MINUTES FOR BOARD OF ALDERMEN MEETING August 10th, 2021 6:00 PM

The following elected officials were present: Mayor Coleman, Mayor Pro-Term Cearley, Alderman Huggins, Alderman Milton, Alderwoman Morrow, and Alderman Withers.

The following staff members were present: Maria Stroupe, Town Manager; Rob Walls, Police Chief; Nolan Groce, Development Services Director; Earl Withers, Fire Chief; Brandon Whitener, Recreation Director; Sarah Hamrick, Town Clerk/HR Director; and Town Attorney, Tom Hunn.

The Mayor Coleman called the meeting to order at 6:00 pm.

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag.

Mayor Coleman asked if there were any additions or deletions to the agenda. Alderman Huggins made a motion to cancel the August 24th work session meeting, seconded by Alderwoman Morrow, and carried unanimously.

Alderman Huggins made a motion to approve the minutes from the July 13th, 2021 regular meeting and the July 27th, 2021 work session; seconded by Alderwoman Morrow; and carried unanimously.

Recognition of Citizens:

Mr. Mike Fields, 1333 Philadelphia Church Rd., made an announcement about the Cruise-In Concert, spoke about the school supply drive, and announced about the upcoming car show that would be at First Baptist Church.

Mr. Stewart Blanton, 426 S Pine St., thanked Chief Walls for cleaning up two of the troubled houses in his neighborhood and expressed his concern about maintaining some unkept houses also in his neighborhood.

Consent Agenda:

Item 5A was a Resolution Requesting Participation in the CERRI Program (Exhibits 5A 1-5). Item 5B was an Enforcement of State Fire Codes Agreement (Exhibit 5B 1-4). Item 5C was the 12th Annual Sons of Confederate Veterans Memorial Service. (Exhibit 5C). Alderman Huggins made a motion to move the Agenda, seconded by Alderwoman Morrow, and carried unanimously.

Public Hearing:

Item 6A was a Public Hearing on the No Parking Schedule for Park Road. Complaints have been received concerning parking on Park Road. This creates hazardous conditions, particularly in areas where sight lines are limited. The Police Department has reached out to residents to voluntarily refrain from parking on the street, but the problem is still occurring. Staff recommends conferring with the NCDOT for sign allowance of No Parking signs on Park Road and Old 321 to town limits. Alderman Cearley made a motion to approve the Public Hearing, seconded by Alderman Milton and carried unanimously. Alderman Huggins made a motion to exit the Public Hearing, seconded by Alderman Cearley, and carried unanimously.

New Business:

Item 8A was a request for the Cotton Ginning Days Parade. Jeff Hovis of the Gaston Agriculture, Mechanical, and textile Restoration Association (GAMTRA) is requesting permission for the Annual Cotton Ginning Days Tractor Parade through the Town on Friday, October 8, 2021 (Exhibit 8A 1-5). The parade would begin at 9:00 am at Dallas Park and end at approximately at 10:00 am back at Dallas Park. Alderman Cearley made a motion to allow the parade, seconded by Alderwoman Morrow.

Item 8B was the Grievance Policy Revision (Exhibit 8B). Attached is language from the current Personnel Policy outlining responsibilities of the Town Attorney in the grievance process. Based on this language, the Town Attorney would be placed in a position that would prohibit him advising the Town in these matters. In order to protect the integrity process and free up the Town Attorney to be a resource to the Town, attached is proposed language to revise the grievance process language from Town Attorney to Mayor. Alderman Cearley made the motion to approve the change, seconded by Alderwoman Morrow and carried unanimously.

Item 8C was for the Rhyne Annexation Petition. An Annexation Petition was submitted on June 16, 2021 by Helen Rhyne, property owner of Gaston County Parcel #169184, no address assigned, located off of Dallas High Shoals Hwy (Exhibit 8C 1-6). The property is considered non-contiguous. The petitioner is requesting annexation as Conditional Zoning, CD R-5 residential, for a potential single-family detached subdivision. Alderman Milton made a motion to approve to continue to review for re-zoning, seconded by Alderman Cearley and carried unanimously.

Item 8D was for the Finger Irrevocable Trust Annexation Petition. An Annexation Petition was submitted on June 15, 2021 by Rosemary Finger Routszong, Trustee of property owner Marilyn S. Finger Irrevocable Trust (Exhibit 8D 1-8). The petition includes three parcels, #303651, #170287, #169122, no addresses assigned, located near Shepherds Way Dr. The petitioner is requesting annexation as Conditional Zoning, CD R-5 residential, for the development of a potential single-family detached subdivision. Alderman Withers made a motion to approve to continue to review for re-zoning, seconded by Alderwoman Morrow and carried unanimously.

Ms. Stroupe gave a Manager's Report, noting there are no new mandates concerning the rising Covid numbers and would continue to monitor the situation. Ms. Stroupe also gave a report about the local ABC Store and looking into the advantages and disadvantages of the Town's involvement with the ABC Store.

Alderman Milton made a motion to exit the meeting and go into Closed Session, seconded by Alderman Clearey, and carried unanimously. (6:39)

Alderman Cearley made a motion to enter into a Closed Session, as provided for by N.C.G.S 143-318.11 (6), seconded by Alderman Milton, and carried unanimously. (6:40)

Alderman Huggins made a motion to exit the Closed Session, seconded by Alderwoman Morrow, and carried unanimously. (6:48)

No action was taken from the Closed Session.

Alderman Huggins made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. (6:49)

Rick Coleman, Mayor	Sarah Hamrick, Town Clerk

A Resolution Requesting Participation in the Community Economic Recovery and Resiliency Initiative (CERRI) and the Associated Services of the North Carolina Department of Commerce, Rural Economic Development Division, NC Main Street & Rural Planning Center

WHEREAS, in response to the economic challenges small towns and rural communities have been facing due to the COVID-19 pandemic, the NC Main Street & Rural Planning Center ("Center") developed the Community Economic Recovery and Resiliency Initiative ("CERRI"); and

WHEREAS, the DERRI provides a planning process to help communities develop strategies to recover from the economic impacts of COVID-19 and build local economies that are more resilient to future crises and also includes technical services to assist communities with implementing those strategies; and

WHEREAS, the Board of Aldermen of the Town of Dallas NC ("Board"), would like to participate in the CERRI ("Project"); and

WHEREAS, the Board would like assistance with the Project from the Center; and

WHEREAS, the Board and the Center have reached a mutually agreeable scope of work for the Project (Memorandum of Understanding attached), which outlines the tasks to be performed by the Center and those to be performed by the Town of Dallas and/or by other Project partners (if applicable), as well as the projected fifteframe within which the Project will be completed.

NOW THEREFORE BE IT RESOLVED, that the Town of Dallas Board of Alderment hereby requests that the Center assist the Town of Dallas with the Project and expresses its commitment to the planning process and the implementation of the Project when work is completed.

Adopted this the 10% day of August, 202

Rick Coleman, Mayor

Attested by:

Sarah Hamrick, Fown Glerk



MEMORANDUM OF UNDERSTANDING

N.C. Department of Commerce Rural Economic Development Division NC Main Street & Rural Planning Center Rural Planning Program August, 2021

Assistance to Town of Dallas, NC:
Community Economic Recovery and Resiliency Initiative (CERRI) and
Update of existing Strategic Plan

As part of the North Carolina Department of Commerce, the state's lead agency for promoting economic development and prosperlty, the NC Main Street & Rural Planning Center ("Center") provides services and assistance to add value to local community economic development efforts. In response to the economic challenges small towns and rural communities have been facing due to the COVID-19 pandemic, the Center developed the Community Economic Recovery and Resiliency Initiative ("CERRI"). The CERRI provides a planning process to help communities develop strategies to recover from the economic impacts of COVID-19 and build local economies that are more resilient to future crises. It also includes technical services to assist communities with implementing those strategies.

To supplement the Town of Dallas resolution requesting CERRI services from the Center, below is an outline of the project and services to be provided, including roles and responsibilities of those to be involved, and several conditions pertaining to the services. Please review, sign,

and return, as indicated below, to signify agreement.

1. The primary services for the CERRI project include the following:

A. Community Assessment

The Center will facilitate one or more assessment meeting(s) with a local work group that will include:

- 1. Presentation of local economic data relative to the current situation, economic diversity, and related information.
- 2. Presentation of survey data relative to the local government's support of the small business community.
- 3. Discussion of the impacts of COVID-19 on the local economy, identification of economic assets and drivers, and a SWOT (strengths, weaknesses, opportunities, and threats) analysis.
- Stakeholder interviews.
- B. Development of Recovery Plan of Work

Following the Community Assessment, the Center will prepare an Economic Recovery Plan of Work with guidance from Town staff and the local work group. Plan development meeting(s) will include the presentation of findings from stakeholder interviews, the identification and prioritization of action items from the Community Assessment, and the development of strategies to help the local economy recover and become more resilient to future crises.

C. Delivery of Implementation Services

Following the drafting of the Economic Recovery Plan of Work, the Center will work with Town staff, the local work group, and other partners (if applicable) to determine which implementation services and resources will be most beneficial for the community's recovery and resiliency efforts and within what timeframe(s) they should be pursued.

- 2. The mission of the Center is to work in regions, counties, cities, towns, downtown districts, and designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results such as investment, business growth, and jobs. To further that mission, the Center may share successful "best practices" with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.
- 3. For planning purposes, all meetings and events related to the project will be held in person. If NC Commerce policy restricting travel changes prior to or during the project, the Center will discuss the impact(s) of such changes with Town staff and make adjustments to this Memorandum of Understanding, if needed.
- 4. The Town will be responsible for providing meeting space, and technology needed for presentations. Stakeholder interviews can be conducted via teleconference, telephone, or in person. The Town will share all relevant maps, documents and plans electronically with the Center and all project participants.
- 5. For assistance with the CERRI, Town will be responsible for assembling a local work group and identifying stakeholders to participate in the project. The local work group may include, but is not limited to, elected officials, municipal or county staff, local business owners/operators, representatives of civic organizations with an interest in the community, and/or active citizens.
- 6. The Center currently has a staff with various skill sets in economic and community development planning and is responsible for delivering services throughout the state. When the Center accepts a project, its goal is to complete the project in a timely and responsible manner. In the event of staff turnover, budget reductions, or other unforeseeable events, however, the Center may be compelled to place a project in an indefinite "hold" status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated. Projects may also be re-prioritized consistent with department or division policies.

The CERRI project is planned to begin in August 2021 to be completed by December 2021. The Center staff member assigned to lead the project will be Jeff Emory, Community Economic Development Planner for the Southwest Region, with assistance from other staff as needed.

I have reviewed this Memorandum of Understanding regarding Community Economic Recovery and Resiliency Initiative project services to be provided to Town of Dallas by the NC Main Street & Rural Planning Center and accept its terms and conditions.

and Resiliency Initiative project services to & Rural Planning Center and accept its term	 or Dallas
Signed:	
Mayor Town of Dallas, NC	
Date	

Please sign, date, and return to: Darren Rhodes, Rural Planning Program Manager drhodes@nccommerce.com (336) 618-5117

N.C. Department of Commerce Rural Economic Development Division NC Main Street & Rural Planning Center 525 Vine Street Winston-Salem, NC 27101

	Dallas CERRI Meeting Process	
Preliminary	Establish Local Work Group	
Work	Community/Town Tour	
	Distribute work group Survey	
	Send Local Government Survey to Point of Contact	
1.	Develop Information Base and Analyze Economic Opportunities	
1 st meeting	Review CERRI and roles of work group	
	Review and present data and analysis- send to work group prior to meeting via email	
September 2021	Review format of work plan – describe focus of plan.	
2021	Present work group's Survey results	
	Explain SWOT analysis	
	Explain Asset analysis	
	Stakeholder identification: Work group will create a list with 5-10 community memb	
	survey by email. These community members can represent business leaders, community members can represent business leaders are community members can represent business leaders are community members.	ers t
•	leaders, civic and church groups. Due within 10 days from meeting.	nunit
	• Explain Business Survey: To be distributed to all businesses in Dallas	
-	in Danas	************
	Distribute (and ask others to distribute) Business Survey	
	Request stakeholder names & email from Workgroup 10 days after 1 st meeting	
2 nd meeting	Present summary of Stakeholder Interviews	
	Present summary of Business Survey	
October 2021	Conduct SWOT and Asset Analysis	
	Review format of Recovery Work Plan	
-	Recovery Work Planning	
3 rd meeting	Review work plan foundation – a summary of what has been learned as well as a	notic
November	steps/recommendations to be implemented	actio.
November 2021	 Present draft Work Plan to work group and discuss 	
roe .	Review draft recommendations – assign recommendations to parties responsible and id	كالمعدا
	resources to implement recommendations	enui
4 th meeting	• If needed	
One year later	Review plan accomplishments and update as needed.	

INTERLOCAL AGREEMENT

FOR THE ENFORCEMENT OF STATE FIRE CODES

This Agreement made on the last date set out below, by and between the Town of Dallas, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County".

WITNESSETH:

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

WHEREAS, the Municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and County ordinances; and,

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; and,

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

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

- 1. <u>Purpose</u>. The Purpose of this agreement is to provide for the transfer of jurisdiction to Gaston County Office of Emergency Management and Fire Services responsibility for State Fire Codes listed in the attached Exhibit "A", which is incorporated herein by reference.
- 2. <u>Term.</u> The term of this Agreement begins on the last date set out below and continues through June 30, 2022 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.

3. Responsibilities.

- a. Municipality. The Municipality agrees to:
 - Provide any pre-permit or pre-inspection review of any applicable Municipal Zoning ordinances or regulations, as well as requirements of any other State or local agencies prior to issuance of zoning permit;
 - 2. Provide to the County a written Certification that the above mention inspections have been approved by the Municipality;
 - 3. Adopt by resolution the County's ordinance and regulations to be enforced and any subsequent amendments;
 - 4. Allow the county to retain any fees collected pursuant to enforcement of the ordinance or permit fees;
 - 5. Not hold County responsible for enforcement of any of Municipality's other ordinances, zoning or regulations, unless specifically contracted.
- b. County. The county agrees to:
 - 1. Issue Fire Permits in accordance Section 105.6 and 105.7 of the North Carolina Fire Code.
 - 2. Conduct site inspections based on the North Carolina Fire Code Schedule;
 - 3. Seek judicial or equitable enforcement of said codes or ordinances when necessary in the County's discretion.
- 4. <u>Geographic Jurisdiction</u>. The County shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in exhibit "A", which is attached hereto and incorporated by reference.
- 5. <u>Personnel</u>. The County shall employ and provide personnel sufficient to perform inspection duties for the Municipality.
- 6. Indemnity. The Municipality, during the term of this Agreement, shall indemnify and save harmless the County from and against any and all claims, demands and or causes of action arising out of enforcement by the County of State Fire codes or ordinances under the Agreement, with the exception of grossly negligent, willful or wanton conduct by the County.
- 7. Cost. The cost of services provided by the County shall be set forth in Exhibit "A", which is attached hereto and incorporated by reference. All fees shall be collected by the County; failure to receive fees associated with this Agreement will result in termination of this Agreement.
- 8. <u>Termination</u>. The Municipality or County may terminate the agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.
 - 9. Amendment. This Agreement may only be amended in writing upon the signature

of both parties. No oral agreements shall have any effect.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized offices of the day and year last set out below.

GASTON COUNTY		
ву:		
(Assistant) County M	anager Date	
•		
Board		
DALLAS		
BY:		
Signature	Date	,
Title:		
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	(Assistant) County M Board DALLAS BY: Signature	(Assistant) County Manager Date Board DALLAS BY: Signature Date Title:

Exhibit "A"

Codes:

Latest addition of the North Carolina Fire Prevention Code, as well as all Referenced Standards listed in the above mentioned Code.

County Ordinances:

None

Jurisdiction:

Incorporated area and extraterritorial jurisdiction of Town of Dallas

Cost:

Fire permits and inspections -- fees and fines collected



CONFEDERATE MEMORIAL SERVICE

1 message

Jim Lowery <deertrackhuntclub@gmail.com> To: Timothy Dale Leonhardt <tleonhardt85@gmail.com>

Tue, Jul 20, 2021 at 4:22 PM

Town Manager (Maria Stroupe) Honorable Mayor (Rick Coleman) Dallas Town Council

After dealing with the (corona virus) which has finally loosened its grip. It is time once again to request permission to perform Our Confederate Memorial Service on the Grounds of The Old Dallas Courthouse. This service is to Honor the Men and Boys of Gaston County who signed up on these very grounds to Defend their Homes and Firesides from the foot of an (Invader). If granted this will be our 12th annual service to Honor the 1500 plus who sacrificed everything to serve their Newly Formed Country, The Confederate States of America. We pledge to have an orderly service, and if granted will leave the grounds as we find them, by picking up behind Ourselves. We only need the area in front of the Courthouse and the Confederate Memorial Marker Honoring Our Soilders. Thank You and may God Bless Dixie!!!!!

Past Commander Jim Lowery Commander Tim Leonhardt

Requested Date and time of Service at 2pm September 25, 2021 Sat.



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:	Heritage and Harvest Days Tractor Parade (Cotton Ginnia ant	
Facility Requested:	HETITAGE and Harvest Days Tractor Parade (Cotton Ginning Bays	/
Applicant Name:	Jeff Hovis President]
Organization:	LGAMTRA	
Mailing Address:	308 Dakwood Drive	
City / State / Zip:	Mt. Holly NC 28120	
Daytime Phone:	7049134672 E-Mall: havis@eastgastun	. c t
Description of the Ev	vent: TERRITOR Operado to Casa de Casa	1 td.com
to county	In around courthouse and back	
Does the event have	a Facebook, Twitter, or other social networking page:	1
If yes, please list UI		
Date (s) Requested		•
Event Start Time:	9:00 Am Event End Time: (0:00 am	
Road Closure Time	Begins (if applicable): Road Closure Time Ends:	
Set Up Begins:	Set Up Ends:	
Preferred Date & Tir	me of Inspection (if required):	: :
Estimated Attendan	ice: 30 tractors	
The Event is:	Private (by invitation only) or Open to General Public	,
Describe the pro	ocedures to be used for selecting vendors and exhibitors for this event:	
	The state of the country of the coun	
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Applicant's Signature:	: aff Thi' Date: 7-30-21	4
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res, provide electrical loa hookups, fees may appi	y. RI	Des//a	MUR/ACENTI			e X]No

PERSONAL CLASSIFICATION OF A VENDORS TARREST PROSENT A SERVICIO.

A vendor is anyone who is serving, seiling, sampling, or displaying food, beverages, merchandise or services

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the event w	III have food vendors,	please check the f	ollowing that app	ly:		
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Value 18 A March 18 C. SERVICES (1981) A Revision of the Control o

The Town of Dallas does not provide amenities such as portable washrooms/tollets, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as event clean up, traffic control, etc.

TRASH CONTAINERS
In order to determine what types of containers best suit the needs of the event, please answer the following questions:
Will the event be serving/seiling/distributing beverages? Yes No
If yes, in what containers will they come packaged in?
aluminum cans glass bottles/jars plastic bottles/jugs/jars
How many trash cans are you requesting for trash?
How many recycle carts are you requesting?
Delivery Location?
Date and Time for rollout carts to be emptied?
Date and Time for rollout caffs to be picked up?
plastic, bottles, cans and event marketing signs. Clean-up fees may be incurred because of an applicant's fallure to clean and/or restore the site following the event. If you reasonably believe that no litter will be generated during your event, please state this in your plan. PUBLIC PROPERTY CLEAN-UP Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?
SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED) Stage Security Event Area Security Road Closure Security Other
Overnight Security From To :
Dates & Times security will be on site:
Security provided by: Number of Security Personnel:
Applicant may be required to hire sword off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.

SITE PLAN

Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets and the surrounding area. The plan should include the following information:

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, etc.
- Identify location of all cooking devices and open flames; generators and fuel storage.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.

	30	PARADE (Includ	es floats, vehicles, and perso	ons)	BICYCLES
		MARCH OR WALK	(persons only)		FOOT RACE
			Includes motorcycles)	N-11-	
		OTHER (Descript	ion: TAActors		
Number of F	ersons:	.30	% Children:	Reference of the Parks	
Number of \	/ehicles:	30	Vehicle Types:	Tractors	
Number of A	\nimals;		Kinds:	W. Allendaring	
A LIGHT LEADER	STANGER I	MES FOR EACH SEC a Fun Run).	F THERE IS MORE THAN O 3MENT. (Example: The "GE	NE SEGMENT TO AN I	EVENT, INCLUDE RUN" may
Star- Higher Street			sure Lane R Street), Turn	401	
On to		Trade and	rain to Ingle 1 then left		ure lane.
elleve appli	es to your e	vent. When planning	ROAD CLOSURI a foot or blke race anys typ guired information (listed ba a moving route, the ballas P	e of procession as more low) and any additional blice Dept. is available t	
• 1	NC and US	roadways will also red	quire approval from the NCD	OT.	
,	the propose darify the di	ed route to be traveled rections of movemen	I including the requested sta	rting and termination po	Int, Please also
• i	Routing plar other traffic ousinesses, Whether the Proposed lo	ns for traffic, illustrate for your event, include their own residences event will occupy all cations for barricades	a plan to include roads that a planned arrangements to re, places of worship and publior a portion of the street(s) re, signs and police/volunteers	esolve conflicts with pec c facilities including pub equested for use.	ple trying to reach lic transportation.
Ψ γ	vnite tempo	rary water base paint	minimum emergency access t can be used to mark the rou as Lowes Home, Home Dep	Ite on the streat navom	vent site. ent (May be purchased
se Note ; All	Outo of O dr	n a sola (11201A11011-01	otly reviewed by the Town of the Town of Dallas. The Tov ent and number of all barrics	en han final diametics -	
vivour o roqu				*1*1	
including, bu	UME, ADVI OF DALLAS	ERTISE, OR PROMO . CONFLICTS DO AI	TE YOUR EVENT UNTIL YORRISE AND CHANGES TO TH	DU HAVE A SIGNED P JE REQUEST MAY BE	ERMIT FROM NECESSARY

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the Town **Attorney** within ten calendar days after receipt of the response from Step 3. The Town **Attorney** shall investigate the grievance and respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The Town **Attorney's** decision shall be the final decision. The Town Attorney and/or Manager would notify the Town Board of any impending legal action.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL PROPOSED REVISION

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the **Mayor** within ten calendar days after receipt of the response from Step 3. The **Mayor** shall investigate the grievance and respond to the appeal, stating the determination of decision within ten calendar days after receipt of the appeal. The **Mayor's** decision shall be the final decision. The Town Attorney and/or Manager would notify the Town Board of any impending legal action.

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: 2021-05	Contiguous X Non-Contiguous
DATE: <u>6-16-2011</u>	FEE: \$500.00
Current Property Use: Vacant	Requested Zoning: Conditional Zoning R-5
Planned Property Use: Single Family Detached S	
To the Board of Aldermen of the Town of Dailas: We, the undersigned owners of real property, respectform. No address assigned, DALLAS, NC 20 parcel ID #, be annexed.	8034, further identified as
Print owner name(s) and information:	
Name Helen Rhyne Address 3633 Dallas Cherryrille	Phone 704-922-3625
Address 3633 Dallas Cherryrille	e Hory, Dallas NC28034
Name	Phone
Address	
NameAddress	Phone
Address	
Attachments included with Petition:	
 Legal description (as noted in property deed Letter outlining reasons for annexation req List of Abutting Property Owners Survey or Plat suitable for recordation \$500 Fee 	
Owner's Signature: Helen Rhygne	Date: 6-16-21
Owner's Signature:	Date:
Owner's Signature:	Date:
Received By: Mulan / 21706/	Bate: K-16-2021

Helen P. Rhyne - Petition for Annexation Parcel # 169184

Letter outlining reason for annexation request:

We want this piece of property (Parcel # 169184) on Dallas High Shoals Hwy. annexed into the town of Dallas for possible residential development.

Applicant Signature:

lelen P. Rhyne

The state of the s	affigetes and high production of months of months of the production in the same of the productions of the production of
Was Torra Davis & Rhyne, Routs 1. Box 286, Dallas	
This instrument was properted by: William G. Holland, Attorn	ey at Lay inne 83 pure 521
WARRANTY DEED Form WO-692	Printed and for salo by James Williams & Co., Inc., Yudkinville, N. C. 27003
STATE OF NORTH CAROLINA, GENERAL	R County
EVEL SUB APRHYNE; and BOBBY H. RHYNE and wife	
EVEL SUB AT RHYNE and BOBBY H. RHYNE and wife	, FRANCES S. RHYNE; and DAVIS A. RHYNE
	of Gaston County
and Section Nurth Circling homotographs called GRANTOR, and DAVIS A. RI	arm and wire, Halka P. RHYAR, as tenants by
	والمرافق والمرافظ والمرافز والمستهدر والمرافز والمستهدر والمرافز و
Saston Saston	County and State of North Carolina, heromatter called URANTEE.
WITHPERFITTIN They that Cleanter for wall in consideration of the con- of	ሰክል (\$1 ሰ በ)
and other good and valuable considerations to him in hand paid by the Grance, the and conveyed, and by those presents does give, grant, bargain, tall, convey and conveyed, and the state presents does give, grant, bargain, tall, convey and conveyed and	is receipt whereof is hereby acknowledged, has given, property, bareaned, sold
and conveyed, and by those presents does give, grant, bargain, sell, convey and conveyed to Dallas	mino una the Ciantee, bis hell and Il Mile San Van Steinin primiter in
The state of the s	Jaston County, North Carolina, described as follows:
BECINNING at a reilroad spike in the paved portion spike being located South 28 degrees 17 minutes 2	28 seconds East 291.13 foot from the worthown.
most corner of that certain tract of land which v	785 CODVEYED to Henry F. Rhyne and rd fo
Gertrude F. Rhyne, by E. Fritz Blankenship and wi	ife, Evelyn Blanksnohip, by deed dated November,
veed book 434, at rage Jou and runs thence South	28 degrees 17 minutes 28 manada wash oot ta
teet to a railrond spike located in the right-of-	Way of old U.S. Hiphway Wo. 301, shape with
the northwesterly boundary line of the property of Stroup, as described in deed recorded in the about	Jementioned registry in Deed Road 1406 of Deen
buu, south is degrees as minutes as seconds West	306.50 feet to ent against the tran nine channe
with Stroups' westerly boundary line, South 29 de to an existing iron pin; thence with the westerl	grees 54 minutes 18 seconds East 68.14 feet
<i>- Well Vosto</i> n and wife. Charlotte Lee Poston. <i>a</i> nd	Phyllic is Lowe Militie up deconstant to decom
recorded in the abovementioned registry in Deed I Page 524, respectively, South 29 degrees 45 minut	look 454, at Page 82 and Deed Book 1334, at
aron pin; thence with the westerly boundary line	tes 2013econds Bast 224.30 fact to an existing of the property of Lewis B. Clemmar and wife,
- nottre training promise, as described in assu town	THE TAX THE WAY TO BE AGE OF THE WAY THE THE THE THE TAX A THE A
Book 1942, at Page 143, South 29 dagrees 44 wilking	the ARbarande Root 16 Al front to an ambusing
Edna M. Bartin, as described in deed recovered to	The showship of postation and that the
ng rake jaa. Duud en mannan di niduka di niduka di manan ini	Will that the the thirt was an arranged the second
thence with the northerly boundary lines of the and wife, Billie L. Moffitt, Harold in White and	property of Jimmy D. Normon. Joseph D. Moffeet
Mildred B. Foster, Mitchell B. Matlure and Wife.	Namey Frye McClure, and Douglas, B. Meclura
and wife. Kimberly W. McClure, and described in de	was been been became and in the construction of the
in Deed Book 1176, at Page 75, Deed Book 1110, at Book 1030, at Page 167, Deed Book 1060; at Page 2	Page 388, Deed Book 1098, at Page 540, Deed
AL PAKE 243 ALC NEED DOOK BYSTE BOOK ALE 140. TAKE	BCCIVALY, NORTH IS CARREAU BU mfsuirea Al
seconds west 1,265. By Meet We an existing from of	n located in the easterly houndary time of
the property of Pearl J. Symmer as described in d in Deed Book 546, as Page Just thence with Pearl	eed recorded in the abovementioned registry
derrees 08 minutes 14 seconds West 106.32 foot to	T. Fund dates canada entre must entrated un
Summey's northerly boundary line, North 80 degree	18 04 Minutes 28 seconds West 165 feet to an
iron pin set; thence with a new line, North 60 d feet to an iron pin set; thence with another new	egrees of minutes 23 seconds East 1,101,88 I line. North 13 degrees 61 minutes 19 commo
East 656.72 feet to the point of beginning and co	ntaining 12.429 scree.

The above description by courses and distances is taken from a plat entitled "Survey Made at the Request of Gertrude F. Rhyne Est." made by John W. Lineberger, Registered Surveyor, dated July 30. 1986, on which subject property is identified as Track No. 2. a copy of which said

Abutting Properties

PID # 170287 & 169122 Marilyn S Finger irrevocable Trust 2701 Jackson Square, Anderson, SC 29625

PID #169115 Jerry & Pamela Buller 110 Hull Dr. Dallas, NC 28034

PID# 169183 Wilson Family Rentals LLC PO Box 1422 Gastonia, NC 28053

PID #169177 & 217241 Gastonia Flea Market LLC C/O Barnyard Flea Market-Dallas PO Drawer 12187 Columbia, SC 29211

PID# 169187 Thomas Goodson 175 Terry Lane Dr. Dallas, NC 28034

PID# 169188 & 169189 Jams Kidd 3723 Dallas High Shoals HWY. Dallas, NC 28034

PID#169191 Jeffrey & Patricia Scronce 3715 Dallas High Shoals HWY. Dallas, NC 28034

Parcel #169190 Brittany Peeler 3713 Dallas High Shoals HWY. Dallas, NC 28034

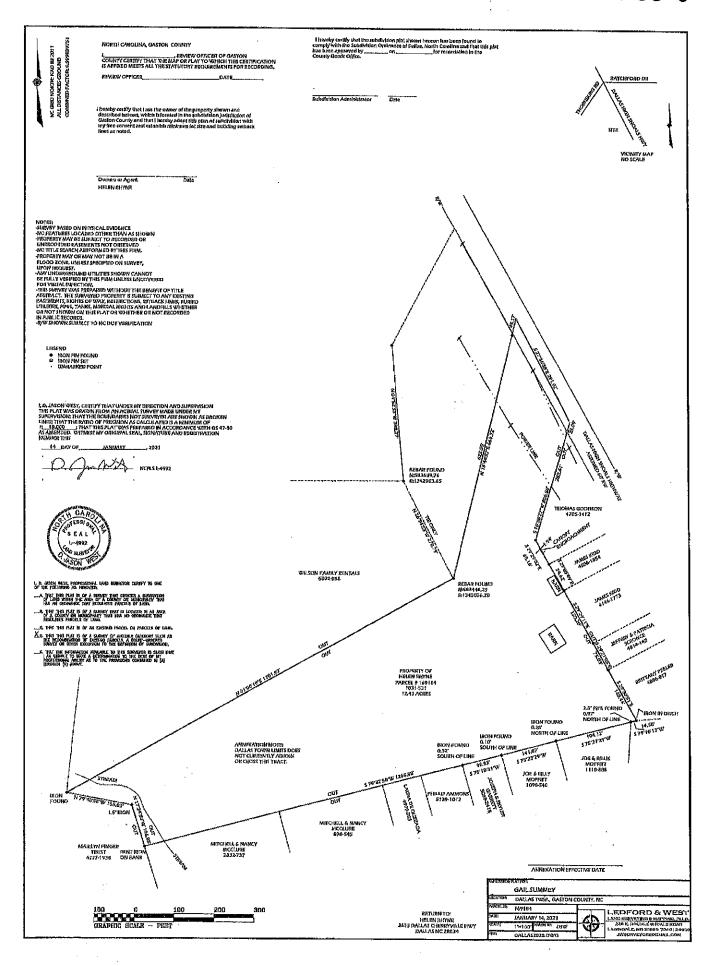
Parcel#169218 Gita & Binita Patel 2011 Fairways Dr. Cherryville, NC 28021 Parcel #169219 Joe & Billie Moffit 220 Keener Dr. Dallas, NC 28034

Parcel #169221 Joseph & Skylar Garrett 226 Keener Dr. Dallas, NC 28034

Parcel #169222 Phillip D Ammons 230 Keener Dr. Dallas, NC 28034

Parcel #169223 Laura Quezada 322 Keener Dr. Dallas, NC 28034

Parcel # 226034 & 169186 Mitchell & Nancy McClure 226 Keener Dr. Dallas, NC 28034



TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: 2021-01	X Contiguous	Non-Contiguous
DATE:June 14, 2021		FEE: \$500.00
CurrentPropertyUse: Vacant		Requested Zoning: Conditional Zoning - R-
Planned Property Use: Single Family Del	lached Subdivi	slon
To the Board of Aldermen of the Town of Dal We, the undersigned owners of real property, res	lias: pectfully request	that the area described as
No address assigned DALLAS,	NC 28034, furthe	r identified as
parcel ID # 303651, 170287, 169122 be an	nexed to the Tox	vn of Dallas.
Print owner name(s) and information:		
Name Rosemary Finger Routszong	Phone	704-674-2170
Address 2701 Jackson Square, Anderso	n, SC 29625	The state of the s
Name		
Address		en e
Name	<u>Phone</u>	
Address		The state of the s
Attachments included with Petition:		
 Legal description (as noted in property Letter outlining reasons for annexation List of Abutting Property Owners Survey or Plat suitable for recordation \$500 Fee 	request	
Owner's Signature: Mailyn Stringer	Kontsgor Laurenbare:	June 14,2001
Owner's Signature:	Date:_	V
Owner's Signature:	Date:	All the state of t
Received By: Miles M. Stale	Date:	6/15/2021

June / 4 2021

trustee for the muilyn of Trust of Prince of Survey in to the Town of Dalles, to be a part of the new conditional regoning of the Jown of Dalles.

Sincerely, Kosemary Ferger Kontsgorp

LEGAL DESCRIPTION PROPERTY ANNEXED INTO THE TOWN OF DALLAS 51.5552 ACRES

That certain tract or parcel of land situated, lying, and being in the Dallas Township, Gaston County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing #5 rebar lying on the existing Dallas town limits and marking the southeast corner of the Ryon Dearing & wife, Christina Dearing property as described in Deed Book 4882, Page 2145 and runs thence with the Dearing property and the new Dallas town limits four (4) courses and distances as follows: (1) North 15-19-51 East 343.44 feet to an existing #5 rebar in the center of Meadow Way Drive, a 20' perpetual nonexclusive right-of-way; (2) North 73-02-02 West 281.90 feet to a point in the center of Meadow Way Drive; (3) North 85-14-22 West 92.90 feet to a point in the center of Meadow Way Drive; (4) South 70-25-09 West 41.38 feet to an existing #5 rebar in the center of Meadow Way Drive and lying on the eastern property line of the Jodie Depascale property as described in Deed Book 5157, Page 1988; thence with the Depascale property and the new Dallas town limits two (2) courses and distances as follows: (1) North 22-16-15 West 154.52 feet; (2) North 75-35-10 West 392.16 feet to an existing #4 rebar lying on the existing Dallas town limits and laying on the eastern property line of the William J. Summey & wife, Carole Rogers Summey property as described in Deed Book 1946, Page 708, thence with the Summey property and the existing Dallas town limits three (3) courses and distances as follows: (1) North 14-25-00 East 211.92 feet to a point; (2) North 13-07-44 East 1200.35 feet to a point; (3) North 13-32-55 East passing an existing 1" iron pipe at 269.84 feet a total distance of 282.75 feet to a point on the southern property line of the Rosemary F. Routzong, trustee of the Marilyn S. Finger Irrevocable Trust property as described in Deed Book 4777, Page 1938; thence with the Rosemary F. Routzong, trustee of the Marilyn S. Finger Irrevocable Trust property and the new Dallas town limits South 79-35-41 East 156.05 feet to an existing #4 rebar marking the southwest corner of the Jerry Wayne Buller and wife, Pamela A. Buller property as described in Deed Book 4825, Page 444; thence with the Buller property and the new Dallas town limits South

79-52-18 East 251.55 feet to an existing #5 rebar marking the southern corner of the Wilson Family Rentals, LLC property as described in Deed Book 5022, Page 858 and the southwestern corner of the Helen P. Rhyne property as described in Deed Book 1831, Page 531; thence with the Rhyne property and the new Dallas town limits two (2) courses and distances as follows: (1) South 79-36-46 East 164.80 feet to an existing #10 rebar; (2) South 17-43-25 East 106.77 feet to an existing 3/4" iron pipe marking the western corner of the Mitchell McClure and wife, Nancy McClure property as described in Deed Book 2832, Page 737; thence with the McClure property and the new Dallas town limits South 18-43-56 East 99.95 feet to an existing #4 rebar marking the western corner of the Steven David Morris property as described in Deed Book 4989, Page 1318; thence with the Morris property and the new Dallas town limits South 18-42-50 East 105.72 feet to an existing #5 rebar marking the western corner of the Steven David Morris property as described in Deed Book 4988, Page 707; thence with the Morris property and the new Dallas town limits South 19-45-47 East 100.06 feet to an existing #5 rebar marking the western corner of the Stephen Webber and wife, Anthea Webber property as described in Deed Book 2857, Page 292; thence with the Webber property and the new Dallas town limits South 19-43-06 East 200.20 feet to an existing #5 rebar marking the western corner of the Leslie Fay Ferguson property as described in Deed Book 4691, Page 1567; thence with the Ferguson property, the Andrew Gibbon and wife, Lesly Gibbon property as described in Deed Book 4414, Page 473, the Laura Quezada property as described in Deed Book 4718, Page 970 and the new Dallas town limits two (2) courses and distances as follows: (1) South 20-02-01 East 299.97 feet to an existing 2.5" axle; (2) South 20-26-49 East 39.95 feet to an existing 1/2" iron rod marking the western corner of the Charles Michael Brooks, et.al. property as described in Estate File 12E-1343; thence with the Brooks, et.al. property and the new Dallas town limits two (2) courses and distances as follows: (1) South 20-07-12 East 4.46 feet to an existing 2.5" axle; (2) South 36-45-37 East 197.19 feet to an existing 2.5" axle lying on the existing Dallas town limits and marking the northwest corner of the Frances Kirby and Samuel Summey property as described in Estate File 2018-872; thence with the Kirby and Summey property and the existing Dallas town limits four (4) courses and distances as follows; (1) South 09-26-57 East 379.52 feet to an existing 3/4" iron pipe; (2) South

09-30-47 East 300.59 feet to an existing 1" pinched top iron pipe; (3) South 09-26-54 East 199.23 feet to an existing 3/4" axle; (4) South 09-11-54 East 34.45 feet to an existing 2.5" iron pipe marking the northwest corner of the Gaston Area Lutheran Foundation, Inc. property as described in Deed Book 4218, Page 2058; thence with the Gaston Area Lutheran Foundation, Inc. property and the new Dallas town limits South 09-30-31 East 365.74 feet to a point in a 36" poplar tree lying on the existing Dallas town limits and marking a corner on the northern line of the Gaston Area Lutheran Foundation, Inc. property as described in Deed Book 4633, Page 377; thence with the Gaston Area Lutheran Foundation, Inc. property and the existing Dallas town limits two (2) courses and distances as follows: (1) North 68-04-26 West 531.53 feet to an existing 4" iron pipe with a square top; (2) South 78-52-31 West 366.70 feet to the Point or Place of BEGINNING; containing 51.5552 acres of land.

and the second second second

Abutting Properties

PID # 212567 & 214259 Gaston Area Lutheran Foundation 916 S Marietta St, Gastonia, NC 28054

PID #198469 Andrew B & Haley O Borcherdt 1141 Meadow Way Dr. Dallas, NC 28037

PID #303650 Jodle Depascale 1150 Meadow Way Dr. Dallas, NC 28034

PID # 170286 William & Carole Summey 1506 Dallas Cherryville HWY Dallas, NC 28034

PID #169115 Jerry & Pamela Buller 110 Hull Dr. Dallas, NC 28034

PID #169183 Wilson Family Rentals LLC PO Box 1422 Gastonia, NC 28053

PID #169186 Mitchell & Nancy McClure 240 Keener Dr. Dallas, NC 28034

PID #226035 & 170151 Steven Morris 304 Keener Dr, Dallas, NC 28034 PID #170150 Stephen & Anthea Webber 306 Keener Dr. Dallas, NC 28034

PID #170150 Leslie Ferguson 114 Bogus Dr. Dallas, NC 28034

PID #170148 Andrew & Lesly Gibbon 416 Poplar Springs Church Rd. Shelby, NC 28152

PID #220344 Laura Quezada 322 Keener Dr. Dallas, NC 28034

PID #170143 Charles Brooks & Others PO Box 822 Dalias, NC 28034

PID #170057 Frances Kirby & Samuel Summey 212 Whiteoaks Circle Bluffton, SC 29910

PID #169184 Helen P. Rhyne 3633 Dallas Cherryville HWY Dallas, NC 28034

