

Town of Dallas
Agenda
January 11, 2022
6:00 PM
BOARD OF ALDERMEN
Rick Coleman, Mayor

Sam Martin

Frank Milton

Darlene Morrow

Jerry Cearley, Mayor Pro-Tem

E. Hoyle Withers

ITEM	SUBJECT	Page
1.	Invocation and Pledge of Allegiance to the Flag	
2.	Approval of Agenda with Additions Or Deletions	
3.	Approval of Minutes	
	A. December 14 th Regular Meeting and December 17 th Special Meeting	2
4.	Recognition of Citizens: Time set by Mayor	
	A.	
5.	Consent Agenda (to be acted on collectively, unless removed for further discussion)	
	A. Written Offs	10
6.	Public Hearings	
	A.	
7.	Old Business	
	A.	
8.	New Business	
	A. Special Event Fees	11
	B. Review of Courthouse Agreement	15
9.	Manager's Report	
10.	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).	

MINUTES FOR BOARD OF ALDERMEN MEETING

December 14, 2021

6:00 PM

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

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Earl Withers, III, Fire Chief; Sarah Hamrick, Town Clerk; Jonathan Newton, Finance Director; Rob Walls, Police Chief; Bill Trudnak, Public Works Director; Doug Huffman, Electric Director; Brand Whitener, Recreation 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, Town Attorney, Tom Hunn, asked for a closed session after the Board meeting to discuss some issues. Alderwoman Morrow motioned to set the agenda with the additions, seconded by Alderman Milton, and carried unanimously.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

Mrs. Bragg, 2021 Redleaf Ct, asked that there be a speed limit sign put up at the end of her road, concerning the high speed of some drivers on that road. The Board discussed to bring the topic back at the next work session for discussion.

Curtis Wilson, 438 S. Gaston St, requested to pray over the meeting.

The Mayor read the Proclamation honoring the memory of Fire Fighter, Gene Jones. The Mayor presented the Proclamation to Mr. Jones' family (Exhibit 4A-1).

Consent Agenda:

Item 5A Budget Amendment for the Governor's Crime Commission Grant

In 2020, the Town of Dallas applied for the Governor's Crime Commission Grant in order to purchase body cameras for the Police Department. Awards of the grant were delayed into 2021. Dallas was awarded the grant for \$14,210.70. This is a 100% grant that will cover the cost of 17 body cameras and the first year of video storage.

A budget amendment is attached accepting the grant funds and appropriating the money for the subsequent expenditures. These funds were not budgeted in the current FY2021-22 budget due to the uncertainty of award at the time the budget was prepared (Exhibit 5A-1). Alderman Cearley

made a motion to approve the Budget Amendment, seconded by Alderwoman Morrow, and carried unanimously.

Public Hearings:

6A Text Amendment §72.15(G)

Alderman Milton made a motion to enter into a public hearing, seconded by Alderman Withers, and carried unanimously.

At the October 26th Work Session, the Board discussed options for parking on S. Gaston St. to address safety concerns that were originally raised at the October 12th Board of Aldermen Meeting. There are currently 160 parking spaces along S. Gaston St. with many of these spaces too close to intersections and driveways, based on standard parallel parking dimensions. Each space should be 25' long, 15' from driveways and/or intersections, and 10' from hydrants.

Staff made the following recommendations:

- Reconfigure the parking spaces along S. Gaston St. to meet standard parallel parking dimensions. This would result in a loss of approximately 50-55 parking spaces, but leaving approximately 105 spaces.
- Modify the parking ordinance to no longer allow parking of box trucks or box trailers in street parking.

After discussion the Board requested that a proposed ordinance change and budget amendment be brought for action. The budget amendment is required because this project was not included in the approved FY21-22 budget. A budget amendment was approved at the November 9th Board of Aldermen Meeting in the amount of \$20,270 to make the proposed reconfiguration of parking spaces. Due to publishing issues with the newspaper, the revised ordinance no longer allowing parking of box trucks or box trailers in street parking was postponed to the December 14th meeting. This public hearing was advertised as required on 12/3/21 (Exhibit 6A-1).

Jeff Marshall, Business Owner, expressed his concerns about not wanting the area businesses interrupted. Alderman Withers made a motion to exit the Public Hearing, seconded by Alderman Cearley, and carried unanimously.

Alderwoman Morrow made a motion to approve the Amendment, seconded by Alderman Cearley, and carried unanimously.

6B Text Amendment §153.013(B) and §153.013(7)

Alderman Cearley made a motion to go into a public hearing, seconded by Alderman Milton, and carried unanimously.

In review of the current development standards, revisions are being proposed to section 153.013(B) *Applicability* and section 153.013(7) *Streets, curb and gutter, street lights(a)(3)*. The proposed amendment to section (B) *Applicability* is intended to clarify when the development

standards are applicable. Currently, the ordinance references §153.003, as well as any renovation or remodeling exceeding one-half current value.

The proposed amendment to section (7) removes the language allowing developers to request a "waiver" from the Planning Board for curb and gutter. Any waiver must come through the form of a variance and the existing language alludes to an administrative modification. The proposal is to remove that language altogether. During the November 18th Planning Board meeting, the Planning Board unanimously recommended approval of the text amendments as proposed, including a statement of plan consistency with the motion. A sample consistency statement is attached. This public hearing was advertised as required by statute on 12/4 and 12/9 in the Gaston Gazette (Exhibit 6B, 1-7).

Alderman Cearley made a motion to go out of the public hearing, seconded by Alderwoman Morrow and carried unanimously.

Alderman Withers made a motion to approve the Amendment including the Consistency Statement, seconded by Alderwoman Morrow, and carried unanimously.

Old Business:

Item 7A Budget Amendment-Christmas Decorations

At the November 23rd Work Session, it was requested that the Town purchase 2 additional 14-ft. Christmas trees to complete the four corners of the Court Square. Attached is a quote for the additional trees and ornaments. By ordering now, we will receive a 33% discount on the trees. Also, attached is a budget amendment to appropriate funds to purchase these trees, as this was not included in the current FY2021-22 budget (Exhibit 7A, 1-2).

Alderman Huggins made a motion to approve the Budget Amendment, seconded by Alderman Cearley, and carried unanimously.

Swearing in of Elected Officials:

Item 8A Swearing in of Alderman Jerry Cearley

Municipal elections were held on November 2nd resulting in the re-election of Alderman Jerry Cearley. Alderman Cearley will be sworn in for a 4-year term ending in the year 2025. Attached is the Oath of Office (Exhibit 8A-1).

Item 8B Swearing in of Alderman Frank Milton

Municipal elections were held on November 2nd resulting in the re-election of Alderman Frank Milton. Alderman Milton will be sworn in for a 4-year term ending in the year 2025. Attached is the Oath of Office (Exhibit 8B-1).

Item 8C Swearing in of Alderman Sam Martin

Municipal elections were held on November 2nd resulting in the election of Alderman Sam Martin. Alderman Martin will be sworn in for a 4-year term ending in the year 2025. Attached is the Oath of Office (Exhibit 8C-1).

New Business:

Item 9A Calendar Year 2022 Board of Alderman Meeting Schedules

Attached is the Board of Aldermen regular monthly meeting schedule, as well as the monthly work session schedule, for calendar year 2022. Upon approval, these schedules will be filed as required by G.S. §143-318.12 (Exhibit 9A, 1-2).

Alderwoman Morrow made a motion to approve the Meeting Schedule, seconded by Alderman Cearley, and carried unanimously.

Item 9B FY2022-23 Budget Calendar

Each year the Town establishes a calendar for the preparation of the upcoming fiscal year's budget. Attached is a proposed calendar for the FY2022-23 budget process, including a Strategic Planning Meeting on Monday, February 28, 2022. The Planning Meeting would be held in the Community Room at the Fire Department beginning with lunch at 11:30 am and then the meeting beginning at 12:00 pm. This meeting typically lasts 4 hours. Two Budget Worksessions are scheduled: 1) Tuesday, March 22, 2022 and 2) Tuesday, May 25, 2022. These worksessions will be held at the Fire Department Community Room at 5:00 pm, with dinner available at 4:30 pm. Attached is the proposed Budget Calendar for FY2022-23 (Exhibit 9B-1).

Alderman Cearley made a motion to approve the Budget Calendar, seconded by Alderman Withers, and carried unanimously.

Item 9C Election of Mayor Pro Tempore

Based on N.C.G.S. §160A-70, "At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council." The organizational meeting, according to §160A-68 can be at any date and time decided by the council as long as it is "not later than the date and time of the first regular meeting of the council in December after the results of the municipal election have been certified". In Dallas, the organizational meeting is held at the regular December Board of Alderman meeting. Currently, Alderman Jerry Cearley is serving as mayor pro tempore. Alderman Cearley may be re-elected to serve in this capacity, if he is willing; or another member may be elected.

Alderwoman Morrow made a motion to Re-Elect Alderman Cearley as Mayor Pro Tempore and Alderman Milton made a motion to Elect Alderman Withers as Mayor Pro Tempore.

Alderman Cearley seconded Alderwoman Morrow's motion and it was passed 4-1 vote.

Item 9D Centralina Regional Council Delegates

Each year the Town designates a delegate and an alternate to represent Dallas at the Centralina Regional Council (formerly Centralina Council of Governments-CCOG). For the past several years, Mayor Rick Coleman has been the delegate and Alderman Hoyle Withers has been the alternate. Centralina is requesting information on Dallas' appointments to these positions for 2022. The appointments can remain the same, or new appointments can be made. Attached is

the current 2021 list of delegates, a delegate role description, and the 2022 Centralina Board Meeting Schedule (Exhibit 9D, 1-4).

Centralina is encouraging delegates who have:

- An interest in regional collaboration

- An interest in federal and state advocacy

- An interest in Centralina's focus areas, including:

 - Seniors and health

 - Workforce development

 - Transportation and mobility

 - Community and economic development

 - Natural resources and resilience

- An interest in networking and engaging with other regional elected officials

- Time and capacity to attend meetings and report back to their respective councils/boards

Alderman Cearley made a motion to leave Mayor Coleman as delegate, seconded by Alderwoman Morrow and carried unanimously.

Item 9E Planning Board Vacancy

The Planning Board has had a vacant seat since July of this year. After discussion across several meetings, the Planning Board and Staff recommend that current alternate #2, Thomas Smith, be moved into the full-time seat. Mr. Smith has been an active and valuable member of the Planning Board since his appointment as an alternate in March 2020. Mr. Smith's current term expires in February 2023. The appointment will leave a vacant alternate position, which we will look to fill in the near future.

Alderwoman Morrow made a motion to approve the Vacancy, seconded by Alderman Cearley, and carried unanimously.

Item 9F Budget Amendments-Duke Energy Refund/Police Car/BOA Rebate

Attached are 3 budget amendments to the current FY2021-22 budget (Exhibit 9F, 1-3). Information on each amendment is below:

*Duke Energy has issued a refund of \$99,329.28 to correct errors in their accounting process. As this was an unanticipated refund, the proposed budget amendment would place these funds into the Capital Reserve account in anticipation of upgrades to the Warehouse facility in the future. Currently, there is \$1,076,294.36 in this account for this purpose. These additional funds would bring that balance to \$1,175,623.64.

*The Town has received an insurance reimbursement for the totaled 2016 Dodge Charger in the amount of \$20,721.25. A 2013 Ford Interceptor has been located to replace this vehicle. The total cost to purchase the replacement vehicle, paint and equip it will be \$23,500. An additional \$2,779 will need to be appropriated from fund balance to purchase and equip the replacement vehicle. The proposed budget amendment appropriates funds to replace the vehicle and accept the insurance reimbursement into the current FY2021-22 budget.

*In June, the Town began using Bank of America for all P-card purchases, as this program provides a rebate based on the amount of purchases. The rebate is issued annually. Dallas' first rebate only reflects June through August in the amount of \$775.48. The proposed budget amendment accepts and appropriates the rebate into the current FY2021-22 budget.

The Mayor had concerns with purchasing an older vehicle with high mileage. The Board instructed Staff to continue to research other vehicles and bring back for discussion.

Alderman Milton made a motion to accept the \$20,721 insurance reimbursement into the Capital Outlay for the Police Department, seconded by Alderman Cearley, and carried unanimously.

Alderman Cearley made a motion to approve the Admin P-Card Rebate, seconded by Alderman Milton, and carried unanimously.

Alderman Cearley made a motion to approve the Duke Energy Refund, seconded by Alderwoman Morrow, and carried unanimously.

Manager's Report:

The Town Manager reminded everyone of the up-coming Employee Christmas Lunch on December 16th and of the up-coming Holiday closings for Town Employees.

At this time, Alderwoman Morrow made a motion to go into Closed Session, seconded by Alderman Milton, and carried unanimously (7:18).

No action taken during the Closed Session.

Alderwoman Morrow made a motion to go out of the Closed Session, seconded by Alderman Milton, and carried unanimously (7:49).

Alderman Milton made a motion to adjourn from the Board of Alderman meeting, seconded by Alderwoman Morrow, and carried unanimously (7:50).

Rick Coleman, Mayor

Sarah Hamrick, Town Clerk

MINUTES FOR BOARD OF ALDERMEN SPECIAL MEETING QUORUM

December 17, 2021

3:30 pm

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

The following Staff members were present: Maria Stroupe, Town Manager; Sarah Hamrick, Town Clerk; Robert Walls, Police Chief; Jonathan Newton, Finance Director.

Mayor Coleman called the meeting to order at 3:30 pm.

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

Item No. 2 Budget Amendment-Purchase Replacement PD Vehicle

At the December 14th Board of Aldermen Meeting the following budget amendment was discussed:

*The Town has received an insurance reimbursement for the totaled 2016 Dodge Charger in the amount of \$20,721.25. A 2013 Ford Interceptor has been located to replace this vehicle. The total cost to purchase the replacement vehicle, paint and equip it will be \$23,500. An additional \$2,779 will need to be appropriated from fund balance to purchase and equip the replacement vehicle. The proposed budget amendment appropriates funds to replace the vehicle and accept the insurance reimbursement into the current FY2021-22 budget.

After discussion, the amendment was changed to accept the insurance reimbursement in the amount of \$20,721.25 and Staff was directed to search for a newer vehicle to purchase, instead of the proposed vehicle. Staff has located a 2018 Chevrolet Tahoe with 8,800 miles that was used as a fleet vehicle to show to Police Departments interested in this type of vehicle. The vehicle is located in Raleigh, NC and is being held until December 21st for Dallas.

The attached budget amendment, in the amount of \$37,019, will appropriate funds to purchase the vehicle. The total amount of the vehicle, upfit, and tax/tag will be \$57,740. The budget amendment plus the previously appropriated insurance reimbursement will cover the anticipated costs (Exhibit 2-1).

Alderwoman Morrow motioned to approve the budget amendment as presented, seconded by Alderman Milton, and carried unanimously.

Alderwoman Morrow motioned to adjourn, seconded by Alderman Martin, and carried unanimously. 3:36 pm.

Rick Coleman, Mayor

Sarah Hamrick, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Uncollectable Accounts in the Amount of \$18,467.18 to be Submitted to NC Debt Set Off

AGENDA ITEM NO. 5A

MEETING DATE: 01/11/2022

BACKGROUND INFORMATION:

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.)

MANAGER RECOMMENDATION: Authorize uncollectable accounts totaling \$18,467.18 be submitted to the NC Debt Setoff Program.

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Special Events Fees

AGENDA ITEM NO. 8A

MEETING DATE: 01/11/2022

BACKGROUND INFORMATION:

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.

MANAGER RECOMMENDATION: Approve the attached Special Events Policy and Fee Schedule as presented.

BOARD ACTION TAKEN:

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.

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

Sarah Hamrick, Town Clerk

TOWN OF DALLAS - SPECIAL EVENTS FEES

FOR-PROFIT ENTITY

Fee shall be assessed upon approval of event and are due no later than five (5) business days prior to event. **\$300.00**
Events will be cancelled if fees are not paid when due.

NOT-FOR-PROFIT ENTITY (501c3)*

Fee shall be assessed upon approval of event and are due no later than five (5) business days prior to event. **\$150.00**
Events will be cancelled if fees are not paid when due.

*** Requires documentation of status**

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Review of Courthouse Agreement with Museum

AGENDA ITEM NO. 8B

MEETING DATE: 01/11/2022

BACKGROUND INFORMATION:

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.

MANAGER RECOMMENDATION: Determine whether the current agreement still meets the needs and goals of the Town of Dallas.

BOARD ACTION TAKEN:

AGREEMENT

This Agreement, made this 9th day of Nov, 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

Brian Moore
Director, Asst. County Manager

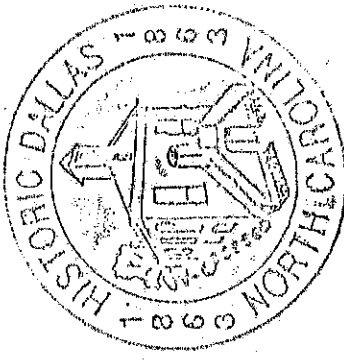
Maria Houser
Town manager

ATTESTS:
[Signature]
Clerk to the Town of Dallas

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
6/15/2013