



February 24, 2025
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. 2025 Farmers Market – Fee and Schedule B. Stinson Farm Reimbursement and Indemnity Agreement (Transportation Improvements)	Wyatt Dunn, Mayor	Approve/alter consent agenda
2.	7:15 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
3.	7:17 p.m.	CZ24.10.01 (<i>Recessed 02-10-2025</i>) A. Assembly of God Conditional Zoning Council Vote B. Statement of Consistency and Reasonableness	Max Hsiang, Planning Dir.	Approve/Deny CZ24.10.01
4.	7:40 p.m.	Annexation 57 – Mill Creek <i>Resolution Directing Clerk to Investigate</i>	Erinn Nichols, Asst. Town Mgr.	Approve resolution
5.	7:45 p.m.	Committee Applications Consideration A. Planning Board – Term ending 03-2028 B. Community Committee – Term ending 03-2026	Erinn Nichols, Asst. Town Mgr.	Appoint applicants
6.	7:50 p.m.	Parks and Recreation <i>Greenway Gates Options</i>	Nick Coffey, Parks and Rec. Senior Maintenance Tech.	Discuss options
7.	8:05 p.m.	Employee Incentive Pay Policy (<i>Council Requested Priority</i>)	Alex Sewell, Town Manager	Approve/Deny Policy
8.	8:15 p.m.	FY25-26 Council Priorities	Alex Sewell, Town Manager	Approve priorities
9.	8:25 p.m.	Private SCM Inspection Fees	Kevin Parker, Engineering Dir.	Discussion
10.	8:35 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Nick Coffey, Senior Maintenance Technician
Date: February 18, 2025
RE: **Farmer's Market Monthly Fee and 2025 Schedule**

2024 Farmers Market Recap

- Summer Market - May 4th (Rained out)- to August 31st
- Fall Market – September 21st, October 5th, and October 11th
- 22 Saturday Markets
- Market Averages – Summer | 65/Shoppers 14/Vendors Fall | 25/Shoppers 5/Vendors
- Fall market was cancelled 2 weeks early due to a lack of vendors for various reasons.
 - Crops destroyed by army worm (due to hurricane)
 - Lack of customers
 - 2 week break lost momentum

Sunny in Stallings Farmers Market 2025 Schedule

For more details, please see attached proposal.

- Market dates: Every Saturday – May 3rd to October 25th (Closed September 13th for 50 Fest)
- 25 Markets
- Fall Pumpkin Patch

Proposed Farmer's Market Monthly Fee

Charge Sunny in Stallings, LLC a rental fee of \$75 a month, paid up front in full \$450.

- Rationale
 - Entice Sunny in Stallings to promote and guarantee vendors for a full market season as promoted.
 - Farmers Market Lot Maintenance

Action Requested

Approve Sunny in Stallings, LLC \$450 annual rental fee.

2025 Stallings Farmers Market Proposal

Market Dates:

- May 3rd, 2025, through October 25th, 2025 (Every Saturday).

Closed Market Day(s):

- September 13th, 2025.

Pumpkin Patch Dates & Times:

- October 11th, 18th, and 25th, 2025, from 8:00 AM to 1:00 PM.
- On October 25, the market will close at 12:00 PM to ensure the lot is cleared by 1:00 PM.

Pumpkin Patch Activities:

- The full market will operate on these dates alongside additional fall activities for children, coordinated and approved by Stallings Parks & Recreation no later than 14 days prior to each event.

Market Operating Hours:

- 8:00 AM to 12:00 PM each Saturday for the entire season.

Inclement Weather Policy:

Sunny Day Markets and Stallings Parks & Recreation will collaborate to decide if the market needs to be canceled due to inclement weather. Decisions will be made 24 hours in advance and communicated via social media to all attendees and emailed to all vendors after decisions have been made.

Vendor Management:

- **Vendor Coordination:** Sunny Day Markets will manage vendor bookings and communications for the "Sunny in Stallings Farmers Market."
 - **Vendor Composition:** 80% of vendors will focus on agriculture-related goods such as produce, meats, and other community essentials. The remaining 20% will include handmade goods such as pottery, crochet, candles, and jewelry.
-

Food Trucks:

- Sunny Day Markets will ensure all food trucks have the required permits, which will be submitted to Stallings Parks & Recreation no less than 48 hours before each market.
-

Sunny Day Markets Employee Responsibilities:

- An on-site representative from Sunny Day Markets will be present at every market for the full duration of set-up, market & breakdown.
 - Responsibilities include setting up Sunny In Stallings tent, providing informational flyers, and managing a speaker system to play music.
-

Insurance:

- Updated 2025 insurance documentation is attached for your review.
-

Rental Fee:

- Rental Fee: \$75 per month, totaling \$450 for the full season, payable to Stallings Parks & Recreation.
-

Stallings Parks & Recreation Duties:

- Assistance with social media marketing to promote opening day, special activities, and closures.
-

Sunny Day Markets sincerely thanks the Town of Stallings and Stallings Parks & Recreation for the opportunity to serve the community. Our mission for 2025 is to make the Sunny in Stallings Farmers Market a staple for the town, offering fresh local produce, meats, health-conscious alternatives, and a platform to support small businesses. We are excited to partner with Stallings Parks & Recreation and look forward to a successful season.

Submitted by:

Sunny Day Markets, LLC

STATE OF NORTH CAROLINA

COUNTY OF UNION

**REIMBURSEMENT AND INDEMNITY
AGREEMENT**

This Reimbursement and Indemnity Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2025 (the “**Effective Date**”) by and between Land Investments, LLC, a North Carolina limited liability company and JLA3, LLC, a North Carolina limited liability company (hereinafter collectively referred to as “**Land Owners**”), and the Town of Stallings, a North Carolina municipal corporation (the “**Town**”).

Recitals

1. Land Owners and the Town are parties to two separate development agreements, one of which was recorded on April 27, 2022 in Book 08464 at Page 0516 of the Union County Public Registry, and the second of which was recorded on April 27, 2022 in Book 08464 at Page 0583 of the Union County Public Registry (hereinafter collectively referred to as the “**Development Agreements**”).
2. The Development Agreements, together with applicable ordinances and regulations, govern the development and use of an approximately 74.268-acre site located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings (the “**Site**”). The parcels of land that comprise the Site are more particularly described in the Development Agreements.
3. Pursuant to the terms of the Development Agreements and the associated traffic impact analysis, the developer of the Site is required to install certain off-site transportation improvements (the “**Off-Site Transportation Improvements**”) that will mitigate the transportation impacts of the development to be located on the Site and provide a public benefit.
4. The Off-Site Transportation Improvements include certain improvements to Idlewild Road.
5. The installation of some of the Off-Site Transportation Improvements requires the acquisition of fee simple title to portions of parcels of land that are not part of the Site (the “**Off-Site Parcels**”) for right of way purposes (the “**Right of Way**”) and the acquisition of temporary and permanent easements across portions of the Off-Site Parcels (hereinafter collectively referred to as the “**Easements**”).
6. Section 13.A. of each Development Agreement provides that “[i]n the event that the Town has the authority to do so, the Town will acquire, at Developer’s sole cost and expense, through eminent domain proceedings, off-site easements for Developer’s water and sewer facilities and off-site right of way and/or easements for Developer’s required off-site transportation improvements. This provision may only be invoked by Developer if Developer has been unable, after commercially reasonable efforts, to secure the necessary easements and/or right of way.”
7. The Town has the authority to acquire the Right of Way and Easements under Section 40A-3(b) of the North Carolina General Statutes, which provides that “[f]or the public use or benefit, the governing body of each municipality or county shall possess the power of eminent domain and

may acquire by purchase, gift or condemnation any property, either inside or outside its boundaries for the following purposes,” which purposes include “(1) [o]pening, widening, extending, or improving roads....”

8. Land Owners have made commercially reasonable efforts to acquire the Right of Way and Easements necessary for the installation of the Off-Site Transportation Improvements. However, despite such commercially reasonable efforts, Land Owners have been unable to acquire some of the Right of Way and Easements necessary for the installation of the Off-Site Transportation Improvements (the “**Unacquired Right of Way and Easements**”).

9. The Town acknowledges that Land Owners have exerted commercially reasonable efforts to acquire the Right of Way and Easements necessary for the installation of the Off-Site Transportation Improvements, including the Unacquired Right of Way and Easements.

10. The Town has agreed to acquire, through its power of eminent domain and at Land Owners’ sole cost and expense, the Unacquired Right of Way and Easements.

11. Land Owners have agreed to pay to the Town the Town’s costs and expenses relating to the Town’s acquisition of the Unacquired Right of Way and Easements.

12. Land Owners have agreed to indemnify, defend and hold harmless the Town, its officers, agents, employees, consultants and representatives as more specifically provided in paragraph 4 below.

13. Accordingly, Land Owners and the Town desire to enter into this Agreement for the purposes of coordinating the Town’s acquisition of the Unacquired Right of Way and Easements through its power of eminent domain and memorializing Land Owners’ obligation to pay to the Town the Town’s costs and expenses relating to the acquisition of the Unacquired Right of Way and Easements through its power of eminent domain and to indemnify the Town, its officers, agents, employees, consultants, special counsel and representatives as more specifically provided in paragraph 4 below.

Statement of Agreement

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

1. **Acquisition of the Unacquired Right of Way and Easements by the Town.** The Town agrees to acquire, through its power of eminent domain and at Land Owners’ sole cost and expense, the Unacquired Right of Way and Easements, all of which are necessary for the installation of the Off-Site Transportation Improvements. The Unacquired Right of Way and Easements are more particularly listed and described on **Exhibit A** attached hereto and incorporated herein by reference. **Exhibit A** may be modified by the mutual consent of the parties after the complete execution of this Agreement, including to remove Off-Site Parcels from the terms of this Agreement or to add Off-Site Parcels that will be subject to the terms of this Agreement. Any revised **Exhibit A** must be signed by the parties and attached to this Agreement.

2. **Reimbursement of the Town’s Costs and Expenses.** Land Owners shall reimburse the Town for all costs and expenses incurred by the Town relating to the Town’s acquisition of the Unacquired Right of Way and Easements, including the compensation paid to the owners of the

relevant Off-Site Parcels, the costs and expenses relating to any eminent domain proceedings and reasonable attorney’s fees. The Town will prepare and provide to Land Owners a monthly invoice summarizing the costs and expenses incurred by the Town during the preceding month, which costs and expenses will include attorney’s fees and the time devoted to this matter by the Town’s employees, outside experts and consultants. Land Owners will pay any such invoice within thirty (30) days of its receipt of such invoice.

3. Reports, Surveys and Appraisals. To facilitate the Town’s acquisition of the Unacquired Right of Way and Easements, Land Owners will provide to the Town all reports, surveys and appraisals in its possession relating to the Unacquired Right of Way and Easements. At the sole discretion of the Town Attorney, the Town may obtain new and/or additional reports, surveys and/or appraisals, and Land Owners shall reimburse the Town for the costs and expenses for the new and/or additional reports, surveys and/or appraisals.

4. Indemnification. Land Owners shall indemnify, defend and hold harmless the Town, its officers, agents, employees and representatives (the “**Indemnified Parties**”) from and against any loss, liability, damage, cost, expense (including, without limitation, reasonable attorney’s fees) or claim of any kind incurred by one or more of the Indemnified Parties and arising from the Town’s acquisition of any property interest in one or more of the Off-Site Parcels through its power of eminent domain. Notwithstanding the foregoing, Land Owners’ obligation to indemnify and hold the Indemnified Parties harmless shall not extend to any claims, losses or damages arising from the gross negligence or willful misconduct of any of the Indemnified Parties.

5. Time is of the Essence. The Town and Land Owners agree that time is of the essence in the performance of the parties’ obligations hereunder.

6. Notices/Invoices. Any notice, invoice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by email, personal delivery or by independent courier service or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, invoices, demands, requests, consents, approvals or communications shall be addressed to:

The Town at: Town of Stallings
 c/o Town Manager
 315 Stallings Road
 Stallings, NC 28104
 asewell@stallingsnc.org

Land Owners at: Land Investments, LLC
 Attention: Terry Williams
 1341 East Morehead Street, Suite 201
 Charlotte, NC 28204
 twilliams@withrowcapital.com

JLA3, LLC

c/o John L. Armistead, III
2121 Bucknell Avenue
Charlotte, NC 28207
john.armistead3@gmail.com

7. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
8. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
9. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
10. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

LAND INVESTMENTS, LLC, a North Carolina limited liability company

By: Withrow Capital, Inc., a North Carolina corporation,
Its Manager

By: _____
Name: Terry L. Williams
Title: President

JLA3, LLC, a North Carolina limited liability company

By: _____
Name: John L. Armistead, III
Title: Manager/Owner

TOWN OF STALLINGS, NORTH CAROLINA

By: _____
Name: Wyatt Dunn
Title: Mayor

ATTESTED BY:

Erinn E. Nichols, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

EXHIBIT A

[Insert Exhibits for Off-Site Parcels remaining at time of execution]



MEMO

To: Mayor and Town Council
From: Max Hsiang, Planning Director
Date: 02/25/2025
Re: CZ24.10.01 – Conditional Zoning Request for Assembly of God

Overview

Assembly of God has submitted a request to rezone their property at 6800 Stevens Mill Rd (Parcel #07054002J) from Single-Family Residential (SFR-1) to Conditional Zoning - Mixed Use 1 (CZ-MU-1). The 24.475-acre property is currently used for a daycare and religious purposes, which are not permitted under the existing SFR-1 zoning. The rezoning request aims to allow for continued and expanded use of these facilities under the CZ-MU-1 designation.

At the February 20, 2025 meeting, surrounding property owners (located in Indian Trail) raised concerns about dirt bike noise on the site. As a result, the Council tabled the discussion to February 24, 2025, to conduct further research. The applicant has since responded, proposing a compromise for dirt bike usage, which is outlined below.

Staff Conditions

1. Lighting Restrictions:
 - Exterior lighting must not directly illuminate neighboring properties.
 - If additional lighting is required, a detailed lighting plan must be submitted, outlining the illuminated area. Alternatively, landscaping may be installed to prevent light spillover onto other properties, as determined by the Development Administrator.
2. Permitted Uses:
 - Daycare centers, religious institutions, and schools, including accessory structures such as playgrounds and recreation fields, are permitted.
 - Expansion of existing uses is allowed, subject to site plan review and applicable ordinances. However, mobile trailers for classrooms are not permitted.
 - All requirements of the MU-1 zoning district and Stallings Development Ordinance must be met unless explicitly modified by these conditions.
3. Greenway and Easement:
 - The portion of the greenway within the floodplain is exempt from construction.
 - An easement for a future greenway path, as outlined in the Parks and Recreation Greenway Master Plan, must be dedicated to the Town of Stallings before daycare construction begins.
4. Traffic Impact:
 - A trip generation study must be submitted during the site plan review process.
 - Any future expansion of the site will require an additional trip generation study, and if traffic increases meet TIA ordinance thresholds, a Traffic Impact Analysis (TIA) will be required.
5. Additional Conditions:
 - The development must adhere to the initial concept plan submitted for approval. The Development Administrator may approve minor modifications.
 - All necessary permits must be obtained from the State, County, and Town as applicable.
 - The applicant must obtain a Zoning Compliance Certificate from the Town before occupying any new buildings.
 - Approval is valid for five years from the date of issuance, until vested rights are established.

- Fully metal buildings are not permitted on-site.
-

Dirt Bike Concerns & Applicant's Proposal

At the previous Council meeting, residents expressed concerns about dirt bike noise from the property. The applicant has proposed a compromise, suggesting a designated riding schedule to minimize disruption to neighbors. Typical riding sessions last 1.5 – 2 hours.

Proposed Riding Schedule Options:

- Saturdays & Sundays: Between 11:00 AM – 5:00 PM or 2:00 PM – 7:00 PM (Staff recommended option)
Or
- Weekdays: Between 3:00 PM – 7:00 PM

The applicant is seeking input from the Town on whether these hours are acceptable or if further adjustments are necessary.

Staff Recommendation

Staff recommends approval of CZ24.10.01, including the proposed staff conditions. While the request is technically inconsistent with the Future Land Use Plan, it is reasonable because:

1. The zoning change does not alter the current use of the property and will not negatively impact the surrounding area.
2. Floodplain restrictions naturally limit future development.
3. Maintaining the existing use ensures that surrounding properties remain protected.

The dirt bike concern requires Council discussion to determine whether the proposed riding schedule is acceptable or if further restrictions should be considered.

Next Steps

- Council Decision on Rezoning Request (CZ24.10.01)
- Discussion and Decision on Dirt Bike Usage Proposal



Statement of Consistency and Reasonableness

ZONING AMENDMENT: CZ24.10.01

REQUEST: Assembly of God seeks a conditional zoning change from SFR-1 to CZ-MU-1 for their 24.475-acre property at 6800 Stevens Mill Rd to accommodate existing non-permitted daycare and religious uses.

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 conditional zoning amendment is consistent/inconsistent and reasonable/unreasonable 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/DENIES** the proposed amendment and stated that the Town Council finds and determines that the conditional zoning amendment is consistent/inconsistent and reasonable/unreasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan for the following reasons:

- 1) The proposed zoning change will not alter the current use of the property and will not impact the surrounding area.
- 2) The floodplain limits future development on the property.
- 3) Maintains the current use protects surrounding properties.

Adopted this the __ day of _____, 2025.

Mayor

Attest:

Town Clerk



**Resolution Directing the Clerk to Investigate
a Petition Received under N.C.G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition (Parcel No.: 07105005A) northerly margin of Independence Boulevard (US Highway 74) was received on February 14, 2025, by the Town of Stallings; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Stallings deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stallings that:

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation.

Approved this the 24th day of February, 2025.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Nick Coffey, Senior Maintenance Technician
Date: February 18, 2025
RE: **Blair Mill Greenway Safety Gate Design Concerns and Recommendations**

Background/Issue:

Following the recent installation of safety gates at Blair Mill Greenway, concerns have been raised regarding the gates' visual impact. Specifically, the current design unintentionally gives the illusion that the greenway is closed from the road, which may discourage public use.

Existing Gate Design:

- **Dimensions:** Two 8 ½' swivel gates, approximately 4' high.
 - **Materials:** Black iron posts with a 1 ¼" pipe.
 - **Functionality:** 180-degree rotation with a locking pin to allow vehicle access when necessary and to slow cyclists from pedaling directly onto the road.
-

Proposal/Solution:

After meeting with staff and reaching out to other entities, the Parks and Recreation Department has developed several ideas to improve the appearance and functionality of the gates:

Recommended Enhancements

1. **Signage and Wayfinding:**

- Place clear and welcoming signage near the gates to clarify that the greenway is open, with arrows pointing toward the path. Use words such as "Welcome to Blair Mill Greenway – Open for Walking, Cycling, and Exploring!"



2. Enhance Current Gates:

- Add perforated panels with cutouts in the shape of trees, Greenway logo, or Town of Stallings logo to create a visually dynamic and unique design while maintaining functionality.



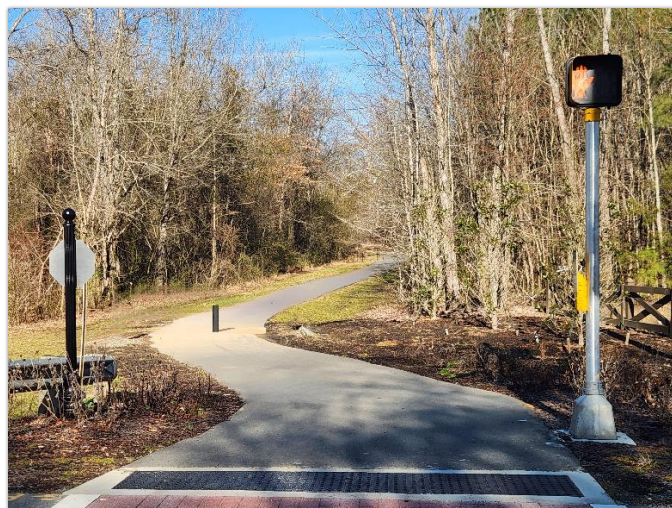
3. Art Installations:

- Commission a local artist to design and install public art on or near the gates, such as a sculpture that reflects the community or greenway's natural themes.
- Move existing geometric shapes from Stallings Municipal Park to this space



4. Removal of Gates:

- Return greenway to its previous state, relocate or repurpose gates, reinstall collapsible bollard to prevent vehicle entry.



5. Speed Humps:

- Remove gate system (relocate/repurpose), reinstall collapsible bollard to prevent vehicle entry.
- Install speed humps in place of gates, spaced to allow ADA access. Going over or around humps would naturally slow users.



Requested Actions:

Recommend the Parks and Recreation Department move forward with the implementation of a specific option or a combination of presented options.



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Erinn Nichols, Assistant Town Manager
Date: February 19, 2025
RE: **Employee Incentive Pay Policy**

Background:

During the 2024 Council Annual Retreat and, therefore, consequently per the 2024 Council Priorities & Action Strategies, Council requested staff present an Employee Incentive Pay Policy for consideration.

“Evaluate employee cost-savings incentive programs by 6/30/25.”

Policy Summary:

There were many challenges in creating this policy as the Town of Stallings is not for profit with only a few departments/individuals initiating purchases. Upon consulting with Curt Walton, the attached proposed policy for Employee Incentive Pay was developed which allows for equity and validation for all employees. In any given year, no employee would receive more than \$600 under this policy.

Next Steps:

Council review policy and suggest any changes to Staff. The policy, with any revisions, will be brought back to Council for adoption in March if Council consents.

Town of Stallings Employee Incentive Pay Policy

Purpose

This policy outlines the criteria and process for awarding incentive pay to eligible employees based on the unassigned general fund balance surplus remaining at the end of the fiscal year.

Policy Statement

The Town of Stallings aims to recognize and reward employee contributions to financial efficiency. Incentive pay will be distributed to eligible employees based on the verified unassigned general fund balance surplus after the completion of the fiscal year audit.

Eligibility Criteria

1. **Employment Status:** Only non-probationary employees who have been employed for a minimum of 12 months as of the end of the fiscal year are eligible for incentive pay.
2. **Performance Requirements:** Employees must meet or exceed performance expectations as determined by their latest performance review to qualify for incentive pay.

Incentive Pay Details

1. **Funding Source:** Incentive pay will be funded from the unassigned general fund balance surplus remaining at the end of the fiscal year, contingent upon verification through the annual fiscal audit.
2. **Payment Cap:** Incentive pay amount will be 2% of unassigned general fund balance surplus remaining at the end of the fiscal year, not to exceed \$600 per eligible employee per fiscal year.
3. **Distribution Timing:** Payments will be disbursed within 60 days following the verification of the fiscal year audit when presented to the Council.

Effective Date

This policy is effective as of _____, 2025.



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: February 24, 2025.
RE: Private SCM Inspection Fees

Background on the MS4 Permit & SCM Requirements

As part of the Town of Stallings' compliance with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit, we are required to ensure proper management of stormwater within our jurisdiction. The MS4 permit mandates that the Town implement programs to reduce pollutants in stormwater runoff, including inspection and maintenance oversight of Stormwater Control Measures (SCMs) on both public and private properties.

SCMs are engineered structures—such as detention ponds, bioretention cells, permeable pavement, and sand filters—designed to control the quantity and improve the quality of stormwater runoff. Regular inspections and proper maintenance are essential to ensure these systems function as intended and do not contribute to downstream flooding or pollution.

Currently, the Town inspects its publicly owned SCMs but does not have a formalized approach for the inspection and enforcement of privately owned SCMs, despite our permit obligations. **To maintain compliance and ensure adequate stormwater management, staff is seeking direction from Council on how to proceed with applying an additional storm water fee to cover the costs of these SCM Inspections.**

Current Stormwater Fee Structure

The Town of Stallings funds stormwater management activities through an established stormwater utility fee. This fee applies to all developed properties based on impervious surface area. Currently, the Town's stormwater fee structure is as follows:

- Residential Parcels: Flat rate per parcel - \$67 annually
- Commercial Parcels: Flat rate based on impervious surface area called an Equivalent Residential Unit (ERU) - \$67 ERU annually.

Example of a Non-Residential Storm Water Fee Calculation

1 ERU = 2,060 square feet of impervious surface area

Impervious Surface Area: 20,600 square feet

ERUs: 10

Yearly Fee: \$670

At this time, there is no additional stormwater fee associated with privately owned SCMs to account for the cost of their inspections.

Staff Recommendation

To ensure compliance with our MS4 permit and provide an equitable means of funding these necessary inspections, staff recommends the following approach:

1. Hire a consultant to perform annual inspections of privately owned SCMs to ensure compliance with permit requirements.
 - Approximately 50 Private SCMs in Stallings.
2. Apply an additional stormwater fee per SCM to each applicable parcel to cover the cost of inspections.

This methodology ensures that property owners that own SCMs contribute directly to the cost of maintaining compliance. However, Staff is seeking Council's approval and/or feedback before developing a detailed plan.

Alternative Approach

An alternative to the parcel-specific SCM fee would be to raise the stormwater fee uniformly across all parcels (residential and commercial) to fund these inspections. While this approach distributes the cost more broadly, it does not directly tie the fee increase to properties with SCMs that require inspection.

Request for Council Direction

Before moving forward, staff requests Council's input on the following:

- Does Council support the recommended methodology of assigning an additional stormwater fee to parcels with SCMs to cover the cost of inspections?
- Would Council prefer the alternative approach and apply a uniform fee increase across all parcels instead?
- Are there any other considerations Council would like staff to explore before proceeding with implementation?

Next Steps: Pending Council's direction and feedback, staff will analyze and develop a detailed SCM Inspection Fee Schedule and present a proposal for formal adoption.