



**June 25, 2018**  
 Stallings Town Hall  
 315 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://www.stallingsnc.org)

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	David Scholl, Mayor Pro Tempore	NA
	7:05 p.m.	Public Comment	David Scholl, Mayor Pro Tempore	NA
1.	7:20 p.m.	Agenda Approval	David Scholl, Mayor Pro Tempore	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i>  <b>Motion:</b> I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes:
2.	7:25 p.m.	I-485 Express Lanes Presentation	Warren Cooksey, Director of Outreach and Community Affairs – Charlotte, North Carolina Turnpike Authority	NA
3.	7:55 p.m.	Streetscape Presentation	Eric Woolridge, Destination by Design	Discussion and Possible Action
4.	8:25 p.m.	New Town Hall Update	Alex Sewell, Town Manager	Discussion and Possible Action
5.	8:50 p.m.	Traffic Impact Analysis Update	Alex Sewell, Town Manager	Discussion and Possible Action
6.	9:00 p.m.	Newsletter Draft	Alex Sewell, Town Manager	Approve/Deny draft.
7.	9:10 p.m.	Chestnut Roundabout Cost Clarification	Alex Sewell, Town Manager	Discussion and Possible Action
8.	9:20 p.m.	Closed Session Pursuant to NCGS 143.318-11(a)(4) and (5)	David Scholl, Mayor Pro Tempore	<b>Motion:</b> I make the motion to go into closed session pursuant to NCGS 318-11(a)(4) and (5).
9.	9:40 p.m.	Adjournment	NA	<b>Motion:</b> I make the motion to adjourn.



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 6/21/18  
RE: New Town Hall – Updated Information Re: Easement

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**Purpose:** This memorandum’s purpose is to update the Town Council on the New Town Hall design process, report on the related contract addendum, provide an updated floorplan with space reductions, and discuss the streetscape plan and Parks & Recreation in a related context.

**Background:** The Town discovered an easement partially on its property where it planned to put the New Town Hall facility. On 6/11/18, the Council opted to redesign the planned facility to make it smaller with design costs up to \$25,000 in lieu of moving a previously undiscovered easement at an estimated cost of between \$92,000 to \$102,000.

Attached is the updated contract addendum for \$20,000 and an approximation showing square footage reductions totaling about 90 square feet.

**Commentary:** As planned for the 6/25/18 Town Council Meeting, the Town Council will be shown some Town center/streetscape micro-concepts. These drawings reinforce the decision to not move the easement as our planners call for east of the Town Hall to be more non-civic development whereas across the street is more appropriate for future civic facilities. The money that would have gone to moving this easement could be used to enhance our downtown streetscape to help spur development.

On a relate note, one item to not lose sight of is that the New Town Hall project was conceptualized as a package with a Parks & Recreation facility at Blair Mill Park (“the Barn”). New Town Hall is meant as a transitional home for Parks & Recreation, and it will be a tight fit for that department. With those growing pains in mind, staff would suggest that it’s important to be flexible to allow Parks & Recreation to use some of the space in the New Town Hall project.

What will a future Parks & Recreation facility be? This question puts the cart before the horse. First, the Town must decide via the Parks & Recreation Master Plan the vision for the department. It is important that we take a realistic approach here because the Town

will need to provide resources to support the desired services identified in the Parks & Recreation Master Plan. The next step is to have a needs assessment and facility program conducted that considers the completed Master Plan so that a facility can be designed such that the form of the facility will follow function.



June 13, 2018

Mr. Alex Sewell  
Town Manager  
Town of Stallings  
315 Stallings Road  
Stallings, NC 28106-4030

RE: Project #1744 - New Town Hall and Public Works Buildings for Town of Stallings  
SUBJECT: Design work to accommodate existing sewer easement

Dear Alex;

Per our phone conversation on Tuesday, June 12<sup>th</sup> we understand the Council has decided to reduce the size of the new Town Hall in lieu of pursuing the easement relocation. We present the following proposal for the additional design work.

**Scope of Work:**

- Reduce overall building length by approximately 40" (reduction will be made to east and west sides of plan, keeping Council Room size as currently designed)
- Shift the building to the west slightly by reducing the width of the sidewalk between the existing and new structures
- Re-route new water lines and other services to avoid the existing easement
- Re-locate the planned AC condensing units to the back of the new town hall building.
- Adjust spot elevations, drainage, and curbing accordingly
- Shift the service yard to allow for new fencing to occur outside the easement
- Revise structural, plumbing, and mechanical drawings as required
- Coordinate plans and bid documents to reflect new bid schedule
- Re-submit to review agencies

We propose to perform the work outlined above for the lump sum fee of Twenty-Thousand Dollars (\$20,000.00) under the terms of B104 – 2017 dated 19 Sept. 2017.

If this is an agreeable arrangement, please sign in the space below and email executed contract to our office for our files.

If you have any questions or need additional information, please let us know. Thank you for the opportunity to serve the Town of Stallings. We are prepared to begin the design work immediately upon your approval of this proposal and anticipate completion of the work above within six weeks.

**Boomerang DESIGN**  
Page 2 of 2  
Letter to: Alex Sewell  
June 13, 2018

Sincerely,  
**Boomerang DESIGN**



G. Richard Brown, AIA

RE: Project #1744 - New Town Hall and Public Works Buildings for Town of Stallings  
SUBJECT: Design work to accommodate existing sewer easement

Notice to proceed with work as outlined above accepted by:

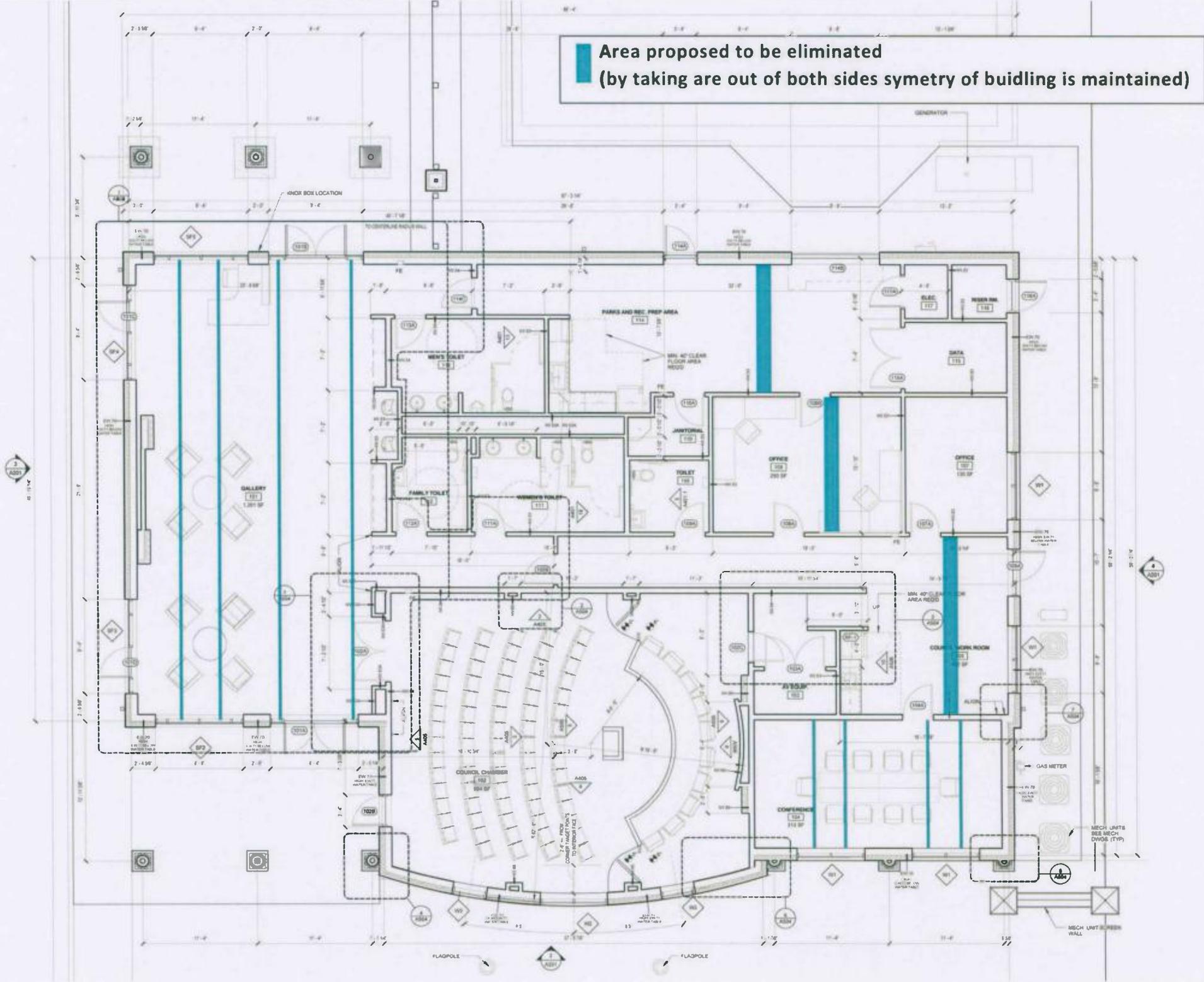
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Name

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Date

**Area proposed to be eliminated  
(by taking are out of both sides symetry of buidling is maintained)**





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

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

WHEREAS, the Town of Stallings proposes to enter into one or more contracts for such services for work on Traffic Impact Analysis; and

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

WHEREAS, the Project entails a substantial engineering component; and

WHEREAS, the Town of Stallings desires to engage Kimley Horn for the purpose of providing transportation engineering services for the traffic impact analysis and the estimated professional fee for that project is less than fifty thousand dollars (\$50,000);

WHEREAS, the Town of Stallings desires to exempt this project from the statutory qualification procedure and engage Kimley Horn because of the nature of the project and their previous work with the Town of Stallings regarding transportation;

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

This the 25<sup>th</sup> day of June, 2018.

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

Attest:

\_\_\_\_\_  
Erinn Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney



June 21, 2018

Alex Sewell  
Town Manager  
Town of Stallings  
315 Stallings Road  
Stallings, NC 28104

**RE: *Stallings TIA Ordinance***  
***Stallings, NC***

Dear Alex:

Kimley-Horn ("the Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Stallings ("the Client") for providing transportation engineering services related to the development of a Transportation Impact Analysis (TIA) Ordinance in Stallings, NC. Our scope of services, schedule, and fee are below.

## **Scope of Services**

### **TASK 1 –TIA ORDINANCE**

Kimley-Horn will provide services beginning July 1, 2018 to assist the Town of Stallings in the development of a TIA Ordinance that will establish the technical evaluation methodology, procedures, and policies required in evaluation of transportation-related impacts from proposed developments within the Town of Stallings.

Kimley-Horn will coordinate, prepare, and attend a meeting with Town of Stallings staff to discuss and provide examples of technical and process components for TIAs. Kimley-Horn will review and discuss the North Carolina Department of Transportation (NCDOT) TIA guidelines, along with other area jurisdictions. Kimley-Horn will also discuss the Town's vision, small area plans, and other guiding documents for the purpose of incorporating these key components into the TIA, thus tailoring to the focus and goals of the TIA to be consistent with these guiding Town documents.

Following the meeting with Town staff, Kimley-Horn will develop a draft TIA Ordinance to be reviewed by the Town. Kimley-Horn will meet with Town staff for a second meeting if necessary.

Kimley-Horn will prepare for and attend up to three additional meetings, including one Transportation Advisory meeting, one Planning Board meeting, and one Town Council meeting to discuss input, requirements, and strategies to be documented within the TIA Ordinance.

# Kimley»»Horn

## Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services, and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Review of specific development TIAs submitted
- Additional meetings and/or coordination

## Schedule

Services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

## Fee and Billing

Kimley-Horn will perform the services outlined for the total lump sum fee of \$7,000. All permitting, application, and similar project fees will be paid directly by the Client.

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

## Closure

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

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

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

# Kimley»Horn

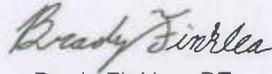
We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN



By: Steve Blakley, PE.  
Principal



Brady Finklea, PE.  
Associate

**TOWN OF STALLINGS**  
A Municipality

\_\_\_\_\_

(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Attachments – Request for Information  
Standard Provisions



### Request for Information

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

#### Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner	Agent for Owner	Unrelated to Owner	

#### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

#### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

#### Project Funding Identification – List Funding Sources for the Project


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# Town of Stallings

Fall 2018

## STALLINGS FEST 2018

The Town of Stallings hosts Stallings Fest, a family friendly festival, every fall. The festival includes live music, games, vendors, and food throughout the day with a finale of fireworks.

Families and children can enjoy obstacle courses, bounce houses, rides, karaoke, and vendors of all sorts before the fireworks. Stallings welcomes vendors from around the county to set up and participate in the event and musical performances to play in between activities.

### UPCOMING EVENTS

Date 1

Date 2

*a citizen's newsletter*

### THIS MONTH

Stallings Small Area Plans

Stallings Social Media

Stallings Fest 2018

# Making Plans for the Future



Positioned along the Mecklenburg County line, the Town of Stallings has long been known as “The Gateway to Union County.” With the surge of growth in the Charlotte region and construction of the long-awaited Monroe Bypass, Stallings is situated to become more than just a “gateway.”

The initiative began from the ground up with heavy public involvement. The planning process took two years to complete and included public surveys, three public open houses, monthly steering committee meetings, bi-weekly conversations with planning staff, and public meeting updates and hearings.

Using this public input, the Town created plans that sought to protect existing neighborhoods while planning for inevitable growth. As a result, the final products included a new Comprehensive Land Use Plan, Small Area Plans, and a new Land Development Ordinance.

Project lead Demetri Baches explained to the Stallings Town Council at a workshop in August that “development is a process and laying the ground work for the desired outcome is crucial, failing to plan is planning to fail. Successful towns

all have one thing in common – a vision for their future and the perseverance and patience to get there.” It’s this attitude towards planning that has encouraged Town leadership to create, pursue, and adopt a vision for Stallings’ future.

## WHAT'S UP

# stallings

The Stallings Town Council approved the 2018-2019 Fiscal Year Budget at the meeting on June 11, 2018. The budget can be found at [www.stallingsnc.org](http://www.stallingsnc.org) in the Finance Section of the page.

The Stallings Town Council also discussed the importance of work culture and the characteristics of the Town employees. Some of the key characteristics were integrity, commitment, collaboration, trust, respect, dialogue, supporting one another, and having a fun, but healthy and positive environment.

Keep an eye out for details on our upcoming events on [www.stallingsnc.org](http://www.stallingsnc.org).

### UPCOMING EVENTS:

- Date 1
- Date 2
- Date 3

The Town’s social media has grown considerably in the last few years and has seen a change in aesthetics. To keep up with everything happening in the Town of Stallings from open houses to events in the park, follow our Facebook page, Twitter, Instagram, and Nextdoor. The Town now also has a Parks and Recreation Facebook page that highlights events, programs, and rentals. All of these accounts are updated frequently with updates that are crucial to the Town. It’s important to follow what is happening in your town so reach out to us on any of our social media for questions or for more information.



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 6/20/18  
RE: Chestnut Roundabout – Local Commitment

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**Purpose:** This memorandum's purpose is to inform the Town Council about DOT's recent communications regarding the Chestnut Roundabout, and to seek direction on how to proceed.

**Background:** See enclosed 6/7/18 memorandum for background prior to the 6/11/18 Town Council Meeting.

On 6/11/18, the Town Council voted to commit \$350,000 in construction costs for upgrading the State roadway infrastructure/roundabout at the intersection of Chestnut Lane and Matthews Weddington Road. The DOT had previously informed the Town that this \$350,000 would become due post-construction.

To start the process of creating a formal agreement, staff contacted DOT and informed them of the Council's decision. DOT informed staff that the Town would need to pay \$50,000 in ROW acquisition costs and then \$300,000 after construction. The Town's total commitment from the Town remains unchanged at \$350,000.

The difference here is \$50,000 could come due in either FY 2018-19 or FY 2019-20 once ROW acquisition is complete, with the remaining \$300,000 becoming due upon after construction. If this is acceptable to the Town Council, then staff will notify the DOT to start crafting an agreement.

**Timetable:** ROW acquisition is projected at Spring 2019. Construction is scheduled to begin Summer 2020.

**Funding:** While the Town has not yet firmly identified funds for this project, there was discussion about asking other area jurisdictions and developers to help with this project.

The Town has set aside \$175,000<sup>1</sup> for transportation funds in FY 18-19. The Town Council will ultimately decide how these funds are spent. However, the items discussed during the FY 18-19 budget development process included Monroe Bypass enhancements, Chestnut Sidewalk Enhancements, Transportation Impact Analysis (TIA) creation, and placing the Town logo on the Highway 74/Stallings Road water tower.

Of that \$175,000, \$7,000 is taken up by the TIA development cost. Of the remaining \$168,000, \$50,000 could be restricted for ROW acquisition for the Chestnut Roundabout. This leaves \$118,000 left for remaining projects or could be used to start saving for the remaining \$300,000 owed for Chestnut Roundabout project after construction. Alternatively, the Town could identify fund balance as the funding source, identify other jurisdictions/developers as the funding source, identify funding later, or any combination of the previous.

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<sup>1</sup> The original amount was \$167,500 but the Town Council approved a Parks & Recreation Master Plan contract that was \$8,500 less than the original budgeted amount, with the remaining \$8,500 planned to go towards transportation enhancements. This budget transfer between expenditures has not formally been approved yet.



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

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**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).

	<u>7/1/2017 Balance</u>	<u>Change in Balance</u>	<u>Projected Balance at 6/30/2018</u>
Unassigned Fund Balance	\$ 5,216,484		
Tax Revenues less Departmental Costs - Add to Fund Balance		315,444	
FY2018 Expenditures on Potter Rd/Pleasant Plains		(1,313,839)	
Unassigned Fund Balance - End Balance			\$ 4,218,089
Stabilization by State Statute	667,933	-	\$ 667,933
Powell Bill	313,445	(166,743)	\$ 146,702
Drug Forfeiture	304,803	(182,974)	\$ 121,829
Capital Project Commitments at YE	(42,868)	42,868	\$ -
Fees in Lieu of Park Land	330,043	-	\$ 330,043
FY2019 Capital Expenditures - Pleasant Plains/Stallings Park	1,000,000	500,000	\$ 1,500,000
30 Percent Reserve	2,249,400	253,500	\$ 2,502,900
<b>Total Fund Balance - General Fund</b>	<b>\$ 10,039,240</b>	<b>\$ (551,744)</b>	<b>\$ 9,487,496</b>
<b>Fund Balance - Storm Water</b>	<b>\$ 945,098</b>	<b>\$ 174,487</b>	<b>\$ 1,119,585</b>