



Boiling Springs Town Council

Meeting Agenda Packet
October 6, 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 OCTOBER 6, 2020

ROUTINE BUSINESS

- 1. Mayor’s Call to Order
- 2. Recognize Citizens Present & Public Comment
- 3. Minutes from the September 1, 2020 Meeting3

REGULAR BUSINESS

- 4. Public Hearing 6
- 5. Rezoning Request | Parcels No. 52227 & 63446 7
- 6. Consider Gardner-Webb University Lease Agreement | Gymnasium 26
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- 10. Capital Project Amendment | #CP 201006.1 61
- 11. Appointments 63

REPORTS

- 12. Council/Manager Reports 66
- 13. 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
September 1, 2020**

The Boiling Springs Town Council met September 1, 2020 at the Boiling Springs Town Hall. Present were: Mayor Bill Ellis and Councilmembers Mary Ruth Dixon, Patrick Litton, Tommy Greene, Daniel Thomas and Marty Thomas. Town Attorney John Schweppe, III was also present. Staff members present: Town Manager Lucas Shires, Town Clerk Kim Greene, Finance Director Rhonda Allen, Administrative Assistant Shannon Shytle, Public Works Director Mike Gibert, Police Chief Nathan Phillips, and Officer Austin Reulecke.

Others Present: See Sign-In Sheet

AGENDA ITEM II

Recognition of Citizens Present & Public Comment

AGENDA ITEM III

Approval of Minutes

Councilmember Greene made the motion to approve the minutes of the August 4, 2020 regular meeting. Councilmember Daniel Thomas seconded and the vote was unanimous.

AGENDA ITEM IV

Town Logo | Presentation

Mr. Shires introduced Megan Pope, the owner of Pope Marketing & Events, who joined the meeting electronically. Ms. Pope worked with the Community Engagement Committee and Mr. Shires to create a new logo along with the slogan *One Town • One University • One Community*. The Welcome signs will also be replaced once a design is selected. Council requested additional designs for consideration.

AGENDA ITEM V

Rezoning Request | Parcel No. 49318 (portion of)

This item was tabled at the August 4, 2020 meeting of the Town Council. The petitioner has since withdrawn the application to rezone. The property will remain zoned R-20 and in the Town's ETJ.

AGENDA ITEM VI

Amend Chapter 74: Regulation of Golf Carts on Public Streets | Ordinance #020200901.01

Mayor Ellis stated there were citizens present last month who spoke about allowing golf carts on public streets in Town. The amendment to the Golf Cart Ordinance clarifies and cleans up 10-year-old language. Mr. Shires and Chief Phillips do not recommend allowing golf carts on DOT roads.

Mayor Ellis recognized the following citizens:

Tom Bates, 112 Wichita Drive, stated the proposed amendments do not make Boiling Springs a more golf cart friendly town. He stated the ordinance has become more constricting and according to the amendment he will not be able to ride his golf cart to other neighborhoods. Mr. Bates requested the Council allow golf carts on 35 mph roads and make it a golf cart friendly community. He asked that the Council table this issue to discuss it further.

Phillips Glover, 125 Chickasaw Drive, stated he reviewed the proposed amendment and was hoping to have the opportunity to drive his golf cart on Skinner Road and Homestead Avenue but understands that safety is a big concern. Mr. Glover stated riding on golf carts has been really great during the COVID-19 lockdown. Mr. Glover stated there are horse and buggy warning signs posted in the upper part of the Cleveland County. He asked if horse drawn carriages can ride on DOT roads shouldn't golf carts also be allowed.

Casey Allison, owner of Allison Golf Carts, stated he has seen different requirements for golf carts in nearby towns. Spindale and Forest City allow people to use golf carts for short term travel. Mr. Allison stated golf carts have break lights and turn signals for safety. He reported on record breaking golf cart sales since the COVID-19 lockdown.

Councilmember Greene stated he asked several people if they felt golf carts should be allowed on the streets in Town. Some agreed and some did not. Some felt it would add to the charm of the Town.

Councilmember Marty Thomas asked about the number of golf cart permits that have been issued. Chief Phillips reported when the COVID-19 Pandemic lockdown began, less than ten golf cart permit requests were received. Mr. Shires stated a public service announcement was posted on social media. *PSA: The Town recognizes that the weather is nice and folks are looking for things to do. We have noticed an increase in golf cart activity around Town. To operate a golf cart on Town streets, the owner must possess liability insurance, drivers must be 18 years of age and possess a valid driver's license, and a Town permit must be displayed at all times. Please review the Ordinances and call Town Hall for permitting inquiries. We appreciate your cooperation.* The current Golf Cart Ordinance was also posted. While the pandemic lockdown increased stress and anxiety for many people, golf cart use in neighborhoods increased allowing people to socialize and still social distance. The Chief reported most street legal LSV's (low speed vehicles) are safer than golf carts but even they do not meet the safety standards of a passenger vehicle. He is worried a vehicle may not be able to stop in time before hitting a golf cart. The Police Department writes speeding tickets daily for drivers going 55+ mph on the main thoroughfares in Town.

Councilmember Greene stated he understood the Chief's concerns but would also like to find a way to enable residents to access other streets. Chief Phillips stated the N.C. General Statutes allow golf carts to cross a street. Mr. Shires reported connectivity is a big issue and most of the Town's subdivisions are dead ends. Connecting our subdivisions could potentially allow golf carts more area to travel. Councilmember Greene stated he would like to further review the ordinance and possibly form a committee to try to meet the needs of the citizens.

The Mayor recognized Talmadge Turner of Turner Trucking. Mr. Turner stated their employees use golf carts every day to travel from the dock area on East College Avenue to take their paperwork to the office. They ride on the sidewalk and through the front parking lot of the Town Hall.

Councilmember Marty Thomas made the motion to table this item for further study. Councilmember Greene seconded and the motion was unanimous.

AGENDA ITEM VII

Amend FY 2020-21 Position Classification & Pay Plan | Resolution #R20200901.01

Mr. Shires requested the following change be made to the Position Classification and Pay Plan:

Position Added

Grade 16 Deputy Town Clerk

Councilmember Greene made the motion to approve Resolution #R20200901.01 amending the Pay Classification Plan. Councilmember Daniel Thomas seconded and the vote was unanimous. A copy of the resolution is hereby incorporated into and made a part of the minutes of the meeting.

AGENDA ITEM VIII

4th Quarter Financials

Rhonda Allen reviewed the 4th quarter financials. They discussed the impact of COVID-19 on the budget. Sales tax revenue and water revenue are down. No action was necessary.

AGENDA ITEM IX

Council/Manager Reports

Mr. Shires, Town Manager, reported the following:

- O'Reilly Auto Parts commended the employees in the Public Works Department.
- Working on the old Town Hall gymnasium lease renewal.
- Commended the Police Department for its handling of the protest.
- Plans to schedule a Lattimore Sewer Agreement Committee meeting after the master sewer meter is installed.
- Personally, thinks golf carts are amazing but is struggling with the possibility that someone could really get hurt if allowed to ride on 35 mph roads.
- Rooster's Bar and Grill is making progress.
- A new bakery is coming to Town.

Council Reports

Councilmember Tommy Greene reported the following:

- The Council nominated Councilmember Dixon to serve on the Cleveland County YMCA Board of Directors. We are waiting for a response from the YMCA Nominating Committee.
- Thanked the Sanitation Department for their prompt limb and leaf collection.

Councilmember Mary Ruth Dixon reported the following:

- Thanked Mr. Shires and staff.

Councilmember Marty Thomas reported the following:

- Excited about the growth in Town.
- Glad Mr. Shires and Gardner-Webb University are talking about the old Town Hall building.
- Asked about opening the Town Hall to the public.
- A golf cart committee may be beneficial.

Councilmember Daniel Thomas reported the following:

- Early voting will be held at the Town Hall and Election Day voting at Boiling Springs Baptist Church.
- Pleased with the respectful growth in Town.
- Pleased to have the Cruize Thru convenience store and excited about the new car wash that is being built.
- Appreciates the way GWU students calmly protested.
- Mr. Shires is a fierce advocate for Boiling Springs.
- Commended Mr. Shires and staff.

Councilmember Patrick Litton reported the following:

- Inquired about the speed limit on Skinner Road. Chief Phillips stated the Town posted 35 mph speed limit signs after it was reported last month.

Mayor Bill Ellis reported the following:

- Proud to live in Boiling Springs.
- Commended Chief Phillips on handling the protests.
- The Town is ready to expand due to Mr. Shires' guidance.
- Appreciates the staff.
- Recognized Aaron Hinton with Gardner-Webb University.

Adjournment

There being no further business, Councilmember Dixon made the motion to declare the meeting adjourned at 8:04 p.m. Councilmember Litton seconded and the vote was unanimous.

Bill Ellis, Mayor

Kim Greene, Town Clerk



Town of Boiling Springs

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TOWN COUNCIL

AGENDA ITEM 4

OCTOBER 6, 2020

PUBLIC HEARING | ZONING MAP AMENDMENT PETITION

The Town has received a petition for a zoning map amendment (rezoning request) for Parcel #63446 located on E. Homestead Avenue. The petitioner has requested the zoning be changed from B-1 (Business District) to M-1 CUD (Manufacturing District) to construct a mini-warehouse facility. The property owner also owns the adjacent parcel to the west (Parcel #52227) on E. Homestead Ave. The parcel is also zoned B-1 and currently has a mini-warehouse facility on the property, similar to the proposed facility. Staff recommends that this property also be rezoned to M-1 CUD as well to bring the property into compliance. State law requires a public hearing prior to any zoning map amendments.

Please See Agenda Item 5 for additional information and materials.

SUMMARY

Motion needed: Motion to open and close public hearing.

MATERIALS PROVIDED

- See Agenda Item 5



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TOWN COUNCIL

AGENDA ITEM 5

OCTOBER 6, 2020

REZONING REQUEST | PARCEL #63446 & 52227 (LOCATED ON E. HOMESTEAD AVENUE)

Applicant, Benjamin Smith, has requested Parcel #63446 located on E. Homestead Avenue be rezoned from B-1 (Business District) to M-1 CUD (Manufacturing District) with the intent to construct a mini-warehouse. The parcel contains approximately 0.74 acres. The property owner also owns the adjacent parcel to the west (parcel #52227) on E. Homestead Ave. The parcel is also zoned B-1 and currently has a mini-warehouse facility on the property, similar to the proposed facility. Staff recommends that this property also be rezoned to M-1 CUD as well to bring the property into compliance.

Staff recommends the rezoning of the property and issuance of the Conditional Use Permit with the following conditions:

- Should the use of the property on parcel #63446 expand in a northerly direction and a building be located within 50 feet of the residentially zoned property, the appropriate screening devices shall be installed per Section 151.140 of the Town's Code of Ordinances.
- Both properties (parcel #63446 and parcel #52227) shall only be used for "mini-warehouse" use allowed in the M-1. Upon expiration of the "mini-warehouse" use, the Town will take action to rezone the property back to the B-1 Zoning Classification.

Primary factors to consider when making a zoning decision are generally the potential land use impacts on the landowner, the neighbors, and the public. Other factors, such as the suitability of the site for the proposed use, impacts on traffic, the environment, neighborhood character, utilities, school, and the like, are also reasonable and appropriate to consider. Consistency with applicable plans and policies is also important, but the provisions in plans are not binding. Neither are past decisions; consideration of how similar proposals have been dealt with in the past can play a role, but each proposal must be examined on its own merits.

SUMMARY

Motion needed: Motion to approve/deny the rezoning request and issue a Conditional Use Permit.
Motion to adopt a Certified Statement.

MATERIALS PROVIDED

- Map Amendment Petition
- Conditional Use Permit Application
- Staff Report
- Notice of Public Hearing
- Letter to Adjacent Properties
- Aerial Map of Area
- Zoning Map of Area
- Site Plan
- Board of Planning and Adjustment Certified Recommendation
- Conditional Use Permit

PAID 8/27/2020
CK # 2122 \$ 350.00
ew



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ZONING MAP AMENDMENT PETITION

GENERAL INFORMATION

This form is used to request a change to the zoning classification of a particular parcel on the Town's official Zoning Map. This process is often referred to as a rezoning. A consultation with planning and zoning staff is recommended prior to submitting this form.

- \$260 fee required to process Zoning Map Amendment Petitions
- Signature required on Page 2
- Zoning Map Amendments are considered by the Board of Planning & Adjustment and Town Council
- Town will give official Public Notice and hold a Public Hearing

SUBJECT PROPERTY			
Physical Address: E. Homestead Avenue			
Land Area: 74 acres	Parcel No: 5227/63446	PIN: 2506403716	
Tax Map: BS14	Blk: 2	Lot: 58	
Deed Book: 1731	Page: 0961		

PROPERTY OWNER	
Property Owner(s): Smith Land & Timber, LLC	
Owner Mailing Address: 321 Whitaker Road, Shelby, NC 28152	
Owner Telephone: 704-418-0436	Owner Email: bennycoldwell@bunker@gmail.com

APPLICANT	
Applicant Name: Benjamin T. Smith	
Applicant Mailing Address: 321 Whitaker Road, Shelby, NC 28152	
Applicant Telephone: 704-418-0436	Applicant Email: bennycoldwell@bunker@gmail.com
Applicant Relation to Property: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Legal Representative of Owner <input type="checkbox"/> Other	

ZONING MAP AMENDMENT REQUESTED

Current Zoning Classification: B1 Commercial
Current Classification on Future Land Use Map: B1-Commercial

REQUESTED CLASSIFICATION ON ZONING MAP: M1-CUD

PETITIONER COMMENTS:

I would like to re-zone this property to be able to add a self storage building to match the adjacent storage buildings I own.

OWNER/APPLICANT SIGNATURES

Owner Signature: Benjamin T. Smith Date: 8/25/2020

Print Name: Benjamin T. Smith

Applicant Signature: Benjamin T. Smith Date: 8/25/2020

Print Name: Benjamin T. Smith

*Petitions not made by or on behalf of the property owner require owner notification in accordance with state law.



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CONDITIONAL USE PERMIT APPLICATION

GENERAL INFORMATION

This form is used to request a Conditional Use Permit within the Town of Boiling Springs. A consultation with planning and zoning staff is recommended prior to submitting this form.

- \$350 fee required to process Conditional Use Permit Applications
- Signatures required on Page 2
- Conditional Use Permits are considered by the Board of Adjustment
- Town will give official Public Notice and hold a Public Hearing
- Additional information required:
 - One (1) copy of the legal description attached to the application.
 - Two (2) copies of a site plan and/or survey, whichever is required, no larger than 24" by 36" and drawn to scale, sealed by a registered engineer, architect, landscape architect, or surveyor licensed to practice in the State of North Carolina that shows the following:
 - All property lines with dimensions.
 - Distances of lot from the nearest intersection (if required by the Zoning Administrator).
 - Existing location(s) of building(s) on lot.
 - Adjoining street(s) with right-of-way and pavement widths.
 - Zoning classification of all adjoining properties including properties on the opposite side of any street, railroad, road, or highway from the subject property.
 - One (1) copy of all adjoining property owner information (name, address, and tax parcel identification number), as shown on the current records of the Cleveland County Tax Assessor's Office, within one hundred feet (100') of any portion of the subject property.
 - One (1) copy or PDF version, at 8.5" x 11", of the site plan and/or survey, adjoining property owner information, and any additional information submitted for the review process.

SUBJECT PROPERTY			
Physical Address: <u>Homestead BS</u> <u>E. College Avenue</u>			
Land Area: <u>.74 acres</u>	Parcel No: <u>5227/63446</u>	PIN: <u>2506403716</u>	
Tax Map: <u>BS14</u>	Blk: <u>2</u>	Lot: <u>58</u>	
Deed Book: <u>1731</u>	Page: <u>0861</u>		

PROPERTY OWNER	
Property Owner(s): <u>Smith Land & Timber, LLC</u>	
Owner Mailing Address: <u>321 Whitaker Road, Shelby, NC 28152</u>	
Owner Telephone: <u>704-418-0436</u>	Owner Email: <u>bennycoldwellbarker@gmail.com</u>

APPLICANT	
Applicant Name: <u>Benjamin T. Smith</u>	
Applicant Mailing Address: <u>321 Whitaker Road, Shelby, NC 28152</u>	
Applicant Telephone: <u>704-418-0436</u>	Applicant Email: <u>bennycoldwellbarker@gmail.com</u>
Applicant Relation to Property: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Legal Representative of Owner <input type="checkbox"/> Other	



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- Additional information required:
 - One (1) copy of the legal description attached to the application.
 - Two (2) copies of a site plan and/or survey, whichever is required, no larger than 24" by 36" and drawn to scale, sealed by a registered engineer, architect, landscape architect, or surveyor licensed to practice in the State of North Carolina that shows the following:
 - All property lines with dimensions.
 - Distances of lot from the nearest intersection (if required by the Zoning Administrator).
 - Existing location(s) of building(s) on lot.
 - Adjoining street(s) with right-of-way and pavement widths.
 - Zoning classification of all adjoining properties including properties on the opposite side of any street, railroad, road, or highway from the subject property.
 - One (1) copy of all adjoining property owner information (name, address, and tax parcel identification number), as shown on the current records of the Cleveland County Tax Assessor's Office, within one hundred feet (100') of any portion of the subject property.
 - One (1) copy or PDF version, at 8.5" x 11", of the site plan and/or survey, adjoining property owner information, and any additional information submitted for the review process.

SUBJECT PROPERTY		
Physical Address:	E. Homestead Avenue	
Land Area: 5.6 acres / 1.74 acres	Parcel No:	PIN: 2506402637/2506403716
Tax Map: BS 14	Blk: 2	Lot: 50, 58
Deed Book: 1694 1731	Page: 0850, 0961	

PROPERTY OWNER	
Property Owner(s):	Smith Land & Timber, LLC
Owner Mailing Address:	321 Whitaker Road, Shelby, NC 28152
Owner Telephone: 704-418-0436	Owner Email: bennycaldwellbanker@gmail.com

APPLICANT	
Applicant Name:	Benjamin T. Smith
Applicant Mailing Address:	321 Whitaker Road, Shelby, NC 28152
Applicant Telephone: 704-418-0436	Applicant Email: bennycaldwellbanker@gmail.com
Applicant Relation to Property:	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Legal Representative of Owner <input type="checkbox"/> Other

CONDITIONAL USE PERMIT REQUESTED

Current Zoning Classification: B1-Commercial
Current Classification on Future Land Use Map: B1-Commercial

DESCRIPTION OF THE PROPOSED USE / DEVELOPMENT:

Construction of an additional self storage building adjacent to existing storage buildings. The new building will match existing buildings in structure and color. I also request that setbacks be changed to match existing buildings.

FINDINGS INFORMATION (FOR YOUR KNOWLEDGE)

Conditional Use Permit approval require the Board of Adjustment to make certain findings of fact relative to the proposal (listed below). It shall be the responsibility of the applicant to ensure that the proposed use / development meets these findings. Additional information supporting the Conditional Use Application shall be the responsibility of the petitioner.

- The use will not materially endanger the public health or safety, AND
- The use will not substantially injure the value of adjoining or abutting property, AND
- The use will be in harmony with the area in which it is to be located, AND
- The use will be in general conformity with the Future Land Use Plan and any other plans officially adopted by Town Council.

OWNER / APPLICANT SIGNATURES

Owner Signature: Benjamin T. Smith Date: 8/25/2020

Print Name: Benjamin T. Smith

Applicant Signature: Benjamin T. Smith Date: 8/25/2020

Print Name: Benjamin T. Smith

*Applications not submitted by or on behalf of the property owner require owner notification in accordance with State Law.



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STAFF REPORT

To: Boiling Springs Planning and Adjustment Board
From: Sarah Kopkin, MPA - Planning and Zoning Consultant

Date: September 8, 2020
Meeting: September 15, 2020

SUBJECT PROPERTY

Owner(s):	Smith Land & Timber LLC.	Applicant:	Benny Smith
Location:	E. Homestead Avenue	Parcel Number:	63446
Present Zoning:	B-1		
Requested Zoning:	M-1 CUD		
Surrounding Zoning:	North: R-15	East: B-1	South: M-1 West: B-1
Utilities:	Water: No	Sewer: No	Floodplain: No
Access:	E. Homestead Avenue		
Acreage:	0.74 Acres +/-		

ANALYSIS

The subject property is located on E. Homestead Avenue in the Town of Boiling Springs. The property is 0.74 acres on parcel #63446 and is zoned B-1. The property currently has a small building that houses a retail business.

The B-1 Business District is established as a district in which the principal use of land is to provide for general retail and consumer services for the jurisdiction in a central business location.

The M-1 Manufacturing District is established as a district in which the principal use of land is for manufacturing, industrial, and warehousing uses located on large tracts buffered from adjoining residential neighborhoods.

STAFF COMMENTS

The property owner would like to rezone the property to M-1 CUD to build a mini-warehouse facility on the premises. The proposed facility would have approximately forty storage units in the building.

The property owner also owns the adjacent parcel to the west (parcel #52227) on E. Homestead Ave. The parcel is also zoned B-1 and currently has a mini-warehouse facility on the property, similar to the proposed facility. Staff recommends that this property also be rezoned to M-1 CUD as well to bring the property into compliance.

In granting a Conditional Use Permit, the Board may impose reasonable and appropriate conditions upon such permit as it may deem necessary so that the purpose and intent of this chapter are served, public welfare secured and substantial justice is done. If all requirements and conditions are accepted by the applicant, the Board shall authorize the issuance of the Conditional Use Permit, otherwise the permit shall be denied. Any Conditional Use Permit so authorized shall be perpetually binding upon the property included in such permit unless subsequently changed or amended by the Board, as provided for in this subchapter.

The Future Land Use Map (FLUM) designates these properties as industrial/commercial.

The Future Land Use Plan (FLUP) states that industrial zoning includes existing industrial facilities in town and the ETJ. No new industrial sites are proposed because of industrial activity occurring, proposed, or targeted in nearby areas of the County. The Shelby Westside Sewer Project will bring sewer to existing industry and industrial sites near the town's ETJ. Also, the lack of sewer availability in the ETJ makes industrial activity in the ETJ unlikely.

The FLUP also states that existing commercial uses in Boiling Springs make up less than one (1) percent of all land uses in town and the ETJ and are located in isolated locations along the town's two (2) main thoroughfares: College Ave and Main Street. On the Future Land Use Map (FLUM), future commercial areas, and existing commercial areas are concentrated along major thoroughfares. Concentrating these commercial areas prevents strip development and negative commercial growth along the thoroughfares. The concept behind these areas is to concentrate commercial development in areas served by water and sewer, with fast access to major thoroughfares, and near large residential developments. There is also an opportunity for infill development on vacant lots within these concentrated areas such as the land adjacent to the Boiling Springs Children's Clinic to develop into other medical/doctor office uses. Other suggested commercial infill development use is the land adjacent to Ingles Markets, Inc. The depicted commercial sites will help to control access. Managing access and controlling ingress and egress help address problems with traffic flow and safety.

Goal #3 of the Town's Future Land Use Plan is "Improve quality of growth and living in Boiling Springs." Objective #2 of this goal is "To preserve and enhance the quality and protection of thoroughfares as a means to provide visibility of and access to businesses in the Town." The actions in this objective include, "Amend the Zoning Map to allow uses more intense than single-family development such as commercial, wholesale, office and public/institutional, warehouse, and light industrial along the thoroughfares in Town."

Staff recommends the rezoning of the property and issuance of the Conditional Use Permit with the following conditions:

- Should the use of the property on parcel #63446 expand in a northerly direction and a building be located within 50 feet of the residentially zoned property, the appropriate screening devices shall be installed per Section 151.140 of the Town's Code of Ordinances.
- Both properties (parcel #63446 and parcel #52227) shall only be used for "mini-warehouse" use allowed in the M-1. Upon expiration of the "mini-warehouse" use, the Town will take action to rezone the property back to the B-1 Zoning Classification.

It is in the opinion of the staff that this proposed M-1 CUD lot, parcel #63446, and parcel # 52227, considering their size and proximity, are in harmony with the surrounding area. This proposed rezoning is consistent with the Future Land Use Plan and the Future Land Use Map.

Page : 1 of 1 09/14/2020 12:56:31

Order Number : 54606441
PO Number : k greene
Customer : 500985 Town of Boiling Springs
Contact :
Address1 : PO Box 1014
Address2 :
City St Zip : Boiling Springs NC 28017
Phone : (704) 434-2357
Fax : (704) 434-2358
Credit Card :
Printed By : Nancy Hogsed
Entered By : Nancy Hogsed

Keywords : NOTICE PETITION TO REZONE
Notes :
Zones :

Ad Number : 54747899
Ad Key :
Salesperson :
Publication : The Shelby Star
Section : Classified Section
Sub Section : Classified Section
Category : Legals 000
Dates Run : 09/15/2020-09/15/2020
Days : 1
Size : 1 x 5.51, 53 lines
Words : 189
Ad Rate : Legal - Shelby
Ad Price : 73.05
Amount Paid : 0.00
Amount Due : 73.05

**NOTICE PETITION
TO REZONE**

**PARCEL NO. 63446 &
52227 / LOCATED ON
EAST HOMESTEAD AVE.
FROM B-1 TO M-1 CUD**

Notice is hereby given that a public hearing will be held at the Boiling Springs Town Hall located at 114 East College Avenue, Boiling Springs, NC at 6:30 p.m. on October 6, 2020 to consider a rezoning petition for Parcel No.63446 & 52227 located on E. Homestead Avenue from B-1 to M-1 CUD. Said properties are identified on Cleveland County Tax Map BS14-2-58 (0.74 acres) & 50 (0.566 acres). A map showing the specific location of said properties are available for public inspection at the Boiling Springs Town Hall by appointment or at www.boilingspringsnc.net. All persons interested and wishing to be heard should be present in order that their opinion may be made a matter of record. If unable to be present, a citizen may submit written comments to the address below. The Board of Planning and Adjustment will also meet and review the petition on Tuesday, September 15, 2020 at 5:30 p.m.
Submitted by:
Kim Greene
Town Clerk
P.O. Box 1014
Boiling Springs, N.C.
28017

9/15, 2020

54606441



The Crossroads of Opportunity

TOWN OF BOILING SPRINGS | NC

To: Property Owner

From: Lucas A. Shires, MUD, PLA
Town Manager, Town of Boiling Springs

Re: Public Hearing Notification

09/11/2020

Dear Recipient,

A rezoning application has been submitted to rezone two properties located on East Homestead Avenue from B-1 (Business) to M-1 CUD (Manufacturing). The properties are identified on Cleveland County Tax Map BS14-2-58 & 50, Parcels #63446 & #52227. As an adjacent property owner, we are notifying you that the Boiling Springs Town Council will hold a public hearing on **Tuesday, October 6, 2020** at 6:30 pm at the Boiling Springs Town Hall located at 114 East College Avenue, to receive public comments on this rezoning request. The Board of Planning and Adjustment will also meet and review the petition on Tuesday, September 15, 2020 at 5:30 p.m.

A map of the properties is available for public review at the Boiling Springs Town Hall by appointment or at www.boilingspringsnc.net.

If you have any questions or would like additional information, please feel free to contact me at lucas.shires@boilingspringsnc.net or 704•434•2357.

Sincerely,

Lucas A. Shires, MUD, PLA
Town Manager

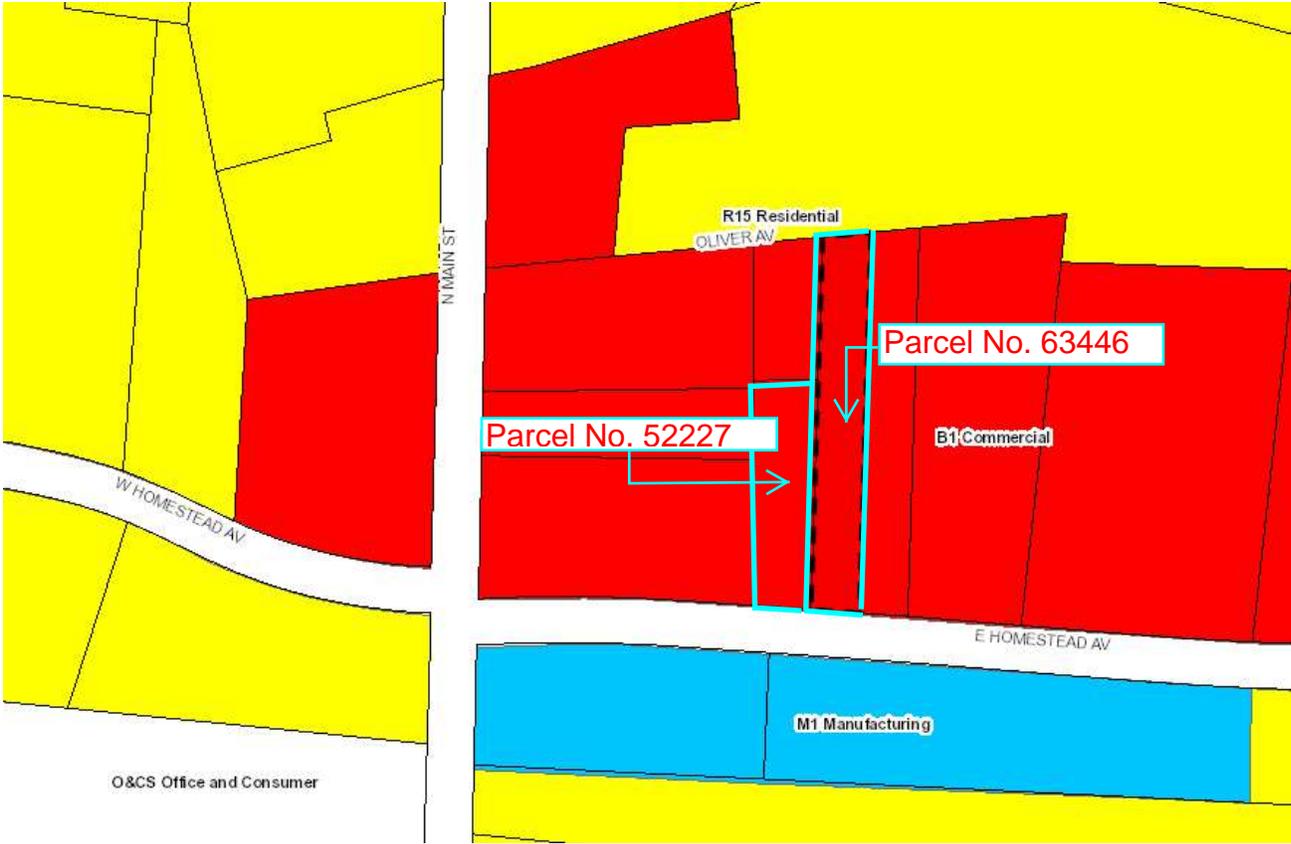
Enclosure:
Cleveland Co. WebGIS Map

Site Aerial



Source: Cleveland County, NC WebGIS

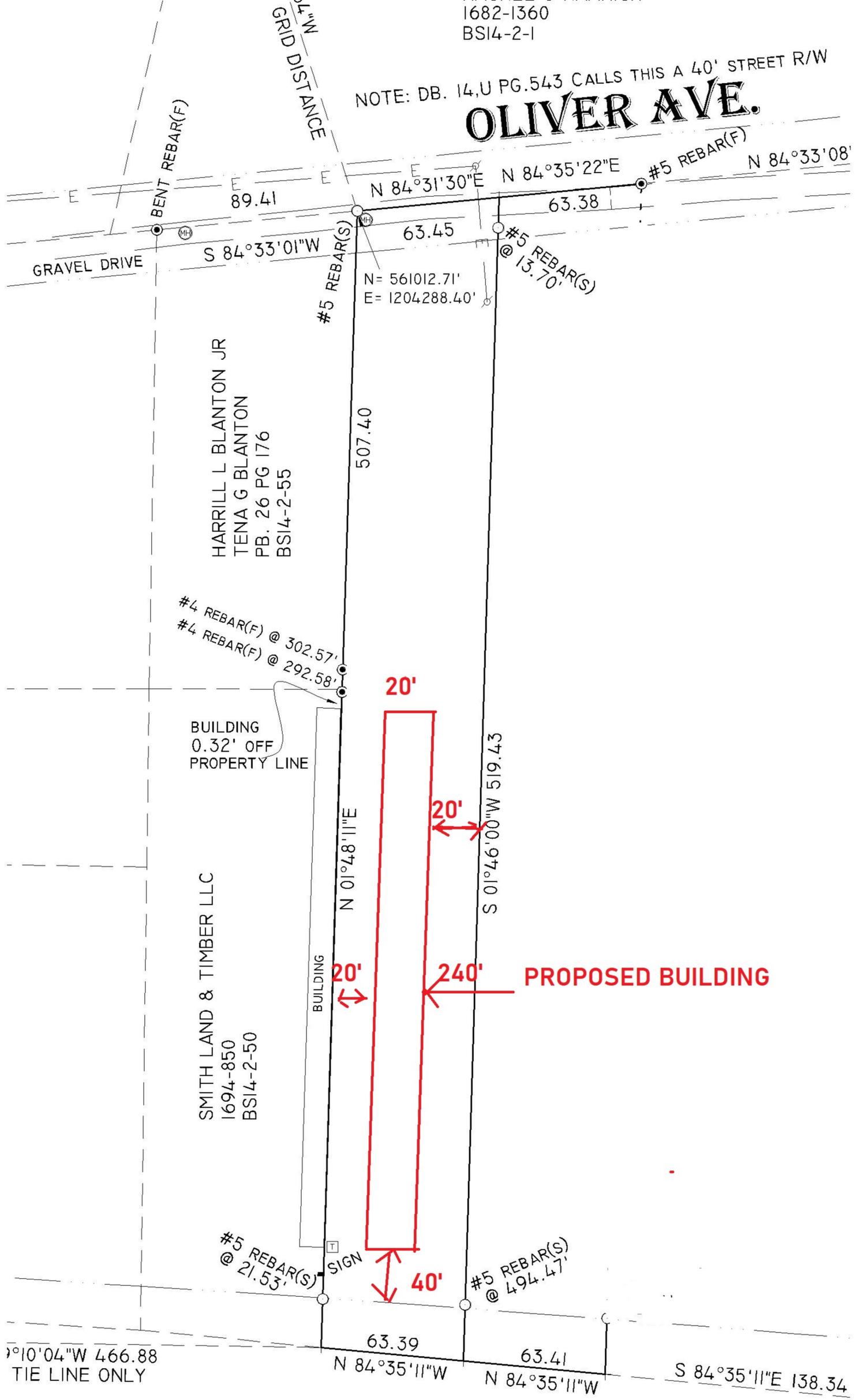
Zoning Map



Source: Cleveland County, NC WebGIS

NOTE: DB. 14,U PG.543 CALLS THIS A 40' STREET R/W

OLIVER AVE.



EAST HOMESTEAD AVE. S.R. 1158 60' R/W



N: 560633, E: 1204692
Lat: 35°15' 40.0", Lng: -81°39' 52.5"

SR 1158

E HOMESTEAD AV



The Crossroads of Opportunity

TOWN OF BOILING SPRINGS | NC

CERTIFIED RECOMMENDATION **Boiling Springs Planning and Zoning Board**

Case File: 20200915.01

Amendment: A Zoning Map Amendment for Parcel #63446 & 52227 located on East Homestead Avenue from B-1 (Business District) to M-1CUD (Manufacturing District).

Recommendation: **The Planning and Adjustment Board recommends approval of the proposed zoning map amendment for Parcel No. 63446 & 52227 located on E. Homestead Ave. from B-1 (Business District) to M-1 CUD (Manufacturing District).**

Findings & Reasons: The Future Land Use Plan (FLUP) states that industrial zoning includes existing industrial facilities in town and the ETJ. No new industrial sites are proposed because of industrial activity occurring, proposed, or targeted in nearby areas of the County. The Shelby Westside Sewer Project will bring sewer to existing industry and industrial sites near the Towns ETJ. Also, the lack of sewer availability in the ETJ makes industrial activity in the ETJ unlikely. The FLUP also states that existing commercial uses in Boiling Springs make up less than one (1) percent of all land uses in Town and the ETJ and are located in isolated locations along the Towns two (2) main thoroughfares: College Ave and Main Street. On the Future Land Use Map (FLUM), future commercial areas, and existing commercial areas are concentrated along major thoroughfares. Concentrating these commercial areas prevents strip development and negative commercial growth along the thoroughfares. The concept behind these areas is to concentrate commercial development in areas served by water and sewer, with fast access to major thoroughfares, and near large residential developments. There is also an opportunity for infill development on vacant lots within these concentrated areas such as the land adjacent to the Boiling Springs Children's Clinic to develop into other medical/doctor office uses. Other suggested commercial infill development use is the land adjacent to Ingles Markets, Inc. The depicted commercial sites will help to control access. Managing access and controlling ingress and egress help address problems with traffic flow and safety.

Thus, the Planning and Adjustment Boards find the proposed zoning map amendment to be consistent with the Future Land Use Plan and the Future Land Use Map.

Motion: J.T. Scruggs made the motion to recommend to the Town Council approval of this proposed zoning map amendments from B-1 to M-1CUD to allow the construction of mini-warehouses.



The Crossroads of Opportunity

TOWN OF BOILING SPRINGS | NC

Second: Alan McWhirter seconded.

Action: The motion passed unanimously.

Signatures: Lucas Shires
Town Manager/Zoning Administrator

Ellen Humphries
Planning & Adj. Board Vice-Chair

Signature on File
Date: 09/15/2020

Signature on File
Date: 09/15/2020



TOWN OF BOILING SPRINGS | NC

ORDER GRANTING A CONDITIONAL USE PERMIT FOR PARCEL #63446 & PARCEL #52227 LOCATED ON EAST HOMESTEAD AVENUE

Case File: 20201006.01

The Boiling Springs Town Council, having heard all the evidence and arguments presented at the hearing, makes the following Findings of Fact and draws the following Conclusion:

1. The proposed use will not materially endanger the public health and safety.
2. The proposed use will not substantially injure the value of adjoining or abutting property.
3. The proposed use will be in harmony with the area in which it is located.
4. The proposed use will be in general conformity with the Future Land Use Plan and Future Land Use Map.
5. The appropriate screening devices shall be installed per Section 151.140 of the Town's Code of Ordinances should the use of the property on parcel #63446 expand in a northerly direction and a building be located within 50 feet of the residentially zoned property
6. Both properties shall only be used for "mini-warehouse" use allowed in the M-1. Upon expiration of the "mini-warehouse" use, the Town will take action to rezone the property back to the B-1 Zoning Classification.

Findings of Fact:

- (1) The use requested is among those listed as an eligible Conditional Use in the district in which the subject properties are located;
- (2) That the Conditional Use will not materially endanger the public health or safety if located where proposed and developed according to the plan as proposed;
- (3) That the Conditional Use meets all required conditions and specifications; and that satisfactory provision and arrangement has been made for at least the following, where applicable.
 - (a) Satisfactory ingress and egress to property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control.
 - (b) Provision of off-street parking and loading areas where required, with particular attention to the items in subsection (a) above, and the economic, noise, glare and odor effects of the conditional use on adjoining properties in the area.
 - (c) Adequate and proper utilities, with reference to locations, availability and compatibility.
 - (d) Buffering, with reference to type, location and dimensions.
 - (e) Signs, if any, and proposed exterior lighting, with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district.

- (f) Playgrounds, open spaces, yards, landscaping, access ways, pedestrian ways, with reference to location, size and suitability.
 - (g) Buildings and structures, with reference to location, size and use.
 - (h) Hours of operation, with particular reference to protecting and maintaining the character of the neighborhood.
- (4) That the Conditional Use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and,
 - (5) That the location and character of the Conditional Use if developed according to the plan as proposed will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the town and its environs.
 - (6) The properties are in the Town of Boiling Springs Town Limits and have a current zoning classification of B-1.
 - (7) The petitioner is proposing to construct a mini-warehouse on Parcel #63446, subject to the issuance of a Conditional Use Permit.
-

Motion:

Second:

Action:

THEREFORE, on the basis of the foregoing, **IT IS ORDERED** that the application for a Conditional Use Permit be **GRANTED** this day, the 6th of October, 2020.

Signatures: Lucas A. Shires, MUD, PLA
Town Manager

Bill Ellis
Mayor

Date: 10/06/2020

Date: 10/06/2020



Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017

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

www.BoilingSpringsNC.net

TOWN COUNCIL

AGENDA ITEM 6

OCTOBER 6, 2020

CONSIDER GARDNER-WEBB UNIVERSITY LEASE AGREEMENT | GYMNASIUM

The previous 10-year Lease Agreement with Gardner-Webb University (GWU) for use of the gym located at the former Town Hall expired the 4th day of May 2020. The Town Manager and Town Attorney, in conjunction with GWU staff, have amended the previous Agreement for Town Council review. Notable revisions include removal of Paragraph 20 FIRST RIGHT OF REFUSAL, a term reduction from ten (10) years to one (1) year, renewable up to five (5) years, and the rental amount which is to be determined by Town Council. GWU is proposing \$1,200 per year as a rental amount.

General Statute 160A-272 reads: *Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Council's intent to authorize the lease or rental at its next regular meeting.*

SUMMARY

Motion needed: The Town Manager requests review of the amended Agreement, Council motion on rental amount per year, and Council motion to proceed with the 30 days' public notice.

MATERIALS PROVIDED

- 2020 Draft Lease Agreement
- 2010 Previous Lease Agreement

DRAFT

NORTH CAROLINA

LEASE AGREEMENT

CLEVELAND COUNTY

THIS LEASE, made and entered into this the ____ day of _____, 2020 by and between the Town of Boiling Springs, North Carolina, a Municipal Corporation, (“Lessor”) and Gardner-Webb University (“Lessee”);

WITNESSETH:

IN CONSIDERATION of the mutual agreements and covenants herein set forth, Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor, according to the terms and conditions hereinafter set forth, a portion of the premises located at 145 South Main Street being approximately 6,500 square feet, commonly known as the “Town Hall Gym” and referred to herein as “the leased premises” or “premises”.

The terms and conditions of the Lease are as follows:

- 1. TERM AND TERMINATION.** The term of this Lease shall be for a period one (1) year commencing on _____, 2020 and ending at midnight on _____, 2021. This lease shall automatically renew for five (5) additional one (1) year terms under the same terms and conditions until such time as either party gives the other written notice of non-renewal at least sixty (60) days prior to expiration of the then-current one (1) year term.
- 2. RENTAL.** Tenant agrees to pay to Landlord or its Agent without demand, deduction or set off, an annual rental of \$_____ payable in equal monthly installments of \$_____ in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first full month’s rent due hereunder. Rental for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly rental due.

If Landlord fails to receive any rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to four percent (4%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Unless otherwise specified in writing by Landlord to Tenant, Tenant shall pay all rentals required hereunder to Landlord, without set off, abatement, or reduction, at the following address: PO Box 1014, Boiling Springs, NC 28017. 

- 3. USE.** It is expressly agreed that this lease is executed subject to all lawful zoning ordinances and regulations. Lessee will make no unlawful or offensive use of the leased premises and shall comply at its own expense with all zoning ordinances and regulations of the Town of Boiling Springs.

Lessee will not cause or permit a nuisance to be created or maintained on the premises. Lessee agrees to use the leased premises for its athletic department and program facility and will make no other use of the premises without the express permission of the Lessor. This agreement shall terminate if the Lessee ceases to use the premises for its athletic program.

4. **TAXES.** Lessor shall pay ad valorem taxes and assessments which may be levied against the leased premises, except that Lessee shall pay all licenses, privilege, ad valorem or other taxes levied against the Lessor and Lessee on account of Lessee's operations or on account of property belonging to the Lessee.
5. **UTILITIES.** Lessee shall provide and pay all charges for normal utilities on the leased premises. Any addition to or revisions of existing utilities shall be at the Lessee's expense including, but not limited to, the installation of a separate water tap and meter on East Branch Avenue with a backflow preventer to service the leased premises.
6. **FITNESS.** Lessee hereby accepts the premises in its "as is" condition at the time of execution of this Lease. Lessee acknowledges that it has had ample opportunity to fully inspect all portions and aspects of the premises to its satisfaction and that said premises are suitable for the purposes of this Lease. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Lessor as to such condition or as to the use that may be made of such premises.
7. **MAINTENANCE AND REPAIR.** Lessee shall at its own expense maintain and repair the leased premises, and shall be responsible for all costs including but not limited to, heating, air, electrical and plumbing systems, windows, and roof, with reasonable wear and tear excluded. Lessee shall further be responsible for any damage caused by Lessee to the leased premises either during the term of the Lease or at the expiration or termination of the Lease, reasonable wear and tear excluded.
8. **PARKING.** Parking is available on premises for Lessee's use.
9. **IMPROVEMENTS OR REMODELING.** Lessee may at its own expense or at anytime during the term of this lease make such alterations and improvements to and perform such remodeling work of the leased premises as shall be necessary for the conduct of the Lessee's activities; provided, however, that any such alterations, improvements, and/or remodeling shall be done only with the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Any such alterations, improvements, and/or remodeling, including paneling, partitions, railings, galleries, counters, racks, shelves, fixtures except movable trade fixtures, shall become the property of the Lessor upon the expiration or termination of the lease. All movable trade fixtures installed by the Lessee may be removed prior to the termination of this Lease, provided that the removal is without damage to the leased premises or that all damage

caused by the removal is repaired to the Lessor's satisfaction at the Lessee's expense.

- 10. SIGNS.** Lessee may place and maintain in and about the leased premises signs advertising its activities; provided, however, that any such signs are approved by the Lessor and comply with all applicable State and Municipal Ordinances and Regulations with respect thereto, and provided further, that upon termination of this Lease, Lessee shall remove all such signs and repair any damage to the leased premises caused by the erection, maintenance or removal of such signs.
- 11. INDEMNIFICATION OF LESSOR.** Lessee shall indemnify Lessor against all liabilities, expenses and losses incurred by Lessor as a result of (a) the failure of Lessee to perform any covenant required to be performed by Lessee hereunder; (b) the failure of Lessee to comply with any requirements of any governmental authority; and (c) any mechanic's lien or security agreement filed against the leased premises, any equipment therein, or any materials used in the construction or alteration of any improvements thereon.
- 12. ASSIGNMENT.** Lessee shall not assign, mortgage or encumber this Lease or the leased premises or sublet or permit the premises or any part thereof to be used or occupied by others for any period without the prior written consent of Lessor. No assignment or sublease will release Lessee from the obligations under this Lease.
- 13. INSURANCE.** Lessee shall keep its personal property insured against property damage, fire, theft and other casualties as it may desire under a policy of general casualty or other insurance. Lessor shall have no responsibility for insuring any property which Lessee may bring on to the premises or any duty to reimburse Lessee for the loss thereof for any cause.
- 14. LIABILITY.** Lessee shall further carry public liability insurance in the amounts of \$1 million/\$3 million for personal injury, \$1million for property damage, and an umbrella coverage of at least \$10 million, and agrees to have Lessor named as an additional insured under such insurance policy on the leased premises. A certificate of insurance evidencing such insurance coverage shall be furnished Lessor. Furthermore, said policy shall provide that it shall not be canceled unless thirty (30) days prior written notice is given to Lessor. Lessee agrees to promptly indemnify the Lessor for any costs, damages, expenses of any kind or for any liability assessed upon the Lessor as a result of the Lessee's use of the premises under this Lease Agreement. Lessee fully and unconditionally releases and forever discharges Lessor from any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses) on account of, connected with, or growing out of Lessee's use of the premises. Lessee agrees to indemnify fully the Lessor against any and all claims or suits of any nature or description brought by any person or entity on account of the Lessee's use of the premises.

- 15. RIGHT OF ACCESS BY LESSOR.** Lessor or its representatives may enter the leased premises at any time by appointment with the Lessee made prior to the entering, unless in the case of an emergency, for the purpose of inspecting the leased premises, exhibiting it to prospective purchasers or lessees, or to make any repairs, alterations or improvements as Lessor deems necessary or desirable.
- 16. LIENS.** All persons are put upon notice of the fact that Lessee does not, and will never under any circumstances, have the power to subject the interest of Lessor in the premises to any mechanic's or materialmen's liens or lien of any kind. Lessee further agrees, upon request of Lessor to furnish Lessor with a list of all persons or entities furnishing labor or material to said premises so that Lessor may advise such persons or entities of the aforesaid provisions.

Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against the interest of Lessor in the leased premises during the continuance of this lease any lien or claims of any kind, and continuance of this lease any lien or claims of any kind, and if such lien be claimed or filed, it shall be the duty of Lessee within ten (10) days after written notice from Lessor to cause the premises to be released from such claim, either by payment or by the posting of bond or by the payment into the court of the amount necessary to relieve and release the premises from such claim. Any lien placed by Lessee on the leased premises shall be subject to and subordinate to Lessor's interest in the leased premises.

- 17. NOTICE OF DEFAULT AND RIGHT TO CURE NON-RENTAL OBLIGATIONS.** In the event Lessor declares that Lessee is in default under any terms and provisions of this Lease, Lessor shall notify Lessee in writing of the specific nature and date(s) of the default(s) and that Lessee shall have ten (10) days from the receipt of such notice in which to cure same, before which time Lessor shall not terminate, nor re-enter or retake possession of the leased premises. Should Lessee fail to make the repairs and improvements contemplated herein and in keeping with paragraph 5 set forth above, Lessor may terminate this lease with Lessee responsible for a monthly rental amount calculated by the then market rental rates for such commercial property multiplied times the number of months the Lessee occupied the premises, in addition to reasonable attorney's fees.
- 18. ATTORNEY FEES.** If Lessor files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, all fees to be fixed by the Court according to the laws of North Carolina then prevailing.
- 19. COVENANTS TO RUN WITH LAND.** All covenants, conditions, provisions and agreements contained in this Lease are to run with the premises and shall be binding upon any subsequent assignee or sub-lease which may lawfully take possession of the premises during the term stated herein.

- 20. WAIVER OF BREACH.** The parties mutually covenant and agree that the failure on the part of either party to claim a breach of this agreement by reason of a failure of either party to seek enforcement hereof shall not operate as a waiver of such term or condition or prevent enforcement hereof at a later time in the event of a subsequent breach of any term or condition herein.
- 21. FORCE MAJEURE.** The term “force majeure” as used in this contract shall mean acts of God and any event or effect that cannot reasonably be anticipated or controlled. In any case in which by reason of “force majeure” either party is rendered unable wholly or in part to carry out its obligations under this contract, notice and full particulars of such “force majeure” are to be given in writing within a reasonable period of time by the party unable to carry out its obligations to the other party. The obligation of the party giving such notice, insofar as it is affected by “force majeure”, shall be suspended during the continuance of the “force majeure” event or effect , but no longer.
- 22. NOTICES.** Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed:

Lessor:

Town of Boiling Springs, NC
Attn: Town Manager
PO Box 1014
Boiling Springs, NC 28017

Lessee:

Gardner-Webb University
Attn: Mike Hardin
PO Box 997
Boiling Springs, NC 28017

- 23. ENTIRE AGREEMENT.** This document contains the entire agreement between the parties with regard to the subject matter contained herein, and there are no verbal, unwritten, understood or other terms or conditions not included herein which are in any manner as part of this lease agreement or otherwise binding upon either party in relation to it. No representative, officer, official, employee or other agent of either party has the authority to bind such party as to any matter pertaining to this agreement by any verbal representation or unwritten statement in any form.
- 25. AMENDMENTS.** Any and all amendments, modifications or additions to the terms hereof shall be made only in writing, shall be dated and signed by both parties, appropriately labeled as an amendment to this agreement, shall state its incorporation into this agreement and shall be attached hereto in order to be effective to alter or amend this instrument.

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Lessor:

Lessee:

Town of Boiling Springs, NC

Gardner-Webb University

By: _____
Lucas A. Shires, MUD, PLA
Town Manager

By: _____
Mike Hardin
VP Administration & Finance

**CLEVELAND COUNTY
NORTH CAROLINA**

I, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that he is _____ of the Town of Boiling Springs, North Carolina, a North Carolina Municipal Corporation, being authorized to do so, executed the foregoing on behalf of the Town of Boiling Springs North Carolina.

Witness my hand and official seal, this the ____ day of _____, 2020

My Commission Expires: _____
Notary Public: _____

**CLEVELAND COUNTY
NORTH CAROLINA**

I, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that he is _____ of Gardner-Webb University, being authorized to do so, executed the foregoing on behalf of Gardner-Webb University.

Witness my hand and official seal, this the ____ day of _____, 2020.

My Commission Expires: _____
Notary Public: _____

NORTH CAROLINA

LEASE AGREEMENT

CLEVELAND COUNTY

THIS LEASE, made and entered into this the 2nd day of March, 2010 by and between the Town of Boiling Springs, North Carolina, a **Municipal Corporation**, ("Lessor") and Gardner-Webb University ("Lessee");

WITNESSETH:

IN CONSIDERATION of the mutual agreements and covenants herein set forth, Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor, according to the terms and conditions hereinafter set forth, a portion of the premises located at 145 South Main Street **being approximately 6,910 square feet; and more specifically identified on the diagram attached hereto as Exhibit "C" and incorporated herein by reference.**

The terms and conditions of the Lease are as follows:

1. **TERM AND TERMINATION.** The term of this Lease shall be for a period of ten (10) years beginning on the 5th day of May, 2010 and ending on the 4th day of May, 2020, unless sooner terminated. Lessee shall have the sole discretion and option to terminate this Lease upon giving the Lessor a thirty (30) day notice of its election to terminate this Lease, provided however that the Lessee has completed to the satisfaction of the Lessor all of the scheduled improvements set forth in Paragraph 2 and Exhibit "A" attached hereto. This Lease may also be terminated by Lessee or Lessor pursuant to further provisions set forth hereinafter. That once the Lease is terminated by either the Lessee or the Lessor, Lessee shall be relieved from the performance of any and all terms of this Lease Agreement, including but not limited to, further maintenance, utility, insurance, and all other provisions.
2. **RENTAL.** In lieu of a monthly rental amount, Lessee agrees to make certain improvements to the premises for the benefit of Lessor. Such improvements shall include the improvements which are listed on Exhibit "A" attached hereto. Additional improvements may be made to the leased premises according to the terms hereinafter set forth. Said improvements shall commence by the 5th day of May, 2010, and proceed according to the schedule attached hereto as Exhibit "B" and incorporated herein by reference.
3. **USE.** It is expressly agreed that this lease is executed subject to all lawful zoning ordinances and regulations. Lessee will make no unlawful or offensive use of the leased premises and shall comply at its own expense with all zoning ordinances and regulations of the Town of Boiling Springs. Lessee will not cause or permit a nuisance to be created or maintained on the premises. Lessee agrees to use the leased premises for an athletic facility and will make no other use of the premises without the express permission of the Lessor. This agreement shall terminate if the Lessee ceases to use the premises for its athletic program.

4. **TAXES.** Lessor shall pay ad valorem taxes and assessments which may be levied against the leased premises, except that Lessee shall pay all licenses, privilege, ad valorem or other taxes levied against the Lessor and Lessee on account of Lessee's operations or on account of property belonging to the Lessee.
5. **UTILITIES.** Lessee shall provide and pay all charges for normal utilities on the leased premises. Any addition to or revisions of existing utilities shall be at the Lessee's expense.
6. **FITNESS.** Lessee hereby accepts the premises in its "as is" condition at the time of execution of this Lease. Lessee acknowledges that it has had ample opportunity to fully inspect all portions and aspects of the premises to its satisfaction and that said premises are suitable for the purposes of this Lease. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Lessor as to such condition or as to the use that may be made of such property.
7. **MAINTENANCE AND REPAIR.** Lessee shall at its own expense maintain the leased premises in good repair and condition, reasonable wear and tear excluded. Lessee shall further be responsible for any damage caused by Lessee to the leased premises either during the term of the Lease or at the expiration or termination of the Lease, reasonable wear and tear excluded.
8. **PARKING.** Parking is available for on the public lot immediately south of the gym building across the street on Branch Avenue. There are no parking spaces on the premises for Lessee's use. All parking on the premises is reserved for the Lessor.
9. **IMPROVEMENTS OR REMODELING.** In furtherance of Paragraph 2 above, Lessee may at its own expense or at anytime during the term of this lease make such alterations and improvements to and perform such remodeling work of the leased premises as shall be necessary for the conduct of the Lessee's activities; provided, however, that any such alterations, improvements, and/or remodeling shall be done only with the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Any such alterations, improvements, and/or remodeling, including paneling, partitions, railings, galleries, counters, racks, shelves, fixtures and the like, except movable trade fixtures, shall become the property of the Lessor upon the expiration or termination of the lease. All movable trade fixtures installed by the Lessee may be removed prior to the termination of this Lease, provided that the removal is without damage to the leased premises or that all damage caused by the removal is repaired to the Lessor's satisfaction at the Lessee's expense.
10. **SIGNS.** Lessee may place and maintain in and abut the leased property signs advertising its activities; provided, however, that any such signs are approved by the Lessor and comply with all applicable State and Municipal Ordinances and Regulations with respect thereto, and provided further, that

upon termination of this Lease, Lessee shall remove all such signs and repair any damage to the leased premises caused by the erection, maintenance or removal of such signs.

11. INDEMNIFICATION OF LESSOR. Lessee shall indemnify Lessor against all liabilities, expenses and losses incurred by Lessor as a result of (a) the failure of Lessee to perform any covenant required to be performed by Lessee hereunder; (b) the failure of Lessee to comply with any requirements of any governmental authority; and (c) any mechanic's lien or security agreement filed against the leased premises, any equipment therein, or any materials used in the construction or alteration of any improvements thereon.

12. ASSIGNMENT. Lessee shall not assign, mortgage or encumber this Lease or the leased premises or sublet or permit the premises or any part thereof to be used or occupied by others for any period without the prior written consent of Lessor. No assignment or sublease will release Lessee from the obligations under this Lease.

13. INSURANCE. (a) Lessee shall keep its personal property insured against property damage, fire, theft and other casualties as it may desire under a policy of general casualty or other insurance. Lessor shall have no responsibility for insuring any property which Lessee may bring on to the premises or any duty to reimburse Lessee for the loss thereof for any cause.

(b) Lessor at all times shall keep the leased premises fully insured under a policy of coverage which insures that in the event of fire, natural disaster, or other destructive force, excluding war, the Lessee shall be entitled to recoup an amount which is the difference between (1) the fair market value of the premises at the time of leasing and (2) the fair market value of the property being determined at the time the anticipated improvements to be made by the Lessee are made, and that such accrued increase in fair market value resulting from the Lessee's improvements shall be paid to the Lessee as provided for in the Lessor's insurance policy in a secondary loss payee clause.

(c) Lessee agrees and covenants that it will pay to the Lessor upon the Lessor's demand the difference between the premium which would be required by the insurance company with a valuation on the leased premises as set forth in (b)(1) above and the premium which would be required by the insuring company using the value set forth in (b)(2) above. The intended purpose of this clause is for the Lessee to bear the additional cost for insuring the improvements made on Lessor's property by Lessee.

14. LIABILITY. Lessee shall further carry public liability insurance in the amounts of \$1,000,000 for personal injury, \$ 1,000,000 for property damage, and an umbrella coverage of at least \$10,000,000, and agrees to have Lessor named as an additional insured under such insurance policy on the leased premises. A certificate of insurance evidencing such insurance coverage shall be furnished Lessor. Furthermore, said policy shall provide that it shall not be canceled unless thirty (30) days prior written notice is

given to Lessor. Lessee agrees to promptly indemnify the Lessor for any costs, damages, expenses of any kind or for any liability assessed upon the Lessor as a result of the Lessee's use of the premises under this Lease Agreement. Lessee fully and unconditionally release and forever discharge Lessor from any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses) on account of, connected with, or growing out of Lessee's use of the premises. Lessee agrees to indemnify fully the Lessor against any and all claims or suits of any nature or description brought by any person or entity on account of the Lessee's use of the premises.

15. **RIGHT OF ACCESS BY LESSOR.** Lessor or its representatives may enter the leased premises at any time by appointment with the Lessee made prior to the entering, unless in the case of an emergency, for the purpose of inspecting the leased property, exhibiting it to prospective purchasers or lessees, or to make any repairs, alterations or improvements as Lessor deems necessary or desirable.
16. **LIENS.** All persons are put upon notice of the fact that Lessee does not, and will never under any circumstances, have the power to subject the interest of Lessor in the premises to any mechanic's or materialmen's liens or lien of any kind. Lessee further agrees, upon request of Lessor to furnish Lessor with a list of all persons or entities furnishing labor or material to said premises so that Lessor may advise such persons or entities of the aforesaid provisions.

Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against the interest of Lessor in the demised premises during the continuance of this lease any lien or claims of any kind, and continuance of this lease any lien or claims of any kind, and if such lien by claimed or filed, it shall be the duty of Lessee within ten (10) days after written notice from Lessor to cause the premises to be released from such claim, either by payment or by the posting of bond or by the payment into the court of the amount necessary to relieve and release the premises from such claim. Any lien placed by Lessee on the demised premises shall be subject to and subordinate to Lessor's interest in the demised premises.

17. **NOTICE OF DEFAULT AND RIGHT TO CURE NON-RENTAL OBLIGATIONS.** In the event Lessor declares that Lessee is in default under any terms and provisions of this Lease, Lessor shall notify Lessee in writing of the specific nature and date(s) of the default(s) and that Lessee shall have ten (10) days from the receipt of such notice in which to cure same, before which time Lessor shall not terminate, nor re-enter or retake possession of the leased premises. **Should Lessee fail to make the repairs and improvements contemplated herein and in keeping with the Schedule set forth above in Exhibit "B", Lessor may terminate this lease with Lessee responsible for a monthly rental amount calculated by the then market rental rates for such commercial property multiplied times the number of months the Lessee occupied the premises,**

diminished however by the value of improvements made by Lessee prior to termination, in addition to reasonable attorney's fees.

18. **ATTORNEY FEES.** If Lessor files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, Lessee shall pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, all fees to be fixed by the Court according to the laws of North Carolina then prevailing.
19. **COVENANTS TO RUN WITH LAND.** All covenants, conditions, provisions and agreements contained in this Lease are to run with the premises and shall be binding upon any subsequent assignee or sub-lease which may lawfully take possession of the premises during the term stated herein.
20. **FIRST RIGHT OF REFUSAL.** Lessor agrees that in the event the leased premises are offered for sale during the term of this Lease that the Lessee shall have the first right to purchase the leased premises from the Lessor, and Lessor agrees that it will not offer the leased premises for sale without first giving the Lessee an opportunity to accept or refuse a purchase of said property at the price being offered by the Lessor.
21. **WAIVER OF BREACH.** The parties mutually covenant and agree that the failure on the part of either party to claim a breach of this agreement by reason of a failure of either party to seek enforcement hereof shall not operate as a waiver of such term or condition or prevent enforcement hereof at a later time in the event of a subsequent breach of any term or condition herein.
22. **FORCE MAJEURE.** The term "force majeure" as used in this contract shall mean acts of God and any event or effect that cannot reasonably be anticipated or controlled. In any case in which by reason of "force majeure" either party is rendered unable wholly or in part to carry out its obligations under this contract, notice and full particulars of such "force majeure" are to be given in writing within a reasonable period of time by the party unable to carry out its obligations to the other party. The obligation of the party giving such notice, insofar as it is affected by "force majeure", shall be suspended during the continuance of the liability claimed, but no longer.
23. **NOTICES.** Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed:

Lessor:
Town of Boiling Springs
Attn: Town Manager
P.O. Box 1014
145 South Main Street
Boiling Springs, NC 28017

Lessee:
Gardner-Webb University
Attn: Vice President for Administration
P.O. Box 997
110 South Main Street
Boiling Springs, NC 28017

24. ENTIRE AGREEMENT. This document contains the entire agreement between the parties and there are no verbal, unwritten, understood or other terms or conditions not included herein which are in any manner as part of this lease agreement or otherwise binding upon either party in relation to it. No representative, officer, official, employee or other agent of either party has the authority to bind such party as to any matter pertaining to this agreement by any verbal representation or unwritten statement in any form.

25. AMENDMENTS. Any and all amendments, modifications or additions to the terms hereof shall be made only in writing, shall be dated and signed by both parties, appropriately labeled as an amendment to this agreement, shall state its incorporation into this agreement and shall be attached hereto in order to be effective to alter or amend this instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Lessor:

Town of Boiling Springs, NC

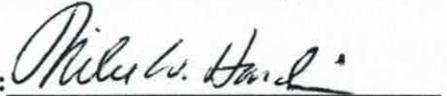
By: _____



Lessee:

Gardner-Webb University

By: _____



CLEVELAND COUNTY
NORTH CAROLINA

I, a Notary Public for said County and State, do hereby certify that Zach Trogdon, personally came before me this day and acknowledged that he is Town Manager of the Town of Boiling Springs, North Carolina, a North Carolina Municipal Corporation, being authorized to do so, executed the foregoing on behalf of the Town of Boiling Springs North Carolina.

Witness my hand and official seal, this the 4th day of May, 2010.

Kindely B. Green
Notary Public

My Commission Expires: 03/30/2015

RUTHERFORD COUNTY
NORTH CAROLINA

I, a Notary Public for said County and State, do hereby certify that Mike W. Hardin, personally came before me this day and acknowledged that he is VP for Administration of Gardner-Webb University, being authorized to do so, executed the foregoing on behalf of Gardner Webb University.

Witness my hand and official seal, this the 4th day of May, 2010.

Louis M. Radford
Notary Public

My Commission Expires: 12-6-2012

Exhibit A

Schedule of Improvements

- 1) Replace Roof over Gym Area Only
- 2) Replace Windows in Gym Area Only
- 3) Replace Exterior Doors
- 4) Paint Interior of Building

Exhibit B

All Scheduled Improvements listed in Exhibit A will be completed by December 31, 2010.

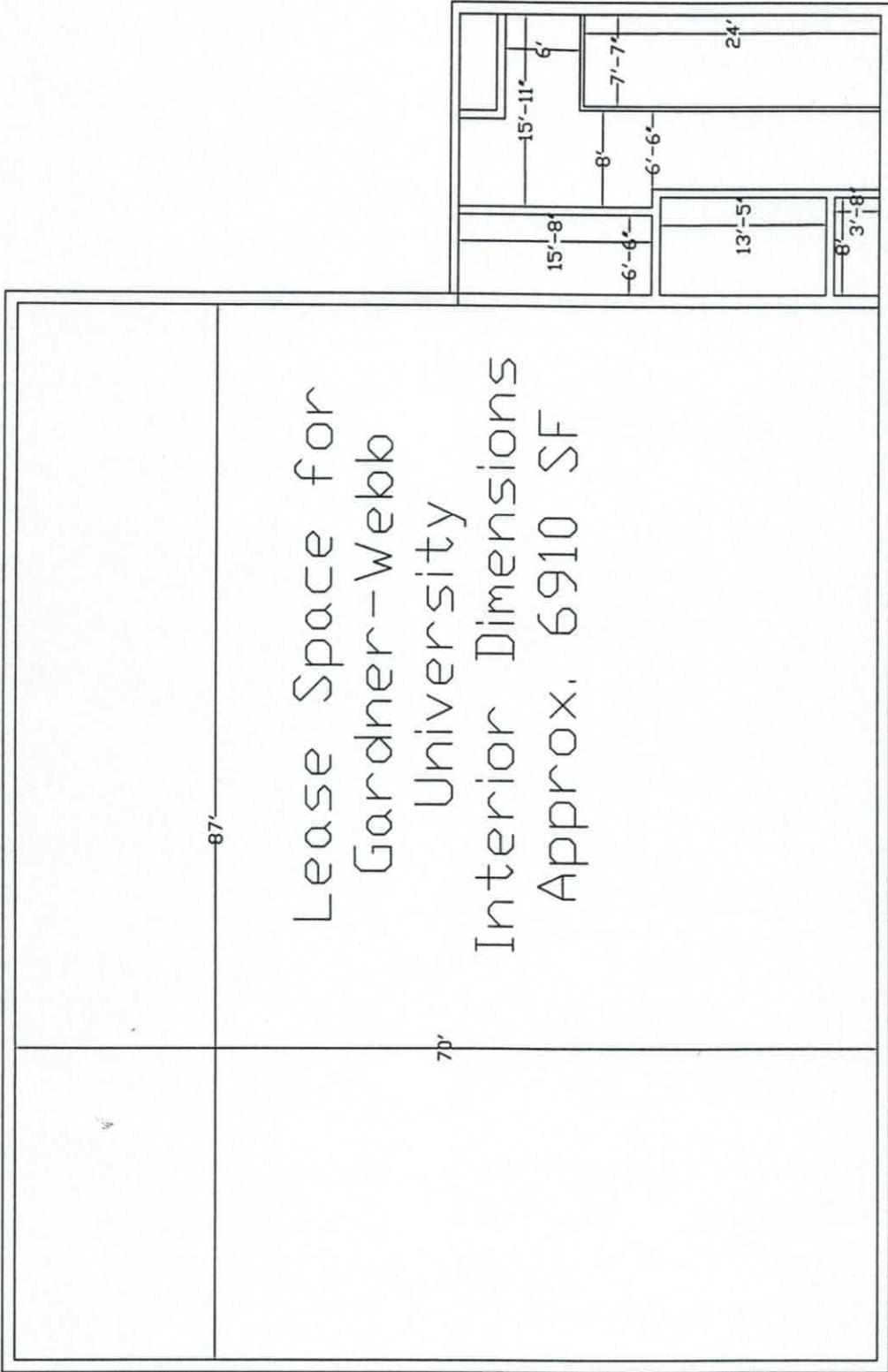


EXHIBIT "C"



Town of Boiling Springs

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

TOWN COUNCIL

AGENDA ITEM 7

OCTOBER 6, 2020

TOWN LOGO & SIGNAGE

Pursuant to Council's Regular Meeting Held September 1, 2020, the Town Manager, staff, and Pope Marketing & Events have created two additional logo options for consideration. The Town Manager created two sign designs for consideration.

Megan Pope, owner of Pope Marketing & Events, will present additional branding options. The Community Engagement Committee reviewed the designs and the CEC recommend the designs to Council for consideration.

SUMMARY

MATERIALS PROVIDED

- Presentation

A serene landscape featuring large, mature trees with dense foliage. In the foreground, a wooden bench sits on a grassy field. The background shows a misty or hazy atmosphere with more trees and a soft light source, possibly the sun, creating a peaceful and natural setting.

THE TOWN OF BOILING SPRINGS

BY POPE MARKETING & EVENTS

WHAT IS A BRAND?

To put it simply, your brand is your business or organization's reputation. It's how your business is perceived by your audience, and ultimately what differentiates you from others within your industry.

BRAND VS BRANDING

Your brand is made up of your company values, vision, mission, experience, the quality you promise to provide, etc. A brand is what develops the beliefs or opinions about your business or organization to your audience. Think of your brand as the foundational pieces to your business, and overall the reputation it holds.

Branding stems from your brand, but the key difference is that it refers to the visual representation of your business. Think of it like this, it's taking everything that makes up your brand and turning it into something tangible. The act of branding is creating the brand identity which we are looking at today.

YOUR LOGO SUITE

Primary, Secondary, Submark/Symbol

A logo suite is made up of three logo variations stemming from the same design. This includes your primary, secondary, and if needed a submark/symbol. Your primary logo, is the main logo you would use. This logo is great for signs, letterheads, and even your website. Your secondary logo is used in a case when your primary may not work. Whether your primary logo is too large for the context, too wordy, etc. The secondary logo comes in to save the day. The submark/symbol is used in the same case, when your primary or secondary does not work.

We also need a logo suite for brand recognition. Having multiple logo options ensures we do not overuse your primary logo to where it becomes redundant. Having logo variations gives you the flexibility, memorability, and most important brand recognition.

PRIMARY
LOGO OPTIONS

LOGO OPTION # 1



The Town Of
BOILING SPRINGS

ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

LOGO OPTION # 2



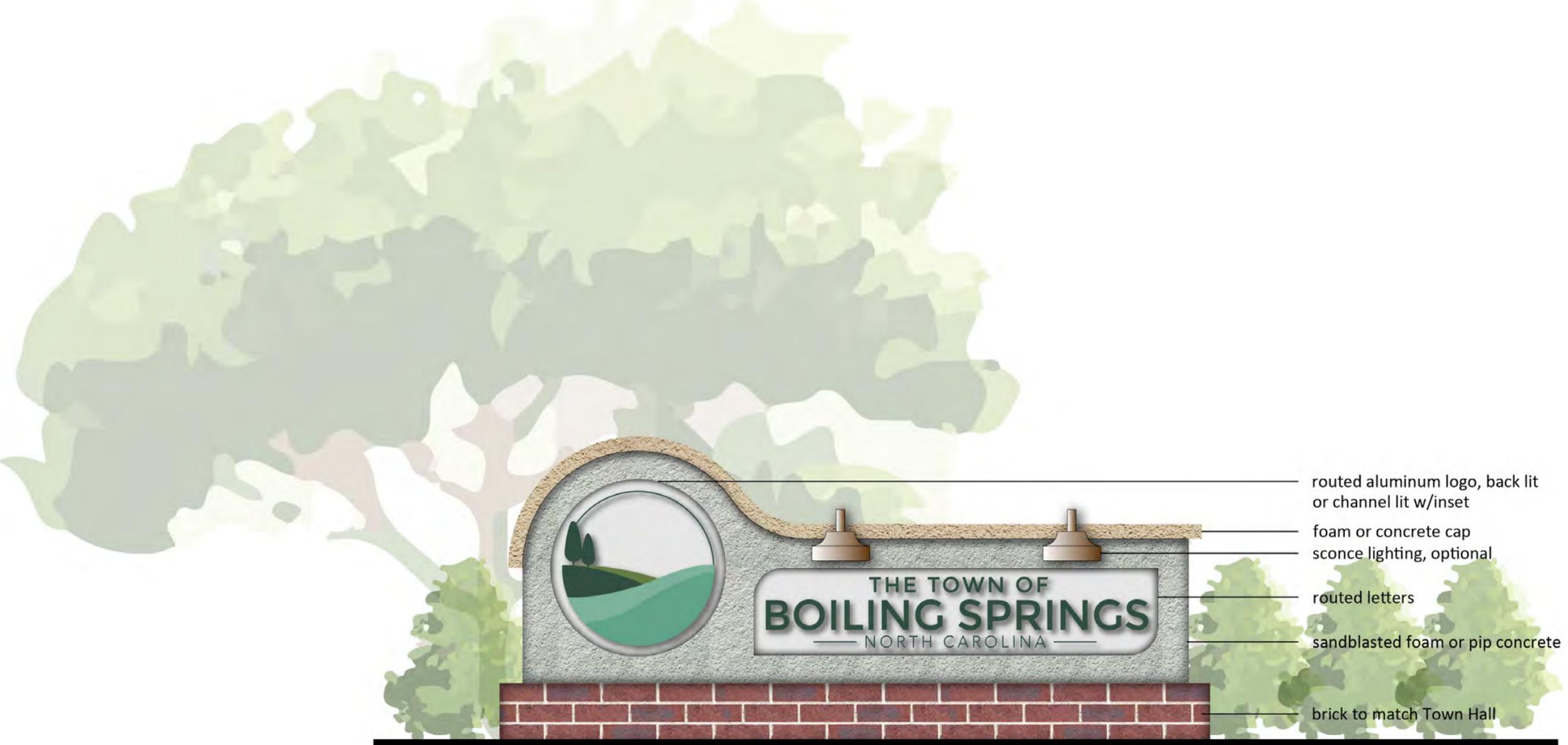
THE TOWN OF
BOILING SPRINGS
— NORTH CAROLINA —

LOGO OPTION # 3











Town of Boiling Springs

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TOWN COUNCIL

AGENDA ITEM 8

OCTOBER 6, 2020

CONSIDERATION OF MUNICIPAL DECLARATION TO ENACT SPEED LIMITS AND REQUEST FOR CONCURRENCE

NCDOT received a request to lower the speed limit from 55 MPH to 45 MPH on the NCDOT portion of Rockford Road. NCDOT decided to lower it to 45 MPH on the State-maintained part and thus an amendment is required.

The portion of Rockford Road within the municipal limits has been and remains 45 MPH. However, during investigation, NCDOT determined the Ordinance information was incorrect and thus an amendment is required.

The NC Department of Transportation is requesting the Town Council's approval of the following changes:

- Certification of Municipal Declaration to Repeal Speed Limits and Request for Concurrence. Concurring State Ordinance Number: 1008832. Description: SR 1194 from the western corporate limit, approximately 0.74 mile west of Rockford Road (SR 1195), eastward to SR 1195. Ordinance #1008832 needs to be repealed.
- Certification of Municipal Declaration to Approve Speed Limit and Request for Concurrence. Concurring State Ordinance Number: 1078903. Description: (Rockford Road) between a point of 1.530 mile south-east of SR 1184 to SR 1195. Ordinance#1078903 is the new ordinance in that section of the Municipal Limits.

SUMMARY

Motion needed: Approve request for Concurrence

MATERIALS PROVIDED

- NCDOT Certification of Municipal Declaration to Repeal Enact Speed Limits and Request for Concurrence
- NCDOT Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence

NCDOT TEAAS Ordinance Report

Approval Status: D - division approval pending, R - region approval pending, S - state approval pending, A - approved
Repeal Status: D - division repeal pending, R - region repeal pending, S - state repeal pending, C - repealed.

Ordinance Type Municipal Speed Zones

County	CLEVELAND	Division	12	Old Ordinance Number	220200014				
Municipality	BOILING SPRINGS	Ordinance Number	<u>1008832</u>	<i>Repeal</i>	Effective Date	1/1/1979	Repealed Date		
Route	SR 1194	Car Speed Limit	45	Truck Speed Limit	45	Approval Status	A	Repeal Status	D
Construction Project Number		Begin Milepost	1.504			End Milepost	2.244		
Intersecting Route / Begin Reference Feature	SR 1195			End Reference Feature	SR 1195				

Justification

Description SR 1194 from the western corporate limit, approximately 0.74 mile west of Rockford Avenue (SR 1195), eastward to SR 1195.

Long Description

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1008832

Division: 12 **County:** CLEVELAND

Municipality: BOILING SPRINGS

Type: Municipal Speed Zones

Road: SR 1194

Car: 45 MPH

Truck: 45 MPH

Description: SR 1194 from the western corporate limit, approximately 0.74 mile west of Rockford Avenue (SR 1195), eastward to SR 1195.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my hand and the municipal seal this _____ day of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

NCDOT TEAAS Ordinance Report

Approval Status: D - division approval pending, R - region approval pending, S - state approval pending, A - approved
 Repeal Status: D - division repeal pending, R - region repeal pending, S - state repeal pending, C - repealed.

Ordinance Type Municipal Speed Zones

County CLEVELAND	Division 12	Old Ordinance Number			
Municipality BOILING SPRINGS	Ordinance Number <u>1078903</u> <i>*NEW*</i>			Effective Date	Repealed Date
Route SR 1194	Car Speed Limit 45	Truck Speed Limit 45		Approval Status D	Repeal Status D
Construction Project Number	Begin Milepost 1.53			End Milepost 2.244	
Intersecting Route / Begin Reference Feature SR 1184		End Reference Feature SR 1195			

Justification

Description (Rockford Road) between a point of 1.530 mile south-east of SR 1184 to SR 1195.

Long Description

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1078903

Division: 12 **County:** CLEVELAND

Municipality: BOILING SPRINGS

Type: Municipal Speed Zones

Road: SR 1194

Car: 45 MPH

Truck: 45 MPH

Description: (Rockford Road) between a point of 1.530 mile south-east of SR 1184 to SR 1195.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



Town of Boiling Springs

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TOWN COUNCIL

AGENDA ITEM 9

OCTOBER 6, 2020

RESOLUTIONS | ACCOUNT CLOSURES

R 201006.1: Resolution to close dormant bank account. This was the old money market account. There is no activity in this account and we are being charged a dormancy fee. We have a different account now that earns more interest. The money will move to that new account.

R 201006.2: Resolution to close the Special Revenue Fund. This was for the Appearance Committee. There is no Appearance Committee or activity in this fund anymore. The money will move to the General Fund.

R 201006.3: Resolution to close the Patrick Avenue/Boiling Springs Elementary Project. There is no timeline for if or when this project will be completed. This will free up money for other projects.

R 201006.4: Resolution to close East College Avenue Project. There has been no activity in the project for years. This will free up money for other projects.

SUMMARY

Motion needed: Motion to approve the resolutions.

MATERIALS PROVIDED

- Resolution #R201006.1
- Resolution #R201006.2
- Resolution #R201006.3
- Resolution #R201006.4

**TOWN OF BOILING SPRINGS
RESOLUTION #R 201006.1**

Resolution to Close a Bank Account at Bank OZK

WHEREAS, Town of Boiling Springs holds several bank accounts at Bank OZK including ***6619 that is an old money market account with no activity, and;

WHEREAS, Bank OZK charges a dormant fee to accounts with no activity, and;

WHEREAS, NCGS Chapter 159-31 requires that the board to select the official depository.

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Boiling Springs authorizes the closure of Bank OZK Account ****619 and the remaining funds be transferred in full to Account *****0543.

This the 6th day of October, 2020.

Bill Ellis, Mayor

Attest:

Kim Greene, Town Clerk

TOWN OF BOILING SPRINGS
RESOLUTION #R 201006.2

Resolution to Close Fund #300 Appearance Committee

WHEREAS, Town of Boiling Springs Town Council Budget Ordinance Amendment #070625.1 established Fund 300, Appearance Committee for the purpose of fund raising for the Appearance Committee, and;

WHEREAS, this fund was used to record fund raising activity and to record expenses exclusively for the Appearance Committee, and;

WHEREAS, Governmental Accounting Standards Board (GASB) has issued an accounting standard GASB 54 in which each fund must be evaluated to determine that a significant amount of the revenue must be restricted and pass the Special Revenue Fund Calculation test:

$$\frac{\text{Restricted + Committed Revenues}}{\text{Total Resource Inflows}} = 20\% \text{ or Greater}$$

WHEREAS, the Appearance Committee does not pass the above test as the balance in the fund is \$1,376.82, with no current revenues, and;

WHEREAS, the Appearance Committee no longer exists as a committee for the Town of Boiling Springs.

NOW, THEREFORE BE IT RESOLVED, that Fund #300 Appearance Committee be closed and all remaining funds be transferred into #100 General Fund Unreserved Fund Balance, effective June 30, 2020.

This the 6th day of October, 2020.

Bill Ellis, Mayor

Attest:

Kim Greene, Town Clerk

TOWN OF BOILING SPRINGS
RESOLUTION #R 201006.3

Resolution to Close BSE Pedestrian Improvement Project

WHEREAS, Town of Boiling Springs Town Council Project Ordinance #160906.1 established the Boiling Springs Elementary Pedestrian Improvement Project, and;

WHEREAS, this project ordinance was used to establish the revenue and expenses for a sidewalk extension on Patrick Avenue, and;

WHEREAS, this project has stalled and there is no timeline to restart.

NOW, THEREFORE BE IT RESOLVED, that the Boiling Springs Elementary Pedestrian Improvement Project will be closed without completion upon adoption and approval and all remaining funds be transferred as follows:

General Fund Reserved for Powell Bill Fund Balance	\$ 51,579.67
Water Contracted Services	<u>40,000.00</u>
	<u>\$ 91,579.67</u>

This the 6th day of October, 2020.

Bill Ellis, Mayor

Attest:

Kim Greene, Town Clerk

TOWN OF BOILING SPRINGS
RESOLUTION #R 201006.4

Resolution to Close East College Avenue Sidewalk Project

WHEREAS, Town of Boiling Springs Town Council Project Ordinance #081202.1 established the East College Avenue Sidewalk Project, and;

WHEREAS, this project ordinance was used to establish the revenue and expenses for a sidewalk extension on the south side of East College Avenue, and;

WHEREAS, this project has stalled and there is no timeline to restart.

NOW, THEREFORE BE IT RESOLVED, that the East College Avenue Sidewalk will be closed without completion and all remaining funds be transferred into General Fund Reserved for Powell Bill Fund Balance, effective June 30, 2020.

This the 6th day of October, 2020.

Bill Ellis, Mayor

Attest:

Kim Greene, Town Clerk



Town of Boiling Springs

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TOWN COUNCIL AGENDA ITEM 10 OCTOBER 6, 2020

CAPITAL PROJECT AMENDMENT | #CP 201006.1

CP 201006.1: Capital Project Amendment for the Park Project. The project ordinance for this project included only the contractor's payouts. The engineering fees should also come from out of the project. Some expenses that could be considered not part of the project have been transferred to the operating budget for FY 2019-2020 but there is still a budget shortfall. This amendment will authorize these expenses so the project can be closed.

SUMMARY

Motion needed: Motion to approve Capital Project Amendment.

MATERIALS PROVIDED

- Capital Project Amendment #CP 201006.1

TOWN OF BOILING SPRINGS
CAPITAL PROJECT ORDINANCE AMENDMENT #CP 201006.1

WHEREAS, Town of Boiling Springs Town Council Capital Project Ordinance #181106.1 established the revenues and authorized expenditures for the Boiling Springs Town Park Project, and;

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Boiling Springs Town Park Project to budget for engineering fees, and;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Boiling Springs that the Capital Project Ordinance adopted on November, 11, 2018 be and is hereby amended as of June 30, 2020 as follows:

<u>Section 1.</u>	Revenues	<u>Increase</u>
	Transfer from unappropriated fund balance	<u>\$ 38,911.52</u>
<u>Section 2.</u>	Expenditures	<u>Increase</u>
	Town Park Project-engineering fees	<u>\$ 38,911.52</u>

This the 6th day of October, 2020.

Bill Ellis, Mayor

Attest:

Kim Greene, Town Clerk



Town of Boiling Springs

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

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TOWN COUNCIL

AGENDA ITEM 11

OCTOBER 6, 2020

APPOINTMENTS

Deputy Town Clerk Oath of Office:

The Town Manager appointed Shannon Shytle to serve as the Deputy Town clerk. The Deputy Town Clerk performs the duties of the Town Clerk in her absence. Shannon Shytle has served as the Administrative Assistant since 2019. This appointment would be in addition to her current duties. The attached oath of office should be administered.

Board of Planning and Adjustment Appointment:

Consider appointment to the Board of Planning and Adjustment. Wayne Johnson moved outside Town limits and is not eligible to serve as an inside member. The unexpired term ends on June 30, 2022. Staff has an application on file from Zach Parker who wishes to serve on the Planning Board.

SUMMARY

Action needed: Swear-in Deputy Clerk.

Motion needed: Motion to appoint a Planning Board member.

MATERIALS PROVIDED

- Oath of Office
- Board of Planning and Adjustment Roster
- Parker application under separate cover.



The Crossroads of Opportunity

TOWN OF BOILING SPRINGS | NC

OATH OF OFFICE

I, **Shannon Shytle**, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully discharge the duties of my office as the **Deputy Town Clerk** of the Town of Boiling Springs, so help me God.

Sworn this the 6th day of October, 2020.

Shannon Shytle

SEAL

Mayor Bill Ellis



TOWN OF BOILING SPRINGS | NC

BOARD OF PLANNING AND ADJUSTMENT

MEMBER	TERM	ORIGINAL APPOINTMENT	STATUS
Seth Phillips	07/01/20 to 06/30/23	07/01/2017	Inside
Vacant	07/01/19 to 6/30/22		Inside
J.T. Scruggs BOA	07/01/18 to 6/30/21	07/01/2009	Inside
Ellen Humphries Vice-Chair BOA	07/01/18 to 6/30/21	03/03/2015	Inside
Chris Martin	07/01/20 to 06/30/23	07/01/2017	Inside
Bill Daves BOA	07/01/20 to 6/30/23	08/02/2016	Inside
Alan McWhirter	07/01/19 to 06/30/22	08/02/2016	Inside
Buster Bryson	07/01/18 to 06/30/21	07/07/2015	ETJ
Pat Hamrick BOA	07/01/19 to 06/30/22	07/07/2015	ETJ



Town of Boiling Springs

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TOWN COUNCIL COUNCIL/MANAGER REPORTS

OCTOBER 6, 2020

TOWN MANAGER | LUCAS SHIRES

TOWN ATTORNEY | JOHN SCHWEPPE III

COUNCILMEMBER TOMMY GREENE

COUNCILMEMBER MARY RUTH DIXON

COUNCILMEMBER MARTY THOMAS

COUNCILMEMBER DANIEL THOMAS

COUNCILMEMBER PATRICK LITTON

MAYOR BILL ELLIS