

## MINUTES FOR BOARD OF ALDERMEN MEETING

January 11th, 2022

6:00 PM

The following elected officials were present: Mayor Coleman, Alderman Cearley, Alderman Milton, and Alderman Martin.

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director (Virtually); Earl Withers, III, Fire Chief; Sarah Hamrick, Town Clerk; Jonathan Newton, Finance Director; Marcus Fleming, Police Captain; Bill Trudnak, Public Works Director; Doug Huffman, Electric Director; and Tom Hunn, Town Attorney.

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

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

### **Approval of Agenda:**

Prior to setting the agenda, Mayor Coleman asked to add 8C to the agenda to discuss the letter to the Gaston County School Board concerning the up-coming growth in the Town of Dallas. Alderman Cearley made a motion to set the agenda with the addition, seconded by Alderman Milton, and carried unanimously.

### **Approval of Minutes:**

Alderman Cearley requested that Alderman Withers, being named "Alternate" for the Centralina Regional Council, be added to the minutes from the December 14<sup>th</sup> Board of Aldermen Meeting. Alderman Milton made a motion to approve the minutes from the December 14<sup>th</sup> Board of Aldermen meeting with this correction, along with the minutes from the Board of Alderman Special Meeting Quorum on December 17<sup>th</sup>. Alderman Cearley seconded the motion and it was carried unanimously.

### **Recognition of Citizens:**

The Mayor opened the floor to the Recognition of Citizens. There was no response.

### **Consent Agenda:**

#### *Item 5A Written Offs*

For authorization, are uncollectable accounts from the months of June 2021 – September 2021. 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 Cearley made a motion to approve the Consent Agenda, seconded by Alderman Martin, and carried unanimously.

**Public Hearings:**

There were no Public Hearings scheduled.

**Old Business:**

There was no Old Business to conduct.

**New Business:**

*Item 8A Special Event Fees*

A discussion was held at the November 23, 2021 Board of Aldermen Work Session concerning assessing a fee to cover costs incurred by the Town in support of Special Events held by private entities utilizing public property or Town resources. Based on that discussion, a proposed policy and fee schedule have been developed and attached for review (Exhibit 8A, 1-3).

Alderman Martin made a motion to approve the Policy, seconded by Alderman Cearley, and carried unanimously.

*Item 8B Review of Courthouse Agreement*

In May of 2017, the Town of Dallas entered into an agreement with the Gaston County Museum of Art and History for event rentals of the Historic Dallas Courthouse. Under this agreement, Museum staff would facilitate event rentals by taking calls, collect rental fees, coordinate rentals, staff rental events, and provide marketing for the facility. In turn, the Town of Dallas would physically maintain and insure the facility. Fees collected for rentals of the Courthouse and/or grounds would be divided between the Town of Dallas and the Museum. The Museum would receive 60% of the rental fee and the Town of Dallas would receive 40% of the rental fee. Other parameters of the agreement allowed the Museum use of the Courthouse for educational, promotional, and public programs/events at no charge to the Museum. A copy of the agreement is attached for review. A discussion and review of the current agreement is prudent, as the 5-year anniversary of the signing of the agreement is approaching. There have been no changes made to the original agreement since its inception. Termination of the agreement requires at least a 60 day notice to the other party (Exhibit 8B, 1-5).

Alderman Martin made a motion for the Town to terminate the contract with the Museum and for operations of the Courthouse be handled by Town Employees. Alderman Cearley seconded the motion, and carried unanimously.

*Item 8C Letter to the Gaston County School Board*

The Board agreed for the Mayor to deliver a letter to the Gaston County School Board in reference to the up-coming growth of the Town of Dallas that will impact our area schools (Exhibit 8A-1).

Alderman Cearley made a motion to approve the letter, seconded by Alderman Milton, and carried unanimously.

**Manager's Report:**

At this time, Ms. Stroupe informed the Board that there will be a revised Covid Policy distributed to the Town Employees which is updated with the most current CDC guidelines.

She also reminded the Board of the up-coming virtual class through UNC School of Government which will be held at the Fire Station on January 26<sup>th</sup>-28<sup>th</sup> and of the MLK Holiday on Monday, January 17<sup>th</sup>.

Ms. Stroupe asked that everyone keep the Finance Director's son in their prayers as he is undergoing an extensive surgery over the next week.

**Closed Session:**

Alderman Cearley made a motion to enter into a Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. NCGS §143-318.11(3), seconded by Alderman Martin, and carried unanimously. (6:47)

No action was taken during the Closed Session. Alderman Milton made a motion to go out of the Closed Session, seconded by Alderman Cearley, and carried unanimously. (7:04)

Alderman Martin made a motion to adjourn the Board of Alderman Meeting, seconded by Alderman Cearley, and carried unanimously. (7:06)

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Rick Coleman, Mayor

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Sarah Hamrick, Town Clerk

**TOWN OF DALLAS**  
**SPECIAL EVENTS POLICY**

The Town of Dallas endeavors to support local businesses, groups, and individuals desiring to hold Special Events within the Town of Dallas. It is the desire of the Town of Dallas to ensure a safe and enjoyable special event.

The following criteria and procedures shall apply to all Special Events requests:

Special event permit applications must be submitted to the Town of Dallas **no later than 5:00 pm on the first Tuesday of the month** in order to be placed on the Board of Aldermen Meeting agenda for consideration and approval. Applications can be obtained at 210 N. Holland St., Dallas, NC 28034 or from the Town's website at [www.dallasnc.net](http://www.dallasnc.net).

**EVENTS MUST BE APPROVED AT LEAST 14 DAYS IN ADVANCE OF THE EVENT.**

Typical events are defined below:

**Parade:** A march or procession which interferes with pedestrian and/or vehicular traffic.

**Athletic Events:** An occasion when a group of participants collectively engage in sport or other form of physical exercise, including an organized Walk or Race. This may interfere with vehicular and/or pedestrian traffic.

**Special Events:** Include street fairs, arts and crafts shows, carnivals, rallies, etc. Special events often interfere with pedestrian and/or vehicular traffic.

**Block Party:** A gather which requires closure of a street.

**It shall be the Policy of the Town of Dallas That,**

All Special Events must comply with all Town ordinance requirements, Gaston County Health Department regulations, policies, procedures, rules, and regulations pertaining to use of parks and public spaces.

All of the following services or requirements shall be the responsibility of the applicant, unless the applicant specifically seeks and receives approval for any or all of the services or requirements to be waived as unnecessary, or provided by the Town of Dallas.

The applicant must provide sufficient portable toilets for the expected number of participants at the requested event.

The applicant must provide proof of insurance acceptable to the Town of Dallas.

The applicant shall be responsible for the security or protection of any items, merchandise, booths, or other property owned by the applicant or others participating in the Special Event.

The applicant shall provide, at their cost, authorized law enforcement personnel as security for each special event, as determined by the Town of Dallas Police Department.

The applicant shall be responsible for obtaining any permits required by the Town of Dallas, Gaston County, and the State of North Carolina (or any sub-departments of those entities) for activities conducted during the Special Event.

**Frequency of Events**

Any one entity may be approved for up to a maximum of three (3) events in any calendar year. These events must be spaced at least 45 days apart from each other.

**Event Fees**

Fees will be assessed as outlined in the Town of Dallas Fee Schedule.

Adopted This \_\_\_\_\_ Day of \_\_\_\_\_, 2022

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**Sarah Hamrick, Town Clerk**

AGREEMENT

This Agreement, made this 9<sup>th</sup> day of May, 2017, by and between GASTON COUNTY MUSEUM OF ART AND HISTORY, INC. ("Museum"), a North Carolina not-for-profit corporation having a mailing address of PO BOX 429, Dallas, NC 28034 and owning the Gaston County Museum of Art and History, located at 131 W. Main Street, Dallas, North Carolina, the TOWN OF DALLAS ("Town"), a North Carolina municipality having a mailing address of 210 N. Holland Street, Dallas, NC 28034 and GASTON COUNTY ("County"), a political subdivision of North Carolina, having a mailing address of PO BOX 1589 Gastonia, NC 28053.

WHEREAS, the Town of Dallas owns a building having a street address of 131 N. Gaston Street within the town of Dallas that served as the old courthouse for Gaston County; and

WHEREAS, said building will be used for various events and meetings; and

WHEREAS, the Museum plans to manage the various events and meetings described above and also intends to provide tours of the facility to the general public; and

WHEREAS, while the Museum is a separate entity from Gaston County, Museum personnel are considered County employees, and the County pays for the museum's insurance expenses.

NOW, THEREFORE, the parties agree to the following terms:

1. This Agreement shall go into effect upon execution, and shall remain in place until any party agrees to terminate the agreement, provided at least sixty (60) day notice is provided to the other parties.
2. The Museum agrees to provide the following services:
  - a. Take all calls related to tours, events and facility rentals;
  - b. Maintain a calendar of events for the Courthouse;
  - c. Collect fees and payments for rentals;
  - d. Coordinate all facility rentals including those sponsored by the Town;
  - e. Provide staff for Museum sponsored events and facility rentals;
  - f. Provide marketing initiatives for Museum sponsored events and facility rentals.
3. The Town will provide the following services and perform the following duties:
  - a. Maintain utilities;
  - b. Maintain courthouse building and grounds;
  - c. Clean the facility on a regularly scheduled basis;
  - d. Remove trash after events and rentals, and will provide a dumpster or similar depository for trash;
  - e. Obtain insurance (property and general liability); and provide a certificate of general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.

2015-070 #1

The coverage will name Gaston County and Gaston County Museum of Art & History as additional insureds;

- f. Provide Museum access to the Courthouse;
- g. Provide equipment for rentals and events such as tables and chairs;
- h. Assist in marketing and advertising of the facility and periodic events at the Courthouse.

4. Revenues generated from this Agreement will be divided between the Museum and Town. The Museum shall receive Sixty Percent (60%) of revenues and the Town shall receive the remainder. The Museum agrees to process the rental payments and after each rental period or event will provide the Town, in a reasonable time, the payment as agreed herein. The Town of Dallas shall be responsible for the fees and insurance costs associated with the annual alcohol license. Any increase in fees shall be approved by all the parties. The rental packages and fees are established as follows:

**Events on the grounds (including gazebo)**

Six-hour limit, including setup and breakdown time: \$700

Twelve-hour limit, including setup and breakdown time: \$1,000

Dressing facilities for bridal party, restrooms, one hour of wedding rehearsal before day of wedding will be available.

**Events in the Courtroom**

Six-hour limit, including set up and breakdown time: \$900

Twelve-hour limit, including set up and breakdown time: \$1,200

Tables and chairs provided, dressing room facilities, access to warming kitchen, elevator use, restroom use, one hour of wedding rehearsal before day of wedding will be available.

**Events in Courtroom and on ground (including gazebo)**

Six-hour limit, including set up and breakdown time: \$1,500

Twelve-hour limit, including set up and breakdown time: \$1,800

Tables and chairs provided inside only, access to warming kitchen, elevator use, restrooms will be available.

**Small Meeting Rooms (less than 40 guests)**

Two-hour: \$75, with additional \$25 per hour. Meeting times shall be restricted to times between 8 a.m. and 6 p.m. Tables and chairs provided, restrooms will be available.

5. Museum will partner with the Town to provide free guided tours of the Museum and Courthouse. All inquiries to tour the Courthouse shall be directed to the Museum.
6. Museum will facilitate scheduled public programs at the Courthouse. The programs shall be offered to the general public at no cost, but some programs may include private vendors.

Museum agrees to develop the program, provide appropriate marketing, and ensure proper staffing. Museum agrees to schedule the following annual events at the Courthouse:

- a. **Easter Egg Hunt:** Museum will collect and place Easter Eggs out in the Courthouse square for children to collect at a designated time. After the egg hunt, Museum will provide activities and games for the participating families on the Courthouse grounds and inside the Courthouse;
  - b. **May Fair on the Square:** Museum will attempt to obtain art demonstrations and other art activities by the Gaston Arts Council. Museum will have games and activities set up for visitors; Museum will coordinate a car show with Dallas Ambassadors.
  - c. **Winter Concert Series:** January-March. Museum will schedule four concerts through the winter months inside the Courthouse. The concerts will be free to the general public.
  - d. **Lectures:** Museum will schedule two lectures concerning local history during the spring and summer.
  - e. **Interactive Programs:** Museum will develop and schedule an interactive program where visitors can see how court processions operated in the 1800s.
  - f. **Summer Concert Series:** June-September. Museum will schedule four concerts through the summer months to be held in the gazebo. The concerts will be free to the general public.
  - g. **School Programs:** Museum will conduct school programs inside the Courthouse with additional activities on the Courthouse grounds. Students may eat lunch on the grounds and/or in the gazebo.
7. Personnel of the Museum are employees of Gaston County regardless of the work performed under this Agreement. The Museum and County agree to follow all employment laws and regulations while fulfilling the obligations established herein. Furthermore, the Town of Dallas agrees to indemnify Gaston County and the Gaston County museum of Art and History, to the fullest extent allowed by law, for any damages or liabilities the County might incur for any activities, actions, or inactions arising out of the sale or consumption of alcoholic beverages, or arising from a condition of the premises owned by the Town of Dallas during the events listed herein or other events sponsored or created by the Museum, except to the extent that said damages or liabilities arise from, or are incurred as a result of negligence or intentional acts on the part of employees or agents of Gaston County or the Gaston County Museum of Art and History in fulfilling their duties and responsibilities.
8. The Museum shall be able to hold its own fundraisers both in the courthouse and the courthouse grounds at no cost to the Museum, provided reasonable notice is given to the Town of Dallas. Conversely, the Town of Dallas may use the courthouse and/or courthouse grounds for Town-conducted or sponsored events or meetings, held without charge and open to the public; or for events specifically held to raise funds for the Dallas Historic Courthouse Foundation, so long as it provides reasonable advanced notice to the Museum, and provided



that no other conflicting events are already scheduled through the Museum. Museum shall have no responsibility for staffing, coordinating, or marketing Town events; and Town shall have no responsibility for cleaning of Museum fund-raiser events.

9. Nothing in this Agreement establishes a partnership, joint venture relation, agency, or other legal relationship with any other party to this Agreement.
10. All notices shall be sent to the following entities by way of first-class mail, postage pre-paid:

**GASTON COUNTY MUSEUM OF ART AND HISTORY**

ATTN: DIRECTOR  
PO BOX 429  
DALLAS NC 28034

**GASTON COUNTY**

ATTN: COUNTY MANAGER  
PO BOX 1578  
GASTONIA NC 28053

**TOWN OF DALLAS**

ATTN: TOWN MANAGER  
210 N HOLLAND ST.  
DALLAS NC 28034

GASTON COUNTY

Chad Brown  
Chairman, Board of Commissioners

Charles Moore  
County Attorney

GASTON COUNTY MUSEUM OF ART AND HISTORY

Brent Moore  
Director, Past County Manager

TOWN OF DALLAS

Marie Stroup  
Town manager

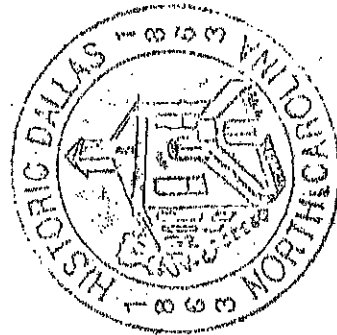
ATTESTS:

[Signature]  
Clerk to the Town of Dallas

(SEAL)

APPROVED TO FORM

[Signature]  
Attorney for Town of Dallas



This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Crystal Certain  
Finance Director

Attest  
Clerk to the Board  
6/15/2017



**Mayor**  
Rick Coleman

**Aldermen**  
Jerry Cearley  
Sam Martin  
Frank Millon  
Darlene Morrow  
Hoyle Withers

**Town Manager**  
Maria Stroupe

**Town Clerk/HR**  
Sarah Hamrick

**Finance**  
Jonathan Newton

**Town Attorney**  
J. Thomas Hunn

**Police**  
Robert Walls

**Electrical**  
J. Doug Huffman

**Public Works**  
Bill Trudnak

**Development Svc**  
Nolan Groce

**Fire Chief**  
Earl Withers III

**Recreation**  
Brandon Whitener

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

**Phone:**  
704-922-3176  
**Fax:**  
704-922-4701  
**Web Page:**  
[www.dallasnc.net](http://www.dallasnc.net)



In Dallas, we are fortunate to have great schools serving our community; North Gaston High School, W.C. Friday Middle School, Carr Elementary School, and Costner Elementary School. We are very proud of the reputations of these schools and their staffs.

As you know, Gaston County is experiencing tremendous growth in our residential population. While this growth is good, it can also create challenges for existing resources to accommodate that growth. We see those challenges impacting our local schools, as residential growth occurs in the Dallas community.

Based on the 2020 Census, Dallas' population within our corporate limits grew from 4,488 in 2010 to 5,927 in 2020. This represents a 32.1% increase in population just within our Town limits. This represents the second highest municipal growth rate in Gaston County. It is appropriate to assume that the surrounding township grew at a similar rate. Such growth is having a significant impact on our area schools.

Not only has Dallas experienced growth over the past ten years, but we are anticipating continued residential growth for the foreseeable future. Within the next five years we have a number of residential developments that will be adding significantly to our population base. There are 830 new homes already approved for development, with approximately 400 additional homes that are in the process of consideration. In addition to these projects, we are experiencing ever increasing interest from new developers.

Based on the locations of the approved developments, 658 of the new homes will be in Costner Elementary School's district and the remaining 172 new homes will be in Carr Elementary School's district. Approximately 60% of the developments under consideration would be in Carr Elementary School's district. At this time, it is difficult to speculate on the number of additional homes that could be added to those numbers over the next few years.

It is our firm belief that unless provision is made to address the growth being experienced in our community, the schools serving Dallas will be overwhelmed. As elected officials, we believe it is our responsibility to provide you with information that will help in your decision making processes to address school needs.

Sincerely,