



**January 13, 2025**  
 Stallings Government Center  
 321 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://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. Minutes from the following meetings: (1) 12-09-2024 B. Amended Budget Ordinance 8 – NCDOT funds C. Amended Budget Ordinance 9 – Civil Penalties D. Amended Budget Ordinance 10 – Powell Bill E. Spring 2025 Microsurfacing Contract	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:45 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
4.	7:47 p.m.	Parks and Recreation A. Budgeted Playground Replacement at Stallings Park B. Park Rules and Regulation Ordinance Information C. Programming Prioritizing Stallings Residents	Eunice Donnelly, Parks and Recreation Dir.	A. Approve replacement B. Approve suggested verbiage C. Information
5.	8:10 p.m.	Police Department Temporary Overtime Position	Dennis Franks, Police Chief	Approve position
6.	8:20 p.m.	Stevens Mill Greenway Entrance Gate (Richardson)	Brad Richardson, Council Member	Information and Discussion

7.	8:30 p.m.	<b>Attached Garages and Accessory Structures (Wojtowicz)</b>	Laurie Wojtowicz, Council Member	Information and Discussion
8.	8:40 p.m.	<b>Closed Session Pursuant to NCGS 143- 318.11(a)(3)</b>	Wyatt Dunn, Mayor	Recess into closed session
9.	8:55 p.m.	<b>Adjournment</b>	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 December 9, 2024, at 6:15 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, Graham Hall, Brad Richardson and Laurie Wojtowicz.

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; Justin Russell, Associate Engineer; Matt Dillard, Code Enforcement Officer; Jessie Williams, Finance Officer; 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 then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Craig Cox, 5235 Goldcrest Drive, heard there was a grievance about his property and the garage he built on his property. He stated everything that was required for the garage approval was submitted and passed. Mr. Cox was upset about people being mad about his garage even though he followed all the rules and had all the required permits. He hoped that the Council would put an end to the harassment.

Ray Kirby, 15601 Knollwood Place, was present to speak on Mr. Cox's garage built in his neighborhood. Another neighbor could not build a garage because it was not attached to the primary structure but yet Mr. Cox could have the garage he built because it was attached. He did not like there was no criteria as to what attached meant. Mr. Kirby felt the Town needed to do something about the garage and how it was allowed. He stated he had not harassed anyone.

*Council Member Graham Hall arrived at 6:27 p.m.*

1. Consent Agenda

A. Minutes from the following meetings:

- (1) 11-12-2024
- (2) 11-25-2025 – special
- (3) 11-25-2025 – closed – 1 of 2
- (4) 11-25-2025
- (5) 11-25-2024 – closed – 2 of 2

B. ARPA Documents – FINAL

C. Pondering Mitigation Project

#### D. Vickie Lane and Greenbriar Drive Hydrologic Study

Mayor Dunn requested removing Consent Agenda Item 1.C., *Ponding Mitigation Project*, and place it on the regular Agenda. Council Member Richardson made the motion to approve the Consent Agenda with the above noted change. The motion was approved by Council after a second from Council Member Scholl. The *ARPA Documents, Project Ordinance*, is attached to these minutes and therefore incorporated herein.

## 2. Reports

### A. Report from Mayor

Mayor Dunn reported that the Parks and Recreation Department did a great job with the Christmas Tree Lighting the previous weekend.

### B. Report from Council Members/Town Committees

Council Members Hall, Wojtowicz, and Ayers had no reports.

Council Member Scholl reported that he attended the Annual Union County Chamber of Commerce Gala.

Council Member Richardson had no report.

### C. Report from Town Manager/Town Departments

Town Manager Sewell reported on the following:

- The Christmas Tree Lighting in Stallings Park was a successful event and commended the Parks and Recreation Staff.
- Budget Line Items Transfer Report for November was submitted to the Council. The *Budget Line Items Transfer Report for November* is attached to these minutes and therefore incorporated herein.

## 3. Agenda Approval

Mayor Dunn requested Council add Consent Agenda Item 1.C., *Ponding Mitigation Project*, as Agenda Item 11.A. Council Member Ayers requested adding Agenda Item 11.B. as *Maternity Leave*.

Council Member Wojtowicz made the motion to approve the Agenda with the changes above. The motion was seconded by Council Member Ayers and passed unanimously.

## 4. Bolton and Menk – Silver Line Integration Final Draft Presentation

Planning Director Max Hsiang introduced Dylan McKnight and Allen Davis with Bolton and Menk. Mr. McKnight walked the Council through the Silver Line Integration Final Draft Presentation. The Silver



Line Integration Final Draft Presentation is attached to these minutes and therefore incorporated herein.

5. Audit Presentation

Finance Officer Jessie Willaims introduced Emily Mills, CPA and Partner, with Potter and Co. who was in attendance to explain the audit to the Council. Ms. Mills issued an unmodified opinion (a clean opinion) to the Town, the highest level of assurance that could be issued from an independent audit. Potter and Co. had no findings with the Town's compliance but did note a financial statement finding due to miscalculations of payroll for three employees and the overpayment of separation allowance. The Local Government Commission (LGC) performance indicators required the Town respond to the payroll miscalculations and overpayment of separation allowance and a budget violation for IT subscriptions of cameras in the park within 60 days of Ms. Mills report. The LGC requested no modifications for the financial statements. Finance Officer Williams would be sending the response to LGC with the Council signatures.

The FY2023-24 Audit for the Town of Stallings is available for inspection in the Town's Finance Office per the North Carolina Department of Archives Retention Schedule.

6. TX24.11.01 – Brewery and Similar Definitions

A. Clarify and expand brewery and similar definitions

Mayor Dunn opened the public hearing. Planning Director Hsiang explained this was a staff proposal to add and update definitions to the Stallings Development Ordinance to clarify and expand upon existing language to ensure accurate interpretation and enforcement of the ordinance, particularly regarding emerging businesses and trends in the food and beverage industry. The Planning Board recommended approval with the condition that the definitions remain consistent with a maximum distribution of 75%. Staff also recommended approval of the amendment. Staff's Report for TX24.11.01 – Brewery and Similar Definitions is attached to these minutes and therefore incorporated herein.

No public was present to speak on the item. Mayor Dunn closed the public hearing. Council Member Richardson made a motion to approve the TX24.11.01 – Brewery and Similar Definitions to which Council Member Scholl seconded. The motion received Council's unanimous approval.

B. Statement of Consistency and Reasonableness

Council Member Scholl made a motion to approve the Statement of Consistency and Reasonableness for TX24.11.01 – Brewery and Similar Definitions. The motion received Council's

unanimous approval after a second from Council Member Ayers. The *Statement of Consistency and Reasonableness for TX24.11.01 – Brewery and Similar Definitions* is attached to these minutes and therefore incorporated herein.

7. TX24.11.02 Local Government Exemptions

A. Local Government Exemptions

Mayor Dunn opened the public hearing. Planning Director Hsiang explained Staff was requesting properties owned by local governments be exempted from Article 15 Special Events and Temporary Structure and Article 21 Open Space which were essential for efficient service delivery and fiscal responsibility. The Planning Board recommended approval of TX24.11.02 and recommended that the Town Council look into installing the Streetscape on Town-owned property. Staff also recommended the amendment. Staff's Report for TX24.11.02 Local Government Exemptions is attached to these minutes and therefore incorporated herein.

No public was present to speak on the item. Mayor Dunn closed the public hearing. Council Member Richardson made a motion to approve TX24.11.02 Local Government Exemptions with the change of "properties owned by the Town of Stallings" instead of "properties owned by local governments" to which Council Member Scholl seconded. The motion received Council's unanimous approval.

B. Statement of Consistency and Reasonableness

Council Member Ayers made the motion to approve the Statement of Consistency and Reasonableness for TX24.11.02 Local Government Exemptions. Council Member Hall seconded the motion to which Council approved unanimously. The *Statement of Consistency and Reasonableness for TX24.11.02 Local Government Exemptions* is attached to these minutes and therefore incorporated herein.

8. Organizational Meeting Items

A. Appointment of Union County Public Schools Liaison

Mayor Dunn suggesting appointing Council Member Scholl as the Union County Public Schools Liaison. Council Member Richardson made the motion to appoint Council Member Scholl as the Union County Public Schools Liaison which was seconded by Council Member Ayers. The motion received Council's unanimous support.

B. Appointment of QUAD Alliance Liaison

Council Member Richardson made the motion to appoint Mayor Dunn as the QUAD Alliance Liaison . The Council unanimously approved this motion after a second from Council Member Hall.

C. Charlotte Regional Transportation Planning Organization (CRTPO) alternate delegate

The motion was made by Council Member Scholl to appoint Council Member Richardson as the CRTPO delegate and Mayor Dunn as the CRTPO alternate delegate. Council Member Ayers seconded the motion to which the Council unanimously approved.

D. Appointment of Centralina Regional Council (CRC) delegate and alternate

Council Member Ayers made the motion to appoint Council Member Scholl as the CRC delegate and Council Member Ayers as the CRC alternate delegate. The Council unanimously approved this motion after a second from Council Member Richardson.

E. Approval of 2025 Meeting Schedule

Council Member Richardson made the motion to approve the 2025 Meeting Schedule. The motion received Council's unanimous support after a second from Council Member Hall.

F. Approval of 2025 Holiday Schedule

Council Member Richardson made the motion to approve the 2025 Holiday Schedule. The motion received Council's unanimous support after a second from Council Member Ayers.

9. Fund Balance Policy

Finance Officer Jessie Williams explained that previously the Town Council implemented a minimum fund balance of 20 percent for the General Fund, and while this had been adhered to, no formal policy had been adopted stating such. The Council also held discussions during the FY2025 budget process regarding the appropriate amount of unrestricted fund balance to maintain. At that time, Council decided that a fund balance policy should be adopted by December 31, 2024.

The Local Government Commission's (LGC) most recent recommendations regarding a minimum threshold of fund balance available established new grouping categories for performance indicators used to compare the municipalities against one another, each with their own minimum thresholds for fund balance available. Based on the Town's adjusted expenditure calculation used most recently by the LGC for this performance indicator, the Town of Stallings fell into the grouping with a recommended minimum fund balance threshold of 34% for the General Fund.

Staff requested the adoption of a Fund Balance Policy to bring the Town into alignment with the LGC's recommendation as well as maintain enough funding adequate to sustain operational expenses for approximately six months.

After Council discussion, Council Member Richardson made the motion to approve the Fund Balance Policy changing the minimum unrestricted Fund Balance percentage for the General Fund from 50% to 34%. The motion was seconded by Council Member Scholl to which Council approved unanimously. The Fund Balance Policy is attached to these minutes and therefore incorporated herein.

#### 10. Police Department Updated Incentive Program

##### A. Fitness

Chief Dennis Franks explained that he was requesting the addition of two incentives to the Police Department Incentive Program which the Council approved and funded in January 2022 for officers acquiring specific training, certifications, and education. The first was a fitness incentive if the officer passed a fitness test which was broken down by age and gender. The fitness incentive would be \$500 if passed and an officer could complete annually.

##### B. Drug Recognition Expert

The second incentive was an incentive for being certified as a Drug Recognition Expert (DRE). A DRE certification required support from the District Attorney and local Police Chief; recommendation by another DRE; 80 hours of pre-requisites; 80 hours of instruction; and completion of in-the-field certifications. There were less than 200 DREs certified in North Carolina. The DRE certification incentive would pay \$1200 annually.

No additional funding was needed to add either new incentive as the current incentive budget line could accommodate.

Council Member Scholl made the motion to approve the Police Department Updated Incentive Program to include the Fitness incentive and the Drug Recognition Expert incentive. The motion received Council's unanimous support after a second from Council Member Hall.

#### 11. Aqua Sewer Plant (Hall)

Council Member Hall explained that as the District 1 Representative, he received a lot of complaints about the smell of the Aqua Sewer Plant, especially from Country Woods East. He understood the issue predated his position on the Council and that the supervision of sewer plants was the responsibility of the state, however he requested the Council revisit the issue.

Town Manager Sewell further clarified that the Town tried to enforce on a local level but had no authority to regulate sewer plants. The Town had told the state about the complaints and the Mayor had sent letters to NCDEQ asking for help in the past to try to hold Aqua accountable.

Council held consensus to have Staff draft another letter about the smells from the Mayor to be sent to the new governor, other state elected officials, AQUA representatives, and NCDEQ. Staff would send the letter once the new governor is inaugurated.

11.A. Ponding Mitigation Project

*This item was pulled from the Consent Agenda 1.C. and added to the Regular Agenda.*

Mayor Dunn asked a few questions about specific roads listed on the project. Associate Engineer Russell clarified that some roads were on the project due to the fact that not only was the ponding on the road a safety hazard, but the ponding could also freeze, penetrating the asphalt therefore causing the road to disintegrate.

Council Member Richardson made the motion to approve the Ponding Mitigation Project to which Council Member Ayers seconded. The motion received Council's unanimous support.

11.B. Maternity Benefits (Ayers)

Council Member Ayers requested the staff investigate maternity leave policy and benefits to learn what other municipalities offer. Council held consensus on this matter.

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 8:18 p.m.

Approved on \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC



# MEMO

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To: Mayor Dunn and Stallings Town Council  
Via: Alex Sewell, Town Manager  
From: Jessie Williams, Finance Officer  
Date: January 13, 2025  
RE: **Amended Budget Ordinance No. 8**

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Water meters are being installed at the Monroe Expressway for landscaping irrigation. NCDOT is covering the cost of installation, while the Town will cover the costs of ongoing operations once installed. NCDOT cut a check to the Town for the installation costs and the Town is using these funds to pay Union County for the installation. Therefore, these funds need to be recognized in the budget.

Requested Action:

Adoption of attached Amended Budget Ordinance 8

**AMENDED BUDGET ORDINANCE – NO. 8**  
**TOWN OF STALLINGS, NORTH CAROLINA**  
**FISCAL YEAR 2024-2025**

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the budget for fiscal year 2024-2025 is hereby amended as set forth below:

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<b><u>General Fund:</u></b>				
<b><u>Revenue Budget</u></b>				
NCDOT - Revenue for Reimb Exp	10-20-3430-300	\$ 10,584	\$ -	\$ 10,584
<b><u>Expense Budget - Transportation</u></b>				
Miscellaneous	10-20-4510-049	\$ 10,584	\$ 800	\$ 11,384

Explanation: To recognize funds received from NCDOT for the Monroe Expressway Landscaping.

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

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

ADOPTED this 13th day of January 2025.

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

\_\_\_\_\_  
Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney, Cox Law Firm, PLLC



# MEMO

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To: Mayor Dunn and Stallings Town Council  
Via: Alex Sewell, Town Manager  
From: Jessie Williams, Finance Officer  
Date: January 13, 2025  
RE: **Amended Budget Ordinance No. 9**

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Civil penalties were assessed to Stallings Farm Investment, LLC totaling \$33,700. Town Council approved a 50% reduction on October 28, 2024. Full payment for the remaining 50% in the amount of \$16,850 was received on November 12, 2024.

In addition, a single-family residential property on Goldcrest Drive incurred penalties totaling \$4,000 for disturbing 17,540 square feet without a permit. Town ordinance allows the Planning Director to permit 10,000 square feet of tree removal without a permit, resulting in a reduced fine of \$1,730. Payment for the reduced amount was received on December 23, 2024.

These revenues are being recognized in the budget to offset accounting expenses. Generally accepted accounting principles (GAAP) cover the concepts of allowance for bad debt and bad debt expense, which require that the full amount of assessed penalties be recorded as revenue and write offs are posted as bad debt expense. While no funds are being paid out, the required accounting will result in an expense posting to a line item with no budget. To maintain compliance with North Carolina statute, a budget amendment is necessary to ensure the Planning & Zoning Department's expenses do not exceed the budgeted amount.

Requested Action:

Adoption of attached Amended Budget Ordinance 9



**AMENDED BUDGET ORDINANCE – NO. 9**  
**TOWN OF STALLINGS, NORTH CAROLINA**  
**FISCAL YEAR 2024-2025**

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the budget for fiscal year 2024-2025 is hereby amended as set forth below:

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<b><u>General Fund:</u></b>				
<b><u>Revenue Budget</u></b>				
Civil Citations	10-40-3491-405	\$ 19,120	\$ 1,000	\$ 20,120
<b><u>Expense Budget - Planning &amp; Zoning</u></b>				
Civil Citation Settlements	10-40-4910-405	\$ 19,120	\$ -	\$ 19,120

Explanation: To recognize funds received for assessed civil penalties and to record the corresponding write offs.

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

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

ADOPTED this 13th day of January 2025.

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

\_\_\_\_\_  
Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney, Cox Law Firm, PLLC



# MEMO

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To: Mayor Dunn and Stallings Town Council  
Via: Alex Sewell, Town Manager  
From: Jessie Williams, Finance Officer  
Date: January 13, 2025  
RE: **Amended Budget Ordinance No. 10**

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The FY 2025 budget was adopted with \$500,000 in Powell Bill revenues. These funds are received in two allocations annually, both of which have been received and totaled \$560,939. As such, the additional \$60,939 needs to be recognized in the budget, so the funds are available to spend.

In addition, FY 2024 ended with Powell Bill funds remaining. This restricted fund balance needs to be appropriated in the budget, so these funds are available to spend as well.

Requested Action:

Adoption of attached Amended Budget Ordinance 10

**AMENDED BUDGET ORDINANCE – NO. 10**  
**TOWN OF STALLINGS, NORTH CAROLINA**  
**FISCAL YEAR 2024-2025**

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the budget for fiscal year 2024-2025 is hereby amended as set forth below:

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<b><u>General Fund:</u></b>				
<b><u>Revenue Budget</u></b>				
Powell Bill Allocation	10-00-3316-300	\$ 60,939	\$ 500,000	\$ 560,939
Fund Balance Appropriation - Powell Bill	10-99-3991-610	\$ 143,357	-	\$ 143,357
<b><u>Expense Budget - Planning &amp; Zoning</u></b>				
Paving/Resurfacing	10-20-4610-062	\$ 204,296	\$ 450,000	\$ 654,296

Explanation: To recognize additional Powell Bill funds received in current year and to appropriate remaining Powell Bill funds from prior year.

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

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

ADOPTED this 13th day of January 2025.

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

\_\_\_\_\_  
Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney, Cox Law Firm, PLLC



# MEMO

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To: **Mayor and Town Council**  
Via: Alex Sewell, Town Manager  
From: Kevin Parker, P.E., Town Engineer  
Date: January 13, 2025.  
RE: Spring 2025 Microsurfacing Contract Approval

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## **Background:**

The Town of Stallings continues its commitment to maintaining and improving roadway infrastructure. For Spring 2025, the Town plans to proceed with a Microsurfacing program to preserve pavement conditions on designated streets.

In accordance with NCGS §143-129, staff formally advertised the FY 2025 Microsurfacing Contract at the beginning of December 2024. Slurry Pavers, Inc. was the sole bidder for this project.

## **Bid Results:**

- Bidder: Slurry Pavers, Inc.
- Amount: \$548,904.60

Slurry Pavers, Inc. has successfully completed similar projects for Stallings and other municipalities and is recognized for its high-quality work in pavement preservation. As the sole and lowest bidder, their proposal meets the Town's requirements.

## **Project Details:**

- The project will commence in Spring 2025, with completion anticipated by May 2025.
- Approximately 5.7 total miles of roadways receiving treatment.
- The Contractor is required to provide a presentation at the March 2025, Storm Water and Infrastructure Committee (SIC) Meeting.
  - This meeting will be advertised to residents in the affected subdivisions.

## **Action Requested:**

Staff respectfully requests Council to authorize the Town Manager to execute the FY 2025 Microsurfacing Contract with Slurry Pavers, Inc. in the amount of \$548,904.60.

Bid Set No. 1

Bidder Slurry Pavers, Inc.



**PROJECT MANUAL**

**FOR**

**FY 2024-2025 TOWN OF STALLINGS**

**PAVEMENT PRESERVATION & REPAIR PROGRAM  
(Formal Bid Process)**

Town Council: David Scholl, Mayor Pro-Tempore  
Graham Hall  
Traylor-Rae Drake  
Steven Ayers  
Laurie Wojtowicz  
Brad Richardson

Mayor: Wyatt Dunn  
Town Manager: Alex Sewell

Date: 12/03/2024

**SOLICITATION FOR BIDS**

**December 3, 2024**

The Town of Stallings invites qualified construction contractors to submit bids for the Town of Stallings' FY 2025 Pavement Preservation and Repair Program to complete micro surfacing on several roadways located in the Town of Stallings.

Bids are due **no later than 2:00 P.M. local time on** Wednesday, December 11, 2024, to the following address:

FY 2025 Pavement Preservation and Repair Program Bid Package  
c/o Justin Russell, Associate Engineer  
Town of Stallings  
Engineering Department  
315 Stallings Road  
Stallings, NC 28104

The bid opening will occur on Wednesday, December 11, 2024, at 2:05p.m. at the following address:

Second Floor of Stallings Town Hall  
315 Stallings Road  
Stallings, NC, 28104

If three bids are not received by the Wednesday, December 11, 2024, deadline, the Town will re-advertise for bids beginning on Wednesday, December 11, 2024, with a submission deadline of Thursday, December 19, 2024, at 2:00 p.m. The contractor(s) may choose to leave their unopened bid(s) with the Town to hold until the second and final bid opening that will occur on Thursday, December 19, 2024, at 2:05 p.m.

Upon verification of each bid's accuracy and completeness, the lowest bidder shall be awarded the contract.

For any questions related to the bid package please contact:

Kevin Parker, Engineering Director  
[kparker@stallingsnc.org](mailto:kparker@stallingsnc.org)  
704-821-0309

Justin Russell  
[jrussell@stallingsnc.org](mailto:jrussell@stallingsnc.org)  
704-821-0321

***The following Contract Special Provisions contains the formatting, content, and other requirements for a bid. Any bids received after the date and time listed above will be rejected and returned unopened***

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**CONTRACT SPECIAL PROVISIONS**  
**FY 2025 Town of Stallings**  
**Pavement Preservation Project (Formal Bid Process)**

If there is any conflict between the special provision and any standard specifications the special provisions shall take precedence.

**CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed, and **the project must be completed and fully invoiced by May 1, 2025.**

**CONTRACT TIME EXTENSION**

(Contract Time Extensions and Apportionment of Liquidated Damages NCDOT section 108-12)  
The Contractor's attention is directed to article 108-10 through 108-13 in the NCDOT standard specifications in respect to completion time, liquidated damages, and termination of contract. The completion date may be extended at the written approval of the Town Engineer, due to extreme weather conditions or any delay to utility repairs.

**GUARANTEE**

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Town. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of accepted repair of the item.

The performance bond will be held as the guarantee for the one (1) year period following the completion of the project.

**LIQUIDATED DAMAGES**

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" by the Town of Stallings and agrees to complete the work within the time as stipulated in the specifications. Bidder further agrees to pay Liquidated Damages, in the sum of five hundred dollars (\$500.00) for each consecutive calendar day after the established or extended date as established by the extension provision of this contract. The completion of the project within the contract period shall include the correction of all deficiencies provided by the Town on punch lists during the inspections of the project.

**CONTRACT BONDS (NCDOT Section 103-7 and 103-9)**

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100% of the amount of the contract pursuant to NCGS §44A-26. All bonds shall be in conformance with NCGS § 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award



of the contract. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract or otherwise, as the Town may decide.

## **DEFINITION OF TERMS**

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

“State or Department” shall be replaced by the words Town of Stallings.

“Sampling and Testing by Department” shall be replaced by the words sampling and testing by Town or its approved testing agency.

“Inspection by Department” shall be replaced by the words inspection by the Town or its duly authorized representative.

“Owner” shall be replaced by the words Town of Stallings with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

“Town Standards” shall refer to the latest edition of Stallings Land Development Standards Manual or NCDOT Standards.

## **INDEMNIFICATION**

- a. To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Town, its officers, officials, employees, agents, or indemnities (collectively called “Indemnified Parties”) from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the negligence of the Contractor, the Contractor’s agents, or the Contractor’s employees.
- b. In matters other than those covered by subsection (a) above, and to the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against those losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the fault of the Contractor or its derivative parties is a proximate cause of the loss, liability, damage, or expense indemnified.
- c. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the fault of the Contractor or its derivative parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- d. Only to the extent provided pursuant to a policy of insurance, the Contractor shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the fault of the Contractor or its derivative parties is a proximate cause of such claims.
- e. The Contractor’s duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
  - i. For the purposes of this Section, the term “Fault” shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
  - ii. For the purposes of this Section, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local,

- state, or federal governmental entity.
- iii. For the purposes of this Section, the term "Derivative Parties" shall mean any of the Contractor's subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

### **MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE:**

The Town of Stallings, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things legal, proper and reasonable to achieve the goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by G.S. §143-128.2.

### **INSURANCE REQUIREMENTS**

**Contractor's Liability and Other Insurance:** The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting therefrom; any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The Contractor shall maintain umbrella liability insurance with policy limits of not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate. The insurance shall be written for not less than the limits of liability specified below.

**Automobile:** Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

**Commercial General Liability:** Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

**Workers' Compensation and Employers' Liability:** Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The Town shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

### **E-VERIFY**

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor, Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes.

### **TERMINATION BY THE TOWN FOR CAUSE**

1. The Town may terminate the Contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
  - b. Accept assignment of subcontracts; and
  - c. Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred
3. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
  - a. The Town Manager shall have authority to terminate the Contract without additional authorization by Town Council.
  - b. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the

Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

#### **TERMINATION BY THE TOWN FOR CONVENIENCE**

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:
  - a. Cease operations as directed by the Town in the notice;
  - b. Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
  - c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The Town Council shall have authority to terminate the Contract. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

#### **NOTICE TO PROCEED**

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Town. After the notice to proceed is given, the contractor will provide a time and resource driven schedule that shows how the contractor will meet the contract period. This schedule must be submitted and approved by the Town of Stallings prior to commencing work.

#### **PRE-CONSTRUCTION CONFERENCE**

An on-site pre-construction conference will be scheduled at least 24 hours prior to start of any work and as soon as practical after the award of the Contract to verify work areas. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Town.

The Contractor shall provide the name and contact information of the Contractor's on-site Quality Control personnel representative who is responsible for inspection of Contractor and Sub-Contractors' performance and materials.

The Contractor shall provide a resource loaded construction schedule for approval to the Town Engineer. The Contractor shall provide a construction status update on a bi-weekly basis for the duration of the work. The Town Engineer will state how the update shall be communicated.

## **COMMUNITY NOTICE**

Prior to any construction, the Contractor will attend the Stallings' March 24, 2025, Stormwater and Infrastructure Committee (SIC) Meeting, which will be advertised to the residents along the affected communities/roadways shown in Exhibit A below, to provide information regarding the scope of work and answer any questions.

Additionally, the Contractor shall notify the residents along the affected roadways shown in Exhibit A, below, 48 hours in advance of construction beginning. Notifications may include, but are not limited to, door hangers, mailers, etc....

## **ADDITIONAL OR EXTRA WORK**

The Town may require the Contractor to furnish materials and to do additional or extra work not provided in the contract or in the specifications, but which may be found necessary to the proper protection and completion of the work embraced in this contract, at price to be fixed by the prices named in the Proposal. But no other work than that included in the contract shall be done, and no additional material shall be furnished by the Contractor without a written order from the Engineer. In the absence of such written order from the Engineer, the Contractor shall not be entitled to payment for such additional or extra work. Bills for additional or extra work shall be filed with the Town within three (3) days after such additional or extra work is completed, in order that the Engineer may establish the accuracy of the additional or extra work bills.

Any increase to the Contract Sum shall be approved and documented by a written change order with the appropriate authorized signature(s).

## **CARE OF WORK**

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed here under until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

## **CLEANING UP**

Before acceptance of the project, or as directed by the Engineer, borrow sources, waste areas, and all ground occupied by the Contractor within the project limits in connection with the work shall be cleaned of all rubbish, excess material, temporary structures and equipment.

## **OSHA REQUIREMENTS**

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P -- Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

## **HAZARDOUS MATERIALS**

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Union County Environmental Health Division for further instructions.

## **MATERIALS AND EQUIPMENT STORAGE**

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

## **METHOD AND MATERIAL**

All work covered in this special provision shall be in accordance with and all material shall conform to the requirements of the North Carolina Department of Transportation Standard Specifications for Road and Structures (latest edition).

## **INVOICING AND PERIODIC PAYMENTS**

The contractor shall invoice the Town upon completion of work in each subdivision, as described in Exhibit A. The invoice(s) shall include:

1. Subdivision where work was completed.
2. Road names where work was completed.
3. Date(s) that work occurred.
4. Itemized quantity and description of any additional work outside of the treatments outlined in Exhibit A.

Payment will be made within twenty (20) calendar days after receipt of a correct payment request as outlined above.

The Contractor shall have a copy of his current payment request on the job site so that it may be viewed by subcontractors upon request.

## **PROJECT CLOSEOUT DOCUMENTS**

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. State/County Sales/Use Tax Statement
3. Consent of Surety to Final Payment (contracts equal to or exceeding \$100,000) (AIA Document G707)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

## **TAX STATEMENT SUBMITTAL**

1. All tax statement bodies, and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.

2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina and County taxes paid.
3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

### **TAXES AND LICENSES**

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license, and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

### **SUBLETTING**

The Town Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the interest of the Town. The limits can only be waived upon written approval of the Town Engineer.

### **SPECIAL CONTRACT PROVISIONS**

The North Carolina Department of Transportation, Standard Specifications for Roads and Structures (latest edition) and the Town of Stallings Land Development Standards Manual (latest edition), hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein.

### **ASPHALT PRESERVATION**

#### **Executive Summary**

This specification covers the materials, equipment, and application procedures for furnishing and placing micro-surfacing material for rut filling and/or surfacing of existing paved surfaces in accordance with the contract. The micro-surfacing system shall be a mixture of cationic latex modified asphalt emulsion, crushed mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by the Town. The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing. The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

#### **(A) Latex Modified Emulsified Asphalt**

The emulsified asphalt shall be a cationic type CQS-1hLM and shall conform to AASHTO M 208

or ASTM D2397. In general, 3% polymer solids, based on asphalt weight, is considered minimum. The ring and ball softening point of the residue shall be a minimum of 135°F. It shall show no separation after mixing. The cement mixing test is waived for the latex modified CQS-1hLM.

(B) Mineral Aggregate

The mineral aggregate used shall be compatible with the latex modified emulsified asphalt and can produce a good skid resistant surface. The aggregate shall meet requirements in Article 1012-1 of the *Standard Specifications*.

(C) Mineral Filler

Mineral filler shall be any recognized brand of non-air entrained Portland cement that is free of lumps or hydrated lime meeting the requirements of ASTM D242. It may be accepted upon visual inspection.

(D) Water

The water shall be potable and shall be free of harmful soluble salts in accordance with Article 1024-4 of the *Standard Specifications*.

(E) Latex Modifier

A latex based modifier, certified from an approved source, along with special emulsifiers shall be milled into the asphalt emulsion by an approved emulsion manufacturer. The latex modified emulsified asphalt shall be so formulated that when the paving mixture is applied at a thickness of one inch it will cure sufficiently so that rolling traffic can be allowed back on the pavement in one hour with no damage to the surface.

(F) Other Additives

The additives are any other materials that are added to the emulsion mix or to any of the component materials to provide the specified properties. The additives shall be supplied by the emulsion manufacturer to provide control of the set time in the field.

### **Mix Design**

The Contractor is required to design the asphalt mix and to obtain an approved Job Mix Formula (JMF) issued by the Department. A mix design and proposed JMF targets for each required mix type and combination of aggregates must be submitted in electronic format to the Materials and Tests Unit for review and approval at least 10 days prior to start of asphalt mix production. The mix design shall conform to the International Slurry Surfacing Association's ISSA A143, Section 5.2.

Compatibility of the aggregate test results and a certificate of analysis (COA) for the latex modified CQS-1hlm shall be submitted with the mix design.

Aggregate used in the job mix formula shall be of the material proposed by the Contractor for use on the project.



The gradation of the aggregate shall be in accordance with the following:

Screen Size	Type II (% passing)	Type III (% passing)	Stockpile Tolerance
3/8"	100	100	
#4	90 - 100	70 - 90	± 5
#8	65 - 90	45 - 70	± 5
#16	45 - 70	28 - 50	± 5
#30	30 - 50	19 - 34	± 5
#50	18 - 30	12 - 25	± 4
#100	10 - 21	7 - 18	± 3
#200	5 - 15	5 - 15	± 2

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any 2 successive sieves shall not change from one end of the specified range to the other end. (The #200 sieve material shall not vary by more than ± 2 of the JMF value.)

The aggregate will be accepted at the job location or stockpile based on 5 gradation tests sampled according to AASHTO T 2. If the average of the 5 tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending shall meet the required aggregate quality test specifications in Section 1012 of the *Standard Specifications* before blending and shall be blended in a manner to produce a consistent gradation.

Aggregate blending may require a new mix design. Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type II aggregate gradation is used to fill surface voids, address surface distresses, seal and provide a durable wearing surface.

Type III aggregate gradation provides maximum skid resistance and an improved wearing surface. This type of microsurfacing is appropriate for heavily traveled pavements or for placement on highly textured surfaces requiring larger size aggregate to fill voids. Type III microsurfacing shall be used for rut filling.

The mineral aggregate shall be weighed by means of scale approved by the Engineer before delivery to the job site. Emulsified asphalt shall be weighed by means of approved scales or be measured by volume.

Precautions shall be taken to ensure that stockpiles do not become contaminated.

Samples for gradation will be taken from aggregate stockpiles designated by the Contractor for use. Samples for asphalt content shall be taken from the completed mix. Samples of aggregate and filler will be taken at the job site. The frequency of sampling and testing will be established by the Engineer based upon the Department's current acceptance program. The asphalt content will be determined by AASHTO T 308 modified.

## Equipment

Use equipment that meets ISSA A143 Section 6.

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer before beginning the work. Submit calibration documentation to the Engineer. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted.

## Construction Methods

### (A) Weather

The material shall be placed only when the surface is dry and the atmospheric and surface temperature is at least 50°F and rising and there is no chance of temperatures below 32°F within 24 hours from the time the material is applied. The material should not be placed when the atmospheric temperature is 50°F and falling or if rain is imminent. Clouds, fog, excessive humidity or shady conditions can slow break time of the mixture.

### (B) Surface Preparation

Immediately prior to applying the paving mixture the surface shall be thoroughly cleaned of all vegetation, loose materials, dirt, mud, and other deleterious materials. If water is used, cracks shall be allowed to dry thoroughly before applying microsurfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the microsurfacing by a suitable method. Remove all pavement marking lines, symbols, and characters unless otherwise approved by the Engineer prior to microsurfacing in accordance with Subarticle 1205-3(I) of the *Standard Specifications*.

### (C) Tack Coat for Microsurfacing

The tack coat used should conform to the manufacturer's recommendation for the microsurfacing product being applied. Tack coat shall be applied according to Section 605 of the *Standard Specifications*. The emulsified asphalt used for tack coat shall be CSS, CQS, CRS or the microsurfacing emulsion diluted to one part emulsified asphalt to 2 or 3 parts water, as approved by the Engineer. Consult with the microsurfacing emulsion supplier to determine dilution stability. The distributor shall be capable of applying the diluted tack coat evenly at a rate of 0.08 to 0.15 gallons per square yard as required by the Engineer. The tack coat shall be allowed to cure sufficiently before the application of microsurfacing.

### (D) Application

When rutting or deformation is less than 0.5 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Apply at a sufficient rate to level the pavement surface. The mixture shall be spread to fill minor cracks, minor surface irregularities, and shallow potholes and leave a uniform high-skid resistant application of aggregate and asphalt on the surface. Approved squeegees shall be used to spread the mixture in areas inaccessible to the spreader box and other areas hand spreading may be required. Ruts that are greater than 0.5-inch depth shall be filled independently by means of a box specifically designed for that purpose. The box shall be 5 to 6 feet in width and have a dual chamber with an inner "V" configuration of augers to channel the large aggregate to the center of the rut and the fines to the edges of the rut fill pass. The box shall be equipped with dual steel strike-off to control both the width and depth of the rut fill. All rut-filling and leveling material should cure under traffic for at least 24 hours before additional material is placed.

A sufficient amount of surface sealer shall be carried to all parts of the spreader box at all times so that complete coverage is obtained. Water in very limited quantity may be sprayed into the spreader box to prevent build-up on the blades to facilitate spreading without harming the mix. No lumping, balling, or unmixed aggregate shall be permitted in the finished surface. Any oversized aggregate or foreign materials shall be screened from the aggregate prior to delivery to the mixing machine. Microsurfacing, as a single course application, for the final surface course shall be placed at a total application rate of 18 to 22 pounds per square yard for Type II and 22 to 26 pounds per square yard for Type III. In a double course application, the leveling course shall be applied at a rate of 12 to

16 pounds per square yard. The surface course shall be applied at 16 to 20 pounds per square yard. The total combined application rate shall be 32 to 36 pounds per square yard.

In restricted areas where hand spreading is necessary, slight adjustments to the mix formula may be required to slow setting time. The paving mixture shall be poured into a small windrow along one edge of the surface to be covered. The mixture then shall be spread uniformly by a hand squeegee or lute.

The seam where two passes join shall be neat in appearance and uniform.

All excess material shall be removed from ends of each run immediately on surface course.

(E) Curing

Breaking should occur within 5-10 minutes. Curing of microsurfacing placed at 0.5 inches thick should generally be allowed to take place without traffic interruption for 30 – 90 minutes. The Contractor shall determine the appropriate curing time of the microsurfacing before it is opened up to traffic. Adequate means shall be provided to protect the microsurfacing from damage by traffic until the mixture has cured sufficiently so that it will not adhere to or be picked up by the tire of vehicles. Adjust mixture properties according to humidity and temperature conditions if curing is not occurring within 90 minutes. Stopping and starting traffic may require additional curing time. All rut-filling and level-up material and first lift in two lift areas should cure under traffic for at least 24 hours before additional material is placed. During the curing time, the temperature cannot drop below 32°F. If temperatures drop below 32°F, this time does not count towards the curing requirements.

Any damage done by traffic to the microsurfacing shall be repaired by the Contractor.

(F) Test Strip

A test strip shall be placed with job site materials and approved by the Engineer. The test strip shall be a minimum of 500 feet and constructed at the beginning of the first day of production and after, as directed by the Engineer. The weather and time of day, day or night, during the test strip shall be similar to expected conditions during construction. Upon completion of the test strip the Engineer will approve the mixture for proper curing and placement.

**Workmanship**

Immediately take corrective action if microsurfacing material is exhibiting evidence of poor workmanship, delayed opening to traffic, or surface irregularities, including excessive scratch marks, drag marks, tears, streaks, raveling, delamination and segregation. After immediately contacting the Pavement Preservation Engineer in the Materials and Tests Unit, the Engineer may allow placement to continue for no more than 1 day of production while the Contractor takes corrective action and/or takes corrective action as directed by the Engineer. If workmanship issues persist after the 1-day period, the Engineer will suspend paving until corrective action is taken to the satisfaction of the Engineer.

(A) Finished Surface

Provide a finished surface with a uniform texture free from excessive scratch marks, tears, or other surface irregularities. Marks, tears, or irregularities are considered excessive if:

- (1) More than 1 irregularity is at least 1/4 inch wide and at least 10 feet long in any 100 foot pull
- (2) More than 3 irregularities are at least 1/2 inch wide and more than 6 feet long in any 100 foot pull

(3) Any are 1 inch wide or wider and more than 4 inch in length

(B) Construction Joints

Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed by the Engineer. Provide longitudinal and transverse joints that are uniform and neat in appearance. Provide construction joints that have limited buildup and no gaps between applications. Joints with buildup will be considered acceptable if:

- (1) No more than 1/2 inch vertical space exists between the pavement surface and a 4 foot straightedge placed perpendicular to the longitudinal joint and
- (2) No more than 1/4 inch vertical space exists between the pavement surface and a 4 foot straightedge placed perpendicular to the transverse joint.

(C) Edges

Provide an edge along the roadway centerline, lane lines, shoulder, edge of pavement, or curb line that is uniform and neat in appearance. The edge is considered acceptable when:

- (1) It varies no more than 3 inches from a 100 foot straight line on a tangent section and
- (2) It varies no more than 3 inches from a 100 foot arc on a curved section.

(D) Miscellaneous Areas

Use a single-batch-type-lay-down machine or approved method to place materials on ramps or other short sections. Apply tack coat uniformly at the rate as shown in the contract, unless otherwise directed by the Engineer. Provide uniform coverage of appearance and comparable to that produced by the spreader box.

**Measurement and Payment**

(A) When a surface or leveling course is applied, measurement and payment is as follows.

*Latex Modified Microsurfacing Type \_\_* will be measured along the top surface of the completed work, placed and accepted as specified herein. Payment will be made at the contract unit price per square yard for the type specified, which price will be full compensation for all materials including modifiers and additives, emulsion, aggregate, tack coat, labor, tools, equipment, and all other incidentals necessary to complete the work.

*Removal of Pavement Marking Lines, \_\_"* and *Removal of Pavement Marking Symbols & Characters* will be measured and paid for in accordance with Article 1205-10.

(B) When a rut filling course is applied, measurement and payment is as follows.

*Latex Modified Emulsion* will be measured and paid at the contract unit price per gallon, which price will be full compensation for all materials including modifiers and additives, tack coat, labor, tools, equipment, and all other incidentals necessary to complete the work.

*Aggregate, Type III* will be measured and paid at the contract unit price per ton which price will be full compensation for all material, including mineral filler, labor, tools, equipment, and maintenance of traffic and all incidentals necessary to complete the work.

*Removal of Pavement Marking Lines, \_\_"* and *Removal of Pavement Marking Symbols & Characters* will be measured and paid for in accordance with Article 1205-10.

## **TRAFFIC**

Completed sections of the roadways may be opened when necessary to lightweight local traffic, provided the roadway has cured sufficiently to prevent marring or distorting of the surface, and provided the curing is not impaired.

## **MAINTENANCE**

Maintain the base in an acceptable condition until final acceptance of the project. Including immediate repair of any defects of damage that may occur in any maintenance operation. Perform this maintenance at no cost to the Owner and repeat as often as may be necessary to keep the base in an acceptable condition. Perform repairs to the base by replacing the base for its full depth.

## **ADJUSTMENT OF STRUCTURES**

All structures such as manholes/valves to be raised prior to overlay. Raise or lower all existing manholes/valves within the limits of the project to match the finished grade to within ¼". Adjustments shall be made using an approved rapid-set grout, mortar, or concrete that will take full set and become load bearing within sixty minutes.

## **REBUILD SHOULDERS**

The rebuilding of the roadway shoulders on ditch type road cross section shall consist of reconstructing the areas adjacent to disturbed pavement sections to conform to the line, grades and typical section shown on the plans. This constitutes stripping all existing vegetation from the ground surface wherever shaping of the roadway is to be done, as necessary, adding any additional soil, and seeding and mulching the disturbed area to provide stabilization.

## **LOAD LIMITS**

So as not to further damage existing roads being repaired, the total weight of a truck and material cannot exceed 70,000 lbs. Any deviation from this load limit needs prior approval from the Engineer. Rollers will be limited to 15 tons or 30,000 pounds.

## **TRAFFIC CONTROL**

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity all lanes of traffic will be open unless otherwise approved by the Town Manager.

The Contractor shall use flagger control in accordance with NCDOT Standards. The Contractor shall not work on both sides of the road simultaneously within same area.

The Contractor will be required to maintain ingress and egress to all business and dwellings and shall always provide clear access to fire hydrants.

The Contractor shall paint edges of all structures to be raised prior to repair or resurfacing, in the event the completion of the pavement is not completed within the working day, in a florescent orange marking paint.

It shall be the responsibility of The Contractor to ensure vehicles do not drive through/across/traverse active work zones. If a vehicle owner claims the resurfacing caused damage to their vehicle and/or other property, then The Contractor shall coordinate a resolution with the vehicle owner at no cost to the Town.

All necessary traffic control for this Project shall be included within the pricing for the work provided. No separate payment shall be provided for this work.

### **MOBILIZATION**

Work covered by the provision shall consist of preparatory work and operations which must be performed or for costs incurred prior to the beginning of work on this Project. The payment for the entire lump sum price for this item will be made with the first pay request paid on this contract. The bid price shall not exceed 5% of the total bid for the various items in this contract. The Town will not pay to remobilize due to any delay.

### **QUALITY CONTROL**

The Contractor shall provide an on-site quality control inspector who will be responsible for the quality of the workmanship of the Contractor and all subcontractors on the project. The Town may provide an inspector to review the construction and protect the Town's interests in the quality of the workmanship and materials. Due to the Town's limited staff, any personnel conflicts between the Contractor, Subcontractors or his assigned staff and the Town staff resulting in the delay of progress will be the Contractor's responsibility to resolve the issue by whatever means necessary.

### **LOCATION OF PROJECT**

The project shall consist of repairing the street segments identified in the attached EXHIBIT A. It is the responsibility of the Contractor to be familiar with the portions of these streets as paint-marked, for the individual areas of repair and resurfacing.

### **BID SCHEDULE**

#### **NOTES**

1. Bid shall include sales tax and all other applicable taxes and fees. Include tax listing for materials in payment request.
2. Town of Stallings, NC reserves the right to increase or decrease the work by 25 percent without affecting any change in unit bid prices.
3. Bidders must bid on all items in a section for a Complete Bid. Failure to do so may result in rejection of the bid.
4. All items shall be bid as constructed, complete, in-place and ready for use by the Town of Stallings upon acceptance of work by the Engineer and the Town of Stallings.
5. All applicable insurance certificates, as outlined in the Special Provisions, must be submitted with the bid package to be considered a complete bid.
  - a. North Carolina General Contractor License must be provided.
6. Bids shall include a minimum of two (2) North Carolina municipal references of which the bidding contractor has performed Microsurfacing. References include:
  - a. Reference Name, Municipality Name
  - b. Position Title
  - c. Phone Number
  - d. Email Address
  - e. Month/Year of completed project(s)
7. Bids shall include the fully signed and sealed Contractor's Affidavit Release and Waiver of Claim.

## Bid Items

FY2025 TOWN OF STALLINGS PAVEMENT PRESERVATION PROJECT					
NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	COST
<b>TOWN OF STALLINGS ROADWAYS</b>					
1	Micro-Surfacing, Type II, Single Course	73,750	SY	\$4.31	\$317,862.50
2	Crack Sealing (NCDOT Spec 657)	18,400	LB	\$3.62	\$66,608.00
3	Maintenance of Traffic	1	LS	\$35,000.00	\$35,000.00
4	Stop Bar Striping	37	EA	\$350.00	\$12,950.00
5	Mobilization	1	LS	\$25,000.00	\$25,000.00
6	Contingency (20%)	1	LS	\$91,484.10	\$91,484.10
<b>SUB-TOTAL</b>					<b>\$548,904.60</b>
<b>TOTAL BID AMOUNT</b>					<b>\$548,904.60</b>

N.C. License No.- 9818

Telephone No: 804-264-0707

Fax No: 804-264-0219

E-mail: cdabney@slurrypavers.com

SEAL: (If Bid by Corporation)

By: 

Name: F. CARTER DABNEY, PRESIDENT

Title: F. CARTER DABNEY, PRESIDENT

Company: SLURRY PAVERS, INC.

Address: 3617 NINE MILE RD RICHMOND, VA 23223

Date: 12/10/2024

# **BONDS AND CERTIFIED POWER OF ATTORNEY**

**(Attach Bond and Power of Attorney to this sheet)**



# Exhibit A – Roadway Maps

## Fairhaven Subdivision



Roads included: Yellow Daisy Dr, Sunflower Field Pl, Afternoon Sun Rd, Fair Sky Dr, Tranquil Falls Ln, Blue Iris Dr, Mountain Laurel Ct, Fair Oaks Dr, Shadowy Retreat Dr, Purple Vale Dr, Haven Lodge Rd, Shady Knoll Ct, Grassy Knoll Circle, Churchill Glen Circle, Serenity Pl, Scenic Way, Pleasant View Dr



Deepwood Subdivision



Roads included: Knollwood Pl, Gold Crest Dr, Deepwood Pl, Shaftwood Dr



Expiration Date

2025

License No.

9818

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

**Slurry Pavers, Inc.**

Richmond, VA

is duly registered and entitled to practice

# General Contracting

Limitation: Unlimited

Classification: Highway

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



*[Signature]*

Chairman

*[Signature]*

Secretary-Treasurer



3617 Nine Mile Road  
Richmond, VA 23223

Town of Stallings

FY 2025-2025 Pavement Preservation & Repair Program

Bid Date: 12-11-2024

References:

Clint Blackburn, PE – City of Durham

Contracting Supervisor

919-560-4326 Ext. 30245

[Clint.blackburn@durhamnc.gov](mailto:Clint.blackburn@durhamnc.gov)

June 2024 Completion

Kimberly Toon – City of Fayetteville

Purchasing Manager

910-433-1942

[kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)

April 2024 Completion

Shannon Fonville – Town of Garner

Purchasing Office

919-773-4452

[sfonville@garnernc.gov](mailto:sfonville@garnernc.gov)

June 2024 Completion



# MEMO

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To: Stallings Town Council  
From: Eunice Donnelly, Stallings Parks & Recreation - Director  
Via: Alex Sewell, Town Manager  
Date: 01/08/2025  
RE: **Stallings Municipal Park - Budgeted Playground Replacement**

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## **Background/Issue:**

At the beginning of 2024, Stallings Parks and Recreation identified a playground in Stallings Municipal Park that was aging and in need of updates to meet modern safety and accessibility standards. To address this, \$150,000 was approved in the 2023-2024 Fiscal Year budget for necessary playground upgrades.

After assessing the community's needs and consulting with playground vendors, a design was selected that offers updated, engaging features for children of all abilities and age groups. The design has been thoughtfully reviewed to stay within the approved budget while meeting the priorities identified by both the community and staff.

## **Proposal/Solution:**

The proposed design includes:

- **ADA-Compliant Features:**  
Ensuring inclusivity for all children, the playground will include features that meet ADA standards, allowing children with varying abilities to play and interact side-by-side. These updates reflect our commitment to creating a welcoming space for everyone in the community.
- **Age-Appropriate Play Structures:**  
The design introduces play elements specifically tailored for infants and toddlers (ages 6-23 months), a critical age group currently underserved in Stallings Municipal Park. These additions will provide safe and stimulating activities for our youngest park visitors, ensuring they have a dedicated space to explore and grow.
- **Enhanced Safety Measures:**  
Safety remains a top priority, and the playground will feature upgraded surfacing materials designed to minimize injury risks and provide a durable, low-maintenance solution that ensures long-term safety and usability.
- **Vibrant, Modern Aesthetic:**  
The playground's fresh, colorful design will enhance the park's overall atmosphere, creating an inviting, engaging space that fosters creativity and imagination for children of all ages.

- **Integrated Shade Structures:**  
Thoughtfully incorporated shade structures will provide essential sun protection, ensuring a more comfortable and enjoyable environment for children and caregivers during hot weather. This addition enhances the usability of the playground throughout the year. The current shade structure locations on the playground are subject to change based on install.

Playground Total: \$140,494.73

Tax: \$9,483.39

**Total Price: \$149,978.12**

**Requested Actions:**

Approve the attached playground design to allow the Parks and Recreation Department to move forward with the replacement project.



# Stallings Municipal Park Budgeted Playground Replacement

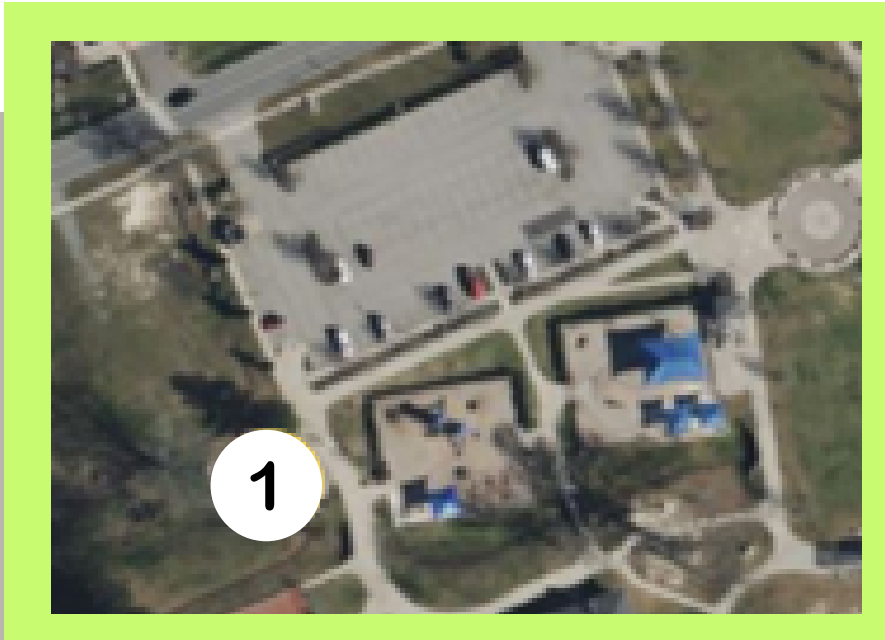


**PARKS  
& REC**  
TOWN of STALLINGS

**Eunice Donnelly**  
*Parks & Recreation Director*



# CURRENT PLAYGROUND







## SITE ISSUE

- Playground Equipment Outdated
- Tree Trunks in Play Area

## SOLUTION

- Install Updated Playground Appropriate for 6-23 Months of Age

Playground Total: \$140,294.73 + TAX (\$9,283.39)  
= \$149,978.12



# PLAYGROUND OPTION #1

PROPOSAL #:405-189334-3

**Burke.**  
PLAY THAT MOVES YOU.  
BCIBURKE.COM • 800.266.1250



COLOR KEY	
● AQUA	AQUA
● OCEAN	OCEAN
● SKY	SKY
● NAVY	NAVY
■ OCEAN/BLACK	OCEAN/BLACK
■ BLUE/WHITE	BLUE/WHITE

- User Age 6-23 Months
- Shade for Adults/Children
- First TURF playground
- Gated in for Safety
- Seating Area for Parents

\*Shade Structures Location Subject to Change



3D Designer: Heidi





# Requested Action

- Approve The Stallings Parks and Recreation Department to move forward with the implementation of the Playground Replacement at Stallings Municipal Park.



# MEMO

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To: Stallings Town Council  
From: Eunice Donnelly, Stallings Parks & Recreation - Director  
Via: Alex Sewell, Town Manager  
Date: 01/08/2025

**RE: STALLINGS PARKS AND RECREATION ORDINANCE INFORMATION**

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**Background/Issue:**

The Parks and Recreation Department is pleased to present the recommended ordinances attached for your review and consideration. These recommendations are being shared in a draft form to allow for any necessary revisions to the language prior to formal adoption.

The finalized ordinances will be brought before the Council for approval on January 27, 2025. This preliminary review process ensures greater flexibility to address feedback and refine the verbiage before the ordinances are officially codified.

**Proposal/Solution:**

**1. Selling, Peddling, Charging Admission**

No person shall solicit, peddle, charge admission, or sell goods or services on town property without prior written authorization from the Parks and Recreation Director or the Town Manager. The sale of goods, including concessions, t-shirts, and similar merchandise, as well as services, is permitted only with such approval.

**2. Motor Vehicles**

(a) No person shall operate, or park motorized vehicles (including motorbikes, go-carts, golf carts, ATVs, and/or anything with a motor) in town parks, greenways, or trails, except within designated public vehicular areas or roadways. Authorized town vehicles are permitted for security or maintenance purposes.

(b) Non-emergency automotive work, such as maintenance, repairs, or cleaning, is prohibited in any town park. This restriction does not apply to town staff performing official duties.

**3. Private Use of Facilities**

Exclusive private use of any park or section thereof is prohibited unless authorized in writing by the Parks Director or Town Manager. Authorized private use must be posted at least 24 hours prior to and during the event.

**4. Prohibited Activities include, but are not limited to, the following:**

- a. Pets must always be leashed, and the leash shall not exceed six feet. Pets are only permitted in specific posted areas (except for service animals or law enforcement dogs.)
- b. Removing plants, rocks, or minerals is prohibited, except by authorized town staff.
- c. The use, possession, or discharge of fireworks, pyrotechnics, or any explosive devices is strictly prohibited in all town parks, greenways, trails, and recreational facilities. Exceptions may be granted for town-sponsored events if prior written approval is received from the Parks and Recreation Director and/or the Town Manager and the appropriate permits are obtained in accordance with state and local laws.
- d. Defacing or damaging park structures or property will be prosecuted
- e. Dumping or littering is prohibited; waste must be disposed of in provided receptacles.
- f. Skateboarding, rollerblading, cycling, or use of scooters and similar recreational equipment is prohibited unless authorized by posted signage.
- g. No person shall dump, deposit, leave, or place trash, garbage, ashes, broken glass, or other waste in any park, except in proper receptacles provided for that purpose.
- h. Except for authorized personnel or law enforcement, no person may enter or remain in a park when the park is closed.
- i. No person shall engage in loud, disruptive, or offensive behavior, or any activity that threatens the safety or enjoyment of other park users.
- j. No person shall erect signs, posters, or advertisements in parks without prior authorization by the town.
- k. Activities such as hitting golf balls, using bikes, rollerblades, scooters, drones, or allowing pets on courts, or playgrounds are prohibited unless designated for such use.
- l. No organized league or fundraising activity may take place in a park without prior approval from the Parks and Recreation Department.
- m. Bicycles must be stored in designated racks and may not be left on the ground or in areas where they pose a hazard.
- n. All park visitors must comply with posted rules and any supplemental regulations, including those from the Carolina Thread Trail for greenways and specific park guidelines.
- o.

### **Wildlife Rules and Regulations**

(b) Feeding, assisting in the feeding, or providing food to any wildlife is prohibited in parks where signs are posted prohibiting such activity. This rule is in place to protect the well-being of the wildlife and maintain the natural balance within the parks.

*The Proposed ordinances above will fall under the current civil penalties.*


### **Requested Actions:**

Approve the verbiage for the above ordinances for the Stallings Parks and Recreation Department to then be brought back to Council on January, 27 2025 in ordinance form.



# MEMO



To: Mayor and Council  
Via: Alex Sewell, Town Manager  
From: Dennis Franks, Chief of Police   
Date: January 8, 2025  
RE: Temporary overhire position for police department

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**Purpose:** This memo seeks approval for a temporary overhire position within the Stallings Police Department. This action would address anticipated staff turnover, allowing the department to maintain consistent public safety coverage while minimizing overtime costs and mitigating operational disruptions.

**Background:** The Stallings Police Department has faced persistent staffing shortages over the past several years, aggravated by factors such as retirements, resignations, and the challenges of recruiting qualified candidates in an increasingly competitive job market. These staffing gaps have placed pressure on our officers, leading to increased overtime, burnout, and a reduced ability to effectively serve and protect the community. Since 2020, the Stallings Police Department has had 24 officers leave the department, for a variety of reasons. Over the last five years, on average, 4.8 officers have left the Department. According to the Bureau of Labor Statistics, in 2024, employees 25-34 years old, on average, only stay with an employer for 2.7 years. It should be noted that our turnover rates and vacancies are in line with surrounding agencies. Mint Hill PD averages 3 officers leaving a year; Monroe PD averages 3; Matthews PD averages 4; and Pineville PD averages 8 officers leaving per year.

In order to maintain the highest level of public safety, we must have sufficient personnel to cover all shifts and assignments. With a temporary overhire position, we can proactively address known absences along with unforeseen staffing issues. This will allow us to continue to provide the high standard of service the community expects while reducing the reliance on overtime hours and the associated costs. Additionally, it should be noted that it takes up to nine months to get a police candidate certified and trained to be used as a solo patrol officer.

There are a number of benefits to creating a temporary overhire position. These benefits include operational stability, cost savings, employee well-being, and recruitment and retention.

- An overhire position provides a buffer against turnover, ensuring that all shifts remain covered and public safety is not compromised. This flexibility allows the department to respond quickly to vacancies, minimizing disruptions.
- While an overhire position may create short-term salary expenses, these are offset by long-term savings in reduced overtime costs. By preemptively addressing staffing gaps, the department can allocate resources more efficiently and avoid costly stopgap measures.

- Proactively filling a position ensures manageable workloads for officers, reducing burnout and increasing job satisfaction. This contributes to maintaining a strong, prepared, and committed team.
- The ability to maintain adequate staffing levels will improve the department's appeal to candidates and increase the morale of current officers. The overhire position also streamlines transitions, given the ten-month training period required for new hires.

**Funding:** Currently, the SPD has approximately \$30,000 in salaries from unspent police separation allowance and lapsed salaries from current vacancies. Additionally, new officers who have been hired to fill vacancies have entered at a lower rate than those who have left the department. It will cost anywhere between \$37,000 (cadet) to \$46,000 (lateral) in salary and benefits for the remainder of the fiscal year, to fund an overhire position. The Finance Department has advised that we have enough money in our payroll budget to fund an overhire for the remainder of the fiscal year.

**Conclusion:** Approving a temporary overhire position is a fiscally responsible solution to address staffing unpredictably. This initiative ensures operational stability, minimizes disruptions, and provides long-term cost savings. Given historical trends, the position is expected to absorb attrition within the next year, maintaining optimal staffing levels without permanently increasing staffing allocations.

**Requested Action:** I respectfully request the Town Council to approve the creation of a temporary overhire police officer position.