



September 11, 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 9-11/Patriot Day Moment of Silence 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. Minutes from the following meetings: (1) 08-14-2023 B. Amended Budget Ordinance 4 – Police Bullet Proof Vest C. Amended Budget Ordinance 5 - PD Grant: School Resource Officer Union County Public School Reimbursement D. Union County Order of Collection and Settlement Report E. Sidewalk Study Approval	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:45 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve Agenda
4.	7:47 p.m.	Parks and Recreation - Parks Hours Ordinance <i>(Second and Final Read)</i>	Eunice Donnelly, Parks & Rec. Dir.	Adopt/deny ordinance
5.	7:50 p.m.	Sewer Capacity Study Contract	Kevin Parker, Engineering Dir. Chip Smith, Kimley Horn	Approve/deny contract
6.	8:00 p.m.	325 Stallings Road A. Possible Demolition Costs B. Asbestos Removal Costs	Kevin Parker, Engineering Dir.	Information and possible action

7.	8:15 p.m.	Town Hall HVAC Design	Kevin Parker, Engineering Dir. Melanie Cox, Town Attorney	Information and possible action
8.	8:25 p.m.	Twin Pines A. Mini Brooks Act B. Final Design Contract Approval	Kevin Parker, Engineering Dir.	Approve/deny contract
9.	8:35 p.m.	October Trivia Night Beer and Wine Sales Approval	Eunice Donnelly, Parks & Rec. Dir.	Approve/deny beer and wine sales
10.	8:40 p.m.	Regional Sewer Collaboration Discussion (Ayers)	Steven Ayers, Council Member	Information and discussion
11.	8:55 p.m.	Closed Session Pursuant to NCGS 143-318.11(a)(3)	Wyatt Dunn, Mayor	Recess into closed session
12.	9:05 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

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

The Town Council of the Town of Stallings met for its regular meeting on August 14, 2023, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Steven Ayers, Taylor-Rae Drake, Heather Grooms, Graham Hall and Brad Richardson.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Town Engineer; Justin Russell, Assistant Town Engineer; Jamie Privuznuk, Finance Officer; Eunice McSwain, Parks and Recreation Director; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

Joyce Rupert, 3026 Fresia Place, inquired about the laws governing boarding houses/transit houses. She said that a neighboring home had people coming and going all night. It was a rental home and had been going on for two years.

1. Approval of Consent Agenda Items

A. Minutes from the following meetings:

- (1) 06-12-2023
- (2) 06-12-2023 – closed
- (3) 06-26-2023
- (4) 06-26-2023 – closed
- (5) 07-10-2023
- (6) 07-10-2023 – closed

B. Amended Budget Ordinances

- (1) 01 – CRTPO Grant Transfer
- (2) 02 – General Fund Encumbrance
- (3) 03 – Powell Bill Encumbrance

C. Park and Recreation Department Christmas Lights Installation

D. Police Department Vehicle Purchase

E. Union County Emergency Action Plan Amendment Resolution

Council Member Scholl made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Drake which passed unanimously by Council. *Amended Budget Ordinance 01 - CRTPO Grant Transfer; Amended Budget Ordinance 02 - General Fund Encumbrance; Amended Budget Ordinance 03 - Powell Bill Encumbrance; and Union County Emergency Action Plan Amendment Resolution* are attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from the Mayor

Mayor Dunn reported that he contacted NCDOT about the intersection at Stevens Mill/Idlewild Road and it would be repaired by NCDOT with spot repairs.

B. Reports from Council Members/Town Committees

Council Member Graham stated that the Back-to-School Drive was a success.

Council Members Drake, Grooms, Ayers, and Scholl had no reports.

Council Member Richardson reported that the Chestnut area roundabout which was in the state roadway mowing program was an inadequate schedule for the necessary maintenance. Staff was researching landscaping costs for that area.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported:

- The Department Head Team was very strong currently. Staff had been engaging in team exercises to grow more as a team. Mr. Sewell would like to have a consultant on board regarding bonding in the near future and would go through the RFQ process.
- 2725 Old Monroe Road Property/Former Tractor Dealership: Water lines were too small going to the building to accommodate the desire use of the Council. Also, the staff was investigating the sewer line sizes that may have to be upgraded to allow for the types of businesses the Council desired in the strategic plan.
- Chief Dennis Franks reported that the Back to School Bash was very successful for the community with over 300 attendees with 21 volunteers. Over 115 backpacks were given out including three bicycles.
- Parks and Recreation Director Eunice Donnelly reported on Middle School Madness from the previous week. There were about 60% Stallings residents at the event and was a successful event.
- Assistant Town Manager Erinn Nichols reported that the Staff would be participating in an Emergency Tabletop Exercise with Union County Emergency Services in the coming week in order to further prepare for different types of disaster scenario.

3. Agenda Approval

Council Member Grooms requested removing Agenda Item 9, *Swimming Pool Setbacks (Grooms)*.

Council Member Richardson made the motion to approve the Agenda with the above noted change. The motion received Council's unanimous approved after a second from Council Member Scholl.

4. Annexation 57 – Lawyers Road

A. Public Hearing

Mayor Dunn opened the public hearing. Assistant Town Manager Nichols explained this was the final step in Annexation 57 – Lawyers Road. The property proposed for annexation was 1.23 acres located off of Lawyers Road near Stevens Mill Road.

Rob Carpenter, Millbrook Lane, wanted to know the zoning on the surrounding the properties.

Mayor Dunn closed the public hearing.

B. Ordinance to Extend

Council Member Richardson made the motion to adopt the *Ordinance to Extend – Annexation 57 – Lawyers Road*. The motion was seconded by Council Member Scholl and passed unanimously by Council. The *Ordinance to Extend – Annexation 57 – Lawyers Road* is attached to these minutes and therefore incorporated herein.

5. RZ23.06.01 – 14721 Lawyers Rd

A. General Rezoning from Union County R-20 to MU-2

Mayor Dunn opened the public hearing.

Planning Director Hsiang presented the Council with the information on the requested zoning explain the request was a general rezoning request for Union County Residential 20 (R-20) to Mixed-Use 2 (MU-2) at the location at parcel ID #08324001, a property 1.23 acres in size at 14721 Lawyers Rd. Planning Board and Staff recommended approval. Planning Director Hsiang's presentation is attached to these minutes and therefore incorporated herein.

Ms. Curtis, 1240 Avalon Place, stated a motorcycle shop was being operated there prior to the home being burned down. She wanted the Council to consider the surrounding areas before rezoning.

Koby Huneycutt, 518 Dunfield Drive, owner of the property and applicant, wanted to make it a commercial use that would be positive for the whole neighborhood.

Council heard concerns from neighbors adjoining the lot regarding noise and an inability to sleep and enjoy their property if it was rezoned to commercial. Mayor Dunn then closed the public hearing.

Town Attorney Cox then clarified the rules of a rezoning and how they differed from a conditional

zoning specifically that rezoning did not require a site plan and did not specify a particular use. Council discussed the concerns and that a conditional rezoning would be more favorable than a general rezoning.

Council Member Richardson made the motion to approve RZ23.06.01 – 14721 Lawyers Rd. general rezoning from Union County R-20 to MU-2. Council Member Ayers seconded the motion. The Clerk was asked to conduct a roll call for the vote which is listed below. The motion failed by a 2 to 4 vote with Council Members Hall, Drake, Grooms, and Scholl voting against the motion.

Council Member Hall – Nay
Council Member Drake – Nay
Council Member Grooms – Nay
Council Member Ayers – Yes
Council Member Scholl – Nay
Council Member Richardson – Yes

B. Statement of Consistency and Reasonableness

Mayor Dunn read the *Statement of Consistency and Reasonableness for RZ23.06.01 – 14721 Lawyers Rd.* into the record. Council Member Grooms made the motion to approve *the Statement of Consistency and Reasonableness for RZ23.06.01 – 14721 Lawyers Rd.* to which Council Member Drake seconded. The motion passed by a 5 to 1 vote with Council Member Richardson opposing. The *Statement of Consistency and Reasonableness for RZ23.06.01 – 14721 Lawyers Rd.* is attached to these minutes and therefore incorporated herein.

6. Pleasant Plains Subdivision Roads Acceptance Resolution

Associate Engineer Justin Russell explained to the Council that Lennar had requested the Town of Stallings accept the right-of-way designated as public right-of-way (R/W) in the approved Pleasant Plains subdivision Construction Documents. The public improvements within the R/W consisted of streets, street lighting, sidewalks, and drainage infrastructure. The applicant had met all the established criteria of the Town of Stallings Street Acceptance Policy (Accepting Existing Private Roads by Developer); therefore, staff requested the Council accept the 0.397 miles of R/W designated as public right-of-way (R/W) in the approved Pleasant Plains Subdivision Construction Documents and corresponding maintenance of the public improvements within the R/W consisting of streets, street lighting, sidewalks, and drainage infrastructure. Mr. Russell memo regarding this item is attached to these minutes and therefore incorporated herein.

Council Member Richardson made the motion to approve the *Pleasant Plains Subdivision Roads Acceptance Resolution*. The motion was seconded by Council Member Ayers and passed unanimously by Council. The *Pleasant Plains Subdivision Roads Acceptance Resolution* is attached to these minutes and therefore incorporated herein.

7. Streetscape Plan

A. Plan Adoption and Ordinance Incorporation

Planning Director Hsiang presented the Council with the Stallings Streetscape Plan. Staff requested the following action items:

- (1) Plan Adoption and Ordinance Incorporation
 - Adoption of the Stallings Downtown Streetscape Plan
 - Direct staff to implement Streetscape requirements into the Stallings Development Ordinance
- (2) Streetscape Investment
 - Decide on whether the Council wanted to invest in Streetscape improvements in front of Town-owned property

Mr. Hsiang presentation is attached to these minutes and therefore incorporated herein.

Council Member Hall made the motion to adopt the Stallings Streetscape Plan and direct staff to implement Streetscape requirements into the Stallings Development Ordinance but hold off on investing in the project. The motion was seconded by Council Member Grooms and passed unanimously by the Council.

B. Streetscape Investment

Please see the above motion for action on this item.

8. Parks and Recreation – Parks Hours Ordinance (First Read)

Park and Recreation Director Donnelly explained that the Parks and Recreation Department was requesting to assign appropriate Park hours into the Code of Ordinances. With the opening of the new greenway, along with our expanding park system, it was in the community's best interest to set a parameter around when it is allowed/not allowed to be on Town's Park Property. This will allow the Police Department to remove patrons from park property outside of the operational hours.

Town Attorney Cox explained due to the criminal penalty in the ordinance, two readings of the ordinance was required. If the Council chose to move forward with the ordinance, it would vote on it at the 09-11-2023 meeting after a second reading.

The Council had no questions and would hold the second reading of this ordinance at its 09-11-2023 Council Meeting.

- 9. Swimming Pool Setbacks (Grooms)
This item was removed from the Agenda.

10. Adjournment
Council Member Grooms moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 8:03 p.m.

Approved on _____, 2023.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: September 11, 2023
RE: MEMO - ABO #4 and Bullet Proof Vest DOJ Cash Receipt

Background:

The Police Department receives reimbursement from the Department of Justice (DOJ) for expenses associated with the purchase of bullet proof vests. During the FY24 budget process, the Town budgeted \$2,288 in ~~General~~ tax dollar revenue to pay for the bullet proof vests in advance of DOJ reimbursement. In July, the Town received \$1,003.23 from the DOJ for the Police Department's bullet proof vest purchase(s). Attached is Amended Budget Ordinance #4, which shows an increase to the Bullet Proof Vest Grant revenue budget and the associated increase to the grant's expense budget.

Requested Action:

Staff respectfully asks you to recognize, receive and appropriate new revenue in the amount of **\$1,003.23** from the DOJ for the Police Department's Bullet Proof Vest grant program and to amend its current operating budget ordinance accordingly.

cc: Chief Dennis Franks

AMENDED BUDGET ORDINANCE – NO. 4
TOWN OF STALLINGS, NORTH CAROLINA
FISCAL YEAR 2023-2024

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2023-2024 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
<u>General Fund:</u>				
<u>Revenue Budget:</u>				
DOJ - Bullet Proof Vest Grant	10-10-3430-320	\$ 2,288	\$ 3,291.23	\$ 1,003.23
<u>Expense Budget:</u>				
DOJ - Bullet Proof Vest Grant	10-10-4410-090	\$ -	\$ 1,003.23	\$1,003.23

Explanation: To recognize, receive and appropriate new revenue from the Department of Justice in the amount of \$1,003.23 for the Police Department's Bullet Proof Vest grant reimbursement program and to amend its current operating budget accordingly.

This Amendment to the Budget Ordinance shall be effective upon adoption.

The said Budget Ordinance, except as amended, shall remain in full force and effect.

ADOPTED this the 11th day of September 2023.

Wyatt Dunn, Mayor

Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: September 11, 2023
RE: **MEMO - Police Department SRO Grant Fund Award Receipt**

Background:

The Union County Public School ("UCPS") system received a state grant award from the NC Department of Public Instruction to partially fund 16 School Resource Officer ("SRO") positions throughout Union County. The SRO, located at Stallings Elementary School, is partially funded through the UCPS SRO state grant award program. The grant award terms include up to \$36,666 annually for salary and benefits, including \$5,200 for the purchase of a Motorola radio. Council received a presentation from Chief Franks regarding the full-time SRO position and the UCPS state grant fund award program at its December 12 Council Meeting.

The Town received \$17,626.40, in UCPS SRO state grant award funds, as reimbursement for the salary and benefits associated with the SRO position. Staff respectfully asks that you increase your operating budget, appropriate these new funds to the Town's Police Department's budget and amend your FY24 Budget Ordinance accordingly.

Requested Action:

Amend the FY24 Budget Ordinance to recognize, receive and appropriate an increase of \$17,626.40 in new state grant award revenue from UCPS for the Town's Police Department School Resource Officer position. (See attached Amended Budget Ordinance No. 5

cc: Chief Dennis Franks, Police Department

AMENDED BUDGET ORDINANCE – NO. 5

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2023-2024

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2023-2024 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
<u>General Fund:</u>				
<u>Revenue Budget: Police Department</u>				
SRO - Union County [Public School] Grant	10-10-3430-331	\$ -	\$ 17,626.40	\$ 17,626.40
<u>Expense Budget: Police Department</u>				
SRO - Union County [Public School] Grant	10-10-4410-091	\$ -	\$ 17,626.40	\$17,626.40

Explanation: To recognize, receive and appropriate new revenue from the Union County Public School system in the amount of **\$17,626.40** for the Police Department's School Resource Officer, located at Stallings Elementary School, personnel expenses and amend the current operating budget ordinance accordingly.

This Amendment to the Budget Ordinance shall be effective upon adoption.

The said Budget Ordinance, except as amended, shall remain in full force and effect.

ADOPTED this the 11th day of September 2023.

Wyatt Dunn, Mayor

Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: September 11, 2023
RE: **MEMO - Union County Order of Collection and Settlement Report**

Background:

Council designates the Union County Tax Collector to collect the real and personal property taxes as set forth in the tax records and receipts filed with the Office of the Tax Administrator annually per § 105-321.

On August 15, the Town received an Order of Collection request from Union County Tax Administrator Vann Harrell. In short, the Order authorizes and empowers Union County to collect the total 2023 tax charge of \$5.4 million, which includes the general tax (\$4.5M), the stormwater fee (\$842K), and any late list penalties (\$3K). Attached is the August 15 *Tax Charge For FY24* letter from Union County.

Request for Action:

Staff respectfully asks you to review and adopt the Order directing the Union County Tax Administrator to collect the taxes charged in the tax records and receipts, which were submitted to Union County in August 2023.



August 15, 2023

TAX CHARGE FOR FISCAL YEAR 2023-2024

TO: Vann Harrell, Tax Administrator for the County of Union

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2023 tax records as filed in the Office of Tax Administrator, and in the tax receipts delivered to the Tax Administrator's Office in August 2023, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien on all real property of the respective taxpayers in the Town of Stallings. You are further authorized, empowered, and commanded to collect the 2023 taxes charged and assessed as provided for by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law.

This Order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property and attach wages and/or other funds of such taxpayers, for and on account thereof, in accordance with the law.

The Tax Charge will be adjusted monthly according to releases, discoveries, and motor vehicle billings.

	Tax Charge	
General Tax		\$4,565,596.11
Stormwater Fees		\$842,723.00
Late List Penalties		\$3,387.72
Total Tax		\$5,411,706.83

Witness my hand and official seal this _____ day of _____, 2023

Mayor, Town of Stallings


Vann Harrell, Tax Administrator

Attest:

Clerk, Town of Stallings

Tax Administration
500 North Main St. Suite 236
Monroe, NC 28112
T 704.283.3746

unioncountync.gov



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: September 11, 2023.
RE: Comprehensive Right-of-Way Assessment Contract Approval

In accordance with the Town's Sidewalk Policy, Staff is expected to inventory and inspect all the Town's pedestrian infrastructure every 3 years. To ensure the Town is staying in compliance with the Sidewalk Policy, Council approved a \$50,000 budget to perform a comprehensive right-of-way assessment in FY2024.

Staff received two quotes to perform the comprehensive right-of-way assessment and Precision Infrastructure Management provided the lowest quote at \$37,250.

Key Items

- Comprehensive Right-of-way Assessment Encompasses
 - Identifying and inventorying all Town pedestrian infrastructure.
 - Inspect pedestrian infrastructure and assess for deficiencies and ADA and PROWAG compliance.
 - Provide recommendations for replacement, maintenance, and/or alternative repair methods.

Action Requested:

Authorize the Town Manager to execute a contract with Precision Infrastructure Management for a fee of up to \$40,000.

TOWN OF STALLINGS, NC

ROW SELF-ASSESSMENT and PONDING MITIGATION FEASIBILITY

PROPOSAL

Prepared for

Mr. Kevin Parker

Town Engineer, Town of Stallings, NC

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INFRASTRUCTURE
MANAGEMENT

Casey Penland, Business Development Manager

C: (336) 870-5602

c.penland@precisioninfrastructuremgmt.com

TOWN OF STALLINGS, NC RIGHT-OF-WAY SELF ASSESSMENT and PONDING MITIGATION FEASIBILITY PROPOSAL

Prepared for
Kevin Parker, Town Engineer

EXECUTIVE SUMMARY

Using the information provided by **Mr. Kevin Parker, Town Engineer**, Precision Infrastructure Management (PIM) proposes to assist the Town of Stallings with its Pedestrian Right-of-Way Self-Assessment, which is required by Title II of the [Americans with Disabilities Act \(ADA\)](#).

PIM's self-assessment can include the following:

- 1) Right of Way Self-Assessment, or;
- 2) Right of Way Self-Assessment & Ponding Mitigation Survey and Feasibility

PIM's proposal includes pricing options for each of these scenarios.

PIM is a corporation whose business is based solely on ADA Transition Plans, Condition Studies, and Pedestrian Infrastructure Management. Our experts have assisted our clients in improving pedestrian accessibility, safety, alleviating trip and fall liability, exceeding the requirements of the Americans with Disabilities Act (ADA), and improving community assets across the United States for more than a decade. **We have worked with more than 500 municipal entities and projects across the Mid-Atlantic to help them complete ADA transition plans, comply with ADA Title II and III requirements, and to evaluate and maintain their right-of-way, facilities, and parks.** Our singular focus has allowed us to invest in specialized software systems, methodologies, skilled field collection technicians, and compliance staff that add efficiency to the tedious – yet important job – of finding, analyzing, and prioritizing remediation of barriers for people with disabilities.

Within the State of North Carolina alone, we have worked with more than 100 municipal entities to help them complete ADA transition plans, comply with ADA Title II and III requirements, and assess and maintain their right-of-way, facilities, and parks.

PIM Condition Assessments are not a sample of the conditions but a comprehensive assessment that allows the Town of Stallings to use it as part of an implementation plan to improve ROW accessibility on pedestrian walkways, facilities, and parks.

PIM aspires to provide actionable data and reports that will reduce overall budget expenditures while improving accessibility for Stallings’ residents and visitors.

TECHNICAL APPROACH

PIM will employ a phased approach to develop and execute the Self-Assessment for the Town of Stallings’ scope of work. The phases include:

- 1) Organization & Initiation
- 2) Data Collection and Analysis
- 3) Recommendations, Budgets, and Reports development
- 4) Self-Assessment finalization, Presentation of deliverables, and Project Closeout

ORGANIZATION AND INITIATION

The Organization Phase starts with an introduction of the PIM project team to the Town of Stallings project team through a project kickoff meeting. At this meeting the scope and schedule for the project are confirmed. Any initial schedule adjustments from the proposed schedule should be made at this time. Roles and responsibilities for each team member will be clarified and any Town policies or procedures the PIM team needs to be made aware of should be shared at this time. A schedule for routine project updates and milestone deliverables (if required) will be determined during this phase. Project Deliverables will also be clarified at this phase.

Organization and Initiation Phase Schematic



DATA COLLECTION AND ANALYSIS

Self-Assessment of Pedestrian ROW

The majority of ADA compliance issues will be found during the pedestrian ROW assessment. Consequently, PIM believes this portion of the assessment is of the utmost importance. Proper training for surveyors on field collecting in the ROW can provide the difference between an incomplete self-assessment and the successful execution of Stallings' ADA goals.

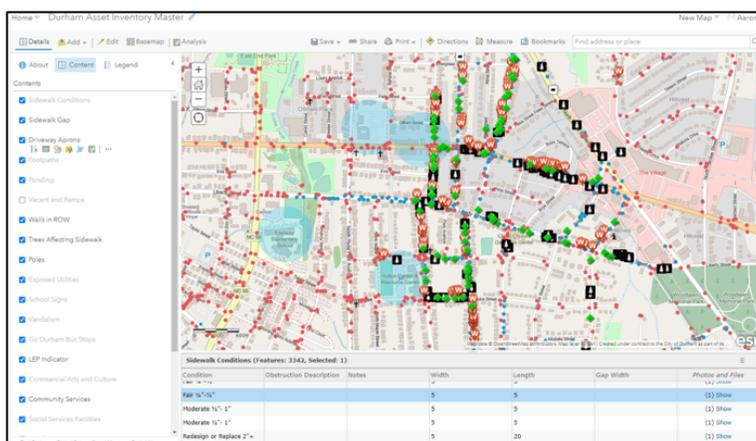
PIM will use its proprietary data collection methods for ROW and facility evaluations that incorporates the ADA Accessibility Guidelines for ADA Transition Planning, Public Right-of-Way Accessibility Guidelines (PROWAG), and Self-Assessment Checklists for Public ROW. References to these standards and guidelines are provided below.

- ADA Transition Plan Guidelines Title II Checklist: [Checklist](#)
- Public Right-of-Way Accessibility Guidelines: [PROWAG](#)
- ADA Accessibility Guidelines: [ADAAG](#)
- Manual on Uniform Traffic Control Devices for Streets and Highways: [MUTCD](#)
- North Carolina Department of Transportation 2015 ADA Self-Assessment & Transition Plan [NCDOT](#)

The public ROW evaluation is based on a 5-step industry leading framework that includes the following steps.

1. Identify & Inventory
2. Inspect & Assess
3. Analyze & Decide
4. Prioritize Work
5. Repair, Demolish & Replace, or Remediate

PIM's Process is derived from the practice of Asset Management. For municipalities, Asset Management seeks to optimize life cycle costs for infrastructure assets by extending the useful life of each asset (to reach or exceed its design target) and lower the overall cost of new construction or renewal maintenance activities.



PIM will use PROWAG as the basis for all public ROW evaluations. PIM will produce a report detailing all deficiencies, recommendations to mitigate those deficiencies and budget estimates for the cost of mitigation by category of deficiency. Each site's facilities and deficiencies will be mapped into an ArcGIS layer to provide visual representation of the deficiencies and used as a platform to build the Self-Assessment.

General meta-data variables and deficiencies routinely captured include but are not limited to

the following: vertical displacement height class, GPS latitude / longitude coordinates, square footage of sidewalk panels, linear feet of curb / gutter, deficiency type, pictures and/or priority rating values (PRV).

Ponding Survey and Mitigation Feasibility Analysis

Areas of ponding water create accessibility issues on roadsides, at intersections, and for accessible routes in the Pedestrian ROW. Ponding also accelerates infrastructure degradation, as sitting water degrades asphalt and concrete if not mitigated.

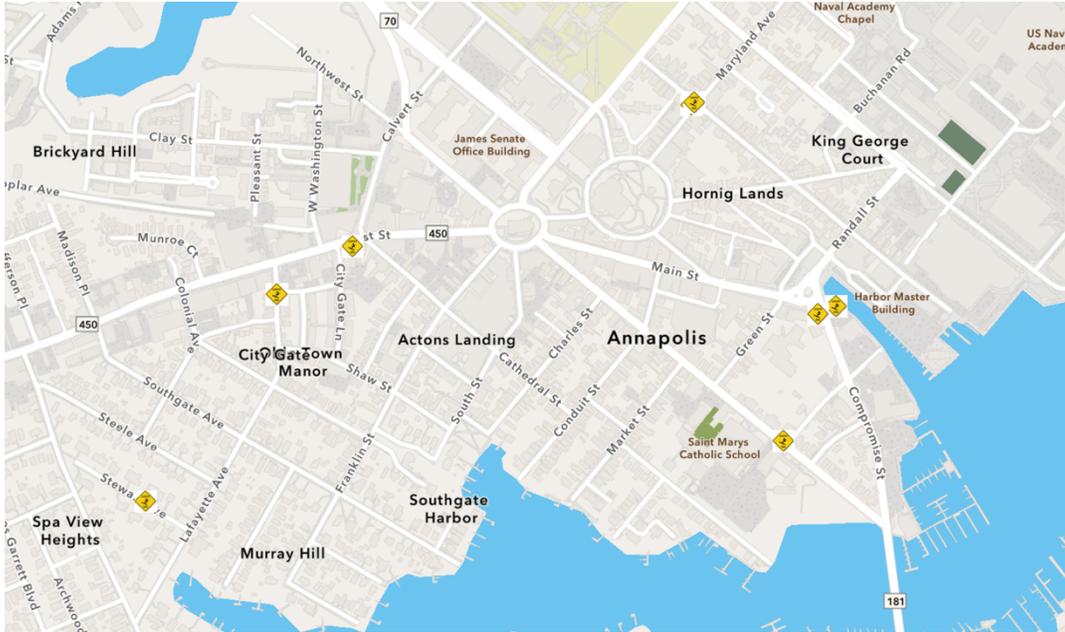
PIM has developed a patented process (U.S. Patent No. 11,686,051) to mitigate ponding at a fraction of the cost and time using more traditional methods. Utilizing survey resources already deployed for the Stallings Self-Assessment project, PIM proposes to perform a survey for ponding locations in the Emerald Lake Golf Club neighborhood. Following in-field identification, these locations will be assessed for mitigation feasibility using online maps and Street View technology. Following discussion with the Town of Stallings on prioritization, PIM will perform full onsite feasibility on 5 of the identified locations.



Boundaries of proposed ponding survey area.

Step 1 – Survey Identification

PIM’s trained surveyors will inspect street/sidewalks in the Emerald Lake Golf Club neighborhood to identify ponding areas. Ponding locations will be collected in a separate layer within ArcGIS.



Example of ponding mitigation layer for project in Annapolis, MD.



Ponding area identified by PIM staff earlier in 2023. Geolocation and photos of each location will be provided.

Step 2 – Onsite and Online Pre-Feasibility

Using onsite and online inspection, PIM will assess identified ponding locations and suggest either traditional demolition and replacement (D&R) or the usage of PIM’s patented alternative maintenance activity. Typically, 70% of locations are found to be feasible for alternative maintenance activities.



Pre-feasibility notes on ponding location

Step 3 – Onsite Feasibility

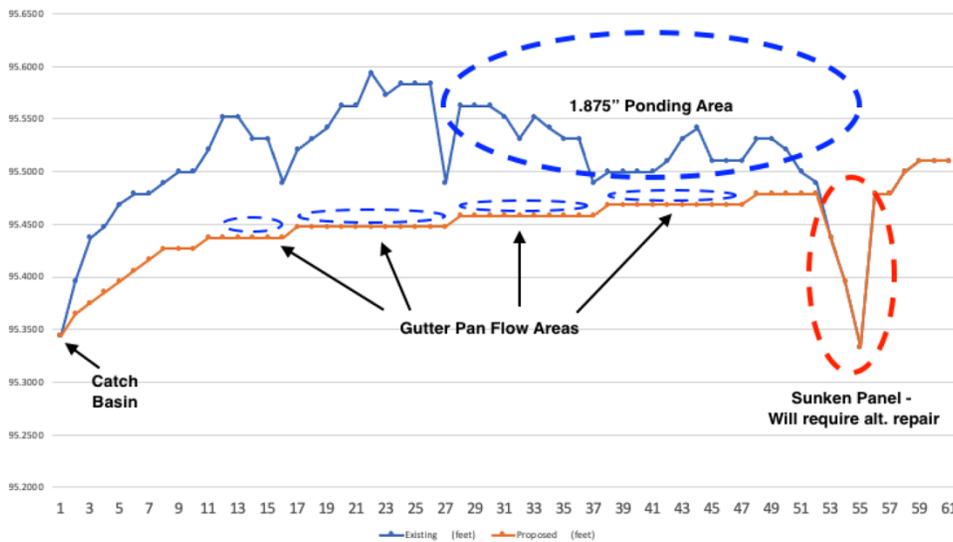
If a site passes pre-feasibility, PIM will dispatch a survey team with a rotary laser level to perform a full onsite feasibility. The onsite feasibility will determine the relative elevation at the ponding location. PIM will then analyze the data and suggest topographical adjustments to mitigate ponding at that location.



PIM staff performing onsite feasibility.

Step 4 – Repair Proposal

PIM will deliver a mitigation proposal to the Town of Stallings, detailing the cause of the ponding, suggested topographical alterations, and pricing.



Example of plot showing ponding and proposed topographic alterations.

RECOMMENDATIONS, BUDGETS, & REPORTS DEVELOPMENT

Collecting accurate deficiency data is only the first step in the Self-Assessment process. Many consultants and municipalities can be overwhelmed by the sheer volume of deficiency data, leading to “analysis paralysis.” Often the data, collected at great cost, is mothballed before a report is even delivered. This is why PIM puts such great value on collecting actionable data and developing meaningful prioritization metrics for our clients.

Maintenance activities, demolition & replacement (D&R), cost estimation, and long-term planning

Utilizing recommended maintenance activities and D&R, short- and long-term cost estimates and planning is conducted. The best solution will depend on the type of defect, extent of damage, and deterioration by deficiency. Using a preponderance of best practice data from municipalities across the United States, PIM recommends adopting the following policy as it relates to sidewalk maintenance:

- Always repair wherever and whenever possible, while staying compliant with ADAAG and PROWAG
- Use demolition and replacement as a last resort.

This policy maximizes budgets, pedestrian safety, and compliance. Using a set of industry benchmarks for the four different maintenance activities, we have provided estimates of cost for addressing a sample set of deficiencies. PIM will organize ROW collection data to ensure alternative maintenance activities can be utilized for certain deficiency categories. Examples of how data will be collected and presented in ArcGIS can be found in Exhibit B.

Legal Disclaimer

While PIM endeavors to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of data points and therefore cannot make any guarantees or warranties regarding the completeness of our assessments. PIM acts as an advisor to its clients and is not an engineering firm. No engineer has vetted or approved the data PIM provides. Should you identify any missed data points, whether within the specified scope of this project or not, please contact us and we will work with you to address them. Self-assessments are required of municipalities by law and it is the municipalities' responsibility to fully collect this data accurately. It is entirely the municipalities responsibility to utilize this data however they deem appropriate.

PRICING SUMMARY OPTIONS

PIM is offering two separate pricing and scope options for completion of the Town of Stallings' ROW Self-Assessment.

Option 1 — ROW Self-Assessment - \$32,725*

Option 2 —ROW Self-Assessment and Ponding Feasibility - \$37,250*

**This cost assumes 40 miles of sidewalk. Additional mileage beyond 40 miles, or additional facilities/parks, will require a change order.*

PROJECT SCHEDULE AND DURATION

The field collection portion of this project is anticipated to take approximately 30 days to complete, with the note that wet weather days may delay our operations. No assistance will technically be required from the Town of Stallings by our field collection team, we do welcome site visits, evaluations, and recommend periodic meetings with your staff at your convenience at any time.

SAFETY

PIM has a flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities we are surveying. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE AND INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested.

ESTIMATE & PROPOSAL

PIM CP23-207-01

July 26, 2023

Casey Penland, Business Development Manager

(336) 870-5602

c.penland@precisioninfrastructuregmt.com

CONFIDENTIALITY

This copyrighted material is presented by PIM to the Town of Stallings for the purpose of evaluating an offer to provide self-assessment, condition study, and ADA transition related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuregmt.com
or Fax to: (800) 734-8891

PIM is offering two separate pricing and scope options for completion of the Town of Stallings' ROW Self-Assessment.

_____ **Option 1** — ROW Self-Assessment - \$32,725

_____ **Option 2** — ROW Self-Assessment & Ponding Mitigation Analysis for Emerald Lake Golf Club neighborhood - \$37,250

Approved By: _____

Title: _____

Signature: _____

Phone: _____

Email: _____

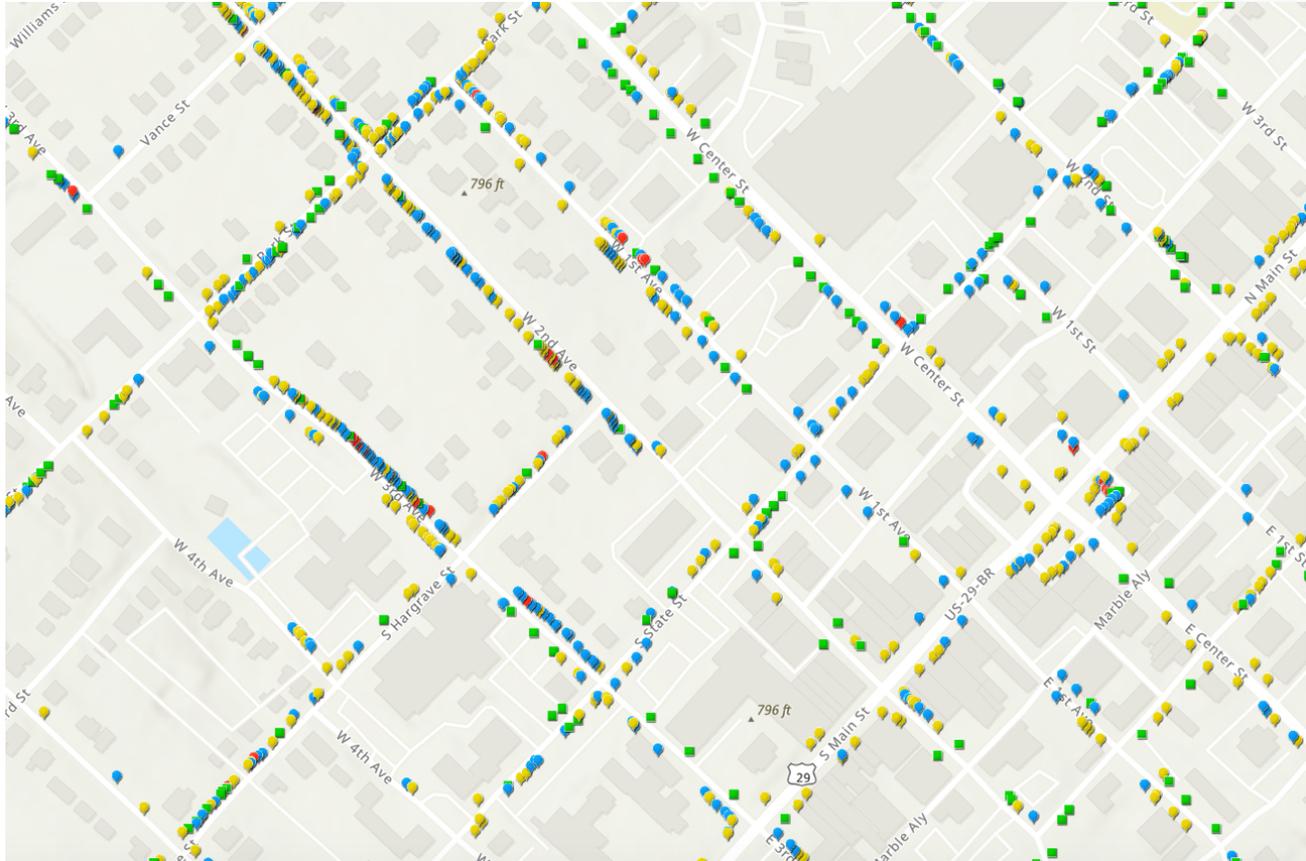
Notes:

Customer			
Contact Name			#
Estimated Sidewalk Miles			#
PSS Contact			#
ADA TRANSITION PLAN & CONDITION STUDY DEFICIENCIES			
<i>Select Services to Include in Scope of Services</i>			
<i>S - Simple C - Complex</i>			
ADA TRANSITION PLAN		YES	NO
C	<i>Full Plan Development</i>		
	<i>1 - Initiation</i>		
	<i>2 - Appoint ADA Coordinator</i>		
	<i>3 - Provide Public Notice</i>		
	<i>4 - Adopt Grievance Procedure</i>		
	<i>5 - Self-Evaluation</i>		
	<i>6 - Develop Written Transition Plan</i>		
	<i>7 - Create Implementation Plan</i>		
C	<i>Staff Training</i>		
C	<i>ADA Transition Plan Consulting (Steps 1-5)</i>		
C	<i>Implementation Plan Development</i>		
C	<i>Asset Management Plan Development</i>		
C	<i>Community Engagement</i>		
BASE DEFICIENCIES		YES	NO
S	<i>Right of Way Sidewalk Miles</i>		
S	<i>Vertical Height Displacement</i>		
S	<i>Absence of Curb Ramps</i>		
S	<i>Absence of Detectable Warnings</i>		
S	<i>Demolition & Replacement</i>		
RAMPS CHECKLIST		YES	NO
C	<i>Ramp Running Slope</i>		
C	<i>Ramp Cross Slope</i>		
S	<i>Ramp Width</i>		
C	<i>Flare Slope (where applicable)</i>		
C	<i>Top of Ramp Landing Size 4' x 4'</i>		
C	<i>Landing Slope</i>		
C	<i>Gutter Pan size</i>		
C	<i>Asphalt over Gutter Pan</i>		
SIDEWALKS		YES	NO
C	<i>Cross Slopes</i>		
C	<i>Vegetative Barriers</i>		
C	<i>Sidewalk width <4ft</i>		
C	<i>Gaps <100 ft</i>		
C	<i>Gaps >100 ft</i>		

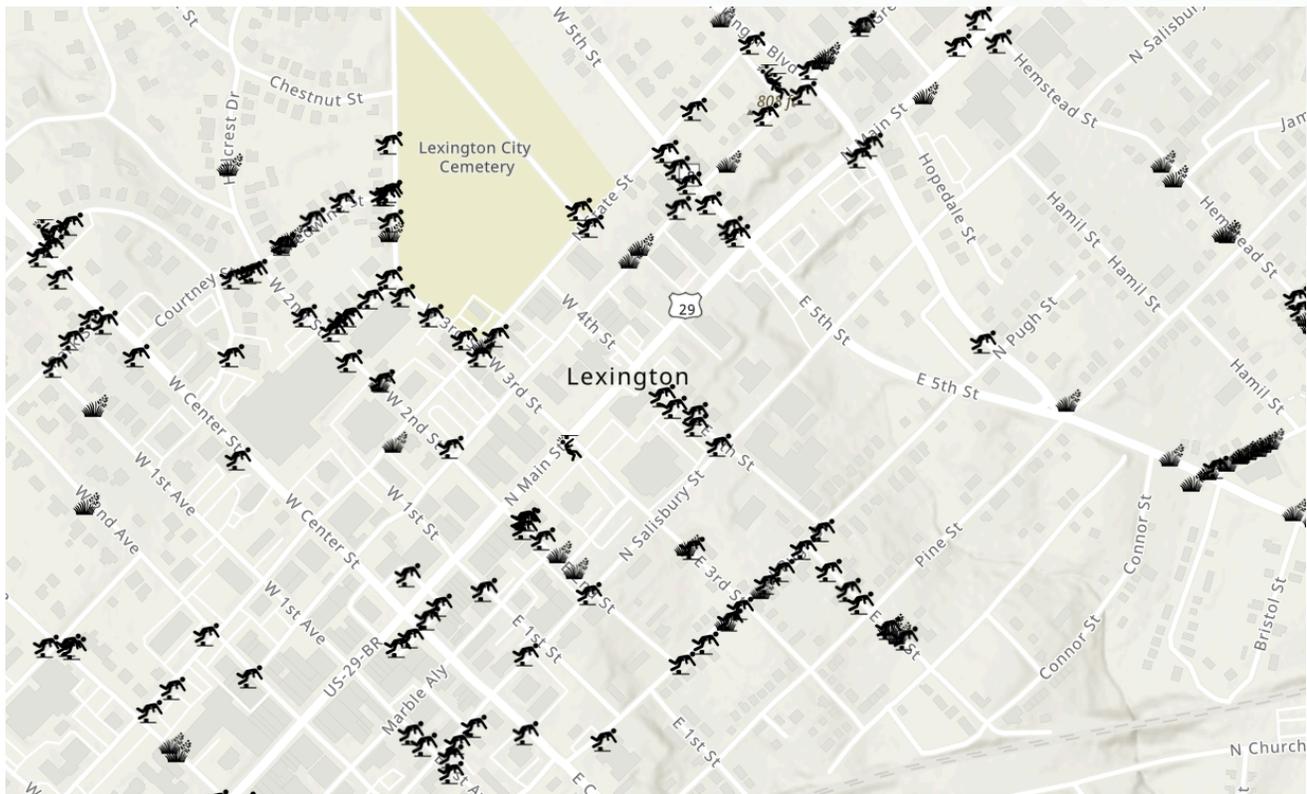
DRIVEWAYS		YES	NO
C	<i>Width at Point of Curvature</i>		
C	<i>Within Verge, location, width, condition</i>		
CROSSWALKS		YES	NO
C	<i>Longitudinal slope within crosswalk</i>		
C	<i>Cross slope within crosswalk</i>		
TECHNOLOGY		YES	NO
S	<i>ArcGIS</i>		
S	<i>QA/QC 2 stages</i>		
C	<i>QA/QC 3 stages (Sub 1 Meter Accuracy)</i>		
PROXIMITY ELEMENTS		YES	NO
C	<i>Ponding (Water, Debris, Limits)</i>		
C	<i>Walls (Location, Type, Condition)</i>		
C	<i>Exposed Utilities (Water Meters, SS Clean Outs, Valves, HH Vaults)</i>		
C	<i>Power Poles (Geometric Center, Diameter, Guy Anchor Location)</i>		
C	<i>Trees, Stumps (Species, Type, Location, Size)</i>		
EQUITY LENS		YES	NO
C	<i>Disability Accessibility Indicators</i>		
C	<i>LEP Indicators</i>		
C	<i>Graffiti / Vandalism</i>		
C	<i>School Zones</i>		
C	<i>Footpaths where there is no sidewalk present on road shoulders</i>		
C	<i>Foot stops</i>		
C	<i>Bus stops / stations</i>		
C	<i>Vacant lots / buildings</i>		
C	<i>Social services facilities</i>		
C	<i>Community facilities</i>		
C	<i>Commercial arts & cultural establishments</i>		
C	<i>PAC (Crime) districts</i>		
C	<i>Neighborhood districts</i>		
C	<i>Census Layer</i>		
OTHER / REQUESTS		YES	NO
C	<i>Signs in Right of Way</i>		
	<i>Please Specify:</i>		
	<i>Please Specify:</i>		

EXHIBIT B – ALTERNATIVE MAINTENANCE ACTIVITIES ARCGIS LAYERS

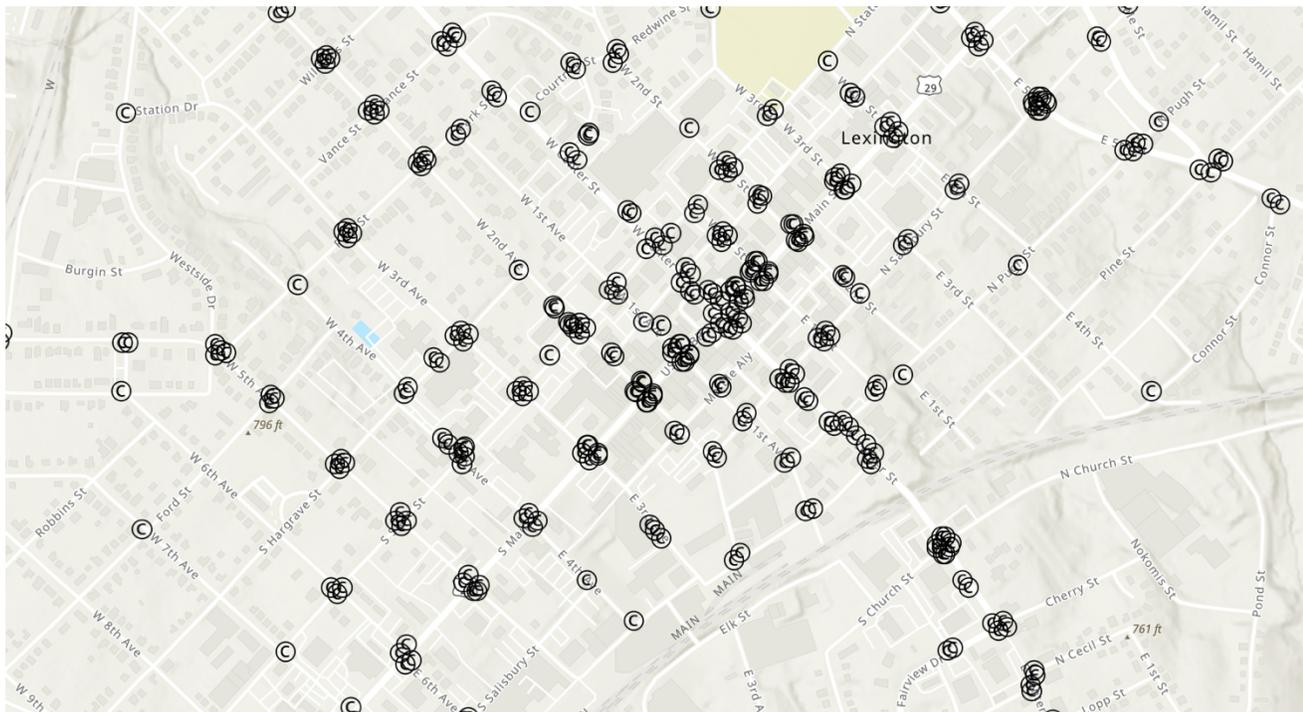
Sidewalk Conditions – Horizontal Saw Cutting



Obstructions



Curb Ramps





MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Eunice McSwain, Parks & Recreation Director
Date: August 24th, 2023
RE: **Park Hour Ordinance**

Background/History:

The Parks and Recreation Department wants to assign appropriate Park hours into our Code of Ordinances. With the opening of the new greenway, along with our expanding park system, we believe it's in the community's best interest to set a parameter around when it is allowed/not allowed to be on Town's Park Property. This will allow our police department to remove patrons from park property outside of the operational hours that are set.

Proposal/Solution:

The Parks and Recreation Department recommends moving forward with adopting the following ordinance:

92.02 – PARK/TRAIL HOURS

- A. All parks and trails shall open daily at dawn and close at dusk, unless otherwise posted.*
- B. The Parks & Recreation Director or Town Manager shall have the authority to allow any park or trail to remain open for any town-sponsored events, programs, or activities offered by the town.*
- C. It shall be unlawful to enter or remain within any public park owned or operated by the town, to include all attached parking areas to any park, when the park is closed. The hours the park is closed shall be conspicuously posted in a sufficient number of places to give the general public notice of the unlawfulness of entry.*

92.03 – CLOSING OF PARKS/TRAILS

- A. The Town Manager, Parks and Recreation Director, Chief of Police, or any law enforcement officer, with competent jurisdiction, may temporarily close or suspend activity at any park or trail as deemed necessary to maintain order, to protect persons or property or to promote the public safety, health and welfare.*

Requested Actions:

- 1) To approve 92.02 – Park/Trail Hours and 92.03 – Closing of Parks/Trails and add it to the Stallings Code of Ordinance.



Ordinance Amending Code of Ordinances, Title IX *General Regulations, Chapter 92 Parks and Recreation*

WHEREAS, pursuant to Chapter 160A, Article 18 of the North Carolina General Statutes, each town in the State of North Carolina has the power to provide for the general welfare of its citizens in the operation of its parks and recreation program; and

WHEREAS, pursuant to 160A-174, a town may by ordinance define, prohibit, regulate, or abate acts omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the town; and

WHEREAS, the Stallings Council desires to amend Chapter 92 of the Parks and Recreation Ordinance to encourage a safe, healthy, and unified community;

NOW, THEREFORE, BE IT ORDAINED that the Town Council of the Town of Stallings, North Carolina amends the Code of Ordinances, Title IX, Chapter 92, to add the following:

CHAPTER 92: PARKS AND RECREATION

§ 92.02 PARK/TRAIL HOURS

- A. All parks and trails shall open daily at dawn and close at dusk, unless otherwise posted.
- B. The Parks & Recreation Director or Town Manager shall have the authority to allow any park or trail to remain open for any town-sponsored events, programs, or activities offered by the town.
- C. It shall be unlawful to enter or remain within any public park owned or operated by the town, to include all attached parking areas to any park, when the park is closed. The hours the park is closed shall be conspicuously posted in a sufficient number of places to give the general public notice of the unlawfulness of entry.
- D. Whoever violates any of the regulations provided for pursuant to Section 92.02 shall be subject to ejection from Stallings parks and trails. Ejection from the parks and trails may be accomplished by oral or written complaint from any Town of Stallings Police Officer, Town Manager, or Director of the Parks and Recreation Department.
- E. In addition to criminal penalties of second degree trespass under NCGS 14-159.13, , violators of this section may also be subject to a civil penalty pursuant to Ordinance Section 10.99. Unless otherwise provided, civil penalties shall be in the following amounts:
 - (1) First citation: warning;
 - (2) Second citation for same or similar violation: \$100; and
 - (3) Third and subsequent citation for same or similar violation: \$500.

§ 92.02 CLOSING OF PARKS/TRAILS

- A. The Town Manager, Parks and Recreation Director, Chief of Police, or any law enforcement officer, with competent jurisdiction, may temporarily close or suspend activity at any park or trail as deemed necessary to maintain order, to protect persons or property or to promote the public safety, health and welfare.
- B. In addition to criminal penalties, violators of this section may also be subject to a civil penalty under Ordinance Section 10.99. Civil penalties shall be in the following amounts:
 - (1) First citation: warning;
 - (2) Second citation for same or similar violation: \$100; and
 - (3) Third and subsequent citation for same or similar violation: \$500.

Adopted this the 14th day of August, 2023.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: September 11, 2023.
RE: Sanitary Sewer Study Contract Approval

In accordance with Council's vision for downtown creation, as discussed in the 2023 Annual Retreat, Council budgeted \$100,000 in FY 2024 for a sanitary sewer study to analyze options for providing sewer capacity to two areas identified for downtown creation: 1. The area surrounding Town Hall and the Stallings Road/Old Monroe Road intersection and 2. The area surrounding the Atrium Hospital.

In accordance with the Mini Brooks Act, Staff advertised a request for qualifications (RFQ) to perform this comprehensive sanitary sewer study and received two submittals of qualifications. After reviewing all submittals, Staff determined that Kimley-Horn and Associates, Inc. was the most qualified firm to perform the sanitary sewer study.

To initiate contract and scope of services negotiations, Staff provided a comprehensive scope of services to Kimley-Horn outlining Council's vision for a holistic sanitary sewer study which encompasses 50% design plans, metering options and fee schedules, funding scenarios, public/private partnerships etc.... with the ultimate goal of obtaining an interlocal agreement with Charlotte Water and Union County Public Works that allows these two identified areas to send wastewater to appropriate Charlotte wastewater treatment facilities. After further discussion and coordination with Staff, it was determined that all items provided in the complete scope of services would surpass the \$100,000 Council-approved budget. As a result, Kimley-Horn provided Staff with a proposed scope of services that meets the \$100,000 budget, of which the main deliverable will be a technical memorandum encompassing the following:

1. Demand projections for each of the Small Area Plans for existing conditions and future build out.
2. Two Exhibits showing locations of each Small Area Plan new infrastructure.
3. Brief description of the potential infrastructure required to construct with Order of Magnitude budgets.
4. Identification of Order of Magnitude Professional Service Costs to develop the following future Scope of Services):
 - a. 50% Complete Sanitary Sewer Design Plans based of Field Surveys of each Small Area Plans
 - b. Develop Public-Private Funding Scenarios
 - c. Conduct Rate Study to Develop Cost of Service, Operations and Maintenance costs and Identify Revenue Requirements.
 - d. Presentation of Design and Findings to Stakeholders
 - e. Development of Interlocal Agreements with Charlotte Water (City of Charlotte) and Union County Public Works (Union County BOCC)
5. Brief description of potential permitting/design/construction milestones to achieve.

To summarize, the deliverable of this study will provide information regarding future needs, action items, challenges and constraints, and cost breakdowns that will assist Council with future decisions to provide sanitary sewer capacity in accordance with Council's vision of downtown creation in these two identified areas.

Key Items

- Project duration is expected to be 7 months with the goal to provide Council with a final presentation in anticipation of FY 2025 budget discussions.

Action Requested:

Authorize the Town Manager to execute the contract with Kimley-Horn to perform the Sanitary Sewer Study for a fee of up to \$100,000.



EXHIBIT A

Town of Stallings Comprehensive Sanitary Sewer Study

To: Kimley-Horn and Associates, Inc

Attention: Chip Smith

Email: Chip.Smith@Kimley-Horn.com

Phone: 980-217-3427

Revised: August 23, 2023

Please see the following proposed Scope of Services that Kimley-Horn and Associates, Inc doing business as "Kimley-Horn" shall provide to The Town of Stallings (herein after referred to as the "CLIENT") for sanitary sewer planning and design services in connection with development of two identified future downtown areas within Stallings.

General Description

CLIENT desires the need to determine the feasibility and identify the potential costs of constructing new CLIENT owned sanitary sewer facilities to serve future growth in the following Small Area Plans:

1. Monroe Expressway
2. Downtown Stallings – Updated by the North Carolina School of Government

Preliminary discussions by the Client with Charlotte Water revealed there is a potential that Charlotte Water has capacity to accept sewer flows from these two areas. The outcome of this study is to determine how much sewer flow is generated from each of these areas, develop conceptual high-level plans to identify needed infrastructure to transport these flows, and locate where in the Charlotte Water system it will intercept these sewer flows.

Scope of Services

I. Project Management

A. General Coordination/Project Progress with CLIENT

Kimley-Horn will attend, make presentations, and participate in virtual general coordination meetings or conference calls with the CLIENT. Coordination activities may be used to present preliminary findings, discuss on-going issues, or obtain feedback on draft deliverables. Routine coordination between milestone meetings or conference calls will occur via telephone/virtual meetings, email, or interaction over a file share site. On an as-requested basis, Kimley-Horn will attend up to two Stallings Town Council Meetings to provide additional presentations and updates to Stallings' Town Council. Chip Smith, on behalf of Kimley-Horn, will serve as the primary point of contact for the CLIENT and will coordinate with project team members as necessary.

Assumptions:

- One project Kick Off Meeting and Six-Monthly Progress Meetings
- A 7-month schedule to complete the Feasibility Study
- Up to Two Stalling Town Council Meetings

B. General Coordination with Other Stakeholders

Kimley-Horn will review available GIS and other published information from the stakeholders to incorporate into the Feasibility Study including discussions with Charlotte Water, Union County Public Works (UCPW), NCDOT 2029 STIP, and the North Carolina School of Government to ensure



accuracy and feasibility of the sanitary sewer planning and identify future design efforts. Kimley-Horn will coordinate, and help facilitate, meetings with stakeholders to obtain the most up to date information.

Assumptions:

- UCPW and Charlotte Water will provide GIS information to create conceptual designs
- Up to Three Meetings with Charlotte Water
- Up to Two Meetings with UCPW staff
- Up to Two Virtual Meetings – One with NCDOT and one with NC School of Government

C. Baseline Data Exchange

The CLIENT will provide Kimley-Horn with any available GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, etc. identified as important to the planning and design process at the beginning of the project. Electronic data will be exchanged via a file share site or similar. Kimley-Horn will review the information provided by the CLIENT, identify any deficiencies, and suggest alternative methods for collecting or creating missing data. As the project progresses and planning occurs, Kimley-Horn will provide the CLIENT a list of any additional data, or other documents needed to complete the analysis

Deliverables:

1. Kimley-Horn will provide confirmation document that it has the data it needs or identify needed data supplements.

II. Wastewater Demand Projection and Conceptual Infrastructure

A. Current & Future Sewer Capacity & Infrastructure Analysis

Kimley-Horn will run analyses of current and future (at Build Out) sewer demand(s), for each of the Small Area Plans, based on identified densities and uses provided in small area plans, land use plans, and studies. Additionally, Kimley-Horn will develop conceptual layouts of the new infrastructure that is required to collect and transport the existing and future sewer demands in a GIS format. GIS data for the existing, surrounding, sewer infrastructure for both Union County and Charlotte Water that would serve these two areas will be utilized.

B. Conceptual Infrastructure Improvement Plans

Kimley-Horn will use the information from the Current & Future Sewer Capacity and Infrastructure Analysis and develop conceptual routes and plans of the new sewer infrastructure from the two identified areas to a Charlotte Water wastewater treatment facility. Appropriate plan(s) of action may include, based on the individual Small Area Plan site characteristics the following concepts.

- Rerouting existing Union County sanitary sewer infrastructure to Charlotte Water's existing sanitary sewer infrastructure
- Installing new sanitary sewer infrastructure and connecting to Charlotte Water infrastructure
- Combination of rerouting and installing new infrastructure

Once a draft plan is developed and agreed upon by the CLIENT. Kimley-Horn will schedule separate meetings with appropriate Charlotte Water staff and UCPW staff to get their input on the plan. Kimley-Horn and CLIENT will evaluate the input from each and revise the final Technical Memorandum.

C. Technical Memorandum



Consultant will prepare a brief technical memorandum (approximately 20 pages) identifying the following items:

- Demand projections for each of the Small Area Plans for existing conditions and future build out:
- Two Exhibits showing locations of each Small Area Plan new infrastructure
- Brief description of the potential infrastructure required to construct with Order of Magnitude budgets.
- Identification of Order of Magnitude Professional Service Costs to develop the following future Scope of Services):
 1. 50% Complete Sanitary Sewer Design Plans based of Field Surveys of each Small Area Plans
 2. Develop Public-Private Funding Scenarios
 3. Conduct Rate Study to Develop Cost of Service, Operations and Maintenance costs and Identify Revenue Requirements.
 4. Presentation of Design and Findings to Stakeholders
 5. Development of Interlocal Agreements with Charlotte Water (City of Charlotte) and Union County Public Works (Union County BOCC)
- Brief description of potential permitting/design/construction milestones to achieve.
- Respond to up to one (1) round of comments from the Town

Deliverables:

- Technical Memorandum
- Comprehensive GIS Database of existing and proposed sanitary sewer infrastructure.
- Exhibits of GIS Shapefiles of each Small Area Plan
- Order of Magnitude Costs of providing sewer service to each Small Area Plan
- Meeting with Charlotte Water and UCPW separately to review results of the Conceptual Plan

III. Engineering Design, Feasibility, and Implementation Study (NOT INCLUDED IN CURRENT SOW, T.B.D. Later)

A. Sanitary Sewer Design Plans

Based on the action plan decided, outlined in Section II.B above, Kimley-Horn will formulate a 50% sanitary sewer engineering construction design plan for both identified areas. Kimley-Horn will coordinate with appropriate stakeholders (NCDOT, Union County, Charlotte Water, etc..) throughout the design process. Additionally, Kimley-Horn will provide an opinion of probable final, permitting, and construction costs based on the 50% design.

B. Public-Private Funding Scenarios and Surrounding Development Coordination

Using the 50% design plans, Kimley-Horn will analyze surrounding development, both public and private, and other public infrastructure improvement projects and determine the most cost-effective and efficient scenarios for implementation.

C. Service Fee Schedules, Metering, and Maintenance

Kimley-Horn will analyze and formulate appropriate sanitary sewer metering and maintenance plan(s) and fee schedule(s) for development(s) within these two identified areas as they relate to surrounding areas of Stallings, Union County, and Charlotte.

Deliverables:



1. Two digital sanitary sewer 50% engineering design plans for each identified area.
2. Funding scenarios that involve public investment(s), private investments, and public-private partnerships.
3. Scenarios to implement construction with surrounding development.
4. Metering and Maintenance Plans/Options
5. Service Fee Schedules/Options

IV. Presentation of Design and Findings to Stakeholders (NOT INCLUDED IN CURRENT SOW, T.B.D. Later)

A. Presentation to Stallings Town Council

Kimley-Horn and the CLIENT shall present the design and findings to Town Council at an identified Town Council Meeting. The goal of this presentation is to answer any questions from Council, incorporate any feedback Council may provide, and receive approval from Council to present the findings to Charlotte Water and Union County Public Works.

B. Presentation to Charlotte Water and Union County Public Works

Kimley-Horn and the CLIENT will present the design and findings to Union County Public Works and Charlotte Water. The goal of this presentation is to answer any questions from each party, incorporate any feedback provided, and receive a verbal agreement from both parties that the plan is feasible and acceptable. Additionally, the CLIENT and Kimley-Horn will inquire next about next steps to obtain an interlocal agreement between all parties.

Deliverables

1. Approved Study from Stallings Town Council
2. Verbal agreement and approval from Charlotte Water and Union County Public Works with the sanitary sewer 50% design, metering and maintenance plan, and fee schedule.
3. Next steps to draft an interlocal agreement.

V. Interlocal Agreement (NOT INCLUDED IN CURRENT SOW, T.B.D. Later)

A. Drafting Interlocal Agreement

Kimley-Horn will assist the CLIENT with drafting an interlocal agreement between Stallings, Union County, and The City of Charlotte that allows the Town of Stallings to transfer the wastewater from the two identified areas in Union County to an appropriate, agreed upon, Charlotte Wastewater Treatment Facility.

B. Additional Presentations and Coordination

As the interlocal agreement is coordinated and finalized, additional presentations may be necessary and, at the direction of the CLIENT, Kimley-Horn shall assist the CLIENT with any presentations to and/or with governmental bodies including, but not limited to;

- Town of Stallings Town Council
- Union County Board of Commissioners
- City of Charlotte
- Charlotte Water
- Union County Public Works

VI. Unspecified Additional Services

- a. Coordination with private developers
- b. Additional meetings beyond those identified in the scope of services.
- c. Development of infrastructure capacity improvements needed by Charlotte Water
- d. Other Client-directed services not specifically described in the Scope of Services.



The Exclusions/Additional services described above are not included under this agreement. Should these services be required in the future, a Task Order amendment may be prepared to cover the additional scope of work and associated fee.

VII. Proposed Fee Breakdown.

Summary of Tasks:

Task IA - Project Management = \$11,522

Task IB – General Coordination with Other Stakeholders = \$13,719

Task IC – Baseline Data Exchange = \$2,630

Task IIA – Wastewater Demand Projection and Conceptual Infrastructure = \$21,584

Task IIB – Conceptual Infrastructure Improvement Plans = \$3,679

Task IIC – Technical Memorandum = \$35,713

Misc. Travel Expenses (Mileage) = \$753

Total = \$89,600

Phase	Fee Type	Fee
Stallings Comprehensive Sanitary Sewer Study	Lump Sum	\$ 89,600
Unspecified Additional Services	Hourly Not to Exceed	\$ 10,400
Anticipated Contract Length (Months)	7 Months	



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: September 11, 2023.
RE: 325 Stallings Road Demolition and Asbestos Removal

As a result of the June 12, 2023, Council Meeting Staff provided Council with the estimated cost to upfit 325 Stallings Road from its existing single family residential use to a commercial use, and the estimated cost was approximately \$300,000. As a result, Council decided not to pursue the commercial upfit and directed Staff to determine the costs associated with the demolition of 325 Stallings Road. Staff received an estimate for the total cost of demolition of the single-family home and the barn towards the rear of the property and that estimate is approximately \$16,800.

Second, Staff had a hazardous material (HAZMAT) inspection performed on the home and asbestos was identified throughout the building. Staff obtained two estimates to remove the asbestos, and the lowest quote was provided by Piedmont Quality Air for approximately \$16,851.21. Both the costs of the demolition and HAZMAT removal were not incorporated into the FY2024 Budget; therefore, a budget amendment will be needed to perform each item.

Key Items

- Demolition Cost Breakdown
 - House, fence, and landscaping surrounding house - \$13,800.
 - Barn - \$3,000
 - Concrete driveway and parking lot to remain.
- Regardless of the outcome for the home, asbestos removal is necessary.

Action Requested:

Staff is requesting two possible actions from Council:

1. Staff requests direction associated with the asbestos removal for 325 Stallings Road
 - a. If asbestos removal is pursued, authorization for the Town Manager to execute a budget amendment for \$17,000 and execute a contract with Piedmont Quality Air to perform the necessary asbestos removal within 325 Stallings Road.
2. Staff requests direction associated with demolition for 325 Stallings Road.
 - a. If demolition is pursued, authorization for the Town Manager to execute a budget amendment for \$34,000 and perform the asbestos removal and demolition of 325 Stallings Road.



Kaboom Demolition Kompany

200 Unionville Indian Trail Road | Indian Trail, North Carolina 28079
704-492-8390 | kaboomdemolitionko@gmail.com | kaboomdemolitionkompany.com

RECIPIENT:

Kevin Parker

325 Stallings Road
Matthews, North Carolina 28104

Estimate #1119	
Sent on	Jun 13, 2023
Total	\$13,800.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
811	Kaboom will call 811 for proper markings of all underground lines for safe and proper excavation.	1	\$0.00	\$0.00
Area to be physically disconnected	all wires and lines need to be physically disconnected by customer prior to our scope to begin. this includes anything connected to the home, or power lines. (duke,cable, etc)	1	\$0.00	\$0.00
Credit card fee	3% fee of total price if you decide to use our optional credit card payment.	1	\$0.00	\$0.00
Permit pull	If Kaboom, pulls permit for customer, this is the fee we have to pay, and labor costs to obtain this permit. We can do this if you'd like, or you can do it. So I will leave this optional	1	\$500.00	\$500.00
Payment contingencies	Upon completion of work, we will be looking to receive payment. If 5 days arrives and total invoice has not been fulfilled, we will be adding late fees per everyday payment has not been made.	1	\$0.00	\$0.00
Concealed Contingencies	Any additional work or equipment required to complete the project, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the authorizing party on a time and material basis. Kaboom is not responsible for damages to driveways, underground sprinklers, drain lines, invisible fences, fences, underground cables, or any other hidden/unknown system(s) unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before the work is performed.	1	\$0.00	\$0.00



Kaboom Demolition Kompany

200 Unionville Indian Trail Road | Indian Trail, North Carolina 28079
704-492-8390 | kaboomdemolitionko@gmail.com | kaboomdemolitionkompany.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree ownership	The authorizing party warrants that all trees listed are located on the authorizing party's property, and, if not, that the authorizing party has received full permission from the owner to allow Axtraction to perform the specified work. Should any tree be mistakenly identified as to ownership, the authorizing party agrees to indemnify Axtraction for any damages or costs incurred from the result thereof.	1	\$0.00	\$0.00
Tree Removal	Tree is 8 inch diameter 20' high. Tree to be removed to its entirety Also all bushes around immediate perimeter of the home	1	\$700.00	\$700.00
Fence removal	Fence to be removed and all debris hauled away 51 linear feet. Where corner meets and small part of other side near driveway are going	1	\$600.00	\$600.00
Home demo	Home is made of all brick, with brick front stairs, also a concrete slab porch on top of that brick Foundation. 2 ft raised crawl space, we will remove all Footers, home and all debris. Home is roughly 1200 ft. Inside is gutted of all belongings Small walkway and driveway to remain* All small bushes around immediate perimeter of home will be removed as well	1	\$12,500.00	\$12,500.00
Grass wear	due to movement of equipment, there may be wear to grass. We are not responsible for this	1	\$0.00	\$0.00
Barn demo	Barn is 12x23, which sits on a 4-in thick concrete slab. We will remove the barn, as well as concrete slab this is the total price for both pieces of that. This price mainly reflects the cost of hauling away the concrete	1	\$3,000.00	\$3,000.00

Not included

Total **\$13,800.00**

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



6113 King Wilkinson Road, Denver, NC 28037

Phone: 980-429-0946 / Fax: 704-489-6166

cameronh9085@gmail.com

RE: Asbestos Abatement
325 Stallings Rd
Stallings, NC 28104

Date: 8/7/23

All asbestos abatement activities performed by Piedmont Quality Air will be performed in accordance with the Occupation Safety and Health administration code, EPA, federal, state and local regulations.

PQA reserves the right to submit change orders for hidden or unforeseen changes in the scope of work. All supplements will be submitted to the client for approval.

General items

- Air machines and HEPA filters
- Generator
- Asbestos disposal fees
- PCM air monitoring (3rd party company)

Kitchen, three bedrooms, living room, hallway, bathroom and all closets

- Set 6 mil poly critical barriers at all the doors and windows
- Removal and disposal all interior trim, wallboard ceilings, insulation, wallboard walls carpet, carpet padding, cabinets, vanity, counter tops and bathroom flooring
- Removal and disposal of asbestos sheet vinyl flooring and wood underlayment in the bathroom (60 sq. ft.)
- HEPA vacuum and cleaning inside containment

Total Project Cost: \$16,851.21

(Payment due on receipt)

Hold harmless

- PQA will not be held responsible for contents or appliances that are not moved outside the work area, damage cause detaching trim, damage from containment barrier poles or tape used for setting containment, chemical used for cleaning or removing asbestos fibers.

Acceptance of Proposal

The undersigned has the authorization to accept and proceed with the work. The undersigned also accepts the conditions and price for this project.

Print Name: _____ Date: _____

Signature: _____ Date: _____

General Manager- Cameron Hamrick (980) 429-0946



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: September 11, 2023.
RE: Town Hall HVAC Design Contract Approval

In recent years, Town Hall has been experiencing persistent issues with the HVAC system, mainly caused by the HVAC units being undersized and the ductwork inefficiently routed. Staff had communicated these issues to Council and in FY2023 Council approved an approximately \$390,000 budget for redesign and construction of Town Hall's HVAC system (\$40K for design and \$350K for construction).

Prior to the FY2024 budget final approval, Staff anticipated this HVAC design project would cost approximately \$50,000, requiring compliance with Mini Brooks Act, and, in an effort to be efficient, Staff began the RFQ process. During FY 2024 budgetary discussions, Staff made Council aware of the continued HVAC issues throughout Town Hall, and Staff believed that an engineering and architectural redesign would be necessary to correct these issues in an efficient manner. As a result, Council approved a \$30,000 budget for the HVAC redesign with the understanding that Staff would need to comply with the Mini Brooks Act associated with engineering and architectural design services.

Following the FY2024 budget approval, Staff received and reviewed 11 submittals of qualifications. After reviewing all submittals, Staff determined that CPL was the most qualified firm to perform the HVAC design work. CPL provided Staff with a proposal to accommodate the \$30,000 Council-approved budget which encompasses a 50% design package, including an opinion of probable construction costs. This 50% design package, in conjunction with the estimate, will offer a clearer picture of construction scope and estimated costs, allowing Staff to further analyze options to propose to Council for decision. Staff also asked CPL to provide an estimate for 100% design, including an opinion of probably construction costs, and that cost is \$54,000.

Staff believes there are three options Council may choose to pursue:

1. Authorize the Town Manager to execute a contract with CPL for the 50% design package as proposed, with the understanding that full design would need to be completed and a budget amendment would be necessary as noted in option 2 below.
2. Authorize the Town Manager to execute a contract with CPL for the full design, estimated at \$54,000.
 - a. This would necessitate a budget amendment for the additional \$24,000.
3. Direct Staff to seek additional quotes, sequentially, from the other qualified firms.

Key Items

- Council approved a \$30,000 budget for this project design in FY2024 with expectations for construction to occur prior to Summer of 2024.

Action Requested:

Staff is requesting Council to choose option 1, 2, or 3 as outlined above.



400 North Broome Street, Suite 100
P.O. Box 178, Waxhaw, NC 28173
(704) 243-9693 Fax: (704) 243-0136

Melanie D. Cox, Attorney
Melanie@coxlawfirm.com

Chris Cox, Attorney
Chris@coxlawfirm.com

LEGAL MEMO

To: Mayor and Town Council
From: Melanie D. Cox
Date: September 11, 2023
Re: HVAC and Bidding Process

Dear Mayor and Council,

A few months ago, we had discussions about the need to replace the Town’s HVAC system, as there have been major issues with the units for the last several years. The Town Engineer is of the opinion that the issues are due to the HVAC being undersized and the ductwork not being routed properly. A few of the units have been replaced and modified. The issues include the HVAC shutting down, condensers failing, pipes freezing as well as the drainage line clogging. Additionally, the construction work on the Town Hall building has further necessitated an upgrade to the HVAC. Mr. Parker believes that the system needs to be redesigned, which requires a mechanical, electrical, and plumbing (MEP) engineer to provide a design.

In hiring a design firm, the Town must use the qualification-based selection process, and must select the most qualified firm or engineer without regard to price. Price must then be negotiated after the engineer has been selected. However, by using the Mini Brooks Act (NCGS 143-64.32) we can exempt projects where the fee is expected to be less than \$50,000. Once the design plans are received, the Town can bid out the project and award the contract to the lowest responsible bidder to perform the repair/construction work.

There was a discussion about using the design -build method. The statutory definition of “Design-builder” requires a licensed engineer or architect to perform the design work. In addition, a licensed general contractor must supervise or perform the actual work. Additional requirements for design -build requires the town to adequately and thoroughly define the project requirements prior to issuing the requests for qualifications for a design build and the capability of the town “to manage and oversee the project, including the availability of experiences staff or outside consultants who are experiences with the design-build method of project delivery.” Prior to using the design build method, the town must establish in writing the criteria used for determining that this method is appropriate for a particular project including a comparison of the advantage and disadvantages in lieu of separate prime bidding, single prime bidding and construction management at risk contracts.

Due to the size of the building and multiple issues that have not been resolved with previous HVAC companies, staff is of the opinion that the special skills of a MEP (mechanical, electrical and plumbing) engineer are required for the design work. Legally, the Town must ensure that a licensed engineer performs the design work. Once the design work is completed, the Town can use the competitive bidding method for the actual work to ensure that the best price is received.



Mr. Kevin Parker
Engineering Director
Town of Stallings
315 Stallings Rd.
Stallings, NC 28104

August 24, 2023

Re: Proposal for professional engineering services for the Town of Stallings Town Hall HVAC Design

Dear Mr. Parker:

Thank you for the opportunity to submit this proposal for professional engineering services associated with the subject project. This proposal has been developed using information from the Request for Qualifications, discussions with the Owner and a review of the existing HVAC drawings. It is our understanding that the project scope is to provide engineering design, bidding and construction administration services related to designing a new HVAC system for the Town Hall and adding air conditioning to the garage bay of the public works garage.

The HVAC system for the Town of Stallings Town Hall is currently operating beyond its useful life and is noted to be inadequately sized for the current usage. The town hall has undergone a recent renovation, but the mechanical, electrical and plumbing systems were not part of the renovation. In light of these circumstances, Stallings intends to replace the town hall HVAC with a new, properly sized and zoned system. A complete HVAC replacement is expected. In addition to designing new HVAC for the town hall, this project will add air conditioning to the public works garage bays.

The estimated construction cost for the scope outlined above is expected to fall within the range of \$690,000 to \$9,000,000.

CPL's proposed fee for design, bid and construction administration services for this scope is \$72,000.

After a preliminary assessment of the record drawings, CPL has identified potential opportunities to repurpose/reuse certain components of the existing Town Hall HVAC system, contingent on their condition. If this proves to be true, the estimated construction cost, and possibly CPL's fee may be adjusted accordingly.

It is understood that currently \$30,000 has been approved for design fees.

CPL suggests utilizing the approved \$30,000 in design fees to develop a 50% design set complimented by an estimate from a professional estimator. The 50% design set in conjunction with the estimate will offer a clearer picture of construction scope and estimated costs. Upon finalization of the 50% design package, CPL and the Owner can collaboratively agree on a fee to complete the design and facilitate construction administration services.



Based on our project understanding, CPL is prepared to offer the following professional design services in support of this project:

- Site visit by the engineering team to include consultations with Town staff.
- 50% HVAC design drawings for the Town Hall.
- 50% design for the addition of cooling to the public works garage.
- Two design review meetings.
- A budget estimate based on the 50% design package.

The following services are excluded from the proposal but can be incorporated into the scope of work at additional cost.

- Hazardous materials inspection, sampling, testing and design.
- Full stamped design documents.
- Bidding and construction administration services.

Project reimbursables are not included in the fee above and will be reimbursed at cost. Reasonable expenses are defined as:

- Document reproduction.
- Postage and delivery costs.
- Pre-construction contractor services if applicable.
- Jurisdictional approval fees if applicable.

CPL will perform these professional design services for the lump sum fee of \$30,000.

Thank you again for the opportunity to submit this proposal. Please provide written acceptance of this proposal if you wish to engage our services. Should you have any questions or require additional information, please do not hesitate to contact me at 980-275-5892 or RNilson@cplteam.com

Very truly yours,
CPL

A handwritten signature in blue ink that reads "Rachel F. Nilson".

Rachel Nilson
Principal in Charge
980.275.5892
RNilson@CPLTeam.com

Accepted by:

Kevin Parker
Town of Stallings

Date



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: September 11, 2023.
RE: Twin Pines: Kimley-Horn Contract Approval for Final Design and Permitting

Kimley-Horn has been consistently assisting Staff with the Twin Pines Flood Mitigation and Stream Restoration Project, recently completing hydraulic modeling and a 30% concept design for the project. The final design must be coordinated and permitted through the United States Army Corps of Engineers, in addition to other State and Federal Agencies, and this design and permitting process is expected to take approximately nine months with expectations to begin construction during the dry season in early FY 2025 (Summer 2024). Additionally, Kimley-Horn has provided Staff with a proposal to complete final design and permitting estimated at \$49,800.

Staff acknowledges Kimley-Horn's qualifications and expertise in hydraulic analysis, stream/wetland design, and their familiarity with permitting through the United States Army Corps of Engineers and other State and Federal Agencies. Additionally, pursuing a formal RFQ process for this project, in accordance with North Carolina General Statute 143-64.31 (Mini Brooks Act), would cause an approximate 1.5-month delay impacting the design completion and anticipated construction date of Summer 2024 and, in an effort to prevent additional delays, Staff believes it would be beneficial for Council to waive the requirements of the Mini Brooks Act.

Key Items

- Council approved and budgeted for final design to occur in FY 2024, with expectations to budget for construction in FY2025.
 - Anticipated construction cost is \$200,000, however, a more accurate OPCC will be provided with the final design.
- Kimley-Horn has provided above satisfactory design and consulting services for the Town and surrounding jurisdictions.

Action Requested:

Requesting council to waive the requirements of the Mini Brooks Act and authorize the Town Manager to execute the final flood mitigation and stream restoration design contract with Kimley-Horn, for an amount of \$49,800.



Resolution to Exempt the Town of Stallings from the Competitive Proposal Provisions of NCGS §143-64.31

WHEREAS, North Carolina General Statute 143-64.31 (Mini Brooks Act) requires the initial selection of firms to perform architectural, engineering, and surveying services on the basis of qualifications and without regard to fee; and

WHEREAS, the Town of Stallings proposes to enter into one or more contracts for such services for hydraulic analysis, stream & wetland design, and permitting through the appropriate Local, State, and Federal entities; and

WHEREAS, North Carolina General Statute 143-64.32(a) and local policies allow the Town Council in its sole discretion to exempt projects where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000) upon stating the reasons for exemption and the circumstances attendant thereto; and

WHEREAS, the Project entails an engineering/design component; and

WHEREAS, the Town of Stallings desires to engage Kimley-Horn for the purpose of providing engineering services associated with stream & wetland design for Twin Pines Final Design, and the professional fee for that contract is not to exceed forty-nine thousand and eight-hundred dollars (\$49,800);

WHEREAS, it is understood this project will require permitting through the United States Army Corps of Engineers with a minimum timeline for approval of ninety days. Given the duration of permitting the Town of Stallings desires to exempt this project from the statutory qualification procedure and engage Kimley-Horn because of the nature of the project, an anticipated construction date of Summer 2024, and because Kimley-Horn is experienced and qualified to perform the work;

NOW, THEREFORE, the Town Council of the Town of Stallings resolves the above described project is hereby made exempt from the provisions of North Carolina General Statute 143-64.31 (Mini Brooks Act) for the reasons stated in this resolution.

This the 11th day of September, 2023.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Melanie Cox, Town Attorney



September 1, 2023

Kevin Parker, P.E.
Town of Stallings
315 Stallings Road
Stallings, NC 28104

Re: Letter Agreement for Professional Services for
Twin Pines Stream Rehabilitation
Twin Pines Drive, Stallings, NC

Kevin Parker:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the Town of Stallings ("Client") for providing design and permitting for the stream improvements along Twin Pines Drive in Stallings, NC.

Project Understanding

An unnamed tributary (UT) to West Fork Twelve-Mile Creek runs behind several properties along Twin Pines Drive in Stallings, NC. In August 2020, the Town of Stallings completed a stream relocation project along the UT to address property owner concerns of flooding and proximity of the channel to existing homes, particularly at 1008 Twin Pines Drive. Kimley-Horn partnered with The Town of Stallings (i.e., Kevin Parker) to develop conceptual (30%) design plans. The Town of Stallings has now requested that Kimley-Horn provide final design and permitting for the stream improvements reflected in the conceptual design plans.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Construction Drawings and Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will prepare construction drawings illustrating the proposed improvements. Updated one (1) foot topographic mapping of the project area will be completed as part of this task. The survey area includes the stream and approximately 20 feet on both sides of the creek. Kimley-Horn will also prepare an updated OPCC and bid quantities sheet reflecting the proposed improvements. Project technical specifications will not be provided. The plans are anticipated to include the following sheets:

- Cover sheet (1 sheet)
- Sheet index (1 sheet)
- General notes (1 sheet)
- Typical sections (1 sheet)
- Details (2-3 sheets)
- Plan and profile sheets (1-2 sheets)
- Sediment and erosion control plans (1 sheet)
- Vegetation plans (1 sheet)

Kimley-Horn will respond to one (1) round of comments from the Town.

Task 2: Permitting

Kimley-Horn assumes that the proposed stream rehabilitation project will result in net increases in aquatic resource functions and services and qualify for authorization under Nationwide Permit 27 (NWP 27) for aquatic habitat restoration, enhancement, and establishment activities. Kimley-Horn will prepare and submit the appropriate 404/401 permit applications (Pre-Construction Notification) to the USACE and NCDWR. Based on a pre-application call with the client and the USACE, an after-the-fact permit will not be required. If the USACE determines that an after-the-fact permit is more appropriate during the project design and permit preparation, then that would be completed as an additional service.

Per Nationwide Permit General Condition 30, the permittee must provide a signed certification documenting the completion of the authorized activity within 30 days of construction completion. Upon completion of the construction activities, Kimley-Horn will conduct an on-site compliance inspection to verify that the authorized activities were completed in accordance with the NWP. Following the compliance inspection, Kimley-Horn will prepare and submit the compliance certification documentation to the USACE and NCDWR for concurrence.

Task 3: NCSHPO and USFWS Consultation

Kimley-Horn will review the North Carolina State Historic Preservation Office (NCSHPO) HPOWEB GIS Service to identify documented historical, archaeological, or cultural resources known to occur within the project area. Following the review, Kimley-Horn will prepare and submit a project scoping letter to NCSHPO requesting review and comment for the proposed stream rehabilitation.

If any historical, archaeological, or cultural resources are identified within the project area, then further coordination with NCSHPO may be necessary and would be completed as an additional service.

Consultation with the USFWS is necessary in order to satisfy the requirements of the Pre-Construction Notification. According to the USFWS' Information for Planning and Consultation (IPaC) online database reviewed on August 20, 2023, the plant species Michaux's sumac (*Rhus michauxii*) and Schweinitz's sunflower (*Helianthus schweinitzii*) are listed as Endangered by the USFWS and are known to occur within the project area watershed. Based on a desktop review, potentially suitable habitat for the above-listed plant species does not appear to be present within the project boundary; therefore, pedestrian surveys are not included as part of this task. If determined by the USFWS that surveys are needed, then that effort would be conducted as an additional service.

The mammal species *tricolored bat (*Perimyotis subflavus*) is listed as proposed-Endangered by the USFWS and is known to occur within the project area watershed. The presence of suitable roosting and/or foraging habitat for the tricolored bat is assumed within or in the proximity of the project area. It is anticipated that the USFWS will determine that the project may affect, but not likely adversely affect (MANLAA) the tricolored bat; therefore, mandatory pedestrian and/or acoustic surveys for this species are not expected.

If occurrences of federally listed species are identified within the project area, then further coordination with USFWS may be necessary and would be completed as an additional service.

**Tricolored bat is proposed for listing and is not currently afforded protection under the Endangered Species Act (ESA). Tricolored bat faces extinction and is proposed to be classified as endangered due to the range-wide impacts of white-nose syndrome (WNS). Depending on the type of effects a project has on tricolored bat, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective*

(anticipated to occur no later than September 12, 2023). If this project may result in an incidental take of tricolored bat after the new listing goes into effect this will need to be addressed in an updated consultation that includes an Incidental Take Statement. If the project may require re-initiation of consultation, additional consultation with the USFWS would be necessary. Any additional consultation with the USFWS would be completed as an additional service.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Easement plats
- Bid Assistance and Construction Administration
- Erosion Control Permit and/or Coordination with NCDEQ
- Natural Resource Investigations
- NEPA Compliance and Coordination
- After-the-Fact Permitting
- Individual Permit Preparation
- Permittee Responsible Mitigation Coordination
- Jurisdictional Determinations
- Utility Coordination
- As-built Survey

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall: coordinate access to the site to perform the necessary site visit(s),

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 3 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Construction Drawings and OPCC	\$32,000
Task 2 Permitting	\$14,500
Task 3 NCSHPO and USFWS Consultation	\$3,300
Total Lump Sum Labor Fee	\$49,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Stallings.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Printed Name: Jacob Maschoff, P.E.
Title: Project Manager



Printed Name: Jason Claudio-Diaz, P.E.
Title: Project Engineer

[TOWN OF STALLINGS]

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.