



February 12, 2024
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 01-08-2024 (2) 01-08-2024 – closed (3) 01-22-2024 – special (4) 01-22-2024 B. ARPA Quarter Documents C. Engineering – Skid Steet Purchase	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:45 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
4.	7:50 p.m.	Sanitary Sewer Capacity Study Update	Kevin Parker, Engineering Dir.	Information
5.	8:10 p.m.	Stormwater Contract	Kevin Parker, Engineering Dir.	Approve (Deny) contract
6.	8:20 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

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

The Town Council of the Town of Stallings met for its regular meeting on January 8, 2024, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Council Members Steven Ayers, Taylor-Rae Drake, Graham Hall, Brad Richardson and Laurie Wojtowicz.

Those absent were: Mayor Pro Tempore David Scholl; and Council Member Brad Richardson

Staff present were: Alex Sewell, Town Manager; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Town Engineer; Marsha Gross, Interim Finance Officer; Eunice McSwain, Parks and Recreation Director; Karen Reid, Human Resources Director; Mary McCall, Deputy Town Clerk; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and Council Member Ayers delivered the invocation. Mayor Dunn then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Edward Elam, Miller Drive, Waxhaw, was present to inform the Council that he was running for Union County Commissioner. He was currently the Chair of the Crime Prevention Committee, on the board of Crime Stoppers, member of Rotary, Civitan, and Lions Club. He lived in Waxhaw with his wife and was not apart of any group and would be a partner of every one Union County.

1. Approval of Consent Agenda Items

- A. Minutes from the following meetings:
 - (1) 12-11-2023
- B. Amended Budget Ordinance 10 – Unemployment Insurance
- C. Amended Budget Ordinance 11 – Police Department Evidence Storage Shelving
- D. Amended Budget Ordinance 12 – Election Expense Overage

Council Member Ayers made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Drake which passed unanimously by Council. The *Amended Budget Ordinance 10 – Unemployment Insurance; Amended Budget Ordinance 11 – Police Department Evidence Storage Shelving; and Amended Budget Ordinance 12 – Election Expense Overage* is attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from the Mayor

Mayor Dunn reported he had met with Pastor Scott at Stallings Methodist who is starting Gratitude Initiative to spread gratitude in the community.

B. Reports from Council Members/Town Committees

Council Members Hall, Drake, Wojtowicz had no reports.

Council Member Ayers reported that he reviewed a potential business coming to Town. He also reported that Stallings had a CERT (Citizens Emergency Response Team) meeting. The group would be doing one training per month.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported:

- Employee of the Year was Eunice Donnelly
- Officer of the Year was Tai Pham
- New Bootcamp was that day.
- Staff was planning for the pending inclement weather.

3. Agenda Approval

Mayor Dunn requested adding Agenda Item 5.A., *Mast Arm Powder Coating*. Council Member Hall made the motion to approve the Agenda with the above addition. Council Member Ayers seconded the motion to which Council unanimously approved.

4. Ripple Fiber

Engineering Director Parker explained that Riper Fiber had begun installing fiber infrastructure throughout the residential subdivisions throughout Stallings. Representative from Ripple Fiber, Bill Grogan, explained Ripple Fiber was new to the area and started in South Africa. The presentation from Ripple Fiber is attached to these minutes and therefore incorporated herein.

5. FY 23-24 Priorities Update

Town Manager Sewell presented the Council with a mid-year update for the FY2023-24 Priorities. These updates are attached to these minutes and therefore incorporated herein.

5.A. Mast Arm Powder Coating

Town Manager Sewell reminded the Council that a NCDOT project near the bypass exit required mast arms. Powder coating those mast arms was aesthetically more pleasing therefore the Council in 2018 agreed to pay \$2280. However, that price had now escalated to \$3738.73. Staff sought direction from Council for painting those mast arms.

Council Member Ayers made the motion to approve the additional funding to paint the mast arm and pedestals. Council Member Drake seconded the motion to which Council approved by a 3 to 1 vote with Council Member Hall opposed.

Council Member Drake made the motion to excuse Council Member Drake from the meeting. The motion was seconded by Council Member Ayers and passed unanimously.

Council Member Drake left the meeting at 8:18 p.m.

6. Closed Session Pursuant to NCGS 143-318.11(a)(6)

Council Member Ayers made the motion to go into closed session pursuant to NCGS 143-318.11(a)(6) and invite Human Resources Director Karen Reid into the session. The motion was seconded by Council Member Hall and passed unanimously by the Council.

Council went into closed session at 8:18 p.m. and reconvened back into open session at 8:37 p.m.

7. Adjournment

Council Member Hall moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 8:38 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on January 22, 2024, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Pro Tempore David Scholl; Council Members Steven Ayers, Brad Richardson and Laurie Wojtowicz.

Those absent were: Mayor Wyatt Dunn; Council Members Taylor-Rae Drake and Graham Hall.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Town Engineer; and Eunice McSwain, Parks and Recreation Director.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Pro Tempore David Scholl welcomed everyone to the meeting and Council Member Ayers delivered the invocation. Council Member Ayers then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Linda Robinson, Poplin Road, Monroe, was running for the Union County School Board at large. She was a retired teacher of 33 years, last teaching at Porter Ridge High School, with a master's in education. She was running to be the voice of students, parents, and teachers, and envision unified people.

1. Approval of Consent Agenda Items

- A. Salary range adjustment for Finance Officer position
- B. Amended Budget Ordinance 13 – Finance Officer position and transition costs
- C. Code of Ordinance Clerical Change to Penalties
- D. N-Focus Contract Extension - Code Enforcement Transition Costs

Council Member Richardson made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Ayers which passed unanimously by Council. The Amended Budget Ordinance 13 and the Code of Ordinance Clerical Change to Penalties are attached to these minutes and therefore incorporated herein.

2. Agenda Approval

Mayor Pro Temp Scholl requested adding Agenda Item 2.A. as *Budget Meeting Schedule*.

Council Member Richardson made the motion to approve the Agenda with the above requested addition. The motion was passed unanimously by Council after a second from Council Member Ayers.

2.A. Budget Meeting Schedule

Mayor Pro Tem Scholl requested changing the second Special Budget Retreat for January 29, 2024, to Monday, February 5, 2024, at 5 p.m.

Council Member Ayers made the motion to change the second Special Budget Retreat to Monday, February 5, 2024, at 5 p.m. Council passed the motion unanimously after a second from Council Member Wojtowicz.

4. Bolton and Menk – TOD Overlay Consultant

Planning Director Hsiang reminded the Council that it has hired Bolton and Menk to redo the TOD Overlay and update the small area plan around the anticipated Silver Line. That evening was the kickoff meeting with a presentation from the consultant.

Dylan McKnight explained his team was requested to:

- Integrate future LYNX Silver Line into Stallings Comprehensive Land Use Plan
- Reimagine Monroe Expressway Small Area Plan; include LYNX Silver Line and Atrium Hospital
- Draft a Transit Oriented Overlay Ordinance for this station area to be incorporated into Stallings Development Ordinance

The Bolton and Menk presentation is attached to these minutes and therefore incorporated herein.

5. Police Department Staffing Analysis

Chief Franks presented the Council with the findings from the Police Department Staffing Analysis. The presentation is attached to these minutes and therefore incorporated herein.

The next steps for the analysis were for Council to consider ways to add six police officers over the next few years during budget discussions.

6. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Wojtowicz, and the motion received unanimous support. The meeting was adjourned at 7:45 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT



MEMO

To: Stallings Town Council
From: Marsha Gross, Interim Finance Officer
Via: Alex Sewell, Town Manager
Date: February 6, 2024
RE: **MEMO - FY24 Q2 ARPA and Amended Project Ordinance**

Background:

The Town of Stallings applied for and was awarded a total of \$5.1M in American Recovery Protection Act or “ARPA” (\$5.1M) funds in June 2022. Per your current project ordinance, you decided to use these funds as Salary Replacement dollars for the Police Department.

Here are the quarterly distributions of the ARPA funds to the Police Department’s personnel budget through September 2023.

Total Award: \$5,147,440

\$ 455,424.43 (FY22-23, Qtr. 1)
\$ 609,990.40 (FY22-23, Qtr. 2)
\$ 502,628.20 (FY22-23, Qtr. 3)

\$516,909.30 (FY22-23, Qtr. 4)
\$598,582.29 (FY23-24, Qtr. 1)

Current ARPA Balance at 12/31/2023 which includes Investment Income: \$2,700,768.81

For FY24 Quarter 2, the total compensation and fringe benefits for the Police Department is **\$741,722.54**. Attached is an amended project ordinance and support documentation.

ARPA Balance after Requested Transfer: \$1,959,046.27

Requested Action:

Staff respectfully asks you approve the transfer of **\$741,722.54** from the ARPA special revenue fund to the General Fund for the replacement of the Police Department’s compensation and fringe benefits in Quarter 1 and to amend the current ARPA project ordinance accordingly.



AMENDED Grant Project Ordinance for the Town of Stallings American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds – December 2022

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Stallings (Town) has received the first tranche in the amount of \$2,572,685.12 of CSLFRF funds. The total allocation is \$5,145,370.24, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law enforcement services for period of July 1, 2022 through December 31, 2024	6.1	Salaries and Benefits	\$5,145,370.24
	TOTAL			\$5,145,370.24

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$5,145,370.24

Investment Income: \$ 238,933.19

General Fund Transfers: \$ 455,424.43 (FY22-23, Qtr. 1)

\$ 609,990.40 (FY22-23, Qtr. 2)

\$ 502,628.20 (FY22-23, Qtr. 3)

\$ 516,909.30 (FY22-23, Qtr. 4)

\$ 598,582.29 (FY23-24, Qtr. 1)

\$ 741,722.54 (FY23-24, Qtr. 2)

Total: \$1,959,046.27

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this is the 12th day of February, 2024.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Melanie Cox, Town Attorney

PD Salary Replacement - ARPA Fund Transfer

		FY24 Q2				
		October	November	December	Qtr Total	
Salaries and Wages	10-10-4310-000	137,310.38	200,856.35	166,227.84	504,394.57	
Overtime	10-10-4310-001	17,391.25	4,527.63	5,544.54	27,463.42	
Part-Time	10-10-4310-002	-	-	-	-	
Officer's Incentive Pay Plan	10-10-4310-005	-	17,215.16	3,046.00	20,261.16	
LE (401K)	10-10-4310-006	6,405.80	10,393.83	7,698.58	24,498.21	
NLE (401K)	10-10-4310-007	158.27	22.50	201.24	382.01	
Payroll Tax	10-10-4310-009	11,416.52	18,006.15	13,724.03	43,146.70	
NC Retirement Contribution	10-10-4310-010	19,648.33	31,730.12	20,840.82	72,219.27	
Health Insurance	10-10-4310-011	15,516.80	14,069.60	19,770.80	49,357.20	
Workers Compensation	10-10-4310-014	-	-	-	-	Annual pre
Total(s):		\$ 207,847.35	\$ 296,821.34	\$ 237,053.85	<u>\$ 741,722.54</u>	

GL Account History Summary

Town of Stallings

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Account Range: 10-10-4310-000 Salaries & Wages - Regular - 10-10-4310-014 Worker's Compensation

Date Range: 10/1/2023 - 12/31/2023

GL Account - 10-10-4310-000 Salaries & Wages - Regular

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$1,968,541.41	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$65,399.71	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$71,910.67	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$72,334.53	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$72,474.30	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$73,262.68	\$0.00	12/20/2023
11/30/2023	Reclass Incentive Pay to GL line item in Police De	GL GJ	\$0.00	\$17,215.16	01/10/2024
12/07/2023	Bonus PR Journal Entry	GL CD	\$18,255.34	\$0.00	01/08/2024
12/15/2023	PPE 12-8-2023	GL CD	\$76,141.43	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$71,831.07	\$0.00	01/10/2024
Transaction Totals			\$521,609.73	\$17,215.16	
**		End Balance	\$504,394.57	\$0.00	**

GL Account - 10-10-4310-001 Salaries & Wages - Overtime

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$38,862.36	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$4,577.27	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$4,414.69	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$8,399.29	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$2,643.72	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$1,883.91	\$0.00	12/20/2023
12/15/2023	PPE 12-8-2023	GL CD	\$5,544.54	\$0.00	01/10/2024
Transaction Totals			\$27,463.42	\$0.00	
**		End Balance	\$27,463.42	\$0.00	**

GL Account - 10-10-4310-002 Salaries & Wages - Part/Temp

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$0.00	\$0.00	
- NO ACTIVITY -			\$0.00	\$0.00	
Transaction Totals			\$0.00	\$0.00	
**		End Balance	\$0.00	\$0.00	**

GL Account - 10-10-4310-003 Town Event Security Pay

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$1,363.73	\$0.00	
- NO ACTIVITY -			\$0.00	\$0.00	
Transaction Totals			\$0.00	\$0.00	
**		End Balance	\$0.00	\$0.00	**

GL Account - 10-10-4310-004 Separation Allowance - LE

Date	Description	Source	Debits	Credits	Date
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Account Range: 10-10-4310-000 Salaries & Wages - Regular - 10-10-4310-014 Worker's Compensation

Date Range: 10/1/2023 - 12/31/2023

GL Account - 10-10-4310-004 Separation Allowance - LE

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$109,455.33	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$3,409.83	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$3,409.83	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$3,409.83	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$3,409.83	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$3,409.83	\$0.00	12/20/2023
12/15/2023	PPE 12-8-2023	GL CD	\$3,409.83	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$3,409.83	\$0.00	01/10/2024
Transaction Totals			\$23,868.81	\$0.00	
** End Balance			\$23,868.81	\$0.00	**

GL Account - 10-10-4310-005 Officer's Incentive Pay Plan

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$0.00	\$0.00	
11/30/2023	Reclass Incentive Pay to GL line item in Police De	GL GJ	\$17,215.16	\$0.00	01/10/2024
12/15/2023	PPE 12-8-2023	GL CD	\$1,523.06	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$1,522.94	\$0.00	01/10/2024
Transaction Totals			\$20,261.16	\$0.00	
** End Balance			\$20,261.16	\$0.00	**

GL Account - 10-10-4310-006 Supplemental Retirement - LE (401k)

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$89,996.68	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$3,095.13	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$3,310.67	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$3,592.01	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$3,389.60	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$3,412.22	\$0.00	12/20/2023
12/07/2023	Bonus PR Journal Entry	GL CD	\$837.84	\$0.00	01/08/2024
12/15/2023	PPE 12-8-2023	GL CD	\$3,556.53	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$3,304.21	\$0.00	01/10/2024
Transaction Totals			\$24,498.21	\$0.00	
** End Balance			\$24,498.21	\$0.00	**

GL Account - 10-10-4310-007 Supplemental Retirement (401k)

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$6,449.92	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$84.37	\$0.00	11/08/2023
10/20/2023	Correct JE for 401K Deposit	GL GJ	\$0.00	\$108.45	12/14/2023
10/20/2023	PPE 10-13-2023	GL CD	\$182.35	\$0.00	12/13/2023

GL Account History Summary

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Account Range: 10-10-4310-000 Salaries & Wages - Regular - 10-10-4310-014 Worker's Compensation

Date Range: 10/1/2023 - 12/31/2023

GL Account - 10-10-4310-007 Supplemental Retirement (401k)

Date	Description	Source	Debits	Credits	Date
11/03/2023	PPE 10-27-23	GL CD	\$0.00	\$146.74	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$84.62	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$84.62	\$0.00	12/20/2023
12/15/2023	PPE 12-8-2023	GL CD	\$116.62	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$84.62	\$0.00	01/10/2024
Transaction Totals			\$637.20	\$255.19	
** End Balance			\$382.01	\$0.00	**

GL Account - 10-10-4310-008 Board Member Salary

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$50.00	\$0.00	
- NO ACTIVITY -			\$0.00	\$0.00	
Transaction Totals			\$0.00	\$0.00	
** End Balance			\$0.00	\$0.00	**

GL Account - 10-10-4310-009 Payroll Tax - Employer Portion

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$158,293.53	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$5,465.45	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$5,951.07	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$6,287.90	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$5,858.02	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$5,860.23	\$0.00	12/20/2023
12/07/2023	Bonus PR Journal Entry	GL CD	\$1,396.46	\$0.00	01/08/2024
12/15/2023	PPE 12-8-2023	GL CD	\$6,477.02	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$5,850.55	\$0.00	01/10/2024
Transaction Totals			\$43,146.70	\$0.00	
** End Balance			\$43,146.70	\$0.00	**

GL Account - 10-10-4310-010 Retirement Contribution

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$253,952.98	\$0.00	
10/06/2023	PPE 9/29/2023	GL CD	\$9,570.42	\$0.00	11/08/2023
10/20/2023	PPE 10-13-2023	GL CD	\$10,077.91	\$0.00	12/13/2023
11/03/2023	PPE 10-27-23	GL CD	\$11,048.40	\$0.00	12/21/2023
11/17/2023	PPE 11-10-23	GL CD	\$10,344.43	\$0.00	12/20/2023
11/30/2023	PPE 11-24-23	GL CD	\$10,337.29	\$0.00	12/20/2023
12/15/2023	PPE 12-8-2023	GL CD	\$10,806.88	\$0.00	01/10/2024
12/29/2023	PPE 12-22-2023	GL CD	\$10,033.94	\$0.00	01/10/2024
Transaction Totals			\$72,219.27	\$0.00	

Account Range: 10-10-4310-000 Salaries & Wages - Regular - 10-10-4310-014 Worker's Compensation

Date Range: 10/1/2023 - 12/31/2023

GL Account - 10-10-4310-010 Retirement Contribution

Date	Description	Source	Debits	Credits	Date
**		End Balance	\$72,219.27	\$0.00	**

GL Account - 10-10-4310-011 Health Insurance

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$239,475.84	\$0.00	
10/05/2023	Municipal Trust Health Insurance	GL CD	\$15,516.80	\$0.00	12/13/2023
11/06/2023	Municipal Trust Insurance	GL CD	\$14,069.60	\$0.00	12/14/2023
12/05/2023	Municipal Trust of NC	GL CD	\$19,770.80	\$0.00	01/08/2024
		Transaction Totals	\$49,357.20	\$0.00	
**		End Balance	\$49,357.20	\$0.00	**

GL Account - 10-10-4310-013 Unemployment Contribution

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$0.00	\$0.00	
	- NO ACTIVITY -		\$0.00	\$0.00	
		Transaction Totals	\$0.00	\$0.00	
**		End Balance	\$0.00	\$0.00	**

GL Account - 10-10-4310-014 Worker's Compensation

Date	Description	Source	Debits	Credits	Date
Fiscal Period - Fiscal 23-24		Beg Balance	\$80,967.98	\$0.00	
	- NO ACTIVITY -		\$0.00	\$0.00	
		Transaction Totals	\$0.00	\$0.00	
**		End Balance	\$0.00	\$0.00	**



MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: February 12, 2024.
RE: Skid Steer Purchase Approval

As a part of the FY 2024 budget approval, Council approved \$100,000 for the purchase of a skid steer and several attachments to assist with storm water and public works projects.

Staff received three estimates from Bobcat, Brooks Sales, Inc., and John Deere for a Skid Steer and several attachments, and Brooks Sales, Inc. provided the lowest estimate at \$75,000.

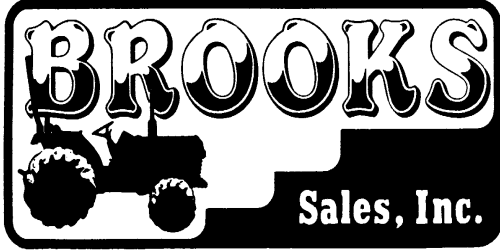
Key Items

- \$100,000 approved in FY 2024 Budget.
- Attachments include:
 - Combination bucket
 - Pallet Forks
 - Grapple Bucket with Cutting Edge
 - Broom and Hopper
- As Staff utilizes the skid steer, Staff will analyze needs and propose budgets for additional attachments necessary to improve efficiency and perform different projects in future fiscal years.

Action Requested:

Requesting Council to authorize the Town Manager, and Staff, purchase the skid steer and attachments from Brooks Sales, Inc. for \$75,000.00.

QUOTATION



3144 HIGHWAY 74 EAST
 MONROE, NC 28112
 704-233-4242
 FAX
 704-233-4244

DATE	SALESPERSON
01/24/2024	Brady
INQUIRY DATE	INQUIRY NUMBER
TERMS AND CONDITIONS	
Government Discount	
PRICES QUOTED ARE F.O.B.	

CUSTOMER: **Town of Stallings**

ADDRESS: _____

CITY: _____

PHONE: 704-218-0046

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Kubota SVL65-2HFWC Track Loader w/ Cab (Heat & A/C), Wide Tracks, Pilot Controls, High Flow, & GPS Tracking System		\$ 55,700.00
1	Land Pride AP-CB2568 68" 4n1 Bucket		\$ 4,600.00
1	CID Hdff48 48" Heavy Duty Pallet Forks		\$ 950.00
1	Land Pride AP-GB3074 74" Scrap Grapple Bucket w/ Bolt on Cutting Edge		\$ 4,875.00
1	Land Pride AP-HB74 74" Hopper Broom w/ Poly Bristles, Gutter Broom, & Dust Suppression Kit		\$ 8,875.00
			\$ 75,000.00
		Tax	
		TOTAL	

SUBJECT TO CONDITIONS NOTED.
 TO CONFIRM ORDER SIGN AND RETURN.
 QUOTE VALID UNTIL: 02/29/2024

BY: Brady Janiszewski

DATE: 01/24/2024

ACCEPTED BY: _____

TOWN COUNCIL MEETING

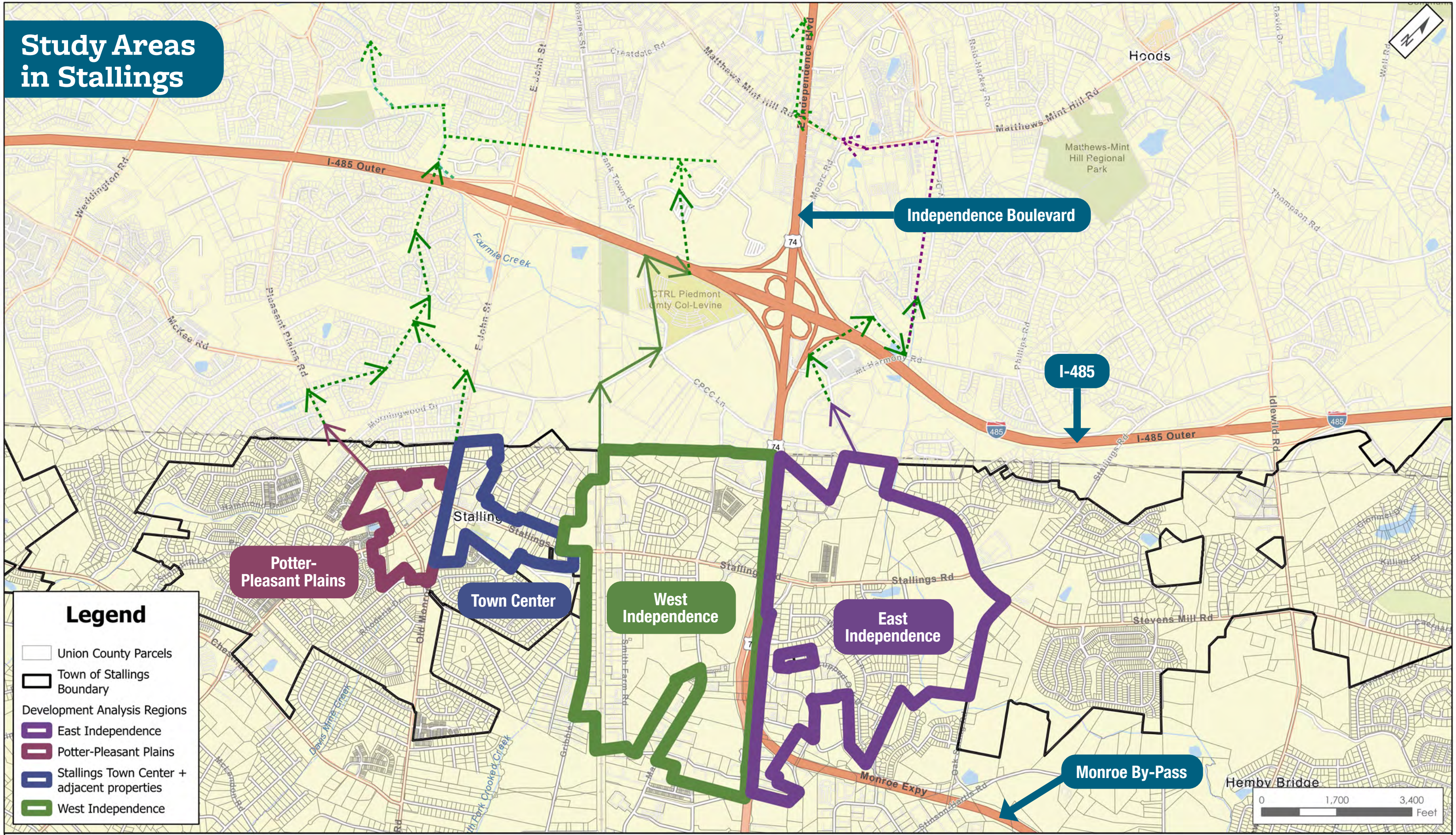
1. Summary of coordination with Charlotte Water

- Meeting with director (Angela Charles) and assistant directors on 11/30/2023
- Meetings with planning group (sewer capacity assurance team)
 - » 12/7/2023
 - » 1/18/2024
 - » 2/1/2024

2. Information obtained from Charlotte Water

- Charlotte Water is seeing a lot of developer interest near the I-485 and Independence Boulevard area
- Based on recent master planning efforts, the Four Mile Creek basin area is “capacity limited”
 - » Capacity limited = no new sewer connections
- Capacity expansion for Four Mile Creek has not been started
 - » Due to interest, they foresee initiating a project

Study Areas in Stallings



CLT Water Sewer System near Union County Border

Four Mile Creek
2 Lines - 15" & 18"

Four Mile Creek
Branch - 12"

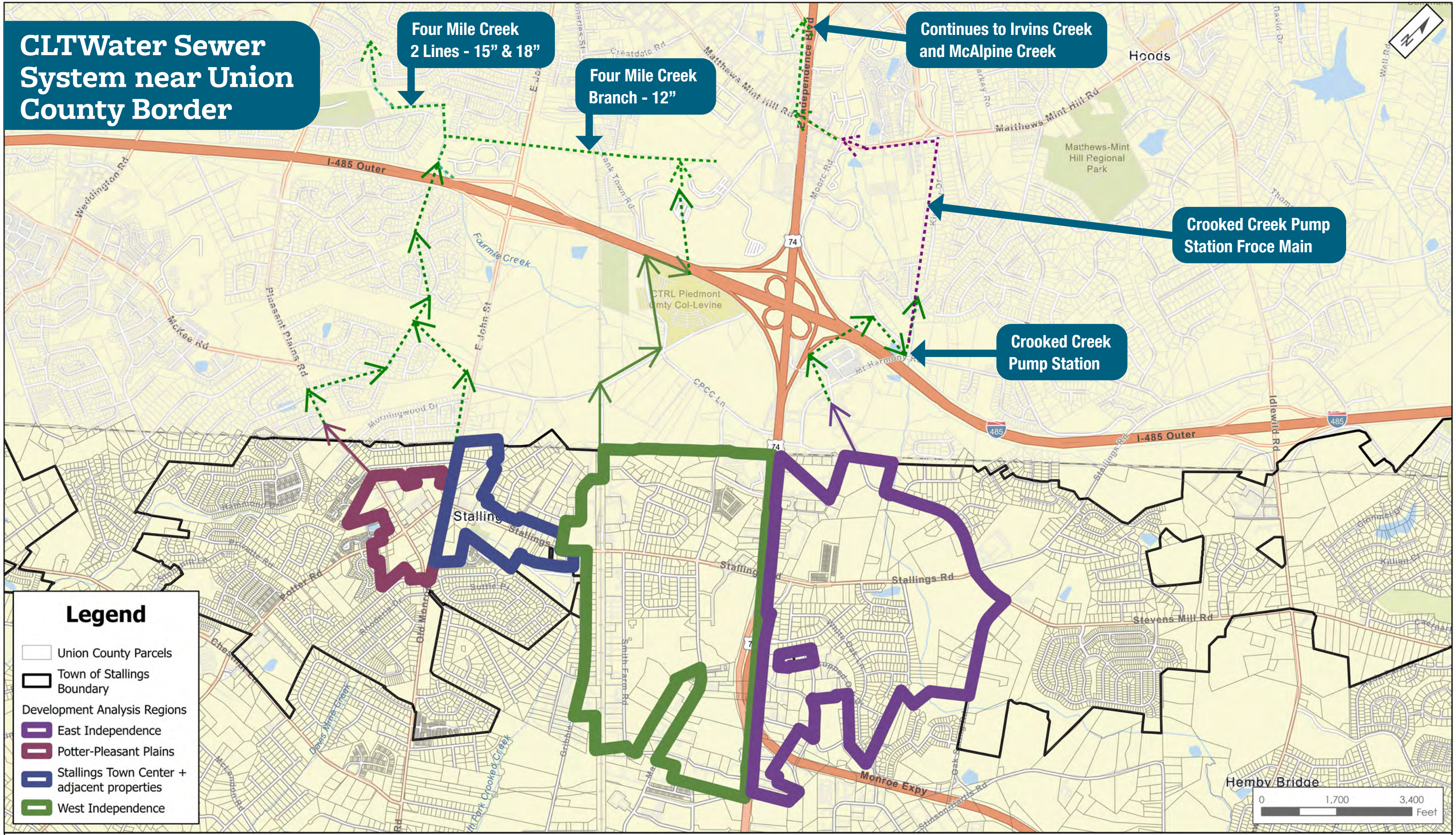
Continues to Irvins Creek
and McAlpine Creek

Crooked Creek Pump
Station Froce Main

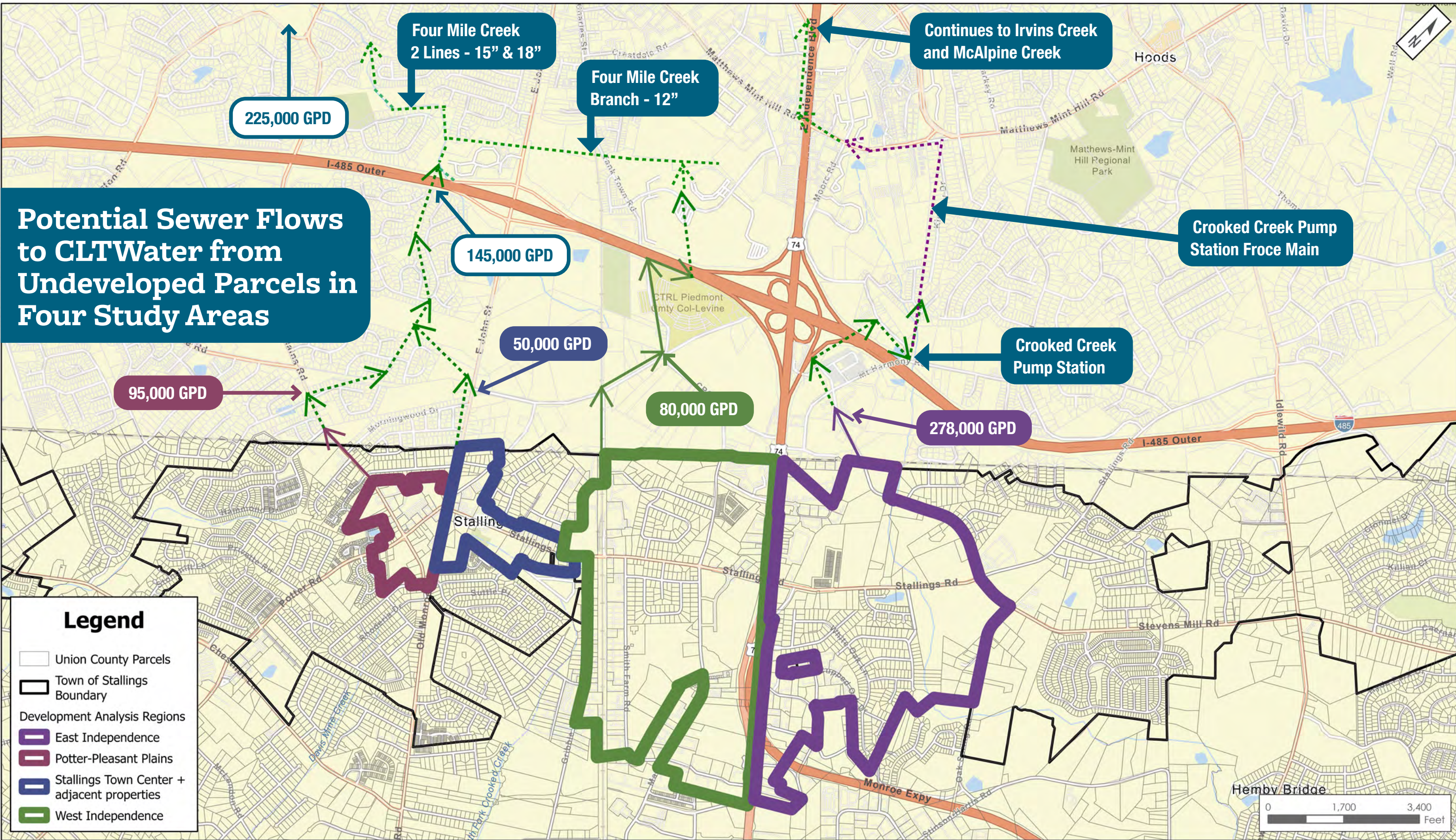
Crooked Creek
Pump Station

Legend

- Union County Parcels
- Town of Stallings Boundary
- Development Analysis Regions
 - East Independence
 - Potter-Pleasant Plains
 - Stallings Town Center + adjacent properties
 - West Independence



Potential Sewer Flows to CLT Water from Undeveloped Parcels in Four Study Areas



Limited Capacity Area

225,000 GPD

Four Mile Creek
2 Lines - 15" & 18"

Four Mile Creek
Branch - 12"

Continues to Irvins Creek
and McAlpine Creek

145,000 GPD

Crooked Creek Pump
Station Froce Main

50,000 GPD

Crooked Creek
Pump Station

95,000 GPD

80,000 GPD

278,000 GPD

Legend

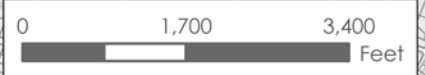
- Union County Parcels
- Town of Stallings Boundary
- Development Analysis Regions
 - East Independence
 - Potter-Pleasant Plains
 - Stallings Town Center + adjacent properties
 - West Independence

Existing Sanitary Sewer in Town of Stallings
Sanitary Sewer and Overall Regions

Prepared By:
Kimley»Horn

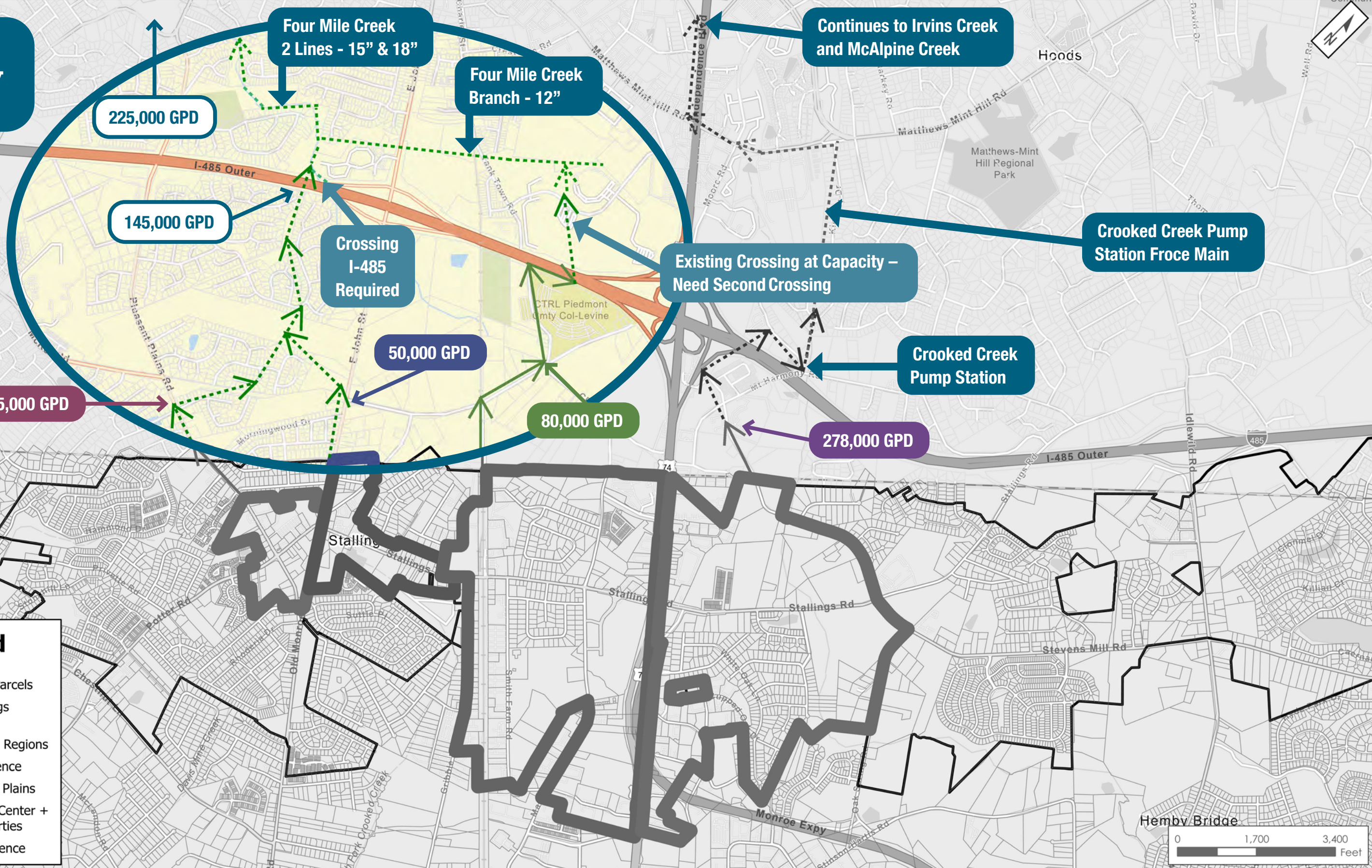
Prepared For:
Town of Stallings

Figure 1
Mecklenburg County, NC
11/30/2023



K:\CHL_GIS\PRJ018273_Sanitary_Sewer_MasterPlan\Stallings_SS_MasterPlan\Stallings_SS_MasterPlan.aprx - 11/30/2023 2:04 PM - chandler.allen

Limited Capacity Area



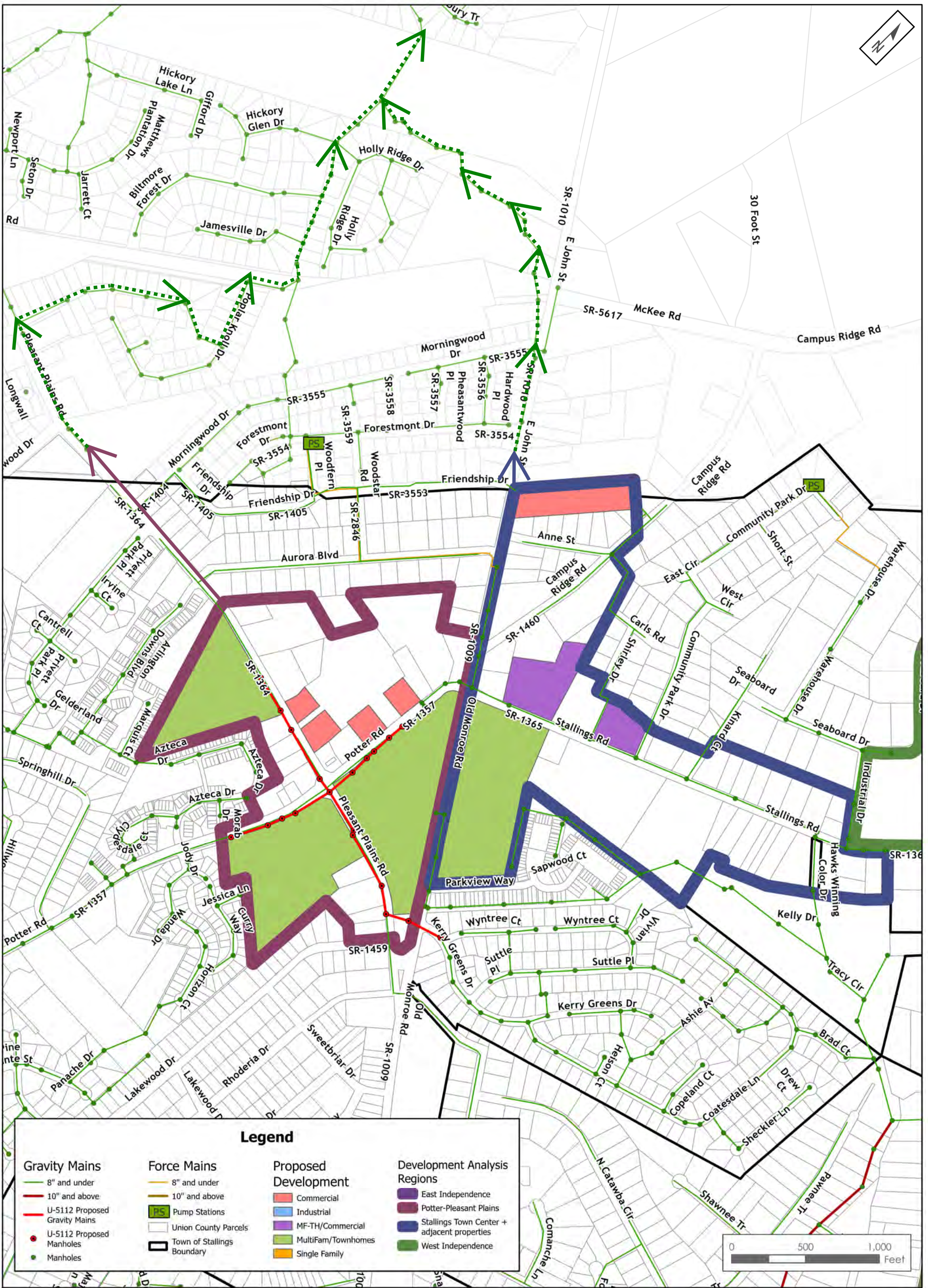
Legend

- Union County Parcels
- Town of Stallings Boundary
- Development Analysis Regions
 - East Independence
 - Potter-Pleasant Plains
 - Stallings Town Center + adjacent properties
 - West Independence

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- **Next steps for Charlotte Water**
 - » Charlotte Water is starting to evaluate capacity expansion costs
 - » Hope to complete the evaluation in time to include in FY-26 budget, which is a 5-year CIP
 - » The CIP year which the project will be is funded will be determined based on project prioritization with all other sewer projects
 - » Best case scenario, the project would be completed in 4 years once included in the CIP

- **Options for the Town of Stallings**
 - » Do nothing and wait for Union County Water
 - » Consider purchase capacity in the project through an inter-local agreement
 - Monitor the progress of project development
 - Evaluate potential cost to the Town when information is available



Existing Sanitary Sewer in Town of Stallings

West Sanitary Sewer and Parcels of Interest

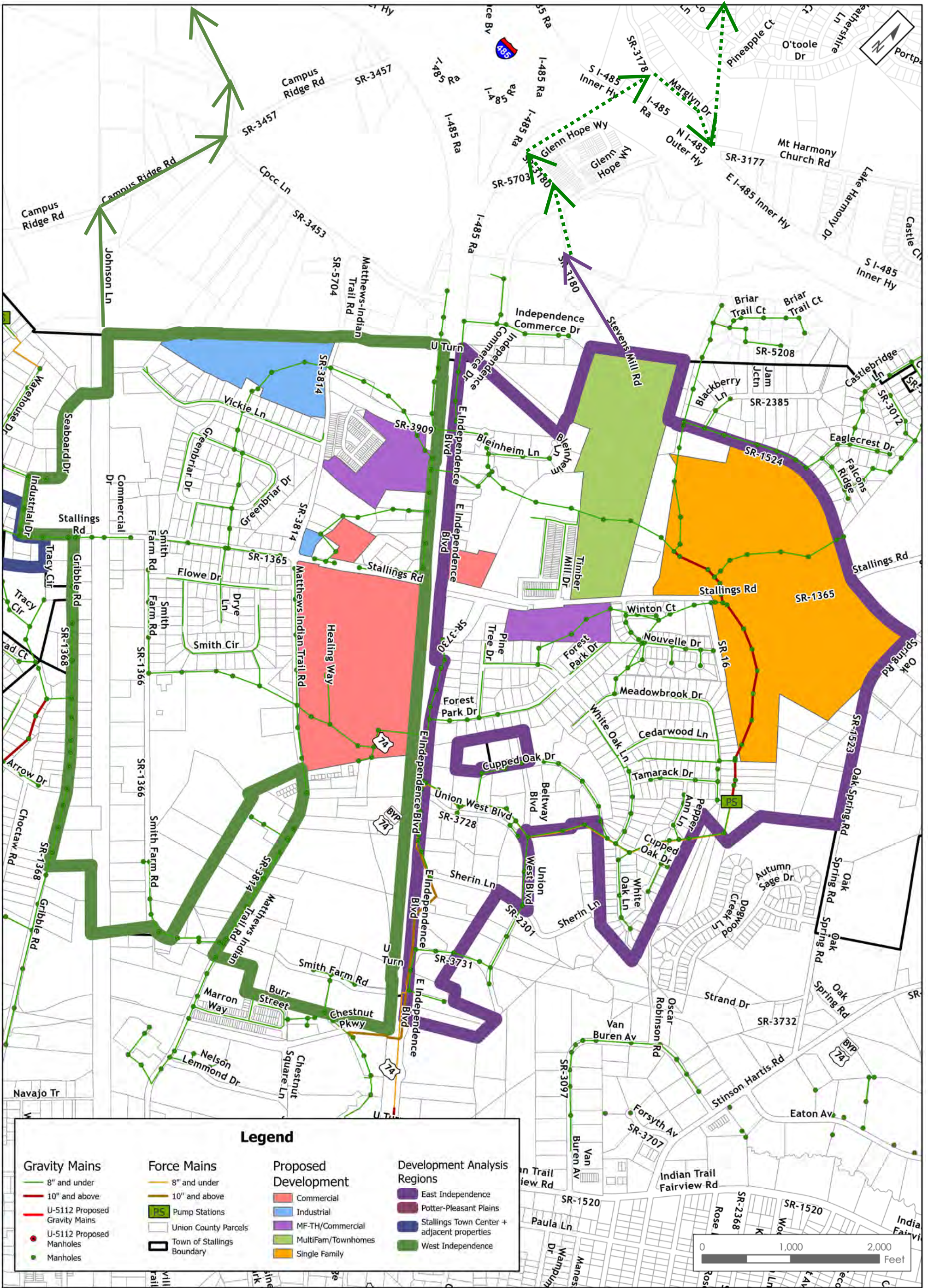
Prepared By:

Kimley»Horn

Prepared For:



Figure 2
Mecklenburg County, NC
11/30/2023



Existing Sanitary Sewer in Town of Stallings

East Sanitary Sewer and Parcels of Interest

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MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Kevin Parker, P.E., Town Engineer
Date: February 12, 2024.
RE: Stormwater Project Contract Approval

On December 22, 2023, Staff solicited an advertisement for bids to complete six high-priority storm water projects throughout Town. Staff received two bids by the January 12, 2024, submittal deadline and in an effort to receive a third bid, in accordance with the State's formal bidding procedure, Staff readvertised for bids but did not receive an additional bid.

After reviewing each bid for accuracy and completeness, KHC Environmental was the lowest bidder at \$135,984.00.

Key Items

- The six projects are significant sink hole and erosion repairs located at:
 - Aurora Boulevard
 - Fairhaven – Afternoon Sun Road
 - Fairhaven – Yellow Daisy Drive
 - Kerry Greens – Suttle Place
 - Shannamara – Caenarfon Lane
 - Springhill – Springhill Road
- Funded via the stormwater maintenance and repairs budget.

Action Requested:

Requesting Council to authorize the Town Manager to execute a contract with KHC Environmental to perform six storm water projects for \$135,984.00.

CONTRACT SPECIAL PROVISIONS

WINTER 2024 STORMWATER PROGRAM

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

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed and will extend for sixty (60) total consecutive calendar days.

CONTRACT TIME EXTENSION

(Contract Time Extensions and Apportionment of Liquidated Damages NCDOT section 108-12)

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

GUARANTEE

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

LIQUIDATED DAMAGES

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

DEFINITION OF TERMS

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

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

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

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

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

INDEMNIFICATION

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

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal

injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from; any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

E-VERIFY

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

TERMINATION BY THE TOWN FOR CAUSE

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

TERMINATION BY THE TOWN FOR CONVENIENCE

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:
 - a) Cease operations as directed by the Town in the notice;
 - b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
 - c) Except for the work directed to be performed prior to the effective date of termination stated in

the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

2. The Town Council shall have authority to terminate the Contract. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

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

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

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

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

ADDITIONAL OR EXTRA WORK

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

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

CARE OF WORK

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

The Contractor shall coordinate with the property owners surrounding the project(s) a minimum of 24-hours prior to beginning the work.

CLEANING UP

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

SAWING EXISTING PAVEMENT

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement (curb, sidewalk, etc.) more than the area marked, the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be considered incidental to the removal operation and shall be included in the unit price bid for Project.

OSHA REQUIREMENTS

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

HAZARDOUS MATERIALS

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

MATERIALS AND EQUIPMENT STORAGE

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

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

METHOD AND MATERIAL

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

PERIODIC PAYMENTS

The Town will make periodic payments based on the work progress approved by the Engineer and the payment request shall be submitted by the Contractor on a monthly schedule or other agreement by the Town. Payment will be made within twenty (20) calendar days after receipt of a correct payment request.

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

PROJECT CLOSEOUT DOCUMENTS

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

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

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

TAX STATEMENT SUBMITTAL

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

TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town contracts (see Tax Statement Submittal section

of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license, and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

SUBLETTING

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

SEEDING AND MULCHING

The work covered by this special provision includes preparing seedbeds; furnishing, placing, and covering limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; mowing; and other operations necessary for the permanent establishment of grasses from seed on shoulders, slopes, ditches, and on all earth areas disturbed by construction and on portions of areas seeded under previous contracts where, in the opinion of the Engineer, there is unsatisfactory vegetative cover. Seeding and mulching is incidental to the shoulder construction item.

GRADING

Edge of pavement treatment on asphalt pavement placed on streets without curb and or gutter shall be backed up with lightly compacted borrow which has been fertilized, seeded, and mulched as per NCDOT Specifications. Borrow material to be approved by the Engineer includes material and haul. This work shall be paid as incidental grading and shall be included in the unit price for project.

The regrading of the ditch sections shall conform with the Town of Stallings' land development standards and/or NCDOT standards and specifications. This constitutes stripping all existing vegetation from the ground surface wherever regrading is to be done, as necessary, adding any additional soil, and seeding and mulching the disturbed area to provide stabilization and sufficient grade.

LOAD LIMITS

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

TRAFFIC CONTROL

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

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

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

It shall be the responsibility of The Contractor to ensure vehicles and/or individuals do not drive through/across and/or traverse active work zones. If a vehicle owner claims the project caused damage to their vehicle and/or other property, then The Contractor shall coordinate a resolution with the subject

individual at no cost to the Town.

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

MOBILIZATION

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

QUALITY CONTROL

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

LOCATIONS OF PROJECTS

The project shall consist of repairing stormwater infrastructure identified in the following Bid Schedule. It is the responsibility of the Contractor to be familiar with the stormwater segments for the individual areas of repair.

Each project is located within NCDOT and/or Town-owned easements and/or rights-of-way.

BID SCHEDULE

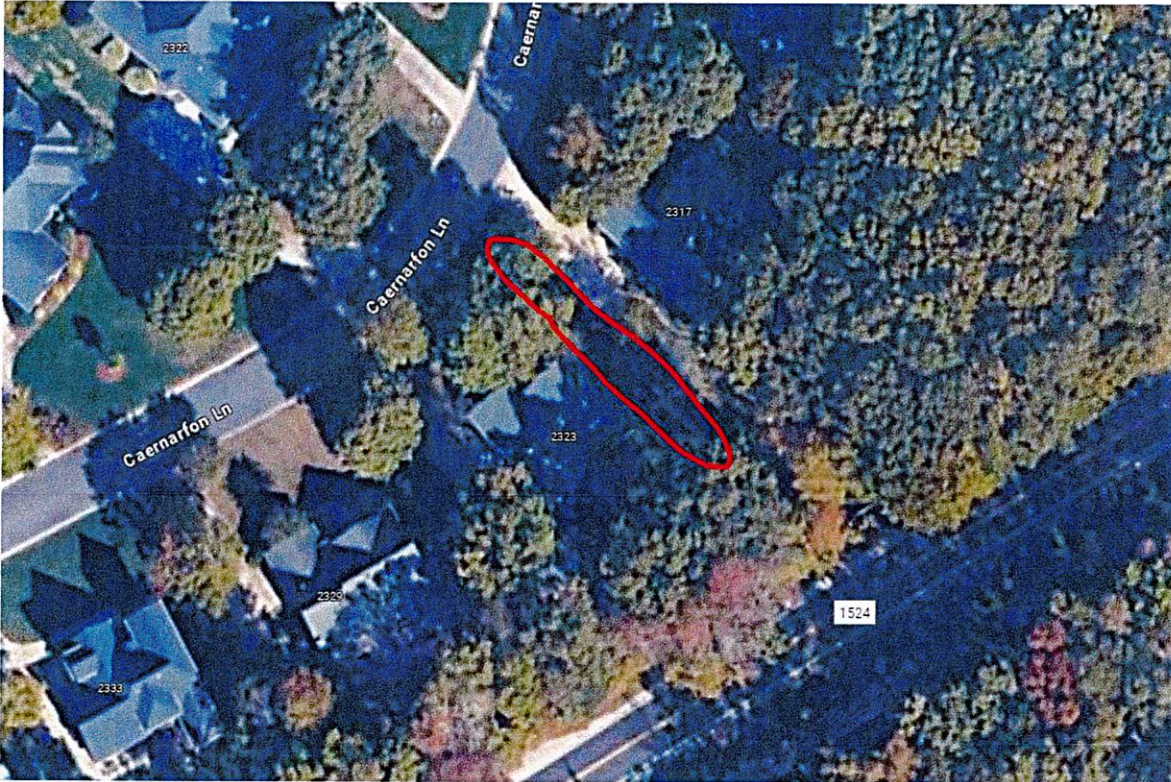
NOTES

1. Contractor shall provide a bid for each project and provide the cumulative project cost.
2. One Contractor will be awarded the project based on the total contract price tabulated in the cumulative project totals. Contractor(s) will not be awarded individual projects.
3. Bid shall include sales tax and all other applicable taxes and fees. Include tax listing for materials in payment request.
4. Town of Stallings, NC reserves the right to increase or decrease the work by 25 percent without affecting any change in unit bid prices.
5. Bidders must bid on all items in a section for a Complete Bid. Failure to do so may result in rejection of the bid.
6. All items shall be bid as constructed, complete, in-place and ready for use by the Town of Stallings upon acceptance of work by the Engineer and the Town of Stallings.

Project Locations, Descriptions, and Bid Items

1. 2323 Caernarfon Lane – Shannamara Subdivision

The scope for this project is the repair of two sinkholes caused by pipe separation (report included) in the front side yard of the property. This includes fence removal and reinstallation, if necessary, to access the pipe.



Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and Skid-Steer	150	HR	45	6,750
Labor	50	HR	55	2,750
24" Concrete Collar	3,500	EA	1	3,500
24" RCP Replacement	N/A	EA	N/A	N/A
Fence Removal & Reinstallation	2,500	LS	1	2,500
Fill Dirt (Per Truck Load)	500	EA	2	1,000
Haul Off (Per Truck Load)	125	EA	5	625
Fescue Seed & Straw	1,000	SF	1	1,000
		Sub-Total		18,125
20% Contingency		LS	1	3,625
		Total		21,750

2. 240 Springhill Road – Springhill Subdivision

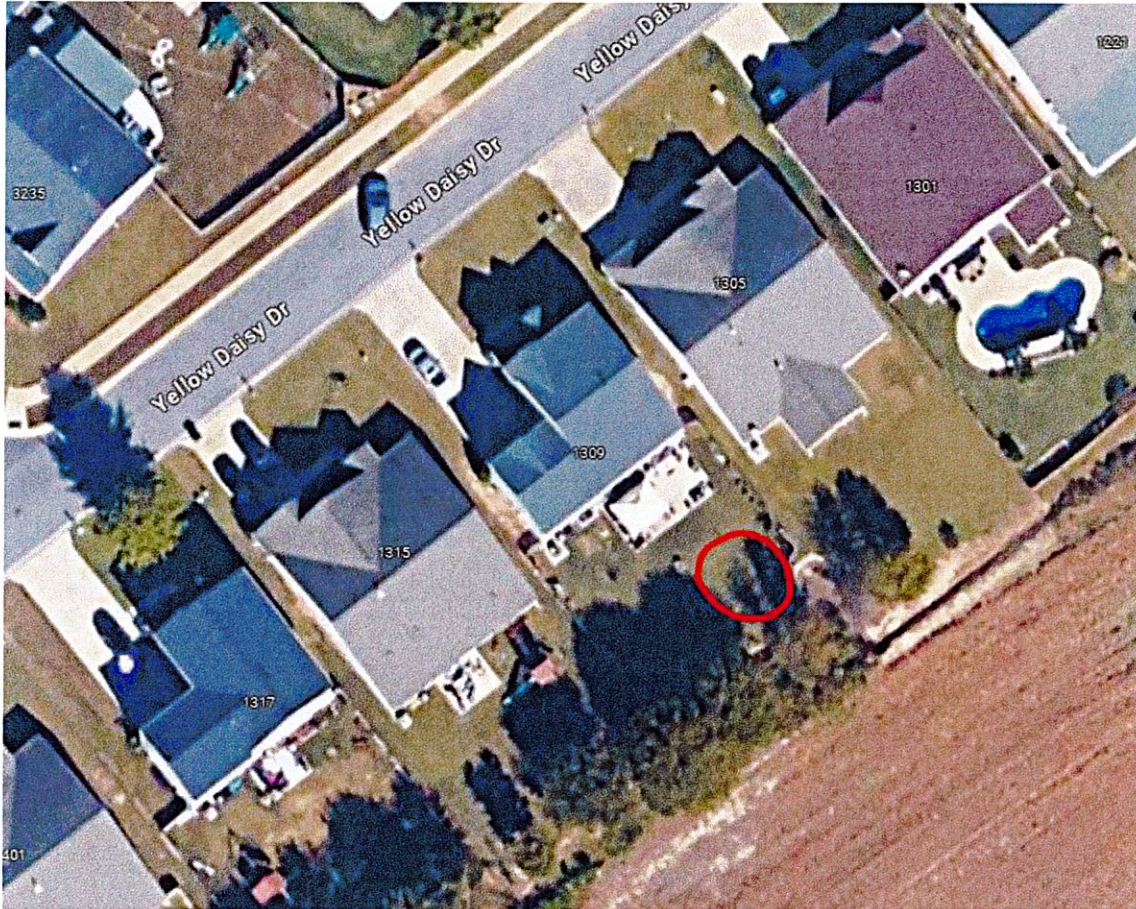
The scope for this project is the repair of a stormwater line between the two properties by realigning the existing infrastructure, which includes removal of tree and roots and replacement of existing headwall to FES with placement of riprap surrounding FES. (report included). Some of the piping may need to be replaced, and any replacement shall be subject to the approval of the Town Engineer.



Town of Stallings - 240 Springhill Road				
Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and Skid-Steer	150	HR	95	14,250
Labor	50	HR	75	3,750
15" RCP Realignment	N/A	LF	200	N/A
15" RCP Replacement	31.85	LF	200	6,370
Flared-end-section for 15" Pipe	1,250	EA	1	1,250
Fill Dirt (Per Truck Load)	500	EA	5	2,500
Haul Off (Per Truck Load)	125	EA	25	3,125
Fescue Seed & Straw	2,500	SF	1	2,500
Riprap	50	TN	2	100
Tree Removal	6,900	LS	1	6,900
		Sub-Total		43,945
20% Contingency		LS	1	8,789
		Total		52,734

3. 1309 Yellow Daisy Drive – Fairhaven Subdivision

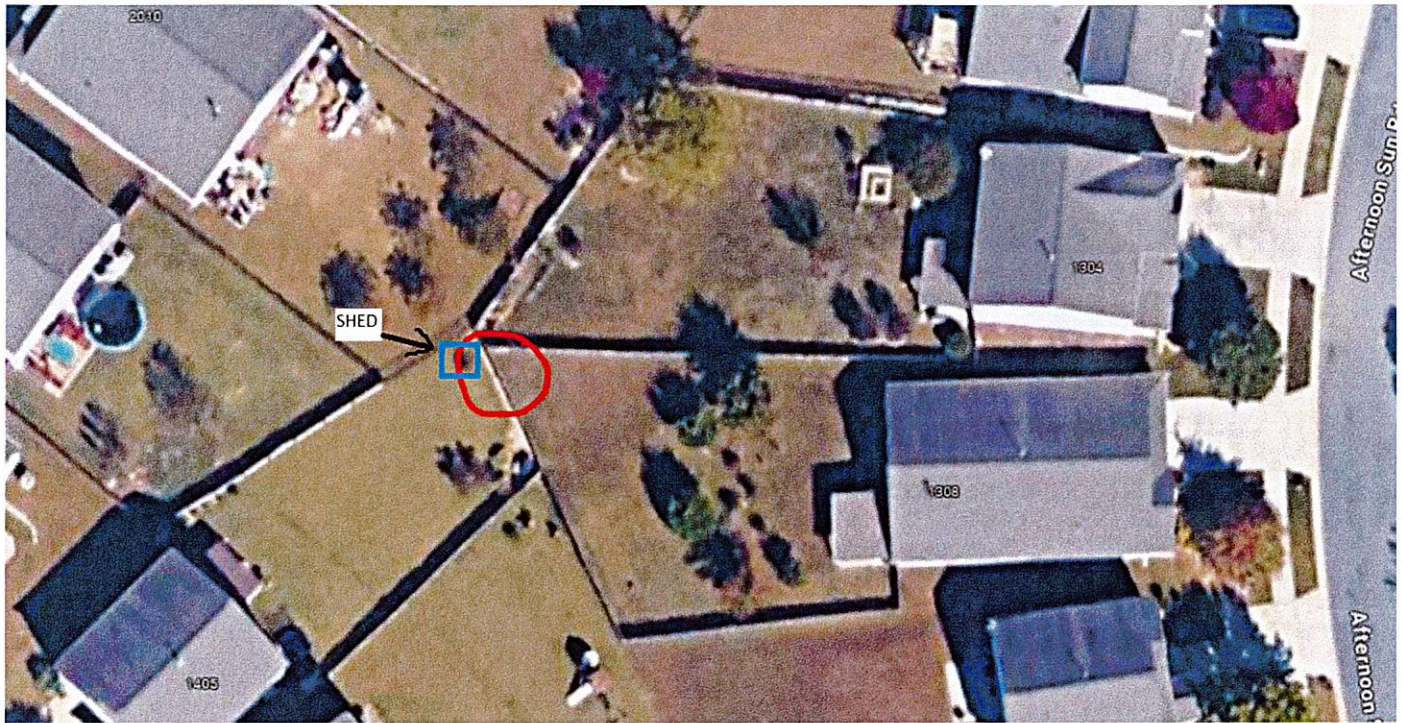
The scope for this project is the repair of a sinkhole in the backyard. This includes removal of fence to access backyard and reinstallation of fence at completion.



Town of Stallings - 1309 Yellow Daisy Drive				
Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and Skid-Steer	150	HR	50	7,500
Labor	50	HR	30	1,500
36" Concrete Collar	2,000	EA	1	2,000
36" RCP Replacement	N/A	EA	N/A	N/A
36" HDPE Replacement	N/A	EA	N/A	N/A
Fence Removal & Reinstallation	1,000	LS	150 1	1,000
Fill Dirt (Per Truck Load)	N/A	EA	N/A	N/A
Haul Off (Per Truck Load)	N/A	EA	N/A	N/A
Fescue Seed & Straw	1,500	SF	1	1,500
			Sub-Total	13,500
20% Contingency		LS	1	13,500 2,700
			Total	16,200

4. **1308 Afternoon Sun Road – Fairhaven Subdivision**

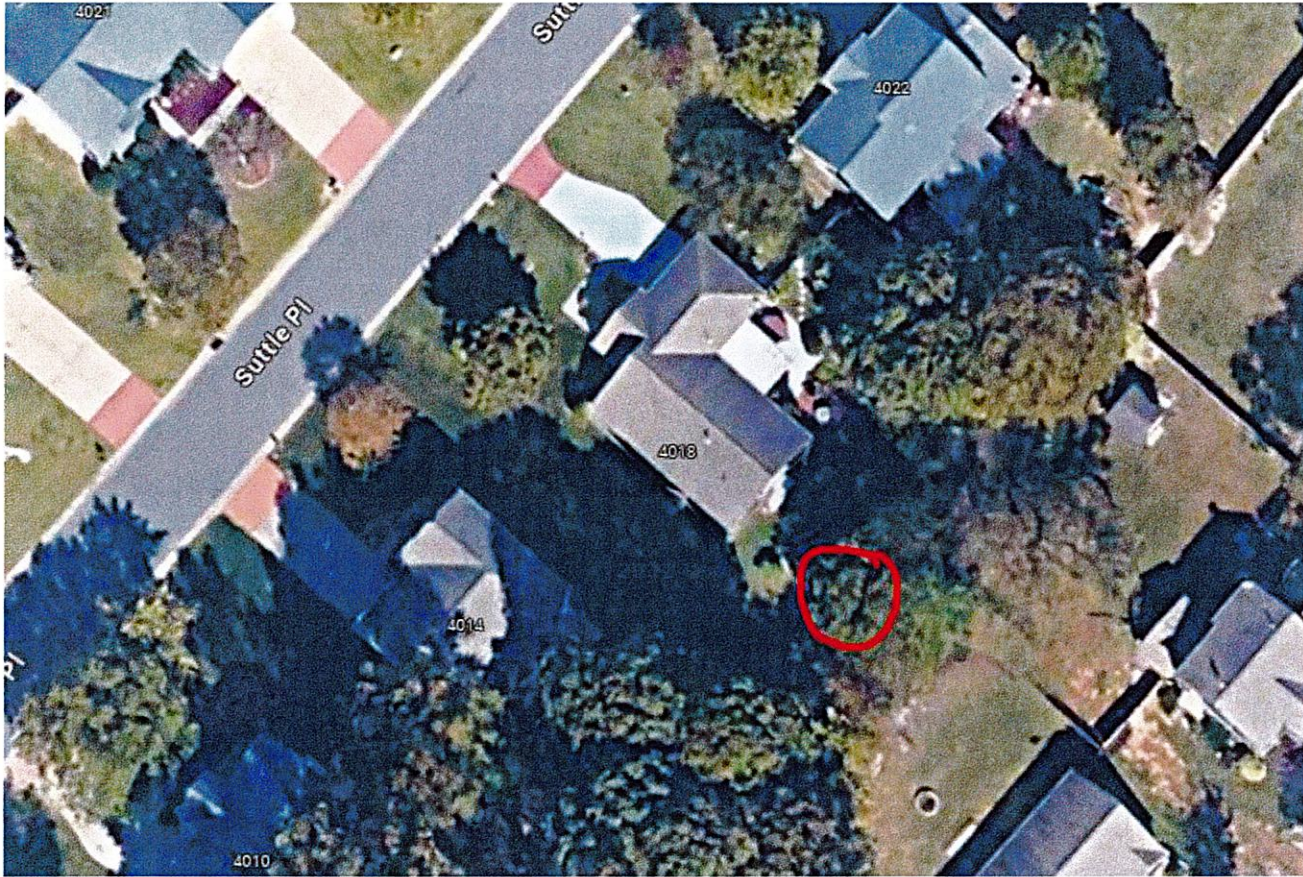
The scope for this project is the repair of a sinkhole in the backyard near a drop inlet. This includes removal of fence to access the backyard and drop inlet, temporarily relocating a shed if necessary to repair sinkhole and reinstallation of fence at completion. (Pipe size unknown).



Town of Stallings - 1308 Afternoon Sun Road				
Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and Skid-Steer	150	HR	40	6,000
Labor	50	HR	50	2,500
15" Concrete Collar	2,500	EA	1	2,500
15" RCP Replacement	N/A	EA	N/A	N/A
15" HDPE Replacement	N/A	EA	N/A	N/A
Fence Removal & Reinstallation	2,500	LS	1	2,500
Fill Dirt (Per Truck Load)	N/A	EA	N/A	N/A
Haul Off (Per Truck Load)	N/A	EA	N/A	N/A
Fescue Seed & Straw	1,000	SF	1	1,000
		Sub-Total		14,500
20% Contingency		LS	1	2,900
		Total		17,400

5. 4018 Suttle Place – Kerry Greens Subdivision

The scope for this project is a sinkhole near a drop inlet box in the backyard of 4018 Suttle Place. This includes repair of 4" corrugated pipe roof drain and installation of roof drain pipe into drop inlet box and fence removal and reinstallation to access the backyard and drop inlet.



Town of Stallings - 4018 Suttle Place				
Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and skid	150	HR	25	3,750
Labor	50	HR	20	1,000
24" Concrete Collar	1,250	EA	1	1,250
24" RCP Replacement	N/A	EA	N/A	N/A
24" HDPE Replacement	N/A	EA	N/A	N/A
Replace and Insert 4" pipe	500	LS	1	500
Fence Remove and Reinstall	1,000	LS	1	1,000
Fill Dirt (Per Truck Load)	500	EA	2	1,000
Haul Off (Per Truck Load)	N/A	EA	N/A	N/A
Fescue Seed & Straw	1,000	SF	1	1,000
Tree Removal	N/A	LS	N/A	N/A
		Sub-Total		9,500
20% Contingency		LS	1	1,900
		Total		11,400

6. 423 Aurora Blvd – Eastwood Forest Subdivision

The scope in this project is constructing a headwall on both sides of the driveway at 423 Aurora Blvd and constructing a culvert headwall under the sidewalk along Pleasant Plains Road. This includes regrading the slopes of the swale and ensuring stormwater flow.

Disclaimer: Project may require an encroachment agreement with NCDOT, and the contractor shall be responsible for obtaining any and all permits with NCDOT.



Town of Stallings - 423 Aurora Blvd				
Items	Unit Cost	Units	Unit Total	Total Cost
Mini Excavator and skid	150	HR	20	3,000
Labor	50	HR	15	750
Fill Dirt (Per Truck Load)	500	EA	1	500
Haul Off (Per Truck Load)	125	EA	10	1,250
Fescue Seed & Straw	1,000	SF	1	1,000
Sidewalk D&R	N/A	SF	N/A	N/A
Sidewalk Headwall	3,150	EA	1	3,150
Driveway Headwall	4,000	EA	1	4,000
		Sub-Total		13,750
20% Contingency		LS	1	2,750
		Total		16,500

Not in Scope

Cumulative Project Total

Project Name	Total Cost
2323 Caernarfon Lane	21,750
240 Springhill Road	52,734
1309 Yellow Daisy Drive	16,200
1308 Afternoon Sun Road	17,400
4018 Suttle Place	11,400
423 Aurora Blvd	16,500
Total Contract Price	135,984

N.C. License No.- _____

Telephone No: _____

Fax No: _____

E-mail: _____

SEAL: (If Bid by Corporation)

By: Christopher Mayberry

Name: _____

Title: Manager

Company: KHC Environmental

Address: _____

Date: 1/10/2024

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF: North Carolina COUNTY OF: Union

Christopher Mayberry, Manager of,
(Name) (Title)

KHC Environmental, being first duly sworn, deposes and says that: (Contractor)

The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and that he has personal knowledge of all facts set forth herein;

This Affidavit, Release and Waiver of Claim are made concerning the construction of the following;
Project: Winter 2024 Stormwater Program Project No.: _____

All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

Notwithstanding the foregoing, if the Town of Stallings, or property of the Town of Stallings, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Stallings harmless for any amount that the Town of Stallings is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Stallings expenses, costs, and attorney fees incurred in connection

therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Stallings, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the Town of Stallings arising in any manner from the construction of the above-described project.

By: _____ Date: 1/10/2024

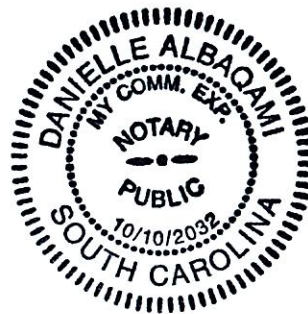
Title: Manager

Sworn to and subscribed before me this 10th day of

January, 20 24

Danielle Albagami
Notary Public

My commission expires 10/10/2032



STATE/COUNTY SALES & USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/SUBCONTRACTOR: _____

PERIOD COVERED: _____

Invoice No.	Invoice Date	Vendor's Name	Amount Before Taxes	4.5% NC Tax	3% County Tax	Total Invoice Amount	County Paid

Instruction estimate and the property upon which such taxes were paid were, or will be, used in the performance of this Contract. The list above does not include any taxes paid on purchase of tangible personal property that does not annex, to, affix to, or in some manner become a part of the project, building, structure or repairs.

Signed: _____

Title: _____