



June 11, 2018
 Stallings Town Hall
 315 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda Approval A. Minutes from the following meetings: (1) 05-14-18 – special (2) 05-14-18 (3) 05-21-18 – special (4) 05-29-18 B. Resolution to Use the North Carolina League of Municipalities for Workers Compensation Insurance C. Resolution to Use the North Carolina League of Municipalities for Property and Liability Insurance	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of on item, the item will be removed from the Consent Agenda and considered separately.)</i> Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____
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.	7:40 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i> Motion: I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____

4.	7:45 p.m.	FY2018-19 Budget A. Open public hearing B. Information from staff C. Comments from the public D. Close public hearing E. Council vote	Alex Sewell, Town Manager	Approve budget. <i>Motion: I make the motion to approve FY2018-19 Budget Ordinance.</i>
5.	8:00 p.m.	ABC System	Laurie Lee, Director of Pricing and ABC Board Audit Divisions	Information and Discussion
6.	8:20 p.m.	Code Enforcement Report	Alex Sewell, Town Manager	Information and Discussion
7.	8:35 p.m.	Greenway Grant Opportunity	Alex Sewell, Town Manager	Adopt resolution <i>Motion: I make the motion to adopt the Greenway Grant Resolution.</i>
8.	8:45 p.m.	Parks and Recreation Master Plan	Alex Sewell, Town Manager	Approve contract <i>Motion: I make the motion to approve the contract from the Parks and Recreation Master Plan.</i>
9.	9:00 p.m.	Town Attorney Fee Agreement	Alex Sewell, Town Manager	Approve agreement <i>Motion: I make the motion to approve the Town Attorney Fee Agreement.</i>
10.	9:10 p.m.	Performance Evaluation Update and Work Culture	Alex Sewell, Town Manager	Information Only
11.	9:25 p.m.	Closed Session in Pursuant to NCGS 143-318.11.(a)(3)	Melanie Cox, Town Attorney	
12.	9:45 p.m.	Chestnut RoundAbout – Local Commitment	Alex Sewell, Town Manager	
13.	10:00 p.m.	Adjournment		

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

The Town Council of the Town of Stallings met for a special meeting on May 14, 2018, at 6:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager; Emily Hughes, Deputy Town Clerk/Communications Specialist; Marsha Gross, Finance Officer; Lynne Hair, Town Planner; Ashley Platts, Parks and Recreation Director; Brian Price, Public Works Director; Chris Easterly, Town Engineer; Minor Plyler, Chief of Police.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Budget discussions for the 2018-2019 fiscal year

Mayor Dunn began reviewing the Department Budget Meeting Recap provided by Town Manager Sewell which is attached to these minutes and therefore incorporated herein:

- Quarterly Newsletter - \$24,000
Council held consensus to keep this item in the budget.
- Citizen Survey - \$20,000
Council held consensus to take this item out of the budget and move the expenditure to 2020.
- Town Hall/Park Streetscape - \$TBD
This item was included in the *Transportation Improvements* Item.
- Public Safety Compression – \$TBD
Council held consensus to give a 2% bonus to the Public Department in the FY 2017-18. Council also held consensus to have a third party conduct a salary survey of all employees in the FY2018-19.
- K9 Unit and other DOJ Funds - \$50,000
Consensus was held to keep this item in the budget.
- Bypass Enhancements - \$TBD
This item was included in the *Transportation Improvements* Item.

- Branded Street Signage – \$25,000
Council held consensus to replace all street signs in Town.
- Lawyers Road Sidewalk - \$340,000
Consensus was held to remove this item from the budget and place this on the 2023 CMIIP.
- Idlewild Ped./Streetscape Enhancement - \$TBD
This item was included in the *Transportation Improvements* Item.
- Chestnut Sidewalk Additional Costs - \$TBD
This item was tabled until 05-29-2018 Agenda.
- Chestnut Roundabout Enhancements - \$TBD
Expense for this item was pushed out of FY2018-19 Budget due to NCDOT's timeline.
- P3 Intersection – landscaping Beyond Grass Sod - \$TBD
This item was included in the *Transportation Improvements* Item.
- Transportation Improvements - \$250,000
This item would include Town Hall/Park Streetscape; Bypass Enhancements; and P3 Intersection Enhancements.
- Engineering and Zoning Vehicle - \$25,000
Council held consensus to keep this item in the budget.
- Greenway Engineering - \$63,000
The consensus was held to fund this item in FY2018-2019.
- Greenway Construction - \$455,000
Council held consensus to consider this item in FY2019-20 and use Fees In Lieu of Parklands to help pay for these expenses.
- Chestnut Small Area Plan - \$28,000
The consensus was held to keep this item in the FY2018-19 Budget.
- Place Logo on the Water Tower - \$TBD
Council held consensus to get a price for this item and move forward with planning with the county.
- Parks and Recreation Master Plan - \$63,500
The consensus was held to keep this item in FY2018-19 Budget.
- Parks and Recreation Facility Repairs - \$30,000
The consensus was held to keep this item in the FY2018-19 Budget.

- Spring Hill Pocket Park - \$5,000
The consensus was held to keep this item in the FY2018-19 Budget.

Consensus was held to have another special meeting on May 21, 2018 at 6 p.m. to further discuss budget.

3. Adjournment

Council Member Romanow moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at 7:09 p.m.

Approved on May 14, 2018.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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 May 14, 2018, at 7:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were:

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager; Emily Hughes, Deputy Town Clerk/Communications Specialist; Chief Minor Plyler; Lynne Hair, Town Planner; Max Hsiang, Planning Technician; Chris Easterly, Town Engineer; Kevin Parker, Assistant Town Engineer; and Marsha Gross, Finance Officer.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

No one was present to give public comment.

1. Approval of Consent Agenda Items

A. Minutes of the following meetings:

- (1) 03-26-18
- (2) 04-09-18
- (3) 04-16-18 – special meeting 1
- (4) 04-16-18 – special meeting 2
- (5) 04-23-18
- (6) 04-30-18 – special meeting

B. Ordinance Adopting Code of Ordinance Supplemental 8

C. Resolution for Deannexation/Annexation for Blair Mill Park Property

D. Parks Special Events Coordinator Job Classification

Council Member Romanow made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Steele which passed unanimously by Council. The Ordinance Adopting Code of Ordinance Supplemental 8 and the Resolution for Deannexation/Annexation for Blair Mill Park Property is attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from the Mayor

Mayor Dunn reported that he had been in conversation with Senator Tucker about the Stallings Hotel Tax. He would keep the Council updated as that topic progressed.

B. Reports from Council Members/Town Committees

Council Member Heyse reported that the Council would consider new applications for the Historical Committee and that the committee was off to a good start.

Council Member Steele reported that the Transportation Advisory Committee met where potential funding for roads was discussed. Some residents had also thanked her lately for the Stallings Police Department.

Council Member Scholl did not have anything to report for Town business.

Council Member Romanow did not have anything to report.

Council Member Martin thanked the Stallings Police Department, specifically Sgt. Davis and his work with Stallings Elementary. He had also reported that he had received complaints about odors from the sewage plant. The Code Officer was engaged in the situation and doing what was possible.

Council Member Paxton thanked the Council for supporting the Transportation Advisory Committee for funding special transportation projects. She also noted that she would be attending an all-day transit summit at UNC-Charlotte that week.

C. Report from Town Manager/Town Departments

Town Manager Sewell submitted the staff report to the Council for the record. The Staff Report is attached to these minutes and therefore incorporated herein.

Mayor Dunn then read the 2018 National Police Week Proclamation into the record. Council

Member Romanow made the motion to adopt the 2018 National Police Week Proclamation and Council
12091

May 14, 2018

Member Scholl seconded it. The motion passed unanimously. The 2018 National Police Week Proclamation is attached to these minutes and therefore incorporated herein.

3. Agenda Approval

Mayor Dunn requested that Agenda Item 10, *Indian Trail 5K*, be moved to Agenda Item 3.A. Council Member Romanow made the motion to approve the Agenda with the above noted changed. The motion was seconded by Council Member Paxton and passed unanimously.

3.A. Indian Trail 5K

This item was original Agenda Item 10.

Hayden Frammer, Indian Trail Parks and Recreation Department, explained that the Town of Indian Trail would be hosting a 5K as a fundraiser for Fire Fighters for the Cure on October 13, 2018 with all raised funds staying local. Part of the proposed route for the 5K was in the Town of Stallings. It was estimated there would be approximately 250 runners at the event. The Town of Indian Trail was requesting the Town of Stallings allow some Stallings Roads be closed during the 5K for approximately 90 minutes:

- Matthews-Indian Trail Road/Stallings (in Stallings)
- Flowe Drive
- Smith Farm Road

The Town of Stallings proposed a list of conditions in an indemnity agreement resolution to which the Town of Indian Trail had agreed. This indemnity agreement is attached to these minutes and therefore incorporated herein.

Council Member Paxton made a motion to approve the Indian Trail 5K Resolution which was seconded by Council Member Romanow. The motion received Council's unanimous support. The Indian Trail 5K Resolution is attached to these minutes and therefore incorporated herein.

4. CZ18.03.01 – Terkheurst Foundation

Mayor Dunn opened the public hearing. Town Planner Hair explained the applicant was the Terkheurst Foundation which was requesting a conditional zoning for the 9.46-acre property located at 1000 Chestnut Lane, on parcels #'s 07132004 and 07132007, for the development of an approximately 6,000 sq. ft retreat center and associated cabins. The majority of the property was zoned MU2 with a small portion zoned

PRD and all the property was vacant with an existing pond. The majority of the property would remain in its natural state. There would be two phases: 1) the retreat center; and 2) cabins.

The application met all the minimum requirements and was recommended approval by the staff and Planning Board with the following four conditions:

1. The applicant or responsible party shall obtain all permits required for development with the Town and outside agencies in compliance with applicable regulations. The submitted sketch plan must meet all requirements as established by permitting agencies.
2. Entrance to the development will be provided off Chestnut Lane.
3. The applicant will attempt to provide for access into the parking area of The Grove to provide for inter-parcel access and shared parking.
4. The applicant will provide walking trails with connectivity to adjacent properties where feasible.

No one was present to comment on this item.

Applicant Lisa Terkheurst, Proverbs 31 Ministries, explained to the Council that her application would be for a retreat center for the Family Foundation ran by Proverbs 31 Ministries. The size of events would range from 10-200 people based on the type event. During the first year, approximately 25 events were scheduled.

Ms. Terkheurst was also joined by the civil engineer and architect for the project who reviewed the project development in terms of stormwater and aesthetics

Larry Falcone, Stallings resident, questioned if the Town would require financial statements of the applicant. He also wanted to know if the facilities would be restricted to weddings.

The Zoning Staff Report for CZ18.03.01 – Terkheurst Foundation is attached to these minutes and therefore incorporated herein.

Mayor Dunn then closed the public hearing. Council Member Romanow made the motion to approve CZ18.03.01 – Terkheurst Foundation with the four conditions as listed above. The motion was approved unanimously and seconded by Council Member Heyse.

Mayor Dunn read the Statement of Reasonableness and Consistency into the record. Council Member Romanow seconded the motion to approve the Statement of Reasonableness and Consistency for CZ18.03.01 – Terkheurst Foundation. The motion was passed unanimously. The Statement of Reasonableness and Consistency for CZ18.03.01 – Terkheurst Foundation is attached to these minutes and therefore incorporated herein.

5. TX18.04.01 – Mendez Text Amendment

Mayor Dunn opened the public hearing and Town Planner Hair presented Information to the Council. This item was a text amendment to the Stallings Development Ordinance Table of Uses, Table 8.1 (Districts) to allow medical, dental, and surgical equipment as a permitted use in the VSR (Vehicle Service and Repair) district. The request was initiated from a property owner, Edgar and Teresa Moya-Mendez, at 645-A Stallings Road. The Planning Board recommended unanimous approval of this request.

Ms. Moya-Mendez explained that 2000 sq. ft. of the 6000 sq. ft. building would be used for the medical, dental, and surgical equipment. The business owner or OrthoPro Fabrications, Andre Jones, informed the Council that he would like to open an orthotic/prosthetic business.

Council Member Romanow read into the record the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.01 – Mendez Text Amendment and made the motion to adopt the ordinance. The motion was seconded by Council Member Steele and passed unanimously. The Ordinance Amending the Stallings Development Ordinance allowing TX18.04.01 – Mendez Text Amendment is attached to these minutes and therefore incorporated herein.

Mayor Dunn then read the Statement of Reasonableness and Consistency for TX18.04.01 – Mendez Text Amendment into the record. Council Member Paxton seconded the Statement of Reasonableness and Consistency for TX18.04.01 – Mendez Text Amendment which was passed unanimously by Council. The Statement of Reasonableness and Consistency for TX18.04.01 – Mendez Text Amendment is attached to these minutes and therefore incorporated herein.

6. TX18.04.02 – Development Agreement Text Amendment

Town Planner Hair explained this was a request by staff to add language to the Stallings Development Ordinance Article 7 (Permits and Procedures) requiring a development agreement as a part of the major subdivision review process. Planning Board recommended approval of the request.

Mayor Dunn closed the public hearing. Council Member Paxton read into the record the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.02 – Development Agreement Text Amendment. Council Member Romanow made the motion to adopt the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.02 – Development Agreement Text Amendment. The motion was passed unanimously after a second from Council Member Steele. The Ordinance Amending the Stallings Development Ordinance allowing TX18.04.02 – Development Agreement Text Amendment is attached to these minutes and therefore incorporated herein.

Mayor Dunn read the Statement of Reasonableness and Consistency for TX18.04.02 – Development Agreement Text Amendment into the record. The motion was made by Council Member Scholl to adopt the Statement of Reasonableness and Consistency for TX18.04.02 – Development Agreement Text Amendment which was seconded by Council Member Scholl. The Council supported the motion unanimously. The Statement of Reasonableness and Consistency for TX18.04.02 – Development Agreement Text Amendment is attached to these minutes and therefore incorporated herein.

7. TX18.04.03 – Density Text Amendment

Mayor Dunn opened the public hearing and Town Planner Hair explained staff was seeking this text amendment to the Stallings Development Ordinance Article 8 (Districts) increasing the allowable density for multifamily housing in the Mixed-Use District from 14.5 units an acre to 28 units an acre.

Mayor Dunn then closed the public hearing. Council Member Martin read into the record the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.03 – Density Text Amendment.

The motion was made by Council Member Romanow to adopt the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.03 – Density Text Amendment. Council Member Martin seconded the motion. The motion passed by a 5 to 1 vote with Council Member Paxton opposing.

Mayor Dunn read into the record the Statement of Reasonableness and Consistency for TX18.04.03 – Density Text Amendment. Council Member Romanow seconded. The motion passed by a 5 to 1 vote with Council Member Paxton opposing. The Statement of Reasonableness and Consistency for TX18.04.03 – Density Text Amendment is attached to these minutes and therefore incorporated herein.

8. TX18.04.04 – Height Text Amendment

Mayor Dunn opened the public hearing. Town Planner Hair explained this requested was seeking an amendment to the Stallings Development Ordinance Article 7 (Building and Lot Type Standards) increasing the building height for; Multi Family building type from 36' to 50' for structures located within developments adjacent to Hwy 74; Shop Front Building Type up to 70' for structures located within developments adjacent to Hwy 74; and, Highway Building Type from 50' to 70' within development adjacent to Hwy 74. The Planning Board recommended approval of the amendment.

Chief Blythe, Fire Chief for Hemby Bridge VFD, had concerns with the height allowance proposed due to the lack of personnel. Mayor Dunn then closed the public hearing.

Council Member Scholl made the motion to approve the Ordinance Amending the Stallings Development Ordinance allowing TX18.04.04 – Height Text Amendment. Council Member Romanow read the ordinance into the record and then seconded the motion. The motion passed by a 5 to 1 vote with Council Member Paxton opposing. The Ordinance Amending the Stallings Development Ordinance allowing TX18.04.04 – Height Text Amendment is attached to these minutes and therefore incorporated herein.

Mayor Dunn read the Statement of Reasonableness and Consistency for TX18.04.04 – Height Text Amendment into the record. Council Member Steele seconded the motion. The motion passed by a 5 to 1 vote with Council Member Paxton opposing. The Statement of Reasonableness and Consistency for TX18.04.04 – Height Text Amendment is attached to these minutes and therefore incorporated herein.

9. RZ18.04.01 – Underlying Zoning Map Amendment

Mayor Dunn opened the public hearing and Town Planner Hair explained the purpose of this map amendment is to add the underlying zoning where approved CUP's exist, to add MFT zoning (Multi-Family Transitional) to the neighborhoods of Callonwood, Chestnut Oaks, Wendover at Curry Place, Fairhaven, and Woodbridge where approved CUP's exist; and to combine CUGR, CUOLR and CUNRD into one CUP district. Mayor Dunn then closed the public hearing.

Mayor Dunn read the Ordinance Amending the Stallings Development Ordinance allowing RZ18.04.01 – Underlying Zoning Map Amendment into the record. Council Member Romanow made the motion to approve the ordinance and Council Member Paxton seconded the motion. Council passed the motion unanimously. The Ordinance Amending the Stallings Development Ordinance allowing RZ18.04.01 – Underlying Zoning Map Amendment is attached to these minutes and therefore incorporated herein.

Mayor Dunn read the Statement of Reasonableness and Consistency for RZ18.04.01 – Underlying Zoning Map Amendment into the record which was seconded by Council Member Steele. The motion was passed unanimously. The Statement of Reasonableness and Consistency for RZ18.04.01 – Underlying Zoning Map Amendment is attached to this minutes and therefore incorporated herein.

10. Indian Trail 5K

This item was moved to Agenda Item 3.A.

11. Committee Applications

A. Historical Committee

Deputy Town Manager/Town Clerk Nichols explained there were three applications submitted to serve on the Historical Committee: Marie Garris, Heath Guion, and Sandra Adcock. These applications had a recommended term expiration of March 31, 2019.

Council Member Heyse made the motion to appoint Marie Garris, Heath Guion, and Sandra Adcock to the Historical Committee with terms ending March 31, 2019. The motion received Council's unanimous support after a second from Council Member Steele.

B. Transportation Advisory Committee

Council Member Paxton explained there were two applicants for one position on the Transportation Advisory Committee: Helena Connors and Raul Gonzalez.

Council Member Paxton made the motion to appoint Helena Connors to the Transportation Advisory Committee with a term ending March 31, 2019. Council Member Heyse seconded the motion. The motion failed by a 2 to 4 vote with Council Members Martin, Romanow, Scholl, and Steele.

Council Member Steele made the motion to appoint Raul Gonzalez to the Transportation Advisory Committee with a term ending March 31, 2019. Council Member Scholl seconded the motion. The motion tied by a 3 to 3 vote with Council Members Heyse, Martin, and Paxton opposing. The motion failed after Mayor Dunn broke tie opposing the motion.

Council decided to invite both candidates to the next Council Meeting to discuss their experience and desire to serve on the committee. Staff was also asked to research other municipalities procedures on allowing the same person to serve on more than one committee.

12. Adjournment

Council Member Steele moved to adjourn the meeting, seconded by Council Member Romanow, and the motion received unanimous support. The meeting was adjourned at 9:12 p.m.

Approved on _____, 2018.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC
12097

May 14, 2018

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

The Town Council of the Town of Stallings met for a special meeting on May 21, 2018, at 6:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were: Mayor Pro Tempore David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager; Marsha Gross, Finance Officer; Ashley Platts, Parks and Recreation Director; Brian Price, Public Works Director; Minor Plyler, Chief of Police.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Budget discussions for the 2018-2019 fiscal year

Mayor Dunn explained that the proposed budget was over budget by approximately \$293,000 based on the initiatives the Council had indicated it wished to include for the next fiscal year. Staff had reviewed the budget again and made of cuts to try to balance the budget. Those cuts resulted in a remaining overage of \$82,500.

Council reviewed the budget and decided to cut the full \$82,500 from the Transportation Department leaving \$167,500 for transportation enhancements.

Council then held consensus to have the Town Manager to present the 2018-19 Proposed Budget and Message at the May 29 Council Meeting and hold the 2018-19 Budget Hearing on June 11 at 7 p.m.

3. Adjournment

Council Member Romanow moved to adjourn the meeting, seconded by Council Member Steele, and the motion received unanimous support. The meeting was adjourned at 7:13 p.m.

Approved on _____, 2018.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

12018

May 21, 2018

**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 May 29, 2018, at 7:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Council Members John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; and Council Member Kathy Heyse.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager; Chief Minor Plyler; Lynne Hair, Town Planner; Kevin Parker, Assistant Town Engineer; and Marsha Gross, Finance Officer.

Invocation, Pledge of Allegiance and meeting called to order

Deputy Town Manager/Town Clerk Nichols called the meeting to order and requested the Council select a chairperson for the evening due to the absence of the Mayor and the Mayor Pro Tempore.

Council Member Romanow nominated Council Member Steele as Chair to preside over the meeting. Council Member Martin seconded the nomination which was passed unanimously by the Council.

Council Member Steele then led the invocation and the Pledge of Allegiance.

Public Comments

No one was present to give public comment.

1. Agenda Approval

Council Member Steele recommended the following changes to the Agenda:

- Move Agenda Item 8, *Chestnut Sidewalk*, to Agenda Item 3.A.
- Add *Town Hall Sewer Easement Issue* as Agenda Item 5.A.
- Remove Agenda Item 5, *Parks and Recreation Advisory Committee and Rules of Procedure*, until a full slate of Council was present.

Council Member Romanow made the motion to amend the Agenda with the above noted changes. The motion was seconded by Council Member Paxton and was passed unanimously by Council.

2. 2018-19 Proposed Budget Presentation

Town Manager Sewell presented the Council with the 2018-19 Proposed Budget. The 2018-19 Proposed Budget as well as the Town Manager's Budget Message is attached to these minutes and therefore incorporated herein.

3. Transportation Advisory Committee Application

Transportation Advisory Committee Applicant Helena Connors was present to introduce herself to the Council, explain her experience, and express her desire to serve on the Transportation Advisory Committee.

Council Member Paxton made the motion to appoint Helena Connors to the Transportation Advisory Committee with a term ending March 31, 2019. The motion was approved unanimously after a second from Council Member Martin.

3.A. Chestnut Sidewalk

Originally Agenda Item 8

Assistant Town Engineer Parker reminded Council that in January 2018, Council approved the Chestnut Sidewalk construction on Chestnut Lane. NCDOT failed to acquire any of the necessary right-of-way for that sidewalk at 2532 Chestnut Lane, property of John Faison. Mr. Faison had no problem giving the Town the right-of-way for the sidewalk as long as the following conditions were met:

1. The ditch that was created by NCDOT be filled in whatever manner necessary.
2. Street curbing will be installed to match the Chestnut and Willowcraft neighborhoods.
3. Landscaping (grass) will be created in a manner that it will smoothly transgress from the street curbing to the end of the northern side of the sidewalk.
4. The exact location of the 5-foot sidewalk, curbing, and landscaping details will be provided prior to granting approval of the encroachment.

In order to meet the conditions, it would cost approximately \$43,000 and require a contract amendment on the sidewalk construction.

Mr. Parker intent was to inform the Council of this contract change and the fact that it would possibly require a budget amendment if the contingency amount for the project could not cover the additional work needed on Mr. Faison's property.

Council held consensus to proceed with the work needed on Mr. Faison's property for the Chestnut Sidewalk construction project and requested staff negotiate the best price possible for the additional work.

4. Review of Development Agreement Procedures and Proposed Fee Schedule

Town Planner Hair discussed the Development Agreement Process and Proposed Fee Schedule with the Council.

- Six phase process
- Staff, Planning Board, and Council involvement including a Council sub-committee on each development agreement with district representation
- Public hearing on the development agreement; not zoning
- Council had the final vote
- Staff suggested a fee of \$5750 based on staff and attorney hours

Council proposed setting the fee slightly higher at \$6750 to allow for senior management review time. Council also requested any plans received by the Town be placed on the website for the public to view.

Council Member Romanow made the motion to approve Development Agreement Process and Fee Schedule with the Development Agreement Fee at \$6750. The motion was passed unanimously after a second from Council Member Martin.

5. Parks and Recreation Advisory Committee and Rules of Procedure

This Agenda Item was removed during the Agenda Approval process.

5.A. Town Hall Sewer Easement Issue

Town Manager Sewell reminded the Council that the initial survey of the Civic Building property missed a sewer easement. Due to this oversight, in order to move forward with the new Town Hall, the Council had two options:

- Redesign the New Town Hall losing approximately 90 sq. ft. which would cost approximately \$23,000.
- Move the easement to the road bed in between the Civic Building and the existing Town Hall which would cost approximately \$80-90,000.

Council discussed the options and held consensus to cancel the current bid period and bid at a later date. Council would also place a closed session on the next agenda to discuss the issue with legal counsel.

6. 2017-18 Amended Budget Ordinance #7 – Potter Rd./Pleasant Plains Capital Improvement Fund

Finance Officer Marsha Gross explained that this amended budget ordinance was to account for the decisions previously made by Council for the additional funds needed for the right-of-way acquisitions for the Potter Rd /Pleasant Plains Intersection Improvements in the amount of \$80,000.

Council Member Paxton made the motion to adopt the 2017-18 Amended Budget Ordinance #7 – Potter Rd./Pleasant Plains Capital Improvement Fund in the amount of \$80,000. The motion was seconded by Council Member Romanow and passed unanimously.

The 2017-18 Amended Budget Ordinance #7 – Potter Rd./Pleasant Plains Capital Improvement Fund is attached to these minutes and therefore incorporated herein.

7. Town Insurance Policies Renewal

Town Manager Sewell recommend changing to North Carolina League of Municipalities (NCLM) for property and liability and workers compensation insurance in order to receive better coverage at a better rate.

Council Member Romanow moved to switch carriers to have the Town's property and liability and workers compensation insurance with the North Carolina League of Municipalities (NCLM) for the upcoming renewal year. The motion received Council's unanimous support after a second from Council Member Steele.

8. Chestnut Sidewalk

This Agenda Item was moved to Agenda Item 3.A.

9. Outstanding 2011 Survey Items

Council Member Martin saw an opportunity to increase code enforcement efforts based on the desired results from the 2011 citizen survey.

After discussion, Council held consensus to the have the Town Manager speak with the Code Enforcement Officer to determine if the current code gave her the tools needed to enforce items as well as looking into how other Towns handle parking on lawns.

10. Adjournment

Council Member Paxton moved to adjourn the meeting, seconded by Council Member Romanow, and the motion received unanimous support. The meeting was adjourned at 8:49 p.m.

Approved on _____, 2018.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

Governing Body Resolution

of the

Town of Stallings

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY and have agreed to pool the risks of their workers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Workers' Compensation Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Agency and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool for Workers' Compensation Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the _____ day of _____, 2018, as it appears of record in its official minutes.

(Name of Unit of Local Government)

By: _____
(Mayor, or Board Chair)

ATTEST: _____
(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR WORKERS' COMPENSATION RISK SHARING**

This Agreement, made and entered into in duplicate originals this _____ day of _____, 2____, by and between all the parties who are now, or may hereafter become, members of the North Carolina Interlocal Risk Management Agency (hereinafter "Agency"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Agency and have agreed to pool the risk of their workers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Agency have agreed upon designation of a Board of Trustees to direct the affairs of the Agency, to adopt rules, regulations, policies, and bylaws for implementing and administering the Agency, and to pass upon the admissibility of future members of the Agency; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Agency, subject to the provisions of this Agreement and the policies adopted by the Trustees, and;

WHEREAS, by this Agreement the Agency will undertake to discharge, solely from the assets of this Agency, by payment, any lawful workers' compensation and employers' liability claims against any member of the Agency, which awards shall have been sustained by final judgment where suit shall have been filed, or by the rules of the Agency if settlement is made before suit is filed; and

WHEREAS, the members of the Agency agree to pay premiums and/or contributions based upon appropriate classifications, rates, and experience modifications, and other criteria established by the Trustees, out of a portion of which the Agency will establish and maintain a fund for the payment of workers' compensation and employers' liability claims and awards and further, that the members covenant and agree that there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Agency, through the action of their respective governing bodies have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Agency established by the signatories hereto is to allow members to pool the risk of their workers' compensation liabilities and payment of claims for employers' liability coverage. To this end, the Agency shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Agency;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Agency and the Agency;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Agency; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Agency against excess losses; invest the assets of the Agency; provide loss control and other risk management services for the Agency and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Agency;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Agency to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Agency.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Agency money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Agency agree that, for the payment of any claim against the Agency or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Agency shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Agency money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Agency agree that, for the payment of any workers' compensation or employers' liability claim against the Agency or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Agency pursuant to the types and levels of coverage established by the Board of Trustees.

The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Agency shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Agency and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Agency shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Agency. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Agency or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Agency and contributing to the pool shall be liable to the Agency, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Agency, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Agency. Subject to the services and sponsorship agreement between the Administrator and the Agency, the Administrator shall provide day-to-day management of the Agency and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Agency's purpose. The Administrator shall deposit to the account of the Agency at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Agency. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Agency hereby agree that the Trustees may admit as members of this Agency only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section

VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Agency only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Agency as a result of any workers' compensation or employers' liability claim of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

**SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS;
MEMBERS' RESPONSIBILITIES**

The rules, regulations, policies, and bylaws for the administering of the Agency and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Agency agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; and to make or arrange for payment of claims, medical expenses, and all other things required or necessary;
- (c) In the event of an accident or a claim reported by a member, to make immediate provision for remedial care for its employee, and to give immediate notification of the claim to the Administrator on the prescribed forms;
- (d) To permit the Agency to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the North Carolina Workers' Compensation Act or employers' liability coverage, including suits or other proceedings alleging such injuries and demanding damages or compensation therefore (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Agency, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Agency for investigation, negotiation, or defense. It is agreed that the Agency shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Agency shall be at the sole cost of the settling member without any reimbursement or

other resources from the Agency and may be grounds for expulsion of the member from the Agency;

- (e) To cooperate in all respects with the Agency, the Trustees, the Administrator, and any contractors of the Agency in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Agency under this Agreement, the Agency shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow the reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Agency in order to minimize claims against the Agency;
- (h) The Trustees, the Administrator, and any contractors of the Agency shall be permitted at all reasonable times to inspect the work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times and within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Agency under the terms of this Agreement shall begin upon payment of the premium and/or contribution by the member to the Agency. Risk sharing by this Agency under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Agency upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Agency as a result of any workers' compensation or employers' liability claim of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Agency, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment; and
- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata

in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Agency. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Agency shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Agency. All remaining monies coming into their hands during any fiscal year of the Agency shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of required medical, surgical, hospital, rehabilitation, nursing expenses, payments of workers' compensation to employees of members covered by this Agreement, and employers' liability claims including settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Agency, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and claims expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of an Agency Year. Undistributed excess funds from previous Agency Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Agency as set out hereinabove will be accumulated in the Agency or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITH DRAWAL

The Agency shall operate on a fiscal year from 12:01 a.m. July 1st to midnight on June 30 of the succeeding year (the "Agency Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Agency Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Agency by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days prior to the last day, June 30, of the Agency Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Agency Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Agency and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Agency Year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE AGENCY; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Agency has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Agency shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Agency by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Agency shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Agency shall revert to the members of the Agency as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Agency.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Agency during the current Agency Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Agency who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

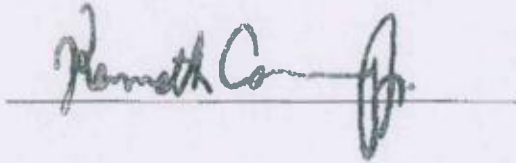
Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

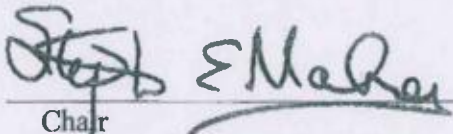
Executive Director
North Carolina League of Municipalities
150 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Agency and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the North Carolina Interlocal Risk Management Agency have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

NORTH CAROLINA INTERLOCAL RISK
MANAGEMENT AGENCY



BY: 
Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES



BY: 
Executive Director
Administrator

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

BY: _____
(Mayor, or Board Chair)

Governing Body Resolution

of the

Town of Stallings

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the _____ day of _____, 2018, as it appears of record in its official minutes.

(Name of Unit of Local Government)

By: _____
(Mayor, or Board Chair)

ATTEST:

(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this _____ day of _____ 2 _____, by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the "Fund");

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney's fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Fund Year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid.

Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

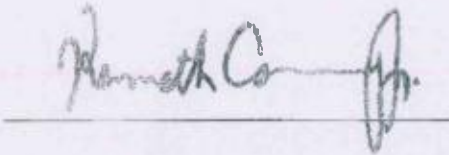
There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

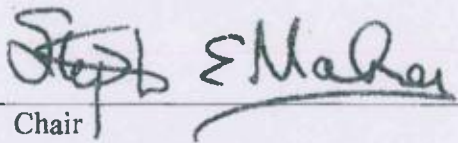
Executive Director
North Carolina League of Municipalities
150 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org


IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:



INTERLOCAL RISK FINANCING FUND
OF NORTH CAROLINA

BY: 
Chair
Board of Trustees



NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

BY: 
Executive Director
Administrator

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

BY: _____
(Mayor, or Board Chair)

TOWN OF STALLINGS 2018-2019 BUDGET ORDINANCE

SECTION 1. The following amounts are hereby appropriated for the operation of the Town's government and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

GENERAL FUND	\$6,710,500
APPROPRIATED FUND BALANCE	1,550,000
STORM WATER FUND	500,500
TOTAL	\$8,761,000

SECTION 2. That for the said fiscal year there is hereby appropriated out of the following categories:

<u>General Fund</u>	
Public Safety	\$2,367,500
General Government	1,074,000
Sanitation	900,900
Transportation	871,600
Cultural and Recreational	716,800
Economic and Physical Development	397,900
Public Works	324,300
Debt Service	82,500
Council Discretionary	25,000
	\$6,760,500
Transfer to Pleasant Plains/Potter Road Project Fund	\$1,500,000
Total Appropriations – General Fund	\$8,260,500
 <u>Storm Water Fund</u>	
General Expenses	\$500,500
Total Appropriations – Storm Water Fund	\$500,500

SECTION 3. It is estimated that the following revenues will be available during the fiscal year beginning on July 1, 2018 and ending June 30, 2019 to meet the appropriations shown in Section 2 according to the following summary and schedules.

Category

Ad Valorem Taxes, 2018-2019	\$3,500,000
Local Option Sales Tax	1,200,000
Utility Franchise Tax	810,000
Powell Bill	400,000
Motor Vehicle Taxes, 2018-2019	385,000
Zoning Fees	72,000
Park Grant	72,000
Beer and Wine Tax	70,000
Investment Earnings	60,600
Gross Vehicle Rental	44,400
Donations/Contributions	30,000
Taxes (ad valorem and motor vehicle), prior years	22,000
Park and Civic Property Rent	13,200
Solid Waste Disposal Tax	11,200
Interest/Penalties/Fees on delinquent taxes and listings	10,800
Stallings Fest (vendor fees) and Program Fees	3,800
Police Report Fees	3,000
Nuisance Abatement	2,500
Appropriated General Fund Balance	1,550,000
Total General Fund Revenues	\$8,260,500
Storm Water Fees	500,500
Total Revenues	\$8,761,000

SECTION 4. The following amounts are hereby appropriated in the Capital Project – Pleasant Plains and Potter Road Project fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Capital Outlay	1,480,200
Engineering/Architecture	19,800
Total Expense	\$1,500,000

It is estimated that the following revenues will be available in the Capital Project – Pleasant Plains and Potter Road Project fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Appropriation from General Fund	<u>\$1,500,000</u>
Total Revenue	<u>\$1,500,000</u>

SECTION 5.

- a) There is hereby levied for the fiscal year ending June 30, 2019 a tax rate of \$0.215 per one hundred dollars (\$100.00) valuation of taxable property as listed for taxes as of January 2018 for the purpose of raising the revenue for property taxes as set forth in the attached schedule of estimates of revenues and in order to finance the foregoing appropriations. Such rate is based on an estimated total appraised valuation of property for the purpose of taxation of \$1,662,185,513 at an estimated rate of collection of ninety-nine percent (99%).
- b) There is hereby established a Storm Water Rate Schedule for the purpose of raising revenue to fund the Storm Water program:

Residential	\$46.00/year
Non-residential (per ERU, which equals 2,060 square feet)	\$33.00/ERU/year

- c) The fees for park rentals, civil citations, zoning permits and other miscellaneous items with the Cultural and Recreational, Code Enforcement, Economic and Physical Development, and other Town departments will be in accordance to the attached schedules and effective July 1, 2018.
- d) Any fee not listed specifically herein is officially set at the rate designated by the most recent Town Council decision on the matter.

SECTION 6. The Budget Officer shall be authorized to reallocate departmental appropriations among the various objects of expenditures as deemed necessary.

SECTION 7. That before any portion of any contingency appropriation is expended, the Town Council must by resolution authorize such expenditure.

SECTION 8. Copies of this Ordinance shall be furnished to the Town Clerk to be kept on file for direction in the disbursement of funds.

SECTION 9. This ordinance shall be effective upon its adoption.

ADOPTED this the _____ day of June, 2018.

Wyatt Dunn, Mayor

Attested:

Erinn Nichols, Deputy Town Manager/Town Clerk

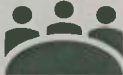


Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
10 General Fund		
REVENUE:		
10-00-3197-100 Taxes Ad Valorem - Current Year	3,450,000	3,500,000
10-00-3198-116 Taxes Ad Valorem 15-16	-	-
10-00-3198-117 Taxes Ad Valorem 16-17	12,000	-
10-00-3198-118 Taxes Ad Valorem 17-18	-	12,000
10-00-3198-800 Taxes Ad Valorem Refunds	-	-
10-00-3220-310 Solid Waste Disposal Tax	9,000	11,200
10-00-3231-231 Sales and Use Tax	1,136,000	1,200,000
10-00-3272-220 Gross Vehicle Rental Tax	44,000	44,400
10-00-3280-100 Motor Vehicle Tax - Current Year	385,000	385,000
10-00-3280-117 Motor Vehicle Tax 16-17	10,000	10,000
10-00-3316-300 Powell Bill Allocation	400,000	400,000
10-00-3322-200 Beer and Wine Tax	70,000	70,000
10-00-3324-200 Franchise and Utility Tax	810,000	810,000
10-00-3831-800 Investment Earnings - General Fund	26,000	57,000
10-00-3831-801 Investment Earnings - Powell Bill	1,200	3,600
10-00-3831-804 Interest	5,000	7,200
10-00-3834-800 Civic Building Rent	800	1,200
10-00-3835-800 Sale of Surplus Property	-	-
10-00-3839-800 Miscellaneous Revenue	-	3,000
10-00-3839-801 Fees	-	-
10-00-3839-802 Online CC Fees	2,000	600
10-00-3839-803 Nuisance Abatement Fees	-	-
10-00-3839-804 Donations/Contributions	-	30,000
10-00-3839-806 Insurance Proceeds	-	-
10-00-3839-807 Admin Fees from Fines & Forfeitures	-	-
10-00-3839-808 Fees in Lieu of Park Land	50,000	-
10-00-3910-900 Proceeds from long Term Debt	-	-
10-10-3317-200 Unauthorized Substances	-	-
10-10-3317-300 Forfeiture - Dept. of Justice	-	-
10-10-3317-400 Forfeiture - Dept. of Treasury	-	-
10-10-3317-500 Dept. of Treasury Reimbursement	-	-
10-10-3430-300 Governor's Hwy Safety Program	-	-
10-10-3430-310 Governor's Crime Commission Grant	-	-
10-10-3430-320 DOJ Bulletproof Vest Grant	-	-
10-10-3430-330 Safe Routes to School Grant	-	-
10-10-3839-410 Police Report Fees	3,000	3,000
10-10-3839-430 Miscellaneous PD Revenue	-	-
10-10-3839-802 Nuisance Abatement	2,000	-
10-10-3839-806 Insurance Proceeds	-	-



Line Item Budget FY2018-2019


	2017-2018	2018-2019
	Budget	Budget Total
10-40-3491-400 Zoning Fees	65,000	72,000
10-40-3491-403 Nuisance Abatement Fees	-	2,500
10-40-3491-405 Civil Citations	-	-
10-40-3600-300 Park Grant	-	72,000
10-80-3834-800 Park Property Rent	12,000	12,000
10-80-3839-804 Stallings Fest	5,000	1,800
10-80-3839-805 Donations for Park Events	-	-
10-80-3839-807 Program/Event Revenue	-	2,000
10-80-3839-808 Miscellaneous Revenue	-	-
10-99-3991-600 Fund Balance Approp - GF & Capital Proj	1,507,800	1,500,000
10-99-3991-610 Fund Balance Approp - Powell Bill	160,500	-
10-99-3991-620 Fund Balance Approp. - Drug Forfeiture	178,050	50,000
TOTAL REVENUE	8,344,350	8,260,500
Revenue less Fund Appropriated and Proceeds from Debt	6,498,000	6,710,500
EXPENDITURES:		212,500
<i>Combined Lines</i>		
Salaries and Wages	2,310,950	2,380,950
Supplemental Retirement 401(k)	108,765	115,910
Board Member Salary	27,300	66,300
Employer Portion PR Taxes	176,920	187,128
Retirement Contribution	175,640	190,180
Health Insurance	308,120	301,200
Unemployment Compensation	3,500	3,500
Worker's Compensation	78,730	68,290
Training	30,400	36,400
Office Supplies	18,520	22,750
Travel	22,200	24,900
Telephone	37,085	39,760
Utilities	183,000	179,000
Insurance - Property/General Liability/Auto	73,800	59,200
Miscellaneous	22,000	15,500
	3,576,930	3,690,968
00 General Government		
		
10-00-4110-000 Salaries - Elected Officials	36,600	36,600
10-00-4110-009 Employer Portion of PR Taxes	2,800	2,800

**Line Item Budget FY2018-2019**

	2017-2018	2018-2019
	Budget	Budget Total
10-00-4120-000 Salaries and Wages - Regular	403,610	414,750
10-00-4120-003 Car Stipend - Town Manager	6,000	6,000
10-00-4120-007 Supplemental Retirement (401k)	20,190	20,700
10-00-4120-008 Board Member Salary	6,000	9,000
10-00-4120-009 Employer Portion PR Taxes	30,860	32,840
10-00-4120-010 Retirement Contribution	31,190	32,600
10-00-4120-011 Health Insurance	50,750	43,200
10-00-4120-013 Unemployment Compensation	-	-
10-00-4120-014 Worker's Compensation	7,700	1,270
10-00-4120-015 Employee Health and Wellness	3,200	3,200
10-00-4120-016 Uniforms	-	1,500
10-00-4120-017 Training	16,000	21,000
10-00-4120-018 Audit/Accounting	16,900	19,800
10-00-4120-019 Legal Fees	27,000	30,500
10-00-4120-021 Supplies/Materials	-	8,400
10-00-4120-022 Meetings/Events	9,000	11,000
10-00-4120-023 Dues/Subscriptions/Pub	27,000	23,000
10-00-4120-024 Buildings and Grounds	-	-
10-00-4120-025 Vehicle Maintenance	-	1,500
10-00-4120-026 Office Supplies	9,000	12,600
10-00-4120-027 Postage	2,500	18,500
10-00-4120-028 Bank Charges	2,000	1,000
10-00-4120-029 Inventory/Equipment	5,000	5,000
10-00-4120-030 Computer and Related	111,300	92,140
10-00-4120-031 Travel/Mileage	7,200	9,400
10-00-4120-032 Telephone	16,500	16,500
10-00-4120-033 Utilities	37,000	37,000
10-00-4120-035 Repairs/Maint (Equipment)	-	-
10-00-4120-036 Fuel	-	900
10-00-4120-037 Advertising	5,000	6,000



Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
10-00-4120-039 Outside Services	9,000	7,000
10-00-4120-040 Tax Collection Fees	70,000	72,000
10-00-4120-042 Equipment Rental	7,400	8,400
10-00-4120-045 Property Insurance	25,000	24,700
10-00-4120-049 Miscellaneous	7,500	5,000
10-00-4120-093 Codify Ordinances	2,700	2,700
10-00-4120-094 Public Relations	7,500	15,500
10-00-4120-097 Management Contingency	20,000	20,000
10-00-4170-039 Election	12,000	-
10-00-4120-080 Penalties and Interest	-	-
10-00-8110-099 Capital Outlay	205,600	-
00 General Government	1,257,000	1,074,000
Change from Prior Yr Budget		(183,000)
10 Public Safety 	1,939,050	1,936,530
10-10-4310-000 Salaries & Wages - Regular	1,343,460	1,352,390
10-10-4310-001 Salaries & Wages - Overtime	15,000	15,000
10-10-4310-002 Salaries & Wages - Part/Temp	-	-
10-10-4310-004 Separation Allowance - LE	19,920	34,872
10-10-4310-006 Supplemental Retirement - LE (401k)	57,910	59,090
10-10-4310-007 Supplemental Retirement (401k)	9,310	8,520
10-10-4310-008 Board Member Salary	4,200	3,000
10-10-4310-009 Employer Portion PR Taxes	105,480	107,558
10-10-4310-010 Retirement Contributions	109,890	113,850
10-10-4310-011 Health Insurance	213,080	186,000
10-10-4310-013 Unemployment Compensation	3,000	3,000
10-10-4310-014 Worker's Compensation	57,800	53,250
10-10-4310-016 Uniforms	15,000	15,000
10-10-4310-017 Training	4,000	4,000
10-10-4310-019 Legal Fees	7,500	7,500
10-10-4310-020 Medical Expense	2,000	2,000
10-10-4310-021 New Hire Expense	3,000	3,000
10-10-4310-022 Meetings/Events	5,000	5,000



Line Item Budget FY2018-2019



	2017-2018	2018-2019
	Budget	Budget Total
10-10-4310-023 Dues/Subscriptions/Pub	800	800
10-10-4310-024 Buildings and Grounds	-	2,000
10-10-4310-025 Vehicle Maintenance	45,000	34,500
10-10-4310-026 Office Supplies	6,000	6,000
10-10-4310-027 Postage	400	400
10-10-4310-029 Inventory/Equipment	16,500	16,500
10-10-4310-030 Computer and Related	10,200	16,100
10-10-4310-031 Travel	5,500	5,500
10-10-4310-032 Telephone/Communications	18,600	19,020
10-10-4310-035 Repairs/Maintenance - Equipment	9,650	9,650
10-10-4310-036 Fuel	65,000	65,000
10-10-4310-038 Guns and Ammunition	5,000	5,000
10-10-4310-039 Outside Services	5,000	5,000
10-10-4310-040 Crime Lab Expense	8,000	10,000
10-10-4310-042 Equipment Rental	4,500	4,500
10-10-4310-043 Vehicle Purchase	130,000	100,000
10-10-4310-044 Investigation Expense	5,000	5,000
10-10-4310-045 Insurance	43,500	31,000
10-10-4310-047 Fundraising Expense	-	-
10-10-4310-049 Miscellaneous	5,000	5,000
10-10-4310-050 Nuisance Abatement	-	-
10-10-4310-060 K-9 Unit	-	3,500
10-10-4310-097 Contingency	-	-
10-10-4310-125 Vehicle Maintenance - Ins Reimbursed	-	-
10-10-8120-099 Capital Outlay	-	-
	2,359,200	2,317,500
Governor's Highway Safety Program - Expenses		
10-10-4410-070 DOJ-Bullet Proof Vest Grant	-	-
10-10-4410-090 Grant Expense - GCC	-	-

**Line Item Budget FY2018-2019**

	2017-2018	2018-2019
	Budget	Budget Total
10-10-4420-030 Department of Justice	-	-
10-10-4420-040 Department of Treasury	178,050	50,000
10 Public Safety	2,537,250	2,367,500
		(169,750)
20 Transportation		
4510 Streets and Highways		
10-20-4510-000 Salaries and Wages	70,420	73,320
10-20-4510-007 Supplemental Retirement (401K)	2,860	3,615
10-20-4510-008 Board Member Salary	3,600	2,400
10-20-4510-009 Employer's Portion of PR taxes	5,400	5,820
10-20-4510-010 Retirement Contribution	5,450	5,810
10-20-4510-011 Health Insurance	6,240	7,200
10-20-4510-013 Unemployment Compensation	-	-
10-20-4510-014 Workers Compensation	680	1,085
10-20-4510-016 Uniforms	150	-
10-20-4510-017 Training	3,000	2,000
10-20-4510-021 Supplies/Materials	150	150
10-20-4510-023 Dues Subscriptions Memberships	3,000	5,750
10-20-4510-025 Vehicle Maintenance	-	750
10-20-4510-026 Office Supplies	-	1,200
10-20-4510-029 Inventory/Equipment	5,000	2,000
10-20-4510-030 Computer and related	-	4,500
10-20-4510-031 Travel	3,000	3,000
10-20-4510-032 Telephone	675	700
10-20-4510-033 Utilities	114,000	110,000
10-20-4510-034 Signage	-	25,000
10-20-4510-036 Fuel	975	500
10-20-4510-039 Outside Services	6,500	7,900
10-20-4510-043 Vehicle Purchase	-	-
10-20-4510-045 Insurance	-	400
10-20-4510-049 Miscellaneous	-	1,000
10-20-4510-061 Engineering/Inspections	5,000	5,000
10-20-4510-062 Paving/Resurfacing	-	-
10-20-4510-066 Traffic Control	-	10,000
10-20-4510-069 Sidewalks Maintenance	25,000	25,000
10-20-4510-097 Transportation Study/Plan	-	-





Line Item Budget FY2018-2019


	2017-2018	2018-2019
	Budget	Budget Total
10-20-4510-099 Capital Outlay	-	167,500
4510 Streets & Highways	261,100	471,600
		210,500
4610 Powell Bill		
10-20-4610-060 Powell - Right of Way	-	-
10-20-4610-061 Powell - Inspections/Engineering	-	-
10-20-4610-062 Powell - Paving/Resurfacing	375,000	375,000
10-20-4610-063 Powell - Maintenance	25,000	25,000
10-20-4610-066 Powell - Traffic Control	-	-
10-20-4610-069 Powell - Sidewalks	160,500	-
4610 Powell Bill	560,500	400,000
20 Transportation	821,600	871,600
		50,000
30 Environmental Protection 		
10-30-4710-039 Sanitation	948,300	900,900
10-30-4710-049 Yard Waste	-	-
30 Environmental Protection	948,300	900,900
		(47,400)
40 Economic and Physical Development 		
10-40-4910-000 Salaries and Wages - Regular	121,420	170,520
10-40-4910-007 Supplemental Retirement (401k)	5,820	8,490
10-40-4910-008 Board Member Salary	6,300	8,100
10-40-4910-009 Employer Portion of PR Taxes	9,360	13,670
10-40-4910-010 Retirement Contributions	9,350	13,450
10-40-4910-011 Health Insurance	15,600	21,600
10-40-4910-013 Unemployment Contribution	-	-
10-40-4910-014 Worker's Compensation	2,000	2,500
10-40-4910-017 Training	3,500	4,500
10-40-4910-021 Supplies/Materials	4,000	4,000
10-40-4910-022 Meetings/Events	3,500	3,500
10-40-4910-025 Vehicle Maintenance	-	2,250
10-40-4910-026 Office Supplies	500	700



Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
10-40-4910-029 Inventory/Equipment	250	850
10-40-4910-030 Computer Related	900	4,450
10-40-4910-031 Travel	3,500	3,500
10-40-4910-032 Telephone	-	1,320
10-40-4910-036 Fuel	-	2,400
10-40-4910-037 Advertising	2,500	2,500
10-40-4910-039 Outside Services	344,500	95,900
10-40-4910-043 Vehicle Purchase	-	-
10-40-4910-045 Insurance (Vehicle)	-	1,200
10-40-4910-047 Nuisance Abatement/Code Enforcement	-	5,000
10-40-4910-049 Miscellaneous	2,500	2,500
10-40-4910-060 Town Beautification	25,000	25,000
40 Economic and Physical Development	560,500	397,900 (162,600)
60 Debt Service 		
10-60-9110-000 Debt Service	-	82,500
10-60-9110-075 Note Principal	-	-
10-60-9110-076 Interest on Note	-	-
60 Debt Service	-	82,500
70 Public Works 	67,455	
10-70-4570-000 Salaries and Wages - Regular	47,270	128,110
10-70-4570-007 Supplemental Retirement (401k)	2,365	4,480
10-70-4570-009 Employer Portion PR Taxes	4,020	9,840
10-70-4570-010 Retirement Contribution	3,640	7,030
10-70-4570-011 Health Insurance	6,810	14,400
10-70-4570-014 Worker's Compensation	3,350	5,800
10-70-4570-016 Uniforms	325	2,000
10-70-4570-017 Training	1,000	2,000
10-70-4570-021 Supplies/Materials	4,500	4,500


Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
10-70-4570-023 Dues/Subscriptions/Pub	400	400
10-70-4570-024 Buildings and Grounds - Gen Govt	39,700	6,050
10-70-4570-025 Vehicle Maintenance	-	3,000
10-70-4570-026 Office Supplies	300	300
10-70-4570-029 Inventory/Equipment	30,900	10,000
10-70-4570-030 Computer and Related	-	400
10-70-4570-031 Travel/Mileage	100	500
10-70-4570-032 Telephone	660	1,980
10-70-4570-035 Repairs/Maint (Equipment)	500	1,000
10-70-4570-036 Fuel	1,500	1,500
10-70-4570-039 Outside Services	61,260	40,000
10-70-4570-042 Equipment Rental	1,000	1,000
10-70-4570-043 Vehicle Purchase	-	-
10-70-4570-045 Insurance	-	1,600
10-70-4570-049 Miscellaneous	500	500
10-70-8180-099 Capital Outlay	-	77,910
70 Public Works	210,100	324,300
		114,200
80 Cultural and Recreation		
	245,420	208,600
10-80-6130-000 Salaries and Wages - Regular	176,830	147,540
10-80-6130-007 Supplemental Retirement (401k)	6,910	7,390
10-80-6130-008 Board Member Salary	5,400	4,800
10-80-6130-009 Employer Portion of PR Taxes	13,610	11,590
10-80-6130-010 Retirement Contributions	10,670	11,630
10-80-6130-011 Health Insurance	25,000	21,600
10-80-6130-013 Unemployment	500	500
10-80-6130-014 Worker's Compensation	6,500	3,550
10-80-6130-016 Uniforms	2,000	1,400
10-80-6130-017 Training	2,900	2,900
10-80-6130-020 New Hire Cost/Random Drug Testing	150	100
10-80-6130-021 Supplies and Materials	6,000	3,000
10-80-6130-023 Dues/Subscriptions/Pub	5,600	1,840
10-80-6130-024 Buildings and Grounds	65,280	43,000



Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
10-80-6130-025 Vehicle Maintenance	-	1,500
10-80-6130-026 Office Supplies	2,720	1,800
10-80-6130-029 Inventory/Equipment		
	168,310	86,000
10-80-6130-030 Computer and related	-	6,800
10-80-6130-031 Travel	3,000	3,000
10-80-6130-032 Telephone	650	1,560
10-80-6130-033 Utilities	32,000	32,000
10-80-6130-035 Repairs/Maint. - Equipment		
	17,200	40,000
10-80-6130-036 Fuel	900	1,000
10-80-6130-037 Advertising	12,350	6,000
10-80-6130-039 Outside Services		
	-	177,000
10-80-6130-042 Equipment Rental	-	1,800
10-80-6130-045 Property Insurance	5,300	3,500
10-80-6130-047 Fundraising	-	-
10-80-6130-049 Miscellaneous	500	500
10-80-6130-080 Grant Expense	-	-
10-80-6130-081 Recreation Programming	7,500	10,000
10-80-6130-090 Park Events		
	79,220	78,500
10-80-6130-097 Management Contingency	5,000	5,000
		-
80 Cultural and Recreation	662,000	716,800
		54,800
10-99-9840-096 Transfer to Capital Project Fund	1,330,000	1,500,000
10-99-9910-097 Contingency		
	17,600	25,000
Proposed to cover Budget Amendments within Depts		
TOTAL EXPENDITURE	8,344,350	8,260,500



Line Item Budget FY2018-2019

	2017-2018	2018-2019
	Budget	Budget Total
	7,014,350	1,582,500
43 Capital Project Fund - New Town Hall and Public Works Bldg.		
REVENUE:		
10-99-3991-600 General Fund Appropriation	-	-
TOTAL REVENUE	-	-
EXPENDITURE:		
43-85-8170-058 Capital Outlay - Land/Land Improvements	-	-
TOTAL EXPENDITURE	-	-
41 Streetscape/Pleasant Plains Improvement (Capital Project)		
REVENUE:		
41-00-3839-410 NC DOT Spot Safety Fund		-
41-00-3839-420 Union County	-	-
41-00-3839-430 Transfer from Current Year Revenues	250,000	
General Fund Appropriation	1,080,000	1,500,000
TOTAL REVENUE	1,330,000	1,500,000
EXPENDITURE:		
41-85-8170-058 Capital Outlay - Bldgs/Structures	820,000	1,500,000
41-85-8170-061 Engineering/Architecture	180,000	-
41-85-8170-088 Right of Way Acquisition	330,000	-
TOTAL EXPENDITURE	1,330,000	1,500,000
67 Storm Water Fund		
REVENUE:		
67-11-3197-100 Storm Water Tax - Current	480,000	500,000
67-11-3831-800 Investment Earnings - PNC	-	-
67-11-3831-804 Interest	-	500
67-11-3839-800 Fees	-	-
TOTAL REVENUE	480,000	500,500
		4.17%
EXPENDITURE:		
67-97-7510-000 Salaries and Wages - Regular	70,420	73,320
67-97-7510-007 Supplemental Retirement (401K)	3,400	3,625
67-97-7510-008 Board Member Salary	1,800	2,400
67-97-7510-009 Employer Portion PR tax	5,390	5,810
67-97-7510-010 Retirement Contribution	5,450	5,810
67-97-7510-011 Health Insurance	6,240	7,200
67-97-7510-013 Workers Compensation	700	835
67-97-7510-023 Dues/Subscriptions/Public	1,200	1,200



Line Item Budget FY2018-2019

67-97-7510-024 Repairs/Maintenance - Minor
 67-97-7510-035 Repairs/Maintenance - Major
 67-97-7510-039 Outside Services
 67-97-7510-049 Miscellaneous
 67-97-7510-061 Engineering/Inspections

TOTAL EXPENDITURE

Total EXPENDITURES

	2017-2018	2018-2019
	<i>Budget</i>	<i>Budget Total</i>
	120,000	138,300
	220,000	240,000
	39,400	20,000
	1,000	1,000
	5,000	1,000
TOTAL EXPENDITURE	480,000	500,500
Total EXPENDITURES	10,154,350	8,761,000



May 29, 2018

Honorable Mayor and Members of Council
Town of Stallings, North Carolina:

Pursuant to the Local Government Budget and Fiscal Control Act and N.C. General Statute 159-11, the Annual Budget for Fiscal Year 18-19 is submitted for your consideration:

General Fund	\$6,710,500
Appropriated Fund Balance	\$1,550,000
Storm Water Fund	\$500,500
Total	\$8,761,000

This budget proposal represents the commitment of the Town Council to the strategic priorities and goals unanimously approved at the 2018 Annual Retreat as shown below:

FY 2018-19 TOWN COUNCIL PRIORITIES

- 1.) Improve Transportation Infrastructure/Reduce Congestion
 - a. Develop street cross-sections.
 - b. Advocate to NC DOT on a regular basis for improvements.
 - c. Explore greenway opportunities and sidewalks in partnership with other jurisdictions
- 2.) Enhance Community Identity by Increasing Branding Visibility
 - a. Street Signs – explore costs.
 - b. Place logo on water tower.
 - c. Consider adding uniform decorative street lighting and banners to new Town Hall project.
- 3.) Engage Public Through Increased Public Communications
 - a. Telecast Town Council meetings.
 - b. Quarterly newsletter.
 - c. Citizen survey.
- 4.) Begin New Town Hall/Public Works Facility
- 5.) Pursue Economic Development to Enhance Quality of Life
 - a. Complete Downtown Small Area Plan.
 - b. Begin New Small Area Plans.
 - c. Explore recreational facility for northern half of Town
- 6.) Be Prudent Fiduciaries of Taxpayer Resources

These goals provide the foundation upon which the budget is built. Over the course of five budget workshop sessions, and many hours of staff research and development, this budget was explained and discussed in detail.

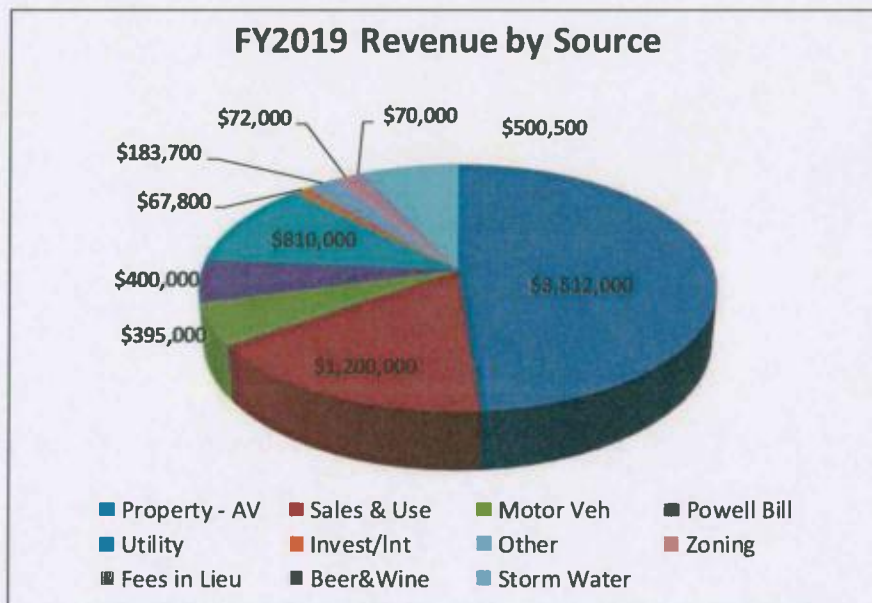
Additionally, this budget proposal is influenced by external factors including the condition of the national, state, and local economies, the emergency and pre-emergent needs identified in our community by the elected body, staff, and advisory boards, and the goals noted above. Armed with the knowledge that this document represents a significant amount of careful consideration and study, this budget should allow the Town to meet its obligations, progress towards its goals, and remain fiscally strong.

GENERAL FUND

REVENUES

In comparison to FY 17-18, revenues in FY 18-19 decrease by approximately \$83,850 (1%) from \$8,344,350 to \$8,260,500. However, if fund balance appropriations are removed from the equation, revenues increase by approximately \$212,500 (3%) from \$6,498,000 to \$6,710,500.

To maintain a prudent fiscal posture, this budget proposal takes a fiscally conservative approach to revenue projections.



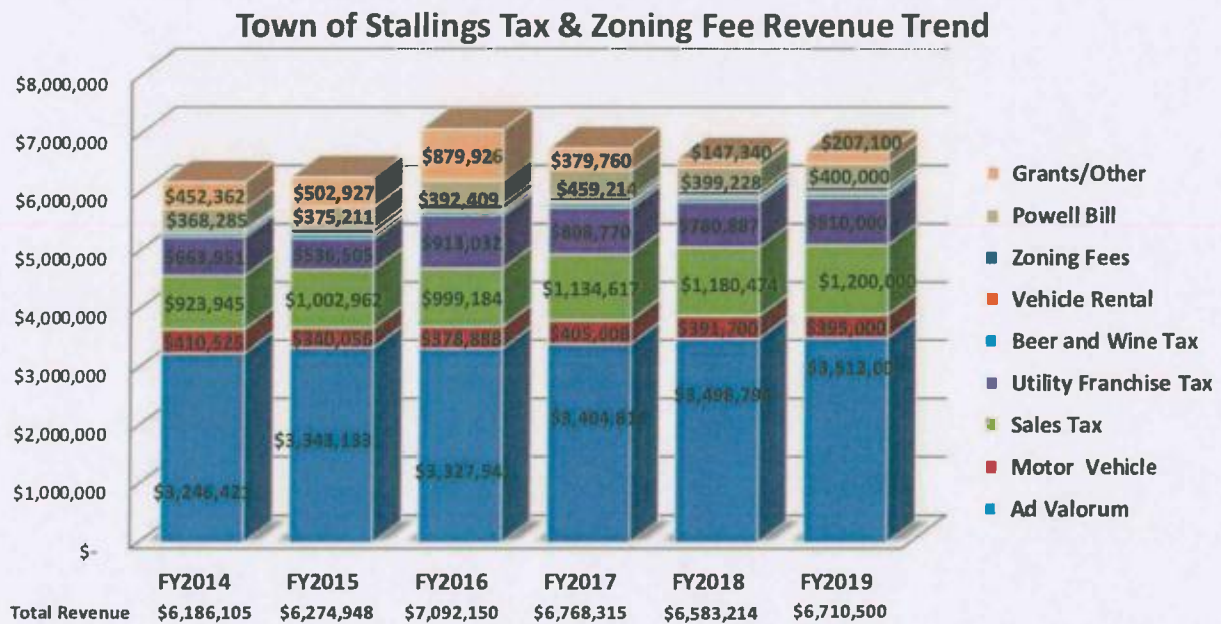
Tax Rate:

This budget does not recommend a tax increase but rather maintaining the tax rate at \$0.215 per \$100 valuation to cover the operational budget and capital projects as decided by Council. The proposed tax rate will generate a conservative estimate of approximately \$3,512,000 of ad valorem

property tax revenue adjusted for a collection rate of approximately 99%. This is a projected increase of \$50,000 from the initial FY 17-18 projection.

Other Revenue:

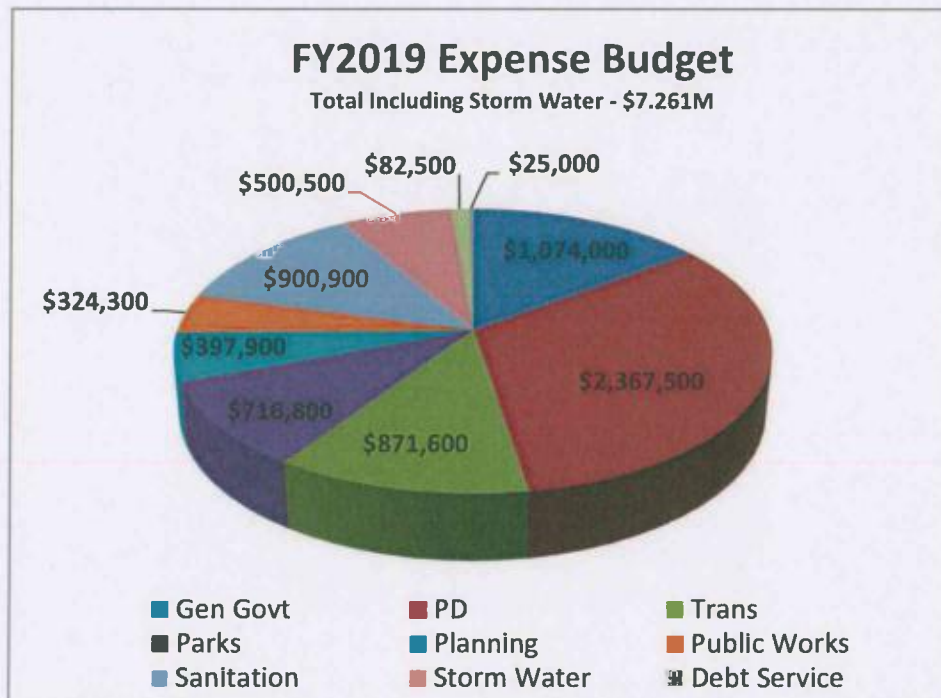
The remainder of the General Fund is funded largely by sales and use tax, franchise and utility tax, Powell Bill funding for road and sidewalk maintenance, motor vehicle taxes, fund balance appropriations, and miscellaneous revenues. The largest areas of growth¹ are Sales and Use Tax (\$64,000) and Investment Earnings (\$31,000). All estimates for the Town’s funding sources are based upon our examination of guidance from the State, Union County, and analysis of local trends.



¹ While fund balance appropriation does increase by \$220,000, it is not considered an organic area of revenue “growth” as it is simply budgeting a larger amount from reserves.

EXPENSES

In comparison to FY 17-18, expenditures in FY 18-19 decrease by approximately \$83,850 (1%) from \$8,344,350 to \$8,260,500. However, if the contributions towards the Pleasant Plains/Potter Road Project (discussed below) are removed, expenditures decrease approximately \$253,850 (4%).



Primary Changes for FY 2018-2019:

While spending for operating costs has remained about the same, this budget does include some new items of note.

Personnel:

- Overall, budgeted personnel costs increase by \$114,038.
- In contrast with larger national economic trends, health insurance premiums are not projected to increase while property/liability and worker's compensation insurances combined will decrease an estimated 19%. This decrease is likely due in part to the Town's safety initiatives and a large claim finally dropping off the "look-back" period.
- There are no planned staffing increases for FY 18-19.

- All Parks & Recreation maintenance staff are transferred under the Public Works Department.
- The Code Enforcement Officer position is moved from Police to Economic and Physical Development.
- In accordance with the Town's Pay Policy, and as approved by Council, personnel salaries will benefit from a Cost-of-Living Adjustment of 2.1%, and eligible personnel will also receive a 2% merit increase and a 1% bonus.

General Government:

- Overall, the general government budget decreases by \$183,000.
- \$24,000 is included for a quarterly hard newsletter to be mailed to residents. This is a defined Town Council priority.
- The Town will conduct a pay and classification study during FY 18-19 to ensure that the foundation of our personnel compensation system is competitive. This is essential to ensuring the Town can attract and retain qualified personnel long-term.
- Notably, the Council opted to conduct a citizen survey every 10 year (like the U.S. Census) meaning that the next citizen survey would be scheduled for FY 2021-22.

Public Safety:

- Overall, the public safety budget decreases by \$169,750.
- The budget includes funds for the replacement of 3 patrol vehicles with mileage either already over 100,000 or almost over 100,000. Due to extra demand on patrol vehicles, it is cost-efficient for the Town to regularly replace vehicles at this mileage level.
- Restricted forfeiture funds are budgeted to start a K-9 program. This will allow the Police Department to have more consistent access to K-9 services and help with officer retention.

Transportation: (Streets & Highways; Powell Bill)

- The total transportation budget increases by \$50,000.
- The Town has several upcoming transportation enhancement opportunities that we do not yet know the exact cost. \$167,500 is budgeted for anticipated transportation enhancements as decided by the Town Council. Possible expenditures include:
 - Monroe Bypass Enhancements
 - Town Hall/Park Streetscape

- Idlewild Streetscape Enhancements
 - Chestnut Sidewalk Enhancements
 - Potter/Pleasant Plains Intersection Landscaping Enhancements
 - Incorporating a Transportation Impact Analysis (TIA) into the development processes.
 - Placing the Town logo on the Highway 74/Stallings Rd. water tower.
- \$25,000 is included to replace all Town street signs with a logo version. This is a defined Town Council priority.
 - \$10,000 is included for continuing the development of cross-sections within small area plan nodes. This is a defined Town Council priority.
 - \$400,000 is included to resurface and maintain Stallings streets. The Town is scheduled to resurface 10 streets totaling 0.92 miles in FY 18-19 (Town streets total 52.83 miles). Each year Town Engineers assess and quantitatively determine the streets with the greatest resurfacing needs using an engineering methodology originally developed by the Army Corp of Engineers. Using this evaluation system, funding is applied to streets deemed to be in the worst condition. Using this framework, the Town can confidently state that it is resurfacing roads based on the greatest need.
 - Notably, the Town Council opted not to fund the Lawyers Road sidewalk project due to its high expense and opted to delay this project for the next five fiscal years.

Environmental Protection: (Sanitation)

- The total Environmental Protection budget decreases by \$47,400.
- The Town negotiated a 5% price reduction under its new solid waste collection contract for FY 18-19.

Economic & Physical Development: (Planning & Zoning)

- The total Economic & Physical Development budget decreases by \$162,600.
- The Town Council places a heavy priority on pursuing economic development to enhance quality of life. As a result, this budget includes funding for Small Area Plans for the Chestnut area and the Smith Farm Industrial area (dependent on receiving outside funding). This is a Town Council priority. The foundational logic behind these planning efforts was described in the FY 17-18 Budget Message as follows:²

² Town of Stallings FY 17-18 Budget Message (May 22, 2017).

Although our Planning and Zoning Department's budget is typically small, this [FY 17-18] ...we have invested in three Small Area Plans (SAPs) at a competitive cost of \$130,000. A critical and necessary investment, these Small Area Plans will provide the Town a much-needed common point of reference to discuss and shape inevitable change and implement our near and long-range visions. Rather than piecemealed growth driven by the desires of developers, these SAPs will provide the Town with a grounded and shared understanding of how we hope Stallings will grow over the next 10-30 years. Although not a panacea, these SAPs and supporting ordinances will be powerful tools to focus planning efforts and foster collaboration with our property owners and developers. Our goal remains to continually build toward a safe and ever-improving quality of life for our Town residents.

Debt Service:

- \$82,500 is included for an interest payment on financing for the New Town Hall/Public Works construction project.

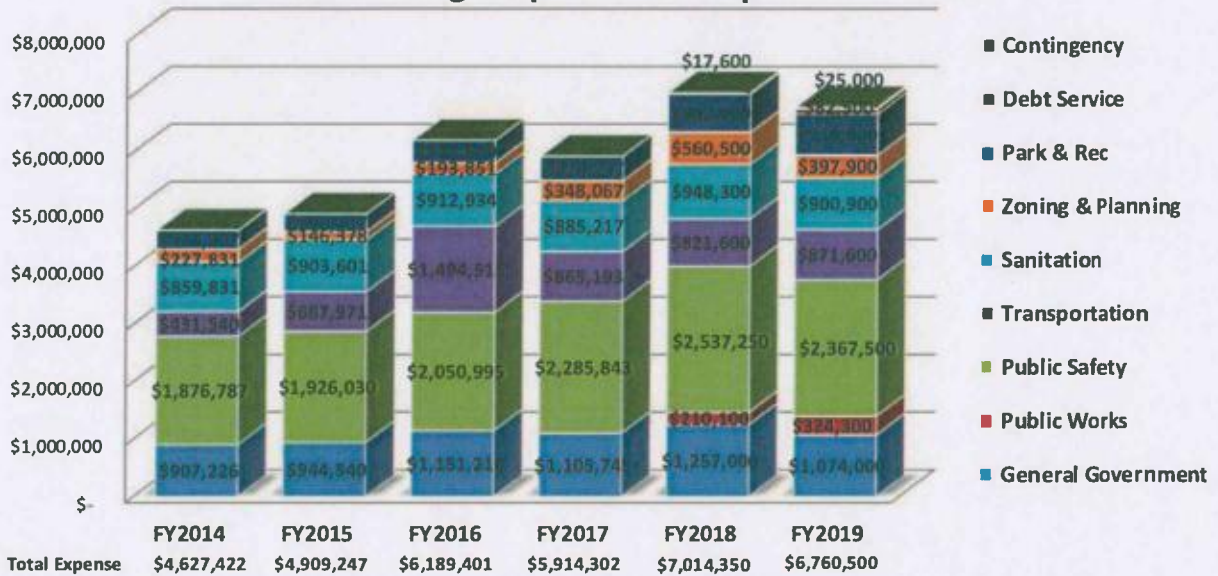
Public Works:

- The total Public Works budget increases by \$114,200.
- Park maintenance staff are all moved under Public Works (Previously 1 F/T, now with positions moved it is 2 F/T, 3 P/T).
- Funds are included to replace remaining HVAC units and the control system in Town Hall. Two of the units have already ceased working in FY 17-18, meaning others are likely not far behind.

Cultural and Recreation:

- The total Cultural and Recreation budget increases by \$54,800.
- The Parks & Recreation Department has moved to its temporary location in Town Hall until the New Town Hall project is complete. Given the more limited space for programming caused by anticipated construction, this budget proposal uses this construction period to focus on long-term planning for the department.
- Funding is included for a Parks & Recreation Master Plan.
- Funds for hard design and related for the first development phase of the Greenway System.
- New recreation management software will increase staff efficiency by 0.1 FTE and allow easier facility reservation scheduling by the public.
- Funds to replace various equipment and make various repairs.

Town of Stallings Departmental Expenditure Trend



STORMWATER FUND

The Town operates a stormwater utility fund which functions as an enterprise fund and is funded by stormwater fees on properties in Stallings. This proposal recommends keeping the FY 2018-19 stormwater rate unchanged to generate \$500,500 in revenue. These revenues will allow the Town to continue inspections and maintain our stormwater system to continue to meet the standards of the federally mandated Phase II stormwater program. Notably, the Town’s goal is to maintain a fund balance of at least \$1,000,000 that can be used to address unexpected stormwater needs.

CAPITAL PROJECT FUNDS

Potter/Pleasant Plains Improvements:

The Town will improve the intersection of Potter Road and Pleasant Plains Road, widen Pleasant Plains Road from east of Aurora Boulevard to west of Lakewood Drive, widen Potter Road from Azteca Drive to Old Monroe Road, and provide water and sewer improvements along Potter Road to Monroe Road.

Construction of these improvements has been delayed as we work through the Right-of-Way requirements; however, we expect to begin work in Fall 2018.

Funds for the construction will come from the Town of Stallings, NCDOT, and Union County. The anticipated total cost of the project is \$3,000,000, with \$1,500,000 projected for 2018-2019.

The Town will make the initial payments on the project, with reimbursements from NCDOT and Union County.

New Town Hall and Public Works Facilities:

The Town has completed design for new Town Hall and Public Works facilities and is currently in the permitting phase. During the Summer of 2018, the Town plans to bid out these plans, select a contractor to build these facilities, and secure project financing. Ultimately, the long-term plan is to take the funds received back from the Potter/Pleasant project and immediately pay off the bulk of this debt service. Because the exact cost of construction and related financing is not yet known, the Town has not budgeted for the corresponding loan proceeds and construction expenditures (once these costs become known, a budget amendment can be undertaken). Notably, this proposal includes \$82,500 for interest of estimated debt service to help ensure that this expenditure will likely come from annual revenues and not fund balance reserves.

Attached to this Budget Message are the:

FY 2018-19 Proposed Budget Ordinance
FY 2018-19 Fee Schedule
FY 2018-19 Line Item Budget

Respectfully submitted this is the 29th day of May 2018.

M. Alexander Sewell, Esq.
Town Manager



Town of
Stallings

FY 18-19 Fee Schedule

LAND DEVELOPMENT FEES	
Residential	
Concept Plan Review	\$500.00
Major Subdivision Preliminary Review	
0 to 10 acres	\$2,000.00 plus \$350.00 for each acre or portion thereof
10+ acres	\$2,500.00 plus \$350.00 for each acre or portion thereof
Minor Subdivision Review	
Up to 5 lots created	\$50 for first lot plus \$100.00 for each additional lot
Final Subdivision Plat Review	
Per Map	\$275.00 plus \$50 per lot
Revisions	
Minor (5 lots or less)	\$200.00
Major (more than 5 lots)	\$500.00
Excessive	1/3 of total review cost
Storm Water Review Fees	
Surcharge per on site detention facility	\$500.00
Appeal of PCSWO	\$100.00
Commercial, Industrial or Non-Residential Plan Review	
New Construction	
0 to 10 acres	\$2,000.00 plus \$350.00 for each acre or portion thereof
10+ acres	\$2,500.00 plus \$350.00 for each acre or portion thereof
Expansion	
Less than 1 acre only	\$500.00
Revisions	
Minor	\$200.00
Major	\$500.00
Excessive	\$1/3 of total review fee

ZONING FEES	
Board of Adjustment Request	
Appeal Request	\$150.00
Variance Request	\$300.00
Planning Board Request	
Zoning Map Amendment - Conventional	
Less than 2 acres	\$150.00
2-10 acres	\$300.00
Greater than 10 acres	\$900.00
Zoning Map Amendment – Conditional Zoning	
Less than 2 acres	\$300.00
2-10 acres	\$600.00



Town of
Stallings

FY 18-19 Fee Schedule

ZONING FEES, continued	
Greater than 10 acres	\$1,200.00
Conditional Use Permit Request	\$300.00
Zoning Text Amendment - UDO	\$500.00
Administrative Request	
Zoning Permit	
New Construction	\$75.00
Accessory Structure, Additions, Interior Upfit	\$50.00
Use Permit	\$50.00
Certificate of Zoning Compliance	
Residential – New Construction	\$100.00
Residential – Accessory Structures/Additions	\$50.00
Commercial	\$150.00
Letter of Zoning Compliance	\$50.00
Sign Permit	
Permanent	\$50.00
Temporary Banner	\$15.00
Development Agreement	\$6,750.00
Temporary Use Permit	\$50.00
Miscellaneous Fees	
Demolition Permit	\$50.00
Traffic Impact Analysis Review Fee	\$5 per AM and PM peak period generated by the site
Annexation Fee (Voluntary)	\$300.00
Driveway Permit	\$100.00
Ordinance/Maps/Copies	
Copying of UDO	\$50.00
Maps (color)	
A Size (8.5 X 11)	\$1.00
B Size (11 x 17)	\$5.00
C Size (17 x 22)	\$10.00
D Size (22 x 34)	\$15.00
E Size (34 x 44)	\$20.00
Custom Maps	\$35.00 per hour rounded to ¼ hour
Copies	\$.10 per page
Audio CD of Meeting	\$1.00
Returned Check Fee	\$25.00

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



Town of
Stallings

FY 18-19 Fee Schedule

CULTURAL AND RECREATION FEES		
Park Rental Fees		
	Resident	Non-Resident
Shelter A	\$30 / \$30 Deposit	\$50 / \$50 Deposit
Shelter D / Heath Guion Shelter	\$50 / \$50 Deposit	\$70 / \$70 Deposit
Picnic Pods	\$20 / \$20 Deposit	\$30 / \$30 Deposit
Major	\$500.00	
Excessive	\$1/3 of total review fee	
Park Staff Fee for Large Reservations		
	Charge per hour	
Hourly Basis	\$15.00 per staff member per hour	

CODE ENFORCEMENT FEES	
Per Violation	\$100.00 per code violation

POLICE DEPARTMENT FEES	
Fingerprint Card	\$5.00 for each card - 1st card free to Stallings Residents
Report Copies	No charge for reports only a few pages in length. The Town's per page fee may apply for large printing requests.

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



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 4/4/18; **Updated on 6/6/18**
RE: ABC Discussion – Brief Background

6/6/18 UPDATE: The Town Council authorized Town staff to invite a representative from the N.C. ABC Commission to discuss how to educate the Town Council on next steps, market feasibility, and offer general guidance. Mr. Laurie Lee, Director of Pricing and ABC Board Audit Divisions, is scheduled to be attend the 6/11/18 Council Meeting.

Purpose: The 4/9/18 Town Council agenda calls for discussion on a potential ABC store. This memorandum provides a brief foundational background on the subject for the Town Council.

Brief State ABC Background: ¹

In 1937, an Alcoholic Beverage Control bill was enacted by the N.C. General Assembly that created the foundation for the system of control that the State operates under today. This Act allowed voters in each county to determine whether spirituous liquor should be sold at retail. If approved by the local voters, the Act provided for the establishment of a local ABC Board that has the authority and duty to operate one retail ABC store. If disapproved at the county level, local towns or municipalities could then vote on the issue. The Act also provided for the establishment of a State ABC Commission to have oversight authority with respect to each local ABC Board.

Today, there are 168 local ABC systems in the State that operate 430 retail stores. For FY 2016-17, the retail and mixed beverage sales totaled approximately \$1.068 billion. County/municipal ABC Boards in North Carolina are local independent political subdivisions of the State. They operate as separate entities establishing their own policies and procedures.

Each local ABC Board consists of a Chairman and two to six (depending on the Board size) Board members appointed by their municipality or county governing authority. They retain authority to set policy and adopt rules in conformity with ABC Laws and Commission Rules.

¹ Taken from the N.C. ABC Commission Website (<https://abc.nc.gov/Boards>).

Recent Local ABC Background:

Per Town minutes, the Town Council decided in 2002 to allow the citizens to vote on whether to permit the operation of ABC stores, amongst other alcohol-related decisions. While the voters approved, an ABC Board was never established for 2 reported reasons. First, due to concerns that a store would not be profitable.² Second, because the Town wanted to apparently place the store in a section of its jurisdiction located in Mecklenburg County, which the ABC Commission viewed as illegal.³

Next Steps:

The next step for the Town Council is to decide whether it wants to further pursue opening an ABC store. If the Town Council opts to do so, then I would recommend inviting a staff member from the N.C. ABC Commission to discuss how to evaluate feasibility. There would not need to be another citizen referendum.⁴

² Based on my conversations with the previous Town Manager.

³ Per my conversations with N.C. ABC Commission Staff.

⁴ *Id.*



MEMO:

TO: Town Council
FROM: Lynne Hair, Planning Director
SUBJECT: Code Enforcement Report
DATE: May 21, 2018

Code Enforcement is an important service provided by the Town and will be an increasing need as we begin to experience development pressures. The 2011 Citizen Survey supported this fact by identifying several areas of concern including parking of vehicles in yards and on streets, junk cars and untagged vehicles, prompting Council to look at these issues and discuss the need to review our current ordinances for effectiveness, and evaluate the future needs of code enforcement.

Staff would recommend the following:

1. Ordinance Review/Update: It is the opinion of staff that our current ordinances allow us to respond to most issues; however, it is important to ensure that we follow current state statutes. An ordinance update was last conducted in 2011, by Nfocus Planning when several needed amendments were made that brought all ordinances up to minimum state standards. It would be the recommendation of Staff to have Nfocus conduct an audit of our current ordinances and make any necessary updates/changes. A proposal has been requested of Nfocus to provide a cost of doing this work. Once received this will be presented to Council for consideration.
2. Parking in Yards: Staff researched how other communities were handling this issue and discovered that among neighboring communities (Indian Trail, Weddington, Waxhaw, Mint Hill, Matthews, Charlotte, Wesley Chapel, Pineville, Village of Lake Park, Belmont, Marshville) Charlotte is the only community who has an ordinance that addresses this issue. The ordinance addresses this issue as follows:

Parking on the Front Lawn (City of Charlotte)

The Parking on the Front Lawn Ordinance prohibits parking vehicles in front yards as well as side yards of corner lots, except on improved driveways or parking pads.

[What does the ordinance prohibit?](#)

Parking of vehicles in front yards and side yards of a corner lot, except on an improved driveway or parking pad.

[Where does the ordinance apply?](#)

The ordinance applies to single-family detached, duplex, triplex and quadruplex dwelling units.

[Are there exceptions to the ordinance?](#)

Exceptions to the ordinance apply when no parking is allowed on adjacent streets and the principal dwelling is less than 20 feet from the abutting street or the lot width is less than 25 feet. Additionally, special family events or social gatherings occurring no more than once a week will be exempted from the ordinance.

[What is the purpose of the ordinance?](#)

The ordinance supports the City's model vision of a clean and nuisance-free environment for all Charlotte neighborhoods.

[What is the background of the ordinance?](#)

During the November 2001 Neighborhood Summit and the 2002 Neighborhood Symposium, residents shared concerns about the long-term impact of vehicles parked on front lawns in their communities. These concerns were included when the City's developed its model neighborhood standards. The request for an ordinance was included as an indicator of model neighborhood status within the Model Neighborhood Standards at a Glance publication adopted by City Council in December 2002.

[What is the effective date of the ordinance?](#)

The ordinance became effective April 1, 2004.

[What is the penalty for violating the ordinance?](#)

The ordinance carries a \$25 fine with possible vehicle towing on the fourth occurrence.

[Who do I call to report a violation?](#)

Violations may be reported by calling 311. Do not report violations to 911.

[What is the expected response time once a violation is reported?](#)

The response time is up to three business days.

Staff would recommend similar language if Council would like to consider adopting an ordinance to address this issue.

3. **Future Needs:** With the opening of the Monroe Bypass and the anticipated increase in development, the role of Code Enforcement will continue to increase in importance. It can

be anticipated that an additional Code Enforcement Officer may be needed in the next 1-2 years to handle the increase in work and maintain the goal of the Comprehensive Land Use Plan to increase Stallings' image by keeping properties clean and addressing minimum building codes.



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/4/18
RE: Greenway Grant - Design

Purpose: This memorandum's purpose is to inform the Town Council about a greenway grant opportunity.

Background: The Town is in the process of doing a greenway plan which should be completed in 2018. During budget workshop sessions, the Town Council approved putting \$63,000 in the budget for hard design of the first stage of the greenway network.

Grant Opportunity: Under the Town's Greenway Planning contract, our consultant must write the Town a grant. There is a water resources development grant advertised under the N.C. Department of Environmental Quality.

Staff propose applying for a \$30,000 grant with an additional Town match of \$38,000. This is for a total of \$68,000 (\$63,000 for engineering and permitting plus \$5,000 for survey).

Notably, this total cost is more than the \$63,000 previously approved. However, staff would recommend including surveying in the grant because, even with this increased amount, the Town's net cost under this grant would be \$38,000. As a result, the Town would spend \$25,000 less than previously approved and also get surveying costs included. If the Town does not secure the grant, the budgeted amount would remain at \$63,000.

If the Town secures this grant, it does not prevent us from applying for grants for greenway construction in the future; nor does it commit the Town to construction.

Recommendation: Staff recommend approving the attached resolution authorizing staff to apply for the greenway grant, and authorize the Town Manager to complete all related paperwork as part of the application process.



RESOLUTION AUTHORIZING GREENWAY GRANT APPLICATION

WHEREAS, the Town of Stallings ("Town") desires to sponsor, the Stallings Greenway System Project for a Water Resources Development Grant;

WHEREAS, greenways systems have been shown to enhance urban livability by the protection of stream corridors and offering the opportunity to interact with that natural environment, help reduce air pollution by lessening the demand for vehicular traffic, preserve natural features and thereby adding aesthetic value to the overall image and quality of life of our community, protect important community scenic areas, promote exercise and healthy living amongst residents, enhance pedestrian connectivity, and increase property values;

WHEREAS, the Town is nearing completion of its Greenway System Plan and desires to implement a connected greenway system if it can be done in a cost-effective manner;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Stallings Town Council hereby requests the State of North Carolina to provide financial assistance to Town of Stallings for the Stallings Greenway System Project in the amount of \$30,000 for project design and survey costs;
- 2) The Town assumes full obligation for payment of the balance of project costs related to project design and survey costs;
- 3) The Town will obtain all necessary State and Federal permits;
- 4) The Town will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) The Town will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 6) The Town will assure that the project is open for use by the public on an equal basis with no unlawful restrictions;
- 7) The Town accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Stallings Town Council this 11th day of June, 2018.

Clerk to the Town Council

Mayor



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/6/18
RE: Parks & Recreation Master Plan – Options

Purpose: This memorandum’s purpose is to inform the Town Council on an option for the Parks & Recreation Master Plan, and seek direction from the Council.

Background: During the budget workshop sessions, the Town Council decided to fund a Parks & Recreation Master Plan in FY 18-19 budgeted at \$63,500. Town Council asked staff to see if there was a way to reduce this estimated cost, and to use any savings towards the transportation enhancement line item.

Typical Process: The typical process for selecting a Master Plan firm starts with issuing a Request for Qualifications and/or Proposals (RFQ/RFP). This RFQ process is typically not based on the lowest bid selection criteria, but rather firms are chosen based on qualifications. After the most qualified firm is selected, the jurisdiction typically then negotiates a fair and reasonable price. If such a price cannot be agreed upon, then the jurisdiction would repeat this exercise with the second most qualified firm, and so on.

Alternative Option: Staff negotiated with our Greenway Plan Consultant Destination by Design (“DbD”) to achieve a 13.4% price reduction which decreases the original estimate of \$63,500 by \$8,500 to \$55,000. This price is reached in part by combining parts of the Greenway Plan process with the Parks & Recreation Master Plan process. In addition to cost reduction, one benefit of this approach is that the Greenway and Master Plans will be integrated.

Due to the Greenway Plan timeline, the Town Council would need to decide to go this route no later than the 6/11/18 Council Meeting in order to combine the Greenway & Master Plan processes.

Comparable Pricing: As one of the focuses of the Council discussion was price, staff have sought to find recent comparable numbers. While recognizing that there are no area jurisdictions that are exactly comparable and the scope of work for these types of plans

can vary, probably the closest comparison would be the Town of Waxhaw with a slightly less population but a bigger geographic size. Waxhaw's desired scope is similar to Stallings' desired scope, and its bids were received recently (February 2018) so numbers are not outdated in the market. Waxhaw's bids were \$84,000, \$64,000, and \$120,000. Waxhaw did a blind scoring sheet for each and the \$64,000 firm scored the highest.

Recommendation: Given the 13.4% price reduction, comparison cost analysis, qualifications, and potential for integrating with other plans, staff recommend approving the Parks & Recreation Master Plan addendum contract with DbD, and using the \$8,500 cost savings to increase the transportation enhancement line item (from \$167,500 to \$176,000).

**Town of Stallings Small Area Planning Project
Planning Services Agreement**

**ADDENDUM FOR GREENWAY MASTER PLAN SERVICES AGREEMENT to
INCLUDE RECREATION MASTER PLANNING SERVICES**

THIS AGREEMENT is an ADDENDUM to the existing Small Area Plan Contract signed in August 2017. This ADDENDUM is entered into and is to commence this ____ **day of JUNE 2018**, by and between **The Town of Stallings**, hereinafter referred to as the "Town" whose address is 315 Stallings Road, Stallings, North Carolina 28104 and **Destination by Design Planning, LLC.**, (DbD) a professional consulting firm, hereinafter referred to as "DbD" or the "Consultant", whose address is 815 West King Street, Suite 2, Boone, NC 28607.

1.0 BACKGROUND

- 1.1 The Town of Stallings recognizes the need to develop a comprehensive recreation master plan to ensure adequate recreation resources, programs and events, and staffing to provide for growing Stallings population.
- 1.2 With assistance from Destination by Design (DbD), the Town is currently developing a comprehensive greenway master plan, and by combining a recreation plan with existing effort plan, the Town will realize several key benefits:
 - 1.2.1 A 20-30% reduction in cost for a recreation master plan;
 - 1.2.2 More efficient use of staff and citizens' time to collectively discuss recreation, greenways, and open space;
 - 1.2.3 A seamless, single document that unites a comprehensive recreation plan and greenway plan.

2.0 SCOPE OF WORK

2.1 Research and Discovery

- 2.1.1 Develop and administer an online needs assessment survey to understand citizen needs and wants;
- 2.1.2 Benchmarking: identify three comparable communities and outline their level of recreation level of service in relation to that of Stallings;
- 2.1.3 Industry Standard Analysis: identify an appropriate level of service based on population projections and industry standards for municipal park facilities, including acreage, type, and staffing;
- 2.1.4 Inventory all existing recreation facilities and current programming; and
- 2.1.5 Gap analysis: determine primary gaps in current and future (based on growth projections) recreation offerings.

2.2 Plan Development and Recommendations

- 2.2.1 Based on research and community needs, outline recommendations regarding recreation facility needs and the amount of acreage required within the next 10 years;

- 2.2.2 Identify appropriate geographic locations for future recreation infrastructure;
- 2.2.3 Outline how current programming and events can be improved or expanded and proposed new events and programs; and
- 2.2.4 Outline a plan for staffing to support event planning, maintenance, and infrastructure development.

3.0 TIMELINE AND FEES

- 3.1 Initial recreation research will be presented during the planned September greenway public meeting. Complete the combined Stallings Greenway and Recreation Master Plan by March 31, 2019.
- 3.2 Additional Fee: \$55,000.

4.0 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Town of Stallings

Signature

Title Date

Destination by Design

Signature Date

Title Date

STATE OF NORTH CAROLINA

COUNTY OF UNION

AGREEMENT

THIS AGREEMENT made and entered on this the ___ day of _____, 2018, by and between Melanie D. Cox (hereinafter referred to as "Attorney") and the Town of Stallings, North Carolina (hereinafter referred to as "Town");

RECITALS:

Town desires to hire Attorney to perform legal services, and each party desires to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Town does hereby retain Attorney as Town Attorney to perform legal services as described in Paragraph 2 below. It is agreed and understood that Attorney or attorneys in Cox Law Firm, PLLC, will provide the services required under this contract, which services shall be billed and compensated at the same rate.

2. Attorney shall provide legal services representing Town in all legal matters except for those provided for the Town by Richard L. Hattendorf. Nothing herein shall prevent the Town from obtaining legal services from other sources, in the event that a matter requires specialized legal knowledge or in the event the Attorney is disqualified due to a conflict of interest. In the event that a claim is filed against the Town that is defended by the Town's liability insurance company, Attorney will not represent the Town in that matter unless requested to do so by Town Council.

Attorney shall provide legal services under this contract when authorized to do so as follows:

- (a) Upon the request or direction of the Town Council; or
- (b) Upon the request or direction of the Town Manager

The authorization to the Attorney may be oral or written. Individual department heads and the Zoning Enforcement Office shall have the right to contact the Attorney for brief consultations on matters of Town business. However, the Attorney shall not undertake research, preparation of documents, or other work that would result in substantial billing being generated to the Town without authorization as set forth above.

The Mayor and each Council member is authorized to utilize Attorney for not more than one hour per month without Council approval; this work shall be itemized on Attorney's monthly

billing. Unused time shall not carry forward to the next month. Attorney is employed to represent the Town Council and Mayor, and any communication between the Mayor or a Council Member and the Attorney is not confidential with respect to the Mayor or any other Council Member.

3. Attorney will not accept employment in any matter adverse to the Town, or any of its departments or agencies (with the exception of traffic and criminal matters), any representation before the Stallings Board of Adjustment, or any matter before any board created by Stallings, or to which the Stallings Town Council makes any appointments.

4. Starting July 1, 2018 for all legal work performed by Cox Law Firm, PLLC, attorney will be compensated at a rate of \$225.00 per hour. Travel time expended in representation of the Town is to be billed at the rate of \$225.00 per hour. Paralegal time will be billed at \$85.00 per hour.

5. The Town shall pay Attorney a monthly retainer of \$250 per month. The retainer is intended to compensate Attorney for not accepting employment as described in paragraph 3 above, as well as compensate Attorney for providing quick responses to legal issues presented.

6. Attorney may attend law related seminars that are directly related to the legal work required under this Contract, and shall be reimbursed by the Town for registration fees, travel, and room and board, not exceeding \$1000 per year. Attorney shall not be paid an hourly rate for attending these seminars. In the event Attorney has multiple municipal clients, Attorney may split these fees amongst the clients.

7. Billings shall be submitted on a monthly basis, at the end of the month. The billings will be in such format as is agreed to between Attorney and the Town Manager. The billings shall be broken down as to matters worked upon and the department as directed by the Town Manager.

8. Town shall reimburse attorney for mileage incurred in travel for the representation of Town at the rate set for mileage reimbursement by the Internal Revenue Service.

9. Town shall reimburse Attorney for meals and lodging expenses incurred while out of town incident to her representation of the Town.

10. Town shall reimburse Attorney for incidental expenses actually incurred by the Attorney incident to representation of Town, which shall include (1) copies at the rate of 20 cents per copy; (2) long distance telephone calls; (3) all court costs and filing fees; (4) postage; (5) air fare or other means of transportation and (5) any other out-of-pocket expenses.

11. Attorney is employed by the Town to represent the Town in matters referred to in Paragraph 2, above. Attorney shall not act in the capacity as a general "overseer" of the Town. In addition, Attorney shall not act in the capacity as a general "overseer" on any matter of Town

business, but shall act upon and render advice and services when specifically requested by the Town Council or the Town Manager on a specific matter or matters. Attorney shall attend one regular meeting per month, and one work session per month (unless instructed by the Town Manager that her presence is not necessary at the work session) in order to render legal advice or services. Attorney shall review the Agenda Package before each meeting to identify legal issues. When requested by the Town Council or Town Manager, Attorney will attend meetings with various department heads and staff and render services and advice, for which time and services Attorney will be compensated at the hourly rate. Attorney will consider Town's business as a top priority and will at all times strive to comply with Town's request in a timely matter.

12. This Agreement shall be effective upon signing and shall automatically renew, unless Attorney is instructed that her services are no longer needed or if another agreement is signed.

IN WITNESS WHEREOF, the parties have set their hands and Seals the date and year first written above.

TOWN OF STALLINGS

By: _____
Alex Sewell, Town Manager

By: _____
Wyatt Dunn, Mayor

COX LAW FIRM, PLLC

By: _____
Melanie D. Cox, Attorney

Attest: _____
Erinn Nichols, Town Clerk



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/6/18
RE: Performance Evaluation Update & Work Culture

Purpose: This memorandum's purpose is to update the Town Council on efforts toward meeting the goal of having performance evaluations.

Background: On 2/20/18, the Town Council set its expectations for the Town Manager. One of those expectations was to have performance evaluation in place by the end of calendar year 2018.

Update: An initial staff steering committee has been developed and an action schedule developed to ensure performance evaluation is in place by the end of 2018. Focus groups on defining our workplace culture is complete, and supervisor training is set to begin on June 13th (in partnership with Waxhaw to save money).

The Role of Workplace Culture: The importance of building a good work culture is well-documented. Enclosed is one of the many articles that can be found on the subject. In short, the right work culture is essential for attracting/retaining talent and helps bring out the best performance in employees. Yet organizations often ignore this to their own detriment.

The Town already has a good work culture, so it's about reinforcing the positives. Two ways we reinforce this positive culture including as part of the performance evaluation criteria and using it to help ensure the Town is hiring qualified applicants who are the right fit. However, we must first define the positive qualities of our workplace culture.

"The Stallings Way": To accurately define our work culture, the Town Manager held a series of focus groups across all departments explaining the process and seeking feedback on what makes our workplace unique. The collaborative product is "The Stallings Way".

The Stallings Way



The Town of Stallings has a special work culture with the following key characteristics:

- ✓ Integrity
- ✓ Commitment
- ✓ Flexibility
- ✓ Awesome Customer Service
- ✓ Team Before Self
- ✓ Continuous Improvement
- ✓ Qualified/Competent
- ✓ Supporting Each Other
- ✓ Everyone Pitches In
- ✓ Work/Life Balance
- ✓ Positive Attitude
- ✓ Collaboration
- ✓ Dialogue
- ✓ Have Fun
- ✓ Trust & Respect
- ✓ Open to Teach/Open to Learn
- ✓ Healthy, Positive Environment

The Town remains committed to maintaining this positive work culture.

One of the most important parts of any performance evaluation system is having employee buy-in, and “The Stallings Way” is the first step in obtaining that buy-in.

WORKPLACE DIVERSITY

Why it's Important to Build a Good Work Culture

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Image credit: Shutterstock.com

**Rajeev Bhardwaj**

GUEST WRITER

VP-Human Resource, Sun Life Financial Asia Service Centre, India

February 3, 2016 6 min read

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When we talk about aspects of what makes an organization a good place to work, the primary factors most of us take into account are brand value of the organization and compensation paid to employees.

Most managers and senior professionals intend to believe that these two elements are sufficient to attract talent to their organizations. However, one of the most important things that we often fail to give due importance is the work culture, which often plays a deciding role in retaining and binding people to an organization.

Work culture is an intangible ecosystem that makes some places great to work and other places toxic. In a nutshell, the ideology of an organization is what constitutes its work culture.

SPONSORED CONTENT

Summer Heat Should Be on a Grill: Don't Get Burned

By Char-Broil



It affects or defines the ability of the leadership and employees to relate to each other for the common good of the organization and operate within a mutually agreed and acceptable boundary of cultural values and emotional interface.

It is widely understood that a positive ambience can make or mar your performance, be it school, college or workplace. No matter how talented and smart you are, you can work to the best of your capabilities and creative skills when you are surrounded by an encouraging environment that values human resource.

This is why work culture is so important in bringing out the best from your employees even in adverse circumstances. Negativity not only kills creativity and will to perform but also does not allow an employee to develop a sense of affection and ownership with the organization.

Human beings are fundamentally simple and a positive work environment impacts the way they think, act and reflect.

Here are some to the reason which will answer the above query:

Workplace is where you spend more than one-third of your lives. Naturally, if your employee is happy and content at work, it will reflect in his overall personality and growth as a human being. The collective impact of a good work environment is much more than increased productivity and employee satisfaction. The impact is on the overall personality of people who work for the organization.

Increase loyalists at your workplace

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Do your employees wake up every day and look forward to a day of work or do they drag themselves to the workplace counting days to the weekend? Do they feel the same ownership and dedication towards the organization as you do? Only a place that values human resource, treats employees with trust and instills a sense of confidence and cohesion among the workers can achieve the former.

Employee incentives and appraisals might not always be enough to motivate an employee to work for the best outcome for an organization. Sometimes in extremely challenging circumstances when a collective endeavor is required to save the day for the organization, it is the love and affection employees feel towards their workplace that turns out to be a decisive factor.

An organization whose employees have a deep sense of loyalty and ownership towards their workplace is an organization that has a long way to go. An employee who loves his/her organization will spread

A study conducted by Dale Carnegie Training a few years back concluded that an alarming 54 percent of Indian employees were somewhat dissatisfied with their jobs, sending out a strong signal that organizations need to initiate proactive measures to sustain engagement and improve satisfaction.

Contrary to common belief, compensation and appraisals are not the only factors that bind employees to an organization for a longer duration. Whether the employee feels happy and satisfied in his/her work space is another crucial determinant.

A dissatisfied employee who feels haggled by the daily questioning and accusations by seniors, and backbiting by colleagues will be the first one to look out for another job opportunity, even if he/she is being compensated well.

Apart from encouraging seniors and supportive colleagues, other factors that make an organization a good place to work include respect for employees' private space (that is displayed by a policy of not disturbing them on off days unless absolutely urgent), respecting their right to avail leaves, and encouraging them to take up new challenges and opportunities at work.

Work culture is important for the organization as it directly impacts the ability to attract and retain talent. A positive workplace is reflected in the positive work relationships which exist at the workplace; the concern and genuine care for each other.

A positive workplace will have a higher degree of employee engagement – as employees respond positively and actively to organizational initiatives. A negative work place will be reflected in low energy and detached work environment with employees operating in insulated silos.

Prompt employees to watch each others' back

Much like a compatible spouse makes your family life happy or dissatisfied, good colleagues make your work life endearing or difficult. While to some extent, the behavior of employees towards each other depends upon their individual nature and characteristics, a lot of it is defined by how the organization shapes them up.

A new employee who enters an organization and watches a culture of cohesion among workers, where all employees helps each other, will automatically imbibe these values in his/her daily life. On the contrary, an organization where back-stabbing and squabbling is the norm, any new employee will adapt to these traits.

The onus lies on the leadership as their behavior gets magnified and replicated many times over. Showcasing and rewarding positive behavior reinforces the intended behavior and directly influences the workplace culture.

Attracts talent

A good work culture not only helps retain organization's human resource, it also helps attract new talent. In today's connected industry space, it is not difficult to know the internal working environment of any organization – the most vocal and credible ambassadors of the same are current and ex-employees.

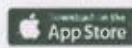
A happy employee will spread around the word very effectively and be instrumental in attracting talent to the organization. People today are constantly looking for change and new opportunities in search of a happy, satisfied and balanced work life.



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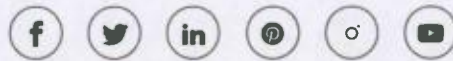
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TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/7/18
RE: Chestnut Roundabout – Local Commitment

Purpose: This memorandum's purpose is to inform the Town Council about the option of funding an upgrade for the Chestnut/Matthews Weddington roundabout.

Background: NCDOT plans to put in a roundabout at the intersection of Chestnut Lane and Matthews Weddington Road. While the project construction was originally slated for Summer 2019, it has been pushed back to the more likely timeframe of Summer 2020. Right-of-way acquisition is scheduled to begin Spring 2019.

DOT has indicated that the roundabout, as currently conceived, will not reach failure until about 2032. Adding a single turn lane does not help much. Adding a SB left and NB right gets it to 2035. Adding a SB left and WB right gets it to 2047. Adding all three would bring the anticipated failure date to about 2057. All DOT calculations here assume a 2% growth rate.

To add all three turn lanes, the DOT would require the Town to pay the construction cost of approximately \$350,000. DOT would be responsible for the costs for right-of-way acquisition, utilities, and design.

Decision Timeline: DOT has notified the Town that, in order to stay on schedule for this project, the Town would need to commit to the local commitment in June 2018. However, the local commitment would likely not become due until post-construction, meaning that it would not be due in the upcoming FY 18-19.

Funding: The Town does not currently have any funding identified for the approximate \$350,000 local commitment, so if the Town Council opts to commit, it will likely need to come from reserves (fund balance).