

**MINUTES FOR BOARD OF ALDERMEN MEETING**  
**November 10<sup>th</sup>, 2025**  
**6:00 PM**

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

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; Stuart Valzonis, Planning Director; Willie Smith, Electric Director; Earl Withers III, Fire Chief; Alex Wallace, Parks and Recreation Director; and Officer Campa.

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 Cloninger made a motion to approve the agenda, seconded by Alderman Milton and carried unanimously.

**Approval of Minutes:**

Alderman Cloninger motioned to approve the minutes from the October 14th, October 22nd Special Meeting, October 28th Work Session Minutes, seconded by Alderman Martin and carried unanimously.

**Recognition of Citizens:**

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

Lauren Stefaniak, Principal of Carr Elementary presented the Students of the Month.

Mike Fields, of 1333 Philadelphia Church Road, acknowledged Mayor Beaty's birthday and the 250<sup>th</sup> birthday of the United States Marine Corps. 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:**

**5A Gaston Aquatics Easement**

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. At the October 14th meeting, this action was removed from consent and added to new business, which is was tabled to the work session. During the work session, the easement was brought back before the board with additional language. Attached you will find the easement to be approved. (Exhibit 5A 1-5)

## **5B Written-Off Accounts**

For authorization, are uncollectable accounts from the months of July – September 2025. These accounts have been notified of their outstanding status in writing that if not paid within the notified timeframe that they would be forwarded to the NC Debt Setoff Program and that this debt would be taken from any State Income Tax Refund they are due, until the debt is satisfied. (The individual account listing that generates the total uncollectable amount due is considered by State statute to be confidential information and therefore is not public record.)

Alderman Cloninger made a motion to approve the consent agenda, seconded by Alderman Milton, and carried unanimously.

## **Public Hearings:**

### **6A Gaston Aquatics Amended Extension Agreement**

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 Work session, 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 statutes, 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 it says “Owner shall diligently...and equipment for Town’s purposes.” At the October 14th meeting, the agreement was denied but requested to change the wordage and bring it back to the work session to set another public hearing for November 10th, to bring this before the Board again. The updated agreement extension is attached. (Exhibit 6A 1-14)

Alderman Martin made a motion to go into Public Hearing, seconded by Alderman Milton, and carried unanimously.

No public comment

Alderman Martin made a motion to go out of Public Hearing, seconded by Alderman Cloninger, and carried unanimously.

Alderman Withers made a motion to approve the Gaston Aquatics Amended Extension Agreement, seconded by Alderman Milton, and carried unanimously.

## **New Business:**

### **8A Z-2025-05 Certificate of Sufficiency**

William Leiton, representing Steve and Maria Mason the owners of parcel 169749 located at 1020 Dallas Stanley Highway Dallas, NC 28034, submitted an annexation petition of approximately .81 acres, along with a small portion of parcel 310636 of approximately .10 acres, totaling 1.09 acres to be annexed. This application was submitted along with a rezoning petition Z-2025-05 requesting to establish B-1 (Neighborhood Business). Staff was directed to investigate the sufficiency of the petition. The petition has been deemed sufficient under the standards of G.S. 160A-58.1 and the Board shall set a public hearing for the annexation of the property, per NCGS §160A-58.2. (Exhibit 8A 1-6)

Alderman Martin made a motion to set a Public Hearing for December 9<sup>th</sup>, 2025, seconded by Alderman Cloninger, and carried unanimously.

### **8B Rezoning – Z-2025-05**

William Leiton, representing Steve and Maria Mason, the owners of parcels 169749, 310636(169750) located at 1020 Dallas Stanley Highway Dallas, NC 28034, is requesting to establish the Business (B-1) zoning district for that site. Currently, that site is located outside of the Towns Extraterritorial Jurisdiction (ETJ). Staff have reviewed the request, and the full analysis can be found in the following Staff Report. Adjacent property owners' letters were mailed on September 16th, and posted signage was placed on October 6th. The Planning Board voted to recommend the request to the Board of Aldermen for approval at the October 16th Planning Board Meeting. Attached are the application, staff report, adjacent property owners list and the statements of consistency and reasonableness. (Exhibit 8B 1-11)

Alderman Cloninger made a motion to set a Public Hearing for December 9<sup>th</sup>, 2025, seconded by Alderman Withers, and carried unanimously.

## **Mayor and Aldermen's Report:**

Alderman Withers – Would like staff to look into coordinating a heating station. Board directed staff to go forward with creating a policy for a heating station with staffing and how to handle possible scenarios if they were to arise.

Mayor Beaty – Recognized and expressed appreciation to Veterans among the residents, Board, and staff, followed by a round of applause in their honor. Spoke on the upcoming Veterans Day Parade, Carols on the Square, and the Christmas Parade. We had a wonderful Halloween. Staff have already started hanging Christmas decorations. We had Mayor for the Day, the students stopped by Town Hall, Front Porch and Provisions, the Museum, the Fire Department and the Police Department.

Chief Walls – Informed the Board and Staff that Carr Elementary has started up their Safety Patrol Program.

**Manager's Report:**

Updated the Board on upcoming employee events for the holidays.

Alderman Cloninger made a motion to adjourn, seconded by Alderman Cearley and carried unanimously (6:35).

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Hayley Beaty, Mayor

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Lindsey Tysinger, Town Clerk

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 due to an uncured default by Dallas or for cause, as outlined below, with 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. In addition, Grantor may terminate this Agreement upon thirty (30) days' notice of termination to Dallas at the address provided above for cause, including, but not limited to, Grantor's intention to sell, lease, or develop the Easement Area. 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. Provided, however, that Dallas shall coordinate with Grantor in order to minimize any possible utility service interruptions to Grantor as a result of any such removal and restoration. 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

By: \_\_\_\_\_  
Jonathan Newton, Town Manager

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)



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

GRANTOR

Gaston Aquatics, Inc.

By: \_\_\_\_\_  
Donna Taylor, President

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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)

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. **Easement Agreement.** The OWNER grants the TOWN an easement and access to the building used by the TOWN as storage per the Easement Agreement entered into between the OWNER and the TOWN.
4. **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.
5. **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-five (45) months of Closing (November 30, 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 November 30, 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.

6. **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.
7. **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.

8. **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.
9. **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.
10. **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.

- 11. 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.

- 12. 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.



13. **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.
14. **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.
15. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
16. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
17. **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.
18. **Notice.** Notice may be given as follows:
- |   |   |
|---|---|
| <p>To the TOWN:</p><br><p>Town of Dallas Manager<br/>         210 N. Holland Street<br/>         Dallas, NC 28034</p> | <p>To the OWNER:</p><br><p>Gaston Aquatics, Inc.<br/>         Attn: Donna Groot Taylor<br/>         3340 Robinwood Rd.<br/>         Suite 100-409<br/>         Gastonia, NC 28054</p> |
|---|---|
19. **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.
20. **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.
21. **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.

- 22. 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

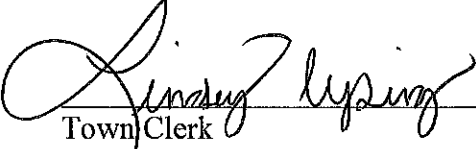
**CERTIFICATE OF SUFFICIENCY**

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

I, Lindsey Tysinger, Town Clerk of the Town of Dallas, hereby certify that I have investigated the foregoing petition for the annexation of a noncontiguous (satellite) area and find it to be sufficient in all respects, in compliance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas,  
This 5<sup>th</sup> Day of November 2025.

Re: Z-2025-05 Annexation- PID# 169749, 310636(portion)

  
Town Clerk

(SEAL)





## TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: \_\_\_\_\_

☐ Contiguous☐ Non-ContiguousDATE: 8-12-2025FEE: \$550.00 plus  
the cost of advertisingCurrent Property Use: Commercial Requested Zoning: CommercialPlanned Property Use: Convenient Store**To the Board of Aldermen of the Town of Dallas:**

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

1020 Dallas Stanley Hwy DALLAS, NC 28034, further identified asparcel ID # 169749, be annexed to the Town of Dallas.**Print owner name(s) and information:**Name Steve P Mason Phone 704-678-1714Address 1006 Dallas Stanley Hwy Dallas NC 28034Name Maria R. Mason Phone 704-678-1528Address 1006 Dallas Stanley Hwy Dallas NC 28034

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: Steve P. Mason Date: 8-12-2025Owner's Signature: Maria R. Mason Date: 8-12-2025

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

William F. Leiton  
Steve's Superette  
1006 Dallas Stanley Hwy  
Dallas, NC 28034  
ste vesssuperette@gmail.com

October 21, 2025  
Mayor Haley Beaty and the Board of Aldermen  
Dallas City Hall  
210 N. Holland Street  
Dallas, NC 28034

Re: Request for Annexation of 1020 Dallas Stanley Highway into Dallas City Limits  
Parcel # 169749 Total Acreage - .81  
Parcel # 310636 Partial Acreage - .20

Dear Mayor Beaty and Members of the Board of Aldermen,  
I respectfully submit this formal request for the annexation of the property located at 1020 Dallas Stanley Highway into the Dallas City Limits.  
Annexation of this parcel would allow the property and its occupants to benefit from full access to municipal services, including water, sewer, police and fire protection, and other essential city services. In addition, annexation would support economic development in the area and foster a stronger partnership in community growth, aligning this property with the Town of Dallas's planning and zoning objectives and contributing to the town's long-term development goals.  
I believe that this annexation will be mutually beneficial, supporting both the Town of Dallas's continued growth and the effective use of this property. I kindly request that this matter be placed on the agenda for consideration by the Board of Aldermen at your earliest convenience.  
Thank you for your time, service, and consideration of this request. I look forward to working with you to complete the annexation process and contribute positively to the community's growth.

Respectfully submitted,

William F. Leiton  
Steve's Superette

## SIGNATURE PAGE

The undersigned hereby execute this Agreement as of the date first written above.

Steve P. Mason

**\*\*Steve P. Mason\*\***

Owner

Maria Mason

**\*\*Maria Mason\*\***

Owner

William Leiton

**\*\*William Leiton\*\***

Partner

-----  
Legal Description

Being located near Town of Dallas, Dalla TWSP, Gaston Co., NC.

Beginning at a point in the Dallas - Spencer Mtn., Rd. at the Existing City Limits

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THENCE with the existing City Limits North 16 04'00" East a distance of 146.87 feet crossing over an IPF at 35.86 ft.to a point for corner; common corner with Deed Book 5433 page 219, Steve P. & maria R. Mason owner:  
THENCE continuing with the city limits North 16 04'00" East a distance of 166.55 feet crossing over ab IPF at 153.80 f6t to a point for corner;  
THENCE a new line for city limits South 89 24'22" East a distance of 207.53 feet to a point common corner with International Church of Foursquare Deed book 2679 page 352;  
THENCE a new city limits line with Deed Book 2679 p. 352 South 00 46'08" West a distance of 210.00 feet to a IPF to common corner with Lisa Decicco Deed Book 5202 page 1331 and Henry l. Jenkins jr. and Susie C. Jenkins for corner;  
THENCE another new city limits line with Jenkins North 78 16'01" West a distance of 215.14 feet to a IPF for corner;  
THENCE another new city limits line South 25 20'03" West a distance of 161.74 feet crossing an IPF at 128.79 ft to a point for corner;  
THENCE another new city limits line North 40 52'23" West a distance of 17.71 feet to a POINT which is the POINT OF BEGINNING, and containing 47,372.57 square feet or 1.0875 acre(s) of land, more or less.



## Town of Dallas Zoning Map Amendment (Rezoning) Application

Physical Property Address 1020 Dallas Stanley HwyTax Parcel Number 169749 Lot Size           Current Zoning B7-CU/R1/C1 Requested Zoning B-1  
Conventional ☒ Conditional ☐Property Owner(s) Steve P Mason and Maria R MasonOwners Address 1000 Dallas Stanley Hwy Dallas NC 28034Phone Number 704-678-1714 Email Address smasonent@gmail.com  
(attach separate sheet if necessary)**If different than owner:**Applicant Name William F LeikenApplicant Address 1000 Dallas Stanley Hwy Dallas NC 28034Phone Number 704-689-2788 Email Address stevesseparette@gmail.com  
(attach separate sheet if necessary)Signature of Applicant William F LeikenSignature of Owner Steve P Mason**Staff Only:**Date of completed application                                  Received by                                 Planning Board Meeting Date                                 Public Hearing Meeting Date

**William F. Leiton**

Steve's Superette

1006 Dallas Stanley Hwy

Dallas, NC 28034

**August 12, 2025**

City of Dallas NC

210 N. Holland Street

Dallas, NC 28034

**Re: Request for Rezoning 1020 Dallas Stanley Hwy**

Dear, Planning and Zoning Board

I am writing to formally request consideration for rezoning of my property located at 1020 Dallas Stanley Hwy.

Our interest in rezoning stems from several important factors:

The purpose of this rezoning request is to align the property's zoning with my intended use and to facilitate future development plans for a new convenient store that are consistent with the City's commercial zoning regulations. I believe this change will also contribute positively to the growing community.

I kindly request your consideration of this rezoning application and would appreciate any guidance on the next steps or requirements needed to complete this process.

Thank you for your time and attention to this matter. I look forward to your favorable response.

Sincerely,

**William F. Leiton**

Owner

Steve's Superette

**704-689-2788**

[stevessuperette@gmail.com](mailto:stevessuperette@gmail.com)



# MEMO

**To:** Planning Board  
**From:** Stuart Valzonis, Planning Director  
**Date:** 10/16/2025  
**Re:** Z-2025-05 - Conventional Zoning Request for Steve's Superette

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## 1. Summary of Request

The petitioner requests to rezone and establish a zoning of approximately 2.34 acres located along Dallas-Stanley Highway to the B-1 (Neighborhood Business) Zoning District.

**Parcel ID:** 169750, 169749

**Owner(s):** Steve Mason, Maria Mason, Patrick Mason

**Petitioner:** Steve's Superette

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## 2. Site Description

The site (denoted by a purple star) is located at the intersection of Dallas-Stanley Highway and Dallas-Spencer Mountain Road. The rezoning site operates a gas station.

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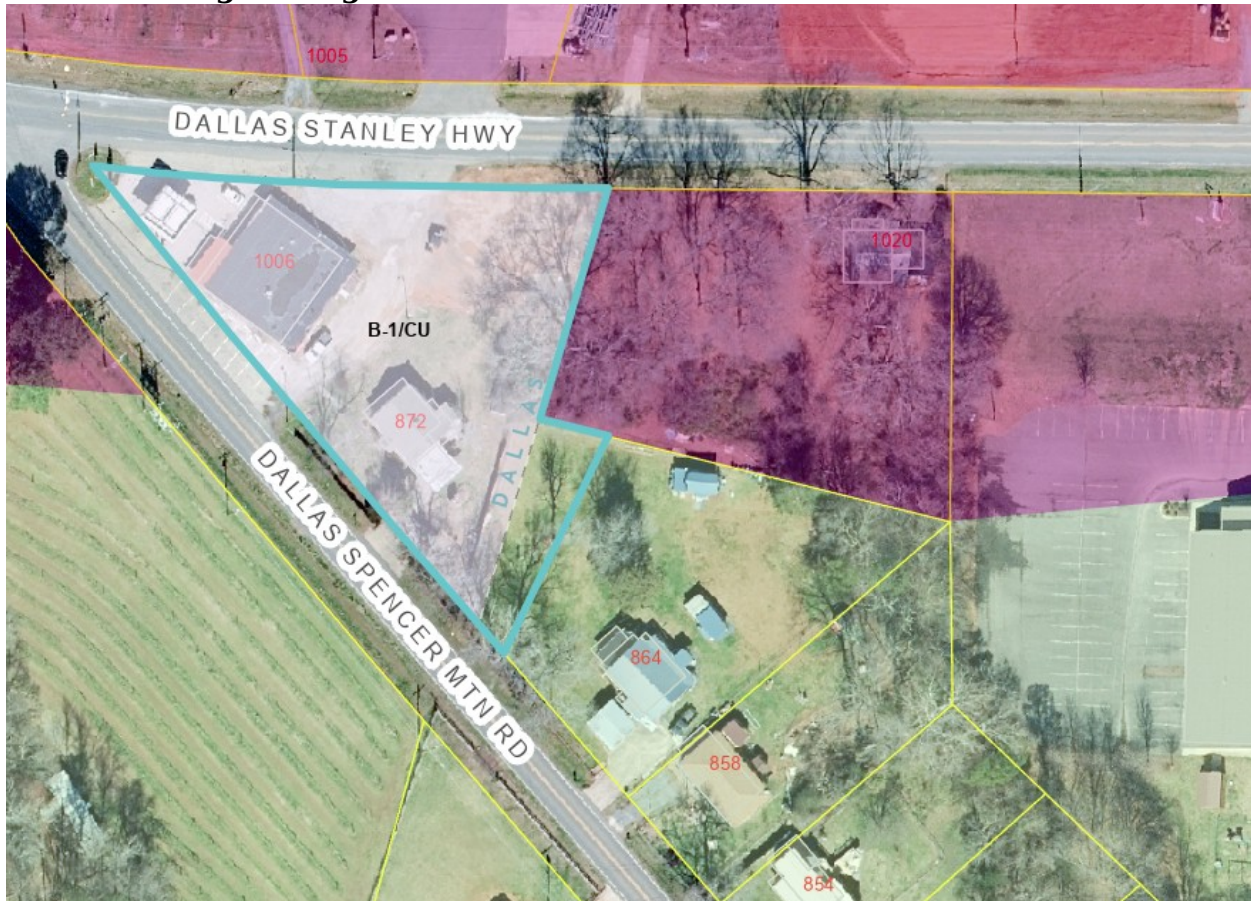


### 3. Planning Staff Review

- **Proposed Request Details**

- o This is a conventional rezoning petition with no associated site plan.
- o Permits all uses allowed by right in the B-1 zoning district.

- **Existing Zoning**



- The site is currently split zoned and under two zoning jurisdictions. The portion of the site under Town of Dallas jurisdiction is zoned B-1/CU (Neighborhood Business, Conditional Use) and the portion of the site under Gaston County jurisdiction is zoned C-1 (Light Commercial).
- **Future Land Use Map**
  - The *2030 Future Land Use Map* recommends Suburban Mixed-Use Center for the entirety of the site. However, a portion of 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".

### 4. Site History

The site is comprised of two zoning districts, B-1/CU & C-1. Most of the site is used to operate a gas station. The petitioner is also requesting a voluntary annexation into the Town of Dallas for the portion of the site under Gaston County jurisdiction.

## 5. Staff Observations

### Plan Consistency

The portion of the rezoning under Town of Dallas jurisdiction is **consistent** with the *2030 Comprehensive Land Use Plan*. The portion of the rezoning outside of the Town's jurisdiction is neither **consistent nor inconsistent** with the *2030 Comprehensive Land Use Plan* being that the site is located outside of the Towns ETJ.

### Rationale

- A portion of the site is consistent with the Towns future land use policy.
- A portion of the site is outside of the Towns zoning and planning jurisdiction.
- Rezoning the site would create one up-to-date zoning district for the site, allowing for a more consistent development pattern.
- The zoning would be consistent with surrounding zonings of the parcels under Gaston County jurisdiction.

## Petition Z-2025-05 by Steve's Superette

**To Approve:**

For this portion of the site in the Town of Dallas this petition is found to be **consistent** while the portion of the site outside of the Town of Dallas is neither **consistent nor inconsistent** with the *2030 Future Land Use Map* based on the information from the staff analysis and because:

- The *2030 Future Land Use Map* recommends Suburban Mixed-Use Center
- 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 *2030 Future Land Use Map* recommends Suburban Mixed-Use Center
- 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 October 16<sup>th</sup>, 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; Glenn Bratton – Co-Chair; Bradley Goins; Reid Simms; John O’Daly; William Hairston; Carla Howell – Alternate.

**Also Present:** Stuart Valzonis – Planning Director; Brittany Beam – Town Planner; Johnny Denton – Town Engineer; Sarah Penley – Planning Director, Town of Stanley; Mark Zelnik – Carolina Quick Care; Teresa Beane; Bruce Arton; William Leiton – Steve’s Superette.

**Announcements & Introductions:** Mr. Valzonis made aware of the copies that were given to the members for the Reference Guides, and language of the ordinance.

A motion was made by John O’Daly to approve the agenda with no additions or deletions, seconded by Glenn Bratton, and carried unanimously.

A motion was made to table approval of the minutes from Glenn Bratton, seconded by William Hairston, and carried unanimously.

**New Business:**

***10A Carolina Quick Care Preliminary Plat***

Mr. Valzonis presented. 2Z Development LLC has submitted a preliminary plat application for the Carolina Quick Care Subdivision. Staff has reviewed the application and determined it meets the subdivision requirements as described in Chapter 152: Subdivision Regulations.

Discussion between the Board and Staff was had about exact proposed location, any road improvements and traffic impactions.

A motion was made by William Hairston to approve the preliminary plat for final mylars, seconded by Reid Simms, and carried unanimously.

***10B Re-Zoning Petition Z-2025-05***

Mr. Valzonis presented. William Leiton, representing Steve and Maria Mason, the owners of parcel 169749 located at 1020 Dallas Stanley Highway, Dallas, NC 28034, is requesting to establish the Business(B-1) zoning district for that site. Currently, the site is located outside of the Towns Extraterritorial Jurisdiction (ETJ.)

Discussion between the Board, staff and Mrs. Penley, was had about conditions already on the parcel with the existing structure, and if the parcel would be re-taxed for the Town.

A motion was made by John O’Daly to send recommendation to the Board of Aldermen for approval. The portion of the site in the Town of Dallas petition is found to be consistent while the portion of the site outside of the Town of Dallas is neither consistent nor inconsistent with the 2030 Future Land Use Map based on the information from the staff analysis and because the 2030 FLUM recommends Suburban

Mixed-Use and the site is outside of the ETJ. However, the Planning Board find this petition to be reasonable and in the public interest, based on the information from the staff analysis and because it will establish a uniform zoning for the land. Motion was seconded by Glenn Bratton, and carried unanimously.

### ***10C Changes per HB. 926***

Mr. Valzonis presented that as of October 6<sup>th</sup>, 2025, House Bill 926 – REGULATORY REFORM ACT OF 2025, is now law. Many provisions were made, but the PROHIBIT WAITING PERIODS FOR REFILE OF DEVELOPMENT APPLICATIONS SECTION 11. G.S. 160D-601. A development regulation or UDO may not include periods of prohibiting a landowner, developer, or applicant from refiling a denied or withdrawn application for a zoning map amendment, text amendment, development application or request for development approval.

A motion was made to send recommendation of approve to the Board of Alderman, seconded by Reid Simms, and carried unanimously.

### ***10D Reference Guides***

Mr. Valzonis presented. Staff has created pamphlets for two important processes in the department. Rezoning's and Subdivisions have the most extensive application and review processes. Staff feels that the pamphlets will be helpful for citizens, developers, property owners and Board members who may have questions pertaining to either process.

Staff asked that the Planning Board to read over the reference guides and make notes or changes and we will discuss at next month's meeting.

### ***Staff Report***

Mr. Valzonis informed the Board that another text amendment has been submitted. Mr. Denton asked about the status of the new UDO. The Board asked about the Gaston Aquatics extension and easement, Mr. Denton informed them that construction does not have to stop due to by-rights. William Hairston expressed concern about the stop at the Ingles. Mr. Denton said it is a DOT right-of-way and should be a 3-way stop.

Glenn Bratton motioned to adjourn, seconded by William Hairston, and carried unanimously. (7:10pm)

Parcel Number	Current Owners	Mailing Address	Physical Address	Deed Book	Deed Page	Sale Date	Deed Book	Deed Page	Acreage	Property Use	Taxable Value
169758	NEAL PAULA	854 DALLAS SPENCER MOUNTAIN RD , DALLAS, NC 28034 0000	854 DALLAS SPENCER MTN RD, DALLAS , NC 28034	3385	0316	1/22/2002	016	022	0.31	RESIDENTIAL	\$65,840
310636	MASON STEVE P MASON MARIA R	1006 DALLAS STANLEY HWY, DALLAS, NC 28034	1006 DALLAS STANLEY HWY, DALLAS , NC 28034	5433	0217	9/7/2023			0.94	COMMERCIAL	\$331,550
169751	LINEBERGER FAMILY LLC	2400 HUDSON POULTRY RD , IRON STATION, NC 28080 9465	918 DALLAS STANLEY HWY, DALLAS , NC 28034	4148	1249	8/4/2005			5.34	COMMERCIAL	\$265,310
169682	CO-DY INVESTMENTS LLC	1011 DALLAS STANLEY HIGHWAY, DALLAS, NC 28034	1011 DALLAS STANLEY HWY, DALLAS , NC 28034	5440	0680	10/13/2023			0.89	COMMERCIAL	\$276,400
169745	INTERNATIONAL CH OF FOURSQUARE	P O BOX 905 , DALLAS, NC 28034	1026 DALLAS STANLEY HWY, DALLAS , NC 28034	2679	0352	7/8/1997			10.98	EXEMPT	\$0
169753	BROOKS SHELDON RAY BROOKS MICHELLE LYNNA	851 DALLAS SPENCER MOUNTAIN ROAD, DALLAS, NC 28034	851 DALLAS SPENCER MTN RD, DALLAS , NC 28034	5336	1033	5/13/2022			12.34	RESIDENTIAL	\$369,620
169748	DECICCO LISA ANN	858 DALLAS SPENCER MOUNTAIN ROAD, DALLAS, NC 28034	858 DALLAS SPENCER MTN RD, DALLAS , NC 28034	5202	1331	2/25/2021			0.39	RESIDENTIAL	\$99,980

Parcel Number	Current Owners	Mailing Address	Physical Address	Deed Book	Deed Page	Sale Date	Deed Book	Deed Page	Acreage	Property Use	Taxable Value
210309	SPENCER MOUNTAIN ROAD VFD	PO BOX 504 , DALLAS, NC 28034 0504	1035 DALLAS STANLEY HWY, DALLAS , NC 28034	4936	2491	9/28/2017			4.39	EXEMPT	\$0
215769	INTERNATIONAL CH OF FOURSQUARE	P O BOX 905 , DALLAS, NC 28034	NO ASSIGNED ADDRESS,	4381	0503	1/24/2008	016	022	0.75	RESIDENTIAL	\$21,000
214263	BEANE JASON H BEANE TERESA	127 LITTLE BIG HORN DR , DALLAS, NC 28034 8400	NO ASSIGNED ADDRESS,	4625	0191	8/1/2012			2.35	RESIDENTIAL	\$23,490
169754	JENKINS RICHARD DEAN JENKINS MELODY RAE	845 DALLAS SPENCER MTN RD , DALLAS, NC 28034 7609	845 DALLAS SPENCER MTN RD, DALLAS , NC 28034	4912	0345	5/18/2017			0.95	RESIDENTIAL	\$78,320
311587	CARPENTER JANICE WILSON 99% PENLEY SARAH CARPENTER 1%	1722 N NEW HOPE RD, GASTONIA, NC 28054	1059 DALLAS STANLEY HWY, DALLAS , NC 28034	5499	0425	8/16/2024	102	084	4.99	RESIDENTIAL	\$149,110
169679	REEL LORI CHANEY	119 DILLS DRIVE, DALLAS, NC 28034	119 DILLS DR, DALLAS , NC 28034	5561	2480	6/3/2025			1.17	COMMERCIAL	\$247,970
169752	LINEBERGER FAMILY LLC	2400 HUDSON POULTRY RD , IRON STATION, NC 28080 9465	906 DALLAS STANLEY HWY, DALLAS , NC 28034	4148	1249	8/4/2005			22.58	COMMERCIAL	\$512,760
169749	MASON STEVE PATRICK MASON MARIA R	1006 DALLAS STANLEY HWY, DALLAS, NC 28034	1020 DALLAS STANLEY HWY, DALLAS , NC 28034	5433	0219	9/7/2023			0.81	COMMERCIAL	\$48,600
214261	MATHIS AMY R	1029 DALLAS	1029 DALLAS	4457	1930	4/9/2009			4.46	RESIDENTIAL	\$253,030

Parcel Number	Current Owners	Mailing Address	Physical Address	Deed Book	Deed Page	Sale Date	Deed Book	Deed Page	Acreage	Property Use	Taxable Value
		STANLEY HWY , DALLAS, NC 28034 0000	STANLEY HWY, DALLAS , NC 28034								
169684	COURTNEY SHEILA DILLS	127 DILLS DRIVE, DALLAS, NC 28034	141 DILLS DR, DALLAS , NC 28034	4821	0451	12/28/2015			61.72	RESIDENTIAL	\$347,400
169760	NEAL PAULA	854 DALLAS SPENCER MOUNTAIN RD , DALLAS, NC 28034 0000	850 DALLAS SPENCER MTN RD, DALLAS , NC 28034	3385	0316	1/22/2002	016	022	0.32	RESIDENTIAL	\$107,630
169681	LINEBERGER FAMILY LLC	2400 HUDSON POULTRY RD , IRON STATION, NC 28080 9465	NO ASSIGNED ADDRESS,	4491	2005	11/16/2009			3.51	COMMERCIAL	\$3,120
310634	JENKINS HENRY L JR JENKINS SUSIE COLE	864 DALLAS-SPENCER MOUNTAIN RD , DALLAS, NC 28034 0000	864 DALLAS SPENCER MTN RD, DALLAS , NC 28034	2507	0735	12/11/1995			0.62	RESIDENTIAL	\$163,150
169757	AHRENS JENNIFER C AHRENS SCOTT L	846 DALLAS SPENCER MTN RD , DALLAS, NC 28034 0000	846 DALLAS SPENCER MTN RD, DALLAS , NC 28034	3863	0459	10/30/2003	016	022	1.03	RESIDENTIAL	\$153,860