



MINUTES WENTWORTH TOWN COUNCIL

October 5, 2021

7:00 pm

Wentworth Town Hall

124 Peach Tree Road, Wentworth NC

The Wentworth Town Council held their regularly scheduled monthly meeting at the Wentworth Town Hall, on Tuesday, October 5, 2021 at 7:00pm.

Council Members Present: Mayor Dennis Paschal Jr., Mayor Pro Tem Evelyn Conner, Cheryl Moore, Dennis Paschal III, Iris Powell

Council Members Absent:
A quorum was met.

Staff Present: George Murphy Sr., Town Administrator
Yvonne Russell, Town Clerk & Finance Officer

Others Present: Ellis Martin, Attorney – Fox Rothschild LLP

Article I. CALL TO ORDER
Mayor Dennis Paschal Jr. called the meeting to order.

Article II. INVOCATION
Mayor Paschal gave the invocation.

Article III. APPROVAL OF TOWN COUNCIL AGENDA
A. Requests and Petitions of Citizens
B. Approve/ Amend Agenda

Mayor Paschal made a **MOTION** to add Discussion/Consideration of Allowing Schools to Use Wentworth Park Facilities under New Business A., and Discussion/Consideration of Renting the Wentworth Consolidated School Gym to RAGE Youth Basketball League under New Business B.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article IV. APPROVAL OF MINUTES

A. Town Council Meeting – September 7, 2021

Mayor Pro Tem Conner made a **MOTION**, *“The minutes stand approved as written”*.

Mayor Paschal seconded the motion. All voted in favor and the motion carried.

Article V. OLD BUSINESS

A. Discussion of Landscaping at Wentworth Park

Foresa Coe, member of the Wentworth Appearance Committee, addressed Council. She discussed the need for shade trees around benches, picnic tables and the amphitheater viewing area in the Wentworth Park. **Ms. Coe** suggested there would need to be 16 to 20 trees planted and she recommended using Oak or Maple.

Based on preliminary pricing **Ms. Coe** has acquired, she believes 16 – 20 trees would cost approximately \$6,000 - \$7,000. That would be for ball and burlap trees that are approximately \$300 each.

Mayor Paschal mentioned a nearby tree farm and said he would try to talk to someone there.

Ms. Coe said she spoke to the Interim Director of the Environmental and Planning program at Rockingham Community College and was told that the program would be interested in students working with the Town to install trees in the park; however, the lab for that program does not start until Spring of next semester and is contingent upon how many students register for the program.

Council discussed whether or not to plant all of the trees at one time and how many quotes to get before purchasing the trees. **Mayor Paschal** said the trees would probably have a better chance of surviving if they were planted in the fall.

Mayor Pro Tem Conner said she would like to keep the RCC program in mind for plantings of flowers and other things in the park.

Mayor Paschal asked, “What if we approve \$7,000 and then see if we can find something cheaper?” He added, “That way we’ll have it approved if we need to go that way. If we can find a place to save a little money then we will”.

Mayor Paschal made a **MOTION**, *“We approve up to \$7,000.00 for landscaping in the Wentworth Park”*.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Mayor Paschal asked Ms. Coe to continue her work with the park landscaping project.

Article V. OLD BUSINESS

A. Discussion of Christmas in the Park

Yvonne Russell, Town Clerk & Finance Officer, discussed decorative lighting for the event. She said she found led snowflake displays for the light poles throughout the park. The displays are approximately 2.5' in diameter and are priced at \$335 each. There are 11 light poles in the park. **Ms. Russell** noted that in her research she discovered that buying string lights and wreaths would cost as much or more than the snowflake displays.

Councilmember Paschal III, who is also working on the Christmas in the Park event, shared his discussions with Wentworth Elementary staff. **Councilmember Paschal** explained that last year Wentworth Elementary held a drive-through Christmas event with decorations and teachers dressed in character costumes. There were stations set up along the drive-through route with giveaways and craft projects.

Mr. Paschal said the Wentworth Elementary staff are very interested in partnering with the Town for the Christmas in the Park event. The following are just some of the ideas he discussed with them:

- Mini-parade with golf carts
- Holiday cookie decorating station
- Story time station
- Hot chocolate and apple cider
- Band/Chorus performing Christmas music
- Letters to Santa station
- Invite Rockingham Middle and High School students to get involved with the event by having band, chorus, or drama students dress in costume and walk around the park

Council discussed holding the event on a Friday evening and the size of entries in the mini-parade. It was decided that golf carts and atvs would be allowed and they will be allowed to pull a small trailer under 8 feet in length. **Mayor Paschal** said the parade needs to be small so that we have room in the park for it.

Ms. Russell said she has asked the landscaper that the Town contracts with to find a large tree for the Christmas tree lighting ceremony at the event.

Mayor Pro Tem Conner told Ms. Russell that Council would like the led snowflake displays for all 11 light poles in the park.

Mayor Paschal made a **MOTION**, *"We meet with the schools and report back at the November Council meeting"*.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article VI. NEW BUSINESS

A. Discussion/Consideration of Allowing Schools to Use Wentworth Park Facilities

Mayor Paschal made a **MOTION**, “*We waive the rental fee for schools to use the park*”.

Mayor Pro Tem Conner seconded the motion.

George Murphy, Town Administrator asked, “Is that Monday through Friday during school hours?”

Mayor Paschal replied, “I’d say anytime. If they end up having something on the weekend and we don’t already have something planned...any time they want to use it.”

Town Attorney Ellis Martin suggested adding “at the discretion of the Town of Wentworth”.

Mayor Paschal amended his **MOTION** to add, “*It will be at the discretion of the Town of Wentworth as far as scheduling goes to avoid any conflicts*”.

Mr. Murphy asked, “Is that extended to just schools?” He noted the Central Office has used the picnic shelter.

Mayor Paschal stated, “Right now we’re just doing the schools”.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article VI. NEW BUSINESS

B. Discussion/Consideration of Renting the Wentworth Consolidated School Gym to RAGE Youth Basketball League

Mayor Paschal discussed his meeting with members of the RAGE Youth Basketball League. They are interested in using the gym for practice. He noted that RAGE has their own liability insurance.

Mr. Murphy handed out a rental application that Mayor Paschal asked him to draft.

Mr. Murphy asked Mr. Martin if he had any insights or suggestions regarding the draft rental application.

Mr. Martin did not.

Mayor Paschal made a **MOTION**, “*We approve lease of the gym and use the Facilities Use Agreement for the Wentworth Consolidated School Gym*”.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

(Note: The Facilities Use Agreement for the Wentworth Consolidated School Gym is herein incorporated and made a part of these minutes.)

APPLICATION: Facilities Use Agreement – Wentworth Consolidated School Gym

Limited information (Client name, contact information, event date) contained on this form is subject to the North Carolina Public Records Law (NC General Statute 132-1) and may be disclosed to third parties upon request. Social Security numbers, credit card information, and driver's license information will not be disclosed.

I hereby request use of the Wentworth Consolidated School Gymnasium on the following day(s) and date(s):

Requested Day(s) & Date(s) of Event: _____

Set-up begins at _____ a.m. / p.m. Event begins at _____ a.m. / p.m.

Event ends at _____ a.m. / p.m. Clean-up ends at _____ a.m. / p.m. TOTAL HOURS: _____

Type of Use (specify): _____

Number attending event: (adults) _____ + (supervised youth) _____ + (guests) _____ = TOTAL: _____

Will guests/participants at this event be charged an admission fee? Yes (If "Yes," then Rate): _____ No

Will concessions be sold during this event? Yes No

If "Yes," then specify: _____

For whom is the applicant applying for Facility Use?

Self Organization

Applicant Information

Organization Information (NA if not applicable)

Name: _____

Name: _____

Street Address: _____

Street Address: _____

Mailing Address: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

City: _____ State: _____ ZIP Code: _____

Phone cell/home/business: _____

Business Phone: _____

Phone cell/home/business: _____

Web Address: _____

Email: _____

Email: _____

Driver's License #: _____

Method of Payment is credit card only.

Credit Card: Master Card Visa Discover American Express

Card Number: - - -

Card Expiration Date: _____ Card Verification Number (CVC2/CVV2/CID/etc.): _____

I hereby authorize the Town of Wentworth to bill my credit card account listed above for any and all charges.

Signature: _____ Amount Charged: \$ _____

Name as it appears on card: _____ Date: _____

1. The current Rental Rate for use of the Wentworth Consolidated School Gym is payable in advance at \$15.00 per hour.
2. The key provided by the Town of Wentworth will access the center door at the top of the front, main entrance stairs. After the facility use, the key must be returned to the Wentworth Town Hall during regular business hours no later than the next business day. The key may not be duplicated.
3. Once approved, this Facility Use Agreement is limited to the Basketball Court Area of the gym, the gym floor level storage area, and the Main Building, Ground Level Restrooms.
4. PROHIBITED AREAS – The following areas are Restricted from Entry or Use: A., stairways leading to the Ground Level and the Upper Level of the Gym; B., Gym Restrooms; C., Gym Locker Rooms; D., the Auxiliary Classroom Building a.k.a. "Slick Hall;" E., Main Building, Second Floor; F., Main Building, Third Floor; and G., Classrooms, Cafeteria, and Storage Rooms located on the Main Building, Ground Level. Entering Prohibited Areas is an unauthorized risk to personal safety and, if undertaken, may result in future denial of facility use. Leave locked doors and stairways alone.
5. Failure to switch off lights, remove trash, debris, and personal belongings, or secure the facility after use may result in additional charges and/or denial of future applications for facility use.

The Liability Release and Express Assumption of Risk requires signatures and appears on page 2 of this Application.

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Liability Release and Express Assumption of Risk

The individual renter or the organization the individual represents must provide proof of liability insurance as a required component of this application before any athletic activity may be scheduled.

For and in consideration of the use of the Wentworth Consolidated School Site (hereafter "Site") and the Wentworth Consolidated School Gymnasium (hereafter "Gym") for scheduled athletic activity, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors, and assigns, that the Town of Wentworth and its insurers, employees, agents, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my dependents in, on, or about the premises, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries damages (both economic and non-economic) and losses of any type, which may occur to persons or property which may occur, directly or indirectly, as a result of my use of the Site and Gym regardless of when the damage, injury, or loss occurs. I hereby agree to forever release and discharge the Town of Wentworth, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said equipment and facilities regardless of when the injury occurs.

I expressly agree to indemnify and hold harmless the Town of Wentworth, its insurers, employees, agents, officers, directors, and associates against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise, either directly or indirectly, from my use of the Site and/or Gym.

I hereby personally assume all risks in connection with my actions and those of any service providers I hire while on the Site property and for any harm, injury or damage that may befall me or those of any service providers, whether foreseen or unforeseen.

I further state that I am of lawful age and legally competent to sign this liability release. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS FACILITY USE AGREEMENT AND LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT IN ITS ENTIRETY BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. IN THE EVENT THAT ANY INFORMATION I HAVE PROVIDED WITHIN THIS CONTRACT IS FOUND TO BE FRAUDULENT, ALL MONIES COLLECTED WILL BE FORFIETED AND THE EVENT WILL BE CANCELLED.

Signatures:

X _____ X _____
Client/Renter Signature Printed Name Date

Town of Wentworth – Staff Use Only: _____
Title

X _____ X _____
Staff Signature Printed Name Date

Article VII. PUBLIC COMMENTS

There were no comments.

Article VIII. ANNOUNCEMENTS

Mayor Paschal made the following announcements:

- The next regular meeting of the **Wentworth Planning Board** is scheduled for **Tuesday, October 19, 2021**, at **7:00 pm** at the Wentworth Town Hall.
- The next regular meeting of the **Wentworth Town Council** is scheduled for **Thursday, November 4, 2021**, at **7:00 pm** at the Wentworth Town Hall.
- Wentworth Town Council Municipal **Elections** will be held on **November 2, 2021**. Polls open at 6:30am and close at 7:30pm. One Stop – Wentworth Voting will be held at the Board of Elections Office 240 Cherokee Camp Road (Located in Wentworth – Behind the Governmental Center) October 14, 2021 – October 30, 2021. For more information contact the Board of Elections at 336-342-8107.

Article IX. ADJOURN

Mayor Paschal made a **MOTION**, “*We adjourn*”.

Councilmember Powell seconded the motion, and the meeting adjourned.

Respectfully Submitted By:

Approved By:

Yvonne Russell, NCCMC
Town Clerk

Dennis Paschal, Jr.
Mayor