

**MINUTES FOR BOARD OF ALDERMEN WORK SESSION**  
**September 26, 2023**  
**5:00 PM**

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

The following Staff members were present: Maria Stroupe, Town Manager; Brian Finnegan, Development Services Director; Robbie Walls, Police Chief; Sarah Ballard, Town Clerk; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Katie Tomassoni, Assistant Parks and Rec Director; Bill Trudnak, Public Works Director; Earl Withers III, Fire Chief; Paul Gibson, Electric Supervisor; and David Lingafelt, Codes Enforcement Officer.

Mayor Coleman called the meeting to order at 5:00 pm.

The Mayor then opened with the Pledge of Allegiance to the Flag.

At this time, the Mayor asked if there were any additions or deletions to the agenda. The Town Manager asked to add a Closed Session at the end of the meeting. Alderman Martin made a motion to approve the agenda with the one addition, seconded by Alderwoman Morrow, and carried unanimously.

**New Business:**

*Item 3A Smyre-Pasour Property Update*

The Smyre-Pasour property has recently been placed under contract by David and Christina Cockey with the Averly Group. They are planning to renovate the existing structure under historic preservation guidelines to create a multi-use site to promote the third space concept in the downtown area. Averly Group has partnered with Jefferson Ellinger, an Associate Professor at UNC Charlotte. Professor Ellinger will be working on the design phase of this project with one of his graduate classes in order to give the students a chance to work on a real project. Part of the design will also include a park concept on the adjacent Town property. Development Services staff has had an initial kickoff meeting with the students and developer on August 30<sup>th</sup> to discuss the process and encourage design to enhance the Courthouse grounds. Creating a park on this property will be a great way to begin working on the Town goals established in the Comprehensive Land Use Plan to establish a formalized plaza in the downtown and to promote more walkability. Attached is an aerial photo of the area and two pages from the adopted Comprehensive Land Use Plan for reference (Exhibit 3A, 1-3).

The Development Services Director presented the item to the Board. The Board asked if the Town would be under any obligation to UNC for the project and Staff assured them that the Town is under no type of contract or commitment for this project. No action was taken.

*Item 3B Tents Allowed on Courthouse Grounds*

Discussions have been held in the past concerning allowing tents to be placed on the Courthouse Grounds by individuals or groups renting the facility. No decision was previously made and staff would like to have this discussion again.

In order to protect the grounds and the underground utilities, staff would like to recommend that a designated area be determined for tent placement and that tents only be anchored by cement blocks or water barrels, with no spikes allowed. Attached is the current Facility Rental Agreement for reference (Exhibit 3B, 1-8).

The Town Manager presented this item to the Board for discussion. After discussion, the Board asked Staff to bring back a proposal for this policy.

#### *Item 3C Dennis Franklin Gym Floor Repairs*

In the current FY23/24 Budget provision was made to have the floor at Dennis Franklin Gym replaced due to suspected termite and water damage. Upon having the floor assessed for termite damage, it was determined that a water problem had contributed to the termite damage. The current wooden gym floor has been totally removed and the water issue has been assessed. A discussion of how to proceed with water remediation and floor replacement needs to be held to determine the best course of action.

The Town Manager presented this item to the Board for discussion. The Town Manager said Staff has also found water damage to the bleachers along with the floors. The Staff and Board discussed the different options of types of vapor barriers and finished floors to go back with. The up-coming Basketball season was also brought up for discussion with different options that could be considered to hold the season in a different location. The Board decided to recess the Work Session until Thursday September 27<sup>th</sup> at 3pm to go over information gathered by Staff from different sources for options for the season.

#### **Manager's Report:**

The Town Manager gave a report on up-coming events to the Board.

#### **Closed Session:**

Alderman Withers made a motion to enter into closed session to discuss personnel matters as provided for in N.C.G.S. §143-318.11, seconded by Alderman Martin and carried unanimously (5:31).

No action was taken.

Alderman Withers made a motion to go out of the closed session, seconded by Alderman Martin and carried unanimously (5:40).

Alderman Cearley made a motion to recess until Thursday September 28<sup>th</sup> at 3pm, seconded by Alderman Milton and carried unanimously (5:41).

Reconvened September 28<sup>th</sup> at 3pm.

The Town Manager gave the Board information concerning possible space/spaces to hold this season's basketball games and practices. The Board discussed the possibilities and decided to move forward. The Board asked Staff to draft a detailed letter explaining the reasons for the changes for this season to give out when the sign-ups start.

Alderman Martin made a motion to adjourn, seconded by Alderwoman Morrow and carried unanimously (3:15).

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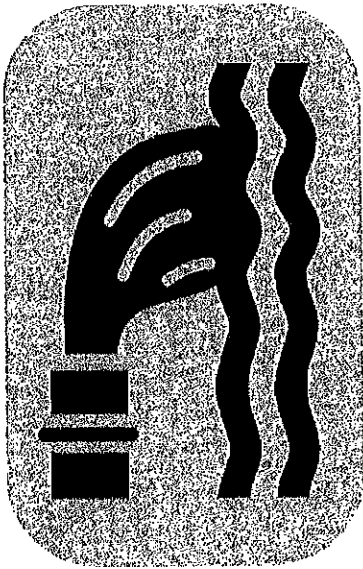
Rick Coleman, Mayor

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Sarah Hamrick Ballard, Town Clerk



**4) COMMUNITY FACILITIES & SERVICES**



*“Provide Well-Maintained and High Quality Community Facilities, Services, and Programs”*

4.2 – Develop a multi-modal transportation system that connects communities within the Town and the planning area

- 4.2.1 – Coordinate with local, state, and federal partners to leverage funding for bike lanes, sharrows and multi-use paths
- 4.2.2 – Plan for Rail-Trail multi-use paths in coordination with regional mobility plans such as the Carolina Thread Trail
- 4.2.3 – Plan for infrastructure supportive of multi-modal transportation systems such as wayfinding, lighting and fencing where appropriate
- 4.2.4 – Coordinate with Gaston County to make improvements to Dallas Park, and to produce an updated Dallas Park Master Plan if necessary
- 4.2.5 – Implement Dallas Bicycle and Pedestrian Plan

4.1 – Enhance the Town's parks and trail systems.

- 4.1.1 – Codify Development Ordinance to require trail easements with future development proposals where applicable

- 4.1.2 – Plan for future Carolina Thread Trail connections to Dallas Park, residential neighborhoods, and public facilities

- 4.1.3 – Assess minimal open space requirements in Development regulations; increase the required percentage and include in all zoning districts

4.3 – Revitalize existing recreation facilities

- 4.3.1 – Conduct and utilize planning studies to apply for grant funding to revitalize existing recreational facilities

4.4 – Invest in reliable, high-quality water and sewer systems that support existing and new developments

- 4.4.1 – Assess and strategically plan for utility service area boundaries in coordination with Two Rivers

3.1 -- Improve walkability and accessibility in downtown and across the community

- o 3.1.1 -- Coordinate with the Gaston County ADA Coordinator to ensure ADA compliance at intersections and along sidewalks.
- o 3.1.2 -- Establish enhanced pedestrian connections between downtown and key recreational facilities and activity centers, such as Dallas Park.
- o 3.1.3 -- Work with NCDOT to investigate the applicability of pedestrian interventions, such as leading pedestrian intervals and accessible pedestrian signals, at key intersections.

3.2 -- Enhance and expand active transportation connections throughout the community

- o 3.2.1 -- Continue to pursue the development of a Pedestrian and Bicycle Master Plan for the Town.
- o 3.2.2 -- Revise development regulations to encourage or require bicycle and pedestrian infrastructure with new residential and commercial development.

3.3 -- Pursue traffic calming strategies to improve safety for all road users

- o 3.3.1 -- Work with NCDOT to conduct a speed study to identify suitable locations for speed reduction interventions, such as speed humps.

3.4 -- Allow for efficient, safe movement of personal vehicles and trucks

- o 3.4.1 -- Coordinate with NCDOT to assess whether signalization adjustments on downtown streets are needed to allow for a more efficient flow of vehicles through the community.
- o 3.4.2 -- Explore opportunities to designate "freight corridors" to restrict truck traffic to arterial streets that can handle higher traffic volumes.
- o 3.4.3 -- Pursue grant opportunities for the implementation of EV charging infrastructure

3.5 -- Investigate opportunities for regional transportation connections to support residents and businesses.

- o 3.5.1 -- Continue coordination with the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) to enhance regional transportation connectivity.

## Dallas Historic Courthouse Facility Rental Agreement

Thank you for considering the Dallas Historic Courthouse for your upcoming event. The Courthouse is an ideal place for private parties, weddings, receptions, corporate seminars, community gatherings, and other special events. We want your occasion to be unforgettable and the following policies are in place to ensure that your experience will run as smoothly as possible.

The Dallas Historic Courthouse is a historic building and is valuable to the historic legacy of Dallas. These circumstances necessitate the imposition of certain professional standards in order to protect the building, artwork, and historical objects within. Every effort will be made by Town staff to ensure that your event is a success by assisting you in accordance with these standards and restrictions. This agreement for use of the Courthouse is between the Town of Dallas ("Town") and the Renter ("Client").

**Active full-time and permanent part-time employees of the Town of Dallas may rent The Courthouse facilities for their own personal event at a 50% discount off the current rental rates. All other requirements of the rental agreement apply as written.**

This Facilities Rental Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ ("Client") and the Town of Dallas ("Town"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### 1. Fees

#### **The Courthouse and Grounds: \$1,800 for 12 hours**

Enjoy the combination of the scenic grounds and beautifully renovated courtroom all in an authentic historical setting. The Courthouse contains original hardwood floors, abundant natural light, and approximately 1,500 square feet make the courtroom perfect for almost any event. Rental rates include use of kitchen, tables and chairs inside, access to restrooms and lower floors, and use of the Gazebo. The courtroom accommodates 215 seated or standing (chairs only) and 100 with tables and chairs.

#### **Conference Room: \$75 for 2 hours / \$25 for each additional hour during normal business hours OR \$200 for 2 hours / \$50 for each additional hour outside of normal business hours**

Tables and chairs provided; including setup and breakdown, access to downstairs restrooms. The conference room accommodates approximately 20 with conference style seating.

#### **The Gazebo: \$100 for 4 hours (Residents within Town limits) / \$175 for 4 hours (Non-residents) Rental rates only include access to Gazebo.**

**\*Set-up time before the event is included in the price of all facility rentals.** The Client will be afforded one business day before the agreed date of the event. The rental space will be available and open to the client during Town of Dallas business hours (8:00 am – 5:00 pm, M-F) in order to prepare for the event.

**\*\*For Wedding rentals, the rental price includes extra time to be used for rehearsals, if need be. If the rehearsal will be scheduled outside of normal business hours, the Client must schedule an appropriate time with Town Staff 30 days in advance of the event. If the Client does not comply in 30 days, the Client will forfeit the right to rehearsal time.**

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- 2. Deposit and Payment** – A security deposit of \$100 is required at the time of signing the Facility Rental Agreement in order for rental to be contractually valid. Should the event be cancelled between the agreement date and 30 days prior to the event, \$50 is refunded to the Client. Should the event be cancelled in the 30-day time period prior to the scheduled date, there will be no refund of the security deposit. The full rental fee amount is due to the Town 30 days prior to the event date. The Town accepts cash, checks, money orders, cashier's checks, and credit/debit cards. A fee of \$30 is assessed for returned checks.

Refunds **WILL NOT** be given due to weather.

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- 3. Food and Beverages** – The use of a licensed caterer is requested; however, if the event is staffed by a non-licensed caterer and use of the Courthouse kitchen (if part of rental package) facilities is requested, there will be an additional \$100 security deposit, to be returned to the Client within seven (7) business days after the event upon inspections approval of the kitchen area by Town Staff. Food and beverages are allowed in the Courtroom, grounds, and conference room. Food and beverages are prohibited in all other areas.

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- 4. Catering** – The Client, or its Agent (caterer), is responsible for any illness or injury resulting from food preparation and food and alcohol consumption caused by the negligence or the caterer or its employees. The Town of Dallas will not bear any liability for illness or injury resulting from food and alcohol consumption. Client, and its Agents hired by the Client, must abide by the following rules:
- a. The Client will be responsible for all damage to Courthouse property as a result of food preparation. Food preparation or warming of food must occur in the kitchen area only. This area is equipped with a sink, counter space and electrical outlets. Client, or its Agents, must provide their own containers and utensils.
  - b. Any Rental Property, or other assets of the Courthouse, must be adequately protected against hot, cold, or wet items and may not be stapled into.
  - c. No prolonged food preparation or cooking that may cause smoke or grease is allowed.



- d. Client, or its Agent, must provide adequate staff to clear tables during the event and to handle all cleanups after the event. All NON-TOWN STAFF are to be out of the Courthouse no later than two (2) hours after the end of an event. All events must end by 11:00 pm; therefore, 1:00 am is the latest non-staff personnel will be allowed in the Courthouse.
- e. Large trashcans will be available for use during the event. All food and trash are to be removed from the premises after the event ends. Trash must be bagged and removed to outside trashcans.
- f. No hard alcoholic beverages will be allowed without proper rental or permit.

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- 5. Use of Premises** – Client shall exercise due care in its use and occupancy of the premises and shall, at all times, abide by the Facility Rules and Regulations. By its execution hereof, Client acknowledges that (s)he has read and understands the Facility Rules and Regulations.

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**6. Indemnification and Liability Insurance**

- a. Client shall indemnify and save the Town of Dallas, its staff, and Board of Aldermen harmless against any and all claims, suits, demands, actions, fines, damages and liabilities, and all costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises and/or Facilities to the extent caused or occasioned by any acts or omissions of Client, its agents, contractors, employees, invitees, clients, servants, or subcontractors. The non-prevailing party shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by the prevailing party in enforcing the agreements of this Rental, whether incurred as a result of litigation or otherwise. Client shall give Town immediate notice any such happening causing injury to persons or property.
- b. By notice to Client, the Town may elect to require that Client shall, at its own expense, keep in force adequate public liability insurance in such amounts and with such companies as shall from time to time be acceptable to the Town and naming Town as an additional insured. Upon request, Client shall furnish to Town copies of policies or certificates of insurance evidencing the required coverage prior to the event date.

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- 7. Conduct** – The Client agrees to exercise care in the use of the property of the Town of Dallas or Courthouse, content, and common areas. Client shall return facilities in the same condition as originally received prior to vent. If damages occur, the Client will reimburse the Town for any breakage, damage, or loss of property to the grounds, which may occur during event and reimburse

the Town for contracted cleaning should more than routine cleaning be required as determined by the Town. Children must be supervised at all times.

The temperature for all facilities is set at the discretion of the Town of Dallas. The Client may not change or adjust the thermostats, or in any way influences the temperature of the rental spaces. If there is an issue or concern regarding the temperature for an event, the Client may inform a staff member. If set-up time is during operating hours, Client and its representatives will be courteous to visitors and visitors will be asked to do the same.

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8. **Time and Space Availability** – The allotted rental time for any event is specified at time of rental and only space rented by Client will be open to Client and guests. All events must end by 11:00 pm, not including clean up.

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9. **Alcohol and Tobacco Policy** – Any hard alcoholic beverages may be served, but the Client must provide a licensed permit for alcohol distribution to the Town. Wine and beer may be served without permit. If alcohol is to be served, Client must coordinate with the Chief of the Dallas Police Department to hire required security personnel. No alcohol may be served without proper security personnel. The Courthouse and grounds are tobacco free facilities, including e-cigarette and vapes, both inside and outside property.

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10. **Décor** – Decorations in the Courthouse may not interfere with artwork or damage the historic building and grounds. The Town does not allow decorations to be hung on the walls with use of nails, staples, tacks, or tape. No loose glitter or confetti should be used to decorate and all decorations must be removed immediately after your event. No live fire, such as candles or sparklers, are allowed inside the Courthouse or on grounds. Town staff must approve decorations.

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**RENTAL CONTRACT**

Name/Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Contact Person (if different from above) \_\_\_\_\_

Phone \_\_\_\_\_ Approx. Number of Attendees \_\_\_\_\_

Type & Description of Event \_\_\_\_\_

Event Date \_\_\_\_\_ Event Hours \_\_\_\_\_ to \_\_\_\_\_

*\*If building is used past the above stated time, any hour or portion thereof will be charged at \$50.00 per ½ hour at the discretion of Town staff.*

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*\*Set up and clean up must be completed within the agreed upon timeframe.*

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Facilities Requested: \_\_\_\_\_

If renting Courthouse: # of tables that need to be set up: \_\_\_\_\_ # of chairs: \_\_\_\_\_

If renting grounds, is outside electricity needed? **Y / N**

Will Alcohol be Served? **Y / N** If yes, list type: \_\_\_\_\_

*In addition, if yes, OFF-DUTY Employment Request Form signed by Dallas Police Chief must be attached to agreement.*

*ABC Permit required (if serving anything other than wine and beer):*

**Y / N** Permit must be attached to agreement.

Caterer: \_\_\_\_\_

Musician/DJ: \_\_\_\_\_

Photographer: \_\_\_\_\_

**I have read, understand, and agree to honor all rules and regulations of the Town of Dallas.**

IN WITNESS WHEREOF, the parties have caused the Rental to be duly executed as of the day and year written below:

By: \_\_\_\_\_  
(Town Representative)

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_

**Additional Notes or Comments (For Town Use Only)**

- \_\_\_\_\_ Provide copy of Rental Agreement to Public Works Director
- \_\_\_\_\_ Contact the Electrical Department with dates if outside power is needed
- \_\_\_\_\_ Contact Landmasters with dates (General #: 704-864-3259 or Joe Floyd 704-363-5767)
- \_\_\_\_\_ ABC permit attached if serving alcohol other than beer and wine
- \_\_\_\_\_ OFF-DUTY Employment Form attached if serving any type of alcohol