

MINUTES FOR BOARD OF ALDERMEN MEETING
February 10th, 2015
6:00 PM

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

The following staff members were present: Jim Palenick, Interim Town Manager; Maria Stroupe, Administrative Services Director; Town Attorney, Tom Hunn; Gary Buckner, Police Chief; Bill Trudnak, Public Works Director; Earl Withers, Assistant Fire Chief; Doug Huffman, Electric Director; Anne Martin, Recreation Director and Jack Kiser; Development Services Director.

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

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

Mayor Coleman asked if there were any additions or deletions to the agenda. Mayor Coleman asked that Item 6A be removed, as the person requesting to speak was not ready to make their presentation this month. Mr. Coleman also stated that Ms. Malaker would like to add an Item 11D. Mr. Withers made a motion to approve the agenda with the two changes, seconded by Ms. Malaker, and carried unanimously.

Mayor Coleman noted that the minutes from the Budget Work Session showed a date of January 14th, but should read January 24th. This correction will be made. Ms. Malaker made a motion to approve the minutes from the January 13, 2015 regular meeting and the January 24, 2015 Budget Work Session, seconded by Mr. Cearley, and carried unanimously.

Consent Agenda:

None

Recognition of Citizens:

Mr. Oscar Walker, 514 E. Peachtree St., said he thinks there is an issue with sanitation in his neighborhood. He and some other residents have begun to try to clean up the area to help. He feels that the Town needs to address this issue. He also doesn't understand why his power bill fluctuates. He has recently moved back to Dallas after being out of state for a while and plans to become more involved in the community.

Recognition of Employees:

Samuel Scott Martin was recognized for 10 years of service with the Town of Dallas. (Exhibit A) Sam was hired on January 18, 2005 as a Maintenance Worker in the Water/Sewer Department and a trainee as a Water Plant Operator. On September 4, 2007, he was transferred to the Electric Department as an Electric Lineman Trainee. Same has since progressed to Senior Electric Line Technician, where he continues to serve the Town of Dallas. His commitment and dedication to serving the Town and its citizens is greatly appreciated. Mayor Coleman presented Sam with a framed certificate of appreciation.

Kelly Carter was introduced to the Board as the new Deputy Clerk/Administrative Assistant. This is a new position at Town Hall.

John Watts was to be introduced as the new Senior Electric Line Technician, but was unable to attend the meeting. John is replacing an employee that resigned.

Special Events & Requests for In-Kind Services:

Item 8A was a request to approve the Annual Kelly Guffey Memorial Run. The run will be held on Saturday, March 21, 2015 beginning at 8:00 am. The course will start at Main and Maple Street and follow the same approximate route as in previous years. A Special Events Application has been submitted requesting that the Town close sections of the streets on the route for short periods as the runners pass through. The entire event lasts approximately 2 hours. Ms. Malaker made a motion to approve the Kelly Guffey Memorial Run as requested, seconded by Mr. Cearley, and carried unanimously.

Item 8B was a request from Ms. Martin, to use the Dennis Franklin Gym for a Youth Basketball Tournament. For the past two years, Dallas has hosted a St. Patrick's Day Tournament for teams representing each age group from multiple surrounding recreation centers. The tournament would begin on Saturday, March 14th and continue daily (depending on the total number of teams participating) through possibly Friday, March 20th. Each team will be charged a \$100 entrance fee and spectators will be required to pay a \$1.00 admission fee. The Town will also sell concessions throughout the tournament. A Special Events Application has been submitted requesting the use of the Gym facilities. Mr. Cearley made a motion to approve the St. Patrick's Day Basketball Tournament as requested, seconded by Mr. Withers, and carried unanimously.

Public Hearing:

Item 9A was a Public Hearing on the request to amend Title XV, Chapter 153, "Zoning Code" of the compiled Code of Town Ordinances to provide standards for fences in residential districts. Mr. Withers made a motion to enter into the public hearing, seconded by Ms. Morrow, and carried unanimously. The proposed amendment to the existing Town Zoning Code regulating fences would establish basic standards for fences in residential zoning districts, specifically; (1) Requiring fences be constructed of materials customarily used and/or intended for fencing; (2) Limit fences in front yards to four feet in height; and (3) prohibit fences within two feet of a fire hydrant. The Planning Board has reviewed this proposed amendment to the Zoning Code and recommended its approval with a 4-3 vote. (Exhibit B) Mr. Cearley stated that he was in favor of the amendment except for the 4-ft limitation on height in the front yard. If the fencing was chain-link or see through, could the height restriction be raised? His concern is for residents with large dogs that may be able to get out of a 4-ft fence. Mrs. Helen O'Daly, 112 Brahman Court asked which would have precedence; the Town's Zoning Code, or the Covenants in place with the Summey Knoll Homeowner's Association. Mr. Kiser informed her that a HOA Covenant would have precedence. Mr. Withers made a motion to exit the public hearing, seconded by Mr. Huggins, and carried unanimously. Ms. Malaker made a motion to approve the amendment as presented. The motion died for lack of a second. Mr. Cearley made a motion for Staff to bring back a revision allowing up to a 5-ft fence in the front yard as long as the material was substantially transparent, but no higher than 4-ft if the material was substantially opaque, seconded by Mr. Withers, and carried unanimously.

Item 9B was a Public Hearing on the request by applicant, SCI Towers, to issue a special use permit for the construction of a cellular communication tower on I-2 zoned property along E. Church St. (PIN #204917). SCI Towers has requested a deferral of this application after the public hearing was advertised. (Exhibit C) The Planning Board has continued their hearing on this matter to its March 18th meeting, so Staff is requesting that this public hearing be opened and continued until the April 14, 2015 Board of Aldermen meeting. Mr. Withers made a motion to enter into the public hearing, seconded by Ms. Malaker, and carried unanimously. Ms. Mary Boyce stated that she felt that the location requested was the wrong place for a cell tower, as it is in a largely residential neighborhood. She also feels that it would be an eyesore and would be a radiation hazard. Mr. Bob Kendrick asked why there needed to be more cell towers and if this was the same company that was requesting to place a tower behind the Dollar General property on Lower Dallas Road. Mr. Kiser stated that this is not the same company and this is for a cell carrier that currently does not have a tower in this area. Mr. Oscar Walker agreed with Ms. Boyce

statements. Ms. Morrow made a motion to continue the public hearing until April 14, 2015, seconded by Mr. Withers, and carried unanimously.

Old Business:

Item 10A was a request to approve the transfer of Town property (Christmas Nativity Scene) to the John Beaty Family. This item was tabled from the January 13, 2015. Ms. Morrow made a motion to table this item until the March 10, 2015 Board of Aldermen meeting, seconded by Mr. Withers, and carried unanimously.

Item 10B was a presentation of the Comprehensive Annual Financial Report for FY 2014 (Audit) by representatives of Lowdermilk, Church & Company. Phil Church and Carol Avery presented highlights from the audit, as Board members had previously been provided with the complete Audit Report. (Exhibit D) Mr. Huggins made a motion to accept the audit as presented, seconded by Ms. Morrow, and carried unanimously.

Item 10C was a request to approve a contract for FY 2014-15 Auditing Services with Lowdermilk, Church & Company. The Town has completed the first year of having Lowdermilk, Church & Company of Morganton, NC reviewing and auditing the Town's financial records. As a result, the audit was presented in a timely manner and by all accounts the effort went well and Staff would like to continue that relationship. Lowdermilk, Church & Company has presented a one-year contract to audit all Town financial records for the 2014-15 Fiscal Year and to complete the audit by the state-mandated completion date of October 31, 2015. The contract calls for \$17,400 for audit completion, \$3500 for preparation of the annual financial statements, and \$2500 for year-end bookkeeping assistance; for a combined total of \$23,400. This compares to last year's combined total of \$22,750 (a \$650 increase, or 2.8%) and compares to the last year of Collis & Associates at \$26,500. Mr. Cearley made a motion to approve the audit contract for FY 2014-15 with Lowdermilk, Church & Company as presented, seconded by Ms. Malaker, and carried unanimously.

New Business:

Item 11A was a request to amend the Town's Fee Schedule to create a two-tiered Commercial Zoning Permit Fee. It has come to Staff's attention that the current Town Fee Schedule calls for a \$100 fee for the issuance of Zoning Permits to all commercial start-up businesses in Dallas, but does not differentiate between those occupying a new building versus those occupying an existing building or space within an existing building. To that end, and because it requires a great deal less review and evaluation of a business going into existing buildings, or space within existing buildings, Staff is recommending a two-tiered structure for such fees—leaving the current \$100 fee in place for new building/businesses and decreasing the fee to \$20 for those looking to occupy existing space. (Exhibit E) Ms. Morrow made a motion to approve the fee schedule as presented to be effective on July 1, 2015, seconded by Mr. Cearley, and carried by the following vote: Yays – Mr. Cearley, Mr. Huggins, Ms. Malaker, and Mr. Withers. Nays – Ms. Morrow.

Item 11B was a request to approve an agreement with BrightfieldTS for installation and maintenance of a "FastCharge" Electric Vehicle Charging Station. The Town of Dallas has been included as one of the Community Awardees for the installation of a grant-funded, FastCharge Electric car charging station and the support network hardware, as administered by BrightfieldTS of Asheville, NC. The installation will occur within the rear portion of the Town's public parking lot behind Town Hall at 210 N. Holland St. by March 15, 2015. The charger and installation has a value of approximately \$37,000 and the Town's contribution will be to provide adequate electric capacity to the site as well as any necessary asphalt patching, striping, landscaping, and/or curb stops. The Agreement which the Town must approve in order to receive this installation, would be between the Town and BrightfieldTS; for a period of 10 years, beginning February 11, 2015; would allow such installation without charge to the Town; with the charger accessible 24/7 to the motoring public for a fee (probably \$8 per charging event to begin with); and the Town would provide electricity, but in exchange would receive 30% of the net revenues generated. The further plan, which the agreement allows for, would be to later

expand the site to include at least one more charging station and to cover the area with a canopy covered in photo-voltaic solar panels which would then actually produce solar energy on-site and introduce it back to the grid. Mr. Withers made a motion to approve the agreement as presented, seconded by Mr. Cearley, and carried unanimously.

Item 11C was a request to approve an agreement with Gaston County Museum of Art & History for ongoing marketing, management, and coordination of the Courthouse Building for use as a Community Event Center. Because the Town does not have current staff to manage and coordinate the ongoing effort of marketing, booking, and facilitating the Courthouse building as a meeting and event center, it was felt that the Gaston County Museum of Art & History, given its mission and staffing, would be better served performing such efforts on behalf of the Town. At the same time, by having the Museum manage both its own facilities and the Courthouse, inappropriate conflicts and competition will be avoided, and mutually –beneficial opportunities for both entities can be realized. The contract would be effective upon approval and continue until either party provided 60 days advance written notice to the other of its intent to terminate—ending 60 days thereafter. (Exhibit F) Under the contract, the Museum will provide all the marketing, booking, collecting, and coordination tasks necessary to rent the building and grounds on an ongoing basis. In exchange, the Museum will receive 60% of the net revenues collected, while the Town will receive 40%. The Town will provide for utilities, maintenance and repair, insurance, cleanup, and trash service; in addition to the furnishings and equipment. The Museum has set the rates as listed in the contract and will consistently charge all users accordingly, except that for the first 6 months of the contract period, a 20% discount will be in effect. The Museum will be allowed to use the facility for its own fundraisers, without charge, if there were no other scheduled, conflicting uses. The Town will also use the facility if such use didn't conflict with other scheduled uses for holding open, public, non-fee events or meetings sponsored by the Town, or for fundraisers of the Dallas Historic Courthouse Foundation. The Board of the Museum has already approved the agreement, as presented. Mr. Cearley made a motion to approve the agreement with the Gaston County Museum of Art & History for management of the Courthouse Building as presented, seconded by Ms. Malker, and carried by the following vote: Yays – Mr. Cearley, Mr. Huggins, and Ms. Malker. Nays – Ms. Morrow and Mr. Withers.

Item 11D was the added item request by Ms. Malker. She and some area residents are trying to facilitate cleaning up the area containing Peachtree and Spargo Streets. Although she feels the need for neighborhood cleanups are not limited to just this area, this is the area they are starting in. Later, she would like to see these efforts branched out to other neighborhoods. Her vision is to facilitate this in conjunction with the Taking Pride in Dallas” program. She is requesting support from the Town in the manner of trash bags, reflective vests, and quick pick up of trash staged on the road-sides. Mr. Palenick suggested that she coordinate with Public Works for the requested supplies and road-side trash pickup, as necessary.

Mr. Palenick gave a Manager’s Report, noting current projects.

Mr. Cearley made a motion to adjourn, seconded by Ms. Malker, and carried unanimously. (8:02)

Rick Coleman, Mayor

Maria Stroupe, Town Clerk

CERTIFICATE OF APPRECIATION

This certificate is awarded to

SAMUEL SCOTT MARTIN

in recognition of his 10th anniversary with the Town of Dallas on **January 18, 2015**
and in gratitude for his years of dedication and service

TOWN OF DALLAS



Signature

Date

Signature

Date



TOWN OF DALLAS, NORTH CAROLINA
Development Services
January 22, 2015

Mayor
Rick Coleman

Aldermen
Jerry Cearley
Stacey Duff
Allen Huggins
Darlene Morrow
Hoyle Withers

Town Manager
James Palenick

Town Clerk
Maria Stroupe

Town Attorney
J. Thomas Hunn

Public Works
Bill Trudnak

Electrical
Doug Huffman

Police Chief
Gary Buckner

Development Services
Jack Kiser

Fire Chief
Steve Lambert

Recreation
Anne Martin

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

Phone:
704-922-3176
Fax:
704-922-4701
Web Page:
www.dallasnc.net



TO: Mayor and Board of Aldermen
FROM: Jack Kiser, AICP, Director of Development Services
RE: Proposed Zoning Code Amendment
Standards for Fences in Residential Districts

Attached for your consideration is a proposed amendment to the Zoning Code, which will provide some minimal standards for fences in Residential (R) Zoning Districts. This amendment was sparked by complaints of homeowners using materials other than fencing for fences and gates.

It is typical for municipalities to establish fencing standards in their zoning codes, but they usually do not require any pre-permitting for fences. In terms of the four foot height limit for front yard fences, this is the same standard existing in the Gaston County and City of Gastonia codes.

This proposed ordinance amendment establishes three very basic standards typically found in zoning codes:

- a) Fences and their appurtenances (such as gates) are to be constructed of materials designed and intended for fencing. All types of fences are allowed such as chain link, stockade, split rail, picket, metal picket, etc.; however, some private deed restriction may disallow certain fence types (which is purely a private matter and would not be within the purview of the Town Code or the Town's business to enforce).
- b) Fences in front yards are limited to four feet in height. The purpose of this is both aesthetic and safety. High fences (particularly opaque ones) can restrict views up and down residential streets. From a public safety standpoint this limits "eyes on the street" by limiting observation of potentially suspicious activity.
- c) Establishes a two feet clearance between fences and fire hydrants. A fence immediately adjacent to a fire hydrant can prevent opening the hydrant valve, thus delaying fire suppression.

There are three important notes to make:

- 1. This ordinance would apply only in Residential (R) Zoning Districts
- 2. As has been the case in the past, the Town would continue to NOT require a zoning permit or any other Town permit for installation of fences. The code provision would be enforced on an inquiry, complaint or discovery basis.
- 3. This code provision would NOT be enforceable on pre-existing situations—only enforceable on situations occurring after its adoption.

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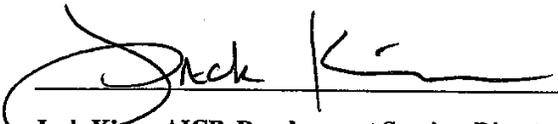
PLANNING BOARD RECOMMENDATION:

This ordinance was recommended by the Planning Board following a public hearing occurring over two meetings. The vote was 4-3 in favor of recommending the ordinance as finally written with members voting as follows:

YEAS: Mr. Curtis Wilson, Mr. David Harvell, Dr. Beth Heywood, and Mr. John O'Daly

NAYS: Mr. John Beaty, Mr. Eric Clemmer, Mr. Tim Parish

STAFF RECOMMENDATION: Approve as submitted



Jack Kiser, AICP, Development Services Director

An Ordinance to Amend Title XV, Chapter 153, "Zoning Code" of the Compiled Code of Ordinances of the Town of Dallas, North Carolina

An Ordinance amending Article I, "In General," to provide standards for fences in residential districts.

Whereas, the Town of Dallas recognizes that the installation of fences is customary in residential zoning districts; and

Whereas, it is typical for municipal zoning ordinances to establish minimal standards for fences in residential zoning districts; and

Whereas, the Town of Dallas finds that the establishment of minimal standards for fences for residential zoning districts is necessary for maintaining the economic stability and aesthetic value of properties in residential districts and for public safety.

NOW, THEREFORE BE IT HEREBY ORDAINED, by the Board of Aldermen of the Town of Dallas, North Carolina, that Title XV, Chapter 153, "Zoning Code" of the Compiled Code of Town Ordinances be amended as follows:

Section 1. Article I, "In General" shall be amended by adding a new Section 1-I-16 to read in its entirety as follows:

Sec. 1-I-16 FENCES IN RESIDENTIAL DISTRICTS

In any Residential (R) District any fence installed from and after the effective date of this Section shall meet the following standards:

- (a) Fences and their customary appurtenances shall be constructed of materials designed, intended and customarily used for fencing.
- (b) Fences installed between the front building line of the principal residential structure (a line that runs along the front wall and extends therefrom in a straight line to either side property line) and the fronting street shall not exceed four (4) feet in height. No portion of any wall that functions as a retaining wall shall be included in determining the height of a fence.
- (c) No fence shall be installed within two (2) feet of any fire hydrant.

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4. This ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this the _____ day of _____, 2015.

ATTEST:

Rick Coleman, Mayor

Maria Stroupe, Town Clerk

Jim Palenick

From: J Kiser <jkiser@dallasnc.net>
Sent: Monday, February 02, 2015 10:02 AM
To: 'Jim Palenick'
Subject: Cell Tower Item

Public Hearing: This is a request by SCI Towers for a Special Use Permit to erect a cellular communications tower and supporting structures and apparatus approximately **320 feet southeast of the intersection of East Church and South College Streets in Dallas**. The proposed tower is a monopole structure, 179 feet high, capable of supporting antennae array for up to four carriers. The Gaston County Parcel Identification Number for the proposed site is 204917. The property is owned by Dallas Real Estate Investment Group. The property is zoned I-2 Industrial District.

The applicant has requested a deferral of this application to an undetermined date. The Planning Board continued this hearing to its March 18, 2015 meeting. It is therefore requested that the Board of Aldermen open the hearing and then continue it until its April 14, 2015 meeting.

Jack Kiser

James L. (Jack) Kiser, AICP
Development Services Director
Town of Dallas NC
210 N. Holland St.
Dallas, NC 28034

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Version: 2015.0.5645 / Virus Database: 4273/9045 - Release Date: 02/02/15

Town of Dallas
Financial Highlights
Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
General Fund		
Cash and investments	\$ 1,644,656	\$ 1,551,197
Total assets	\$ 2,035,632	\$ 1,933,998
Fund balance	\$ 1,875,887	\$ 1,773,584
Total revenue	\$ 2,841,096	\$ 2,298,548
Total expenditures	\$ 3,897,513	\$ 3,178,166
Transfers (to) from	\$ 555,286	\$ 854,207
Change in fund balance	\$ 102,303	\$ (25,411)
Ad valorem taxes collected	\$ 1,082,878	\$ 1,005,497
Percent of taxes collected	97.45%	96.23%
Investment income	\$ 4,298	\$ 8,313
CDBG Grant Fund		
Cash and investments	\$ 37,200	\$ 33,480
Total assets	\$ 282,164	\$ 272,064
Fund balance	\$ -	\$ -
Enterprise Funds:		
Water and Sewer Fund		
Cash and investments (including restricted cash)	\$ 2,187,370	\$ 4,660,189
Total assets	\$ 10,633,538	\$ 10,619,314
Net Position	\$ 6,795,924	\$ 6,726,218
Operating revenue	\$ 2,121,425	\$ 2,205,325
Operating expenses	\$ 2,195,839	\$ 2,245,494
Nonoperating revenues (expenses)	\$ 122,393	\$ 97
Capital contributed from (to)	\$ 117,462	\$ -
Transfers in (out)	\$ (35,735)	\$ -
Change in net position	\$ 69,706	\$ 82,662
Accounts receivable	\$ 284,652	\$ 302,465
Investment income	\$ 707	\$ 200
Days sales in accounts receivable	51.4	52.1
Electric Fund		
Cash and investments (including restricted cash)	\$ 3,752,590	\$ 4,171,088
Total assets	\$ 8,349,554	\$ 8,699,751
Net Position	\$ 7,652,147	\$ 7,905,219
Operating revenue	\$ 7,181,077	\$ 7,341,433
Operating expenses	\$ 6,383,681	\$ 6,387,362
Nonoperating revenues (expenses)	\$ (54,801)	\$ 11,610
Capital contributed from (to)	\$ (502,939)	\$ -
Transfers in (out)	\$ (492,727)	\$ (801,000)
Change in net position	\$ (253,072)	\$ 656,462
Accounts receivable	\$ 1,094,592	\$ 1,072,013
Investment income	\$ 15	\$ 97
Days sales in accounts receivable	56.4	55.1

	Fund				Change in
	<u>Cash</u>	<u>Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Fund Balance</u>
Other Funds:					
LESA Fund	\$ 125,172	\$ 125,172	\$ 479	\$ -	\$ 11,479
Storm Water Fund	\$ 99,926	\$ 104,421	\$ 95,229	\$ 86,758	\$ 8,471
Capital Project Fund	\$ 90,915	\$ 90,915	\$ 8	\$ -	\$ (49,286)
Enhancement Grant Capital Project (1)	\$ -	\$ -	\$ -	\$ -	\$ (16,870)
Jagers Park Capital Project	\$ -	\$ (2,500)	\$ -	\$ 14,096	\$ (2,500)
Police Station Capital Project Fund (1)	\$ -	\$ -	\$ -	\$ -	\$ (18,991)
Town Hall Capital Project Fund (1)	\$ 3,850	\$ -	\$ -	\$ 31,565	\$ 4,170

(1) - Project complete at June 30, 2014.

**Town of Dallas
Schedule of Fees and Charges
2014-2015**

<u>Electric Connection Fees</u>	
Temporary (for construction)	\$30.00
Permanent	\$30.00
Underground	\$30.00
Change from Over Head to Underground Utilities Director)	Cost + 15% (See Public Utilities Director)
<u>Temporary for Non-Permanent Commercial Structure</u>	
Under 100 AMPS	\$125
Over 100 AMPS	Cost + 15% (See Public Utilities Director)
<u>Three Phase Connection</u>	
Three phase service from 200 to 400 AMPS	\$100 per phase
Three phase service over 400 AMPS and over	\$ Cost + 15%
<u>Conversion of over head to underground</u>	
Under 250' in length	\$400.00
Over 250' in length	\$400.00 + cost of wire over 250'
<u>T-2 Security Lights</u>	
Type 1: 175 watts	\$11.63
Type 2: 250 watts	\$16.20
Type 3: 400 watts	\$22.44
Pole: \$2.50 per month if installed specifically for light service	
<u>Meter Test Fee</u>	\$10.00 Residential \$50.00 Commercial
<u>Reconnection Fee</u>	\$30.00 **
<u>If Cut off At Pole</u>	\$100.00
<u>Late Charge</u>	\$6.00
<u>Meter Tamper Fee*</u>	Water \$70.00 Electric \$50.00
<u>History Print out</u>	\$5.00
<u>Deposits</u>	\$75 inside water \$150 outside water \$150 Electric
<u>Pole Attachment Fees</u>	\$15.00 per-pole, per-year \$3.00 per CATV power supply, per-year Joint-Use attachments set by agreement (Effective Date: 12/01/12)

Effective: February 11, 2015

EXHIBIT E(1)

<u>Zoning Permit Fees</u>			
Residential Permits	\$35.00		
Residential Accessory/Addition	\$15.00		
Multi Family Permits	\$50.00		
Commercial (new building) \$100; (existing)	\$20.00		
Manufacturing/Industrial	\$150.00		
Sign Permits (per sign)	\$35.00		
EVM Sign Permits (per sign)	\$350.00		
<u>Commission Applications</u> (fee covers staff time, agenda packets, and notification letters to residents. Additional cost on advertisement in newspaper.)			
Rezoning	\$300.00	Engineering	Cost Charged by Town Engineer
Conditional Use	\$300.00	Staff Review	
Variance			\$300.00
Appeal			\$300.00
Text Amendment			\$300.00
Historic District Commission Approval			\$100.00
Advertising Required Notice			Cost
<u>Site Plan Reviews</u>			
Engineering Charged by Town Engineer			Cost
Staff Review			
Multi-Family			\$75.00
Commercial			\$200.00
Manufacturing/Industrial			\$300.00
<u>Subdivision Fees</u>			
Engineering			Cost Charged by Town Engineer
Staff Review			

Effective: February 11, 2015

AGREEMENT

This Agreement, made this ___ day of _____, 2015 by and between **GASTON COUNTY ARTS AND HISTORY MUSEUM, INC.** ("Museum"), a North Carolina not-for-profit corporation having a mailing address of 131 W. Main Street, Dallas, NC 28032 and owning the Gaston County Art and History Museum, 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 28032 and **GASTON COUNTY** ("County"), a political subdivision of North Carolina, having a mailing address of Box 1578, 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) days 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;
 - e. Provide staff for events;
 - f. Provide marketing initiatives for events and 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 periodic basis and before/after events;

- 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 \$1,000,000 per occurrence/ \$2,000,000 aggregate. The coverage will name Gaston County and Gaston County Arts and History Museum Inc. 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 to the Town, in a reasonable time, the payment as agreed to herein. Additionally, all the fees cited herein shall be decreased by Twenty Percent (20%) during the first six months of the term of this Agreement. 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 set up and breakdown time: \$700

Twelve hour limit, including set up 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 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 grounds, 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 Hours: \$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. Unless otherwise agreed to, the tours will be offered every second and fourth Friday of each month at 1:00 p.m. or 3:00 p.m., by appointment only. All inquiries to tour the Courthouse shall be directed to the Museum. Each tour shall contain no more than twenty-five (25) participants and shall last for approximately ninety (90) minutes. The Museum agrees to recruit, train, and schedule the tour guides.

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 programs at the Courthouse:
 - a. **Easter Egg Hunt:** Before Easter, in 2015 the date will be March 29, 2015. 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. **Spring Family Fun Day:** May, in 2015 the date will be May 16, 2015. Museum will develop and facilitate a three-mile walk in the morning. The walk will start and end at the Courthouse. Museum will attempt to obtain art demonstrations and other art activities by the Gaston Art Council. Museum will have games and activities set up for visitors. Museum will coordinate a car show with Dallas Optimist Club.
 - 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. Museum will schedule two lectures concerning local history during the spring and summer.
 - e. Museum will develop and schedule an interactive program where visitors can see how court processions operated in the 1800s.

7. Personnel of the Museum are employees of Gaston County regardless of the work performed under this Agreement. The Museum and County agrees 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 & 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 ARTS AND HISTORY MUSEUM

ATTN: DIRECTOR
131 W. MAIN STREET
DALLAS, NC 28034

GASTON COUNTY

ATTN: COUNTY MANAGER
BOX 1578
GASTONIA NC 28053

TOWN OF DALLAS

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

GASTON COUNTY ARTS AND HISTORY MUSEUM

Director

TOWN OF DALLAS

Town Manager

ATTEST:

_____ (SEAL)
Clerk to the Town of Dallas

APPROVED TO FORM

Attorney for Town of Dallas

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director