



October 10, 2023
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:10 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 09-11-2023 (2) 09-11-2023 – closed (3) 09-25-2023 B. Police Department (1) Taser Purchase Order (2) Wrecker Service Agreement Amendment C. Social Media Policy	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:13 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.	7:30 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve Agenda
4.	7:33 p.m.	TX23.09.01 A. Acts of Sourdough LLC, a bakery products company, submitted a text amendment application to request Bakery and Bakery Products as a listed use (L) in the Vehicle, Service, and Repair (VSR) zoning district. B. Statement of Consistency and Reasonableness.	Max Hsiang, Planning Director	Approve/deny text amendment
5.	7:45 p.m.	Chestnut/Matthews-Weddington Roundabout Landscaping Costs	Kevin Parker, Engineering Dir.	Approve/Deny costs
6.	7:55 p.m.	U-5808–US 74 and Chestnut Pkwy Agreement <i>Approved by Council in 2019</i>	Alex Sewell, Town Manager	Approve/Deny agreement
7.	8:05 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

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

The Town Council of the Town of Stallings met for its regular meeting on September 11, 2023, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

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

Those absent were: Council Member Taylor-Rae Drake.

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

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and delivered the invocation. Mayor Dunn led the Pledge of Allegiance and held a moment of silence in remembrance of 9-11/Patriot Day. He then called the meeting to order.

Public Comments

No one was present for public comments.

1. Approval of Consent Agenda Items

A. Minutes from the following meetings:

(1) 08-14-2023

B. Amended Budget Ordinance 4 – Police Bullet Proof Vest

C. Amended Budget Ordinance 5 – PD Grant: School Resource Officer Union County Public School Reimbursement

D. Union County Order of Collection and Settlement Report

E. Sidewalk Study Approval*

Moved to Agenda Item 10.A.

Mayor Dunn requested removing Consent Agenda Item 1.E., *Sidewalk Study Approval*, and add it to the regular Agenda. Council Member Scholl made the motion to approve the Consent Agenda Items as amended. The motion was seconded by Council Member Hall which passed unanimously by Council. The *Amended Budget Ordinance 4 – Police Bullet Proof Vest*; the *Amended Budget Ordinance 5 - PD Grant*:

School Resource Officer Union County Public School Reimbursement; and the Union County Order of Collection and Settlement Report are attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from the Mayor

Mayor Dunn had no report.

B. Reports from Council Members/Town Committees

No Council Members had any reports.

C. Report from Town Manager/Town Departments

Engineering Director Parker informed the Council that FEMA had updated the flood rate insurance maps and some of the updated areas affected Stallings residents. The residents could comment on the updates at a public comment period on that Wednesday in the Union County Government Center.

3. Agenda Approval

Mayor Dunn requested adding Agenda Item 11.A. as *Sidewalk Study Approval*. Town Manager Sewell requested adding NCGS 143-318.11(a)(4) to the closed session in Agenda Item 11.

Council Member Richardson made a motion to approve the Agenda with the above noted changes. The motion was passed unanimously by Council after a second from Council Member Grooms.

4. Parks and Recreation - Parks Hours Ordinance (*Second and Final Read*)

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

Council Member Hall made the motion to approve *Ordinance Amending Code of Ordinances, Title IX General Regulations, Chapter 92 Parks and Recreation* which sets parks and trails hours. Council Member Scholl second the motion to which Council unanimously approved. The *Ordinance Amending*

Code of Ordinances, Title IX General Regulations, Chapter 92 Parks and Recreation is attached to these minutes and therefore incorporated herein.

5. Sewer Capacity Study Contract

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

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

Chip Smith with Kimley Horn was present to answer any questions from the Council.

Council Member Richardson made the motion to authorize the Town Manager to execute the contract with Kimley-Horn to perform the Sanitary Sewer Study for a fee of up to \$100,000. The motion received Council's unanimous support after a second from Council Member Grooms.

6. 325 Stallings Road

A. Demolition Costs

B. Asbestos Removal Costs

Engineering Director Parker reminded the Council that it directed Staff to determine the costs associated with the demolition of 325 Stallings Road. Staff received an estimate of \$16,800 for the total cost of demolition of the single-family home and the barn towards the rear of the property. Staff also had a hazardous material (HAZMAT) inspection performed on the home and asbestos was identified throughout the building. Staff obtained two estimates to remove the asbestos, and the lowest quote was provided by Piedmont Quality Air for approximately \$16,851.21. Both the costs of the demolition and HAZMAT removal were not incorporated into the FY2024 Budget.

Council held consensus not to move forward with either of the items associated with 325 Stallings Road at that time and to discuss at next year's budget meeting.

7. Town Hall HVAC Design

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

Staff anticipated this HVAC design portion of the project would cost approximately \$50,000, and during the FY2024 budgetary discussions, Council approved a \$30,000 budget for the HVAC redesign with the understanding that Staff would need to comply with the Mini Brooks Act associated with engineering and architectural design services.

Staff received and reviewed 11 submittals of qualifications to which CPL was determined to be the most qualified firm to perform the HVAC design work. CPL provided Staff with a proposal to accommodate the \$30,000 Council-approved budget which encompasses a 50% design package, including an opinion of probable construction costs. The 50% design package, in conjunction with the estimate, would offer a clearer picture of construction scope and estimated costs, allowing Staff to further analyze options to propose to Council for decision. The cost for the 100% design from CPL was \$54,000.

After discussion, Council Member Richardson made the motion to authorize the Town Manager to execute a contract with CPL for the full design, at an amount up to \$54,000, which the expectation of staff to request a lower price from CPL. Council Member Scholl seconded the motion to which the Council unanimously gave full approval.

8. Twin Pines

A. Mini Brooks Act

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

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

B. Final Design Contract Approval

Council Member Richardson made the motion to waive the requirements of the Mini Brooks Act, approving the Resolution stating such, and authorize the Town Manager to execute the final flood mitigation and stream restoration design contract with Kimley-Horn, for an amount of \$49,800, with staff requesting additional savings from Kimley-Horn. Council Member Scholl second this motion. The motion was passed unanimously by Council. The *Resolution to Exempt the Town of Stallings from the Competitive Proposal Provisions of NCGS §143-64.31* pertaining to this project is attached to these minutes and therefore incorporated herein.

9. October Trivia Night Beer and Wine Sales Approval

Parks and Recreation Director Eunice Donnelly explained that it would like to contract with craft-beer and wine providers to sell alcohol at "Ghouls Night Out", a family trivia night in Stallings Municipal Park on Thursday, October 26, 2023.

Town Ordinance 130.02 prohibited the consumption and possession of alcoholic beverages at Town sponsored special events but allowed for exceptions to be made by the Town Council on a case-by-case basis stating "Exceptions to the provisions of this section can only be made by the Town Council on a case-by-case basis. Such exemptions shall apply to the annual barbeque event."

Council Member Hall made a motion to approve the exception to Town Ordinance 130.02 to allow alcohol sales at Ghouls Night Out. The motion received Council's unanimous support after a second from Council Member Ayers.

10. Regional Sewer Collaboration Discussion (Ayers)

Council Member Ayers explained that he learned through the regional WUMA group that county commissioners denied Marvin proposal for sewer options. Therefore, Marvin requested all WUMA members join a regional sewer authority. Council Member Ayers requested that Council consider this option for discussion at a later date.

Council Member Richardson made a motion to suspend the rules in order to reorder and move Agenda Item 11.A. to Agenda Item 10.A. The motion received the unanimous support of Council after a second from Council Member Scholl.

10.A. Sidewalk Study Approval
Original Agenda Item 1.E.

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

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

Council Member Ayers made the motion to authorize the Town Manager to execute a contract with Precision Infrastructure Management for a fee of up to \$40,000, with staff requesting additional savings from Precision Infrastructure Management, to conduct the sidewalk study to which Council Member Scholl seconded. The motion was passed unanimously by Council.

11. Closed Session Pursuant to NCGS 143-318.11(a)(3)and(4)

Council Member Hall made the motion to go into closed sessions pursuant to NCGS 143-318.11(a)(3)and(4). Council Member Ayers seconded the motion which was approved unanimously by Council.

Council recessed into closed session at 8:14 p.m. and reconvened back into open session at 8:37 p.m.

12. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Hall, and the motion received unanimous support. The meeting was adjourned at 8:37 p.m.

Approved on _____, 2023.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

**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 September 25, 2023, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

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

Those absent were: Mayor Wyatt Dunn; Council Member Graham Hall.

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

Invocation, Pledge of Allegiance and meeting called to order

Mayor Pro Tempore Scholl welcomed everyone to the meeting and Council Member Ayers delivered the invocation. Mayor Pro Tempore Scholl 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. Amended Budget Ordinance 6 – Town Hall HVAC

Council Member Richardson made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Drake which passed unanimously by Council. The *Amended Budget Ordinance 6 – Town Hall HVAC* is attached to these minutes and therefore incorporated herein.

2. Agenda Approval

Council Member Richardson made the request to add Agenda Item 6.B. as *Text Amendment for Outdoor Storage* and Agenda Item 6.C. as *Union West Business Park*. Council Member Ayers made the motion to approve the Agenda with the above requested additions. The motion was passed unanimously after a second from Council Richardson.

3. NCDOT Right-Of-Way Agreement and Resolution

Town Attorney Cox explained that NCDOT was starting project U-4714 which was a highway project to widen and improve approximately 6.5 miles of East John Street and Old Monroe Road which

partly fell in the Town of Stallings. NCDOT was requesting 7.68 acres along Stallings Road and Old Monroe Road for right-of-way (ROW) for the project. After negotiations, NCDOT was offering \$286,450 to the Town for the ROW requested.

Council Member Richardson made a motion to approve the *NCDOT Right-Of-Way Agreement Resolution* while Council Member Grooms seconded the motion. The motion was passed unanimously by Council. The *NCDOT Right-Of-Way Agreement Resolution* is attached to these minutes and therefore incorporated herein.

4. Farmers Market Proposal

Parks and Recreation Director Donnelly explained that the department had reached the end of the three-year contract with Union County Extension which provided a satellite Farmers Market in Stallings Municipal Park. The structure of the market with the County was unsustainable due to staffing requirements which ultimately led to a decline in the market. However, Sunny Day Markets, LLC, would be able to provide the Town a summer market every Saturday from May 4 – August 31, 2024, and a Fall Market every Saturday from September 21 – October 19, 2024, with both operating between the hours of 8:00 a.m. – 12 p.m. Attached is the Sunny Day Markets proposal for the Town of Stallings.

Council Member Richardson made a motion to approve the Parks Department to enter into a one-year contract with Sunny Day Markets, LLC to provide a Farmers Market in the lot adjacent to the Stallings Municipal Park for 2024. The Council unanimously approved the motion after a second from Council Member Drake.

5. Balanced Scorecard Annual Report

Town Manager Sewell reviewed the 2022-2023 Balance Scorecard Annual Report with the Council. The Town's annual Balance Scorecards are available on the Town's website for review.

6. 2725 Old Monroe Road Property Use (Dunn)

Mayor Pro Tem Scholl explained that the item had been placed on the Agenda by Mayor Dunn however he had been unable to attend the meeting. Mayor Dunn placed the item on Agenda because he wished to sell the property at 2725 Old Monroe Road.

After discussion, Council held consensus not to sell the property at that time and direct staff to continue with the direction to find a leasee for the property, following the Downtown Master Plan.

6.B. Text Amendment for Outdoor Storage (Richardson)

Council Member Richardson explained that he would like staff to work on amending ordinance to allow for outdoor storage on three acres in industrial areas with adequate buffers.

Council Member Richardson made the motion to authorize the Town Manager and Planning Staff to draft a text amendment to reduce the outdoor storage for only industrial areas from five to three acres. The motion received Council's unanimous support after a second from Council Member Ayers.

6.C. Union West Business Park (Richardson)

Council Member Richadson explained he would like to review and discuss the feasibility for economic oppotunities and road improvements in Union West Business Park under the Economic Development committee. The Economic Committee would research and bring back information to Council.

Council held consensus to allow the Economic Development Committee to pursue this research.

7. Adjournment

Council Member Grooms moved to adjourn the meeting, seconded by Council Member Richardson, and the motion received unanimous support. The meeting was adjourned at 8:06 p.m.

Approved on _____, 2023.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO



To: Mayor and Town Council
From: Dennis Franks, Chief of Police 
Via: Alex Sewell, Town Manager
Date: Oct. 4, 2023
RE: Taser purchase

The Town approved funding for new tasers in the FY23-24 budget. The Stallings Police Department contracted with Axon for this purchase over the next five years. Axon is considered the sole source of this product.

The budgeted amount for this year is \$24,547.40.

Requested Action:

I am requesting the Town Council approve the purchase order for this year's payment.

Respectfully submitted,

Dennis Franks

cc: Finance



MEMO



To: Mayor and Council
Via: Alex Sewell, Town Manager
From: Dennis Franks, Chief of Police 
Date: October 4, 2023
RE: changes to Wrecker Service Agreement

Purpose: The purpose of this memo is to provide background on the need to modify the current wrecker service agreement, for police department rotational towing.

Background: The Stallings Police Department has a wrecker service agreement for towing companies that are utilized for police purposes. These purposes can include traffic accidents or criminal matters where a vehicle is being seized or impounded. Tow companies are required to follow the rules outlined in the agreement.

After previous modifications, the Town still has struggled to gain a higher number of rotational tow companies.

Requested Action: I am requesting the Town Council adopt the following changes to the Wrecker Service Agreement:

Section 1(c) **Response Time.** The Wrecker Service shall arrive at the scene of 90% of all calls for service within ~~twenty (20)~~ **thirty (30)** minutes of the time the Wrecker Service is notified. Failure of the Wrecker Service to arrive on the scene within the time period on three (3) occasions shall cause it to be dropped from the rotation list until such time it can provide satisfactory proof to the Stallings Chief of Police of why the service should be reinstated. Reinstatement shall be decided by the Stallings Chief of Police.



Town of Stallings Social Media Policy

Introduction

This Social Media Policy outlines the guidelines and expectations for the use of social media platforms by the Town of Stallings. Social media can be a powerful tool for communication and engagement, but it also carries responsibilities. This policy aims to ensure that all online activities align with our organization's values, protect sensitive information, and maintain the public's trust.

1. Purpose of Social Media

The Town's Social Media accounts should be used only for professional communication, information dissemination, and community engagement by the Town of Stallings. The Town of Stallings Social Media accounts are not intended to highlight personal opinions.

2. Respect and Professionalism

The Town of Stallings Social Media pages will:

- a. Treat all individuals, including colleagues, elected officials, constituents, and the public, with respect and professionalism in all online interactions.
- b. Not engage in discriminatory, offensive, or harassing behavior, or use hate speech or derogatory language.
- c. Refrain from discussing confidential or sensitive information regarding the organization, colleagues, elected officials, or constituents.
- d. Not promote or advertise political ideas/parties.
- e. Not promote or communicate non-Town affiliated/sponsored events or happenings other than appropriate County, State, or Federal Government information which also directly affect Stallings residents.

3. Use of Official Accounts

The Town of Stallings Social Media pages can be used in the following manors:

- a. **Community Engagement:** Facilitate direct communication and engagement with residents.

TOWN OF STALLINGS SOCIAL MEDIA ACCOUNTS



Town of Stallings, NC
Stallings NC Police
Stallings Parks and Recreation



@TownofStallings



@townofstallings
@stallingsparksandrec



Town of Stallings

- b. **Transparency:** Enhance transparency in government operations.
- c. **Emergency Communication:** Vital for disseminating critical information during emergencies.
- d. **Public Awareness and Promotion:**
 - 1) Raise awareness about Town events and opportunities for civic involvement.
 - 2) Announce appointments, retirements, position related government trainings and events.
- e. **Timely Updates:** Provides real-time updates on essential information.
- f. **Data Collection:** Offers valuable data for decision-making and policy development

5. Privacy and Security

The Town of Stallings Social Media pages will:

- a. Safeguard sensitive and confidential information and not disclose private or proprietary information about the organization, colleagues, or constituents.
- b. Use strong and unique passwords for social media accounts and enable two-factor authentication where available.

6. Endorsement and Political Activity

The Town of Stallings social media pages will not endorse, support, or oppose political candidates or parties or engage in political banter.

7. Compliance with Laws and Regulations

The Town of Stallings Social Media pages will:

- a. Comply with all applicable laws, regulations, and policies, including copyright and intellectual property rights when posting content online.
- b. Report any potential legal issues or concerns to the appropriate department within the organization.

9. Review and Updates

This policy will be periodically reviewed and updated to reflect changes in technology and social media trends.

Conclusion

By following this Social Media Policy, the Town of Stallings can contribute to a positive and professional online presence while upholding the organization's values.



MEMO

To: Town Council
From: Max Hsiang, Planning Director
Date: 10/10/2023
Re: TX23.09.01 - Bakery & Bakery Products in VSR Zoning

Request:

Acts of Sourdough LLC, a bakery products company, submitted a text amendment application to request Bakery and Bakery Products as a listed use (L) in the Vehicle, Service, and Repair (VSR) zoning district.

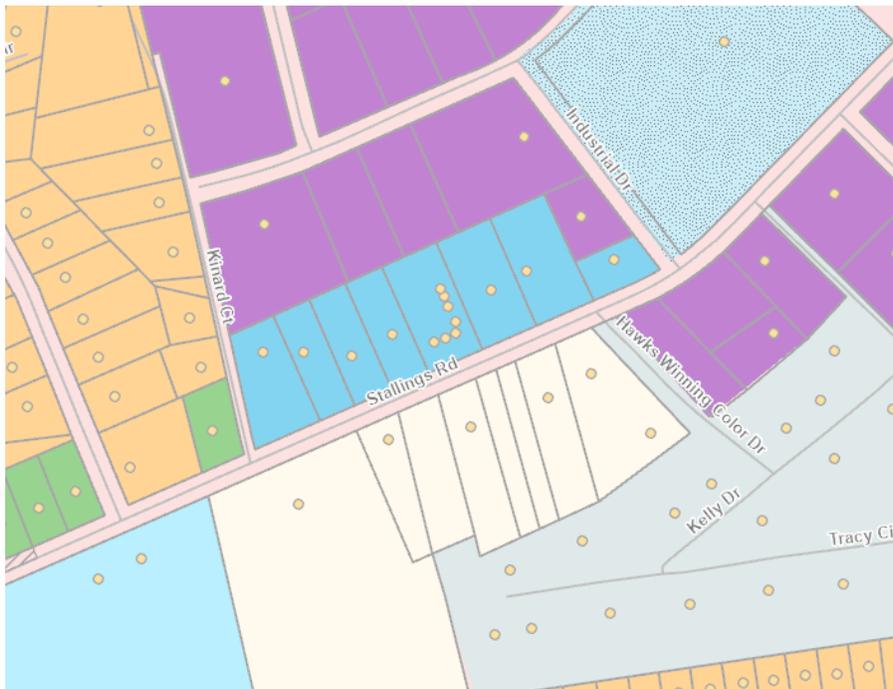


Figure 1: VSR Zoning in Teal.

History:

The VSR zoning district was established to provide locations for specific uses (*Automotive*) that, due to their unique characteristics and importance to the community and the traveling public, require different criteria and specifications than typical commercial development. Uses in this district include heavy commercial goods and services for motor vehicles and some limited industrial.

VSR has had several text amendments to allow Medical Supplies, Flooring, and now Bakery. The VSR zoning was created only to allow automotive uses but is now moving towards more commercial.

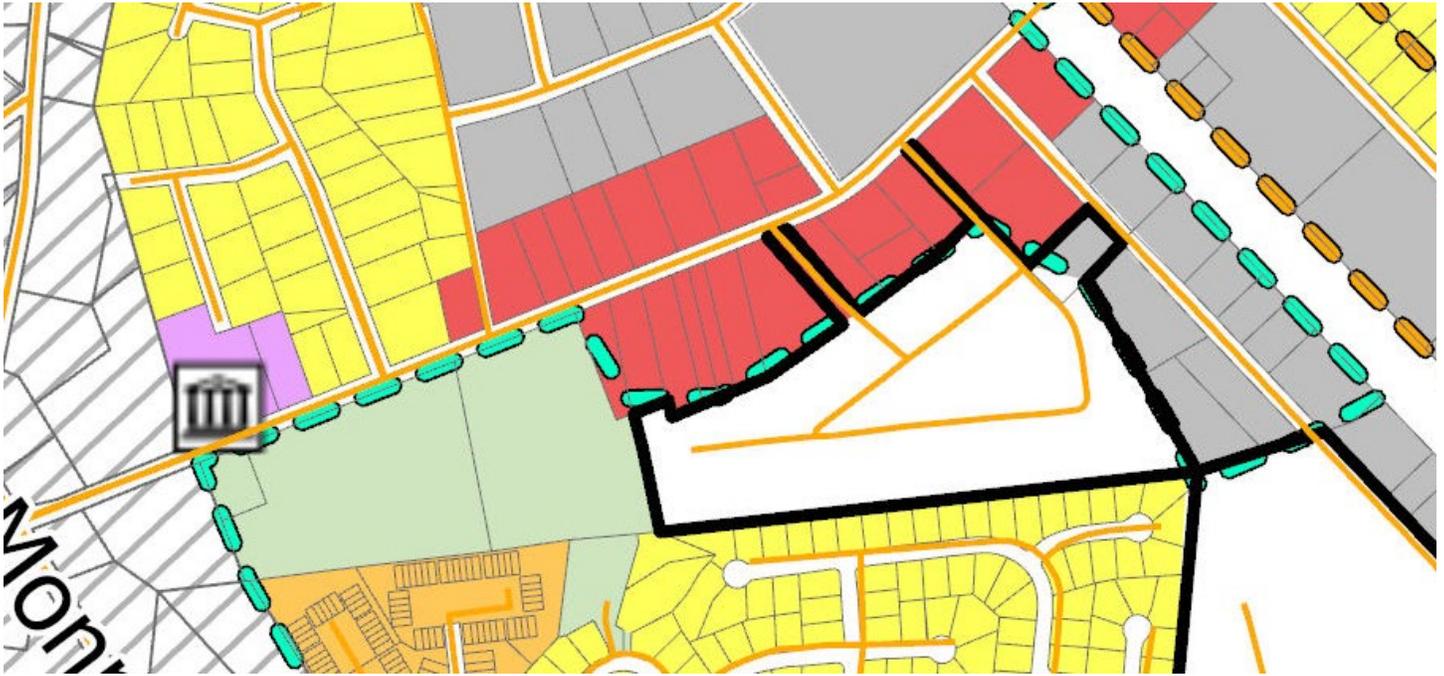


Figure 3: Suburban Commercial Ctr. in Red.

Staff Recommendation:

Staff recommends approval of TX23.09.01. Staff recommends the need for additional uses in VSR besides automotive and may bring a staff-led text amendment to amend the allowed uses in VSR in the future. Bakery and bakery products is consistent with future land use of Suburban Commercial Center. This text amendment also helps increase the number of commercial business opportunities in the town per the Town of Stallings Economic Development Plan.

**Table 8.1 - Table of Uses
Section 1 - General**

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit <i>Reference SIC and NAICS code for further data on the listed uses.</i>	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	US 74 Commercial (C 74)	Interstate Highway 485 Corporate Park (CP 485)	Vehicle Service/Repair (VSR)	Business Center (BC)	Industrial (IND)	Heavy Industry Overlay (HIO)
1	ABC Store (liquor sales)					CZ			CZ	L					
2	Accessory Dwelling Unit	S (10.1-3)	S (10.1-3)	S (10.1-3)	S (10.1-3)	L	S (10.1-3)	S (10.1-3)	S (10.1-3)						
3	ADULT ESTABLISHMENTS/USES														
4	Bookstore, Adult													SUP (10.2-3)	
5	Cabaret, Adult													SUP (10.2-3)	
6	Massage Parlor													SUP (10.2-3)	
7	Motel, Adult													SUP (10.2-3)	
8	Movie, Adult - Rental, Sales													SUP (10.2-3)	
9	Retail, Adult Products													SUP (10.2-3)	
10	Theater, Adult													SUP (10.2-3)	
11	Agricultural Based Business Facilities	SUP (10.2-4)												S (10.1-36)	
12	Agricultural Production (Crops only)	L	L				L							L	L
13	Agricultural Production (Crops & Livestock)	L													
14	Agricultural Production (Within Buildings)	L												L	L
15	Alteration, Clothing Repair				L	L		L	L	L					
16	Amusement/Water Parks, Fairgrounds									SUP (10.2-5)	SUP (10.2-5)				
17	Antique Store				L	L			L	L					
18	Apparel Sales (Clothing, Shoes, Accessories)				L	L			L	L					
19	Appliance Repair, Refrigerator or Large								S (10.1-36)	S (10.1-36)		S (10.1-36)	S(10.1-36)	S (10.1-36)	
20	Appliance Store								S (10.1-36)	S (10.1-36)					
21	Arts and Crafts Store				L	L			L	L			L		
22	Asphalt Plant														SUP (10.2-6&16)
23	Athletic Fields	L	L	L	L		L		L						
24	Auditorium, Coliseum or Stadium						L		L						
25	Auto Supply Sales									S (10.1-36)		S (10.1-36)	S(10.1-36)	S (10.1-36)	
26	Automobile Dealers									S (10.1-36)		S (10.1-36)			
27	Automobile Rental or Leasing									L	L	L	L	L	
28	Automobile Repair Services (Major)									S (10.1-4)		S (10.1-4)		S (10.1-4)	
29	Automobile Repair Services (Minor)									S (10.1-4)		S (10.1-4)		S (10.1-4)	
30	Automobile Towing and Storage Services											S (10.1-5)		S (10.1-5)	
31	Bakery				L	L		L	L	L		L	S(10.1-36)	S (10.1-36)	
32	Bank, Savings and Loan, or Credit Union				S (10.1-6)	S (10.1-6)			S (10.1-6)	S (10.1-6)	S (10.1-6)		S(10.1-6)		
33	Barber Shop				L	L		L	L	L	L		L		
34	Bars (with/without Beverage Production Accessory Use)				L	L			L	L	L				
35	Batting Cage, Indoor					L			L	L	L		L		
36	Batting Cages, Outdoor								S (10.1-7)	S (10.1-7)					
37	Beauty Shop				L	L		L	L	L	L		L		
38	Bed & Breakfast (Tourist Home, Boarding House)	S (10.1-8)		S (10.1-8)	S (10.1-8)	S (10.1-8)		S (10.1-8)	S (10.1-8)						
39	Bicycle Assembly (Bike Shop)				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S(10.1-36)	S (10.1-36)	
40	Billiard Parlors				L	L			L	L	L				
41	Bingo Games				L	L			L	L	L				
42	Boat Repair									S (10.1-4)		S (10.1-4)	S(10.1-4)	S (10.1-4)	
43	Boat Sales									S (10.1-36)		S (10.1-36)			
44	Bookstore				L	L	L	L	L	L	L		L		

**Table 8.1 - Table of Uses
Section 1 - General**

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit <i>Reference SIC and NAICS code for further data on the listed uses.</i>	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	US 74 Commercial (C 74)	Interstate Highway 485 Corporate Park (CP 485)	Vehicle Service/Repair (VSR)	Business Center (BC)	Industrial (IND)	Heavy Industry Overlay (HIO)	
129	Migrant Labor Housing (RESERVED)															
130	Motion Picture and/or Television Production				S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	S (10.1-36)		S(10.1-36)	S (10.1-36)		
131	Motorcycle Sales (new & used), Parts and Service									S (10.1-36)		S (10.1-36)				
132	Moving and Storage Service								S (10.1-36)	S (10.1-36)		S (10.1-36)	S(10.1-36)	S (10.1-36)		
133	Museum or Art Gallery				L	L	L	L	L	L	L		L			
134	Musical Instrument Sales				L	L		L	L	L			L			
135	Newsstand				L	L	L	L	L	L	L		L			
136	Nursing Home, Assisted Living	S (10.1-25)			S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)						
137	Office Machine Sales				L	L			L	L	L		S(10.1-36)	S (10.1-36)		
138	OFFICE USES															
139	Accounting, Auditing or Bookkeeping Services				L	L		L	L	L	L		L			
140	Administrative or Management Services				L	L		L	L	L	L		L			
141	Advertising Agency				L	L		L	L	L	L		L			
142	Architect, Engineer or Surveyor's Office				L	L		L	L	L	L		L			
143	Dental, Medical or Related Office				L	L	L	L	L	L	L		L			
144	Employment Agency, Personnel Agency				L	L	L	L	L	L	L		L			
145	Finance or Loan Office				L	L		L	L	L	L		L			
146	General Contractors Office w/ Fenced Outside Storage												S(10.1-36)	S (10.1-36)		
147	General Contractors Offices without Outside Storage									L		L	L	L		
148	Government Office	L			L	L	L	L	L	L	L		L			
149	Home Occupation	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)		S(10.1-21)	S (10.1-21)		
150	Insurance Agency (w/on-site claims inspections)				L	L			L	L	L		L			
151	Insurance Agency (without on-site claims inspections)				L	L		L	L	L	L		L			
152	Law Office				L	L	L	L	L				L			
153	Medical, Dental or Related Office				L	L	L	L	L	L	L		L			
154	Office Uses Not Otherwise Classified				L	L			L	L	L		L	L		
155	Real Estate Office				L	L		L	L	L	L		L			
156	Service Contractors Offices w/Fenced Outside Storage												S(10.1-36)	S (10.1-36)		
157	Service Contractors Offices without Outside Storage									L		L	L	L		
158	Stock, Security or Commodity Broker				L	L		L	L	L	L		L			
159	Temporary Real Estate Office (see Article 15)															
160	Travel Agency				L	L		L	L	L	L					
161	Optical Goods Sales				L	L	L		L	L	L		L			
162	Outside Storage Uses Not Otherwise Classified												S(10.1-36)	S (10.1-36)		
163	Paint and Wallpaper Sales				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)			S(10.1-36)	S (10.1-36)		
164	Parks and Recreation Facilities, Public	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)					
165	Parking Lots or Structures				L	L	L		L	L	L		L	L		
166	Pawnshop or Used Merchandise Store									S (10.1-34)						
167	Personal Training Facility					L		L	L				L	L		

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Section 1 - General**

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207	Special Events not listed (see Article 15)														
208	Sporting Goods Store				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)			S(10.1-36)		
209	Sports and Recreation Clubs, Indoor				L	L	L	L	L	L	L		L	L	
210	Stationery Store				L	L			L	L	L				
211	Swim and Tennis Club	S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)		S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)				
212	Swimming Pool As Accessory Use	L	L	L	L		L	L	L						
213	Tattoo and/or Body Piercings Studio					L			L	L					
214	Taxidermist								L	L			L	L	
215	Television, Radio or Electronics Sales & Repair				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	S (10.1-36)	
216	Temporary Construction Storage and/or Office	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)
217	Temporary Uses not listed (see Article 15)														
218	Theater, Indoor				L	L	L		L	L					
219	Tire Recapping														SUP (10.2-16)
220	Tire Sales, Motor Vehicle									S (10.1-36)		S (10.1-4)	S(10.1-36)	S (10.1-36)	
221	Towers, Telecommunications and/or Broadcast					CZ (10.2-14)			CZ (10.2-14)	CZ (10.2-14)	CZ (10.2-14)		CZ(10.2-14)	CZ(10.2-14)	
222	Truck and Utility Trailer Rental and Leasing									CZ (10.1-36)		S (10.1-36)	S(10.1-36)	S (10.1-36)	
223	Trucking Centers, Truck Stop &/or Freight Terminal												S(10.1-36)	S (10.1-36)	
224	Utility Equipment and Storage Yards												S(10.1-36)	S (10.1-36)	
225	Utility Substation	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)
226	Vending Machine - Outdoor (with or without advertising copy)	L			L	L	L		L	L	L	L	L	L	L
227	Veterinary Service, Large Animal	L								L			L	L	
228	Veterinary Service, Pet Grooming, without Outdoor Kennels or Runs	L			L	L			L	L	L		L	L	
229	Veterinary Service w/Outdoor Kennels and/or Runs	S (10.1-31)								S (10.1-31)	S (10.1-31)		S(10.1-31)	S (10.1-31)	
230	Vocational, Business or Secretarial School				L	L	L		L	L	L		L		
231	Warehouse (general storage, enclosed, no outdoor storage)									CZ	CZ		L	L	
232	Warehouse (Self-storage with outdoor storage)									CZ (10.1-36)	CZ (10.1-36)		S(10.1-36)	S (10.1-36)	
233	Water Treatment Plant														S (10.1-36)
234	Wholesale Trade (see section 3 of this table)														
235	Wireless Telecommunication Facilities, Microcell	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)
236	Wireless Telecommunication Facilities, Concealed	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)
237	Wireless Telecommunication Facilities, Co-Located	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)
238	Wireless Telecommunication Facilities, Tower					CZ (10.2-14)		CZ (10.2-14)	CZ (10.2-14)	CZ (10.2-14)	CZ(10.2-14)		CZ (10.2-14)	CZ (10.2-14)	
239	Yard Sale (no more than 3 per year) See Section 15.3	L	L	L	L	L	L	L	L	L		L	L	L	



TEXT AMENDMENT APPLICATION

315 Stallings Road
Stallings, NC 28104
704-821-8557
Fax 704-821-6841

Date Filed: 8/31/2023 Fee Paid: \$600.00 - AMH

9/1/23

***Please reference the Fee Schedule for cost.**

Applicant Information

Applicant Name: Acts of Sourdough LLC

Address: P.O. Box 307 Matthews, NC 28106

Phone: (561) 312-0093 Email: actsofsourdough@gmail.com

Proposed Text Amendment - Include Article and Section Numbers

Request text amendment to include Bakery and
bakery products as a listed use (L) in
USR zoning.

The desire of our company is to service local markets,
community functions and our neighbors with the
baking and breaking of bread

Please include a statement addressing the following:

- 1) In order to maintain sound, stable and desirable development within the planning jurisdiction of the Town of Stallings, it is intended that this ordinance be amended to:
 - (a.) To correct manifest error in the ordinance;
 - (b.) Because of changed or changing conditions in a particular neighborhood or community as a whole; and/or
 - (c.) To promote and forward the purposes of the adopted Stallings Land Use Plan.
- 2) It is the further intent of this ordinance that if amended it will promote the general health, safety, and welfare of the citizens of Stallings.

According to Article 5.3 - (3.) of the Stallings Development Ordinance, full and complete applications must be submitted by 12:00 noon on the last business day of the calendar month in order to be considered at the meeting of the Stallings Planning Board scheduled for the following month. For additional information or assistance, call the Town of Stallings Planning Office at (704) 821-8557.

Applicant Signature: [Handwritten Signature] Date: 8/31/2023



Statement of Consistency and Reasonableness

ZONING AMENDMENT: TX23.09.01

REQUEST: To allow for the use of Bakery and Bakery Products as a listed use (L) in the Vehicle, Service, and Repair (VSR) zoning district.

WHEREAS, The Town of Stallings Town Council, hereafter referred to as the “Town Council,” adopted the Stallings Comprehensive Land Use Plan on November 27, 2017; and

WHEREAS, the Town Council finds it necessary to adopt a new land development ordinance to maintain consistency with the Comprehensive Land Use Plan; and

WHEREAS, the Town Council finds it necessary to revise the Unified Development Ordinance to comply with state law found in NCGS § 160D.

WHEREAS, the Town Council finds it necessary to consider the Planning Board’s recommendations.

THEREFORE, The Town Council hereby votes that the proposed zoning/text amendment is consistent and reasonable with the Comprehensive Land Use Plan adopted on November 27, 2017, based on the goals and objectives set forth in the document of promoting quality development and consistency with all state-mandated land use regulations established through NCGS § 160D. The Town Council APPROVES the proposed amendment and stated that the Town Council finds and determines that the zoning/text amendment is consistent/inconsistent and reasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan for the following reasons:

1. This text amendment promotes more commercial development opportunities in accordance with the Town’s Economic Development Plan.
2. The proposed use is consistent with the Comprehensive Land Use Plan.

Adopted this the __ day of _____, 2023.

Mayor

Attest:

Town Clerk



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: October 10, 2023.
RE: Chestnut Lane and Matthews-Weddington Road Roundabout: Landscaping Costs

As a result of the August 14, 2023, Council Meeting, Staff was directed by council to obtain costs for implementing landscaping within the traffic circle and surrounding roadside maintenance at the Chestnut Lane and Matthews-Weddington Road Intersection.

Staff obtained these costs, and the cost breakdown is as follows:

- Total Cost to Install Landscaping - \$19,706.20
 - Installing Plantings - \$17,506.20
 - 40-hours of Watering - \$2,200
- Total Recurring Annual Maintenance Cost - \$5,460
 - Annual Contract for Roadside Mowing and Traffic Circle Maintenance - \$5,460

Key Items

- The 40-hours of watering is expected to occur until Spring of 2024 and will allow for full establishment of the plantings. The plants are expected to be self-sustainable once established.
- Annual contract for roadside and traffic circle maintenance includes mowing, trimming, weeding, and litter cleanup.
- A budget amendment will be necessary for the landscaping installation and recurring annual maintenance costs.

Action Requested:

Requesting Council to: (1) Approve the landscaping installation in the traffic circle for an amount of \$19,706.20; (2) Approve the recurring annual maintenance of the intersection for an amount of \$5,460; and (3) Authorize the Town Manager to execute a budget amendment for the landscaping installation and recurring annual maintenance.



SMITH GROUNDS MANAGEMENT, LLC

P.O. BOX 2134

MATTHEWS, NC 28106

(704) 821-4066

THIS AGREEMENT ENTERED INTO BETWEEN **SMITH GROUNDS MANAGEMENT, LLC**, hereinafter, CONTRACTOR and **TOWN OF STALLINGS**, hereinafter, AGENT OR REPRESENTATIVE for work to be performed upon property of the owner at: **Roadsides – Chestnut Lane (opposite the Chestnut Farm Apartment Bldg), MATTHEWS, NC 28105.**

November 1, 2023 through October 31, 2024

SCOPE OF WORK

SMITH GROUNDS MANAGEMENT, LLC agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation as described hereinabove necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

TURF MANAGEMENT

➤ Mowing

- Lawns shall be mowed bi-weekly during the growing season.
- Mowing height shall be appropriate to the turf species.
- Mowing patterns shall be established and changed on a regular basis to prevent compaction and to present the most aesthetically pleasing appearance.
- Excessive grass clippings and other debris caused by contractor shall be blown from adjacent walks, curbs and other paved areas.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.
- **Bi-weekly** service for turf on roadsides to include mowing, edging, trimming and blowing ONLY.
- Traffic circle at Chestnut and Matthews-Weddington to include the following: Weeding by hand/chemical, policing the grounds for trash and shrub pruning three (3) times per contract year.

➤ Trimming

- Monofilament line trimming around obstacles within the lawn area shall be performed in conjunction with mowing.

➤ Edging

- All lawn edges along curbs and sidewalks will be edged every other mowing during the cutting season to prevent encroachment of turf and present a neat appearance.
- Edging shall be performed with a blade type mechanical edger.

SHRUB CARE – Traffic Circle at Chestnut and Matthews-Weddington ONLY

➤ Fertilization

- Shrubs and groundcovers shall be fertilized once **(1)** per year in late winter with a slow release fertilizer.

➤ Weed Control

- Mulched areas, shrub beds, tree rings, curbs and other paved areas will be weeded on a continuous as needed basis throughout the growing season to maintain a neat appearance.
- Weeds are controlled through the use of herbicides as well as hand-weeding. Chemicals will be applied under the direction of licensed personnel. Rates and frequency will be determined by product and as conditions dictate.

➤ Insect and Disease Control

- Smith Grounds Management utilizes the principles of an Integrated Pest Management program. Smith Grounds will be aware of potential pests and will make regular inspections of plant material.
- The goal of an **IPM program** is to introduce the least amount of chemicals into the landscape as is necessary to maintain acceptable levels of insect and disease problems.
- Treatments for infestation of migratory pests, such as Japanese beetle, Oak worm, Pine Bark beetle, mites, aphids, scale etc. are not included. Since these concerns occur fairly infrequently, recommended treatments will be communicated to management and applied upon approval at an additional cost.

➤ Shrub Pruning

- Shrubs and groundcovers shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or disease.
- Formal hedges shall be pruned to maintain a hedge type appearance.
- All shrubbery shall receive **(3)** pruning per year based upon growing season.
- All shrubbery trimmings shall be cleared and removed from property.

POLICING AND DEBRIS REMOVAL

➤ Turf

- Turf areas shall be inspected on day of service and debris removed prior to mowing.

➤ Property

- Litter and trash shall be removed from all landscaped areas with each visit.
- Debris resulting from maintenance operations shall be removed from property and disposed of properly.
- All curbs, sidewalks and entrances will be blown with each visit.

GENERAL SPECIFICATIONS

- All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals shall be applied under the direction of licensed personnel.
- Materials will be applied in accordance with manufacturer directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- Adequate personnel and equipment will be provided to permit the timely completion of all operations.
- Smith Grounds Management will maintain all proper insurances to be in force at all times. Certificates of Insurance will be provided upon signing of contract.
- Smith Grounds Management will maintain current pesticide licenses at all times.
- All Smith Grounds Management employees will be uniformed and easily recognized by your staff.
- All crews have a crew leader and he/she has direct communications to area managers.
- Severe weather clean up is not included in this contract. Smith Grounds Management will be available for clean up at an additional charge. Severe weather includes but is not limited to Ice Storms, Wind storms, Tornados and Hurricanes.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.
- Night Lighting Service/Enhancements will be provided at an additional cost.
- Landscape Enhancements will be provided at an additional cost.
- There will be a 1.5% processing fee for credit/debit card payments.
- The property manager will approve all additional work before work begins.
- Smith Grounds reserves the right to impose a gas surcharge not to exceed:

1% of the annual contract price if gas prices exceed \$4.00/gallon

2% of the annual contract price if gas prices exceed \$5.00/gallon

(For every \$1.00 increase in average gas price over \$5.00 per gallon, the fuel charge will also increase by 1%.)

The surcharge is reviewed on a monthly basis. Surcharge will be billed on a monthly basis with the monthly contract billing. The gas surcharge is calculated on approximately the 25th of each month using the monthly average based on the information found at AAA's website - www.fuelgaugereport.com for the Charlotte area.

TERMS OF THE AGREEMENT: The duration of this agreement is:

November 1, 2023 through **October 31, 2024**

Automatic Extension: *This agreement shall automatically renew for one (1) year on the first day of each thirteenth month following the start date of this agreement with a 2% increase. The terms and conditions remaining in force unless the AGENT OR REPRESENTATIVE notifies the Contractor in writing at least thirty (30) days in advance of renewal. Both parties, prior to the thirteenth month, may agree to other price adjustments in each annual cycle to adjust for scope changes and well as cost changes.*

DEFINED CONTRACT PRICING:

A. Yearly Contract Pricing **\$ 5,460.00**

INSTALLMENT PAYMENTS:

Installment Amount: \$ **455.00** Initials: _____

TERMS:

A. Yearly Contract

If the above block is initialed, the OWNER/REPRESENTATIVE elects to pay the price for the services in twelve equal installments of \$ **455.00** due and payable as follows: Billing is at the first of each month and due by the end of that month. *(There will be a 1.5% processing fee for credit/debit card payments)*

B. Payment

1. If the OWNER fails to make any installment payment when due, the CONTRACTOR shall immediately cease the work and render an invoice adjusted in the manner hereinafter set out:
 - (a) The invoice amount shall be adjusted by reducing the price of the work under this agreement by the CONTRACTOR'S projected actual costs of labor and materials left to be supplied under this agreement as of the date the work is ceased.
 - (b) OWNER/REPRESENTATIVE acknowledges that the work to be performed by the CONTRACTOR under the agreement varies with the seasons of the year and the amount of each periodic installment bears no relationship to the amount of work actually performed by the CONTRACTOR during that specific period of time.
2. OWNER/REPRESENTATIVE agrees to pay the balance due on the invoice as adjusted within thirty (30) days of its being rendered by the CONTRACTOR, thereafter the balance of the invoice as adjusted shall accrue interest at the rate of 1½ percent per month until paid.

OWNER/REPRESENTATIVE agrees to reimburse CONTRACTOR for the actual cost of any attorney fees that it incurs in the collection of any balance due under this agreement.

LIMITED WARRANTY: CONTRACTOR warrants only that if the work covered by this agreement is not as specified, CONTRACTOR shall, in lieu of all remedies, furnish, without charge, such materials and labor as are necessary to correct the work. This warranty runs only to the OWNER named in this agreement, and is effective only if written notice of a claim is delivered to the CONTRACTOR; and the OWNER/REPRESENTATIVE is not in default under any of the payment provisions of the agreement.

THIS contract may be canceled by either party with a 30 day written notice of cancellation and is subject to the same conditions set forth in 1a and 1b.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. CONTRACTOR is responsible only for damage to buildings or contents caused by CONTRACTOR. CONTRACTOR is not responsible for any consequential or economic loss or damage caused by the OWNER.

ENTIRE AGREEMENT: This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on all copies. Any modifications thereof must be in writing and acknowledged by the CONTRACTOR and the OWNER.

THIS AGREEMENT is to be governed by the laws of the State of North Carolina and is binding upon the heirs, personal representatives, successors and assigns of the parties.

PROPOSED BY:

ACCEPTED BY:

BY: Jimmy Perry

BY: _____

TITLE: GENERAL MANAGER

TITLE: _____

DATE: October 4, 2023

DATE: _____



Landscaping Proposal

Company: Stallings
Attn: Kevin Parker
Subject: New Landscape Design
Place: Chestnut Ln Roundabout
Date: 9/27/2023

Description of Work

Install new landscape design provided by Town of Stallings

Description	Size	Qty		Cost
Buddelia Pugster Blue	3GAL	13	49.50	643.50
Vintage Jade Dystylium	3GAL	26	44.70	1,162.20
Crimson Fire Loropetalum	3GAI	25	49.50	1,237.50
Pink Muhly Grass	3GAL	15	36.70	550.50
Otto Luyken Laurel	6GAL	10	115.00	1,150.00
PowWow Wildberry Coneflower	1GAL	35	16.60	581.00
Variegated Japanese Iris	2GAL	63	23.30	1,467.90
Goldsturm Black Eyed Susan	1GAL	33	15.00	495.00
Giant Lamb's Ear	1GAL	41	16.60	680.60
Little Gem Magnolia	30GAL	1	514.00	514.00
Eastern Redbud	15GAL	3	231.50	694.50
Soil Amendments	CUYD	22	118.00	2,596.00
Brown Dyed Mulch	CUYD	22	105.00	2,310.00
Bed Prep/Grading		1	2,800.00	2,800.00
		-	-	-
One Time Watering		1	280.00	280.00
Delivery and Mobilization	0.02	1	343.50	343.50

TOTAL COST: \$ 17,506.20

- Note:**
- 1-Year Warranty on Plant material as long as a watering agreement is made.
 - Price includes material and labor.
 - Proposal pricing valid for 90 days.
- Upon approval, please sign and fax this document to our office. Thank you!

Acceptance:

Signature

Date

P.O. Box 2134
 Matthews, NC 28106
 Office: 704-821-4066
 Fax: 704-821-9015

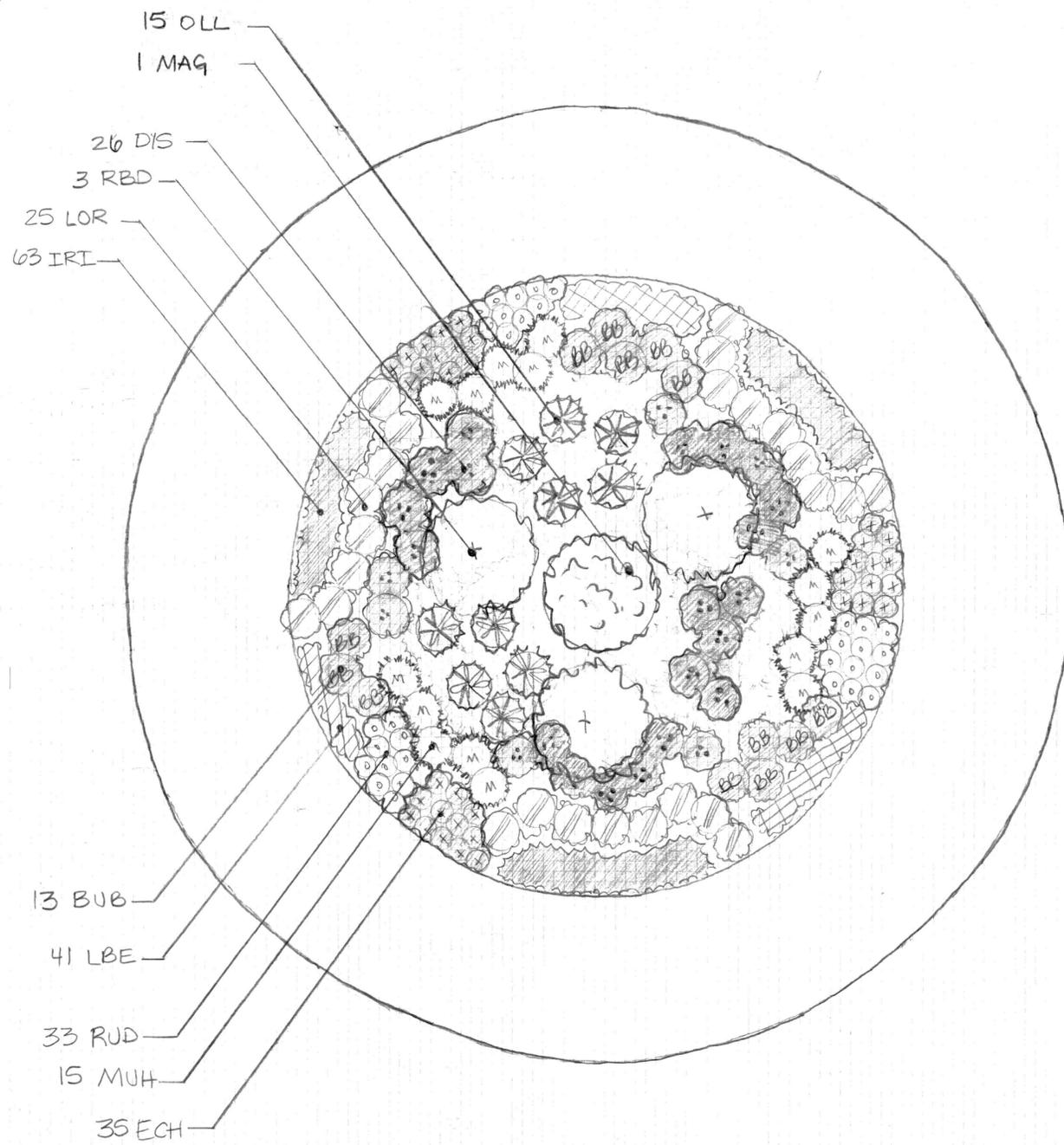
Town of Stalling FINAL
 Roundabout Weddington-Matthews Rd.
 AUGUST 27, 2023



Gardens of Eden
 Landscape Design

Design By: Michelle Edens
 704.724.3196 mikkiplants@gmail.com
 Scale: 1" = 10'

Notes:
 Center of the island should be built up 18- 24" to allow for more root growth and depth.

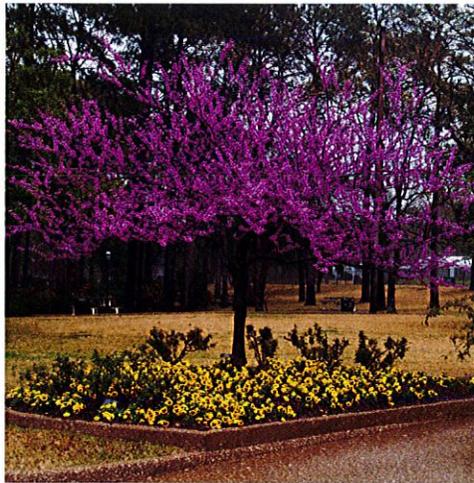


Quantity	Key	Botanical Name	Common Name	Minimum Size
13	BUB	Buddleia 'Pugster Blue'	Butterfly Bush	3 Gallon
3	RBD	Cercis canadensis 'Forest Pansy'	Redbud	6' - 7'
26	DIS	Distylium x 'Vintage Jade'	Evergreen Witchhazel	3 Gallon
35	ECH	Echinacea 'Pow Wow Wildberry'	Coneflower	1 Gallon
63	IRI	Iris 'Variegata'	Variegated Bearded Iris	1 Gallon
25	LOR	Loropetalum chinensis 'Crimson Fire'	Chinese Fringe Flower	3 Gallon
1	MAG	Magnolia grandiflora 'Little Gem'	Dwarf Southern Magnolia	6' - 7'
15	MUH	Muhlenburgia capillaris 'Rose'	Muhly Grass	3 Gallon
10	OLL	Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel	5 Gallon
33	RUD	Rudbeckia fullgida 'Goldsturm'	Black Eyed Susan	1 Gallon
41	LBE	Stachys byzantina 'Helen Von Stein'	Lamb's Ear	1 Gallon

Plant Pictures for the Stallings Roundabout



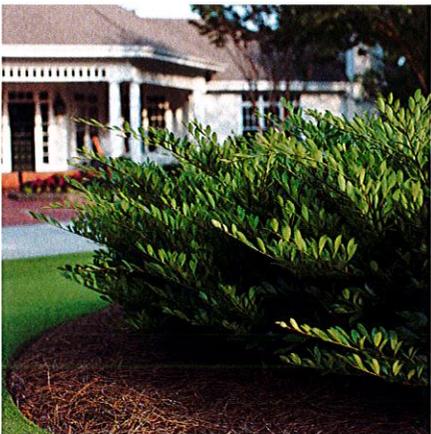
Buddleia 'Miss Violet'



Redbud (Spring)



Redbud (Summer)



Distylium 'Vintage Jade'



Echinacea 'Pow Wow'



Iris 'Variegata'



Loropetalum 'Crimson Fire'



Magnolia 'Little Gem'



Muhly Grass



Otto Luyken Laurel



Rudbeckia 'Goldstrum'



Lamb's Ear 'Helen Von Stein'

Roadside Mowing Areas







MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 10/4/23

RE: NCDOT Project U-5808 – Powder Coating

Purpose: This memorandum's purpose is to seek Council direction on an interlocal agreement with the North Carolina Department of Transportation ("NCDOT") regarding Project U-5808.

Background:

- The Town of Indian Trail has led a multi-phase project with the goal of providing an alternate route for commuters to get from Highway 74 to Old Monroe Road. Phase 2 is NCDOT's portion of this effort which is formally identified as Project U-5808.
- NCDOT's planned Project U-5808 consists of signalized improvements at Matthews-Indian Trail Road and Chestnut Parkway, a railroad overpass structure, a roundabout at Gribble Road, and signalized improvements at Highway 74 and Chestnut Parkway.
- Right-of-way acquisition for this project was completed in early 2023, and NCDOT reports this project will be let for construction in January 2024, with an anticipated completion date sometime in late 2025 to early 2026 (Anticipated construction costs total \$16+ million).
- Most of the project is in Indian Trail, but a smaller portion is in Stallings.
- The Town of Indian Trail has reportedly committed to powder-coating several traffic directional functions to improve aesthetics.
- On 3/11/19, the Stallings Town Council voted to approve paying \$1,900 to NCDOT for the cost of powder coating the mast arm pole and two signal head pedestals (regarding U-5808). The next day, staff notified NCDOT of this decision. However, the Town never received an interlocal agreement during this time period.
- Enclosed are maps showing the locations of the items to be powder coated.

Update:

- In August 2023, NCDOT reached out regarding this project and provided a new estimate of \$2,280 for the powder coating work in comparison to the

2019 quote of \$1,900. The Town did not budget for this cost in the FY 23-24 budget.

- Enclosed is a draft interlocal agreement that would allow the Town of Stallings and NCDOT to move forward with Stallings funding the powder coating.
- This draft agreement has been reviewed by the Town Attorney and provides the Town with 21 calendar days after NCDOT notifies Stallings of actual costs of powder coating to decide whether the Town wishes to fund the additional work.

Council Decision-Point: Below are options for Council's consideration regarding U-5808:

- 1.) Do not fund the powder coating of the mast arm pole and two signal head pedestals located within Stallings jurisdiction.
 - a. Staff would notify NCDOT that Stallings will not fund the powder-coating of these items.
- 2.) Fund powder coating of the mast arm pole and two signal head pedestals up to \$2,280. If the actual amount is higher than that, staff would bring the issue back to Council for further consideration.
 - a. Authorize the Town Manager to execute and implement the agreement on the Town's behalf including issuing payment.
 - b. Request staff to bring back a budget amendment for Council approval.
- 3.) Fund powder coating of the above-described items up to _____ (amount to be determined by Council). Anything above that amount the Town would not move forward with funding the powder coating.
 - a. Authorize the Town Manager to execute and implement the agreement on the Town's behalf including issuing payment.
 - b. Request staff to bring back a budget amendment for Council approval.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION
1000019456**

AGREEMENT OVERVIEW

DATE: 9/19/2023

NORTH CAROLINA
UNION COUNTY

PROJECT NUMBERS

PARTIES TO THE AGREEMENT:

TIP NUMBER: U-5808
WBS ELEMENT (PE):
WBS ELEMENT (ROW):
WBS ELEMENT (CON): 44381.3.4

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF STALLINGS

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project (“Project”): The Project consists of the construction of SR 1362 (Chestnut Lane Connector) as a median divided, four-lane section road from SR 1367 (Matthews Indian Trail Road) to SR 1368 (Gribble Road) and a roundabout at SR 1368 (Gribble Road).

ADDITIONAL WORK: This additional work consists of powder coating for single mast arm pole and powder coating for two signal pedestals located at the U-Turn Bulb on US 74.

ESTIMATED COST OF THE ADDITIONAL WORK: \$2,280

COSTS TO OTHER PARTY: \$2,280

PAYMENT TERMS: The Department will bill the Town of Stallings upon completion of the Project.

MAINTENANCE: Town of Stallings

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **Town of Stallings**, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for maintenance of the additional work, as shown in the **PROJECT DELIVERY** Provision; and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all Municipality's owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
3. The **Department**, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

COSTS AND FUNDING

5. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

6. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION**

1000019456

The **Municipality** shall maintain the maintain the powder coating on the mast arm pole and the powder coating on two signal head pedestals at the U-turn bulb on US 74.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the **Municipality** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality
<ul style="list-style-type: none">• Power coating arm mast pole and powder coating on two signal head pedestals	\$2,280
Total Estimated Cost to Municipality	\$2,280

The estimated Municipal share of the additional work is \$2,280. The Parties understand that this is an estimated cost and subject to change.

B. PROJECT COSTS

The **Municipality** has agreed to participate in Project costs as follows:

- The estimated cost of the additional work is \$2,280. The **Municipality** shall participate in 100% of actual costs. Both parties understand that this is an estimated cost and is subject to change.

C. CONFERENCE ON COSTS AS PROJECT PROGRESSES

The **Department** will notify the **Municipality** of the costs of the additional work after the project is let and bids are received. The **Municipality** will have 21 calendar days after the notification of the costs to agree or disagree with the **Department** proceeding with the additional work. If the **Municipality** does not provide a notification of agreement within 21 calendar days, the **Department** will not proceed with the additional work. There will be no costs to the **Municipality** for the additional work if they disagree with the costs of the additional work.

D. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the **Department** will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Additional Work. Reimbursement to the **Department** shall be made in one final payment within sixty days of invoicing by the **Department**. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the **Municipality** has pre-paid or made any previous down payment, those funds will be counted against final costs. If costs are less than the funding received, then the **Department** will return any overpayment.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION**

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In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DocuSign

Department and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature

**ACCOUNTS RECEIVABLE
TIP AGREEMENT-ADDITIONAL WORK
CONSTRUCTION**

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and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

TOWN OF STALLINGS

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

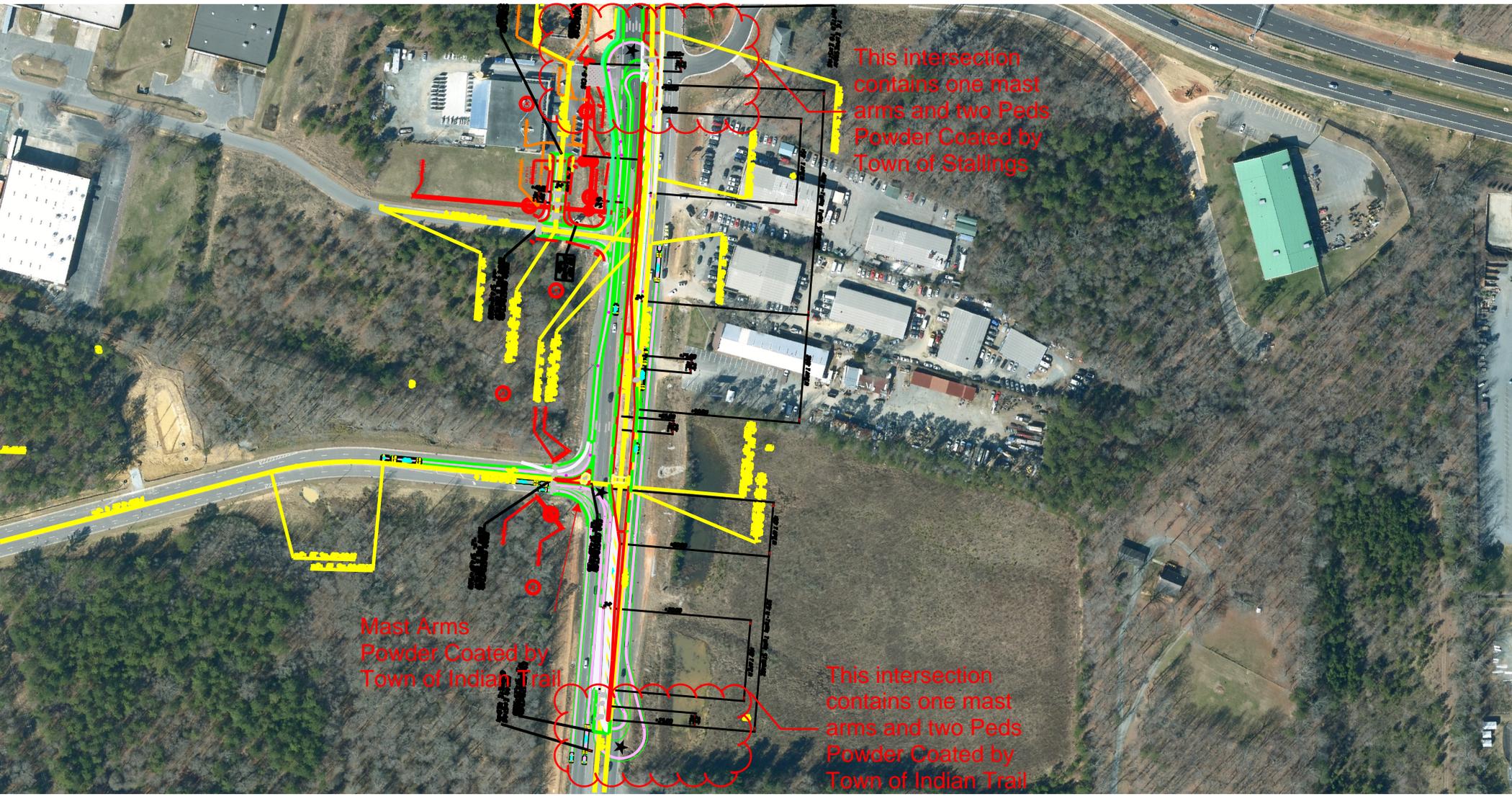
DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Chief Engineer

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

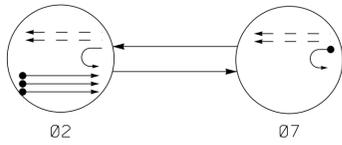


This intersection contains one mast arms and two Peds Powder Coated by Town of Stallings

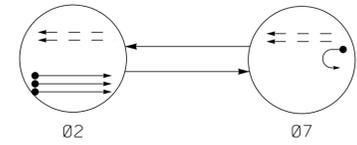
Mast Arms Powder Coated by Town of Indian Trail

This intersection contains one mast arms and two Peds Powder Coated by Town of Indian Trail

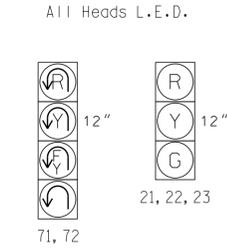
DEFAULT PHASING DIAGRAM



ALTERNATE PHASING DIAGRAM



SIGNAL FACE I.D.



DEFAULT PHASING TABLE OF OPERATION

SIGNAL FACE	PHASE		
	02	07	FLASHER
21, 22, 23	G	R	Y
71, 72	(R)	(Y)	(G)

ALTERNATE PHASING TABLE OF OPERATION

SIGNAL FACE	PHASE		
	02	07	FLASHER
21, 22, 23	G	R	Y
71, 72	(R)	(Y)	(G)

ASC/3 DETECTOR INSTALLATION CHART												
DETECTOR					PROGRAMMING							
LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	PHASE	CALLING	EXTEND TIME	DELAY TIME	USE ADDED INITIAL	TYPE	LOOP SYSTEM	NEW CARD
2A/S01	6X6	420	5	X	2	YES	-	-	X	N	X	X
2B/S02	6X6	420	5	X	2	YES	-	-	X	N	X	X
2C/S03	6X6	420	5	X	2	YES	-	-	X	N	X	X
7A	6X40	0	2-4-2	X	7	YES	-	15.0*	-	N	-	X

* Reduce Delay to 3 Seconds During Alternate Phasing Operation.

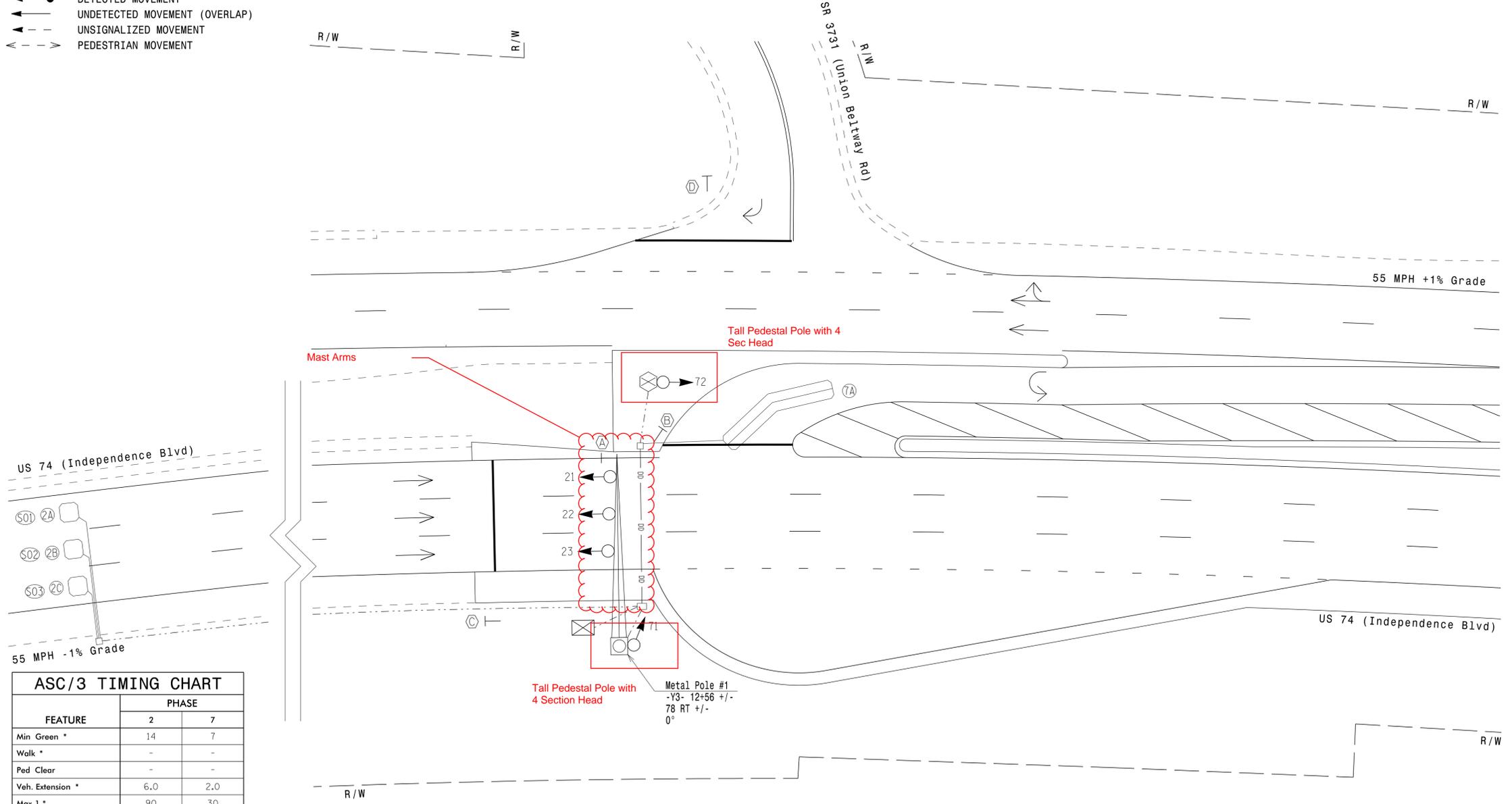
2 Phase Fully Actuated w/ Alternate Phasing Operation US 74 Indian Trail CLS Signal System #11033

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2018 and "Standard Specifications for Roads and Structures" dated January 2018.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 7 may be lagged.
4. Set all detector units to presence mode.
5. The Division Traffic Engineer will determine the hours of use for each phasing plan.
6. Maximum times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.

PHASING DIAGRAM DETECTION LEGEND

- ← ● DETECTED MOVEMENT
- ← ○ UNDETECTED MOVEMENT (OVERLAP)
- ← - UNSIGNALIZED MOVEMENT
- ← - - PEDESTRIAN MOVEMENT



ASC/3 TIMING CHART		
FEATURE	PHASE	
	2	7
Min Green *	14	7
Walk *	-	-
Ped Clear	-	-
Veh. Extension *	6.0	2.0
Max 1 *	90	30
Yellow	5.3	3.0
Red Clear	1.3	3.9
Red Revert	2.0	2.0
Actuations B4 Add *	-	-
Seconds / Actuation *	1.5	-
Max Initial *	46	-
Time Before Reduction *	15	-
Time To Reduce *	40	-
Minimum Gap	3.4	-
Locking Detector	X	-
Recall Position	VEH, RECALL	-
Dual Entry	-	-
Simultaneous Gap	X	X

* These values may be field adjusted. Do not adjust Min Green and Extension times for phase 2 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

LEGEND

- | PROPOSED | EXISTING |
|--|-------------------------------------|
| ○ → Traffic Signal Head | ● → N/A |
| ○ → Modified Signal Head | ○ → N/A |
| ○ → Pedestrian Signal Head With Push Button & Sign | ○ → N/A |
| ○ → Signal Pole with Guy | ○ → N/A |
| ○ → Signal Pole with Sidewalk Guy | ○ → N/A |
| ⊗ Inductive Loop Detector | ⊗ Inductive Loop Detector |
| ⊗ Controller & Cabinet | ⊗ Controller & Cabinet |
| □ Junction Box | □ Junction Box |
| □ Oversized Junction Box | □ Oversized Junction Box |
| ⊗ Type III Signal Pedestal | ⊗ Type III Signal Pedestal |
| ○ Metal Pole with Mastarm | ○ Metal Pole with Mastarm |
| - - - Right of Way | - - - Right of Way |
| - - - 2-in Underground Conduit | - - - 2-in Underground Conduit |
| - - - Directional Drill | - - - Directional Drill |
| → Directional Arrow | → Directional Arrow |
| (A) No Left Turn Sign (R3-2) | (A) No Left Turn Sign (R3-2) |
| (B) No Right Turn Sign (R3-1) | (B) No Right Turn Sign (R3-1) |
| (C) "STOP HERE ON RED" Sign (R10-6) | (C) "STOP HERE ON RED" Sign (R10-6) |
| (D) Stop Sign (R1-1) | (D) Stop Sign (R1-1) |

New Installation

Prepared For the Offices of:

 750 N. Greenfield Pkwy, Garner, NC 27528
 NC FIRM LICENSE No: F-0493
 8521 SIX FORKS ROAD, SUITE 400
 RALEIGH, NC 27615
 (919) 926-4100

US 74 (Independence Boulevard) at WB US 74 U-Turn

Division 10 Union County Indian Trail
 PLAN DATE: May 2022 REVIEWED BY: S.G. Haynie
 PREPARED BY: P. Koloski REVIEWED BY: S.N. Matthews

REVISIONS	INIT.	DATE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

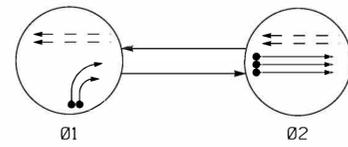
SEAL

PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION

SIGNATURE _____ DATE _____
 SIG. INVENTORY NO. 10-2426

5/10/2022
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 3:32:08 PM

PHASING DIAGRAM



PHASING DIAGRAM DETECTION LEGEND

- ← ● → DETECTED MOVEMENT
- ← — — → UNDETECTED MOVEMENT (OVERLAP)
- ← - - - → UNSIGNALIZED MOVEMENT
- ← - - - > PEDESTRIAN MOVEMENT

SIGNAL FACE I.D.

All Heads L.E.D.

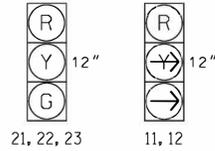


TABLE OF OPERATION

SIGNAL FACE	PHASE		
	Ø 1	Ø 2	F L G S H
11, 12	→	R	R
21, 22, 23	R	G	Y

ASC/3 DETECTOR INSTALLATION CHART

LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	PROGRAMMING							
					PHASE	CALLING	EXTEND TIME	DELAY TIME	USE ADDED INITIAL	TYPE	SYSTEM LOOP	NEW CARD
1A	6X40	0	2-4-2	X	1	YES	-	10.0	-	N	-	X
1B	6X40	0	2-4-2	X	1	YES	-	10.0	-	N	-	X
2A/S01	6X6	385	5	X	2	YES	-	-	-	N	X	X
2B/S02	6X6	385	5	X	2	YES	-	-	-	N	X	X
2C/S03	6X6	385	5	X	2	YES	-	-	-	N	X	X

2 Phase Fully Actuated US 74 Indian Trail CLS Signal System #11033

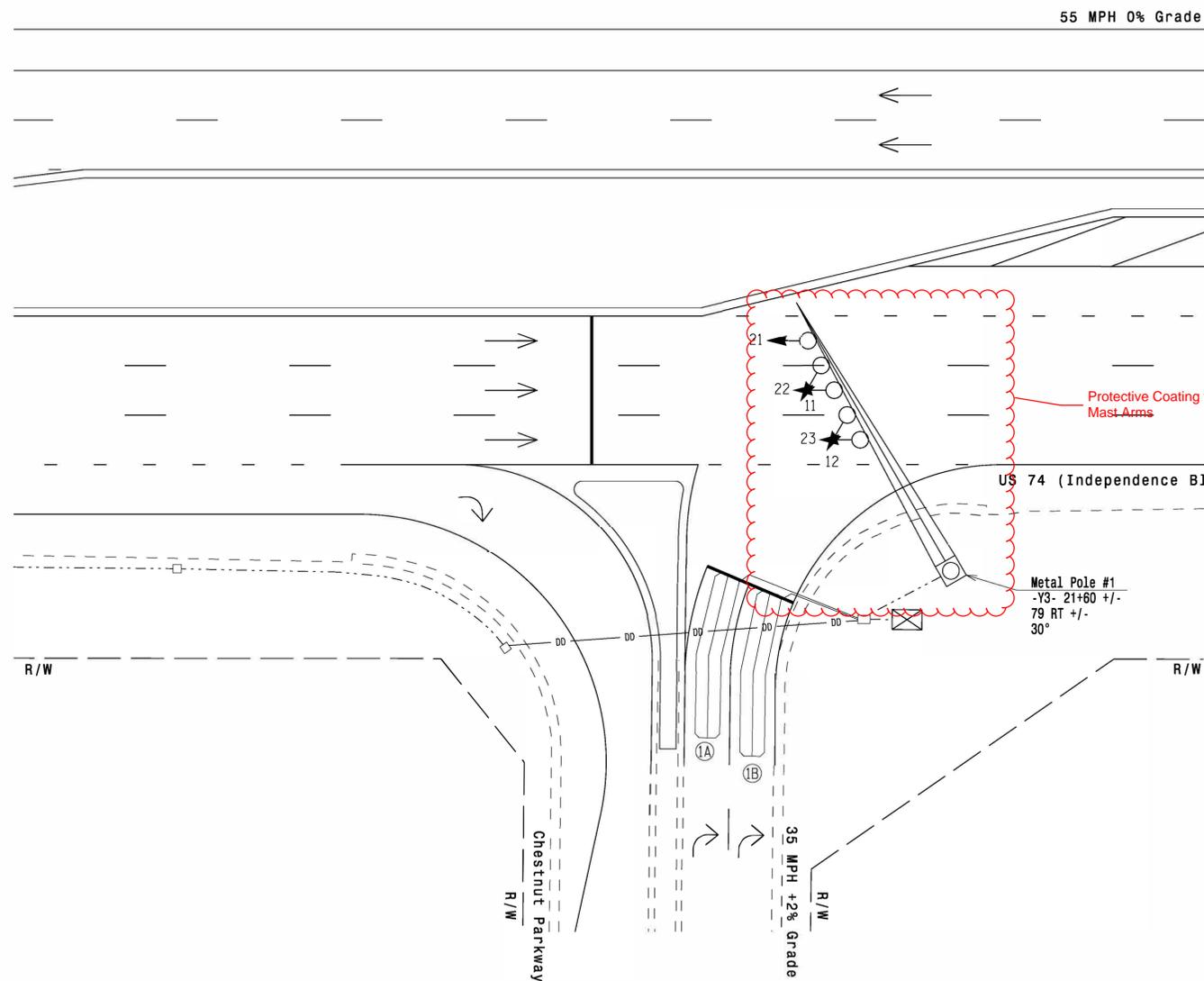
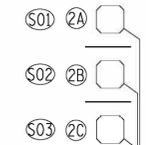
NOTES

- Refer to "Roadway Standard Drawings NCDOT" dated January 2018 and "Standard Specifications for Roads and Structures" dated January 2018.
- Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
- Set all detector units to presence mode.
- Locate new cabinet so as not to obstruct sight distance of vehicles turning right on red.
- The cabinet should be designed to include an Auxillary output file for future use.
- Maximum times shown in timing chart are for free-run operation only. Coordinated system timing values supersede these values.

US 74 (Independence Blvd)

55 MPH -1% Grade

R/W



55 MPH 0% Grade

Metal Pole #1 -Y3- 21+60 +/- 79 RT +/- 30°

35 MPH +2% Grade

ASC/3 TIMING CHART

FEATURE	PHASE	
	1	2
Min Green *	7	14
Walk *	-	-
Ped Clear	-	-
Veh. Extension *	2.0	6.0
Max 1 *	30	90
Yellow	3.7	5.3
Red Clear	1.5	1.0
Red Revert	2.0	2.0
Actuations B4 Add *	-	-
Seconds /Actuation *	-	1.5
Max Initial *	-	46
Time Before Reduction *	-	15
Time To Reduce *	-	40
Minimum Gap	-	3.4
Locking Detector	-	X
Recall Position	-	VEH. RECALL
Dual Entry	-	-
Simultaneous Gap	X	X

* These values may be field adjusted. Do not adjust Min Green and Extension times for phase 2 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

LEGEND

PROPOSED	EXISTING
○ → Traffic Signal Head	● → N/A
○ → Modified Signal Head	○ → N/A
— Pedestrian Signal Head	— Pedestrian Signal Head
□ → Signal Pole with Guy	□ → Signal Pole with Guy
□ → Signal Pole with Sidewalk Guy	□ → Signal Pole with Sidewalk Guy
□ → Inductive Loop Detector	□ → Inductive Loop Detector
□ → Controller & Cabinet	□ → Controller & Cabinet
□ → Junction Box	□ → Junction Box
□ → Oversized Junction Box	□ → Oversized Junction Box
□ → Metal Pole with Mastarm	□ → Metal Pole with Mastarm
— Right of Way	— Right of Way
--- 2-in Underground Conduit	--- 2-in Underground Conduit
— DD — Directional Drill	— DD — N/A
→ Directional Arrow	→ Directional Arrow
(A) Stop Sign (R1-1)	(A) Stop Sign (R1-1)

New Installation

Prepared for the Offices of:

 TRANSPORTATION MOBILITY AND SAFETY DIVISION
 STATE OF NORTH CAROLINA
 SIGNAL DESIGN SECTION
 750 N. Greenfield Pkwy, Garner, NC 27529
 NC FIRM LICENSE No. F-0493
 8521 SIX FORKS ROAD, SUITE 400
 RALEIGH, NC 27615
 (919) 926-4100

US 74 (Independence Boulevard) at Chestnut Parkway

Division 10 Union County Indian Trail
 PLAN DATE: May 2022 REVIEWED BY: S.G. Haynie
 PREPARED BY: P. Koloski REVIEWED BY: S.N. Matthews

REVISIONS	INIT.	DATE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

SEAL

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SIGNATURE _____ DATE _____
 S.C. INVENTORY NO. 10-2425

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