



Boiling Springs Town Council

Meeting Agenda Packet
January 7, 2020



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 7, 2020

ROUTINE BUSINESS

- 1. Mayor’s Call to Order
- 2. Recognize Citizens Present & Public Comment
- 3. Minutes from December 3, 2019 Meeting3

REGULAR BUSINESS

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- 8. Budget Ordinance Amendment | #BA200107.124
- 9. Resolution Authorizing Application of ABC Permit and/or Non-Profit Organization Selection for the Webstock Festival | #R20200107.0126

REPORTS

- 10. Council/Manager Reports28
- 11. Adjournment

The Town Council desires all citizens have an opportunity to address the Council in an open and productive manner. Individuals not on the agenda but wishing to speak should register with the Clerk prior to the start of the meeting. During the Public Comment portion of the meeting speakers have three (3) minutes unless otherwise approved by the Council. Groups are urged to appoint a spokesperson. If you require additional time, we ask you be placed on the agenda for the next regularly scheduled meeting of the Council. This policy allows the Council members adequate time to familiarize themselves with an issue.

**Town of Boiling Springs
Town Council
Regular Meeting Minutes
December 3, 2019**

The Boiling Springs Town Council met December 3, 2019 at the Boiling Springs Town Hall. Present were: Mayor Bill Ellis; Councilmembers Tommy Greene, Patrick Litton, Daniel Thomas, and Marty Thomas. Town Attorney John Schweppe, III was also present. Staff members present: Town Manager Lucas Shires, Town Clerk Kimberly Greene, Finance Director Rhonda Allen, Chief Nathan Phillips, Officer Elliott Newton, Public Works Director Mike Gibert, Utilities Supervisor Joe Francis, and Wastewater Plant Supervisor Todd Humphries

Others Present: See Sign-in Sheet

AMENDMENT TO AGENDA

Mayor Ellis requested the agenda be amended to include swearing in Councilmember Daniel Thomas. Councilmember Marty Thomas made the motion to amend the agenda. Councilmember Litton seconded and the vote was unanimous.

AGENDA ITEM II

Recognition of Citizens Present & Public Comment

AGENDA ITEM III

Approval of Minutes

Councilmember Marty Thomas made the motion to approve the minutes of the November 12, 2019 regular meeting. Councilmember Litton seconded and the vote was unanimous.

AGENDA ITEM IV

Swear in Councilmembers

The Clerk administered the oath of office to Councilmember Tommy Greene and Councilmember Daniel Thomas. Congratulations!

AGENDA ITEM V

Council/Manager Reports

Mr. Shires, Town Manager, reported the following:

- The folding machine stopped working and staff came together to hand fold and stuff the utility bills.
- The Public Works Department worked very hard to get the Christmas tree, lights and decorations up in time for the holidays.
- The Christmas Parade was very successful. Mr. Shires thanked the staff.
- The Christmas Tree Lighting Event will be held on Friday, December 6th at 6 p.m. The Community Engagement Committee worked alongside staff to put the event together.

Council Reports

Councilmember Marty Thomas reported the following:

- Councilmember Thomas thanked the staff for their hard work on the Christmas Parade stating it was a great success.
- Excited about the upcoming Christmas Tree Lighting Event.
- Excited about the new businesses in Town and the Town's relationship with Gardner-Webb University.
- Welcomed Councilmember Tommy Greene.
- Looking forward to Councilmember Mary Ruth Dixon also being a part of the Council.

Councilmember Patrick Litton reported the following:

- Councilmember Litton thanked everyone for their hard work on the Christmas Parade.
- Welcomed Councilmember Tommy Greene.

Councilmember Tommy Greene reported the following:

- Councilmember Greene stated he is looking forward to being on the Council.

Councilmember Daniel Thomas reported the following:

- Councilmember Daniel Thomas stated he is excited about where the Town is headed and is pleased with the projects that have been accomplished with Mr. Shires and the staff.

Mayor Bill Ellis reported the following:

- Mayor Ellis stated it is a pleasure being the Mayor of this Town.
- Looking forward to working with the new Councilmembers.
- Thanked the staff for their work on the Christmas Parade.
- Appreciates the staff for all their hard work.
- Looking forward to the Christmas Tree Lighting Event.
- Pleased the Town is continuing to work on its relationship with Gardner-Webb University.
- Appreciates the businesses in Town decorating for Christmas.
- Thanked the Public Works Department for putting up the Town Christmas decorations.

AGENDA ITEM VI

Adjournment

There being no further business, Councilmember Greene made the motion to declare the meeting adjourned at 6:42 p.m. Councilmember Daniel Thomas seconded and the vote was unanimous.

Bill Ellis, Mayor

Kimberly Greene, Town Clerk

DRAFT



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TOWN COUNCIL

AGENDA ITEM 4

JANUARY 7, 2020

SWEAR IN NEW COUNCILMEMBER

Councilmember-elect Mary Ruth Dixon will take the Oath of Office and be sworn in as a member of the Boiling Springs Town Council.

MATERIALS PROVIDED

- Oath of Office



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TOWN OF BOILING SPRINGS | NC

**TOWN OF BOILING SPRINGS,
NORTH CAROLINA**

**OATH OF OFFICE
TOWN COUNCILMEMBER**

I, Mary Ruth Dixon, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States; and the laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a Councilmember of the Town of Boiling Springs, N.C. so help me God.

Mary Ruth Dixon

Subscribed to and sworn before me this
the 7th day of January, 2020.

Kimberly B. Greene, Town Clerk
Notary



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TOWN COUNCIL

AGENDA ITEM 5

JANUARY 7, 2020

APPOINT MAYOR PRO-TEM

The Council will need to appoint a new Mayor Pro-Tem.

MATERIALS PROVIDED



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TOWN OF BOILING SPRINGS | NC

**TOWN OF BOILING SPRINGS,
NORTH CAROLINA**

**OATH OF OFFICE
MAYOR PRO-TEM**

I, _____, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States; and the laws of the North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Mayor Pro-Tem of the Town of Boiling Springs, N.C. so help me God.

Subscribed to and sworn before me this
the 7th day of January, 2020.

Kimberly B. Greene, Town Clerk
Notary



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TOWN COUNCIL

AGENDA ITEM 6.1

JANUARY 7, 2020

APPOINTMENTS TO VARIOUS BOARDS/COMMITTEES: YMCA AGREEMENT COMMITTEE

The purpose of this committee is to review, revise, create and/or dissolve the Agreement with the YMCA. The current agreement ends ending June 30, 2020.

Action needed: Appoint two Councilmembers and the Town Manager to the YMCA Agreement Committee.

MATERIALS PROVIDED

- Cleveland County Family YMCA Recreation Services Agreement

**TOWN OF BOILING SPRINGS AND
CLEVELAND COUNTY FAMILY YMCA
RECREATION SERVICES AGREEMENT**

This agreement by and between the Town of Boiling Springs, a North Carolina municipal corporation, (hereinafter "Town") and the Cleveland County Family YMCA (hereinafter "YMCA"). That for and in consideration of the financial payments and mutual covenants contained herein, and other valuable consideration, the parties hereby agree as follows:

I. PURPOSE

The Town and YMCA are partnering to provide recreation and wellness services to the residents of Boiling Springs. Services provided, in whole or part, in consideration of this agreement shall be administered and made available on an equal basis without regard to race, color, religion, national origin, sex, disability, familial status, or other class protected by federal or state law.

II. DEFINITIONS

Residents - persons who reside within the incorporated limits of the Town of Boiling Springs.

Town Park - the recreation facility located along East Branch Avenue and generally adjacent to Falcon Circle, the Town's public works facility, and the Town Hall at 114 East College Avenue. The park includes all athletic fields and appurtenant structures, picnic shelter, concession stand, restrooms, playground, walkways, trails, parking areas (excluding those at Town Hall), and the park grounds in general.

III. ADMINISTRATION

- (A) The Town Council will designate one member of the Town Council to serve as an ex-officio member of the Ruby C. Hunt YMCA Board of Directors. This appointee will serve as a full voting member.
- (B) The Town Council will appoint a liaison to the Ruby C. Hunt YMCA Little League Board. This appointee will serve as a full voting member.
- (C) The YMCA will provide an operational overview and report to the Town Council at their regularly scheduled meeting in March of each year. This report will include metrics indicating the level to which residents are utilizing the services rendered under this agreement.

- (D) The YMCA will coordinate a meeting each February to monitor and discuss the administration and performance of both parties under this agreement. In addition to other pertinent persons, the Town Manager, YMCA Executive Director, and the Town's appointees to YMCA Board of Directors, and Little League Board must be in attendance.
- (E) The YMCA will provide the Town with copies of their annual financial, statements, audits, and pertinent financial reports.
- (F) Both parties will actively engage in cross promotion of the partnership created by this agreement and the services rendered under this agreement. Generally, this will be achieved through the joint use of logos on promotional materials, uniforms, signage, etc. Both parties should also maintain appropriate website content promoting the relationship between the Town and YMCA.
- (G) YMCA will design and publish a promotional menu of the programs available through this agreement at least twice a year. Electronic and print copies will be provided to the Town and distributed through appropriate avenues of community dissemination.

IV. FACILITIES

(A) JOINT USE

Both the Town and YMCA have substantial investment in recreation facilities in the community. While maintaining independent ownership and operational control of such assets, the YMCA and Town's partnership requires that all such facilities be jointly used to render recreation services to the residents of Boiling Springs.

(B) TOWN PARK MAINTENANCE

The Town will maintain responsibility for renovations and major repairs. Renovations and repairs will generally be tasks that requires specialized skills or licenses and are performed at intervals greater than one year. Common renovations and repairs might include but not be limited to: painting, roofing, replacement of plumbing fixtures, and replacing park fixtures like trash receptacles and benches. The Town will pay the utilities for all Town owned facilities.

The YMCA will assume general maintenance and upkeep responsibilities for the Town Park including the athletic fields and appurtenant structures, picnic shelter, concession stand, restrooms, playground, walkways, trails, parking areas, and the park grounds in general. The YMCA will provide year round janitorial upkeep, litter pickup, and general non-specialized maintenance of the Town Park including landscaping and grounds maintenance. These services will be adjusted to account for seasonal fluctuations, park visitors, and scheduled activities. In consideration of general park visitors, the park should be restored to a normal condition after any scheduled athletic activities including practices, games, and similar events.

V. RECREATION SERVICES

(A) In consideration of this agreement, the YMCA will generally develop and implement the following recreation services and programming for Town residents:

1. 10% discount off YMCA membership dues for residents.
2. Participation in athletic leagues, programming, and other activities will be available to residents at the same rates offered to YMCA members.
3. Spaces and facilities rentable for birthday parties and private gatherings subject to reasonable operating rules and restrictions will be available to residents at the same rates offered to YMCA members.
4. YMCA will host two free pool days for residents between Memorial Day and Labor Day and make pool facilities available to residents and their guests for a reasonable daily fee.
5. YMCA will partner with local schools to make swimming and pool safety programming available to elementary school students at no cost.
6. YMCA will make available fitness and wellness programs targeted specifically at seniors to residents at the same rates available to YMCA members.
7. YMCA will administer sports leagues including but not limited to:
 - i. T-ball
 - ii. Little League Baseball
 - iii. Basketball
 - iv. Soccer

(B) Some services rendered under this agreement require participants to pay participation, registration, enrollment, and similar fees to the YMCA. Such fees will be remitted to the YMCA. Generally, the YMCA will charge residents the same fees as YMCA members. All such fees collected in connection with the services rendered under this agreement will be informed by similar fees for similar activities and services in our region and be subject to review by the Town.

VI. PAYMENT FOR SERVICES

The Town will pay an annual service fee to the YMCA for the services provided through this agreement. During the first year, the Town will pay \$57,000 in consideration of this agreement.

On July 1st of each year of the term of this agreement, the payment shall adjust. The annual adjustment shall be based on the prior annual January -to- December calendar year percent change in the Consumer Price Index of all urban consumers for the southern region as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall have a 1.5% floor and 5% ceiling in any given year.

Payments will be made each quarter. The YMCA will invoice the Town for the appropriate amount at the beginning of September, December, March, and June and the Town will remit payments by the last day.

VII. TERM

This agreement shall have an initial three year term commencing on July 1, 2017 and ending on June 30, 2020. Each year of the agreement shall consist of a twelve month period between the first day in July and last day in June. As of the Commencement Date, all prior agreements between the Town and the YMCA shall terminate and be superseded by this Agreement.

After the initial term, either party may terminate the Agreement by giving written notice of intent to terminate at least twelve (12) months in advanced of the agreement termination date selected by the terminating party. That Agreement termination date shall be specified in the written notice, and the agreement shall terminate on that date.

After the initial term and without either party providing a notice of intent to terminate, this agreement shall automatically renew each year.

If either party materially breaches the terms of this agreement, the non-breaching party may determine a termination date for the agreement and provide written notice of termination at least sixty (60) days in advance of the determined termination date. The non-breaching party may, but need not, allow the breaching party to cure the breach rather than terminate the agreement.

Any termination of this Agreement, by whatever means, shall not relieve any party from any responsibilities or liabilities which may have arisen under this Agreement during its term.

This document contains the entire Agreement between the YMCA and the Town and may be amended only by a written instrument which is dated and signed by both parties. This Agreement shall supersede any other Agreements currently between the two parties.

CLEVELAND COUNTY FAMILY YMCA

Camryn Corde

Chief Executive Officer

Date: 8/29/17

Rapheal Jr

Chief Volunteer Officer

Date: 6/29/17

TOWN OF BOILING SPRINGS

Max J. Hamrick

Mayor Max J. Hamrick

Date: June 29, 2017

Kim Greene

Town Clerk Kim Greene

Date: June 29, 2017

[SEAL]





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TOWN COUNCIL

AGENDA ITEM 6.2

JANUARY 7, 2020

APPOINTMENTS TO VARIOUS BOARDS/COMMITTEES: LATTIMORE SEWER AGREEMENT COMMITTEE

The purpose of this committee is to review, revise, create and/or dissolve the Agreement with the Town of Lattimore. The agreement with Lattimore ended in FY 18/19 and we currently have an Interim Agreement for the FY 19/20.

Action needed: Appoint two Councilmembers and the Town Manager to the Lattimore Sewer Agreement Committee.

MATERIALS PROVIDED

- Interim Lattimore Sewer Agreement

NORTH CAROLINA

**WASTEWATER COLLECTION AND
TREATMENT INTERIM AGREEMENT**

CLEVELAND COUNTY

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, similarly 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 Motion 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, the existing Agreement between the Town of Boiling Springs and the Town of Lattimore, per the terms of the Agreement, expires on the 15 day of March 2019.

WHEREAS, by a Motion duly approved and enacted by the unanimous vote of the Town of Boiling Springs Town Council on the 5 day of March 2019, Resolution R190305.03, the Town of Boiling Springs desires to amend the terms of the existing agreement in the form of an Interim Agreement to become effective no later than the 8 day of April 2019.

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

I. Construction of System Improvements

1. The Town of Lattimore will be solely responsible for the design, installation and startup of any improvements to the existing system.
2. Representatives of the Town of Boiling Springs shall have input into the engineering plans and specifications.
3. The Town of Lattimore will be responsible for acquiring all necessary easements and/or rights of way for improvements to the system.
4. 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.
5. Representatives of the Town of Boiling Springs will be included in system improvements.

6. The Town of Lattimore shall bear the cost of any necessary upgrade 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 be the owner of the wastewater collection system which falls within the corporate limits of the Town of Lattimore, and which falls outside the corporate limits of Lattimore, but outside the corporate limits of the Town of Boiling Springs. Since the Town of Lattimore will own the system, they 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

1. 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.
2. 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.
3. 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 and the Town of Boiling Springs shall bear no responsibility to the Town of Lattimore or to other parties for any such spill or violation under any circumstances.
4. 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.
5. All wastewater generated from the Town of Lattimore must be in compliance with the Town of Boiling Springs Sewer Ordinance.
6. The Town of Lattimore will adopt the Town of Boiling Springs' current Sewer Use Ordinance (and as amended) and authorize the Town of Boiling Springs to enforce the provisions on its behalf.

IV. Tap Fees

1. Required tap fees will be will be paid to the Town of Boiling Springs in accordance with the Town of Boiling Springs policies.
2. 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.
3. All customers not connected to the Town of Lattimore Sewer System must be connected to a public water supply provider in order to be served by the system.

V. Service and Billing

1. The Town of Boiling Springs will handle service agreements and the billing directly with all customers in accordance with the Town of Boiling Springs policies.
2. All new customers must make application for service on forms provided by the Town of Boiling Springs.
3. Customers with water meters will pay the Outside Sewer Rate per the Town of Boiling Springs' Schedule of Fees and Charges beginning the 1 day of July 2019.
4. Customers with wells shall not be allowed to connect to the system until a connection is made to a public water supply system.
5. Those residents within Lattimore who have access to the sewer system via a lateral installed during construction of the system (as funded by the Rural Center grant) will be required to either connect to the system or will be charged the minimum Outside Sewer Rate under the Town of Boiling Springs' Schedule of Fees and Charges beginning the 1 day of July 2019. The Town of Lattimore shall take action as requested by the Town of Boiling Springs to enforce payment of the minimum rate for those residents who have access to the system but have not connected to the system.
6. 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 Lattimore will coordinate with the Cleveland County Building Inspections Department to enforce this requirement.
7. Delinquent accounts and other billing matters will be handled in accordance with Boiling Springs Town policy.
8. The Town of Lattimore will provide the Town of Boiling Springs with a detailed listing of properties (owner name, address, tax map ID) which have laterals installed and provide an accompanying map showing all lateral locations. This map will also identify which customers are connected to the public water supply and which are served by wells.

VI. Terms of the Interim Agreement

1. This Interim Agreement shall extend for a term no longer than fifteen (15) 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 the first anniversary of the beginning of said term, the parties shall mutually conduct a review of the implementation of this Interim Agreement for the period from the date of the beginning of the term to the time of such review.
2. Upon completion of the aforementioned review, both parties shall mutually agree upon a three (3) year Agreement which shall become effective no later than the 1 day of July 2020. All negotiations shall be completed no later than the 8 day of June 2020.
3. This Interim Agreement may not be terminated at any time by either party.

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 constitute an original.

THE TOWN OF BOILING SPRINGS

Bill Ellis
Bill Ellis, Mayor

Lucas A. Shires
Lucas A. Shires, Town Manager

THE TOWN OF LATTIMORE

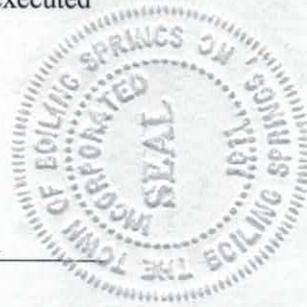
Alton Beal
Alton Beal, Mayor

ATTEST:

Kim Greene
Kim Greene, Town Clerk

ATTEST:

Carolyn Wince
Carolyn Wince, Town Clerk





Town of Boiling Springs

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TOWN COUNCIL AGENDA ITEM 6.3

JANUARY 7, 2020

APPOINTMENTS TO VARIOUS BOARDS/COMMITTEES: BOILING SPRINGS FIRE & RESCUE BOARD OF DIRECTORS

Appoint a new member to the Boiling Springs Fire & Rescue Board of Directors Board to replace former Councilmember James Beason.

SUMMARY

Action needed: Motion to appoint new member.

MATERIALS PROVIDED

- None



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TOWN COUNCIL

AGENDA ITEM 6.4

JANUARY 7, 2020

APPOINTMENTS TO VARIOUS BOARDS/COMMITTEES: GASTON-CLEVELAND-LINCOLN MPO (METROPOLITAN PLANNING ORGANIZATION)

Appoint a new member to GCL MPO Board to replace former Councilmember Cliff Hamrick.

The MPO Board meets the fourth Thursday of every other month at 6:30 p.m. at the Gastonia Police Department Community Room.

SUMMARY

Action needed: Motion to appoint new member to the GCLMPO Board.

MATERIALS PROVIDED

- GCLMPO Board Bylaws (under separate cover).



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TOWN COUNCIL

AGENDA ITEM 7

JANUARY 7, 2020

BOARD OF PLANNING AND ADJUSTMENT APPOINTMENT

Consider appointment to the Board of Planning and Adjustment to fill a vacancy due to the resignation of Seth Phillips (Inside Member). His term ends 06/30/20.

SUMMARY

Action needed:

MATERIALS PROVIDED

- Board of Planning and Adjustment Roster



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2020 Board of Planning and Adjustment

MEMBER	TERM	STATUS	ORIGINAL APPT.
Vacant	07/01/17 to 06/30/20	Inside	
Wayne Johnson Chair BOA	07/01/16 to 06/30/19	Inside	08/02/2016
J.T. Scruggs BOA	07/01/18 to 06/30/21	Inside	07/01/2009
Ellen Humphries Vice-Chair BOA	07/01/18 to 06/30/21	Inside	03/03/2015
Chris Martin	07/01/17 to 06/30/20	Inside	07/01/2017
Bill Daves BOA	07/01/17 to 06/30/20	Inside	08/02/2016
Alan McWhirter	07/01/16 to 06/30/19	Inside	08/02/2016
Buster Bryson	07/01/18 to 06/30/21	ETJ	07/07/2015
Pat Hamrick BOA	07/01/16 to 06/30/19	ETJ	07/07/2015



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TOWN COUNCIL

AGENDA ITEM 8

JANUARY 7, 2020

BUDGET ORDINANCE AMENDMENT

The Budget Ordinance Amendment is necessary to update the FY 2019-2020 Budget to make certain changes in the Town's Budget for Alcohol Beverage Taxes.

Action needed: Motion to approve Budget Ordinance Amendment.

MATERIALS PROVIDED

- Budget Ordinance Amendment #BA200107.1

TOWN OF BOILING SPRINGS
BUDGET ORDINANCE AMENDMENT #BA200107.1

WHEREAS, the Town Council of the Town of Boiling Springs adopted a budget ordinance on June 25, 2019 which established revenues and authorized expenditures for fiscal year 2019-2020; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town's budget for Alcohol Beverage Taxes;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Boiling Springs that the budget ordinance as adopted on June 25, 2019 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
	Beer and wine taxes	<u>Increase</u> <u>\$ 25,000</u>
<u>Section 2.</u>	Expenditures	
	GF Administration-capital outlay	<u>Increase</u> \$ 12,000
	GF Administration-repairs & maintenance-building	3,000
	GF Recreation-repairs & maintenance-building	<u>10,000</u>
	Total	<u>\$ 25,000</u>

This the 7th day of January 2020.

Bill Ellis, Mayor

ATTEST:

Kim Greene, Town Clerk



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TOWN COUNCIL

AGENDA ITEM 9

JANUARY 7, 2020

RESOLUTION AUTHORIZING APPLICATION OF ABC PERMIT AND/OR NON-PROFIT ORGANIZATION SELECTION FOR THE WEBBSTOCK FESTIVAL

The Webbstock Festival will be held in the Spring of 2020. There have been discussions between staff and Town Council members about alcohol at the event. If alcohol is desired at the event there are 3 options for consideration.

- (1) Alcohol can be served by the Town where admission is charged. The event is intended to be free.
- (2) The Town may apply for a Special One-time Permit and invite wineries/breweries that hold a Winery Special Events Permit or a Brewery Special Event Permit that allows them to do tastings at festivals and sell their product.
- (3) Select a Non-profit Organization that is willing to sell alcohol for fund raising purposes to operate a beer and/or wine garden.

Action needed: (1) Motion to decide on method of distributing alcohol at the Webbstock Festival.

- (2) Motion to approve Resolution #R2020107.01.

MATERIALS PROVIDED

- Resolution #R20200107.01



The Crossroads of Opportunity

TOWN OF BOILING SPRINGS | NC

RESOLUTION #R20200107.01 AUTHORIZING APPLICATION OF ABC PERMIT AND/OR NON-PROFIT ORGANIZATION SELECTION FOR THE WEBBSTOCK FESTIVAL

WHEREAS, the Town of Boiling Springs plans to hold the Webbstock Festival in the Spring of 2020 in conjunction with Gardner-Webb University, and;

WHEREAS, Gardner-Webb University desires the Town of Boiling Springs to handle any and all alcohol-related items pertaining to the event.

WHEREAS, the Town has been notified by the NC Alcoholic Beverage Control Commission that a local unit of government cannot directly sell alcohol, but can serve alcohol at an event where admission is charged. Another option, if the Town does not wish to serve alcohol, would be for the Town to apply for the Special One Time Permit and invite wineries/breweries that hold a Winery Special Events Permit or a Brewery Special Event Permit that allows them to do tastings at festivals and sell their product. The third option would be to select a Non-profit Organization that is willing to sell alcohol for fund raising purposes to operate a beer and/or wine garden.

NOW, THEREFORE, BE IT RESOLVED by the Boiling Springs Town Council hereby authorizes the Town Manager to obtain any necessary permits as required by the NC Alcoholic Beverage Control Commission to allow malt beverages and wine to be sold and/or served at the Webbstock Festival and/or select an appropriate Non-profit Organization if this option is selected by Council motion.

Adopted this the 7th day of January, 2020.

Bill Ellis, Mayor

ATTEST:

Kim Greene, Town Clerk



Town of Boiling Springs

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**TOWN COUNCIL MEETING
COUNCIL/MANAGER REPORTS**

JANUARY 7, 2020

TOWN MANAGER | LUCAS SHIRES

TOWN ATTORNEY | JOHN SCHWEPPE III

COUNCILMEMBER MARTY THOMAS

COUNCILMEMBER PATRICK LITTON

COUNCILMEMBER TOMMY GREENE

COUNCILMEMBER MARY RUTH DIXON

COUNCILMEMBER DANIEL THOMAS

MAYOR BILL ELLIS