



January 23, 2023
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/ Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Budget Schedule/Calendar B. ARPA - Grant Project Ordinance Amendment C. COVID Administrative Leave	Wyatt Dunn, Mayor	Approve/Amend Consent Agenda
2.	7:20 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve Agenda
3.	7:25 p.m.	Vickery Fence Potential Reimbursement	Alex Sewell, Town Manager	Discussion and possible action
4.	7:40 p.m.	Request Staff Research Possible New Zoning For Mixed Use Business District (<i>Hall</i>)	Graham Hall, Council Member	Discussion and possible action
5.	7:50 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

Budget Calendar for FY24

Council Retreat		Saturday, February 25	
Budget Templates to Department Heads		Monday, March 6	
Department Heads Return Budget Templates to Finance Officer		Friday, March 17	
Begin Budget Reviews with Town Manager and Finance Officer	Gen Govt/Sanitation/Elections	Tuesday, March 21	10:00 AM - 12:00 PM
	Economic Development	Tuesday, March 21	1:30 PM - 3:00 PM
	Revenue/Debt	Wednesday, March 22	11:00 AM - 12:30 PM
	Park and Recreation	Wednesday, March 22	1:30 PM - 3:00 PM
	Police Department	Thursday, March 23	2:00 PM - 3:30 PM
	Transportation/Stormwater/Public Works	Friday, March 24	10:30 AM - 12:00 PM
	CMIIP & Capital Expenditures	Friday, March 24	2:30 PM - 4:00 PM
	Overall Review	Monday, March 27	9:30 AM - 12:00 PM
Department Heads Approval from Town Manager	Balanced Scorecard Goals	Wednesday, April 5	
Draft Budget to Town Manager	Review and Other Meetings scheduled if needed	Draft - Monday, April 10	
Draft Budget Send to Council	Email copy	Thursday, April 13	
Council Meeting - Day 1 Review	Draft Budget Overview and Revenue Review	Monday, April 17	5:30 - 7:00 PM
Council Meeting - Day 2 Review Special Meeting	General Government, Sanitation, Debt Services, Planning	Monday, April 24	5:00 - 7:00 PM
Council Meeting - Day 3 Review	Transportation, Storm Water, Public Works	Monday, May 8	5:00 - 7:00 PM
Council Meeting - Day 4 Review Special Meeting	Park and Recreation, Police Department, Notable Items, Capital Project Funds, CMIP	Monday, May 15	5:30 PM
Council Meeting - Day 5 Review	Final Review (Notable Item decision-making)	Monday, May 22	5:30 - 7:00 PM
Town Manager First Draft of Budget Letter and Draft Ordinance & Budget		Friday, May 26	
Advertise Public Hearing / Budget Message / Draft Ordinance		Saturday, May 27	
Town Council Meeting	Public Hearing and Possible Council Adoption of Budget	Monday, June 12	7:00 PM
Town Council Meeting	Backup date for Council Adoption of Budget	Monday, June 26	7:00 PM



AMENDED Grant Project Ordinance for the Town of Stallings American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds – December 2022

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Stallings (Town) has received the first tranche in the amount of \$2,572,685.12 of CSLFRF funds. The total allocation is \$5,145,370.24, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law enforcement services for period of July 1, 2022 through December 31, 2024	6.1	Salaries and Benefits	\$5,145,370.24
	TOTAL			\$5,145,370.24

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$5,145,370.24
General Fund Transfer: \$ 455,424.43 (FY22-23, Qtr. 1)
\$ 609,990.40 (FY22-23, Qtr. 2)

Total: \$4,079,955.41

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this is the 23rd day of January, 2023.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Melanie Cox, Town Attorney



MEMO

To: Mayor and Council Members
From: Karen Reid-Human Resource Director
Via: Alex Sewell-Town Manager
Date: January 17, 2023
RE: **Paid Administrative Leave**

Background:

- With the pandemic in 2020, paid administrative leave was given to an employee that had to isolate due to a positive COVID test.
- The Town has continued to follow the CDC guidelines for employees testing positive for COVID, currently requiring them to isolate for (5) days before returning to work. The Town has also continued to provide Paid Administrative Leave for those required days. The Town has continued this approach for the cases of COVID in hopes of preventing the spread to other employees and causing problems in meeting the needs of the citizens.

Town Council Requested Action:

- All employees receive a one-time total of (5) Paid Administrative days that are available to the employee for the use of the required (5) day isolation period for a positive COVID test. Once the employee uses the available (5) Paid Administrative days they will be required to use sick time or unpaid leave moving forward if they test positive for COVID in the future.



MEMO

To: Mayor & Town Council

From: Alex Sewell, Town Manager

Date: 1/19/23

RE: Greenway Pinch Point Fencing Cost Reimbursement

Purpose: This memorandum provides requested follow-up information regarding potentially reimbursing property owners for fencing near the greenway pinch point.

Background:

- The enclosed memorandum provides detailed background information on the topic.
- On 9/12/22, the Town Council discussed the issue and ultimately agreed to consider reimbursing residents installing fencing on those residents' private property backing up to the greenway "pinch point" in the Vickery neighborhood. The maximum reimbursement amount mentioned was \$30,000, but the Council requested the residents get a quote to bring the fencing back to the Town Council for consideration.

Update:

- Residents have provided the attached quotes for cost to install the fencing, staining the fence, and permitting. The breakdown of costs is as follows:

<u>Property</u>	<u>Work</u>	<u>Cost</u>
Gold	Stain	\$1,800
Gold	Fence	\$8,110
Hoots	Stain	\$1,300
Hoots	Fence	\$5,874
Russell	Stain	\$1,600
Russell	Fence	\$7,070
Desai	Stain	\$1,400
Desai	Fence	\$6,238
Total		\$33,392
<u>Maximum Reimbursable Amount By Property</u>		
Gold		\$9,910
Hoots		\$7,174
Russell		\$8,670
Desai		\$7,638

Council Requested Decision-Points:

- Whether to agree to reimburse the property owners as outlined in the enclosed “Summary of Understanding” for a total estimated amount not to exceed \$33,392.
 - o If so, the Council would need to:
 - Authorize staff to use the \$15,000 previously identified for landscaping at the Pinch Point towards the fencing reimbursement (landscaping would not occur here) and bring back a text amendment for \$18,400 at the next Council Meeting.

Summary of Understanding

I am a property owner in the Vickery subdivision requesting the Town pay for a section of fencing on my property close to the Blair Mill greenway behind my home. The Town Council is considering whether to reimburse me for installing fencing on my property along the Greenway “pinch point” as previously discussed.

I agree and understand the following:

- This document confers no legal rights, but rather is meant as a summary of understanding as the Town Council considers this request;
- The maximum I would be reimbursed to each property owner as follows in the box below as labeled and that the Town will not cover any overages or additional costs;
- If actual costs are lower, then the Town will reimburse the actual lower amount;
- The Town will only reimburse the property owners once all the work has been completed and there is written confirmation from the contractors that it has been paid and the Town confirms via a cursory site visit that the work has been done;
- Fencing must comply with Town permitting requirements. The fence will be on my property and it will be my responsibility to maintain/repair (and not the Town’s responsibility).
- Property owners are solely responsible for selecting contractor(s) and having the work completed. The Town is not involved and will not settle any disputes between the contractor and the property owner.
- The Town Engineer & Town Planner have communicated Town requirements to the fencing contractor. As discussed with the fencing contractor and resident point-of-contact, it is everyone’s understanding that the fence will sit just inside the rear property line and there will be a minimum 6” gap from the bottom of the fence to the existing grade. Additionally, the fence will be placed approximately 1-foot short of the Town’s existing drainage easement. Nothing can be constructed over/across the Town’s drainage easement.

<u>Property</u>	<u>Work</u>	<u>Cost</u>
Gold	Stain	\$1,800
Gold	Fence	\$8,110
Hoots	Stain	\$1,300
Hoots	Fence	\$5,874
Russell	Stain	\$1,600
Russell	Fence	\$7,070
Desai	Stain	\$1,400
Desai	Fence	\$6,238
<u>Total</u>		<u>\$33,392</u>

Maximum Amount by Property to Be Reimbursed

Gold	\$9,910
Hoots	\$7,174
Russell	\$8,670
Desai	\$7,638

Printed Name: Abby Gold

Signature: 

Date: 1/15/23

Summary of Understanding

I am a property owner in the Vickery subdivision requesting the Town pay for a section of fencing on my property close to the Blair Mill greenway behind my home. The Town Council is considering whether to reimburse me for installing fencing on my property along the Greenway “pinch point” as previously discussed.

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- Fencing must comply with Town permitting requirements. The fence will be on my property and it will be my responsibility to maintain/repair (and not the Town’s responsibility).
- Property owners are solely responsible for selecting contractor(s) and having the work completed. The Town is not involved and will not settle any disputes between the contractor and the property owner.
- The Town Engineer & Town Planner have communicated Town requirements to the fencing contractor. As discussed with the fencing contractor and resident point-of-contact, it is everyone’s understanding that the fence will sit just inside the rear property line and there will be a minimum 6” gap from the bottom of the fence to the existing grade. Additionally, the fence will be placed approximately 1-foot short of the Town’s existing drainage easement. Nothing can be constructed over/across the Town’s drainage easement.

<u>Property</u>	<u>Work</u>	<u>Cost</u>
Gold	Stain	\$1,800
Gold	Fence	\$8,110
Hoots	Stain	\$1,300
Hoots	Fence	\$5,874
Russell	Stain	\$1,600
Russell	Fence	\$7,070
Desai	Stain	\$1,400
Desai	Fence	\$6,238
<u>Total</u>		<u>\$33,392</u>

Maximum Amount by Property to Be Reimbursed

Gold	\$9,910
Hoots	\$7,174
Russell	\$8,670
Desai	\$7,638

Printed Name: Roxanne Hoots

Signature: Roxanne Hoots

Date: 1-15-2023

Summary of Understanding

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<u>Total</u>		<u>\$33,392</u>

Maximum Amount by Property to Be Reimbursed

Gold	\$9,910
Hoots	\$7,174
Russell	\$8,670
Desai	\$7,638

Printed Name: ANKIT DESAI

Signature: 

Date: 1/15/2023

Summary of Understanding

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Total		\$33,392

Maximum Amount by Property to Be Reimbursed

Gold	\$9,910
Hoots	\$7,174
Russell	\$8,670
Desai	\$7,638

Printed Name: Timothy Russell

Signature: 

Date: 01-15-2023

Customer Quote



Southlands Fence
 PO Box 276
 Fort Mill, SC 29716
 O: 704-248-6775
 F: 704-248-6375
 www.southlandsfence.com

Sales Person John Shepherd
 Phone (704) 574-8258
 Email john@southlandsfence.com

Quote Date 12/15/2022
 Customer Name Shawn & abby Gold
 Address 2015 Donovan Dr
 City Matthews State NC Zip 28104
 Customer Phone (717) 578-6015
 Customer Email abbykgold@gmail.com

Item	Quantity	Amount
Install 8 ft tall treated wood privacy shadow box fence, using 10 ft tall 6 x 6 x 10 posts, 3/4 inch thick x 5.5 inch wide x 8 ft tall dog eared pickets	155.0	\$8,060.00
Stallings permit	1.0	\$50.00

Additional Notes **\$8,110.00**

All posts will be set in concrete. We will have public utilities marked. We can help with your HOA submittal.
READ THOROUGHLY BEFORE SIGNING: Due to current market instability your quote is good for 15 days from the quote date stated above.

Initial here to accept these quote terms: _____

Southlands Fence warrants that all installation work performed will be free of installation defects. All aluminum and vinyl products have a limited lifetime manufacturers' warranty. All wood products are guaranteed to warp, split, crack, fade, rot, etc. regardless of staining/finishing, and therefore carry no warranty. All property lines, property pins, underground utilities including but not limited to electrical, water, cable, telephone, hazards, and irrigation are the responsibility of the client to make Southlands Fence aware of. Southlands Fence shall not be financially responsible for any unmarked/improperly marked underground hazards. Southlands Fence will assist in the process of locating property pins using an official survey provided by property owner and will also contact & request underground utilities be marked by official location service contractors. Exact locations cannot be guaranteed by Southlands Fence. Client assumes all responsibility of the placement of their fence. Southlands Fence agrees to begin work described above within a reasonable time period agreed after execution of this agreement, unless otherwise specified and shall be completed in a timely manner. Southlands Fence shall not be liable for any delays due to owner changes, revisions, additions, weather, jobsite conditions, public utilities response times, and any other acts or God. This agreement is not binding until fully-executed and approved by both parties. After executed, this document constitutes a legally-binding contract between Southlands Fence and client for the work described above according to the terms and conditions set forth by this agreement.

Southlands Rep Signature *John Shepherd* Customer Signature

Date 12-15-22 Date

Customer Quote



Southlands Fence
 PO Box 276
 Fort Mill, SC 29716
 O: 704-248-6775
 F: 704-248-6375
 www.southlandsfence.com

Sales Rep John Shepherd
 Phone (704) 574-8258
 Email john@southlandsfence.com

Original Quote Date: 12/15/2022

Customer Name Roxanne Hoots

Address 2019 Donovan Dr

City Matthews

State NC

Zip 28104

Customer Phone # (704) 907-0434

Customer Email hootsmr@yahoo.com

Item	Quantity	Amount
Install 8 ft tall shadow box fence ,using 6x6x10 treated posts, 8 ft tall dog eared pickets that are 3/4 Inches thick, 5.5 Inches wide & 8 ft tall	112.0	\$5,824.00
obtained permit from Stallngs <i>TAX PARCEL 07-075-325</i>	1.0	\$50.00

Total \$5,874.00

Additional Notes

READ THOROUGHLY BEFORE SIGNING: Due to current market instability your quote is good for 15 days from the quote date stated above.

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PAYMENT: Full payment is required after work described above is completed. Pricing above is based on a cash/check payment. There will be an additional 3% fee on all credit/debit card payments. All special order items require a non-refundable 50% deposit before material is ordered. Payments made after 15 days of job completion will be considered late and shall incur an additional 1.5% fee per each additional month.

Southlands Rep Signature *John Shepherd*

Customer Signature

Date 12-15-22

Date

Customer Quote

Southlands Fence
PO Box 276
Fort Mill, SC 29716
O: 704-248-6775
F: 704-248-6375
www.southlandsfence.com

Sales Person John Shepherd
Phone (704) 574-8258
Email john@southlandsfence.com



Quote Date 12/15/2022
Customer Name Timothy Russell
Address 2009 Donovan Dr
City Matthews State NC Zip 28104
Customer Phone
Customer Email

Item	Quantity	Amount
Install 8 ft tall treated wood shadow box privacy fence, using 10 ft tall 6x6 x10,3/4 inch thick x 5.5 135.0 inches wide x 8 ft tall eared pickets		\$7,020.00
Permit from Stallings	1.0	\$50.00


Additional Notes \$7,070.00

All posts will be set in concrete. We will have public utilities marked. We can help with your HOA submittal.

READ THOROUGHLY BEFORE SIGNING: Due to current market instability your quote is good for 15 days from the quote date stated above.

Initial here to accept these quote terms: _____

Southlands Fence warrants that all installation work performed will be free of installation defects. All aluminum and vinyl products have a limited lifetime manufacturers' warranty. All wood products are guaranteed to warp, split, crack, fade, rot, etc. regardless of staining/finishing, and therefore carry no warranty. All property lines, property pins, underground utilities including but not limited to electrical, water, cable, telephone, hazards, and irrigation are the responsibility of the client to make Southlands Fence aware of. Southlands Fence shall not be financially responsible for any unmarked/improperly marked underground hazards. Southlands Fence will assist in the process of locating property pins using an official survey provided by property owner and will also contact & request underground utilities be marked by official location service contractors. Exact locations cannot be guaranteed by Southlands Fence. Client assumes all responsibility of the placement of their fence. Southlands Fence agrees to begin work described above within a reasonable time period agreed after execution of this agreement, unless otherwise specified and shall be completed in a timely manner. Southlands Fence shall not be liable for any delays due to owner changes, revisions, additions, weather, jobsite conditions, public utilities response times, and any other acts or God. This agreement is not binding until fully-executed and approved by both parties. After executed, this document constitutes a legally-binding contract between Southlands Fence and client for the work described above according to the terms and conditions set forth by this agreement.

Southlands Rep Signature  Customer Signature

Date 12-15-22

Date

Customer Quote

Southlands Fence
PO Box 276
Fort Mill, SC 29716
O: 704-248-6775
F: 704-248-6375
www.southlandsfence.com

Sales Person John Shepherd
Phone (704) 574-8258
Email john@southlandsfence.com



Quote Date 12/15/2022

Customer Name Ankit Desai

Address 2005 Donovan Dr

City Matthews

State NC

Zip 28104

Customer Phone

(704) 340-8004

Customer Email

ankit-desai127@gmail.com

Item

Quantity

Amount

Install 8 ft tall treated wood shadow box fence, using 10 ft tall 6x6 posts & 3/4 inch thick x 5.5 inches wide pickets x 8 ft long

119.0

\$6,188.00

Stallings permit

1.0

\$50.00

Additional Notes

\$6,238.00

We will contact the utility companies to mark the under ground lines on your lot prior to fence install & apply for the Stallings required permit

All posts will be set in concrete. We will have public utilities marked. We can help with your HOA submittal.

READ THOROUGHLY BEFORE SIGNING: Due to current market instability your quote is good for 15 days from the quote date stated above.

Initial here to accept these quote terms: _____

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Southlands Rep Signature

A handwritten signature in black ink, appearing to read "John Shepherd", is written over the "Southlands Rep Signature" label.

Customer Signature

Date 12-13-22

Date

ESTIMATE



Prepared For

Shawn & Abby Gold
2015 Donovan dr
Matthews, NC 28104

M.A Painting LLc

Pineville, NC 28134
Phone: (980) 395-0082
Email: mapaintingnc@gmail.com
Web: www.mapaintingnc.com

Estimate # 485
Date 01/11/2023
Business / Tax # 81-2587879

Description **Total**

Exterior Stain \$1,800.00

1. We will stain the shadow box fence that is 8ft tall by 155 linear ft on both sides.
-We will use Sherwin Williams stain product for fences.

Total includes Materials, Stain and Labor.

Subtotal \$1,800.00

Total **\$1,800.00**

By signing this document, the customer agrees to the services and conditions outlined in this document.

Shawn & Abby Gold

ESTIMATE



Prepared For

Roxanne Hoots
2019 Donovan Dr
Matthews, nc 28104

M.A Painting LLc

Pineville, NC 28134
Phone: (980) 395-0082
Email: mapaintingnc@gmail.com
Web: www.mapaintingnc.com

Estimate # 486
Date 01/11/2023
Business / Tax # 81-2587879

Description	Total
Exterior Stain	\$1,300.00
1. We will stain the shadow box fence that is 8ft tall by 112 linear ft on both sides.	
-We will use Sherwin Williams stain product for fences.	
Total includes Materials, Stain and Labor.	

Subtotal	\$1,300.00
<hr/>	
Total	\$1,300.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Roxanne Hoots

ESTIMATE



Prepared For

Timothy Russell
2009 Donovan dr
Matthews, NC 28104

M.A Painting LLc

Pineville, NC 28134
Phone: (980) 395-0082
Email: mapaintingnc@gmail.com
Web: www.mapaintingnc.com

Estimate # 487
Date 01/11/2023
Business / Tax # 81-2587879

Description	Total
--------------------	--------------

Exterior Stain	\$1,600.00
----------------	------------

1. We will stain the shadow box fence that is 8ft tall by 135 linear ft on both sides.

-We will use Sherwin Williams stain product for fences.

Total includes Materials, Stain and Labor.

Subtotal	\$1,600.00
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Total	\$1,600.00
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By signing this document, the customer agrees to the services and conditions outlined in this document.

Timothy Russell

ESTIMATE



Prepared For

Ankit desai
2005 Donovan Dr
Matthews, NC 28104

M.A Painting LLC

Pineville, NC 28134
Phone: (980) 395-0082
Email: mapaintingnc@gmail.com
Web: www.mapaintingnc.com

Estimate # 488
Date 01/11/2023
Business / Tax # 81-2587879

Description	Total
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Exterior Stain	\$1,400.00
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1. We will stain the shadow box fence that is 8ft tall by 119 linear ft on both sides.

-We will use Sherwin Williams stain product for fences.

Total includes Materials, Stain and Labor.

Subtotal	\$1,400.00
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Total	\$1,400.00
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By signing this document, the customer agrees to the services and conditions outlined in this document.

Ankit desai



MEMO

To: Mayor & Town Council
From: Alex Sewell, Town Manager
Date: 9/8/22
RE: Follow-Up - Greenway Pinch Point Fencing

Purpose: This memorandum provides requested information regarding adding potential Greenway Pinch Point Fencing.

Background:

- The developer of the Vickery subdivision dedicated property to the Town to be developed as a Town trail.
- The Town plans to construct a trail on this dedicated land as part of the Town's Recreation & Greenway Master Plan. This project has been designed, bid out, and a contract is being executed with the lowest responsive bidder.
- Previously, the Town hired design firm Destination by Design to design the project and to engage with the Vickery HOA Board to make sure the Town was taking into consideration the neighborhood's concerns and input.
- For better understanding of the previous decisions, below is an email sent to the Vickery HOA Board in 2020 prior to one of the discussions with the Town's design firm.

----- Forwarded message -----

From: **Eric Woolridge** <eric@dbdplanning.com>

Date: Thu, Oct 29, 2020 at 8:41 AM

Subject: Re: Vickery Greenway Discussion - postponed

To: Ron McMorris <rmcmorris2@gmail.com>, Michelle Armas <marmas@bellsouth.net>, Alex Robertson <arobertson0905@gmail.com>, Roxanne Hoots <hootsmr@yahoo.com>

Cc: Ashley Platts <aplatts@stallingsnc.org>

Hey All:

I hope everyone is well. Ashley, I hope you're getting healed up!

I suggest that we schedule a Zoom video call so I can walk through all of the plans again (which I've attached). I think that all of the concerns, which I discuss below, have been addressed in the plans to the extent possible.

- Lost of privacy and trespassing: **The pinch point and pond are the main issues. Both will be addressed with landscaping, and the pond will have a fence.**

- Lighting as the hours of use can be dawn to dusk: **There will not be lighting and the trail will be posted for dawn to dusk.**

- Limit deforestation: **Absolutely. We stay within the sewer easement where no vegetation is permitted to grow.**
- How do you propose to handle drainage and the standing water: **For smaller rains, there are culverts located in key areas. However, this area is a floodplain and the trail will flood like other greenways in the area.**
- Liability: **This will be on the town.**
- What type of shrubbery will be used for privacy: **The attached plans include a landscape plan for the area in front of the new fence at the pond; I can walk through this on the video call. For the pinch point, we discussed a \$10K budget for this area, which should be more than enough.**
- Concern that the proposed budget for landscaping will not be enough: **The current plans include landscaping for the entrance and the pond area. The \$10K is meant to primarily address the pinch point. This will be sufficient.**
- Fencing: **Fencing is located at the pond area, on the slope where it won't be impacted by flooding. If we place fencing in the floodplain, it won't last.**
- Signage: **I think the town is open to placing signs where needed to ensure respect for private property.**

Eric Woolridge, AICP

Director of Planning & Business Development

Destination by Design

Planning + Engineering + Communications

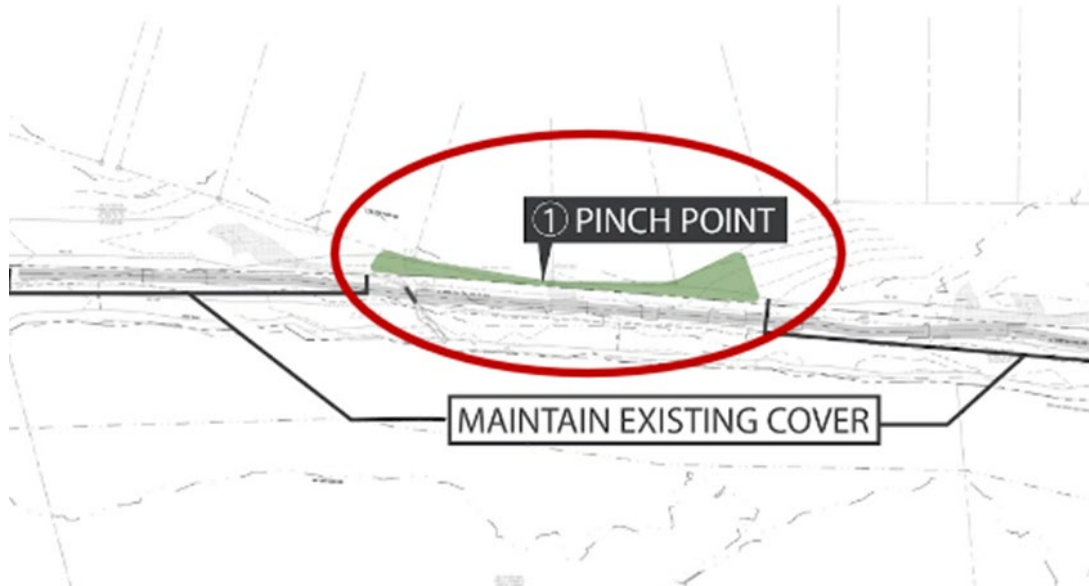
c: 828.719.1109 o: 828.386.1866

[YouTube](#) | [Digital Publications](#)

[Instagram](#) | [Facebook](#)

[DbDplanning.com](#)

- The design firm reported that when they met with the HOA Board, the design firm's feedback was received as reasonable and they moved forward updating the plans based on the feedback and increasing the project budget.
- The point of issue on the Council agenda is a section of the planned greenway path that meanders closer to several residential lot boundaries behind the Vickery subdivision. This is called the "Pinch Point" and is shown in the graph below.



- Per the email above, fencing at the Pinch Point location came up during the previous discussions with Vickery HOA Board. However, the design firm discouraged adding fencing here because they advised fencing would not last in this area due to flooding. Instead of adding fencing, the Town agreed to add \$10,000 to enhance landscaping at the Pinch Point (which was subsequently increased to \$15,000 due to projected market increases). As indicated above, the design firm's feedback was received as reasonable and they moved forward with updating the plans.
- Council Member Drake shared with staff that she heard from several Vickery residents regarding adding fencing at the Pinch Point and requested further discussion and residents. Staff met with Council Member Drake and residents twice since the Council authorized approval of the Greenway construction contract. Council Member Drake shared that the residents are requesting an 8-foot-tall wooden privacy fence in the Pinch Point area that is in aesthetic harmony including being stained the same color as nearby fencing and be located on Town property (with the Town being responsible for maintaining it in the future).
- Prior to the 8/8/22 Council Meeting, Staff presented background information on the potentially adding fencing as follows:

While fence installation is a relatively simple construction task, portions of the Pinch Point area (where residents are requesting the additional fencing) are within the floodplain and/or wetlands which would likely require permitting per our design firm. As indicated below, even governmental agencies who handle wetlands permitting recognize the complexity in floodplain/wetlands law compliance/permitting:

“Federal and state governments have written a number of laws and regulations designed to protect wetlands. Because of the complexity of these laws and regulations and the number of different agencies involved in enforcement, complying with these regulations can be complicated.”¹

“The process of applying for a permit when you have a project can be confusing. It can be difficult to figure out if you need to apply for a permit, whether you need written approval, what applications to complete, or whether you will be required to provide compensatory mitigation.”²

If the Council decides to pursue adding fencing, there are multiple unknowns and the Town would likely need to start by engaging an outside consultant at a cost to determine feasibility/location, assist the Town with understanding/ensuring wetlands and floodplain law/permitting compliance, undertaking any additional studies required, and incorporating the design. Staff have reached out to our design firm for a scope of work and quote. Ultimately, the Council would likely need to approve additional funding for these efforts in addition to the cost for adding the fence itself and the ongoing cost for maintaining the fence long-term including any future fence replacement costs.

- At the 8/8/22 Council Meeting:
 - 3 residents spoke during citizen comments and expressed a desire to see the Town add fencing in the Pinch Point area on Town property. Resident concerns included screening and security.
 - Council expressed a desire to better understand the costs of adding a fence in the Pinch Point Area on Town property and directed Staff to work with its Greenway design firm to develop a cost for ensuring wetlands/floodplain compliance, developing a design, and an estimate for adding fencing within the floodplain.
 - Council advised that they want the engineering firm to analyze options and recommend a fencing that will be able to last and limit ongoing maintenance costs due to the amount of water in the area along with providing screening.

Update:

- Staff have engaged the Town’s greenway design/engineering/architectural firm (“design consultant”) per the Council’s direction. The estimated cost of

¹ Vernon N. Cox, Leon E. Danielson, and Dana L Hoag, Agricultural and Resource Economics, Applied Resource Economics and Policy Group, Department of Agricultural & Resources Economics (AREP93-3-July 1994).

² NC Division of Water Resources. 2018-2022. North Carolina Wetlands Information.

<https://www.ncwetlands.org>. Published by the North Carolina Division of Water Resources, Water Sciences Section.

responding to the Council's direction has been approximately \$2,500 not including Town staff time.

- To add privacy fencing in the requested location so that screening is provided between the concerned residents and the planned greenway trail, the fencing would need to be located in Union County's sewer easement. However, Union County has indicated it does not allow the construction of fences inside sewer easements because fences can cause issues with access for the easement and mobility when having to repair utility lines. As a result, the Town will not be able to install fencing in the location requested by the residents.
 - Alternatively, the Town could potentially install the fencing on the Vickery HOA property in between the concerned residents' properties and the Vickery HOA property. However, the Vickery HOA would need to provide an easement for the Town to install and maintain the fencing to the Town on this HOA property.
- The Town's greenway design/engineering/architecture firm ("design consultant") advised that fencing is not ideally located a wetlands/floodplain area with heavy wetness and so putting one here will increase costs dramatically from the compliance, engineering, materials, and construction methods perspectives.
 - For example, some challenges that will increase cost include:
 - Typical wood fencing bases will not be sufficient in this soil and so something with much more heavy-duty footers is needed.
 - Typical construction methods would likely not be allowed to install the fencing due to the location. Instead, any contractor will likely need to use lower impact methods which will likely increase cost.
 - The typical lifespan of a wood fence is around 15 to 25 years if it is moderately maintained and in an average location. However, the design consultant advised that in the proposed greenway location, a wood fence, even with engineered heavy-duty footers, would likely require maintenance at least annually if not more in some years and might need to have most of its wood components replaced every 5 to 10 years given the water volume it will face but this could vary by location.
- The Town's design consultant has advised that to make fencing last in this location and reduce maintenance, they would recommend heavy-duty footers, metal/vinyl framing, and a composite plank interior that does not absorb moisture and is a darker color. This would not reduce maintenance completely but would likely result in the cheapest long-term cost. Enclosed are some sample images and a conceptual layout for general illustrative/conceptual understanding.
- The soil composition means that the Town would need to get geotechnical borings to ensure adequate information for the design consultant to engineer the plans. The cost estimate for this work is approximately \$5,000.
- However, as a preliminary estimate, the design consultant has reviewed the work to be done, market conditions, and has estimated the cost total cost for the following:

- Recommended fencing is approximately \$131,000 plus site prep/tree removal costs and legal costs (rough estimate – needs to be confirmed after engineering completed). This would be for approximately 450 linear feet of fencing (see attached for rough approximation of location) which would limit (but not eliminate) ongoing maintenance needs. This estimated cost includes boring/geotechnical costs, base engineering, updating the design plans, handling permitting, contract administration, and construction.
- Wood fencing (Not Recommended) cost would be approximately \$81,000 plus site prep/tree removal costs and legal costs (rough estimate – needs to be confirmed after engineering is completed). This would require significant ongoing maintenance needs and potential replacement of wood parts from time to time and those costs are not included. This number includes boring/geotechnical costs, base engineering, updating the design plans, handling permitting, contract administration, and construction.

Pros vs. Cons for Adding Recommended Fencing Type:

PROS	CONS
<ul style="list-style-type: none"> • Recommended fencing should limit ongoing maintenance costs. • Helps address the property owners' concerns regarding screening immediately beside the Greenway Pinch Point. • Could respond to precedent argument that the Town will not put up anymore fencing moving forward, argue that this is unique situation. 	<ul style="list-style-type: none"> • Unusually high cost due to fence location and there is a cheaper screening alternative. • Does not address resident perceived security concerns (anyone could simply walk around the fence). • Some might criticize the high public cost to directly benefit four properties. • Sets precedent for other residents to request fencing along future Town trails, which could increase future greenway costs significantly. • Design consultant has advised structures put immediately on public trails (like benches, fencing, etc.) are often susceptible to “carving” vandalism.

Town Council Options:

- **Option #1** - Pursue adding fencing in this area by directing/authorizing staff to request that the Vickery HOA provide a formal easement to allow the Town to construct fencing in the requested location and provide future maintenance. If the Vickery HOA provides the required documents, then the Town Council would also authorize staff to get geotechnical borings and design work completed while understanding that that preliminary cost estimates could change in the future.
 - o Required next steps:
 - Provide feedback on which type of fencing - recommended fencing vs. wood fencing.
 - Direct/authorize staff to request the Vickery HOA to provide an easement for construction/maintenance of fencing in the HOA property along with written certification from their attorney that their HOA has followed all internal rules and is authorized to provide such an easement. This easement would be needed as soon as possible to ensure the contractor will have sufficient time to allow the fencing to be installed while mobilized on site. The Town would cover its legal costs and the HOA would cover its own.
 - If such an easement is granted, then Council direct/authorize staff to:
 - Waive doing an RFQ for selecting the geotechnical firm due to the probable cost of the contract as compared to the resources needed to go through the RFQ process.
 - Get geotechnical borings to allow the design consultant to develop engineering standards;
 - Direct staff to get design consultant to update plans to include fencing; and
 - Direct staff to seek a change order cost from the Town's current contractor for the Stallings Greenway Project. (Note - these costs do not include the cost of bidding out the project, administrative costs would increase if we bid this project out as compared to using the current contractor).
 - Council also commits to approving a future budget amendment to cover the cost of engineering, boring/geotechnical, along with the Town's own legal costs.
- **Option #2** - Direct staff to continue with the approved plans previously agreed to with the Vickery HOA Board including \$15,000 in landscaping in the Pinch Point area.
- **Option #3** - Direct staff to continue with the approved plans previously agreed to with the Vickery HOA Board but increase the landscaping allowance from \$15,000 to \$30,000 to allow for the installation of more mature (and thus larger) vegetation in the Pinch Point area. Council will need to approve a subsequent budget amendment.

- Option #4 - Set an amount, such as the \$15,000 landscape budget or whatever the Council deems appropriate, to partially refund the four property owners if they would like to engage a contractor to put up a fence on their own property as the private property owners can likely get a much lower cost than the Town. (NOTE - residents have advised that the HOA would need to change its rules to allow for a privacy fence).