



July 12, 2021
 Stallings Town Hall
 315 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 - Dr. Scott Ireland, Stallings United Methodist Church Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
	7:15 p.m.	Special Recognitions A. Police Department (1) Retirement Recognitions (2) Lifesavings Awards Presentation B. Parks and Recreation Department Recognition of New Statue in Stallings Park: Truncated Icosahedron by Robert Sebrosky		
1.	7:30 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 04-26-2021 – special (2) 04-26-2021 (3) 05-03-2021 – special (4) 05-10-2021 – special B. Remote Meetings Policy Amendment	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i> Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____
2.	7:35 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. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i> Motion: I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____

4.	7:50 p.m.	TX21.04.02 <i>Request to amend Article 12.3-9 of the Stallings Development Ordinance amending language defining commercial Vehicles as having two or more axles; and the addition of a definition of Commercial Vehicle to Article 3.</i> A. Re-Open Public Hearing B. Recess Public Hearing until 08-09-2021	Alex Sewell, Town Manager	Recess public hearing until 08-09-2021.
5.	7:55 p.m.	TX21.06.06 <i>Proposed text amendment to Article 17, Table 17.1 of the Stallings Development Ordinance to provide standards for residential pole signs. Public Hearing was held on 06-28-2021.</i> A. Information from Staff B. Council Vote	Alex Sewell, Town Manager	Approve/Deny Request
6.	8:05 p.m.	Potter and Pleasant Plans Intersection – NCDOT Supplemental Agreement & How To Move Forward <i>Recessed from 07-12-2021</i>	Alex Sewell, Town Manager	Information and possible action
7.	8:20 p.m.	Board/Committee (Re)Appointments	Erinn Nichols, Assistant Town Manager	Consider applications for (re)appointment
8.	8:30 p.m.	Closed session pursuant to NCGS143-318.11(a)(3)	Wyatt Dunn, Mayor	Recess into closed session
9.	8:45 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

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

The Town Council of the Town of Stallings met for a special meeting on April 26, 2021 at 5:30 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/96568278386?pwd=VVFHeC9uVFAzcGV6RW80Q0REbXo3Zz09>) or the Zoom app (Meeting ID: 965 6827 8386; Password: 185579).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, and John Martin.

Those absent were: Council Members Brad Richardson and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; and Lynne Hair, Town Planner.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. NCDOT Projects

A. Old Monroe Road

B. Potter/Pleasants Plains Intersection

Town Manager Sewell introduced Brett Canipe, Division 10 Engineer, from NCDOT. Mr. Canipe presented the Council with updates on the Old Monroe Road, Potter/Pleasant Plains Intersection, and other projects for the Town of Stallings. This presentation is attached to these minutes and therefore incorporated herein.

C. Other Projects

Mr. Canipe touched on an updated for Idlewild Road, an STI project from I-485 to Stevens Mill. It was NCDOT's view that the Town did not want to see a multi-lane project in that area. The Town would get back with NCDOT as to its desire for this area.

It was also suggested that a Town-wide speed limit be 35 MPH except on Old Monroe Road and it was requested that be studied by NCDOT.

3. Adjournment

Council Member Martin moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at approximately 6:39 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

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Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Marsha Gross, Finance Officer; Chris Easterly, Town Engineer; Ashley Platts, Parks and Recreation Director; Lynne Hair, Town Planner; Matthew West, Planning Technician; Police Chief Dennis Franks; and Mac McCarley, Planning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

Gina Burke, 5635 Anglesey Court, did not like Stinson Farms project and wanted to see a Burkedale Village like in Huntersville and did not believe that more fast food and gas stations was going to draw people.

Jim Huben, 8048 Sapwood Court, Parkside at Stallings, regarding the Potter/Pleasant Plains Intersection, he wanted to make sure that it was going to be improved. Mr. Huben stated he would like to see the potholes in the area fixed in the interim.

Melissa McCartney, 634 Rosecrea Court, believed the Town had a right to decide what it wanted to be. She was a member of the Charlotte business alliance board member and administrator at Queens University. She stated there was a shift in the work force and millennials were working from home. She said this plan was inconsistent with land use plans and was not a walkable neighborhood. DR Horton had

been disingenuous through the whole process and had EPA violations. She urged the Town to vote no as it was not a good fit for Stallings.

Bill Macminn, 4634 Shannamara Drive, was against the DR Horton development and felt high density housing had to go. The developer was only doing token road improvements and needed to be extended down Stevens Mill.

Greg Pillar, 634 Rose Crea Court, strongly objected to the DR Horton development and felt there were many issues that had been addressed. The buffers had to be addressed and using landscaping to replace landscaping was not adequate. He urged the Council to vote on the development.

John Delgado, 809 Clonmel Drive, was concerned with the crime that came with multiuse family. He would hate to see Stallings being annexed into the drug corridor. He felt the tone of DR Horton letters was negative. Stallings was not unprogressive but did not want development that would destroy home values. The traffic solutions were unacceptable. As the Gateway to Stallings, he did not want a giant mess and urged the Council to do the right thing for the community.

Larry Falcone, wanted to know if the development would be built before Idlewild would be widened.

Mary Phelps, 1212 Mountain Laurel Court, stated she had been in Stallings for three years. She was a profession artist and was interested in preserving the landscape. She wanted the Council to hold fast to its idea of How Home Should Feel.

Jeanne Lindsay, 5639 Anglesey Court, shared the concerns of her neighbors and felt DR Horton was using bait and switch tactics. She wanted developers who were prepared to partner with the Town. She felt the Town was being ignored. Gateway signage would not make the site Gateway worthy. The property was the last large track of land in the Town. This was about livability and a 50-year perspective. The bottled neck of traffic on Idlewild was not good for business. The project was not up to gold standards. Residents were wondering if residents still had a voice in this matter.

Michael Gorak, 611 Rose Crea Court, echoed everyone's concern, was concerned about stormwater, and was against the plan.

1. Agenda Approval

Mayor Dunn requested the Council add Agenda Item 5, *Stinson Farms*, to 2.A. Council Member Martin requested adding Agenda Item 7 as *Resolution Opposing SB 349/HB 401 ("Increase Housing Opportunities")*. Staff requested adding Agenda Item 7.A. as Amended Budget Ordinance – Chestnut Roundabout and 7.B. as Union County Water and Sewer Agreement. Council Member Martin made the motion to approve the Agenda with the above change and additions. The motion was seconded by Council Member Scholl and passed unanimously by Council.

2. DA19.11.03 - Stallings Farms

Mayor Dunn opened the public hearing. Town Planner Hair explained this was a request for a Development Agreement, Stallings Farms, located at the intersection of Stallings Road and Stevens Mill Road. The project was 83.12 acres and zoned MU-1 with 222 lots. The Zoning report on this item is attached to these minutes and therefore incorporated herein. The Planning Board heard the request on March 16, 2021 and recommended unanimous approval.

Applicant John Ross addressed the Council along with Gary Fankhauser and Bob Bennett, builder and developer.

No one joined the meeting who wished to give public comment on the item. Mayor Dunn then closed the public hearing. The Council would vote on this request at its May 10, 2021, Meeting.

2.A. Stinson Farms

Original Agenda Item 5

A. DA19.01.06/DA19.11.02

Town Planner Hair explained this item was two Development Agreements under the Stinson Farms project, a 72-acre project on Idlewild Road with multifamily and commercial components. The public hearing for this item was held on March 22, 2021. The Sub-Committee for these DAs met on April 7, 2021, for additional discussion with the applicant. Ms. Hair's update presentation to the Council is attached to these minutes and therefore incorporated herein.

Terry Williams, DR Horton, clarified that the letters indicating potential legal action was from the landowners/applicant and not the developer, DR Horton. John Carmichael, Attorney for Stinson Farms objected to statement that the developer was acting in bad faith stating every change the developer has made had been more restrictive; have not acted in bad faith.

Council Member Paxton made the motion to approve DA19.01.06/DA19.11.02 contingent on the approval of CZ21.02.01. Council Member Richardson seconded the motion. The motion failed by a 2 to 4 vote with Council Members Martin, Scholl, Grooms, and Ayers voting against the motion.

B. CZ21.02.01

This item was deferred until a later meeting.

3. TX21.03.01 and TX21.03.02

Mayor Dunn opened the public hearing. Town Planner Hair explained that Council requested Staff bring language for adoption to amend Development Ordinance Article 2 and 16 to address

concerns with structures being built within floodplains, and the appearances of fences throughout the Town. The Planning Board recommended unanimous approval of these text amendments at its March 16, 2021, meeting. Mrs. Hair's presentations on these items are attached to these minutes and therefore incorporated herein.

Larry Falcone, 2121 Blue Iris Drive, stated that all HOAs have the restriction on the fences already and was not sure why the Town needed to have to text amendment.

Mayor Dunn then closed se the public hearing. Council would vote on the text amendments at its May 10, 2021, meeting.

4. TX21.03.03 - Open Space

Mayor Dunn opened the public hearing. Planning Technician Matthew West presented the Council with the proposed open spaces amendments. Mr. West's presentation is attached to these minutes and therefore incorporated herein.

Larry Falcone, would like to see some guidance incorporated to the plan on the type of species of plants that could be planted in the open space.

Mayor Dunn then closed the public hearing. Council would vote on the text amendments at its May 10, 2021, meeting.

5. Stinson Farms

This item was moved to Agenda Item 2.A.

6. 2020-2021 Road Resurfacing Interlocal Agreement with Indian Trail

Town Manager Sewell reminded the Council that the Town does annual road resurfacing. The Town had the option of partnering with Indian Trial in order to drive the price down. Partnering with Indian Trail would require an interlocal agreement. The Town Manager's memo describing this process is attached to these minutes and therefore incorporated herein.

Council Member Richardson made the motion to approve the 2020-2021 Road Resurfacing Interlocal Agreement with Indian Trail; authorize the Town Manager to enter into a subsequent agreement with Indian Trail for resurfacing execution contingent on Town Attorney approval, to let the

resurfacing project, and award the project/contract with the lowest responsible bidder contingent on the bid being within the allocated budget parameters. The motion received Council's unanimous approval after a second from Council Member Scholl.

7. Resolution Opposing SB 349/HB 401 ("Increase Housing Opportunities")

Please note: This Agenda Item also included HB496 and HB291.

Council Member Ayers explained that Resolution Opposing SB 349/HB 401 ("Increase Housing Opportunities") expressed the Town's opinion against SB349 and HB 401.

Council Member Scholl and Martin expressed interested in Council also considering a resolution opposing HB496 and HB291.

Council Member Ayers made the motion to approve Resolution Opposing SB 349/HB 401 ("Increase Housing Opportunities"). The motion passed unanimously after a second from Council Member Scholl. The Resolution Opposing SB 349/HB 401 ("Increase Housing Opportunities") is attached to these minutes and therefore incorporated herein.

7.A. Chestnut Roundabout Budget Amendment

Council Member Scholl made the motion to approve Amended Budget Ordinance 8 – Chestnut Roundabout and authorize payment to Chestnut Farm Apartments LLC c/o Terwilliger Pappas Multifamily partners, LLC per the agreement with this party and the Town. Council Member Martin seconded the motion which was passed unanimously by Council. The Amended Budget Ordinance 8 – Chestnut Roundabout as well as the memo explaining this amendment is attached to these minutes and therefore incorporated herein.

7.B. Union County Water and Sewer Agreement

Town Manager Sewell explained Union County Board of Commissioners directed its staff to engage with Stallings for Union County Water and Sewer Agreement. Stallings staff would work with County staff on these negotiations to reach an agreement.

Council Member Martin made the motion to authorize the Town Manger to begin negotiations with Union County on the Union County Water and Sewer Agreement. Council Member Paxton seconded the motion to which Council approved unanimously.

6. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Grooms, and the motion received unanimous support. The meeting was adjourned at 9:33 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for a special budget meeting on May 3, 2021 at 5:30 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/98702333916?pwd=bG5nZkRNdEVDM2FXaGY4ZmhrTDBQZz09>) or the Zoom app (Meeting ID: 987 0233 3916; Password: 781000).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Those absent were: Council Member David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Lynne Hair, Town Planner; Marsha Gross, Finance Officer; Ashley Platts, Parks and Recreation Director; Brian Price, Public Works Director; and Dennis Franks, Police Chief.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Budget Discussions for the FY2021-2022

Town Finance Officer Marsha Gross presented to the Council with the following items with staff assistance. The presentation information is attached to these minutes and therefore incorporate herein.

Please note: Council Member Ayers joined the meeting at 5:57 p.m.

- Public Works Budget – Public Works Director Brian Price
Proposed Budget: \$266,800 (12.2% / \$37.0K decrease)
- Parks and Recreation Budget – Parks and Recreation Director Ashley Platts
Proposed Budget: \$1,175,400 (71.5%/\$490.2K increase)
- Notable Items – Finance Officer Marsha Gross
- CMIIP – Finance Officer Marsha Gross
- 2021 Property Tax Revenue Neutral Rate - Finance Officer Marsha Gross

- Fee Schedule – Finance Officer Marsha

Please note: Council Member Richardson left the meeting at 7:12 p.m.

3. Adjournment

Council Member Martin moved to adjourn the meeting, seconded by Council Member Paxton, and the motion received unanimous support. The meeting was adjourned at approximately 7:42 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for a special budget meeting on May 10, 2021 at 5:30 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://zoom.us/j/99193893922?pwd=OWtxYk5ocXFvMjIOL04yNW9VQmZiUT09>) or the Zoom app (Meeting ID: 991 9389 3922; Password: 968770).

Those present and visible on camera were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, John Martin, Brad Richardson, and David Scholl.

Those absent were: Council Member David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Lynne Hair, Town Planner; Marsha Gross, Finance Officer; Ashley Platts, Parks and Recreation Director; Brian Price, Public Works Director; Karen Williams, Human Resources Director; and Dennis Franks, Police Chief.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Budget Discussions for the FY2021-2022

Town Finance Officer Marsha Gross presented to the Council with the following items with staff assistance. The presentation information is attached to these minutes and therefore incorporate herein.

- Employee Insurance Options – Human Resources Director Karen Williams

- 2021 Property Tax Revenue Neutral Rate - Finance Officer Marsha Gross

Council Member Paxton made the motion to set the 2021-22 Tax Rate at \$0.196/\$100 valuation (revenue neutral plus 3 cents). Council Member Martin seconded the motion which passed unanimously.

- Notable Items List

Council selected items it wanted funded for the 2021-22 Budget. The final funded notable items list is attached to these minutes and therefore incorporated herein.

3. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at approximately 6:45 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

RULES OF PROCEDURE
FOR REMOTE MEETINGS OF STALLINGS TOWN COUNCIL

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North Carolina General Statute § 166A-19.20 authorizes remote meetings upon the issuance of a declaration of emergency and sets forth the requirements for conducting the remote meetings. [North Carolina General Statute §166A-19.24 sets forth the procedures a public body must follow for remote meetings.](#) A remote meeting is an official meeting, or any part thereof, between one and all of the members of the body participating by simultaneous communication. Simultaneous communication is defined as any communication by conference telephone, conference video, or other electronic means.

1. Meetings to Which These Rules Apply

These Rules of Procedure for Remote Meetings (“Remote Meeting Rules”) shall apply only to meetings of the Stallings Town Council, meetings of the Planning Board, requests for variances before the Board of Adjustment, and to Development Agreement subcommittee meetings and not to any other public bodies existing under the authority of the Town of Stallings. The Remote Meeting Rules are supplemental to the Rules of Procedure approved by the Town Council for its meetings. Remote Meetings can take place for any regular, special, or emergency meeting of the Stallings Town Council, Stallings Planning Board, variance request meetings before the Stallings Board of Adjustment, and Development Agreement subcommittee meetings subject to the conditions governing the use of Remote Meetings.

2. Conditions Necessary for Remote Meetings

Remote meetings will only be permitted upon issuance of a declaration of emergency under NCGS §166A-19.20 by the Government of the State of North Carolina by the General Assembly or through the Governor of the State of North Carolina. [The public bodies listed above \(Town Council, Planning Board, Board of Adjustment when hearing variances, and Subcommittee meetings discussing Development Agreements\) may conduct remote meetings in accordance with §166A-19.24 and Article 33C of Chapter 143 of the General Statutes throughout the duration of the emergency. Compliance with this statute establishes a presumption that the meeting is open.](#)

The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects the Town of Stallings. If no state of emergency or disaster exists, then the Remote Meeting Rules may not be used.

3. Requirements of a Remote Meeting

The Stallings Town Council, Planning Board, Board of Adjustment, or Development Agreement subcommittee shall comply with the following with respect to remote meetings:

(a) ~~(a)~~ Notice of Remote Meeting-
(b)

Proper notice shall be given of the remote meeting as part of the notice required by North Carolina General Statutes §143-318.12. The public notice shall also specify the means by which the public can access the remote meeting as the remote meeting occurs. If the public body has provided notice of an official meeting and the Mayor or Chair of the public body determines it is best for the meeting to be held remotely after the issuance of the notice, the notice of the meeting shall be amended to include the means whereby the public can access the remote meeting as that remote meeting occurs. Such amended notice of the remote meeting shall comply with the following:

- (1) Be issued no less than six hours prior to the official meeting.
- (2) Be distributed in accordance with NCGS §143-318.12(b)(2) and (b)(3), as applicable.
- (3) Be posted in accordance with NCGS §143-318.12.

(b) Any member of the public body participating by a method of simultaneous communication in which that member cannot be physically seen by the public body must identify himself or herself in each of the following situations:

- 1. When the roll is taken, or the remote meeting is commenced.
- 2. Prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order.
- 3. Prior to voting.

(c) All documents to be considered during the remote meeting shall be provided to each member of the public body.

(d) The method of simultaneous communication shall allow for any member of the public body to do all of the following:

- 1. Hear what is said by the other members of the public body.

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2. Hear what is said by any individual addressing the public body.

3. To be heard by the other members of the public body when speaking to the public body.

(e) All votes shall be roll call; no vote by secret or written ballots, whether by paper or electronic means or in accordance with G.S. 143-318.13(b), may be taken during the remote meeting.

(f) The public body shall comply with G.S. 143-318.13(c), which prohibits acting by reference to a letter, number or some other designation or secret device, with the intention of making it impossible for persons attending a meeting of the public body to understand what is being deliberated, voted, or acted upon. The agenda shall be sufficiently worded to enable the public to understand what is being discussed or acted upon and shall be available for public inspection at the meeting.

(g) The minutes of the remote meeting shall reflect that the meeting was conducted by use of simultaneous communication, which members were participating by simultaneous communication, and when such members joined or left the remote meeting.

(h) All chats, instant messages, texts, or other written communications between members of the public body regarding the transaction of the public business during the remote meeting are deemed a public record.

(i) The remote meeting shall be simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public. If the remote meeting is conducted by conference call, the public body may comply with this subdivision by providing the public with an opportunity to dial in or stream the audio live and listen to the remote meeting.

4. Quorum

A member of the public body participating by simultaneous communication present in person or electronically, shall be included in the calculation for determining if a quorum exists only during the period while simultaneous communication is maintained for that member. The provisions of

160A-75 shall apply to all votes for each member of the Stallings Town Council taken during a remote meeting.

5. Process of Opening Meeting

Immediately prior to opening the meeting, the Mayor, Mayor Pro Tem, or other presiding officer shall communicate with the Councilmember(s) who is (are) participating electronically and ensure that he/she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line or application shall be kept open. At the start of the meeting, the Mayor, Mayor Pro Tem, or presiding official shall state which Councilmembers are participating electronically.

6. Voting and Discussion

Votes of each member of the public body made during a remote meeting under this section shall be counted as if the member were physically present only during the period while simultaneous communication is maintained for that member. A vote or failure to vote of any member present by means of simultaneous communication in accordance with N.C. G.S. § 166A-19.20 shall be treated as if the member were physically present only during the period while simultaneous communication is maintained for that member. A member voting must indicate verbally with a “yes,” “no,” “yea,” “nay,” or “abstain” (when that is permitted) such that the Town Clerk or her designee may record the vote during roll call. Prior to taking a vote on any issue, the Mayor, Mayor Pro Tem, or other presiding officer shall inquire of the Councilmembers participating electronically if he or she has been able to adequately monitor the discussion, including comments from the public during any designated public comment period, if any, and shall allow those Councilmembers to make any comments he or she desires, if they chose to not avail himself or herself of the opportunity to discuss the matter before the vote. However, it is the For responsibility of the member to gain the attention of the Mayor or the presiding officer in order to be recognized for discussion.

7. Public Hearings

The Stallings Town Council may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours prior to the scheduled time for the beginning of~~after~~ the public hearing.

8. Closed Sessions

The public body may conduct a closed session as authorized in NCGS § 143-318.11 and while in closed session the Town Council is not required to provide access to the remote meeting to the public.

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9. Requests for Variances before the Stallings Board of Adjustments

In order for the Board of Adjustments to hear an application for a variance remotely, the following shall take place:

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1. The right to a hearing and decision occurs during the emergency.
2. The applicant shall provide a written request for a hearing and consent to the hearing being held remotely.
3. In addition to the statutory notice requirements in NCGS §160A – 388, notices will be sent via first class mail to all parcel owners with property located within 500 feet of the property that is subject to the variance application.
4. Within 96 hours of the post mark on the notice, any person with standing who objects to the hearing being held remotely shall notify the Town of an objection. Failure to respond within 96 hours shall be deemed consent.
5. The Town will post notice of the hearing on the property and the method in which the public can attend the hearing remotely.
6. The Town will publish notice of the hearing on its website and instructions on how to attend remotely.

Adopted 05-11-2020.

Amended 9-14-2020.

[Amended 7-12-2021.](#)

RULES OF PROCEDURE

FOR REMOTE MEETINGS OF STALLINGS TOWN COUNCIL

North Carolina General Statute § 166A-19.20 authorizes remote meetings upon the issuance of a declaration of emergency and sets forth the requirements for conducting the remote meetings. North Carolina General Statute §166A-19.24 sets forth the procedures a public body must follow for remote meetings. A remote meeting is an official meeting, or any part thereof, between one and all of the members of the body participating by simultaneous communication. Simultaneous communication is defined as any communication by conference telephone, conference video, or other electronic means.

1. Meetings to Which These Rules Apply

These Rules of Procedure for Remote Meetings (“Remote Meeting Rules”) shall apply only to meetings of the Stallings Town Council, meetings of the Planning Board, requests for variances before the Board of Adjustment, and to Development Agreement subcommittee meetings and not to any other public bodies existing under the authority of the Town of Stallings. The Remote Meeting Rules are supplemental to the Rules of Procedure approved by the Town Council for its meetings. Remote Meetings can take place for any regular, special, or emergency meeting of the Stallings Town Council, Stallings Planning Board, variance request meetings before the Stallings Board of Adjustment, and Development Agreement subcommittee meetings subject to the conditions governing the use of Remote Meetings.

2. Conditions Necessary for Remote Meetings

Remote meetings will only be permitted upon issuance of a declaration of emergency under NCGS §166A-19.20 by the Government of the State of North Carolina by the General Assembly or through the Governor of the State of North Carolina. The public bodies listed above (Town Council, Planning Board, Board of Adjustment when hearing variances, and Subcommittee meetings discussing Development Agreements) may conduct remote meetings in accordance with §166A-19.24 and Article 33C of Chapter 143 of the General Statutes throughout the duration of the emergency. Compliance with this statute establishes a presumption that the meeting is open. The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects the Town of Stallings. If no state of emergency or disaster exists, then the Remote Meeting Rules may not be used.

3. Requirements of a Remote Meeting

The Stallings Town Council, Planning Board, Board of Adjustment, or Development Agreement subcommittee shall comply with the following with respect to remote meetings:

(a) Notice of Remote Meeting

Proper notice shall be given of the remote meeting as part of the notice required by North Carolina General Statutes §143-318.12. The public notice shall also specify the means by which the public can access the remote meeting as the remote meeting occurs. If the public body has provided notice of an official meeting and the Mayor or Chair of the public body determines it is best for the meeting to be held remotely after the issuance of the notice, the notice of the meeting shall be amended to include the means whereby the public can access the remote meeting as that remote meeting occurs. Such amended notice of the remote meeting shall comply with the following:

- (1) Be issued no less than six hours prior to the official meeting.
- (2) Be distributed in accordance with NCGS §143-318.12(b)(2) and (b)(3), as applicable.
- (3) Be posted in accordance with NCGS §143-318.12.

(b) Any member of the public body participating by a method of simultaneous communication in which that member cannot be physically seen by the public body must identify himself or herself in each of the following situations:

1. When the roll is taken, or the remote meeting is commenced.
2. Prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order.
3. Prior to voting.

(c) All documents to be considered during the remote meeting shall be provided to each member of the public body.

(d) The method of simultaneous communication shall allow for any member of the public body to do all of the following:

1. Hear what is said by the other members of the public body.
2. Hear what is said by any individual addressing the public body.
3. To be heard by the other members of the public body when speaking to the public body.

(e) All votes shall be roll call; no vote by secret or written ballots, whether by paper or electronic means or in accordance with G.S. 143-318.13(b), may be taken during the remote meeting.

(f) The public body shall comply with G.S. 143-318.13(c), which prohibits acting by reference to a letter, number or some other designation or secret device, with the intention of making it impossible for persons attending a meeting of the public body to understand what is being deliberated, voted, or acted upon. The agenda shall be sufficiently worded to enable the public to understand what is being discussed or acted upon and shall be available for public inspection at the meeting.

(g) The minutes of the remote meeting shall reflect that the meeting was conducted by use of simultaneous communication, which members were participating by simultaneous communication, and when such members joined or left the remote meeting.

(h) All chats, instant messages, texts, or other written communications between members of the public body regarding the transaction of the public business during the remote meeting are deemed a public record.

(i) The remote meeting shall be simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public. If the remote meeting is conducted by conference call, the public body may comply with this subdivision by providing the public with an opportunity to dial in or stream the audio live and listen to the remote meeting.

4. Quorum

A member of the public body participating by simultaneous communication present in person or electronically, shall be included in the calculation for determining if a quorum exists only during the period while simultaneous communication is maintained for that member. The provisions of 160A-75 shall apply to all votes for each member of the Stallings Town Council taken during a remote meeting.

5. Process of Opening Meeting

Immediately prior to opening the meeting, the Mayor, Mayor Pro Tem, or other presiding officer shall communicate with the Councilmember(s) who is (are) participating electronically and ensure that he/she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line or application shall be kept open. At the start of the meeting, the Mayor, Mayor Pro Tem, or presiding official shall state which Councilmembers are participating electronically.

6. Voting and Discussion

Votes of each member of the public body made during a remote meeting under this section shall be counted as if the member were physically present only during the period while simultaneous communication is maintained for that member. A vote or failure to vote of any member present by means of simultaneous communication in accordance with N.C. G.S. § 166A-19.20 shall be treated as if the member were physically present only during the period while simultaneous communication is maintained for that member. A member voting must indicate verbally with a "yes," "no," "yea," "nay," "or "abstain" (when that is permitted) such that the Town Clerk or her designee may record the vote during roll call. Prior to taking a vote on any issue, the Mayor, Mayor Pro Tem, or other presiding officer shall inquire of the Councilmembers participating electronically if he or she has been able to adequately monitor the discussion, including comments from the public during any designated public comment period, if any, and shall allow those Councilmembers to make any comments he or she desires, if they chose to not avail himself or herself of the opportunity to discuss the matter before the vote. However, it is the responsibility of the member to gain the attention of the mayor or the presiding officer in order to be recognized for discussion.

7. Public Hearings

The Stallings Town Council may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours prior to the scheduled time for the beginning of the public hearing.

8. Closed Sessions

The public body may conduct a closed session as authorized in NCGS § 143-318.11 and while in closed session the Town Council is not required to provide access to the remote meeting to the public.

9. Request for Variances before the Stallings Board of Adjustments

In order for the Board of Adjustments to hear an application for a variance remotely, the following shall take place:

1. The right to a hearing and decision occurs during the emergency.
2. The applicant shall provide a written request for a hearing and consent to the hearing being held remotely.
3. In addition to the statutory notice requirements in NCGS §160A – 388, notices will be sent via first class mail to all parcel owners with property located within 500 feet of the property that is subject to the variance application.
4. Within 96 hours of the post mark on the notice, any person with standing who objects to the hearing being held remotely shall notify the Town of an objection. Failure to respond within 96 hours shall be deemed consent.
5. The Town will post notice of the hearing on the property and the method in which the public can attend the hearing remotely.
6. The Town will publish notice of the hearing on its website and instructions on how to attend remotely.

Adopted 05-11-2020.

Amended 9-14-2020.

Amended 7-12-2021.



MEMO

To: Town Council
 From: Matthew West, Planning Technician
 Date: July 7, 2021
 RE: TX21.06.06 - Town of Stallings Unified Development Ordinance – Article 17

Background:

There are no standards for Residential Pole Signs. This update adds Residential Pole Signs to Table 17-1. Non-residential Pole sign area is also updated to provide better proportions:

1. Article 17, Table 17-1:

CHANGES:

Sign Type	Sign Copy Area (sq. ft.)	Max. Sign Height (feet)	Sign Illumination	Min. Letter Size	Max. Number	Min. Setback from Property Line(s)	Other Requirements	
Permanent Freestanding Signs – General and Special Purpose								
Non-residential Pole		15	10	Ambient External Internal	6"	One per street frontage providing access to the site	4 feet	Pole signs shall comply with the design requirements of section 17.7-3
Residential Pole		12	8	Ambient External Internal		One per street frontage providing access to the site	0 feet*	Pole signs shall comply with the design requirements of section 17.7-3

*May encroach into adjoining street right-of-way in the Town Center (TC) and Mixed Use (MU) Districts pursuant to an encroachment agreement subject to the provisions of Sections 17.5(G) and 17.7-1(I) of this Article.

Sign Type		Sign Copy Area (sq. ft.)	Max. Sign Height (feet)	Sign Illumination	Min. Letter Size	Max. Number	Min. Setback from Property Line(s)	Other Requirements
Permanent Freestanding Signs – General and Special Purpose								
Non-residential Monument		48	8	Ambient External Internal	6"	One per street frontage having access to the site	5 ft	Monument signs shall comply with the design requirements of section 17.7-2
Non-residential Pole		15	10	Ambient External Internal		One per street frontage providing access to the site	4 feet	Pole signs shall comply with the design requirements of section 17.7-3
Residential Monument		32	6	Ambient		One per each gateway or primary entrance	0 feet*	Shall comply with design requirements for monument signs
Residential Pole		12	8	Ambient External Internal		One per street frontage providing access to the site	0 feet*	Pole signs shall comply with the design requirements of section 17.7-3
Non-residential Directory		24	6	Ambient External Internal	4"	One per street frontage having access to the site	25 feet	Sites with multiple buildings only

*May encroach into adjoining street right-of-way in the Town Center (TC) and Mixed Use (MU) Districts pursuant to an encroachment agreement subject to the provisions of Sections 17.5(G) and 17.7-1(I) of this Article.

Sign Type	Sign Copy Area (sq. ft.)	Max. Sign Height (feet)	Sign Illumination	Min. Letter Size	Max. Number	Min. Setback from Property Line(s)	Other Requirements
Permanent Freestanding Signs – General and Special Purpose							
Non-residential Directional		3	2.5	Ambient External Internal	4"	Two per each driveway access to the site	0 feet* Not more than 25% of sign face shall contain a logo w/no commercial text

*May encroach into adjoining street right-of-way in the Town Center (TC) and Mixed Use (MU) Districts pursuant to an encroachment agreement subject to the provisions of Sections 17.5(G) and 17.7-1(I) of this Article.



TX21.06.06

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS approval of the requested text amendment revising Article 17, Table 17-1 to add Residential Pole Signs; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO
HEREBY ORDAIN THE APPROVAL OF THE REQUESTED AMENDMENT
TX21.06.02 AMENDING ARTICLE 17, TABLE 17.1, OF THE TOWN OF
STALLINGS UNIFIED DEVELOPMENT ORDINANCE.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2021.

Wyatt Dunn
Mayor

Erinn Nichols
Town Clerk



Statement of Consistency and Reasonableness

(As per NC General Statute 160D-605)

Prior to adopting or rejecting any zoning amendment, the governing body shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing body that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing body.

ZONING AMENDMENT: TX21.06.06

REQUEST: Amend Article 17, Table 17.1 of the Town of Stallings Unified Development Ordinance.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed **text amendment** is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document of promoting quality development. At their **July 12, 2021** meeting the **Stallings Town Council** voted to recommend **APPROVAL/DENIAL** of the proposed amendment and stated that the **Town Council** finds and determines that the **text amendment** is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed _____.

Wyatt Dunn, Chairman

Erinn Nichols, Town Planner



MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 6/23/21
RE: U-5112 – Potter-Pleasant Plains Intersection

Purpose: This memorandum’s purpose is to provide background, an update on the above referenced project, and seek Council direction.

Background:

- The Town has been working in partnership with NCDOT and Union County to expedite needed improvements to the intersection of Potter Road and Pleasant Plains Road using a mix of local and State/Federal funds.
- In January 2014, the Town entered into two separate agreements, one with NCDOT and the other with Union County.
 - o The 2014 Union County agreement called for the County to be responsible for certain sewer improvements.
 - o The 2014 NCDOT agreement is enclosed below. This was agreed to be a locally administered project with NCDOT providing oversight. Here is the agreement’s funding table:

Funding Source	Federal Funds Amount	Notes
HSIP (Federal)	\$825,000	Reimbursable
STP-DA (Federal)	\$1,600,000	Reimbursable
STP-DA (Local)	\$400,000	Non-Reimbursable
Total NCDOT Agreement	\$2,825,000	
Total Reimbursed	\$2,425,000	

- This agreement specifies that activities eligible for reimbursement include:
 - ROW acquisition;
 - Utility relocation; and
 - Construction.

- Please note that the above list does not include design costs, which is to be covered 100% by the Town (except for some utility work agreed to by the County) and is in addition to the \$400,000 Town commitment.
 - Also note that the Town agreed to assume all maintenance responsibilities for the safety improvements to Potters Road (SR 1357).
 - The agreement contemplated the project being completed by 12/31/2016. DOT had advised a supplemental agreement will be needed here to move forward.
- The Town has completed engineering/design¹ and ROW acquisition.
 - Private utilities have been largely relocated.
 - In 2020, NCDOT indicated it was suspending the construction phase for the project due to declining revenues because of the pandemic.
 - In March 2021, the Town received an updated cost estimate showing a significant gap between the cost of the project and the original reimbursement allowance to the Town from NCDOT and Union County.
 - NCDOT had indicated that the Town is responsible for any budget funding shortfalls above the amounts set in the 2014 agreement unless the Town can secure funds through the Charlotte Regional Transportation Planning Organization (CRTPO) or by other means.
 - Over the course of several Council meetings in April and May 2021, the Town identified a threefold approach to address the identified budget gap for this project:
 - First, to pursue budget shortfall funding through the Charlotte Regional Transportation Planning Organization (CRTPO).
 - Second, to coordinate with state elected officials in an effort to secure additional project funds from the State; and
 - Third, to request NCDOT conduct repairs at the intersection to address the immediate need for maintenance until construction begins.

Update:

- On 4/30/21, the Town submitted a formal application to CRTPO for additional budget shortfall funding.
- On 6/17/21, the Town was informed that CRTPO had approved budget shortfall funding in the amount of \$2,197,600 which requires an additional 20% local (Town) match of \$549,400.

¹ Landscape design has not been initiated yet. Adding landscaping was not part of the original budget (just sodding the area) but this is included in the construction budget (design + actual landscaping costs).

- Mayor Dunn has engaged with our local state elected officials. Rep. Arp reports that potential funding availability for this project will be unknown until the August/September timeframe due to the State's calendar.
- After the Town requested the NCDOT conduct intersection repairs to address the immediate maintenance needs until construction potentially begins, NCDOT further investigated and determined that the entire intersection needs extensive resurfacing (estimated at \$300,000).
 - o NCDOT does not want to spend \$300,000 in public monies if it will be ripped out in the next year as part of anticipated construction. As a result, NCDOT has indicated that it will provide those resurfacing funds to help with project funding but plans to patch the intersection in the meantime. These funds will only be available if non-betterment costs exceed cost allowances including both through grant and local match funds.
- Please see an estimated breakdown of expenditures to date, estimated future expenses, and funding in the table below. **Unless otherwise noted, please note that these numbers are preliminary estimates. They can and likely will change for a variety of reasons as we move closer to and into actual construction.**

POTTER ROAD/ PLEASANT PLAINS SUMMARY		6/23/2021		
<u>ORIGINAL PROJECT FUNDING</u>				
FUND SOURCE	FEDERAL FUNDS AMOUNT	REIMBURSEMENT RATE	NON-FEDERAL MATCH \$ FROM TOWN	NON-FEDERAL RATE
HSIP	\$825,000	100%		R
STP - DA	\$1,600,000	80%	\$400,000	20%
Total	\$2,425,000			

COSTS TO DATE - TOWN OF STALLINGS COSTS			
ITEM	DESCRIPTION	COST (Paid Unless Noted Otherwise)	TOTAL TO DATE
1	RIGHT OF WAY ACQUISITION	\$1,183,091.59	
2	LEGAL	\$11,459.38	
3	KIMLEY HORN - DESIGN SERVICES	\$436,612.81	
4	THC - ROW ACQUISTION WORK	\$131,549.22	
5	SURVEY	\$760.00	
6	SEPTIC SERVICES	\$4,800.00	
7	DUKE ENERGY UTILITY RELOCATION (INCURRED)**	\$491,436.67	

8	DOT OVERSIGHT (INCURRED)	\$68,589.46	
	TOTAL COSTS PAID & INCURRED (-) DESIGN		\$1,891,686.32
	TOTAL COSTS PAID (-) DESIGN		\$1,559,666.93
TOTAL	TOTAL COSTS PAID & INCURRED TO DATE		\$2,328,299.13

**Paid \$228,006.74 of this amount already.

CONSTRUCTION COSTS - MOVING FORWARD

ITEM	DESCRIPTION	COST	TOTAL ESTIMATED COSTS TO COMPLETE
1	CONSTRUCTION ESTIMATE	\$3,856,439.25	
2	CONTINGENCY + ESCALATION (25%)	\$964,109.81	
3	CEI and NCDOT OVERSITE (20%)	\$771,287.85	
4	STATE SAP COMPUTER COSTS (2.6%)	\$158,165.11	
5	ENGINEER OF RECORD COORD., PLAN UPDATE, BID SUPPORT, ETC.	\$50,000.00	
6	DUKE ENERGY UTILITY RELOCATION (INCURRED)**	\$491,436.67	
7	LANDSCAPING	\$50,000.00	
8	LANDSCAPING DESIGN	\$5,000.00	
	TOTAL ESTIMATED CONSTRUCTION COSTS TO COMPLETE		\$6,346,438.70

**Paid \$228,006.74 of this amount already.

Estimated Construction Betterments			
ITEM	DESCRIPTION	COST	
1	Water & Sewer Upgrades	\$1,360,155.00	
2	Landscaping + Design	\$55,000.00	
3	Mast Arms Upgrade	\$100,000.00	
	TOTAL ESTIMATED BETTERMENTS	\$1,515,155.00	
	TOTAL ESTIMATED CONSTRUCTION COST MINUS BETTERMENTS	\$4,831,283.70	

ESTIMATED FUNDING AND POTENTIAL OUT OF POCKET COSTS

	DESCRIPTION	FUNDING	REMAINING FUNDING BALANCE
ORIGINAL FUNDING	TOTAL FEDERAL FUNDS	\$2,425,000.00	
	LESS REIMBURSEMENT FROM NCDOT	(\$1,215,505.05)	
	LESS NCDOT OVERSIGHT COSTS INCURRED	(\$68,589.46)	
	REMAINING ORIGINAL FEDERAL FUNDS AVAILABLE		\$1,140,905.49
ADDITIONAL COSTS	Administration, Grant Funding Support, Legal, Misc.	(\$10,000.00)	

	ESTIMATED COSTS INCURRED/TO COMPLETE	(\$6,346,438.70)	
UNION CO FUNDING	COUNTY SEWER REIMBURSEMENT (COSTS INCLUDED ABOVE)		\$936,175.00
	POTENTIAL OUT OF POCKET COSTS BEFORE ADDITIONAL FUNDS*		(\$4,279,358.21)
NEW FUNDING	CRTPO Budget Shortfall Funds Awarded		\$2,197,600
Total	Potential Estimated Out of Pocket*		(\$2,081,758.21)
	Additional NCDOT Funds to Be Spent Last on Non-Betterment Costs Above Estimates		\$300,000.00
*Based on estimates. Actual costs could be higher or lower.			

- Per the above chart, the Town’s estimated additional out of pocket cost for this project is **\$2,081,758.21** including a combined 25% contingency and escalation factor.² In contrast, the original 2014 agreement with NCDOT appears to contemplate a local commitment of \$400,000 (not including design).
- Any actual costs above estimated/funded amounts would be the Town’s responsibility except for the \$300,000 provided by NCDOT for costs beyond what is estimated/funded for non-betterment work.
- Notably, the Town Council could choose not to fund enhanced landscaping and just have grass around the intersection. This deletion is estimated to save about \$55,000.
- To move forward, the Town must enter into a supplemental agreement with NCDOT which is enclosed below. Several notable items from this supplemental agreement include:
 - o NCDOT will assume all maintenance responsibilities for the safety improvements, with the Town assuming all maintenance responsibilities for the new pedestrian improvements to the intersection. (This was all the Town’s responsibility in the original agreement).
 - o The Town shall complete the project by 5/1/23.
 - o Once the Town executes the agreement, NCDOT estimates it could take about 2 months for the agreement to receive the required formal approvals from Raleigh.
 - o The original agreement with NCDOT would otherwise remain valid.
- Please note that staff have worked diligently with representatives from CRTPO and NCDOT and done everything in our power to verify what parts

² A larger contingency and escalation factor is recommended due to current construction market conditions and potential timeline.

of the project are eligible for reimbursement. Unfortunately, not all items are not eligible for reimbursement.

- As discussed at the 6/14/21 Council meeting, the American Rescue Plan (ARP) expenditure rules are not out yet finalized and there are a lot of unknowns. However, the N.C. League of Municipalities has advised that the current interim guidance specifically excludes transportation infrastructure projects from eligibility.

Next Steps:

If the Town seeks to move forward, then the Town Council would need to approve the supplemental agreement and then send an executed agreement to NCDOT. NCDOT indicates it could take 2 months to get the agreement formally approved through its appropriate channels. In the meantime, there are still some loose ends the Town is tying up on our end which may require some cost commitments (CEI selection, finalizing environmental documents since it expired due to the delay, etc.), but nothing that is anticipated to delay the project if the Council seeks to move forward.

If the Council wishes to move forward with getting ready for letting the project, it is recommended that the Board authorize staff with a budget of \$50,000 to move forward. If the Town moves forward with this and awards a contract, staff would very cautiously project that construction work would likely begin in Q1 of 2022. However, there are numerous moving parts here so please understand this is a rough projection.

Options for Council's Consideration:

- 1.) Approve the NCDOT supplemental agreement, accept CRTPO funding, and direct staff to move forward towards letting the project with a budget of \$50,000, and let the project with the understanding that the Town is responsible for covering budget funding shortfalls not covered by the NCDOT and Union County agreements.
 - a. Pros
 - i. The intersection improvement efforts could proceed.
 - ii. Project will likely be done quicker than the other options.
 - iii. Staff field more calls with concerns regarding this intersection than any other singular issue in Town.
 - iv. If the Town chose to not move forward with the project in the timeframe specified, the federal government/NCDOT

could/would likely make the Town repay the funds already reimbursed to the Town for work done thus far (over \$1.2 million plus NCDOT costs).

- v. The Town would still be able to see what bid amounts are received before awarding a construction contract.

b. Cons

- i. Potentially spending a significant amount of the Town's fund balance reserve funds on State roads.
- ii. Would potentially take away funds for Town operations, priorities, etc. and thus may potentially hinder future efforts.
- iii. Could be spending Town local funds when other further funding may be potentially available. Although, the Town could still pursue state fund simultaneously via our elected officials.
- iv. Numbers are estimates so the actual bids/construction cost could turn out to be higher (and again the Town would cover any additional costs above estimates and funding levels).

2.) Approve the NCDOT supplemental agreement, accept CRTPO funding, direct staff to move forward towards letting the project with a budget of \$50,000, but wait to see what funds (if any) can be secured by our state elected officials prior to letting the project, and only consider moving forward with letting once that is determined.

a. PROS

- i. Continuing pursuit of non-local funds which, if successful, would free up significant Town funds for Town operations and pursuit of priorities.
- ii. Still plan to move forward towards to address intersection issues.

b. CONS

- i. In the meantime, construction costs could go up. The Town may need to update plans and documents depending on timeline (which would likely come with a cost).
- ii. Further delay would likely be unpopular with some members of the public. In the meantime, the intersection would continue to function poorly.
- iii. Need to still meet the deadline contemplated in the agreement.

3.) Do not move forward with the project.

a. PROS

- i. The Town would not have to cover the estimated funding shortfall.

- ii. Would potentially put the responsibility of fixing the state road intersection with the state (NCDOT).
- b. CONS
- i. NCDOT has indicated that the federal government would likely request back funds received by the Town thus far (approximately \$1.216 million). NCDOT did not know if there would be any other penalties. If Council wishes to pursue this option, staff will research further.
 - ii. The Town would forego the benefit of project expenses paid/incurred by the Town to date.
 - iii. The intersection would continue to function poorly and there would be no anticipated timeframe/plan of when/how it would be fixed.
 - iv. Would likely be controversial with members of the public and likely increase distrust/confidence in the Town with some.
 - v. Could hinder our ability to get certain grants in the future.



CRTPO 2020 - 2029 TIP Amendments - 2021 Shortfall Awards

June 2021 TCC and Board Meetings

TIP Amendments							
TIP/STIP No.	Jurisdiction / Project Name	Category	Amendment Description	Funding Type	Current Phase	Funding Amt	FY
EB-5819	Town of Waxhaw Downtown Waxhaw pedestrian and bicycle facility enhancements.	Non-Highway (Bike & Ped)	Add funding to construction for FY 22 per the 2021 Shortfall application from Waxhaw.	BGDA	Construction	\$100,000	2022
				Local Match	Construction	\$100,000	2022
U-5112	Town of Stallings Pleasant Plains Road at Potters Road. Construct intersection improvements.	Urban Highway	Add funds to right-of-way and construction in FY 21 as per the 2021 Shortfall application from Stallings.	Local Match	Right-of-Way	\$135,200	2021
				BGDA	Right-of-Way	\$540,800	2021
				Local Match	Construction	\$414,200	2021
				BGDA	Construction	\$1,656,800	2021
U-6087	Village of Wesley Chapel Potter Road at Wesley Chapel Road. Construct roundabout.	Urban Highway	Add funds for engineering, right-of-way and construction in FY 22 as per the 2021 Shortfall application from NCDOT and Village of Wesley Chapel.	Local Match	Engineering	\$20,000	2022
				BGDA	Engineering	\$80,000	2022
				Local Match	Right-of-Way	\$63,200	2022
				BGDA	Right-of-Way	\$252,800	2022
				Local Match	Construction	\$65,400	2022
				BGDA	Construction	\$261,600	2022
U-6088	Village of Marvin New Town Road at Marvin Road. Construct roundabout.	Urban Highway	Add funding to construction for FY 22 per the 2021 Shortfall application from NCDOT and the Village of Marvin.	BGDA	Construction	\$362,000	2022
				Local Match	Construction	\$90,500	2022

Continued



CRTPO 2020 - 2029 TIP Amendments - Maintenance Awards

June 2021 TCC and Board Meetings

TIP Addition							
TIP/STIP No.	Jurisdiction / Project Name	Category	Amendment Description	Funding Type	Current Phase	Funding Amt	FY
TBD	Iredell County Supplemental Maintenance Funding - Various Routes, Various Maintenance Activities Including Resurfacing, Pavement Striping, etc.	Highway & Intersection	Add various routes and maintenance activities to Iredell County. Projects may include, but not limited to, resurfacing, pavement restriping, etc., not previously programmed in FY 22.	BGDA-CV	Construction	\$975,000	2022
TBD	Mecklenburg County Supplemental Maintenance Funding - Various Routes, Various Maintenance Activities Including Resurfacing, Traffic Signal Loop Replacement, Pavement Restriping and Markets, Traffic Signal Upgrades, and Sign Replacement	Highway & Intersection	Add various routes and maintenance activities in Mecklenburg County. Projects may include, but not limited to, resurfacing, traffic signal loop replacement, pavement restriping, traffic signal upgrades, etc., not previously programmed in FY 22.	BGDA-CV	Construction	\$5,721,450	2022
TBD	Union County Supplemental Maintenance Funding - Various Routes, Various Maintenance Activities Including Resurfacing, Traffic Signal Loop Replacement, and Pavement Restriping	Highway & Intersection	Add various routes and maintenance activities within the CRTPO's boundaries of Union County. Projects may include, but not limited to, resurfacing, traffic signal loop replacement, pavement restriping, etc., not previously programmed in FY 22.	BGDA-CV	Construction	\$1,252,550	2022

NORTH CAROLINA
UNION COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 6/22/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5112

AND

WBS ELEMENTS: PE _____

ROW 42374.2.1

TOWN OF STALLINGS

CON 42374.3.1

OTHER FUNDING: _____

FEDERAL-AID #: STPDA-1032(003)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$2,497,600

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

WITNESSETH:

WHEREAS, the Department and the Municipality on 2/13/2014, entered into a certain Project Agreement for the original scope: widening improvements to Potters Road (SR 1357) and construction of selected turn lanes at its intersection with Pleasant Plains Road (SR 1364) in Stallings, programmed under Project U-5112; and,

WHEREAS, the Department has agreed to increase the funding and extend the completion date;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse one hundred percent (100%) of eligible expenses incurred by the Municipality up to a maximum of Eight Hundred Twenty-Five Thousand Dollars (\$825,000) in HSIP funds. After reimbursement of HSIP funds, the Department shall

reimburse eighty percent (80%) of eligible expenses incurred by the Municipality up to a maximum of Three Million Seven Hundred Ninety-Seven Thousand, Six Hundred Dollars (\$3,797,600) in STBG-DA funds. After reimbursement of STBG-DA funds, the Department shall also reimburse up to a maximum amount of \$300,000 in state funds. The Municipality shall provide a local match to the federal funds, as detailed in the REVISED FUNDING TABLE below, and all costs that exceed the total estimated cost. The HSIP funds are only applicable towards reimbursement for right of way and turn-lane improvements at the intersection of Potters Road and Pleasant Plains Road.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate	State Funds
HSIP (#4600)	\$825,000	100%	N/A	N/A	
STBG-DA (#4600)	\$1,600,000	80%	\$400,000	20%	
STBG-DA (#10896)	\$2,197,600	80%	\$549,400	20%	
State Funds (#10896)	N/A	100%	N/A	N/A	\$300,000
Subtotals	\$4,622,600		\$949,400		\$300,000
Total Estimated Cost			\$5,872,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside seven percent (7%) of the total estimated cost, or \$411,040, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality’s appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

TIME FRAME (PERIOD OF PERFORMANCE)

The Municipality shall complete the Project by May 1, 2023. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

17. MAINTENANCE

Upon completion of the Project:

- A. The Department shall assume all maintenance responsibilities for the safety improvements to Potters Road (SR 1357) and Pleasant Plains Road (SR 1364).
- B. The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the new pedestrian improvements to the intersection.

21. OTHER PROVISIONS

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 2/13/2014, is ratified and affirmed as therein provided.

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

L.S. ATTEST:

TOWN OF STALLINGS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Stallings
ATTN: Mr. Alex Sewell
PO Box 4030
Stallings, NC 28106

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

UNION COUNTY

DATE: 12/2/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5112

AND

WBS Elements: PE _____

ROW 42374.2.FD1

TOWN OF STALLINGS

CON 42374.3.FD1

OTHER FUNDING: _____

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] \$2,425,000

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

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the Town of Stallings has requested federal funding for safety improvements to Potters Road (SR 1357), hereinafter referred to as the Project, in Union County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$2,425,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of widening improvements to Potters Road (SR 1357) and construction of selected turn lanes at its intersection with Pleasant Plains Road (SR 1364) in Stallings.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Two Million Four Hundred Twenty Five Thousand Dollars (\$2,425,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost. The HSIP funds are only applicable towards reimbursement for right of way and turn-lane improvements at the intersection of Potters Road and Pleasant Plains Road.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
HSIP	\$825,000	100%		
STP-DA	\$1,600,000	80 %	\$400,000	20 %
Total Estimated Cost			\$2,825,000	

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, by 06/30/2015, in order to authorize construction funds prior to the end of the Federal Fiscal Year (September 30). In the event additional time is required to complete pre-construction activities, the Department will accept a written request for an extension of time as long as authorization of construction funds can still occur in the same Federal Fiscal Year. Any extensions of time beyond the current Federal Fiscal Year will require a supplemental agreement.

The Municipality shall complete the Project by 12/31/2016. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The

Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the safety improvements to Potters Road (SR 1357), or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of

\$2,425,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_default) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

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

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

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

E-VERIFY COMPLIANCE

Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

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

21. SUNSET PROVISION

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

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

ATTEST:

TOWN OF STALLINGS

BY: Signell S Hillhouse

BY: [Signature]

TITLE: Interim Town Clerk

TITLE: Erinn E. Nichols
Interim Town Manager

DATE: 01.14.14

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by Town Council of the Town of Stallings as attested to by the signature of Lynell Hillhouse ^{Interim} Clerk of the Council on 01.14.14 (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]

(FINANCE OFFICER)

(SEAL)

Federal Tax Identification Number

56-114-6643

Town of Stallings

Remittance Address:

P. O. Box 4030

Stallings, NC 28106

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(CHIEF ENGINEER)

DATE: 2/13/14

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1-9-14 (Date)

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) **INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered as of the latest date of the signatures set forth below, by and between the Town of Stallings, a North Carolina municipal corporation ("Town") and Union County, a political subdivision of the State of North Carolina ("County"). Town and County shall be collectively, referred to herein as the ("Parties").

RECITALS:

WHEREAS, the Parties have had discussions regarding the need for the County to assess specific wastewater needs for the Town;

WHEREAS, the County adopted a 2011 Comprehensive Water and Wastewater Master Plan ("UCMP") which projected the major collection system capital infrastructure necessary and addressed certain specific water and wastewater system needs of communities served by the County system, including the Town;

WHEREAS, a conceptual collection system improvement plan was developed for the area along Potter Road between Old Monroe Road and Pleasant Plains Road ("Potter Road intersection");

WHEREAS, this plan includes preliminary recommendations for diameters and locations of gravity sewers within the Potter Road intersection;

WHEREAS, the Town has contracted with Kimley Horn and Associates to create a downtown development plan and the Town intends to make improvements to the Potter Road intersection as part of said downtown development plan;

WHEREAS, the County contracted with Black & Veatch to provide estimates of wastewater flow projections based upon Kimley Horn's build out and development plan, and Black & Veatch recommended improvements financed by the Town and the County; and,

WHEREAS, the County agrees to be responsible for construction and engineering costs for the sewer segments connecting downtown Stallings development to the existing County sewer system as outlined in the February 18, 2013, report prepared by Black & Veatch, and the Town agrees to be responsible for the costs associated with sewer segments within the downtown Stallings development.

WITNESSETH:

NOW, THEREFORE, pursuant to the authority of N.C. General Statute § 160A-461, and subject to and for and in consideration of the terms, covenants and provisions set forth herein below, and the preambulatory recitals set forth herein above, Town and County agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth and define the payment responsibilities between the parties for the project described above (the "Project").
2. **Project.** Based on a report prepared by Black & Veatch dated February 18, 2013, the Project consists of approximately 8,910 linear feet of 8-inch gravity sewer with appurtenances. The County is responsible for the cost of approximately 3,080 linear feet of 8-inch gravity sewer with appurtenances that will connect the downtown Stallings development to the existing County sewer system. The Town shall be responsible for the actual construction of all sewer lines and appurtenances related to the Project, regardless of which party is responsible for the cost of certain portions of the Project. The Town shall also ensure that all sewer infrastructure in the Project conforms to specifications satisfactory to County's Public Works Department.
3. **Bidding.** The Town shall solicit bids for construction of the Project in compliance with Chapter 143, Article 8, of the North Carolina General Statutes, which governs State and Local Government construction projects. In doing so the Town will specify the County's actual construction cost.
4. **Costs.** Based upon a report from Black & Veatch dated February 18, 2013, the total costs of all recommended improvements in the Project is estimated to be \$874,000. The County hereby agrees to pay 100% of the actual construction costs of the approximately 3,080 linear feet of 8-inch gravity sewer with appurtenances for connecting the downtown Stallings development with the existing County sewer system (which are currently estimated to be approximately \$282,000), and 100% of engineering costs associated with connecting the downtown Stallings development with the existing County sewer system, which amount shall not exceed \$42,000.
5. **Payments.** The County agrees to submit payment to the Town within 30 days of receiving an invoice from the Town for payment of the construction and engineering fees, provided that such invoice only includes costs actually incurred by the Town.
6. **Term of Agreement.** This Agreement shall terminate upon the completion of all terms and conditions stated herein.

7. Amendments. The terms of this Agreement may be modified in whole or in part only by a written instrument properly signed by Town and County. Any oral agreement to modify this Agreement shall be void and of no force and effect.

8. Compliance with Applicable Law. In performing the services pursuant to this Agreement, the Parties shall comply with all laws, rules, regulations, ordinances, codes, standards and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

IN WITNESS WHEREOF, the Town and County have executed this Agreement to be duly executed and entered as of the latest date set forth below.

ATTEST

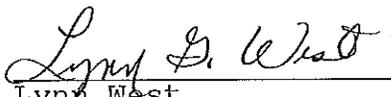

Lynell Hillhouse,
Interim Town Clerk

TOWN OF STALLINGS

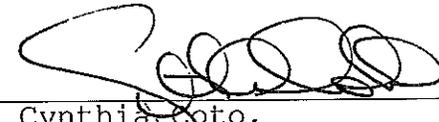
By: 
Erinn Nichols,
Interim Town Manager

Date: 1.28.14

ATTEST:


Lynn West,
Clerk to the Board

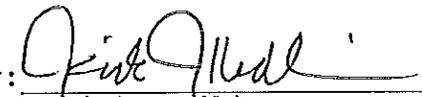
UNION COUNTY

By: 
Cynthia Coto,
County Manager

Date: 1-7-14

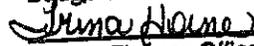
APPROVED AS TO LEGAL FORM BFL

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

By: 
Kirk Medlin,
Town Finance Director

By: _____
Jeffrey Yates,
County Finance Director

This Instrument Has Been Preaudited in The
Manner Required By The Local Government
Budget And Fiscal Control Act


Deputy Finance Officer

Reappointment Applicants	New Term Expiration	New Appointment Applicants	Term Expiration	Remaining Vacancies (After all appointments made)	Notes
Historical Committee Marie Garris	3/31/2023	/		Historical Committee Full Member (3)	
Parks and Recreation -----	3/31/2023	Parks and Recreation Benjamin Diaz	3/31/2023	Parks and Recreation Youth Member (1) Full Member (6)	
Planning Board/BOA* -----		/		Planning Board/BOA Zero (0)	*This committee will have two (2) members up for reappointment in Sept. 2021.
Public Safety Susan Connerly	3/31/2023	/		Public Safety Full Member (1)	
Stormwater -----	3/31/2023	/		Stormwater Full Member (2)	
Transportation -----	3/31/2023	Transportation Terry Davis	3/31/2023	Transportation Full Member (1)	