

**TOWN OF HOPE MILLS
BOARD OF COMMISSIONERS REGULAR MEETING
MONDAY, JANUARY 7, 2019, 7:00 P.M.
BILL LUTHER BOARD MEETING ROOM**

CALL TO ORDER – Mayor Warner

INVOCATION – Pastor Michael Mathis of Mission Field Ministries

PLEDGE OF ALLEGIANCE – Mayor Warner

1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.

2. PRESENTATIONS.

- a. Proclamation recognizing January 20-26, 2019 as Hope Mills School Choice Week. **TAB 1**
- b. Presentation by County Manager Amy Cannon of Proposed Sales Tax Distribution Agreement.
 - Consideration of a Proposed Sales Tax Distribution Interlocal Agreement Commencing July 1, 2019, and Ending June 30, 2023. **TAB 2**
- c. Presentation from Cumberland County Community Development (yearly report).

3. PUBLIC HEARINGS. NONE.

4. PUBLIC COMMENTS.

Each speaker is asked to limit comments to three (3) minutes, and the total comment period will be 30 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Please direct comments to the full board, not to an individual board member or staff member. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.

5. CONSENT AGENDA:

- a. Consideration of Approval of the Minutes from the November 5, 2018 Regular Meeting. **TAB 3**
- b. Consideration of Approval of the Minutes from the December 3, 2018 Regular Meeting. **TAB 4**

- c. Consideration of Approval of the Minutes from the December 17, 2018 Regular Meeting. **TAB 5**
- d. Consideration of Approval of the Minutes from the December 20, 2018 Special Meeting. **TAB 6**
- e. Consideration of Approval of Executive Assistant/Deputy Clerk Tiffany Gillstedt attending the 2019 Clerks Certification Institute. The classes are split into four weeks, one per quarter and each week requires five nights in a hotel. The tuition is \$2,600. This item is included in the budget. **TAB 7**
- f. Consideration of Acceptance of Budget Amendment No. 2 for Insurance Proceeds in the Amount of \$11,975. **TAB 8**

All items on the Consent Agenda are considered routine, to be enacted by one motion and without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately under New Business.

“END OF CONSENT AGENDA”

6. OLD BUSINESS:

- a. Discussion of External Investigation Request.

7. NEW BUSINESS:

- a. Consideration of Setting a Public Hearing Date of January 22, 2019 for Annexation 2018-03, Deaver Circle Apartments Phase II. **TAB 9**
- b. Consideration of Commissioner’s Proposed Budget Items for Discussion at 2019 Budget Retreat and Scheduling a Date for 2019 Budget Retreat. **TAB 10**
- c. Consideration of Purchase of New Phone System for Town Hall. Requires Approval of Budget Ordinance Amendment No. 3 in the amount of \$15,400. Cost is \$15,358.97 for purchase and installation and then \$1,075.50 per month for ongoing service. **TAB 11**

8. REPORTS AND INFORMATION ITEMS:

- a. Manager’s report.
- b. Reminders.
 - Wednesday, January 10, 2019 at 3:00 p.m., **Board of Commissioners Special Meeting** at the Parrish House and Museum.

- Monday, January 14, 2019 at 12:30 p.m., **Chamber of Commerce Luncheon.**
- Monday, January 14, 2019 at 6:00 p.m., **Nominating Committee** at Town Hall.
- Monday, January 14, 2019 at 7:00 p.m., **Board of Commissioners - Sign Workshop -Special Meeting** at Town Hall.
- Tuesday, January 15, 2019 at 6:00 p.m., **Lake Advisory Committee** meeting at the Parks and Recreation building.
- **Monday, January 21, 2019, MLK HOLIDAY Town Hall Closed.**
- Tuesday, January 22, 2019 at 6:00 p.m. **Appearance Committee** at Town Hall in the front conference room.
- Tuesday, January 22, 2019 at 6:00 p.m. **Mayors Youth Leadership Committee** at Town Hall, in the Luther Board Room.
- Tuesday, January 22, 2019 at 7:00 p.m. **Board of Commissioners Regular Meeting** at Town Hall in the Luther Board Room.
- Thursday, January 24, 2019 at 7:00 p.m. **Veterans Affairs Commission** at Town Hall.
- Monday, January 28, 2019 at 6:30 p.m. **Parks and Recreation Committee** at Town Hall.

c. Committee Liaisons update on Committee Activities. (Liaisons to give a brief update on their respective committee activities, if a meeting was not attended or there is nothing to report an update is not necessary.)

- Mayor Pro Tem Mitchell - Historic Preservation Commission
- Commissioner Edwards – Lake Advisory Committee
- Commissioner Legge – Appearance Committee
- Commissioner Larson – Parks & Recreation Committee
- Commissioner Bellflowers - Veterans Committee and RLUAC

9. STAFF COMMENTS

10. OFFICIAL COMMENTS.

11. ADJOURNMENT.

TAB 1

Proclamation

Hope Mills School Choice Week

WHEREAS, all children in Hope Mills should have access to the highest-quality education possible; and,

WHEREAS, Hope Mills recognizes the important role that an effective education plays in preparing all students in Hope Mills to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Hope Mills; and,

WHEREAS, Hope Mills is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, Hope Mills has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Mayor Jackie Warner, do hereby recognize January 20-26, 2019 as Hope Mills School Choice Week, and I call this observance to the attention of all of our citizens.

Jackie Warner
Mayor

TAB 2



AGENDA FORM

TO: Honorable Mayor and Board of Commissioners

FROM: Melissa P. Adams, Town Manager

SUBJECT: Consideration of Proposed Sales Tax Distribution Interlocal Agreement

BACKGROUND INFORMATION:

The Board of Commissioners at their Special Meeting on Thursday, December 20th voted to place this item for consideration on the Monday, January 7th Agenda. It was requested that Cumberland County Manager Amy Cannon and/or County Commissioner Glen Adams be invited to attend in order to answer any questions that the Board may have.

RECOMMENDED ACTION:

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Local Sales Tax Distribution
PowerPoint provided to Mayors Coalition

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 01/02/19
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	JGS 01/02/19



Local Sales Tax Distribution Agreement

Mayor's Coalition
December 2018

Sales Tax Articles

Article 39

1 cent

Article 40

½ cent - 30% shared with schools

Article 42

½ cent - 60% shared with schools

Article 46

¼ cent



Sales Tax Distribution Methods

County Commissioners are authorized to choose between two methods to establish the distribution of sales tax proceeds between the county and its municipalities.

Per Capita Distribution

Ad Valorem Distribution

County Commissioners may change the method of distribution annually in month of April.

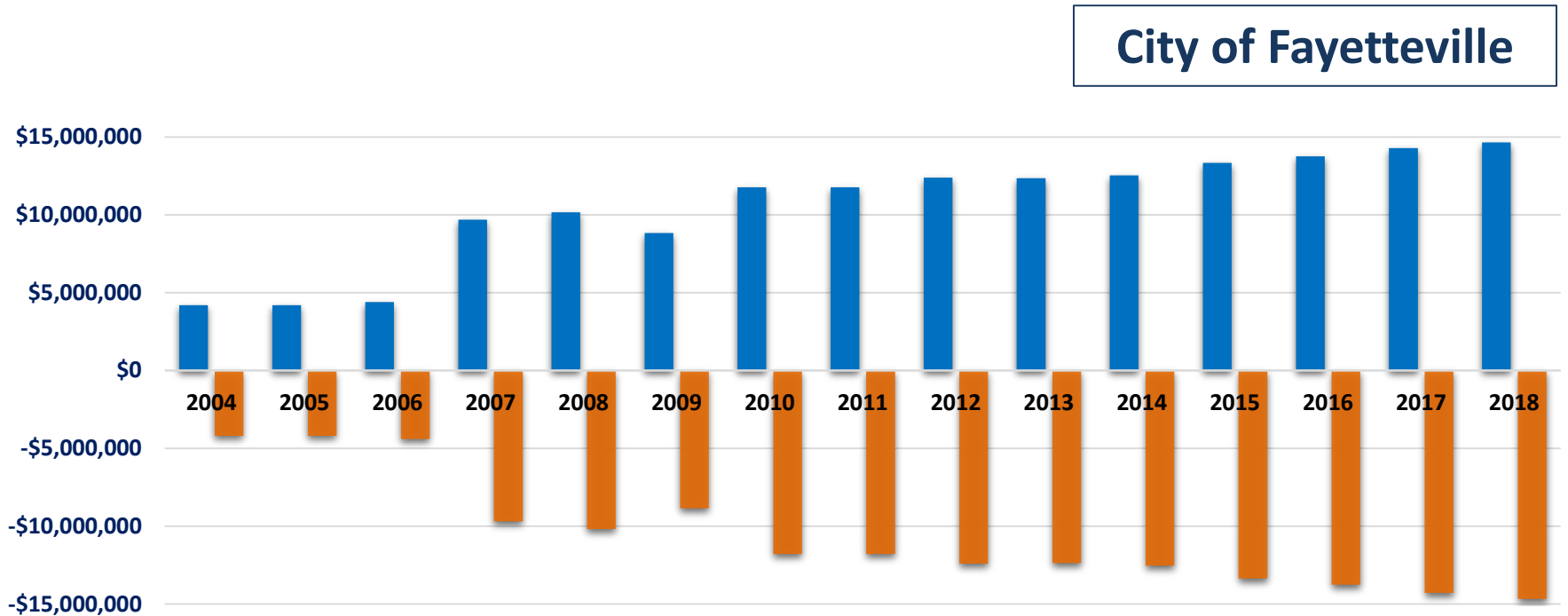


Cumberland County Distributions

- Sales taxes in Cumberland County have historically been distributed using the per capita distribution method.
- As Fayetteville and other municipal populations grew through annexation:
 - The County's relative share of sales tax distribution declined.**
 - The County's responsibilities did not decline.**
- Result: a shift in revenue from the County to the municipalities – most significantly to the City of Fayetteville.



Annual Impact of Fayetteville Annexations on Cumberland County without Agreement



City of Fayetteville

Cumberland County

Sales Tax Working Group

Sales tax/annexation working group formed in 2002

Purpose – balance cost of extending services through annexation with the concurrent loss of sales tax revenue to the County

Working group included representatives from each municipality, the Board of Education and the County



Tenants of Successful Agreement

School of Government facilitated work group's creation of successful agreement tenants

Address short and long-term impacts of annexation on sales tax:

- Equitable impact
- Protect and stabilize sufficient revenue to provide basic mandated services
- Acknowledge role and value of each jurisdiction and issues shared by all

Solution agreed on and supported by ALL



Current Distribution Agreement

Reimbursement per agreement:

- A portion of losses prior to 2003
- Beginning 2003 - 50% of sales tax gains by cities and towns from annexations shared with County

Represents a “win-win” for all jurisdictions:

- Recognizes County’s undiminished obligations to provide basic human services, including education
- Acknowledges financial responsibility of cities & towns due to annexation
 - Cities and towns retain 50% of sales tax gain



City of Fayetteville Annexation Gains - *estimated*

Annual Snapshot:

	FY 2018 Estimated
Sales tax gain	\$14.7M
Sales tax share 50% with County	(7.3M)
Property tax gain	<u>7.5M</u>
Annexation gain	\$14.9M



Current Distribution Agreement

- Original agreement expired on June 30, 2013
- Agreement extended by all parties through June 30, 2016
- Another extension agreed to by all parties through June 30, 2019



Current Distribution Agreement

	FY 2018 Per Capita Distribution (no agreement)	FY 2018 Per Capita Distribution (w/agreement)	Net Gain / (Loss)
Cumberland County	\$41.8M	\$48.3M	\$(6.5M)
County Schools	10.9M	12.1M	(1.2M)
Fayetteville	41.2M	33.9M	7.3M



NC General Statutes Mandated Services

County

Law enforcement
Jails
Medical examiner
Courts
Building code enforcement
Public schools
Social services
Public health
Deed registration
Election administration
Tax assessment
Child support
Community college – capital outlay

City

Building code enforcement



County Services

County service responsibility is not significantly reduced by annexation.

County services are available to *all* citizens without regard to where they live within the county.

- Schools, social services, child support, health, mental health, jail, public safety, Register of Deeds, Board of Elections

County provides quality of life services: animal control, libraries, FTCC, veterans services, cooperative extension



Impact of Distribution Change to Ad Valorem

	Ad Valorem Distribution	Actual FY 18 w/Agreement	Est. Net Impact
Cumberland	\$51,283,630	\$48,285,934	\$2,997,696
CCSS – Schools	12,696,819	12,142,508	554,311
Fire Districts	2,931,866	0	2,931,866
Parks & Rec District	1,355,063	0	1,355,063
Fayetteville	28,445,241	33,858,063	(5,412,822)
Eastover	268,056	725,337	(457,281)
Falcon	10,382	63,045	(52,663)
Godwin	8,522	24,737	(16,215)
Hope Mills	2,149,797	3,259,639	(1,109,842)
Linden	12,283	24,886	(12,603)
Spring Lake	1,316,507	1,943,059	(626,552)
Stedman	127,044	213,588	(86,544)
Wade	43,948	108,362	(64,414)



Distribution Method of Top Largest NC Counties

Per Capita Method	Ad Valorem Method
Wake	Mecklenburg
Cumberland	Guilford
Durham w/ agreement	Forsyth
	Buncombe
	Union
	New Hanover
	Gaston



City of Fayetteville Proposed Agreement

- 10 Year agreement
 - County
 - Year 1 - 10 Frozen at FY18 levels, no growth
 - Towns
 - Year 2 75% of FY18
 - Year 3 50% of FY18
 - Year 4 25% of FY 18
 - Year 5 12.5% of FY18
 - Year 6 – 10 No distribution



Community Issue

- This is a community issue.
 - It does not reside with the City of Fayetteville and Cumberland County alone.
 - This agreement directly impacts ALL residents, regardless of where they reside within the county.
- An agreement:
 - Minimizes budget implications for ALL jurisdictions in the county.
 - Maintains the “**win-win**” solution.



County Proposal

- 4 Year agreement
 - FY20 – FY23
- Year 1
 - Same as current agreement
 - Becomes the base for distributions in FY21 – FY23
 - Distribution for towns and county freeze at Year 1
- Years 2 – 4
 - Growth split between county & all municipalities 40/60



Timeline

- The County proposed agreement signed by ALL jurisdictions no later than **January 31, 2019**
- Failure to have approved agreement by January 31, 2019:
 - Board of Commissioners:
 - Discussion regarding budget impact
 - Discussion regarding alternatives



County Alternatives Without Agreement

- Alternatives without an agreement:
 - Ad valorem distribution
 - Increase property tax rate 3 cents
 - Reduce services –
 - Education funding
 - Eliminate 116 jobs
 - Animal Control
 - Libraries



STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into in the year 2018 as indicated by the date executed by each party, by and among the City of Fayetteville, the Town of Hope Mills, the Town of Spring Lake, the Town of Stedman, the Town of Wade, the Town of Falcon, the Town of Godwin, the Town of Linden, the Town of Eastover, (hereinafter referred to as a “Municipality: or collectively as a the “Municipalities”), and the County of Cumberland (hereinafter referred to as the “County”), with the Municipalities and the County collectively referred to as the “Parties.”

RECITALS:

Whereas, the County and the Municipalities entered into an interlocal agreement in 2003 for the County to continue to elect the per capita method of sales tax distribution conditioned upon certain reimbursements by the Municipalities to mitigate the re-allocation of sales tax revenue as a result of municipal annexations (the “Sales Tax Distribution Interlocal Agreement”); and

Whereas, the County and the Municipalities have maintained the Sales Tax Distribution Interlocal Agreement through certain amendments and extensions adopted in 2006, 2009, 2013 and 2016 to a term ending June 30, 2019, and these amendments and extensions, together with the 2003 Agreement, now constitute the current Sales Tax Distribution Interlocal Agreement; and

Whereas, the County and the Municipalities have entered into additional interlocal agreements by which the County provides certain services and/or funding to the Municipalities and some of the Municipalities provide certain services to the County; and

Whereas, the City of Fayetteville and the County have also merged their respective Parks and Recreation Departments into a unified recreation department operated by the City; and

Whereas, the revenue needed by the County to maintain the services and/or funding through those additional interlocal agreements and to maintain the per capita method of sales tax distribution is dependent upon the reimbursement of the sales tax revenue lost to the County under the per capita distribution method due to municipal annexations; and

Whereas, certain of those other interlocal agreements between the County and the Municipalities would be directly impacted by changing the sales tax distribution method to the ad valorem method because every tax district would share in the ad valorem method of distribution, including those tax districts that do not share under the per capita method of distribution; and

Whereas, some of the other interlocal agreements referenced herein include:

(a) the consolidation of the recreation departments of Fayetteville and the County in 2004 and the creation of a Recreation District in which all the recreation services for the County and the Towns of Falcon, Godwin, Wade, Linden, Eastover and Stedman are administered by the Fayetteville/Cumberland Regional Parks and Recreation Department as a department of the City of Fayetteville;

(b) the County's participation in funding the debt service incurred by Fayetteville for the construction of a parking deck in downtown Fayetteville;

(c) the County's participation in funding the debt service incurred by the City of Fayetteville for the construction of a minor league baseball stadium in downtown Fayetteville;

(d) the consolidation of the emergency dispatch services of the Town of Spring Lake and the County with all emergency dispatch services for the Town of Spring Lake provided by the County;

(e) The Town of Spring Lake's provision of fire and first responder services for the Manchester Fire District within the County;

(f) the County's provision of building inspection services for the Town of Spring Lake when the Town's inspectors are not available;

(g) the consolidation of the emergency dispatch services of the Town of Hope Mills and the County with all emergency dispatch services for the Town of Hope Mills provided by the County;

(h) the County's provision of certain inspection and code enforcement for the Towns of Eastover and Stedman;

(i) the County's provision of animal control services for all the Municipalities except the Town of Hope Mills; and

(j) the County's provision of joint planning and development services for all the Municipalities except the City of Fayetteville; and

(k) the County's collection of property taxes for all the Municipalities; and

Whereas, the County and each of the Municipalities acknowledges that the geographic proximity of the City of Fayetteville and the Towns of Spring Lake, Eastover, Stedman, and Hope Mills; and the geographic proximity of the Towns of Falcon, Godwin, Wade and Linden; allow greater efficiency in the provision of public services by the County or the City of Fayetteville for the smaller Municipalities and the benefits of this efficiency accrue to the residents of all of these communities and to the County residents living in the unincorporated communities; and

Whereas, the County acknowledges that the Franklin Street Parking Deck financed and constructed by the City of Fayetteville enhances downtown parking for the State and County employees and customers of the State and County agencies occupying the County's courthouses, Law Enforcement Center, and Detention Center in the downtown; and

Whereas, the County and the Municipalities acknowledge that the minor league baseball stadium financed and being constructed downtown by the City of Fayetteville will enhance recreation opportunities and business growth for all citizens of the County; and

Whereas, the Municipalities acknowledge that if the Board of County Commissioners elected to change the sales tax distribution to the ad valorem method, it would result in a substantial increase in sales tax distribution to the County with a proportionate decrease in the sales tax distribution to the Municipalities; and

Whereas, the Parties acknowledge that the reimbursement of a portion of the sales tax revenue lost to the County by municipal annexations under the per capita sales tax distribution method enhances the County's ability to provide the services and funding to the Municipalities described above.

Now therefore, in partial consideration of the services provided by the County to the Municipalities and for any services provided by any of the Municipalities to the County or any other Municipality as described above, to clarify the relationships between the Sales Tax Distribution Interlocal Agreement and the various other interlocal agreements between or among the County and any of the Municipalities as described above, and to further extend the Sales Tax Distribution Interlocal Agreement, the Parties enter into this Sales Tax Distribution Interlocal Agreement as follows:

1. *Consideration.* The Parties agree that the transfers of sales tax funds from any of the Municipalities to the County or to any other Municipality pursuant to this Sales Tax Distribution Interlocal Agreement constitute partial consideration for the County to continue to maintain the services and/or funding through the other interlocal agreements described herein in

accordance with the terms of any applicable interlocal agreement with any of the Municipalities, while continuing to elect the distribution of sales tax revenue by the per capita method.

2. *Effect on the Provision of Services and Other Funding.* The County agrees that the receipt of this partial consideration pursuant to the Sales Tax Distribution Interlocal Agreement with the additional consideration established by the other interlocal agreements is sufficient for the County to continue to maintain the services and/or funding provided by the other interlocal agreements referenced herein at the current levels at which such services and/or funding is provided by the County in accordance with the terms of the applicable interlocal agreements; provided that, this agreement shall not be construed as binding the County or any of the Municipalities to continue any interlocal agreement for the provision of services or funding except in accordance with the terms of such other interlocal agreements to include the rights to terminate or amend such agreements.

3. *Certain Provisions of the Current Sales Tax Distribution Agreement to Be Incorporated by Reference.* All the terms and provisions of the existing Sales Tax Distribution Interlocal Agreement to include the extensions and amendments approved in 2006, 2009, 2013 and 2016 and with an expiration date of June 30, 2019, that are not inconsistent with any of the terms of this Sales Tax Distribution Interlocal Agreement, are incorporated herein by reference to the end that the sales tax distribution as determined for FY2019 shall be used for this Sales Tax Distribution Interlocal Agreement for the determination of the distribution for FY2020.

4. *Term.* This Sales Tax Distribution Interlocal Agreement shall remain in effect for four (4) fiscal years, commencing July 1, 2019, and ending June 30, 2023, unless sooner terminated in accordance with the early termination provision stated herein.

5. *Base Year and Method of Apportionment of Growth or Decline in Sales Tax Revenues.* The sales tax distribution for FY2020 shall become the basis for the distributions in FY2021 through FY2023 as follows:

(a) For any year the sales tax revenue increases over the amount distributed for FY2020, forty percent (40%) of the increase shall be distributed to the County and sixty percent (60%) of the increase shall be distributed to the Municipalities with each Municipality's share of the increase being its percentage of the total distribution for FY2020.

(b) For any year the sales tax revenue is less than the amount distributed for FY2020, forty percent (40%) of the decline shall be apportioned to the County and sixty percent (60%) of the decline shall be apportioned to the Municipalities with each Municipality's share of the decline being its percentage of the total distribution for FY2020.

6. *Early Termination.* This agreement shall be a continuing agreement to remain in place for the stated term except upon the following conditions:

(a) If the General Assembly makes changes to the statutes governing the distribution of sales tax revenue during the term of this agreement, the County's Board of Commissioners may elect to terminate this agreement at any time after the law is passed, including any date prior to the effective date of the changes in the law; or

(b) If the governing board of any of the Municipalities should take action to withdraw from the agreement, the County's Board of Commissioners may elect to terminate this agreement at any time after that action is taken.

7. This Sales Tax Distribution Interlocal Agreement shall be a continuing interlocal agreement which shall be approved by the governing body of each Party and entered into the minutes of the meeting at which it is approved.

IN WITNESS WHEREOF the parties, intending to be bound and by authority duly given, have caused this agreement to be signed by their appropriate officials, the day and year designated by each.

COUNTY OF CUMBERLAND

ATTEST:

Candice H. White, Clerk to the Board

BY: _____
Jeannette M. Council, Chair
Board of Commissioners

Date Signed: _____

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

County Finance Director

Approved for Legal Sufficiency:

County Attorney

[Signature pages for Municipalities Follow]

CITY OF FAYETTEVILLE

ATTEST:

City Clerk

BY: _____
Mayor

Date Signed: _____

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

Approved for Legal Sufficiency:

Fayetteville Finance Director

Fayetteville City Attorney

TOWN OF HOPE MILLS

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Hope Mills Finance Director

Hope Mills Town Attorney

TOWN OF SPRING LAKE

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Spring Lake Finance Director

Spring Lake Town Attorney

TOWN OF STEDMAN

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Stedman Finance Director

Stedman Town Attorney

TOWN OF EASTOVER

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Eastover Finance Director

Eastover Town Attorney

TOWN OF WADE

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Wade Finance Director

Wade Town Attorney

TOWN OF LINDEN

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Approved for Legal Sufficiency:

Linden Finance Director

Linden Town Attorney

TOWN OF GODWIN

ATTEST:

BY: _____
Mayor

Town Clerk

Date Signed: _____

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

Godwin Finance Director

Approved for Legal Sufficiency:

Godwin Town Attorney

TOWN OF FALCON

ATTEST:

Town Clerk

BY: _____
Mayor

Date Signed: _____

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

Falcon Finance Director

Approved for Legal Sufficiency:

Falcon Town Attorney

TAB 3

**TOWN OF HOPE MILLS
BOARD OF COMMISSIONERS REGULAR MEETING MINUTES
MONDAY, NOVEMBER 5, 2018 7:00 P.M.
BILL LUTHER BOARD MEETING ROOM**

Mayor Jackie Warner called the regular meeting of the Hope Mills Board of Commissioners to order on Monday, November 5, 2018 at 7:00 p.m.

GOVERNING BOARD MEMBERS PRESENT

Mayor Jackie Warner, Mayor Pro Tem Mike Mitchell, Commissioners Jessie Bellflowers, Pat Edwards, Meg Larson and Jerry Legge.

STAFF PRESENT

Town Manager Melissa Adams, Town Clerk Jane Starling, Finance Director Drew Holland, Interim Public Works Director Don Sisko, Fire Chief Chuck Hodges, Deputy Fire Chief Steve Lopez, Police Chief Joel Acciardo, Stormwater Administrator Beth Brown, Development & Planning Administrator Chancer McLaughlin and Interim Parks & Recreation Director Maxey Dove. Also present was Town Attorney Dan Hartzog, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Rev. Dr. J Robert (Bob) Kretzu, Hope Mills United Methodist Church, followed by the Pledge of Allegiance led by Mayor Jackie Warner.

Mayor Warner requested everyone please silence their cell phones.

1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve the agenda with the addition of proclamations for Veterans Day and Hero's Homecoming, item h. new business- MOU with Cumberland County, item i. -discussion on Golf Course, and item a. old business - discussion of how items are added when already voted on.

2. PRESENTATIONS.

- a. Presentation by the Veterans Affairs Commission, Vice Chair, Grilley Mitchell Regarding the Heroes Homecoming VI Events Information as Requested by Commissioner Bellflowers.

Mr. Grilley Mitchell, Veterans Affairs Commission, Vice Chair; provided information on the upcoming Heroes Homecoming VI events. He informed the Board that one hundred and fifty local business and organizations, thirty of them in Hope Mills, have set up "Missing Man" tables. These are to honor fallen and missing veterans. It is hoped that this number will continue to increase each year. He went over the schedule of events and explained that the Commission has flags available to add the names of Hope Mills

Veterans and encouraged family members to turn in those. Those flags will be part of the field of honor. Mr. Mitchell asked that the entire community participate in ringing a bell in the eleventh month, on the eleventh day, at the eleventh hour, eleven times.

b. Proclamation Recognizing Heroes Homecoming VI.

**TOWN OF HOPE MILLS
PROCLAMATION RECOGNIZING
HEROES HOMECOMING VI**

WHEREAS, Heroes Homecoming is a way of showing all veterans that we remember and appreciate their courage and sacrifice to defend our great country, now and forever; and

WHEREAS, the Town of Hope Mills honors our veterans and participates in the ceremony and memorial services of honoring the many resident veterans; and

WHEREAS, the events from November 8, 2018 through November 12, 2018 known as the Heroes Homecoming VI will include services at different times and location throughout the Town of Hope Mills to include, Hope Mills Chamber Chili Cook-off and Veterans Appreciation Day at Dirtbag Ales (Nov 10, 1 pm); Field of Flags (Nov 11); Armistice Day Bell Ringing (Nov 11, 11 am); Reading of Names (Nov 11, 11:10 am); VFW Post 10630 Veterans Day Ceremony (Nov 11, 3 pm); Release of Balloon Doves (Dusk); and, Hope Mills Chamber Veterans Appreciation Luncheon at VFW Post 10630 (Nov 12, 12:30 pm):

NOW, THEREFORE, BE IT RESOLVED that I, Jackie Warner, Mayor of the Town of Hope Mills, do hereby proclaim November 8 – 12, 2018 as Heroes Homecoming VI in Hope Mills to honor our veterans, the living, the disabled, and the dead, and urge all citizens to join us in honoring them and remembering their service.

This the 5th day of November, 2018.

Jackie Warner, Mayor

c. Veterans Day Proclamation 2018.

**OFFICE OF THE MAYOR
TOWN OF HOPE MILLS, NC**

PROCLAMATION

***WHEREAS**, Veterans Day, celebrated each year, is the day America sets aside to thank and honor all those who served honorably in our nation's military; and*

***WHEREAS**, Veterans Day is a day to honor veterans for their service, to acknowledge that their contributions to our national security are appreciated, and to underscore the fact that all those who have served have sacrificed and done their duty; and*

***WHEREAS**, America is greatly indebted to those who have sacrificed for the liberty and security of our country; and*

***WHEREAS**, tens of millions of Americans have served in the Armed Forces during the past century, and hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and*

***WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by the people of the United States; and*

***WHEREAS**, Armed Forces members have been unrelenting in battle, unwavering in loyalty, and unmatched in honor, and have demonstrated that freedom is the most powerful force on earth; and*

***WHEREAS**, VFW Post 10630 and Auxiliary have coordinated with other Veterans and civic organizations in the Hope Mills area to provide this special ceremony of remembrance today;*

***NOW, THEREFORE, BE IT RESOLVED** that I, Jackie Warner, Mayor of the Town of Hope Mills, do hereby proclaim Sunday, November 11, 2018, as **VETERANS DAY** in the Town of Hope Mills in tribute to the veterans of all wars: the living, the disabled, and the dead, and urge all citizens to join in the expression of appreciation to the many veterans in our community who have given so much in our behalf in times of both war and peace.*

This 5th day of November 2018.

Jackie Warner, Mayor

3. PUBLIC HEARINGS.

None.

4. PUBLIC COMMENTS.

Grilley Mitchell, 4056 William Bill Luther Dr. spoke about the number of closed sessions increasing after previously being reduced and also said he is against Parks and Recreation being partnered with the County again.

Elizabeth Cooper, 4413 Goldenrod Ct. Parkton asked why the Town would pay \$90,000 for a Parks and Recreation study to learn what the people want and then throw it away.

5. CONSENT AGENDA:

- a. Consideration of Approval the Minutes from the September 5, 2018 Closed Session Meeting.

Motion made by Commissioner Edwards and carried unanimously, to approve the consent agenda as read.

6. OLD BUSINESS:

- a. Discussion/Consideration of Adoption of Ordinance 2018-09 Regarding the Sale or Long Term Lease of Town Property as requested by Commissioner Larson.

Mayor Warner stated; as this was not passed at the last meeting, the prevailing side has to bring back the item by a motion to reconsider. She feels that one person should not be able to prevent moving forward on an item by not showing up.

Attorney Hartzog responded; he spoke to Trey Allen at the School of Government and it was clarified that the necessity of a motion to reconsider only applies at the same meeting, and a motion to resend only applies if something passed.

Mayor Warner requested it be added to the record that she also is a representative of the citizens of Hope Mills.

Ordinance No. 2018-09

WHEAREAS, the Board of Commissioners of the Town of Hope Mills believes that the consideration of the sale or long-term lease of real property owned by the Town is an issue that requires input from all elected officials;

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners shall not discuss or consider the sale or long-term lease of any real property owned by the Town of Hope Mills unless the full Board of Commissioners is present for the discussion. For purpose of this ordinance, long-term lease is defined as any lease longer than one year.

Adopted this 5th day of November, 2018.

Attest:

Jane G. Starling, CMC, Town Clerk

Motion made by Commissioner Larson and carried three to two, with Commissioners Bellflowers and Edwards voting against; to adopt ordinance No. 2018-09.

- b. Discussion/Consideration of Naming a Town Property as requested by Commissioner Legge.

Commissioner Legge requested the Board of Commissioners consider naming the Brower Park building after Gary Dove longtime Chair of the Parks and Recreation Committee and a volunteer in Town for close to forty years.

Motion made by Commissioner Legge and passed unanimously, that Gary Dove was a distinguished Hope Mills citizen who made a significant contribution to the Town.

Motion made by Commissioner Legge and passed unanimously, to name the building at Brower Park after Gary Dove; and for a sign to be attached to the building in his honor.

Mayor Warner requested a ceremony be planned once a sign is created and placed on the building.

7. NEW BUSINESS:

- a. Non-Public Hearing Case No. 18-093 – Consideration of the Qahtan Alsaïdi – Tire repair Shop; C(P) Site Plan Review; Hope Mills Zoning Ordinance; Zoned: C(P); Acreage: 0.65 ac.+/-; Located at 2501 Hope Mills Road (NC HWY 59); submitted by Qahtan Alsaïdi (Developer).

Development & Planning Administrator Chancer McLaughlin presented this item with the aid of a PowerPoint presentation. He advised the Board that staff is recommending approval.

Commissioner Larson asked if outside displays of tires would be removed at night. Mr. McLaughlin responded; yes, they will.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve the site plan Case No. 18-093.

- b. Discussion/Consideration of Adoption of Resolution #2018-21 Setting the Meeting Schedule for Calendar Year 2019 Board of Commissioners Meetings.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve Resolution No. 2018-21.

- c. Discussion/Consideration of Appointment of Elected Official and Staff Liaison to the Fayetteville Cumberland Economic Development Corporation (FCEDC), Municipal Advisory Committee.

Town Manager Melissa Adams informed the Board the committee will meet quarterly beginning the first quarter of 2019.

Mayor Warner commented because her son works for the FCEDC she would not want to be considered, even though most municipalities Mayor's would be the elected Liaison.

Commissioner Bellflowers volunteered to serve on the committee. Mayor Pro Tem Mitchell volunteered also. Commissioner Bellflowers withdrew from consideration in favor of Mayor Pro Tem Mitchell.

Motion made by Commissioner Legge and carried unanimously, to appoint Mayor Pro Tem Mitchell and Development & Planning Administrator Chancer McLaughlin to the Municipal Advisory Committee of the FCEDC.

- d. Discussion/Consideration of Cumberland County's offer to Air the Town of Hope Mills Board of Commissioners' Meetings on FCETV.

Town Manager Adams explained that the County approached Town staff and made the offer. The service would be free of charge and would air on Friday after a board meeting at 9:00 p.m.

Motion made by Commissioner Legge and carried unanimously to accept the offer to air the Town's Board of Commissioners meetings on FCETV.

- e. Discussion/Consideration of Changes to the Veterans Affairs Commission Membership Requirements and Approval of James and Jean Clark Lifetime Membership as requested by Commissioner Bellflowers.

Commissioner Bellflowers commented that the Veterans Affairs Commission had discussed and voted on these three items at their last meeting, and asked him to bring them before the Board of Commissioners. The first request is to bring the members from seven members to nine members. This would allow two organizations to have liaisons attend, the local VFW and American Legion Post 32.

Motion made by Commissioner Bellflowers and carried unanimously, to increase the Veterans Affairs Commission size from seven to nine.

Commissioner Bellflowers commented the second item is an exception to committee policies to allow members; resident and non-resident, the opportunity to vote on matters that come before the commission as long as the non-members reside in the Town of Hope Mills MIA. Policy GB02 effective date 08/02/2009 amended 12/17/2012 to allow business in the Town limits whose owners reside inside the MIA to become voting members on the former Economic Development Committee. Post 10630 of the American Legion and VFW post 32 clearly are inside Town Limits and should be allowed to vote on the Veterans Affairs Commission. Commissioner Bellflowers added the Vice Chair of the Veterans Affairs Commission is present in the audience if anyone has questions of him.

Commissioner Legge commented he would like to see the Board keep the voting members at seven and not allow people who are not citizens to vote.

Motion made by Commissioner Bellflowers and failed two to three, with Commissioners Legge, Mitchell and Larson voting against, to make an exception to the policy for the Veterans Affairs Commission and allow members to vote if they live in the MIA and are representing VFW Post 32 and American Legion Post 10630.

Commissioner Bellflowers commented the third item is to name James (Jim) and Jean Clark as lifetime members of the Veterans Affairs Commission.

Motion made by Commissioner Bellflowers and approved unanimously, to name James and Jean Clark lifetime Veterans Affairs Commission members to be presented on Veterans Day.

- f. Discussion and Update on Town Stormwater Projects, as requested by Commissioner Bellflowers.

Commissioner Bellflowers commented there has been a lot discussion about stormwater projects in the general assembly and from Golden Leaf Foundation. Commissioner Bellflowers inquired whether the Town could prioritize the project at the C. Wayne Collier Elementary School area and go after funding for that project. When that road floods, it impacts the entire community cutting the town off from first responders.

Mayor Warner commented that the road is DOT and the school is Cumberland County School System property, which determines actions. Mayor Warner remarked that Rockfish and Camden will be rerouted in a future project. The Mayor asked Town Manager Adams if the ownership of properties influenced what happens there. Ms. Adams responded that the Town has no authority over DOT roads or School property.

Mayor Pro Tem Mitchell inquired of Stormwater Administrator Beth Brown if those schools were constructed today, would they be required to have stormwater ponds. Ms. Brown responded that current regulations would require both quantity and quality controls on the property. The Town has a report an engineering firm did years ago. It was to address water quality and doesn't address quantity. Ms. Brown also commented that she does not know if DOT is eligible for FEMA reimbursements. The Town does not have any authority to do a project there.

Motion made by Commissioner Bellflowers and approved unanimously, to request Dot attend the December 3rd Board meeting in reference to what will happen on roads in the area of C. Wayne Collier Elementary School related to flooding.

g. Discussion/Consideration of Nominating Committee recommendations.

Mayor Pro Tem Mitchell presented recommendations from the nominating committee. For the Veterans Affairs Commission the committee recommended Mr. Gregory Dickerson who is qualified to be a voting member and Mr. John Cook who lives outside the Town limits to represent American Legion post 32.

Motion made by Commissioner Bellflowers and approved unanimously, to accept Mr. Gregory Dickerson as a voting member and Mr. John Cook as a non-voting County resident to represent American Legion post 32.

For the Parks and Recreation committee there were two openings and three applicants; Dr. Kenjuana McCray, Mr. Bryan Marley and Ms. Brenda Cameron. The committee recommends Dr. McCray and Mr. Marley as their applications were received prior to Ms. Cameron.

Motion made by Commissioner Bellflowers and approved unanimously, to accept Dr. Kenjuana McCray and Mr. Bryan Marley to serve on the Parks and Recreation Committee.

h. Discussion of a Memorandum of Understanding with Cumberland County regarding Dirtbag Ales.

Town Attorney Hartzog explained the Dirtbag Ales project was permitted by the County prior to the Town of Hope Mills annexation of the property. The property owners now need a new permit because of a change in contractors. The County says they don't have the authority to permit the work because of the annexation. If we agree to the MOU it will give the County the authority to issue a permit to complete the construction.

Motion made by Mayor Pro Tem Mitchell and approved unanimously, to agree to the Memorandum of Understanding with Cumberland County.

- i. Discussion of using the Golf Course property for walking and hiking; as requested by Commissioner Larson.

Motion made by Commissioner Larson and carried four to one, with Commissioner Edwards voting against, to open the Golf Course to walking and hiking, dawn to dusk, by April 30, 2019.

8. REPORTS AND INFORMATION ITEMS:

- a. Manager's report.

Town Manager Melissa Adams provided the following report:

I am pleased to announce that Don Sisko has been made permanent as the Town of Hope Mills Public Works Director.

I have reached out and spoken to Cumberland County Manager Amy Cannon regarding discussions of combining Parks & Recreation resources with Cumberland County. I am waiting on her assistant to send me some dates and time that we could possibly meet.

Johnson Street Sidewalk: Submitted 65% plans to NCDOT for review, submitted documentation to State Historic Preservation Office for review, and we are gathering documents to submit for engineering reimbursement. We are continuing to work with CSX concerning right of way issues with their utility and site improvement divisions.

Rockfish Road Sidewalk: Contractor is submitting documents and invoice for review: Stored materials on site, survey, temporary traffic control, erosion and sedimentation control.

New museum location: Public Works Director Don Sisko and Development & Planning Administrator Chancer McLaughlin conducted site visits to Averagesboro and Bentonville museums on October 30th to get ideas for possible set up of the Trade Street Museum building. Public Works staff has begun removing carpet from the building.

Public Works Director Don Sisko attended the ADA Transition Program Training today, November 5th.

The RFPs for the Hurricane Florence debris removal and monitoring are due on November 13th.

Parks & Rec. building repairs: the heating and air ductwork replacement is scheduled to begin next week and could take as long as three weeks to complete. Once that work has been completed, there will be some sheet rock that will need to be replaced and new

carpet will be installed. We have received one bid on the new roofing, and are currently waiting on two more bids.

Public Safety Building: Architect Scott Garner, will attend the December 17th Regular Board of Commissioner's Meeting instead of the December 3rd Meeting; for an update/presentation on the combined Public Safety Building project.

Ted Cole from Davenport Company will make a presentation concerning bonds to the Board of Commissioners at the Regular Meeting scheduled on December 3rd.

The 2017-2018 Audit Report has been submitted to the Local Government Commission for approval. The Auditors are unable to attend the December 3rd Regular Meeting and will be attending the December 17th Regular Meeting to present the Audit to the Board of Commissioners. The Audit/Finance Committee will meet prior to the meeting on the 17th.

From October 22nd to November 2nd - 88 Code Enforcement Violations were investigated. Of those 88, 19 were found to be in compliance.

Mr. George, the owner of the parking lot next to the Golf Course property has indicated he is not interested in allowing public access to his parking lot. Staff has recommended contacting NCDOT for a driveway permit across from Fairway Drive.

The Christmas Parade is scheduled for Saturday, December 1st at 3:00 p.m. with line up at Hope Mills Middle School no later than 2:30 p.m. Parks & Recreation staff needs to know if you are interested in getting a car for the Christmas Parade or if you prefer to ride a float.

b. Reminders

- Hero's Homecoming VI - November 9 through November 12, 2018
- Veteran's Day Holiday Observation - November 12, 2018 - Town Offices Closed
- Chamber Luncheon-November 12, 2018- feeding Veterans at VFW Post 10630
- Lake Advisory Committee Meeting – November 20, 2018, 6:00 p.m.
- Thanksgiving Holiday – November 22 & 23, 2018 – Town Offices Closed
- Parks and Recreation Advisory Committee – November 26, 2018, 6:30 p.m.
- Appearance Commission – November 27, 2018, 6:30 p.m.
- Christmas at the Lake – November 30, 2018, 5:30 p.m.
- Hope Mills Christmas Parade and Festival of Lights – December 1, 2018, 3:00 p.m.
- Festival Committee Meeting – December 3, 2018, 6:00 p.m.

- Board of Commissioners Meeting- December 3, 2018, 7:00 p.m.
- c. Committee Liaisons update on Committee Activities.
- Mayor Pro Tem Mitchell - Historic Preservation Commission

Mayor Pro Tem Mitchell commented the Historic Preservation Commission met on October 10th and received an update on the Museum and the condition of the Parrish House. Town staff attended Historic Commission Training in Greensboro on Oct. 26th.

- Commissioner Edwards – Lake Advisory Committee

Commissioner Edwards commented the Lake Advisory Committee is scheduled to meet November 20th.

- Commissioner Legge – Appearance Committee

Commissioner Legge commented the Appearance Committee met on Oct 23rd and discussed their participation in preparing for the Christmas Parade and Holidays. They still need nominations for yard of the month and new members.

- Commissioner Larson – Parks & Recreation Committee

Commissioner Larson commented the Parks and Recreation Committee received a presentation from the SwampDogs and clarified that the presentation the Town Board saw was of a 13 million dollar stadium and the SwampDogs are requesting a 5 million dollar facility on five acres with a ten acre parking lot. The Committee feels the Town should first decide on whether or not it is joining with the County before making other decisions.

- Commissioner Bellflowers - Veterans Commission and RLUAC

Commissioner Bellflowers commented the recent Veterans Committee meeting was held jointly with the Chamber of Commerce and preparations for Hero's Homecoming were discussed. The Commission's concerns were voted on earlier tonight. RLUAC will meet November 15th.

Mayor Warner commented the Festival Committee met this evening and inquired whether Commissioner Bellflowers or Legge would like to give up being a liaison to the Committee. She will only attend when needed but will not take as much of an active role now that the Lake Celebration has been completed. She feels that one representative of the Board is sufficient. Commissioner Legge volunteered and will be the Festival Committee liaison from this point on. Mayor Warner continued that the Mayors' Coalition met in Spring Lake and was well attended by County and Local Municipalities.

The main topic of discussion was sales tax. The Coalition has requested to continue the current agreement with the County.

10. STAFF COMMENTS

Town Clerk Jane Starling commented that there was still time to sign up for the advocacy goals conference and requested the Board to notify her in next few days if they wished to be registered.

11. OFFICIAL COMMENTS.

Mayor Warner suggested that the Board of Commissioners begin recording their closed sessions again.

Motion made by Mayor Pro Tem Mitchell and carried unanimously to resume recording closed sessions.

Commissioner Bellflowers commented the public is invited to Hero's Homecoming and wished everyone a Happy Thanksgiving.

Commissioner Edwards reminded the public to vote tomorrow.

Mayor Pro Tem Mitchell thanked the public speakers and commented that no commitment to consolidate Parks and Recreation with the County has been made.

Commissioner Larson commented the Mill Village re-union was really enjoyable and she also went to a Unity event at the City of Fayetteville that was quite moving.

Commissioner Legge thanked everyone who came out and helped with the Trunk or Treat.

12. CLOSED SESSION: Pursuant to NCGS 143-318.11 (a) (3) Attorney Client Privilege and Pursuant to NCGS 143-318.11 (a) (6) a Personnel Matter.

- a. Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with the attorney on matters within the attorney-client privilege.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to conduct a closed session pursuant to NCGS 143-318.11 (a) (3) to discuss matters relating to the attorney client privilege.

Mayor Warner instructed the Board to assemble in the front conference room at 9:15 p.m.

At 9:40 p.m. Mayor Warner called the regular meeting back to order.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to seal to the minutes of the closed session until such time as the release of the information would no longer frustrate the purpose of the closed session and further no action was taken.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to authorize the Town Manager to seek a closing attorney and other resources to procure a piece of property which has been donated to the Town.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to authorize the Town Manager to seek an appraiser and other resources to procure a piece of property which has been donated to the Town.

13. ADJOURNMENT.

Motion made by Commissioner Legge and carried unanimously, to adjourn the meeting.

Mayor Warner adjourned the meeting at 9:44 p.m.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC
Town Clerk

TAB 4

**TOWN OF HOPE MILLS
BOARD OF COMMISSIONERS REGULAR MEETING MINUTES
MONDAY, DECEMBER 3, 2018 7:00 P.M.
BILL LUTHER BOARD MEETING ROOM**

Mayor Jackie Warner called the regular meeting of the Hope Mills Board of Commissioners to order on Monday, December 3, 2018 at 7:00 p.m.

GOVERNING BOARD MEMBERS PRESENT

Mayor Jackie Warner, Mayor Pro Tem Mike Mitchell, Commissioners Jessie Bellflowers, Pat Edwards, Meg Larson and Jerry Legge.

STAFF PRESENT

Town Manager Melissa Adams, Town Clerk Jane Starling, Finance Director Drew Holland, Public Works Director Don Sisko, Chief Building Inspector Ray Reeves, Interim Parks & Recreation Director Maxey Dove, Stormwater Administrator Beth Brown, Fire Chief Chuck Hodges, Deputy Fire Chief Steve Lopez, Police Chief Joel Acciaro and Development & Planning Administrator Chancer McLaughlin. Also present was Town Attorney Dan Hartzog, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Rev. Dr. J Robert (Bob) Kretzu, Hope Mills United Methodist Church, followed by the Pledge of Allegiance led by Mayor Jackie Warner.

1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve the agenda as presented with the addition of Consent Item e.; Consideration of authorization to receive \$13,100.00 reimbursement from an Interlocal Agreement for Mosquito Abatement Services State of NC County of Cumberland.

2. PRESENTATIONS.

- a. Introduction of Mayor's Leadership Committee Members.

Mayor Warner welcomed the following 2018-2019 Mayor's Leadership Committee Members representing Jack Britt, Gray's Creek and South View High School:

- Committee Chair Ashliyn Burgos, Emily Gonzales, Kayla Mady and Advisor Leanda Barriage; Gray's Creek High School.
- Committee Vice Chair Melissa Chuy, Kiara Ramos, Ethan Finney and Advisor Erin Guzman; Jack Britt High School.
- Committee Secretary William Pryor, Morgan Evans, Nautia Carter and Advisor Sharon Payne; South View High School.

Mayor Warner commented the Mayor's Leadership Committee will meet monthly and this year's focus will be historical properties and the historic district.

b. Proclamation honoring the Family of Jim Clark.

Mayor Warner and the Hope Mills Board of Commissioners presented a proclamation to Jean Clark honoring her late husband, Jim Clark.

OFFICE OF THE MAYOR
TOWN OF HOPE MILLS, NC
PROCLAMATION

WHEREAS, Jim (James Elvy) Clark, a native of Waterloo, New York, and longtime Hope Mills resident, died Oct. 5 at age 82; and

WHEREAS, he dedicated his life to this community and his family, and demonstrated his service to the Town through his involvement in the Veterans of Foreign Wars, Hope Mills Veterans Affairs Commission and other organizations; and

WHEREAS, throughout his life, his military service was never far from his mind, and he worked to bring a traveling replica of the Vietnam Veterans Memorial to Hope Mills in 2004, and was also instrumental in establishing the Veterans Memorial Park along Rockfish Road in Hope Mills; and

WHEREAS, it is the desire of this community to show appreciation and express our love to his family and our support during this time; and

NOW, THEREFORE, I, Jackie Warner, Mayor, do hereby proclaim on behalf of the Board of Commissioners and the Town of Hope Mills our sincerest appreciation and gratitude to the family of Jim Clark for his contributions to the town.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Town, this the 3rd day of December, 2018.

Jackie Warner, Mayor

c. Presentation from Davenport & Company regarding bond referendum and issuance process.

Finance Director Drew Holland introduced Ted Cole of Davenport & Company.

Mr. Cole provided a PowerPoint presentation highlighting the process involved with bond referendum and issuance for capital projects that involve debt. Mr. Cole commented general obligation bonds are one of several other options the Town may

utilize. Mr. Cole noted debt capacity and debt affordability are two important concepts Davenport & Company take into consideration.

Mayor Warner and the Board of Commissioners thanked Mr. Cole for his informative presentation.

- d. Schnabel Engineering and the Town of Hope Mills were awarded the American Council of Engineering Companies (ACEC) of North Carolina 2019 Honors Award for Engineering Excellence Water Resources for the Hope Mills Lake Dam Project.

Town Manager Adams commented the Town of Hope Mills was notified in October 2018 that we were nominated to receive the American Council of Engineering Companies of North Carolina 2019 Honors Award for Engineering Excellence Water Resources for the Hope Mills Lake Dam Project. The award that was presented was on display.

3. PUBLIC HEARINGS.

- a. **Public Hearing on Proposed Annexation-** The total acreage is 2.08 acres and is owned by Carroll Riddle LLC, Po Box 53729, Fayetteville, NC 28305. The Board adopted Resolution No. 2018-18 directing the Clerk to investigate at the October 22, 2018 regular meeting. The Certificate of Sufficiency has been completed and a notice of public hearing was published on November 21, 2018.

Development & Planning Administrator Chancer McLaughlin remarked the proposed annexation is for Chick-fil-a and is land locked behind 3101 Main Street. All Department Heads have authorized approval for the following request.

Mayor Warner opened the public hearing for the proposed Chick-fil-a annexation at 7:58 p.m.

Mayor Warner opened the floor for comments for or against the proposed annexation.

Joe Riddle, 125 Great Oaks Fayetteville, NC spoke in favor of the proposed Chick-fil-a annexation as he has worked with the other Chick-fil-a's in Fayetteville and they are a respectable company to work with that bring other retailers to the area.

Mayor Warner closed the public hearing at 8:01 p.m.

- After the Public Hearing the Board may consider adoption of the Annexation Ordinance. The recommended effective date for the annexation is December 3, 2018.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to adopt Annexation Ordinance 2018-02.

- b. **Case P18-36:** Rezoning of 2.68+/- acres from R6 Residential, O&I(P) Office & Institutional, and C1(P) Planned Local Business District to C1(P) Planned Local Business District/CZ Conditional Zoning for convenience retail with gasoline sales & other specific requested allowed uses or to a more restrictive zoning district; located at the northwest quadrant of the intersection of SR 1112 (Rockfish Road) & Bullard Street, south of NC 59 (North Main Street); submitted by Barry & Mary Clemente, Carl Edwin West, Paul & Patsi D'Alpe, Soteria Frangos and Andy Priolo on behalf of Circle K (owners).

Development & Planning Administrator Chancer McLaughlin presented Case P18-36 commenting the subject property is at the corner of North Main Street and Rockfish Road. The proposal contemplates the development of an assemblage of six separate parcels.

Mayor Warner opened the public hearing at 8:09 p.m.

Mayor Warner called for comments for or against Case P18-36.

Patsi D'Alpe, 119 Cypress Lake Circle, spoke in favor of Case P18-36 as she is one of the owners of the properties. Ms. D'Alpe believes the rezoning will be in the best interest of the community as it will accommodate the current commercial needs of that area.

Louis Frangos, 421 Edinburgh Drive, Fayetteville, spoke in favor of Case P18-36 as he believes it would beautify the area.

Andy Priolo, 124 Hardy Ivy Way, Holly Springs, NC, spoke on behalf of Circle K. Mr. Priolo commented Circle K wishes to consolidate three dated, nearby Circle K stores in an effort to make it much more aesthetically pleasing.

Motion made by Commissioner Legge and carried unanimously, to close the public hearing.

Mayor Warner closed the public hearing on Case P18-36 at 8:14 p.m.

Motion made by Commissioner Legge and carried unanimously, to approve Case P18-36 rezoning from R6 Residential, O & I(P) Planned Office & Institutional, and C1(P) Planned Local Business district to C1(P) Planned Local Business district/CZ Conditional Zoning for convenience retail with gasoline sales and other specific requested allowed uses and find it is consistent with the text of the Southwest Cumberland Land Use Plan (2013) which recommends strip commercial along North Main Street and is consistent with local criteria for light commercial in the land Use Policies Plan (2009); and further find that approval of the C1(P)/CZ district is reasonable and in the public interest

because the district recommended will restrict the allowable uses to those that would be in harmony with the existing commercial uses in the area. Additionally, the applicant has verbally agreed to retain all possible existing trees and is requesting to provided a 35-foot yard setback from N. Main Street, an 11-foot front yard setback from Bullard Street and a 16-foot front yard setback from Rockfish Road, aligning their setbacks with the existing structure on the existing property at the intersection of Bullard Street and Rockfish Road. The owner has agreed to all ordinance related conditions.

- c. **Case P18-38:** Initial zoning of 2.08+/- acres C(P) Planned Commercial or to a more restrictive zoning district; located on the north side of NC 59 (North Main Street), west of SR 1115 (Golfview Road); submitted by Joseph P. Riddle III on behalf of Carroll Riddle, LLC (owner).

Development & Planning Administrator McLaughlin commented Case P18-38 is the initial zoning for the abovementioned and approved Chick-fil-a annexation. This initial zoning was added to the agenda to expedite the process.

Mayor Warner opened the public hearing at 8:21 p.m.

Mayor Warner called for comments for or against Case P18-38. There were no comments.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to close the public hearing.

Mayor Warner closed the public hearing at 8:21 p.m.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve Case P18-

38 the initial zoning to C(P) Planned Commercial and find: a. The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2014) map; and that the Board of Commissioners will not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community; the parcel is being recombined with the adjacent property to the south which is designated as "heavy commercial" as defined in the Land Use Policies Plan (2009); c. And, this rezoning approval is reasonable and in the public interest because the Town of Hope Mills initiated the request and the district requested is in harmony with the existing light and heavy commercial zoning and land uses along North Main Street and this request will ensure the entire recombined parcel is zoned the same.

- d. **Case P18-39:** Initial zoning of 4.93+/- acres C(P) Planned Commercial or to a more restrictive zoning district, located at 5435 Corporation Drive, submitted by Jerry & Jacquelyn Hall (owners).

Development & Planning Administrator McLaughlin commented the official annexation of Case P18-39 was approved on August 20, 2018.

Mayor Warner opened the public hearing at 8:24 p.m.

Mayor Warner called for comments for or against Case P18-39 initial zoning. There were no comments.

Motion made by Commissioner Bellflowers and carried unanimously, to close the public hearing.

Mayor Warner closed the public hearing for Case P18-39 at 8:28 p.m.

Motion made by Commissioner Bellflowers and carried unanimously, to approve Case P18-39 initial zoning to C(P) Planned Commercial and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2014) which calls for “heavy commercial” at this location, C(P) Planned Commercial is classified as a “heavy commercial” zoning district and further find approval of this request is reasonable and in the public interest because the request was initiated by the Town of Hope Mills staff and the district is also in harmony with the surrounding zoning and existing land uses.

- e. **Case P18-40:** Revision and Amendment to the Hope Mills Zoning Ordinance amending Article XIV Signs, Section 102A-1402. Sign Definitions; Section 102A-1404. Signs Permitted in any district, sub-section H. Temporary political signs & sub-section L. Sandwich board signs; Section 102A-1405. General site and sign specifications; sub-section C. Freestanding sign location – all districts (excluding billboards), sub-section D. Maintenance and appearance & sub-section G. Unsafe and unlawful signs; Section 102A-1406. Signs permitted by district, sub-section A. Residential and conservancy districts & sub-section B. Professional, commercial and industrial districts; Section 102A-1407. Billboards (off-premises signs), sub-section A. General provisions; and Section 102A-1408. Signs prohibited.

Development & Planning Administrator McLaughlin commented Town of Hope Mills Staff conducted two work sessions to provide language tied to a comprehensive amendment to the Town of Hope Mills Sign Ordinance. Citizens and business owners were given an opportunity to address the Board in support or in opposition of these amendments.

Mayor Warner opened the public hearing at 8:30 p.m.

Mayor Warner called for comments for or against Case P18-40.

Joe Riddle, 125 Great Oaks, Fayetteville, spoke in opposition of Case P18-40. Mr. Riddle cautioned the Town not to get too restrictive as the proposed amendments are stricter than the rest of the county. Mr. Riddle noted temporary signs sizing and temporary banners one-week time limit as examples he believed were too restrictive.

Lonnie Player, 400 Westwood Shopping Center, Fayetteville, was neither in favor or opposition but noted the legal ambiguity in the proposed ordinance in section 102-1403; F, exempt signs. Mr. Player commented the reduced sign sizes as posing legal concerns.

Motion made by Commissioner Bellflowers and carried unanimously, to close the public hearing.

Mayor Warner closed the public hearing at 8:44 p.m.

Development & Planning Administrator McLaughlin remarked no changes were being made to temporary banners. The current ordinance governs temporary banners by limiting them to one week.

Commissioner Bellflowers moved to table discussion on the proposed sign ordinance amendment and hold a Special Meeting on January 14, 2018 at 7:00 p.m. to conduct a Sign Ordinance Work Session and the motion carried with a vote of 4 ayes and 1 no with Commissioner Larson voting against.

4. PUBLIC COMMENTS.

Elizabeth Cooper, 4413 Holden Rod Ct. Parkton, spoke in favor of the abovementioned sign ordinance amendment as the Town lacks consistency. Ms. Cooper expressed her concern for the Board allocating money for Parks & Recreation programs only to pass them off to the City of Fayetteville.

Al Ferri, 4014 Craigwood Lane, Hope Mills, applauded the Town for opening the golf course property and spoke on decorum commenting that he'd like to see more professionalism from the Board.

Darren Balsam, 333 W. Main Street, Hope Mills, owner of Surge Trampoline Park. Mr. Balsam commented a permit was issued for his business contingent upon the addition of sidewalks. Two other businesses opened in same shopping plaza without the requirement of sidewalks. Mr. Balsam feels the condition is unjust.

Discussion ensued regarding the condition of the installation of sidewalks being a requirement for Surge Trampoline Park. Based on the option of Town staff, it was recommended that Surge Trampoline Park apply for a variance.

Grilley Mitchell, 4056 William Bill Luther Drive, thanks everyone who helped during Heroes Homecoming.

5. CONSENT AGENDA:

- a. Consideration of Approval the Minutes from the October 1, 2018 Special Meeting.
- b. Consideration of Approval the Minutes from the October 8, 2018 Regular Meeting.
- c. Designation of Town Manager to execute contracts for debris removal and monitoring. Based on returned bid packages staff has selected vendors for debris removal and debris monitoring. Custom Tree Care, Inc. was the low bid for the debris removal and DebrisTech was the low bidder for debris monitoring. All expenditures paid for debris removal and monitoring are reimbursable by FEMA.
- d. Consideration of a resolution of support for the submission of the 2019 Bicycle and Pedestrian Planning Grant.
- e. Consideration of authorization to receive \$13,100 reimbursement from an Interlocal Agreement for Mosquito Abatement Services State of NC County of Cumberland.

“END OF CONSENT AGENDA”

Motion made by Commissioner Bellflowers and carried unanimously, to approve the consent agenda as read.

6. OLD BUSINESS:

- a. Phase 2 HM Lake Park: Mr. Fleming’s design for the kayak launch and access down the bulkhead including a single access set of steps and handicap accessible ramp with a hardened landing area.

Public Works Director Don Sisko remarked Mr. Fleming informed him the Town of Hope Mills has been tasked with coming into full compliance with ADA requirements. The changes required will include the addition of a handicap accessible ramp in lieu of steps and a hardened landing area coming off of the kayak launch.

The consensus of the Board was to include steps with handrails in the center of the kayak launch.

Motion made by Commissioner Bellflowers and carried unanimously, to approve Phase 2 Lake Park plans with revisions for the kayak launch and bulkhead to include an ADA accessible ramp, a hardened landing area and steps with handrails in the center of the kayak launch.

7. NEW BUSINESS:

- a. (Non-Public Hearing Items) **Case No. 18-099.** Consideration of the Redevelopment of Verizon Building; C(P) Site Plan Review; Hope Mills Zoning Ordinance; Zoned: C(P); Acreage: 3.72 ac. +/-; Located at 3001 N Main Street (NC HWY 59); submitted by Lumina3001 LLC (Owner) and George M. Rose (Engineer). (Hope Mills)

Development & Planning Administrator McLaughlin commented the applicant is proposing to add three separate retail lease spaces within the existing undeveloped rear interior portions of the existing Verizon Wireless building. A driveway permit may be required by the North Carolina Department of Transportation.

Discussion pursued regarding lateral access to the proposed additions to the existing building.

Motion made by Commissioner Bellflowers and carried unanimously, to approve Case No. 18-099 Consideration of the Redevelopment of Verizon Building; C(P) Site Plan Review; Hope Mills Zoning Ordinance; Zoned: C(P); Acreage: 3.72 ac. +/-; Located at 3001 N Main Street (NC HWY 59); submitted by Lumina3001 LLC (Owner) and George M. Rose (Engineer). (Hope Mills).

- b. Discussion and consideration to commission an external investigation into (1) allegations of ethical misconduct by members of the Town of Hope Mills Town Board of Commissioners (Mayor and Commissioners), and, Town Staff pertaining to various sections of the Town's Code of Ethics and Conduct for Town Officials; and, (2) allegations of inappropriate protocols used by all parties during the decision-making process regarding all official correspondence and offers to purchase/lease municipal property presented or submitted by the Lone Survivor Foundation (LSF) to the Town of Hope Mills during the period of December 1, 2017, to November 6, 2018; as requested by Commissioner Bellflowers.

Motion made by Commissioner Bellflowers and carried unanimously, to commission an investigation into (1) allegations of ethical misconduct by members of the Town of Hope Mills Town Board of Commissioners (Mayor and Commissioners), and, Town Staff pertaining to various sections of the Town's Code of Ethics and Conduct for Town Officials; and, (2) allegations of inappropriate protocols used by all parties during the decision-making process regarding all official correspondence and offers to purchase/lease municipal property presented or submitted by the Lone Survivor Foundation (LSF) to the Town of Hope Mills during the period of December 1, 2017, to November 6, 2018 and to direct the Town Attorney to contact the NC League of Municipalities and report back to the Board at the December 17, 2018 regular Board of

Commissioners meeting as to whether they will conduct the investigation and the cost or a list of other agencies and their costs.

- c. Discussion and consideration regarding a Resolution Requesting Introduction of a Local Bill to Amend the Charter to Allow for Recall Elections as requested by Commissioner Bellflowers. This item was tabled for a future date from the April 16, 2018 Regular Meeting; as requested by Commissioner Bellflowers.

Commissioner Bellflowers commented recall mechanisms are in place in other municipalities including the City of Fayetteville. Commissioner Bellflowers remarked the Board of Elections informed him there are currently 11, 292 registered voters in the Town of Hope Mills. A recall petition would require 15% (1,694) of those 11, 292 voters. Commissioner Bellflowers wished to bring this item back for discussion while the General Assembly is still in session.

Commissioner Larson inquired the cost and suggested the Town wait to take any action to conduct further research.

Commissioner Bellflowers moved to approve a Resolution Requesting the Introduction of a Local Bill to Amend the Charter to Allow for Recall Elections and the motion failed with a vote of 2 ayes and 3 voting against.

- d. Discussion and consideration to schedule a walk-through viewing of the Hope Mills Episcopal Church Parsonage House with members of the Town Board, Town Staff, and Historic Preservation Commission in order to determine the current condition of the building structure; as requested by Commissioner Bellflowers.

Mayor Pro Tem Mitchell inquired whether the Parsonage House was safe to tour due to the presence of mold.

Discussion pursued regarding whether the Board of Commissioners has authority to walk-through the Episcopal Church Parsonage House or if it is under the authority of the Historic Preservation Commission.

The consensus of the Board was to discuss a possible walk-through date with the Historic Preservation Commission during their regularly scheduled meeting on December 12, 2018 and for committee liaison Mitchell to report his findings at the December 17, 2018 regular Board of Commissioners meeting. The walk-through will be open to the public.

8. REPORTS AND INFORMATION ITEMS:

- a. Manager's report.

1. On Thursday, November 29th, Town Manager Adams met with Cumberland County Manager Amy Cannon and Assistant County Manager Tracy Jackson, regarding discussions of combining Parks & Recreation resources with Cumberland County. They have asked that Ms. Adams send them our P & R budget and financial information for their review. They both suggested another meeting to include myself and the Michael Gibson, Parks & Recreation Director for the City of Fayetteville, prior to having a representative attend a joint meeting with the BOC & Parks & Recreation Committee. They have asked for more direction, concerning the programs and events that the Town would like to have the County take over responsibility for and the programs and events that the Town would like to continue to be responsible for.
2. Johnson Street Sidewalk: 65% plans have been reviewed by NCDOT. Red line changes to be forwarded to McGill Engineering to implement changes in the 90% drawings. Waiting document review by the State Historic Preservation Office. First engineering reimbursement approved by NCDOT. We are waiting on the funds.
3. Rockfish Road Sidewalk: McGill Engineering and NCDOT are coordinating final approval of field changes. Start date TBD. Contractor has submitted invoice for initial mobilization, material, sedimentation and erosion control, and traffic control.
4. New museum location: Staff is continuing to remove ceiling stippling as time allows.
5. Parks & Rec building repairs: Leaking and damaged fire sprinkler system section was identified and has been repaired. Roof drain leak identified and has been repaired. The heating and air ductwork replacement should be completed by the end of the week. Once that work has been completed, there will be some sheet rock that will need to be replaced and new carpet will be installed.
6. The 2017-2018 Audit Report has been approved by the Local Government Commission. The Auditors will be attending the December 17th Regular Meeting to present the Audit to the Board of Commissioners. The Audit/Finance Committee will meet prior to the meeting on the 17th at either 5:30 or 6:00 p.m.
7. A FEMA Scoping Meeting was held on November 28th. We are set up to begin sending in reimbursement requests for any Hurricane Florence expenses to date.
8. The Town was notified by the Cumberland County Public Health Department that we will receive reimbursement of \$13,100.00 for the extra mosquito spraying due to Hurricane Florence. The Board approved the Reimbursement Interlocal Agreement under the Consent Agenda tonight.
9. Eel ladder Repair: Contractor is scheduling assessment for repairs. This cost will be FEMA reimbursable
10. Dam Survey: Schnabel Engineering subcontractor has completed the first dam structure survey.
11. Golf Course: Public Works staff has begun removing hanging tree branches and downed trees. We will be doing as much of the required repair work, as possible, in house. Public Works staff will be utilized to repair cart paths and spray herbicides. One cart path will require installation of a drain line. We have a

- tentative December 10th meeting date with McAdams group to discuss parking and driveway access. Staff has completed the DOT NCID (driveway) application for access and automated application when ready.
12. Proposed Gary Dove Memorial Building: The design for the signage has been received from Duneland Signs for assessment. We will be coordinating with the family and scheduling an unveiling within the next few weeks.
 13. Public Works has been through the town two times for vegetative and construction & demolition debris from Hurricane Florence. The contract is set up for the contractor to make one more pass and remove debris from the golf course. A final date for pick up will be established following the execution of the contract.
 14. Property donated by Ms. Brenda Jernigan: We have scheduled a survey and an appraisal. A Real Estate Attorney has been engaged to transfer title to the Town before December 31st.
 15. Contact has been made with DOT concerning the flooding and drainage issues on Rockfish Road. They have indicated that they will be conducting a study of the area. We are continuing discussions with them concerning the flooding issues.
 16. Christmas Parade and Festival of Lights: I understand that we have been receiving some negative comments concerning having the Parade with the rain and not cancelling. A Press Release was issued today in response to the comments on Social Media.

Town Manager Adams read the Press Release regarding the Christmas Parade.

- b. Reminders:
- Breakfast with Santa, December 15, 2018, 8:30 am to 11:00 am at the Hope Mills Fire Station.
 - Mayor's Youth Leadership Committee, December 17, 2018, 6:00 pm to 6:59 pm in Town Hall.
 - Board of Commissioners Meeting, December 17, 2018, 7:00 pm in the Luther Board Room.
 - Christmas Holiday's Town Offices Closed, December 24, 25, 26, 2018.
- c. Committee Liaisons update on Committee Activities.
- Mayor Pro Tem Mitchell - Historic Preservation Commission

Mayor Pro Tem Mitchell commented the Historic Perseveration Commission will meet on December 12, 2018 at Town Hall. The Historic Preservation Commission requested Mayor Warner attend to speak on the Parish House.

- Commissioner Edwards – Lake Advisory Committee

Commissioner Edwards commented the Lake Advisory Committee did not meet due to lack of quorum.

- Commissioner Legge – Appearance Committee and Festival Committee

Commissioner Legge commented the Appearance Committee discussed preparations for the Christmas Parade and seeking nominations for Yard of the Month

Commissioner Legge commented the Festival Committee met this evening to discuss their rules and procedures.

- Commissioner Larson – Parks & Recreation Committee

Commissioner Larson commented the Parks & Recreation Committee discussed bylaws, Heritage Park, the status of the Museum project and concerns of partnering with the County. The Parks & Recreation Committee wish to be included in a joint meeting with the County.

- Commissioner Bellflowers - Veterans Committee and RLUAC

Commissioner Bellflowers commented the Veterans Affairs Commission will meet again in January.

Commissioner Bellflowers commented RLUAC met on Thursday, November 15. Fort Bragg Joint Land Use Study is complete after two years. The next RLUAC meeting is scheduled for February.

Commissioner Bellflowers remarked he had the honor of representing the Town of Hope Mills at the NC League of Municipalities Advocacy Goals Conference.

10. STAFF COMMENTS. None.

11. OFFICIAL COMMENTS.

Mayor Pro Tem Mitchell commented the Mayor issued two proclamations recognizing the Fort Bragg Men's and Women's Ten-Miler teams that went to Washington, DC. Mayor Pro Tem Mitchell had the honor of hand delivering those proclamations to Fort Bragg.

Commissioner Legge thanked Parks & Recreation staff for their hard work on all the holiday events.

Commissioner Bellflowers thanks Parks & Recreation staff for a successful Christmas Parade.

12. CLOSED SESSION

- a. To consult with Town Attorney pursuant to the attorney-client privilege – G.S. 143-318.11(a) (3), discussion of existing litigation, John D. Pone, Jr., V. Town of Hope Mills and pursuant to NCGS 143-318.11 (a) (6) to discuss matters relating to a personnel matter.

Motion made by Mayor Pro Tem Mitchell to conduct a closed session pursuant to NCGS 143-318.11 (a) (3) to discuss matters relating to the attorney-client privilege, discussion of existing litigation, John D. Pone Jr. V. Town of Hope Mills and pursuant to NCGS 143-318.11 (a) (6) to discuss matters relating to a personnel matter.

Mayor Warner instructed the Board to assemble in the front conference room at 10:55 p.m.

At 11:27 p.m. Mayor Warner called the meeting back to order.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to seal to the minutes of the closed session until such time as the release of the information would no longer frustrate the purpose of the closed session and further no action was taken.

13. ADJOURNMENT.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to adjourn the meeting.

Mayor Warner adjourned the meeting at 11:27 p.m.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC
Town Clerk

TAB 5

**TOWN OF HOPE MILLS
BOARD OF COMMISSIONERS REGULAR MEETING MINUTES
MONDAY, DECEMBER 17, 2018 7:00 P.M.
BILL LUTHER BOARD MEETING ROOM**

Mayor Jackie Warner called the regular meeting of the Hope Mills Board of Commissioners to order on Monday, December 17, 2018 at 7:04 p.m.

GOVERNING BOARD MEMBERS PRESENT

Mayor Jackie Warner, Mayor Pro Tem Mike Mitchell, Commissioners Jessie Bellflowers, Pat Edwards, Meg Larson and Jerry Legge.

STAFF PRESENT

Town Manager Melissa Adams, Town Clerk Jane Starling, Finance Director Drew Holland, Chief Building Inspector Ray Reeves, Police Chief Joel Acciardo, Fire Chief Chuck Hodges, Deputy Fire Chief Steve Lopez, Stormwater Administrator Beth Brown, Interim Parks & Recreation Director Maxey Dove and Development & Planning Administrator Chancer McLaughlin. Also present was Town Attorney Dan Hartzog, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Dr. Ron Godbolt, Word of Truth Ministry, Inc, followed by the Pledge of Allegiance led by Mayor Jackie Warner.

1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve the agenda as presented.

2. PRESENTATIONS.

- a. Public Safety Building Project Update.

Finance Director Drew Holland commented the need for a Public Safety Building has been long overdue as Gordon Johnson presented a master plan for a public safety facility in February 2016. Finance Director Holland alongside Scott Garner of Garner & Brown Architects presented the design concept for the Hope Mills combined Police and Fire Stations. The facility would be financed, possibly through USDA. It will likely take another year for construction to begin. During the construction process, the Fire Department will continue to work out of their current station. The Police however, will need to be temporarily relocated. The facility could cost \$12 million, give or take.

Motion made by Commissioner Bellflowers and carried unanimously, to move forward with the combined Public Safety Building to house the Police and Fire Departments.

b. FY 2017-2018 Audit Presentation – Thompson, Price, Scott, Adams & Co., P.A.

Finance Director Holland introduced Auditor Stuart Hill of Thompson, Price, Scott, Adams & Co., P.A. Finance Director Holland commented our 2017-2018 audit report will be submitted for the (CAFR) Comprehensive Annual Finance Report Award Certificate of Achievement in Financial Reporting.

Mr. Hill reviewed highlights of the 2018 report commenting the Town had a clean audit with no findings.

Motion made by Commissioner Legge and carried unanimously, to accept the FY 2017-2018 Audit Report.

3. PUBLIC HEARINGS.

- a. **Case P18-45:** Rezoning of 1.49+/- acres from R6 Residential & C3 Heavy Commercial to C(P) Planned Commercial or to a more restrictive zoning district, located at 2603 & 2605 Hope Mills Road; submitted by Ted Hill on behalf of Hillside Landscape Supplies, Inc. (owner). (Hope Mills).

Development & Planning Administrator McLaughlin presented Case P18-45 commenting the bulk of the oddly shaped lot is located in the rear of an existing TLC Car Wash.

Mayor Warner opened the public hearing for Case P18-45 at 7:48 p.m.

Mayor Warner called for comments for or against Case P18-45. There were none.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to close the public hearing for Case P18-45.

Mayor Warner closed the public hearing at 7:49 p.m.

Commissioner Bellflowers inquired whether C2(P) zoning was an option for Case P18-45. Development & Planning Administrator McLaughlin responded C2(P) zoning was an option but the Southwest Cumberland Land Use Plan called for heavy commercial and urban in the particular area.

Commissioner Edwards moved to approve Case P18-45 rezoning from R6 Residential and C3 Heavy Commercial to C(P) Planned Commercial and the motion failed with 4 voting against.

Motion made by Commissioner Bellflowers and carried 4 to 1, with Commissioner Edwards voting against, to deny Case P18-45 rezoning from R6 Residential & C3 Heavy Commercial to C(P) Planned Commercial and approve the rezoning from R6 Residential

to C2(P) Planned Service and Retail; and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2014) which recommends strip commercial along Hope Mills Road and is consistent with the location criteria for like commercial in the Land Use Policies Plan, and further find the approval of C2(P) is reasonable and in the public interest because the district recommended will restrict the allowable uses to those in harmony with the existing commercial uses in the area allowing the heavy commercial, that would not be compatible with the remaining residential zoned properties.

4. PUBLIC COMMENTS.

Ms. Elizabeth Cooper, 4413 Golden Rod Ct., Parkton, NC, inquired as to why only the Mayor and Commissioners Bellflowers and Edwards attended Ethics training earlier in the year. Ms. Cooper expressed her concern for the Board allocating money for Parks & Recreation programs only to pass them off to the County.

5. CONSENT AGENDA:

- a. Consideration of Approval of the Minutes from the October 22, 2018 Regular Meeting.
- b. Consideration of Approval of the Minutes from the June 11, 2018, October 8, 2018, October 22, 2018 and November 5, 2018 closed sessions.
- c. Consideration of Purchasing a Crack Sealer for the Streets Department from Sherwin Industries, Inc. for the amount of \$39,100.00 plus applicable taxes. This item is included in current budget.
- d. Consideration of Contracts for Five Roof Repairs to Parks & Recreation Facilities Damaged by Hurricane Florence amounting to \$87,345.00 and being Provided by Danny Odom Roofing. Insurance will cover most of the repairs and the rest will be submitted to FEMA for reimbursement.
- e. Consideration to Accept the November, 2018 Financial Statements.

“END OF CONSENT AGENDA”

Motion made by Commissioner Legge and carried unanimously, to approve the consent agenda as read.

6. OLD BUSINESS:

- a. Discussion of External Investigation Request.

Town Attorney Hartzog commented the NC League of Municipalities informed him an external investigation is not something they would fund as it does not present an issue of liability. The League has offered to compile a list of names of investigators. Town Attorney Hartzog remarked the process would not be lengthy or costly as it would simply require interviewing Board members and Town staff and reviewing documents. Attorney Hartzog commented he will supply the list of names at the January 7, 2018 regular meeting.

- b. Discussion of Dates to meet with the Historic Preservation Commission at the Parrish House in January; as requested by Commissioner Mitchell.

Commissioner Bellflowers inquired if the Board may tour the museum site after viewing the Parrish House.

The consensus of the Board was to meet with the Historic Preservation Commission at the Parrish House on Thursday, January 10, 2018 at 3:00 p.m. and tour the museum property after. The Special Meeting will be open to the public.

- c. Discussion of Parks & Recreation Department & Golf Course Property; as requested by Commissioners Larson.

Commissioner Larson read excerpts of articles pertaining to the Parks & Recreation Department and Golf Course Property. Commissioner Larson inquired whether the Town is in negotiations with the County to relinquish our Parks & Recreation Department. Town Manager Adams responded she met with the County Manager to begin a due diligence period. The Town is factfinding to explore the possibility of future partnerships with other entities.

Commissioner Larson continued to read excerpts of articles in an effort to clear misinformation the public has about the Town's Parks & Recreation Department and projects.

7. NEW BUSINESS:

1. Consideration of an Annexation Petition and Adoption of a Resolution Instructing the Town Clerk to Investigate the Sufficiency.

Motion made by Commissioner Bellflowers and carried unanimously, to adopt Resolution 2018-26 Deaver Circle Apartments Phase II annexation directing the Clerk to investigate the sufficiency.

2. **Case No. 18-103.** Consideration of the Circle K – R&R 2723046; C(P) Site Plan Review; Hope Mills Zoning & Subdivision Ordinance; Zoned: C(P); Acreage: 4.31 ac. +/-; Located at 674 & 730 Chicken Foot Road (SR 2252); submitted by

Circle K – Andy Priolo (Developer) and Timmons Group – Rick Baker (Engineer). (Hope Mills).

Development & Planning Administrator McLaughlin presented Case No. 18-103 commenting the applicant is proposing to demolish the existing structure and rebuild a new Circle K gas station which also includes the development of an adjacent commercially zoned parcel. The unimproved portion of Corporation Drive adjacent to this development will be improved as a part of this proposal.

Motion made by Mayor Pro Tem Mitchell and carried unanimously, to approve Case No. 18-103 Circle K – R&R 2723046; C(P) Site Plan Review; Hope Mills Zoning & Subdivision Ordinance; Zoned: C(P); Acreage: 4.31 ac. +/-; Located at 674 & 730 Chicken Foot Road (SR 2252); submitted by Circle K – Andy Priolo (Developer) and Timmons Group – Rick Baker (Engineer). (Hope Mills).

3. Discussion and Consideration to Schedule a Workshop with a Representative from the NCDOT – Division of Highways, District Engineer, Division Six, District Two regarding the flooding issue of the C. Wayne Collier Elementary School areas: Rockfish Road; Deaver Circle; and Sommer Drive public roadway areas; as requested by Commissioner Bellflowers.

Town Manager Adams read an email from North Carolina Department of Transportation District Engineer, Richie Hines. The roadway has no existing location for water runoff but the Department of transportation is willing to meet with the Town and Cumberland County Schools to further discuss the issue.

The consensus of the Board was to direct Town Manager Adams to come up with two possible meeting dates in January for the Board of Commissioners to meet with the Department of Transportation and Cumberland County Schools.

4. Discussion and Consideration of the Revision of the Interlocal Agreement Establishing a Joint Planning Board as Approved by the Cumberland County Board of Commissioners at their November 17, 2018 meeting.

Motion made by Commissioner Larson and carried unanimously, to approve the Interlocal Agreement Establishing a Joint Planning Board as approved by the Cumberland County Board of Commissioners.

5. Discussion and approval to direct the town manager to begin the planning process to implement the Hope Mills Lake Park Phase II Improvement Plan in January 2019; as requested by Commissioner Bellflowers.

Commissioner Bellflowers commented the following items that were part of the Lake Front Park Final Master Plan but have not been completed are:

1. A picnic shelter next to the proposed kayak launch.
2. A deck and porch swings.
3. Additional educational signs.
4. Demolition of the donated house on Fountain Lane.
5. One-way gravel parking lot and reconfiguration of the current parking lot.
6. Improvement of the existing landscaping.
7. Installation of an irrigation system and sod.

Commissioner Legge inquired whether the irrigation system could be run off of the lake water. Public Works Director Sisko responded it would be feasible with the addition of a cistern pump.

Commissioner Larson commented she agrees to everything on the list with the exception of a picnic shelter.

Motion made by Commissioner Bellflowers and carried 4 to 1, with Commissioner Larson voting against, to direct the Town Manager to proceed with the remaining, abovementioned Lake Park items as designed by WithersRavenel.

8. REPORTS AND INFORMATION ITEMS:

- a. Manager's report.
 1. Phase 2 HM Lake Park - Bulkhead: Stephen Fleming with Fleming and Associates is finalizing the changes to extend the ADA access ramp into the swimming area from the kayak launch and add a stairway into the central portion of the swimming area. Associated changes are being made to the project manual. Mr. Fleming is also preparing the paperwork for the advertisement for bids.
 2. Johnson Street Sidewalk: 65% plans have been reviewed by NCDOT and red line changes have been forwarded to McGill Engineering to implement changes in the 90% drawings. First engineering reimbursement has been received from NCDOT.
 3. Rockfish Road Sidewalk: The McGill Engineering and NCDOT field changes have been approved. A request was sent to McGill Engineering to restart project at the earliest possible date.
 4. New museum location: Public Works staff has removed ceiling stippling and will continue sanding and skimming as time allows. We are in the process of finding an architect to design the ADA requirements for the building.
 5. Parks & Rec building duct project: Roof drain line has been insulated. Once the sheetrock/drywall repair has been completed, the new carpet will be installed. We

are hopeful that Parks & Recreation staff will be moving back in after the Christmas Holiday.

6. Dam: Public Works Director Don Sisko conducted a gate exercise on December 12th. Schnabel Engineering to schedule the next inspection on the dam in January. Lake to be lowered for resident's maintenance period, per the Lake Advisory Committee sometime in January, dates are to be determined.
7. Golf Course: Public Works staff has begun to remove hanging branches and downed trees and repairs to the cart paths. Waiting on direction from our meeting with McAdams, scheduled for tomorrow, Tuesday, December 18th to move forward with driveway access and parking. We are currently reaching out to NCDOT to inquire if there is a requirement for a turning lane.
8. Proposed Gary Dove Memorial Building at Brower Park: We are currently reworking the design that was received from Duneland Signs. As soon as we have a tentative date for completion, staff will begin coordinating with the family to schedule an unveiling.
9. Public Works is continuing to collect limb and tree piles for Hurricane Florence removal. The contractor began removing debris from the golf course on December 11th. Currently, the knuckleboom truck is out of service for hydraulic lines. Public Works staff will establish an end date for collection and make one more storm debris pass when the truck is back in service. Date TBD.
10. Property donated to the Town by Ms. Brenda Jernigan: The preliminary survey plat has been reviewed and returned to 4D Site Solutions with our request for them to record. The preliminary plat has been sent to Tom Keith Associates and they are working to finalize the appraisal paperwork. The Real Estate Attorney that has been engaged has indicated we should have the closing on the property by the end of December.
11. We have been experiencing problems with the phone system at Town Hall, and have been without voicemail for about a week. The phone system will be down tomorrow, as they will be working to make the repairs.

b. Reminders.

- **December 24 through 26, 2018 - Town Offices Closed for Christmas Holiday.**
- **January 1, 2019 - Town Offices Closed for New Year's Holiday.**
- January 7, 2019 - Festival Committee 6:00 p.m. regular meeting.
- January 7, 2019 - Board of Commissioners 7:00 p.m. regular meeting.

c. Department Monthly Reports.

- Fire Department, October and November, 2018
- Police Department, October and November, 2018
- Inspections Department, October and November, 2018
- Parks & Recreation, October and November, 2018

- Stormwater Department, October and November, 2018
- Public Works Department, October and November, 2018
 - Sanitation
 - Service Garage
 - Buildings & Grounds
 - Street

10. STAFF COMMENTS.

Town Clerk Starling commented Commissioner Larson supplied her with a calendar from FAMPO concerning Air Quality Awareness. Information regarding the 2019 Air Quality Poster Contest encouraging Cumberland County students' grades K-5 to submit a picture was requested to be added to the Towns website.

Town Manager Adams commented all committee meetings for the remainder of the year were cancelled due to the holidays.

Town Attorney Hartzog apologized for his tardiness.

11. OFFICIAL COMMENTS.

Commissioner Legge inquired on a tentative date for the unveiling of the Gary Dove Memorial Building sign. Commissioner Legge thanked the Fire Department for their hospitality during their annual Christmas dinner and wished everyone a Merry Christmas and a Happy New Year.

Commissioner Larson thanked the Fire Department for hosting Breakfast with Santa and wished everyone a Merry Christmas.

Commissioner Bellflowers requested Town Manager Adams inquire if the McAdams Group could construct a map of the Golf Course featuring the proposed walking trails.

Commissioner Edwards wished everyone a Happy Holiday.

Mayor Pro Tem Mitchell briefly reported on the Historic Preservation Commission Meeting. Mayor Pro Tem Mitchell wished everyone a Merry Christmas and requested harmony among our community.

Mayor Warner commented in hope that everyone can come together in the new year and wished everyone a Merry Christmas.

12. ADJOURNMENT.

Motion made by Commissioner Legge and carried unanimously, to adjourn the meeting.

Mayor Warner adjourned the meeting at 9:14 p.m.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC
Town Clerk

DRAFT

TAB 6

**TOWN OF HOPE MILLS
BOARD OF COMMISSIONERS SPECIAL MEETING MINUTES
THURSDAY, DECEMBER 20, 2018 5:00 P.M.
WILLIAM F. "BILL" LUTHER, JR. AND DORIS LUTHER MEETING ROOM**

Mayor Jackie Warner called the special meeting of the Hope Mills Board of Commissioners to order on Thursday, December 20, 2018 at 5:00 p.m.

GOVERNING BOARD MEMBERS PRESENT

Mayor Jackie Warner, Mayor Pro Tem Mike Mitchell, Commissioners Jessie Bellflowers, Pat Edwards, Meg Larson, and Jerry Legge.

STAFF PRESENT

Town Manager Melissa Adams, Town Clerk Jane Starling, Finance Director Drew Holland, and Police Chief Joel Acciaro.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation and the Pledge of Allegiance were led by Mayor Jackie Warner.

1. APPROVAL OF AGENDA-ADDITIONS OR DELETIONS.

Motion made by Commissioner Edwards, and passed unanimously, to approve the agenda.

2. Consideration of a Proposed Sales Tax Distribution Interlocal Agreement Commencing July 1, 2019, and Ending June 30, 2023.

Mayor Warner introduced the item and Finance Director Drew Holland expounded on the documents that were included in the agenda package. Mr. Holland commented County Commissioners are authorized by the State to choose between two methods to establish the distribution of sales tax proceeds between the County and its municipalities. Those are per capita distribution and ad valorem distribution. County Commissioners may change the method of distribution annually in the month of April. If the County were to change to the ad valorem distribution method, Hope Mills would stand to lose 1.1 million dollars based on the sales taxes collected in fiscal year 2018.

In 2002, the County stood to lose a large portion of their share of sales tax, under the per capita method, because of annexations by the City of Fayetteville. Cumberland County and the municipalities created a work group to study the impacts which was facilitated by representatives from the NC School of Government. The work group created an agreement, beginning in 2003, that 50% of sales tax gains by cities and towns from annexations would be shared with the County and other municipalities. In exchange, the County would not switch to the ad valorem distribution method. The original agreement expired on June 30, 2013 and has been extended twice. The current extension expires June 30, 2019.

The City of Fayetteville recently proposed a per capita distribution agreement that would freeze the County's share at fiscal year 2018 levels with no additional growth and over the next four years decrease the share received by the other municipalities to nothing. The County Commissioners have declined Fayetteville's proposal.

After urging from the Mayor's coalition, the County proposed a new four year agreement from fiscal year 2020 to fiscal year 2023 which is being considered tonight. In the first year, the sales tax split remains 50/50 and becomes the base amount for distributions in fiscal year 2021 through fiscal year 2023. During those next three years any growth is split between Cumberland County and all municipalities, 40% to the County and 60% to the municipalities. If sales taxes decrease the municipalities share would reduce by 60% and the County's by 40%. The County Commissioners have indicated that if their proposed agreement is not approved and signed by all the jurisdictions before January 31, 2019, the County will decide on alternatives which will result in switching to the ad valorem distribution method.

Motion made by Commissioner Bellflowers, and carried four to one, Commissioner Edwards voting against, to table the item until the January 7, 2019 regular meeting.

Mayor Warner requested that County Commissioner, Glenn Adams and County Manager, Amy Cannon be invited to attend the January 7th, Hope Mills Board of Commissioners meeting.

5. ADJOURNMENT.

Mayor Warner adjourned the meeting at 5:46 p.m.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC
Town Clerk

TAB 7



AGENDA FORM

TO: Melissa P. Adams, Town Manager

FROM: Jane G. Starling, Town Clerk

SUBJECT: Consideration of Approval of Executive Assistant/Deputy Clerk Tiffany Gillstedt attending the 2019 Clerks Certification Institute.

BACKGROUND INFORMATION:

The Clerks Certification Institute which runs for **20 days over a year** (CCI) provides instruction in subjects involving the core responsibilities of municipal and county clerks. The topics covered include the open meetings law, the public records law, ordinance authority and adoption, local government board procedures, agenda preparation, meeting minutes, public notices, oaths of office, quasi-judicial proceedings, and many others. Successful completion of the CCI satisfies the education requirements specified by the International Institute of Municipal Clerks for designation as a Certified Municipal Clerk (CMC). It also satisfies the education requirements for designation by the NC Association of Municipal Clerks as a NC Certified Municipal Clerk (NCCMC) and for designation by the NC Association of County Clerks as a NC Certified County Clerk (NCCCC). Enrollment is open to municipal and county clerks, deputy clerks, and assistant clerks, as well as to those with equivalent responsibilities in regional government entities. The classes are split into four weeks, one per quarter and each week requires four nights in a hotel. The tuition is \$2,600 and is included in the budget.

STAFF RECOMMENDATION, IF APPLICABLE :

RECOMMENDED ACTION:

Approval

FISCAL IMPACT:

Currently Budgeted Requires Budget Amendment No fiscal impact

ATTACHMENTS:

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 01/02/19
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	JGS 01/02/19

TOWN OF HOPE MILLS
TRAVEL AUTHORIZATION AND CASH ADVANCE REQUEST
TO BE COMPLETED AND SUBMITTED AT LEAST 5 DAYS PRIOR TO TRAVEL

RECEIVED
NOV 30 2018
BY:

Date of This Request November 30, 2018		Budget Account No. 10-420-1500	
Employee Name Tiffany Gillstedt	Title Deputy Town Clerk	Department Administration	
Destination UNC School of Govt 400 South Road Chapel Hill, NC 27514	Travel Date(s) Sunday, February 10, 2019	Friday, February 15, 2019	
	From: Month Day Year	To: Month Day Year	
(Mileage)		Funds Requested in Advance	
<u>\$2,600.00</u> Registration	<u>\$130.20</u> Transportation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>\$476.70</u> Lodging	<u>0.00</u> Parking	Registration	\$2,600.00
<u>\$86.60</u> Meals	<u>\$3,293.50</u> Total	Hotel	\$ 476.70
		Employee	\$ 216.80
		Amount	<u>\$3,293.50</u>
Purpose of Travel UNC School of Govt Clerks' Certification Institute			

Are funds included in Current Budget for this Travel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Mode of Transportation	
Overnight Accommodations Required ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Town-Owned Vehicle	
Name of Hotel/Motel Holiday Inn Express Chapel Hill		<input checked="" type="checkbox"/> Private Vehicle	
Government Discount <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Air	
Rate Per Night/ Person \$84.00 x 5 nights + \$56.70 tax = \$ 476.70		Other _____	
		238.90 miles x \$.545 = \$130.20	
		\$ Total Cost \$3,293.50	
Comments, Reviews:			

Approved: _____
Department Head Date

Approved: Melissa Adams 11/30/18
Town Manager Date

Appropriation Available: Drew Hollars 11/30/18
Finance Director Date

If settlement has not been made on the above advance within 15 days after completion of travel, I authorize the above amount to be deducted from my next paycheck.

Signed: Tiffany K. Gillstedt 11/30/2018
Signature of Traveler Date

Clerks' Certification Institute

Chapel Hill, NC - [Click here to register for this course offering](#)

February 11 - 15, 2019

May 6 - 10, 2019

August 26 - 30, 2019

October 21 - 25, 2019



Overview



Register



Materials



Contact



The Clerks Certification Institute which runs for **20 days over a year** (CCI) provides instruction in subjects involving the core responsibilities of municipal and county clerks. The topics covered include the open meetings law, the public records law, ordinance authority and adoption, local government board procedures, agenda preparation, meeting minutes, public notices, oaths of office, quasi-judicial proceedings, and many others. Successful completion of the CCI satisfies the

education requirements specified by the International Institute of Municipal Clerks for designation as a Certified Municipal Clerk (CMC). It also satisfies the education requirements for designation by the NC Association of Municipal Clerks as a NC Certified Municipal Clerk (NCCMC) and for designation by the NC Association of County Clerks as a NC Certified County Clerk (NCCCC). Enrollment is open to municipal and county clerks, deputy clerks, and assistant clerks, as well as to those with equivalent responsibilities in regional government entities.

Tuition is \$2600.

2019 Hotel Information:

We strongly recommend that you book all the rooms available below as it is easier to cancel a room than reserve one at the special rate.

Holiday Inn Express - Clerks Certification Course Feb.2019

A block of rooms has been set up at the Holiday Inn Express Chapel Hill with a rate of **\$84**. The rate includes a full deluxe hot breakfast and Wi-Fi. To reserve a room online click the link Clerks

Certification Course. To reserve a room by phone call the hotel at

919 489 755 and provide the name "Clerks Certification". In order to receive the discounted rate reservations must be made no later than January 22, 2019.

Hampton Inn & Suites - Clerks Certification Course Feb.2019

A block of rooms has been set up at the Hampton Inn & Suites Chapel Hill with a rate of **\$84**. The rate includes a full deluxe hot breakfast and Wi-Fi. To reserve a room online visit chapelhillsuites.hamptoninn.com and use **Group Code C19**. To reserve a room by phone call the hotel at 919 403 8700, press 0 and provide the name "Clerks Certification". In order to receive the discounted rate reservations must be made no later than January 22, 2019.

Fairfield Inn & Suites Durham Southpoint \$80/per night

At the Fairfield Inn & Suites Durham/Southpoint the group rate includes high speed Wi-Fi, a daily Hot Breakfast Buffet, and onsite parking. The hotel is complete with an onsite lounge and bar that is open until 10:00pm, indoor pool, and extensive fitness center. Its location is within walking distance to the area's renowned Streets at Southpoint with shopping/dining and a shuttle that is available until 9:00pm (M-F) and until 6:00pm (Sat.-Sun.)

UNC SOG: Clerks Certification Course February 2019

Start date: 2/10/19

End date: 2/15/19

Last day to book: 1/21/19

Book your group rate for UNC SOG: Clerks Certification Course February '19

Fairfield Inn & Suites Durham Southpoint \$80/per night

At the Fairfield Inn & Suites Durham/Southpoint the group rate includes high speed Wi-Fi, a daily Hot Breakfast Buffet, and onsite parking. The hotel is complete with an onsite lounge and bar that is open until 10:00pm, indoor pool, and extensive fitness center. Its location is within walking distance to the area's renowned Streets at Southpoint with shopping/dining and a shuttle that is available until 9:00pm (M-F) and until 6:00pm (Sat.-Sun.)

February_ HYATT PLACE CHAPEL HILL/SOUTHERN VILLAGE:

Call In Reservations: Call 919-929-9511 and request the "2019 Clerks Certification February" group rate of **\$75/night**, valid for the dates of February 10-15, 2019.

Website: To book direct guests can also visit https://www.hyatt.com/en-US/hotel/north-carolina/hyatt-place-chapel-hill-southern-village/rduzc?corp_id=G-CLRF. The Corporate/Group Code is: G-CLRF

Last Day for Reservations: I've set the cutoff date to make reservations as January 25, 2019.

UNC SOG: Clerks Certification Course May '19

Fairfield Inn and Suites (Southpoint)

Start date: 5/5/19

End date: 5/10/19

Last day to book: 4/15/19

Book your group rate for UNC SOG: Clerks Certification Course May '19

Holiday Inn Express - Clerks Certification Course May 2019

A block of rooms has been set up at the Holiday Inn Express Chapel Hill with a rate of \$84. The rate includes a full deluxe hot breakfast and Wi-Fi. To reserve a room online click the link Clerks Certification Course. To reserve a room by phone call the hotel at 919-489-7555 and provide the name "Clerks Certification". In order to receive the discounted rate reservations must be made no later than April 15, 2019.

Hampton Inn & Suites - Clerks Certification Course May 2019

A block of rooms has been set up at the Hampton Inn & Suites Chapel Hill with a rate of \$84. The rate includes a full deluxe hot breakfast and Wi-Fi. To reserve a room online visit **chapelhillsuites.hamptoninn.com** and use **Group Code M19**. To reserve a room by phone call the hotel at 919-403-8700, press 0 and provide the name "Clerks Certification". In order to receive the discounted rate **reservations must be made no later than April 15, 2019**.

May: HYATT PLACE CHAPEL HILL/SOUTHERN VILLAGE:

Call In Reservations: Call 919-929-9511 and request the "2019 Clerks Certification May" group rate of **\$99/night**, valid for the dates of May 5-10, 2019.

Website: To book direct guests can also visit https://www.hyatt.com/en-US/hotel/north-carolina/hyatt-place-chapel-hill-southern-village/rduzc?corp_id=G-CLRM. The Corporate/Group Code is: G-CLRM

Last Day for Reservations: I've set the cutoff date to make reservations as January 25, 2019.

****Please communicate this as the deadline to your guests, as they will not be able to make reservations after this date in the group block.**

Scholarship Information

Local Government Federal Credit Union

The Local Government Federal Credit Union offers scholarships to local government employees to apply towards tuition for conferences, classes, and seminars offered by the School of Government. There are five deadlines to submit applications: March 1, June 1, September 1 and December 1.

Visit the LGFCU website for more information and to submit an application.

Additional information

Certification Details:

To receive the CMC, NCCCC, or NCCMC designation, participants must meet specific criteria established by IIMC, the NC Association of County Clerks, the Boards of County Commissioners, or the NC Association of Municipal Clerks, respectively.

Other students may be enrolled at the course director's discretion if space permits.

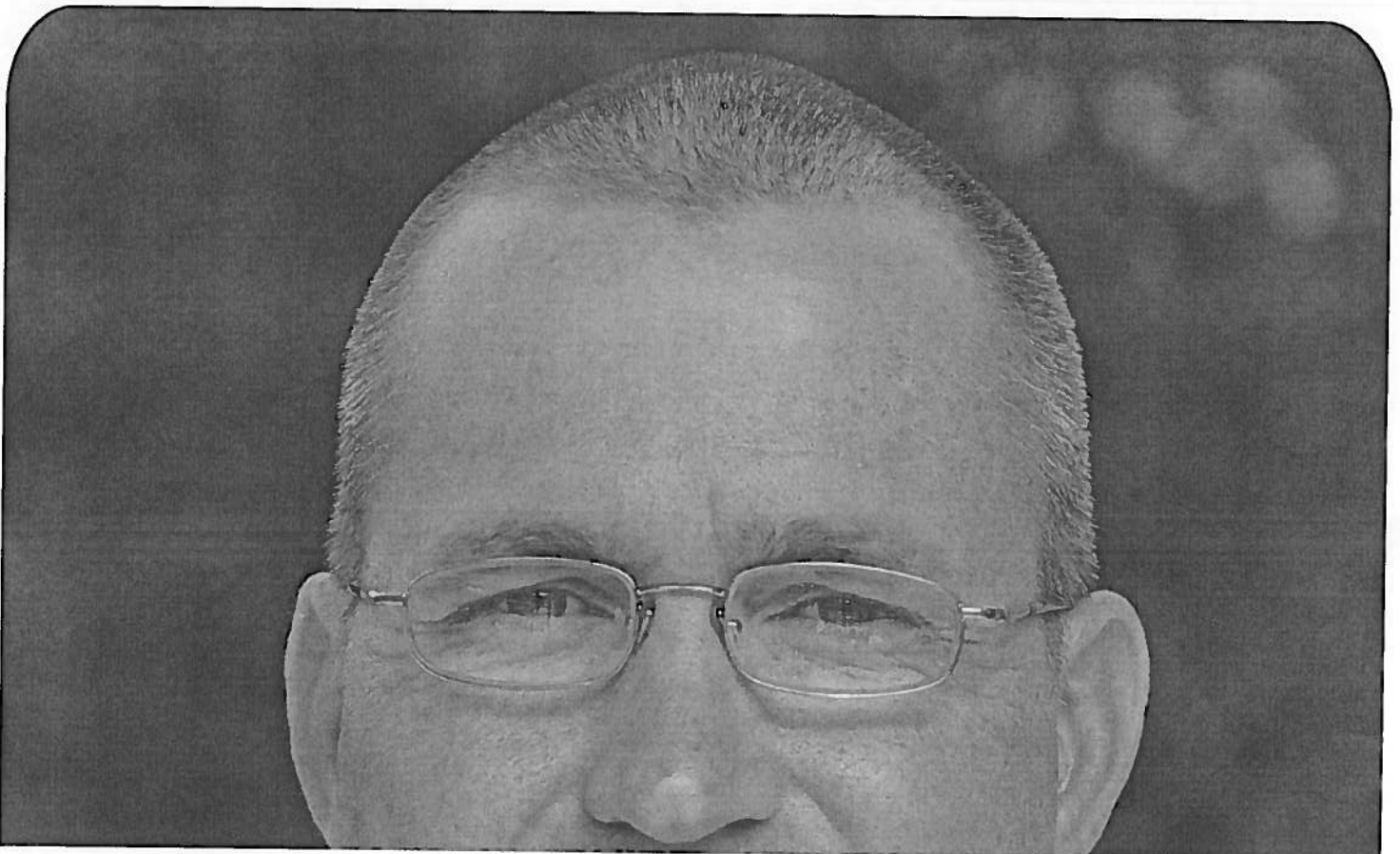
Teaching methods include lecture, case studies, group work, and out-of-class assignments. A passing score on all examinations, successful completion of all homework assignments, and fulfillment of all attendance requirements outlined in the Attendance Policy are required for successful completion of the Certification Institute.

Completion of Certification Institute fulfills the education requirement for designation as a CMC by the International Institute of Municipal Clerks as well as a major part of the requirements for designation as an NCCCC or NCCMC by the respective state clerks association.

A passing score on all examinations, successful completion of all homework assignments, and fulfillment of all attendance requirements outlined in the Attendance Policy are required for successful completion of the Certification Institute.

Completion of Certification Institute fulfills the education requirement for designation as a CMC by the International Institute of Municipal Clerks and a major part of the requirements for designation as an NCCCC or NCCMC by the respective state assoc.

LEAD FACULTY



TAB 8



AGENDA FORM

TO: Melissa Adams, Town Manager
FROM: Drew Holland, Finance Director
SUBJECT: Budget Amendment for Insurance Proceeds

BACKGROUND INFORMATION:

The Police Department has had a few insurance claims this year with insurance proceeds totaling \$11,975.

STAFF RECOMMENDATION, IF APPLICABLE

Accept insurance proceeds and approve budget amendment #2 for \$11,975

RECOMMENDED ACTION:

Same as above

FISCAL IMPACT:

Addition of \$11,975 to the General Fund

ATTACHMENTS:

BA #2

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 01/03/19
Finance Director	DH 01/03/19
Town Attorney	
Department Head (s)	
Town Clerk	JGS 01/03/19

Town of Hope Mills, North Carolina
Budget Ordinance Amendment
Fiscal Year 2018-2019
Amendment #2

BE IT ORDAINED by the Board of Commissioners of the Town of Hope Mills, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

<u>Account</u>		<u>Decrease</u>	<u>Increase</u>
Vehicle Maintenance	10-510-4060	-	11,975.00
		\$ -	\$ 11,975.00
		\$ -	\$ 11,975.00

This will result in a net increase of \$11,975 in the appropriations of the General Fund. To provide the additional revenue for the above, the following revenues will be increased.

<u>Account</u>		<u>Decrease</u>	<u>Increase</u>
Insurance Proceeds	10-3940	-	11,975.00
		\$ -	\$ 11,975.00
		\$ -	\$ 11,975.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board of Commissioners, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 7th day of January 2019.

 Jackie Warner, Mayor

Attest:

 Jane G. Starling, Town Clerk

TAB 9



AGENDA FORM

TO: Melissa P. Adams, Town Manager
FROM: Jane G. Starling, Town Clerk
SUBJECT: Consideration of Resolution No. 2019-01 Fixing a Public Hearing Date for Annexation 2018-03, Deaver Phase II.

BACKGROUND INFORMATION:

A petition requesting annexation of a contiguous annexation was received on December 12, 2018 by the Hope Mills Board of Commissioners for 2.95 acres, property of Nicholas Harrell; and on December 17th the Board of Commissioners adopted Resolution 2018-26 instructing the Town Clerk to investigate the sufficiency of the petition. The Certificate of Sufficiency has been completed.

A resolution fixing the date of the public hearing is required.

STAFF RECOMMENDATION, IF APPLICABLE :

RECOMMENDED ACTION:

Motion to approve Resolution No. 2019-01 Fixing Date of Public Hearing for 7:00 p.m. January 22, 2018.

FISCAL IMPACT:

Currently Budgeted Requires Budget Amendment No fiscal impact

ATTACHMENTS:

Resolution 2019-01

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 01/02/19
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	JGS 01/2/19

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO G .S. 160A-31
RESOLUTION NO. 2019-01**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Hope Mills, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Town Hall, 5770 Rockfish Road, Bill Luther Board Meeting Room #120, at 7:00 p.m., January 22, 2019

Section 2. The area proposed for annexation is described as follows:

**Deaver Circle Apartments Legal Description
Rockfish Township
Cumberland County, North Carolina**

The following described tract of land lies on the eastern side of Deaver Circle in the Rockfish Township and being the deed recorded in Deed Book 10373, Page 62 of the Cumberland County, North Carolina registry, and is more fully described as follows:

Lots 13 through 22

Beginning at an existing 1/2" iron rod on the eastern right-of-way margin of Deaver Circle Road, also being the southwestern corner of Lot 13, and running thence with said right-of-way margin **N04°16'02"E 1,000.86** feet to an existing 1 1/2" pinched iron pipe; thence leaving said right-of-way margin and running with the northern line of Lot 22 as recorded in Plat Book 22, Page 71 of the Cumberland County Registry, **S80°23'43"E 128.28** feet to an existing 1" iron pipe, also being the northeastern corner of Lot 22; thence with the eastern line of Lot 22 **S03°49'22"W 100.73** feet to an existing 1/2" rebar; thence continuing with the eastern line of Lots 21 through 13, as recorded in Plat Book 22, Page 71 **S04°16'02"W 899.58** feet to an existing 1/2" rebar, also being the southeastern corner of Lot 13; thence with the southern line of Lot 13 **N80°40'41"W 129.01** feet to the **Point of Beginning**, said tract of land containing 2.95 acres, more or less.

Section 3. Notice of the public hearing shall be published in the Fayetteville Observer, a newspaper having general circulation in the Town of Hope Mills, at least ten (10) days prior to the date of the public hearing.

ADOPTED this 7th day of January, 2019.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC
Town Clerk

TAB 10



AGENDA FORM

TO: Honorable Mayor and Board of Commissioners

FROM: Melissa P. Adams, Town Manager

SUBJECT: Consideration of Commissioner’s Proposed Budget Items for Discussion at 2019 Budget Retreat and Scheduling a Date for 2019 Budget Retreat

BACKGROUND INFORMATION:

It is requested that any proposed budgetary items that you wish to have discussed at the 2019 Budget Retreat be sent to Town Clerk Jane Starling by Friday, January 25th. That will give staff enough time to research the proposed projects for discussion.

In addition, for the past couple of years, the Town of Hope Mills Board of Commissioners and Department Heads have held the Annual Budget Retreat on the first Saturday in March. I would like to respectfully ask if the Board would consider holding this year’s Budget Retreat on Friday, March 1st. We normally meet from approximately 8:30 a.m. until 2:30 p.m. – 3:00 p.m. with a lunch break.

RECOMMENDED ACTION:

FISCAL IMPACT:

N/A

ATTACHMENTS:

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 01/02/19
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	JGS 01/02/19

TAB 11



AGENDA FORM

TO: Melissa Adams, Town Manager
FROM: Drew Holland, Finance Director
SUBJECT: New Town-Wide Phone System

BACKGROUND INFORMATION:

The Town is in need of replacing its current phone system. The voice mail is not working and to fix it is cost prohibitive based on the age of the system. We were hoping to have the new phone system as part of the next fiscal year budget, but we need to go ahead and replace it now. We have asked Century Link, our current phone provider, (we will receive by Monday) for a bid and VC3, a phone service provider that the NC League of Municipalities has recommended. We would like to recommend the new provider, VC3 as the Town’s new phone system provider. The system would cost \$15,358.97 for purchase and install and then \$1,075.50 per month for ongoing service.

STAFF RECOMMENDATION, IF APPLICABLE

Approve Town Manager to sign contract with VC3 for town-wide phone service and budget amendment #3 for \$15,400

RECOMMENDED ACTION:

Same as above

FISCAL IMPACT:

Addition of \$15,400 to the General Fund

ATTACHMENTS:

Phone Service Contract
 Budget Amendment #3

This agenda form has been reviewed by:	Initial & Date
Town Manager	MA 1/03/19
Finance Director	DH 1/03/19
Town Attorney	
Department Head (s)	
Town Clerk	JGS 1/3/19



VC3

Assess | Improve | Manage
Information Technology

Town of Hope Mills
VC3 Voice Advantage Solution
Town Hardware Purchase

Work Order Number: 2499504

Master Services Agreement Dated: TBD

Effective Date of Work Order: 1/3/2019

Account Executive: Kathleen Hall

Alabama / Florida / Georgia / North Carolina / South Carolina / Vermont / Virginia / Tennessee
1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

1. Overview of Work Order

This Work Order No. ____ is part of and incorporated into the Master Services Agreement referenced above between Customer and VC3, Inc. (the "Agreement") and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control unless this Work Order specifically states that a particular term and condition of the Agreement is being amended for the purposes of this Work Order.

2. Summary of Scope and Services and Fees

2.1 VC3 will provide the following services for Customer under this Work Order (the "Services") for the following fees:

Initial Installation / Deployment Costs	Qty	Unit Cost	Extended Cost
Hardware			
<i>Juniper SRX320/w-JSB</i>	0	\$743.55	\$0.00
<i>Juniper SRX 5 Year Support</i>	0	\$439.88	\$0.00
Polycom			
<i>Polycom VVX 311</i>	49	\$158.78	\$7,780.22
<i>Polycom VVX 411</i>	0	\$216.78	\$0.00
<i>Polycom VVX 601</i>	0	\$347.28	\$0.00
<i>Polycom VVX Color Side Car</i>	1	\$218.75	\$218.75
Wireless			
<i>Panasonic TGP500</i>	1	\$210.00	\$210.00
<i>Panasonic TPA50</i>	0	\$87.50	\$0.00
Headsets			
<i>Wireless Plantronics CS540 Earset</i>	0	\$225.98	\$0.00
<i>Plantronics (EHS) Polycom Unified IP Phones</i>	0	\$60.76	\$0.00
PoE Switches			
<i>Juniper 12 Port Switch</i>	0	\$829.30	\$0.00
<i>Juniper 24 Port Switch</i>	0	\$1,137.83	\$0.00
<i>Juniper 48 Port Switch</i>	0	\$1,969.31	\$0.00
Professional Services			\$7,150.00
Total One Time Costs			\$15,358.97

Package Description & Additional items	Qty	Unit MRC	Total MRC	Unit NRC	Total NRC
VoiceAdvantage User	49	\$19.50	\$955.50	\$0.00	\$0.00
VoiceAdvantage User w/ VVX311	0	\$23.38	\$0.00	\$0.00	\$0.00
VoiceAdvantage User w/ VVX411	0	\$24.79	\$0.00	\$0.00	\$0.00
VoiceAdvantage User w/ Side Car	0	\$30.13	\$0.00	\$0.00	\$0.00
VoiceAdvantage User w/ VVX601	0	\$27.98	\$0.00	\$0.00	\$0.00
VoiceAdvantage User w/ Conf Phone	0	\$35.67	\$0.00	\$0.00	\$0.00
Other Options					
Voice Mail Only / Forwarding User	0	\$5.00	\$0.00	\$0.00	\$0.00
Virtual Fax (500 Pages Included)	6	\$20.00	\$120.00	\$0.00	\$0.00
Hosted Fax Adapter (500 Pages Included)	0	\$25.00	\$0.00	\$0.00	\$0.00
User Addons					
Call Center Agent	0	\$10.00	\$0.00	\$100.00	\$0.00
Call Recording	0	\$10.00	\$0.00	\$50.00	\$0.00

DID and Toll Free DID					
<i>Additional Local DID</i>	0	\$0.50	\$0.00	\$0.00	\$0.00
<i>Toll-Free DID</i>	0	\$3.00	\$0.00	\$0.00	\$0.00
<i>DID Port</i>	10	\$0.00	\$0.00	\$18.00	\$180.00
Long Distance					
<i>Toll Free Minutes</i>	0	\$0.040	\$0.00	\$0.00	\$0.00
<i>Toll Free overage charge per minute</i>	0	\$0.050	\$0.00	\$0.00	\$0.00
<i>Faxing Overage Per Page</i>	0	\$0.050	\$0.00	\$0.00	\$0.00
Total Monthly Service			\$1,075.50		

2.2 A detailed description of all of VC3's **VoiceAdvantage** service offerings is set forth in Section 2.1 of this Work Order, which includes the above Services Customer is initially subscribing to purchase as of the Effective Date of this Work Order.

2.3 Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which VC3 is billed that are passed through to the Customer (collectively, "Fraudulent Calls"). Customer shall not be excused from paying VC3 for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. In the event VC3 discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), VC3 shall immediately notify Customer. Notwithstanding the foregoing, nothing contained herein shall prohibit VC3 from taking immediate action (within one (1) hour of VC3 first attempt to notify Customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.

2.4 Prior to cut-over, VC3 will temporarily install a monitoring device to confirm sufficient internet integrity. If this test for quality of service does not meet the minimum requirements, Customer will be responsible for resolving any network latency or quality of service issues prior to VC3 implementing the VoiceAdvantage solution. Minimum requirements are based on the number of concurrent off-net calls at each location at 64kbps per call.

3. Term

3.1 This Work Order shall begin and become effective on the Effective Date set forth above and shall continue for an initial term of 60 full calendar months from the date of the first invoice, thereafter (the "Initial Term"). The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

3.2 In the event of the termination of this Work Order (other than by Customer for material breach of VC3 in accordance with Section 3 of the Agreement), Customer shall pay VC3 100% of the monthly recurring charges for each month left in the Initial Term or applicable Renewal Term.

4. Required Equipment

4.1 The equipment required for Customer to utilize the Services is detailed in Section 2.1 of this Work Order. VC3 shall have the right to notify Customer of any changes to or additions to any required equipment necessary to utilize the Services.

4.2 For leased equipment, VC3 will provide replacement components for failures that occur as a result of internal equipment defects or end of life failure. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire or flood damage).

5. Other Terms

- 5.1 VC3 may from time to time suspend Service for routine maintenance or rearrangement. VC3 will give Customer a minimum of three (3) business days advance notification (via phone or email) of such maintenance and VC3 shall use commercially reasonable efforts to ensure that such maintenance shall not interrupt service to Customer and shall be performed between the hours of 11:30 PM to 6:00 AM est time, except in cases where emergency maintenance is necessary and unavoidable. VC3 may amend or modify Services provided such modifications do not materially effect, interrupt, or increase the cost of such Services with twenty (20) days written notice to Customer. In the event of a need for emergency repairs as much notice as practicable will be given. Both parties shall provide the other party (and revise as necessary) a list of contacts for maintenance and escalation purposes. VC3 will maintain a point-of contact for Customer to report a degradation or interruption in Service ("Service Outage") to VC3 twenty-four (24) hours a day, seven (7) days a week. When Customer believes that a Service Outage has occurred, Customer must contact VC3's Network Operations Center ("NOC") at **800-787-1160** to identify the Service degradation and initiate an investigation of the cause of the Service Outage ("Trouble Ticket"). If VC3 becomes aware of a service degradation, VC3 will contact Customer to determine whether a Trouble Ticket should be initiated. Once the Trouble Ticket has been opened, the appropriate VC3 personnel will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, VC3 and Customer will cooperate to restore Service. A Service Outage ends when the affected Service is fully operative. In the event of a Service failure or outage, VC3 agrees to use commercially reasonable efforts to have repair personnel working to restore the affected Services within six (6) hours after receiving notification of the outage or failure by the Customer, or when first noticed by the VC3.
- 5.2 Customer is wholly responsible for any and all E911 changes. VC3 hereby notifies Customer as follows:
- (a) 9-1-1 emergency calls will be routed ONLY to the address reflected on the applicable customer service order, and that in the event of a failure of the Services 9-1-1 emergency calls may not be completed successfully, and
 - (b) Customer is solely responsible for ensuring that its premise equipment is functional and that power is available to such premise equipment.
 - (c) Custom is responsible for notifying VC3 of any relocation of devices that result in a change of street address.
- 5.3 VC3 SPECIFICALLY ADVISES CUSTOMER OF THE FOLLOWING CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE THROUGH THE INTERCONNECTED VOIP SERVICE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO TRADITIONAL E911 SERVICES:
- (a) If the physical telephone is moved to another address other than the address that is on file with VC3.
Customer acknowledges having received and understood the advisory described in this Section 5.2.
- 5.4 If any government statute or regulation or order by a court of law or regulatory authority directly (a) prohibits performance under this Work Order, (b) makes such performance illegal, impossible or impractical, or (c) effects a change which has a material adverse impact upon either party's performance of its obligations under this Work Order, then the parties will use all reasonable efforts, to either (1) revise or amend such conflicting statute or regulation or order by a court of law or regulatory authority or (2) revise this Work Order (a) so that performance under this Work Order is no longer prohibited, illegal, impossible or is no longer impacted in a material adverse fashion, and (b) in a manner that preserves, to the maximum extent possible, the respective original intent of the parties. Each party will endeavor to provide reasonable notice to the other party as to any proposed law, regulations or any regulatory proceedings or actions that could affect the rights and obligations of the parties under this Work Order. If the parties are unable to revise this Work Order in accordance with the above, then the party whose performance is rendered prohibited, illegal, impossible, impractical or is impacted in a material adverse manner shall have the right to, at its sole discretion, to cease performance of any such obligations or Services that are so prohibited, impossible, impractical or material and adversely affected without further obligation or liability upon thirty (30) days' prior written notice to the other party (or less if required by law). The parties will continue to perform all such obligations and Services under this Work Order that are not so prohibited, impossible, impractical or material and adversely affected; provided if a material part of the rights and obligations under this Work Order are suspended in accordance with the above and the performance of the remaining obligations would not reasonably maintain the respective original intent of the parties or would not serve the essential purpose of this Work Order, then either party shall have the right, at its sole discretion, to terminate this Work Order without further obligation or liability upon thirty (30) days' written notice to the other party.
- 5.5 This Work Order is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies. It is agreed that each party shall obtain, file, and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by any governmental body or agency having jurisdiction over its business.

5.6 VC3 will supply the necessary qualified resources to remotely manage and support the telephony services specified in this work order on a 24x7 basis. Add/edit/delete activities for telephony accounts will be provided during the hours of 8 am to 5 pm EST, Monday through Friday, excluding holidays.

5.7 Directory Listing & Directory Assistance (DL/DA) is a service that provides one simple listing per telephone number service address (only one number per address is allowed). A simple listing is one non-bolded, basic listing published via the geographically relevant directory publisher. This service also includes availability of the number via Directory Assistance providers (aka 411). VC3 will make a best effort attempt to have numbers published with a relevant directory publisher, but cannot guarantee how individual publishers publish the data.

5.8 VC3 will provide up to 500 minutes of nation wide calling per user each month. If the aggregate amount for all of a customer's users is exceeded additional charges may apply.

6. Invoicing

VC3 will invoice Customer per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice. Customer may reduce VoiceAdvantage Seat count to no less than 75% of contracted amount. Unit rates will increase 3% annually on the anniversary of the Effective Services Start Date.

Table B

Total Fees	Recurring Fees	One-Time Fees
Monthly VoiceAdvantage service fee	\$ 1,075.50	
Toll Free overage Charge per minute	\$ 0.050	
Faxing Overage Per Page	\$ 0.050	
Hardware		\$ 8,208.97
Professional Services		\$ 7,150.00
Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	Services invoiced at the signing of Work Order.	\$ 7,150.00
Product Ordering	100% of hardware and maintenance at time of ordering	\$ 8,208.97
Total		\$ 15,358.97

VC3, Inc.

Name: _____

Title: _____

Date: _____

Town of Hope Mills

Name: _____

Title: _____

Date: _____

Dear Town of Hope Mills

As an important customer to VC3, Inc., we would like to invite you to participate in our new automated ACH payment program. In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. The ACH Payment program has proven to be an efficient and cost effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have five business days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 5 day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to

Sincerely,

VC3, Inc.

ACH Payment Authorization Agreement

Company Name: Town of Hope Mills

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ **State:** _____ **Zip:** _____

Routing Number: _____

Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Remittance Contact: _____

Contact Email: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____, 2018 (the "Effective Date"), between VC3, Inc., a South Carolina corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Town of Hope Mills, a municipality having its principal place of business at 5770 Rockfish Road, Hope Mills, NC 28348 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [] under the Master Services Agreement, dated []."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours

charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions.

This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms

used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client

will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was

known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential**

Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 Notice Obligation; Remedy. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any

of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.

6.3 UNDER NO CIRCUMSTANCES

SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if

pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the

indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 Conflict. Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of North Carolina without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in North Carolina, as permitted by law. The state and federal courts located in North Carolina shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition

to any and all remedies available at law.

8.7 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.8 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.9 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.10 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.11 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the

limits of applicable law or applicable court decisions.

8.12 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.13 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.14 **This section intentionally left blank.**

8.15 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.16 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.17 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: _____

Title: _____

Town of Hope Mills:

By: _____

Name: _____

Title: _____

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 151.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 146.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 136.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 136.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 130.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 91.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 167.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Town of Hope Mills, North Carolina
Budget Ordinance Amendment
Fiscal Year 2018-2019
Amendment #3

BE IT ORDAINED by the Board of Commissioners of the Town of Hope Mills, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

<u>Account</u>		<u>Decrease</u>	<u>Increase</u>
C/O - Equipment	10-420-9400	-	15,400.00
		\$ -	\$ 15,400.00
		\$ -	\$ 15,400.00

This will result in a net increase of \$15,400 in the appropriations of the General Fund. To provide the additional revenue for the above, the following revenues will be increased.

<u>Account</u>		<u>Decrease</u>	<u>Increase</u>
Approp from Fund Balance	10-3990	-	15,400.00
		\$ -	\$ 15,400.00
		\$ -	\$ 15,400.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board of Commissioners, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 7th day of January 2019.

 Jackie Warner, Mayor

Attest:

 Jane G. Starling, Town Clerk