

MAYOR
Jackie Warner

MAYOR PRO TEM
Dr. Kenjuana McCray

INTERIM TOWN MANAGER
Chancer McLaughlin



TOWN BOARD
Jerry Legge
Bryan Marley
Grilley Mitchell
Joanne Scarola

TOWN CLERK
Ashley Wyatt

TOWN OF HOPE MILLS BOARD OF COMMISSIONERS
Meeting Agenda – November 6, 2023
7:00 p.m. Regular Meeting

CALL TO ORDER – Mayor Warner

INVOCATION – Pastor Michael Mathis, Mission Field Ministries

PLEDGE OF ALLEGIANCE – Mayor Warner

1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.

2. OFFICIAL COMMENTS.

3. PRESENTATIONS:

- a. Proclamation recognizing Monika Cotter- Chair of the Hope Mills Prime Movers Committee

4. PUBLIC HEARINGS:

- a. **Case ZNG-009-23:** Initial zoning of 1.25+/- acres to C2(P) Planned Service and Retail District or to a more restrictive zoning district, located at 7163 Rockfish Rd on REID 9494872510000, submitted by the Town of Hope Mills (agent) on behalf of Petromarts, LLC (owner) **TAB 1**
- b. **Case ZNG-010-23:** Initial zoning of 32.44 +/- acres to the R7.5 Residential District; located at 0 Muscat Road REIDs 0403647315000, 0403373181000, and 0403744513000; submitted by the Town of Hope Mills (agent) on behalf of JSJ Development Company, LLC (owner). **TAB 2**

5. 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.

6. CONSENT AGENDA:

- a. Approval of October 16, 2023 Board of Commissioners Regular Meeting Minutes. **TAB 3**
- b. Approval of budget amendment #5 in the amount of \$181,375.00 for a bucket truck **TAB 4**
- c. Approval of budget amendment #6 in the amount of \$399,200.00 for the FAMPO Grant. **TAB 5**
- d. Approval of budget amendment #7 to receive grant funding from the Fayetteville-Cumberland County Arts Council in the amount of \$4,000.00 **TAB 6**

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”

7. OLD BUSINESS

- a. Reconsideration of approval for the revised Facility Use and Lease Agreement Between the Town of Hope Mills and Ballred, LLC **TAB 7**

8. NEW BUSINESS: None

9. REPORTS AND INFORMATION ITEMS:

- a. Manager’s Report. **TAB 8**
- b. Reminders.
 - Parks and Recreation Committee on Monday November 27, 2023- 6:30pm at Thoms Campbell Chapel
 - Appearance Commission on Tuesday November 28, 2023- 6:30pm at Recreation Center

10. STAFF COMMENTS.

11. ADJOURNMENT.

TAB 1



AGENDA FORM

TO: Chancer McLaughlin, Interim Town Manager
FROM: Emily Weidner, Town Planner
SUBJECT: ZNG-009-23

BACKGROUND INFORMATION:

Case ZNG-009-23: Initial zoning of 1.25+/- acres to C2(P) Planned Service and Retail District or to a more restrictive zoning district, located at 7163 Rockfish Rd on REID 9494872510000, submitted by the Town of Hope Mills (agent) on behalf of Petromarts, LLC (owner)

STAFF RECOMMENDATION, IF APPLICABLE:

Town of Hope Mills Staff recommends approval of the request

RECOMMENDED MOTION:

APPROVAL

FISCAL IMPACT:

 Currently Budgeted Requires Budget Amendment X No Fiscal Impact

ATTACHMENTS:

- Staff memo from the Town of Hope Mills Planning Department

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10-30-2023
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	



STAFF REPORT

INITIAL ZONING CASE# ZNG-009-2023

Planning Board Meeting: 10-17-2023

Hope Mills Board Meeting: 11-6-2023

Address: 7163 Rockfish Road

ZONING REQUEST: Initial Zoning to C2(P) Planned Service & Retail District

The Town of Hope Mills Board of Commissioners voted to accept a contiguous annexation petition under resolution R2023-20 and under annexation number A2023-06. The Board also moved to set the public hearing for the consideration of the annexation for August 7, 2023. The petition for annexation was for 1.25 +/- acres of land tied to parcel identification number 9494-87-2510. The subject property is located at between the shopping center in front of Food Lion on Rockfish Rd and 50 acres of undeveloped property. The Hope Mills Plan Review Committee also provided recommendations supporting the request which provided analysis from pertinent engineering and permit based departments. At the August 7th Board Meeting, the Town of Hope Mills approved the annexation and authorized staff to proceed with the initial zoning of the subject property to the C2(P) district. At their regularly scheduled meeting on October 17, 2023, the Cumberland County Joint Planning Board has recommended the approval to initially zone to C2(P) Planned Service & Retail District. The location of the subject property is illustrated in Exhibit "A".

SUBJECT PROPERTY INFORMATION

OWNER/APPLICANT:

Town of Hope Mills (agent) on behalf of
Petromarts, LLC (owner)

ADDRESS/LOCATION: REID #: 9494872510000.

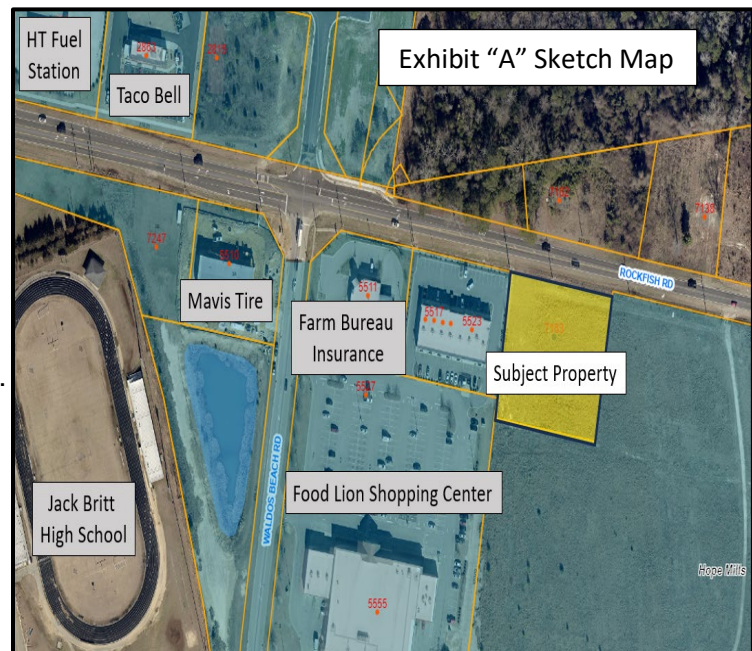
Refer to Exhibit "A" for locational information as well as surrounding land uses.

SIZE: As stated above, the subject property is 1.25 +/- acres in size with varying lengths of depth.

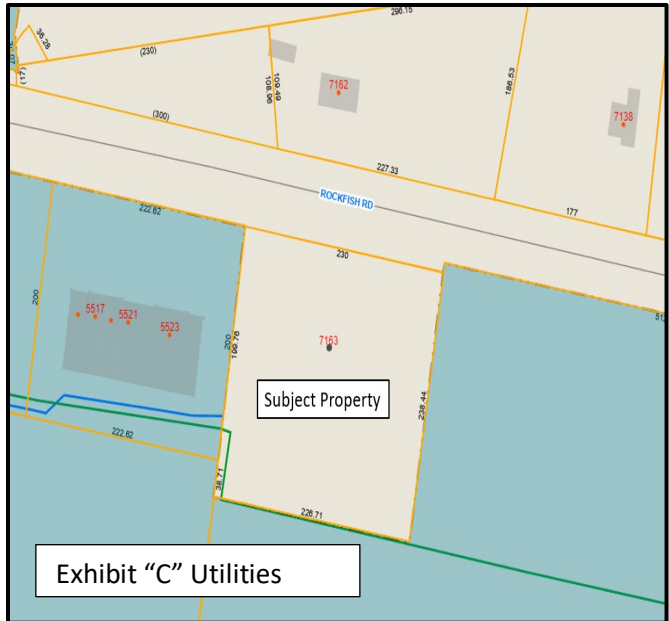
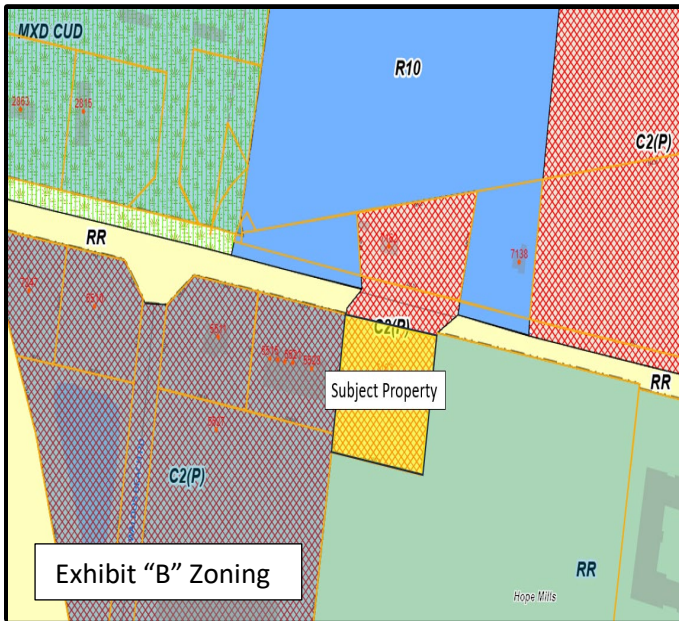
EXISTING ZONING: The subject property is currently zoned under the C2(P) district with the overall immediate surrounding area also designated under the R5/C2(P) Conditionally zoned district.

EXISTING LAND USE: The subject property is currently vacant.

SURROUNDING ZONING AND LAND USE: The property adjacent to the immediate east is currently undeveloped but recently zoned R5/C2P CUD. Adjacent property includes an existing shopping center that is located in front of Food Lion. Refer to Exhibit "B" for zoning.



OTHER SITE CHARACTERISTICS: Exhibit “C” provides the location of water and sewer availability.



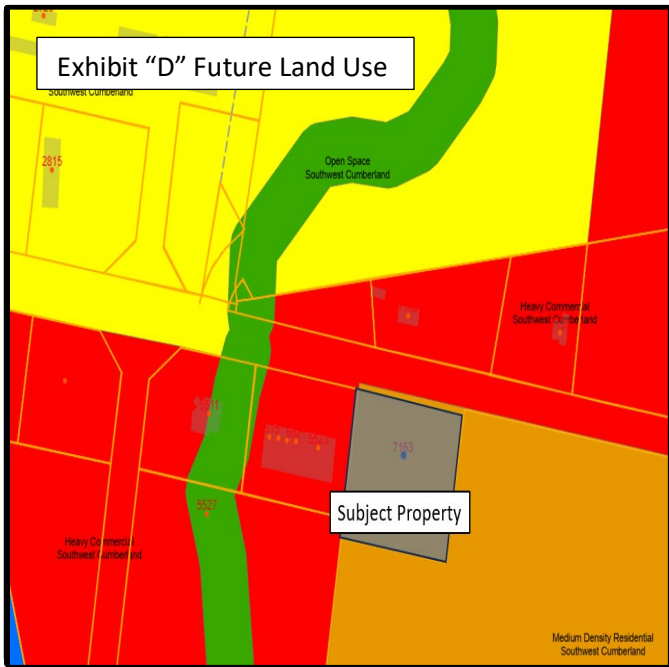
DEVELOPMENT REVIEW: The development of this property will require a development/group development review approval.

COMPREHENSIVE DEVELOPMENT PLANS: This site is located within the Southwest Cumberland Land Use Plan area (2013) and is designated as “Medium Density Residential”. Staff is in support of this request despite this request not being consistent with the land use plan. Please refer to Exhibit “D” for additional information.

IMPACTS ON AREA FACILITIES

UTILITIES: The property will be served by PWC water and sewer.

ECONOMIC DEVELOPMENT: Fayetteville Cumberland Economic Development Corporation has reviewed the request and reported no objections.



PLAN REVIEW COMMENTS: The Town of Hope Mills Plan Review team has no objections to this request.

STORMWATER: Will require Stormwater Management Permit.

SPECIAL OVERLAY DISTRICTS: The subject property is not located within the boundaries of the Airport Overlay District.

NCDOT: Will require a driveway permit.

CODE DEVIATIONS: None.

CONDITIONS: None.

STAFF RECOMMENDATION

In ZNG-009-23, the Town of Hope Mills Planning staff **recommends approval** of the initial zoning request to the C2(P) Planned Service and Retail District and finds that even though request is not consistent with the Southwest Cumberland Land Use Plan (2013) designation, the economic and regional impact of the proposed zoning fits within the vision and long-term outlook of the area. Approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding existing uses and zoning.



THE TOWN OF HOPE MILLS

Development Projects

Initial Zoning Request

Request to the C2(P) Planned Service and Retail District

Case# ZNG-009-23

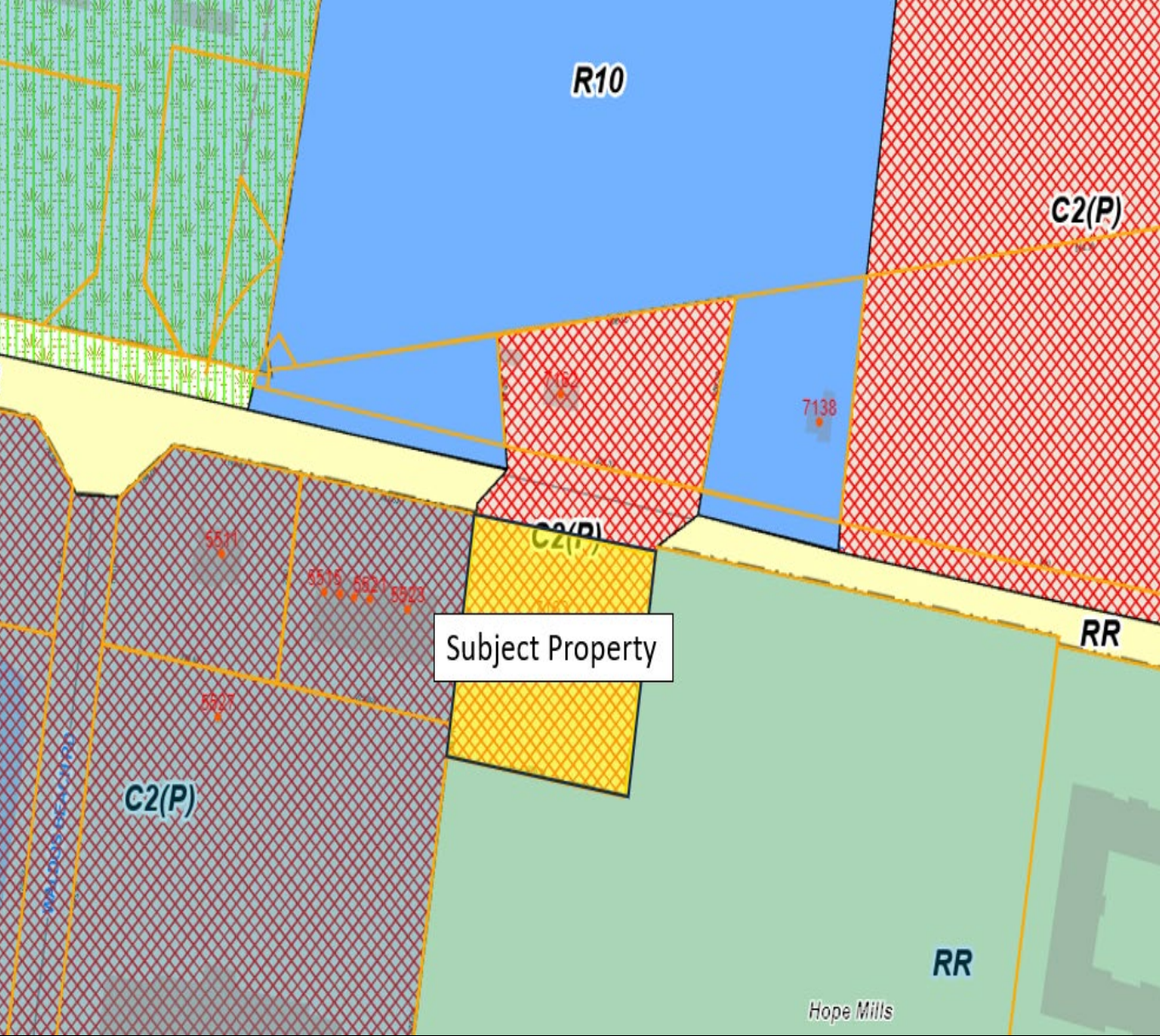
November 6, 2023

DEVELOPMENT SERVICES

CASE ZNG-009-23: Initial Zoning Request

Background Information

- Town of Hope Mills received a contiguous annexation petition for 1.25 acres of land
- Tied to PINs 9494-87-2510
- Subject property is located between the shopping center in front of Food Lion on Rockfish Rd and 50 acres of undeveloped property
- Access to the property will be from Rockfish Rd
- Board of Commissioners accepted the petition under resolution R2023-20 and annexation number A2023-06 and set public hearing for August 7, 2023
- Annexation petition approved with authorization to begin initial zoning to the C2(P) Planned Service and Retail District
- The SW Cumberland Land Use Plan calls for Medium Density Residential at this location
- This request is not compliant



ZNG-009-23

**Applicant/Owner:
Petromarts, LLC**

**Request:
Initial Zoning
To
C2(P) Planned Service
and Retail District**

Subject Property

**ACREAGE:
1.25 AC +/-**



Case #ZNG-009-23. Existing Zoning



A HYDRIC SOILS



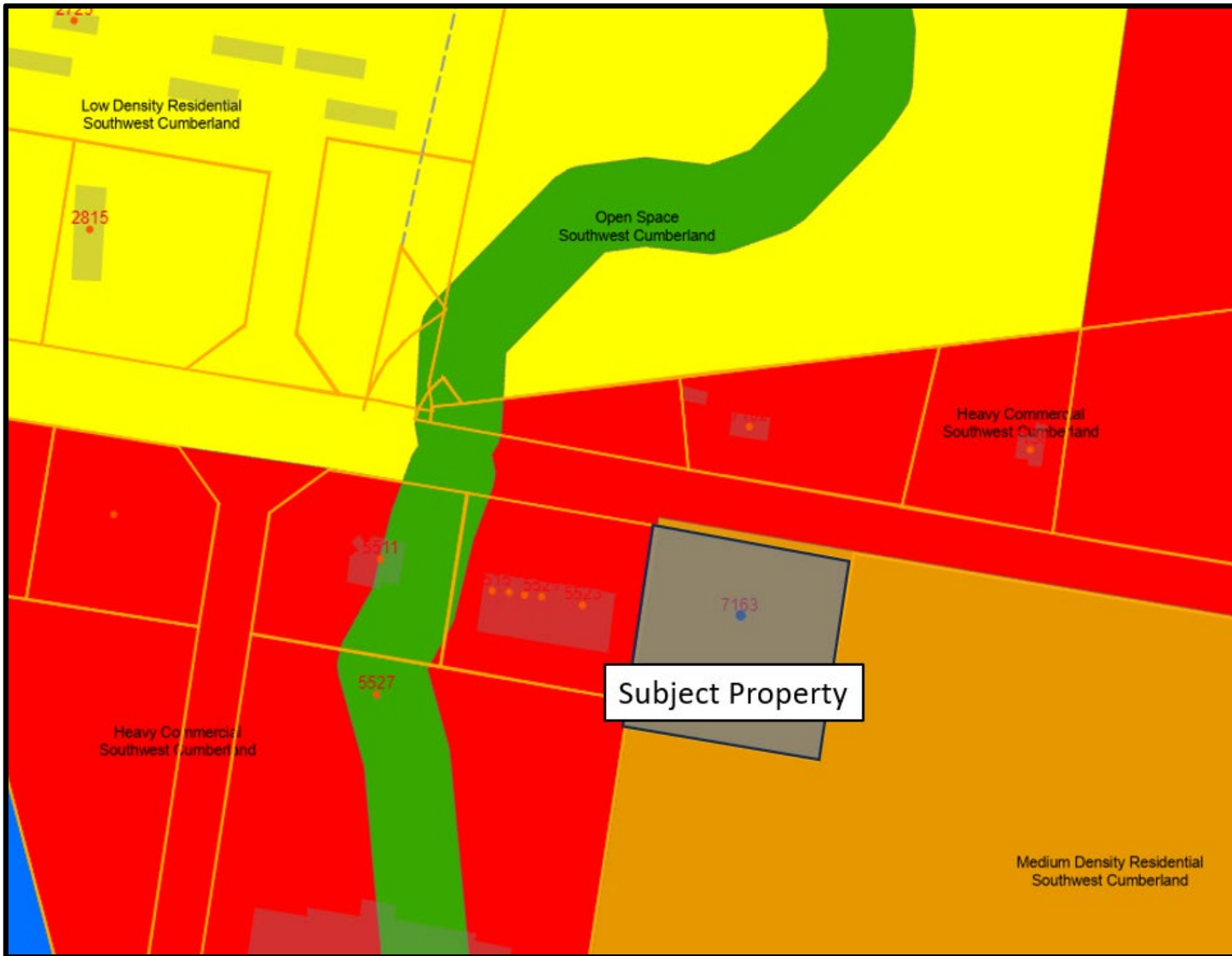
B HYDRIC INCLUSION SOILS



PWC WATER



PWC SEWER



**Southwest
Cumberland Land
Use Plan:**

Medium Density
Residential

**Request:
Not Compliant**

Case #ZNG-009-23 *Future Land Use*



SITE PHOTOS

Adjacent to Subject Property



SITE PHOTOS

Subject Property and Adjacent Property



CASE ZNG-009-23: Initial Zoning Request

Staff Recommendation

The Town of Hope Mills Board of Commissioners move to approve the initial zoning request to the C2(P) Planned Service and Retail District tied to case ZNG-009-23, as recommended by the Cumberland County Joint Planning Board and the Town of Hope Mills Planning staff and finds that even though the request is not consistent with the Southwest Cumberland Land Use Plan (2013) designation, the economic and regional impact of the proposed development fits within the vision and long term outlook of the area developed to the immediate west. Approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding existing and future uses and zoning.

TAB 2



AGENDA FORM

TO: Chancer McLaughlin, Interim Town Manager
FROM: Emily Weidner, Town Planner
SUBJECT: ZNG-010-23

BACKGROUND INFORMATION:

Case ZNG-010-23: Initial zoning of 32.44 +/- acres to the R7.5 Residential District; located at 0 Muscat Road REIDs 0403647315000, 0403373181000, and 0403744513000; submitted by the Town of Hope Mills (agent) on behalf of JSJ Development Company, LLC (owner).

STAFF RECOMMENDATION, IF APPLICABLE:

Town of Hope Mills Staff recommends approval of the request

RECOMMENDED MOTION:

APPROVAL

FISCAL IMPACT:

____ Currently Budgeted ____ Requires Budget Amendment X No Fiscal Impact

ATTACHMENTS:

- Staff memo from the Town of Hope Mills Planning Department

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10/30/2023
Finance Director	
Town Attorney	
Department Head (s)	
Town Clerk	



STAFF REPORT

INITIAL ZONING CASE# ZNG-010-2023

Planning Board Meeting: 10-17-2023

Hope Mills Board Meeting: 11-6-2023

Address: 0 Muscat Road

ZONING REQUEST: Initial Zoning to R7.5 Residential District

The Town of Hope Mills staff received an annexation petition for 32.44 +/- acres of land tied to parcel identification numbers 0403-64-7315, 0403-37-3181, and 0403-74-4513. The Hope Mills Board of Commissioners accepted the annexation petition adopting a resolution R2023-21 and set the public hearing for August 21, 2023 under annexation number A2023-07. The subject parcel is slated to be the next phase of the Sheffield Farms subdivision that is within the Town of Hope Mills limits. Plan review staff has worked diligently with the proposed developers to facilitate the submission of this annexation. At the August 21st Board Meeting, the Town of Hope Mills approved the annexation and authorized staff to proceed with the initial zoning of the subject property to the R7.5 district. At their regularly scheduled meeting on October 17, 2023, the Cumberland County Joint Planning Board has recommended the approval to initially zone R7.5 Residential District. Please refer to the attached memorandum from the Hope Mills Plan Review Committee for recommendations from all pertinent engineering and permit based departments. The location of the subject property is illustrated in Exhibit "A".

SUBJECT PROPERTY INFORMATION

OWNER/APPLICANT:

Town of Hope Mills (agent) on behalf of JSJ Development Company, LLC (owner)

ADDRESS/LOCATION: 0 Muscat Road;
REIDs: 0403647315000, 0403373181000,
and 0403744513000

Refer to Exhibit "A" for locational information
As well as surrounding land uses.

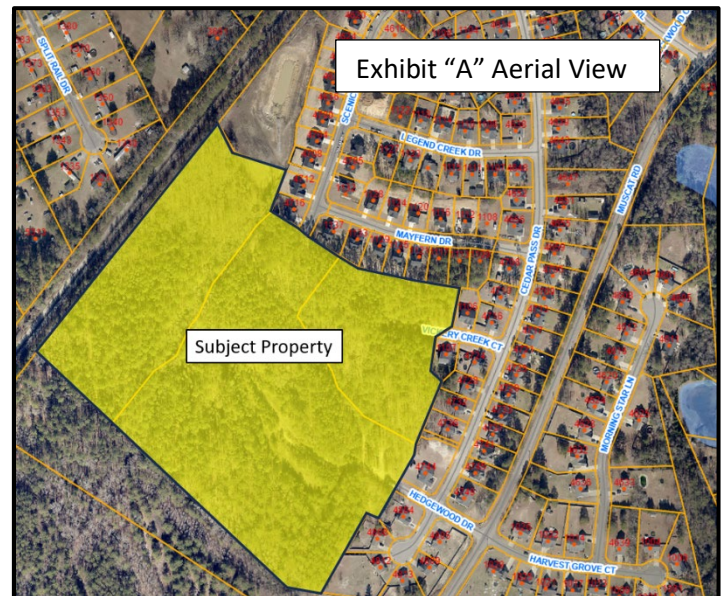
SIZE:

As stated above, the subject property is 32.44 acres in size with varying lengths of depth.

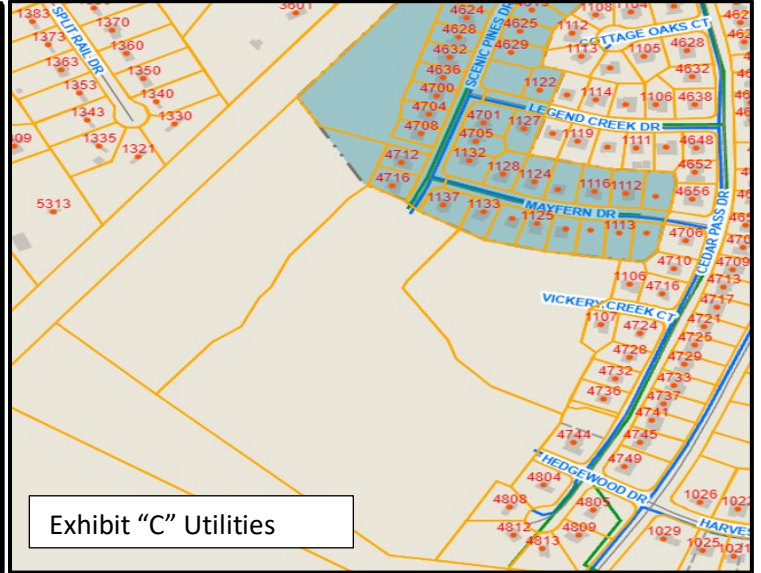
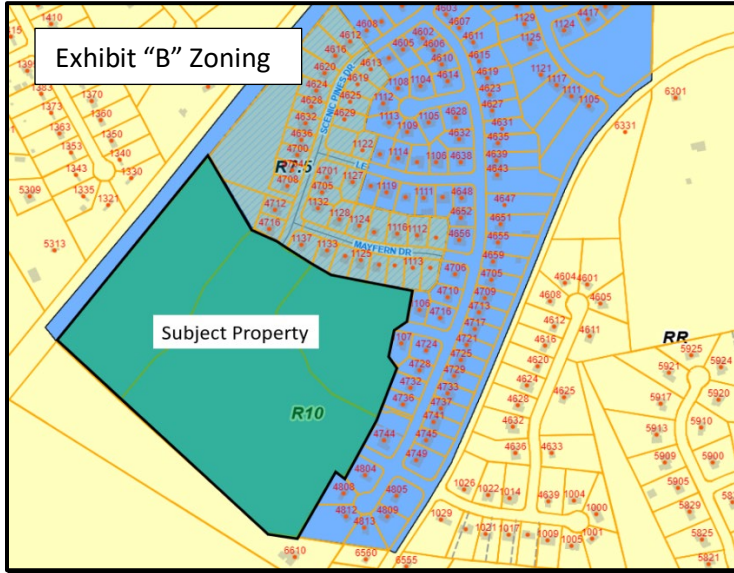
EXISTING ZONING: The subject property is currently zoned under the R10 Residential District (for the County) with the overall immediate surrounding area zoned similarly under Residential Districts.

EXISTING LAND USE: The subject property is currently vacant.

SURROUNDING ZONING AND LAND USE: This property is completely surrounded by residentially zoned properties. Refer to Exhibit "B" for zoning and surrounding land uses.

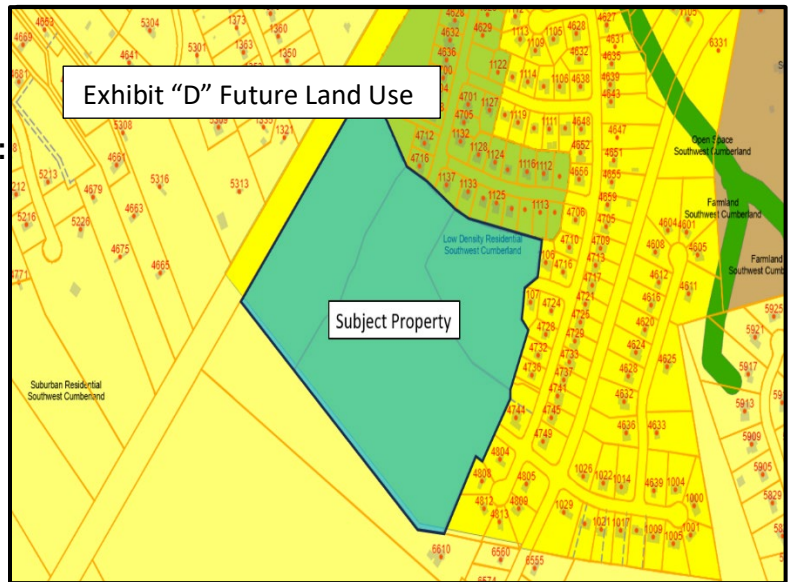


OTHER SITE CHARACTERISTICS: Exhibit “C” provides the location of water and sewer availability.



DEVELOPMENT REVIEW: The development of this property will require a site plan and development review.

COMPREHENSIVE DEVELOPMENT PLANS: This site is located within the Southwest Cumberland Land Use Plan area (2013) and is designated as “Low Density Residential”. This request is consistent with the land use plan and is supported by staff as it is requested to be considered for Commercial use. Please refer to Exhibit “D” for additional information.



IMPACTS ON AREA FACILITIES

UTILITIES: The property will be served by PWC for water and sewer.

STORMWATER: Will require Stormwater Management Permit application, is not located in the Airport Overlay District.

PLAN REVIEW COMMENTS: The Town of Hope Mills Plan Review team has no objections to this request.

SPECIAL OVERLAY DISTRICTS: The subject property is not located within the Airport Overlay District.

CODE DEVIATIONS: None.

STAFF RECOMMENDATION

In ZNG-010-23, the Town of Hope Mills Planning staff **recommends approval** of the initial zoning request to the R7.5 Residential District and finds that the request is consistent with the Southwest Cumberland Land Use Plan (2013) designation and complements the existing zoned properties adjacent to the subject property that have similar developments. The economic and regional impact of the proposed development fits within the vision and long-term outlook of the area developed to the immediate north. Approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding existing uses and zoning.



THE TOWN OF HOPE MILLS

Development Projects

Initial Zoning Request

Request to the R7.5 Residential District

Case# ZNG-010-23

November 6, 2023

DEVELOPMENT SERVICES

CASE ZNG-010-23: Initial Zoning Request

Background Information

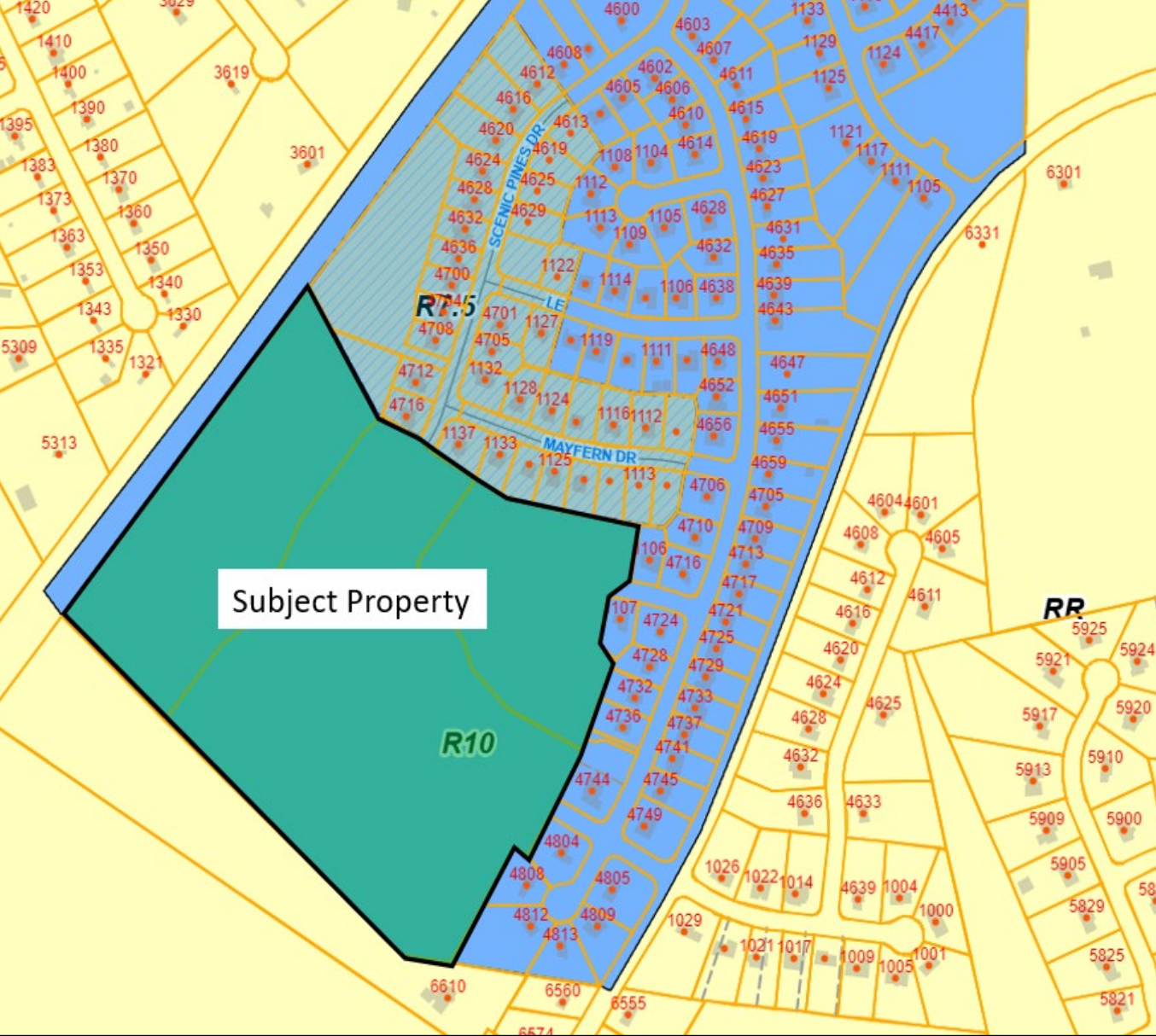
- Town of Hope Mills received a contiguous annexation petition for 32.44 acres of land
- Tied to PINs 0403-64-7315, 0403-37-3181, and 0403-74-4513
- Subject property is located behind existing homes in the Sheffield Farms subdivision
- Access to the property will be from several existing roads within the subdivision that include but are not limited to Scenic Pines Dr and Hedgewood Dr
- Board of Commissioners accepted the petition under resolution R2023-21 and annexation number A2023-07 and set public hearing for August 21, 2023
- Annexation petition approved with authorization to begin initial zoning to the R7.5 Residential District
- The SW Cumberland Land Use Plan calls for Low Density Residential at this location
- This request is compliant

ZNG-010-23

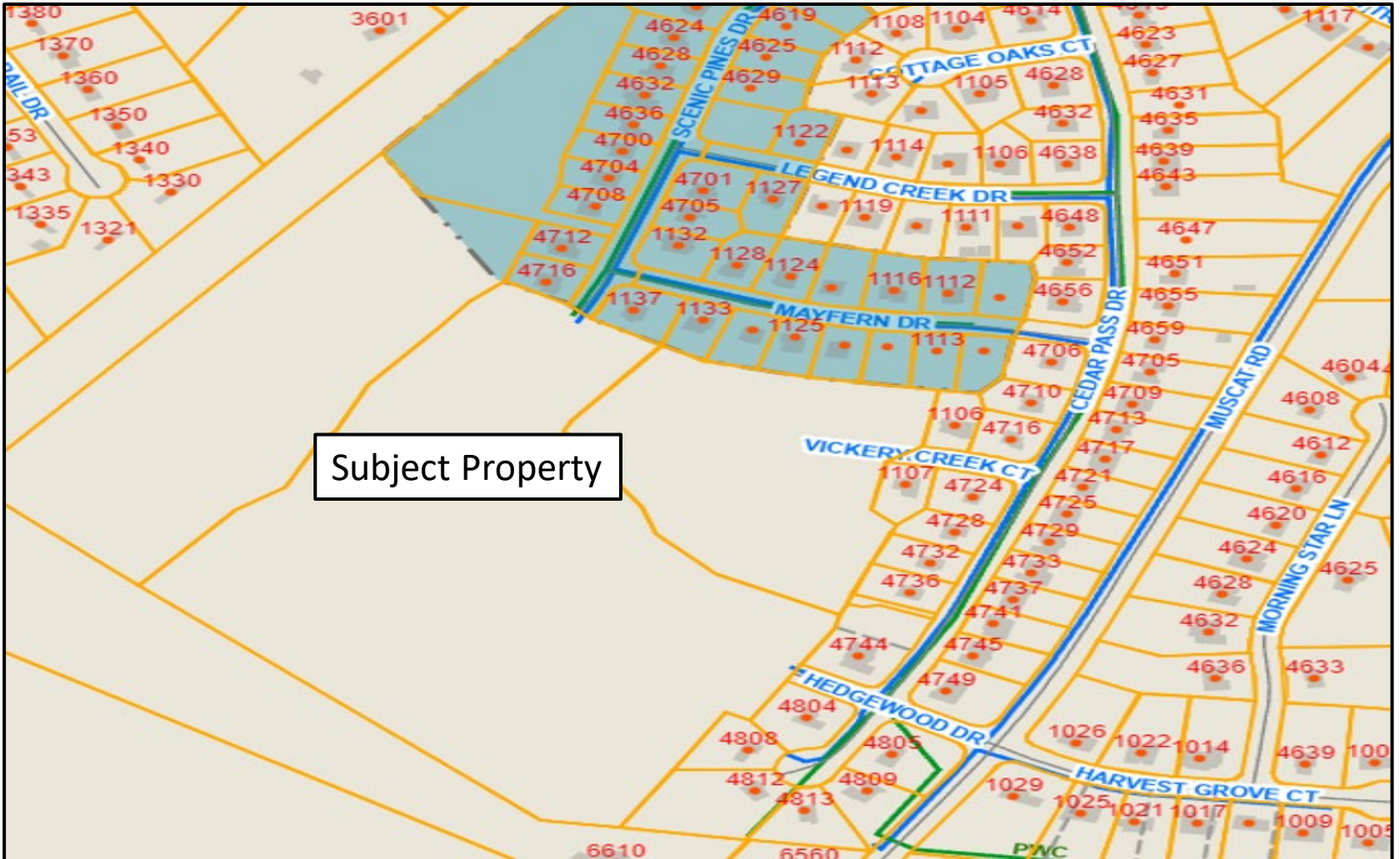
**Applicant/Owner:
JSJ Development
Company, LLC**

**Request:
Initial Zoning
To
R7.5 Residential
District**

**ACREAGE:
32.44 AC +/-**



Water and Sewer



SITE PHOTOS

Adjacent to Subject Property



SITE PHOTOS

Subject Property



CASE ZNG-010-23: Initial Zoning Request

Staff Recommendation

The Town of Hope Mills Board of Commissioners move to approve the initial zoning request to the R7.5 Residential District tied to case ZNG-010-23, as recommended by the Cumberland County Joint Planning Board and the Town of Hope Mills Planning staff and finds that the request is consistent with the Southwest Cumberland Land Use Plan (2013) designation, the economic and regional impact of the proposed development fits within the vision and long term outlook of the area developed to the immediate north. Approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding existing and future uses and zoning.

TAB 3

MAYOR
Jackie Warner

MAYOR PRO TEM
Dr. Kenjuana McCray

INTERIM TOWN MANAGER
Chancer McLaughlin



TOWN BOARD
Jerry Legge
Bryan Marley
Grilley Mitchell
Joanne Scarola

TOWN CLERK
Jane Starling

TOWN OF HOPE MILLS BOARD OF COMMISSIONERS
Meeting Minutes – Monday, October 16, 2023
7:00 p.m. Regular Meeting

Mayor Jackie Warner called the regular meeting of the Hope Mills Board of Commissioners to order on Monday, October 16, 2023, at 7:00 p.m.

GOVERNING BOARD MEMBERS PRESENT

Mayor Jackie Warner, Mayor Pro Tem Dr. Kenjuana McCray; Commissioners Jerry Legge, Bryan Marley, Grilley Mitchell and Joanne Scarola.

STAFF PRESENT

Interim Town Manager Chancer McLaughlin, Town Clerk Jane Starling, Incoming Town Clerk, Ashley Wyatt, Deputy Town Clerk, Coronda Regan, Finance Director Drew Holland, Parks & Recreation Director Lamarco Morrison, Police Chief Stephen Dollinger, Deputy Public Works Director Bruce Clark, Town Planner Emily Weidner, and Stormwater Administrator Beth Brown. Also present was Town Attorney Dan Hartzog, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Pastor Zach Kelley, Breezewood Church, followed by the Pledge of Allegiance led by Mayor Jackie Warner.

1. ADDITIONS/DELETIONS

Mayor Pro Tem Dr. Kenjuana McCray called for a Closed Session, pursuant to NCGS 143-318.11 (a) (3) Attorney-Client Privilege and NCGS 143-318.11 (a) (6) Personnel.

Motion made by Commissioner Marley, seconded by Commissioner Mitchell and carried unanimously, to conduct a closed session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney on matters within the Attorney-Client privilege and pursuant to NCGS 143-318.11 (a) (6) to discuss a personnel matter.

2. OFFICIAL COMMENTS.

Commissioner Scarola welcomed all in attendance.

Mayor Pro Tem Dr. Kenjuana McCray also welcomed all in attendance.

Commissioner Mitchell greeted the audience and welcomed all in attendance.

Mayor Warner spoke to the candidate Meet and Greet that took place the prior Saturday and called attention to another candidate Meet and Greet taking place on October 17th, sponsored by Delta Sigma Theta Incorporated.

3. PRESENTATIONS:

- a. Mayor Warner administered the Oath of Office to the Incoming Town Clerk Ashley Wyatt
- b. Mayor Warner read into the record a Proclamation recognizing October as Long-Term Care Residents' Rights Month In The Town Of Hope Mills

4. PUBLIC HEARINGS:

Emily Weidner, Town Planner spoke to aspects of the case, outlined key elements of the proposal, and made herself available for questions by the board.

a. Case ZNG-010-22

Motion by Mayor Pro Tem Dr. Kenjuana McCray to open the Public Hearing.

There were no speakers for the Public Hearing.

Motion by Mayor Pro Tem Dr. Kenjuana McCray to close the Public Hearing.

Commissioner Scarola asked what would be located at the property.

Interim Town Manager Chancer McLaughlin stated that only the initial zoning was being addressed through the item.

Town Attorney Dan Hartzog noted that all of the potential uses of the designated zoning could be considered

Commissioner Scarola asked if there was a broad range of uses that were permitted under the requested zoning.

Emily stated that part of the plan was designated for retail and the other portion was designated for residential. She also noted that the applicant expressed they would not build any convenience stores or gas stations.

Commissioner Scarola asked if the multi family units were zoned residential or commercial. Town Manager McLaughlin stated that there were two distinct zoning designations for the property; residential and commercial.

Commissioner Legge expressed his support for the item.

Commissioner Mitchell called attention to the improvements to the project made by the developer.

Commissioner Scarola asked if the neighborhood nearby provided any feedback regarding the project.

Emily advised that the nearby neighborhood was sent letters as required, and she did not hear back from any of those residents.

Motion by Commissioner Marley to initial zoning request to the R5 Single Family/C2(P) Planned Service and Retail/Conditional Zoning District with proposed conditions that is tied to case ZNG-010-22, as recommended by the Cumberland County Joint Planning Board and the Town of Hope Mills Planning staff and finds that even though the request is not consistent with the Southwest Cumberland Land Use Plan (2013) designation, the economic and regional impact of the proposed development fits within the vision and long term outlook of the area developed to the immediate north. Approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding existing and future uses and zoning, seconded by Commissioner Legge, carried unanimously.

5. PUBLIC COMMENTS:

Cindy Hamilton, a resident of 4020 Princess Amelia Lane in Hope Mills expressed concerns regarding certain comments that were made regarding a prior Meet and Greet held by residents in the town.

6. CONSENT AGENDA:

- a. Consideration of Approval of Draft Minutes from the October 2, 2023 Regular Board of Commissioners Meeting.
- b. Consideration of Approval of proposal from Ellington Contractors and authorizing the Town Manager to execute a contract in the amount of \$40,000.00 which is currently budgeted.
- c. Consideration to Authorize the Town Manager to sign a contract to conduct a pay study and approve budget amendment #4 for \$18,000, as instructed at the October 2, 2023 Board of Commissioners Meeting.
- d. Consideration of Approval of Donegal Dr. Engineering Contract Amendment in the amount of \$30,000.00 which is currently budgeted, and authorizing the Town Manager to execute the contract.
- e. Consideration of Approval to Authorize the Town Manager to execute a contract with D & E Construction, the Lowest Responsible Bidder for \$15,900.00, for the purpose of removing and replacing the deck boards on the pedestrian bridge.
- f. Acceptance of the September 2023 Financial Report.

“END OF CONSENT AGENDA”

Motion made by Mayor Pro Tem Dr. Kenjuana McCray, seconded by Commissioner Legge and carried unanimously, to approve the consent agenda as read.

7. OLD BUSINESS:

- a. Removed.

8. NEW BUSINESS: NONE

9. REPORTS AND INFORMATION ITEMS:

- a. Manager’s Report.

Interim Town Manager McLaughlin recognized Clara Hines for helping with the “Suffering in Silence, Code 1079” initiative; reminded residents and staff to donate old cell phones for the initiative; announced that the Trunk or Treat would be taking place on October 27th; and clarified for the public that the Ole Mills Days Festival and the Ole Mill Days Dinner were two separate events and that one was removed due to budget cuts.

10. STAFF COMMENTS.

There were no staff comments

11. CLOSED SESSION.

- a. Called Pursuant to NCGS 143-318.11 (a) (3) Attorney-Client Privilege and NCGS 143-318.11 (a) (6) Personnel.

Motion made by Mayor Pro Tem Dr. McCray, seconded by Commissioner Michell and carried unanimously, to conduct a closed session pursuant to NCGS 143-318.11 (a) (3) to consult with the Town Attorney on matters within the Attorney-Client privilege and pursuant to NCGS 143-318.11 (a) (6) to discuss a personnel matter.

Mayor Warner instructed the Board to assemble in the front conference room at 7:32 p.m.

At 8:03 p.m. Mayor Warner called the regular meeting back to order.

Motion made by Mayor Pro Tem Dr. McCray, seconded by Commissioner Legge, and carried unanimously, to seal 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.

12. ADJOURNMENT.

Motion made by Commissioner Legge to adjourn the meeting.

Mayor Warner adjourned the meeting at 8:06 p.m.

Jackie Warner, Mayor

ATTEST:

Jane G. Starling, CMC, NCCMC
Town Clerk

DRAFT

TAB 4



AGENDA FORM

TO: Chancer F. McLaughlin, Interim Town Manager
FROM: Drew Holland, Finance Director
SUBJECT: Budget Amendment for Bucket Truck

BACKGROUND INFORMATION: A bucket truck was approved in the FY 2022-2023 annual budget. However, the truck was ordered during the previous year but was not available until the current budget year, so this budget amendment moves the funds from the previous year to the current year to cover the purchase. Attached is the budget amendment to cover the associated costs.

STAFF RECOMMENDATION, IF APPLICABLE:

Approve budget amendment #5 for \$181,375

RECOMMENDED ACTION:

Same as above

FISCAL IMPACT:

_____ Currently Budgeted Requires budget amendment _____ No fiscal impact.

ATTACHMENTS:

BA #5

This agenda form has been reviewed by:	Initial & Date
Town Manager	10/30/2023
Finance Director	DH 10/23/23
Town Attorney	
Department Head (s)	
Town Clerk	

Town of Hope Mills, North Carolina
Budget Ordinance Amendment
Fiscal Year 2023-2024
Amendment #5

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 stormwater budget ordinance for the fiscal year ending June 30, 2024

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

<u>Account</u>	<u>Increase</u>	<u>Decrease</u>
Capital Outlay - Equipment 91-590-9400	181,375	-
	\$ 181,375	\$ -

This will result in a net increase of \$181,375 in the appropriations of the Stormwater 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 91-3990	-	181,375
	\$ -	\$ 181,375

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 6th day of November 2023.

 Jackie Warner, Mayor

Attest:

 Jane G. Starling, Town Clerk

TAB 5



AGENDA FORM

TO: Chancer F. McLaughlin, Interim Town Manager
FROM: Drew Holland, Finance Director
SUBJECT: Budget Amendment for FAMPO Grant

BACKGROUND INFORMATION: A FAMPO Grant was awarded to the Town of Hope Mills for \$499,000. The grant is for the Multi-Purpose Path at the Lake. This is an 80% FAMPO and 20% Town of Hope Mills Grant. The Town is responsible for 20% of this grant which amounts to \$99,800. The FAMPO amount is \$399,200. The Town’s portion for this grant is already included in the Powell Bill’s annual budget. The FAMPO portion is not currently shown in the budget. Attached is the budget amendment to allow for the FAMPO portion of the grant.

STAFF RECOMMENDATION, IF APPLICABLE:
Approve budget amendment #6 for \$399,200

RECOMMENDED ACTION:
Same as above

FISCAL IMPACT:
_____ Currently Budgeted Requires budget amendment _____ No fiscal impact.

ATTACHMENTS:
BA #6

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10/30/2023
Finance Director	DH 10/23/23
Town Attorney	
Department Head (s)	
Town Clerk	

Town of Hope Mills, North Carolina
Budget Ordinance Amendment
Fiscal Year 2023-2024
Amendment #6

BE IT ORDAINED by the Board of Commissioners of the Town of Hope Mills, North Carolina, that the following amendment be made to the Powell Bill budget ordinance for the fiscal year ending June 30, 2024:

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

<u>Account</u>	<u>Increase</u>	<u>Decrease</u>
Capital Outlay - Improvemer 20-570-9100	399,200	-
	\$ 399,200	-

This will result in a net increase of \$65,000 in the appropriations of the Powell Bill Fund. To provide the additional revenue for the above, the following revenues will be increased.

<u>Account</u>		<u>Decrease</u>	<u>Increase</u>
FAMPO Grant	20-3327	-	399,200
		-	\$ 399,200

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 6th day of November 2023.

Jackie Warner, Mayor

Attest:

Jane G. Starling, Town Clerk

TAB 6



AGENDA FORM

TO: Chancer F. McLaughlin, Interim Town Manager
FROM: Drew Holland, Finance Director
SUBJECT: Budget Amendment for Grant Revenues

BACKGROUND INFORMATION: A grant from Fayetteville-Cumberland County Arts Council was received by the Town of Hope Mills for \$4,000. The grant will be used towards the July 4th celebration for the Town. Attached is the budget amendment to receive the grant funding.

STAFF RECOMMENDATION, IF APPLICABLE:
Approve budget amendment #7 for \$4,000

RECOMMENDED ACTION:
Same as above

FISCAL IMPACT:

_____ Currently Budgeted Requires budget amendment _____ No fiscal impact.

ATTACHMENTS:
BA #7
Grant allocation letter

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10/30/2023
Finance Director	DH 10/26/23
Town Attorney	
Department Head (s)	
Town Clerk	

Town of Hope Mills, North Carolina
Budget Ordinance Amendment
Fiscal Year 2023-2024
Amendment #7

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, 2024:

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

<u>Account</u>		<u>Increase</u>	<u>Decrease</u>
July 4th Expense	10-621-8030	4,000	-
		<u> </u>	<u> </u>
		<u> </u>	<u> </u>

This will result in a net increase of \$4,000 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>
Grant Funds	10-3343	-	4,000
		<u> </u>	<u> </u>
		<u> </u>	<u> </u>

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 6th day of November 2023.

Jackie Warner, Mayor

Attest:

Jane G. Starling, Town Clerk

FAYETTEVILLE · CUMBERLAND CO.
ARTS COUNCIL

October 23, 2023

Town of Hope Mills
5770 Rockfish Road
Hope Mills, NC 28348

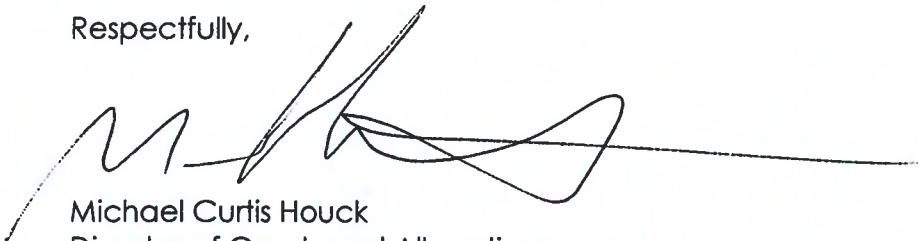
Enclosed is your Municipal Arts Allocation for the 2023-2024 fiscal year.

As a leader in your community, you understand the impact that the arts can have on your constituents. The Arts Council is committed to providing access to artistic, cultural, and historical programming to municipalities in Cumberland County through the MAA.

You can submit a final report of how you spent your MAA funds any time between now and June 2024. If you have any questions about eligibility for funding, please don't hesitate to ask.

We look forward to aiding your efforts in bringing great arts and culture to Hope Mills. Again, congratulations on your funds and thank you for your participation in the Municipal Arts Allocation.

Respectfully,



Michael Curtis Houck
Director of Grants and Allocations
The Arts Council of Fayetteville/Cumberland
michaelh@theartscouncil.com

TAB 7



AGENDA FORM

TO: Chancer F. McLaughlin, Interim Town Manager

FROM: Lamarco M. Morrison

SUBJECT: Consideration of approving the revised Facility Use and Lease Agreement Between the Town of Hope Mills and Ballred, LLC

BACKGROUND INFORMATION:

At the October 2nd meeting, the Board of Commissioners directed staff to proceed with negotiations with Ballred, LLC, and provide a revised facility use and lease agreement for the relocation of the summer College League baseball franchise to Hope Mills. The Board agreed to review the revised lease agreement, and vote on its approval at a future meeting. The Hope Mills Parks and Recreation Department (HMPR) has completed negotiating the terms of the lease agreement with Ballred, LLC. As requested by the Board, the revised agreement includes amicable language related to revenues generated from concession sales, advertising, and admission tickets.

On October 23, 2023, HMPR shared the revised leased agreement with the Parks and Recreation Board, and support for the revised agreement was unanimous. Attached is the related Parks and Recreation Staff Report and the revised Facility Use and Lease Agreement for your consideration.

STAFF RECOMMENDATION, IF APPLICABLE:

Approve the revised Facility Use and Lease Agreement between the Town of Hope Mills and Ballred, LLC.

RECOMMENDED ACTION:

Approve the revised Facility Use and Lease Agreement between the Town of Hope Mills and Ballred, LLC.

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10/30/2023
Finance Director	
Town Attorney	
Department Head (s)	LMM 10/25/2023
Town Clerk	

FISCAL IMPACT:

_____ Currently Budgeted _____ Requires budget amendment ____X__ No fiscal impact.

Ballred, LLC has proposed to spend up to \$100,000 for facility and field upgrades to Municipal Ballfield Number Two to facilitate the summer College League baseball team at no cost to the town.

ATTACHMENTS:

Staff report and the Facility Use and Lease Agreement.

This agenda form has been reviewed by:	Initial & Date
Town Manager	CFM 10/30/2023
Finance Director	
Town Attorney	
Department Head (s)	LMM 10/25/2023
Town Clerk	



STAFF REPORT

DEPARTMENT: Parks and Recreation
Hope Mills Board Meeting: 10/10/2023
RE: Old North State League Proposal

BACKGROUND

At the regular Board of Commissioners meeting on September 19, 2022, representatives from the Old North State League presented a proposal to relocate their summer College League baseball team to Hope Mills. The proposal required that the Town invest \$150,000 toward the upgrades to the ballfields and agree to a 15-year lease. During the meeting, the Board directed the management of the Old North State League to consult with Hope Mills Parks & Recreation, and the Parks and Recreation Advisory Board to develop a more suitable proposal. Since that time the Board of Commissioners unanimously approved Concept C from CHA Consulting which is full-service engineering and design firm hired by the Town of Hope Mills to design the Hope Mills Recreation Complex. The 5-field baseball site concept plan includes multipurpose playing fields that can accommodate baseball, softball, and soccer. The concept also includes batting cages, a main parking lot that provides for 453 parking spaces, a food truck park, a perimeter trail, and a stormwater management area. An illustration of Concept C is outlined in Exhibit "A".

RECENT ACTIVITY

In August 2023, Alec Allred, CEO of Ballred, LLC (formerly known as the Old North State League Fayetteville Shutes), presented the Town of Hope Mills with a proposal to relocate its baseball franchise to Hope Mills and invest \$100,000 in upgrades to Baseball Field Number Two. In exchange, Ballred, LLC requested that the Town of Hope Mills agrees to enter into a 10-year Use and Lease Agreement. On September 25th, The proposal was presented and discussed with the Parks and Recreation Advisory Board, and members were unanimous in their support of the proposal.

At the October 2nd Board meeting, Alec Allred presented the proposal and Facility Lease Agreement to the Board of Commissioners. The Board directed staff to proceed with negotiations with Ballred, LLC, and provide revised draft of the facility use and lease agreement. The Board agreed to review the revised lease agreement, and vote on its approval at a future meeting.



REVISED CONTRACT

At the presentation of October 2nd issues were raised by the Board of Commissioners about language in the contract tied to exclusive use and revenues tied to concessions. Parks and Recreation staff met extensively with the Ballred, LLC group to amend the terms of the lease agreement, and revise the document to include amicable language related to revenues generated from concession sales, advertising, and admission tickets found in Clause 5: Concession Stand, Clause 8: Advertising, and Clause 9: Gate Revenue. A breakdown of the revised language is listed below:

Clause 5: Concession Stand – Language was amended to reflect that Ballred would be granted custody and control of concessions during the term for games played by the Old North State League. The Town of Hope Mills would receive 3% of all revenues once Ballred recouped the initial \$100,000 that was invested.

Clause 8: Advertising – Ballred will have the right to sell and display advertising on the property during the months of the season in May, June, and July but the Town of Hope Mills will retain the right to the name of the field and stadium.

Clause 9: Gate Revenue - During the ONSL spring training, regular season, and playoffs, Ballred shall have the right to all gate receipts, concessions, alcohol sales, and other revenue generated as a result of any Activity. This provision shall not read to prevent the Town of Hope Mills or third parties from collecting such revenues from events not tied to Ballred activities.

Revised contract was presented to the Hope Mills Parks and Recreation Committee on October 23, 2023 with a unanimous recommendation of approval.

BENEFITS

In terms of benefits, there are several aspects of a localized baseball team that would be beneficial to the Town of Hope Mills. With a significant presence in little league state championships each year with multiple teams, a collegiate level team would provide a demographic currently unseen. Below are several positive aspects that would be profitable for the Town of Hope Mills:

Economic Development: The economic benefits are vast as numbers of citizens who live outside of Hope Mills will be traveling and will ultimately be spending money while here. Research shows that local economic growth has been generated from the presence of a professional sports team. From the creation of new jobs, increased sales in certain market segments, increased consumer spending, as well as increased tax revenue. The team indicated that they would average close to 300 people per game profiting around \$10K-\$20K annually which could potentially return the investment by year 5-7 beginning profiting the back half of the agreement.

High School Sports: With the presence of a college level sports team, interests in baseball in local area high schools will be increased dramatically. Providing high school seniors with access to a college team locally while also allowing them to engage directly could also contribute to this increased interest. The players could also benefit indirectly with the presence of professional scouts watching the college players in the local league.

Kids Engagement: With the presence of bullying in schools and crime activity with the youth, providing young kids who play baseball with access to college level baseball players give them something to aspire to. In promoting mutual respect and tolerance, sports teaches important social and interpersonal skills. Using sports to help our youth has proven to be an effective tool in keeping them from falling into a cycle of anti-social behavior, violence, crime, and drug use. With the contract tied to the team providing camps, the opportunities to have direct engagement with our youth is impactful. The agreement also calls for connecting with the Dixie Youth Association to allow for the youth to name the baseball team which is also tied to direct engagement with our kids.

RECOMMENDATION

Parks and Recreation staff recommends the approval of the execution of an agreement/contract with Ballred LLC.



THE TOWN OF HOPE MILLS

Hope Mills Baseball Initiative

Old North State League Proposal

Request for Approval to Execute an Agreement with Ballred LLC

PARKS AND RECREATION

ONSL: Consideration of Agreement

- Ballred, LLC presented updated proposal October 2, 2023 to relocate ONSL baseball franchise to Hope Mills.
- Proposal contemplated an investment up to \$100,000 in upgrades to Field #2 at Hope Mills Park.
- In exchange, Ballred, LLC requested a 10 year use and lease agreement.
- Questions raised regarding concessions, advertising, and gate revenues.
- Staff met extensively with Ballred, LLC reps as well as town attorney to revise the proposed lease agreement. Amendments include:
 - Town to receive 3% of all concession revenues once Ballred, LLC investment is recouped.
 - Ballred, LLC has right to sell and display advertising during season but Town will retain the right to name of field and stadium.
 - For gate revenues, Ballred, LLC has rights to all gate receipts, concessions, ect but the Town shall not be prevented from collecting such revenues from events not tied to Ballred, LLC activities.
- Benefits of a localized baseball team include:
 - **Economic Development:** Projected to attract vast number of citizens who live outside of Hope Mills. Increase in sales, consumer spending, and tax revenue.
 - **High School Sports:** Presence of college level sports team would spark increased interests into High School Baseball teams in Hope Mills. Benefits from the presence of professional scouts.
 - **Kids Engagement:** Reduction of bullying in schools and crime activity providing youth who play baseball with access to college level baseball. Gives them something to aspire to while being an effective tool in keeping them from falling into a cycle of anti-social behavior, violence, crime, and drug use.
 - **Dixie Youth Association:** Agreement also calls for the DYA to assist with naming the team and will have direct engagement.
 - **Initial Investment:** The team has indicated that they would average close to 300 people per game profiting around \$10K - \$20K annually which could potentially return the investment by year 5-7. This would begin profiting the back half of the agreement early.



ONSL: Consideration of Agreement

The Town of Hope Mills Parks and Recreation Department recommends the approval of the execution of a 10-year Use and Lease Agreement with Ballred, LLC as also recommended by the Hope Mills Parks and Recreation Committee on October 23, 2023.

Old North State League Proposal: *Staff Recommendation*

Staff Recommendation



FACILITY USE AND LEASE AGREEMENT

This Facility Use and Lease Agreement (“Agreement”) is made and entered into as of the date of the last signature below (“Effective Date”) by and between Town of Hope Mills (“Hope Mills”) and Ballred, LLC (“Ballred”). Ballred owns the Hope Mills Team (“Team”), which is a team that plays or is scheduled to play in the Old North State League (“ONSL”). ONSL is the governing body that manages the League in which the Team plays. Hope Mills and Ballred may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, Hope Mills owns, operates, and controls certain real property known as Hope Mills Municipal Park Field #2 at City of Hope Mills, as defined and described herein;

WHEREAS, ONSL operates the summer collegiate baseball program known as the Old North State League in which the Team plays; and

WHEREAS, Ballred desires to lease from Hope Mills, and Hope Mills desires to lease to Ballred, those certain described portions of Hope Mills Municipal Park Field #2 for the limited times and purposes and pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Leased Property.** The “Leased Property” shall mean that portion of the real property shown on Attachment 1 owned by Hope Mills, commonly known as Hope Mills Municipal Park, located off Rockfish Rd, Hope Mills, North Carolina 28348, including, but not limited to, the grounds and improvements therein including dugouts, outbuildings, maintenance shed(s), bleachers, and The Town will provide reasonable efforts to provide for adequate parking.
- 2. Hope Mills’s Lease to Ballred of Leased Property.** Subject to the terms and conditions of this Agreement, Hope Mills does hereby lease unto Ballred, and Ballred does hereby lease from Hope Mills, the Leased Property.

- 3. Term.** The term of the Agreement shall be for a period of 10 years from the herein defined Effective Date (the “Term”). This Agreement shall automatically expire at the end of the Term but is subject to renewal as may be agreed by the Parties in writing before the expiration of the Term.
- 4. Investment for Use.** Upon the execution of this Agreement, Ballred shall invest up to One Hundred Thousand Dollars (\$100,000) into the Leased Property, to be used as follows: (i) the addition of a grass infield on a ballpark, (ii) the construction of exterior fencing for point of entry control, (iii) the replacement of certain fencing down the lines of the field, and (iv) the purchase of portable chain link fencing for use at the Leased Property. The plans for the restoration shall be approved by Hope Mills prior to construction and shall be in compliance with all applicable building codes (“Plans”). The intent is to have this constructed in full by the 2024 season. Hope Mills shall supply enclosed, covered storage space on the Leased Property for Ballred to store the portable fencing. The portable fencing shall remain the property of Ballred.
- 5. Concession Stand.** Ballred shall be granted temporary custody and control of the concession stands at the Leased Property during games played by ONSL for the duration of the Term. All revenues generated through the sale of goods or services at the concession stands at ONSL games during this period shall be for the sole benefit of Ballred. Once the initial amount of monies that were invested for use is recouped, Ballred LLC agrees to give 3% net profit of concession sales to Hope Mills paid yearly thereafter.
- 6. Additional Expenses.** Ballred shall be responsible for any and all reasonable expenses incurred by Hope Mills in support of or as a result of the Ballred’s lease and use of the Leased Property (“Additional Expenses”). Such Additional Expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs, unless otherwise indicated herein. To the extent Hope Mills is required to incur any expenses beyond those routine Additional Expenses contemplated herein, Hope Mills will provide Ballred with written notice of such expenses in advance, along with an estimate of the expenses. Ballreds. Ballred shall reserve the right to self-perform said work tied to additional expenses as an alternative option to remitting payment for all Additional Expenses within 30 days of receipt of an invoice from Hope Mills. If Ballred does not agree to pay for all of the

Additional Expenses, Hope Mills may cancel Ballred's reservation for the Activity.

- 7. Permitted Use of the Leased Property—The Activity.** This Agreement permits Ballred the use of the Leased Property for ONSL sponsored summer collegiate baseball games, practices, competitions, and community events (“Activity”) for May, June, and July during each year of the Term (substantially during summer months and never in conflict with Hope Mills spring training, regular season, or playoff baseball). Ballred may use the Leased Property for an Activity during the other months of the Term at no additional cost provided Hope Mills is not otherwise using the Leased Property at that time. Ballred shall make no other use of the Leased Property without the prior written consent of Hope Mills. Ballred shall be responsible, at its sole expense, for all costs associated with conducting its Activity at and upon the Leased Property.
- 8. Advertising.** Ballred shall have the right to sell and display advertising on the Leased Property during the months of May, June, and July (“Advertisements”) except that Hope Mills shall retain the right to the name of the field and stadium.
- 9. Gate Revenue.** During the ONSL spring training, regular season, and playoffs, Ballred shall have the right to all gate receipts, concessions, alcohol sales, and other revenue generated as a result of any Activity. This provision shall not be read to prevent Hope Mills, or third parties, from collecting such revenues from events which do not constitute “Activity” as defined in Paragraph 7. The Town of Hope Mills reserves the right to conduct non ONSL related activities outside of the “Activity” that do not conflict with ONSL games played by Ballred. Ballred will have sole rights to all gate “Activity” during ONSL related games. This does not prevent or affect the Town of Hope Mills ability sell alcohol during special events not related to ONSL “Activity”.
- 10. Consent.** Hope Mills consents to and will take all reasonable steps to assist Ballred in obtaining one or more permits to sell alcoholic beverages on the Leased Property during an Activity.
- 11. Cameras.** Ballred shall be permitted to install cameras, poles, and related equipment (“Cameras”) at the Leased Property on behalf of ONSL, which Cameras shall remain the property of ONSL and may be removed after the conclusion of the Term. ONSL shall be the sole owner of the Cameras and no

ownership, license, use, or other rights are conferred upon any other party, including Hope Mills, through this Agreement. In the event Hope Mills or any other party desires to use the Cameras, a separate agreement must first be entered into with ONSL.

12. Third-party Use Considerations. Third-party use of the Leased Property is defined as non-ONSL baseball and non-Hope Mills use. Third-party use of the Leased Property shall be scheduled and/or restricted by Hope Mills as deemed appropriate by Hope Mills. Hope Mills agrees not to have use agreements with any baseball team that would be deemed as competition to Ballred, the Team, and/or the Old North State League during the term of the Agreement.

13. Management. Ballred agrees to provide adequate personnel to supervise the Activity taking place at and upon the Leased Property. Except as specifically set forth herein, Hope Mills shall be responsible for the day-to-day operations of the Leased Property.

14. Additional Improvements. If Ballred desires to make additional improvements to the Leased Property, the Parties may agree to amend this contract to add additional time to the Term for any additional improvements to the Leased Property that Hope Mills approves. If Ballred and Hope Mills agree to the construction of additional seating, Ballred shall have the sole and exclusive naming rights to the additional seating during the Term. Any additional improvements will become the Town of Hope Mills property at the conclusion of the Term.

15. Transfer Rights to New Ballpark. Any time Hope Mills constructs a new ballpark during the Term, Ballred shall have the option during the construction of the new ballpark and for a period of up to three (3) months following completion of the new ballpark to substitute the new ballpark as the “Leased Property” for the remainder of the Term. Ballred’s exercise or waiver of this right shall not forfeit Ballred’s right to exercise or waive the right if additional new ballparks are constructed during the Term (i.e., Ballred’s right to transfer shall renew for each new ballpark constructed during the Term).

16. Termination. In addition to any other remedies that may be specified herein, Ballred’s failure to comply with this Agreement is grounds for

termination of this Agreement by Hope Mills upon notice to Ballred and a reasonable opportunity to cure.

17. Acceptance, Access, Right of Entry, Repairs, and Maintenance.

Ballred agrees to accept the Leased Property in its current condition and make the aforementioned upgrades. Notwithstanding the foregoing, Hope Mills, including but not limited to its trustees, officials, officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Leased Property at any time, without notice to Ballred, for any reason, including for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Leased Property which Hope Mills, in its sole discretion, determines to make or for any other purpose which Hope Mills deems appropriate as it relates to the physical facility and equipment. Ballred shall promptly notify Hope Mills in writing of any need of repair or maintenance to any portion of the Leased Property and shall allow reasonable time for Hope Mills to have access to the facility to provide the maintenance and repairs as needed and as designated by Hope Mills. Ballred shall at its sole cost and expense, be responsible for keeping the Leased Property in a safe, good, clean, neat, attractive, pleasant, and sanitary condition during an Activity.

18. Utilities. Hope Mills shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by Ballred in connection with the occupancy and use of the Leased Property in accordance with this Agreement.

19. Compliance with Applicable Law. Ballred shall conduct the Activity in an orderly manner in full compliance with all Hope Mills policies, regulations, rules, and practices and with all applicable federal, state, and local laws and ordinances.

20. Separate Program Responsibilities. Hope Mills agrees that it will provide reasonable supervision of participants of Hope Mills-sponsored events for the protection of the facility. Likewise, Ballred agrees that it will provide reasonable supervision of participants to ensure their safety and well-being during the Activity.

21. Activity with Minor Participants. If any portion of the Activity involves the participation of minors (those under the age of 18) on the playing field, Ballred shall require a parent or guardian to sign a waiver prior to entering the playing field. If any portion of the Activity involves the participation of minors (those under the age of 18) outside of the playing field, Ballred shall provide adult supervisors as herein stated and perform, at no cost to Hope Mills, a criminal background check on all adult supervisors. Adult supervisors shall remain at the Leased Property for the duration of the off-field Activity, and the following minimum adult supervisor-to-minor participant ratio based upon the majority of the participants' ages shall be observed at all times other than on field events during the game:

Participant Age	Supervisors	Participants
4-5 years	1	5
6-8 years	1	8
9-14 years	1	10
15-17 years	1	12

22. Obstructions. All portions of driveways, entrances, exits, sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities, law enforcement or emergency responders, of the Leased Property shall be kept unobstructed by Ballred and shall not be used by Ballred for any purpose other than ingress to or egress from the Leased Property.

23. Logos and Marks. Ballred shall not use the logos, marks, or names of Hope Mills for any purpose without the prior written approval of Hope Mills except to indicate the location of the Activity.

24. Meetings of the Parties. Ballred and Hope Mills agree to meet at least two times per year to jointly review usage and maintenance schedules and the requirement for amendments to this Agreement.

25. Indemnification. Each party accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to the acts of nonfeasance, malfeasance,

misfeasance, or negligence committed by the Party or the Party's agents or employees while in the performance of their duties or assignments under this Agreement, to the extent permitted or limited by law. Notwithstanding any other provision of this Agreement, the liability of Hope Mills, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or Hope Mills's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. § 143-291 et. seq. Hope Mills does not waive any rights or defenses under the North Carolina Tort Claims Act. Nothing in this agreement shall be construed to create any contractual or other duty for the Town of Hope Mills, or its employees, agents, and officials.

26. Insurance. At all times during its use of the Leased Property, Ballred, at its sole cost and expense, shall purchase and maintain all of the following policies:

26.1. Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury, and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.

26.2. Workers' compensation insurance, as required by North Carolina law.

All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of Ballred with Hope Mills named as an additional insured using ISO Form CG 2026 or equivalent. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to Hope Mills. Ballred shall provide to Hope Mills each policy or certificate of insurance evidencing such policy issued on Accord Form 25 or equivalent, at least **10 business days prior** to the start of the Activity.

- 27. Damage or Destruction by Fire or Other Casualty.** If the Leased Property is destroyed by fire or other casualty or act of God, then this Agreement shall terminate as of the time of such destruction without action on the part of either Hope Mills or Ballred. In the event that the Leased Property so damaged by fire, other casualty, or act of God that more than 50% of the Leased Property cannot reasonably be used by Ballred in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in Hope Mills's sole opinion, be economically repaired, then either Party shall have the option to terminate this Agreement without penalty by the provision of written notice to the other party.
- 28. Force Majeure.** If the Leased Property is rendered unsuitable for the conduct of the Activity or if the Activity itself must be canceled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of BCC or Ballred, the Parties are released from their obligations under this Agreement.
- 29. Assignment and Subletting.** Although Ballred does not intend to sell the Team, Ballred retains the right do so upon reasonable notice to Hope Mills. In such an event, Hope Mills may elect or consider negotiating this contract with the new buyers or terminate this agreement without penalty
- 30. Surrender on Expiration or Termination.** Upon the expiration of this Agreement or termination of this Agreement for any reason, Ballred shall yield, vacate, and deliver peaceably to Hope Mills possession of the Leased Property and any alterations, additions, and improvements made by Ballred (not including the Cameras) promptly and as good condition, order, and repair as it received the property except for reasonable wear and tear and acts of God.
- 31 Liens.** Ballred agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the Leased Property or upon the right, title, or interest of Ballred created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of Ballred and in any event Ballred will protect, indemnify, and save harmless Hope Mills from and in respect of any and all such claims.

32. Quiet Enjoyment. Hope Mills agrees that Ballred may peacefully and quietly have, hold, and enjoy the said Leased Property upon all the terms of this Agreement.

33. Relationship of the Parties. Ballred and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with Hope Mills with respect to the subject matter of this Agreement.

34. Entire Agreement. This Agreement, including all attachments hereto, contains the entire agreement of the Parties and there is no representation inducements, or other provisions other than those expressed herein. All changes, amendments, additions or deletions shall be in writing and executed by the authorized representatives of both Parties.

35. No Waiver. The waiver by a Party of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of a Party to insist upon the other Party's performance in strict accordance with the terms of this Agreement.

36. Governing Law and Forum. This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Cumberland County, North Carolina and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of law's provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.

37. Severability. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

- 38. No Property Right.** Except for the right to use the Leased Property provided herein, under no circumstances shall this Agreement be construed as granting to Ballred any right, title, or interest of any kind in the Leased Property or any property of Hope Mills.
- 39. Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.
- 40. Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement
- 41. Legal and Regulatory Duties.** Ballred shall observe all applicable local, state, and federal laws and regulations as they pertain to Ballred's use and occupation of the Leased Property.
- 42. Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.
- 43. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 44. Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Town of Hope Mills: "Hope Mills"

Ballred, LLC: "Ballred"

By: _____
Chancer F. McLaughlin

By: _____
Alec Allred

Title: Interim Town Manager

ATTEST:

Jane G. Starling, Town Clerk

ATTACHMENT 1

Leased Property



TAB 8



Town Manager's Report

BOARD OF COMMISSIONERS REGULAR MEETING | NOVEMBER 6, 2023

UPCOMING EVENTS

HOPE MILLS PD: Walk With a Cop :
The November Dates for our Walk With a Cop Initiative are:
November 9, 2023 from 3:30pm to 5:00pm
November 21, 2023 from 7am to 8:30am



WALK WITH A COP

Care for some company during your daily walk? Members of the HMPD will be staggered along the walking trail and available for your questions/concerns or a simple chat!

JOIN US ON HOPE MILLS MUNICIPAL PARK WALKING TRAIL

5770 Rockfish Road
Hope Mills, NC 28348

OCTOBER 26, 2023
3:30 p.m. - 5:00 p.m.

OCTOBER 30, 2023
7:00 a.m. - 8:30 a.m.

NOVEMBER 9, 2023
3:30 p.m. - 5:00 p.m.

NOVEMBER 21, 2023
7:00 a.m. - 8:30 a.m.

BUILD
• Community Relations
• Trusting Relationships
• Increased Awareness of Community-wide Issues



Christmas Parade Registration is NOW OPEN!!! Would you like to participate in the 2023 Hope Mills Christmas Parade? Registration will be open from October 15, 2023 through November 19, 2023. The "Christmas Parade of Lights" will begin December 2, 2023 at 5:00pm. Please note that the Lake Park will be closed for parking beginning December 1st through Saturday evening, December 2nd for Christmas events. Please contact the Parks and Recreation Department at 910-426-4109 for more info.

HOPE MILLS PARKS & RECREATION

Christmas Parade OF LIGHTS

SATURDAY, DECEMBER 2, 2023

5:00pm

Parade Start: Rockfish Elementary
Parade End: Hope Mills Middle

(910) 426-4109
townofhopemills.com

AROUND TOWN

Domestic Violence Awareness
Suffering in Silence
"The #1079 Initiative"

October is...
DOMESTIC VIOLENCE Awareness Month
Suffering In Silence the #1079 Initiative

National Domestic Violence Hotline: 1-800-799-7233 / www.thehotline.org
Local Hotline: 910-426-4109
Phoenix Center 24-hour hotline: 910-426-4109
Hope Mills Police Department Victim Services: 910-705-3560

Domestic Violence Awareness - Suffering in Silence: "The #1079 Initiative": October is nationally recognized as Domestic Violence Awareness Month, and this year the Town of Hope Mills has created a new initiative to support local victims of domestic violence. The program will extend on as a permanent endeavor to allow the Town of Hope Mills to continue its support of victims of domestic violence. Please continue to donate your cell phones!!!
Hope Mills Police Department Victim Services: 910-705-3560
National Domestic Violence Hotline: 1-800-799-7233
www.thehotline.org

HOPE MILLS TRUNK OR TREAT

The Town of Hope Mills held their annual Trunk or Treat event on Friday October 27, 2023 at Rockfish Elementary School. The event was a huge success with more than 2,000 people attending! This is a very impactful event that allows for parents to provide our youth with a safe environment to enjoy Halloween festivities.



Town of Hope Mills & Rockfish Elementary PRESENTS

SCAN TO REGISTER

TRUNK OR TREAT

FRIDAY OCT 27th 5:30 PM - 7:30 PM

YOUR TRUNK!

Registration Opens: 9/1/2023
Closes: 10/25/2023

CANDY | FOOD TRUCKS | FUN

7742 Rockfish Rd., Hope Mills, NC 28348

