

REGULAR MEETING, MONDAY, AUGUST 21, 2006

The regular meeting of the Hope Mills Board of Commissioners was called to order by Mayor Dees at 7:30 p.m. Commissioners Gorman, Legge, Smith, and Collins were present. Commissioner Luther was absent due to an out-of-town commitment.

Others present were Town Manager Roy Taylor, Town Attorney William R. Davis, Parks and Recreation Director Anita Kilgore, Finance Director David Stafford, Fire Chief Chuck Hodges, Public Works Director Bruce McLaurin, Police Captain John Smith, and Police Chief John Hodges.

Rev. Willis Mitchell, Solid Rock Bible Church, gave the invocation, and Mayor Pro-Tem Gorman led the Pledge of Allegiance.

1. AGENDA ADJUSTMENTS, ADDITIONS, DELETIONS TO THE AGENDA.

Commissioner Collins made a motion to conduct a Closed Session to discuss personnel matters. Commissioner Gorman seconded, and the motion carried unanimously.

Mayor Dees suggested the Closed Session be placed immediately following Official Concerns.

2. STATUS REPORT ON HOPE MILLS LAKE/DAM PROJECT.

Mayor Dees commented the Town had received the Corps of Engineers permit which would be used for the bid packages and hopefully these would be completed as soon as possible. He remarked there were some requirements noted in the permit, but felt these could be complied with. Mayor Dees said this was the last hurdle in getting started on the project and the Town was well on its way to beginning the bidding process.

Mr. Taylor commented that the engineers were preparing the bid packages and hopefully these would be completed within 60 days.

Mayor Dees opened the floor for any public comments or questions, and there were none.

3. STATUS REPORT ON RECREATION CENTER.

Mr. Taylor distributed to the Board a construction completion schedule, and stated the sidewalks were going in, the power lines, communication lines, a lot of touch up work was being done, and painting at this time.

Commissioner Legge commented the building was looking good and was coming together very nicely.

4. PUBLIC COMMENTS.

Craig Archer, 5321 Pringle Way, President of the Hope Mills Youth Association, thanked the Town for all its support received for the Hope Mills Youth Association Major League Dixie Youth Baseball World Champions. Mr. Archer requested a parade or an escort to honor the team in their victory. He stated this would be coordinated with the Police Department, and they would like to recognize the team and bring them to Brower Park.

REGULAR MEETING, MONDAY, AUGUST 21, 2006

Mayor Dees asked if Mr. Archer was asking for a police escort, and Mr. Archer responded yes. Police Chief Hodges noted this could be arranged. Mr. Archer stated the event was planned for Saturday, August 26th, at approximately 11:00 a.m., and he would like to coordinate with town staff on this request. Chief Hodges said this could be arranged with the concurrence of the Town Manager.

In response to a question from Mayor Dees, Mr. Archer stated the procession would start at Hope Mills Middle School and would end up at Brower Park and there would possibly be five to six vehicles.

Mr. Taylor stated since this would be under escort by the Police Department, he felt this could be accommodated, and Chief Hodges concurred.

Mayor Dees stated at this time he would like to invite the All-Star team to the South View High School home football game to be honored at half-time.

5. MAYORAL PROCLAMATION: NATIONAL ALCOHOL AND DRUG ADDICTION RECOVERY MONTH, SEPTEMBER, 2006.

Mayor Dees read the proclamation and called upon all the citizens to observe this month with appropriate programs, activities and ceremonies supporting the theme "Join the Voices for Recovery: Build a Stronger, Healthier Community".

6. CONSENT AGENDA:

Mayor Dees presented the consent agenda, and asked if there were any items the Board wished moved to the regular agenda for discussion.

Commissioner Legge made a motion to approve the consent agenda items. Commissioner Collins seconded, and the motion carried unanimously.

- a) Consideration to approve Minutes of the August 7, 2006 Regular Meeting.

Minutes approved as written.

- b) Consideration to appoint Mayor Dees, voting delegate, and Mayor Pro Tem Gorman, alternate voting delegate, for the NCLM Annual Business Meeting, October 17, 2006.

Mayor Dees appointed voting delegate and Mayor Pro Tem Gorman appointed alternate voting delegate.

"END CONSENT AGENDA"

7. PUBLIC HEARING: Case No. P06-1. Consideration of ordinance amendment rezoning from R-10 Residential District to R-5A Residential District, or to a more restrictive zoning classification, for an area located between Butler Street and Dove Drive, south of North Main Street, containing 0.47 acres, more or less, and being the property of Harold M. Dove and wife, Juanita B. Dove.

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses of the area. He noted this

REGULAR MEETING, MONDAY, AUGUST 21, 2006

was vacant land, and reviewed the general characteristics of the property. He reported that the 2010 Land Use Plan called for low density residential at this location, and the average daily traffic count was 20,000-22,000 vehicles per day (North Main Street). Mr. Taylor reported that the Planning Board at its August 14th meeting recommended approval of the rezoning from R-10 Residential District to R-5A Residential District.

Mayor Dees opened the public hearing and asked if there was anyone who wished to speak on the matter. There being no one to speak in opposition or in favor of the matter, the public hearing was closed.

Commissioner Smith made a motion to approve the rezoning to R-5A Residential District. Commissioner Gorman seconded, and the motion carried unanimously.

AMENDMENT
TO THE
ZONING ORDINANCE
OF THE
TOWN OF HOPE MILLS, NORTH CAROLINA

THE BOARD OF COMMISSIONERS OF THE TOWN OF HOPE MILLS, NORTH CAROLINA, DOES ORDAIN:

1. That an area located between Butler Street and Dove Drive, south of North Main Street, and being more particularly described as follows is hereby rezoned from R10 Residential District to R5A Residential District.

BEGINNING at an iron stake said iron stake being the southeast corner of the land conveyed to Sanford O. Butler and wife, Elishia P. Butler as recorded in Deed Book 2125, Page 83, Cumberland County Registry, said iron stake also being the northwest corner of Lot #3, Crest Hill Subdivision, as recorded in Plat Book 26, Page 27, Cumberland County Registry and the northeast corner of the 1.14 acre tract conveyed to Glenn H. Lowery as recorded in Deed Book 2049, Page 633, Cumberland County Registry, and running thence with Lowery's southern line North 66 degrees 35 minutes West 164.57 feet to an iron stake the southwest corner of the tract of which this is a part; thence with the western line of said tract North 18 degrees 44 minutes East 136.40 feet to an iron stake, a new corner; thence with a new line South 59 degrees 38 minutes East 165.77 feet to an iron stake, the northwest corner of Lot #2 of aforesaid Crest Hill Subdivision and the eastern line of the tract of which this is a part; thence with said eastern line and the western line of Lot #2 South 17 degrees 55 minutes West 116.42 feet to the BEGINNING, containing 0.47 acres, more or less.

2. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the Town of Hope Mills, North Carolina, this 21st day of August, 2006.

EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

In response to a question from Commissioner Legge, Mr. Taylor stated the subject property was under consideration for purchase by an adjacent land owner who had road frontage.

REGULAR MEETING, MONDAY, AUGUST 21, 2006

8. **PUBLIC HEARING: Case No. P06-2.** Consideration of ordinance amendment rezoning from R-6A Residential District to C(3) Heavy Commercial District, or to a more restrictive zoning classification, for an area located at 2630 and 2634 Hope Mills Road, containing 0.89 acres, more or less, and being the property of Jeanette Blake Trogon.

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses in the area. Mr. Taylor reported that the 2010 Land Use Plan called for heavy commercial zoning at this location, and stated the average daily traffic count on Hope Mills Road was 18,000-21,000 vehicles per day. Mr. Taylor briefly reviewed the characteristics of the land, and reported that the Planning Board at its meeting on August 14th recommended C(3) Heavy Commercial at this location.

Mayor Dees opened the public hearing. There being no one to speak in favor or in opposition to the matter, the public hearing was closed.

Commissioner Legge made a motion to rezone the property C(3) Heavy Commercial District. Commissioner Collins seconded, and the motion carried unanimously.

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THE BOARD OF COMMISSIONERS OF THE TOWN OF HOPE MILLS, NORTH CAROLINA, DOES ORDAIN:

1. That an area located at 2630 and 2634 Hope Mills Road, and being more particularly described as follows is hereby rezoned from R6A Residential District to C3 Heavy Commercial District.

BEGINNING at a point on the west margin of Hope Mills Road, said point being the southeast corner of Lot 3, and thence the following courses and distances: North 87 degrees 30 minutes West 200 feet; thence North 5 degrees 30 minutes East 200 feet; thence South 87 degrees 30 minutes east 200 feet to a point in the west margin of Hope Mills Road; thence along the west margin of Hope Mills Road south 5 degrees 30 minutes west 200 feet to the point and place of BEGINNING, containing 0.89 acres, more or less. Excepted from this tract lands conveyed to NCDOT as recorded in Deed Book 5366, Page 788, Cumberland County Registry.

2. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the Town of Hope Mills, North Carolina, this 21st day of August, 2006.

EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

REGULAR MEETING, MONDAY, AUGUST 21, 2006

9. **PUBLIC HEARING: Case No. P06-3. Consideration of ordinance amendment rezoning from R-6A Residential District to C(P) Planned Commercial District, or to a more restrictive zoning classification, for an area located at 2641 and 2643 Hope Mills Road, containing 3.58 acres, more or less, and being the property of Elmwood Partners, LLC.**

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses of the area. He stated the 2010 Land Use Plan called for heavy commercial at this location and the average daily traffic count was 18,000-21,000 vehicles per day along Hope Mills Road. Mr. Taylor stated the Planning Board at its August 14th meeting recommended approval of C(P) Planned Commercial District for this location.

Mayor Dees opened the public hearing. There being no one to speak in favor or in opposition to the matter, the public hearing was closed.

Commissioner Collins made a motion to rezone the property to C(P) Planned Commercial District. Commissioner Smith seconded, and the motion carried unanimously.

**AMENDMENT
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TOWN OF HOPE MILLS, NORTH CAROLINA**

THE BOARD OF COMMISSIONERS OF THE TOWN OF HOPE MILLS, NORTH CAROLINA, DOES ORDAIN:

1. That an area located at 2641 and 2643 Hope Mills Road, and being more particularly described as follows is hereby rezoned from R6A Residential District to C(P) Planned Commercial District.

BEGINNING at a concrete monument in the eastern right-of-way of N.C. 59 (30' from the center), said point being about 56.7 feet from the intersection of the right-of-way of N.C. 59 the following three chords: (1) North 7 degrees 38 minutes East 113.02 feet, (2) North 7 degrees 07 minutes 20 seconds East 112.00 feet, (3) North 6 degrees 36 minutes East 112.00 feet to a two-inch iron pipe, Cashwell's southwest corner; thence with the Cashwell and Baker lines South 88 degrees 15 minutes East 386.50 feet to a ½ inch iron pipe; thence South 01 degree 46 minutes 40 seconds West 462.27 feet to a two-inch iron pipe in Lera Johnson's line at James Buie's southwest corner; thence with the Johnson line North 71 degrees 22 minutes West 436.74 feet to the point of BEGINNING, containing 3.58 acres, more or less, and being all of that tract of land conveyed to Neil Harold Buie as shown in Deed Book 647, Page 144, Cumberland County, North Carolina Registry.

2. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the Town of Hope Mills, North Carolina, this 21st day of August, 2006.

EDDIE DEES, MAYOR

ATTEST:

REGULAR MEETING, MONDAY, AUGUST 21, 2006

Phyllis C. Register, MMC, Town Clerk

10. **PUBLIC HEARING: Case No. P06-4.** Consideration of ordinance amendment rezoning from R-6A Residential District to C(P) Planned Commercial District, or to a more restrictive zoning classification, for an area located on the east side of Hope Mills Road, south of Cumberland Road, containing 0.92 acres, more or less, and being the property of Riddle Properties, LLC.

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses of the area and the characteristics of the property. He stated this was a total of five lots, and the 2010 Land Use Plan called for heavy commercial (lots fronting along Hope Mills Road), and medium density residential (two rear lots). Further, Mr. Taylor reported that the average daily traffic count in this area varied from 13,000-22,000 vehicles per day. Mr. Taylor stated the Planning Board at its August 14th meeting recommended approval of rezoning this property to C(P)Planned Commercial District.

Mayor Dees opened the public hearing. There being no one to speak in favor or opposition to the matter, the public hearing was closed.

Commissioner Gorman made a motion to rezone the property C(P) Planned Commercial District. Commissioner Legge seconded, and the motion carried unanimously.

AMENDMENT
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TOWN OF HOPE MILLS, NORTH CAROLINA

THE BOARD OF COMMISSIONERS OF THE TOWN OF HOPE MILLS, NORTH CAROLINA, DOES ORDAIN:

1. That an area located on the east side of Hope Mills Road, South of Cumberland Road, and being more particularly described as follows, is hereby rezoned from R6A Residential District to C(P) Planned Commercial District.

BEGINNING at a point in the eastern margin of Hope Mills Road, said point being the northwest corner of Lot 1 of the Koonce Subdivision;, and thence continuing the following courses and distances: South 86 degrees East 117.5 feet to the northwest corner of Lot 5 of the Carr and Wilson Subdivision; thence South 89 degrees 8 minutes East 115.4 feet to the northeast corner of Lot 5 in the West margin of Wiggins Drive; thence along the west margin of Wiggins Drive South 2 degrees 14 minutes west 145.14 feet to a point in the west margin of Wiggins Drive, said point being the southeast corner of Lot 6 of the Carr and Wilson Subdivision; thence North 89 degrees 6 feet west to the northwest corner of Lot 6; thence North 86 degrees West 117.5 feet to a point in the east margin of Hope Mills Road, said point being the southwest corner of Lot 2 of the Koonce Subdivision; thence North along the east margin of Hope Mills Road, North 4 degrees east 160 feet to the point and place of BEGINNING and being all of Lots 1 and 2 of the Koonce Subdivision, as recorded in Plat Book 19, Page 69, Cumberland County Registry, and Lots 5 and 6 of the Carr and Wilson Subdivision, recorded in Plat Book 22, Page 41, Cumberland County Registry. BEGINNING at a point in the east margin of Hope Mills Road, said point being the northwest corner of Lot 4 of the Koonce Subdivision, recorded in Plat Book 19, Page 69,

REGULAR MEETING, MONDAY, AUGUST 21, 2006

Cumberland County Registry, and thence continuing along the following courses and distances: South 86 degrees East 117.5 feet; thence South 4 degrees West 80 feet; thence North 86 degrees West 117.5 feet to a point in the east margin of Hope Mills Road, said point being the southwest corner of Lot 4, thence North along the east margin of hope Mills Road; North 4 degrees East 80 feet to the northwest corner of Lot 4, the point and place of BEGINNING, and being all of Lot 4 as recorded in Plat Book 19, Page 69, Cumberland County Registry, containing 0.92 acres more or less.

2. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the Town of Hope Mills, North Carolina, this 21st day of August, 2006.

EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

11. **PUBLIC HEARING: Case No. P06-5.** Consideration of rezoning from R10 Residential District to C(3) Heavy Commercial District, or to a more restrictive zoning classification, for an area located at 2736 Hope Mills road, containing 0.41 acres, more or less, and being the property of Barbara Jane Hathcock as evidenced by deed recorded in Deed Book 5480, Page 202, Cumberland County Registry.

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses of the area. Mr. Taylor reported the subject property was under common ownership of Barbara Jane Hathcock and Joseph P. Riddle, III. He stated that the Riddles owned property to the north and south of the subject property and the intended use was for future development. Mr. Taylor reported the Planning Board at its August 14th meeting recommended approval of C(3) Heavy Commercial District. In addition, Mr. Taylor reported there was no opposition at the Planning Board meeting, but there was someone to speak in support of the rezoning as this would be beneficial to the area. Mr. Taylor also reported that the 2010 Land Use Plan called for heavy commercial district at this location, and the average daily traffic count was 21,000 vehicles per day along Hope Mills Road.

Mayor Dees opened the public hearing. There being no one to speak in favor or in opposition to the matter, the public hearing was closed.

Commissioner Smith made a motion to rezone the property C(3) Heavy Commercial District. Commissioner Collins seconded, and the motion carried unanimously.

12. **PUBLIC HEARING: Case No. P06-6.** Consideration of ordinance amendment rezoning from R10 Residential District to R5A Residential District, or to a more restrictive zoning classification, for an area located on the north side of Home Stretch Drive, Steeplechase Subdivision, and north of its intersection with Blacks Bridge Road, containing 7.36 acres, more or less, and being the property of NPS Associates.

REGULAR MEETING, MONDAY, AUGUST 21, 2006

Mr. Taylor displayed a map of the property and reviewed the current zoning and land uses of the area. Mr. Taylor noted this property was part of the Steeplechase development, and the Planning Board at its August 14th meeting recommended rezoning the subject property R5A as requested. Further, Mr. Taylor noted the 2010 Land Use Plan called for medium density residential at this location, and the average daily traffic count was 6,200 vehicles per day along Blacks Bridge Road.

Mayor Dees opened the public hearing.

Wanda Faass, 5632 Shady Pine Court, asked if there were any future plans for traffic control at this location. She stated this was a very high traffic area and was very dangerous. Ms. Faass also expressed concerns for the safety of children waiting for school buses.

Mr. Taylor stated there were no plans to signalize the entrance at this time, however, DOT planned to realign the curve along Blacks Bridge Road. Mr. Taylor noted that the speed limit had been reduced in this area and the Police Department did cite violators. Mr. Taylor stated he would press DOT concerning the realignment of the curve.

Jimmy Kizer, Moorman, Kizer & Reitzel Engineers, stated the proposed dwelling units were a part of the original development plan, and DOT had required the driveway improvements as approved. He stated the overall plan concept had been multi-family and had received county approval as well as the Town of Hope Mills review.

Commissioner Legge asked if there were any plans to open any roads from the existing subdivision to Fairway Forest. Mr. Kizer said there were no plans for any roads to cut through as the creek would preclude cutting a road and crossing through.

There being no one else to speak, the public hearing was closed.

Commissioner Smith made a motion to rezone the property R5A Residential District. Commissioner Gorman seconded, and the motion carried unanimously.

AMENDMENT
TO THE
ZONING ORDINANCE
OF THE
TOWN OF HOPE MILLS, NORTH CAROLINA

THE BOARD OF COMMISSIONERS OF THE TOWN OF HOPE MILLS, NORTH CAROLINA DOES ORDAIN:

1. That an area located on the north side of Home Stretch Drive, Steeplechase Subdivision, and north of its intersection with Blacks Bridge Road, and being more particularly described as follows, is hereby rezoned from R10 Residential District to R5A Residential District.

BEGINNING at the southern-most corner of Lot 264 of Steeplechase Section One as recorded in Plat Book 114, Page 132, Cumberland County, North Carolina Registry and running to and with Hilton's Southeast line (Deed Book 3393, Page 0537), North 40 degrees 57 minutes 43 seconds East, 1067.41 feet to a corner in the western right-of-way margin of Haskell Drive; thence with said right-of-way and beyond with the western line of Lots 20

REGULAR MEETING, MONDAY, AUGUST 21, 2006

and 19 of Fairway Forest Section Five as recorded in Plat Book 114, Page 132 and beyond South 09 degrees 07 minutes 44 seconds West 1146.22 feet to a point in the northern right-of-way margin of Home Stretch Drive; thence with said right-of-way margin the following courses and distances; North 76 degrees 02 minutes 39 seconds West 43.26 feet to a point; with a curve to the left on a radius of 340.00 feet an arc distance of 131.54 feet (chord North 47 degrees 50 minutes 48 seconds West, 130.72 feet) to a point of tangency; North 58 degrees 55 minutes 47 seconds West 419.52 feet to a point of curvature; with a curve to the left on a radius of 340.00 feet an arc distance of 22.53 feet (chord North 60 degrees 49 minutes 42 seconds West 22.53 feet to the POINT OF BEGINNING, containing 7.36 acres more or less.

2. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Commissioners of the Town of Hope Mills, North Carolina, this 21st day of August, 2006.

EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

13. CONSIDERATION TO ADOPT MUNICIPAL PARK CONCESSION STAND LEASE AGREEMENT WITH TIMMY GRAY, d/b/a BIG T'S SNACK, APRIL 1, 2007 - SEPTEMBER 30, 2011.

Mr. Taylor presented the proposed lease and stated it was for five years.

In response to a question from Mayor Dees, Mr. Taylor stated the current lease ends on September 6, 2006.

Commissioner Legge made a motion to adopt the lease. Commissioner Smith seconded, and the motion carried unanimously.

Mayor Dees asked if a five year lease was customary, and Mr. Taylor responded that it was and was not unusual.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

MUNICIPAL PARK CONCESSION STAND LEASE

This LEASE AGREEMENT, made and entered into this **21st day of August, 2006**, by and between the **TOWN OF HOPE MILLS**, a North Carolina municipality, located in Cumberland County, North Carolina, hereinafter referred to as LESSOR, and **TIMMY GRAY, d/b/a Big T s Snack**, hereinafter referred to as LESSEE.

WITNESSETH

That for and in consideration of the rental hereinafter reserved and the covenants and agreements herein contained, LESSOR has agreed to lease and does here by demise and lease unto LESSEES, and LESSEES have agreed to take and lease and do hereby lease from LESSOR, that certain area as more particularly described in Appendix A attached hereto, known as the concession stand, located in

REGULAR MEETING, MONDAY, AUGUST 21, 2006

the Hope Mills Municipal Park Pavilion, Hope Mill, Cumberland County, North Carolina, subject to the terms and conditions hereinafter set as follows:

1. Term of Lease. The term of this lease shall be for the period, commencing at 8:00 a.m. on the 1st day of April, 2007, and ending at 8:00 a.m. on the 30th day of September, 2011, both dates inclusive.
2. Rental. As rental for said premises, LESSEE shall pay to LESSOR, each month and without notice or demand therefor, the sum of \$120.00 on the 5th day of the following month, for the period of operation, April 1 - September 30.
3. Condition of Premises and Trade Fixtures. LESSEE hereby accept the premises in their present "as is" condition and will, at their own expense, make any and all necessary improvements, including, but not limited to, electrical and plumbing hookups, to accommodate the operation of the concession business, in accordance with the appropriate electrical, plumbing, building and health codes. All trade fixtures installed by LESSEE (i.e., permanently affixed to the premises) shall be considered part of the real property and shall, upon the termination of this lease, become and remain the property of LESSOR.
4. Use of premises. LESSEES shall make no unlawful or offensive use of the premises. LESSEE, their agents and employees, shall at all times treat all customers and patrons of the premises in a courteous and respectful manner and shall operate the business in a professional and businesslike manner. No alcoholic beverages of any kind will be sold by LESSEES either for on or off premises consumption. It is expressly agreed that this Lease is executed in order that LESSEES may conduct a concessionaire (i.e., concession stand) business upon the premises and that said premises shall not be put to any other use without the prior written consent of LESSOR. LESSEES shall promptly pay all rents as and when the same become due, and shall deliver up the said premises at the end of the term or the sooner termination thereof, In good order and condition, reasonable wear and tear excepted. During the term of the lease, LESSEES shall, on a daily basis, keep and maintain the leased premises, including the restroom facilities, in a safe and sanitary condition, clean and free of debris and trash. LESSEES shall also be responsible for seeing that all debris and trash are placed in appropriate garbage receptacles and shall pay the commensurate for-profit rate to the Town of Hope Mills for the collection and disposal of same.
5. Utilities. During the term of the lease. LESSEE shall provide and promptly pay all lights, water, electricity, telephone, sewer and all other charges for utilities used on the premises.
6. Alterations and Repairs.
 - a) LESSEE shall make necessary improvements to the concession building and add necessary equipment to meet all requirements of the Cumberland County Health Department within 180 days of the execution of the Lease.
 - b) Repairs. During the term of this lease, LESSOR shall make all repairs so as to keep the outer walls and roof of the building in proper and substantial repair, within a reasonable time after the necessity, nature and location thereof has been called to its attention by the LESSEE. All other repairs to the leased premises shall be the responsibility of the LESSEE.
 - c) Alterations. During the term of this Lease, LESSEE shall make no substantial alterations to the leased premises without the prior written consent of LESSOR, which said contract will not be unreasonably withheld.
7. Permits, Licenses, Laws and Regulations. It is expressly agreed that this lease is

REGULAR MEETING, MONDAY, AUGUST 21, 2006

executed and accepted subject to all lawful zoning ordinances and regulations of the Town of Hope Mills, North Carolina, and all statutes, laws and regulations of Cumberland County, the State of North Carolina, and the United States of America, now in force or hereafter adopted, which in any manner affect the use of said premises. LESSEE shall at all times observe and abide by such ordinances, laws, statutes and regulations. LESSEE shall also obtain and maintain all necessary health and sanitation, and other permits and licenses, appropriate, necessary and required for the conduct of its business upon said premises.

8. Hours of Operation. It is agreed that LESSEE may operate the concession business from no earlier than 8:00 A.M. to no later than 11:00P.M. daily during the period from April 1 through September 30, but only during such hours as the Municipal Park is open to the public.
9. Insurance. LESSEE agrees that they will at all times during the term hereof, at their own expense, maintain and keep in full force and effect public liability insurance against claims for bodily injury, death and property damage occurring in or on or about the demised premises and will also provide at their own cost and expense, sufficient fire and extended coverage, vandalism and malicious mischief insurance covering the contents of the demised premises as LESSEE and LESSOR shall agree is appropriate. LESSEE shall furnish to LESSOR a copy of said current insurance policy prior to the commencement of each year of the Lease and LESSOR shall be designated in the policy as an additional insured. The policy shall also contain provisions which give to LESSOR 30 days notice in advance of any cancellation of said policy.
10. Assignment and Substitutions. This Lease shall not be transferred or assigned, nor the premises or any part thereof sublet by the LESSEE without the prior written consent of LESSOR.
11. Hold Harmless. LESSEE agrees to protect, defend, indemnify and hold the LESSOR, its Officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence or intentional wrongful conduct of the LESSEE, their agents or employees. LESSEES further agree to investigate, handle, respond to, provide defense for and defend the same at their sole expense and agree to bear all other costs and expense related thereof.
12. Debts and Obligations of Lessee. During the term of the Lease, LESSEE shall promptly pay when due all wages and taxes of its employees and for all materials, equipment, furnishings, appliances, supplies and merchandise obtained for sell or use on the premises. LESSEE shall also promptly pay when due all taxes and assessments of any kind or nature which may be imposed upon merchandise, inventory or other personal property installed or brought onto or sold or used upon the demised premises.
13. Lessor Not in Business with Lessee. Anything herein to the contrary notwithstanding, it is agreed that LESSOR shall in no event be deemed to be a partner of, or engaged in a joint venture with, or an associate of LESSEE for any purpose whatsoever: nor shall LESSOR be liable for any debts incurred by LESSEE in the conduct of their business or otherwise. The relationship of the parties during the term of this agreement shall at all times be only that of LESSOR and LESSEE.
14. Bankruptcy or Insolvency of Lessee. It is expressly agreed that if at any time during the term of the Lease, LESSEE, or either of them, should be adjudged bankruptcy or insolvent by the Federal or State court of competent jurisdiction, LESSOR may at its

REGULAR MEETING, MONDAY, AUGUST 21, 2006

option, declare this Lease terminated and canceled and take possession of said premises.

- 15. Default. This Lease is made upon the express condition that if the LESSEE shall neglect to make any payment of rent when due, or neglect to keep and fulfill any of the covenants and agreements herein provided on their part to be kept and fulfilled, and shall remain in default thereof for a period of 15 days after notice from the LESSOR of any such default, the LESSOR, its successors or assigns, may thereupon enter upon the premises and expel the LESSEE therefrom, without prejudice to any other remedy which the LESSOR, its successors and assigns, may have on account of such default.
- 16. Quiet Enjoyment. LESSOR does hereby covenant and agree with the LESSORS that, subject to the terms and conditions herein above set forth, the LESSEE shall have and enjoy said premises during the term herein provided for, free and clear from the adverse claims of any and all other persons whomsoever.
- 17. Binding Effect. The Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

In Testimony Whereof, the LESSOR has caused this Lease to be executed in its name by its Mayor and attested by its Town Clerk and the LESSEE has hereunto set his hand and seal, all in duplicate, this day and year first above written.

TOWN OF HOPE MILLS

By: _____
EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

TIMMY GRAY, d/b/a
Big T's Snack Shack

STATE OF NORTH CAROLINA

CUMBERLAND COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that PHYLLIS C. REGISTER, Town Clerk, personally appeared before me this day and acknowledged that she is Town Clerk of THE TOWN OF HOPE MILLS, a North Carolina municipality, and that by authority duly given and as the act of the Town, the foregoing LEASE was signed in its name by its Mayor, sealed with its corporate seal and attested by her, as its Town Clerk.

Witness my hand and Notarial Seal, this _____ day of August, 2006.

NOTARY PUBLIC

My Commission Expires: _____

REGULAR MEETING, MONDAY, AUGUST 21, 2006

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public of the County and State aforesaid, certify that TIMMY GRAY, personally appeared before me this day and acknowledged the due execution of the foregoing LEASE.

Witness my hand and Notarial Seal, this _____ day of August, 2006

NOTARY PUBLIC

My Commission Expires:_____

14. OLD BUSINESS:

There was none.

15. STAFF CONCERNS.

There were none.

16. OFFICIAL CONCERNS.

Commissioner Smith commented as follows:

1. Stated he missed the last meeting due to a family vacation.
2. Congratulated the All-Stars World Champions, and thanked Mr. Archer and the Hope Mills Youth Association for their hard work.
3. Stated he was excited the Corps of Engineers permit had been received and this was one step needed to move the project forward.

Commissioner Gorman commented as follows:

1. Stated the All-Star team had done an excellent job and he was very proud of them.
2. Said he was excited the Town had received the Corps of Engineers permit, and there were some requirements stated in the permit regarding lake bed clearing.
3. Stated he was pleased with everything that was going on in Town and the Town needed to keep this positive flow.

Commissioner Legge commented as follows:

1. Thanked everyone for attending the meeting and said more citizen input was needed.
2. Expressed appreciation to the Friends of The Lake for everything they were doing.

REGULAR MEETING, MONDAY, AUGUST 21, 2006

3. Thanked the Police Chief, Captain Smith, Mayor Dees, and Commissioner Collins, who all went to Tennessee for the All-Star team world championship and stated they had a fantastic trip to Nashville.
4. Stated he would like the area businesses to display congratulation banners for the Dixie Youth World Series Champions baseball team.

Commissioner Collins commented as follows:

1. Thanked the citizens for attended the meeting.
2. Congratulated the Hope Mills All-Star team and said they were great, and expressed appreciation to all parents and the coaches.
3. Stated there was a beautiful park in the Nashville area and if anyone was up that way, they should certainly visit the park.
4. Said he thought everyone in Town should express congratulations to the team and he would like to see some signs going up around Town.
5. Said he was glad the Corps of Engineers permit had been received.

Mayor Dees commented as follows:

1. Thanked the citizens for attending the meeting and said their attendance was always very important.
2. Congratulated the Hope Mills All-Stars County, State, and World Series Champions for Dixie Youth Majors. He stated he was proud of the players, the coaches, and parents and they were great ambassadors for the Town. Further, Mayor Dees stated he was very proud about these young people and the future they represented.
3. Congratulated Joel Acciardo for his recent promotion to Police Lieutenant Operations, and Mark Phillips promotion for Police Lieutenant Services.
4. Congratulated Jerry Thompson, Building Inspector, for his recent election as President of the North Carolina Building Inspectors Association, and said this was a great opportunity and he was glad Mr. Thompson would be able to fulfill this role.
5. Stated Board consensus was needed to set a joint meeting date with the Cumberland County Commissioners to discuss joint Planning Board issues, and Thursday September 28th had been suggested.

By consensus, the Board agreed to set a joint meeting with the Cumberland County Commissioners on Thursday, September 28th.

6. Stated that there was a letter in the newspaper recently challenging Town Officials to meet with residents and answer questions and concerns. Mayor Dees said he would like to assure everyone that the

REGULAR MEETING, MONDAY, AUGUST 21, 2006

Mayor's Office was always open to residents and he would gladly discuss fiscal concerns or otherwise and felt that the Town Commissioners were willing to do so as well. Mayor Dees said any issues that the citizens wanted to discuss, the Board would be glad to do so. Further, he stated that was one reason why the Board had the Public Comments portion of the agenda.

17. CLOSED SESSION PURSUANT TO NCGS 143-318.11(A)(3)(5)(6) TO CONSULT WITH THE ATTORNEY ON MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE AND TO DISCUSS PERSONNEL MATTERS.

At 8:17 p.m., Commissioner Collins made a motion to conduct a Closed Session to discuss personnel matters and to consult with the Attorney on attorney-client matters. Commissioner Legge seconded, and the motion carried unanimously.

Mayor Dees called for a five minute break prior to entering Closed Session.

At 8:22 p.m., Mayor Dees called the Closed Session to order.

It was Board consensus that the minutes of the Closed Session be sealed until such time as the release of the information would no longer frustrate the purpose of the Closed Session. It was noted that the Board would immediately upon returning to open session offer a motion to this effect.

18. RETURN TO REGULAR SESSION.

At 9:06 p.m., Commissioner Legge made a motion to return to regular session. Commissioner Collins seconded, and the motion carried unanimously.

19. CLOSED SESSION MINUTES.

Commissioner Gorman made a motion 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. Commissioner Collins seconded, and the motion carried unanimously.

20. ADJOURNMENT.

At 9:10 p.m., upon a motion by Commissioner Legge, seconded by Commissioner Smith and unanimously carried, the meeting was adjourned.

EDDIE DEES, MAYOR

ATTEST:

Phyllis C. Register, MMC, Town Clerk

REGULAR MEETING, MONDAY, AUGUST 21, 2006