



# **Boiling Springs Town Council**

Regular Meeting Agenda  
December 06, 2022



## Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017  
Phone 704-434-2357 | Fax 704-434-2358  
www.BoilingSpringsNC.net

## TOWN COUNCIL

MEETING AGENDA  
December 06, 2022

### ROUTINE BUSINESS

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Comment**

### REGULAR BUSINESS

1. **PALS (Partners Aligned for Literacy Success)**

Laura Beaver will give a presentation on PALS

2. **Annual Audit Presentation**

Darrell Keller, CPA, PA will give a presentation on our FY21-22 audit

3. **Personnel Policy Update**

Ms. Cheryl Brown will give a presentation on an update to our personnel policy

### REPORTS

1. **Budget Amendments**

Two of these appropriate incoming grant funds, one allocates the matching portion of those grants from ARPA funds

2. **Minutes of the November 8, 2022 Special Council Meeting**

### REGULAR BUSINESS

1. **2023 Council Meeting Schedule**

Approve the attached meeting schedule as presented or amended

2. **Discuss Economic Development**

3. **Consider Revisions to Chapter 114: Peddlers and Solicitors**

4. **Consider Shared Active Transit Ordinance and Agreement**

### REPORTS

1. **First Quarter FY 22-23 Financials**



## Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017

Phone 704-434-2357 | Fax 704-434-2358

[www.BoilingSpringsNC.net](http://www.BoilingSpringsNC.net)

## TOWN COUNCIL

MEETING AGENDA

December 06, 2022

### REPORTS

#### 1. Mayor, Council, Manager Reports

### REPORTS



## AUDIT PRESENTATION

*This is presented for your review. No formal motion is needed.*

## SUMMARY

Darrell Keller will present the FY 21-22 audit. A link is provided below for your review. Mr. Keller or one of his associates are always willing to come back at a later date and review the budget more thoroughly. If that is something Council would like to setup, or setup for a couple of Council members, please let staff know and we will coordinate.

## MATERIALS PROVIDED

- [Audit](#)



## PERSONNEL POLICY UPDATE

**Requested Action:** Motion to adopt the changes to the Personnel Policy as presented.

## SUMMARY

Ms. Cheryl Brown will present (virtually) updates to the personnel policy. She has combed through this document and updated language, added sections, and performed a comprehensive review to ensure that the language in the policy is current, legal, and beneficial for our employees while also being effectively implemented.

Some changes were made that did not change the ‘meaning’ of a section, but updated the wording to be stronger and/or more in line with current HR practices. These types of changes were not highlighted. Any changes that were added, rewritten entirely, or drastically revised are outlined in red in the attached document (the full policy). Ms. Brown has also provided a “management recommendations” document that gives a overview of the changes. The town manager reviewed these changes with her and the department heads have had the opportunity to review them as well. Staff recommends approval.

The MAPS Group has also included a benefits survey from surrounding jurisdictions. This document drove some of the changes in the personnel policy. Staff plans to utilize this during the upcoming budget process to ensure our offerings are competitive and advantageous for current and future employees.

Links are provided below for all documents.

## MATERIALS PROVIDED

- [Management Recommendations document](#)
- [Revised Personnel Policy showing changes](#)
- [Benefits Survey](#)

**TOWN OF BOILING SPRINGS  
BUDGET ORDINANCE AMENDMENT #BA221206.1**

**WHEREAS**, the Town Council of the Town of Boiling Springs adopted a budget ordinance on June 7, 2022 which established revenues and authorized expenditures for fiscal year 2022-2023; and

**WHEREAS**, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town’s budget to appropriate funds for the Level 2 Charging Rebate Agreement;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that the budget ordinance as adopted on June 7, 2022 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
	NCDEQ grant	<u>Increase</u> <u>\$ 20,000</u>
<u>Section 2.</u>	Expenditures	
	GF-Administration-fixed asset purchases	<u>Increase</u> <u>\$ 20,000</u>

This the 6<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Daniel Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Noah Saldo, Town Clerk

**TOWN OF BOILING SPRINGS**  
**CAPITAL PROJECT ORDINANCE AMENDMENT GPOA# 221206**

**WHEREAS**, the Town Council of the Town of Boiling Springs adopted a grant project ordinance on June 29, 2021 which established revenues and authorized expenditures for the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF); and

**WHEREAS**, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the grant project ordinance to fund salary expenses incurred during the grant reporting period;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that the grant project ordinance as adopted on June 29, 2021 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues-General Fund	
		<u>Increase</u>
	Appropriation from Special Revenue Fund-ARP Grant	<u>\$ 17,250</u>
<u>Section 2.</u>	Expenditures-General Fund	
		<u>Increase</u>
	General Administration salaries	<u>\$ 17,250</u>

This the 6<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Daniel Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Noah Saldo, Town Clerk

**TOWN OF BOILING SPRINGS  
BUDGET ORDINANCE AMENDMENT #BA221206.2**

**WHEREAS**, the Town Council of the Town of Boiling Springs adopted a budget ordinance on June 7, 2022 which established revenues and authorized expenditures for fiscal year 2022-2023; and

**WHEREAS**, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town’s budget to appropriate funds to contract with Retail Strategies, LLC;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that the budget ordinance as adopted on June 7, 2022 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
	Economic development grants	<u>Increase</u> <u>\$ 18,750</u>
 <u>Section 2.</u>	 Expenditures	
	GF-Administration-downtown enhancements	<u>Increase</u> <u>\$ 18,750</u>

This the 6<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Daniel Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Noah Saldo, Town Clerk



**Town of Boiling Springs  
Council  
Special Meeting Minutes  
November 08, 2022**

**ROUTINE BUSINESS**

Call to Order

PRESENT

Mayor Daniel Thomas  
Councilmember Caleb Edwards  
Councilmember Marty Thomas  
Mayor Pro-Tem Patrick Litton  
Councilmember Tommy Greene  
Councilmember Tonya Gantt

Staff:

Town Manager Justin Longino

Town Clerk Noah Saldo

Chief of Police Nathan Phillips

Lead for NC Fellow Greyson Sonntag

Mayor Thomas Called the meeting to order at 6:30PM

Adoption of Agenda

Approve as Presented

Motion made by Councilmember Edwards, Seconded by Councilmember Greene.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

Public Comment

No public comment

**CONSENT AGENDA**

**Motion to approve the consent agenda as presented approves all items unless Council would like to take a vote on an item separately**

Approve all as Presented

1. Minutes of the October 4th Council meeting
2. ARP Polices

These are requirements of the federal government for handling ARP funds

3. Budget Amendment for Pay Study Implementation

Motion made by Councilmember Greene, Seconded by Councilmember Thomas.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

**SPECIAL PRESENTATIONS**

**Creative EDC Presentation**

Crystal Morphis presented on current economic development trends

**Cleveland County Economic Development Partnership**

Brandon Ruppe with Cleveland County Economic Development Partnership gave a presentation on employment trends.

**Gardner-Webb University Update**

Nate Evans, VP for Advancement provided a brief update

**REGULAR BUSINESS**

**Revisions to Chapter 92 - Animals of the Code of Ordinances**

Town Manager Longino gave a presentation on Revisions to Chapter 92 - Animals of the Code of Ordinances

Approve ordinance #221108.01 amending Chapter 92 - Animals of the Code of Ordinances

Motion made by Councilmember Greene, Seconded by Councilmember Gantt.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

## DISCUSSION ITEMS

### Bike/Scooter Rental Program

Consensus was to move forward

### Solicitor Ordinance

Consensus of the Council was to move forward with exploration of options of potential changes.

Councilmember Litton expressed interest int making permits 6 months instead of 90 days food truck

## REPORTS

Manager, Council, and Mayor Reports

**Town Manager Longino** stated the following:

- RFP responses are due Friday for our land use plan update. If anyone is interested in reviewing those, please let staff know.
  - o We'll also be sending out an RFP, soon for our system development fee study that we budgeted funds for this year. That's the study that NC Rural water talked to Us about adding a fee for when development occurs.
- We applied for another round of ARC funding this week. That will be for a downtown strategy study.
- The Christmas parade is set for November 27th at 3:00 PM.
  - o Mrs. Kim Greene will be there as Grand Marshall
- The Christmas tree lighting will be on December 2nd, time to be determined, but the Gardner Webb Festival of Lights will be the day before and then the Christmas tree lighting on the 2nd.
- We are accepting applications for an equipment operator position in public works.
- The golf cart map is complete
- We're on track to have some options for discussion around the Old Town hall in December.
- And last, but certainly not least, I hope all of the other jurisdictions in the county are watching our meeting and they see the Cleveland Cup. The town of Boiling Springs brought home the Cleveland Cup last month.

**Councilmember Gantt** stated she was appreciative of the information that Mr. Ruppe presented.

**Councilmember Litton wanted to** thank visitors for coming out and was also appreciative of the economic development information. He also wanted to thank everyone that participated in Music on Main.

**Councilmember Edwards** mentioned meeting with the YMCA board representing the City Council. They reviewed their annual budget and are also planning their annual Turkey trot 5K on Thanksgiving Day.

**Councilmember Thomas** was appreciative of both the economic development presentations. He also stated he was very proud of the town and the work that we put into the streetscape, continuing that it's all coming together as a bigger picture item.

**Councilmember Greene** expressed his sincere appreciation for the job that Mayor Thomas has done since taking office. He commended Mayor Thomas for his leadership and the way he stepped into those shoes.

**Mayor Thomas** quoted former Mayor Ellis saying this is the best small town in America. He thanked the staff who make it all happen, commenting they are models of excellence and professionalism. He expressed appreciation for community partnerships and celebrating our representative government. He also recognized some of his students in the audience. His final comment was about how it's all work, but it's work worth doing.

## **ADJOURN**

Adjourn at 7:50pm

Motion made by Councilmember Edwards, Seconded by Councilmember Greene.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton, Councilmember Greene, Councilmember Gantt



## 2023 TOWN COUNCIL MEETING SCHEDULE

The Town Council meets on the 1<sup>st</sup> Tuesday of each month at 6:30 p.m. unless otherwise announced

January 10 (Due to first Tuesday being on January 3<sup>rd</sup>)

February 7

March 7

March 18 11:00 AM (Planning retreat)

April 4

May 2

June 6

July 11 (Due to first Tuesday being on July 4<sup>th</sup>)

August 8

September 5

October 3

November 7

December 5 (Swearing In)

[www.boilingspringsnc.net](http://www.boilingspringsnc.net)



## DISCUSS ECONOMIC DEVELOPMENT

Several items are included with this agenda item. Staff included them as one item as they all seemed related under the economic development umbrella or overlapped from a funding perspective, and we wanted Council to be able to discuss them together.

Council may take action on any, all, or none of these items. Specific items for action are outlined here and in the summary below.

- **Conceptual Execution Package** *(for review)*
- **List of Available Properties in Town** *(for review)*
- **Retail Strategies Agreement** *(staff recommends approval)*
  - o **MOU with Cleveland County and GWU**
- **Options for Old Town Hall** *(motion or feedback)*
- **Overview of ARPA Funds** *(for feedback/discussion, but a motion could be made for specific use of funds)*

## SUMMARY

The first item is a high-level overview of the process to build the retail space in front of Town Hall (tentatively being referred to as Town Commons Plaza). Staff felt Council wanted to be methodical and deliberate in their approach to this project. Therefore, we took each step separately (where several steps could coincide if we wanted to move more quickly) and built-in “check-in” points where Council would review progress and consider the next step. As there is a focus on recruitment of tenants for this space, staff recommends entering into the agreement with Retail Strategies (and subsequent MOU) to take steps to recruit businesses to existing space and to engage potential businesses for the proposed retail space. For your review, we have compiled a list of available and potentially available properties in Town (link below).

Mr. Sonntag has worked diligently to solicit bids from companies to tear down the old Town Hall at 145 S. Main Street. He spoke to several companies, only one of which sent in a formal bid (due to staff on Monday, 12/5). This is a smaller company that seems eager to take on a larger project than they have previously completed. Another firm (Sisk Contracting), which is a large, regional operation, said the “risk isn’t worth the reward” for them and ultimately decided to pass on the project. They felt the project was too involved for them at the present time, but did say that it would be “over \$120k.” They also recommend another firm such as D.H. Griffin to complete the project. D.H. Griffin did not want to bid on the project without a more formal plan.

With this feedback, staff recommends parceling off the area from the gym up to Main St. and listing it for sale. This could attract a potential developer or generate interest for a public/private partnership to develop the 0.4 acre parcel. Currently, GWU leases the gym from the Town. That agreement automatically renews every year until 2026 and staff would not include it in the sale.



The last attachment is an overview of ARPA funds. The first section is how we had previously discussed allocating the funds. This was a discussion for budgeting purposes and no formal allocation was made. The second section was the first allocation that we made moving \$408k into the utility fund for wastewater plant and waterline improvements. We moved an additional \$25k and \$44k into the utility fund and general fund, respectively, for implementation of the salary study. That leaves \$967,330 in unallocated funds.

We've shown the remaining amount needed for wastewater treatment plant upgrades (\$482,000) and would plan to continue to leave these funds set aside for those upgrades. We have listed \$248,080 for streetscape improvements and this would cover the remaining work from McGill for the design of the streetscape and could serve as matching funds for any awarded grants.

The rest of the funds are shown for additional projects:

- We will need \$11k for our matching part of the electric vehicle charging stations. Total project cost for this is \$31k and the state is providing \$20k of reimbursable funds.
  - o *This allocation is outlined in the budget amendments included in the consent agenda*
- The agreement with Retail Strategies would cost the Town \$6,250 out of the total \$25k. The County would cover half of that cost with GWU providing the other 25%.
  - o *This allocation is outlined in the budget amendments included in the consent agenda*
- We've listed \$90k to cover the expense of the land use plan update and a parks and master plan update. Originally, we had hoped to find a grant for this planning process, but have been unsuccessful.
  - o Planning Board will review the submittals for the land use plan update in December and you all will review in January. This plan update is something that we have not done since 2006 and is required to be update approximately every 10 years by general statute.
    - Certain submittals for the land use plan update have included a possible addition of a parks master plan. Staff thinks this makes sense to conduct multiple public input sessions concurrently and create two plans out of one process.
- We've shown \$130k for the Town Commons Plaza project. This is the estimated cost for producing construction documents. Alternatively, these funds could be used toward the demolition of the old Town Hall.

Another item to note is that we will be receiving an appropriation from the State of NC. This totals \$34,815 and can be used generally for "downtown enhancements." They could be used toward the streetscape project, Town Commons Plaza, or any other 'downtown' project.

## MATERIALS PROVIDED

- **Conceptual Execution Package**
- **List of Available Properties in Town**
- **Retail Strategies Agreement**



THE TOWN OF  
**BOILING SPRINGS**  
ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

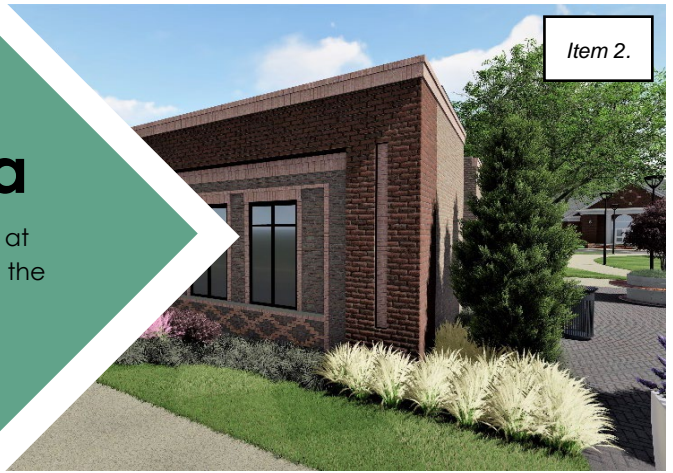
- **MOU with Cleveland County and GWU**
- **Options for Old Town Hall**
- **Overview of ARPA Funds**





# Town Commons Plaza

The following conceptual execution package is aimed at providing an outline to build, recruit, and expand upon the business footprint of downtown Boiling Springs.



## Key Components of the Plan:

Construction



Recruitment



Financing



Complete by	Task
<input checked="" type="checkbox"/>	Date?
<input checked="" type="checkbox"/>	Staff prepares a business recruitment packet to help advertise our town <sup>i</sup>
<input checked="" type="checkbox"/>	October(?) 2022
<input checked="" type="checkbox"/>	Talley & Smith prepare renderings for retail buildings concept <sup>ii</sup>
<input checked="" type="checkbox"/>	November 2022
<input checked="" type="checkbox"/>	Council agrees to move forward with conceptual execution package
<input checked="" type="checkbox"/>	December 2022
<input checked="" type="checkbox"/>	Staff assembles a list of available properties within town limits <sup>iii</sup>
<input type="checkbox"/>	December 2022
	Staff drafts conceptual execution package
	Council reviews proposal from Retail Strategies to advance recruitment training for Boiling Springs, Cleveland County, and GWU staff. <ul style="list-style-type: none"> <li>• Goal is to understand how to approach potential businesses for existing space and future space</li> <li>• Recommend utilizing downtown enhancement funds and funds from NC General Assembly (\$34k total)</li> </ul>
	April 2023
	Staff attends Retail Strategies training; receives on-going support for recruitment efforts
<b>May 2023 Council Meeting: Check-In Point</b>	
<input type="checkbox"/>	June 2023
	Preliminary marketing to potential tenants for space <ul style="list-style-type: none"> <li>• Show renderings and recruitment packet</li> <li>• Utilize Retail Academy training to drive interest</li> </ul>

**July 2023 Council Meeting: Check-In Point**

<input type="checkbox"/>	<p>July 2023 required approval by Council</p> <p>September 2023 completion</p>	<p>Prepare construction documents</p> <ul style="list-style-type: none"> <li>• Estimated to be \$120,000 for architectural/engineering, site/civil, plumbing, mechanical, electrical, and structural design to include bidding and construction phase management <ul style="list-style-type: none"> <li>○ Utilize ARPA funding</li> </ul> </li> </ul>
<input type="checkbox"/>	<p>November 2023 approval by Council</p> <p>December 2023 final approval by lender</p>	<p>Secure Financing</p> <ul style="list-style-type: none"> <li>• Estimated to be \$2.5 million (including estimated tenant upfit, would be less for a "shell" building)</li> <li>• Bank loan, requires LGC approval (meet monthly)</li> <li>• Cleveland County loan, requires Board of Commissioners approval <ul style="list-style-type: none"> <li>○ May have more favorable terms (i.e. repayment structured through lease agreements with tenants)</li> </ul> </li> </ul>
<input type="checkbox"/>	<p>January 2023 Bids are requested</p>	<p>Bid the project for construction</p> <ul style="list-style-type: none"> <li>• 30-day window for bids</li> <li>• Extended timeframes for start/completion receive more favorable responses</li> </ul>
<b>March 2024 Council Meeting: Check-In Point – Approval of Construction Contract</b>		
<input type="checkbox"/>	<p>May 2024</p>	<p>Construction begins</p>
<input type="checkbox"/>	<p>June 2024</p>	<p>Solidify tenants</p>
<input type="checkbox"/>	<p>July 2024</p>	<p>Additional recruitment of tenants, marketing of space (as needed)</p>
<input type="checkbox"/>	<p>August 2024</p>	<p>Final walk-through</p>
<input type="checkbox"/>	<p>September 2024</p>	<p>Ribbon Cutting Ceremony</p>

Item 2.

## Appendix: Links and Documents

<sup>i</sup> Developer Recruitment Packet:  
[http://www.boilingspringsnc.net/DocumentCenter/View/1259/Developer-Recruitment-Packet\\_final?bidId=](http://www.boilingspringsnc.net/DocumentCenter/View/1259/Developer-Recruitment-Packet_final?bidId=)

<sup>ii</sup> Renderings  
<https://www.boilingspringsnc.net/DocumentCenter/View/1373/Retail-Building-Renderings>

<sup>iii</sup> List of available properties

Address	Sale or Lease Status	Acres	Previous/Current Use	Misc.
245 East College Avenue	Sale	0.63	Empty House	
416 South Main Street	Sale	1	Former SECU Building	
201 E Homestead Avenue	Sale	two 3 1/2 acre one 2 1/2 acre	Undeveloped	
802 Mcbrayer Homestead	Sale		Undeveloped	Possible residential development
142 North Main Street	Sale or Lease	1.96	Old Western Dynasty	
145 S Main Street	Sale	0.2	Old Town Hall	
414 South Main Street	Sale or Lease	0.5	Empty parcel	Next to former credit union
<b>Need more information:</b>				
129 N Main	Potential lease		MFG Comics	Store almost empty, not open in months
104 Oliver Ave	Potential Lease	Single metal building	Housed DXM Music	Unable to find info/contact
214 North Main Street	Potential Lease	9.8	Old CVS next to Ingles	
335 East College Avenue	Potential Lease	3.9	Former Ivy's on Ascot	
615 McBrayer Homestead	Potential Sale	2	Boiling Springs Family Dentistry	Outdated listing online; business operating
139 East College Avenue	Potential Sale	0.54	Roosters	
246 North Main Street	Potential Sale or Lease	0.83	La Bella Vita	Outdated listing online; business operating
133 North Main Street	Tentatively moving Potential Sale or Lease	0.14	Edward Jones	

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE TOWN OF BOILING SPRINGS, NORTH CAROLINA**

**AND**

**CLEVELAND COUNTY, NORTH CAROLINA**

**AND**

**GARDNER-WEBB UNIVERSITY**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter “Memorandum”) made and entered into this \_\_\_\_\_ day of 2022, by and between the **Town of Boiling Springs (“Town”)**, a **North Carolina municipal corporation**, the **County of Cleveland North Carolina (“County”)**, a **North Carolina County government**, and **Gardner-Webb University (“University”)**, a **private university**, recognizes the mutual advantage of the creation of a coordinated effort to support the Town, County and University goals and to state their intention to cooperate in accordance with the below-stated objectives.

**I. OVERVIEW**

Each party wishes to promote economic development and business recruitment in Boiling Springs and Cleveland County. As such, each party wishes to participate in Retail Academy, a training course offered by **Retail Strategies (“Firm”)**, a Birmingham, AL corporation; the details of which are attached hereto as “Exhibit A.”

**II. RESPONSIBILITIES OF EACH PARTY**

- A. Sharing of Costs.** Each party will contribute to the cost of the training as described below:
1. The Town will contribute twenty-five (25) percent of the cost.
  2. The University will contribute twenty-five (25) percent of the cost.
  3. The County will contribute fifty (50) percent of the cost.
- B.** The Town will serve as the point of contact with the Firm.
- C.** Each party will be responsible for the costs associated with travel to and from the training provided by the Firm.

**III. PROCESS FOR SHARING OF COSTS**

- A.** The Town will receive invoices from the Firm and, upon approval, pay such invoices.
- B.** After paying an invoice to the Firm, the Town will send the invoice, Town approval, and evidence of payment to the University and County for reimbursement.
- C.** Upon receipt of such reimbursement request, the University and County shall pay to the Town the entire amount of the invoice.

**IV. MISCELLANEOUS**

- A. Amendments.** This MOU may be amended by written consent of all parties, and all amendments shall be attached to this MOU.
- B. Termination.** This MOU may be terminated by either party on sixty (60) days’ written notice to the other party.

C. **Consideration.** No consideration is exchanged pursuant to this MOU, and this MOU shall not be considered a contract giving rise to binding obligations between the parties.

IN WITNESS WHEREOF, the Parties to this non-binding Memorandum of Understanding have affixed their signatures:

FOR THE TOWN OF BOILING SPRINGS:

FOR CLEVELAND COUNTY:

\_\_\_\_\_  
Justin Longino, Town Manager  
Town of Boiling Springs

\_\_\_\_\_  
Brian Epley, County Manager  
Cleveland County

I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Rhonda W. Allen, CPA  
Finance Director

\_\_\_\_\_  
Lucas Jackson  
Finance Director

\_\_\_\_\_  
William M. Downs, President  
Gardner-Webb University

Approved as to form and content:

\_\_\_\_\_  
John Schweppe, III  
Boiling Springs Town Attorney

**EXHIBIT A****AGREEMENT TO PROVIDE  
CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) the Town of Boiling Springs, North Carolina and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

**RECITALS:**

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):
  
2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one-year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.
  
3. **CONSULTING FEE.**
  - A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$25,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$25,000

**B. Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A.

**4. CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Town Manager (the “Client Representative”), currently Justin Longino. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants’ activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

**5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant’s prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other “confidential information” for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant’s Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days’ prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client’s Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Town of Boiling Springs, North Carolina  
 114 E College Avenue  
 Boiling Springs, NC 28017  
 Email: justin.longino@boilingspringsnc.net  
 Attention: Justin Longino, Town Manager

Consultant: Retail Strategies, LLC  
 2200 Magnolia Ave. South, Suite 100  
 Birmingham, AL 35205  
 Email: sleara@retailstrategies.com  
 Fax: (205) 313-3677



Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

**8. INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client’s agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

**9. STANDARD TERMS.**

- A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client’s name, logo and other identifying information on the Consultant’s website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not

contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

**CLIENT:**

TOWN OF BOILING SPRINGS, NC

By: \_\_\_\_\_

Name:

Title:

Date:

**CONSULTANT:**

RETAIL STRATEGIES, LLC

By: \_\_\_\_\_

Name:

Title:

Date:

**RETAIL ACADEMY**

*This section outlines what Retail Strategies (the “consultant”) will provide to Boiling Springs, North Carolina (the “client”).*

**A. RESEARCH**

1. Identification of priority retail categories for recruitment and/or local expansion
2. Retail Prospect List- Identification of at minimum 10 retail prospects to be targeted for recruitment
3. Contact Information for Retail Prospects
4. Retail Site Selection Criteria for retail prospects
5. Mobile Data Collection from major retail node
6. Retail Gap Analysis for trade area (i.e. leakage and surplus)
7. Peer Market Identification and Trade Area Comparison Analysis
8. Peer Market Retailer Void Analysis
9. Custom demographic research – historical, current, and projected demographics – to include market trade areas by political boundaries, radius/drive times, and custom trade area  
Identification of retail trade area using political boundaries, drive times and radii and custom boundary geographies.
10. Consumer Spending Patterns and Behavior Report
11. Tapestry Lifestyle Segmentation Analysis – psychographic profile of trade area

**B. REAL ESTATE ANALYSIS**

1. Retail Real Estate Analysis identifying 5+ real estate sites performed by licensed retail real estate professionals
2. Create Aerial imagery of trade area(s) with traffic counts
3. Identify Target Zones for short- and long-term retail development
4. Property Catalog

**C. MARKETING MATERIALS**

1. Development of customized marketing guide
2. Customized Retail Recruitment Plan

**D. RETAIL ACADEMY**

1. Access to Retail Academy: ONLINE Education Course and Resource Library
2. One (1) Retail Academy Workshop, totaling six (6) hours in Birmingham, AL
3. Industry overview from Commercial Real Estate professionals
4. Quarterly 1:1 virtual meeting to discuss progress

<b>Preliminary Plan for ARPA Funds</b>		
Waterline	\$184,000	
Wastewater Plant Upgrades	\$690,000	
Salary	\$200,000	
Streetscape	\$371,000	
<b>Total ARPA Funds:</b>	<b>\$1,445,000</b>	
<b>Committed ARPA Funds</b>		
Utility Funds (\$408k, \$25k)	\$433,520	
General Fund	\$44,150	
<b>Total Transferred from ARPA:</b>	<b>\$477,670</b>	
<b>Remaining ARPA Funds</b>		
<del>Waterline</del>	<del>\$200,000</del>	
Wastewater Plant Upgrades	\$482,000	
<del>Salary</del>	<del>\$70,000</del>	
Streetscape	\$248,080	\$117,600 owe McGill for completion of design
Land Use Plan	\$90,000	\$60k for update, \$30k for parks master plan
EV Chargers	\$11,000	<i>Total: \$31,000</i>
Retail Recruitment	\$6,250	<i>Total: \$25,000</i>
Town Commons Plaza	\$130,000	<i>Alternative: \$150k+ to demolish old town hall</i>
<b>Total Proposed Above:</b>	<b>\$967,330</b>	
<i>Remaining ARPA Funds:</i>	<i>\$967,330</i>	
State Appropriation:	\$34,815	



## CONSIDER CHANGES TO SOLICITOR ORDINANCE

### ***Options to Proceed:***

1. Motion to amend Chapter 114 as presented
2. Motion to amend Chapter 114 as discussed (*if different*)
3. No motion needed to leave Chapter 114 as it reads

## SUMMARY

At the direction of Council, staff has adjusted our current peddler and solicitor ordinance to address the concerns stated in the November Special Meeting. Specifically, the issues of enforceability, appearing “unwelcoming” to the public, desire for a general prohibition against begging and/or soliciting alms, and making repeat violations of the ordinance punishable by a 3<sup>rd</sup> degree misdemeanor have been addressed. The ordinance, as currently written, provided us with a strong foundation that required few adjustments to bring about the desired improvements.

Drawing heavily from Shelby’s peddler and solicitor ordinance, staff broadly prohibited begging as well as “uncharitable soliciting, peddling. . . and the like”. The current ordinance requires all solicitors to obtain a license. Instead, the new red line version states that the license requirement will only apply to religious and charitable organizations, using their commonly accepted definitions, because all other types of organizations shall be prohibited from soliciting within Town. An effort was made to ensure that the Town has the maximum flexibility to determine what constitutes a religious or charitable organization and leaves the final determination to the Town Manager. The current ordinance’s application procedure (Sec. 114.03), standards for issuance (Sec. 114.04), and standards for revocation (Sec. 114.06) already reflect a deliberate effort to allow the Manager or their designee the freedom to apply the standards of the ordinance on a case-by-case basis and are sufficient for our needs in their current form.

Another concern was the risk of seeming “unwelcoming” as a Town. While the manager enjoys a high degree of autonomy when making their determination of what types of organizations are considered charitable or religious, licenses to those organizations shall be given unless there is tangible evidence that the conduct of the organization would pose a threat to the public’s health, safety, morals, or general welfare. There is no intention to restrict, for instance, the Boy Scouts or elementary schools from conducting fundraising activities and the current wording of Sec. 114.04 compels the Manager to issue a license to these organizations.

The issue of enforceability was addressed by requiring licensees to carry the license with them at all times while soliciting. Failure to do so may result in revocation of the license. Between the broad ban on uncharitable soliciting and requiring charitable organizations to carry their license means that if the



Police Department receives a call about a salesperson for a company, we automatically know that they should not be soliciting sales for their product. If the Boy Scouts come to sell popcorn, the concerned resident can request to see the license to verify that they are who they claim to be. Staff will also maintain a list of licensees to confirm the validity of a charitable solicitor. This should result in fewer situations where the PD is called to investigate a solicitor who is properly licensed with the town. Furthermore, a company that continues to send people to solicit despite continued warnings or fines can be stopped through Sec. 114.99(b) with equitable remedies, injunctions, and/or abatement orders from the appropriate court. Finally, the penalty section was adjusted to have three tiers of penalties. Each solicitor shall first receive a warning, the second violation shall result in a \$50.00 civil penalty, and the third violation shall result in a \$200.00 civil penalty and may result in a Class 3 misdemeanor. Violations shall remain on a list for a period of one year before resetting the number of violations against the solicitor.

Other minor changes include removing the fee to acquire a license to solicit, increasing the price for a pushcart or mobile food unit from \$25.00 to \$50.00, expanding how long licenses issued under this chapter are valid from 90 days to 365 days, and clarifying that equitable remedies and abatement orders shall be issued against companies that continue to violate the provisions of this ordinance rather than the individual solicitor.

#### MATERIALS PROVIDED

- **Redline copy of ordinance**



## **CHAPTER 114. PEDDLERS AND SOLICITORS**

### **Sec. 114.01. Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Business* means the business carried on by any person who is an itinerant merchant, peddler, or solicitor as defined in this section.

*Goods* means merchandise of any description whatsoever, and includes but is not restricted to wares and foodstuffs.

*Itinerant merchant* means any person, whether as owner, agent, or consignee, who engages in a temporary business of selling goods within the city and who, in the furtherance of such business, uses any building, structure, vehicle, or any place within the city.

*Peddler.*

- (1) Any person who travels from place to place by any means carrying goods for sale, making sales, making deliveries; or
- (2) Any person who, without traveling from place to place, sells or offers goods for sale from any public place within the city.
- (3) A person who is a peddler is not an itinerant merchant.

*Solicitor* means any person who travels by any means from place to place, taking or attempting to take orders for sale of goods to be delivered in the future or for services to be performed in the future. A person who is a solicitor is not a peddler.

*Push cart* means any rubber-wheeled vehicle or portable cart. The design and appearance is subject to review and approval by the town manager or his or her designee. Push carts shall be used for displaying, keeping or storing any article by a vendor or peddler (other than a motor vehicle, bicycle, or trailer) which may be moved without the assistance of a motor and which does not require registration by the state department of motor vehicles, and from which prepared food, fruit, merchandise, drink, and flowers may be sold.

*Mobile food unit* means any vehicle, other than a pushcart, from which is vended prepared food, drink, and fresh fruit.

*Vendor* means any person who operates a push cart or mobile food unit.

*Special event* means an event, during which one or more streets may be closed to vehicular traffic within the event area, if applicable.

*Charitable* means freely giving money or help to poor and needy persons. This includes the words philanthropic, social services, or welfare.

*Religious* does not mean and include the word charitable as defined in this section but shall be given its commonly accepted definition.

**Sec. 114.02. License requirement and prohibition on uncharitable soliciting, peddling, vending, and the like.**

- (a) It shall be unlawful for any person to ask, beg or solicit alms or contributions, or to exhibit oneself for the purpose of begging or soliciting alms or contributions by accosting another or forcing oneself upon the company of another. Furthermore, the practice of going in and upon private residences in the Town by solicitors, peddlers, hawkers, itinerant merchants, transient vendors of merchandise, or the like who have not been requested or invited to do so by the owner or occupant of such private residence, for the purpose of soliciting orders for the sale of merchandise, products, or services and/or disposing of and/or peddling or hawking the same is declared to be a nuisance and punishable by up to a misdemeanor.
- (b) Any person who is an itinerant merchant, peddler, solicitor, or vendor for a charitable or religious organization shall obtain a license before engaging in such activity within the city. Determination of what organizations constitute a charitable or religious organization shall be made at the discretion of the Town Manager or their designee. These organizations will be exempt from the proscriptions against soliciting and the like laid out in (a) of this section if, and only if, they have a permit to engage in such activities.
- (c) The fee for the license required by this chapter shall be as follows:
- (1) ~~—\$5.00 per peddler per license.~~
- (2) \$~~50~~25.00 per pushcart or mobile food unit per license.
- (c) No license issued under this chapter shall be transferable.
- (d) All licenses issued under this chapter shall expire ~~365~~90 days after the date of issuance thereof.
- (e) Penalty, see § 114.99.

**Sec. 114.03. Application procedure.**

- (a) All applicants for licenses required by this chapter shall file an application with the town clerk.
- This application shall be signed by the applicant if an individual, or by all partners if a partnership, or by the president/member manager if a corporation. The applicant may be requested to provide information concerning the following items:
- (1) The name and address of the applicant;
  - (2) a. The name of the individual having management authority or supervision of the applicant's business during the time that it is proposed to be carried on in the city;
    - b. The local address of such individual;
    - c. The permanent address of such individual;
    - d. The capacity in which such individual will act;
  - (3) The name and address of the person, if any, for whose purpose the business will be carried on, and, if a corporation, the state of incorporation;
  - (4) The time period or periods during which it is proposed to carry on applicant's business;
  - (5) a. The nature, character, and quality of the goods or services to be offered for sale or delivered;
    - b. If goods, their invoice value and whether they are to be sold by sample as well as from stock;
    - c. If goods, where and by whom such goods are manufactured or grown, and where such goods are at the time of application;
  - (6) The nature of the advertising proposed to be done for the business;

- (7) Whether or not the applicant, or the individual identified in division (a)(2)a above, or the person identified in division (a)(3) has been convicted of any crime or misdemeanor and, if so, the nature of each offense and the penalty assessed for each offense.
- (8) For food vendors:
- a. A description of the proposed location of the vending business and notarized permission from the business owner or manager of the location.
  - b. a description, including the size, and a photograph of any pushcart or motor vehicle to be used in the operation of the business, including the license and registration number of any motor vehicle used in the operation of the business.
  - c. A copy of any approval required by the county health department.
  - d. Proof of insurance policy, issued by an insurance company to do business in the state, protecting the permittee and the town from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name the town as additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advance written notice to the town. Such insurance shall afford minimum limits of \$100,000.00 per bodily injury, \$300,000.00 per occurrence bodily injury, and \$25,000.00 per occurrence property damage.

### **Sec. 114.031. Vending of food from pushcarts and mobile food units.**

- (A) Vending of food and drink from licensed food units is permitted in areas zoned B-1 with the following exceptions:
- (1) No foot peddler or vendor selling from a pushcart shall:
    - a. Vend on any sidewalk.
    - b. Vend within ten feet of an entranceway to any building.
    - c. Vend within 50 feet of any driveway entrance to a police or fire station, or within ten feet of any other driveway or alley.
    - d. Vend within ten feet of the crosswalk at any intersection.
    - e. Vend within ten feet of any fire hydrant.
    - f. Allow the pushcart or any other item relating to the operation of the vending business to lean against or hang from any building or other structure lawfully placed on public property, without the owner's permission.
    - g. Vend within 50 feet of another foot peddler or pushcart with exception during special events.
    - h. Impede, endanger, or interfere with travel upon or use of the street or sidewalk. If it becomes necessary for the regulation of traffic or the safety or convenience of pedestrians, any law enforcement officer of the town may direct vendors to temporarily move to another location.
  - (2) No vendor selling from a mobile food unit shall:
    - a. Conduct business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, or create or become a public nuisance, increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access for fire, police, or sanitation vehicles.
    - b. Park the mobile unit upon any street with exception during special events.

- c. Remain in any one location more than three hours between the normal business hours of 8:00 a.m. to 5:00 p.m. with exception to special events.
  - d. Operate after 10:00 p.m. when located within 150 feet of a single or two-family residential dwelling. This measurement is taken from the property line of the residential dwelling in a straight line to the closest point of the approved food truck location.
- (b) Requirements for pushcarts.
- (1) No pushcart shall exceed 36 inches in width or 72 inches in length. No pushcart shall exceed 60 inches in height.
  - (2) Any covering for a pushcart shall be limited to a single mast umbrella, attached to the pushcart. The umbrella shall be at least 78 inches in height at its lowest point and shall not exceed eight feet in diameter when fully opened. Tent-like structures or canopies supported by multiple posts are specifically prohibited.
- (c) All mobile food units in or from which food is prepared or sold shall comply with all requirements of the Cleveland County Health Department and Cleveland County Environmental Health.

#### **Sec. 114.04. Standards for issuance.**

- (a) Upon receipt of an application, an investigation of the applicant's business reputation and moral character shall be made.
- (b) The application shall be approved unless such investigation discloses tangible evidence that the conduct of the applicant's business would pose a substantial threat to the public health, safety, morals, or general welfare. In particular, tangible evidence the applicant has done any of the following will constitute valid reasons for disapproval of an application:
  - (1) Been convicted of a crime of moral turpitude; or
  - (2) Made willful misstatements in the application; or
  - (3) Committed prior violations of ordinances pertaining to itinerant merchants, peddlers, solicitors, and the like; or
  - (4) Committed prior fraudulent acts; or
  - (5) Compiled a record of continual breaches of solicited contracts; or
  - (6) Attained an unsatisfactory moral character.

#### **Sec. 114.05. Revocation procedure.**

Any license or permit granted under this chapter may be revoked by the town clerk or their designee after notice and hearing, pursuant to the standards in section 114.06. Notice of hearing for revocation shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed to the licensee at his last known address, at least ten days prior to the date set for the hearing.

#### **Sec. 114.06. Standards for revocation.**

- (a) A license granted under this chapter may be revoked for any of the following reasons:
  - (1) Any fraud or misrepresentation contained in the license application; or
  - (2) Any fraud, misrepresentation, or false statement made in connection with the business being conducted under the license; or

- (3) Any violation of this chapter; or
- (4) Conviction of the licensee of any felony, or conviction of the licensee of any misdemeanor involving moral turpitude; or
- (5) Conducting the business licensed in an unlawful manner or in such a way as to constitute a menace to the health, safety, morals, or general welfare of the public.

### Sec. 114.07. Appeal procedure.

- (a) Any person aggrieved by a decision under sections 114.04 or 114.06 shall have the right to appeal to the town council. The appeal shall be taken by filing with the town council, within 14 days after notice of the decision has been mailed to such person's last known address, a written statement setting forth the grounds for appeal. The town council shall set the time and place for a hearing, and notice for such hearing shall be given to such person in the same manner as provided in sections 114.05.
- (b) The order of the town council after the hearing shall be final.

### Sec. 114.08. Exhibition of identification.

- (a) Any license issued to an itinerant merchant under this chapter shall be posted conspicuously in or at the place named therein. In the event more than one place within the city shall be used to conduct the business licensed, separate licenses shall be issued for each place.
- (b) The town clerk shall issue a license to each [charitable](#) peddler or solicitor licensed under this chapter. The license shall contain the words licensed peddler or licensed solicitor, the expiration date of the license, and the number of the license. The license shall be kept with the licensee during such time as he is engaged in the business ~~licensed.~~ [licensed. Failure to keep the license with the licensee while soliciting, or the like, may result in revocation of the license pursuant to Sec. 114.06\(a\)\(3\).](#)

Cross reference(s)—Penalty, see § 114.99.

### Sec. 114.99. Penalty.

- (a) (1) Any violation of any provision of this chapter shall subject the violator [first to a warning. Subsequent violations shall carry a ~~to a~~ civil penalty in the sum of \\$50.00 ~~per day per incident.~~ For instance, two solicitors or the like working for or with the same organization shall each first be given a warning, despite working for or with the same organization. Subsequent violations shall result in each solicitor being issued a separate civil penalty, despite working for or with the same organization. A list of violations shall be maintained by the code enforcement officer or their designee and each violation shall be left on the list for one year \(365 days\). Furthermore, the third violation of this ordinance, in accordance with G.S. 14-4, may result in a misdemeanor charge and a \\$200.00 civil penalty, as will each subsequent violation.](#)
  - ~~a.~~ [A citation of said civil penalty and/or Class 3 misdemeanor](#) shall be issued by the code enforcement officer.
  - [C.B.](#) Each citation for a civil penalty must be paid within 48 hours of issuance.
- (b) The municipality may also, and in addition, seek any and all appropriate equitable remedies, injunctions and/or abatement orders from the appropriate court of competent jurisdiction [on companies or organizations that continue to send solicitors who are in violation to this chapter.](#)



## CONSIDER SHARED ACTIVE TRANSIT ORDINANCE AND AGREEMENT

### ***Options to Proceed:***

1. Motion to approve ordinance #221206.01 and instruct the town manager to finalize the agreement with Bird and GWU.
2. Motion to approve ordinance #221206.01 (*waiting on agreement approval*).
3. Motion to table for further review

*Staff has a meeting on Monday with GWU representatives to review the agreement. We will provide a recommendation at Tuesday's meeting.*

## SUMMARY

The Bird bike/scooter program has received positive feedback in the review so far. Leadership at Gardner-Webb has expressed positive comments about the program and expects it to be a useful transportation tool for students. Staff is excited about the possibility of connecting the greenway through bikes and allowing for additional modes of transportation through town (access to restaurants, grocery store, YMCA, hotel, etc.) for residents and students.

The attached ordinance is built from the ordinance that Gastonia has in place. Their ordinance was created from an almost identical agreement with Bird, who is the sole provider of shared active transit in their community. Staff has reworked the ordinance to be applicable to Boiling Springs. It is a very thorough ordinance but institutes provisions that Bird built into their agreement. Staff wanted to use this as a model so if Bird was permitted in town but left at some point, a solid foundation of regulations would be in place if another company aimed to establish itself in Boiling Springs.

The attached agreement would be between the Town and Bird. The University would have a separate agreement. The ordinance would apply to the entire corporate limits, but would not restrict the University from creating additional regulations around the operation of these devices.

## MATERIALS PROVIDED

- **Bird Agreement**
- **Shared Active Transit Ordinance**



**THE TOWN OF BOILING SPRINGS, NC  
TOWN COUNCIL ORDINANCE #221206.01**

**ORDINANCE ESTABLISHING REGULATIONS FOR MOTORIZED SCOOTERS  
AND ELECTRIC ASSISTED BICYCLES AND THE OPERATION  
OF SHARED ACTIVE TRANSPORTATION SYSTEMS  
IN THE TOWN OF BOILING SPRINGS**

**WHEREAS**, the Town Council desires to establish regulations to allow the use of portions of the right-of-way and Town real property by motorized scooters and by privately owned shared active transportation systems; to maintain the rights-of-way clear of unnecessary obstructions; and to protect the health, safety, and welfare of the citizens of Boiling Springs;

**NOW THEREFORE**, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BOILING SPRINGS THAT:

**SHARED ACTIVE TRANSPORTATION SYSTEMS**

**Sec. 21-1.** - Adoption of definitions in general statutes.

The definitions of the following words set out in G.S. 20-4.01, as amended from time to time, are adopted as part of this article: electric assisted bicycle and vehicle.

**Sec. 21-2.** - Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bicycle* means a non-motorized vehicle with two or three wheels in tandem, a steering handle, one or two saddle seats, and pedals by which the vehicle is propelled.

*Customer* means a person that rents or operates a shared device from a shared active transportation system permittee.

*Device operating area* means the right-of-way (for all shared devices) and greenway trails (for bicycles only) where operation of a shared device is authorized by a permit.

*Electric assisted bicycle* means a bicycle with two or three wheels that is equipped with a seat or saddle for use by the rider, fully operable pedals for human propulsion, and an electric motor of no more than 750 watts, whose maximum speed on a level surface when powered solely by such a motor is no greater than 20 miles per hour.

*Greenway trail* means a pathway designated by signage as a public trail for bicycles and pedestrians and not for motorized vehicular use by the general public. A greenway trail is not located within the right-of-way of a street.

*Motorized scooter* means a vehicle that is steered by a steering handle, designed to be stood upon by the operator while the vehicle is in operation, and powered by a motor capable of propelling the vehicle at a speed no greater than 18 miles per hour on a level surface; and whose wheels have diameters of ten inches or less.

*Operate* means, when used in direct reference to a shared device, to use the shared device for transportation. Operate includes to park a shared device.

*Permit* means a permit issued by the department pursuant to this article for a permittee to conduct a shared active transportation system.

*Permittee* is any person that conducts a shared active transportation system.

*Rebalance* means to move shared devices from one location. to another, generally for the purpose of avoiding having too many devices in one location.

*Right-of-way* means the area owned or maintained by the Town of Boiling Springs, State of North Carolina, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities, or railroads. Right-of-way includes the following, if they satisfy the foregoing definition: public street, highway, bridge, alley, bike lane, sidewalk, trail, median, gutter, or shoulder.

*Shared active transportation system (SATS)* means a business that provides one or more shared devices for rentals where, by design of the permittee, the shared devices are intended to be parked in a device operating area, but not connected to a dedicated docking station, when not rented by a customer.

*Shared device* means bicycle, electric assisted bicycle, or motorized scooter rented by a permittee to customers through a SATS.

**Sec. 21-3.** - Authorization.

*Unlawful to operate SATS without authorization.* It is unlawful for any person to conduct a shared active transportation system within the Town except pursuant to this article.

**Sec. 21-4.** - Permits required; issuance; nature of permits.

- (a) No person may conduct a SATS in the Town who does not hold a valid permit. A permit will be issued if the department finds that the application meets the requirements of this article for issuance of the permit, including payment of applicable fees, which shall be set from time to time by Town council. Permits will be effective for a period of one year and are renewable subject to the same standards of review as for the initial permit. The town manager is authorized to write terms and conditions in permits as appropriate to effectuate this article, including limiting the shared device fleet size of a permittee to improve permit compliance.
- (b) A permit does not grant exclusive rights to operate a shared active transportation system in device operating areas.
- (c) Each permittee shall comply with its permit.



**Sec. 21-5.** - Equipment and shared devices requirements.

- (a) When used in a shared active transportation system, bicycles and electric assisted bicycles shall meet the standards in (i) the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, as amended; and (ii) the standards in ISO 43.150 - Cycles, subsection 4210, as amended.
- (b) All shared devices shall comply with the applicable equipment and vehicle registration requirements of N.C.G.S. Ch. 20.
- (c) Permittees shall provide, on every shared device, contact information of the permittee including the website and phone number.
- (d) All shared devices must be equipped with technology, such as GPS, that allows the shared device to be located and tracked by the permittee at all times.
- (e) Permittees shall see that every shared device prominently displays a unique and easily read serial number or other identifier.

**Sec. 21-6.** - Operation of SATS.

- (a) A permit is valid for conducting a SATS within device operating areas only, and with the consent of the owner or lawful occupant on other real property. It is unlawful to operate a shared device on any real property outside device operating areas without consent of the property's owner or lawful occupant. Each permittee shall have at all times the ability to discover when its shared devices are operated outside device operating areas and to communicate electronically that information to customers who have operated a shared device outside device operating areas. Permittees shall communicate to customers at the end of a trip when the shared device has been operated outside device operating areas.
- (b) Permittees shall not restrict the operation of shared devices to only certain geographical areas of the Town unless approved by the Town.
- (c) Permittees shall not discriminate against low and moderate income persons in connection with permitted activities and conducting its SATS in the Town. Permittees must deploy and maintain a sufficient number of shared devices to satisfy customer demand within census tracts of low and moderate income areas of the Town as defined in the permit.
- (d) Each permittee shall implement programs to reduce barriers to low-income persons to rent its shared devices by providing diverse payment options, including options for persons with neither a smart phone nor a credit card to rent its shared device. These options shall be made accessible to low-income persons at multiple locations within the permittee's area of operation.
- (e) The town manager is authorized to limit the total number of shared devices, including the mix of shared devices, within device operating areas in order to (1) maintain the integrity of the Town's entire transportation system; (2) keep rights-of-way free and clear of unnecessary obstructions; and (3) protect the health, safety, and welfare of the citizens of the Town.

**Sec. 21-7.** - Permittee communication with customers.

- (a) Permittees shall include substantially the following information for prospective customers on the permittee's mobile app and web site, and also displayed on the shared device for which the information is applicable:
  - (1) Persons operating bicycles and electric assisted bicycles are encouraged to wear helmets.
  - (2) Persons operating motorized scooters must be at least 16 years old and wear a helmet.
  - (3) NC law requires persons operating the device to follow applicable traffic laws.
  - (4) Town ordinance prohibits operating the device on Town-maintained sidewalks.
- (b) Permittees shall adopt and implement programs to educate customers on how to safely operate shared devices, including knowledge of laws applicable to operating a shared device in the Town.
- (c) Permittees shall communicate to prospective customers sufficient information on charges that may be made, including rates and dollar amounts of fees, including rental charges, minimum charges, maximum charges, charges for additional time, and charges for overage periods. If charges may be based on time or distance, information on the rate per minute, hour, mile, or other applicable time period or distance shall also be provided.
- (d) Permittees shall have a 24-hour phone number for customers to report safety concerns and complaints, and to ask questions.
- (e) All communications required by this article to be made by a permittee to prospective customers and customers shall be in clear, plain English and displayed in a sufficiently prominent way that the communication is obvious.

**Sec. 21-8. - Insurance, indemnification, security, and liability.**

- (a) At all times when conducting a SATS, a permittee shall maintain insurance in effect and provide proof of such insurance, both as required by the department.
- (b) Every permittee shall defend and indemnify the Town from and against all claims and liabilities that arise from the acts and omissions of the permittee and its customers in device operating areas, to the extent the acts and omissions relate to the operation of shared devices.
- (c) Permittees shall provide the Town with a performance bond, or other security acceptable to the town manager, in an amount determined by the town manager to be sufficient to cover the obligations of the permittee under the permit. The form of the bond is subject to approval by the manager after they consult the town attorney, and shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina. The bond shall guarantee the performance of all the obligations of the permittee under its permit. If the amount of the bond is set according to the number of deployed shared devices, when a permittee intends to increase the number of deployed devices, the permittee shall submit a revised performance bond, or other security acceptable to the manager, before the additional shared devices may be deployed.
- (d) Each permittee shall be responsible for the costs of repair to public property damaged by its customers' use of its shared devices.

**Sec. 21-9. - Parking, placement, rebalancing, and removing of shared devices.**

- (a) Shared devices shall not be parked in a way that may impede the regular flow of vehicular and pedestrian travel in device operating areas or otherwise cause a violation of the Town Code, including this article. Permittees shall inform customers how and where to park a shared device in the manner required by this article. Shared devices shall be upright when parked. The permittee shall remove or re-park every one of its shared devices that is parked in violation of the permit or the Town Code in accordance with the following:
- (1) During the time period of 6:00 a.m. to 6:00 p.m. on weekdays, not including legal holidays, the permittee shall remove or re-park within two hours of receiving notice from any person via mobile or other web application or phone number.
  - (2) During all other times, the permittee shall remove or re-park within 12 hours of receiving notice from any person via mobile or other web application or phone number.
- (b) At any time the Town may make it unlawful to park shared devices in specific locations or portions of device operating areas or public property by action of the Town Council.
- (c) Permittees shall remove every bicycle and electric assisted bicycle before it is parked in the same location for more than seven consecutive days.
- (d) Permittees shall remove every motorized scooter before it is parked in the same location for more than 72 consecutive hours.
- (e) Permittees shall not deploy a shared device that is inoperable or unsafe to operate. Permittees shall remove from device operating areas within 24 hours of notice any inoperable shared device or any shared device that is not safe to operate.
- (f) Each permittee shall remove and secure its entire fleet of shared devices from device operating areas for all time periods for which the National Weather Service or its successor agency forecasts (i) sustained winds of 40 mph or higher for one hour or more, or (ii) wind gusts of 58 mph or higher for any duration in the Town.
- (g) Each permittee shall compensate the Town for the costs incurred by the Town in removing and storing its shared devices that have been improperly parked or rebalanced, including under the circumstances where a permittee fails to remove its shared devices in violation of its permit or in case its permit is terminated or otherwise not in effect.
- (h) Permittees shall provide the department with contact information so that it can order rebalancing. The Town has the right to determine specific locations for rebalancing shared devices, as well as times when the shared devices must be removed from device operating areas.
- (i) If the Town relocates or removes a permittee's shared devices because of a violation of a permit or this article, the permittee shall pay a fee in an amount set from time to time by Town Council.

**Sec. 21-10. - Reporting.**

- (a) Each permittee shall provide the Town, or to such other persons that the Town may specify, with data regarding customers and shared device trips, in the format and timeline specified by the town manager. The data shall include real-time availability data for all devices, archival trip data for all devices including the frequency and location of shared device trips during the permit period, including identification of the shared device by type. This data will be used to

support safe, equitable, and effective management of the shared active transportation system throughout the Town. The permittee shall communicate to prospective customers that this data will be collected and shared with the Town.

- (b) Each permittee shall compile, for all of its shared devices deployed in the Town, records of collisions or accidents reported to the permittee, the police, or the NC Department of Motor Vehicles, and records of maintenance and repair. Records shall be shared with the Town when and in the manner required by the permit.

**Sec. 21-11.** - Revocation or non-renewal of permit; review of decisions.

- (a) *Revocation or non-renewal; grounds and procedure for revocation or non-renewal.* The town manager may, (i) at any time, revoke any permit issued to a permittee or (ii) refuse to renew a permit issued to a permittee under this article and require that permittee remove its entire fleet of shared devices from Town designated areas, if the manager finds:
  - (1) Fraud, misrepresentation, or a knowingly false statement with respect to a material fact in the permit application or permit renewal application;
  - (2) The permittee or the permittee's agent or employee violated this article or the terms of the permit; or
  - (3) The permittee's customers operate the shared devices in such a manner as to create unsafe traffic conditions, cause a breach of the peace or public nuisance, violate any applicable law, or interfere with the rights of property owners abutting the right-of-way, and such operation is done to such an extent that the health, safety, and welfare of the citizens or their property is at substantial risk if the permit is allowed to continue in effect;

Except in case of emergency or impracticality, before revoking the permit or denying renewal of a permit, the town manager shall give reasonable notice to the permittee and an opportunity to be heard. A permit may be revoked or permit renewal denied pursuant to this section even if the person making the findings pursuant to this section had made a contrary finding before the permit was issued or renewed, regardless of whether the facts upon which the finding is made had changed.

- (b) *Notice.*
  - (i) The town manager shall cause a written notice of the revocation or denial of renewal to be served on the permittee by first-class mail, email or other electronic means, or fax, to the address or number shown on the permit application, or by any method allowed by law for service of a summons in a civil action. The person serving the notice may be any person who is 18 years or older, including the manager.
  - (ii) If the town manager finds that time before a proposed hearing is insufficient to allow service in accordance with subsection (i), the manager may, as an alternative to the means listed in subsection (i), notify the permittee by telephone of the grounds for revocation or denial of renewal and of the right to appeal, provided a written notice is also sent in accordance with subsection (i) on or before the next day that is not a holiday.
  - (iii) The notice described in subsection (i) shall set forth a brief statement of the grounds for revocation or denial of renewal and of the right to appeal.

- (iv) The town manager shall see that a written record is made to show: compliance with this section (b).
- (c) *Retention of fees; waiting period.* If the Town revokes a permit, the Town shall retain the fee, if any, paid for the permit. In the case of a denial of a permit renewal, the Town shall either not accept the renewal fee or return the renewal fee to the permittee. The person whose permit is revoked or renewal denied for grounds stated in subsection (a)(1), (a)(2), or (a)(3), regardless of whether additional grounds existed, shall not be issued a permit under the same section of this article for the remainder of the time for which the revoked permit had been issued or, in the case of a denial of a permit renewal, for the term of the renewal period. The town manager shall use reasonable judgment in deciding whether two applicants are the same so that, for example, technical changes in the applicant, or where the applicant one year is a corporation and the next year it is an affiliate or subsidiary of the same corporation, may be disregarded.
- (d) *Review of decisions.* If the town manager denies the issuance of a permit, revokes a permit, denies renewal of a permit, issues a permit with terms deemed unacceptable to the permittee, or makes any other decision pursuant to this article with respect to a permit, the applicant or permittee may have that decision reviewed by filing a written request in the office of the town clerk within ten days of the date of the notice of decision.

**Sec. 21-12.** - Penalties for violations.

- (a) *Assessment of civil penalties.* The town manager shall assess civil penalties for violation of this article, including the terms of a permit. The town manager shall give the offender written notice of the nature of the violation and the amount of the civil penalty. The civil penalty shall be \$200.00 per violation plus the costs incurred by the Town resulting from the violation, including costs of removing shared devices from the right-of-way.
- (b) *Review of assessment of civil penalties.* Any person who has been assessed a civil penalty under this article may have that assessment reviewed by filing a written request in the office of the town clerk within ten days of the date of service of the notice of the civil penalty.
- (c) *Collection of civil penalties.* If the offender does not pay the civil penalty within ten days after having been served with the notice of the civil penalty, the town manager may collect the civil penalties by causing to be commenced civil actions in the nature of debt. The manager may compromise such claims, before or after commencement of the civil action, if the manager finds there is a reasonable probability that the Town will be unable to collect the entire amount of the claim, that the amount offered in compromise of the claim reasonably reflects either the amount of money available from the offender or the amount the Town is likely to recover in the civil action, taking into account the resources required to pursue the civil action, and that the facts and circumstances of the events giving rise to the claim, taken as a whole, indicate that the amount offered in compromise is fair and reasonable. Using the foregoing standards, in an appropriate case, the manager may abandon a claim.

**Section 3.** All ordinances or portions of ordinances in conflict herewith are hereby repealed.

**Section 4.** Should any provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

**Section 5.** This ordinance shall take effect and be in force from and after the date of its adoption.

Adopted this 6<sup>th</sup> day of December 2022

X

---

Daniel Thomas  
Mayor

X

---

Noah Saldo  
Town Clerk



## FIRST QUARTER FINANCIALS

No action necessary – provided for your review

## SUMMARY

Town of Boiling Springs  
Summary of 1<sup>st</sup> Quarter 2022-2023 Financial Statements

### General Fund:

#### Revenue:

- Property tax received to date is fairly consistent with prior years' collections.
- We received ½ of our Powell Bill allocation. We received \$71,082.12 and will receive an equal distribution in December.
- No Utilities Tax has been received for FY 2022-2023 yet. We will receive this year's first distribution on December 15.
- No Beer & Wine Tax has been received for FY 2022-2023 yet. This distribution usually comes once a year in February.

#### Expenses:

- Dues and subscriptions and insurance are very front-loaded expenses.

### Water/Sewer Fund:

#### Expenses:

- Water department vehicle repairs – tires for F-250 - \$1,100.
- Sewer department vehicle repairs – repairs to pumper truck - \$3,900.

## MATERIALS PROVIDED

- **Financial Statements**

Town of Boiling Springs  
Statement of Revenue and Expenses to Budget - General Fund  
As of 9/30/2022

Revenue:

	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Ad valorem taxes:				
FY 2022-2023	760,435.69	1,203,000	442,564.31	63.2%
Prior years	750.45	10,000	9,249.55	7.5%
Tax penalties (less discounts)	(3,426.15)		3,426.15	
Total taxes	<u>757,759.99</u>	<u>1,213,000</u>	<u>455,240.01</u>	<u>62.5%</u>
Other income:				
Court costs-fees-charges	378.50	1,000	621.50	37.9%
Library donations	4,500.00	18,000	13,500.00	25.0%
Unauthorized substance tax	388.25		(388.25)	
SPR Grant			-	
CARES Act			-	
Powell Bill funds	71,082.12	138,400	67,317.88	51.4%
Solid waste disposal tax	806.60	3,500	2,693.40	23.0%
Utilities tax		200,000	200,000.00	0.0%
Beer & wine tax		21,000	21,000.00	0.0%
Local option sales tax	164,412.57	575,000	410,587.43	28.6%
Recycling	24,840.00	98,000	73,160.00	25.3%
Solid waste	59,750.50	243,000	183,249.50	24.6%
Investment earnings	465.28	4,000	3,534.72	11.6%
Powell Bill investment earnings	261.82	2,500	2,238.18	10.5%
Profit/(loss) on sale of assets		149,700	149,700.00	0.0%
Zoning	1,290.00	5,500	4,210.00	23.5%
Cleveland Co recreation grant	15,940.51	81,500	65,559.49	19.6%
CC Schools SRO grant		68,000	68,000.00	0.0%
Shop With A Cop donations		5,000	5,000.00	0.0%
Grant revenue		60,000	60,000.00	0.0%
Miscellaneous income	956.30	5,000	4,043.70	19.1%
Proceeds from financing			-	
Transfer from fund balance			-	
Transfer from Powell Bill reserve	170,400.00	170,400	-	100.0%
Total other income	<u>515,472.45</u>	<u>1,849,500</u>	<u>1,334,027.55</u>	<u>27.9%</u>
Total revenue	<u>1,273,232.44</u>	<u>3,062,500</u>	<u>1,789,267.56</u>	<u>41.6%</u>



## Expenses:

Item 1.

Administration:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	46,850.06	200,200	153,349.94	23.4%
Commissioners' salaries	2,100.00	8,400	6,300.00	25.0%
401(k)	2,270.00	10,100	7,830.00	22.5%
Payroll taxes	3,676.45	16,000	12,323.55	23.0%
Retirement	5,700.38	24,500	18,799.62	23.3%
Group insurance	8,515.20	42,600	34,084.80	20.0%
Maintenance & repairs-building	4,311.84	10,000	5,688.16	43.1%
Departmental supplies	3,475.06	12,000	8,524.94	29.0%
Training	443.03	9,000	8,556.97	4.9%
Telephone	950.10	5,000	4,049.90	19.0%
Utilities	1,958.51	10,000	8,041.49	19.6%
Postage		1,400	1,400.00	0.0%
Maintenance & repairs-equipment	314.10	2,000	1,685.90	15.7%
Advertising	691.50	4,000	3,308.50	17.3%
Dues & subscriptions	6,223.00	22,000	15,777.00	28.3%
Professional services	3,675.00	15,000	11,325.00	24.5%
Property tax collection	16,680.39	28,000	11,319.61	59.6%
Contracted services	19,919.07	112,100	92,180.93	17.8%
Insurance & bonds	34,026.42	110,000	75,973.58	30.9%
Contingency			-	
Miscellaneous		4,000	4,000.00	0.0%
Capital outlay			-	
Noncapital equipment			-	
Downtown enhancement		5,000	5,000.00	0.0%
Capital reserve			-	
Debt service		54,400	54,400.00	0.0%
<b>Total Administration</b>	<b>161,780.11</b>	<b>705,700</b>	<b>543,919.89</b>	<b>22.9%</b>

Police:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	111,463.28	566,800	455,336.72	19.7%
Non-LEO wages	9,602.40	44,300	34,697.60	21.7%
401(k)	5,995.00	30,600	24,605.00	19.6%
Payroll taxes	9,746.41	48,500	38,753.59	20.1%
Non-LEO retirement	1,171.48	5,500	4,328.52	21.3%
Group insurance	34,714.43	102,300	67,585.57	33.9%
Reserve wages	4,843.74	10,000	5,156.26	48.4%
Separation allowance	2,809.32	12,200	9,390.68	23.0%
LEO retirement	14,534.88	74,000	59,465.12	19.6%
Maintenance & repairs-building	446.52	2,000	1,553.48	22.3%
Maintenance & repairs-vehicles	2,221.00	15,000	12,779.00	14.8%
Departmental supplies	3,939.85	12,000	8,060.15	32.8%
Training		2,000	2,000.00	0.0%
Telephone	2,361.95	7,500	5,138.05	31.5%
Utilities	1,303.55	6,500	5,196.45	20.1%
Maintenance & repairs-equipment	314.07	3,000	2,685.93	10.5%
Gasoline	8,053.06	34,000	25,946.94	23.7%
Contracted services	9,614.00	88,500	78,886.00	10.9%
Shop With A Cop expenses		5,000	5,000.00	0.0%
Fundraising expenses			-	
Miscellaneous			-	
Capital outlay		13,200	13,200.00	0.0%
Equipment (non-capital)	8,709.08	8,700	(9.08)	100.1%
<b>Total Police</b>	<b>231,844.02</b>	<b>1,091,600</b>	<b>859,755.98</b>	<b>21.2%</b>

Fire:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Contracted services	71,850.00	287,400	215,550.00	25.0%
<b>Total Fire</b>	<b>71,850.00</b>	<b>287,400</b>	<b>215,550.00</b>	<b>25.0%</b>

Street lighting:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Departmental supplies	519.33	200	(319.33)	259.7%
Street lighting	11,163.36	40,000	28,836.64	27.9%
Contracted services			-	
Street signs	140.57	500	359.43	28.1%
<b>Total Street Lighting</b>	<b>11,823.26</b>	<b>40,700</b>	<b>28,876.74</b>	<b>29.0%</b>

Powell Bill:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Maintenance & repairs-streets	1,474.97	19,000	17,525.03	7.8%
Maintenance & repairs-vehicles			-	
Departmental supplies	883.63	2,000	1,116.37	44.2%
Maintenance & repairs-equipment			-	
Gasoline			-	
Professional services			-	
Contracted services	5,785.00	278,500	272,715.00	2.1%
Insurance & bonds	1,126.74	3,800	2,673.26	29.7%
Capital outlay		8,000	8,000.00	0.0%
<b>Total Powell Bill</b>	<b>9,270.34</b>	<b>311,300</b>	<b>302,029.66</b>	<b>3.0%</b>

Sanitation:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	13,131.40	86,200	73,068.60	15.2%
Part-time wages			-	
401(k)	305.00	4,400	4,095.00	6.9%
Payroll taxes	969.26	6,600	5,630.74	14.7%
Retirement	1,602.03	10,600	8,997.97	15.1%
Group insurance	4,257.60	25,600	21,342.40	16.6%
Uniforms	813.47	7,500	6,686.53	10.8%
Maintenance & repairs-building		1,000	1,000.00	0.0%
Maintenance & repairs-vehicles	2,163.92	5,000	2,836.08	43.3%
Departmental supplies	4,425.94	24,700	20,274.06	17.9%
Telephone	1,296.60	4,500	3,203.40	28.8%
Utilities	173.29	800	626.71	21.7%
Maintenance & repairs-equipment	88.96	4,000	3,911.04	2.2%
Gasoline	9,037.88	40,000	30,962.12	22.6%
Contracted services	35,345.55	163,600	128,254.45	21.6%
Capital outlay	39,720.00	46,000	6,280.00	86.3%
Equipment (non-capital)			-	
Debt service	31,439.99	31,500	60.01	99.8%
Capital reserve-trash truck			-	
<b>Total Sanitation</b>	<b>144,770.89</b>	<b>462,000</b>	<b>317,229.11</b>	<b>31.3%</b>

Parks & recreation:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>	Item 1.
Salary & wages	8,165.60	36,100	27,934.40	22.6%	
401(k)	409.00	1,900	1,491.00	21.5%	
Payroll taxes	624.65	2,800	2,175.35	22.3%	
Retirement	996.19	4,500	3,503.81	22.1%	
Group insurance	1.70	100	98.30	1.7%	
Uniforms	382.53	1,500	1,117.47	25.5%	
Maintenance & repairs-building	248.45	4,000	3,751.55	6.2%	
Maintenance & repairs-vehicles			-		
Departmental supplies	413.96	6,500	6,086.04	6.4%	
Telephone	404.87	3,000	2,595.13	13.5%	
Utilities	323.55	1,200	876.45	27.0%	
Maintenance & repairs-equipment	143.92	2,000	1,856.08	7.2%	
Gasoline	1,223.84	3,000	1,776.16	40.8%	
YMCA	10,000.00	40,000	30,000.00	25.0%	
Contracted services		4,700	4,700.00	0.0%	
Miscellaneous	1,355.30	13,500	12,144.70	10.0%	
Greenway requests		10,000	10,000.00	0.0%	
Library expenses	6,500.00	26,000	19,500.00	25.0%	
Museum expenses			-		
Capital outlay		3,000	3,000.00	0.0%	
Equipment (non-capital)			-		
<b>Total Parks &amp; Recreation</b>	<b>31,193.56</b>	<b>163,800</b>	<b>132,606.44</b>	<b>19.0%</b>	
<b>Total Expenses</b>	<b>662,532.18</b>	<b>3,062,500</b>	<b>2,399,967.82</b>	<b>21.6%</b>	
<b>Net Income/(Loss)</b>	<b>610,700.26</b>	<b>-</b>	<b>(610,700.26)</b>		

Town of Boiling Springs  
Statement of Revenue and Expenses to Budget - Water-Sewer Fund  
As of 9/30/2022

Item 1.

Revenue:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Reconnections	10,055.00	38,000	27,945.00	26.5%
Taps & connections	1,250.00	10,000	8,750.00	12.5%
Water charges	305,731.69	1,100,000	794,268.31	27.8%
Sewer charges	170,833.13	645,000	474,166.87	26.5%
Lattimore sewer charges	21,259.36	72,000	50,740.64	29.5%
Investment earnings	717.90	1,000	282.10	71.8%
Lattimore reimbursement			-	
Profit/(loss) on sale of assets			-	
Transfer from retained earnings		400,000	400,000.00	0.0%
Transfer from CPF			-	
Miscellaneous income	4,864.20	120,000	115,135.80	4.1%
<b>Total revenue</b>	<b>514,711.28</b>	<b>2,386,000</b>	<b>1,871,288.72</b>	<b>21.6%</b>

Expenses:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Water-Sewer Administration:				
Salary & wages	54,346.55	230,200	175,853.45	23.6%
401(k)	2,775.00	11,600	8,825.00	23.9%
Payroll taxes	4,101.12	17,700	13,598.88	23.2%
Retirement	6,630.28	28,100	21,469.72	23.6%
Group insurance	6,386.40	33,900	27,513.60	18.8%
Maintenance & repairs-building	2,165.96	5,000	2,834.04	43.3%
Departmental supplies	1,375.80	7,000	5,624.20	19.7%
Training		500	500.00	0.0%
Telephone	596.45	4,200	3,603.55	14.2%
Utilities	1,405.33	4,200	2,794.67	33.5%
Postage	675.20	1,000	324.80	67.5%
Maintenance & repairs-equipment	314.07	5,000	4,685.93	6.3%
Advertising		500	500.00	0.0%
Dues & subscriptions	941.94	6,000	5,058.06	15.7%
Professional services	2,625.00	6,400	3,775.00	41.0%
Contracted services	14,040.10	66,000	51,959.90	21.3%
Insurance & bonds	21,407.52	60,000	38,592.48	35.7%
Contingency			-	
Miscellaneous			-	
Capital outlay			-	
Equipment (non-capital)			-	
Capital reserve			-	
Transfer to capital project fund			-	
Debt service		29,300	29,300.00	0.0%
<b>Total Water-Sewer Administration</b>	<b>119,786.72</b>	<b>516,600</b>	<b>396,813.28</b>	<b>23.2%</b>

Water Line:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	16,975.60	67,000	50,024.40	25.3%
401(k)	848.00	3,400	2,552.00	24.9%
Payroll taxes	1,263.69	5,200	3,936.31	24.3%
Retirement	2,071.04	8,200	6,128.96	25.3%
Group insurance	4,257.60	17,000	12,742.40	25.0%
Uniforms	1,362.06	3,600	2,237.94	37.8%
Maintenance & repairs-building		4,500	4,500.00	0.0%
Maintenance & repairs-vehicles	1,273.22	2,500	1,226.78	50.9%
Departmental supplies	2,790.14	70,200	67,409.86	4.0%
Water purchases-City of Shelby	114,463.25	370,000	255,536.75	30.9%
Training	365.00	1,200	835.00	30.4%
Telephone	500.39	2,600	2,099.61	19.2%
Utilities	554.72	2,000	1,445.28	27.7%
Maintenance & repairs-equipment	3,127.77	4,000	872.23	78.2%
Gasoline	3,752.94	11,000	7,247.06	34.1%
Contracted services	14,575.00	95,000	80,425.00	15.3%
Capital outlay	9,624.00	21,000	11,376.00	45.8%
Equipment (non-capital)		7,000	7,000.00	0.0%
Capital outlay-water lines	1,000.00	301,000	300,000.00	0.3%
Capital reserve-water tank maint			-	
Water debt service		88,600	88,600.00	0.0%
<b>Total Water Line</b>	<b>178,804.42</b>	<b>1,085,000</b>	<b>906,195.58</b>	<b>16.5%</b>

Sewer Line:	<u>9/30/2022</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	28,016.10	122,800	94,783.90	22.8%
Part-time wages			-	
401(k)	1,401.00	4,700	3,299.00	29.8%
Payroll taxes	2,125.62	7,100	4,974.38	29.9%
Retirement	3,417.96	11,300	7,882.04	30.2%
Group insurance	8,512.25	33,900	25,387.75	25.1%
Uniforms	1,375.64	5,600	4,224.36	24.6%
Maintenance & repairs-building	935.39	12,000	11,064.61	7.8%
Maintenance & repairs-vehicles	4,557.82	5,400	842.18	84.4%
Departmental supplies	4,369.08	46,000	41,630.92	9.5%
Sewer line maintenance	219.14	31,000	30,780.86	0.7%
Training	35.44	2,100	2,064.56	1.7%
Telephone	1,412.22	9,000	7,587.78	15.7%
Utilities	15,728.55	54,000	38,271.45	29.1%
Maintenance & repairs-equipment	1,186.31	15,000	13,813.69	7.9%
Gasoline	2,832.45	15,000	12,167.55	18.9%
Contracted services	1,810.45	175,500	173,689.55	1.0%
Capital outlay		16,500	16,500.00	0.0%
Equipment (non-capital)	2,755.13	11,000	8,244.87	25.0%
Capital outlay-sewer lines		93,600	93,600.00	0.0%
Debt service	3,029.20	58,700	55,670.80	5.2%
<b>Total Sewer Line</b>	<b>83,719.75</b>	<b>730,200</b>	<b>646,480.25</b>	<b>11.5%</b>
<b>Lattimore Sewer Line:</b>	<b><u>9/30/2022</u></b>	<b><u>Budget</u></b>	<b><u>Remaining</u></b>	<b><u>% Spent</u></b>
Salary & wages	6,633.79	29,600	22,966.21	22.4%
401(k)	332.00	1,500	1,168.00	22.1%
Payroll taxes	507.47	2,300	1,792.53	22.1%
Retirement	809.31	3,700	2,890.69	21.9%
Maintenance & repairs-building			-	
Departmental supplies			-	
Sewer line maintenance			-	
Telephone	2,035.10	11,100	9,064.90	18.3%
Utilities	961.00	6,000	5,039.00	16.0%
Maintenance & repairs-equipment			-	
Contract services			-	
Equipment (non-capital)			-	
Capital outlay-sewer lines			-	
	11,278.67	54,200	42,921.33	20.8%
<b>Total Expenses</b>	<b>393,589.56</b>	<b>2,386,000</b>	<b>1,992,410.44</b>	<b>16.5%</b>
<b>Net Income/(Loss)</b>	<b>121,121.72</b>	<b>-</b>	<b>(121,121.72)</b>	



THE TOWN OF  
**BOILING SPRINGS**  
ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

**REPORTS**

**TOWN MANAGER | JUSTIN LONGINO**

**COUNCILMEMBER TOMMY GREENE**

**COUNCILMEMBER MARTY THOMAS**

**COUNCILMEMBER PATRICK LITTON**

**COUNCILMEMBER CALEB EDWARDS**

**COUNCILMEMBER TONYA GANTT**

**MAYOR DANIEL THOMAS**