



**Access for the Electronic Meeting**

**Via phone:** 1-646-558-8656

**Via web:**

<https://zoom.us/j/97040963672?pwd=LzhJV2tnYXpFVitoeFFQb2RSK2UxUT09>

**Via Zoom App:**

**Meeting ID:** 970 4096 3672

**Password:** 025463

**October 12, 2020**

Stallings Town Hall

315 Stallings Road

Stallings, NC 28104

704-821-8557

[www.stallingsnc.org](http://www.stallingsnc.org)

**Town Council Agenda**

|    | Time      | Item  | Presenter   | Action Requested/Next Step   |
|----|-----------|---|---|--|
|    | 7:00 p.m. | Invocation<br>Pledge of Allegiance<br>Call the Meeting to Order   | Wyatt Dunn,<br>Mayor  | NA   |
|    | 7:05 p.m. | Public Comment  | Wyatt Dunn,<br>Mayor  | NA   |
| 1. | 7:15 p.m. | Consent Agenda Approval<br>A. Minutes from the following meetings:<br>(1) 07-13-2020<br>(2) 08-10-2020 – special<br>(3) 08-10-2020 – closed<br>(4) 08-10-2020<br>B. Tow Fee Schedule Update<br>(1) Wrecker Services Agreement<br>(2) Fee Schedule<br>(3) Contractor Checklist | Wyatt Dunn,<br>Mayor  | Approve Consent Agenda<br><i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i><br><br><b>Motion:</b> I make the motion to:<br>1) Approve the Consent Agenda as presented; or<br>2) Approve the Consent Agenda with the following changes: _____. |
| 2. | 7:17 p.m. | Reports<br>A. Report from Mayor<br>B. Report from Council Members/Town Committees<br>C. Report from Town Manager/Town Departments   | Council and Staff   | NA   |
| 3. | 7:40 p.m. | Agenda Approval   | Wyatt Dunn,<br>Mayor  | Approve agenda as written.<br><i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i><br><br><b>Motion:</b> I make the motion to:<br>1) Approve the Agenda as presented; or<br>2) Approve the Agenda with the following changes: _____.   |
| 4. | 7:45 p.m. | Open Space/Green Space Strategies ( <i>Martin</i> )<br><i>(Continued from 09-28-2020)</i>   | John Martin,<br>Council Member<br><br>Lynne Hair,<br>Town Planner | Discussion and possible action.  |

|    |           |   |   |                                |
|----|-----------|---|---|--------------------------------|
| 5. | 8:05 p.m. | <b>Quarterly Finance Report</b>                         | Marsha Gross,<br>Finance Officer            | Presentation and information   |
| 6. | 8:15 p.m. | <b>Downtown Committee Recap and Suggestions</b>         | Alex Sewell<br>Town Manager                 | Discussion and possible action |
| 7. | 8:30 p.m. | <b>Virtual vs. In-Person Meeting Options</b>            | Erinn Nichols,<br>Assistant Town<br>Manager | Discussion and possible action |
| 8. | 8:40 p.m. | <b>Closed Session pursuant to NCGS 143-318.11(a)(5)</b> | Wyatt Dunn,<br>Mayor                        | Go into closed session         |
| 9. | 8:50 p.m. | <b>Adjournment</b>                                      | Wyatt Dunn,<br>Mayor                        | Motion to adjourn              |

**MINUTES OF THE TOWN COUNCIL MEETING  
OF THE  
TOWN OF STALLINGS, NORTH CAROLINA**

The Town Council of the Town of Stallings met for a meeting on July 13, 2020, at 7:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/97496748872?pwd=cDBPOGNkY2Z5YzVXbEtwM01sUzhCdz09>), or the Zoom app (Meeting ID: 974 9674 8872; Password: 594554).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Marsha Gross, Finance Officer; Lynne Hair, Town Planner; Chris Easterly, Town Engineer; Police Chief Dennis Franks; Ashley Platts, Parks and Recreation Director; Melanie Cox, Town Attorney, and Mac McCarley, Planning and Zoning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and delivered the invocation. Mayor Wyatt Dunn then led the Pledge of Allegiance and called the meeting to order.

Public Comments

No one was logged onto the meeting who wanted to give public comment.

1. Consent Agenda Approval

A. Minutes from the following meetings:

- (1) 05-04-2020 – special
- (2) 05-11-2020 – special
- (3) 05-11-2020
- (4) 05-26-2020
- (5) 06-08-2020

Council Member Paxton made the motion to approve the Consent Agenda as presented. The motion was seconded by Council Member Richardson and passed unanimously by the Council.

2. Reports

Mayor Dunn reminded all that the Council could not vote on the items on the Agenda which had public hearings due to the 24-hour public comment NC law for virtual meetings which allowed the public

to submit comments on the hearing up to 24 hours following the public hearing. He also reported that Stallings was ranked number 21 in the country in a poll of the best places to raise a family.

Council Members Paxton, Scholl, Grooms, and Richardson had no reports.

Council Member Martin reminded all that Union County was looking for feedback on its proposed 2050 plan.

Council Member Ayers reported that the Transit Center was looking for feedback on the silver line through Stallings. He also reported that he was working with the Town Manager on feedback communication on smaller items.

Town Manager Sewell requested to move his report until later in the meeting.

### 3. Agenda Approval

Mayor Dunn requested moving Agenda Item 6, *Stallings Noise Ordinance Amendment*, to Agenda Item 7, *Development Ordinance Amendments*, and visa versa. Town Manager Sewell requested the *Staff Report* be added as Agenda Item 7.A.

Council Member Richardson made the motion to approve the Agenda as amended above. The motion was passed unanimously after a second from Council Member Ayers.

### 4. CZ20.02.01 - Courtyards at Weddington Road

Mayor Dunn opened the public hearing. Town Planner Hair explained this was a request to amend condition #8 of the original zoning approval requiring an alternate emergency exit for the project for the Courtyards at Weddington Road. The applicant was the Homeowners Association for the Courtyards at Weddington Road. The staff report for CZ20.02.01 - Courtyards at Weddington Road is attached to these minutes and therefore incorporated herein. The Planning Board recommended unanimous approval of the request.

The applicant presented the Council with information about the request. This presentation is attached to these minutes and therefore incorporated herein. It was noted that all residents who voted on the issue (29 out of 33) voted in favor of this amendment.

Mayor Dunn closed the public hearing and reminded all that the Council vote on this item would be held at the August 10, 2020 regular Council Meeting.

5. DA19.03.03 - Broadstreet Homes, Inc./Stallings Elementary Subdivision.

Mayor Dunn opened the public hearing. Town Planner Hair explained this was a request to approve the Development Agreement for a 40-lot single family subdivision located on Stallings Road on parcels #07099049, 07099050, 07099051, 07099052, 07099053, 07099054. The staff report for DA19.03.03 - Broadstreet Homes, Inc./Stallings Elementary Subdivision is attached to these minutes and therefore incorporated herein. The fee in lieu of parklands would be required on this project. The Planning Board recommended approval of the request.

The applicant, Chris Hanson and Mason Green, representing Broadstreet Homes was present for any questions from the Council. After some Council discussion on home sizes and layout, turn lanes into the development, Mayor Dunn closed the public hearing and reminded all that the Council vote on this item would be held at the August 10, 2020 regular Council Meeting.

6. Development Ordinance Amendments

*Original Agenda Item 7*

Town Planner Hair explained that small sub-groups of Council had reviewed two of the Small Area Plans (SAPs): Idlewild SAP; and the Monroe SAP. These subgroups had suggested several proposed text amendments to address density and other issues with these plans. The subgroups requested staff: 1) Amend Development Ordinance to remove language linking the ordinance to SAPs; 2) change Development Agreement requirements to apply only to large projects; 3) create a process for Conditional Zonings similar to the Development Agreement process where the subcommittee review was required; 4) Create a process where the CLUP and SAP were being amended during the rezoning (CZ) process; 5) review Table of Uses and make Townhomes and other identified uses a conditional zoning; and 6) amend Idlewild SAP to Show Single Family Residential where adjacent to Shannamara. Planning and Zoning Attorney Mac McCarley had reviewed all the proposed changes. Ms. Hair's presentation outlining all the specifics of the changes is attached to these minutes and therefore incorporated herein.

Council Member Richardson made the motion to have the proposed ordinance amendments be forwarded to the Planning Board for consideration, that did not include the Small Area Plans visions. The motion was seconded by Council Member Grooms and received Council's unanimous support.

7. Stallings Noise Ordinance Amendment

*Original Agenda Item 6*

Town Manager Sewell reminded Council that at its last meeting, the Council directed staff to draft an amendment to the Stallings Noise Ordinance that would allow golf course maintenance start time from 13536

5:30 a.m. to 6:00 a.m. unless there was a tournament or special golf events or maintenance was occurring 300 ft. away from a residence. Turf fans were an exception to the start times and could operate any time. The amended language did not have objections from the golf courses.

After brief Council discussion, Council Member Richardson made a motion to approve the Stallings Noise Ordinance Amendment as presented. The motion was passed unanimously by Council after a second from Council Member Scholl. The Stallings Noise Ordinance Amendment is attached to these minutes and therefore incorporated herein.

7.A. Staff Report

*This item was moved to Agenda Item 10.A.*

8. Police Department Items (Franks)

A. Reorganization of Department

Chief Franks explained he was requesting Council to approve a lieutenant job description in order to fill the void of some management level absences. The shift was result in zero cost.

Council Member Martin made the motion to approve the reorganizational changes of the Police Department and the job descriptions as presented by Council. The motion was seconded by Council Member Scholl and passed unanimously by Council.

B. Capt. Harrington Ceremonial Sale of Service Weapon

Chief Franks explained to Council that Capt. Tim Harrington had retired as of June 30, 2020, after 32 years in the police force and was one of the original members of the Stallings Police Department. Chief Franks requested the ceremonial sale of Capt. Harrington's service weapon to him for the cost of \$1, as allowed by the NC General Statutes. Council Member Martin made the motion to sale Capt. Harrington his service weapon for the cost of \$1 and Council Member Ayers seconded that motion. Council approved the motion unanimously.

9. Union County 2050 Planning Summit Council Delegate

Town Manager Sewell explained that Union County had requested each municipality delegate an elected official to be a part of the Union County 2050 Planning Summit.

Council held consensus to have both Council Members Martin and Scholl to serve as Stallings Elected Delegate for the Union County 2050 Planning Summit.

## 10. Amended Budget Ordinance 1 – Monument Signage

Finance Officer Gross explained this budget amendment was requested by Council at its last meeting to allow for \$50,000 in the 2020-21 Budget for monument signage. Council Member Ayers made the motion to approve the *Amended Budget Ordinance 1 – Monument Signage* to which Council Member Scholl seconded. The motion was passed unanimously by Council.

The *Amended Budget Ordinance 1 – Monument Signage* is attached to these minutes and therefore incorporated herein.

### 10.A. Staff Report

#### *Original Agenda Item 7*

Town Manager Sewell introduced Assistant Town Manager Nichols for information on furniture needs for the Town Hall Second Floor Renovations. Assistant Town Manager Nichols explained to the Council that staff was able to piece furniture together from four different vendors that would result in a significant decrease in the cost of acquiring the furniture needed. Staff requested \$19,000 to purchase the various furniture pieces needed in the new spaces, noting that existing spaces would be utilizing existing furniture. Council Member Scholl made the motion to approve a budget of \$20,000 to purchase the necessary furniture pieces for the second-floor renovations. The motion was seconded by Council Member Paxton and passed unanimously.

Parks and Recreation Director Ashley Platts requested the Council give its recommendation on holding Stallings Fest for 2020. Currently, the Parks and Recreation Department was following the state guidelines regarding keeping playgrounds closed at that time. After Council discussion, Council held consensus to cancel Stallings Fest for 2020. It also held consensus to keep the splash pad in the Stallings Municipal Park closed for the remainder of 2020.

Town Manager Sewell informed the Council that the state of NC received approximately \$300 million through the CARES Act from the federal government to assist with COVID-19 related expenses. Union County received approximately \$8.8 million and was mandated to distribute 25% of those funds to municipalities. Assistant Town Manager Nichols and Parks and Recreation Director Platts were working on the grant application for Union County.

Mr. Sewell also reminded the Council that NCDOT was not in consensus with the Council regarding the design of the Idlewild Road Corridor Project. Mr. Sewell recommended the Council begin that discussion on the project again so that when NCDOT projects were no longer suspended, a resolution could be reached.

11. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 9:25 p.m.

Approved on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Wyatt Dunn, Mayor

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC

DRAFT

**MINUTES OF A SPECIAL TOWN COUNCIL MEETING  
OF THE  
TOWN OF STALLINGS, NORTH CAROLINA**

The Town Council of the Town of Stallings met for a meeting on August 10, 2020, at 6:30 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/92222654023?pwd=UnpKVDUyZ0h6VWVPazh3Y21hOTdzZz09>), or the Zoom app (Meeting ID: 922 2265 4023; Password: 714230).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; and Karen Williams, Human Resources Director.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session pursuant to NCGS143-318.11(a)(3) and (6)

Council Member Scholl made the motion to go into closed session pursuant to NCGS143-318.11(a)(3) and (6). The motion was seconded by Council Member Ayers and passed unanimously by the Council.

*Council went into closed session and reconvened in open session at approximately 6:54 p.m.*

3. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Paxton, and the motion received unanimous support. The meeting was adjourned at 6:55 p.m.

Approved on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Wyatt Dunn, Mayor

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC

**MINUTES OF THE TOWN COUNCIL MEETING  
OF THE  
TOWN OF STALLINGS, NORTH CAROLINA**

The Town Council of the Town of Stallings met for a meeting on August 10, 2020, at 7:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/98986345079?pwd=UkMvaDkvaTRZM3cwTDdvUTlvdnJEdz09>), or the Zoom app (Meeting ID: 989 8634 5079; Password: 590895).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Marsha Gross, Finance Officer; Lynne Hair, Town Planner; Chris Easterly, Town Engineer; Ashley Platts, Parks and Recreation Director; Melanie Cox, Town Attorney, and Mac McCarley, Planning and Zoning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and Council Member Ayers delivered the invocation. Mayor Dunn then led the Pledge of Allegiance and called the meeting to order.

Public Comments

No one joined the meeting who wanted to give public comment.

1. Approval of Consent Agenda Items

A. Minutes of the following meetings:

(1) 06-22-2020

B. 2020-2021 Amended Budget Ordinances:

(1) ABO1 – Amendment for Monument Signage

(2) ABO2 – PD Body Cameras and In-Car Cameras

(3) PD Body Cameras and In-Car Cameras Contract

Council Member Paxton made the motion to approve the Consent Agenda Items as presented with a slight change to the spelling of a name in the 06-22-2020 minutes. The motion was seconded by Council Member Ayers which passed unanimously by Council. ABO1 – Amendment for Monument Signage and ABO2 – PD Body Cameras and In-Car Cameras is attached to these minutes and therefore incorporated herein.

## 2. Reports

### A. Report from the Mayor

Mayor Dunn reported that he was pleased at the level of renovations when he visited Town Hall.

### B. Reports from Council Members/Town Committees

Council Member Martin reported he attended the 2050 Union County Comprehensive Land Use Plan and a water/sewer discussion for western Union County. Most growth in Union County was along the Mecklenburg County border. Homes at \$350,000 and lower were considered affordable housing. Union County Commissioners were looking at what would need to happen to require municipalities to pay for water/sewer connections.

Council Member Scholl reported that the Divide Golf Course was closed until Labor Day to replace the greens.

Council Member Paxton reported that NCDOT would be speaking about its project schedule at its September 15 meeting.

Council Member Grooms had no report.

Council Member Ayers commended staff for completion of many projects and the Parks and Recreation Department for continuing to engage the community despite COVID.

Council Member Richardson thanked Chief Franks for handling the traffic due to the Chestnut Roundabout construction.

### C. Report from Town Manager/Town Departments

Town Manager Sewell reported on three items:

- CATS Light Rail Alignment – Jason Lawrence presented on update on the Silver Line alignment options. This presentation is attached to these minutes and therefore incorporated herein.
- CARES Act Update – Town Manager Sewell reported that the Town had submitted a request for \$960,749 for COVID reimbursement. The county would be allocating the funds in the upcoming weeks.
- Greenway and Parks and Recreation Update – Parks and Recreation Director Platts reported that the Greenway Consultant would give the Council an update at the next regularly schedule meeting regarding trail alignment and easement agreements. Ms.

Platts also reported that the Parks and Recreation has had a variety of programs even through COVID.

3. Agenda Approval

Town Manager Sewell requested to remove Agenda Item 5, *CZ20.06.02 – True Homes*, from the Agenda at the request of the applicant. It was also requested to move Agenda Item 10, *Idlewild Small Area Plan (Recessed from 07-13-2020)*, to Agenda Item 8.A.

Council Member Scholl made the motion to approve the Agenda with the above noted changes. The motion was seconded by Council Member Grooms and passed unanimously by Council.

4. CZ20.06.01 – Sherin Ln.

Mayor Dunn opened the public hearing. Town Planner explained this was a request for consideration of a conditional zoning from Liquid Management to allow the subject property to be used for warehousing with outside storage. A gravel lot was also requested. The property address was 100 Sherin Lane and the current zoning was C-74. The site was 3.5 acres. The use was not consistent with the Town's Land Use Plan and had been issued code violations for conditions on the site. The Staff Zoning presentation on this item is attached to these minutes and therefore incorporated herein.

Matthew Kirchner (Eagle Engineering), MacKenzie Moser, and Tom Crouch were online for the meeting call representing the applicant. The applicant's presentation is attached to these minutes and therefore incorporated herein.

Council discussed the item with the applicant. There was no one joining the meeting who wished to give public comment on this item. Mayor Dunn closed the public meeting. Council would vote on the item at its next meeting.

5. CZ20.06.02 – True Homes

*This item was removed from the Agenda.*

6. TX20.06.01 – Orissa Holdings

Mayor Dunn opened the public hearing. Town Planner Hair explained this was a request by Orissa Holdings to amend the development ordinance for the height for attached single family from 25' to 45' for properties located within the Monroe Bypass Small Area Plan. The Staff Zoning presentation on this item is attached to these minutes and therefore incorporated herein.

Applicant Chris Hanson with presented Council with information regarding the request noting it would be comprised of 92 total units with two-car garages. This presentation is attached to these minutes and therefore incorporated herein.

Council discussed the item with the applicant. There was no one joining the meeting who wished to give public comment. Mayor Dunn closed the public meeting. Council would vote on the item at its next meeting.

7. Development Ordinance Amendments & Policies (Recommended by SAP Subcommittees)

Mayor Dunn opened the public hearing for all of these items associated with Agenda Item 7.

Town Planner Hair reported that the Planning Board recommended approval of all the following text amendments.

A. TX20.06.02

Town Planner Hair explained this was a Text Amendment to amend the Development Ordinance to remove language linking the Ordinance to Small Area Plans.

Robert Ragon, 5000 Cinnamon Drive, stated that he was concerned with removing the language because he felt that without the language to tie the ordinance and the small area plans, it would be a free fall for developers and no reason to deny a project.

B. TX20.06.03

Town Planner Hair explained this was a text amendment to change Development Agreement requirements to apply only to large projects, 25 acres or more in size. Council discussed the proposed change.

Robert Ragon, 5000 Cinnamon Drive, was concerned with giving up 25 acres and did not feel it was good practice.

C. TX20.06.04

Town Planner Hair explained this was a text amendment to create a process where the Comprehensive Land Use Plan and Small Area Plans were amended as a rezoning (CZ) process.

Robert Ragon, 5000 Cinnamon Drive, felt this made the Council think about approving CZs that were consistent with the CLUP.

D. TX20.06.05

Town Planner Hair explained this was a text amendment amend the Table of Uses and make Townhomes and other identified uses within the MU-1 and MU-2 districts conditional zoning (CZ).

There was no one joining the meeting who gave public comment for this item.

E. Conditional Zoning Subcommittee Policy

Town Planner Hair explained the Council had requested staff include the subcommittee process within the conditional zoning process. The recommended policy is attached to these minutes and therefore incorporated herein.

Mayor Dunn closed the public hearing. Council would vote on the items associated with Agenda Item 7 at its next meeting.

*Clerk's Note: The Council took a short recess at 9:23 p.m. and reconvened at 9:28 p.m.*

The Mayor called a special meeting for Monday, August 24 at 6:30 p.m. for the Council to vote on the items discussed during this meeting which accompanied public hearings.

8. CZ20.02.01 - Courtyards at Weddington Road (Recessed from 07-13-2020)

Town Planner Hair reminded the Council this was a request from Courtyards at Weddington Road HOA to amend Condition #8 of the original zoning approval which required an alternate emergency exit for the project, and having that condition removed.

Council Member Richardson made the motion to approve CZ20.02.01 – Courtyards at Weddington HOA. The motion was seconded by Council Member Scholl and passed unanimously by Council. The Ordinance Amending the Stallings Development Ordinance - CZ20.02.01 is attached to these minutes and therefore incorporated herein.

8.A. Idlewild Small Area Plan (Recessed from 07-13-2020)

*Original Agenda Item 10*

Town Planner Hair reminded the Council the Idlewild Small Area Plan (SAP) Subcommittee recommended change to the Idlewild SAP which would reflect single family residential where adjacent to Shannamara and include a 100 ft. buffer.

Council Member Scholl made the motion to approve the Amendment to the Idlewild SAP to show single family residential where adjacent to Shannamara and include a 100 ft. buffer. Council

Member Grooms seconded the motion. The motion was passed by a 5 to 1 vote with Council Member Martin opposing.

*Clerk's Note: Town Attorney McCarley left the meeting and Town Attorney Cox joined the meeting at approximately 9:42 p.m.*

9. DA19.03.03 - Broadstreet Homes, Inc./Stallings Elementary Subdivision (Recessed from 07-13-2020)

Town Planner Hair reminded the Council this item was a request to approve the Development Agreement for a 40-lot single family subdivision located on Stallings Road in parcels #07099049, 07099050, 07099051, 07099052, 07099053, 07099054. Council discussed the agreement and received explanation regarding a Stallings Road buffer by the applicant attorney, Chris Hanson.

Council Member Martin made the motion to approve the DA19.03.03 - Broadstreet Homes, Inc./Stallings Elementary Subdivision contingent upon language added that at least a 6' privacy fence be installed at the homes along Stallings Road and maintained by the homeowners association in same color, size, and material and be installed within 30 days of occupancy. The motion was seconded by Council Member Grooms and passed unanimously.

10. Idlewild Small Area Plan (Recessed from 07-13-2020)

*This item was moved to Agenda Item 8.A.*

11. Waste Connections (Martin)

Council Member Martin voiced a concern to the Council that the north part of Stallings seemed to have repeated issues with misses of waste collection. Assistant Town Manager Nichols explained there had been significant improvement since new management had been put in place for Waste Connections. Tim Fadul with Waste Connections was present at the meeting and explained to the Council another truck had been added to that route and changed the routes so that the northern part of Town had earlier pick-ups.

12. Western Union County Municipalities Alliance (Paxton)

Council Member Paxton explained this was a request to adopt a resolution to approve an alliance with Marvin, Wesley Chapel, Mineral Springs, and Weddington known as the Western Union County Municipalities Alliance. The alliance started primarily with ETJ concerns however it evolved into

larger collaboration with land use, transportation, and economic development as well as ETJ's. The alliance had no fee involved and was considering monthly meetings.

Council Member Paxton made a motion to approve the Resolution Approving the Alliance with the Western Union County Municipalities Alliance and enter into the interlocal agreement with the Western Union County Municipalities Alliance. Council Member Richardson seconded the motion to which the Council approved unanimously. The Resolution Approving the Alliance with the Western Union County Municipalities Alliance is attached to these minutes and therefore incorporated herein.

The Mayor was approved as the default delegate to the Western Union County Municipalities Alliance and Council Member Ayers was approved as the alternate delegate.

13. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Richardson, and the motion received unanimous support. The meeting was adjourned at 10:15 p.m.

Approved on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Wyatt Dunn, Mayor

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC



# MEMO



To: Alex Sewell, Town Manager  
From: Dennis Franks, Chief of Police  
Date: September 29, 2020  
RE: Wrecker fee services agreement/fee schedule

The Stallings Police Department (SPD) utilizes towing services for vehicles that are involved in traffic accidents or are disabled and present a traffic hazard if left on the roadway. If the vehicle owner or authorized driver is present and a tow truck is needed that person is asked if they have a tow company preference. If they have no preference, then the SPD will have a tow truck called from our list of rotational tow companies. This list is kept at CCOM as they are our point of contact for notifying tow companies. This list of tow trucks is rotated through so all companies who have been approved as a rotational tow company have a fair opportunity to get called for service.

Since beginning with the SPD I have received three complaints regarding tow companies allegedly overcharging for towing services. One complaint did not give the name of the tow company but stated that they had been told about a tow company overcharging for rotational towing services. The other two complaints were both second hand, informal complaints just wanting to make the SPD aware of some tow companies overcharging for towing services.

I then began to review or rotational tow requirements and fee schedule. I was able to determine that the SPD does not currently have a fee schedule for rotational towing services. This fee schedule is what dictates what a rotational tow is able to charge a customer. The SPD then reached out to surrounding agencies to determine what they were allowing to be charged for towing. No department in Union County currently had a fee schedule set for rotational towing but are in process of creating said schedule. I then reached out to our Mecklenburg County colleagues and was able to obtain samples from Matthews PD and Mint Hill PD.

With the assistance of Melanie Cox, Town Attorney we have put together and vetted and updated “Wrecker Services Agreement.” This agreement includes a fee schedule and an “Independent contractor vs. Employee checklist.” All of these documents are attached as appendices I, II, and III.

I am respectfully requesting that the Stallings Town Council approve the wrecker services agreement, the fee schedule, and contractor checklist. I am also requesting that the wrecker fee schedule be incorporated into the Town’s current fee schedule.

Appendix I  
**WRECKER SERVICES AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Town of Stallings, North Carolina, (hereinafter referred to as “Town”), and \_\_\_\_\_, (hereinafter referred to as “Wrecker Service”) whereby Wrecker Service shall provide services as outlined below.

**Section 1. Services to be Performed.** Said Wrecker Service shall provide towing services as required for wrecked, abandoned or nuisance vehicles, as requested by the Stallings Police Department or other authorized personnel. For junked motor vehicles, the procedures in NCGS 160A-303 and Chapter 90 of Stallings Town Ordinance must be followed. Towing services shall be divided equally among all wrecker services holding service agreements with the Town. It shall be understood any accident where the driver of the disabled vehicle has a preference on which wrecker service they want, the rotation list is not used. The rotation shall continue with the next service on the list with the next required tow. “Towing services” for the purpose of this Agreement include the following services:

a. **Tow All.** Wrecker Service shall accept all tows, excluding derelict vehicles.

b. **Clean Up.** Wrecker Service shall be responsible for scene clean up, which includes but not limited to removing glass, auto parts, spills, or any other debris that is from the scene of the accident.

c. **Response Time.** The Wrecker Service shall arrive at the scene of 90% of all calls for service within twenty (20) minutes of the time the Wrecker Service is notified. Failure of the Wrecker Service to arrive on the scene within the time period on three (3) occasions shall cause it to be dropped from the rotation list until such time it can provide satisfactory proof to the Stallings Chief of Police of why the service should be reinstated. Reinstatement shall be decided by the Stallings Chief of Police.

d. **Impoundment Services and Facilities.** The Wrecker Service’s operational and storage facilities shall be located within five (5) miles of the Stallings Town Hall.

The Wrecker Service shall maintain an adequate lot for storage of towed vehicles, and vault, safe or secured room to safeguard the valuables that may be contained in the towed vehicle. The storage garage or lot shall be adjacent to the business officer of the Wrecker Service and shall have only one (1) common entrance and one (1) common exit that may or may not be combined. The operator of such lot or garage shall keep such entrances and exits properly attended or locked at all times during the period the private lot or garage is in operation. Except for places of entrance and exit, every Wrecker Service lots shall be completely enclosed by barriers, constructed and maintained so as to reasonably prevent unauthorized entrance into such private lot or garage, such barrier consisting of either a properly secured building or six (6) foot chain-link fence of heavy industrial weight, plus an additional one (1) foot above the chain-link fence consisting of barbed wire. When such private lot abuts on a building, such fencing shall not be required on the building side. The lot shall be lighted during hours of darkness and with sufficient light to allow the operator to observe all areas of the lot and to reasonably deter unauthorized persons.

e. **Weight Limit.** Only wreckers that can handle up to 80,000 lbs. will be called to tow larger trucks (loaded trucks, 18 wheelers, farm equipment, etc.). This may result in calling a service outside of the rotation list. The rotation schedule shall resume to the previous rotation with the next required tow.

**Section 2. Eligibility.** The Wrecker Service shall provide a list of drivers to the Town with this service agreement. The list shall contain the name and driver's license number of the driver so that background checks may be run. Wrecker Service drivers shall possess a valid driver's license, which is appropriate for the weight class wrecker that they are operating and have no felony conviction. It shall be the responsibility of the

Wrecker Service to notify the Town within 48 hours if a driver is added or removed from

the list of drivers. Any drivers not on the list provided by the Wrecker Service shall not

be allowed to handle the incident and the next wrecker service on the rotation list will be contacted to handle it. A rotation wrecker service shall possess all state and local occupational license required.

**Section 3. Equipment.** The Wrecker Service shall have adequate equipment maintained in excellent condition as follows:

- a. Two 10,000 GVW wreckers, each having a winching capacity of at least 8,000 pounds and 100 feet of 3/8" winching cable.
- b. Equipment capable of transporting motorcycles in vertical position.
- c. Three sets of Class A signals per vehicle (large turn and stop signals) two in front of the vehicle, two in the rear, and two on the highest point of the vehicle.
- d. A licensed two-way radio per vehicle or cell phone.
- e. A revolving amber light visible up to 500 feet and two white sealed beam spotlights per vehicle.
- f. Two rollback automobile carrier capable of hauling vehicles that cannot be towed.
- g. Two dollies, one on each wrecker at all times.
- h. The, following additional equipment per wrecker:
  1. Six 20-minute flares
  2. One 10-pound ABC dry chemical fire extinguisher
  3. Tools for unlocking locked cars
  4. 25 feet of tie rope
  5. A broom, dustpan, and refuse container
  6. A shovel and sand and an axe
  7. A tarp or canvas cover large enough to cover a vehicle

**Section 4. Availability.** A wrecker and driver shall be available seven days a week, 24 hours a day, including all holidays for tows.

**Section 5. Fees for Services.** The maximum fees for performing services described in this Agreement shall be in accordance with the Fee Schedule as set forth in Appendix 1 of this agreement. No other or additional fees shall be charged unless approved by the Town. If the fee schedule is amended by the Town during the existence of this agreement, the Town of Stallings shall forward to the Wrecker Services the new fee schedule within ten (10) days of its adoption

**Section 6. Term of Agreement.** This Agreement shall be for a term of three (3) years. The Wrecker Service shall not assign any part of this agreement to another party.

**Section 7. Amendments.** Any substantial amendments affecting the scope of work or the length of the Agreement shall require approval of the Town Manager.

**Section 8. Suspension.** Temporary and immediate suspension of towing privileges shall result upon a signed complaint or allegation of criminal misconduct involving theft, assault or mortal turpitude, until an investigation is completed. Court convictions involving theft, assault or moral turpitude may result in the immediate revocation of towing privileges for the Town. These restrictions shall apply to the owner, operator, and/or driver(s) of the Wrecker Service. Decisions regarding the suspension and/or revocation of towing privileges shall rest with the authority of the Stallings Chief of Police. A Wrecker Service may request an opportunity to answer any allegation; however criminal backgrounds shall stand as a codified reason for the removal of the Wrecker Service.

**Section 9. Compensation.** No compensation shall be charged to the Town of Stallings, or its agents for services provided by referral under this Agreement.

**Section 10. Notices.** Any notice or other communication contemplated by this Agreement shall be sent to the intended recipient at the address set forth below:

Dennis W. Franks  
Chief of Police  
Stallings Police Department  
315 Stallings Road  
Stallings, North Carolina 28104

Wrecker Service Name  
Address

**Section 11. Insurance.** Each Wrecker Service shall procure and cause to remain in affect for the term of this Agreement Commercial Automobile Coverage or A Garage Liability policy which shall include on-hook tow insurance (covers damages caused by towed vehicle if it comes loose while being towed). The limits of said insurance shall be at least \$1,000,000.00 per aggregate occurrence. The insurance carrier providing this coverage must be licensed to do business in the state of North Carolina and carry an A. M. Best rating of A- or better.

Each Wrecker Service shall procure and cause to remain in affect a garage keeper's legal liability policy covering fire, theft, windstorm, and explosion in the minimum amount of one hundred thousand dollars

(\$100,000) with each accident deemed a separate claim. The insurance carrier providing this coverage must be licensed to do business in the state of North Carolina and carry an A. M. Best rating of A- or better.

Each Wrecker Service shall procure and cause to remain in affect such insurance as will protect it from claims under the North Carolina Worker's Compensation Act. This amount shall be in accordance with the statutory limits. The insurance carrier providing this coverage must be licensed to do business in the state of North Carolina and carry an A. M. Best rating of A- or better.

A Certificate of Insurance covering all policies shall be required when executing this agreement naming the Town of Stallings as an additional insured. All required certificates shall bear an authorized representative's original signature. Ten (10) days prior to any material change or cancellation of the policies required herein, written notice of such change or cancellation shall be given to the Town by the insurance carrier for the Wrecker Service. In the event Wrecker Service receives notice of any material change or cancellation of the policies required pursuant to this Agreement, Wrecker Service shall immediately cease performance of all services and shall provide notice to the Town within twenty-four (24) hours.

**Section 12. Incorporation of Federal/State Laws and Regulation.** In performing the services hereunder, Wrecker Service shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work and this Agreement.

**Section 13. Town's Right to Terminate.** The Town reserves the right to terminate this Agreement by giving at least five days' prior written notice to the Wrecker Service, without prejudice to any other rights or remedies of the Town for the following reasons:

- A. **Insufficient Financial Resources.** The Town may terminate this agreement if the Wrecker Service is adjudged bankrupt, or if the Wrecker Service shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Wrecker Service or for any of its property, or if the Wrecker Service should refuse or fail to make prompt payment to any person supplying wrecker service for materials for the work under this Agreement.
- B. **Failure to Carry Out Work.** The Town may terminate this Agreement if the Wrecker Service persistently disregards the instructions of the SPD, or fails to observe or perform any provision of this Agreement.
- C. **In Accordance with Provisions of Section 8.** Termination of this Agreement may Occur at any time in accordance with the suspension and termination provision as provided in Section 8 of this Agreement.
- D. **For Convenience.** The Town may at any time upon five (5) days notice to Wrecker Service specifying the effective date of termination, terminate this Agreement, in whole or in part.

**Section 14. Wrecker Service's Right to Terminate.** The Wrecker Service may at any upon ten (10) days' prior written notice to Town specifying the effective date of termination, terminate this Agreement, in whole or in part.

**Section 15. Waiver.** Waiver by the Town of any term, covenant or condition hereof shall not operate as a waiver or any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the Town, and forbearance or indulgence by the Town in any regard whatsoever shall not constitute a waiver of same to be performed by Wrecker Service to which the same may apply and, until complete performance by Wrecker Service of the term, covenant or condition. Town shall be entitled to invoke any remedy available to it under this Agreement.

**Section 16. Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement shall be waived, modified, or amended except in writing signed by the Town.

**Section 17. Discrimination.** The Wrecker Service shall agree to abide by Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following: The Wrecker Service will not discriminate against any employee or applicant for employment because of race, color, religion, and sex or nation origin.

**Section 18. Conflicts of Interest.** Wrecker Service certifies that no officer or employee of Town has, or will have, a direct or indirect financial interest in this Agreement, and that no Officer or employee of Town, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement concerning employment to perform services on behalf of Wrecker Service in this Agreement.

**Section 19. Indemnification.** The Wrecker Service does hereby covenants and agrees that it shall indemnify and hold harmless the Town from and against any all damage, including injury to persons or damages to property, expenses or other liability which may result from, arise out of or be brought by reason of the performance of the Wrecker Service of its obligations and duties under this Agreement. Wrecker Service further agrees to pay such claims and defend any lawsuits which may be brought against the Town, its officers and employees, by reason of the performance by the Wrecker Service of its obligations and duties under this Agreement.

**Section 20. Reports.** Wrecker Service shall provide to the Town detailed reports of services provided upon request.

**Section 21. Independent Contractor.** Wrecker Service shall be an independent contractor in all its activities pursuant to this Agreement. Neither Wrecker Service nor any of its employees are to be considered Town's employee or agent for any purposes including, but not limited to, the accrual of any employee benefits. Wrecker Service is not authorized to represent Town or otherwise bind Town in any dealings between Wrecker Service and third parties. Any employees furnished by Wrecker Service under this Agreement shall be deemed to be Wrecker Service's employee exclusively.

The *Independent Contractor vs. Employee Checklist* (see Appendix 3) must be completed by all entities entering into this agreement.

**Section 22. E-Verify Compliance** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Town shall comply with North Carolina General Statute §160A-169.1 (E-Verify). The Parties agree to provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

**Section 23. Iran Divestment Act Certification.** As of the date listed below, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes.

SO, AGREED

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Dennis W. Franks  
Chief of Police  
Stallings Police Department

\_\_\_\_\_

Wrecker Service Name

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, \_\_\_\_\_, a Notary Public of said County and State do hereby certify that Dennis W. Franks, and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Wrecker Services Agreement.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Public

(SEAL)

Appendix II  
TOWN OF STALLINGS

**WRECKER SERVICE FEE SCHEDULE**

Effective \_\_\_\_\_, 20\_\_, the following shall be the maximum fees that wrecker services can charge for services and storage within the Town of Stallings when responding to a call by a Town department or agency:

1. Wrecker services per wrecker for vehicles of 8,500 pounds or less (including passenger vans and motorcycles), to be effective from hookup of wrecker to towed vehicle where chain, hooks, or saddle attached:
  - (a) For all tows,  
7 days a week, 24 hours a day, 365 days a year, weekends  
and holidays \$120
  - (b) Waiting time, per hour after the first hour of arrival  
after first hour \$10 per hour
  - (c) Cancellation charge – if wrecker has arrived on scene \$N/C
  - (d) Winching service when vehicle is off roadway and requires  
more than one wrecker to retrieve \$30.00
  - (e) Motorcycle towing (in addition to basic towing) \$10.00
  - (f) Tire change, per vehicle \$60.00
  - (g) Out of gas, for response per incident \$60.00
  - (h) Unlock vehicle, per vehicle \$45.00
  - (i) Gate fee (if applicable)  
Transport trucks, car haulers and large hauling equipment \$25.00
  - (j) Tarp Fee \$10.00
  - (k) Motorist Assist/ disabled vehicles under 8,500 pounds, local:
    - a. 7:00 am – 7:00 pm \$75.00
    - b. 7:00 pm – 7:00 am \$85.00
2. Storage per day, or any part thereof, beginning after first six hours of storage. \$25.00
3. Clean up of debris or spilled cargo, when requiring more than 30 minutes to secure and remove, per hour, or any part thereof \$25.00
4. Where more than one motorcycle is towed upon the same wrecker,  
The total fee for tow shall be the total of the basic charge for one

- Motorcycle, with the said amount apportioned equally to each vehicle owner \$130
5. Services charges for vehicles larger than described in Section 1, where directed by the Stallings Police Department subject to Asset Forfeiture Evidence Holds. \$250
6. Service charges for vehicles larger than described above in Section 1, fees for specialty vehicles (i.e. "low-riders", antiques, etc.), or for vehicles to be towed more than 15 miles from the location of the tow, shall be negotiated between the wrecker service and the vehicle's owners and are not restricted by this schedule.

Appendix III

ENTITY: \_\_\_\_\_

**INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST**

Whenever any public entity retains an independent contractor who does not carry worker's compensation insurance and the owner or an employee of that contractor is injured, a determination must be made as to whether the injured worker is truly an independent contractor or, in fact, is an employee of the public entity and, thereby, eligible for worker's compensation benefits through the entity. The NC Industrial Commission and NC Courts have used the following tests to make this determination. Please complete the information below for each independent contractor that has **NOT** provided you with a Certificate of Insurance for Worker's Compensation (proof of Worker's Compensation policy).

**Name of Independent Contractor:** \_\_\_\_\_

**Type of Work Performed:** \_\_\_\_\_

**How many total employees does the contractor employ (excluding owner)?** \_\_\_\_\_

- |   | YES | NO    |
|---|-----|-------|
| a. Is the person employed engaged in an independent business or occupation?   |     | _____ |
| b. Does the person employed have a Federal Tax ID Number?   |     | _____ |
| c. Does the person employed perform similar work for any other business?  |     | _____ |
| d. Does the person employed have the freedom to use assistants/helpers as he/she may think proper?  |     | _____ |
| e. Does the person employed have full control over such assistants/helpers?   |     | _____ |
| f. Does the person employed select his own time to perform work?<br>(for example, your entity does not the person to work specific hours during the day)                          |     | _____ |
| g. Does the person employed have the independent use of his special skill, knowledge, or training in the execution of the work?   |     | _____ |
| h. Is this person paid for the job in a lump sum amount (not paid by the hour)?   |     | _____ |
| i. Does the person employed have the freedom to use their method of doing the work rather than and is not subject to discharge because they adopt one method over another method? |     | _____ |
| j. Is the person employed furnished equipment owned by you?   |     | _____ |

None of these factors is controlling, but each is to be considered in determining the relationship between the parties. The essential issue is whether the alleged employer has the right to control the method and means by which the “employee” performs their work. Risk Management Services will attempt to determine whether an employment relationship exists **for insurance purposes only.**

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Signature of Contractor

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Date



Town of  
**Stallings**  
 FY 20-21 Fee Schedule

| <b>POLICE DEPARTMENT FEES</b>   |   |
|---|---|
| <b>Wrecker Services</b>   |   |
| Vehicles 8,500 pounds or less (including passenger vans and motorcycles)                            | \$120 per vehicle   |
| Waiting time after first hour of arrival  | \$10 per hour   |
| Winching service  | \$30 per vehicle  |
| Motorcycle towing (in addition to basic towing)   | \$10  |
| Tire Change   | \$60 per vehicle  |
| Out of gas  | \$60 per incident   |
| Unlock Vehicle  | \$45 per vehicle  |
| Gate Fee (if applicable) - Transport trucks, car haulers, and large equipment                       | \$25  |
| Tarp Fee  | \$10  |
| Motorist Assist / Disabled Vehicles under 8,500 pounds  | \$75 7:00 am to 7:00 pm   |
|   | \$85 7:00 pm to 7:00 am   |
| Storage   | \$25 per day  |
| Clean up of debris or spilled cargo requiring more than 30 min to secure and remove                 | \$25 per hour   |
| Towing more than one motorcycle   | \$130 apportioned between each vehicle owner  |
| Service charges for vehicles larger than 8,500 pounds or subject to Asset Forfeiture Evidence Holds | \$250   |
| <b>Miscellaneous Fees</b>   |   |
| Fingerprint Card  | \$5.00 for each card - 1st card free to Stallings Residents   |
| Report Copies   | No charge for reports only a few pages in length.<br>The Town's per page fee may apply for large printing requests. |

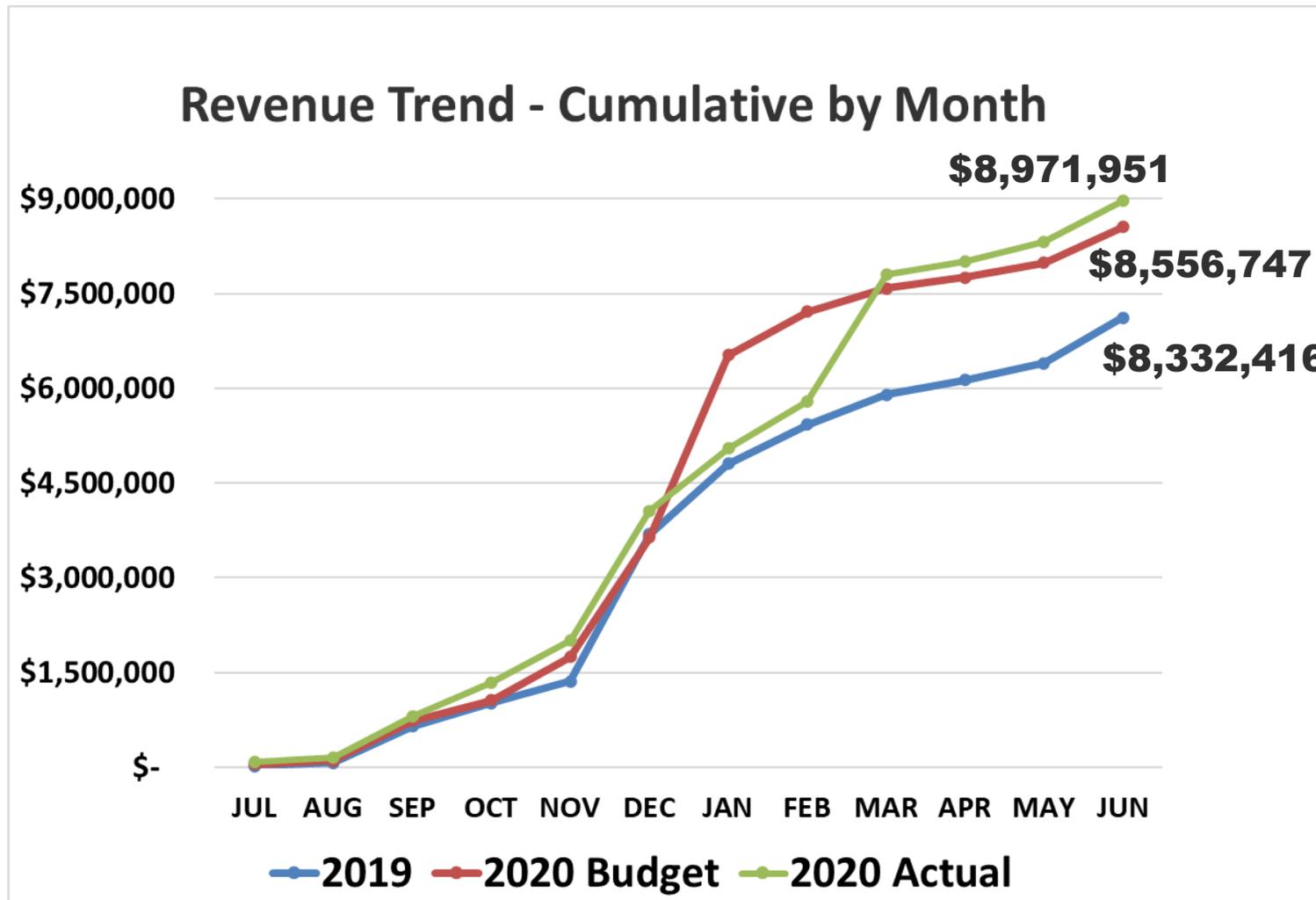
Any fee not listed specifically herein is officially set at the rate designated by the most recent Town Council decision on the matter.

Town of   
**Stallings**<sub>-NC-</sub>

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Annual Review  
Fiscal Year 2020 ending  
6/30/2020

# FY2019-2020 General Fund – Revenue Trend



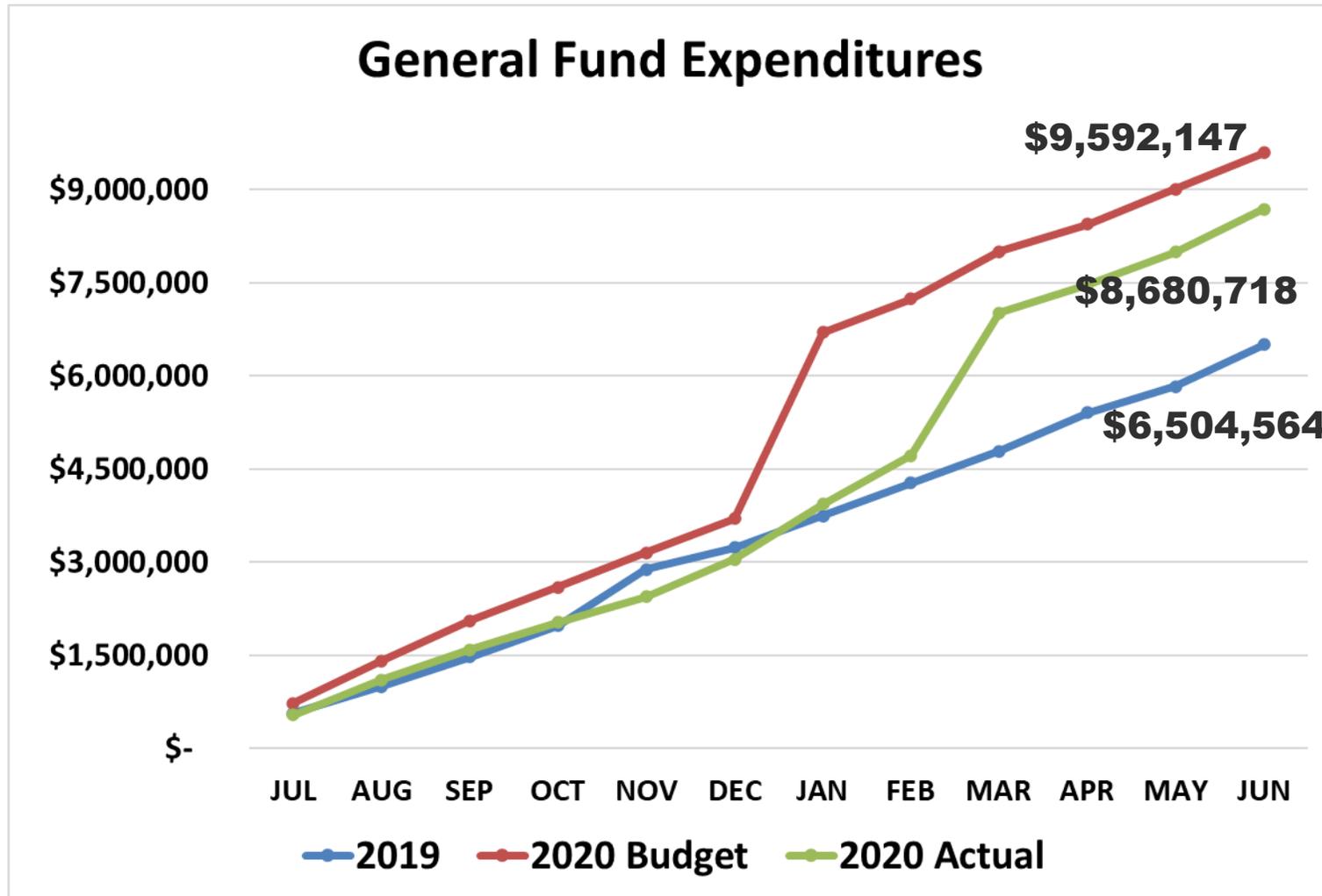
- Revenues higher than FY2019 by \$639,535 due mainly to the contribution for the Chestnut Roundabout in FY2020 of \$1.68M
- FY 2019 included a refund from NCDOT for Potter Road Pleasant Plains intersection of \$1.2M
- Budgeted Revenues for FY2020 were exceeded by \$415,204

# FY2019-2020 General Fund – Revenues

| <u>GENERAL FUND - Revenue</u>       | <u>Budget<br/>2019-2020</u> | <u>YTD Actual<br/>6/30/2020</u> | <u>Prior Year<br/>6/30/2019</u> |  |
|-------------------------------------|-----------------------------|---------------------------------|---------------------------------|--|
| Ad Valorem Tax                      | 3,637,500                   | 3,669,430                       | 3,615,911                       | Collections greater than prior year by 1.5% and greater than budget by 0.9%  |
| Sales and Use Tax                   | 1,260,000                   | 1,365,392                       | 1,259,345                       | Collections greater than prior year by 8.42% and greater than budget by 8.36%  |
| Gross Vehicle Rental                | 38,000                      | 7,593                           | 23,004                          | Trend has decreased YOY, down 67% from prior year  |
| Motor Vehicle                       | 395,000                     | 411,004                         | 408,348                         | Collections greater than prior year by 0.7% and greater than budget by 4.1%  |
| Powell Bill                         | 400,000                     | 402,567                         | 399,455                         | Increase over FY2019 by 0.8%   |
| Beer/Wine                           | 70,000                      | 70,654                          | 69,574                          | Increase over FY2019 by 1.55%  |
| Franchise & Utility Tax             | 810,000                     | 812,897                         | 832,275                         | Decrease from FY2019 by 2.33% due to allocated value to the Town from NC   |
| Investment/Interest                 | 111,000                     | 130,652                         | 172,326                         | Exceeded budget by 17.7% with collection of NCDOT funds from Potter Rd. - Pleasant Plains, decrease from FY2019 due to funds being used for New Town Hall and Public Works   |
| PD Related                          | 3,000                       | 42,788                          | 8,824                           | Exceeded budget by 426% due to collection of DOJ funds of \$34.6K  |
| Transportation Contributions        | 1,596,747                   | 1,684,247                       | 1,215,505                       | Contributions from Terwilliger Pappas for Chestnut Roundabout  |
| TIA Fees                            | 120,000                     | 146,800                         | 113,200                         | TIA fees collected from potential developers exceeded budget by 22.3% and exceeded collections from FY2019 by 29.7% - related expense of \$119.3K offsets this income  |
| Planning & Zoning Related           | 86,000                      | 157,003                         | 140,098                         | Exceeded budget by 82.6% for Dev. Agreement fees collected for Atrium, Villages at Idlewild, Stallings Farm, Landnet, Union Park Town Homes and Orissa Holdings totaling \$46K, permits represent the remaining amount                 |
| Park & Rec Related                  | 15,800                      | 33,009                          | 11,710                          | Exceeded budget by 108.9% due to the receipt of \$29K from City of Charlotte for Greenway Master Plan  |
| Miscellaneous                       | 13,700                      | 37,916                          | 62,840                          | Exceeded budget by 176.8% due to refunds for surveying fee and LED Lighting  |
| <b>GENERAL FUND - Revenue Total</b> | <b>\$ 8,556,747</b>         | <b>\$ 8,971,951</b>             | <b>\$ 8,332,416</b>             | <b>Budget variance of 4.9% due to sales and use tax, transportation contributions, TIA fees, development agreement fees and zoning permits. Variance of 7.7% over FY19 primarily related to the Chestnut Roundabout contributions.</b> |

# FY2019-2020

## General Fund Expenditure – Actual/Budget/PY



- Overall General Fund expenditures are 9.5% below budget
- Increase of \$2.2M or 33.5% over FY2019 is related to the Chestnut Roundabout Project which had \$1.9M in expenditures during FY2020

# FY2019-2020

## Actual vs Budget - Expenditures

| <u>GENERAL FUND - Expenditures</u>  | <u>2019-2020</u>    | <u>6/30/2020</u>    | <u>6/30/2019</u>    |  |
|-------------------------------------|---------------------|---------------------|---------------------|--|
| General Government                  | 1,532,600           | 1,267,448           | 1,175,978           | Below budget by 17.3% due to carryover of 2nd floor renovations into FY2021 of \$188,225   |
| Public Safety                       | 2,563,100           | 2,259,878           | 2,389,097           | Below budget by 11.3% due to \$249,594 savings in PR costs   |
| Transportation                      | 2,757,847           | 2,651,446           | 729,619             | Increase of \$1.9M or 263.4% in FY2020 over FY2019 due to Chestnut Roundabout costs  |
| Planning & Zoning                   | 379,100             | 326,667             | 405,282             | Decrease of \$42,286 from FY2019 is mainly in outside services. During FY2019 contractwork for Small Area Plans for Chestnut and Smith Farm Industrial area, development agreement assistance and completion of the Greenway Design was completed. |
| Sanitation                          | 999,600             | 945,978             | 885,833             | Increase over FY2019 of \$60,145 or 6.8% due to slight increase in rates and increase in number of homes/pickups   |
| Public Works                        | 320,100             | 280,456             | 323,042             | FY2020 expenditures below budget by 12.4% and below prior year by 13.2% due mainly to the move to the new Public Works building later than anticipated as well as the COVID pandemic with projects that that were delayed                          |
| Park & Recreation                   | 631,600             | 559,730             | 595,713             | FY2020 expenditures below budget by 11.4% and below prior year by 6.0% due mainly to the move to the new Town Hall later than anticipated as well as the COVID pandemic with all spring and summer programs and events being cancelled.            |
| <b>Debt Service:</b>                |                     |                     |                     |  |
| Principal                           | 291,800             | 291,800             |                     | - First principal payment on debt due in March 2020  |
| Interest                            | 98,250              | 97,315              |                     | - Prior year interest was paid from Capital Project Fund   |
| Contingency                         | 18,150              | -                   |                     | - Contingency uncommitted at year-end  |
| <b>GENERAL FUND - Revenue Total</b> | <b>\$ 9,592,147</b> | <b>\$ 8,680,718</b> | <b>\$ 6,504,564</b> | <b>Increase from FY2019 due primarily by Chestnut Roundabout costs and principal repayment</b>   |

# FY2019-2020

## Actual vs Budget – Storm Water

| <b>STORM WATER FUND</b>             | <b>Budget<br/>2019-2020</b> | <b>Actuals<br/>6/30/2020</b> | <b>Actuals<br/>FY2018-2019</b> |  |
|-------------------------------------|-----------------------------|------------------------------|--------------------------------|--|
| Revenue                             | 500,500                     | 475,932                      | 474,935                        | Variance to budget for FY2020 is \$24,568 related to decrease in tax collection rate   |
| Appropriated Fund Balance           | 358,000                     | -                            | -                              | - Represents amount to use for underground water detention center (\$208K) and an additional \$150K for storm water repairs on Wedge Wood Court  |
| Revenue Total                       | <u>\$ 858,500</u>           | <u>\$ 475,932</u>            | <u>\$ 474,935</u>              |  |
| Wages and Fringe Benefits           | 105,685                     | 96,206                       | 84,899                         | Increase of \$11,307 from FY2019 due to having associate engineer position for entire year   |
| Repairs/Outside Services            | 511,090                     | 377,050                      | 239,666                        | During FY2020 and FY2019 a large number of Storm Water repairs were completed. The Increase of \$137,384 or 57.3% from prior year is due primarily to one large repair on Wedge Wood Court costing \$139,411 |
| Other                               | 33,725                      | 7,784                        | 17,371                         | Savings of 76.9% from budget for FY2020  |
| Transfer to Capital Project Fund 42 | 208,000                     | 208,000                      | -                              | - Transfer to capital project fund for underground water detention center for New Town Hall and Public Works Buildings   |
| Expenditure Total                   | <u>\$ 858,500</u>           | <u>\$ 689,040</u>            | <u>\$ 341,936</u>              | Increase YOY due to Transfer to Capital Project Fund and completed Storm Water Repairs   |
| Revenue over Expenditures           |                             | <u>\$ (213,108)</u>          | <u>\$ 132,999</u>              | Expenditures exceeded Revenues due to the appropriated funds for Capital Project Fund  |

# FY2019-2020

## Cash & Investment Balances

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|                                   | Balance as of<br>6/30/2020 | Balance as of<br>6/30/2019 | Change in<br>Balance  |
|-----------------------------------|----------------------------|----------------------------|-----------------------|
| <b><u>General Fund</u></b>        |                            |                            |                       |
| PNC Checking Accounts             | \$ 1,556,882               | \$ 1,234,731               | \$ 322,151            |
| BB&T Capital Project Fund Account | \$ -                       | \$ 2,327,320               | \$ (2,327,320)        |
| NCCMT                             | \$ 8,973,153               | \$ 7,912,195               | \$ 1,060,958          |
| NCCMT Powell Bill Account         | \$ 291,514                 | \$ 361,424                 | \$ (69,910)           |
| Total General Fund                | \$ 10,821,549              | \$ 11,835,670              | \$ (1,014,121)        |
| <b><u>Storm Water Fund</u></b>    |                            |                            |                       |
| PNC Account                       | \$ 1,109,082               | \$ 1,329,323               | \$ (220,241)          |
| <b><u>Sewer Fund</u></b>          |                            |                            |                       |
| PNC Account                       | \$ 7,984                   | \$ 7,984                   | \$ -                  |
| <b>Total Cash and Investments</b> | <b>\$ 11,938,615</b>       | <b>\$ 13,172,977</b>       | <b>\$ (1,234,362)</b> |

- Use of Capital Project Funds for New Town Hall and Public Works Buildings account for the majority of the decrease YOY
- This decrease is offset with collection of \$1.2M from NCDOT for the Potter Road Pleasant Plains Intersection

# FY2019-2020 Fund Balance

|   | <i>6/30/2019<br/>Balance</i> | <i>Change in<br/>Balance</i> | <i>6/30/2020<br/>Balance</i> |
|---|------------------------------|------------------------------|------------------------------|
| Unassigned Fund Balance                               | \$ 3,270,119                 | \$ 868,200                   | \$ 4,138,319                 |
| Stabilization by State Statute                        | 462,389                      | (61,252)                     | 401,137                      |
| Powell Bill   | 239,450                      | 52,064                       | 291,514                      |
| Drug Forfeiture                                       | 25,545                       | 27,717                       | 53,262                       |
| Capital Project Commitment - Chestnut Lane Roundabout | 350,000                      | (350,000)                    | -                            |
| Capital Project Fund - Potter/Pleasant Plains         | 1,214,648                    | (21,369)                     | 1,193,280                    |
| Capital Project Fund - New Town Hall and PW Buildings | 2,141,651                    | (2,141,651)                  | -                            |
| Fees in Lieu of Park Land                             | 374,474                      | -                            | 374,474                      |
| Appropriated Fund Balance for FY2020 Expenditures     | 2,016,800                    | 75,000                       | 2,091,800                    |
| 30 Percent Reserve                                    | 2,654,040                    | (464,880)                    | 2,189,160                    |
| <b>Total Fund Balance - General Fund</b>              | <b>\$ 12,749,116</b>         | <b>\$ (2,016,170)</b>        | <b>\$ 10,732,946</b>         |
| <b>Fund Balance - Storm Water</b>                     | <b>\$ 1,293,463</b>          | <b>\$ (213,108)</b>          | <b>\$ 1,080,355</b>          |

- Overall General Fund balance decreased \$2M due to the use of the loan proceeds for New Town Hall and Public Works Buildings
- Storm Water Fund Balance decreases from the contribution of \$208K to the same project

# FY2019-2020

## Carryover Items from FY2020 to FY2021

|  | <i>Budget in FY2020</i> | <i>Amount Spent in FY2020</i> | <i>Carryover to FY2021</i> |
|--|-------------------------|-------------------------------|----------------------------|
|  |                         |                               |                            |
| <i>Town Hall 2nd Floor Renovations</i>   | \$ 372,040              | \$ 183,815                    | \$ 188,225                 |
| <i>New Town Hall - Internet cabling for the Building</i>                                 | \$ 5,720                | \$ -                          | \$ 5,720                   |
| <i>Total General Government</i>  |                         |                               | \$ 193,945                 |
|  |                         |                               |                            |
| <i>Vickery Greenway Design - NCDOT Crosswalk Review<br/>Estimated \$2,500 to \$6,000</i> | \$ -                    | \$ -                          | \$ 6,000                   |
| <i>Total Park and Recreation</i>   |                         |                               | \$ 6,000                   |
|  |                         |                               |                            |
|  |                         |                               |                            |
|  |                         |                               |                            |
| <i>Total Unfunded Amendments needed to FY2021 Budget</i>                                 |                         |                               | \$ 199,945                 |

A vertical decorative bar on the left side of the slide, featuring a gold color and a pattern of embossed currency symbols including the dollar sign (\$), pound sign (£), and yen sign (¥).

FY2019-2020

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Questions?



# MEMO

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To: Mayor and Council  
From: Alex Sewell, Town Manager  
Date: 10/7/20  
RE: **9/23/20 Downtown Subcommittee Meeting Recap & Next Steps**

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**Purpose:** Towards meeting the Council top priority of creating a downtown, this memorandum provides a recap of the 9/23/20 Downtown Subcommittee meeting and provides several suggested next steps.

**Background:** At various times throughout its history, the Town has been interested in developing a downtown area. Past/ongoing efforts towards creating a downtown (either as a primary goal or as a secondary benefit) include:

- Building an award-winning central park (Stallings Park).
- Building Town facilities (new/old town halls, public works facility).
- Completing a downtown small area plan.
- Making strategic property purchases.
- Approving a conceptual streetscape design for in front of the town halls.
- Securing a grant to pay for part of the streetscape hard design and have in-house engineers' complete part of it (ongoing – estimated completion date 12/2021).
- "Mini" Downtown Concept Around Town Hall/park area.
- Ongoing activities in the park area (StallingsFest, Summer Concert series, etc.)
- Ongoing planning efforts for a Farmers Market in FY 20-21.
- Consulting with NC Main Street (NC Department of Commerce).

For FY 20-21, one of the Town Council's top priorities is to create a Stallings Downtown. To achieve this goal, the adopted strategy is to focus resources on establishing a core downtown area that will serve as a catalyst and ultimately lead to market-driven development.

## **9/23/20 Subcommittee Meeting:**

On 9/23/20, the Downtown Subcommittee met. In attendance were Council Members Richardson, Scholl, and Ayers. Staff present were Town Manager Alex Sewell, Planning Director Lynne Hair, and Police Chief Dennis Franks.

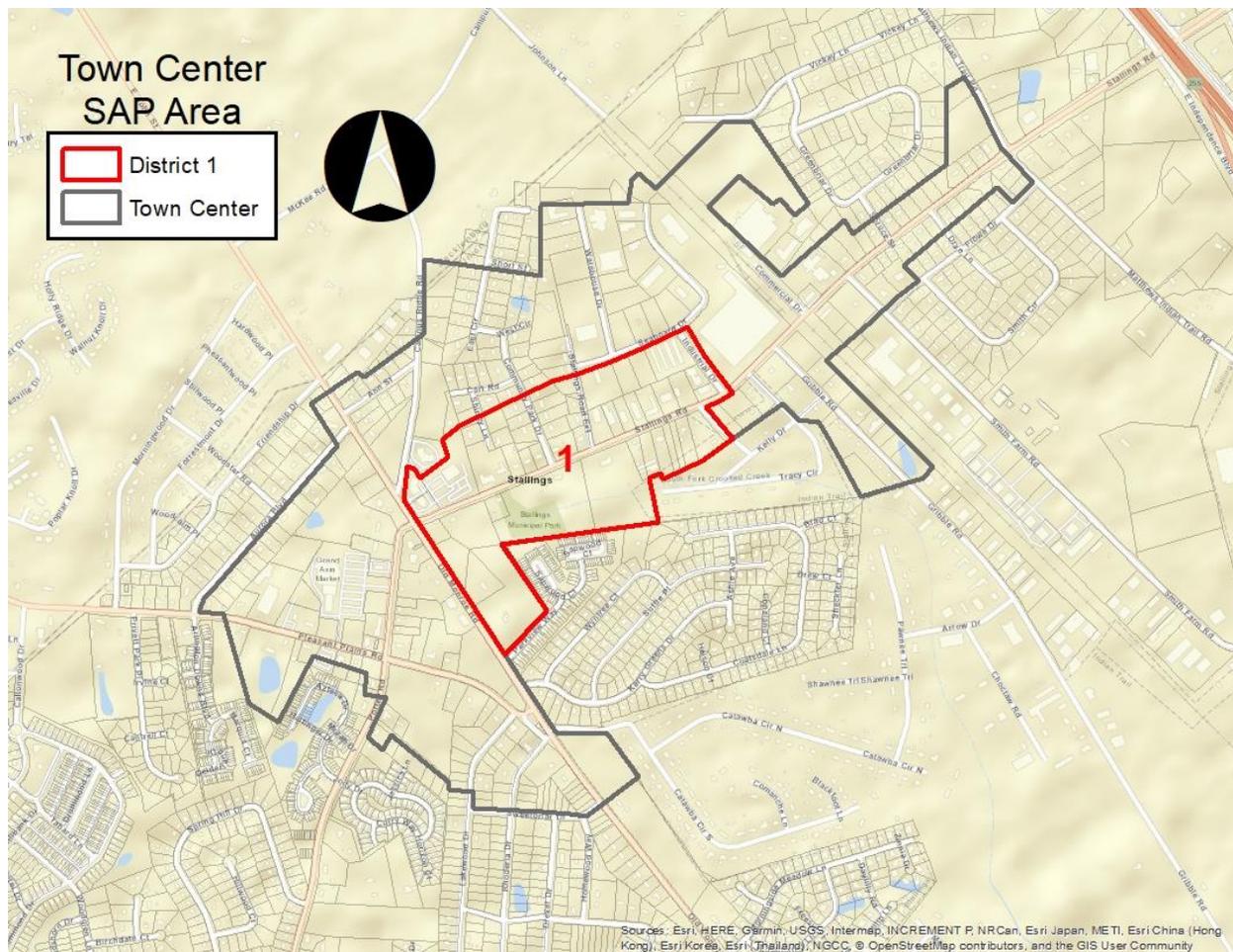
### **Opening Discussion:**

The Committee reviewed past and current efforts to create a Downtown area, and the foundational elements identified for long-term success:

- Need a sustained commitment of resources for years and numerous election cycles.
- Zoning is a tool in the toolbox, but it is not a silver bullet. The Town also needs to take affirmative action because the market is just is not there (yet).
- Form/layout of a downtown is often more important than the use (uses will change, but successful downtowns have common structural components)
- Need to attract people – be a “destination point”.
- Need to leverage existing assets.
- Need a residential component and a streetscape component to support true mixed use with commercial.

### Identification of Core Area

Next, the Committee endorsed staff’s recommendation that the core area to focus resources on should be “District 1” as identified below:

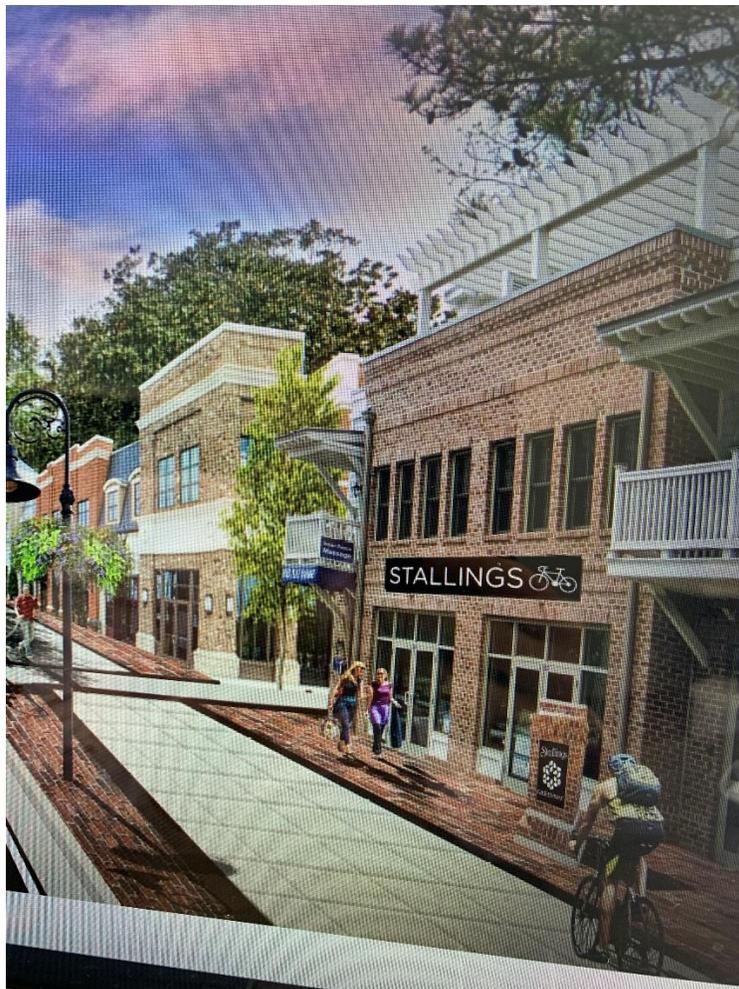


Notably, the consultant from the Department of Commerce concurs with this choice. The rationale for selecting this area is that the Town has existing assets (Stallings Park, Park events, Town facilities, Town owned property) that can be leveraged, the significant amount of undeveloped land/land for sale in this area, and its central location in Town. The Committee felt that identifying this core area does not mean we ignore surrounding areas. Rather, it just means we have finite resources which should be focused on this area to increase the efficiency and effectiveness of downtown efforts.

### Development of Vision for Core Area

Next, the Committee reviewed several different examples of downtowns from the large (Uptown Charlotte), to the medium sized (Salisbury), to the small (Apex, Locust). The Committee noted that, despite the size differences, successful downtowns often have some common characteristics including walkability, on-street parking, pedestrian friendly/attractive streetscapes, buildings brought up directly onto the streetscape, etc.

The Committee identified the following concept from the Town's adopted greenway plan as the general feel/look that is envisioned:



The committee endorsed several characteristics of this concept including:

- Streetscape – wide sidewalks, street trees, etc.
- Walkability and pedestrian friendly.
- Form replicates success of other downtowns with streetscape and buildings up on the streetscape.
- On-street parking is important for traffic calming and safety pedestrian.

The committee endorsed the previously approved streetscape and concept around the Town Hall/park area as shown below:



The committee generally endorsed:

- The location.
- Streetscape including the greenway (and the idea of the greenway connecting to CEM, light rail, and the hospital campus).
- The form of the buildings up on the streetscape.
- On-street parking.
- The surface parking behind the buildings.

However, the committee wondered if the building sizes were too small.

Other Committee thoughts:

- Authenticity important – its ok to be quirky/imperfect in spots, it creates character.
- Stated desired uses include a brewery, restaurant, coffee shop, and specialty retail.
- Open to limited multi-family in this area to support downtown commercial if it's part of true mixed-use and high quality. Do not want just a large apartment complex, integration and balance is key. Could be living options for hospital's doctors and CEM's scientists.

**The Committee's Suggested Next Steps:** The Committee identified 2 broad strategic categories for action:

- 1.) Preventing Development That Conflicts with Downtown Vision:
  - a. Goal – Adopt a pedestrian-oriented overlay district with a potential requirement that streetscape be built to Town standards.
    - i. Steps\*:
      1. Identify area within core where “signature” streetscape design will be located.
      2. Draft and adopt these streetscape requirements into zoning ordinance. (Planning/Legal will determine what the Town can legally do).

*\*NOTE: The committee noted that this action was of strategic short-term importance, given the high Council priority and high development pressure in Stallings, and therefore asked staff to consider using CCOG or a third party contractor to draft any Council-desired changes to the Open Space Ordinance allowing the Planning Director to shift attention to this effort.*
  - b. Goal – Include in the pedestrian-oriented overlay district requirements to ensure the desired form for building structure/location in the identified core area.
    - i. Steps
      1. Review Town ordinances to see if further restrictions need to be put into place to ensure overlay district prevents form that conflicts with vision. (Planning/Legal will determine what the Town can legally do).
      2. Draft and incorporate any needed changes into zoning requirements.
- 2.) Proactively Invest to Create Downtown Catalyst

- a. Goal – Start downtown transformation by building out initial streetscape in front of Town Hall area
  - i. Steps
    1. Consider outsourcing Town’s portion of hard design to expedite completion date of hard design.
    2. Bid out and construct streetscape in front of Town Hall area.
- b. Goal – Continue downtown transformation by spurring quality development aligned with vision.
  - i. Steps
    1. Evaluate whether to make strategic property purchases. Staff will provide some options for consideration. Also, consider starting discussions with property owners.
    2. Make purchase if warranted.
    3. Once enough property is assembled/identified, fine tune concept of what the Town would like to see on that property.
    4. Properly advertise and seek the right development partner to develop the property in accordance with downtown vision.
    5. Consider a public private partnership to spur envisioned development.

**Next Steps:** For Council’s consideration, the following potential Council actions are:

- Approve the Downtown Committee’s recommendation that “District 1” be the core area to focus resources on.
- Approve the Downtown Committee’s vision for the core area.
- Approve the Downtown Committee’s suggested next steps as the desired general strategic direction.
- Direct staff to work towards the suggested next steps.