the Sign Committee, a recommendation for option #3 is being presented, along with a budget amendment for purchase and installation of the signs.

MANAGER RECOMMENDATION: Approve the purchase of two (2) signs to be placed on Hwy. 321 designating the boundaries of Dallas and the accompanying budget amendment.

BOARD ACTION TAKEN:

ESTIMATE

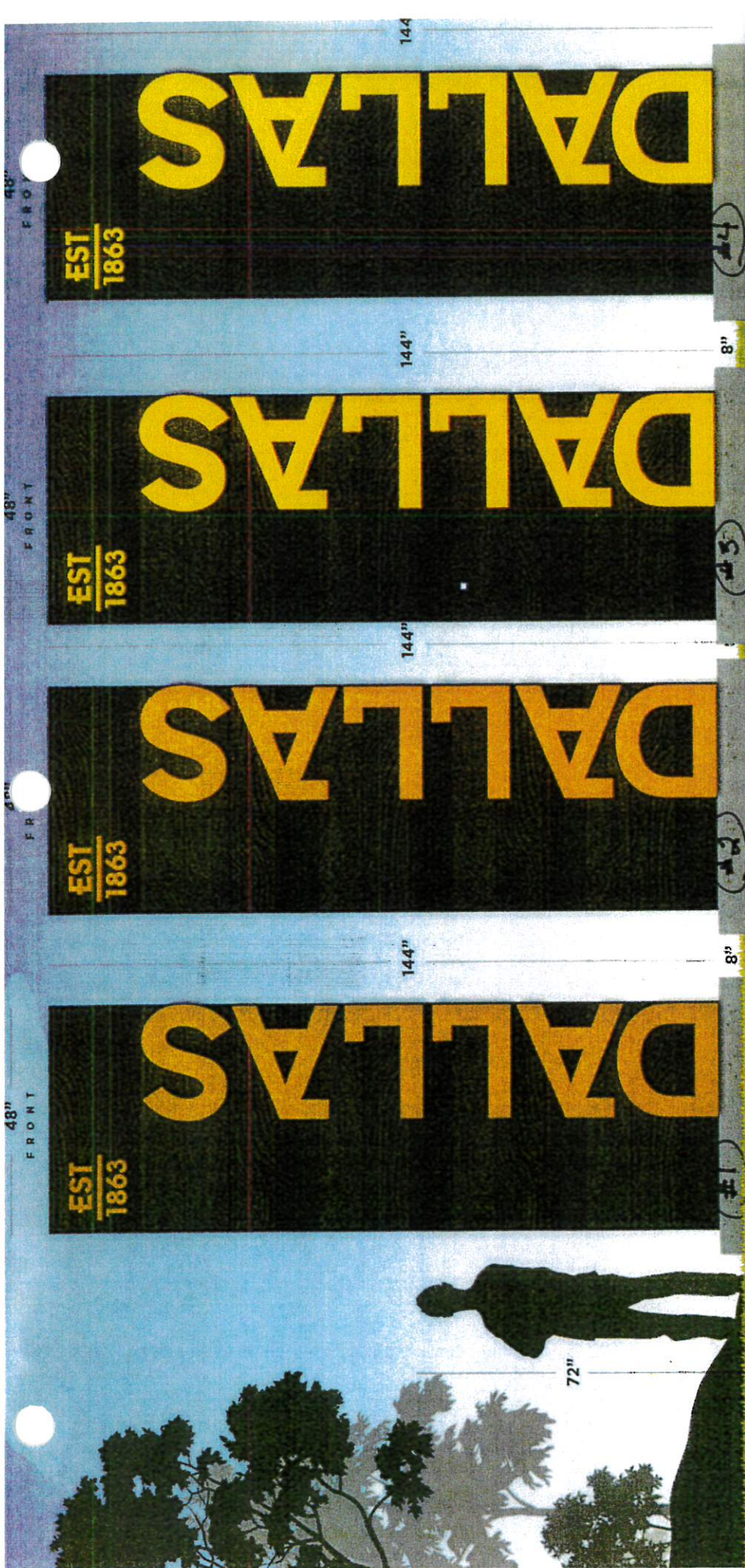


261 TREY TRAIL, LINCOLNTON NC 28092
 980.333.1047
 ASHLEE@VISUAL-INCEPTION.COM

City of Dallas
 Bill Trudnak
 700 E. Ferguson Street
 Dallas, NC 28034

Date	Estimate #
3/21/19	1308

Item	Description	Qty	Rate	Total						
SIGNAGE	CITY OF DALLAS HWY 321 MONUMENT SIGN: 12'h X 4'w metal frame, powdercoated black with charred stained hardwood panels + custom routed 1.5" HDU painted letters, Sign bolted to a 6' X 4' X 4' concrete rebar slab	2	9,298.00	18,596.00T						
SHIPPING & HANDLING		2	300.00	600.00						
INSTALLATION-LOCATION		2	1,600.00	3,200.00T						
	***Please see attached blue print for sign specifications - We need 60% deposit to start sign production									
NOTE; PERMITS NOT INCLUDED		<table border="1"> <tr> <td>Subtotal</td> <td>\$22,396.00</td> </tr> <tr> <td>Sales Tax (7.0%)</td> <td>\$1,525.72</td> </tr> <tr> <td>Total</td> <td>\$23,921.72</td> </tr> </table>			Subtotal	\$22,396.00	Sales Tax (7.0%)	\$1,525.72	Total	\$23,921.72
Subtotal	\$22,396.00									
Sales Tax (7.0%)	\$1,525.72									
Total	\$23,921.72									



visualnca.plo.design
 visual_inception
 INFO@VISUAL-INCEPTION.COM
 888.333.6507
 ESTABLECIDA POR VISUAL-INCEPTION S.A.S.

1" THICK GRAY STAINED WOOD PANELS
 ALUMINUM BREAKAWAY FRAME
 8" H CONCRETE SUPPORT SLAB
 .25" CNC ROUTED LETTERS | PAINTED- DOVE GRAY

Town of Dallas
Budget Amendment

Date: September 10, 2019

Action: Economic Development

Purpose: To Appropriate Funds for Town Signage

Number: ED-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
33	3999	0000	Fund Balance Appropriated	\$0	\$22,396	\$22,396
33	8500	7500	Cap. Outlay: Construction	\$0	\$22,396	\$22,396

Approval Signature
(Town Manager)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Power Usage by Vendors at Town Events

AGENDA ITEM NO. 8D

MEETING DATE: 10/8/2019

BACKGROUND INFORMATION:

Anne Martin has submitted a request for the Board to consider allowing vendors to utilize Town power at Town events.

Historically, the Town has not allowed vendors to plug into Town power due to concerns about the effects of unknown devices being attached to the Town's power infrastructure. In discussions with Doug Huffman, Electric Director, attached are recommendations if there is interest in allowing power attachments for vendors at Town events.

MANAGER RECOMMENDATION: If power usage by vendors is approved, adopt the recommendations presented.

BOARD ACTION TAKEN:

Maria Stroupe

From: Anne Martin <anne33@me.com>
Sent: Friday, September 27, 2019 10:26 AM
To: mstroupe@dallasnc.net
Subject: Halloween

I would like to put Halloween on the Square using power to decorate . I call Jerry and he said just to call u. I would be happy to pay for power. I feel like the business around town are asked to support the Town by giving out Hundreds of dollars free. Town could provide power. Thanks Anne

Sent from my iPhone

This email has been checked for viruses by AVG.
<https://www.avg.com>

Recommendations for Allowing Power Usage by Vendors at Town Events

1. The Town of Dallas will not be responsible for any damages to vendor equipment while attached to the Town's electric grid.
2. All connections and load calculations must be submitted no later than 14 days prior to the event for approval by the Electric Department, who will have the final decision regarding safety and avoiding overloading of circuits at any time leading up to and including the time of the event.
3. Additional items will be subject to Town approval or rejection separately from initial application.
4. Requests will be reviewed on a first-come, first-serve basis.
5. All vendors will sign a waiver acknowledging responsibility for any damages to the Town of Dallas electric grid.
6. A fee of \$15.00 per hour is required to be paid by the last business day prior to requested event.

Possible Locations for Power Usage at Town Events

1. **NO TOWN DECORATIVE LAMP POLES AND THEIR RECEPTACLES ARE TO BE UTILIZED --- NO EXCEPTIONS.**
2. Three areas could be upfit to allow vendor attachments, with a small amount of work:
 - a. On the east side of N. Holland St. along the Court Square across from The Pickle north to Penley and Associates.
 - b. On the north side of W. Main St. along the Court Square across from The Gaston County Museum east to the intersection with N. Gaston St.
 - c. On the east side of the 100 block of S. Oakland St. from the Fire Department south to the intersection with W. Church St.