



# **Boiling Springs Town Council**

Regular Meeting Agenda  
January 10, 2023  
6:30PM



## 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  
January 10, 2023

### ROUTINE BUSINESS

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

### SPECIAL PRESENTATIONS

1. **Gardner-Webb University Update**  
Mr. Nate Evans, VP for Advancement
2. **Community Garden Update**  
Mr. Don Pittman

### CONSENT AGENDA

1. **Adoption of Minutes from December 6, 2022**
2. **Broad River Greenway Grant Application Support Request**
3. **TDA Board Appointment**
4. **Budget Amendment for Shop with a Cop Program**
5. **Resolution to Support Changing the Speed Limit on S. Main St. from Flint Hill Church Rd to Patrick Ave.**
6. **MOU and Agreement for Retail Strategies Program**

### REGULAR BUSINESS

1. **LGC Letter**
2. **Review Lattimore Wastewater Treatment/Maintenance Agreement**
3. **Consider System Development Fee Study Proposals**
4. **Consider Changes to Chapter 114. Peddlers and Solicitors**



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## TOWN COUNCIL

MEETING AGENDA

January 10, 2023

### DISCUSSION

- 1. Review Draft Sewer Extension Policy**
- 2. Discuss License Plate Readers**
- 3. Discuss 2023 Planning Retreat**
- 4. Discuss Recognition/Memorial for Mr. Jerry Hensley**

### REPORTS

- 1. Mayor, Council, Manager Reports**

### ADJOURN

# Boiling Springs Community Garden

2022



# Mission

Item 2.

*A gathering place that will provide a welcoming outdoor community where the focus is on:*

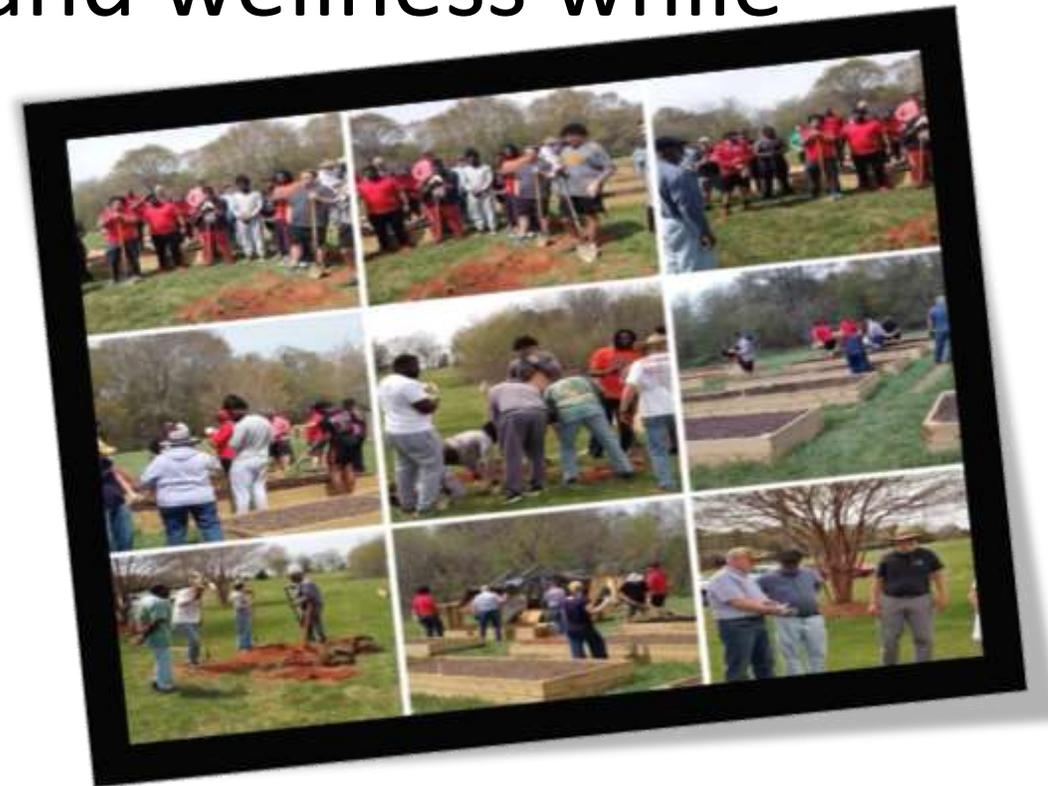
- *people/fellowship*
- *sustainable gardening*
- *education/learning*
- *healthy food choices*



# Vision & Values

Our vision is to provide a sustainable community garden where citizens of all abilities will build friendships, promote health and wellness while sharing resources.

Our values are to be honest, inclusive, innovative, enthusiastic, and fair.



# 2022 Accomplishments

Item 2.

## Physical Location

- Constructed 25 garden beds
- Constructed 4 easy access raised garden beds
- Mulched between garden beds
- Installed waterlines
- Built compost bin

## Administration

- Established leadership team, garden fees and rules
- Elicited garden participants for 2022
- Conducted quarterly participant meetings/picnics
- Invited educational speakers to picnics
- In the process of gaining approval for 2023 garden enhancements
- Applied for multiple grants
- Elicited sponsors, contributors, volunteers and participants



# CONTRIBUTORS

Item 2.

More than 150  
volunteers in  
2022

## Partnering Churches

Green Bethel Baptist

Boiling Springs Baptist

Cliffside Baptist

Trinity Baptist

Pleasant Ridge Baptist

Crestview Baptist

## Community Sponsors

Town of Boiling Springs

Boiling Springs Rotary Club

Outside The Box

Clean Cut Property Services

Snack Shop

Chen's Fusion

Bailey's Logging

Turner Trucking

Barbara Mull Investments Solutions

Maxwells Pools Inc

Cleveland County Master Gardeners

Allison Golf Cars

Ruby Hunt YMCA

## Participants

Crest High School

Local Volunteers

Gardner Webb Students and Sports Teams

Local Church Youth Groups

Boy Scouts

# Food Distribution

Item 2.

Vegetables provided to the following locations weekly:

- *Trailhead Resources*
- *Common Ground Café*
- *Shelby Rescue Mission*
- *Women's Shelter*



# 2023 GOALS

Item 2.

## Physical Location

- Construct 5-10 additional beds
- Construct fence/gates
- Build shed for produce and equipment storage
- Install culvert and walkway pavers
- Supply garden tools and supplies

## Administration

- Provide opportunities to local schools, youth groups and church groups to join the garden
- Encourage those who receive food donations to participate in garden activities
- Continue to elicit/expand sponsorship and increase garden participation
- Expand food distributions
- Enhance communication across the county, churches and schools



# 2023 Community Garden Schematic (proposed)

Item 2.



Bee Box

Bee Box



## CONSENT AGENDA

**Requested Action:** Motion to approve the consent agenda as presented

## SUMMARY

The following items are on the consent agenda and can be approved at the same time, in one motion. If Council wishes to discuss any of the items further, it can be pulled from the consent agenda and added as an item under new business. A summary of each item is below:

### Adoption of Minutes from December 6, 2022

#### Broad River Greenway Request

This is a resolution in support of an application that the County is planning to submit on behalf of the Broad River Greenway. The Greenway and County are providing the funding, they are asking for Council to approve this resolution in support of the application since we own 10% of the property that the grant funds would go toward.

A brief description of the program is below. I have also included a description of the Parks and Recreation Trust Fund program which they will be making a request for at a later date.

**Recreational Trails Program** (NC Parks and Rec) The maximum grant request is \$100,000 per project and requires a 25% match of RTP Funds received. Broad River Greenway has a completed trail condition survey from TGS Engineers. In that survey, five trails were identified for renovation (River, Flint Hill, Nicholsonville, College Farm, and Wild Turkey) to remove old logging tracks and ruts and to ensure a consistent 8-foot width of all trails with a firm natural surface. BRG is requesting \$100,000 in grant funds and supplying the \$25,000 match from the NC state appropriation. The project, if funded, must be completed in three years. Applications are due February 17, 2023. The applicant will be Cleveland County Government.

**Parks and Recreational Trust Fund (PARTF)** (NC Parks and Rec) has a \$1:\$1 match on grants, up to a \$500,000 grant maximum. These grants are for acquiring land or building or renovating facilities for a public park. Trails are considered a "recreational facility" and have been funded in past PARTF grants. Broad River Greenway is in the process of requesting public input on the most pressing recreational needs at BRG, a critical component before developing the PARTF grant application. Kim anticipates additional trail renovation work and is hopeful to include a playground component. Assuming the RTP grant is funded, BRG plans to request \$215,000 in grant funds and will supply the \$215,000 match from the NC state appropriation. The PARTF project, if funded, must be completed in three years. Applications are due May 1, 2023. The BRG is requesting that the applicant be the Town of Boiling Springs since this program awards points



for surveying the applicant's jurisdiction and obtaining feedback. Surveying the Town is better than securing a 10% sampling of the entire County population.

#### **TDA Board Appointment**

The TDA has an opening on their board and have recommended Mrs. Angie Clark from the Vintage Dog fill this spot. Mrs. Clark has agreed to serve if appointed. Approval of the consent agenda will appoint Mrs. Clark to the TDA.

#### **LGC Letter**

This letter submits to the Local Government Commission a justification for our fund balance performance indicator being slightly below the 34% threshold during our last audit.

#### **Budget Amendment**

This amends the budget for additional Shop with a Cop donations and expenses. Shop with a Cop is a program that identifies families in need that live in our community and provides funds for those families to go shopping each year. They go to the Wal-Mart in Shelby and shop for toys, bikes, toiletry items, and clothes (funds are equally distributed among each category). Each year, we budget a rough number based on what was spent last year. This year, Officer Anthony Fields received a record amount of donations and subsequently added more families to the program. There are still funds available for next year and people/businesses can always donate by contacting Town Hall.

#### **Speed Limit Change on S. Main St.**

This is a resolution agreeing with DOT's assessment that the speed limit on S. Main Street from Flint Hill Church Road to Patrick Avenue be changed from 45mph to 35mph.

#### **Retail Strategies MOU and Agreement**

This is the Memorandum of Understanding between TOBS, Cleveland County, and Gardner-Webb University that would share the cost of the Retail Strategies program Retail Academy focused on retail recruitment for our area. The agreement between TOBS and Retail Strategies is also attached.

### **MATERIALS PROVIDED**

- **Documents related to the above items follow this cover page**

**Town of Boiling Springs  
Town Council  
Regular Meeting Minutes  
December 06, 2022**

**ROUTINE BUSINESS**

**Call to Order**

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

**PRESENT**

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

**Staff Present:**

Town Manager Justin Longino  
Town Clerk Noah Saldo  
Public Works Director Mike Gibert  
LT. Tommy Sheehan  
Town Attorney John Shwepppe III  
Finance Director Rhonda Allen

**Adoption of Agenda**

Adopt the agenda as presented

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

## **Public Comment**

Nate Evans with Gardner-Webb gave an update

## **REGULAR BUSINESS**

### **PALS (Partners Aligned for Literacy Success)**

Laura Beaver will give a presentation on PALS

Laura Beaver and Henry Gillmore III gave a Presentation on PALS (Partners Aligned for Literacy Success)

### **Annual Audit Presentation**

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

Mary Grace Keller presents the town's FY 2021-2022 audit.

### **Personnel Policy Update**

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

Cheryl Brown presented the updated personnel policy.

Motion: Approve the personnel policy as Presented

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

## **CONSENT AGENDA**

Consent Agenda

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

Motion: Approve the consent Agenda as Presented

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

## **REGULAR BUSINESS**

### **2023 Council Meeting Schedule**

Approve the attached meeting schedule as presented or amended

Motion: Approve the Town Council 2023 meeting schedule as presented

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

### **Discuss Economic Development**

Town Manager Justin Longino gave a presentation on several economic development items.

The consensus of Council was to move forward with finalizing the proposal from Retail Strategies and continue to discuss the other items at a future meeting.

### **Consider Revisions to Chapter 114: Peddlers and Solicitors**

Mr. Sonntag gave a presentation on an update to Consider Revisions to Chapter 114: Peddlers and Solicitors. The Consensus was to move forward at the January meeting with minor changes. This revision will require a second reading.

### **Consider Shared Active Transit Ordinance and Agreement**

Motion to Table to allow staff to work on final ordinance and agreement language.

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

## **First Quarter FY 22-23 Financials**

Presented for review

## **REPORTS**

### **Mayor, Council, Manager Reports**

Town Manager Justin Longino:

- Kim Duren will be applying for a PARTF grant and is asking for Council to formally endorse the application in January
- Decisions on grants we have applied for will be forthcoming
- Christmas tree lighting was a success
- Christmas tree ornament at your places
- Planning board next Thursday

Councilmember Greene:

- He wishes he could have made it to the Founder's Day celebration apology
- He discussed the newsletter trivia question
- Enjoyed the Christmas tree lighting
- Enjoys seeing the Mayor reading to school classes
- Have a great Christmas

Councilmember Thomas:

- Great job on the conceptual execution package
- Staff has done a good job staying on top of zoning issues and the budget
- Merry Christmas

Councilmember Litton:

- Enjoyed using the golf carts for parade
- Inquired about the Town managers pay study
- He expressed he voted against the personnel policy due to not having the particular numbers on the cost of the increased benefits and that he was in favor of the overall policy
- Spoke about future stop light improvement

Councilmember Edwards:

- Enjoyed attending Founders Day with his wife
- Commended young girl on coming and advocating solicitor ordinance changes

Councilmember Gantt:

- Great progress tonight
- Enjoyed the Christmas parade
- Merry Christmas

Mayor Thomas:

- Thanked PALS and spoke about donations
- This Thursday first story hour at Town Hall
- Great past year partnerships, reading, love of family, staff, council, best small town in America

## **Adjournment**

Mayor Thomas declared the meeting adjourned at 8:29PM



THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

**Resolution R230110 in Support of the Recreational Trails Program Grant**

**WHEREAS**, it has been determined by the Town Council that Cleveland County Government, on behalf of Broad River Greenway, intends to apply for a **RECREATIONAL TRAILS PROGRAM GRANT** in the amount of One Hundred Thousand Dollars (\$100,000);

**WHEREAS**, **RECREATIONAL TRAILS PROGRAM GRANT** requires a match of 25 percent (25%) of grant funds received. A total match of Twenty-Five Thousand Dollars (\$25,000) will be available in cash from Cleveland County Government if a grant is awarded;

**WHEREAS**, the total project will be completed within a three-year timeframe with a total budget of One Hundred Twenty-Five Thousand Dollars (\$125,000) for the **RECREATIONAL TRAILS PROGRAM GRANT**;

**WHEREAS**, the project in the grant application includes the renovation of trails at the Broad River Greenway which is owned by Cleveland County Government and the Town of Boiling Springs, NC;

**WHEREAS**, it is in the public interest to support this effort per the Downtown Master Plan with its goals of creating a comprehensive pedestrian network, access to more greenspace, and bolstering partnerships with the Broad River Greenway;

**NOW, THEREFORE BE IT RESOLVED**, for the reasons recited above, that the own Council of Boiling Springs, NC fully supports Cleveland County Government to submit a grant application for the North Carolina Division of Parks and Recreation, North Carolina Trails Program, Recreational Trails Program.

**Adopted this the 10<sup>th</sup> day of January 2023.**

By: \_\_\_\_\_  
Daniel Thomas  
Mayor

ATTEST:

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

**TOWN OF BOILING SPRINGS  
BUDGET ORDINANCE AMENDMENT #BA230110**

**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 additional Shop With a Cop donations;

**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	
	Shop With a Cop Donations	<u>Increase</u> <u>\$ 5,000</u>
 <u>Section 2.</u>	 Expenditures	
	Police – Shop With a Cop	<u>Increase</u> <u>\$ 5,000</u>

This the 10<sup>th</sup> day of January, 2023.

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

ATTEST:

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

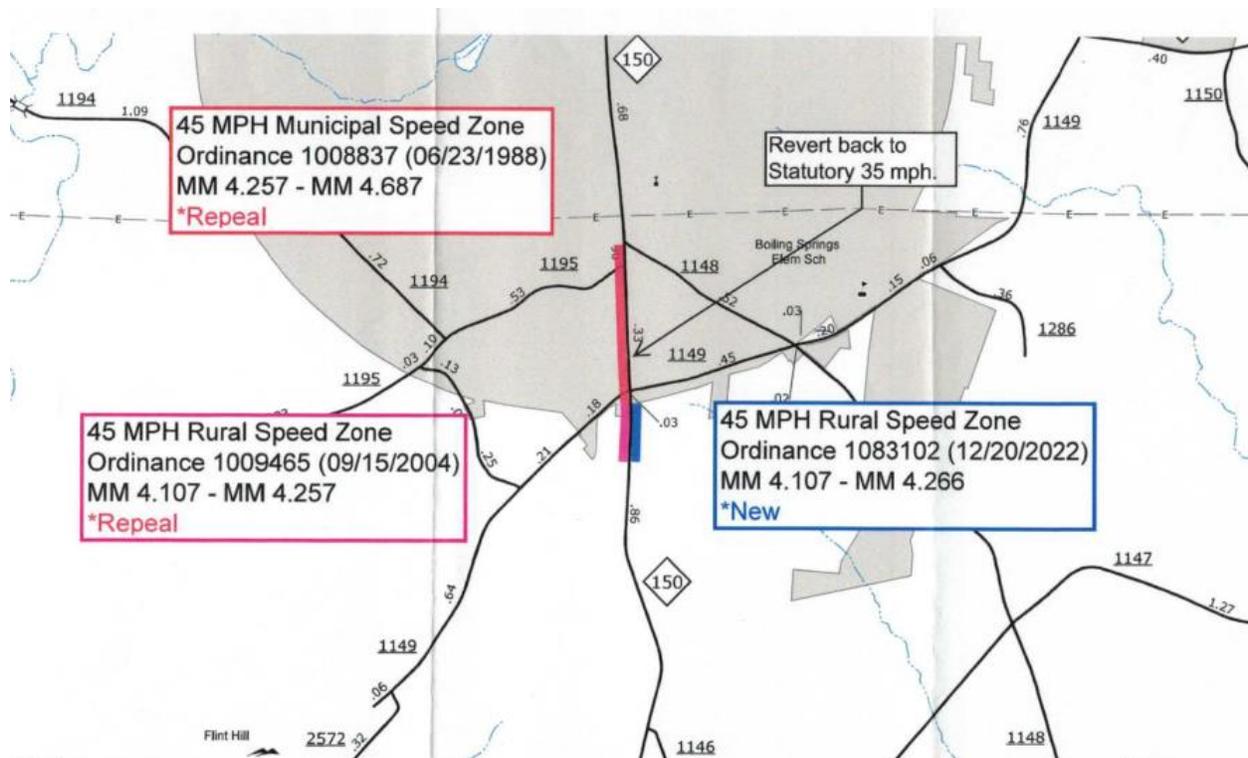


**THE TOWN OF BOILING SPRINGS, NC  
TOWN COUNCIL ORDINANCE #230110.02**

**Whereas**, The NC Department of Transportation has requested to move the speed limit on S. Main St. from 45 MPH to 35 MPH And;

**Whereas**, by changing the speed limit it will allow drivers to reduce their speed and maintain safety throughout town;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that we do concur in moving the speed limit from 45 MPH to 35 MPH on S. Main Street as displayed in the map presented below





THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

**Adopted this 10<sup>th</sup> day of January 2023.**

**X**

---

Daniel Thomas  
Mayor

Attest:

**X**

---

Noah Saldo  
Town Clerk

**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 “Appendix 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 their respective percentage shares of the invoice pursuant to section II above.

**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 any party on ten (10) days' written notice to the other parties.

**C. Information Sharing.** In addition to facilitating participation of County and University employees in the Retail Academy referenced in Exhibit A, the City shall share with the County and the University all Research, Analysis, Materials, and any other information provided to the City by the Firm.

**D. Employee Participants.** The parties agree that one (1) City employee, two (2) County employees; and one (1) University employee shall be allowed to participate in the Retail Academy.

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

Approved as to form and content:

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

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

**APPENDIX 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 first 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	\$8,334
Year One	Upon Commencement of Retail Academy	\$8,333
Year One	End of Year One	\$8,333

**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 and will deliver to the Client any work that has been completed up to the point of termination.
- 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 issue a full refund. If work has already been completed, the Consultant will deliver to the Client a copy of all such content and 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 work remaining.
- 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. The Consultant will deliver to the Client any work that has been completed up to the point of termination.

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 in accordance with North Carolina law.
- 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”). Subject to the terms and conditions of the Agreement and Client’s good faith participation, the below work will be completed no later than one (1) year after execution of the Agreement.*

**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 for all participants
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



THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

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January 9, 2023

The Local Government Commission  
North Carolina Department of State Treasurer  
3200 Atlantic Avenue  
Raleigh, North Carolina 27604

Re: Town of Boiling Springs’ response to the Financial Performance Indicators of Concern (FPIC)

State and Local Government Finance Division Staff:

The Town Council of the Town of Boiling Springs is aware that the fund balance available for appropriation fell slightly below the minimum threshold in the audited financial statements for June 30, 2022. This was the result of a couple of appropriations the Town made from fund balance. One appropriation was to replace a dump truck (\$74,000) for the Town’s sanitation department. The dump truck to be replaced was purchased used 20 years ago. To properly serve our citizens, Council determined that a new truck was needed. The Town also appropriated \$164,000 for preliminary engineering work for improvements to our downtown area. Council views this expense as an investment that will eventually increase our property values and attract businesses and future residents to our town. These are not annual expenses, and fund balance was not appropriated to pay for operating expenses.

All other performance indicators are healthy, and the Town’s fund balance available for appropriation was only .13% below the threshold. The Town raised the garbage rates for our approximately 1,800 customers by \$1 per can per month and did not appropriate any fund balance in its 2022-2023 operating budget. We feel this FPIC is temporary, and there will be no FPIC finding for the 2022-2023 fiscal year.

Sincerely,

Town of Boiling Springs

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

\_\_\_\_\_  
Mayor Pro-Tempore Patrick Litton

\_\_\_\_\_  
Councilmember Caleb Edwards

\_\_\_\_\_  
Councilmember Tonya Gantt

\_\_\_\_\_  
Councilmember Tommy Greene

\_\_\_\_\_  
Councilmember Marty Thomas

\_\_\_\_\_  
Justin Longino, Town Manager

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



## LATTIMORE AGREEMENT

**Requested Action:** Motion to approve the revised contract with the Town of Lattimore for wastewater treatment and system maintenance.

*Lattimore plans to discuss the agreement at their meeting on Monday, January 9th. We have talked through most of the changes with Mayor Beal previously. Staff is asking for approval with the ability to make any immaterial adjustments to the agreement if needed. Any change that would affect specifics of the agreement would be brought back to Council.*

## SUMMARY

The current agreement with the Town of Lattimore expires in February. Mr. Gibert, Mayor Beal, and I have had several meetings with NC Rural Water Association to discuss paths forward with this agreement. The recommendation from NCRWA is for the TOBS to continue to keep an accurate account of expenses, time, etc. spent working on the system and after a period of two years (from the date of this contract) review those statistics with the Town of Lattimore. At such time, both parties should be able to determine the best path forward for future maintenance.

The basic content of the agreement is unchanged from the last version. The document included in your packets has been ‘cleaned up’ and a few additions/changes are outlined below:

- More clearly defined where ownership of Lattimore system begins/ends (Section II).
- The Town of Lattimore will now be required to adopt their own regulations around wastewater.
  - o They will most likely adopt something very similar to our ordinance, but we wanted it to be applicable strictly to Lattimore. Mr. Gibert has already been working with them on this.
- We’ve left the rate as the “Lattimore rate” that can be adjusted in the schedule of fees. Lattimore customers pay an additional \$10 per month to cover the utility expenses related to the pump stations.
- Cleaned up/removed a lot of language at the beginning that outlines previous agreements, etc. The goal is to move forward and determine something viable for the future.

## MATERIALS PROVIDED

- **Lattimore Agreement Clean Copy**

## WASTEWATER COLLECTION AND TREATMENT AGREEMENT

THIS AGREEMENT by and between the Town of Boiling Springs, a North Carolina Municipal corporation (hereinafter referred to as "Town of Boiling Springs") and the Town of Lattimore, a North Carolina Municipal corporation (hereinafter referred to as "Town of Lattimore"), both of Cleveland County, North Carolina;

### WITNESSETH:

**WHEREAS**, The Town of Lattimore, authorized by its Municipal Corporate Charter and by the provisions of Article 16, Section 312 of Chapter 160A of the General Statutes of North Carolina, does not desire to operate and maintain its collection system, originally constructed and funded through State Grant funds,

**WHEREAS**, by a resolution duly approved and enacted by the unanimous vote of the Boiling Springs Town Council on the 15 day of March 1999, Resolution 16-99, the Town agreed to accept and treat wastewater for the Town of Lattimore Sewer System (hereinafter referred to as 'system'),

**WHEREAS**, both parties desire to maintain the existing relationship for a period of 24 months from the date of execution of this agreement and will, at such time, evaluate the expenses and revenues of the treatment and operation of the system,

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants hereinafter set forth, the parties do hereby agree that:

#### I. Construction of System Improvements

- a. The Town of Lattimore will be solely responsible for the design, installation, and startup of any improvements to the existing system.
- b. Representatives of the Town of Boiling Springs shall have input into the engineering plans and specifications.
- c. The Town of Lattimore will be responsible for acquiring all necessary easements and/or rights of way for the operation of or improvements to the system.
- d. All equipment used at lift stations, to the best ability possible, shall be from the same manufacturer and type of equipment now being used in the Town of Boiling Springs System. Lift stations shall be equipped with emergency generators as practicable. Additionally, the Town of Lattimore will purchase a portable generator to be used by the Town of Boiling Springs in emergency situations.
- e. The Town of Lattimore shall bear the cost of any necessary upgrades to Boiling Springs sewer collection system required to continue to accept wastewater from the Town of Lattimore.

#### II. Ownership of System

The Town of Lattimore will own the system currently located within the corporate limits of Lattimore and the force main extending down McBrayer Homestead to manhole #360 located near E. Homestead Ave. Lattimore will provide and/or approve funding for all line extensions requested. Line extensions by private entities will be funded by those entities. The Town of Boiling Springs will not be responsible for funding any line extensions in the Town of Lattimore.

**III. Operation and Maintenance of the System**

- a. The Town of Boiling Springs will operate, maintain, and repair the system under the terms agreed upon herein. Operation and maintenance of the system will comply with all applicable State Laws and regulations.
- b. The Town of Boiling Springs will bill all maintenance and repair costs requiring contracted professionals for the Town of Lattimore Sewer System, including necessary equipment, materials, labor, and other expenses, directly to the Town of Lattimore. Any maintenance or repair costs anticipated by the Town of Boiling Springs to exceed one thousand (\$1,000) dollars shall require the prior approval of the Mayor of the Town of Lattimore before work is begun on such maintenance or repair unless the maintenance or repair need is immediate and critical, and delay would result in a permit violation or would endanger the public health.
- c. All legal, administrative, or liability-related services for wastewater spills or other state permit violations of any kind shall be and remain the sole responsibility of the Town of Lattimore.
- d. The Town of Lattimore shall either reimburse the Town of Boiling Springs for insurance costs relating to its system or obtain proper coverage for its system and bear any associated costs with this insurance.
- e. The Town of Lattimore shall adopt the Town of Boiling Springs' current Sewer Use Ordinance (and as amended) and all wastewater generated from the Town of Lattimore must be in compliance with the ordinance. This ordinance regulates wastewater sent to the Town of Boiling Springs.
- f. The Town of Lattimore shall, in consultation with the Town of Boiling Springs, adopt its own ordinance regulating sewer within 1-year of adoption of this agreement. This ordinance should outline any administrative or similar processes around current and new connections to the Town of Lattimore wastewater system.

**IV. Tap Fees**

- a. Required tap fees will be paid to the Town of Boiling Springs in accordance with the Town of Boiling Springs policies.
- b. All taps inside and outside of the Town of Lattimore Town limits, and part of the Town of Lattimore Sewer System, will be approved by and in accordance with Town of Boiling Springs policies.

**V. Service and Billing**

- a. All new customers must make applications for service on forms provided by the Town of Boiling Springs.
- b. All customers, including customers with wells, shall not connect to the Town of Lattimore Sewer System until a connection is made to a public water supply system.
- c. Customers connected to the Town of Lattimore Sewer System shall pay the Lattimore rate as reflected on the Boiling Springs Schedule of Fees, which may be updated from time to time, and pay an additional \$10 fee each billing cycle. This additional fee will be used to cover the costs associated with utilities at the Town of Lattimore Sewer System pump stations.

- d. The Town of Lattimore shall take action as requested by the Town of Boiling Springs to enforce connection to the system and/or payment of the minimum rate for those residents who have access to the system but have not connected to the system.
- e. All new facilities constructed within the Town of Lattimore that have access to the system (within 200 feet of a gravity sewer line) will be required to connect to the system. The Town of Boiling Springs and the Town of Lattimore will coordinate with the Cleveland County Building Inspections Department to enforce this requirement.
- f. All existing facilities within the Town of Lattimore that have access to the system (within 200 feet of a gravity sewer line) will be required to connect to the system within 180 days of notification. This notification will be sent out in coordination between the Town of Lattimore and the Town of Boiling Springs.
- g. The Town of Boiling Springs, in partnership with Cleveland County Water, shall handle service agreements and the billing directly with all customers in accordance with the Town of Boiling Springs policies.
- h. Delinquent accounts and other billing matters will be handled in accordance with Boiling Springs Town policy. The Town of Lattimore shall reimburse the Town of Boiling Springs for any costs or associated legal fees incurred during the delinquent account collection process.
- i. The Town of Lattimore will provide the Town of Boiling Springs with a detailed listing of properties (owner name, address, parcel number) that have access to the sewer system and provide an accompanying map showing the properties. This map shall also identify which customers are connected to the public water supply and which are served by wells. This list shall be updated annually.

VI. Terms of the Agreement

- a. This Agreement shall extend for a term of twenty-four (24) months, beginning upon the date of the signature of the last of the parties to execute the agreement. Not less than ninety (90) days prior to this term, the parties shall mutually conduct a review of this Agreement and begin to discuss a new agreement.
- b. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.
- c. This Agreement may be terminated at any time by either party by one party giving six (6) months' notice to the other, in writing, of intent to terminate. The Town of Boiling Springs shall not be responsible for any discharge, overflow, and the like that may result from the termination of this agreement. The Town of Lattimore hereby releases the Town of Boiling Springs from any such liability.

**IN WITNESS WHEREOF**, the undersigned official representatives of the parties, acting under the express authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which constitutes an original.

**THE TOWN OF BOILING SPRINGS**

---

Daniel Thomas, Mayor

**ATTEST:**

---

Noah Saldo, Town Clerk

**THE TOWN OF LATTIMORE**

---

Alton Beal, Mayor

**ATTEST:**

---

LaSandra Pearson, Town Clerk



## SYSTEM DEVELOPMENT FEE FIRM SELECTION

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

1. Motion to select Gavel & Dorn to conduct a system development fee study and instruct staff to enter into an agreement to complete the study
2. Motion to select McGill & Associates to conduct a system development fee study and instruct staff to enter into an agreement to complete the study

## SUMMARY

Two firms submitted responses to our request for bids to conduct a system development fee study. The School of Government defines SDFs:

as a fee charged “to ensure that new connections pay for the infrastructure costs of the system capacity they will use, some utilities charge a one-time System Development Fee (SDF). These fees are in addition to other connection fees or tap fees, which compensate the utility for the cost of physically connecting the new customer or development to the centralized distribution or collection system.” (Excerpt from the [Environmental Finance Center Report](#)).

NC Rural Water recommended this as something to implement now, before a spurt of development starts to occur, so that the fee is established and in place . The [General Statues of the State of NC](#) outline a specific process for the determination and calculation of such a fee. As such, the work that any firm completes will be about the same.

Therefore, there are two factors to consider in the selection of a firm: price and previous experience.

### **Gavel & Dorn**

- Bid \$15,400
  - o Mentioned this was the “upper limit” on the cost
- Completion time is within one month
- Performed studies recently for Ranlo and Stanley

### **McGill & Associates**

- Bid \$18,700
- Completion time is 7 months
- Performed studies for Bessemer City, Waynesville, Clay County, others

## MATERIALS PROVIDED

- **Proposals from both firms**



December 16, 2022

Justin Longino  
Town Manager  
P.O. Box 1014  
Boiling Springs, NC 28017  
[justin.longino@boilingspringsnc.net](mailto:justin.longino@boilingspringsnc.net)

**VIA EMAIL**

Subject: Proposal to Perform System Development Fee Study

Dear Mr. Longino:

Gavel & Dorn Engineering, PLLC (G&D) is pleased to submit this proposal to perform a system development fee study to calculate and recommend a fee schedule for the water and sewer systems for the Town of Boiling Springs, NC.

G&D proposes three main tasks to complete the review and evaluation. The first of which is to collect and review the Town's data as it relates to the water and sewer systems. The next task is to analyze all water and sewer system data and create an evaluation based on that information. The final task is to create a report with recommendations for development fees. We therefore propose the following scope of services:

### **Task 1 Data Collection**

G&D will meet with the Boiling Springs Utilities Department to collect information on the water and sewer systems to include maps, recent water supply plans, capital improvement plans, and information on any recent expansions, upgrades, or repairs. G&D will also gather data from nearby utilities to determine their system development fee policy and how it is implemented for comparison. G&D will also review any changes in local or state legislation since the last rate adjustment that may affect these practices.

### **Task 2 Analysis and Evaluation**

G&D will review the Town's assets of both the water and sewer systems to include, but not be limited to, age/length/type/size/depth of water and sewer lines as well as pump stations, towers, tanks, treatment facilities, and any other appurtenances. G&D will also consider the capacity of each system and its current and projected demands. G&D will work with the Town's utility personnel to review any existing capital improvement plans (CIP) and plans for future growth. G&D will review any agreements or contracts with outside utilities. G&D will consider a planning horizon of between 10 and 20 years.



Justin Longino  
December 16, 2022  
Page 2

G&D will analyze the data collected and perform an evaluation of the Town's water and sewer systems. Based on principles and practices set by the American Water Works Association (AWWA) "Principles of Water Rates, Fees and Charges", G&D will determine the methodology best suited for the Town of Boiling Springs and use it to provide the Town with a recommendation to administer system development fees that reflect the Town's current water and sewer systems. G&D will consider the buy-in, incremental cost and marginal cost methods of analysis to determine a rate fee schedule. G&D will document its analysis, provide reasoning for selecting the methodology used, and demonstrate the application of the methodology to the facts and data.

G&D will identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of the conclusions. The analysis will be supported with calculations and data either included in the body of the report or the report appendices.

Part of the study will be to incorporate a credit calculation for the value of costs of capital improvement that exceed the new development's proportionate share of connecting facilities required to be oversized for use by others outside the new development.

G&D will use the data and analysis to develop a recommended fee schedule. The water and sewer fees will be set based on demand and will be scaled based on the diameter of the water service line. G&D will also work with the Town to consider other fee variations such as alternative fees for taps based on category of use, e.g., irrigation.

### **Task 3 – Report**

G&D will present the results of the analysis in the form of a draft report. G&D will submit this report to the Town for review. G&D will incorporate commentary and finalize the report, which will include recommendations for the implementation of system development fees in accordance with state law (i.e., fee schedule). G&D will present these results to the council, if desired.

### **Qualifications/Similar Work**

G&D has provided engineering and construction phase services for public works and utilities projects throughout North and South Carolina since the firm's inception in 2003. The primary focus of G&D has been water and wastewater planning, engineering, and construction services. G&D has been involved in almost every aspect of the industry including design, construction inspection, testing, cost analysis, cost projection, CIP



Justin Longino  
December 16, 2022  
Page 3

recommendations and planning, emergency repair work, performing system development fee studies and more. Most recently, G&D performed system development fee studies similar to this one for the Town of Stanley and the Town of Ranlo, North Carolina in 2022 and 2020 respectively.

### **Fee Estimate**

G&D will complete the foregoing tasks within a period of one month on an hourly rate basis with an upper limit of \$15,400.00. A breakdown of the fee estimate can be found in the attached Appendix A. Mileage and other expenses will be billed at cost.

G&D is excited to perform this development fee study and provide the Town of Boiling Springs with a development fee schedule that accurately reflects the Town's current water and sewer systems. If you have questions, please do not hesitate to call me at 704-919-1900 x 210.

Sincerely,

Eric Medaugh, P.E.  
Partner  
Gavel & Dorn Engineering, PLLC

cc: Jason Dorn, Ph.D., P.E.  
Kirk Gavel, P.E.

Town of Boiling Springs  
 Proposal to Perform System Development Fee Study  
 December 16, 2022

## Appendix A

### Fee Estimate

Billing Rate:		\$203	\$167	\$137	\$76		
Task	Description	Project Manager	Project Engineer	Staff Engineer	Senior Admin	Total Hours	Labor Fee
1	Data Collection/Meetings	2	8	16	1	27	\$ 4,000.00
2	Analysis	4	16	24		44	\$ 6,800.00
3	Report	2	8	16	1	27	\$ 4,000.00
<b>TOTAL:</b>		<b>8</b>	<b>32</b>	<b>56</b>	<b>2</b>	<b>98</b>	<b>\$ 14,800.00</b>
<b>Reimbursable Expenses:</b>						4%	\$ 600.00
<b>Grand Total:</b>							<b>\$ 15,400.00</b>

# Town of Boiling Springs, North Carolina

## System Development Fee Study





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**PREPARED FOR**

Justin Longino  
 Town Manager  
 Town of Boiling Springs  
 Post Office Box 1014  
 Boiling Springs, NC 28017

**PREPARED BY**

McGill Associates, PA  
 1240 19th Street Lane NW  
 Hickory, NC 28601  
 828.328.2024  
 mcgillassociates.com

December 16, 2022

Justin Longino, Town Manager  
Town of Boiling Springs  
Post Office Box 1014  
Boiling Springs, NC 28017

RE: Statement of Qualifications  
System Development Fee Study

Dear Justin:

The Town of Boiling Springs is taking a proactive approach to managing its utility systems by performing a system development fee (SDF) study. McGill Associates, PA (McGill) has completed numerous SDF analyses across the state and will work with the Town to complete an accurate study based on clear methodology. Further, our local presence, background, and history in the area positions our team to understand the priorities of the Town and prepares us well to complete this effort. We have experience that demonstrates our capabilities specifically related to the Town's request. Please consider the following points demonstrated within our Statement of Qualification (SOQ):



**Familiarity:** We look forward to continuing our relationship with the Town of Boiling Springs — building on our recent award to complete both water and sewer asset inventory and assessment (AIA) projects for the Town through which McGill will become intimately familiar with the Town's utility systems. Having worked with the Town for years now, we have unique knowledge of the community and familiarity with Boiling Spring's staff.



**Technical Resources:** Our team is highly qualified to complete SDF studies. Our Financial Services Analyst Dale Schepers works with communities like yours to develop a cost-justified fee schedule using industry-standard methodology and calculations in strict accordance with legislative rules.



**Experience with Similar Projects:** McGill has a history of achieving successful results for similar project types, and we are committed to achieving the same results for the Town on this project. Please see our project references for similar evaluations and other relevant project experience.

We are sincere in our desire to continue serving and partnering with the Town of Boiling Springs on water and wastewater projects. Our team would be honored to discuss our qualifications with you. Please do not hesitate to contact us with any questions.

Sincerely,  
MCGILL ASSOCIATES, PA

A handwritten signature in blue ink that reads "RJ Mozeley".

RJ MOZELEY, PE  
Senior Project Manager / Client Liaison

# 01 | Firm Overview

## Contact



**RJ Mozeley, PE**

Senior Project Manager

[rj.mozeley@mcgillassociates.com](mailto:rj.mozeley@mcgillassociates.com)

## How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, as well as consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

## At a Glance

Legal Name: McGill Associates, PA  
 Incorporated / Year: 1984  
 Business Type: Corporation  
 Number of Offices: 7  
 Number of Employees: 140

## Office Locations



### Local Office:

1240 19th Street Lane NW, Hickory, NC 28601  
 828.328.2024

## What We Do



Water and Wastewater



Civil Engineering



Water Resources



Solid Waste



Electrical Engineering



Mechanical, Electrical, and Plumbing



Construction Administration



Land Planning and Recreation



Environmental



Consulting Services



McGill's Hickory team at Union Square

## Why Hire McGill



### Local Office to Serve Your Community

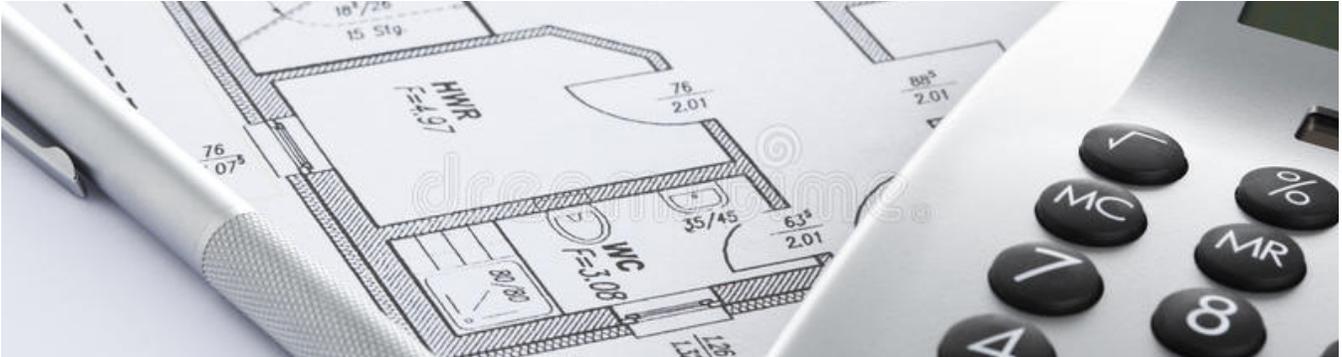
- McGill has operated in Hickory for 23 years, with over 30 employees.
- McGill has worked with the Town of Boiling Springs since 2016, providing land planning and recreation services for park, streetscape, and greenway projects, as well as funding assistance.
- Our Hickory office includes the following practice areas: water / wastewater, civil / site, land planning and recreation, environmental, electrical, construction administration, management consulting, and marketing.
- RJ Mozeley, PE, has a strong understanding of the Town's needs related to water and wastewater projects. He has built relationships with funding agencies and has the experience to assist the Town with future funding applications.



### Project Familiarity and Reputation

- McGill understands the need to update the Town's SDFs.
- McGill will soon begin working with the Town on an asset inventory and analysis (AIA) of the community's water and sewer system.
- McGill has completed numerous water and sewer SDF projects, making our team familiar with the methodology and legislative requirements.
- McGill has an extensive record of success regarding SDF projects.
- We understand the intricacies of projects like this and the pitfalls to avoid to meet the Town's needs within the specified schedule and budget.

## 02 | Previous Similar Work



### Assistance with HB 436 Compliance

McGill has assisted 19 public water and sewer utilities in North Carolina with the development of and establishment of SDFs (SDFs) that are in compliance with House Bill (HB) 436. This legislation established a uniform approach and associated methodology required for local governmental units to calculate and implement SDFs for public water and sewer systems. The SDFs must be determined by a qualified engineer or financial professional using industry standard practices. SDFs are collected for the purpose of offsetting capital costs of facilities that serve new development, typically defined as impact fees, capital recovery fees, capacity charges, etc., and are required to conform to HB 436. Fees that did not conform after July 1, 2018, are considered invalid.

For each study, McGill provided assistance with the adoption process, including presenting the SDF to governing bodies, posting information for public viewing, responding to comments, attending public hearings, and assisting with ordinance and resolution language. All SDF studies were completed on schedule, including those requiring adoption to meet the legislative deadline, and within budget.

### SDF Study

#### Clay County

Clay County was experiencing increased interest from developers in recent years and identified that capital investments were needed to address the potential demands new development would have on its water utility. SDFs were determined to be an equitable mechanism to ensure that the cost of available and additional capacity would not fall completely on the existing customers. Clay County has made significant investments in water and sewer infrastructure and plans to build additional capacity to be available for new development, and also desires to use SDFs to recover a portion of the costs associated with providing capacity.

#### Client Reference

Debbie Mauney  
County Manager  
828.389.0089  
dmauney@claync.us

#### Year Completed

2022

#### Staff Involved

Dale Schepers  
(Financial Services Analyst)

## SDF Study

### South Granville Water and Sewer Authority (SGWASA)

In response to HB 436, SGWASA retained McGill to complete an SDF analysis and update its capacity charges prior to the July 1, 2018 deadline. Concurrently, SGWASA had not yet finished a Sewer Master Plan that would have a significant impact on the SDF calculation. Our staff used SGWASA's records and data to assist in the development of a reasonable fee to be assessed to new developments that would reflect the actual costs of system capacity depletion and expansion, as well as ongoing capital construction expenditures. McGill completed the study in time to meet the legislative deadline, then later updated the analysis to allow SGWASA to include the incremental capacity related projects from the Master Plan to be included in the fee calculation.

#### Client Reference

Richard Balmer  
Finance Director  
919.575.3367  
rbalmer@sgwasa.org

#### Year Completed

2018

#### Staff Involved

Dale Schepers  
(Financial Services Analyst)

## SDF Study

### City of Southport

In late 2017, McGill began working with the City of Southport to prepare a public water and sewer SDF analysis to satisfy requirements of HB 436 and allow the City to recover a portion of the cost of capacity that is demanded by new development and thereby reducing some of the burden of constructing additional capacity to support new development from the existing rate payers. McGill reviewed many City records, such as:

- Capital Improvements Plans (CIPs)
- Building permits
- Past requests for water and sewer extensions in the City limits
- Rate schedules
- Past requests for additional water and sewer services from the City and subdivision plats
- Relative GIS data

McGill utilized this documentation and the report generated by the team, relative to facts and data, to demonstrate the sufficiency and reliability of the method chosen and to meet other technical requirements of the legislation.

#### Client Reference

Melanie Trexler  
Finance Director  
910.457.7906  
mtrexler@  
cityofsouthport.com

#### Year Completed

2018

#### Staff Involved

Dale Schepers  
(Financial Services Analyst)

## SDF Study

### City of Bessemer City

McGill generated a cost-justified fee schedule and public water and sewer SDF analysis for the City of Bessemer City using industry-standard methodology and calculations in strict accordance with the legislative rules set forth in HB 436. The fee calculation addressed the City's desire to recover a portion of the capital costs of existing facilities that currently provide available capacity to new development. Bessemer City is also experiencing interest from developers and recognizes the need to begin planning for future capacity expansions. SDFs will be used to help to lessen the full burden of capacity costs from the existing customers.

#### Client Reference

Joshua Ross  
City Manager  
704.629.5542  
jross@bessemerncity.com

#### Year Completed

2021

#### Staff Involved

Doug Chapman, PE  
(Principal)  
Dale Schepers  
(Financial Services Analyst)  
Chad Hull  
(Grants Administrator)

## SDF Study

### Town of Waynesville

McGill was retained by the Town of Waynesville to conduct an SDF study to establish a cost-justified fee schedule for its water and sewer utility using industry-standard methodology and calculations in strict accordance with legislative rules set forth in HB 436 prior to the July 1, 2018 legislative deadline. The fee calculation addressed the Town's desire to recover a reasonable portion of the capital costs of existing facilities that currently provide available capacity to new development, and future costs of planned capacity-related capital projects that will ensure capacity is available to meet the demands of future development. Waynesville is planning for significant capital investment to rehabilitate aging infrastructure and recognizes the need to establish fees that help to lessen the full burden of constructing additional capacity from the existing rate payers.

#### Client Reference

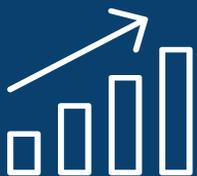
Rob Hites  
Town Manager  
828.452.2491  
rhites@waynesvillenc.gov

#### Year Completed

2018

#### Staff Involved

Dale Schepers  
(Financial Services Analyst)



There is a direct and reasonable connection between the impact of the new development and need of new or expanded infrastructure.

## SDF Study

### Town of Shallotte

In response to HB 436, the Town of Shallotte retained McGill to complete an SDF analysis prior to the July 1, 2018 deadline. The Town was experiencing significant interest in development and desired to establish fees to offset a reasonable amount of the related capital costs associated with existing and future capacity-related capital improvements. SDFs will be used to help to reduce the full burden of existing and future capacity costs from the existing customers.

#### Client Reference

Mimi Gaither  
Town Administrator  
910.754.4032  
mgaither@  
townofshallotte.org

#### Year Completed

2018

#### Staff Involved

Doug Chapman, PE  
(Principal)  
RJ Mozeley, PE  
(Senior Project Manager)  
Dale Schepers  
(Financial Services Analyst)

## SDF Study

### Town of Oak Island

McGill developed a cost-justified fee schedule using industry-standard methodology and calculations in strict accordance with legislative rules set forth in HB 436 and assisted the Town with adopting the SDFs prior to the July 1, 2018 deadline. Oak Island has made a significant investment in water and sewer capacities and desires to offset a reasonable amount of the financial burden to construct available capacity. SDFs will be used to help to reduce the full burden of existing and future capacity costs from the existing rate payers.

#### Client Reference

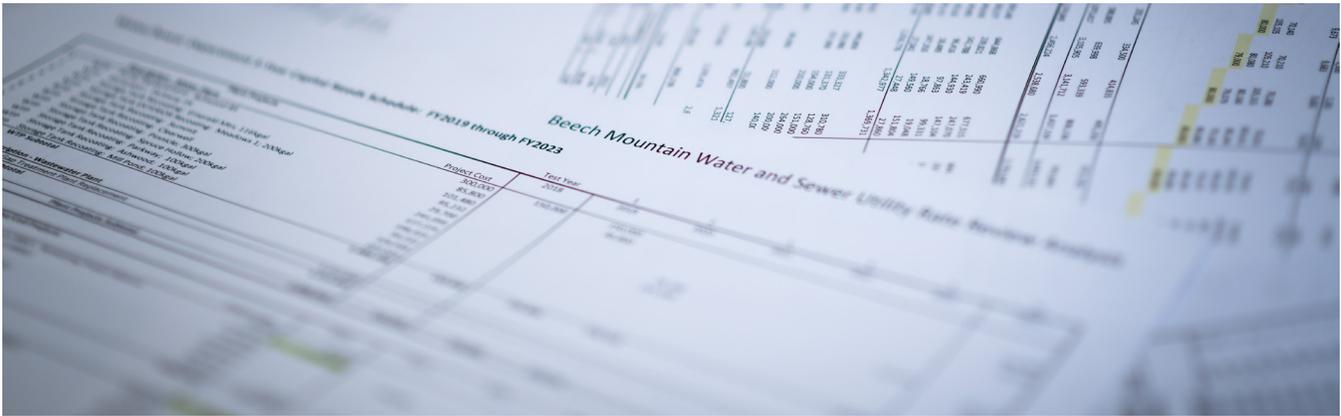
David Kelly  
Town Manager  
910.201.8002  
dkelly@ci.oak-island.nc.us

#### Year Completed

2020

#### Staff Involved

Dale Schepers  
(Financial Services Analyst)



## Experience with Financial Studies for Utilities

Our team has a substantial amount of experience with financial evaluations for municipal systems. The team includes both engineers with experience in capital planning and staff with management and fiscal experience that understand the requirements for municipal budgeting. This team has worked together on several projects for a variety of clients and can develop a unique scope to meet specific needs economically.

Below is a list of recent financial planning documents that our financial services team performed with in the last five years:

- 2016–2021 Annual Water and Sewer CIP Update and Utility Rate Analysis, Town of Valdese
- 2018–2020 Water and Sewer CIP and Utility Rate Review, Town of Beech Mountain
- Water and Sewer Utility CIP and Rate Analysis, Anson County
- Water and Sewer Rate Study, City of Emporia, VA
- CIP Updates, Jellico Electric and Water System, TN
- CIP, Clay County
- Water and Sewer Asset Management Plan (AMP) and Preliminary CIP, Town of Forest City
- CIP and AMP, Town of Stanley
- Gray's Creek Rate Study and Cost Allocation Plan, Cumberland County
- SDF studies completed for 19 public water and sewer utilities in North Carolina
- 2021 Water and Sewer CIP and Financial Analysis Update, Town of Valdese

## Team Qualifications

The McGill team selected for this project has worked together on many other successful financial studies. The projects that each team member worked on are also listed on each of their resumes. RJ Mozeley, PE, will serve as the Senior Project Manager and primary contact for this project and lead other staff members assigned to the project. RJ has more than 15 years of experience in planning, design, and financial studies of similar facilities across Western North Carolina.



Financial services team

# 03 | Qualifications of Key Staff

## Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.



### Availability

McGill works within strict schedules to meet project deadlines and objectives. We want to work on this important project and are prepared to adjust our work program to meet your project's scheduling needs. We understand how important it is to stay on schedule and on budget. This proposal is intended to demonstrate that:

- We have the qualifications and expertise to execute this project.
- We have the capability and availability to achieve the tasks outlined in our proposal, within a prescribed time frame.
- Our personnel and resources are accessible and our proximity to the project can facilitate timely and efficient working conditions and communication.



## Doug Chapman, PE

### Principal / Vice President / Regional Manager

#### Years of Experience: 31

Doug Chapman has practiced engineering in North Carolina for more than 31 years. His experience includes a wide range of public projects, such as streets systems, parks and recreation, and community facilities and planning. Doug has worked in a variety of professional environments, including both public and private sector positions, which have contributed positively toward developing his capacity to solve complex problems and understand the needs of public clients. He is an innovator and a leader in infrastructure and facility planning and design. Doug has worked on numerous projects and is well versed in public bidding requirements and project funding opportunities.

#### Education

BS, Mechanical Engineering, North Carolina State University (NCSU)

#### Professional Associations

- AWWA
- WEF

#### Specializations

- Client communication
- Utility planning

#### Professional Licensure

PE: NC #020622

#### Related Experience

- SDF Study, City of Bessemer City
- SDF Study, Cumberland County
- SDF Study, Town of Shallotte
- 2022 CIP Updates, Town of Valdese



## RJ Mozeley, PE

### Senior Project Manager / Client Liaison

#### Years of Experience: 15

RJ Mozeley oversees McGill's financial services team. He is a dedicated and talented engineer who has developed a strong knowledge of funding opportunities for public projects. He enjoys seeing a project from conception to completion and understands the importance of assisting clients with the funding process along the way. He is a valued team member, not only for his technical and strategic expertise, but also for his knowledge and attention to detail in preparing documents.

#### Education

BS, Civil Engineering, NCSU

#### Professional Associations

- AWWA
- WEF

#### Specializations

- Project management
- Client communication

#### Professional Licensure

PE: NC #037937

#### Related Experience

- SDF Study, City of Marion
- SDF Study, Town of Shallotte
- 2023 Water and Sewer CIP, Town of Valdese
- CIP and AMP, Town of Stanley
- CIP Update, City of Lenoir



### Education

BS, Engineering and Engineering Technology, Northern Illinois University

### Professional Certifications

- Public Water Supply Operator – Class A
- Wastewater Treatment Works Operator – Class 1

### Specialization

- Financial Analysis

## Dale Schepers

### Financial Services Analyst

#### Years of Experience: 35

Dale Schepers has over 30 years of hands-on municipal experience and 24 years managing public infrastructure and services in 2 states, serving communities ranging in population from 3,300 to 78,000. He gained hands-on experience as a wastewater plant operator and quickly progressed to positions of responsibility, including water / sewer division manager and public works director. Dale has extensive experience with creating and managing budgets, capital planning, engineering design and construction administration, finance, asset management, rate analysis and rate-setting, customer service, operation and maintenance, contracted services, utility regionalization and long-term purchase agreements, inter-governmental agreements, labor contracts, multi-jurisdictional coordination, and regulatory compliance. His practical set of operational and administrative skills provide exceptional value to McGill's clients.

#### Related Experience

- SDF Study, City of Bessemer City
- SDF Study, Clay County
- SDF Study, City of Southport
- SDF Study, Town of Shallotte



### Education

MPA, Appalachian State University

BS, Political Science, Appalachian State University

### Specializations

- Funding assistance
- Financial analysis

## Chad Hull

### Grants Administrator

#### Years of Experience: 1

Chad Hull works on a variety of grant applications and programs that offer grant and loan funding for planning on construction of water and wastewater systems. He has experience performing administrative tasks for the life of grants by processing invoices into requisitions and working on program-specific items to comply with regulatory requirements. Chad is detail-oriented, understands the complex nature of state and federal funding, and prioritizes customer communication and support. Chad brings a unique perspective to financial services thanks to his education and background in public administration, and he has a deep understanding of the world of local government.

#### Related Experience

- SDF Study, City of Bessemer City
- American Water Infrastructure Act (AWIA) Risk and Resilience Assessment, Town of Siler City
- AWIA Risk and Resilience Assessment, City of Bessemer City
- AIA Funding Applications for SGWASA, City of Oxford, and Clay County

# 04 | Project Approach

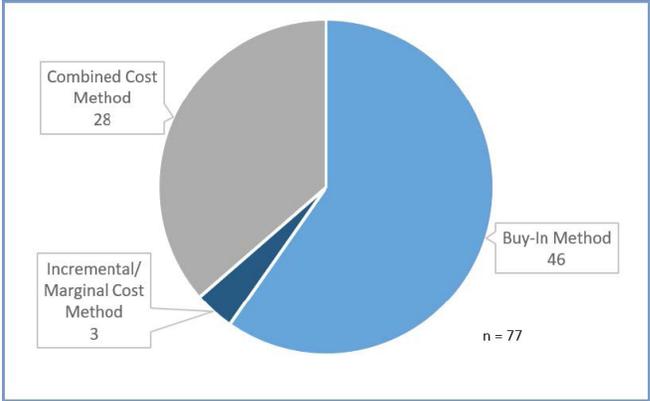


Financial services team members — RJ Mozeley and Dale Schepers

## System Development Fee Methodology and Defense

The McGill team understands the managerial and financial aspects of operating and forecasting a public utility system. Through our team’s experience working in local government and assisting clients, we are keenly aware of the need to have thorough and defensible calculations for water and sewer SDFs. Our team will approach this project from a proven methodology of gathering pertinent data and organizing that data (categorized by funding source, capacity, timing, etc.) in a manner that will effectively and efficiently translate into elements contributing to SDFs.

We have participated in calculating SDFs in a number of communities across North Carolina in the last six years. We have also assisted in supporting legal defense for other communities. Consequently, we are familiar with the types of items that often derail an SDF analysis.



Number of Water SDFs Based on Calculation Methods (2019)

Hughes, J., Fialko, K., Farmer, B., Eskaf, S. (2019). *System Development Fees in North Carolina*. Environmental Finance Center at the University of North Carolina at Chapel Hill



**Our team will choose the most defensible methodology based on the conditions, our knowledge, and experience with SDFs.**

# Project Approach

This approach incorporates and expands upon the scope of services outlined in the Request for Qualifications.

## 1. Meet With Town Staff

- Gather information, establish schedules, and review aspects of the SDF analysis
- Review project goals and objectives, relevant policies, procedures, and overall approach to developing and adopting SDFs

## 2. Review Data

- Review all data provided by the Town, including existing water and sewer assets and previous expenditures and debt service requirements, CIPs, building permits, requests for water and sewer extensions, rate schedules, requests for additional water and sewer services, existing and planned capacity of the water and sewer system, Comprehensive Development Plans, and relevant GIS data

## 3. Determine Methodology

- Consider and select the appropriate methodology for the calculation of the fee
- Present the best approach to maximize what the Town could charge for SDFs, if it chooses to do so

## 4. Prepare Analysis

- Prepare and document the analysis to calculate the SDF and fee schedule for the public water and sewer system
- Review any other related development fees and charges to identify possible overlap of charges that may require adjustment as required by HB 436

## 5. Develop a Fee Schedule

- Calculate a fee schedule, including a service unit rate and a conversion table that applies some multiple or derivative of the service unit rate to the various categories of demand that will become the fee schedule recommendations for consideration and other applicable requirements of the legislation

- Incorporate a credit calculation for the value of costs of the capital improvement that exceeds the new development's proportionate share of connecting facilities required to be oversized for use by others outside the new development
- Cover a planning horizon between 10 and 20 years

## 6. Assemble Documentation

- Assemble documentation that will demonstrate the sufficiency and reliability of the method chosen and other technical requirements of the legislation by providing facts and data
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of the conclusions

## 7. Assist With Public Notice and Comment

- Assist the Town with guidance for the public comment period
- Review the comments for consideration of possible modifications and present the analysis at the public hearing

## 8. Develop Final Report

- Develop a final report for publication (if there is any desired modifications based on the public hearing, we will make those changes and publish the final report)

## 9. Assist With Adoption

- Assist with development of the resolution or ordinance to be adopted and assist with any documentation for the annual budget
- Make presentations to the Town council at the direction of the staff

# Project Management

## Budget and Schedule Control

McGill works with roughly 300 units of local government across North Carolina, Tennessee, and Virginia and many of our clients are very similar in size and complexity to the Town of Boiling Springs. Like the Town of Boiling Springs, our other clients are bound to a number of project constraints which must be observed for the project's success. Budget and schedule are almost always paramount concerns and so they regularly receive appropriate attention from the McGill team. Our work plan always includes early budget development based on our experience as professionals in the design and construction industry.

Developing a project schedule to identify the tasks of importance throughout the project helps to then also prepare a manageable plan for accomplishing those same tasks and that in turn also assists in keeping the project budgets in control.

## Quality Management

In addition to regular updates to the budget and feedback from our progress, our project approach utilizes the institutional knowledge and experience of RJ and Doug through quality assurance / quality control (QA / QC) review of the SDF calculation.

## Expectations of Town During This Process

McGill will only expect that the Town continue to operate in the same successful manner as past projects with McGill, where Town objectives are provided clearly and access and information to relevant matters are secured and added to the project records.

# Project Management Approach

Our experience has led us to develop and embrace a standardized approach to project management. Your project manager stays in tune with every aspect of the project, as well as in touch with each person or team involved. McGill has standardized systems in place and tools to keep each aspect of the project on track.



## Communication

Microsoft Teams unifies communication and collaboration among our staff.



## Financial

Our highly trained managers use Deltek Vision software to track progress relative to scope and schedule.



## Technical

McGill staff use cloud storage for all files, as well as the latest software programs for design.



## Internal Expertise

Practice areas across the firm keep our projects running smoothly. We have in-house resources to address the majority of issues we may encounter during the life of a project.

# Typical Project Schedule

McGill has many years of collective experience and a lengthy record of accurate project scheduling, effective cost control, quality work, and innovative design capabilities. We consistently plan and design projects within the client’s budget and schedule. Our internal procedures were established 38 years ago and have been evolving ever since to allow for successful development of project schedules and milestones.

Schedule								
Month	1	2	3	4	5	6	7	
Initial work session with staff	█							
Information due from staff		█						
Develop SDF analysis and draft recommendations			█					
Work session with staff to review preliminary findings and recommendations				█				
Final report and posting of analysis and fee recommendations					█			
45-day notice period and public hearing						█		
Final recommendations to the Town council on fees with appropriate supporting analysis							█	
Council action								█

# 05 | Project Cost



## Project Cost

Based on the proposed scope of services as outlined in the Request for Qualifications, McGill proposes to assist the Town of Boiling Springs with an SDF study for the lump sum fee of **\$18,700**.

We appreciate the opportunity to present this proposal to the Town of Boiling Springs and would be honored to work with Town staff on this assignment.



Our goal is to provide you with the key information you need to adopt a fee structure that meets all regulatory guidelines and supports necessary enhancements to the Town's infrastructure due to growth.



**McGill Associates, PA**

1240 19th Street Lane NW, Hickory, NC 28601

828.328.2024 | [mcgillassociates.com](http://mcgillassociates.com)



## CHANGES TO CHAPTER 114 PEDDLERS AND SOLICITORS

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

1. Motion to amend Chapter 114 as presented
2. Motion to amend Chapter 114 as discussed (*if further changes are discussed*)
3. Motion to leave Chapter 114 as it currently reads
4. Motion to table for further information/research

*Staff recommends option 1*

## 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. 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, 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.

### **2<sup>nd</sup> Reading Changes:**

Staff updated the red-line solicitor ordinance in two ways after the first reading. The first is in Sec. 114.02(c)(1) where the price for a yearly pushcart or mobile food truck permit was increased to \$100.00 from \$25.00 for 90 days. Staff also created a one-time license for \$25.00 and made the one-time license last for 7 days from the date of issuance in Sec. 114.02(e) with the goal of making the yearly option more attractive. An updated Sec. 114.08 now includes a stipulation that failure to solicit while in uniform or “other visible and clearly branded attire” may result in the revocation of the license. The application form will include a section where organizations unable to meet this requirement can explain why they cannot and how they will identify themselves instead.

## **MATERIALS PROVIDED**

- **“Redline” copy of the ordinance highlighting changes**



THE TOWN OF  
**BOILING SPRINGS**  
 NORTH CAROLINA

**THE TOWN OF BOILING SPRINGS, NC**  
**TOWN COUNCIL ORDINANCE #230110.01**

PART II - CODE OF ORDINANCES  
 TITLE XI. - BUSINESS REGULATIONS  
 CHAPTER 114. PEDDLERS AND SOLICITORS

**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) \$10025.00 per pushcart or mobile food unit per yearly license.~~
- (2) \$25.00 per pushcart or mobile food per one-time license.
- (c) No license issued under this chapter shall be transferable.
- (d) All yearly licenses issued under this chapter shall expire 36590 days after the date of issuance thereof.
- (e) One-time pushcart or mobile food licenses shall expire 7 days after the date of issuance thereof.
- ~~(f)~~ 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~~. 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). Furthermore, failure to conduct soliciting activities, or the like, while in uniform or other visible and clearly branded attire may result in revocation of the license.

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.

1a.— A citation of said civil penalty and/or Class 3 misdemeanor shall be issued by the code enforcement officer.

2B. 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 in violation of this chapter.

Adopted this 10<sup>th</sup> day of January 2023

X

Daniel Thomas  
Mayor

X

Noah Saldo  
Town Clerk



## SEWER EXTENSION POLICY

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

1. Motion to approve the Sewer Extension Policy as presented
2. Motion to approve the Sewer Extension Policy as amended
3. Motion to table for further review and changes as discussed

*Staff has reviewed the policy with Mayor Thomas and Mayor Pro Tem Litton (WS CIP Subcommittee)*

## SUMMARY

Our current ordinance around water and sewer ([Chapter 50](#)) outlines [extensions for service to in-town property](#), [developed property within town](#), [extensions to new developments](#), and [extensions outside of town](#). These first two sections are aimed at providing extensions to a single parcel. None of these sections address providing service to entire neighborhoods that are already built out.

There are numerous properties and developments within the town limits that have aging septic systems. Most of these were built during the moratorium on new connections to our sewer system in the early 1990's. These homes 'paid' for the septic systems through the purchase price of their home, but did not pay for any infrastructure or connections to the Town system. If we applied the current policy of extending service to developed properties within town, it means that the town will, in essence, provide those residents with free or much cheaper extension of service. This means those in newer or future developments bear the cost of extension twice, once in the increased price of their houses and once as taxpayers. Staff have developed the updated ordinance with this in mind and have attempted to balance financial "fairness" while still making the extension of sewer service an attractive and economically reasonable endeavor.

Staff reviewed a number of policies from other towns and consulted with the School of Government. From this research, we have significantly changed Sec. 50.302 in five major ways. Those changes are outlined below and the intent of these changes is meant to apply an assessment to the properties requesting service and allow for a lump sum payment or financing over a number of years. This assessment would be tied to the property and not the owners.

The first change is a new requirement that the process of sewer extensions begin with the submission of a petition from interested property owners. The petition shall include a description of the proposed improvements and must be signed by at least 75% of owners owning at least 75% of the lineal feet of frontage of lands abutting the street(s) to be served by the extension. Owners of undivided interests shall be considered one person and 75% of the undivided owners must be named on the petition to count as a single vote in favor of extension. For instance, a property with 4 owners needs 3 named on the petition for the property to count as a yes vote in favor of extension.



The second major change comes in Sec. 50.302(c)(1)(b) and states that the project area described on the petition shall be determined by matching the project proposal with the Town’s Capital Improvement Plan. Properties within 200 feet of the project area are required to be named on the petition and count towards the 75% threshold requirement. Properties more than 200 feet off the road should be able to install a new septic tank and do not necessarily need to be included in the project to address the concern of aging septic tanks. There is an exception in our code for lots of this size. The Town Clerk or another person designated by the Council shall investigate if the petition is sufficient and certify the same with the Council.

The third change shall come into effect after this certification. The Town shall contract with an engineer to review the project, identify the need for the installation of oversized lines or other basic sewer facilities (like pump stations), and estimate the final total cost. The Town Manager or their designee shall then present the findings to Council along with a recommendation on the feasibility of the request. Next, Sec. 50.301 establishes the Petition Review Committee to convene after the project is deemed feasible by Council and before the project is given final approval. They shall conduct a preliminary review of the project and iron out the final details. This committee will consist of two Councilmembers, Town Manager, Town Engineer, Public Works Director, and at least two residents names on the petition as neighborhood representatives.

Finally, Sec. 50.302(f) was written to establish that once the project is completed, the Council may select a basis of assessment from [G.S. 160A, Article 10](#) to recoup the cost of the extension if the Town bore the initial cost of extension in accordance with Sec. 50.302(a). Property owners also have the option to pay their proportionate share of the cost in one lump sum rather than in equal annual installments with interest. Sec. 50.302(g) states that lines installed larger than is necessary to serve the property or other system facilities installed for public use (like fire hydrants or pumping stations) shall be excluded from the total cost to be shared by the property owners.

## MATERIALS PROVIDED

- **Red line copy of current ordinance with additions**

## **Final Draft**

### **Sec. 50.300. - Extensions of service to in-town property.**

The town recognizes the public benefit of providing water and sewer service to all properties within the corporate limits on a nondiscriminatory basis and, subject to the availability of funds, to extend its service lines to all properties unless it is unreasonable to do so. The town may determine that an extension of service is unreasonable for the following reasons:

- (1) The cost-of-service extension is excessive in terms of the number of customers to be served or because of topographic, engineering, technical, or other problems.
- (2) The provision of service will adversely affect the supply of water to other customers or will adversely affect the town's sewage treatment capabilities.
- (3) Other good and sufficient reasons.

### **Sec. 50.301. – Establishment of the Petition Review Committee for extensions of service to in-town property.**

- (a) The town shall hereby establish and maintain the Petition Review Committee. This committee shall be comprised of two Councilmembers, Town Manager, Town Engineer, Public Works Director, and at least two residents named on the petition as neighborhood representatives. The Committee shall review petitions to extend water or sewer service to developed properties within the corporate limits.
- (b) The Committee may be directed to convene after a project is presented to Council by the Town Manager or his designee and the project is deemed feasible by Council in accordance with Sec. 50.302(c). If convened, the committee shall conduct a preliminary review of the project prior to presenting the review to the Town Council for final project approval. Preliminary approval from the Committee does not provide permission to begin construction of the project. Final approval shall be determined by Council in accordance with Sec. 50.302.

### **Sec. 50.302. - Extensions to developed property within town.**

- (a) Except as provided in [50.303](#), the cost of extending water or sewer service to properties within the corporate limits ~~may shall~~ be borne initially by the town. However, the town may recoup its cost, in whole or in part, by charging front footage fees at the time of connection to the water or sewer system or by levying special assessments on benefitted property.
- (b) Except as provided in [50.303](#), water and sewer main extensions to serve properties within the town shall be done by town forces or under a contract let by the town.
- (c) Extensions of water or sanitary sewer service within town to existing development shall be made upon petition as hereinafter described in (c)(1).
  - (1) A petition for extension of water and/or sewer service shall be on a form provided by the town and shall designate by a general description the improvements proposed and shall request that the same be made in conformance with the provisions of this division (c). The petition shall be signed by at least 75 percent in number of the owners, which majority must own at least 75 percent of all lineal feet of frontage of the lands abutting the street or streets or part of the street proposed to be served

by the extension. For purposes of the petition, all owners of undivided interests shall be deemed and treated as one person and such land shall be sufficiently signed for when the petition is signed by the owner or owners of a majority in amount of such undivided interests. Upon the filing of such petition with the town, the Clerk or other person designated by the Town Council shall investigate the sufficiency of the petition, and if found to be sufficient, shall certify the same to the governing body.

a. For purposes of the petition, the word OWNER shall also be considered to mean the owners of any life estate or estate of inheritance but shall not include mortgagees, trustees of a naked trust, trustees under deeds of trust to secure payment of money, or lienholders. An undivided parcel with multiple owners shall not be counted as multiple separate votes. Instead, undivided interests shall count as one person, with each owner of the undivided interest counting towards a fraction of one vote. The number of owners of undivided interests named on the petition must constitute at least 75 percent of the total number of owners of the undivided interest if it is to be counted towards the 75 percent in numbers of owner's threshold requirement. For instance, an undivided property with four owners shall require three of the four owners to sign the petition for the property to be included in the petition as a single vote in favor of extension.

b. Residents seeking signatures for the petition shall determine who must be included in the petition for extensions of service to in-town property by matching their project proposal with existing plans in the Town's Capital Improvement Plan (CIP). Project area is determined by the CIP and any property within 200ft of the project area is required to be named on the petition. Furthermore, parcels on both sides of the street, or streets, or part of the street proposed to be served directly or indirectly by the extension shall be named on the petition and shall increase the total lineal feet of frontage required to meet the 75 percent threshold requirement.

(2) Upon certification of the above with the governing body, the Town shall contract with an engineer to review the project, identify need for the installation of oversized mains and basic sewer facilities described in (g), and estimate the final total cost. The cost of the engineer shall be excluded from the total cost to be shared by the property owners. Following completion of the evaluation, the Town Manager or his designee shall present the findings to Council and provide a recommendation on the feasibility of the requested extension.

(3) When a project is deemed feasible by Council in accordance with Sec. 50.300, staff may be directed to schedule a meeting of the Petition Review Committee pursuant to Sec. 50.301.

(4) Neither the determination that a project is feasible nor preliminary approval from the Petition Review Committee shall constitute permission to begin construction of the project. Final project approval shall be determined at the Council's discretion.

(d) Water mains shall be extended only within the rights-of-way of publicly dedicated and opened streets. Sewer lines shall also be located within the rights-of-way, except where the topography makes this impracticable. However, in no case will sewer lines be extended by the town across private property, unless the town has obtained adequate permanent easements for the lines.

(e) To preserve road surfaces, whenever the town installs water or sewer line extensions in paved streets within the town, (as well as whenever the town paves unpaved streets where water or sewer lines exist), the town may ~~install lateral lines to serve undeveloped as well as developed properties and~~ give the owners of the undeveloped properties the option of paying for the lateral installation at the time the work is done ~~or paying the lateral installation fee that is current at the time of connection.~~ No

connections to town installed lateral lines shall be paid for by the town. Instead, the cost shall be borne by the property owner requesting the connection.

- (f) When an approved water or sanitary sewer extension project has been completed and the total cost thereof has been determined, the Town Council may select any basis of assessment set forth in G.S. 160A-10. The Town Council will have the flexibility to apply whichever assessment basis will most accurately assess land according to the benefit conferred upon it by a project. Any property owner or owners shall have the opportunity to pay his or their proportionate share of the cost of such extensions after the assessment roll is confirmed rather than paying their share in equal annual installments with interest as required by the statute.
- (g) When the town determines that it is advisable to install larger size facilities than are necessary to serve the property requesting such extension, the difference in the cost of the larger size facilities over and above the cost of the facilities required to serve the property requesting such extension shall be paid for by the Town and excluded from the total cost to be shared by the property owners as provided herein.
- (1) Fire hydrants, pumping stations and other system facilities installed for general public use which are expressly identified in the application or agreement approved by the Council shall be paid for by the town and excluded from the total cost to be shared by the property owners as provided herein. All extensions of service and installation of system facilities for public use shall be done in accordance with the Town of Boiling Springs Public Works – Standards Specifications & Construction Details.



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

## LICENSE PLATE READER CAMERAS

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

1. Motion to allow staff to purchase two license plate readers cameras as budgeted
2. Motion to reallocate the budgeted funds elsewhere (*state where*)
3. Motion to table and gather further information

*Staff recommends option 1*

## SUMMARY

During the budget process for this fiscal year, we discussed the purchase of license plate reader cameras to be strategically placed in town. These cameras aid in the identification and apprehension of drivers in a multitude of crimes and incidents. We have included more information on the cameras in the attached pages. The discussion was to originally budget for 4 cameras, and we decided to put funds in the budget for 2 cameras and to evaluate the implementation of those 2 after receiving a demo unit. Each camera is \$2,500 per year which covers the hardware, software, and support.

A unit was placed on S. Main Street, near the traffic light, during the month of November. Several 'hits' were received including 1 stolen car, 3 stolen tags, and 1 vehicle license plate linked to an arrest warrant for a suspect. Notifications were received by BSPD within 8 seconds, and they responded to each alert. The camera logged an average of 14,000 cars/tags within a 15-day period.

Chief Phillips will present information on the cameras (FLOCK brand) at the meeting as well as some statistics and information from the demo period and how it can assist BSPD in the future.

## MATERIALS PROVIDED

- **FLOCK Powerpoint**
- **FLOCK Overview**

# About Flock Safety ALPR

## Privacy and Ethics Factsheet

### How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

### Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

# About Flock Safety ALPR

## Privacy and Ethics Factsheet

### How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

### What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.

# About Automatic License Plate Readers (ALPR)

## The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

## One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

## Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

## ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

### ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

# Why Flock ALPR?

## What we observe: **the current reality**

- Police headcount is on the decline
- Crime is on the rise
- Trust is needed more than ever

## What we believe: **the opportunity**

- Technology multiples the force
- Capture and distribute objective evidence to the right user
- Engage and partner with community for solutions

# How does the tech work?

flock safety

# When you get Flock ALPR you get:

## objective, real-time and investigative leads

- Vehicle Fingerprint™ = license plate plus
- **Indiscriminate evidence** from fixed locations
- Cost effective subscription service, infrastructure free
- No people, no facial recognition, no traffic enforcement



**Plate**  
TX LGS2639



**Last Visit**  
3:15 PM EDT



**Make**  
Toyota



**Seen**  
3 OF 30 DAYS



**Color**  
Gray

## What is this tech?

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

## What ISN'T this tech?

- Not facial recognition
- Not tied to personally identifiable information
- Not used for traffic enforcement
- Data not stored beyond 30 days → *automatically deletes every 30 days*

# How does this technology prevent and eliminate crime?

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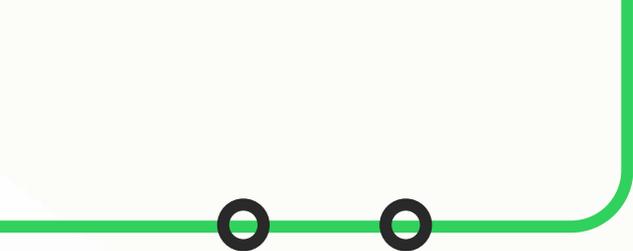
- **Proactive:** Real Time Alerts when Stolen or Wanted Vehicles enter your City
- **Investigative:** As clearance rates increase, crime rates decrease
- Flock cameras act as a deterrent

# Transparency & Accountability

# Protecting Privacy

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)
- All data is stored securely in the AWS Government Cloud, and end to end AES-256 encryption of all data

- Investigative search reason is required for audit trail
- NOT facial recognition software
- NOT predictive policing
- NO personal information is identifiable in Flock
- NOT used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- [Transparency Portal](#)



**It actually solves and prevents  
crime**



## CASE STUDY *Amber Alert*



CPD



Chamblee, Georgia



**Stranger on Stranger Abduction**  
August 28, 2020

# When every second matters, Flock Safety's Machine Vision is Critical

Item 2.

- 12:33 PM ● Amber Alert Issued
- 1:01 PM ● Search Conducted with Flock Safety
- 2:30 PM ● Suspect Vehicle Located
- 5:03 PM ● Felony Stop + Arrest
- 6:00 PM ● Baby Reunited with Mother

## Flock ALPR



Perth Amboy PD



Perth, NJ

- Results with 6 months of Flock Safety
  - 7 stolen vehicle recoveries
  - 3 stolen plate recoveries
  - 8 fictitious recoveries
  - 10 arrests
  - Assisted with 30 separate investigations for SIU
  
- In a NYC subway shooting in April of 2022, Flock Safety cameras captured the U-Haul used by the suspect of the shooting, helping detective establish a timeline and location of the suspect that morning prior to the shooting

Item 2.

Suspect Brooklyn subway shooter  
indicted on two federal counts, including  
terror charge



## Flock ALPR



LaGrange PD



LaGrange, GA

- Detective Duncan was assigned to a homicide investigation.
- To gain a visual of the suspect's vehicle, Detective Duncan compared a witness's general description with a local school's video footage and identified the vehicle.
- Then he able to use Flock Safety Vehicle Fingerprint™ technology to **narrow down a timeline, hone in on the vehicle, and detect the tag.**
- **Flock provided critical evidence** that allowed police to identify a suspect and arrive at their door to make an arrest **less than 12 hours after the crime.**



**“Flock, as opposed to other license plate reading (LPR) systems, doesn’t just look for a license plate; it also has the capability of looking for a type of vehicle, and the search capabilities for that are just amazing,” said Detective Duncan.**

## CASE STUDY: Lexington PD

Item 2.



Lexington PD



Lexington, KY

*In 3 months with 25 Falcons, the Lexington PD had the following outcomes...*

**Total value of recovered vehicles:**

**\$861,025.00**

**Total of Success Stories:**

**98**

**NCIC Stolen Vehicles:**

**57**

**NCIC Warrant:**

**2**

**Investigative:**

**26**

**NCIC Missing Person:**

**4**

**Warrants/Subpoenas Served:**

**55**

**Missing Persons Recovered:**

**11**

**Guns Seized:**

**25**

**# of Charges:**

**246**

**# of Persons Charged:**

**97**



## 2023 PLANNING RETREAT

**Requested Action:** Staff requests feedback on use of a facilitator, location, and time.

## SUMMARY

In 2022, the Town Council held a strategic planning retreat at the Shelby-Cleveland County Airport and used Mr. Chris Aycock as the facilitator. Feedback from the retreat was very positive and resulted in the [Strategic Plan](#) that has helped guide the budget and goals for the last year.

Staff recommends the use of a facilitator at this year's retreat. We've explored several possibilities so far including:

- [The Aycock Group](#) (Chris Aycock, previous facilitator) - \$4,000
- [UNC School of Government](#) - \$3,600
- [Fountain Works](#) - \$5,000

All the options would ask for a meeting or phone call ahead of the retreat to get some initial input (Mr. Aycock attended a Council meeting last year before the retreat). Staff is requesting input on the facilitator for this year. If you have any remarks or changes you'd like to see, please relay those before, during, or after the meeting to Mr. Longino.

Staff would also request input on the location. The airport is available, we can explore Gardner-Webb or another location. We do feel that it's important to meet outside of the Town Hall as the intent of the retreat is to be less formal and open up more discussion.

## MATERIALS PROVIDED

- **None**



## RECOGNITION FOR MR. JERRY HENSLEY

Staff received an outpouring of support and condolences from the community over the passing of Mr. Jerry Hensley. Several ideas were mentioned that would recognize or be a memorial for Mr. Hensley. Furthermore, several people offered to contribute to such a cause.

Therefore, staff wanted to provide the opportunity for Council to consider such an idea. We are happy to take input or explore options and present them next month if Council desires.



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

**REPORTS**

**TOWN MANAGER | JUSTIN LONGINO**

**COUNCILMEMBER TONYA GANTT**

**COUNCILMEMBER TOMMY GREENE**

**COUNCILMEMBER MARTY THOMAS**

**COUNCILMEMBER PATRICK LITTON**

**COUNCILMEMBER CALEB EDWARDS**

**MAYOR DANIEL THOMAS**