

**Town of Dallas Board of Aldermen Regular Meeting
Dallas Historic Courthouse, 131 N. Gaston St. Dallas
Tuesday, October 14th, 2025 6:00 PM**

Hayley Beaty, Mayor
Frank Milton
Hoyle Withers

Sam Martin, Mayor Pro-Tem
Jerry Cearley
Alan Cloninger



-
- 1. Invocation and Pledge of Allegiance to the Flag**
 - 2. Motion to Approve Agenda with Additions or Deletions**
 - 3. Motion to Approve Minutes**
 - A. September 9th, September 23rd Work Session Minutes 2
 - 4. Recognition of Citizens: Time set by Mayor**
 - A. Students of the Month – Carr Elementary
 - 5. Motion to Approve Consent Agenda**
 - A. Gaston Aquatics Easement 9
 - B. Compensatory Time Policy 14
 - 6. Public Hearings**
 - A. Primo Partners LLC Annexation Z-2025-04 15
 - B. Primo Partners LLC Rezoning Z-2025-04 28
 - C. Text Amendment - § 153.113 Variance And Special Use Permits For Non-Conforming Uses 40
 - D. Gaston Aquatics Amended Extension Agreement 42
 - 7. Old Business**
 - 8. New Business**
 - A. Text Amendment - Chapter 90 ANIMALS 90.99 Penalty; Section 90.01 Penalty 57
 - B. Text - Parking Schedule 1 60
 - 9. Mayor & Aldermen's Report**
 - 10. Manager's Report**
 - 11. Adjourn**

MINUTES FOR BOARD OF ALDERMEN MEETING
September 9th, 2025
6:00 PM

The following elected officials were present: Mayor Beaty, Alderman Milton, Alderman Cearley, Alderman Withers, and Alderman Martin. Alderman Cloninger was absent.

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Lindsey Tysinger, Town Clerk; Tom Hunn, Town Attorney; Zack Foreman, Assistant Public Works Director; Kristin Boone, Finance Director; Stuart Valzonis, Planning Director; Bill Trudnak, Public Works Director; Willie Smith, Electric Director; and Sonny Gibson, Electric Supervisor.

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

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

Approval of Agenda:

Alderman Martin made a motion to approve the agenda with the removal of the Closed Session § 143-318.11(a)(3) and addition of Item 8E, seconded by Alderman Milton and carried unanimously.

Approval of Minutes:

Alderman Milton motioned to approve the minutes from the July 8th, and July 22nd Minutes with corrections to July 8th Minutes pg. 5, seconded by Alderman Martin and carried unanimously.

Recognition of Citizens:

The Mayor opened the floor for the Recognition of Citizens and Public Comment.

Jeremiah Doster of 103 N. Holland St. owner of the pickle, spoke on the food truck ordinance. Had questions on whether to have the food truck receive a permit from the Town or can he not have a truck parked outside his business during business hours.

Mike Fields of 1333 Philadelphia Church Road, thanked Town Staff for all their hard work, and spoke about upcoming events in the Town.

Curtis Wilson of 438 S. Gaston St, Prayed over Town.

Consent Agenda:

Item 5A - Budget Amendment for LSL Phase II

The Town of Dallas has been awarded the Lead Service Line (LSL) Phase II grant of \$1,000,000. This grant is in addition to the Phase I grant we have already completed, as this will extend Phase I into Phase II following the inventory and analysis of the Town's lines. In doing so, we have to pay NC DEQ the 2% closing fee for this grant, in turn, there will be no other match associated with the Phase II. Attached, you will find a budget amendment appropriating funds in the amount of

\$20,000 to pay directly to NCDEQ for the 2% closing fee (admin fee) for grant SRF-D-LSL-0141 (Exhibit 5A-1)

Item 5B - Resolution Accepting Funds for LSL Phase II Grant

All community and public water supply systems must comply with the EPA's Lead and Copper Rule Revisions (LCRR) that went into effect December 16, 2021. Compliance requires an inventory of all service lines by October 16, 2024. The Town has completed phase one of the official Lead Service Line replacement AIA study, formally adopted a resolution Letter of intent to fund for Phase II and now we have been awarded \$1,000,000 in grant funding to complete Phase II. Attached is the resolution approving the Town's acceptance of LSLR project including Lead service line inventory, find and replace, and replacement. (Exhibit 5B-1)

Item 5C - Resolution for In Lieu Payments

During the August 2025 work session, staff presented to the Board a process to begin accepting payment in-lieu of sidewalk construction. The reasons behind in-lieu payments would be simply, there may be circumstances where the construction of required improvements is not feasible or not in the best interest of the Town at the time of development, so instead of requiring the infrastructure to be installed, in lieu payments would come into place. This would be the first step of the process, with the second being the proposal of a text amendment to be included in our ordinance. (Exhibit 5C-1)

Alderman Martin made a motion to approve the Consent Agenda, seconded by Alderman Milton and carried unanimously.

New Business:

Item 8A - Fee Schedule Changes

At the August Work session, staff provided to the Town Board some needed financial items to be updated in our FY2026 fee schedule. They are as follows:

A: Reduce the \$550 appeal process to \$325.00 per application and a refund granted if appeal is won

B. Add \$50.00 per applicant for a permit for chickens

C. Add \$100.00 fee for ACH request payments to vendors

D: Duke Energy Fuel Cost overbudget- Increase each kWh rate by \$0.01 to cover the fuel increase cost imposed by Duke Power

E: Increase to cover Duke Power projected rate increases.

Attached, you will find two fee schedules up for approval. Option one being items: A,B,C,D and Option Two being items: A,B,C,D,E. Only one fee schedule is needed for adoption.

Alderman Martin made a motion to remove options D & E and to approve options A, B, C, seconded by Alderman Milton and carried unanimously. (Exhibit 8A 1-5)

Item 8B - Text Amendment - § 35.11 KNOX BOXES

Fire Chief Earl Withers submitted a staff-initiated text amendment. The text amendment adds language to Section 35.11 requiring any property or business obtaining a permit for an interior remodel or demolition must be required to add a Knox Box, with the exception of properties that are used solely for Single-Family Residential. (Exhibit 8B-1)

Alderman Withers made a motion to approve the § 35.11 Knox Boxes Text Amendment, seconded by Alderman Milton and carried unanimously.

Item 8C – Text Amendment - § 72.99 Penalty

Staff was directed to update the penalty for 72.99 due to being outdated. The proposed text amendment will update the penalty to be in accordance with General Statute §14-4. Attached is the proposed text amendment with changes. (Exhibit 8C-1)

Alderman Withers made a motion to approve the § 72.99 Penalty Text Amendment, seconded by Alderman Martin and carried unanimously.

Item 8D - Establishing ‘Mayor Student Council’ as an Advisory Board

To formally propose the establishment of Mayor Student Council as an Advisory Board to provide recommendations and input to the Board of Aldermen on youth engagement, promote civic education, and to foster leadership among students. Attached is the resolution to consider establishment. (Exhibit 8D 1-2)

Alderman Milton motioned to approve the Establishing ‘Mayor Student Council’ as an Advisory Board, seconded by Alderman Martin and carried unanimously.

Item 8E – Award Contract for Budgeted Garbage Truck (ADDITION)

Request for proposals were sent out for financing of the budgeted garbage truck in this year's budget. Proposals were opened on September 8th, 2025. Elite Finance Group was the lowest, responsible, responsive bidder with a 5 year loan at 4.35% and a 6 year at 4.33%. Town staff thinks it's in the best interest to do a 5 year loan as opposed to a 6 year as this will be housed in the general fund and there will be more debt coming in the near future. Attached, you will find a memorandum of the bids in more detail.

Alderman Withers made a motion to approve the Award Contract for Budgeted Garbage Truck, seconded by Alderman Milton and carried unanimously.

Mayor and Aldermen's Report:

Mayor Beaty – Having a homecoming parade, would love to see employees participate. Appreciates all the work our staff is doing, community is doing, our business are doing, all are doing a wonderful job.

Alderman Milton – Would like to extend thanks to the Public Works Department, over the labor day weekend. Would like to discuss our standings with junk collection. Many towns have a schedule or a fee. Would like to discuss this at the next work session.

Manager's Report:

Fire Department is having a fire burn on September 16, 305 N Holland 7pm, We also have the 9/11 event, 6:30pm this Thursday. Staff got together and came up with some options for the homecoming parade and bonfire. Parade will be September 24th and 6:00 pm, with bonfire at 7:00pm.

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

MINUTES FOR BOARD OF WORK SESSION
September 23rd, 2025
5:00 PM

The following elected officials were present: Mayor Beaty, Alderman Martin, Alderman Withers, Alderman Milton, and Alderman Cearley. Alderman Cloninger was late.

The following Staff members were present: Jonathan Newton, Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Lindsey Tysinger, Town Clerk; Bill Trudnak, Public Works Director; Zack Foreman, Assistant Public Works Director; Stuart Valzonis, Planning Director; Brittany Beam, Planner; and Earl Withers III, Fire Chief.

Mayor Beaty called the meeting to order at 5:01 pm.

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

Mayor Beaty asked if there were any additions or deletions to the agenda. Alderman Withers made a motion to approve the agenda with the additions of items E - discussion concerning the ordinance on trailers and campers, F - staff update on mill, and G - update on properties of East Church and South Spargo, requested by Alderman Milton, seconded by Alderman Milton and carried unanimously.

New Business:

Item 3A – Bulk Trash Pickup

Staff was asked to bring the trash and bulk pick-up schedule to discuss recommendations and options to alleviate issues.

Items Not Collected

1. Tires
2. Electronics (including televisions, radios, computers, and similar equipment)
3. Paint or other flammable liquids
4. Debris generated by tree contractors
5. Debris generated by construction contractors

Trash and Bulk Pickup Schedule

- Tuesday: All areas north of Trade Street to Alray Tire Center, excluding Summey Knoll and Eden Glen Developments.
- Wednesday: Summey Knoll, Eden Glen, and all areas south of Trade Street to Gaston Avenue.
- Thursday: All areas east of Gaston Avenue, including Spencer Mountain Village, Alders Ridge, and Oak Grove Trailer Park.

Staff and Board discussed bulk trash pick up options. Staff will bring back recommendations for the Board to review.

Item 3B - Primo Partners LLC Rezoning Z-2025-04

Primos Partners LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170282, 170284 along Dallas Cherryville Highway, submitted a rezoning petition Z-2025-04

requesting to establish R-10 (Single-Family Residential). This rezoning was submitted along with an annexation that has a public hearing set for October 14th. If annexation is approved on October 14th, staff will bring the rezoning back for a public hearing at the following meeting, date to be determined. Applications, staff report, planning board minutes, and other documents attached. (Exhibit 3B 1-8)

Board directed Staff to set a public hearing for the October board meeting.

Item 3C - Chapter 72 STOPPING, STANDING AND PARKING, Chapter 76 PARKING SCHEDULES

Staff was asked to review street parking and the current parking schedule. Staff have proposed streets with a width of 20 feet or less to have parking prohibited. Streets with a width of 21 to 24 feet to allow parking on the right side of streets. Streets with widths of 25 feet or more to allow parking on both sides. Attached is the proposed changes to Chapter 72 and Chapter 76 to be reviewed and discussed. (Exhibit 3C 1-13)

Board questioned penalties and towing for violations of no parking. Staff will look into enforcement of violations and what other municipalities are doing. Zoning staff will look into a possible parking construction permit. Town Engineer Johnny Denton brought up the typical road requirements from the zoning ordinance for new developments and the requirements. Board would like to see the parking ordinance and the typical road requirements to align so ordinances do not contradict each other.

Item 3D - Chapter 90 ANIMALS 90.99 Penalty; Section 90.01 Penalty

Staff is proposing to update the penalty in Chapter 90 (Animals) to align with the penalty in Chapter 92 (Nuisances) since animal-related violations under Chapter 90 frequently overlap with nuisance-related concerns addressed in Chapter 92, including noise, sanitation, and public safety. This change would improve enforceability and administrative processes. Section 90.01 would be changed to reference the penalty 90.99 instead of 10.99 to be more uniform with enforcement standards. (Exhibit 3D 1-2)

Board directed staff to bring back for a vote.

Mayor & Aldermen's Report: Alderman Milton requested removing Items E, F, and G, he will get update from the Town Manager.

Mayor Beaty – National Night Out is October 7th, for the Board I do have a tent for us to be present and would like to have everyone come out.

Manager's Report: We received the shade sail at for the picnic tables at the playground. Just reminder the Home Coming Parade is tomorrow from 6-8. Fire Department is doing a live burn tonight at 7 o'clock.

Alderman Cloninger made a motion to go into Closed Session, seconded by Alderman Martin and carried unanimously (5:46).

Alderman Martin made a motion to go out of Closed Session, seconded by Alderman Milton and carried unanimously (6:00).

Alderman Milton made a motion to adjourn, seconded by Alderman Martin and carried unanimously (6:00).

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston Aquatics Easement

AGENDA ITEM NO. 5A

MEETING DATE: 10/14/2025

BACKGROUND INFORMATION:

To go along with the Amended Economic Agreement, there is also an easement in which the Town needs to approve and sign that relates to the two buildings at the ball fields and the electrical infrastructure.

Attached you will find the easement presented to the Town by the Gaston Aquatics Inc, in which you can direct the Manager to sign and approve to get this document back to their attorney.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Drawn by & Return:
Marie M. Anders, Atty.
124 W. Catawba Ave., Mt. Holly, NC 28120

NORTH CAROLINA
GASTON COUNTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2025, by and between GASTON AQUATICS, INC., a North Carolina nonprofit corporation, hereinafter referred to as “Grantor”; and the TOWN OF DALLAS, a North Carolina municipal corporation, hereinafter referred to as “Dallas”;

WITNESSETH:

THAT WHEREAS, Grantor is the owner of a certain tract of land (“the Grantor Property”) in the County of Gaston, State of North Carolina, and being more particularly described in Deed Book 5395, Page 516, Gaston County Public Registry; and,

WHEREAS, Dallas is the predecessor in title to the Grantor Property; and,

WHEREAS, two existing block buildings (“the Buildings”) located on the Grantor Property and used by Dallas for storage purposes are situated on the northeastern portion of the Grantor Property, more particularly shown on a survey drawn by John W. Lineberger, PLS, on February 17, 2023, a copy of which is marked “Exhibit A,” attached hereto and incorporated by reference, surrounded by fencing erected by Dallas which delineates the boundaries of the area hereinafter known as “the Easement Area”; and,

WHEREAS, Dallas has requested Grantor to allow the Buildings to remain where they are situated, which Grantor has agreed to do upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor grants permission to Dallas for the fencing and Buildings described hereinabove to remain upon the Grantor Property and for the Easement Area and improvements therein to be used by Dallas and its employees, contractors, agents, and invitees. Dallas shall secure the fencing and Buildings and shall not permit them to be accessed by the general public.
2. Dallas agrees that there shall be no additional improvements or modifications within the Easement Area or any enlargement of the Easement Area beyond the boundary established by the current fencing without the permission of Grantor. Further, at such time as the Buildings are removed or no longer exist, then the easement hereby granted, and this Agreement, shall terminate and be null and void. Dallas agrees to sign an acknowledgment of termination of this Agreement to be recorded in the Register of Deeds of Gaston County, North Carolina, if requested by Grantor, but such acknowledgment shall not be required to demonstrate termination of this easement.
3. That Dallas shall indemnify and hold harmless Grantor for any personal injury, death, or property damage that may result directly or indirectly from the use of the Easement Area and Buildings by Dallas or its employees, contractors, agents, and invitees. Dallas shall provide general liability insurance covering the Buildings and Easement Area and shall name Grantor as an additional insured. This provision expressly survives any termination of this Agreement.
4. That Dallas shall be solely responsible for any upkeep, repair, and all other costs of maintenance of the fencing and Easement Area. That Dallas agrees that it will maintain the fencing, Buildings, and Easement Area in such a manner as to keep them neat in appearance, including but not limited to, trimming the grass, keeping trash and debris removed, and clearing of weeds and dead plants.
5. Grantor may terminate this Easement Agreement at any time for any reason or no reason upon 180 days' written notice to be delivered to Dallas at: c/o Town Manager, 210 N. Holland Street, Dallas, NC 28034. Dallas may terminate this Easement Agreement at any time for any reason or no reason upon written notice to be delivered to Grantor at: c/o Donna Taylor, President, 3340 Robinwood Rd., Suite 100-409, Gastonia, NC 28054. Either party may update their notice address by providing a new address in writing to the other party. Should Dallas fail to maintain the Easement Area in such a manner as required herein, to keep the Easement Area secure, to keep general liability insurance as required herein, or shall be in default of any other term or requirement in this Agreement, then Grantor may give written notice to Dallas in the manner described above of intent to terminate this Agreement for cause and Dallas shall have thirty (30) days from receipt of such notice of intent to cure such default. If Dallas fails to cure the default within such thirty-day period, then Grantor may terminate this Agreement upon thirty (30) days' additional notice of termination to Dallas at the address provided above. If this Agreement is terminated by either party, then Dallas agrees to remove the Buildings and fencing before the termination date of this Agreement and restore the Easement Area to the condition it was prior to the erection of the fencing and Buildings. In the event that Dallas does not remove the fencing and Buildings before the termination of this Agreement, then Grantor

shall have the right, but not the obligation, to remove the fencing and Buildings, which shall expressly be owned by Grantor.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties, but Dallas shall have no right to assign this Agreement.
7. Grantor further grants to Dallas an electrical easement having a width of 10 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate conduits with other apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity to the Buildings and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. This right-of-way is given to permit the electrical service of the Buildings. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement.

TO HAVE AND TO HOLD said rights and permits to Dallas and Grantor, or their successors in interest. This Agreement shall remain in force and effect and shall run with the land until such time as it is terminated by either party in accordance with the terms and conditions above.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

DALLAS
Town of Dallas

GRANTOR
Gaston Aquatics, Inc.

By: _____
Jonathan Newton, Town Manager

By: _____
Donna Taylor, President

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for _____ County and said State, do hereby certify that Jonathan Newton personally appeared before me this day and acknowledged that he is Town Manager of the Town of Dallas, a North Carolina municipal corporation, and acknowledged, on behalf of the corporation, the due execution of the foregoing document on behalf of the Town of Dallas. This the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
(SEAL)

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for _____ County and said State, do hereby certify that Donna Taylor personally appeared before me this day and acknowledged that she is President of Gaston Aquatics, Inc., a North Carolina nonprofit corporation, and acknowledged, on behalf of the corporation, the due execution of the foregoing document on behalf of Gaston Aquatics, Inc. This the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
(SEAL)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Compensatory Time Policy

AGENDA ITEM NO. 5B

MEETING DATE: 10/14/2025

BACKGROUND INFORMATION:

With a new governmental accounting standards board law that went into effect July of 2026, it is time that we look at the Town's Comp time policy. The concept of compensatory time given to employees in a whole, is a good thing, however; on the flip side, it's a liability for the Town to carry on the books.

Attached, is a recommended Compensatory Time policy to be adopted by the Board of Aldermen and put into the Town's personnel policy.

MANAGER RECOMMENDATION: To adopt the comp time policy

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Primo Partners LLC Annexation Z-2025-04

AGENDA ITEM NO. 6A

MEETING DATE:10/14/2025

BACKGROUND INFORMATION:

Primos Partners LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170282, 170284 along Dallas Cherryville Highway, submitted an voluntary contiguous annexation petition of approximately 24.68 acres.

This application was submitted along with a rezoning petition Z-2025-04 requesting to establish R-10 (Single-Family Residential).

Staff was directed to investigate the sufficiency of the petition to determine if it meets the standards of 160A-31 at the Board of Aldermen Regular Meeting on August 12th, 2025. The petition has been deemed sufficient and the Board set a public hearing for the annexation of the property, per NCGS §160A-31(c).

Supporting documentation, including the Certificate of Sufficiency, is attached.

MANAGER RECOMMENDATION: Approve the voluntary contiguous Annexation of parcels 170887, 170884, 170281, 170285, 170282, 170284.

BOARD ACTION TAKEN:

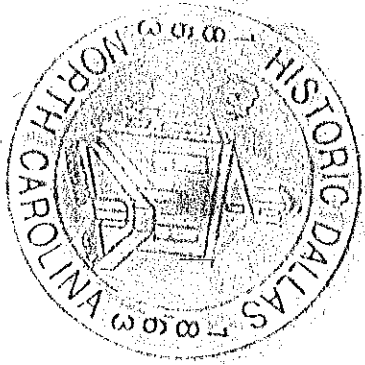
CERTIFICATE OF SUFFICIENCY

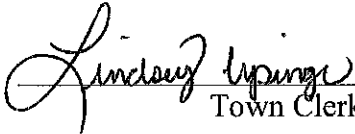
To the Board of Aldermen of the Town of Dallas, North Carolina:

I, Lindsey Tysinger, 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 20 Day of August 2025.

SEAL





Town Clerk

Re: Z-2025-04 Annexation- PID# 170887, 170884, 170281, 170285, 170282, 170284

An Ordinance to Extend the Corporate Limits of the Town of Dallas, North Carolina
(Adopted by the Dallas Board of Aldermen 10/14/25)

Whereas, the Board of Aldermen of the Town of Dallas has been petitioned under G.S. 160A-31 to annex the contiguous area described below, and

Whereas, the Board of Aldermen has directed the Town Clerk to investigate the sufficiency of the petition, and

Whereas, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Dallas Historic Courthouse at 6:00 pm on October 14th, 2025, after due notice, and

Whereas, the Board of Aldermen finds the petition meets the requirements of G.S. 160A-31; NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Dallas, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Dallas as of October 14th, 2025:

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 bent #4 rebar, said rebar having NCGS Coordinates of N: 578,366.86 E: 1,339,158.86, said rebar being a common corner of Independent Baptist Tabernacle (4959/1768), thence with a common line of Independent Baptist Tabernacle the following five calls, N 20° 02' 57" E for a distance of 674.09 feet to an existing ¾" Pipe, thence N 20° 00' 43" E for a distance of 209.94 feet to an existing 1" Square iron, thence, N 20° 13' 02" E for a distance of 209.21 feet to a Tall #5 rebar, thence N 20° 06' 38" E for a distance of 353.76 feet to an existing 1.25" Square Iron, thence N 20° 22' 36" E for a distance of 520.15 feet to an existing 1.5" Bent Pipe, said pipe being a common corner of LGI Homes NC LLC (5298/2157), thence with a common line of LGI Homes NC LLC the following two calls S 71° 46' 18" E for a distance of 723.15 feet to an existing Stone, thence S 86° 03' 03" E for a distance of 531.37 feet to a point located in the centerline of Little Long Creek, said point also being a common corner of James Kone Rhyne (5440/1188), thence with the common line of Rhyne and following the centerline of Little Long Creek the following twenty six calls, thence, S 49° 47' 17" W for a distance of 13.75 feet to a point, Thence, S 85° 44' 17" W for a distance of 56.93 feet to a point, Thence, S 56° 38' 44" W for a distance of 42.83 feet to a point, Thence, S 76° 48' 11" W for a distance of 71.57 feet to a point, Thence, S 49° 48' 31" W for a distance of 37.83 feet to a point, Thence, S 87° 36' 12" W for a distance of 25.11 feet to a point, Thence, S 45° 52' 54" W for a distance of 45.64 feet to a point, Thence, N 83° 42' 29" W for a distance of 60.87 feet to a point, Thence, S 87° 50' 23" W for a distance of 45.72 feet to a point, Thence, S 58° 40' 20" W for a distance of 59.71 feet to a point, Thence, N 82° 13' 28" W for a distance of 42.55 feet to a point, Thence, S 79° 02' 02" W for a distance of 33.63 feet to a point, Thence, S 61° 18' 45" W for a distance of 30.65 feet to a point, Thence, S 00° 26' 22" E for a distance of 33.39 feet to a point, Thence, S 77° 06' 37" W for a distance of 41.72 feet to a point,

An Ordinance to Extend the Corporate Limits of the Town of Dallas, North Carolina
(Adopted by the Dallas Board of Aldermen 10/14/25)

Thence, S 85° 26' 33" W for a distance of 31.20 feet to a point, Thence, S 50° 55' 44" W for a distance of 13.82 feet to a point, Thence, N 85° 53' 45" W for a distance of 33.04 feet to a point, Thence, N 56° 49' 08" W for a distance of 14.24 feet to a point, Thence, N 81° 31' 50" W for a distance of 36.85 feet to a point, Thence, S 72° 25' 13" W for a distance of 26.10 feet to a point, Thence, N 86° 59' 56" W for a distance of 55.98 feet to a point, Thence, S 46° 45' 07" W for a distance of 38.13 feet to a point, Thence, S 88° 57' 10" W for a distance of 14.06 feet to a point, Thence, N 67° 21' 33" W for a distance of 30.93 feet to a point, Thence, S 79° 17' 20" W for a distance of 23.99 feet to a point, thence leaving the centerline of Little Long Creek and following the common line of James Kone Rhyne (5440/1188) the following two calls S 16° 54' 28" W for a distance of 50.00 feet to a set#4 rebar, thence, S 16° 54' 28" W for a distance of 553.50 feet to a set#4 rebar, said rebar being a common corner of Carey Wallace Bumgardner and Clay Steven Wallace (5491/2030), thence continuing and following the common line of Bumgardner and Wallace S 16° 54' 28" W for a distance of 284.80 feet to a set #4 rebar, said rebar being a common corner of Carey Wallace Bumgardner and Clay Steven Wallace (5334/936), thence continuing and following the common line of Bumgardner and Wallace Thence, N 76° 25' 26" W for a distance of 30.73 feet to a set #4 rebar, said rebar being a common corner of William C Leonhardt (4784/457), thence with the common line of Leonhardt the following two calls N 76° 36' 11" W for a distance of 109.98 feet to an existing 1.5" Solid Tall Iron, thence S 19° 08' 12" W for a distance of 259.14 feet to a set #4 rebar, said rebar being a common corner of Bowen Machine Company Partnership (5106/2196), thence with the common line of Bowen Machine S 18° 43' 04" W for a distance of 500.12 feet to a set #4 rebar, said rebar being on the Northern Margin on the 100' Public Right of Way of Dallas Cherryville Hwy (Hwy 279), thence continuing within the Right of Way S 18° 43' 04" W for a distance of 50.00 feet to a point in the centerline of Dallas Cherryville Hwy, thence continuing with the centerline of Dallas Cherryville Hwy the following five calls, N 71° 09' 17" W for a distance of 88.63 feet to a point, thence, N 69° 12' 14" W for a distance of 96.01 feet to a point, thence N 67° 50' 45" W for a distance of 94.98 feet to a point, thence N 66° 21' 09" W for a distance of 77.94 feet to a point, thence N 65° 22' 43" W for a distance of 74.07 feet to a point, thence leaving the centerline of the Dallas Cherryville Hwy and continuing within the Right of Way N 20° 02' 57" E a distance of 55.85 feet to the point of beginning, containing 25.566 Acres to be Annexed by the Town of Dallas.

Section 2. Upon and after October 14th, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Dallas and shall be entitled to the same privileges and benefits as other parts of Town of Dallas. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

Section 3. The Mayor of the Town of Dallas shall cause to be recorded in the office of the Register of Deeds of Gaston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of annexed territory, described in Section 1 above, together with a duly

An Ordinance to Extend the Corporate Limits of the Town of Dallas, North Carolina
(Adopted by the Dallas Board of Aldermen 10/14/25)

certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 14th day of October, 2025

ATTEST:

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

Re: Annexation (Primo Partners LLC, PID# 170887, 170884, 170281, 170285, 170282, 170284)

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____



Contiguous



Non-Contiguous

DATE: June 16, 2025

FEE: \$550.00

Current Property Use: I-2 & R-1 Gaston County Zoning Requested Zoning: R-10

Planned Property Use: Single Family Detached Homes

To the Board of Aldermen of the Town of Dallas:

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

Primos on Hwy. 279, DALLAS, NC 28034, further identified as parcel ID

#'s 170887, 170884, 170281, 170285, 170282 be annexed to the Town of

Dallas.

Print owner name(s) and information:

276-744-3485 (Pat)

Name Mary Charles & James Patrick Murphy Phone 276-744-3485 (Pat) 276-233-6569 (Mary)

Address 580 Elk View Rd., Elk Creek, Virginia, 24236

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Attachments included with Petition:

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$550 Fee

Owner's Signature: _____ Date: _____

James Patrick Murphy

dotloop verified
06/17/25 2:15 PM EDT
UHS9-GMM8-AQA4-WY8Y

06/17/2025

Owner's Signature: _____ Date: _____

Mary Charles Murphy

dotloop verified
06/17/25 2:19 PM EDT
V5PR-UXB7-PWMB-JZIB

06/17/2025

Owner's Signature: _____ Date: _____

Received By: _____ Date: _____

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: _____

☒ Contiguous

☐ Non-Contiguous

DATE: June 16, 2025

FEE: \$550.00

Current Property Use: I-2 & R-1 Gaston County Zoning Requested Zoning: R-10

Planned Property Use: Single Family Detached Homes

To the Board of Aldermen of the Town of Dallas:

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

Primos on Hwy. 279, DALLAS, NC 28034, further identified as parcel ID #

170284, be annexed to the Town of Dallas.

Print owner name(s) and information:

Name Ruby Featherston Wallace, Carey Wallace Bumgardner Phone _____

Address 118 Meadowbrook Cir., Dallas, NC, 28034; 2555 Ranger Island Rd., Denver, NC 28037

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Attachments included with Petition:

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$550 Fee

Owner's Signature: Carey Bumgardner Date: 6-18-25
Carey Bumgardner Executor for Ruby Wallace

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Received By: _____ Date: _____

Letter of Intent

To the Town of Dallas:

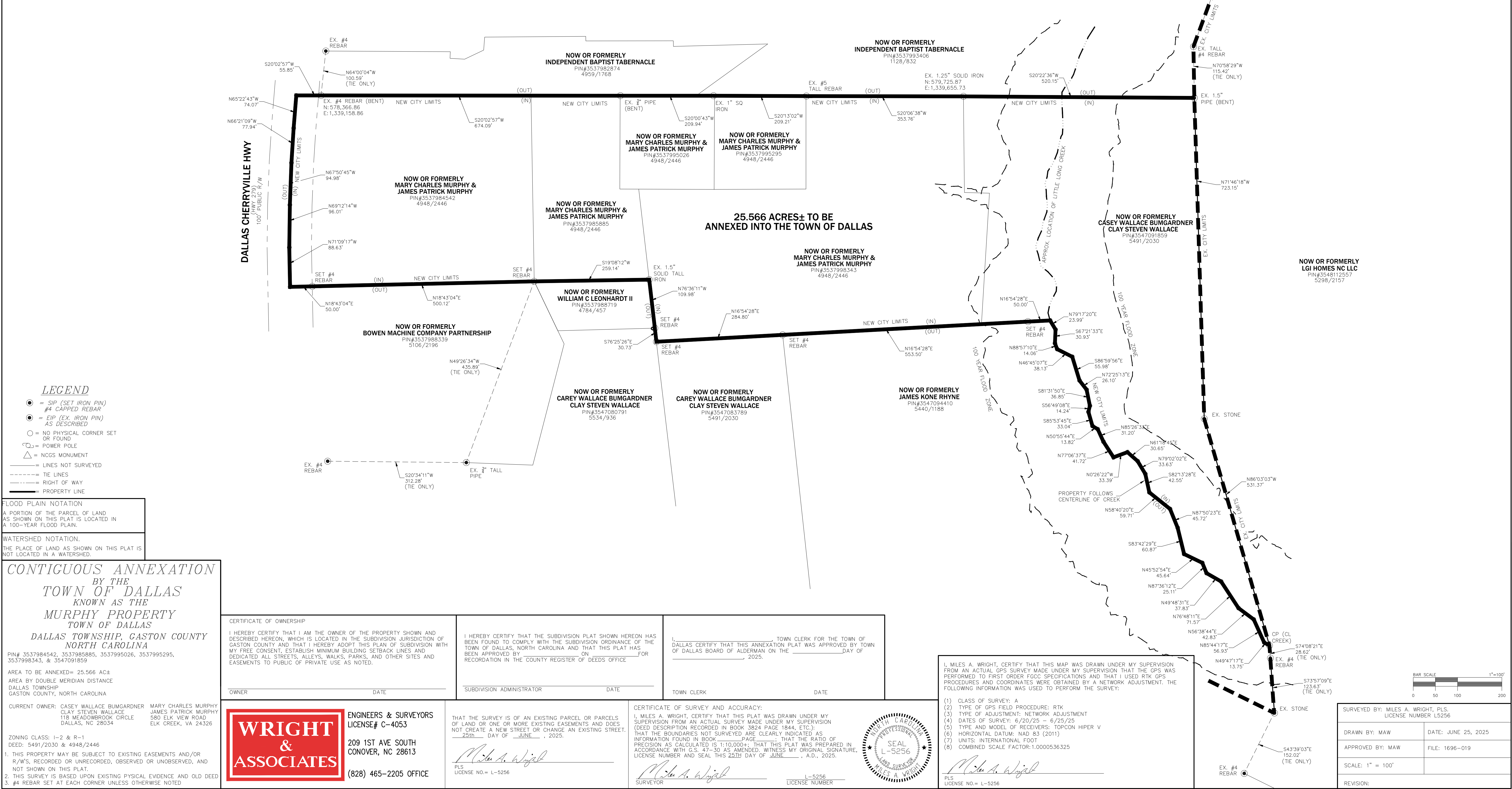
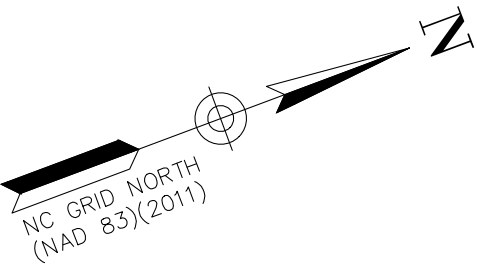
We intend to develop these parcels (170887, 170884, 170281, 170285, 170282, 170284) for single family detached homes using the Town of Dallas R-10 zoning requirements. Determining the exact locations of the floodplain, sanitary sewer, and if there are any wetlands will determine the exact number of single family detached homes we will be able to create using the R-10 zoning. We are hoping to get +/- 52 single family detached homes. We intend to tie into the existing sanitary sewer manhole located on Parcel 170284.

Thank you,

Primos Partners, LLC



VICINITY MAP



Adjoining Parcel Owners (within 500')

AKPAR	WHOLE_ADDRESS	POSTAL	TAT	ZIP	CURR_NAME1	CURR_NAME2	CURR_ADDR1	CURR_CITY	R_ST	CURR_ZIPCODE
170887	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
170885	2006 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	BOWEN MACHINE COMPANY PARTNERSHIP		PO BOX 76	DALLAS	NC	28034
170884	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
170281	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
306535	NO ASSIGNED ADDRESS				LGI HOMES NC LLC		1450 LAKE ROBBINS DRIVE SUITE 430	THE WOODLANDS	TX	77380
170283	229 WALLACE LN	DALLAS	NC	28034	RHYNE JAMES KONE		321 OLD HARDIN ROAD	DALLAS	NC	280347598
216024	134 VENICE DR	DALLAS	NC	28034	CARTER PAMELA SMITHERS		124 VENICE DR	DALLAS	NC	280349799
170284	NO ASSIGNED ADDRESS				WALLACE RUBY FEATHERSTON 99% LIFE EST	BUMGARDNER CAREY WALLACE 0.5%	118 MEADOWBROOK CIRCLE	DALLAS	NC	28034
170814	117 WALLACE LN	DALLAS	NC	28034	ELGIN ANTHONY G	ELGIN PAULA	128 LAFAR CIR	DALLAS	NC	280340000
216025	124 VENICE DR	DALLAS	NC	28034	CARTER PAMELA SMITHERS		124 VENICE DR	DALLAS	NC	280349799
170882	110 TATER DR	DALLAS	NC	28034	WALLACE RUBY FEATHERSTON 99% LIFE EST	BUMGARDNER CAREY WALLACE 0.5%	118 MEADOWBROOK CIRCLE	DALLAS	NC	28034
170282	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
170883	214 WALLACE LN	DALLAS	NC	28034	LEONHARDT WILLIAM C II		1869 SHOAL ROAD	LINCOLNTON	NC	280920000
170881	201 WALLACE LN	DALLAS	NC	28034	BUMGARDNER CAREY WALLACE	WALLACE CLAY	2555 RANGER ISLAND RD	DENVER	NC	28037
227367	NO ASSIGNED ADDRESS				INDEPENDENT BAPTIST TABERNACLE		2128 DALLAS CHERRYVILLE HWY	DALLAS	NC	280340000
170285	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
227366	2128 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	INDEPENDENT BAPTIST TABERNACLE		2128 DALLAS CHERRYVILLE HWY	DALLAS	NC	280340000
170945	108 PINKNEY RD	DALLAS	NC	28034	ARIAS DAGOBERTO AQUINO	FIGUEROA BEATRIZ FIGUEROA	1829 PROGRESS LANE	CHARLOTTE	NC	28205
170824	2119 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	WALLACE RUBY FEATHERSTON 99% LIFE EST	BUMGARDNER CAREY WALLACE 0.5%	118 MEADOWBROOK CIRCLE	DALLAS	NC	28034
170947	105 PINKNEY RD	DALLAS	NC	28034	COURTEMANCHE STEVEN J	COURTEMANCHE YVONNE P	105 PINKNEY RD	DALLAS	NC	28034
170892	NO ASSIGNED ADDRESS				MALM HOLDINGS INC		PO BOX 920	DALLAS	NC	28034
170808	2127 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	MALM HOLDINGS INC		PO BOX 920	DALLAS	NC	28034
170944	110 PINKNEY RD	DALLAS	NC	28034	CLINTON JOSEPH LEE	CLINTON BELINDA F	110 PINKNEY ROAD	DALLAS	NC	28034
170950	2005 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	TEELUCKSINGH RONNIE LIFE EST		1101 PEEL ST	AVON PARK	FL	33825
170952	122 GARDEN TER	DALLAS	NC	28034	FRIDAY MARLENE JONES LIFE EST		122 GARDEN TER	DALLAS	NC	280349778
170827	1926 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	ONE STOP LAWN & LANDSCAPE SUPPLY LLC		PO BOX 1224	DALLAS	NC	28034
170888	NO ASSIGNED ADDRESS				HARTZELL MICKEY D 1/2 INT	HARTZELL BARBARA WAGNER	110 PINKNEY RD	DALLAS	NC	280349776
216028	114 VENICE DR	DALLAS	NC	28034	SMITHERS TIMOTHY L		921 FORESTBROOK DR	GASTONIA	NC	280566663
170951	1931 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	CARPENTER DEAN		3613 DALLAS CHERRYVILLE HWY	DALLAS	NC	280348763
170810	2133 DALLAS CHERRYVILLE HWY	DALLAS	NC	28034	MALM HOLDINGS INC		PO BOX 920	DALLAS	NC	28034
170812	126 DURKEE LN	DALLAS	NC	28034	JMS SERVICE INC		7200 EVERETT DRIVE	CHARLOTTE	NC	28214
170882	110 TATER DR	DALLAS	NC	28034	WALLACE RUBY FEATHERSTON 99% LIFE EST	BUMGARDNER CAREY WALLACE 0.5%	118 MEADOWBROOK CIRCLE	DALLAS	NC	28034
170282	NO ASSIGNED ADDRESS				MURPHY MARY CHARLES	MURPHY JAMES PATRICK	580 ELK VIEW RD	ELK CREEK	VA	24326
170807	NO ASSIGNED ADDRESS				CATHERN GILLETTE LAND TRUST		1610 DALE EARNHARDT BLVD	KANNAPOLIS	NC	28083
170943	200 A PINKNEY RD	DALLAS	NC	28034	CHRYSLIS NC ENTERPRISES LLC	C/O ROGER R DEBRUNO JR	5055 CALDERON RD	WOODLAND HILLS	CA	913642927
170946	NO ASSIGNED ADDRESS				ARIAS DAGOBERTO AQUINO	FIGUEROA BEATRIZ FIGUEROA	1829 PROGRESS LANE	CHARLOTTE	NC	28205
310023	134 GARDEN TER	DALLAS	NC	28034	SWARTZENTRUBER ERNEST JAMES	SWARTZENTRUBER PEGGY ROSE	114 ST JOHN ST	DALLAS	NC	28034



TOWN OF DALLAS

210 N. Holland St | Dallas, NC 28034 | P: 704-922-3176 | F: 704-922-4701

September 26th, 2025

Annexation Petition and Rezoning Case Z-2025-04

To Whom It May Concern,

You are receiving this letter from the Town of Dallas since you are an adjacent property owner to either of the following parcels: 170281, 170282, 170284, 170285, 170884 and 170887. Primo Partners, LLC have submitted a voluntary contiguous annexation petition congruent with a rezoning request of approximately 24.68 acres of the above parcels owned by Mary Charles & James Patrick Murphy and Ruth, Carey & Clay Wallace.

On October 14th 2025, there will be a Public Hearing in front of the Board of Aldermen at 131 N Gaston Street, Dallas, NC 28034 at 6:00pm. All interested persons are invited and encouraged to attend. For those persons requiring special assistance, please contact Town Hall at (704) 922-3176, at least 48 hours prior to the commencement of the meeting.

For questions for further information, please contact Brittany Beam at (704) 922-3176 ext 264 or email bbeam@dallasnc.net.



Notice of Public Hearing - Town of Dallas, NC

The Town of Dallas Board of Aldermen will conduct a public hearing on Tuesday, October 14th, at 6:00 PM, taking place at the Historic Dallas Courthouse, located at 131 N. Gaston St., Dallas, NC 28034. This hearing will address the following topics.

- A voluntary contiguous annexation petition of approximately 24.68 acres, submitted by Primos Partners LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170282, 170284. Case# Z-2025-04.
- Proposed Text Amendment - § 153.113 Variance And Special Use Permits For Non-Conforming Uses (C)(3)

All interested individuals are encouraged to attend. For assistance, contact Town Hall at 704-922-3176 at least 48 hours in advance. For further inquiries, reach out to Brittany Beam at (704) 922-3176 x230 or email bbeam@dallasnc.net.
September 23, October 1 2025
LWLM0369047



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Primo Partners LLC Rezoning Z-2025-04

AGENDA ITEM NO. 6B

MEETING DATE:10/14/25

BACKGROUND INFORMATION:

Primos Partners LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170282, 170284 along Dallas Cherryville Highway, submitted a rezoning petition Z-2025-04 requesting to establish R-10 (Single-Family Residential).

This rezoning was submitted along with an annexation that has a public hearing set for October 14th.

Applications, staff report, planning board minutes, and other documents attached.

MANAGER RECOMMENDATION: Adopt the Zoning Map Amendment request to rezone the parcels #170887, 170884, 170281, 170285, 170282, 170284 and approve the Consistency Statement, as presented.

BOARD ACTION TAKEN:

**AN ORDINANCE ADOPTING A ZONING MAP AMENDMENT/REZONING
PETITION IN THE TOWN OF DALLAS (ADOPTD BY THE DALLAS BOARD OF
ALDERMEN (10/14/2025))**

Whereas, Primos Partners LLC submitted an application for a zoning map amendment to Rezone Parcels ID# 170887, 170884, 170281, 170285, 170285, 170282, 170284 to establish R-10 Single-Family Residential; and,

Whereas, the public hearing for this map amendment has been noticed in compliance with the North Carolina General Statutes; and,

Whereas, the Town of Dallas Planning Board has reviewed the Rezoning petition and voted unanimously to recommend approval of the petition, finding it was neither consistent nor inconsistent with the 2030 Land Use Plan; and,

Whereas, the Town of Dallas Board of Aldermen held the public hearing on October 14th, 2025, and after the hearing, made the following finding:

The proposed rezoning of parcels 170887, 170884, 170281, 170285, 170285, 170282, 170284 is consistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Multi-Family Residential. Current uses and future development trends promote more residential uses, and to allow expansion and development, this request is reasonable and in the best interest of the public.

Now Therefore be it Ordained by the Board of Aldermen of the Town of Dallas, North Carolina, that the petitioner, is granted approval of the above-referenced Rezoning request effective October 14th, 2025 and that that the official zoning map of the Town be amended to reflect this adopted change of Parcels ID# 170887, 170884, 170281, 170285, 170285, 170282, 170284.

Should any provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid and unconstitutional.

This Ordinance shall take effect and be in force from and after the date of adoption, October 14th, 2025.

Attest:

Hayley Beaty, Mayor

Lindsey Tysinger, Town Clerk

Town of Dallas Zoning Map Amendment (Rezoning) Application

Town of Dallas
Development Services Department
210 N. Holland Street
Dallas, NC 28034
Phone (704) 922-3176, Fax (704) 922-4701

This application must be filed at least thirty (30) days prior to the next scheduled Planning Board Meeting. The application may be submitted in-person, via mail, or digitally to the Town of Dallas Development Services Department at 210 N. Holland Street, Dallas, NC 28034, dallasplanning@dallasnc.net. Application shall not be deemed complete until the necessary fee, as defined in the Town of Dallas Fee Schedule, and all required documents are received.

Conventional Submittals:

- A. Completed application
- B. Fee as described in the Town of Dallas Fee Schedule
- C. Letter of intent – reason for map amendment
- D. Adjacent Property Owner List – provide a copy of addresses for all property owners within 500 feet of the site. The Town will use this list for Public Hearing Notices

Conditional Submittals:

- A. Completed application
- B. Fee as described in the Town of Dallas Fee Schedule
- C. Letter of intent – reason for map amendment
- D. Adjacent Property Owner List – provide a copy of addresses for all property owners within 500 feet of the site. The Town will use this list for Public Hearing Notices.
- E. 3 copies of Concept Plan along with digital submittal (drawn to scale by architect, landscape architect, professional surveyor, or engineer licensed in North Carolina).
 - a. Concept Plans shall not be accepted if they do not meet the requirements found in 153.072
- F. Traffic Impact Analysis, if required. Refer to Town of Dallas Street and Traffic Standards Policy
- G. Authorized agent verification letter, if applicant is different from the property owner

Town of Dallas Zoning Map Amendment (Rezoning) Application

Physical Property Address No Assigned Address

Tax Parcel Number 170887, 170884, 170281, 170285, 170282 Lot Size 16.18 Acres

Current Zoning I2 & R1 - Gaston County

Requested Zoning R-10

Conventional ☒ Conditional ☐

Property Owner(s) Mary Charles & James Patrick Murphy

Owners Address 580 Elk View Rd., Elk Creek, Virginia, 24236

Phone Number 276-744-4385 (Pat)
276-233-6569 (Mary Charles)

Email Address Pat@thistlerock.com
Chuck24326@gmail.com

(attach separate sheet if necessary)

If different than owner:

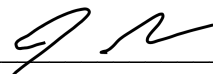
Applicant Name Primos Partners, LLC.

Applicant Address 1712 South Business Hwy 16, Stanley, NC 28164

Phone Number _____

Email Address _____

(attach separate sheet if necessary)

Signature of Applicant 

Signature of Owner  dotloop verified
06/12/25 2:08 PM EDT
CFPH-71WZ-0ECZ-SDDL  dotloop verified
06/12/25 1:57 PM EDT
QOKV-H4BM-X176-CXMJ

Sellers request copies of documents related to the rezoning process

Staff Only:

Date of completed application _____

Received by _____

Planning Board Meeting Date _____

Public Hearing Meeting Date _____

Town of Dallas Zoning Map Amendment (Rezoning) Application

Physical Property Address No Assigned Address

Tax Parcel Number 170284

Lot Size 8.5 Acres

Current Zoning I2 - Gaston County

Requested Zoning R-10

Conventional X Conditional

Property Owner(s) Ruby Featherston Wallace, Carey Wallace Bumgardner, & Clay Wallace

Owners Address 118 Meadowbrook Cir., Dallas, NC, 28034; 2555 Ranger Island Rd., Denver, NC 28037

Phone Number
(attach separate sheet if necessary)

Email Address careyb2012@gmail.com

If different than owner:

Applicant Name Primos Partners, LLC.

Applicant Address 1712 South Business Hwy 16, Stanley, NC 28164

Phone Number
(attach separate sheet if necessary)

Email Address

Signature of Applicant 

Signature of Owner  Executor for Ruby Wallace

Staff Only:

Date of completed application

Received by

Planning Board Meeting Date

Public Hearing Meeting Date



MEMO

To: Planning Board
From: Stuart Valzonis, Planning Director
Date: 07/17/2025
Re: Z-2025-04 - Conventional Zoning Request for Primos Partners, LLC

1. Summary of Request

The petitioner requests to establish a zoning of approximately 24.68 acres located along Dallas Cherryville Highway to the R-10 (Single-Family Residential) Zoning District.

Parcel ID: 170887, 170884, 170281, 170285, 170282, 170284

Owner(s): Mary Charles & James Patrick Murphy, Ruby Wallace, Carey Bumgardner, & Clay Wallace

Petitioner: Primos Partners, LLC

2. Site Description

The site (denoted by a purple star) is located along the north side of Dallas Cherryville Highway, east of Durkee Lane. The site is currently an undeveloped wooded lot and is surrounded by a mix of light industrial and single-family residential uses.



3. Planning Staff Review

- **Proposed Request Details**

- o This is a conventional rezoning petition with no associated site plan.
- o Permits all uses allowed by right in the R-10 zoning district.

- **Existing Zoning**



- The properties are currently split zoned, R-1(Single-Family Limited) and I-2 (General Industrial) under the Gaston County UDO.
- **Future Land Use Map**
 - The 2030 *Future Land Use Map* recommends Multi-Family Residential for the entirety of the site. However, the site is located outside of the Towns Extraterritorial Jurisdiction (ETJ) and for the purposes of the 2030 *Comprehensive Land Use Plan* study area is categorized as “Planning Area”.
 - If approved the rezoning would amend the Future Land Use Map from Multi-Family Residential to Single-Family Residential.
 - The Gaston County 2035 *Comprehensive Land Use Map* recommends the Rural Community Future Land Use. “Rural communities are areas in the

largely Rural areas where there is a number of residential buildings on smaller lots, built closer to the roadway.”

5. Site History

The site is comprised of two zoning districts, R-1 & I-2. The vacant, wooded site is in unincorporated Gaston County and is not in Dallas’ ETJ. The petitioner is also requesting a voluntary annexation into the Town of Dallas.

7. Staff Observations

Plan Consistency

This rezoning is neither **consistent nor inconsistent** with the *2030 Comprehensive Land Use Plan* being that the site is located outside of the Towns ETJ.

Rationale

- The site is outside of the Towns zoning and planning jurisdiction.
- The petition would be consistent with the future land use assigned by Gaston County.
- R-10 zoning only permits single-family housing and could allow for a consistent development pattern with the surrounding community.
- The eastern boundary of the site is comprised of parcels zoned I-2 with light industrial uses along Wallace Lane. Single-family homes would typically be buffered from surrounding uses.

To Approve:

This petition is found to be neither **consistent nor inconsistent** with the *2030 Future Land Use Map* based on the information from the staff analysis and because:

- The site is outside of the Towns ETJ.

However, we find this petition to be reasonable and in the public interest, based on the information from the staff analysis and because:

- (To be explained by the Planning Board)

To Deny:

This petition is found to be neither **consistent nor inconsistent** with the *2030 Future Land Use Map* based on the information from the staff analysis and because:

- The site is outside of the Towns ETJ.

Therefore, we find this petition to not be reasonable and in the public interest based on the information from the staff analysis and because:

- (To be explained by the Planning Board)

**Minutes
Town of Dallas
Planning Board
Meeting of July 17th, 2025**

The meeting was called to order by Chairman Wilson at 6:30pm.

Chairman Wilson led the invocation and Pledge of Allegiance.

Members Present: Curtis Wilson – Chairman; William Hairston; Bradley Goins; John O'Daly.

Also Present: Brittany Beam – Town Planner; Johnny Denton – Town Engineer; Bobby Poole; Tim Smithers; Dustin Smithers of 2304 Dallas Cherryville Hwy; Harold and Pamela Carter of 124 Venice Drive.

Announcements: Ms. Beam informed the board members that Carla Howell has been appointed the Alternate #1 spot.

A motion was made by O'Daly to approve the agenda with corrections to paragraphs one and two, having no additions or deletions, seconded by Hairston and passed unanimously.

A motion was made by Hairston to approve the June 12th, 2025 minutes, seconded by O'Daly and passed unanimously.

New Business:

10A. Chapter 153.113 Text Amendment T-2025-01

Ms. Beam presented that Staff had submitted a Text Amendment to allow for legally established, non-conforming, single-family homes to be remodeled, repaired, or rebuilt regardless of the cost. The current Zoning Ordinance only allows for non-conforming. Single-family structures to be remodeled, repaired or rebuilt, so long as the cost of such actions do not exceed 50% of the reproduction value of the structure. Staff believes this ordinance is overly restrictive, does not allow for a consistent pattern of development in the Town and is not in step with the spirit and intent of the Zoning Ordinance. Staff Report was presented with the text amendment to Chapter 153.113 as follows: c) Any legally established single-family use that became non-confirming due to a subsequent change in zoning that is damaged, regardless of the extent may be repaired to continue its non-confirming use. d) Any legally established single-family use that became non-confirming due to a subsequent change in zoning may be voluntarily demolished and rebuilt to continue its non-confirming use, provided that the new structure is constructed within the same footprint as the original structure. Ms. Beam informed the board members that we have homes that have been unable to be rebuilt due to their parcel not being located in a residential district and the home being damaged greater than the 50% value, some even being a total loss. This text amendment would allow these owners to not have to go through the rezoning request and would eliminate spot zoning throughout the Town.

A motion was made by Hairston to send the recommendation to the Board of Alderman for approval, seconded by O'Daly and passed unanimously.

10B. Dallas Cherryville Highway Rezoning – Z-2025-04

Ms. Beam presented the rezoning item and memo. Primos Partners, LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170282 and 170284 (approximately 24.68 acres) along the North side of Dallas-Cherryville Highway are requesting to establish the R-10 (Single-Family Residential) for the sites that are currently located outside of the Towns Extraterritorial Jurisdiction (ETJ.) The site is currently an undeveloped wooded lot and is surrounded by industrial and single-family residential uses. The properties are currently split zoned General Industrial I-2 and Single-Family Limited R-1 under the Gaston County UDO. Ms. Beam advised that the rezoning is neither consistent nor inconsistent being that the site is located outside of the ETJ. Staff has reviewed the request and requests the Planning Board make a recommendation to the Board of Aldermen.

Mrs. Carter of 124 Venice Drive asked for more explanation on the plans for the property. She informed that we currently only have a proposal, and a full construction plan will be released at a later date. O'Daly mentioned that comparisons can be made with lot sizes surrounding in Summey Knolls that are also R-10 zoning district. Staff advised that the only properties being annexed in would be the requested 6 parcels listed on the application. Concerns were made about multi-family and apartments, staff advised that this zoning district does not allow for that, it is strictly single-family residential, along with the requirements of having at minimum a landscaping buffer to adjacent property owners.

A motion was made by Hairston to send recommendation of approval to the Board of Aldermen, in that the petition was found to be either consistent nor inconsistent with the 2030 Future Land Use Map based on the information from the staff analysis because the site is outside of the Towns ETF, however; the petition was found to be reasonable and in the public interest, based on the information of the staff analysis because the proposed development is similar to an adjacent development with the same R-10 zoning and the proposed development will have buffering to the adjacent church and businesses. This motion was seconded by Goins and passed unanimously.

10C. Gaston Fence Preliminary Plat

Ms. Beam presented that Robert Cearley has submitted a preliminary plat application for the Gaston Fence Subdivision. Staff has reviewed the application and determines it meets subdivision requirements as described in Chapter 152: Subdivision Regulations.

The Planning Board asked for any suggestions from Staff and the Town Engineer. Mr. Denton said that he would recommend the plat showing a 20-foot minimum private access easement from the cul-de-sac, through all the lots to lot number 1. Additionally, push together the lot lines of the access road that extends from the cul-de-sac, and this will give more area in lots 3 and 4, while maintaining the waterline easement.

Ms. Beam asked the Planning Board if they would allow staff approval of a final plat with corrections so that the final plat would not need to come back as an action item. The Planning Board approved staff approval of the final subdivision plat as long as revisions were met.

A motion was made by O'Daly to allow staff to approve the final plat with corrections in office, seconded by Goins and passed unanimously.

A motion was made to adjourn by O'Daly, seconded by Goins and passed unanimously. (7:16 pm)

Notice of Public Hearing - Town of Dallas, NC

The Town of Dallas Board of Aldermen will conduct a public hearing on Tuesday, October 14th, at 6:00 PM, taking place at the Historic Dallas Courthouse, located at 131 N. Gaston St., Dallas, NC 28034. This hearing will address a rezoning petition Z-2025-04, submitted by Primos Partners LLC, representing the owners of parcels 170887, 170884, 170281, 170285, 170285, 170282, 170284 along Dallas Cherryville Highway, requesting to establish R-10 (Single-Family Residential). This rezoning was submitted along with an annexation that has a public hearing set for October 14th. All interested individuals are encouraged to attend. For assistance, contact Town Hall at 704-922-3176 at least 48 hours in advance. For further inquiries, reach out to Brittany Beam at (704) 922-3176 x230 or email bbeam@dallasnc.net.
September 30, October 7 2025
LWLM0377317

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: 153.113 Text Amendment

AGENDA ITEM NO. 6C

MEETING DATE:10/14/2025

BACKGROUND INFORMATION:

Staff submitted a Text Amendment to allow for legally established, non-conforming, single-family homes to be remodeled, repaired, or rebuilt, regardless of the cost. The current Zoning Ordinance only allows for non-conforming, single-family structures to be remodeled, repaired, or rebuilt, so long as the cost of such actions do not exceed 50% of the reproduction value of the structure. Staff believes this ordinance is overly restrictive, does not allow for a consistent pattern of development in the Town and is not in step with the spirit and intent of the Zoning Ordinance.

Staff was directed to set a public hearing on the 153.11 text amendment. Attached is the proposed Text Amendment.

MANAGER RECOMMENDATION: Text amendment to be adopted at the October Board Meeting.

BOARD ACTION TAKEN:

153.113 VARIANCE AND SPECIAL USE PERMITS FOR NON-CONFORMING USES

(C)(3)

(3) (a) 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.

(b) Any non-conforming use in existence five 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 nine months of the damage occurrence.

(c) Any legally established single-family use that became non-conforming due to a subsequent change in zoning that is damaged, regardless of the extent may be repaired to continue its non-conforming use.

(d) Any legally established single-family use that became non-conforming due to a subsequent change in zoning may be voluntarily demolished and rebuilt to continue its non-conforming use, provided that the new structure is constructed within the same footprint as the original structure.

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Gaston Aquatics Agreement Extension

AGENDA ITEM NO. 6D

MEETING DATE: 10/14/2025

BACKGROUND INFORMATION:

Recently, Donna Taylor with Gaston Aquatics Inc, has sent a request to the Town Manager for an extension to the current Economic Development Agreement between the Town of Dallas and Gaston Aquatics for assurance that the bank is requesting as well as that they are in compliance in case the building is not completed within the original 36 months that was set in the original agreement (April 15, 2022). At the August Worksession, the board mentioned an extension through July of 2026. Due to the fact that the original Economic Agreement was approved after a public hearing per general statues, we have set a Public Hearing for the Amended Extension Agreement as well.

Attached you will find the Amended Economic Development Agreement between the Town of Dallas and Gaston Aquatics Inc. Note, this is the same Agreement as the original with an addition of Section 4: Construction Item C. Where is says "Owner shall diligently...and equipment for Town's purposes."

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

REVISED ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, pursuant to N.C.G.S. 158-7.1, made and entered into this the _____ day of _____ 2025, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as “**TOWN**”) and **GASTON AQUATICS, INC.**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to as “**OWNER**”);

WITNESSETH:

WHEREAS, OWNER and TOWN intend to engage in and provide Economic Development located in the Town of Dallas, Gaston County, North Carolina, which will stimulate the local economy, and increase employment and business prospects of the Town.

WHEREAS, as authorized by N.C.G.S. § 158-7.1 the TOWN, has agreed to sell to OWNER, pursuant to that certain Agreement for Purchase and Sale of Real Property dated May 6, 2022, (“Purchase Agreement”) the surplus property located at 642 W. Carpenter Street, Dallas, NC (Parcel ID 212805) (the “Property”), subject to restrictions, conditions, and covenants, for development of an aquatic center, and more particularly described as:

Beginning at a 1” pipe, said pipe being located South 48 degrees 38 minutes 55 seconds West a distance of 1722.13 feet from NC Grid Monument “Hopeman”, “Hopeman” being located North 84 degrees 44 minutes 43 seconds West a distance of 2005.39 feet from NC Grid Monument “Dallas”; thence running, adjoining the lands of the Gaston County Board of Education, Gaston County Deed Book 668 Page 438, South 09 degrees 32 minutes 28 seconds East a distance of 386.42 feet to a 1” pipe; thence continuing South 04 degrees 01 minutes 59 seconds East a distance of 299.65 feet to a rebar; thence continuing South 01 degrees 09 minutes 06 seconds West a distance of 224.27 feet to an iron pin set; thence three (3) new lines, dividing the lands of Advantage Investment Group LLC, Gaston County Deed Book 4087 Page 764, as follows: 1) North 51 degrees 29 minutes 34 seconds West a distance of 179.04 feet to an iron pin set; 2) North 58 degrees 40 minutes 41 seconds West a distance of 154.17 feet to an iron pin set; 3) North 29 degrees 17 minutes 47 seconds West a distance of 158.80 feet to a rebar in the right-of-way of US Hwy #321, a control access highway; thence running with said right-of-way the following three (3) courses and distances: 1) North 08 degrees 59 minutes 27 seconds East a distance of 208.07 feet to a right-of-way monument; 2) North 03 degrees 52 minutes 39 seconds East a distance of 193.82 feet to a right-of-way monument; 3) an arc to the right with a radius of 2176.83 an arc length of 192.84, and a chord North 08 degrees 03 minutes 36 seconds East and a distance of 192.77 feet to a rebar; thence running, adjoining the lands of Ingles Markets Inc., Gaston County Deed Book 4297 Page 1969, South 85 degrees 27

minutes 06 seconds East a distance of 197.48 feet to the point and place of beginning. Parcel #212805 Deed Book 4442 Page 783.

WHEREAS, pursuant to NCGS 158-7.1 and NCGS 160A-320, The TOWN agrees to provide funds from the sale of the property for use in sewer, water, and electrical and other such utilities and connections for the Project, up to the purchase price in the Purchase Agreement of \$124,900.00.

WHEREAS, The Board of Aldermen of the Town of Dallas ("Town Board") conducted a public hearing pursuant to NCGS 158-7.1(d) on April 12, 2022, after 10 days' prior notice published in the Gaston Gazette on April 1, 2022, to consider the approval of this Agreement. The published notice of such public hearing described the interest to be conveyed, the value of the interest, the proposed consideration for the conveyance, the Town Board's intention to approve the conveyance, and all other information required by NCGS 158-7.1(d) for a conveyance of interests in real property pursuant to that section.

WHEREAS, on April 12, 2022, the Town Board made all determinations required by NCGS 158-7.1(d), including the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest, subject to whatever covenants, conditions, and restrictions the Town proposes to subject it to, and authorized the entry of the Town into this Agreement.

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

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction of a minimum 30,000 square foot building upon the land; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional "Aquatic Center" for a continuous and uninterrupted period of three (3) years, unless sooner terminated as provided for herein. The Aquatic Center shall contain one or more aquatic venues in an indoor facility and support infrastructure, including surrounding bather and spectator areas, mechanical rooms, and bath and locker rooms.
2. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed aquatic center, continuously and uninterrupted for a period of three (3) years by OWNER all of which shall take place and be located at the Property, the TOWN agrees to sell, grant and convey the Property for \$124,900.00, pursuant to the terms of the Purchase Agreement, subject to restrictions, conditions and covenants within time parameters set forth in this Agreement, in addition to the restrictions, conditions and covenants that run with the land and will be included in the Deed, the form of which is attached hereto as Exhibit "A". OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to:

investment, job creation requirements and operation of an aquatic center by OWNER at 642 W. Carpenter Street, Dallas, NC for an uninterrupted period of three (3) years.

3. **Project.** The project (herein “Project”) consists of the OWNER’s purchase of TOWN owned land at 642 W. Carpenter Street, Dallas, NC, for \$124,900.00, construction of a new aquatic center building and grounds, purchase of equipment, installation of equipment, and operation in the Town of Dallas, Gaston County, North Carolina. The completed project when operational will provide new part-time and full-time employment with a probable average hourly wage of \$14.00 per hour in the Dallas area. The completed project when operational will continue uninterrupted as a properly licensed and inspected aquatic center for a period of three (3) years.

4. **Construction.**

- a. The TOWN will employ the Engineering services of Diamond Engineering as Town Engineer. The Town Engineer will ensure that the construction and development of the aquatic center and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the OWNER of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions. Owner will, during the design process or design phase of the development of the Project, develop and implement a design review process in addition to the Town’s review process set forth in its ordinances that will provide Town and its professional staff the right to review and approve, or suggest reasonable modifications to the construction plans, drawings, and specifications. Owner shall provide a final copy of all construction plans and specifications as well as all written change orders that materially change the aesthetics or integrity of the building or that change the costs of the Project by more than \$100,000 to the Town Manager or her designee for approval. If the Town Manager or her designee does not approve the same within 10 business days of receipt, they shall be deemed approved. Owner shall provide a copy of all non-material written change orders to the Town Manager or her designee so that at all times the Town has the current plans and specifications on file. The Town acknowledges that Owner will have control over the stylistic components of the Project and that it will not reject the construction plans, drawings and specifications, or change orders to same, for stylistic reasons. Thereafter, Owner will perform the work of the Project consistent with the terms and conditions described herein and otherwise in accordance with

the terms and conditions of such construction plans and specifications approved by the Town (the “Approved Plans and Construction Documents.”)

- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. Schedule of Development. The Development Plan attached hereto as Exhibit “B” has been approved by the Town Board. Material modifications to the Development Plan are subject to Town Board and regulatory approval. Owner shall close on any construction financing it intends to secure for the development of the Property within twelve (12) months of the Closing, pursuant to paragraph 5 below, or in the alternative present documentation to the Town Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Owner shall diligently pursue substantial completion of the development of the Property within forty-one (41) months of Closing (July 31, 2026), as evidenced by an issuance of a final certificate of occupancy, in compliance with the Development Plan. In consideration for the Town’s agreement to extend completion from thirty-six months from closing to July 31, 2026, the Owner has agreed to provide the Town with access to said building and equipment for Town’s purposes. Owner shall hold a grand opening of the aquatic center pursuant to the Development Plan (“Grand Opening”) within six (6) months of issuance of the final certificate of occupancy. Owner shall be entitled to a reasonable extension of these development time lines should the Owner be delayed by events beyond the Owner’s reasonable control, which Town shall grant in its reasonable discretion for good cause shown.

The Parties agree that a material inducement to Town for conveying the Property to Owner is Owner’s commitment to operate a vibrant enterprise within the Property, bringing in a steady and continuous flow of patrons, thereby giving greater exposure to the Town. Therefore, the Parties agree that for a period of thirty-six (36) months after the Grand Opening (“Restriction Period”), Owner shall not abandon or vacate the Property, nor shall Owner change the uses of the Property from the uses outlined in the Development Plan, but Owner shall continuously, throughout the term of the Restriction Period, in good faith conduct and carry on, for at least thirty (30) hours per week (the “Required Occupancy”), the aquatic center, and shall provide personnel, equipment, and furnishings commensurate with such uses. The Required Occupancy shall be reduced for reasonable periods of time when Owner cannot conduct the operations of the aquatic center within the Property as a result of Force Majeure, state of emergency declarations, casualty, condemnation or closures due to interruptions of utilities or services as a result of acts, negligence or omission of Town or Town’s agents, invitees, employees, representatives or contractors. The Required Occupancy shall likewise be reduced for closures due to (or in connection with) Federal or North Carolina recognized holidays. Any closures resulting in non-compliance with the Required Occupancy that are caused by or related to inventory purposes, alterations, repairs, cleaning,

maintenance, upfitting, reconfigurations and/or remodeling in or to the Property, shall be limited to no more than an aggregate of sixty (60) days in the Restriction Period for any and all of said closures.

5. **Financing.** Owner shall close, within twelve (12) months of purchasing the Property, on a construction loan (“Construction Loan”), or other financing reasonably approved by the Town Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Project. In the alternative, Owner shall present documentation to the Town Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Town agrees that all terms, conditions, and requirements of this Agreement are subordinate to the Construction Loan with the exception of the Town’s Option to Repurchase in paragraph 20 below, which Town expressly reserves in the event of foreclosure. In the event that Owner can demonstrate to the Town that Owner is unable to receive a construction loan as aforesaid due to the terms of this Agreement, the Parties agree to negotiate in good faith to revise this Agreement as necessary to be acceptable to the Parties and the construction lender, but such an event does not extend or waive the Owner’s responsibility to secure a construction loan, other financing, or equity financing within twelve (12) months of purchasing the Property pursuant to this section.
6. **Representations of Owner.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

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

Continuity. The OWNER intends to operate the completed Project as aquatic center within the TOWN continuously and uninterrupted for three (3) years.

Timing. The OWNER agrees to close the purchase of the Property pursuant to the terms of the Purchase Agreement.

7. **Representations of Town.** The Town represents and warrants to Owner that:
 - a) Town has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Owner, whether statutory, contractual or otherwise;
 - b) Town will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;

- c) To the actual knowledge of the Town Manager and the Town Attorney, no modification of the laws and ordinances applicable to the Property, including land development regulations, is necessary for the Project to conform to those laws and ordinances, other than a rezoning to allow the construction of the aquatic center (if any), and a potential zoning text amendment to adjust the setbacks to better facilitate the anticipated use;
 - d) To the actual knowledge of the Town Manager and the Town Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the Town, settled or otherwise resolved by the Town, result in any financial liability on the part of Owner or interfere with the development of the Project;
 - e) To the actual knowledge of the Town Manager or the Town Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the Town or any other governmental authority with the power of eminent domain;
 - f) To the actual knowledge of the Town Manager or the Town Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the Town by virtue of its chain of title;
 - g) To the actual knowledge of the Town Manager or the Town Attorney, the Town has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.
8. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes in accordance with N.C.G.S. § 158- 7.1 of the TOWN for the construction, development, and operation of an aquatic center by OWNER at the Property during the term of this Agreement.
9. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall

have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the construction and development and/or the operations of the aquatic center as the TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.

- 10. Defaults by Owner and Remedies of Town.** If Owner defaults materially on the performance of any of its obligations to Town under this Agreement, then Owner will have thirty (30) days after the delivery of written notice by Town of that default to cure the default; however, if the default requires more than thirty (30) days to cure, Owner shall have such additional time as may be reasonably required to cure the default, provided Owner commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Owner fails to cure the material default during the applicable cure period, then Town will be entitled to terminate this Agreement, call upon the Owner's financial guarantee as outlined in paragraph 21 below to finish the Shell Construction of the Project in accordance with the Development Plan, and/or repurchase the Property from Owner pursuant to Section 20 below, as Town's sole remedies for such default.

Notwithstanding anything in this Agreement to the contrary, Town shall copy Owner's lender or equity partner in writing (at any address provided for such purpose by Owner or its lender or equity partner) on any default notice Town sends to Owner, and Owner's lender or equity partner shall have the same rights to cure Owner's material default as Owner has under this Agreement; provided, however, any failure on the part of the Town to copy Owner's lender or equity partner shall accrue only to the benefit of Owner's lender or equity partner and not be a default by the Town under this Agreement and shall not affect or extend any cure period for the benefit of Owner.

- 11. Defaults by Town and Remedies of Owner.** If Town defaults materially on the performance of any of its obligations to Owner under this Agreement, then Town will have thirty (30) days after the delivery of written notice by Owner of the default to cure such default; however, if the default requires more than thirty (30) days to cure, Town shall have such additional time as may be reasonably required to cure the default, provided Town commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Town fails to cure the default during the applicable cure period, then Owner will be entitled to terminate this Agreement and to pursue an action and recover from Town all out of pocket actual verifiable costs and expenses incurred in connection with this Agreement, up to the sum of \$10,000, as Owner's sole remedy for default.
- 12. Other Defaults.** A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or files a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary

bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this section, the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

13. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
14. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
15. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
16. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
17. **Notice.** Notice may be given as follows:

To the TOWN:

Town of Dallas Manager
210 N. Holland Street
Dallas, NC 28034

To the OWNER:

Gaston Aquatics, Inc.
Attn: Donna Groot Taylor
3340 Robinwood Rd.
Suite 100-409
Gastonia, NC 28054

18. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
19. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
20. **Town Option to Repurchase.** In the event of a material violation of any material term, provision, condition, covenant, or requirement of the General Warranty Deed or this Agreement that Owner fails to cure during the applicable cure period, Town shall have an option to repurchase the Property by providing written notice to Owner or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the Town elects to repurchase the Property pursuant to this Section, then

the repurchase price shall be the original purchase price paid by the Owner to the Town plus any verified and documented amount that has been drawn down by the Owner on the Construction Loan and utilized in furtherance of the Project in accordance with the Approved Plans and Construction Documents, plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Owner in furtherance of the Project in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the Town Manager. The repurchase price shall not include any sums spent in furtherance of the Project from any financial guarantee provided to the Town pursuant to paragraph 21 below, unless Owner presents documentation to the Town that Owner has repaid such sums to the bank or insurance company. The Town shall receive a credit towards the repurchase price for any sums incurred by the Town associated with Owner's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Owner or its successor in title can reconvey unencumbered fee simple title to Town, and any remaining balance shall be paid to Owner or its successor in title. This option shall be binding upon Owner and its administrators, successors, and assigns. Upon repurchase, the Town shall have the rights of Owner to enforce all vendor or other third party warranties made to Owner during the design and construction of the Project.

21. **Financial guarantee.** At closing, Owner shall provide Town a financial guarantee of the performance of the construction of the aquatic center shell improvements ("Shell Improvements") as described in the Shell Construction Cost Budget as shown on the Development Plan attached hereto as Exhibit B. Such financial guarantee shall be in the form of an evergreen letter of credit or payment and performance bond satisfactory to Town in the amount equal to one hundred and twenty percent (120%) of Owner's engineering or architect's estimate (which is approved by the Town Engineer) of the Shell Improvements. The financial guarantee for the Shell Improvements shall be in an amount and in a form satisfactory to Town from a bank or insurance company reasonably approved by the Town. The engineering or architect's estimate will be signed and will have affixed the Engineer's or Architect's Seal and will contain the following certification: "Engineer [Architect] whose signature and seal appears hereon certifies to the Town of Dallas that the Estimate of costs attached hereto has been given under seal and has been prepared by the Engineer [Architect] in accordance with generally accepted engineering [architectural] standards, but the Engineer [Architect] does not guarantee such costs."

IN WITNESS WHEREOF, the TOWN OF DALLAS, N.C. has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Town Clerk, all by authority of its Board of Alderman and the OWNER has caused

this instrument to be executed in its company name by its duly authorized representatives both the day and year first above written.

EXECUTED this _____ day of _____, 2025.

TOWN

Town of Dallas

By: _____

Jonathan Newton, Town Manager

OWNER

Gaston Aquatics, Inc.

By: _____

Donna Groot Taylor, President

Hayley Beaty, Town Mayor

ATTEST:

Approved As To Form and Legality

Town Clerk

Town Attorney

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2025.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

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

This the _____ day of _____, 2025.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **DONNA GROOT TAYLOR** personally appeared before me this day and acknowledged that she is President of Gaston Aquatics, Inc., a North Carolina nonprofit corporation, and acknowledged, on behalf of the corporation, the due execution of the foregoing document on behalf of Gaston Aquatics, Inc.

This the _____ day of _____, 2025.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT “A”
DRAFT WARRANTY DEED

EXHIBIT “B”
DEVELOPMENT PLAN

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Chapter 90 ANIMALS 90.99 Penalty; Section 90.01 Penalty

AGENDA ITEM NO. 8A

MEETING DATE:10/14/25

BACKGROUND INFORMATION:

Staff is proposing to update the penalty in Chapter 90 (Animals) to align with the penalty in Chapter 92 (Nuisances) since animal-related violations under Chapter 90 frequently overlap with nuisance-related concerns addressed in Chapter 92, including noise, sanitation, and public safety. This change would improve enforceability and administrative processes. Section 90.01 would be changed to reference the penalty 90.99 instead of 10.99 to be more uniform with enforcement standards.

MANAGER RECOMMENDATION: Adopt the proposed text amendment.

BOARD ACTION TAKEN:

§ 90.01 CERTAIN ANIMALS PROHIBITED.

Penalty, see § ~~10.99~~ **90.99**

~~§ 90.99 PENALTY.~~

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

~~—(B) (1) Failure to comply with the provisions of § 90.02 may result in the revocation of a beekeeping permit in addition to the imposition of prescribed civil penalties.~~

~~—(2) Violations of any of the provisions of § 90.02 shall subject the offender to a civil penalty in the amount of \$150. In the event there is more than one violation in any 30-day period, then the civil penalties shall be increased for each additional violation over one during the period as follows: \$300 for a second offense; \$500 for a third and subsequent offenses during a 30-day period. Each day any provision of this chapter is in violation shall be a separate and distinct offense subject to the above penalty. The date of the initial violation shall serve as the beginning for the initial 30-day period. The Town Attorney or designee may initiate litigation on behalf of the town to collect any unpaid citations including but not limited to interest, court costs and attorney's fees. Appeals of any citation issued under § 90.02 may be appealed in writing to the Town Manager or designee within 72 hours of the citation.~~

~~—(3) Section 90.02 may also be enforced through equitable remedies, including but not limited to nuisance abatement procedures as issued by a court of competent jurisdiction.~~

~~{Ord. passed 7-9-2013}~~

§ 90.99 PENALTY. (Using § 92.99 PENALTY Language)

(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 in the amount of \$100 after the given time to correct expires, or after the first ten calendar days following the notice of violation where not otherwise specified.

(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 division (A), shall constitute a separate offense once the time to correct has expired.

(C) The violator shall contact Town Hall **Code Enforcement** 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.

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

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

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

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Parking Schedule 1

AGENDA ITEM NO. 8B

MEETING DATE:10/14/25

BACKGROUND INFORMATION:

Staff is still working on the current parking schedules and chapter 72 to better align with our streets and traffic policy.

In the meantime, it seems that we failed to add Davis Hills Dr, Overland Dr ad Maxwell Ct to our no parking schedule when the development was approved. We are now asking, that we add these streets to our no parking ordinance.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

SCHEDULE I: PARKING PROHIBITED.

(A) Parking prohibited at all times upon any of the streets or portions of streets as follows (see § 72.03):

On Street	Side	From	To	Added/ Amend
Alexander	Both	S. Davis	Dead end	10-13-1998
W. Church	North	Approx. 105 feet from Holland	Approx. 195 feet from Holland	3-14-2000
N. College	Both	E. Trade	End of N. College	7-8-1997
N. Davis	Both	E. Main St.	E. Trade St.	11-13-2012
S. Davis	West	E. Alexander	E. Holly	-
S. Davis	Both	E. Main Street	E. Church	3-9-1999
E. Gibbs	Both	S. Willow	S. Legion	1-8-1974
N. Hoffman	East	W. Trade	South side of first driveway entrance	12-29-1989
N. Hoffman	West	W. Trade	W. Main	12-29-1989
N. Hoffman	Both	W. Trade	W. Wilkins (except during church)	10-8-1996
N. Hoffman	Both	W. Wilkins	McSwain	10-8-1996
E. Holly	Both	S. Davis	End of E. Holly	-
Johnson	Both	Hoyle	S. Rhyne	4-17-2001
Lee	Both	Pine	150 feet from Pine to Ridge	10-9-1990
W. Lee	Both	S. Pine	Ridge	1-8-1974
S. Maple	Both	W. Robinson	200 feet south of intersection	8-13-1991
E. Peachtree St.	Both	S. Spargo St.	S. Davis St.	2-9-2021
S. Pine St.	Both	Lee St.	W. Border St.	11-10-2020
Poplar	North and east	N. Davis	End of Poplar	12-3-1974
S. Rhyne	East	Driveway at First Baptist	End of brick wall in front of church	-
S. Ridge	Both	W. Carpenter	W. Lee	1-8-1974
E. Robinson St.	Both	S. Spargo St.	S. Davis St.	2-9-2021

W. Robinson	Both	S. Maple Street	Maple	11-9-1981
S. Spargo	West	E. Carpenter	Holly	9-9-1986
S. Spargo	Both	E. Robinson	Holly	12-12-1989
E. Trade	South	Southeast corner of Gaston-Trade	Entrance to tire service	1-13-1987
S. Willow	Both	E. Church	End of pavement on S. Willow	3-5-1975
W. Main	South	Pine	20 feet west of Pine	4-14-1998
E. Wilkins	Both	N. Gaston	Dead end	6-9-1998
S. Davis	Both	E. Church	E. Alexander	4-8-2008
E. Carpenter	Both	S. Spargo	S. Summey	4-8-2008
E. Jenkins	Both	S. Gaston	S. College	5-11-2010
S. Oakland	Both	W. Church	W. Robinson	12-13-2011
W. Robinson	Both	S. Ridge	S. Pine	12-11-2017
Park Rd.		Dallas High Shoal Highway	Town limits	8-10-2021
North St.	Both	W. Wilkins	Park Rd.	3-14-2023
Davis Hills Dr	Both	Dallas Stanley Hwy Entrance	End of Dallas Hill Dr	10-14-2025
Overland Dr	Both	Dallas Stanley Hwy Entrance	End of Overland Dr	10-14-2025
Maxwell Ct	Both	Overland Dr Entrance	End of Maxwell Ct	10-14-2025

(B) For above: parking permitted in marked spaces on east side of S. Oakland at Rescue Squad/Civic Building.

(Prior Code, § H-Sch-II)