



**January 14, 2019**  
 Stallings Town Hall  
 315 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://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. Minutes from the following meetings: (1) 11-13-18 (2) 11-26-18 (3) 12-03-18 – special (4) 12-10-18 (5) 12-10-18 - closed B. 2019 Annual Retreat Process C. Privette Road Property Site Prep D. New Facilities Engineering and Construction Materials Testing Contract	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i>  <b>Motion:</b> 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>  <b>Motion:</b> I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____
4.	7:42 p.m.	Whetstone Road Abandonment A. Public Hearing B. Council Decision	Alex Sewell, Town Manager	Discussion and possible action

5.	7:50 p.m.	Stormwater Improvement Projects ( <i>Martin</i> ) A. Four Wood B. Lawyers Road	Kevin Parker, Asst. Engineer	Discussion and possible action
6.	8:05 p.m.	2017-18 Audit Report/CAFR	Marsha Gross, Finance Officer  Todd Plyler, Partner, Collins, Boike & Moore, PA	Presentation
7.	8:20 p.m.	Unified Development Ordinance and Small Area Plans Process Explanation ( <i>Scholl</i> )	Lynne Hair, Town Planner	Presentation
8.	8:35 p.m.	Hotel Proposal ( <i>Dunn</i> )	Wyatt Dunn, Mayor	Discussion and possible action
9.	8:50 p.m.	County Fire Funding Model Preference Selection Resolution	Alex Sewell, Town Manager	Adopt resolution  <i>Motion: I make the motion to adopt the Fire Funding Model Preference Selection Resolution approving the preference of a <u>(insert model here)</u> district.</i>
10.	9:00 p.m.	Reclassification of Captain Position to Assistant Police Chief	Minor Plyler, Police Chief	Approve reclassification  <i>Motion: I make the motion to approve the reclassification of the Police Captain position to that of Assistant Police Chief.</i>
11.	9:10 p.m.	Committee Stipend Policy ( <i>Romanow</i> )	Deborah Romanow, Council Member	Discussion and possible action
12.	9:20 p.m.	Balanced Scorecard Objectives	Alex Sewell, Town Manager	Information and possible action
13.	9:50 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 November 13, 2018, at 6:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were:

Staff present were: Alex Sewell, Town Manager; Chief Minor Plyler; Lynne Hair, Town Planner; Chris Easterly, Town Engineer; and Marsha Gross, Finance Officer.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

There was no one present to give the public comments.

1. Approval of Consent Agenda Items

A. Minutes of the following meetings:

- 1) 09-10-18
- 2) 10-08-18
- 3) ~~10-08-18 - closed~~
- 4) 10-22-18
- 5) 10-22-18 - closed

Council Member Paxton requested a small change to the 09-10-18 minutes. Therefore the 09-10-18 were removed from the Consent Agenda. Council Member Scholl made the motion to approve the remainder of the Consent Agenda Items as presented. The motion was seconded by Council Member Romanow which passed unanimously by Council.

2. Reports

A. Report from the Mayor

Mayor Dunn reminded all of the opening of the Bypass the following week.

B. Reports from Council Members/Town Committees

Council Member Paxton reported that the Economic Development Committee had begun its start up efforts.

Council Member Martin shared there was a vacancy on the Stormwater Advisory Committee if any member of the public was interested.

Council Member Scholl had no report.

Council Member Steele reported that she had the honor of speaking at the Stallings Elementary Career Day.

C. Report from Town Manager/Town Departments

Town Manager Sewell submitted the weekly Staff Report the Council for the record.

3. Agenda Approval

Council Member Scholl made the motion to approve the Agenda as presented with the exception of removing Agenda Item 6, *Closed Session in Pursuant to NCGS 143-318.11(a)(5)*. The motion was seconded by Council Member Steele and passed unanimously.

4. CZ18.08.01 – Epcon Communities

Mayor Dunn opened public hearing. Town Planner Lynne Hair presented the Staff Report for CZ18.08.01 to the Council. The CZ18.08.01 Staff Report is attached to these minutes and therefore incorporated herein.

The following individuals presented on behalf of the Epcon Communities. The Epcon Presentation is attached to these minutes and therefore incorporated herein.

- Phil Fankhauser, Epcon
- Bob Kardos, Regional President, Epcon
- Laura Reid, Kimley Horn, Epcon's Traffic Impact Analysis
- Vince Neil, Engineer, Epcon's stormwater related information

The following individuals spoke during the Epcon public hearing:

- Vicki Kidd, Property Owner and Real Estate Broker who assembled the property, spoke in favor of the conditional zoning.
- Larry, Emerald Lakes Board Member, expressed concern over the traffic but had good experience working with Epcon.



- Don Norris, 6007 Colton Ridge Drive, Indian Trail, had been following the topics and voiced support for Epcon.
- Jim Hanley, 2346 Millhouse Lane, voiced support for Epcon based on their sensible approach to unstoppable development
- Hank Cowell, 8132 Stevens Mill, expressed his concerns against Epcon.
- Bob Cochran, Stevens Mills, would have four houses placed behind his property due to this development and was opposed to Epcon
- Karen Hole, 4608 Pineland, Charlotte, NC, relator with REmax, stated there was shortage of housing in the area for empty nesters. She also felt that one developer could not held responsible for solving an entire community's drainage problem.
- Mark Noles, 5117 Laurel Road, Weddington, Engineer, expressed support for Epcon and urged Council to vote in favor of the item.
- Lawrence McCrank, property owner in Stevens Mill and Emerald Lake, spoke in favor of the item.
- Karen Bristol, 8053 Stevens Mill, her property backed up to the project and she did not support it based on traffic issues and flooding issues.
- Heather Pugh, 8053 Stevens Mill, President of Stevens Mill HOA, understand that the property would be developed but did not feel this was right fit for the land.
- Fred Capiello, Stevens Mill, against the property based on density, traffic and stormwater.
- Walter Lawrence, 1328 Garden Vista Drive, Emerald Lakes, spoke against the development citing the Council's priority of reducing congestion and improve traffic infrastructure.
- Peter Larson, 9763 Fairview Road, Retire Traffic Designer, felt the Traffic Impact Analysis completed by Kimley Horn was inadequate, should have been conducted over a longer period of time, and at different hours.
- Bob Mays, Realtor, 1139 Avalon Place, Emerald Lakes, voiced support for project stating that the area needed more senior housing options.
- Timothy Smith, 1108 Wade Point Court, Courtyards at Weddington, encouraged the Council to pass the zoning request. He felt the area needed more communities for the aging population and expressed respect for Epon.
- Peggy Booth, 8125 Stevens Mill Road, property backed up to the proposed project, inquired if Epcon had proposed a by-right option and if there would be any recourse if the stormwater got worse due to the project.

Council discussed the project. Mayor Dunn closed the public hearing. Council Member Paxton made the motion to approve CZ18.08.01 – Epcon Communities and Council Member Romanow seconded. The motion passed by a 4 to 2 vote with Council Members Heyse and Scholl opposing.

Council Member Paxton made a motion to approve the following conditions for CZ18.08.01 – Epcon Communities. The motion was passed unanimously after a second from Council Member Romanow.

**Conditions of Approval for CZ18.08.01: Epcon at Lawyers Road and Allen Black Road**

1. The applicant or responsible party shall obtain all permits required for development with the Town and outside agencies in compliance with applicable regulations. The submitted sketch plan must meet all requirements as established by permitting agencies
2. A berm will be built along Lawyers Road within the required street buffer. This will increase the buffer width to accommodate construction of the berm to be built 4.5' in height with a 3' top width.
3. A pedestrian connection will be provided in the stream buffer area, connecting to properties to the west. Exact location and design will be determined by developer and staff during the permit review process. Trail and access easement will be constructed of asphalt or concrete.
4. A boulevard entry drive will be required off Lawyers Road per Stallings Technical Standards and Specifications Manual spec #10.03.
5. Pocket parks will be located throughout the project that provide gathering opportunities for residents. Design elements may include, but not be limited to, benches, gazebos, landscaping, outdoor games such as cornhole, horseshoes, pickleball etc., BBQ grills, picnic tables, firepit areas, walking trails, dog parks. Actual amenities will be designed and approved by the applicant staff during the permitting review process.
6. All foundations will have a minimum 18 inches of exposed brick or stone on all four sides of the house. No vinyl siding will be permitted on homes. Elevations will match those submitted and presented to Council as a part of the zoning request.
7. A grading plan prepared by a landscape architect demonstrating both positive drainage characteristics and smooth grade transitions to avoid abrupt "v" ditches, swales, and other disruptions to the landscape, particularly between dwellings will be provided as part of site construction plans for permitting. This plan will be completed to the satisfaction of the Town as approved by the Development Administrator.
8. The minimum square footage for homes within the development will be 2,200 square feet for a two-story house, and 1,400 square feet for a one-story house.
9. The following for the project will be installed at the developer's expense prior to approval of the first final plat for the subdivision, in accordance with NCDOT standards:

**Lawyers and Site Drive 1 (entrance off of Lawyers Road)**

- o Construct the southbound approach of Sight Drive 1 with one ingress lane and one egress lane (right-in/right-out) only.
- o Construct northbound right turn lane with 100' of storage and appropriate taper.
- o Construct a concrete median to restrict access to right-in/right-out.

**Allen Black Road and Site Drive 2 (entrance off of Allen Black)**

- o Construct the westbound approach of Sight Drive 2 with one ingress lane and one egress

lane (left-right).

**Lawyers Road and Allen Black Road**

- o Re-stripe the westbound right turn lane to provide a shared through right lane.
- o Re-stripe the western leg of the intersection to provide two west bound receiving lanes.
- o Extend the southbound right turn lane to provide 175' of storage and appropriate taper.

9.A. Applicant will contribute \$250,000 to the Town of Stallings to mitigate traffic congestion on the Lawyers Road/Stevens Mill corridor prior to the first CO being issued."

10. A multi-use path will be installed along the property's frontage on Stevens Mill Road as required by the Stallings DO and Pedestrian Plan. Right of way will be acquired and a sidewalk connection made along Lawyers Road.

11. Internal sidewalks will be constructed per the Stallings DO. Developer has also committed to installing sidewalks on both sides of the street.

12. A 30' project boundary buffer will be provided where adjacent to existing single-family residential. This buffer will incorporate existing vegetation where possible. A tree survey showing that existing vegetation will provide the minimum planting standards of the Stallings DO. Where existing vegetation will not adequately provide a buffer in this area, an alternative planting plan showing compliance with the Stallings UDO will be provided.

13. Closure of egress traffic at Lawyers Road site access #1 other than for public safety personnel contingent on public safety approval until 90% CO.

14. Applicant will give each adjacent property owner on the Stevens Mill Subdivision border the option of either adding additional evergreen trees or a uniform privacy fence in the buffer area with 100% of this additional work being completed prior to 25% CO. The County arborist will determine the correct spacing and number of evergreen plantings if that option is chosen and there is a dispute between the developer and the property owner.

**Development Standards for the project will be as follows:**

Permitted Use	Mixed Residential
Minimum Lot Width	53'
Minimum Lot Size	5,800
Total Number of Lots	146
Front Yard Setback	20'
Rear Yard Setback	10'
Side Yard Setback	5; 10' corner
Building Height	35'
Project Boundary Buffer	30' around perimeter 20' at Stevens Mill with planted berm

Open Space	20%
Tree Save Area	10%

Phil Fankhauser, Epcon, agreed to all the conditions as stated.

5. TX18.10.01 – TIA Text Amendment

Mayor Dunn opened the public hearing. Town Planner Lynne Hair presented the Staff Report for TX18.10.01 to the Council. The TX18.10.01 Staff Report is attached to these minutes and therefore incorporated herein.

Mayor Dunn closed the public hearing. Council Member Paxton made the motion to approve TX18.10.01 – TIA Text Amendment which was seconded by Council Member Romanow. The motion received Council's unanimous support.

6. Closed Session in Pursuant to NCGS 143-318.11(a)(5)

*This item was removed during Agenda Approval.*

7. Adjournment

Council Member Steele moved to adjourn the meeting, seconded by Council Member Heyse, and the motion received unanimous support. The meeting was adjourned at approximately 10:30 p.m.

Clerk's Note: *These minutes were prepared from notes taken at the meeting by Town Staff.*

Approved on \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 November 26, 2018, at 6:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager/Town Clerk; Chief Minor Plyler; Lynne Hair, Town Planner; Brian Price, Public Works Director; and Marsha Gross, Finance Officer.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

No one was present to give public comment.

1. Consent Agenda Items

A. Statement of Consistency and Reasonableness

(1) TX18.10.01 – TIA Text Amendment

Council Member Steele made the motion to approve the Statement of Consistency and Reasonableness for TX18.10.01 – TIA Text Amendment. The motion was seconded by Council Member Romanow and passed unanimously. The Statement of Consistency and Reasonableness for TX18.10.01 – TIA Text Amendment is attached to these minutes and therefore incorporated herein.

(2) CZ18.08.01 – Epcon Communities

Council Member Romanow made the motion to approve the Statement of Consistency and Reasonableness for CZ18.08.01 – Epcon Communities. The motion was seconded by Council Member Steele and passed unanimously. The Statement of Consistency and Reasonableness for CZ18.08.01 – Epcon Communities is attached to these minutes and therefore incorporated herein.

B. Council Christmas Gift to Staff

Council Member Romanow made the motion to give the staff a \$150 gift card from the Town for Christmas. The motion received Council's unanimous support after a second from Council Member Martin.

## 2. Reports

### A. Report from the Mayor

Mayor Dunn report that the Monroe Expressway Ribbon Cutting Ceremony would be Tuesday, Nov. 27, 2018.

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

Council Members Paxton and Martin had no reports.

Council Member Romanow stated that it had been brought to her attention that there was no Town-wide Christmas decoration contest planned for the year. She would like for the Town to have that contest.

Council Member Scholl reported that he and Council Member Paxton had been laying the groundwork for the Economic Development Committee. He would also be attending the NCLM conference that week.

Council Member Steele had no report.

Council Member Heyse concurred with Council Member Romanow's thoughts on the Town-wide Christmas decorating contest.

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

Town Manager Sewell reported on the following:

- Balanced Score Card
- Videoing meetings
- Internet Speed Upgrade

Town Attorney Cox had no report.

Chief Plyler had no report.

## 3. Agenda Approval

The motion was made by Council Member Romanow to move Agenda Item 8, *Street Signage Design – Final Approval*, to Agenda Item 3.A. and approve the rest of the Agenda as presented. Council Member Paxton seconded the motion which passed unanimously.

### 3.A. Street Signage Design – Final Approval

#### *Original Agenda Item 8*

Public Works Director Brian Price explained the option to Council for the signage. The Council held consensus to use the color logo (non-reflective) with the rest of the sign being reflective. Mr. Price indicated that installation would take place the end of January/first of February 2019.

#### 4. Chestnut Small Area Plan

Town Planner Hair reminded the Council that the Town had been working toward the completion of the Chestnut Small Area Plan. Demetri Batches, Metrocology, presented the conceptual plan to the Council. That presentation is attached to these minutes and therefore incorporated herein. Alex Gotherman, Destination by Design, also explained how this area would mesh with the Stallings Greenway Plan.

Council gave consent approval of the conceptual Chestnut Small Area Plan.

#### 5. Union County Fire Funding Presentation

Mike James, Assistant to the County Manager, was the project lead for the Union County Fire Funding issue. The presentation by Mr. James is attached to these minutes and therefore incorporated herein. Mr. James would like to have a decision from Council by January 2019 concerning which funding model the Council preferred.

Stallings Fire Chief Charlie Porter stated that he and Hemby Bridge Fire Chief Johnny Blythe were both in favor of the self-funding district model.

#### 6. Stallings Park Road Realignment

Town Planner Lynne Hair explained as a part of the Downtown Small Area Plan and the Greenway Master Plan, a roadway was shown that would go through the Stallings Municipal Park which would make the park an urban park and create more necessary parking. However, that option would take out one of the largest shelters, eliminate a lot of green space, require the purchase of the adjacent property, and crossing problematic wetlands in the park all of which would be very costly.

Therefore, Destination by Design suggested a different design which would eliminate the parking lot, eliminate the tennis courts, add additional parking, and connect to Old Monroe Road. The renderings of those designs are attached to these minutes and therefore incorporated herein. Council held consensus to look at another alternative shifting the road and changing the parking location while trying to save the tennis courts.

#### 7. New Town Hall Bid Tabulation

##### A. Bid Tabulation

Town Manager Sewell introduced Rick Brown, Boomerang, who presented the bid results for the New Town Hall and Public Works Facilities. The presentation as well as the bid tabulation for the project is attached to these minutes and therefore incorporated herein.



## B. Financing Options

Finance Officer Marsha Gross presented Council more information on the financing options for the New Town Hall and Public Works Facilities. This financing presentation is attached to these minutes and therefore incorporated herein.

After Council discussion, Council Member Scholl made the motion to contract with Hoss Contracting, Inc. for the construction of the New Town Hall and Public Works Facilities selecting the following alternates at a cost of \$3,231,000 contingent upon financing, Local Government Commission approval, and final Council approval:

- Alternate 3 – Underground Detention
- Alternate 4 – AV System
- Alternate 5 – AV System (specified)
- Alternate 7 – PW Alternate Wall System (removal of)

The motion was seconded by Council Member Romanow and passed unanimously by the Council.

## 8. Street Signage Design – Final Approval

*Moved to Agenda Item 3.A.*

## 9. Performance Evaluation Policies

Town Manger Sewell explained reminded the Council it had formed a steering committee to review and create policies related to performance evaluations. The steering committee (Dunn, Paxton, and Steele) and staff met three times to finalize policies for the Council to consider.

Council Member Paxton made the motion to approve the Performance Evaluation Polices as presented as well as the following:

- Approve by resolution adding the Performance Review and Employee Development Program Policy to the Town's Personnel Policy.
- Approve by resolution adding the Performance Pay Program Policy to the Town's Personnel Policy.
- Approve by resolution adding the Certification and Training Policy to the Town's Personnel Policy.
- Authorize and direct the Town Manager to implement the above policies per the attached schedule and have them formatted to ensure uniformity with the existing portions of the Town's Personnel Policy. The Town Manager is authorized to alter the schedule as needed.
- Approve by resolution changing Sec. VII.5 of the Town's Personnel Policy per the enclosed.

The motion was approved unanimously by Council after a second from Council Member Romanow. The Performance Evaluation Policies are attached to these minutes and therefore incorporated herein.

10. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Romanow, and the motion received unanimous support. The meeting was adjourned at 8:37 p.m.

Approved on \_\_\_\_\_, 2019.

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

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

Approved as to form:

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

DRAFT

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

The Town Council of the Town of Stallings met for a special meeting on December 3, 2018, at 7:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager/Town Clerk

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Public Comment

No one was present to give public comment.

3. New Construction Projects Financing

Town Manager Sewell explained the Town received six proposals in response for the RFP for financing the new Town construction projects. Mr. Sewell's memo outlining the proposals is attached to these minutes and therefore incorporated herein.

After Council discussion, Council Member Scholl made the motion to request a 10-year term from BB&T to see if they would match the Wells Fargo 5-year Call Rate (10-year term) at 3.45%. If BB&T would not match, the Council would go with the Wells Fargo 5-year Call Rate (10-year term) at 3.45%. Council Member Romanow seconded the motion to which Council unanimously supported.

4. Adjournment

Council Member Martin moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at 7:16 p.m.

Approved on \_\_\_\_\_, 2019.

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

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

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC  
12499

December 3, 2018

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

The Town Council of the Town of Stallings met for its regular meeting on December 10, 2018, at 6:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Kathy Heyse, John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager/Town Clerk; Chris Easterly, Town Engineer; Marsha Gross, Finance Officer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

No one was present to give public comment.

1. Agenda Approval

Mayor Dunn recommended the following changes to the Agenda based on the weather and building conditions (HVAC system was not working) that evening:

- Discuss items 3, 7, 8, 9, 10, 11, 12
- Remove items 2, 4, 5, 6 and place on the January 14, 2019 Agenda

Council Member Steele made the motion to approve the Agenda with the above noted changes. The motion received Council's unanimous support after a second from Council Member Scholl.

2. 2017-18 Audit Presentation

*Removed from Agenda*

3. New Construction Projects

A. Construction and Engineering Testing – Mini Brooks Act Resolution

Town Engineer Chris Easterly explained construction and engineering testing was important in the new construction project. The architect for the project recommended using S&ME to perform this testing as this firm developed the site's geotechnical report and provided competitive pricing in past projects. Therefore, staff requested adopting the *Resolution to Exempt the Town of Stallings from*

Competitive Proposal Provisions of NCGS 143-64.31 (Mini Brooks Act) to engage S&ME for the construction engineering and testing contract.

Council Member Paxton read the *Resolution to Exempt the Town of Stallings from Competitive Proposal Provisions of NCGS 143-64.31 (Mini Brooks Act)* into the record. The motion was made by Council Member Steele to approve the *Resolution to Exempt the Town of Stallings from Competitive Proposal Provisions of NCGS 143-64.31 (Mini Brooks Act)*. Council Member Scholl seconded the motion which received Council's unanimous support. The *Resolution to Exempt the Town of Stallings from Competitive Proposal Provisions of NCGS 143-64.31 (Mini Brooks Act)* is attached to these minutes and therefore incorporated herein.

*\*Clerk's Note: This item was heard and discussed after Agenda Items 3.B.(1), (2), and (3).*

B. Financial Institution Selection

(1) Public Hearing

Mayor Dunn opened the public hearing. No one was present to speak at the hearing. Mayor Dunn then closed the public hearing.

(2) Resolution Approving Financing Terms

Finance Officer Marsha Gross explained that BB&T had agreed to match Wells Fargo's terms at 3.45% for 10 years with a 5-year Call Rate. The *Resolution Approving Financing Terms* explained the terms with BB&T. Mayor Dunn read the *Resolution Approving Financing Terms* into the record. Council Member Scholl made the motion to approve the *Resolution Approving Financing Terms*. Council Member Heyse seconded the motion with passed unanimously by Council. The *Resolution Approving Financing Terms* is attached to these minutes and therefore incorporated herein.

(3) Resolution Making Certain Findings and Determinations Regarding the Financing of the New Town Hall and Public Works Facilities

Finance Officer Gross explained this resolution detailed findings and facts regarding financing the new buildings. Council Member Scholl read the *Resolution Making Certain Findings and Determinations Regarding the Financing of a New Town Hall Building and Public Works Building for the Town of Stallings, NC Pursuant to an Installment Financing Agreement and Requesting the Local Government Commission Approve the Financing Agreement* into the record.

Council Member Steele made the motion to approve the *Resolution Making Certain Findings and Determinations Regarding the Financing of a New Town Hall Building and Public Works Building for the Town of Stallings, NC Pursuant to an Installment Financing Agreement and Requesting the Local*

*Government Commission Approve the Financing Agreement* to which Council Member Scholl seconded. The motion received Council's unanimous support. The *Resolution Making Certain Findings and Determinations Regarding the Financing of a New Town Hall Building and Public Works Building for the Town of Stallings, NC Pursuant to an Installment Financing Agreement and Requesting the Local Government Commission Approve the Financing Agreement* is attached to these minutes and therefore incorporated herein.

C. Construction Contract Execution

Town Manager Sewell made the recommendation that the Council (1) go into contract with Hoss Contracting for the construction of the New Town Hall and Public Works Facilities for a total amount of \$3,126,000 contingent upon financing and Local Government Commission approval; and (2) approve the Town Manager to execute documents including executing change orders and give authorization to implement the project. Mr. Sewell's memo outlining these recommendations are attached to these minutes and therefore incorporated herein.

Council Member Steele made the motion mirroring the Town Manager's recommendation. The motion was seconded by Council Member Scholl and passed unanimously.

4. Unified Development Ordinance and Small Area Plans Process Evaluation (Scholl)  
*Removed from Agenda*

5. Hotel Site (Dunn)  
*Removed from Agenda*

6. Stormwater Improvement Projects  
A. Four Wood  
B. Lawyers Road  
*Removed from Agenda*

7. Water Tower Painting Options

Town Manger Sewell explained the water tower on Carls Road (visible from Town Hall and the Old Monroe Road/Stallings Road intersection) was being repainted by Union County. The County wanted to know if the Town would like to get a quote for putting the Town's logo on the water tower. Council held consensus to get a quote for the logo being painted on the Carls Road Water Tower.

8. Reclassification of Captain Position to Assistant Police Chief  
*Moved to January 14, 2019 Agenda*

9. Annual Organizational Meeting Items:

A. Appoint Liaisons for the Followings:

(1) Union County Public Schools

Council held consensus to have Council Member Steele retain the position of the Union County Public Schools liaison.

(2) QUAD Alliance (Council Member and Citizen Member)

Council held consensus to have Mayor Dunn retain the position of the QUAD Alliance Member. There was no citizen member recommendation.

B. Approval of the 2019 Meeting Schedule

Council held consensus to approve the 2019 Meeting Schedule with the change of the Council Meeting start time to 7:00 p.m. The 2019 Meeting Schedule is attached to these minutes and therefore incorporated herein.

C. Approval of the 2019 Holiday Schedule

Council held consensus to approve the 2019 Holiday Schedule. The 2019 Holiday Schedule is attached to these minutes and therefore incorporated herein.

D. Appointment of Charlotte Regional Transportation Planning Organizations (CRTPO) alternate delegate (The Mayor is the automatic delegate.)

Council held consensus to have Council Member Paxton take the delegate position for CRTPO due to the Mayor's work travel. Mayor DUNN would be the alternate delegate for CRTPO.

E. Appointment of the Centralina Council of Government (CCOG) delegate and alternate

Council held consensus to have Council Member Scholl as the CCOG delegate and have a floating alternate.

Council Member Scholl made the motion to approve all the above consensuses for the Annual Organizational Meeting Items. The motion was seconded by Council Member Steele and passed unanimously.

10. 2019 Planning Session Date and Agenda Selection

Council held consensus to hold the 2019 Planning Session on February 9, 2019 from 9 a.m. – 1 p.m. tentatively at the Shannamara Clubhouse.



11. Closed Session Pursuant to NCGS 143.318-11(a)(3), (5) and (6)

Council Member Steele made the motion to go into closed session pursuant to NCGS 143.318-11(a)(3), (5) and (6) to discuss Case 18CVS769 – Town of Stallings vs. Christopher Loukos and Case 18CVS986 – Town of Stallings vs. Edward Squires, et al. The motion was passed unanimously by the Council after the second by Council Member Scholl.

*Council went into closed session at 6:29 p.m. and reconvened back in open session at 6:47 p.m.*

Mayor Dunn commended the Parks and Recreation Staff for the Christmas Event on December 8 despite the bad weather.

12. Adjournment

Council Member Steele moved to adjourn the meeting, seconded by Council Member Paxton, and the motion received unanimous support. The meeting was adjourned at 6:48 p.m.

Approved on \_\_\_\_\_, 2019.

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

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

Approved as to form:

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



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 1/7/19  
RE: 2019 Annual Retreat Process

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**Purpose:** This memorandum's purpose is to get final approval for 2019 Annual Retreat Process.

**Background:** The Town Council typically has an Annual Retreat for the purpose of setting priorities and discussion regarding the upcoming fiscal year. At the December 2018 Council meeting, the Board set the 2019 Annual Retreat date at 2/9/19 from 9 AM to 1 PM, determined it would meet at the Shannamara Clubhouse, and directed the Manager to select a facilitator.

**Update:** The Manager has selected Mr. Leamon Brice as the facilitator for the 2019 Annual Retreat. Mr. Brice served as the Davidson Town Manager for over 25 years before retiring at the end of 2015. Since then, he has worked in a consulting capacity including serving as a facilitator for elected bodies.

**Process Proposal:** The Manager and Mr. Brice have worked together to identify a proposed process for the 2019 Annual Retreat as follows:

- Prior to the Retreat
  - Each Council Member would identify 3 to 5 priorities of what he/she would like to accomplish in the upcoming fiscal year;
  - Each Council Member would send out their priorities to the other members no later than **2/2/19**;
- During the Retreat
  - Mr. Brice would assist the Town Council in ranking priorities;
  - Mr. Brice would facilitate discussions necessary to achieve Retreat goals;
- Post Retreat
  - Mr. Brice would prepare and provide a report of Retreat discussions and decision to the Mayor and Town Council.

**Decision-Point:** Approve the above process for the 2019 Annual Retreat (or make alterations otherwise as Council deems appropriate).



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 1/8/19  
RE: Privette Road Property

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**Purpose:** This memorandum's purpose is to provide background on the Privette Road property.

**Background:** As a result of the Town's nuisance abatement efforts, the Town acquired property off Privette Road with a judicial requirement that the property be a memorial garden, park or a community gathering place *as funds come available*.

During the FY 2018-19 Budget process, the Council allocated \$5,000 to meet the minimum for complying with judicial requirement with the understanding that future development could be explored as funds come available to the Town and plans are developed.

**Update:** Public Works staff have attempted to maintain the property (e.g. cutting grass), but due to the demolition debris left behind from the removal of the house from the property, their ability has been limited. The concrete and brick pieces left behind damaged Town mower blades to the point where they had to be replaced months before their usual life cycle.

Staff explored options for mitigating the debris using current Town equipment and determined we could not properly restore the ground with the current equipment or resources we have in-house.

As a result, contracting out the following work will cost approximately \$7,600:

- Mobilize an excavator to take down and haul off trees;
- Scrape and grade the lot to remove all remains of the demolished home;
- Establish proper drainage for the lot;
- Import and place screened fill dirt and topcoat with topsoil;
- Install a culvert pipe at the driveway and topcoat with ABC;
- Seed and straw the entire lot to establish grass growth.

While this exceeds the original budgeted amount of \$5,000 for improvements to the Privette Rd property, staff believe it is a necessary step in preparing the property for any further use, even as open green space.

Staff has identified additional funds that could be made available from the Building and Grounds cost center by realigning the bathroom remodel project planned for the spring and using cost savings from the tree removal project. Specifically, some of the work in the restroom project can be done in house (e.g. removal of current partitions, painting) to reduce the cost of contracted labor. Also, Parks and Recreation budgeted \$5,000 for tree removal services, and our quote came back at \$2,000.

I'd like to recognize Public Works Director Brian Price and Parks & Recreation Director Ashley Platts for their diligent work on this topic.

**Recommendation:** Staff recommend approving having the improvement work done as described herein at the Privette Road property.





# Memo

**To:** Mayor and Town Council  
**From:** Christopher J. Easterly, P.E., Town Engineer  
**Via:** Alex Sewell, Town Manager  
**Date:** January 9, 2019  
**Re:** New Town Hall and Public Works Construction Engineering Inspection / Materials Testing Professional Services Contract Authorization

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Council approved a Mini Brooks Act exemption resolution on the December 10, 2018 regular meeting. This enabled Staff to engage S&ME to provide a fee and scope of services proposal for the subject project with a not to exceed amount of \$25,000. The proposal enclosed outlines the classification service rates and the individual laboratory test costs. Also enclosed is a conservative total cost based on the hours and rates for projects of a similar scale.

Technicians will conduct a range of tests in the field and in the laboratory to determine compliance with the approved plans and specifications. Certified reports are delivered to the Town summarizing test results to ensure that compacted soils, concrete, masonry, steel and asphalt utilized and placed are in conformity.

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### Action Requested:

Requesting authorization for the Town Manager to execute a professional services contract with S&ME for construction engineering inspection / materials testing.



December 14, 2018

Town of Stallings  
315 Stallings Road  
Stallings, North Carolina 28104

Attention: Mr. Christopher Easterly

Reference: **Proposal for Construction Materials Testing and Special Inspection Services  
Stallings Town Hall**  
Stallings, North Carolina  
S&ME Proposal No. 34-1800441

Dear Mr. Easterly:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above-referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule and presents the associated compensation for our services. These services will be performed in general accordance with our Terms and Conditions outlined on the "Agreement for Services" Form Number AS-071 that is attached and incorporated as part of this proposal.

## ◆ Project Information

This proposal is based on the following documents:

- Geotechnical Engineering Report prepared by S&ME dated December 14, 2017.
- Civil plans (Permit Set) prepared by CEI dated August 31, 2018 (latest revision dated November 12, 2018).
- Architectural plans (Permit Set) prepared by Boomerang Design dated August 31, 2018 (latest revision dated November 26, 2018).
- Structural plans (Issued for Construction) prepared by Ruggles Engineering, PC dated August 27, 2018.
- Addendums one through four.
- Project Manual Prepared by Boomerang Design dated August 31, 2018.

We understand that plans include construction of a one-story town hall at 315 Stallings Road in Stallings, North Carolina. A main building is planned fronting Stallings Road with a parking lot to the north in the rear of the building. Also, a garage structure is planned north of the parking lot. An underground storm water detention system will be installed between the main building and the garage structure.

The main building and garage building will be single-story structures with footprints of approximately 5,000 square feet and 2,700 square feet, respectively. The main building will be wood framed with a masonry veneer, and the garage will be load-bearing masonry construction with a masonry veneer.

Based on the grading plans, it appears that less than 5 feet of cut/fill will be required to reach design grades.



## ◆ **Scope of Services**

Based on the project documents provided to us, we anticipate that our services will include the following. Special Inspections will be performed in general accordance with Chapter 17 of the 2012 North Carolina State Building Code (NCSBC). Construction Materials Testing will be performed in general accordance with the applicable ASTM standards.

The following is a general description of each of the services proposed:

### **Subgrade Evaluations:**

Our services consist of an evaluation of the subgrade soils prior to proceeding with:

- Site grading activities in proposed building, pavement areas, and underground detention system; and
- Aggregate base course stone placement in proposed building slab and pavement areas.

These services can be performed to aid in identifying possible unsuitable near-surface soil conditions for repair prior to continued construction. The evaluations may consist of proofrolling observations, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing. These services also include observing undercutting of the subgrade soils (when necessary).

### **Engineered Fill Testing:**

Our services performed on a full-time basis consist of observing fill placement and randomly performing field density tests to measure the compaction of the fill placed in the following areas for conformance with the project plans and specifications:

- Building pad;
- Pavement areas;
- Underground detention system; and
- Utility line trenches beneath structures.

The density testing will be performed by one or more of the following methods: drive tube method (ASTM D2937), sand cone method (ASTM D1556), or nuclear density gauge method (ASTM D6938). In addition, we will perform Standard Proctor (ASTM D698) moisture-density relationships on the different materials used as fill.

### **Shallow Foundation Bearing Materials Evaluations:**

Our services consist of a visual observation of the near-surface bearing materials for the building foundations supplemented with hand auger borings and Dynamic Cone Penetrometer (DCP) testing to evaluate the suitability of the near-surface bearing materials within the foundation excavations for consistency with the project geotechnical report and conformance with the design bearing pressure.





## **Reinforced Concrete Sampling, Testing, and Observations:**

Our services during reinforced concrete construction consist of the following:

- Observation and documentation of reinforcing steel placement for general layout, number, spacing, size, grade, support, cleanliness, lap splices, and cover, prior to concrete placement;
- Collecting Certified Mill Test Reports (from the general contractor) for reinforcing steel;
- Observing and documenting that the concrete delivery tickets are in conformance with the approved concrete product code. This service does not include reviewing the concrete mix design(s) to verify compliance with the project documents (with regards to materials and/or proportions);
- Observation of bolts to be installed in concrete prior to and during placement of concrete (where allowable loads have been increased, if specified on the project plans); and
- Sampling fresh concrete for slump, air content, temperature and unit weight tests, and preparing laboratory cured concrete specimens for concrete placed at the frequencies listed below.
  - ◆ One (1) set of five (5) laboratory-cured cylinders for each 100 cubic yards or fraction thereof, for normal weight concrete.

The concrete specimens will be tested for compressive strength at the following ages: one (1) at 7 days, three (3) at 28 days, and one (1) held in reserve.

S&ME does not propose to provide the equipment and facilities for initial curing of concrete cylinders at the project site in accordance with ASTM C31. Specifically, S&ME does not propose to monitor air temperature around the cylinders during initial curing at the site or to provide a curing box to maintain a specified air temperature range.

## **Masonry Observations and Testing**

Our services during structural (reinforced) masonry construction can consist of the following:

- Periodic observations during the preparation of site-prepared mortar to document that the contractor is preparing the mortar according to the manufacturer's and/or project specifications;
- Periodic observations during the construction of mortar joints thickness for conformance with specifications in the project documents;
- Periodic observations of reinforcing steel placement (type, size, grade, location, cleanliness, lap splices) and connectors;
- Periodic observations that the contractor is protecting the masonry during cold/hot weather construction;
- Observing the reinforced CMU cells prior to grouting to observe and document that the grout space is adequately clean and free of debris;
- Observe and document that the contractor is using the approved grout mix design(s);
- Continuous observation of grout placement operations to observe and document compliance with the IBC and/or project document requirements; and
- Preparing any necessary CMU, mortar, and/or grout specimens, to measure design strengths for conformance with the project specifications.



### **Structural Steel Field Connection Evaluations:**

Our services during structural steel erection consist of the following:

- Collecting (from the general contractor, provided by the fabricator) material and welder certifications, and Certified Mill Test Reports for structural steel;
- Collecting (from the general contractor, provided by the fabricator) a Certificate of Compliance at the completion of the fabrication of structural steel (for steel fabricators that are AISC "approved"). If the project steel fabricator is not an AISC approved fabricator, then steel shop inspections will be required;
- Periodic observations of high strength bolts, nuts, washers, and structural steel to verify that the materials used are as specified in the project documents;
- Periodic evaluations of high-strength bolting (Note: Slip-critical connections require continuous observations);
- Periodic or continuous (depending on type of weld) evaluations of welding structural and reinforcing steel; and
- Periodic observations of steel frame joint details and metal decking to document conformance with approved construction documents.

### **Wood Frame Evaluations:**

Our services during wood framing erection consist of the following:

- Observe wood structural elements for proper size and grade for compliance with project plans;
- Observe diaphragms and shear walls framing and sheathing size and connections for compliance with project plans;
- Observe pre-engineered wood roof trusses bridging, strapping, and clips for conformance with project plans; and
- Observe hold-down rods installation for compliance with project plans.

These services will be provided on a part-time, on call basis as scheduled by the client's designated project contact.

### **Aggregate Base Course (ABC) Stone Testing:**

Our services can consist of observing proofrolling of the ABC stone and performing density tests by nuclear method (ASTM D6938) and/or sand cone method (ASTM D1556) to measure the compaction of the material for conformance with the project specifications. In addition, Proctor moisture-density relationships can be performed on the aggregate base course.

### **Asphalt Pavement Testing Services**

Our services can consist of performing nuclear density testing on the asphalt base/binder/surface courses to estimate the density of the material as it is being placed. Our nuclear density test results will be compared to the maximum specific gravity or target density provided by the paving contractor at the time of testing.





## Proposal for Construction Materials Testing and Special Inspection Services

Stallings Town Hall

Stallings, North Carolina

S&ME Proposal No. 34-1800441

Please note that nuclear density testing performed on asphalt is a measure of the relative density of the material. In order to establish a correlated target density and convert the nuclear test results to an actual density, a control strip should be constructed and tested similar to that outlined in NCDOT's HMA/QMS Manual.

During testing of a control strip, coring and specific gravity testing of the asphalt is required. Coring of the asphalt is a destructive test method and therefore will only be performed if specifically requested by our Client.

### ◆ Reporting/Project Management:

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that information can be communicated very quickly allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is the only true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil, engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, special inspections, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geo-coding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

We will summarize our activities, observations and test results for each site visit on a report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.

### ◆ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Subsurface Exploration.
- Special Inspections not specified in the above Scope of Services.
- Observation of erosion control measures.
- Roofing evaluations.



- Segmental Retaining Wall Certification, Settlement Analysis and Stability Analysis.
- Floor flatness and floor levelness testing.
- Structural steel shop inspections.
- Precast architectural concrete testing.

### ◆ **Client Responsibilities & Proposal Use**

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project;
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project;
- Providing S&ME with the names and contact information for report distribution; and
- Providing the contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and Client. No other use is authorized by S&ME.

### ◆ **Assumptions**

The following assumptions have been made during the preparation of this proposal:

- Access (ladders, scissor lifts, properly constructed scaffolds, etc.) will be provided by the contractor in order for S&ME personnel to perform the testing outlined in this proposal.
- The contractor will provide a curing environment for the initial 24 to 48 hours for concrete cylinders..
- The structural steel fabricator is AISC certified.

### ◆ **Project Scheduling**

We anticipate that our services will be required on both a full-time and part-time (on-call) basis for the services outlined above. The Schedule of Special Inspections will designate which activities require full-time and part-time testing. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.





## Proposal for Construction Materials Testing and Special Inspection Services

Stallings Town Hall

Stallings, North Carolina

S&ME Proposal No. 34-1800441

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum 24 hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

### ◆ Compensation

Based on the plans and scope of services we have outlined above and discussed, we agree to provide the proposed base scope of materials testing services for a not to exceed amount of **\$25,000**. This is an estimate based on information available to us at the time this proposal was prepared. We will not exceed this amount unless additional services are required and authorized by you in advance. Once the schedule for construction are available, we request to review and revise our proposal accordingly.

Our costs are highly dependent on the scheduling of our services by the client and/or contractor representative. Total costs may vary depending on final construction schedules, which may be affected by weather and/or scheduling by the contractor. Any re-testing required as a result of non-compliance items, inadequate scheduling, or testing not outlined in this proposal, including those from design changes, will affect this cost estimate.

Billing for this project will be on a time and materials basis. Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. We will generate an invoice once every four weeks for the work performed within each four week period. The payment term of the invoice is net 30 days.

### ◆ Authorization

Our Agreement for Services (Form Number AS-071) is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. Upon receipt of the signed agreement, we will proceed with the performance of our services. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (Form Number AS-071) and hereby accept both as written.



**Proposal for Construction Materials Testing and Special Inspection Services**  
**Stallings Town Hall**  
Stallings, North Carolina  
S&ME Proposal No. 34-1800441

## Closure

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please do not hesitate to contact us at (704) 523-4726.

Sincerely,

**S&ME, Inc.**

Handwritten signature of Evelyn Bowden in black ink.

Evelyn Bowden, P.E.  
Project Manager

Handwritten signature of Jason S. Reeves in black ink.

Jason S. Reeves, P.E.  
Senior Engineer

Attachments    Fee Schedule  
                    Cost Estimate  
                    Agreement for Services (AS-071)

**COST ESTIMATE**  
**Construction Materials Testing and Special Inspections**  
**Stallings Town Hall**  
**S&ME Proposal No. 34-1800441**

<b>1. Subgrade Evaluations and Engineered Fill Testing</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 3 weeks 5 trips/week for fill placement at 8 to 10 hours/trip for mass grading and underground detention 1 week of part time testing at 4 hours/trip for utility line backfill				
a Engineering Technician	140	Hours	\$45.00	\$6,300.00
b Engineering Technician, overtime	30	Hours	\$67.50	\$2,025.00
c Standard Proctor Compaction Test	3	Each	\$155.00	\$465.00
d Trip charge	20	Trips	\$20.00	\$400.00
			<b>Subtotal</b>	<b>\$9,190.00</b>
<b>2. Shallow Foundation Bearing Material Evaluation</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 4 trips at 4 hrs/trip				
a Engineering Technician	20	Hours	\$45.00	\$900.00
b Trip charge	4	Trips	\$20.00	\$80.00
			<b>Subtotal</b>	<b>\$980.00</b>
<b>3. Reinforced Concrete Sampling, Testing and Observations</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 4 pours for foundations - 5 hours per pour, 2 pours for slab-on-grade - 5 hours per pour << 3 pours for concrete pavement and sidewalk - 4 hours per pour, 9 trips for cylinder pick up at 2 hours/trip				
a Engineering Technician	58	Hours	\$45.00	\$2,610.00
b Compressive Strength of concrete specimens of normal weight concrete; 10 sets of 5	50	Each	\$15.00	\$750.00
c Trip charge	18	Trips	\$20.00	\$360.00
			<b>Subtotal</b>	<b>\$3,720.00</b>
<b>4. Masonry Observations and Testing</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 12 trips at 5 hrs/trip				
a Senior Engineering Technician	60	Hours	\$53.00	\$3,180.00
b Compressive Strength of grout prisms; 1 set of 6	6	Each	\$15.00	\$90.00
c Compressive Strength of mortar cubes; 1 set of 6	6	Each	\$15.00	\$90.00
d Trip charge	12	Trips	\$20.00	\$240.00
			<b>Subtotal</b>	<b>\$3,600.00</b>
<b>5. Structural Steel Field Evaluations</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 3 visits at 4 hours per visit				
a Senior Metals Technician, CWI	12	Hours	\$75.00	\$900.00
b Trip charge	2	Trips	\$20.00	\$40.00
			<b>Subtotal</b>	<b>\$940.00</b>
<b>6. Wood Framing Evaluations</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 4 visits at 4 hours per visit				
a Senior Metals Technician, CWI	16	Hours	\$75.00	\$1,200.00
b Trip charge	4	Trips	\$20.00	\$80.00
			<b>Subtotal</b>	<b>\$1,280.00</b>
<b>7. ABC Stone and Asphalt Testing</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
<< assume 4 days at 8 hours per day for ABC stone and asphalt testing				
a Engineering Technician	32	Hours	\$45.00	\$1,440.00
b Trip charge	4	Trips	\$20.00	\$80.00
			<b>Subtotal</b>	<b>\$1,520.00</b>
<b>8. Project Management</b>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Extended Cost</i>
a Project Manager/Registered Professional	22	Hours	\$120.00	\$2,640.00
b Senior Registered Professional	5	Hours	\$140.00	\$700.00
c Secretary	10	Hours	\$40.00	\$400.00
			<b>Subtotal</b>	<b>\$3,740.00</b>

**TOTAL COST ESTIMATE: \$24,970.00**





**UNIT FEE SCHEDULE**  
**S&ME, Inc. Charlotte, NC**

<u>FIELD TECHNICIAN SERVICES</u>	<u>Unit Rate</u>
1 Engineering technician, regular time, per hour *	45.00
2 Senior Engineering Technician, per hour *	53.00
3 Senior Metals Technician, per hour*	75.00
* Over time rate will be 1.5 times regular rate, per hour	
4 Trip charge	20.00
<u>PROFESSIONAL SERVICES</u>	
1 Staff Professional (Level I), per hour	85.00
2 Project Professional (Level II), per hour	95.00
3 Project Engineer/Manager (Level III), per hour	110.00
4 Registered Professional (Level IV), per hour	120.00
5 Senior Consultant/Principal, per hour	140.00
6 Administration/Secretarial, per hour	40.00
<u>LABORATORY TESTING SERVICES</u>	
1 Compressive Strength of concrete cylinder, each (handling/report charge of \$30/set for contractor made samples)	15.00
2 Compressive Strength of Concrete Cores, each	25.00
3 Compressive Strength of 2" cube samples, per each	15.00
4 Compressive Strength of Grout Prisms (ASTM C1019), each	15.00
5 Masonry Unit (ASTM C140), set	250.00
6 Natural Moisture Content, each	15.00
7 Atterberg Limits, each	85.00
8 Unit Weight and Moisture Determination, each	45.00
9 Grain Size (Wash 200 Sieve), each	85.00
10 Grain Size (with Hydrometer), each	105.00
11 Specific Gravity, each	65.00
12 Standard Proctor Compaction, each	155.00
13 Modified Proctor Compaction, each	250.00
14 ABC Stone Modified Proctor, each	250.00
15 ABC Stone Gradation, each	125.00
16 California Bearing Ratio Tests (3 points, soaked), each	405.00
17 California Bearing Ratio Tests (1 point, soaked), each	165.00
18 Triaxial Compression Tests*	
a. unconsolidated - undrained (Q)	435.00
b. consolidated - undrained (R)	515.00
c. consolidated - undrained with pore pressure (R)	515.00
*For remolded samples, add	150.00
19 Permeability testing (Triaxial apparatus):	
a. Remolded, each	485.00
b. Undisturbed, each	395.00
20 Consolidation Test:	
a. Undisturbed, load to 8 ksf, each	395.00
b. Remolded, load to 8 ksf, each	465.00
21 SFRM Density Test	10.00





**AGREEMENT FOR SERVICES**

Form AS-071

<b>Date:</b> 12/14/2018	
<b>S&amp;ME, Inc.</b> (hereafter Consultant)	<b>Client Name:</b> Town of Stallings (hereafter Client)
<b>Address:</b> 9751 Southern Pine Boulevard <b>City:</b> Charlotte <b>State:</b> NC <b>Zip:</b> 28273 <b>Telephone:</b> (704) 523-4726	<b>Address:</b> 315 Stallings Road <b>City:</b> Stallings <b>State:</b> North Carolina <b>Zip:</b> 28104 <b>Phone Number:</b> (704) 821-0309
<b>PROJECT</b>	
<b>Project Name:</b> Stallings New Town Hall	
<b>Project Location (Street Address):</b> 315 Stallings Road	
<b>City:</b> Stallings <b>State:</b> North Carolina <b>Zip:</b> 28104	
<b>SERVICES TO BE RENDERED</b>	
<b>Proposal Number:</b> 341800441 <b>dated:</b> 12/14/2018                      is incorporated into this Agreement for Services. This Agreement for Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
- SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant's proposal, Client's acceptance thereof and this Agreement for Services. The ordering of work from Consultant, or the reliance on

any of Consultant's work, shall constitute acceptance of the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.
6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY**: Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
- (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
- (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
- (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.



(e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**  
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control.

For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY:** Client agrees to indemnify Consultant, its employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its employees and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Consultant, the Client and the party initiating such action shall pay to Consultant the costs and expenses incurred by Consultant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Consultant shall prevail in such suit.
21. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

<p><b>CLIENT:</b> _____</p> <p style="text-align: center;"><b>Town of Stallings</b></p>	<p>_____</p> <p style="text-align: center;"><b>S&amp;ME, Inc.</b></p>
<p><b>BY:</b> _____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name / Title)</p>	<p><b>BY:</b> _____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name / Title)</p>
<p><b>DATE:</b> _____</p>	<p><b>DATE:</b> _____</p>
<p><b>PROPOSAL NUMBER:</b> <u>341800441</u></p>	
<p><b><u>Client's DIGITAL signature to be treated as original signature</u></b></p>	



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 1/8/19  
RE: Whetstone Road Abandonment

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**Purpose:** This memorandum provides background regarding the public hearing as part of the Whetstone Road Abandonment process.

**Background:** 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 not in good condition.

The process for right of way abandonment is three-step and involves the following:

1. Council adoption of a resolution and calling for a public hearing date to be established. (Completed on 9/10/18)
2. The resolution will then be published for four consecutive weeks prior to the hearing, and a copy of the resolution posted on the property for the same period. (The resolution was published in the Enquirer Journal 9/14/18, 9/21/18, 9/28/18 and 10/5/18, the resolution was posted starting 9/12/18).
3. Public hearing be held. (PH -10/08/18)

The applicant, Chestnut of Union, LLC is requesting the abandonment to utilize the property as a portion of their proposed development to be located on adjacent properties (see attached exhibit). By request of Council, the applicant conducted an appraisal to assess value of the land and it was established by the applicant's appraiser that the land is valued at \$31,000.

The Council requested a payment of \$50,000 for the abandoned property, the applicant countered with \$31,000 being their highest and best offer. The Council requested that the Town Manager have an independent appraisal done to verify the value. The Council asked the Manager to keep the pricing within that of a typical residential appraisal (typically around \$300 - \$400 for a single-family home).

At the 10/8/18 Town Council Meeting, the Council recessed the public hearing until the 10/22/18 Council Meeting.

The Town Manager reached out to 10 different appraisal firms and received 3 quotes:

- \$2,200<sup>1</sup>
- \$3,400
- \$3,900

Further research confirmed that these prices were not abnormal. For example, the right-of-way appraisal costs for the 10 parcels the Town acquired for the Potter/Pleasant Plains intersection ranged from \$2,250 to \$3,500 per parcel. Discussions with DOT also confirmed this typical price range.

At the 10/22/19 meeting, the Town Council opted not to have an appraisal conducted, recessed the public hearing until 1/14/19 Council meeting, and discussed keeping the Town's price at \$50,000.

**Update:** The developer's representative (Mr. Price) plans to be at the 1/14/19 Council meeting to discuss the price issue with the Town.

**Decision-Point:** The options for the 1/14/19 are:

- Decide to abandon or not abandon the road; or
- Decide to delay the decision if the Council is not yet ready to make a decision.

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<sup>1</sup> Please note that this price is no longer available as it is perceived that this contractor is booked for the foreseeable future.



# Memo

**To:** Mayor and Town Council  
**From:** Kevin P. Parker, E.I., Assistant Town Engineer  
**Date:** December 05, 2018  
**Re:** 6185, 6191, & 6197 Fourwood Drive  
Storm Water Remediation

---

There are 3 properties in the Emerald Lake Subdivision that are experiencing flooding caused by runoff from the Emerald Lake Golf Club. This runoff flows into existing undersized infrastructure that cannot handle the runoff. The upstream portion of this infrastructure is located on private property. Downstream, there is a yard inlet that is located, within the Town's right of way, between 6185 and 6191 Fourwood Dr. This junction inlet is tied to the undersized upstream infrastructure.

Councilman Martin requested staff to formulate a solution and acquire a cost to improve the infrastructure that is located within the Town's right of way. Staff received the quote requested including repairs to the existing roadway that has been damaged as a result of this flooding.

The quote for the aforementioned scope of work was received from **Privette Enterprises** for a price of **\$35,987.14**.

## Action Requested:

Requesting direction on any further action.

Privette Enterprises, Inc.  
P.O. Box 1189  
Monroe, N.C. 28111-1189  
Phone: (704) 821-9161  
Fax: (704) 821-4150



# Price Quotation

Date	Estimate #
11/15/2018	2678

<b>CUSTOMER INFORMATION</b>	<b>JOBSITE / TYPE</b>
Town of Stallings 315 Stallings Road Matthews, NC 28104	6191 Four wood Emerald Lakes

**QUOTE VALID FOR 30 DAYS.**

CONDITIONS: Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs/labor will be done upon a written change order. These costs will become an extra charge over and above the estimate. Warranty claims are handled once payment for the completed job has been made and account is current. PEI is not responsible for any damage to the sidewalk, leadwalk or driveway as a result of our machinery or trucks crossing them to enter or exit the project.

ITEM	DESCRIPTION & SCOPE OF WORK	TOTAL
	Scope of work We will come in and cut out the curbs and gutters on each side of the road directly out from homeowners drainage box in side yard. We will install a new box and run a 24" concrete pipe off box across the road into newly installed 5 x 5 knock out box in line with the 30" trunk line running under curb. We will seal all connections then compact with base stone and vibratory compactor. We will then pour curb and gutter on each side of the road to replace torn out sections. We will then asphalt the entire road as we discussed 17' x 100'. We will seed and straw all disturbed areas when completed.	
Equipment Labor	Equipment labor for all equipment for the project	14,371.21
Misc.	Misc. Supplies/materials for sealing joints and boxes.	1,493.21
Equipment Labor	Walk behind saw and vibratory compactor to ensure compaction once all lines are put in the ground	2,651.00
Pipe	Pipe needed to complete the project concrete 24" pipe 5x5x5 with hooded frame and grate / 2x3x3 box with frame and grate.	6,487.21
Asphalt	Asphalt repair 95' x 17' curb and gutter re-pour and sidewalk repairs	10,984.51

<i>We thank you &amp; look forward to the opportunity to serve you!</i>		Sales T...	\$0.00
REQ LOCATES ON:	LOCATES TICKET #	<b>TOTAL</b>	<b>\$35987.14</b>

Customer's signature serves as a contract with Privette Enterprises, Inc. to perform the scope of work including items listed & agrees to pay the total amount due upon invoice receipt. A monthly late charge of 1.5% will be applied to past-due accounts. If payment is not made within stated payment terms, customer shall be liable for all costs incurred in collection, including attorney's fees and court costs. An internal processing fee of 3% will be applied to CREDIT CARD payments. No processing fee is applied with check & cash payments.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Memo

**To:** Mayor and Town Council  
**From:** Kevin P. Parker, E.I., Assistant Town Engineer  
**Date:** December 05, 2018  
**Re:** Lawyers Road/Stevens Mill Subdivision  
Storm Water Remediation

---

A drainage swale parallel with Lawyers Road, drains through a culvert pipe at the entrance road to the Stevens Mill Subdivision. The inlet of this culvert pipe is completely blocked with debris, causing flooding in the roadway.

This drainage swale is in the right of way of Lawyers Road, which is an NCDOT maintained thoroughfare.

Staff was asked to obtain a price to clean up the upstream portion of the culvert pipe to allow for proper flow.

The quote to clean up the culvert was received from **Privette Enterprises** for a price of **\$1,221.52**.

**Action Requested:**

Requesting direction on any further action.

Privette Enterprises, Inc.  
 P.O. Box 1189  
 Monroe, N.C. 28111-1189  
 Phone: (704) 821-9161  
 Fax: (704) 821-4150



# Price Quotation

Date	Estimate #
11/15/2018	2672

<b>CUSTOMER INFORMATION</b>
Town of Stallings 315 Stallings Road Matthews, NC 28104

<b>JOBSITE / TYPE</b>
Stevens Mill Rd Ditch clean up

**QUOTE VALID FOR 30 DAYS.**

**CONDITIONS:** Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs/labor will be done upon a written change order. These costs will become an extra charge over and above the estimate. Warranty claims are handled once payment for the completed job has been made and account is current. PEI is not responsible for any damage to the sidewalk, leadwalk or driveway as a result of our machinery or trucks crossing them to enter or exit the project.

ITEM	DESCRIPTION & SCOPE OF WORK	TOTAL
Equipment Labor	Scope of work	
Hauling - dirt & stri...	We will mobilize in and clean up the ditch line and place an apron of Rip Rap at the end of the pipe	745.21
Rip Rap - NC - ton	Equipment labor for the project	250.00
	Hauling off dirt/strippings & disposal.	212.00T
	Rip Rap needed to place in front of pipe	

*We thank you & look forward to the opportunity to serve you!*

REQ LOCATES ON:	LOCATES TICKET #	Sales T...	\$14.31
		<b>TOTAL</b>	<b>\$1,221.52</b>

Customer's signature serves as a contract with Privette Enterprises, Inc. to perform the scope of work including items listed & agrees to pay the total amount due upon invoice receipt. A monthly late charge of 1.5% will be applied to past-due accounts. If payment is not made within stated payment terms, customer shall be liable for all costs incurred in collection, including attorney's fees and court costs. An internal processing fee of 3% will be applied to CREDIT CARD payments. No processing fee is applied with check & cash payments.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 1/7/19  
RE: County Fire Study – Requested Resolution

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**Purpose:** This memorandum's purpose is to provide background on Union County's request that the Town Council express any preference for fire funding strategy.

**Background:** Union County has been discussing the best way to fund its fire service districts for years. In 2018, Union County commissioned a study with the purpose of identify a funding strategy that the County Commissioners could support.

The Town Manager went to one of the County's information sessions, and subsequently provided that information to the Town Council on 10/8/18. The Town Council had several questions and the County provided answers. On 11/26/18, Assistant to the County Manager Michael James presented an updated presentation to the Town Council and requested the Council to provide a funding preference to the County by the end of January 2019.

The substantive information discussed above is relatively extensive. It is assumed that the Council still has access to this information. If not, it can be viewed by looking at the 11/26/18 agenda packet or requesting the information from the Manager or Clerk.

**Choices:**

- Self-Funding Tax District
- Countywide Tax
- Self-Funding + County % Subsidy
- Local Legislation Fire Fee Methodology

**Local Fire Chief Recommendation:** Hemby Bridge Fire Chief Johnny Blythe and Stallings Fire Chief Charlie Porter both recommend the Town support the self-funding tax district model.

**Decision-Point:** Union County has requested the Town Council express its preference for funding strategy.





## Resolution of Support for the Town of Stallings' Fire Funding Model Preference

WHEREAS, Union County commissioned a fire funding study in order to provide maximum equity in cost burden and provide a sustainable long-term funding strategy for Union County Fire Services; and

WHEREAS, Michael James, Assistant to the County Manager, presented the findings of this study to the Stallings Town Council on November 26, 2018; and

WHEREAS, Mr. James explained there were four funding models identified by the study:

- Self-Funding Tax District
- Countywide Tax
- Self-Funding + County % Subsidy
- Local Legislation Fire Fee Methodology; and

WHEREAS, Union County desires to know the preferred fire funding model of the Town of Stallings; and

WHEREAS, the Chiefs of the Hemby Bridge and Stallings Volunteer Fire Departments determined that a Self-Funding Tax District funding model best serves the departments and Stallings residents; and

WHEREAS, the Town of Stallings desires to ensure proper fire service coverage for its residents;

NOW, THEREFORE, be it resolved that the Town Council of the Town of Stallings supports the (insert selected funding model here) fire funding model and encourages Union County to select this model.

This the 14<sup>th</sup> day of January, 2019.

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

Attest:

\_\_\_\_\_  
Erinn Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney



TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 1/9/19  
RE: Reclassifying Police Captain to Assistant Police Chief

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**Purpose:** This memorandum's purpose is to provide background information and recommend reclassifying a Police Captain position to Assistant Police Chief.

**Background:** During the Town Manager's interview process, one of the questions posed was how the Manager would ensure that Town departmental services continue uninterrupted in the event something happens unexpectedly to a particular department head.

As a result, the Town Manager and Police Chief have discussed how to best ensure police services continue in such a situation. Based on those discussions, Chief Plyler examined the SPD's administrative structure and has made the following request:

*The Police Department would like approval to reclassify one of the current Captain positions to the rank of Assistant Chief. The department historically had an Assistant Chief's position that was reclassified to a Captain's position by a prior administration. This return to an Assistant Chief structure would serve to clarify the PD administrative structure and, as equally important, specify the next in command in the absence of the Chief of Police. This has been in the internal discussion stage for some time. With the upcoming classification / salary study, the time seems appropriate to have this in place prior to the information gathering phase. To clarify, this will add no personnel and any increase in salary is well within the current PD salary budget due to lapse salary within the year.*

*I appreciate your consideration in this matter.  
Chief M. E. Plyler Jr.*

I concur with Chief Plyler's proposed action and rationale. Enclosed is a proposed new job description.

**Update:** Based on the Council feedback at the 12/10/18 meeting, staff reexamined the original education/experience requirement of the job description:

*Graduation from an accredited community college with a degree in criminal justice, public administration or related field supplemented by considerable law enforcement training and supervisory experience; or graduation from high school and extensive law enforcement and supervisory experience; or an equivalent combination of education and experience.*

And replaced it with the following:

*Graduation from an accredited college with a bachelor's degree in criminal justice, public administration or related field supplemented by considerable law enforcement training and supervisory experience; or any combination of education and experience that produces the required knowledge, skills, and abilities listed above.*

**Recommendation:** Staff would recommend approving reclassifying one of the Police Captain positions to an Assistant Police Chief position.

## ASSISTANT CHIEF OF POLICE

### General Statement of Duties

Performs administrative and supervisory law enforcement work assisting in the direction of the department.

### Distinguishing Features of the Class

An employee in this class is responsible for working with the Police Chief in managing the operations of the department, including acting as Police Chief in his/her absence. Work requires the employee to plan, organize, direct and review all functions and activities of the Police Department, including supervision of assigned staff. Duties include identifying operational issues and trends and service issues; researching policies and procedures and developing recommendations for changes; assisting with preparing the department's budget and purchasing equipment and supplies; supervising subordinate employees. Considerable independence, initiative, judgment and ability to make effective decisions is required in all aspects of work. The employee is subject to hazards in law enforcement work including working in both inside and outside environments, in extreme hot and cold weather, and exposure to various hazards such as dangerous persons, loud noises, hazardous spills with fumes, oils, gases or flammable liquids. Work is subject to the final OSHA standards on bloodborne pathogens. Work is performed in accordance with departmental policy and state and federal law. Work is performed under general supervision of the Chief of Police and is evaluated through observation, discussion and review of reports.

### Duties and Responsibilities

#### Essential Duties and Tasks

Assists the Police Chief with planning, directing and managing all activities, functions and personnel in the department.

Oversees the Investigations Division. Reviews and assigns work to others when needed. Provides Chief of Police with monthly Investigative Summaries

Supervises Community Resource Division, keeping abreast of scheduling, events, and responsibilities.

Supervises "light duty" personnel, when applicable.

Coordinates and schedules "off-duty" assignments when needed.

Assists with preparing the department's budget; researches departmental needs and prepares justifications for purchases; monitors budget during the year.

Analyzes and evaluates departmental policies and procedures and recommends change.

Participates in developing and implementing department's goals, objectives, policies, procedures, rules and regulations.

Manages inventory and vehicle fleet including maintenance and assists with vehicle purchase recommendations during budget preparation.

Work involves frequent public contact which requires tact, firmness, and decisiveness. May serve as liaison and/or representative for the Police Chief with County, state, federal, internal and external agencies, officials or boards.

Ensures that all department records, reports and evidence preservation comply with department policies and procedures. Works closely with records management personnel in this area.

Acts as Police Chief in his/her absence.

#### Additional Job Duties

Performs related duties as required.

#### Recruitment and Selection Guidelines

#### Knowledge, Skills and Abilities

Thorough knowledge of state and federal laws, local ordinances and policies of the police department.

Thorough knowledge of law enforcement principles, practices, methods and equipment.

Thorough knowledge of the organization's personnel policies, budget and purchasing procedures, and effective supervisory practices.

Ability to evaluate the effectiveness of law enforcement operations and to institute improvements.

Ability to effectively plan, organize, direct and coordinate the multiple activities of the department.

Ability to supervise and direct the work of employees.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships with subordinates, other employees, law enforcement personnel from federal, state and local agencies, District Attorneys, judges, Town officials and the general public.

#### Physical Requirements

Must be able to physically perform the basic life operational functions of standing, walking, talking, climbing, balancing, stooping, kneeling, crouching, crawling, reaching, pushing, pulling, lifting, grasping, hearing, and repetitive motions.

Must be able to perform medium to heavy work exerting 50 pounds to 100 pounds of force occasionally, 20-50 pounds frequently and 10-20 pounds of force constantly to move objects.

Must possess the visual acuity to operate a police vehicle and distinguish details and differences when observing people, places or things on patrol, and to use a computer.



### Desirable Experience and Education

Graduation from an accredited college with a bachelor's degree in criminal justice, public administration or related field supplemented by considerable law enforcement training and supervisory experience; or any combination of education and experience that produces the required knowledge, skills, and abilities listed above.

### Special Requirements

Certification by the NC Criminal Justice Training and Standards Council as a law enforcement officer and NC driver's license. Other certifications required within timeframes specified by the Town may include Advanced Law Enforcement Certificate, Police Law Institute, First Line Supervision and other upper management training as deemed beneficial to the department.



TO: Mayor Dunn; Town Council

FR: Alex Sewell

DATE: 12/17/18

RE: Background Information: Committee Attendance Stipend Request

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**Purpose:** This memorandum's purpose is to provide background information regarding the requested discussion on the Town's attendance stipend policy for committee members.

**Background:** The Greenway Committee is an ad-hoc committee made up of citizen volunteers for the purpose of helping create a Greenway Plan. Staff supporting the Greenway Committee's efforts invited any interested Parks & Recreation Committee members to attend recent Greenway Committee meetings.

A Parks & Recreation Committee member expressed a concern that Parks & Recreation Committee members should receive an attendance stipend for attending meetings of the Greenway Committee. The Town's current policies do not allow for payment of an attendance stipend to Parks & Recreation Committee members for attending a Greenway Committee meeting.

**Current Practice:** Enclosed are the Town's policies regarding attendance stipends which include that "[a]ttendance stipends shall be paid to committee members only for attendance at committee meetings of committees to which they are appointed." Also, the Greenway Committee is a temporary/ad-hoc committee and the Town's past/current practice has been to provide an attendance stipend only for permanent committee meetings (not temporary/ad-hoc committees that are created from time-to-time). Notably, an attendance stipend is \$50 per committee member for each officially conducted committee meeting.

## **Committee and Board Member Stipend Policy**

### **Purpose:**

The purpose of this policy is to ensure that the guidelines and procedure for the remuneration of its committee and board members' time and effort is clearly documented and understood and to establish clear criteria for the payment of a stipend to committee and board members for their attendance at Town of Stallings committee and board meetings.

#### **a) Definitions**

1. Attendance stipend: An amount paid to an appointed Town committee member for attendance at an officially conducted committee meeting.
2. Officially Conducted Committee Meeting: A committee meeting where a quorum of committee members is physically present, the meeting is called to order and attendees properly sign-in for the purpose of performing the committee's business.
3. Work Session: A session held by committee members during a regularly scheduled committee meeting time frame when it is determined that a quorum is not present for the regularly scheduled committee meeting but the committee members in attendance proceed to conduct the committee's work.

#### **b) Overview**

1. For the purpose of this policy, the term "committee" will be used to mean both "committee" and/or "board."
2. Full voting committee members and alternate non-voting committee members are eligible to receive an attendance stipend for attending an officially conducted committee meeting.
3. Youth honorary members, Council liaisons, staff liaisons and ex-officio members to committees are not eligible to receive an attendance stipend for attending an officially conducted committee meeting.
4. The attendance stipend amount paid to committee members shall be fifty (50) dollars per each single officially conducted committee meeting.
5. Attendance stipends shall be paid to committee members for attendance at committee meetings where a quorum is present or when, due to lack of a quorum, a work-session is conducted.
6. A committee member may, on an exception basis and with pre-approval of the Committee Chairperson, attend an officially conducted meeting via telephone and such attendance shall make them eligible to receive the attendance stipend for that meeting. However, this provision does not apply to members of the Planning Board or the Board of Adjustments due to their quasi-judicial nature and statutory requirements.
7. Attendance stipends shall be paid to committee members only for attendance at committee meetings of committees to which they are appointed.
8. Attendance stipends shall not be paid for a cancelled committee meeting or for a committee meeting where no quorum is present and the members present do not conduct a work session.

### **Procedure:**

1. Upon initial appointment to a Town committee, the appointee will submit the appropriate federal and state tax and bank direct-deposit information to the HR/Accounts Payable Director in order to facilitate the future processing of the attendance stipend.

2. At the beginning of each officially conducted committee meeting, the staff liaison will circulate a sign-in sheet for each attendee to sign acknowledging their attendance.
3. In the event that a member attends by telephone, the staff liaison shall mark that member as present on the attendance sign-in sheet.
4. In the event that a quorum of the committee's appointed members is not present but the committee members in attendance proceed to conduct a work session in order to perform the committee's work, attendance must be taken for the participating committee members utilizing an attendance sign-in sheet.
5. At the conclusion of the committee meeting, the staff liaison, or the committee chairperson in the staff liaison's absence, will submit the meeting attendance sign-in sheet to the HR/Accounts Payable Director for stipend payment processing.





# FORWARD STALLINGS

## A Balanced Scorecard Approach

1

### Background

- Town Council authorized the Town Manager to develop a Balanced Scorecard
- A Balanced Scorecard Committee was developed
  - Marsha Gross
  - Erinn Nichols
  - Ashley Platts
  - Karen Williams
  - Brian Price
- The committee researched Balanced Scorecards, made a site visit to Hillsborough, and drafted policies

2



## Presentation Roadmap



3

“One day Alice came to a fork in the road and saw a Cheshire cat in a tree. ‘Which road do I take?’ she asked. ‘Where do you want to go?’ was his response. ‘I don’t know’, Alice answered. ‘Then’, said the cat, ‘it doesn’t matter.’”

- Lewis Carroll, *Alice in Wonderland*



4

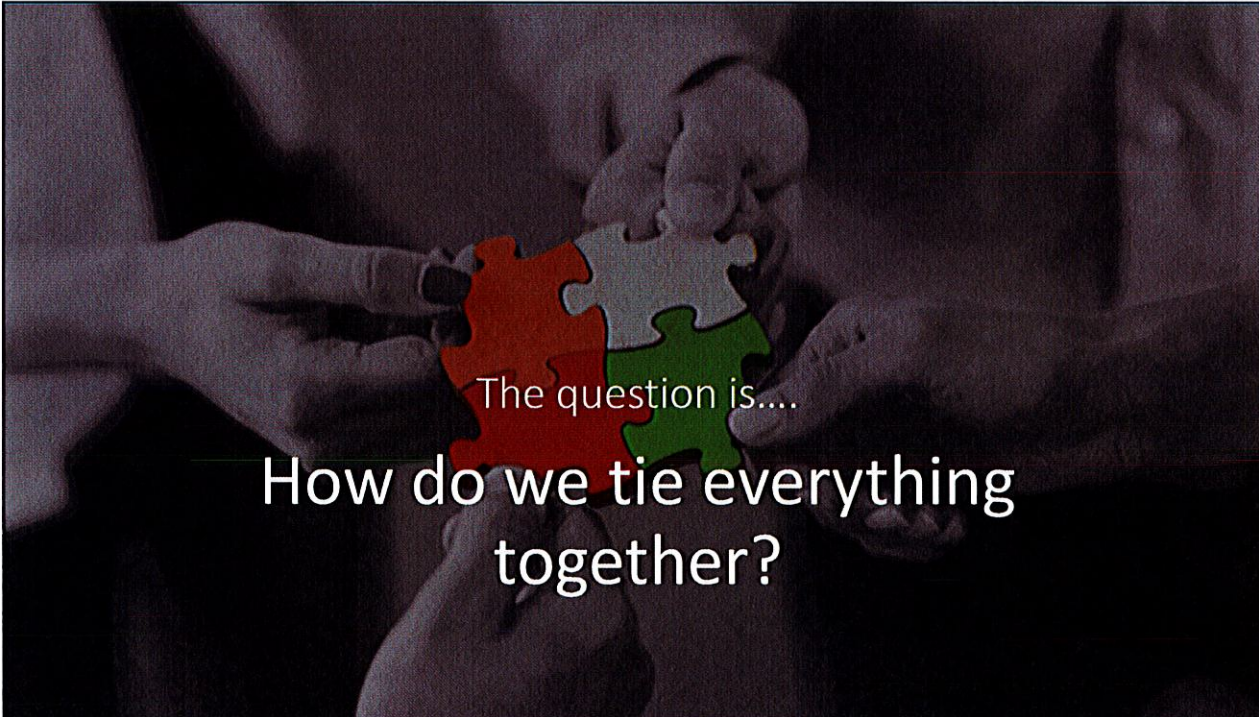




We've got a lot of the pieces...

- Vision
- Mission
- The Stallings Way Cultural Values
- Council Priorities
- Departmental Missions
- Departmental Goals

5



The question is....  
How do we tie everything together?

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## Why a Balanced Scorecard?

- Clarifies and communicates organizational mission
- Better data for policy making
- Helps let us know if we are moving toward goal achievement or drifting away
- Resource alignment and allocation
- Strategic learning
- Balance
- Increases Likelihood of Accomplishing Goal
- Empowers Employees

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## What Isn't a Balanced Scorecard?

- ✗ It's not a "gotcha" tool. Any strategy the Town pursues is a hypothesis or best-guess at how to achieve success. To improve, we're going to have to fail...but we're using that failure as a learning experience.
- ✗ It's not the end-all/be-all. It's only one tool in helping us move in our right direction.
- ✗ It's not something that can measure everything. The Town doesn't have the capacity/infrastructure.
- ✗ It's not an exclusively top-down approach. It's collaborative - Council priorities are an essential part, but departments are empowered to set their own goals (as long as within mission)

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## What's a Balanced Scorecard?



A management system that uses a group of measures/goals to help implement an organization's strategy.



It is a tool/system for leaders to use in communicating to employees and community the outcomes and performance drivers by which the organization will achieve its mission and strategic vision.

9

Any strategy the Town pursues represents a hypothesis or a best guess of how to achieve success. To prove meaningful, the measures on the Town must link together the story of, or describe, that strategy.

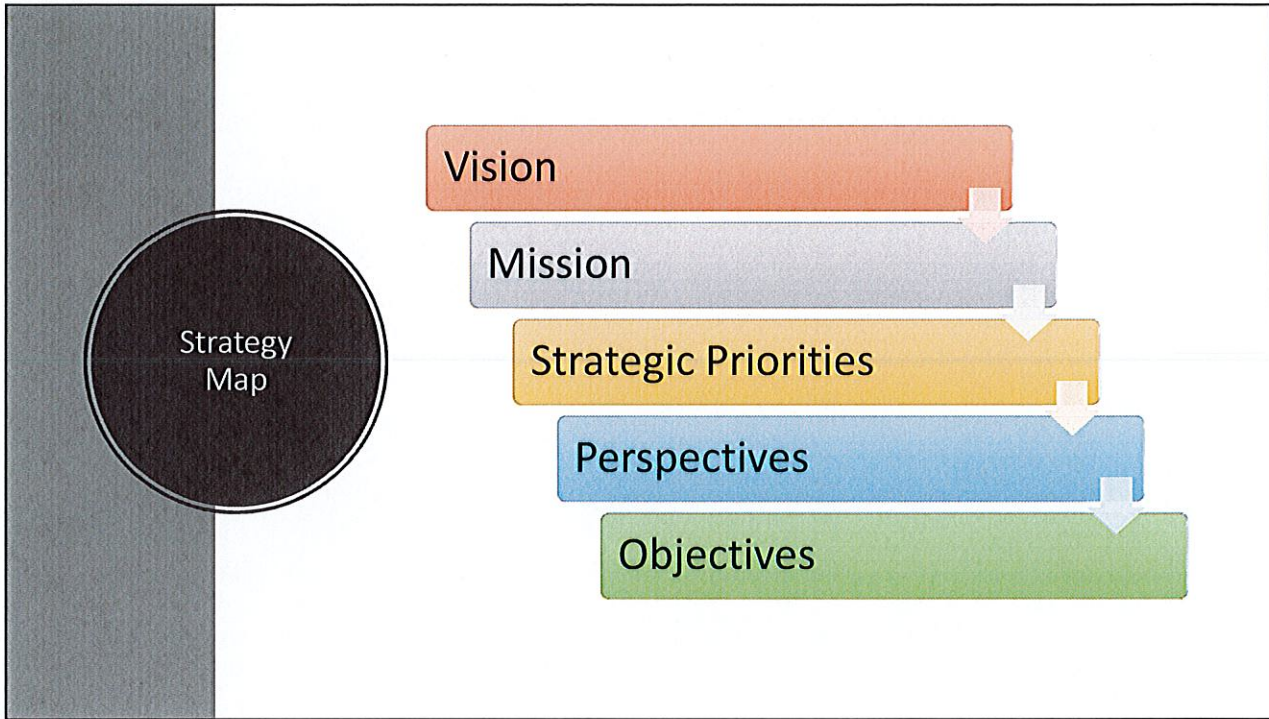
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Essentially...









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## Key Components & Definitions

 <p><b>Vision</b> – Word picture of our desired future.</p>	 <p><b>Mission</b> – Why we exist</p>	 <p><b>Core Values</b> – What we believe in, guiding principles.</p>
 <p><b>Strategic Priorities</b> – Themes on which the organization will concentrate efforts, and strive to achieve significant improvements. What the Town Council believes must be done to succeed.</p>	 <p><b>Objective</b> – The specific things that the Town must do well in order to execute its strategy.</p>	 <p><b>Measure</b> – A standard used to evaluate our community performance against desired results.</p>

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## Making a Scorecard “Balanced”



**Serve the Community** (External) – What is our mission/vision? We must know if the Town is meeting citizen needs. Is the organization delivering the services the community wants?



**Manage Resources** (Financial) – How do we delivery quality services efficiently and remain financially sound while achieving the vision and mission?



**Run the Operations** (Internal) – What internal processes must we excel at to provide valuable services to the community while achieving the mission/vision?



**Develop Know-How** (Learning & Growth) – What skills, tools, and organizational climate do our employees, elected officials, and volunteers need to meet the community’s needs while achieving the

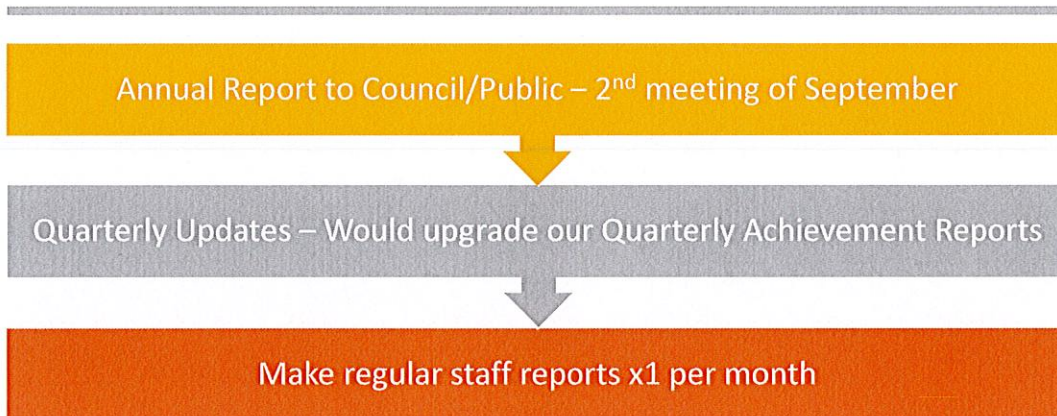
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Enough talk Alex, what would  
this look like?

14



## Proposed Reporting



15

## Annual Timeline

Event	Timeline	Outcomes	Actors
Council Annual Retreat	February	Set of Draft Council Priorities	Town Council
Council Priorities Final Approval	End of February	Final Council Priorities	Town Council
Department Level Draft Goals	End of March	Draft Department Goals	Town Manager, Staff
Final Budget Approval	June	Final Annual Budget	Town Manager, Staff
Department Level Goals Finalized	End of June	Departmental Goals	Town Manager, Staff
Annual Report	2nd September Meeting	Report and Presentation Council & Public	Town Council, Town Manager, Staff
Quarterly Reports	Quarterly	Report to Town Council	Town Council, Town Manager, Staff

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Next Steps...

- Council's direction on:
  - Approval of the general direction we're heading;
  - Approval of objectives or preferred alterations;
  - Approval priorities



*A Balanced Scorecard Approach for the Town of Stallings*

*Draft Working Document*



## Rationale, Overview, & Processes

### What is the Balanced Scorecard?

A management system that uses a group of measures/goals to help implement an organization's strategy. It is a tool/system for the leaders to use in communicating to employees and the community the outcomes and performance drivers by which the organization will achieve its mission and strategic objectives.

### Rationale and Benefits of the Balanced Scorecard

- *Clarifies and Communicates Organizational Mission.* Translates your vision and strategy into a coherent set of measures, targets and initiatives that can be communicated throughout the organization and community by:
  - 1.) More clearly describing the Town Council's strategy by taking potentially vague policy directives (mission, vision, goals, and objectives) and making them easier to understand by defining them and choosing performance measures to gauge their progress; and
  - 2.) Sharing scorecard results throughout the organization and community gives employees and citizens the opportunity to discuss the assumptions underlying the strategy, learn from unexpected results, and deliberate on future modifications as necessary. Simply understanding an organization's strategy can unlock many organizational capacities, thus allowing employees and citizens, maybe for the first time, to know here the organization is headed and how they can contribute to the journey. The scorecard brings meaning and action to a vague objective like "provide excellence municipal services."
- *Better Data for Policy-Making.* The Balanced Scorecard promotes questions, dialogue, analysis, innovation, experimentation, adaptability, and accountability.
- *Helps Let Us Know if We Are Moving Toward Goal Achievement or Drifting Further Away.*
- *Resource Alignment and Allocation.* 1.) To successfully implement any strategy, it must be understood and acted upon throughout all levels of the organization and ultimately be enacted during departments' day-to-day activities; 2.) Establishing long-term "stretch targets" allows the organization to identify the key steps necessary to achieve its goals; and 3.) Aligns resources (time, effort, and money) so that the initiatives in all departments and levels share a common trait, their linkage to the Town's strategic goals.
- *Strategic Learning* – Any strategy we pursue represents a hypothesis or your best guess of how to achieve success. To prove meaningful, the measures of the scorecards must link

together to tell the story that describes what you are trying to achieve through your strategy.

- *Balance* – Between financial and non-financial indicators; 2.) Between internal and external constituents of the organization; and 3.) Between lag and lead indicators of performance (i.e., what we've done in the past and where we want to go in the future).
- *Increases Likelihood of Accomplishing Key Goals* – By not only helping to keep leadership, management, departments, and employees focused on top priorities, but also by improving communication between all interests thus making it easier to effectively troubleshoot and make logical "changes in course" that result in successfully delivering the type of services the community expects.

### Using Strategy & the Balanced Scorecard to Get Results

Any strategy the Town pursues represents a hypothesis or a best guess of how to achieve success. To prove meaningful, the measures on the scorecard must link together the story of, or describe, that strategy. For example, if the Town believes that an investment in employee training will lead to improved quality, it needs to test the hypothesis through the measures appearing on the scorecard. If employee training does increase, but quality actually decreases, then it may not be a valid assumption. Instead, focus could turn to another possible factor, but more importantly, the Town has information in which to act and make decisions.

Strategy to achieve a desired outcome is often a new destination, somewhere the organization has not yet traveled to before. The Balanced Scorecard provides the Town with a method to document and test assumptions inherent in the strategies it adopts. It may take considerable time to gather sufficient data to test such correlations, but simply beginning to question the assumptions underlying the strategy is a major improvement over making decision based purely on financial numbers or subjective information.

A well-designed Balanced Scorecard should describe the Town or department's strategy through the objectives and measures chosen. These measures should link together in a chain or cause-and-effect relationships form the performance drivers in the Develop Employees perspective (Employee Learning and Growth) all the way through Service the Community Perspective. Documenting our strategy through measurement, making the relationships between the measures so specific they can be monitored, managed, and validated. Only then can we begin learning about, and successfully implementing our strategy.



## Key Definitions & Components

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**Vision:** Word picture of our desired future.

**Mission:** Why we exist.

**Core Values:** What we believe in, guiding principles.

**Strategic Priorities:** Themes on which the organization will concentrate efforts, dedicate resources, and strive to achieve significant improvements. The focus areas reflect what the current Stallings Town Council believes must be done to succeed.

**Perspectives:** The four different views that are used to create a “balanced” way of establishing objectives and measurements to assist the organization in accomplishing the vision and strategic priorities. The traditional four perspectives used in corporate strategic planning and program evaluation are 1.) Financial; 2.) Internal Business Process; 3.) Community; and 4.) Innovation, Learning & Growth. While the names and definitions of these perspectives are frequently modified to meet different organization’s specific needs, the original intent of these four traditional perspectives usually remains intact.

**Objective:** A concise statement describing the specific things the organization must do well in order to execute its strategy. Objectives often begin with action verbs such as “increase,” “reduce,” “improve,” “achieve,” and similar words. Examples: Reduce Crime, Enhance Customer Service, Promote Learning & Growth, Invest in Infrastructure, Deliver Competitive Services, Maintain Fiscal Strength, Maintain a Skilled & Diverse Workforce, Create Unity Between Neighborhoods, Provide Affordable Services, Protect the Environment, Enhance Walkability, etc.

**Measure:** A standard used to evaluate our community performance against desired results. Reporting and monitoring measures help organizations gauge progress toward effective implementation of strategy. Example: Percentage of water customers with an average pressure of 30 PSI or greater.

**Target:** The desired result of a measure that communicates the expected level of performance. Example: 98% of customers will have average water pressure of 30 PSI or greater. A “stretch target” is a challenging target that may not be met. It may be a multi-year goal with milestones.

**Cascading:** The process of developing “aligned” scorecards throughout an organization. Each level of the organization will develop scorecards based on objectives and measures it can influence from the group to which they report. For example, Police Patrol aligns/connects with the Police Department, who aligns/connects with the Town-wide Scorecard by developing their own objectives and measures based on how they influence the Town-wide objectives and measures.

**Cause & Effect:** The concept of cause and effect separates the Balanced Scorecards from other performance management systems. The measures on the Scorecard should link together in a series of cause-and-effect relationships to tell the organization’s strategic story.

## Perspectives

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The "balanced portion of the Scorecard uses four perspectives to answer critical service delivery questions. This helps provide the balance that organization's need to successfully plan, implement, measure, and evaluate performance.

### Community Perspective:

*Serve the Community – What is our mission and vision? What do our citizens want?*

Managers must know if the Town is meeting citizen needs. They must determine the answer to the question: Ruls the organization delivering the services the community wants?

### Financial Perspective:

*Manage Resources – How we deliver quality services efficiently and remain financially sound while achieving the vision and mission?*

Managers must focus on how to meet service needs in an efficient manner. They must answer the question: Is the service delivered at a good price?

### Internal Business Perspective:

*Run the Operations – What internal processes must we excel at to provide valuable services to the community while achieving the mission and vision?*

Managers need to focus on those critical operations that enable them to satisfy citizens. Managers must answer the question: Can the organization improve upon a service by changing the way a service is delivered?

### Learning & Growth Perspective:

*Develop Know-How – What skills, tools, and organizational climate do our employees, elected officials, and volunteers need to meet the community's needs while achieving the mission and vision?*

An organization's ability to improve and meet citizen demands ties directly to the employees' ability to meet those demands. Managers must answer the question: IS the organization providing employees with the training, technology, and proper work environment to enable them to success and continuously improve?

## Objectives by Perspective

### Serve the Community

What do our citizens want? What must be done to implement the vision and mission?

- **Strengthen Citizen Engagement** – Improve the quality and frequency of communication to enhance public access to information about Town services, meetings, key issues, and emergency situations. Provide a variety of ways for citizens to meaningfully share ideas, concerns, and questions with Town officials.
- **Conserve Cultural & Natural Resources** – Protect the environment, historic assets, and intangible assets such as community and cultural events that help bring Stallings' citizenry together. Ensure that these resources are protected, conserved, celebrated and resilient to changing environmental conditions.
- **Increase Citizen & Community Safety** – Accomplish this by building relationships and problem-solving partnerships with citizens, businesses, and neighborhood watch groups and using best-practice strategies including having police officers and officials accessible and approachable, improving community appearance, addressing nuisances, & approaching community safety across departments will make our community safer.
- **Promote Economic Vibrancy** – While the Town recognizes that there are many factors influencing local economic conditions, the Town seeks to do its part with partners to achieve economic development and support locally owned businesses. The Town recognizes that achieving economic vibrancy also includes creating a sense of place and identity as well as enhancing the quality of life in Stallings as a place to work, live, play, and raise a family.
- **Enhance Recreation, Walkability & Connectivity** – Provide recreation and pedestrian facilities to encourage healthy lifestyles, citizen interaction, and to offer a variety of transportation choices that link Stallings' neighborhoods together in an accessible manner.

### Manage Resources

How do we deliver quality services efficiently and remain financially sound while achieving the vision and mission?

- **Maintain Fiscal Strength** – Support fiscal policies, controls, and actions that keep the Town government in a financially strong position, thereby allowing it to respond to unforeseen problems, emergencies, and opportunities, as well as having sufficient reserves for cash flow and credit rating purposes.
- **Develop Long-Term Financial Plans** – Build upon current financial planning instruments to provide a longer-term view of what Stallings' finances and operations may look like in the future. These plans are intended to identify potential challenges, opportunities, and proactive response options.
- **Invest in Infrastructure** – Prioritize funding for infrastructure maintenance to avoid deterioration while

minimizing long-term operational and capital costs. New infrastructure investments help achieve key priorities and optimize the use of current assets.

- **Deliver Services Efficiently** – Ensure citizens are receiving a good value from their investments by delivering cost-efficient services. Maximize the use of public funds through service optimization, innovation, process improvement, competition, and other means.

### Run the Operations

What internal processes must we excel at to provide valuable services while achieving the vision and mission?

- **Enhance Emergency Preparedness** – Improving the ability to effectively anticipate and respond to emergency situations, from minor incidents to major disasters, through planning, training, collaboration with public and private agencies, and community education.
- **Improve Communication & Collaboration** – Increase the quality and frequency of communications throughout all areas of the organization to promote problem-solving partnerships within and outside of the organization. Good communication enables the vision to be implemented.
- **Excel at Staff & Logistical Support** – Ensure outstanding internal support is being provided to all departments, employees, elected officials, advisory board members, and volunteers that deliver services or directly serve the community. Use technology, where practical to improve service delivery and save taxpayer dollars.
- **Provide Responsive & Dependable Services** – Provide quality services to citizens in a courteous, responsive, and reliable manner that is effective in achieving desired results. Excel at the technical aspects of delivery.

### Develop Know-How

What skills, tools, and organizational climate do our employees, elected officials, and volunteers need to meet the community's needs while achieving the vision and mission?

- **Maintain a Skilled & Competent Workforce** – Create a work environment that allows the Town to hire, develop, and retain a workforce of skilled employees capable of meeting the community's needs. Focus includes career development, succession planning, and improving employee motivation and satisfaction. Hire competent staff who exemplify The Stallings Way.
- **Support Development of Citizen Volunteers** – Identify opportunities for volunteers to develop the technical and leadership skills that enable them to achieve the community's needs and understand the role of the advisory boards in Town government.
- **Enhance Relations with Other Entities** – Build relationships with others involved in the governing process, including governmental organizations, non-profits, and the private sector. Public-private partnerships should be explored as a potential problem-solving tool.

# Developing Departmental Strategy

## Departmental Balanced Scorecards

A good scorecard will do the following:

- Tell the story of the department's strategy.
- Shows that every objective selected is a linkage in the cause-and-effect relationships that compose the town's strategy.
- Drive performance by using a variety of measures and targets that look at short and long-term results to encourage proactive management.
- Involve the participation of division heads, key staff, and employees throughout the department.
- Is financially viable.
- Positively changes departmental behavior by developing strategic initiatives.

## Step #1 – Town-Wide Objectives Selected to Build Scorecard & Map

Departments determine what they can do to support and respond to the town-wide strategy, Balanced Scorecard, and achieve the departmental mission. Departments select the objectives they can meet to help the town board in pursuing the achievement of the Town Council's Strategic Priorities, Vision, and Mission. The objectives selected from each of the four perspective areas are used to create the department's strategy map.

## Step #2 – Developing Departmental Initiatives

These are the critical activities the department must pursue to achieve the Town-wide objective and the department's mission.

- Initiatives detail what the department must do to achieve a Townwide objective or achieve the departmental mission.
- Initiatives identify the highest priority activities to show where resources are most needed to achieve the overall departmental strategy.
- Initiatives may apply to all divisions within a department or just one division.
- Initiatives describe how the department will responds to the Townwide objective.
- Initiatives are written so that divisions and employees can determine how they can respond to support the department's effort to achieve the objective and mission.

## Step #3 – Developing Measures and Targets

Each departmental initiative does not have to have a measure, but there should be a way to evaluate the achievement of the initiative or whether or not it was accomplished. There are two goals for strategic measures: organizational motivation and strategic learning.

**Organizational Motivation** – Measures are a very effective tool in improving performance and/or accomplishing goals. A November 2001 article by Edwin Locke in Harvard Business Review titled "Motivation by Goal Setting" cites a survey of more than 500

studies, which indicates that performance increases an average of 16 percent in companies that establish targets. A primary reason for this may be that measures give employees clear direction and guidance as to what they need to accomplish. When employees focus their efforts on achieving key initiatives that are aligned with town-wide objectives and strategic priorities, then there is much greater probability that a well-coordinated effort is made in fulfilling the town's mission and the board's vision. The effort to clearly articulate the town's top priorities to assist employees compliments the old saying that "people do what you inspect, not what you expect."

**Strategic Learning** – Measures are a way to monitor departments' progress in achieving the town-wide objectives and their initiatives. Any strategy used to achieve initiatives, objectives, or strategic priorities represents a hypothesis of how to succeed. Strategy to achieve a desired outcome or solve a problem is often a new destination, a place that the town has not yet traveled to before. Measures and targets provide a way to test assumptions inherent in the strategies we select to pursue our goals. Documenting our strategy through measurement allows management, employees, elected officials, and the public to monitor, manage, validate, question, and/or deliberate possible adjustments to our strategy. If this can occur, then the Town starts becoming a "learning organization" where being analytical, adaptive, and responsive to the hypotheses we've tested become keystones of the organizational culture that helps the Town successfully implement its strategy.

## Components of a Good Measure

- Measures should be specific. Stating the SPD will be the "best" police department or that Administration will "maximize customer satisfaction" are more like vision statements and are difficult to measure.
- Measures should be measurable. There are ways to measure seemingly less tangible goals. Surveys, if properly designed, can be used to measure the perception of service quality, awareness of issues, community satisfaction, etc.
- Does the measure really evaluate the initiative being pursued?
- Is the measure reliable?
- Is the measure easy to understand and explain?
- Are departments using a variety of measures in evaluating their initiatives (workload, results, efficiency, effectiveness, short-term vs. long-term)?
- Does the measure clearly communicate the expected performance?
- It is important to know where you are and where you want to go. Ideally, departments should have a baseline measure for current performance in the form of last year's actual data, best practices or industry standards for comparison. When baselines do not yet exist a TBD (to be determined) is placed in the appropriate area to indicate the department is in the process of getting this data.

### Guidelines for Setting Targets

1. Targets should be realistic but challenging enough to motivate greater accomplishments.
2. Departments can be more aggressive when setting multi-year targets.
3. Provide a rational explanation as to why achieving a target is important, especially with stretch targets.
4. When setting a target, department should review the linkage (cause-and-effect relationship) of the "enabling" perspectives to make sure they have the ability to achieve the target, thus the following questions should be asked:

- Do departmental personnel have the skills and tools necessary to get the job done?
- Does the department have sufficient resources/funding?
- Are internal operations adequate?

**Stretch Targets** – These are usually long-term or multi-year goals. At most, departments should set one to two stretch targets per year. These are reserved for those initiatives critical in making a particular breakthrough. Stretch targets can be especially useful to help a department break form its comfort zone or traditional way of running operations so as to spark creative thinking and results-oriented problem-solving. Every department should have at least one stretch target.



### Vision for Stallings

To provide an inviting and safe community with a commitment to excellence where families and businesses can thrive as we embrace our future while preserving our past.



### Mission of Town Government

To serve the residents and businesses of the Stallings community by providing excellent municipal services while upholding the public interest by maintaining a sound financial position and active stewardship of public assets and resources.



### Serve the Community

- Strengthen Citizen Engagement
- Conserve Cultural & Natural Resources
- Increase Citizen & Community Safety
- Promote Economic Vibrancy
- Enhance Recreation, Walkability & Connectivity



### Manage Resources

- Maintain Fiscal Strength
- Develop Long-Term Financial Plans
- Invest in Infrastructure
- Deliver Services Efficiently



### Run the Operations

- Enhance Emergency Preparedness
- Improve Communication & Collaboration
- Excel at Staff & Logistical Support
- Provide Responsive & Dependable Services



### Develop Know-How

- Maintain a Skilled & Competent Workforce
- Support Development of Citizen Volunteers
- Enhance Relations with Other Entities

### Town Council Strategic Priorities

- Improve Transportation Infrastructure/Reduce Congestion
- Enhance Community Identity by Increasing Branding Visibility
- Engage the Public Through Increased Public Communications
- Begin New Town Hall/Public Works Facility
- Pursue Economic Development to Enhance Quality of Life
- Be Prudent Fiduciaries of Taxpayer Resources
- Downtown Development for the Future of Our Community

### "The Stallings Way" Core Values

- Integrity
- Commitment
- Flexibility
- Awesome Customer Service
- Team Before Self
- Continuous Improvement
- Qualified/Competent
- Supporting Each Other
- Everyone Pitches In
- Work/Life Balance
- Positive Attitude
- Collaboration
- Dialogue
- Have Fun
- Trust & Respect
- Open to Teach/Learn
- Healthy, Positive Environment

Balanced Organizational Scorecard

Illustrative Example - Police



Organizational Vision		Organizational Mission		Stallings Way Values		FY 2018-19 Town Council Priorities		Department Mission Statement	
Perspectives	Objectives	Initiatives	Measure	Target	Timeline	Status/Result	Responsible Entity	Action Plan	Notes
<p>To provide an inviting and safe community with a commitment to excellence where families and businesses can thrive as we embrace our future while preserving our past.</p>	<p>To serve the residents and businesses of the Stallings community by providing excellent municipal services while upholding the public interest by maintaining a sound financial position and active stewardship of public assets and resources.</p>	<ul style="list-style-type: none"> <li>Integrity</li> <li>Commitment</li> <li>Flexibility</li> <li>Awsome Customer Service</li> <li>Team Before Self</li> <li>Continuous Improvement</li> <li>Competent/Qualified</li> <li>Supporting Each Other</li> <li>Everyone Plishes In</li> <li>Work/Life Balance</li> <li>Positive Attitude</li> <li>Collaboration</li> <li>Dialogue</li> <li>Have Fun</li> <li>Trust &amp; Respect</li> <li>Open to Teach/Learn</li> <li>Healthy, Positive Environment</li> </ul>	<ul style="list-style-type: none"> <li>Improve Transportation Infrastructure/Reduce Congestion</li> <li>Enhance Community Identity by Increasing Branding Visibility</li> <li>Engage Public Through Increased Public Communications</li> <li>Begin New Town Hall/Public Works Facility</li> <li>Pursue Economic Development to Enhance Quality of Life</li> <li>Be Prudent Fiduciaries of Taxpayer Resources</li> <li>Develop Downtown for the Future of Our Community</li> </ul>	<p>Mission: Our mission, collectively as a department and as individual officers, is to provide an exemplary level of service and protection to the residents and businesses of the Town of Stallings and to all those who may visit, work in, or travel through our community. We will serve the community through professional conduct at all times and the enforcement of criminal and traffic laws without prejudice or bias, with respect for the rights of all people, to assure a safe and secure environment for all.</p>					
		<p>Strengthen Citizen Engagement</p>	<p>Engage the community.</p>	<p>% of department staff participating in community outreach programs.</p>	<p>100%</p>	<p>6/30/2019</p>	<p>PD</p>		
<p>Serve the Community</p>	<p>Increase Citizen &amp; Community Safety</p>	<p>Increase roadway safety and decrease congestion.</p>	<p>In coordination with DTM, share a departmental/personal achievement at least once per quarter on social media.</p>	<p>Y</p>	<p>Once per quarter</p>	<p>PD, COM</p>			
	<p>Maintain Fiscal Strength</p>	<p>Identify alternative funding sources to Traditional Town revenues to lessen the burden on General Fund budget.</p>	<p>% difference in number of traffic crashes within the Town limits in CY 2019 compared to CY 2018.</p>	<p>Decrease by 20% in CY 2019 compared to CY 2018.</p>	<p>12/31/2019</p>	<p>PD</p>			
<p>Manage Resources</p>	<p>Deliver Services Efficiently</p>	<p>Ensure adherence to best practices to reduce risk exposure and insurance costs.</p>	<p>Produce report identifying alternative funding mechanisms (asset forfeiture funds, grant programs) to replace 25% of the department's communications devices nearing the end of its useful life.</p>	<p>Y</p>	<p>2/28/2019</p>	<p>PD</p>			
	<p>Provide Responsive &amp; Dependable Services</p>	<p>Maintain proper police service level as community grows.</p>	<p>Complete N.C. League's Law Enforcement Risk Review Process and reduce insurance costs by 14%.</p>	<p>Complete Risk Review Process and reduce insurance costs by 14%.</p>	<p>6/30/2019</p>	<p>PD</p>			
<p>Run the Operations</p>	<p>Develop a Skilled &amp; Competent Workforce</p>	<p>Develop strategies to retain employees and limit open positions.</p>	<p>Develop and utilize an industry approved method to assess current staffing levels.</p>	<p>Y</p>	<p>2/28/2019</p>	<p>PD</p>			
	<p>Develop Know-How</p>	<p>Develop strategies to retain employees and limit open positions.</p>	<p>% of CID case clearance rate compared to National average (comparable departments on size/demographics)</p>	<p>Maintain average rate at least 10% higher than the national average</p>	<p>12/31/2019</p>	<p>PD</p>			
			<p>% of openings</p>	<p>&lt;10%</p>	<p>Calendar Year 2019</p>	<p>PD</p>			