

Town of Dallas
Agenda
OCTOBER 25, 2022
5:00 PM
BOARD OF ALDERMEN – WORK SESSION MEETING
Rick Coleman, Mayor

Sam Martin

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

ITEM SUBJECT

Pages

- 1. Pledge of Allegiance to the Flag**
- 2. Approval of Agenda with Additions or Deletions**
- 3. New Business**
 - A. Historic Preservation Interlocal Agreement 2
 - B. Proposed Ordinance Changes – Fire Department 6

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Historic Preservation Interlocal Agreement

AGENDA ITEM NO. 3A

MEETING DATE: 10/25/2022

BACKGROUND INFORMATION:

In an effort to clean up their processes and procedures, the Gaston County Historic Preservation Commission is asking each municipality to update their interlocal agreement with the example attached.

If agreed upon, the agreement will be brought back to a regular meeting for adoption.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

**AGREEMENT DESIGNATING A JOINT HISTORIC PRESERVATION COMMISSION
AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL
GOVERNMENT**

This is an agreement between the County of Gaston (“County”) and the **TOWN/CITY NAME** (“Town/City”) requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within (**TOWN/CITY Name**) planning jurisdiction, as well as to act on the **TOWN/CITY’S** behalf as a Certified Local Government.

1. Designation of a Joint Historic Preservation Commission

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and **TOWN/CITY** hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of **TOWN/CITY**, all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the **TOWN/CITY** and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

2. County Amendments to the Gaston County Historic Preservation Commission Ordinance

If the County proposes any amendment to the Gaston County Historic Preservation Commission Ordinance, it will provide the **TOWN/CITY** written notice of the proposed amendment and provide the **TOWN/CITY** reasonable opportunity to review and comment on the proposed amendment before the County holds a public hearing on the amendment.

3. Funding Commission

As established in the Ordinance creating the Historic Preservation Commission and subsequent amendments, the County will provide the staffing, materials, and funding it deems necessary to support the Commission's basic duties.

4. Termination of Agreement

The **TOWN/CITY** may terminate this agreement by providing the County a 90-day written notice of its intent to terminate. The County may terminate this Agreement by providing the Town with a 90-day written notice of its intent to terminate. Any landmarks within the jurisdiction of the **TOWN/CITY** after withdrawal from the Agreement become the responsibility of the **TOWN/CITY**, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the **TOWN/CITY** with no preservation commission will be de-designated by the Gaston County Historic Preservation Commission.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and it supersedes any and all prior representations and agreements, whether oral or written, between the Parties. No such prior representations or agreements may be offered or considered to vary the terms of this Agreement, or to determine the meaning of any of its provisions.

6. Severability

In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.

7. No Third-Party Beneficiaries

This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or fight as a beneficiary or protected class under the Agreement.

8. Rights of Third-Parties

This Agreement is not intended to impair or expand the rights of any person or organization seeking relief against the County or the Town, or any officer or employee thereof, for their conduct or the conduct of any officer or employee. Accordingly, it does not alter legal standards governing any such claims by third parties, including those arising under state or federal law.

9. Effective Date

This Agreement shall become effective between the County and the **TOWN/CITY** after adoption by both the County Board of Commissioners and the governing body of the **TOWN/CITY** NAME.

(INSERT APPROPRIATE SIGNATURES)

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Proposed Fire Department Ordinance Updates

AGENDA ITEM NO. 3B

MEETING DATE: 10/25/2022

BACKGROUND INFORMATION:

Attached are proposed changes to the Town's Fire Department Ordinance. This ordinance has not be updated in a number of years and needs to be updated to reflect the current structure.

Once the updates are agreed upon, the ordinance will be brought to a regular meeting for adoption.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

📖 CHAPTER 35: FIRE DEPARTMENT

Section

General Provisions

- [35.01](#) Organization
- [35.02](#) Duties of Chief
- [35.03](#) General authority
- [35.04](#) Following fire equipment
- [35.05](#) Interfering with firefighters or fire apparatus
- [35.06](#) Only firefighters may ride on trucks without permission
- [35.07](#) Interfering with fire alarm apparatus
- [35.08](#) Giving false alarm of fire forbidden
- [35.09](#) Protection of fire hose
- [35.10](#) No burning of garbage, rubbish or leaves; items of exception by permit

Fire Limits

- [35.25](#) Description
- [35.26](#) Regulations within fire limits

GENERAL PROVISIONS

📖 § 35.01 ORGANIZATION.

- (A) The Fire Department shall be a **volunteer organization**, and shall consist of a Chief and a sufficient number of firefighters to maintain and operate the Department.

A-The Fire Department shall be a combination department consisting of volunteers and part time paid personnel, and shall consist of a Chief and a sufficient number of firefighters to maintain and operate the department.

- (B) The Department may, from time to time, adopt its own rules and regulations governing the Department, subject to the approval of the Board of Aldermen.

(Prior Code, § C-I-1)

📖 § 35.02 DUTIES OF CHIEF.

The duties of the Chief, subject to supervision by the Board of Aldermen, shall be as follows:

- (A) General control of the Department, the personnel, apparatus and fire alarm systems;

(B) To command the Department and supervise the firefighting and extinguishing of all fires and to have the authority to keep away from the vicinity of all fires, any and all idle, disorderly or suspicious persons;

(C) He or she shall inspect or cause to be inspected all trucks and other equipment of the Fire Department each and every week to ascertain that the equipment is being kept in proper condition. He or she shall, **when asked**, report annually to the Board of Aldermen the condition of all equipment;

(D) He or she shall inspect or cause to be inspected **annually**, all fire hydrants **and fire alarm systems at least once every three months and shall make a report of the inspection to the Board of Aldermen; and**

(E) Fire Inspector: (note: because of state regulations, the Board of Aldermen signed an agreement with the county to handle most of the function of Fire Inspector).

(1) The Chief is to assume the functions of Fire Inspector. As such, he or she or his or her designated agent shall have authority to enter any and all premises, at a reasonable time, for purposes of inspection.

(2) He or she shall make annual inspections of all structures **greater than 5,000 square feet, all educational facilities, all financial institutions, and any structure that contains hazardous materials**, located within the fire limits.

(3) He or she shall, upon receipt of a complaint, forthwith investigate.

(4) He or she, **or their designee**, shall investigate the causes of fires and shall keep records of his or her findings as to origin, location owner, extent of damage and amount of insurance carried. The findings must be reported to the State Insurance Commissioner at regular intervals.

(5) **He or she shall cause the removal of fire hazards by serving proper order to owner or agent of premises in question, the order to state a reasonable time limit. Failure to comply with the order shall be considered a misdemeanor.**

(Prior Code, § C-I-2)

§ 35.03 GENERAL AUTHORITY.

(A) The officer in command shall have authority to summon aid and no citizen so summoned may refuse to help in extinguishing the fire or in protecting exposed property.

(B) During the continuance of a fire, the Fire Chief, his or her assistant, or the Mayor shall have authority to call upon any citizen to render assistance in pulling down or demolishing any building or in removing goods or furniture from a building on fire or in danger of fire, but not without the consent of the officer of the Fire Department. **or the Police Department which may be in charge.**

(C) It shall be unlawful to congregate on the streets or alleys near a fire in a manner which would interfere with the activities of the Fire Department.

(D) In the event of an alarm of fire, the apparatus of the Fire Department responding to it, shall have the right-of-way in and upon all streets, lanes, alleys and other public ways.

(E) The drivers of vehicles, upon the approach of fire apparatus, shall immediately bring their vehicle to a stop on the right-hand side of the street in the direction in which they are facing and shall not move their vehicle until the apparatus has passed.

(Prior Code, § C-I-3) Penalty, see § [10.99](#)

§ 35.04 FOLLOWING FIRE EQUIPMENT.

It shall be unlawful to follow any fire apparatus which is responding to a call by automobile or any other vehicle, unless it is used for transporting firefighters to the scene of fire, at a distance closer than one city block, or to pass the apparatus or to park within the same block in which fire is in progress.

(Prior Code, § C-I-4) Penalty, see § [10.99](#)

§ 35.05 INTERFERING WITH FIREFIGHTERS OR FIRE APPARATUS.

No person shall interfere with a firefighter in the discharge of his or her duty, or hinder him or her in the performance of the duty; nor shall any person other than members of the Fire Department loiter about any fire station, or change, handle or meddle in any manner with any fire engine or any other fire apparatus.

(Prior Code, § C-I-5) Penalty, see § [10.99](#)

§ 35.06 ONLY FIREFIGHTERS MAY RIDE ON TRUCKS WITHOUT PERMISSION.

No person other than a bona fide member of the Fire Department shall mount any fire engine, wagon or apparatus before it leaves the station or while on its way to or from a fire, or at any other time, unless by permission of the driver or officer in command of the engine, wagon or other apparatus.

(Prior Code, § C-I-6) Penalty, see § [10.99](#)

§ 35.07 INTERFERING WITH FIRE ALARM APPARATUS.

No person shall interfere carelessly or willfully with the fire alarm system, or injure the poles, wires, boxes or other apparatus connected therewith.

(Prior Code, § C-I-7) Penalty, see § [10.99](#)

§ 35.08 GIVING FALSE ALARM OF FIRE FORBIDDEN.

No person shall give or cause to be given any false alarm of fire by means of the fire alarm system or otherwise.

(Prior Code, § C-I-8) Penalty, see § [10.99](#)

§ 35.09 PROTECTION OF FIRE HOSE.

It shall be unlawful for any person, firm or corporation to drive over, or in any way damage or mutilate any fire hose while in use at a fire or otherwise.

(Prior Code, § C-I-9) Penalty, see § [10.99](#)

§ 35.10 NO BURNING OF GARBAGE, RUBBISH OR LEAVES; ITEMS OF EXCEPTION BY PERMIT.

No person shall burn any garbage, rubbish or leaves within the corporate limits of the town. Permit may be issued by the Fire Chief ~~Town Clerk~~, under controlled conditions, to burn off gardens and vacant lots.

(Prior Code, § C-I-10) Penalty, see § [10.99](#)

FIRE LIMITS

§ 35.25 DESCRIPTION.

The fire limits for the town shall include that section of the town known as the Public Square, Courthouse Square and all property facing the Public Square for 150 feet from the sidewalk.

(Prior Code, § C-II-1)

§ 35.26 REGULATIONS WITHIN FIRE LIMITS.

No construction or alterations of any kind or description shall be made in the above set out fire limits without a building permit and without full compliance with ordinances governing construction in the town.

(Prior Code, § C-II-2) Penalty, see § [10.99](#)