



September 10, 2018
 Stallings Town Hall
 315 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1	7:15 p.m.	Consent Agenda Approval A. 2018 Constitution Week Proclamation B. Domestic Violence Awareness Proclamation	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 on 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	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3	7:40 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	7:45 p.m.	TX18.06.02 Accessory Structures Consideration of a text amendment to Article 2.10-2 No Accessory Structure in Setback and Article 8.4-2 Single Family Residential Districts (SFR-1, SFR-2, SFR-3) to clarify and create consistency for accessory structures in the ordinance. A. Open public hearing B. Information from staff C. Comments from the public D. Close public hearing E. Council vote	Lynne Hair, Town Planner	Approve/Deny request. <i>Motion: I make the motion to approve TX18.06.02 Accessory Structures</i>
5	7:50 p.m.	Pay and Classification Study <i>Note: This item was tabled at the July 9, 2018 Council Meeting.</i>	Alex Sewell, Town Manager	Approve/Deny contract. <i>Motion: I make the motion to approve the contract with the MAPS group to conduct a Pay and Classification Study.</i>
6	8:05 p.m.	2020-2029 TIP Development Program	Neil Burke, CRTPO Planning Coordinator	Presentation and Information
7	8:25 p.m.	Downtown/Old Monroe Road Small Area Plan	Demetri Baches, Metrocology	Presentation and Possible Action
8	9:25 p.m.	Downtown Grant Funds <i>Note: This item was tabled at the August 13, 2018 Council Meeting.</i>	Alex Sewell, Town Manager	Discussion and Possible Action
9	9:40 p.m.	Whetstone Road Abandonment Resolution	Lynne Hair, Town Planner	Adopt/Deny resolution. <i>Motion: I make the motion to adopt the Whetstone Road Abandonment Resolution.</i>
10	9:45 p.m.	Road Resurfacing Bids Contract	Kevin Parker, Asst. Town Engineer	Approve/Deny contract <i>Motion: I make the motion to give the Town Manager authority to execute a contract with in the amount of for the road resurfacing contract 2018.</i>

11	9:55 p.m.	Performance Evaluation System: A. Performance Review and Employee Development Program B. Performance Pay Policy C. Employee Certification and Training Policy	Alex Sewell, Town Manager	Approve/Deny Performance Evaluation System and Policies. <i>Motion: I make the motion to approve the:</i> A. <i>Performance Pay Policy</i> B. <i>Performance Review and Employee Development Program</i> C. <i>Employee Certification and Training Policy</i>
12	10:25 p.m.	NCLM Annual Conference Voting Representative Appointee	Alex Sewell, Town Manager	Appoint Council Representative for voting items.
13	10:30 p.m.	Stallings Fest Booths	Alex Sewell, Town Manager	Discussion and Possible Action
14	10:45 p.m.	Adjournment		

Proclamation of the Town of Stallings

declaring

Constitution Week 2018

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2018 marks the two hundred thirty first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week

NOW, THEREFORE, I, Wyatt Dunn, by virtue of the authority vested in me as Mayor of the Town of Stallings in the State of North Carolina, do hereby proclaim the week of September 17 through 23 as

Constitution Week

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this 10th day of September of the year of our Lord two thousand and eighteen.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk





Elizabeth R. Gibson

**John Foster Chapter
North Carolina Society Daughters of the American Revolution
1300 West Franklin Street, Monroe, NC 28112-4506
(704) 283-4791 elizabeth_gibson@msn.com**

August 6, 2018

Town of Stallings
Mayor Wyatt Dunn
315 Stallings Road
Stallings, NC 28104

Dear Mayor Dunn,

Once again the John Foster Chapter Daughters of the American Revolution in Monroe is working to promote patriotism in our community. The week of September 17-23 is designated as Constitution Week by Public Law 915 which was signed by President Dwight D. Eisenhower on August 2, 1956. Every year we try to bring to the attention of our citizens this anniversary of the signing of the Constitution of the United States of America. I am pleased to report to you that 100% of the Union County municipalities participated in this project last year. I have included a sample proclamation with this letter that I hope you will complete, sign, and impress with the Seal of the Town of Stallings. After the proclamation has been signed, we encourage you to add it to your website, post it in your town hall, or just include a statement "Celebrate Constitution Week Sept. 17-23" to your website

The John Foster Chapter appreciates your cooperation as we work to remind the public of the importance of this document. It has been a pleasure to work with you for the past few years.

Sincerely,

Elizabeth R. Gibson
John Foster Chapter NCSDAR
Monroe, NC

HISTORY OF CONSTITUTION WEEK

Miss Gertrude S. Carraway, while President General of the National Society Daughters of the American Revolution, was responsible for the annual designation of September 17-23 as Constitution Week. The DAR made its own resolution for Constitution Week which was adopted April 21, 1955.

Members of the United States Congress received the DAR resolution and on June 7, 1955, the resolution was discussed in the Senate. The first resolution to observe Constitution Week was made June 14, 1955, by Senator William F. Knowland of California. Following passage of the resolution by both Houses of Congress, President Eisenhower issued his proclamation on August 19, 1955.

The first observance of Constitution Week was so successful that on January 5, 1956, Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. The resolution was adopted on July 23 and signed into Public law 915 on August 2, 1956. This is the 60th anniversary of the first resolution by the U.S. Congress to observe Constitution Week.

For his patriotic aid and interest, Senator Knowland received an Award of Commendation from the NSDAR Continental Congress in April of 1956.

North Carolina has a special interest in the story of how Constitution Week came to be signed into law because Miss Gertrude S. Carraway is the only North Carolinian ever to be elected to the position of President General of the National Society Daughters of the American Revolution. She served from 1953-1956. She was a lifelong resident of New Bern, North Carolina.



PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence affects all Union County residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

WHEREAS, domestic violence includes not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

WHEREAS, domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there have been 1,244 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

WHEREAS, according to the North Carolina Council for Women, domestic violence programs across the state responded to over 119,000 crisis calls and provided services to over 50,000 victims last year; and

WHEREAS, the key to prevention is education, community awareness, having zero tolerance for domestic violence, and requiring accountability by the abuser; and

WHEREAS, Union County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

NOW, THEREFORE, be it resolved that I, Wyatt Dunn, Mayor of the Town of Stallings, do hereby proclaim October 2018 as Domestic Violence Awareness Month in Union County and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in our State each year and to become part of the efforts to stop violence in families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Stallings to be affixed this the 10th day of Septmeber, 2018.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Memo:

TO: Town Council
FROM: Lynne Hair, Planning Director
SUBJECT: TX18.06.02: The purpose of this text amendment is to clarify the placement of accessory structures and to maintain consistency of accessory structures throughout the ordinance.
DATE: September 4, 2018

On February 26, 2018, the Town Council adopted the new Stallings Development Ordinance.

After adoption, staff recognized inconsistencies within the ordinance that pertain to accessory structures. To clarify and create consistency for accessory structures throughout the ordinance, Staff is recommending the following text amendments to Article 2, 8, & 9 of the Stallings Development Ordinance:

1. Article 2.10 Structures and Uses Limited in Yards

2.10-2 *Accessory Structures located in Setback. Except as otherwise provided in this article, accessory structures located within an established setback or required side yard can be no closer than five (5) feet of a side or rear lot line and meet requirements established in Article 9 for Building Type. Accessory structures on corner lots must meet the established side yard setbacks and accessory structures in double frontage lots must meet established rear yard setback.* Where permitted, accessory dwellings may be located no closer than four (4) feet to the right-of-way or easement of an abutting mid-block alley, nor closer than five (5) feet to an abutting rear property line. Fences, walls, security gates, paths, walkways, mailboxes, utility poles, lighting fixtures, patios at grade, and similar features may be located in an established setback or required yard, so long as the sight triangle on corner lots is protected according to the provisions of section 2.11 of this Ordinance.

2. Article 8.4-2 Single Family Residential Districts (SFR-1, SFR-2 and SFR-3)

(I) *Accessory structures shall comply with the requirements set forth in Article 2 and 9.*

Planning Board Recommendation

At their August 20, 2018 meeting, the Planning Board unanimously recommended approval of the requested text amendment.



TX18.06.02

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, the clarification of accessory structures will mediate the inconsistency of accessory structures within the ordinance; and,

WHEREAS, the clarification of the ordinance will create easy to follow ordinance standards for the public and staff;

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO ORDAIN
AMENDING THE STALLINGS DEVELOPMENT ORDINANCE AS FOLLOWS:

1. Article 2.10 Structures and Uses Limited in Yards

2.10-2 Accessory Structures located in Setback. Except as otherwise provided in this article, accessory structures located within an established setback or required side yard can be no closer than five (5) feet of a side or rear lot line and meet requirements established in Article 9 for Building Type. Accessory structures on corner lots must meet the established side yard setbacks and accessory structures in double frontage lots must meet established rear yard setback. Where permitted, accessory dwellings may be located no closer than four (4) feet to the right-of-way or easement of an abutting mid-block alley, nor closer than five (5) feet to an abutting rear property line. Fences, walls, security gates, paths, walkways, mailboxes, utility poles, lighting fixtures, patios at grade, and similar features may be located in an established setback or required yard, so long as the sight triangle on corner lots is protected according to the provisions of section 2.11 of this Ordinance.

2. Article 8.4-2 Single Family Residential Districts (SFR-1, SFR-2 and SFR-3)

- (I) Accessory structures shall comply with the requirements set forth in Article 2 and 9.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2018.

Wyatt Dunn

Mayor

Erinn Nichols

Town Clerk



Statement of Consistency and Reasonableness

(As per NC General Statute 160-383)

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.

CONDITIONAL ZONING:

TX18.06.02

REQUEST:

To amend Article 2, Section 2.10 Structures and Uses Limited in Yards; and Article 8, Section 8.4-2 Single Family Residential Districts of the Stalling Development Ordinance to clear up inconsistencies within the ordinance pertaining to accessory structures.

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 to allow for accessory structures. At their September 10, 2018 the Stallings Town Council voted to recommend APPROVAL of the proposed text amendment and stated that the, Board 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, Mayor

Erinn Nichols, Town Clerk



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 7/5/18
RE: Pay & Classification Study Contract

Purpose: This memorandum's purpose is to educate the Town Council on the timeline for the pay & classification study and request formal approval of the pay & classification study contract.

Background: On May 14, 2018, the Town Council approved by consensus conducting a pay and classification study using an outside expert consultant.

Timeline: The process would start in November with the goal of being completed in March 2019 in time for the budget process. Enclosed is a summary overview of the process.

Recommendation: Approve the contract with the N.C. League of Municipalities for a comprehensive pay and classification study.

THIS MEMO WAS PULLED FROM THE JULY 9, 2018 AGENDA.

Classification and Pay Study Information

Conducting a classification and pay study typically takes approximately 2.5 to 4 months, depending on the size of the organization. The MAPS Group's approach is to make the process as transparent and understandable as possible. We believe this is important because a good study can have a negative morale impact if employees misunderstand it or if the study lacks credibility with employees.

We also strongly recommend undertaking a study only when there is commitment to follow through with funding the implementation. The negative impact on morale is significant if a study is not implemented. Implementation costs are the greater cost, not the fee to conduct the study. We work with organizations to phase the study in over two or three years if the implementation costs are greater than can be allocated in one year.

Questionnaires. All employees who are in the retirement system are typically included in the study and each employee in the study should complete a Position Description Questionnaire. These can be downloaded in either Word or PDF from our website www.themapsgroup.com. The Word document can be completed digitally and then printed and signed. Hand written form completion on the PDF version is fine as well.

On-site Meetings and Interviews. Once we receive the completed questionnaires, we schedule an on-site visit that includes meetings and interviews. We usually start with a meeting with management and department heads and go over the process and methodology of the study, answer questions, discuss time lines, and identify a list of organizations to include in the salary survey. We then have orientation meetings for employees to attend to hear about the process and methodology and ask questions. The number of these meetings depends on the size of the workforce. These meetings can be videotaped if not all employees are able to attend the scheduled sessions.

During this trip we also conduct interviews with employees. We interview at least one employee with each different set of duties as described on the questionnaires regardless of job titles. The purpose of the interviews is to make sure we accurately understand duties and responsibilities listed on the questionnaires so we can accurately classify the jobs and make accurate salary comparisons.

Analysis and Report Preparation. After interviews we conduct the salary survey, write a narrative report with our findings, prepare organization charts that reflect recommended classification titles, prepare the recommended salary chart and assign each classification to a salary range based on market data, identify which positions are exempt for FLSA purposes, perform a benefits survey, and write or update class specifications (job descriptions). All of this is then sent back to the organization in draft form for review and to provide us with feedback before finalizing the study and presenting it to elected officials.

Personnel Policy Update. In most classification and pay studies, we also review and make recommendations to update the personnel policy. Review is for modern, effective and best practices approaches as well as legal and regulatory compliance.

Presentation to Elected Officials. We have found that a presentation to elected officials on the process and methodology of the study prior to providing the recommendations to them helps them understand and review the study with better context and acceptance. It is best to present the study in a work session environment because it takes approximately 1 to 1.25 hours. We typically do a 30 to 45 minute presentation (depending on questions) and then pass out the study documents and walk elected officials through the document. We then leave it with them for review and come back when they are ready to address any questions or issues.

For municipalities and NCLM Associates, these studies are performed on a contract with the NCLM with The MAPS Group as a subcontractor.



150 FAYETTVILLE STREET
SUITE 300
RALEIGH, NC 27601
919-715-4000 | WWW.NCLM.ORG

May 14, 2018

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

Dear Alex:

We are pleased to be able to offer the enclosed Memorandum of Agreement to the Town of Stallings to perform the specified personnel services as described herein.

This contract will be performed through an agreement between the North Carolina League of Municipalities and the MAPS Group. This private consulting firm consists of former and current practicing human resource management professionals in the public sector who specialize in human resources and general management. They are, or have been, employed in human resources departments at the state and municipal level of government and undertake consulting assignments for the North Carolina League of Municipalities.

I will have overall responsibility for this project to determine that all contractual obligations of this study are successfully met.

If you have any questions, or need clarification on any item contained within our Memorandum of Agreement, please contact me at the League Office.

Sincerely,

Hartwell Wright/kb

Hartwell Wright
Human Resources and Employee Relations Consulting Manager

HW/kb
Enclosures

MEMORANDUM OF AGREEMENT
PERSONNEL SERVICE
TOWN OF STALLINGS

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between the North Carolina League of Municipalities, an unincorporated association, hereinafter called "League", and the Town of Stallings, an incorporated municipality hereinafter called "Town."

WITNESSETH

In consideration of the amounts of money hereinafter agreed to be paid, and in consideration of the other conditions hereinafter agreed to by the Town of Stallings, the League offers to perform the following services:

Scope of Services

The League agrees to provide through its subcontractor The MAPS Group the services described and set forth in Attachment "A", Scope of Services, which is incorporated into and made a part of the Memorandum of Agreement by reference.

Time for Performance

The time for performance will be approximately three (3) months. The contract can begin at a time mutually agreed upon between The MAPS Group and the Town.

Cost

The fee for the proposed work is eight thousand six hundred eighteen dollars (\$8,618.00). In addition, the Town will be billed for actual itemized expenses for mileage, meals, lodging, printing and supplies (estimated at around \$500.00).

In consideration of the services performed by the League, the Town agrees to abide by and perform the following:

The MAPS Group will bill the Town for one payment of \$2154.50 at the beginning of the study, the same amount upon completion of the interviews, the same amount upon completion of the draft of the study, and a final payment of the same amount plus actual itemized expenses when the study is completed. This cost includes ten (10) copies of the completed study document. The Town agrees to remit payment to The MAPS Group upon receipt of each of the statements referred to above.

Execution

If this Memorandum of Agreement is not executed and returned to the League Office within thirty (30) days from the submission date, the time frame for performance may have to be renegotiated.

If the terms of this contract are acceptable, please sign two (2) copies and return one to the League office.

SUBMITTED BY:

ACCEPTED BY:

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

STALLINGS

Hartwell Wright/kl
Hartwell Wright
Human Resources and Employee
Relations Consulting Manager

Name

05/14/2018
Submission Date

Title

Date

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

(Signature of Finance Officer)



ATTACHMENT "A"

SCOPE OF SERVICES

PAY AND CLASSIFICATION STUDY

SCOPE OF SERVICES

Objectives of Study

The primary purpose of this study is to conduct a comprehensive pay and classification study for the Town of Stallings to include the following work study objectives:

- To study and evaluate all positions covered by the NCLGERS within the Town for the purpose of determining the proper position classification and salary for each employee.
- To conduct a comprehensive salary survey of appropriate public and private sector organizations to determine that the Town's salaries, benefits and wages are competitive within the applicable job market.
- To prepare or update class specifications for each position class based upon current job duties and requirements, outlining appropriate ADA information.
- To prepare a pay plan for the Town as required to maintain a competitive system of salaries and wages.
- To identify those classes of positions that are "exempt" and "non-exempt" in compliance with the Fair Labor Standards Act (F.L.S.A.) of 1983 as amended in 1985.
- To review and make recommendations concerning the effectiveness of the Town's overall compensation system including compression issues.

Study Work Components

A. Preparation of the Classification and Pay Plan

1. Conduct a comprehensive review of the Town's Personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related Personnel components.
2. Conduct a meeting with Town Manager and department heads to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.
3. Conduct orientation sessions with employees to cover the purposes and process of the study. These meetings help establish realistic expectations with employees and reduce mis-information. The meetings will cover:
 - * purposes of the study;
 - * steps in conducting the study;
 - * study methodology;

- * what the study will and will not cover;
 - * distribution and review of how to complete questionnaires; and
 - * answer any questions
4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the desk audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
 5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
 - * Difficulty, complexity, and variety of work
 - * Education and experience requirements of the job
 - * Nature and extent of public contact
 - * Physical effort and hazards; and
 - * Supervision given and received.

B. Development of the Pay Plan

1. A survey of salary plans will be performed utilizing public sector jurisdictions and other organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the Town in consultation with The MAPS Group. The salary survey will request hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

C. Preparation of the Employee Allocation List

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade, proposed salary grade, recommended salary, and proposed increase amount (if applicable).
2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

If more than three options are needed, there will be an additional charge of \$250 per additional option.

FLSA Status

As part of this study, the MAPS Group will identify and recommend positions that the Town may consider Exempt from the Wage and Hour Provisions of the Fair Labor Standards Act.

Personnel Policy

The MAPS Group will review and make recommendations for updating the Town's personnel policy to be consistent with modern and effective human resource management and current laws and regulations. The personnel policy is reviewed for policy versus procedural language and is recommended to meet a balance of providing guidance without including unnecessarily restrictive or detailed procedures. If needed, a new policy will be provided.

Communication with the Town

During the study, MAPS principals will be available to Town management to clarify any steps, current stage of the study, or other issues related to the study by phone and Email. In addition, while MAPS principals are on site for orientation and/or interviews, personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make one visit to discuss management reactions to the study prior to finalizing it. After the draft review, the MAPS Group will make a presentation to the Town Council/Board of Commissioners and then return once more to respond to discussion and questions. Any additional trips will require additional fees.

Involvement of Town Staff

Town staff members will be required to complete position description questionnaires for each position, prepare organization charts, participate in interviews if selected (all department directors will be interviewed), provide copies of personnel policy and current job descriptions, provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

Results of the Study

The study will result in the publication and delivery to the Town of ten (10) copies of the report to include the classification plan, class specifications, compensation plan, and implementation costs. The MAPS representative will formally present the study to the Town Council/Board and be available to respond to questions.

Plan Maintenance

Once the study is complete and implemented, the MAPS Group will provide assistance to Town staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to five years following the study for \$200 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the Town with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the Town with a digital copy of all class specifications.

Project Staff

The project manager will be Cheryl Brown. Additional team members will be subject to approval by the Town.



TO: Mayor Dunn; Town Council

FR: Alex Sewell

DATE: 9/5/18

RE: State Awarded Downtown Revitalization Grant

Purpose: This memorandum's purpose is to provide requested options for how to spend remaining downtown revitalization grant funds and to seek direction.

Background: The Town has received \$50,000 in State grant funds for downtown revitalization. On 8/13/18, the Town Council approved \$30,000 for the CEM Campus Small Area Plan and directed staff to provide some options on how the remaining funds could be spent.

Options:

- 1.) Town Hall Streetscape – The funds could be used towards streetscape design for Town Hall. The plan includes several components including curb and gutter, on-street parking, street trees, multi-use paths, and hardscape components that include benches, knee walls, and signage. While the conceptual design is extensive, the Town could seek to complete design on adding curb/gutter and parking as a start.
 - a. Enclosed is a preliminary estimate of costs.
- 2.) Land Banking – To help purchase property in the general area defined by the Small Area Plan as the Town Center. Acquiring property would give us the ability of direct control of development through a public/private partnership. As a result, it would increase the likelihood that this node would develop as envisioned by the Town.
- 3.) Any other option the Council deems appropriate related to downtown revitalization.

Timeline: The State indicates the Town should submit paperwork notifying the State of how the funds will be spent no later than 10/5/18. As a result, a decision is needed no later than the 9/24/18 Town Council Meeting (barring a special meeting being called prior than 10/5/18).

Stallings Town Hall

Preliminary Estimate of Probable Construction Costs

Material	Unit	Quantity*	Cost / Unit (\$)	Total (\$)
Phase 1: Curb, Gutter and Parking on Stallings Road				
Survey and Construction Staking	ls	1	\$ 8,000.00	\$ 8,000.00
Site Prep and Demolition	ls	1		\$ 15,000.00
Incidental Grading	ls	1		\$ 7,500.00
Traffic Management	ls	1	\$ 15,000.00	\$ 15,000.00
Curb and Gutter	lf	443	\$ 26.00	\$ 11,518.00
Stormwater Infrastructure	ls	1		\$ 64,000.00
Paving, Striping	sf	3460	\$ 7.50	\$ 25,950.00
Subtotal				\$ 146,968.00
Engineering & Permitting (16%)				\$ 23,514.88
Mobilization Costs (3%)				\$ 4,409.04
Contingency (7%)				\$ 10,287.76
Phase 1 TOTAL				\$ 185,179.68
Phase 2: Add Sidewalks and Streetscape				
Survey and Construction Staking	ls	1	\$ 2,000.00	\$ 2,000.00
Incidental Grading	ls	1		\$ 7,500.00
Street Trees & Soil	ea	8	\$ 900.00	\$ 7,200.00
Tree Grates & Protection	ea.	8	\$ 1,200.00	\$ 9,600.00
Colored Concrete Sidewalk	sf	2128	\$ 13.00	\$ 27,664.00
Brick Pavers	sf	2005	\$ 16.00	\$ 32,080.00
Street Lighting & Electrical	ea.	7	\$ 8,000.00	\$ 56,000.00
Subtotal				\$ 142,044.00
Engineering & Permitting (16%)				\$ 22,727.04
Mobilization Costs (3%)				\$ 4,261.32
Contingency (7%)				\$ 9,943.08
Phase 2 TOTAL				\$ 178,975.44
Phase 3: Plazas & Side Parking				
Demolition	ls			\$ 8,000.00
Incidental Grading	ls			\$ 7,500.00
Survey and Construction Staking	ls	1	\$ 2,000.00	\$ 2,000.00
Benches	ea.	8	\$ 1,200.00	\$ 9,600.00
Brick Pavers	sf	2356	\$ 16.00	\$ 37,696.00
Lattice brick wall	sf	1624	\$ 14.35	\$ 23,304.40
Landscape Materials and Installation	ls		\$ 65,000.00	\$ 65,000.00
Pergola & Tables	ls		\$ 22,000.00	\$ 22,000.00
Plaza Lighting (includes recessed lighting)	ls		\$ 35,000.00	\$ 35,000.00
Raised Planters	sf	694	\$ 12.00	\$ 8,328.00
Sculpture	allow			\$ 5,000.00
Slate (Flagstone)	sf	2558	\$ 19.50	\$ 49,881.00
Side (Angle) Parking				
Site Prep and Demolition	ls			\$ 9,500.00
Curb and Gutter	lf	234	\$ 26.00	\$ 6,084.00
Paving, Striping	sf	4619	\$ 7.50	\$ 34,642.50
Subtotal				\$ 323,535.90
Engineering & Permitting (16%)				\$ 51,765.74
Mobilization Costs (3%)				\$ 9,706.08
Contingency (7%)				\$ 22,647.51
Phase 3 TOTAL				\$ 407,655.23
Total Estimate				\$ 956,990.03

lf=linear feet; ls=lump sum; sf=square feet; allow=allowance



Memo:

TO: Town Council
FROM: Lynne Hair, Planning Director
SUBJECT: Right of Way Abandonment – Whetstone Drive
DATE: September 4, 2018

The Town has received a request to abandon an approximately .474-acre portion of Whetstone Drive. While this road is in the Town's maintenance system, it is not built to Town standards and the portion being requested for abandonment is overgrown and lacks pavement.

The applicant, Chestnut of Union, LLC is requesting the abandonment to utilize the property as a portion of their proposed future development to be located on adjacent properties (see attached exhibit). By request of Council, the applicant has conducted an appraisal of the property to assess market value. Morrison Appraisal Services provided an analysis showing the appraised value of the adjacent 10-acre parcels to be approximately \$600,000, making value of the .474-acre portion requested for abandonment \$31,000. Attached is a copy of the appraisal for your review.

The process for right of way abandonment involves council adoption of a resolution and calling for a public hearing date to be established. The resolution will then be published for four consecutive weeks prior to the hearing, and a copy sent to certified mail to all adjoining property owners. A sign signifying the Town's intent to abandon will also be posted on the property. Staff would request that Council adopt the resolution and set the public hearing date for October 8, 2018.

RESOLUTION DECLARING INTENT TO CLOSE
A PORTION OF WHETSTONE DRIVE AND CALL A PUBLIC HEARING ON THE
QUESTION ACCORDING TO NCGS §160A-299

WHEREAS, the Town of Stallings has been in communication with the property owner adjoining a portion of Whetstone Drive concerning the closing of a portion of Whetstone Drive from the southeastern corner and end of tax parcel 07-132-0031 until the end of the road which is adjacent to tax parcels 07-132-003F and 07-132-003E owned by Chestnut of Union, LLC; and consisting of approximately 20,638 square feet/ 0.474 acres as depicted in the attached Exhibit; and

WHEREAS, this portion of Whetstone Drive consists mainly of broken up asphalt, weeds, and gravel and is not in a suitable condition for vehicles to travel and is currently not being used for ingress or egress to any adjoining parcels; and

WHEREAS, the portion of Whetstone Drive from Potter Road that is adjacent to the Timothy Buboltz property tax #07-132-003J and H.W. Taylor Property tax #07-132-0031 will remain open; and

WHEREAS, the property owner adjacent to the portion of Whetstone Drive to be closed has requested that it be closed by the Town and abandoned for the future development; and

WHEREAS, the closing will not be detrimental to the public interest; and

WHEREAS, the Town of Stallings would retain utility right of ways through said corridor.

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

1. That the Town of Stallings declares its intent to close and vacate a portion of Whetstone Drive from N 2° 31'49" E 30.37' until the road ends S 17°04' 37" E 30.90, consisting of approximately 20,638 square feet or 0.474 acres.
2. That all water and sewer right of ways will be retained by the Town of Stallings.
3. That Chestnut of Union, LLC understands it will be responsible for maintenance of this portion of Whetstone Drive if the ordinance abandoning the road is adopted;
4. That a public hearing will be held on the 8th day of October, 2018 at 7 p.m. at Stallings Town Hall on said closure with notice to all persons as required by NCGS §160A-299 to be given by the Town Clerk.

Adopted this the ____ day of _____, 2018.

MORRISON APPRAISAL INC
613 Euclid Street
Monroe, NC 28110
704-283-2286

June 12, 2018

Chestnut Developers Inc
5615 Potter Road
Matthews, NC
28104

Property - Whetstone Drive
Stallings, NC 28104
Client - Chestnut Developers Inc
File No. - ChestnutDevelopersInc
Case No. -

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at Whetstone Drive, Stallings, NC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of June 12, 2018 is :

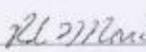
\$575,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

MORRISON APPRAISAL INC


Rob Morrison
NC Certification #A400



Owner Chestnut Developers Inc **Census Tract** 203.14 **Map Reference** See addendum
Property Address Whetstone Drive
City Stallings **County** Union **State** NC **Zip Code** 28104
Legal Description Deed books 4788-669, 4728-419, 4025-764, 4507-686, 4728-419
Sale Price \$NA **Date of Sale** NA **Property Rights** Appraised Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$11,807 (2017) (yr.)
Client Chestnut Developers Inc **Address** 5615 Potter Road, Matthews, NC, 28104
Occupant Vacant **Appraiser** Rob Morrison **Instructions to Appraiser** Provide opinion of value
Intended User Chestnut Developers Inc **Intended Use** Right of way purchase

Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev. Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Over Supply
Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
Present Land Use 65 % 1 Family % 2-4 Fam % Apts. % Condo 1 % Commercial
 100.000000 % Industrial 34 % Vacant %
Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From To
Predominant Occupancy Owner Tenant % Vacant
Single Family Price Range \$ 80,000 to \$ 500,000 **Predominant Value** \$ 200,000
Single Family Age New yrs. to 100 yrs. **Predominant Age** 40 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) **The subject property is located on Whetstone Drive and Potter Road in Stallings. The area is made up of single family houses and scattered commercial sites. There are a variety of houses with no clear predominant age or value. This is typical for the area and has no adverse affect on the marketability.**

Dimensions See tax map = 9.296 acres Corner Lot
Zoning Classification CUGR **Present improvements** do do not conform to zoning regulations
Highest and best use: Present use Other (specify) Mixes use
Eloc. Public Other (Describe) _____
Gas _____
Water _____
San Sewer _____
 Underground Elect. & Tel.
OFF SITE IMPROVEMENTS
Street Access: Public Private
Surface Asphalt
Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
Topo Fairly level
Size Average for area
Shape Fairly rectangular
View Residential/Commercial
Drainage Appears adequate
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **The subject property is not located in flood zone. A physical survey was not available at the time of inspection. This appraisal assumes there are no adverse easements, encroachments or other adverse conditions that would affect the site.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Whetstone Drive Stallings, NC 28104	Wesley Chapel Stouts Road Indian Trail, NC 28079	Old Monroe Road Stallings, NC 28104	Stallings Road Stallings, NC 28104
Proximity to Subj.		3.49 miles E	0.64 miles NE	1.89 miles NE
Sales Price	\$ NA	\$ 190,000	\$ 960,000	\$ 290,000
Price	\$	\$ 41,126	\$ 70,124	\$ 76,175
Data Source	Inspection	Public Records	Public Records	Public Records
Date of Sale and Time Adjustment	DESCRIPTION 06/12/2018	DESCRIPTION 04/04/2016	DESCRIPTION 1/29/2018	DESCRIPTION 9/22/2016
Location	Whetstone Drive	Wesley Chapel Stouts	Old Monroe Road	Stallings Road
Site Area	9.296 acres	4.62 acres +192,305	13.69 acres -308,000	3.807 acres +418,000
Tax parcel #	See addendum	07-069-001	07-129-343	07-102-026
Sales or Financing Concessions	None	None	None	None
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 192,305	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -308,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 418,000
Indicated Value of Subject		Gross 101.2% Net 101.2% \$ 382,305	Gross 32.1% Net -32.1% \$ 652,000	Gross 144.1% Net 144.1% \$ 708,000

Comments on Market Data: **The three sales are located in Indian Trail or Stallings. They are fairly similar in size.**

Comments and Conditions of Appraisal: **It is assumed that the site is suitable for development.**

Final Reconciliation: **The three sales produced a range of \$382,305 to \$708,000. Based on these sales, the value of the subject is \$575,000 or \$62,000 per acre. SEE ADDENDUM**

ADDITIONAL COMMENTS

Intended User Chestnut Developers Inc
 Property Address Whetstone Drive
 City Stallings County Union State NC Zip Code 28104
 Client Chestnut Developers Inc

SCOPE OF THE APPRAISAL

The scope of the appraisal includes an exterior inspection of the subject property and observation of the surrounding area. Information such as property values, supply and demand, etc. will be gathered by the appraiser. Information on comparable land sales will be gathered and analyzed for the sales comparison approach. The data will be researched and verified from reliable public/private sources. The opinions and conclusions will be reported in this appraisal. This appraisal is intended to meet USPAP requirements.

Any extraordinary assumptions or hypothetical conditions used in the report may have affected the assignment results.

All information in this report is contained in the work file, computer, and/or office.

TAX PARCELS

07-132-003H, 07-132-003G, 07-132-003F, 07-132-003E, 07-132-003D, 07-132-003C, 07-132-002

FINAL RECONCILIATION

Chestnut Developers Inc. wishes to buy the right of way of Whetstone Drive where they own property on both sides. A survey was provided showing 20,638 sq. ft. or .474 of an acre in the right of way. In order to determine the value of the land in the right of way, the subject is valued before the land is added and after the land is added. The difference in the two values is the value of the land in the right of way.

Value of 9.296 acres	\$575,000
Value of 9.77 acres	\$605,740 or rounded to \$606,000

The difference in value is \$31,000, which is the value of the land in the right of way.

VALUE OF .474 ACRES IN THE RIGHT OF WAY
\$31,000
AS OF JUNE 12, 2018

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions.

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

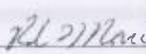
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Rob Morrison
 Company Name MORRISON APPRAISAL INC
 Company Address 613 Euclid Street
Monroe, NC 28110
 Telephone Number 704-283-2286
 Email Address morrisonappraisal@carolina.rr.com
 Date of Signature and Report June 12, 2018
 Effective Date of Appraisal June 12, 2018
 State Certification # A400
 or State License # _____
 or Other _____ State # _____
 State NC
 Expiration Date of Certification or License 6/30/2018

ADDRESS OF PROPERTY APPRAISED
Whetstone Drive
Stallings, NC 28104
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 575,000
 CLIENT
 Name _____
 Company Name Chestnut Developers Inc
 Company Address 5615 Potter Road
Matthews, NC 28104
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

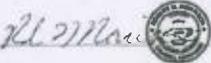
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Whetstone Drive, Stallings, NC 28104

APPRAISER:

Signature: 
 Name: Rob Morrison
 Date Signed: June 12, 2018
 State Certification #: A400
 or State License #: _____
 State: NC
 Expiration Date of Certification or License: 6/30/2018

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Did Did Not Inspect Property

USPAP COMPLIANCE ADDENDUM

Borrower or Owner **Chestnut Developers Inc**
 Property Address **Whetstone Drive**
 City **Stallings** County **Union** State **NC** Zip Code **28104**
 Lender or Client **Chestnut Developers Inc**

Purpose of the Appraisal
 The purpose of the appraisal is to provide an opinion of the market value for Chestnut Developers Inc.

Scope of Work
 The appraiser has completed an exterior inspection of the subject property as described within the contents of the report. Public Records were also utilized in preparation of the report. The appraiser has collected and analyzed data contained within the public records of Union County and the local multiple listing service. This data will be utilized in the process of analyzing the value of the subject property. The scope of the appraisal includes gathering and analyzing information from the subject's area in order to develop a sales comparison approach. The income and cost approaches are not effective when appraising vacant land.

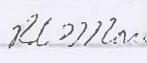
Report of the prior sales history for the subject property
 Is the subject property currently listed? Yes No List Price: \$ _____
 Has the property sold during the prior three years? Yes No If yes, describe below _____

Exposure Time
 What is your estimate of exposure time for the subject property? **4 to 6 months** Describe below the basis (rationale) for your estimate?
The exposure time should be 4 to 6 months is the property is priced competitively.

Non-real property transfers
 Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? Yes No
 If yes, provide description and valuation below _____

Additional Limiting Conditions or Additional Comments
 The highest and best use is commercial use because commercial use is legally permissible, physically possible, financially feasible and maximally productive.

Additional Certification Statements or Additional Comments

Date: **June 12, 2018** Appraiser(s): **Rob Morrison**  
 Date: _____ Review Appraiser(s): _____

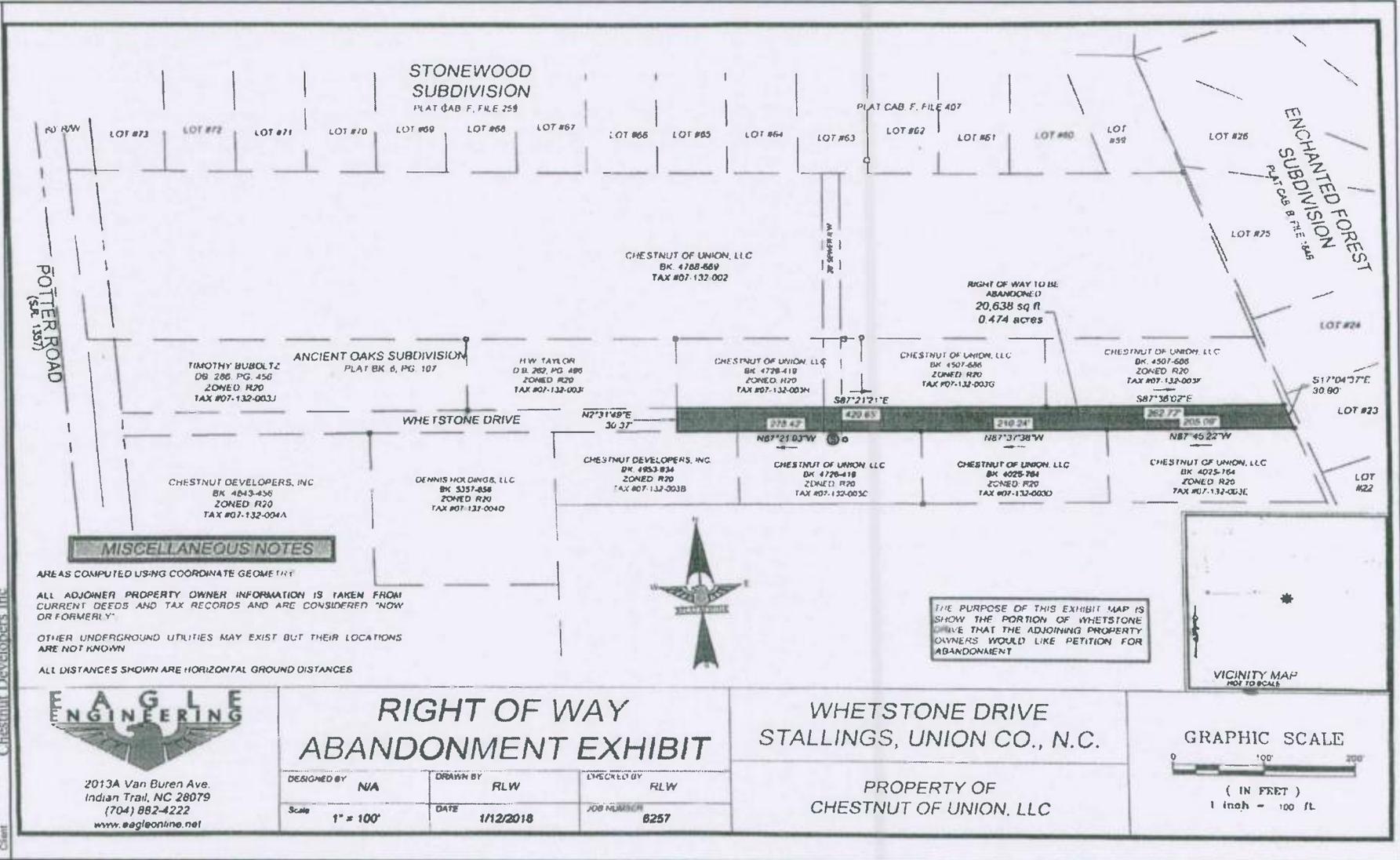
SITE PLAN

Intended User Chestnut Developers Inc
Property Address Whetstone Drive
City Stallings County Union State NC Zip Code 28104
Client Chestnut Developers Inc



Intended User
 Property Address
 City
 Client

Chestnut Developers Inc
 Whetstone Drive
 Union
 State NC
 Zip Code 28104



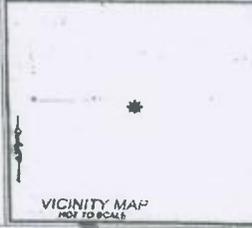
2013A Van Buren Ave.
 Indian Trail, NC 28079
 (704) 882-4222
 www.eagleonline.net

RIGHT OF WAY ABANDONMENT EXHIBIT

DESIGNED BY	N/A	DRAWN BY	RLW	CHECKED BY	RLW
Scale	1" = 100'	DATE	1/12/2018	JOB NUMBER	6257

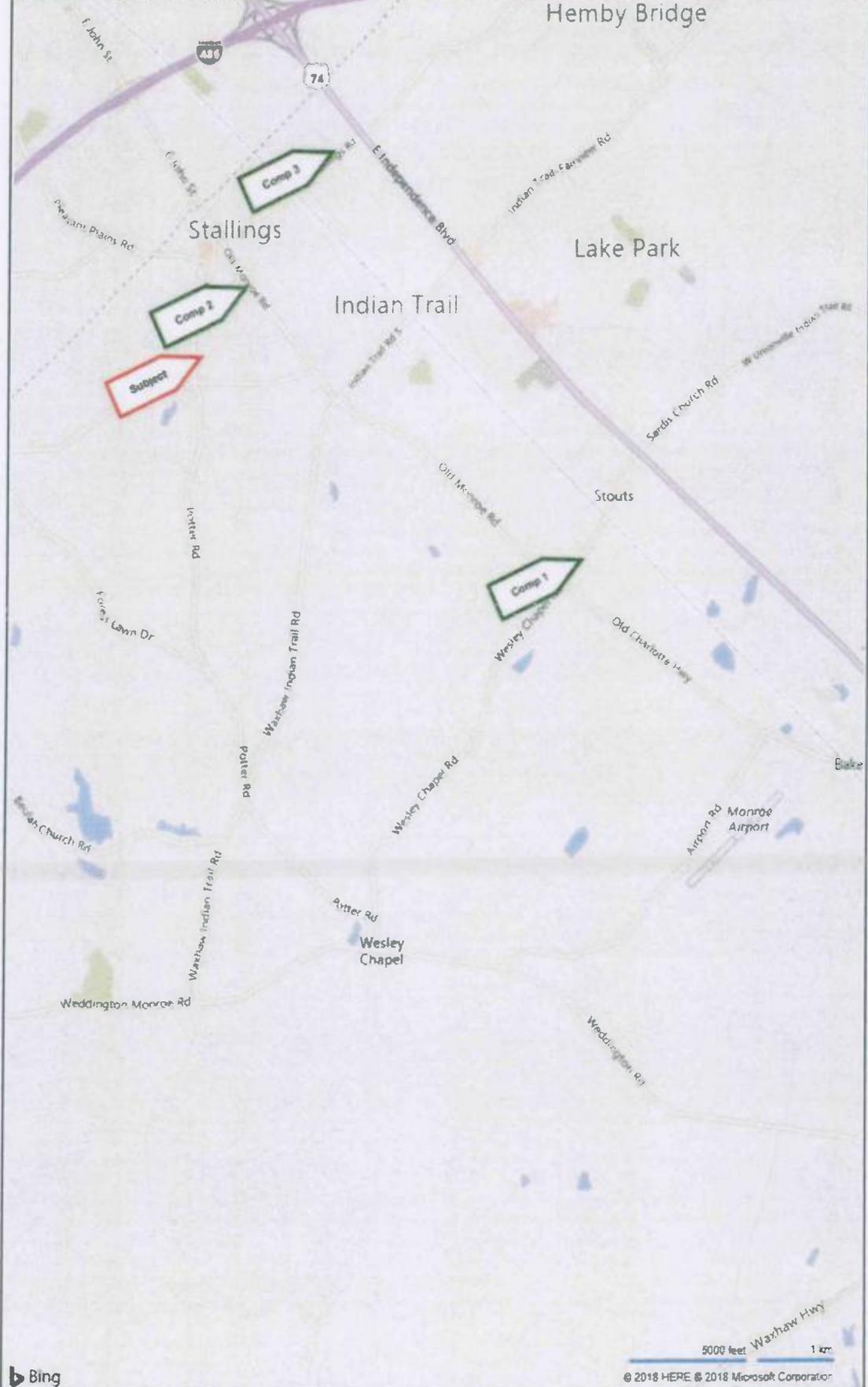
WHETSTONE DRIVE
 STALLINGS, UNION CO., N.C.

PROPERTY OF
 CHESTNUT OF UNION, LLC



Location Map

Intended User Chestnut Developers Inc.
 Property Address Whetstone Drive
 City Stallings County Union State NC Zip Code 28104
 Client Chestnut Developers Inc



5000 feet 1 km
 © 2018 HERE © 2018 Microsoft Corporation

PHOTOGRAPH ADDENDUM

Intended User	Chestnut Developers Inc						
Property Address	Whetstone Drive						
City	Stallings	County	Union	State	NC	Zip Code	28104
Client	Chestnut Developers Inc						



Whetstone Drive
MISC



Whetstone Drive
MISC 2



Whetstone Drive
MISC 3



Whetstone Drive
MISC 4



Whetstone Drive
MISC 5



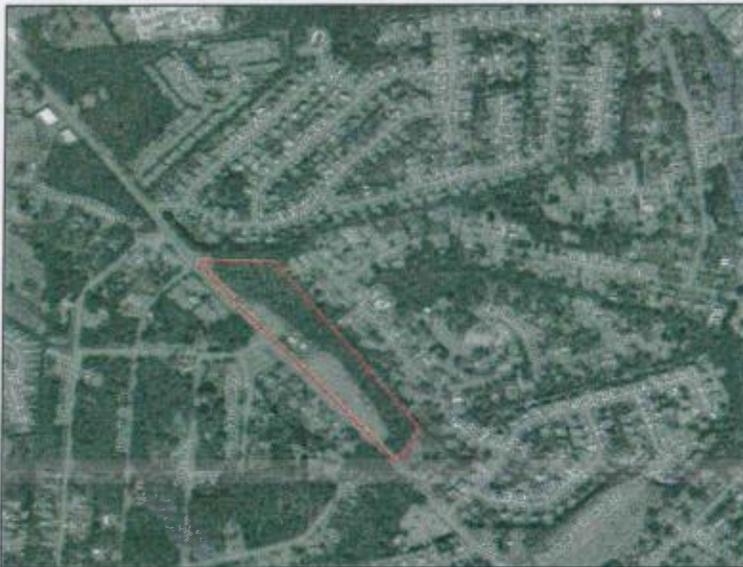
Whetstone Drive
STREET SCENE

PHOTOGRAPH ADDENDUM

Intended User **Chestnut Developers Inc**Property Address **Whetstone Drive**City **Stallings**County **Union**State **NC**Zip Code **28104**Client **Chestnut Developers Inc****COMPARABLE #1**Wesley Chapel Stouts Road
Indian Trail, NC 28079

Price	\$190,000
Price/SF	41,126
Date	04/04/2016
Site Area	4.62 acres

Value Indication \$382,305

**COMPARABLE #2**Old Monroe Road
Stallings, NC 28104

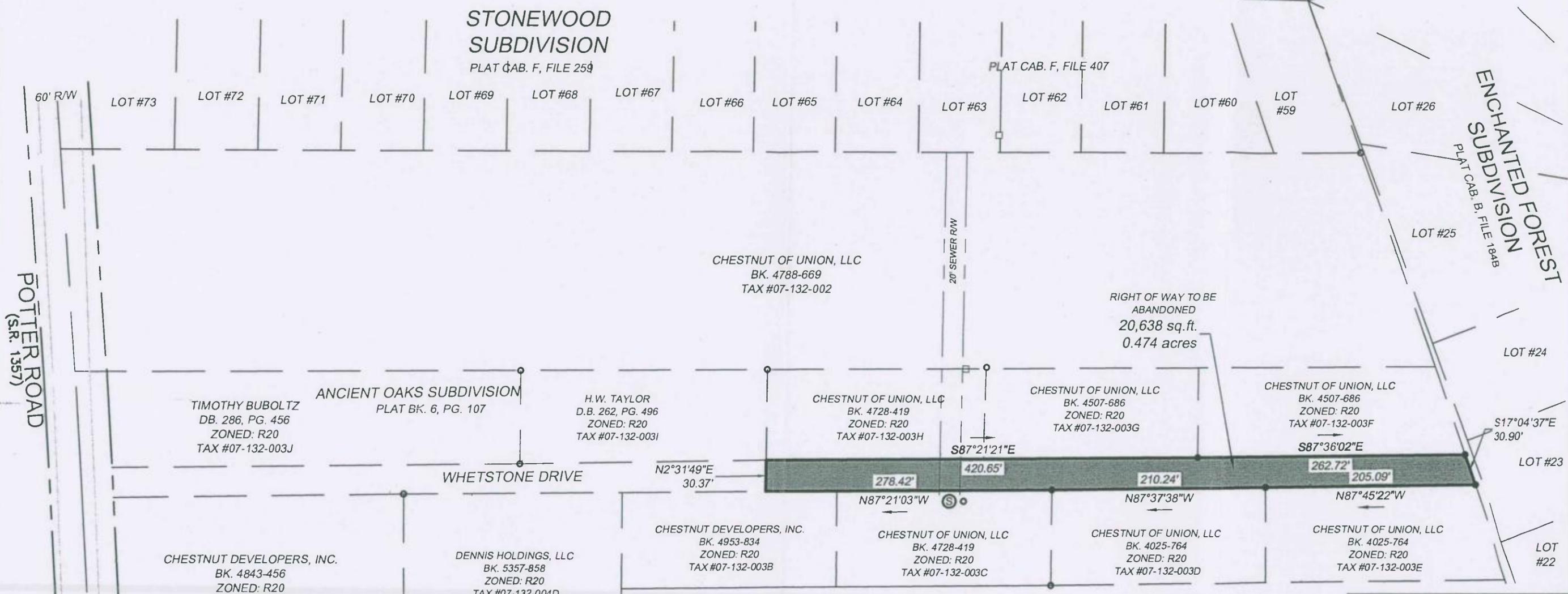
Price	\$960,000
Price/SF	70,124
Date	1/29/2018
Site Area	13.69 acres

Value Indication \$652,000

**COMPARABLE #3**Stallings Road
Stallings, NC 28104

Price	\$290,000
Price/SF	76,175
Date	9/22/2016
Site Area	3.807 acres

Value Indication \$708,000



MISCELLANEOUS NOTES

AREAS COMPUTED USING COORDINATE GEOMETRY.

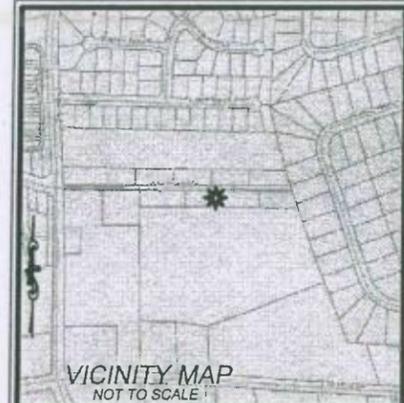
ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.



THE PURPOSE OF THIS EXHIBIT MAP IS SHOW THE PORTION OF WHETSTONE DRIVE THAT THE ADJOINING PROPERTY OWNERS WOULD LIKE PETITION FOR ABANDONMENT.



2013A Van Buren Ave.
Indian Trail, NC 28079
(704) 882-1222

RIGHT OF WAY ABANDONMENT EXHIBIT

DESIGNED BY	N/A	DRAWN BY	RLW	CHECKED BY	RLW
Scale		DATE		JOB NUMBER	

WHETSTONE DRIVE STALLINGS, UNION CO., N.C.

PROPERTY OF CHESTNUT OF UNION, LLC

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



Memo

To: Mayor and Town Council
From: Kevin P. Parker, E.I., Assistant Town Engineer
Date: September 05, 2018
Re: Contract Execution Concurrence
 2018 Resurfacing Contract

In accordance with the Stallings Bid Policy and NCGS §143-129 for road construction/repair, staff advertised the project manual for the 2018 resurfacing contract with formal bidding procedures on August 1, 2018. The submittal deadline was August 22, 2018 at 2:00 p.m. Only two sealed bids were received by this date. The project manual was re-advertised with the submittal deadline extended one week until August 29, 2018 at 2:00 p.m. Three sealed bids were received and read at 2:01 p.m. on August 29, 2018.

The bids were reviewed by staff for clarity, completeness, errors, and omissions. The apparent low bidder for the contract is Red Clay Industries.

Below are some key items:

- 45-day construction period for the contract
- \$500/day liquid damages
- Performance bond retained through warranty period
- Resource loaded schedule
- Individual mailer, website and social media notification

2018 Resurfacing Contract List of Roads

Road Name	Subdivision	Road Type	From	To	PCI Value
Blarney	Shannamara	CT	Clifden Dr.	Cul-de-sac	29
Brad	Kerry Greens	CT	Kerry Greens Dr.	Cul-de-sac	28
Sapwood	Parkside	CT	Parkview Way	End	30
Hawthorne	Country Woods East	DR	Aspen Ln.	Quince Ct.	30
Shadow Lake	Willowbrook	LN	Green Ashe Ln.	Wild Rose Ct.	31
Fairforest	Fairforest	DR	Chestnut Ln.	Stonehedge Dr.	31
Apple Tree	Fairfield Plantation	CT	Stoney Ridge Rd.	Cul-de-sac	31
Aspen	Country Woods East	LN	Hawthorne Dr.	Cul-de-sac	31

Action Requested:

Requesting motion to authorize the Town Manager to execute the 2018 resurfacing contract with Red Clay Industries for the amount of \$345,432.09.

ENGINEERING DEPARTMENT
 BID TABULATION
 9/5/2018



TOWN OF STALLINGS
 315 STALLINGS ROAD
 STALLINGS, NORTH CAROLINA 28104

PROJECT:		2018 Resurfacing		CONTRACTOR		Red Clay Industries		Trull Contracting LLC		Barton Contracting Corp.	
BID TYPE:		Formal		CONTRACTOR		Red Clay Industries		Trull Contracting LLC		Barton Contracting Corp.	
BID SUBMISSION DATE		Wednesday, August 29, 2018 at 2:00 p.m.		CONTRACTOR		Red Clay Industries		Trull Contracting LLC		Barton Contracting Corp.	
DBE GOAL:		N/A		CONTRACTOR		Red Clay Industries		Trull Contracting LLC		Barton Contracting Corp.	
ENGINEER'S ESTIMATE		\$375,000		CONTRACTOR		Red Clay Industries		Trull Contracting LLC		Barton Contracting Corp.	
Item	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount		
<i>Contract (Community Park, Emerald Lake, Hunley Creek, Shannamara, Stonewood, Willowbrook, Woodbridge)</i>											
1	Mobilization (3% of Bid Item Costs)	1	LS	\$8,384.27	\$8,384.27	\$10,004.04	\$10,004.04	\$10,110.65	\$10,110.65		
2	3" Mill	14,748	SY	\$3.10	\$45,718.80	\$5.00	\$73,740.00	\$4.85	\$71,527.80		
3	1.5" Intermediate	1,239	TN	\$89.00	\$110,271.00	\$101.00	\$125,139.00	\$98.00	\$121,422.00		
4	1.5" Surface	1,239	TN	\$94.00	\$116,466.00	\$101.00	\$125,139.00	\$108.00	\$133,812.00		
5	Remove & Replace Curb and Gutter	270	LF	\$26.00	\$7,020.00	\$35.00	\$9,450.00	\$38.00	\$10,260.00		
		Subtotal			\$287,860.07		\$343,472.04		\$347,132.45		
6	20% Contingency	1	LS		\$57,572.01		\$68,694.41		\$69,426.49		
		Total			\$345,432.09		\$412,166.45		\$416,558.94		
<i>Potential Unknown Quantity Unit Price</i>											
1	ABC Undercut		TN	\$50.00		\$100.00		\$75.00			
2	Asphalt Undercut		TN	\$125.00		\$200.00		\$150.00			
3	Adjust & Repair Catch Basin as Needed		EA	\$350.00		\$2,000.00		\$1,250.00			
4	Borrow Undercut		CY	\$25.00		\$50.00		\$45.00			
5	Geo-Grid		SY	\$3.00		\$10.00		\$6.00			

This is to certify that the bids herein were publicly opened and read aloud at 2:01 pm on August 29, 2018 in the Council Chambers of Stallings Town Hall at 315 Stallings Rd. Stallings, NC 28104.

Corrected Amount

Witnessed by:

Kevin Parker
 Associate Engineer



Christopher J. Easterly
 9/4/2018



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 8/31/18
RE: Performance Evaluation System

Purpose: This memorandum's purpose is to provide draft policies related to Performance Evaluation for the Council's consideration that would meet the Council's goal of having a written performance evaluation system in place.

Background: On 2/20/18, the Town Council set its expectations for the Town Manager. One of those expectations was to have a written performance evaluation system in place by the end of calendar year 2018. An initial steering committee was created, a defined workplace culture ("The Stallings Way") was identified, and an action plan developed.

Update: The steering committee, department heads, and the entire Town staff have collaboratively created three policies: 1.) Performance Review and Employee Development Program; 2.) Performance Pay Program; and 3.) Certification & Training Program.

Commentary: The Performance Review and Employee Development Program policy will, if approved, serve as the foundation of the Town's performance evaluation system. The last two policies are necessary and logical extensions of the first because the Town currently budgets a 2% aggregate of payroll each year for merit increases but provides vague direction on how such merit increases are distributed.¹ Without a sufficiently detailed performance evaluation process, the pragmatic result has been that almost all employees have received a 2% merit increase.

To address this distribution issue, the Performance Pay and Certification and Training Programs provide an objective framework to distribute merit increases based on the performance review process. However, these distributions are projected to stay within the annual aggregate 2% merit increase budgetary allocation.

¹ Current Town policy indicates that merit increases "are determined by the employee's supervisor and Town Manager based on job performance during the previous fiscal year."

On a related note, as staff were reviewing the personnel policy there is one potential area for improvement that came up: Sec. VII.6. of the Personnel Policy which touches on Performance Bonuses. Staff would propose exploring improvement options for what to do with this 1%. A complete compensation structure includes compensation for base pay, cost-of-living, merit, and longevity. With the adoption of the three policies discussed herein, the Town will have all compensation areas except for longevity covered. I'd like to research whether turning this 1% bonus into a longevity bonus structure would be more effective for the Town.

Timeline: If Town Council approves the enclosed policies, next steps will be for staff to create the job instruments in a process that should take several months to finalize. Enclosed is a copy of a sample job description for certain police officer positions. If Town Council approves the relevant policies, then the Town is positioned to have written performance evaluation in place by the end of the calendar year.

Recommendation:

- Approve adding the Performance Review and Employee Development Program Policy to the Town's Personnel Policy.
- Approve adding the Performance Pay Program Policy to the Town's Personnel Policy.
- Approve adding the Certification and Training Policy to the Town's Personnel Policy.
- Authorize and direct the Town Manager to implement the above policies and have them formatted to ensure uniformity with the existing portions of the Town's Personnel Policy.
- Approve changing Sec. VII.5 Merit Pay and Increases of the Town's Personnel Policy per the enclosed.
- Authorize the Town Manager to explore potential improvement options for Sec. II.6 regarding Performance Bonuses.

Performance Review and Employee Development Program Town of Stallings

I. Purpose

To establish and maintain a performance review and employee development program that contributes to organizational excellence, increases accountability, and focuses on continuous employee development and recognition of the performance levels of all employees. This will be accomplished through the following objectives:

II. Objectives

1. **Continuous Performance Improvement:** To regularly discuss the performance of all Town employees based on job-related criteria; to provide performance coaching, encouragement, and exploration of optional approaches where needed; to identify during discussions both accomplishments and areas for employee performance development; to discuss specific plans to bring about continuous improvement for each employee and the organization as a whole that translates into increasing service excellence for our customers and citizens.
2. **Communications:** To create and nurture an atmosphere for open and direct two-way communications between supervisors and employees concerning job performance and requirements. To ensure that performance is discussed on a regular, on-going basis between supervisors and employees so that there are no surprises in the annual performance review. To build a partnership based on mutual respect and increase the trust in the relationship between employees and supervisors. To provide a format for supervisors, when they choose, to request and receive feedback from employees. To ensure that employees know how their jobs and their goals fit into overall organizational and departmental mission and goals.
3. **Recognition:** To establish a program of on-going feedback whereby employees receive recognition and appreciation for their good performance, accomplishments and achievements and feel affirmed for the contributions they make to the organization.
4. **Retention:** To encourage employee development and engagement with their work and with the organization and discuss employee needs in a way that results in enhanced employee retention.
5. **Employee Training /Career Development:** To develop information which can be used jointly by supervisors and employees to determine appropriate training needs and resources including on-the-job training. To discuss and identify how employees can prepare for potential advancement opportunities where appropriate.
6. **Goal-setting:** To enable employees to establish clear, challenging and achievable goals in collaboration with their supervisors. To ensure that employees know how their jobs and their goals fit into the overall organizational and departmental mission, processes, and goals.
7. **Service Excellence:** To communicate, promote, and provide accountability for the Town's commitment to service excellence.
8. **Reinforce "The Stallings Way":** To reinforce and promote the Town's unique culture known as "The Stallings Way" including teamwork, respect, commitment, integrity, & collaboration.
9. **Personnel Actions:** To provide background information and objective and accurate documentation for consideration as a basis for any personnel actions or decision that may arise, including performance pay, disciplinary actions, and promotions.

Performance Review and Employee Development Program Town of Stallings

III. Instruments

1. **Performance Review and Employee Development Program Instruments.** Instruments will be developed for use with employees of the Town based on the occupational groups as identified in the Addendum. The instruments contain performance criteria that are behaviorally anchored for each of the five levels of performance identified in Section V of this policy. The Town Manager is authorized to change the occupational groups as he/she deems necessary.
2. **Performance criteria.** Performance criteria refer to the behaviorally anchored language mentioned in number one above and are developed based on input by employees and supervisors. Performance criteria are written using the following criteria:
 - a. Clearly job-related
 - b. Stated in terms of behavior that can be observed
 - c. Specific and descriptive of the behavior
 - d. Focused on results/outputs, not inputs, effort, etc.
 - e. Measurable when possible and feasible
3. **Weights.** Weights should be established in a meeting jointly with the employee(s) and supervisor(s) at the beginning of the performance review period as part of communicating and understanding job requirements. All weights should add up to 100%. Weights should be established individually where jobs are unique and in a team approach where multiple employees have the same job duties. Weights should be reviewed annually by those who originally established them to determine if they are still accurate.

IV. Responsibilities

Each person or group identified below has a very important role to play in the Performance Review and Employee Development Program to ensure the overall program's success. Because this program has a significant interdependence component, the effectiveness of each person in performing each aspect of his/her role may substantially affect the overall effectiveness of the program for the Town.

1. Town Council. The Council's responsibilities include:
 - providing a clear mission and vision to guide the organization;
 - supporting the program;
 - adopting policies to govern the program; and
 - reinforcing the Council-Manager form of government by valuing and supporting the Town Manager's role as program administrator.
2. Town Manager. The Town Manager's responsibilities include:
 - educating, promoting, and keeping the Board informed of program status;
 - ensuring a policy is developed and maintained to guide the program;
 - monitoring the program for -
 - consistency from department to department,
 - adherence to policies and procedures,

Performance Review and Employee Development Program Town of Stallings

- training needs,
 - consistency with other personnel actions,
 - legality, and
 - overall effectiveness;
- jointly developing management performance criteria with department heads, communicating job requirements and giving feedback to department heads on their individual performance throughout the year, coaching them in the effective use of the program, fairly and objectively conducting performance review meetings with department heads;
 - fairly and objectively conducting employee appeals of performance ratings; and
 - designate the month performance evaluations will occur.
3. Department Heads. The responsibilities of department heads include:
- helping develop and communicate organizational and departmental goals and objectives to their employees;
 - educating, promoting, and involving employees in program development, implementation, use, monitoring, and insuring that new employees are oriented to the program;
 - providing on-going feedback to their direct reports, including identifying specific ways employees can improve performance;
 - identifying employee development and advancement needs and interests and recommending appropriate training opportunities;
 - supporting the training activities of the program;
 - ensuring that Performance Review and Employee Development meetings are conducted and documented in a timely fashion;
 - ensuring that interim performance reviews are completed when supervision changes occur;
 - keeping management informed on the effectiveness of the program and monitoring the performance ratings in their departments for logical documentation and consistency among divisions and different supervisors to ensure departmental fairness;
 - ensuring that the program is being conducted within departments in accordance with Town policies and procedures and legal requirements;
 - fairly and objectively conducting Performance Review and Employee Development meetings with employees answering directly to the department head; and
 - fairly and objectively conducting any employee appeals and making decisions based on valid performance ratings.

Department heads are accountable for the quality and effectiveness of the program in their departments.

4. Supervisors. The responsibilities of supervisors are:
- communicating department goals and performance requirements regularly, as well as the benefits of the performance review program;
 - clarifying specific performance criteria, communicating them to employees, and

Performance Review and Employee Development Program Town of Stallings

providing on-going performance feedback including identifying specific ways employees can improve their performance;

- conducting thorough Performance Review and Employee Development meetings and documenting them in a timely fashion, including making performance rating recommendations;
- keeping department heads informed on the effectiveness of the program including the contents of the performance review forms and following the chain of command to recommend changes necessary to maintain an accurate and fair program;
- following policies and procedures established for the program and applying them fairly and consistently;
- identifying employee development and advancement needs and interests and recommending appropriate training opportunities;
- fairly and objectively considering all performance rating appeals; and
- training new employees in the Performance Review and Employee Development program purpose, objectives, procedures, and performance requirements of employees as well as reviewing forms and performance criteria and relating them specifically to the job while setting weights as appropriate.

Supervisors are accountable for the Performance Review and Employee Development forms they complete and recommendations regarding employee performance they make.

5. Employees. Each employee is responsible for:

- working with his/her supervisor on a mutual understanding of job requirements;
- providing input and feedback into the Performance Review and Employee Development meeting including identifying accomplishments and areas for improvement;
- following the policies and procedures established for the program;
- following the chain of command to express concerns and make appeals;
- providing candid open feedback to supervisors concerning their satisfaction with the performance review program; and
- making suggestions regarding any needed changes in the performance criteria related to their jobs.

6. Human Resources Director. Human Resources Director or designee is responsible for:

- providing internal consultation on the use of the program to employees, supervisors, and management;
- working with department heads to make recommendations for any needed improvements to the program;
- monitoring the program for consistency, adherence to policies and procedures, training needs, consistency with other personnel actions, legality, and overall effectiveness;
- processing personnel transactions and insuring appropriate documentation;
- keeping materials and resources up to date and communicating all changes;
- providing feedback where needed to departments regarding timeliness,

Performance Review and Employee Development Program Town of Stallings

thoroughness, legal issues, fairness, consistency, and program statistical data;

- ensuring there is regular training on performance review and scheduling new supervisors and department heads for ESMP at the UNC School of Government as funding allows;
- orienting new employees to the program; and
- maintaining all records for the performance review & employee development program.

V. Performance Categories

The overall performance of all employees will be rated in one of the following four levels:

Important Note: The purpose of the Performance Review and Employee Development form is not to dictate a performance rating to the supervisor, but rather to help the supervisor 1) focus on job-related criteria; 2) review the whole period (three months, six months, or a year), not just most recent months; 3) give feedback on relevant aspects of the employee's performance; 4) help document performance, and 5) think through a logical decision on the overall performance rating. The performance criteria are not necessarily the only indication of performance; some categories or performance criteria are more important than others; other important aspects for consideration, such as disciplinary actions, may only be found in the summary comments. The supervisor is expected to use reasoned logic and good judgment in determining the overall rating of performance. Documentation is available to support the rating level. Employees should be rated against job requirements, not against each other.

Outstanding: Fully meets all job requirements identified for the position. In addition, performance consistently and significantly exceeds job requirements in important aspects of work. Work is performed at a sustained high level of proficiency. The employee also expands the scope of tasks and responsibilities or the amount of work performed resulting in increased productivity for the work unit. The employee accomplishes the most difficult and complex assignments with minimum supervision and maximum quality. Specific examples of such performance are readily available.

Exceeds Job Expectations. Fully meets all major job expectations identified for the position. In addition, performance frequently exceeds job expectations in several areas. Supervision is required only for special or unusual assignments or problems.

Achieves Job Expectations. Meets all major job expectations in a competent manner. The employee may occasionally exceed some job expectations. Accomplishes duties in a reasonable and consistent manner demonstrating full proficiency in the job. If there are occasional lapses in performance, they do not create any substantial problems for the organization, nor have any major impact on service delivery. Normal supervision is required.

Needs Improvement. Performance meets job expectations in important categories at least marginally. However, performance is inconsistent or unreliable in one or more performance categories. The employee needs to improve proficiency to more fully meet the needs for which the position was established. Remedial attention and close supervision are required.

Fails To Meet Job Expectations. Performance is inconsistent and one or more major job expectations are not met. Work tasks are not performed or must be repeated due to low

Performance Review and Employee Development Program Town of Stallings

quality. Remedial attention and close supervision are required. Failure to correct performance deficiencies in an appropriate amount of time may result in suspension, demotion, or dismissal. A rating at this level should be coordinated with the progressive disciplinary process.

VI. Procedures

1. **Performance Review and Employee Development Meeting Dates.** Performance Review and Employee Development dates will typically be the same month for all employees as designated by the Town Manager.¹
2. **Performance Coaching.** (The “No Surprises Approach” to performance review) An integral part of the Performance Review and Employee Development Program is on-going performance feedback and coaching. Whenever a supervisor observes good performance or performance needing improvement, the supervisor should provide specific, timely feedback to the employee. Performance improvement feedback should be designed to help the employee become more successful. Other coaching activities include helping employees identify optional approaches and develop problem-solving skills, planning projects, providing encouragement for difficult tasks, identifying training and resource possibilities, and general problem-solving discussions designed to help employees learn, develop their capacities, and develop their careers. The “No Surprises Approach” also includes keeping documentation on both positive and improvement feedback provided to employees throughout the year to ensure accurate details at performance review time.
3. **Performance Review and Employee Development Meetings.** Performance Review meetings with all Town employees will be conducted and documented within the month designated by the Town for Performance Evaluations. Prior to Performance Review meetings, employees will submit a self-evaluation using the applicable instrument to their Supervisor. Performance Review and Employee Development meetings will be conducted by the employee's supervisor who may also be accompanied by the next level of supervision. The meeting will encompass one year.

Supervisor will conduct an initial performance review meeting with the employee to discuss the self-evaluation prior to completing the final performance review form. Informal interim Performance Review and Employee Development meetings may be conducted when needed or according to departmental policies. Prior to communicating a rating of “Outstanding” or “Fails to Meet Job Expectations” to an employee, Department Heads will receive approval from the Town Manager.

4. **Additional Performance Review and Employee Development Meetings.**

Six Month for New & Promoted Employees: Performance Review meetings with new or promoted employees will be conducted and documented within a 30-day window before the end of the six-month period following the date of initial employment/promotion.

Additional Meetings: Additional meetings for any employee may be held at the employee's or supervisor's request. A probationary employee must receive a rating of no less than “Achieves Job Expectations” to move from probationary to regular status. A probationary

¹ During the initial implementation of the program, the Town Manager may alter scheduling & process.
Draft Last Updated 8/30/18

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employee whose performance needs improvement but shows clear promise of successful performance may have the probationary period extended for three months and up to a maximum of an additional six months. This provision in no way restricts the Town from dismissing an employee whose performance or conduct is considered unsatisfactory at any point in the probationary period.

5. **Performance Review and Employee Development Instrument.** The purpose of the instrument is to document the performance review meeting. The instruments may be revised and updated as needed based on input from employees, supervisors and department heads and approved by the Town Manager.
6. **Coordination with Discipline.** Overall performance ratings of "Fails To Meet Job Expectations" are considered "unsatisfactory job performance" in the Town's progressive disciplinary policies and procedures. Such a rating requires a performance improvement plan and may be followed by a written warning if one has not been issued. When such a rating is earned, additional counseling sessions and performance review sessions will be conducted in six to 12 weeks and careful performance monitoring and coaching will occur. In no case should an employee's performance remain in the "Fails To Meet Job Expectations" level for more than six months. The time frames above are guidelines and this provision in no way restricts the Town from dismissing an employee prior to the end of the suggested timelines and/or following the above procedures if in the best interest of the Town.

Overall performance ratings of "Needs Improvement" may be considered by the supervisor as "unsatisfactory job performance" in the Town's progressive disciplinary policies and procedures based on the circumstances.

7. **Changes in Supervision.** When a change in supervision is imminent due to promotion, transfer or other action involving the employee or supervisor, the current supervisor should conduct an interim Performance Review and Employee Development meeting including meeting with the employee and completing all necessary forms. The review should be conducted within 30 days. The interim Performance Review and Employee Development information should be considered by the new supervisor, along with performance observed and documented by the new supervisor in determining the employee's overall rating for the performance period.

In addition, when there is a change in supervision, the new supervisor and employee should jointly review the employee's performance criteria, discuss performance criteria, and set weights within 30 days.

8. **Documentation.** All Performance Review and Employee Development forms will be signed by the employee, supervisor, intermediate levels of supervision, and department head and forwarded to the Human Resources Director and Town Manager's Office. The supervisor will offer to print a copy of the performance evaluation instrument for the employee to keep after all signatures and comments have been completed. Intermediate levels of supervision and/or department heads should not make changes to the forms unilaterally. Instead changes should only be made after discussing the reasons for the changes with the employee and his/her immediate supervisor, following the chain of command up and down in these discussion as appropriate. All relevant sections of Performance Review and Employee Development forms, including comments sections and all signatures, will be completed by the appropriate person prior to processing the forms in the Human Resources Office. A

**Performance Review and Employee Development Program
Town of Stallings**

personnel action form may accompany all forms.

9. **Appeals.** Any employee who believes that the application of this policy or his or her performance rating is unfair or inaccurate may make a formal appeal by writing the specific disagreement(s) and filing it following the Town's Grievance Procedure. A copy of the Grievance Procedure is available from the Town Manager or Town Clerk. A copy of all appeals and grievances will be provided to the Human Resources Director.

10. **Training.** Department heads are responsible for identifying training needs of supervisors and insuring that these are met so that Performance Review and Employee Development meetings are conducted effectively. New supervisors will participate in some form of training in the Town's policies and procedures as well as effective techniques for conducting Performance Review and Employee Development meetings prior to performing them. The HR Director will coordinate this training.

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**Performance Review and Employee Development Program
Town of Stallings**

Occupational Groups

Department Heads

Deputy Town Manager/Town Clerk
Director of Administration/HR
Finance Officer
Town Planner
Town Engineer
Public Works Supervisor
Parks & Recreation Director
Police Chief

Public Works

Public Works Maintenance

Administrative and Fiscal

Administrative Accounting Clerk
Planning Technician
Communication Specialist/Deputy Town Clerk
Police Records
Parks & Recreation Office Assistant

Engineering

Associate Engineer

Parks & Recreation

Special Events Coordinator

Police

Patrol Officer
Crime Scene Investigator
Code Enforcement Officer

Police Supervision

Police Corporal
Police Sergeant
Police Captain

Performance Pay Program Town of Stallings

I. Purposes

The purposes of the Performance Pay Program are:

1. To provide a systematic program to reward employees based on job performance, accomplishments, and contributions to the organization within budgetary allocations;
2. To provide recognition and demonstrate appreciation for job performance;
3. To provide a method of moving employees within the salary range that results in a competitive actual salary and employee retention; and
4. To provide incentive for continuous performance improvement and productivity and to maintain a high level of employee performance and morale.

II. Definitions

Calendar Month – the period from a particular date in one month to the same date in the next month. For example, from April 4th to May 4th.

The pay table will be designed with the following rates for each grade:

Minimum - the entry level rate for the pay grade. Employees meeting the requirements on their respective class specification should be hired at the Minimum Rate. Employees who significantly exceed the education and experience requirements on their respective class specification may be considered for hiring above the minimum.

Maximum - a rate that is 50% greater than the Minimum Rate.

III. Responsibilities

1. Town Manager. The Town Manager will recommend to the Board sufficient funding to insure an effective Performance Pay program. The Town Manager will make decisions regarding when to award Performance Pay to department heads. The Town Manager will monitor the Performance Pay program in the organization for consistency, fairness, accurate and complete information, and sufficient documentation. The Town Manager may overturn the decision of department heads to award performance pay increases due to inconsistencies, failure to follow established policies and procedures, funding availability, lack of sufficient documentation, or other circumstances dictate. The Town Manager will designate the month for employees to conduct the annual performance evaluations.
2. Department Heads. Department heads will make performance pay decisions in the department, subject to the review and approval of the Town Manager based on completing and/or reviewing the Performance Review and Employee Development forms completed by immediate supervisors and upon any other information that is needed. Department Heads will make performance pay decisions regarding increases for their subordinates.

Performance Pay Program

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Prior to communicating a rating of "Outstanding" or "Fails to Meet Job Expectations" to an employee, Department Heads will receive approval from the Town Manager. For all other ratings, Department Heads will communicate their recommendations to employees, explaining that the recommendation is subject to the review and approval of the Town Manager. Department Heads will monitor the Performance Pay program in their respective department to ensure consistency, fairness, accuracy, complete information, and sufficient documentation. Department Heads are responsible for ensuring that performance pay increases stay within budgetary allocations.

- HR Director. The HR Director will monitor the Performance Pay program in the organization for consistency, fairness, accurate and complete information, and sufficient documentation. The HR Director will provide internal consultation on the policy and use of the program to employees, supervisors, and management. The HR Director will also provide recommendations for any needed improvement to the program and provide administrative support to management.

IV. Performance Pay Amounts

Performance pay amounts (including performance bonus) will be awarded based on the overall performance rating the employee receives for the full year on the final performance review form.

Performance pay amounts may vary from year to year depending on budget availability and market adjustment amount. Unless the Town Council decides otherwise, the following schedule will apply:

<u>Performance Categories</u>	<u>Instrument Rating</u>	<u>Percentage Increase</u>
Outstanding	3.76 - 4.00	4%
	3.51 - 3.75	3.5%
Exceeds Job Expectations	3.26 - 3.50	3%
	2.75 - 3.25	2.5%
Achieves Job Expectations	2.26 - 2.75	2%
	1.75 - 2.25	1.5%
Needs Improvement	1.26 - 1.75	0%
	.071 - 1.25	
Fails to Meet Job Expectations	0.36 - 0.70	0%
	0.00 - 0.35	

This funding is not a guarantee, and the Town Manager may overturn the decision of department heads to award performance pay increases and/or performance pay bonuses due to inconsistencies, failure to follow established policies and procedures, funding availability, lack of sufficient documentation, or other circumstances dictate.

An employee whose performance fails to meet expectations will have the performance review scheduled again in no more than three months. If the employee's performance is rated "Needs Improvement" or "Fails To Meet Expectations" the disciplinary process will continue.

An employee hired or promoted less than three full calendar months prior to the start of the month designated by the Town Manager for employees to conduct performance evaluations is not eligible for a Performance Pay increase. However, an employee hired or promoted three or more full calendar months but less than twelve full calendar months before the start of the month designated for employees to conduct performance evaluations is eligible to receive a pro-rata portion of the appropriate performance pay amounts. For example, if the month designated for employees to conduct performance evaluation starts October 1st and an employee was hired or promoted on September 15th, the employee would not be eligible for a performance pay increase. Similarly, an employee hired or promoted on July 16th would not be eligible for a performance pay increase. In contrast, an employee who was hired or promoted on April 1st (i.e. 6 full calendar months prior to October 1st) would be eligible for 50% of the performance pay amount as determined by this policy. Using the example where the employee was hired or promoted on April 1st and this employee was scored for a 2% increase, then the employee would receive 1% (6 out of 12 full calendar months = 50% multiplied by 2%).

V. Performance Pay Bonus.

Employees who are at the Maximum Rate of the salary range for their position classification are eligible to be considered for a Performance Pay Bonus. These bonuses shall be awarded based upon the performance of the employee as described in the Performance Review and Employee Development forms.

An employee's base salary may not move above the maximum of his or her assigned salary range. Therefore, if an employee's current salary is below the maximum of the salary range but awarding the full performance pay amount places an employee above the maximum, then 1) the employee will receive the amount in base pay that places him or her at the maximum of the range; and 2) the employee will receive the amount that would place him or her above the maximum in a lump sum amount.

Part-time employees are not eligible for the performance pay increases except as follows. Permanent part-time employees, who have worked an average of 10 hours or more per week for a full-year prior to the evaluation, are eligible for a performance pay bonus.

VI. Procedure

Performance Pay Program

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1. Performance Pay Eligibility Dates. Employees will be considered for a performance pay increase following the designated month for employees to conduct performance evaluations. Performance pay begins on the first day of the payroll period immediately following the review date or as otherwise determined by the Town Manager.
2. Documentation. All Performance Review and Employee Development forms will be signed by the employee, supervisor and department head and forwarded to Human Resources and the Town Manager with any accompanying memoranda and/or other documentation for review and filing. The employee shall be given access to a copy of the forms and other documents to keep as requested.
3. Appeals. Any employee who believes that his or her performance pay decision is unfair or inaccurate may make a formal appeal by following the grievance procedure in the Personnel Policy.

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Town of Stallings Training and Certification Policy

Purpose of the Certification and Training Policy

The purpose of this program is to encourage and reward employees to complete training, development, and certification programs that provide them with knowledge, skills, and abilities that will enable the Town of Stallings to become more flexible and adaptable, improve client services, ensure that work is performed in a safe manner, and develop capacity to provide continuous services at a high level into the future.

Training and Certification Programs Covered

The program covers training and certification beyond the minimum training and certification requirements listed in job descriptions and classification specifications and/or otherwise deemed necessary/beneficial/non-routine to the job by the Town, and any others that are required and specified upon hire or promotion. Employees may request training or certification from a list of training and certifications approved by the Department Head, Human Resources Director, and Town Manager or other training or certification that is related to their jobs and the purpose of the Training and Certification Program.

Program Description and Operation

The program operates on a fiscal year basis. Participation in the Training and Certification Program is voluntary on the part of employees. Employees who elect to participate must submit a Request for Training and/or Certification form for each certification or training program they request. The Request for Training and/or Certification form shall include the following information:

- Training or certification program requested;
- The cost of the training or certification, the location of any training, and its duration;
- A brief description of how completion of the certification or training program will benefit job performance, client services, safety, and/or ability of the Town to provide services in a continuous manner into the future; and
- A statement documenting that any pre-requisites have been met.

Upon receipt of a form, the Department Head, Human Resources, and Town Manager (final decision-maker) will either approve or reject requests considering the following factors:

- The extent to which the training or certification enables the employee to perform higher level duties required by the Town, improves client services, ensures that work is performed in a safe manner, and/or develops capacity to provide continuous services at a high level into the future;
- Employee workload;
- Employee performance;
- Departmental needs; and
- Funds available.

Upon approval of a Request for Training and/or Certification, management will indicate to the employee the compensation that they will receive if the training and/or certification is successfully completed and any conditions that must be met such as:

- Continuing education if that is required to continue certification into the future;
- Demonstration of new knowledge, skills, and abilities on the job after training/certification is complete; and
- Timing issues regarding compensation.

Any compensation changes may be delayed for up to six months after completion of a training and/or certification program for management to determine if the training and/or certification was successful. All compensation changes are contingent on funding availability, which may be delayed indefinitely until funding becomes available.

Upon completion of training or certification, employees shall be responsible for providing proof of successful completion to management. Management shall enter information regarding the training or certification into the Employee Training and Certification Record.

Compensation

Compensation may be in the form of a one-time bonus or a continuing salary increase according to the following criteria:

Compensation	Criteria
One-time bonus	Certification or training results in improved employee performance or is related to the ability of the Department to provide continuous services into the future
Permanent salary increase	Certification or training results in the employee performing additional duties that are at a significantly higher level or which result in a considerable increase in the variety of work performed and ability of the Department to provide continuous services into the future

The increase amount shall be the amount on the list of training and certifications approved by the Department Head, Human Resources Director, and Town Manager (final decision-maker). For training and certifications not included on the list, the Department Head, HR Director, and Town Manager (final decision-maker) shall determine the compensation amount, if any, considering the difficulty of completing the training or certification, higher level duties that result, improvement to client services or on-the-job safety, and improved capacity to provide continuous services at a high level into the future. In no case shall employees be eligible for more than a 2.5% increase per fiscal year, except employees earning either their Professional Engineer License (P.E.) or Certified Public Accountant License (C.P.A.) may be eligible for up to a 5% increase if approved per this policy. Any P.E. or C.P.A. increases are not automatic and are subject to the Program's approval process.

If an employee loses a certification that resulted in a bonus or continuing salary increase, the employee may be required to reimburse the bonus amount or be subject to a reduction in pay.

SECTION VII: THE PAY PLAN

VII.5. Merit Pay and Increases

- a) All employees will be considered for an annual merit increase **in accordance with the Town's Performance Pay Program.**
- b) Merit increases are not automatic, but instead are determined **in accordance with the Town's Performance Pay Program.** ~~by the employee's supervisor and Town Manager based on job performance during the previous fiscal year.~~
- c) Individual merit increases can range from zero (0) to five (5) percent, with two (2) percent being the normal merit increase for an employee meeting job performance standards **or as otherwise determined by the Town's Performance Pay Program.** No individual annual merit increase will exceed five (5) percent.
- d) Under normal conditions, the Town will budget payroll for an aggregate annual two (2) percent merit increase. The sum total merit increase to all employees will not exceed two (2) percent unless approved by Town Council.
- e) Individual merit increases are annual and take effect at the beginning of each fiscal year.