



September 9, 2024
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/ Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order Patriots Day Observance	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 08-12-2024 (2) 08-12-2024 – closed B. Code Book Supplement Ordinance C. CRTPO Board Memorandum of Understanding (MOU) Update D. Amended Budget Ordinance 4 – Twin Pines	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:45 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
4.	7:47 p.m.	TX24.06.01 - Parking Regulations Text Amendment <i>Recessed at 08-12-2024 Council Mtg.</i>	Max Hsiang, Planning Dir.	Approve withdrawal of item
5.	7:50 p.m.	Resurfacing Contract	Kevin Parker, Eng. Dir.	Approve contract
6.	8:00 p.m.	Parks and Recreation Arbor Replacement Surplus Funds - Disc Golf Course Enhancement Proposal	Eunice Donnelly, Parks & Rec. Dir.	Approve/deny proposal
7.	8:15 p.m.	Public Safety Camera System A. Camera System Proposal B. Amended Budget Ordinance 5 – Police Department Cameras	Dennis Franks, Police Chief	A. Approve/deny proposal B. Approve/deny ABO
8.	8:25 p.m.	Closed Session Pursuant to NCGS 143-318.11(a)(3)	Wyatt Dunn, Mayor	Recess into closed session
9.	8:35 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 August 12, 2024, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Steven Ayers, Taylor-Rae Drake, Graham Hall, and Laurie Wojtowicz.

Those absent were: Council Member Brad Richardson.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Mia Pulzinski, Planning Intern; Kevin Parker, Town Engineer; Justin Russell, Associate Engineer; Jessie Williams, Finance Officer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

Mark Leadem, 1312 Curry Way, was concerned with rezoning on Potters Road as it related to surrounding property taxes and the septic for the new construction.

It is noted that the rezoning in question was withdrawn by the applicant.

David Allison, 2017 Horizon Ct., was present to thank Council and Staff for their help expediting the NCDOT Potter/Pleasant Plan's intersection project. He also asked Council to keep sewer capacity in mind when approving projects.

Brad Craver, 1506 Emerald Lake Drive, explained to the Council he was 1) displeased with the Town's Tax Rate increase; 2. cautioned the Council against agreeing with the Memorandum of Understanding (MOU) by CRPTO as he was concerned that CRTPO could impose additional taxes on the Town with the MOU; and 3. concerned about the large HVAC expenditure listed on the Agenda.

Special Presentation

20 Years of Service – Lt. Heath Cranford

Chief Dennis Franks recognized Lt. Heath Cranford for his 20 years of service to the Stallings Police Department as he was the last officer on staff employed by the department at its inception in 2004. Chief

Franks presented Lt. Cranford with a certificate of recognition and his 20 Year Service Ribbon for his uniform. It was noted that Lt. Cranford had also been selected as the Officer of the Year twice over his career by his peers.

1. Consent Agenda

A. Minutes from the following meetings:

- (1) 05-28-2024 – closed
- (2) 06-24-2024 – closed
- (3) 07-08-2024
- (4) 07-08-2024 – closed

B. ARPA Quarterly Documents

C. Amended Budget Ordinance 3 – Parks and Recreation Grant

D. Engineering MS4 Permit Contracts

E. CRTPO Board Memorandum of Understanding (MOU) Update

Mayor Dunn requested that Consent Agenda Item D, *CRTPO Board Memorandum of Understanding (MOU) Update*, be removed from the Consent Agenda and placed on the September 9, 2024 Council Meeting when Council Member Richardson would be present.

Council Member Ayers made the motion to approve the Consent Agenda with the deletion above. The motion was approved unanimously by Council after a second from Council Member Hall. *Amended Budget Ordinance 3 – Parks and Recreation Grant* and *ARPA Quarterly Documents* are attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from Mayor

Mayor Dunn asked Parks and Recreation Director Donnelly to explain the planned mural in Stallings Park on one of the shelters. It was clarified that the mural was still in draft phase and would be brought to the Council at the September meeting. The mural was designed and would be completed by a local artist.

B. Report from Council Members/Town Committees

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

Council Member Scholl noted that he enjoyed the parks and the greenway with his grandchildren.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported:

- Budget Line Item Transfer List was submitted for Council's review. *The Budget Line Item Transfer List for July is attached to these minutes and therefore incorporated herein.*
- Assistant Town Manager Nichols provided the Council with a draft of the Occupancy Tax Education materials that would be a part of a social media campaign to educate the public on the Occupancy Tax Referendum that would be on the ballot in November 2024.
- The Stallings Police Department had received CALEA distinction and accreditation.
- Sunny Day Markets at the Stallings Farmers Market was proving to be very successful.
- NCDOT was installing a roundabout on Lawyers Road at Emerald Lake. The roundabout was originally to be a roundabout with plantings in the middle. However, the design process eliminated the plantings and converted the roundabout to an all-concrete roundabout due to its small size and the high potential of damaging the plantings from large trucks using the roundabout. If the Town wished to have plantings in the roundabout, the cost would be approximately \$50,000 to the Town. Council held consensus not to pay for plantings in the roundabout.
- Police Chief Dennis Franks reported that National Night Out had been rescheduled to October 1 due to Hurricane Debby.
- Parks and Recreation Director Eunice Donnelly reported that the tennis courts resurfacing had begun and would be closed for approximately two weeks due to the resurfacing.

3. Agenda Approval

Council Member Hall requested adding Agenda Item 9.A. as *Union County Planning Proposals Feedback*. Council Member Ayers made the motion to approve the Agenda with the changes above. The motion was seconded by Council Hall and passed unanimously.

4. RZ24.06.01

A. 2916 Matthews Indian Trail General Rezoning SFR-3 to C-74

Planning Director Max Hsiang explained that the Stallings Fire Department requested a general rezoning for 2916 Matthews-Indian Trail Rd, PID#07126043A, from the current Single-Family Residential (SFR-3) zoning to US Highway 74 Commercial (C-74). The Planning Board recommended approval and no distention was received from public comment. The owner of the parcel was Stallings Fire Department, and the total acreage of the parcel was 3.79 acres. No community opposition was received for the rezoning and Planning Board recommended approval of the request. Staff also recommended approval of the request based on the compatibility with the future land use plan and comprehensive land use plan. The Staff Zoning Memo regarding this rezoning is attached to these minutes and therefore incorporated herein.

Mayor Dunn opened the public hearing. Justin from Stallings Fire Department was present to confirm that the department intended to build a new fire department on the parcel.

There was no one present to speak on the item. Mayor Dunn then closed the public hearing.

Council Member Scholl made a motion to approve RZ24.06.01 to which Council Member Drake seconded. The motion received Council's unanimous support.

B. Statement of Consistency and Reasonableness

Council Member Wojtowicz made the motion to approve the Statement of Consistency for RZ24.06.01. The motion was second by Council Member Hall and passed unanimously by Council. The *Statement of Consistency for RZ24.06.01* is attached to these minutes and therefore incorporated herein.

5. MSP24.05.01 - Atrium Master Sign Plan Amendment

Mayor Dunn opened the public hearing. Planning Director Max Hsiang explained that Atrium Health Union West has submitted an amendment to the Master Sign Plan in accordance with Section 17.10 of the Town of Stallings Unified Development Ordinance. The request added two additional signs to the hospital's exterior. Atrium made this request to accommodate the adequate signage required to meet the hospital's needs.

Atrium representatives Michael Jordan, Vice President of Operations, and Seth Goldwire, Facility Executive, were present to answer any questions. They confirmed that the signs were needed to direct emergency patients to the correct entrance.

Mayor Dunn closed the public hearing. Council Member Scholl made the motion to approve MSP24.05.01 - Atrium Master Sign Plan Amendment with a second by Council Member Drake. The motion received Council's unanimous support.

6. TX24.06.01

A. Parking Regulations Text Amendment

Mayor Dunn opened the public hearing. Planning Intern Mia Pulzcinski explained to Council that Staff was requesting a text amendment in the Stallings Development Ordinance Article 12.12 to amend Table 12.1, the off-street parking requirements by removing the minimum space requirement, adding minimum off-street bicycle space requirements, simplifying the land use categories, and reformatting

the maximum requirements to be more easily interpreted and measured. Staff also requested that Articles 12.3-4 and 12.3-5 become reserved sections as they related to the enforcement of the Town's parking requirements rather than addressing requirements for future developments. The Staff's Report on this item is attached to these minutes and therefore incorporated herein.

No one was present to speak to the item. Council discussed the proposed text amendment. Mayor Dunn closed the public hearing. Council held consensus to delay the vote until the next meeting.

B. Statement of Consistency and Reasonableness

This item was delayed until the September 9, 2024 Council meeting.

7. Courtyard at Emerald Lake Subdivision Road Acceptance

Associate Engineer Justin Russell explained Lennar had requested that the Town of Stallings accept the right-of-way designated as public right-of-way (R/W) in the approved Courtyards at Emerald Lakes subdivision Construction Documents. The public improvements within the R/W consist of 0.656 miles of streets, street lighting, sidewalks, and drainage infrastructure. Inspections on all the structures have passed Town standards. The Staff Report for the Courtyard at Emerald Lake Subdivision Road Acceptance is attached to these minutes and therefore incorporated herein.

Council Member Wojtowicz made the motion to accept the roads in the Courtyards at Emerald Lakes subdivision. The motion was unanimously approved by Council after a second from Council Member Ayers.

8. Town Hall HVAC Project

Engineering Director Kevin Parker reminded the Council that it had approved a \$50,000 budget to examine and design a solution for Town Hall's persistent temperature control and facility maintenance issues caused by a failing HVAC system. Staff initially informed Council that the expected budget for the HVAC replacement was approximately \$330,000. This amount was incorporated and approved in the FY2024 (July 2023) budget and then again in FY2025 (July 2024) budget.

Staff collaborated with an HVAC design consultant to analyze the existing system and determine the necessary measures to:

1. Correct temperature control problems throughout the building.
2. Reduce recurring maintenance needs due to the failing HVAC system.
3. Maximize the operating efficiency of the system.

The ideal system was estimated at \$1.8 million and a scaled back version at \$1 million. Due to budget constraints, the most feasible solution was a one-for-one replacement with adding installation in the attic and finishing window tinting in Town Hall at the approximate cost of \$250,000.

Staff was seeking Council's approval to authorize the Town Manager to approve the HVAC replacement project for an amount not to exceed \$250,000. The project approval would be contingent upon compliance with the State's bidding statutes, the Town's bidding policy, and approval from the Town's legal representative.

Council Member Scholl made a motion to authorize the Town Manager to approve the HVAC replacement project for an amount not to exceed \$250,000 and approval would be contingent upon compliance with the State's bidding statutes, the Town's bidding policy, and approval from the Town's legal representative. The motion was passed unanimously by Council after a second from Council Member Drake.

9. Employee Pay Study and Kick-Off

Town Manager Alex Sewell reminded the Council that one of its priorities was to focus on long-range planning which included a Pay and Classification Study every three to five years. The study was budgeted for the current year. Staff was seeking direction on whether to include Council salaries in the Pay and Classification Study analysis.

Council held consensus to include the Council salaries in the study.

9.A. Union County Planning Proposals Feedback

Town Manager Sewell explained that Union County was requesting feedback from the Town on several project applications that were abutting/closer to the Town's borders.

1. RV Parking/Storage, Rock Hill Church Road – Council held consensus that it did not like the use for that parcel and wanted Town Manager Sewell to let the County know the Council opposed the use at that location because it did not meet the character of the area. Council also requested that the developers be directed to Stallings annexation and land use.

2. Storage Facility on Lawyers Road and Idlewild at I-485 - Council held consensus that it did not like the use for that parcel and wanted Town Manager Sewell to let the County know the Council opposed that use at that location because it did not meet the character of the area. Council also requested that the developers be directed to Stallings annexation and use.

3. 737 units for age 55 and up residents, Fairview/218 and Rock Hill Church Road – Staff did not have much information on this item. It would require a satellite annexation.

10. Closed Session Pursuant to NCGS 143-318.11(a)(3)

Council Member Wojtowicz made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) inviting Chief Dennis Franks and Engineering Director Kevin Parker seconded by Council Member Hall. Council voted unanimously in favor of the motion.

Council recessed into closed session at 8:58 p.m. and reconvened into open session at 9:40 p.m.

11. Adjournment

Council Member Hall moved to adjourn the meeting, seconded by Council Member Drake, and the motion received unanimous support. The meeting was adjourned at 9:40 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



AN ORDINANCE ADOPTING THE CODIFIED CODE OF ORDINANCES with SUPPLEMENT FOURTEEN and FIFTEEN

WHEREAS, American Legal Publishing Corporation has completed the codified version with Supplement Fourteen and Fifteen to the Code of Ordinances of the Town of Stallings, which the supplements contain all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the Town of Stallings; and

WHEREAS, the codified ordinances contain the official ordinances of the Town;

NOW THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Stallings, NC that the codified version through Supplement Fourteen and Fifteen to the Code of Ordinances of the Town of Stallings is the official version for the Town.

ADOPTED this the 9th day of September, 2024.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

Charlotte Regional Transportation Planning Organization

Memorandum of Understanding

Effective Date: [Date to be determined]

Endorsed by the
Charlotte Regional
Transportation Planning Organization
July 17, 2024

**MEMORANDUM OF UNDERSTANDING
FOR**

COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING
AMONG

THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
THE CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF
FAIRVIEW, TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN
OF MARSHVILLE, VILLAGE OF MARVIN, TOWN OF MATTHEWS,
MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF
MONROE, TOWN OF MOORESVILLE, TOWN OF PINEVILLE,
TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY,
TOWN OF WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL, TOWN OF
WINGATE, and the METROPOLITAN TRANSIT COMMISSION,
(hereinafter, the State, the Municipalities, the Counties, and the MTC)

IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH THAT:

WHEREAS, Section 134(a) of Title 23 of the United States Code states in relevant part:

“It is in the national interest—(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and (2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators”;

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions, which can be important factors in the pattern of future development and redevelopment of the area;

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina requires that:

“Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated

to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.”;

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(b) and (b2) – (b4) of the N.C. General Statutes provides in relevant part that:

“After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.

The municipality or the MPO shall provide opportunity for public comments prior to adoption of the transportation plan.

For portions of a county located within an MPO, the development of a comprehensive transportation plan shall take place through the metropolitan planning organization.

To complement the roadway element of the transportation plan, municipalities and MPOs may develop a collector street plan to assist in developing the roadway network. The Department of Transportation may review and provide comments but is not required to provide approval of the collector street plan.”;

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(d) of the N.C. General Statutes provides in relevant part that:

“For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.”;

WHEREAS, it is the desire of the State, the Municipalities, the Counties, and the MTC, in cooperation with the U.S. Department of Transportation, that their previously established continuing, comprehensive, and cooperative transportation planning process, as set forth in their Memorandum of Understanding effective as of October 10, 2013, be amended and restated to comply with 23 U.S.C. § 134 (Federal Highway Administration), 49 U.S.C. §§ 5303, 5305, 5306, and 5307 (Federal Transit Administration), and N.C. Gen. Stat. § 136-200.2; and

WHEREAS, the effective date of this document shall be the date on which it is signed by the Governor of the State of North Carolina, or his designee.

NOW, THEREFORE, the Memorandum of Understanding is amended and restated to read as follows:

SECTION I. It is hereby agreed that the State, the Municipalities, the Counties, and the MTC, in cooperation with the U.S. Department of Transportation, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

- A. The Charlotte Regional Transportation Planning Organization, hereinafter referred to as the CRTPO, is hereby established and shall include the State, the Municipalities, the Counties, the

MTC, and the various agencies and units of local, State, and Federal government participating in the transportation planning for the area and listed as a non-voting members in Section I.H below.

- B. The area involved will consist of the Charlotte Urban Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the Charlotte Urban Area that is expected to become urban within a twenty-year planning period (collectively referred to as the Planning Area).

Portions of the Charlotte Urban Area located in the following counties are by agreement with adjacent metropolitan planning organizations (MPOs) not part of the Planning Area: Cabarrus, Catawba, Gaston, Lancaster, Lincoln and York. The responsibility for implementing a continuing transportation planning process shall be the responsibility of those MPOs, as noted in the mutually adopted agreements between the CRTPO and the adjacent MPOs.

- C. The continuing transportation planning process will be a cooperative one and all planning discussions will be reflective of and responsive to the comprehensive plans for growth and development of the Planning Area.
- D. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
- E. The CRTPO shall maintain a centralized information repository including, but not limited to, the Metropolitan Transportation Plan; the Comprehensive Transportation Plan; the Unified Planning Work Program (UPWP); air-quality conformity analysis; the Bylaws and membership lists of CRTPO and its Technical Coordinating Committee (TCC); copies of all final environmental studies, public hearing maps, roadway corridor official maps, and noise reports on projects within the Planning Area; copies of adopted transportation project alignments; the Transportation Improvement Program (local and state); and any other appropriate archival information. The CRTPO shall endeavor, through the affected local governments and appropriate technological means, to make this information easily available to local governments, residents, and individuals involved in land development and real estate transactions.
- F. A Policy Board is hereby established with responsibility for cooperative transportation planning decision making for the CRTPO and coordinating transportation policy of the Municipalities and Counties within the Planning Area.
- G. The duties and responsibilities of the Policy Board are as follows:
 - 1. The Policy Board, in cooperation with the State and publicly owned operators of mass transportation services, shall be responsible for carrying out the urban transportation planning process specified by the U.S. Department of Transportation.
 - 2. The Policy Board shall be the forum for cooperative decision-making by elected officials of the Municipalities and Counties and by the other members of the Policy Board. However, this shall not limit the Policy Board's local responsibility for (a) ensuring that the transportation planning process and the plans and improvement projects that emerge from that process are consistent with the policies and desires of the Municipalities and Counties; nor, (b) serving as a forum for the resolution of conflicts that arise while developing the UPWP, Metropolitan Transportation Plan, and Transportation Improvement Program.

3. The Policy Board shall review and approve the UPWP, Metropolitan Transportation Plan, and Transportation Improvement Program (or any amendments thereto).
4. The Policy Board shall be responsible for adopting and amending the Comprehensive Transportation Plan. Action of the Policy Board in this regard (and this regard only) shall be construed as definitive action of any and all affected Municipalities and shall meet the statutory requirement of G.S. 136-66.2(b) without further action of the Municipality(ies).
5. The Policy Board shall have the responsibility for: keeping the Boards of the Municipalities and Counties informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of those Boards; and ensuring meaningful resident participation in the transportation planning process.
6. The Policy Board shall review, approve, and endorse changes to the Federal-Aid Urban Area System and Boundary, in conformance with Federal regulations.
7. The Policy Board shall review, approve, and endorse a Prospectus for transportation planning that defines work tasks and responsibilities for the various governing bodies and agencies participating in the transportation planning process.
8. The Policy Board shall conduct the transportation planning process in conformance with the Clean Air Act, as amended.

The Policy Board is responsible for conducting public involvement and technical analyses to determine the preliminary alignments for transportation projects included in the Comprehensive Transportation Plan and Metropolitan Transportation Plan. For mass transit projects, CRTPO will work in cooperation with the Charlotte Area Transit System and the Metropolitan Transit Commission, or any other relevant governmental agency that has jurisdiction in the CRTPO planning area. These alignments will be used by local jurisdictions through their land development ordinances for right-of-way protection purposes. Once the Policy Board has adopted an alignment, it can be modified only by official Policy Board action as outlined in the Bylaws of the CRTPO and the TCC and in accordance with any applicable procedures detailed in the Public Involvement Plan.

The Policy Board will adopt an alignment for right-of-way purposes even if it was produced through a State or locally funded environmental study process.

All Policy Board alignment decisions are subject to the voting rules contained in Section I.I of this Memorandum of Understanding.

9. Each Municipality's or County's member of the Policy Board shall be responsible for instructing the clerk of his/her local government to submit certified and sealed copies of minutes or resolutions to the secretary of the CRTPO when formal action involving the Comprehensive Transportation Plan is taken by his/her local government.
10. The Policy Board is responsible for the distribution of funds allocated to the CRTPO under the provisions of the federal Infrastructure Investment and Jobs Act, and successor legislation.

- 11. The Policy Board shall adopt a set of Bylaws for the CRTPO. Amendments to the Bylaws shall be approved by a vote according to Section I.I.6 below.
 - 12. The Policy Board shall have the primary responsibility for facilitating resident input into the continuing transportation planning process.
 - 16. Any other duties the Policy Board identifies as necessary to further facilitate the transportation planning process.
- H. The Policy Board shall consist of both voting and non-voting members. The Policy Board shall have a Chairperson and Vice-Chairperson elected in accordance with the CRTPO Bylaws and shall meet in accordance with the Bylaws.

Voting membership: The voting members of the Policy Board shall consist of the Chief Elected Official (or a single representative designated by the Chief Elected Official) of each Municipality and County, as well as two members from the North Carolina Board of Transportation (as specified below) and one member representing the MTC. The Chief Elected Official of each Municipality and County is strongly encouraged to designate an alternate, in accordance with the rules contained within the CRTPO Bylaws.

Each voting member shall have the indicated number of votes below for its respective governing body or agency for all voting purposes:

Unit	Number of votes
City of Charlotte	31
Town of Cornelius	2
Town of Davidson	1
Town of Fairview	1
Town of Huntersville	3
Town of Indian Trail	2
Iredell County	3
Town of Marshville	1
Village of Marvin	1
Town of Matthews	2
Mecklenburg County	3
Town of Mineral Springs	1
Town of Mint Hill	2
City of Monroe	2
Town of Mooresville	3
Town of Pineville	1
Town of Stallings	1
City of Statesville	2
Town of Troutman	1
Union County	3
Town of Waxhaw	2
Town of Weddington	1
Village of Wesley Chapel	1
Town of Wingate	1
N.C. Board of Transportation (Division 10)	1
N.C. Board of Transportation (Division 12)	1
Metropolitan Transit Commission	1
Total	74

Voting members will vote on matters pursuant to the authority granted by their respective governmental bodies. The term of any voting member that is designated by a Chief Elected Official shall be one calendar year from the date of designation.

Any municipality that does not act to adopt this Memorandum of Understanding by its effective date, and is otherwise eligible for voting membership, may still qualify to have a voting member on the Policy Board if it adopts this Memorandum of Understanding within three months after its effective date. The effective date shall be defined as the date on which the Governor of the State of North Carolina, or his designee, signs this Memorandum of Understanding.

A municipality within the Planning Area must have a local land use plan and development ordinance in place in order to be a voting member. A county other than Iredell, Mecklenburg, and Union that becomes part of the Planning Area in whole or in part with at least 5,000 persons in the unincorporated area will also be eligible to have a voting member on the Policy Board if such county adopts this Memorandum of Understanding and its membership is approved by the Policy Board.

Non-voting membership: One representative from each of the following bodies will serve as a non-voting member of the Policy Board:

Charlotte-Mecklenburg Planning Commission
Iredell County Planning Board
Union County Planning Board
U.S. Department of Transportation – FHWA, FTA

Other local, State, or Federal agencies impacting transportation in the Planning Area, as well as municipalities in the Planning Area that do not otherwise qualify for voting membership, can become non-voting members upon invitation by the Policy Board.

I. Policy Board Voting Rules

1. Quorum for Policy Board meetings shall be established in accordance with the CRTPO Bylaws.
2. Each voting member of the Policy Board shall be eligible to vote and shall qualify as an “Eligible Member”; provided, however, a Municipality or County must be in good standing, as defined in Section I.L of this document, for its voting member to be an Eligible Member.
3. At Policy Board meetings where a quorum is present, an affirmative vote of the Eligible Members having at least a simple majority of the total votes cast by Eligible Members (according to the table in Section I.H above) shall determine all issues, except as provided in paragraphs 4, 5, and 6 below.
4. When any transportation project concerns a road that does not carry an Interstate, U.S., or N.C. route designation, and is totally contained within a single Municipality’s corporate limits or sphere of influence, its alignment shall not be determined by the Policy Board without the consent of such Municipality.

5. When any transportation project concerns a road that does not carry an Interstate, U.S. or N.C route designation and is within a Municipality's corporate limits or sphere of influence, the Policy Board cannot override the position of such Municipality about the alignment of the road only within its corporate limits or sphere of influence, but not outside its corporate limits or sphere of influence. However, the position of such a Municipality can be overridden by an affirmative vote of the Eligible Members having at least a $\frac{3}{4}$ supermajority of the total votes held by Eligible Members (according to the table in Section I.H above). Such vote must occur at a Policy Board meeting where a quorum is present.
6. Amendments to this Memorandum of Understanding or the CRTPO Bylaws require an affirmative vote of the Eligible Members having at least a $\frac{3}{4}$ supermajority of the total votes held by Eligible Members (according to the table in Section I.H above). Such vote must occur at a Policy Board meeting where a quorum is present.

J. A Technical Coordinating Committee, also referred to herein as the TCC, shall be established with the responsibility for (1) general review, guidance, and coordination of the transportation planning process for the Planning Area; (2) making recommendations to the respective local and State governmental agencies and the Policy Board regarding any necessary actions relating to the continuing transportation planning process; (3) facilitating coordination and communication between the State, the Municipalities, the Counties, the MTC, and other member agencies of the TCC; (4) facilitating coordination of transportation planning with other planning efforts, such as those concerning land use, public utilities, and maintenance of air quality; and (5) facilitating public involvement and resident participation regarding transportation planning issues. The TCC shall also be responsible for the development, review, and recommendation for approval of the Prospectus, UPWP, Comprehensive Transportation Plan, Transportation Improvement Program, Federal-Aid Urban System and Boundary, and Metropolitan Transportation Plan, and planning resident participation.

Membership of the TCC shall be defined according to the TCC's Bylaws and shall include technical representation from all local, county and State governmental agencies directly related to and concerned with the transportation planning process for the Planning Area.

A TCC member (or alternate) cannot be an elected official of any Municipality or County. TCC members from the Municipalities shall be the chief administrative officers (i.e. city/town managers) or their designees. TCC members from other entities may be their chief administrative officers or their designees. TCC members must be employees of the governing body or agency they represent. Each TCC member shall have one vote.

K. Administrative coordination for the Policy Board and TCC will be performed by the Charlotte Planning, Design & Development Department's Regional Transportation Planning Division Manager (Division Manager), in collaboration with the Chairperson of the Policy Board. Administrative support shall be furnished by the Director of the Charlotte Planning, Design & Development Department. The Division Manager shall supervise additional CRTPO staff as necessary and approved in the annual work program. The Division Manager, or their designee, will serve as the Secretary for the Policy Board and TCC with the responsibility for such functions as follows:

1. Arranging meetings and agendas
2. Maintaining minutes and records
3. Preparing the Prospectus and UPWP

4. Assembling and publishing the Transportation Improvement Program
5. Preparing the Metropolitan Transportation Plan
6. Collecting from Municipalities and Counties certified and sealed minutes and resolutions that document transportation plan revisions and submitting these for mutual adoption by the North Carolina Department of Transportation annually or more often if deemed necessary by the Policy Board or the Municipalities or Counties involved.
7. Monitoring the transportation planning process to ensure its execution is in accordance with the CRTPO's goals and objectives
8. Performing other coordinating functions as assigned by the Policy Board
9. Taking lead responsibility for structuring public involvement in the transportation planning process
10. Preparing the quarterly reimbursement requests for Section 104(f) planning funds and Section 5303 funds.
11. Supervising CRTPO staff

The Division Manager shall be hired by the Director of the Charlotte Planning, Design & Development Department. The Division Manager shall regularly report to the Policy Board and TCC on coordination activities and shall electronically or in writing inform interested parties of actions scheduled for consideration by the Policy Board and TCC.

L. Federal Aid Transportation Planning Grant Funds

1. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the UPWP adopted by the Policy Board.
The required local match for Section 5303 funds shall be paid by the Municipality or County that is using such funds. The required local match for Section 104(f) planning funds shall be shared among all Municipalities and Counties pro rata based on population. The population totals used to calculate a Municipality's or County's pro rata share shall be based upon the most recent decennial Census.
2. A Municipality or County providing its share of the local-match funding by the beginning of the next Federal fiscal year shall be considered in good standing. Any Municipality or County not providing its share of the funding by the beginning of the next Federal fiscal year shall not be in a good standing during the next two Federal fiscal years.

Administration of funding in support of the transportation planning process on behalf of the CRTPO will be conducted by the City of Charlotte, which will execute appropriate agreements with funding agencies as provided by the UPWP.

SECTION II. The State, the Municipalities, the Counties, and the MTC may terminate their participation in the continuing transportation planning process and the CRTPO by giving 30 calendar days written notice to the Policy Board Chairperson prior to the date of termination. When annexation occurs and a Municipality's boundaries extend beyond the Planning Area, the newly expanded boundaries will automatically become part of the Planning Area and will be so designated on the Comprehensive Transportation Plan within 60 calendar days of the annexation. It is further agreed that the State, the Municipalities, the Counties, and the MTC will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, the Municipalities and Counties shall coordinate zoning and subdivision approval in accordance with the adopted Comprehensive Transportation Plan.

SECTION III. In witness whereof, the Division Administrator (Federal Highway Administration), on behalf of the United States Department of Transportation, and the Secretary of Transportation, on behalf of the Governor of the State of North Carolina, have signed this Memorandum of Understanding and the other parties to this Memorandum of Understanding have authorized appropriate officials to sign the same, the City of Charlotte by its Mayor, the Town of Cornelius by its Mayor, the Town of Davidson by its Mayor, the Town of Fairview by its Mayor, the Town of Huntersville by its Mayor, the Town of Indian Trail by its Mayor, Iredell County by the Chair of its Board of Commissioners, the Town of Marshville by its Mayor, the Village of Marvin by its Mayor, the Town of Matthews by its Mayor, Mecklenburg County by the Chair of its Board of Commissioners, the Town of Mineral Springs by its Mayor, the Town of Mint Hill by its Mayor, the City of Monroe by its Mayor, the Town of Mooresville by its Mayor, the Town of Pineville by its Mayor, the Town of Stallings by its Mayor, the City of Statesville by its Mayor, the Town of Troutman by its Mayor, Union County by the Chair of its Board of Commissioners, the Town of Waxhaw by its Mayor, the Town of Weddington by its Mayor, the Village of Wesley Chapel by its Mayor, the Town of Wingate by its Mayor, and the Metropolitan Transit Commission by its Chair.

From: [Burke, Neil](#)
To: [Erinn Nichols](#)
Cc: brad31970@gmail.com; [Wyatt Dunn](#); [Brad Richardson](#); [Kevin Parker](#)
Subject: 2024 Updated CRTPO MOU: Request for Signatures
Date: Thursday, August 1, 2024 12:40:01 PM
Attachments: [CRTPO MOU ENDORSED 2024 07 17.pdf](#)
[CRTPO MOU 2024 Update Signature Page.pdf](#)
Importance: High

Clerk Nichols:

The CRTPO Board endorsed an update to its Memorandum of Understanding (MOU) and authorized staff to circulate the updated document for signatures during the July 17 meeting.

In order for the CRTPO's updated MOU to be considered the current document, signatures must be received from the Chief Elected Official and Clerk from each of the CRTPO's voting jurisdictions. The CRTPO has retained an attorney, Mujeeb Shah-Khan, Esq. to assist with the MOU update process, and Mr. Shah-Khan has recommended that each jurisdiction listed in the MOU place the CRTPO's MOU on an upcoming agenda and take formal action to authorize for signature by the Chief Elected Official. Action by your board of elected officials is not a requirement, but a recommendation from legal council.

The updated CRTPO MOU and signature page is attached. The CRTPO Board leadership has requested that all jurisdictions sign and return the executed documents electronically to me via e-mail by **September 13, 2024.**

-
Please respond to this email with the anticipated date that the CRTPO's MOU will be place on the Stallings Town Council agenda.

Let me know if you have questions. Thanks!



Neil Burke, AICP PTP | Secretary
Charlotte Regional Transportation Planning Organization
[704-347-9695](tel:704-347-9695) | neil.burke@charlottenc.gov



MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Jessie Williams, Finance Officer
Date: September 3, 2024
RE: **Amended Budget Ordinance No. 4**

A check totaling \$78,182.50 was received in June 2023 from True Homes, LLC for the Twin Pines storm water improvement project and was deposited into the General Fund. However, expenditures for this project are being incurred by the Storm Water Fund. As such, a transfer from the General Fund to the Storm Water Fund totaling \$78,182.50 is necessary to ensure funding is in the same fund covering the costs of the project.

Requested Action

Adoption of attached Amended Budget Ordinance 4

AMENDED BUDGET ORDINANCE – NO. 4
TOWN OF STALLINGS, NORTH CAROLINA
FISCAL YEAR 2024-2025

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

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<u>General Fund:</u>				
<u>Revenue Budget</u>				
Unrestricted Fund Balance Appropriation - General Fund	10-99-3991-600	\$ 78,183	\$ 1,094,637	\$ 1,172,820
<u>Expense Budget</u>				
Transfer to Storm Water Fund	10-99-9840-099	\$ 78,183	\$ -	\$ 78,183
<u>Storm Water Fund:</u>				
<u>Revenue Budget</u>				
Transfer from General Fund	67-99-3984-096	\$ 78,183	\$ -	\$ 78,183
<u>Expense Budget</u>				
Repairs/Maintenance	67-97-7510-035	\$ 78,183	\$ 386,620	\$ 464,803

Explanation: To appropriate unrestricted General Fund fund balance and transfer it to the Storm Water Fund for the Twin Pines project. Funds totaling \$78,182.50 were received from True Homes, LLC in June 2023 for this project, but deposited into the General Fund.

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

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

ADOPTED this the 9th day of September 2024.

Wyatt Dunn, Mayor

Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC



MEMO

To: Town Council
From: Max Hsiang, Planning Director
Date: 09/05/2024
Re: Withdrawal of Text Amendment TX24.06.01 Parking Amendments

Request:

Town Council,

Planning requests that the Town Council withdraw text amendment TX24.06.01 Parking Amendments from the current agenda.

This withdrawal will provide our staff with additional time to thoroughly research the questions and concerns raised by the Council members regarding the proposed parking amendments. By taking this step, we aim to develop a more comprehensive and effective revised text amendment that addresses the Council's input and better serves the needs of our community.

We anticipate bringing a revised parking text amendment back to the Council for consideration at a future meeting.

Thank you,

Max Hsiang
Planning Director



MEMO

To: **Mayor and Town Council**
From: Kevin Parker, P.E., Town Engineer
Date: September 9, 2024.
RE: Contract Execution Concurrence
FY2025 Resurfacing Contract

Overview:

In accordance with the Stallings Bid Policy and NCGS §143-129 for road construction and repair, staff initiated formal bidding procedures for the Fall 2024 Resurfacing Contract on August 6, 2024. The project manual was advertised, and bids were due by 2:00 p.m. on August 27, 2024. A total of seven sealed bids were received and publicly read at 2:05 p.m. on the same day.

Staff thoroughly reviewed the bids for clarity, completeness, and accuracy. After evaluation, Blythe Construction, Inc. was identified as the lowest responsible bidder with a bid of \$887,640.00.

Key Contract Details

- Completion Deadline: November 22, 2024
- Liquidated Damages: \$500/day for delays beyond the completion date
- Performance Bond: Retained through the warranty period
- Public Notification: Mailers, website updates, and social media posts will inform residents of the project
- Scope: This contract will focus on reconstructive maintenance. A second contract in FY 2025 will address preventative maintenance.

CEI Services

Additionally, Staff informally solicited bids for Construction Engineering and Inspection (CEI) services to oversee the resurfacing project. UES Professional Solutions 29, Inc. (UES) was the sole bidder, submitting a proposal for \$34,860.00.

Action Requested:

Staff requests that Council authorize the Town Manager to:

1. Execute the resurfacing contract with Blythe Construction, Inc. for \$887,640.00.
2. Execute the CEI services contract with UES for \$34,860.00.

Bid Set No. _____

Bidder _____



PROJECT MANUAL

FOR

FY2025 TOWN OF STALLINGS

REPAIR & RESURFACING PROGRAM
(Formal Bid Process)

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

Mayor: Wyatt Dunn
Town Manager: Alex Sewell

Date: 08/06/2024

SOLICITATION FOR BIDS

August 6, 2024

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

Bids are due **no later than 2:00 P.M. local time on** Tuesday, August 27, 2024, to the following address:

FY 2025 Repair and Resurfacing Program Bid Package
c/o Kevin Parker, Engineering Director
Town of Stallings
Engineering Department
315 Stallings Road
Stallings, NC 28104

The bid opening will occur on Tuesday, August 27, 2024, at 2:05p.m. at the following address:

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

If three bids are not received by the Tuesday, August 27, 2024, deadline, the Town will re-advertise for bids beginning on Tuesday, August 27, 2024, with a submission deadline of Tuesday, September 3, 2024, at 2:00 p.m. The contractor(s) may choose to leave their unopened bid(s) with the Town to hold until the second and final bid opening that will occur on Tuesday, September 3, 2024, at 2:05 p.m.

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

For any questions related to the bid package please contact:

Kevin Parker, Engineering Director
kparker@stallingsnc.org
704-821-0309

Justin Russel, Associate Engineer
jrussell@stallingsnc.org
704-821-0321

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

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CONTRACT SPECIAL PROVISIONS
FY2025 Town of Stallings
Pavement Repair and Resurfacing Project (Formal Bid Process)

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

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed and must be completed by November 22, 2024.

CONTRACT TIME EXTENSION

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

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

GUARANTEE

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

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

LIQUIDATED DAMAGES

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

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

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

The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract or otherwise, as the Town may decide.

DEFINITION OF TERMS

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

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

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

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

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

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

INDEMNIFICATION

- a. To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Town, its officers, officials, employees, agents, or indemnities (collectively called “Indemnified Parties”) from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the negligence of the Contractor, the Contractor’s agents, or the Contractor’s employees.
- b. In matters other than those covered by subsection (a) above, and to the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against those losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the fault of the Contractor or its derivative parties is a proximate cause of the loss, liability, damage, or expense indemnified.
- c. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the fault of the Contractor or its derivative parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- d. Only to the extent provided pursuant to a policy of insurance, the Contractor shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the fault of the Contractor or its derivative parties is a proximate cause of such claims.
- e. The Contractor’s duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
 - i. For the purposes of this Section, the term “Fault” shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.

- ii. For the purposes of this Section, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
- iii. For the purposes of this Section, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

from providing full insurance coverage on all phases of the Project, including any that is sublet.

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

E-VERIFY

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

TERMINATION BY THE TOWN FOR CAUSE

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

for payment shall survive the termination of the Contract.

TERMINATION BY THE TOWN FOR CONVENIENCE

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

NOTICE TO PROCEED

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

PRE-CONSTRUCTION CONFERENCE

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

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

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

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

ADDITIONAL OR EXTRA WORK

The Town may require the Contractor to furnish materials and to do additional or extra work not provided in the contract or in the specifications, but which may be found necessary to the proper protection and

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

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

CARE OF WORK

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

CLEANING UP

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

SAWING EXISTING PAVEMENT

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

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

OSHA REQUIREMENTS

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

HAZARDOUS MATERIALS

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

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion

of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

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

METHOD AND MATERIAL

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

INVOICING AND PERIODIC PAYMENTS

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

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

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

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

PROJECT CLOSEOUT DOCUMENTS

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

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

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

TAX STATEMENT SUBMITTAL

1. All tax statement bodies, and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.
2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina and County taxes paid.

3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

TAXES AND LICENSES

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

SUBLETTING

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

SUBSURFACE INVESTIGATION

The Contractor shall coordinate with the Town's third-party Construction Engineering and Inspection Contractor (CEIC) for subsurface investigations. Any information obtained by the CEIC as a result of these subsurface investigations shall be communicated to, and approved by, the Engineer prior to implementation. Additional subsurface repairs shall be included in all invoices. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

Subgrade shall be compacted to density requirements for roadway construction. The contractor shall coordinate with the Town's CEIC, and proof rolls shall be performed on each roadway prior to any asphalt overlay. If any soft areas are encountered or the subgrade is unable to be compacted, then those areas are to be cut out and replaced with suitable material. When these areas are encountered, the Contractor shall notify the Town Engineer or their designee to determine the limits of removal. The Contractor will provide documentation, as requested by the engineer or his designee, that the density requirements have been met prior to acceptance of the work.

SPECIAL CONTRACT PROVISIONS

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

SURFACE COURSE

Surface course of S9.5B will be used for final surface layer on all pavement resurfacing and repairs.

TACK COAT

Tack coat per NCDOT's standard specifications item 605 shall be applied on all existing surfaces prior to

placement of the initial course of new pavement. No separate payment shall be provided for this work. It will be considered as part of the placement of the initial course of pavement.

SEEDING AND MULCHING

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

GRADING

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

PAVEMENT/PAVEMENT RESURFACING

1. Prior to construction, Contractor shall be required to submit a job mix formula (JMF) to the Engineer for his review and approval. This JMF must meet North Carolina Department of Transportation Specifications. This will be done at the Contractor's expense, and if required by the Town of Stallings, shall be certified by an approved engineering testing laboratory showing the exact composition of a sample of the mixture to be delivered to the Town.
2. Prior to performing any material tests, the Contractor shall provide to the Engineer a complete statement of the origin of all materials to be used in the construction of the work. The statement shall be furnished to the Engineer sufficiently in advance of any shipment and/or fabrication of materials so that arrangement can be made for joint inspection by the Town, if desired.
3. If directed by the Town, an extracting and gradation test will be made by the Contractor with no cost to the Town. The Town inspector will also take an asphalt sample from the same truck, logging the truck number and location on the street. This may be done at least once each day.
4. The Town inspector may continue to take a minimum of one sample per day. The sample will be stored and randomly sent to an independent laboratory for testing. These results will be compared with the Contractor's test results. All costs incurred for such tests will be at the Town expense.
5. Density test will be performed per project of each road as directed by the Town inspector.
6. The temperature will be checked on every truck load of asphalt while still in the truck, noting the truck number, time of day and approximate location on the street. All temperature of asphalt checks must pass the minimum standard of NCDOT specification.
7. The existing pavement is to be thoroughly cleaned and free of loose stone prior to paving operations.
8. Neither observations by the Engineer, nor inspection test or approvals by others shall relieve the Contractor from his obligation to perform the work in accordance with the requirements of the contract documents. If any failures occur during or after the work has been completed, or while still under the warranty period, and the Contractor was not at fault, the Town requires that the defects be repaired by the Contractor using the unit prices in the bid proposal. No additional mobilization costs will be paid for any of the repairs.

9. The Contractor shall comply and pay for the services of an independent testing laboratory to perform testing and inspections services as outlined in these special provisions. The Contractor shall obtain the owners approval prior to entering any contract or agreement for these services.
10. The Contractor will be required to clean up immediately after completing the work on each street. Excess asphalt left in the gutter or behind the curb will be picked up or swept up and removed from the job site. This will be done prior to beginning work on another street.
11. It will be the Contractor's responsibility to submit one physical copy and one digital copy of the inspections and tests to the Engineer. The following must be included in the reports: date, project title and number, name and signature of the inspector, date of inspection or sample, record of temperature and weather, date of test, identification of product and specifications section, location in project, type of test and observation regarding compliance with requirements.

UNDERCUT

Aggregate consisting of ABC stone shall be used for undercut of roadbed. Compaction shall conform to NCDOT Specifications. If the Engineer so determines that the existing roadbed material is unsuitable, the use of geo-grid with a tensile strength in accordance with NCDOT Specifications shall be used.

COMPACTION

Compact all material to a depth of 6" below the finished surface of the subgrade to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T-99 Method D, as modified by the NCDOT. Copies of these modified testing procedures are available upon request from the NCDOT Materials and Tests Unit.

Compact the subgrade at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. Dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

After uniformly compacting the mixture, grade to required shape and cross-slope. Deficient areas needing additional material should be scarified before the addition of material, then compacted to density requirements, and graded to required shape and cross-slope. The Engineer may, at his option, utilize nuclear methods, as described in the current NCDOT Nuclear Gauge Operators Manual, to determine density of the base in conjunction with the methods required above. Copies of this manual are available upon request from the NCDOT Material and Tests Unit.

CONSTRUCTION JOINTS

At the end of each day's construction, form a straight transverse construction joint by cutting back into the completed work to form a vertical face unless the road is to be opened to traffic. Build the base for large, wide areas in a series of parallel lines of convenient length and width meeting the approval of the Engineer. Form straight longitudinal joints at the edge of each day's construction by cutting back into the completed work to form a vertical face free of loose or shattered materials.

TOLERANCES

After final shaping and compacting of the base, the Engineer will check the surface of the base for conformance to the grade and typical section and will determine the base thickness. Construct the thickness of the base so that it is within a tolerance of plus or minus ½ inch (12.7 mm) of the base thickness required by the plans. Construct the base so that the maximum differential between the established grade and the base within any 50-foot (15-meter) section is ½ inch (12.7 mm).

TRAFFIC

Completed sections of the base may be opened when necessary to lightweight local traffic, provided the base has hardened sufficiently to prevent marring or distorting of the surface, and provided the curing is not impaired. Do not operate construction equipment on the base except as necessary to discharge into the spreader during paving operations.

MAINTENANCE

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

ADJUSTMENT OF STRUCTURES

All structures such as manholes/valves to be raised prior to overlay. Raise or lower all existing manholes/valves within the limits of the project to match the finished grade to within 1/4". Adjustments shall be made using an approved rapid-set grout, mortar, or concrete that will take full set and become load bearing within sixty minutes.

REBUILD SHOULDERS

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

LOAD LIMITS

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

TRAFFIC CONTROL

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

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

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

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

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

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

MOBILIZATION

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

QUALITY CONTROL

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

LOCATION OF PROJECT

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

BID SCHEDULE

NOTES

1. Bid shall include sales tax and all other applicable taxes and fees. Include tax listing for materials in payment request.
2. Town of Stallings, NC reserves the right to increase or decrease the work by 25 percent without affecting any change in unit bid prices.
3. Bidders must bid on all items in a section for a Complete Bid. Failure to do so may result in rejection of the bid.
4. All items shall be bid as constructed, complete, in-place and ready for use by the Town of Stallings upon acceptance of work by the Engineer and the Town of Stallings.

FY2023-2024 Town of Stallings Resurfacing Project					
NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	COST
1	1" Mill	1300	SY		
2	2" Mill	33300	SY		
3	3" Mill	2050	SY		
4	2" S9.5C Surface Course	3900	TN		
5	3" S9.5C Surface Course	350	TN		
6	Speed Bump with Chevrons	5	EA		
7	Lower/Raise Manholes	5	EA		
8	Remove & Replace Curb & Gutter	500	LF		
9	Maintenance of Traffic	1	LS		
10	Stop Bar Striping	15	EA		
11	Removal of Unsuitable Material	20	CY		
12	Backfill for Unsuitable Material	20	CY		
13	Mobilization	1	LS		
SUBTOTAL					
Contingency (20%)					
TOTAL BID AMOUNT					

N.C. License No.- _____

By: _____

Telephone No: _____

Name: _____

Fax No: _____

Title: _____

E-mail: _____

Company: _____

SEAL: (If Bid by Corporation)

Address: _____

Date: _____

BONDS AND CERTIFIED POWER OF ATTORNEY

(Attach Bond and Power of Attorney to this sheet)

INSURANCE CERTIFICATE

(Attach Certificate to this sheet)

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF: _____ COUNTY OF: _____

_____,
(Name) (Title) of,
_____, being first duly sworn, deposes and says that: (Contractor)

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

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

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

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

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

therewith;

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

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

By: _____ Date: _____

Title: _____

Sworn to and subscribed before me this _____ day of

_____, 20____

Notary Public

My commission expires _____

STATE/COUNTY SALES & USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/SUBCONTRACTOR: _____

PERIOD COVERED: _____

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

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

Signed: _____

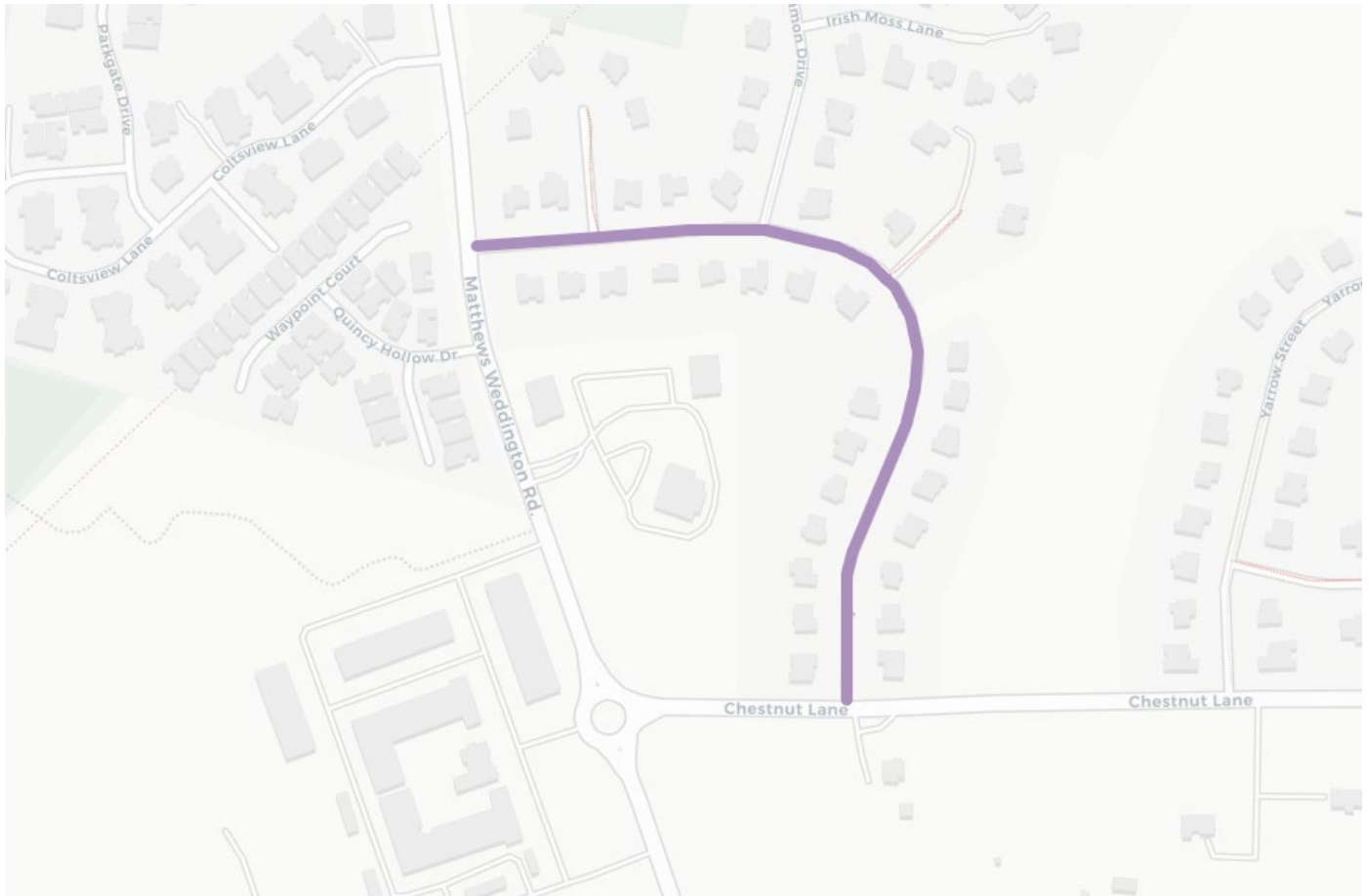
Title: _____

Exhibit A – Road List

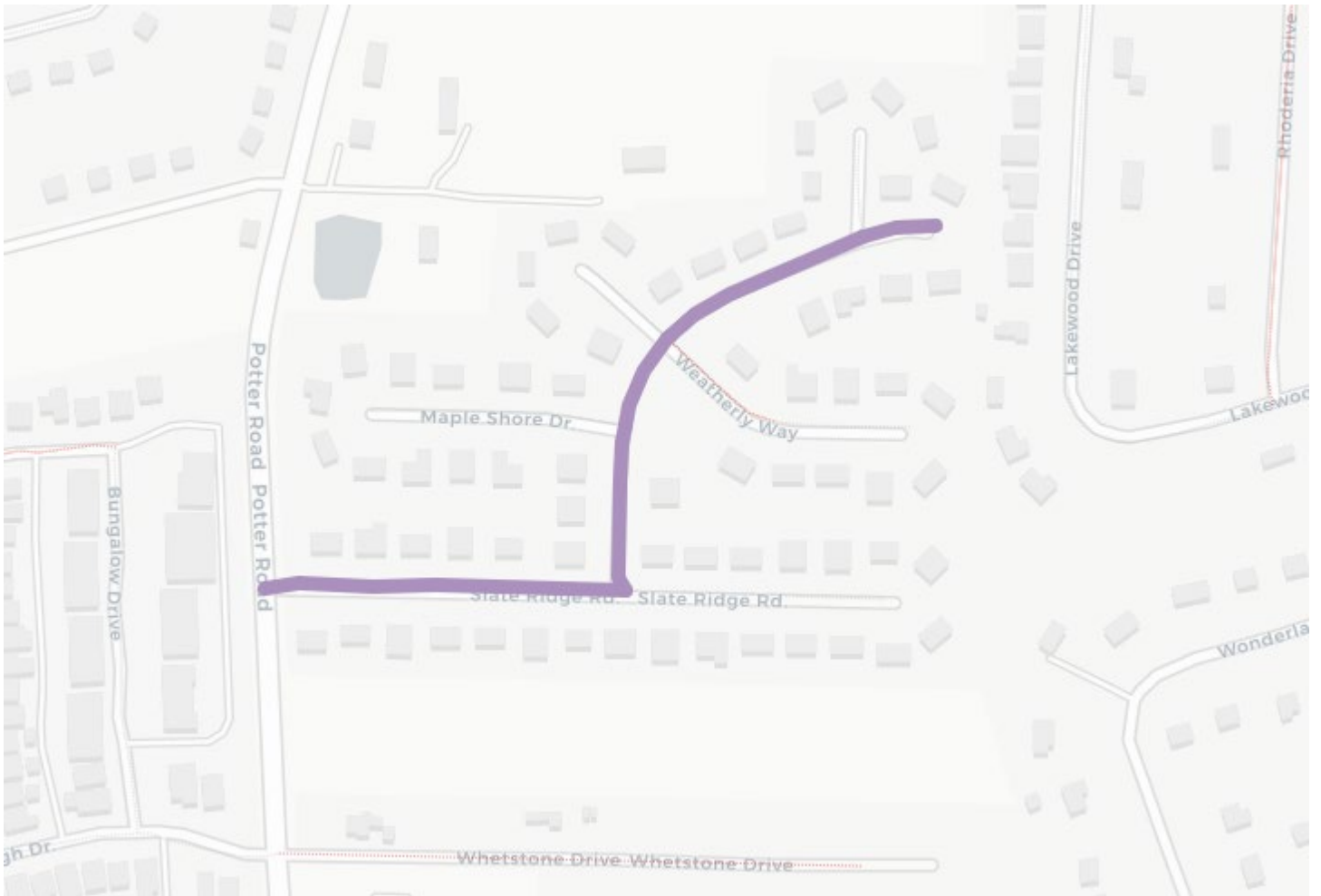
Item No.	Street Name	From	To	Subdivision	Length (FT)	Width (FT)	Area (SY)	Treatment
1	Strawberry Rd	Cinnamon Dr	Gladstone Ct	Chestnut	366	24	976	2" Mill and Overlay
2	Strawberry Rd	Matthews Weddington	Gladstone	Chestnut	274	24	731	2" Mill and Overlay
3	Strawberry Rd	Cinnamon	Amhurst	Chestnut	294	24	784	2" Mill and Overlay
4	Strawberry Rd	Amhurst	Chestnut	Chestnut	976	24	2603	2" Mill and Overlay
5	Redwood Dr	Cyprus	Hemlock	Country Woods East	1958	20	4351	2" Mill and Overlay
6	Tamarack Dr	Pepper Ann Ln	Meadowbrook Dr	Forest Park	363	20	807	1" Mill and 2" Overlay
7	Kidwelly Ln	Shannamara	Shannamara	Shannamara	1859	24	4957	2" Mill and Overlay
8	Abergele Ln	Shannamara	Shannamara	Shannamara	2421	24	6456	2" Mill and Overlay
9	Kidwelly Ln	Shannamara Dr	Balintoy Ln	Shannamara	685	32	2436	2" Mill and Overlay
10	Birchdale Ct	End of Curb	Pinecliff	Springhill	246	18	492	1" Mill and 2" Overlay
11	Birchdale Ct	Pincliff Ct	End	Springhill	197	18	394	2" Mill and Overlay
12	Stevens Mill Rd	Lawyers Rd.	Millbrook Ln	Stevens Mill	1141	32	4057	2" Mill and Overlay
13	Pine Pointe St	Slate Ridge	Maple Shore	Stonewood	297	24	792	3" Mill and Overlay
14	Pine Pointe St	Maple Shore	Weatherly	Stonewood	170	24	453	3" Mill and Overlay
15	Pine Pointe St	Weatherly	Apache	Stonewood	394	18	788	3" Mill and Overlay
16	Slate Ridge Rd	Pine Pointe St	Potter Rd	Stonewood	641	24	1709	2" Mill and Overlay
17	Pine Pointe St	Panache Dr	Cul-de-sac	Stonewood	131	16	598	2" Mill and Overlay
18	Lawrence Daniel Dr	Lawrence Daniel	Patch	Woodbridge	370	22	903	2" Mill and Overlay
19	Lawrence Daniel Dr	Patch	Steven Schultz	Woodbridge	370	22	903	2" Mill and Overlay
20	Lawrence Daniel Dr	Steven Schultz	Cul-de-sac	Woodbridge	335	18	924	2" Mill and Overlay
21	Steven Schultz Ln	Lawrence Daniels	Cul-de-sac	Woodbridge	121	18	496	2" Mill and Overlay

Exhibit B – Roadway Maps

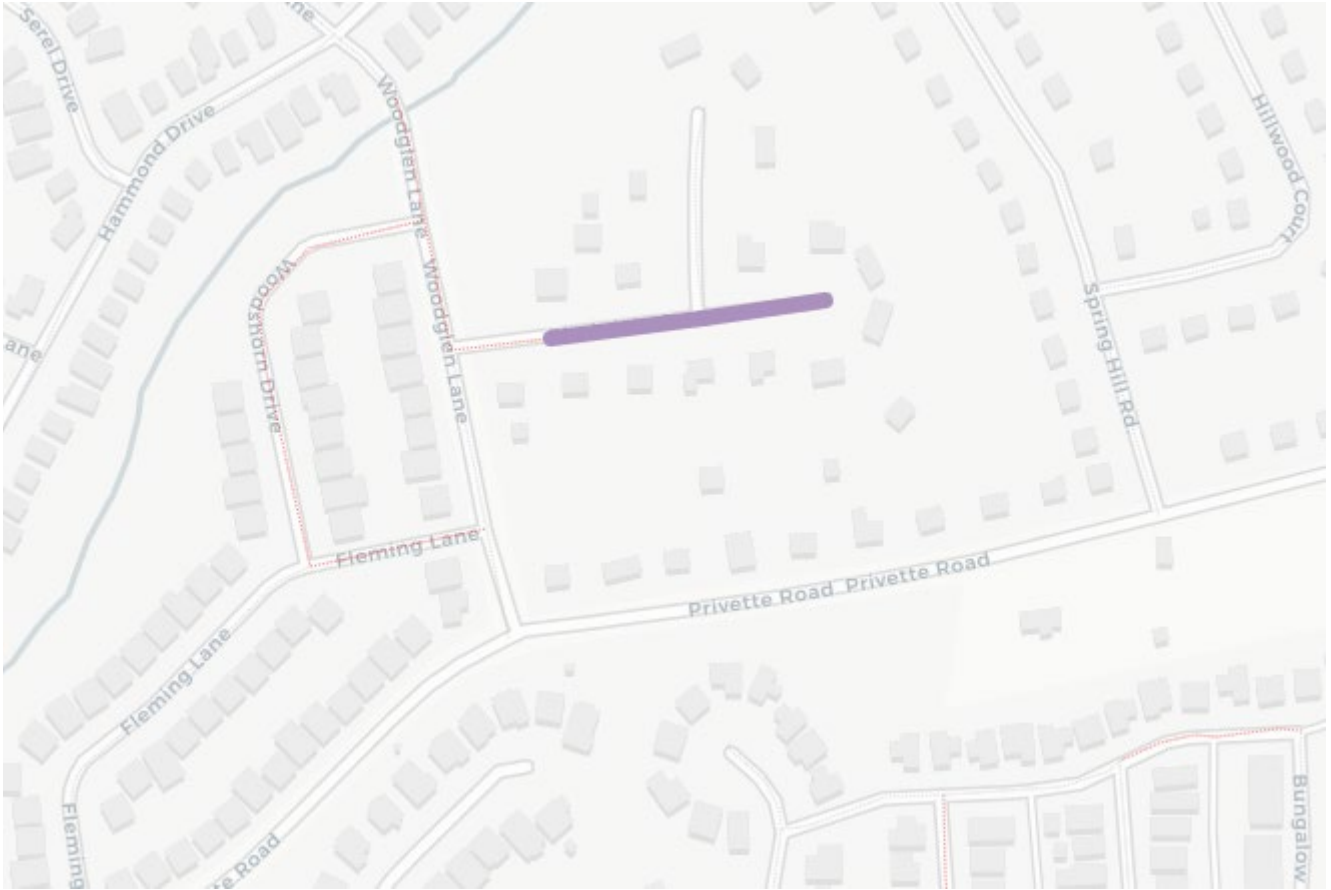
Strawberry Road – Chestnut Lane to Weddington Road



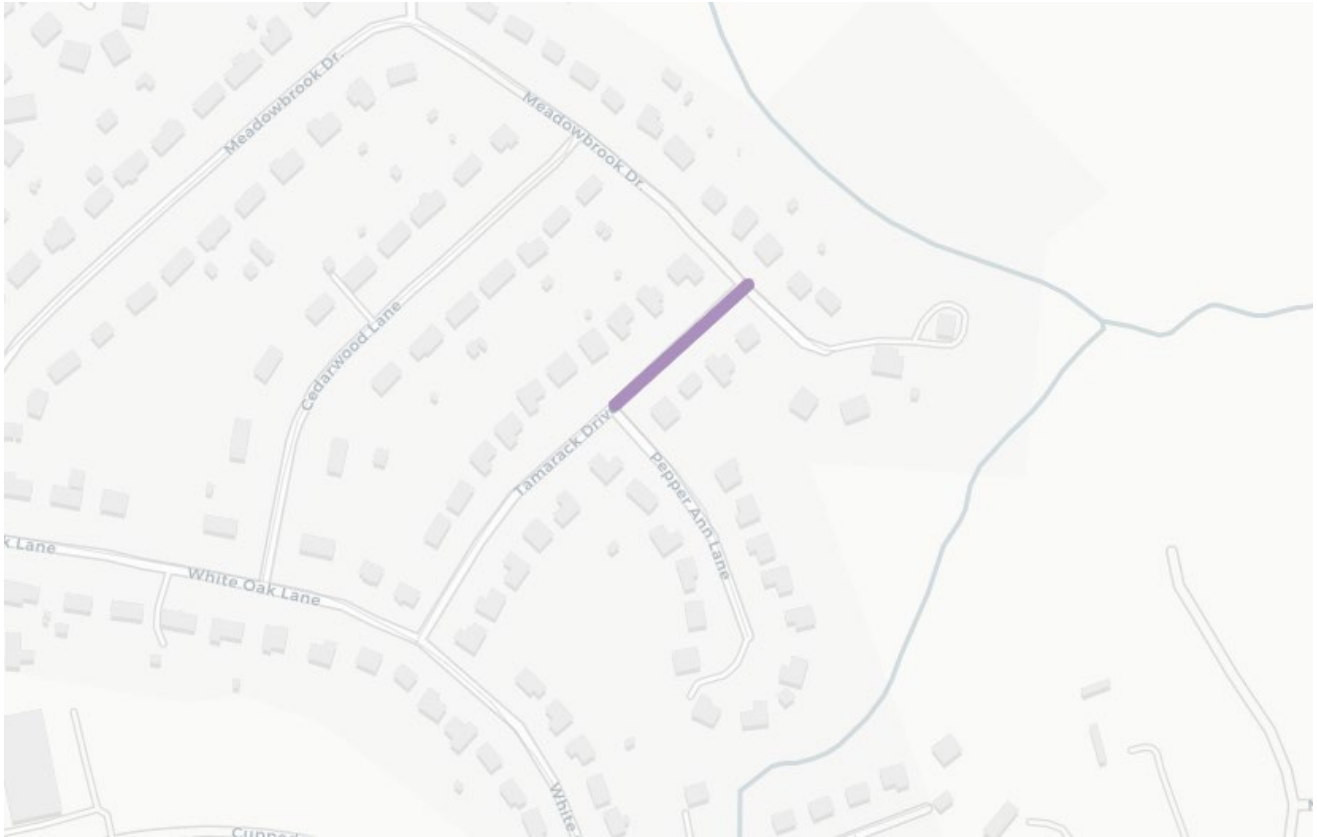
Slate Ridge Road – Potter Road to Pine Pointe St
Pine Pointe St – Slate Ridge Road to Cul-de-sac



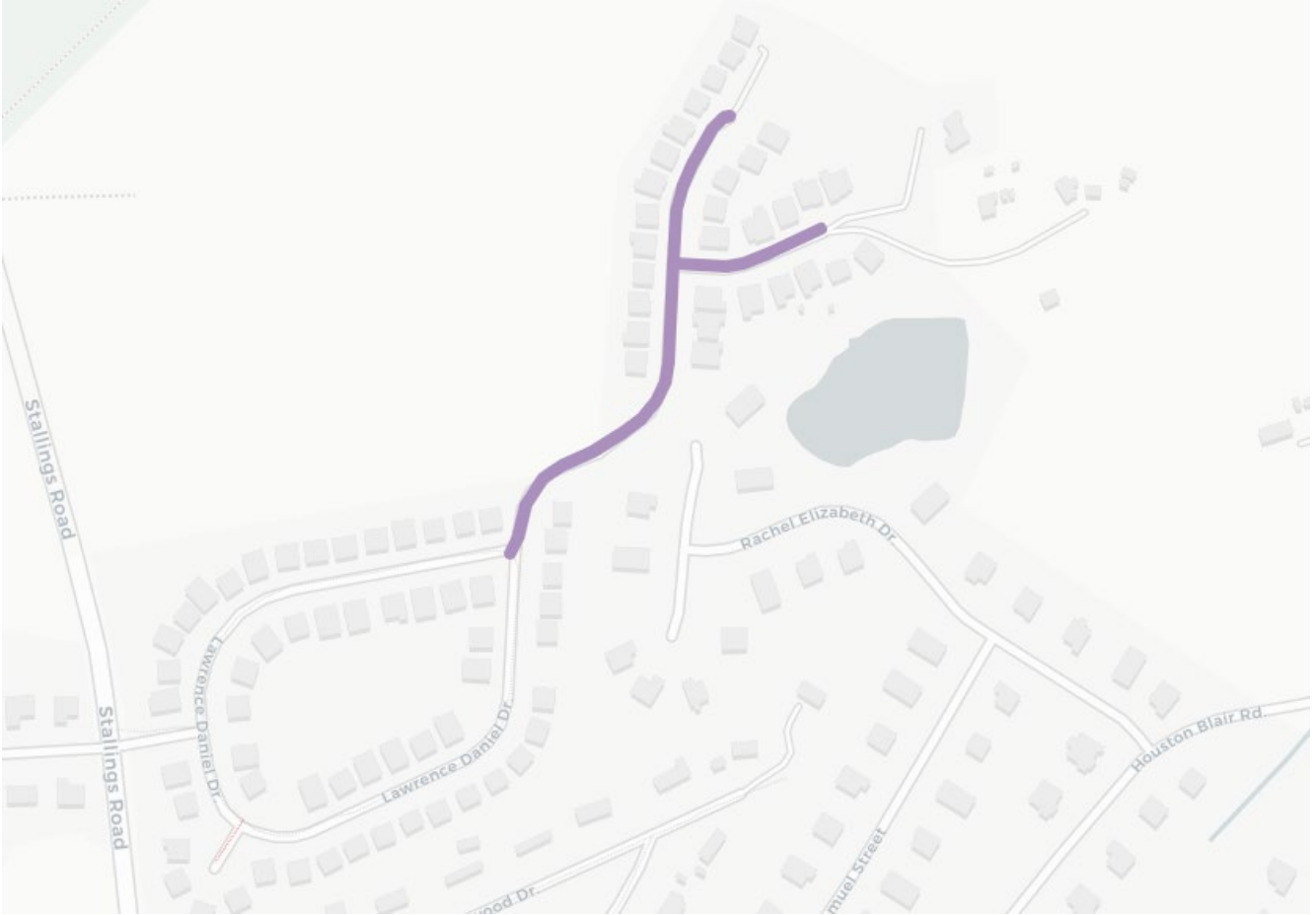
Birchdale Court – End of Curb to Cul-de-sac



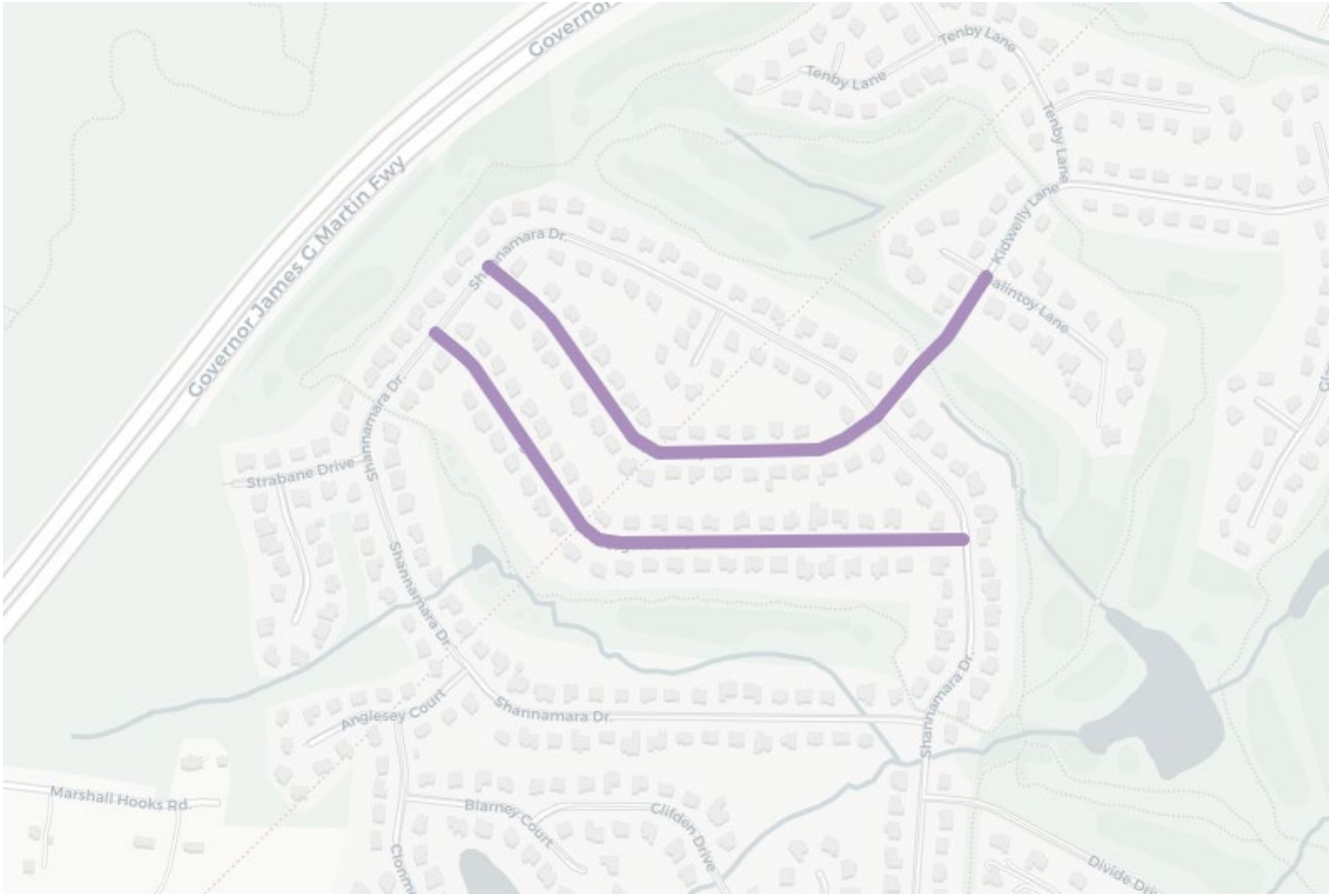
Tamarack Drive – Pepper Ann Lane to Meadowbrook Drive



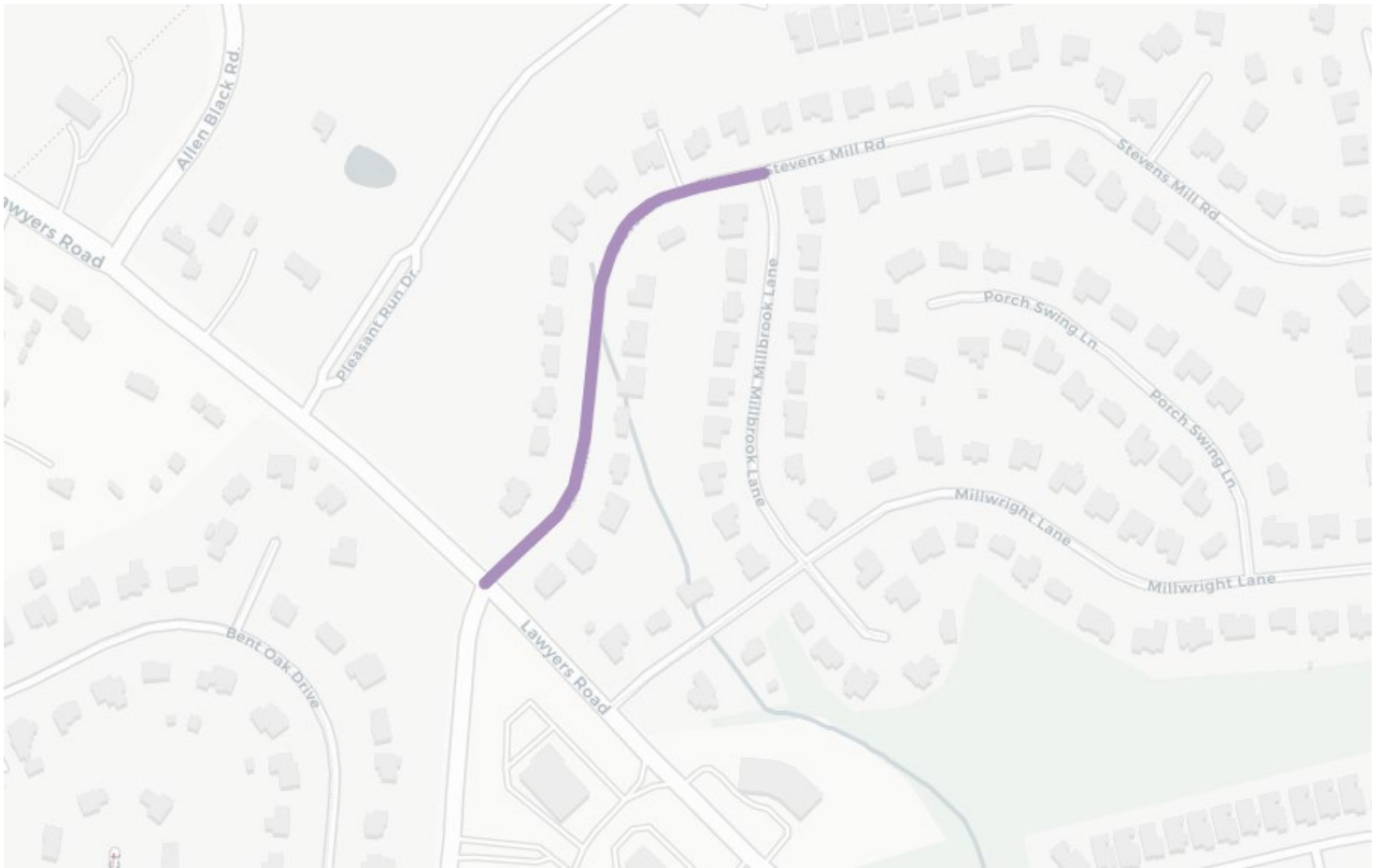
Lawrence Daniel Drive – Lawrence Daniel Drive to Cul-de-sac (minus patch)
Stevens Schultz Lane – Lawrence Daniel Drive to Cul-de-sac



Kidwelly Lane – Shannamara Drive to Balintoy Lane
Abergele Lane – Shannamara Drive to Shannamara Drive



Stevens Mill Road – Lawyers Road to Millbrook Lane



Redwood Drive – Cyprus Court to Hemlock Drive

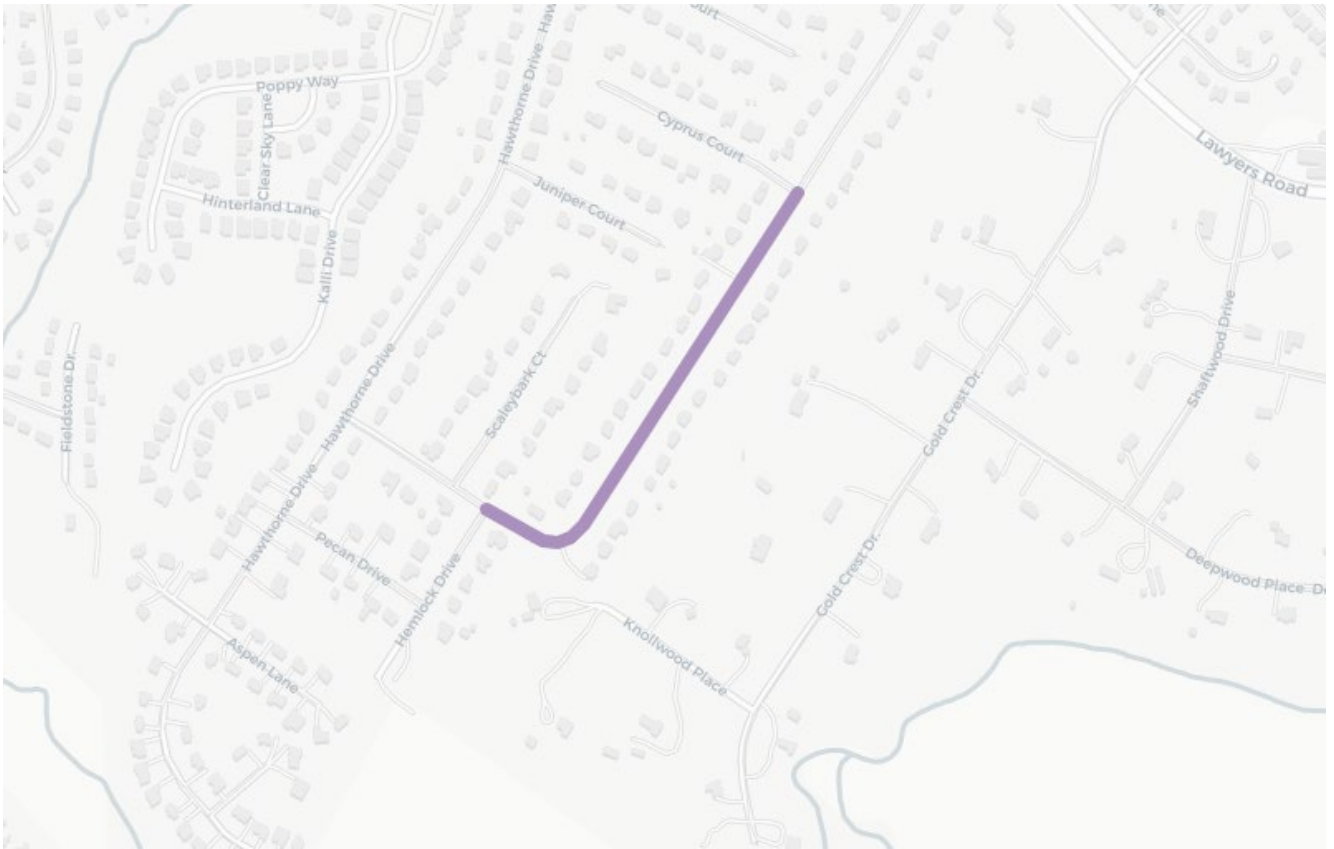
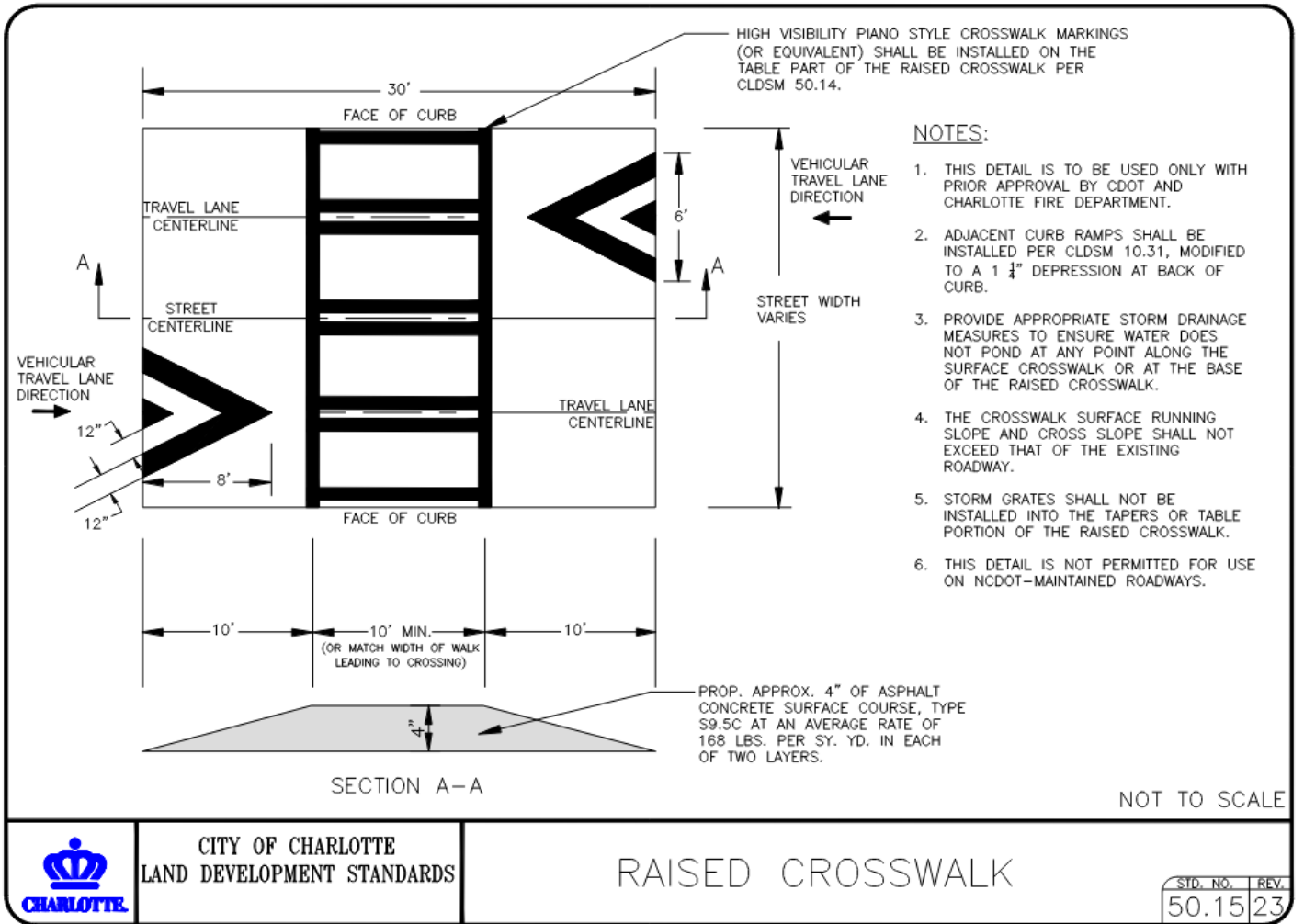


Exhibit C – Speed Bump Detail






PROJECT:		2024-2025 Town of Stallings Repair & Resurfacing Program															
BID TYPE:		Formal															
BID SUBMISSION DATE		Tuesday, August 27, 2024 at 2:00 pm															
		CONTRACTOR		J. T. Russell & Sons, Inc.		Red Clay Industries		B&N Grading Inc.		Ferebee Corporation		Truerock Construction, LLC		NJR Group, Inc		Blythe Construction Inc.	
Item	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
<i>Town of Stallings Roadways</i>																	
1	1" Mill	1,300	SY	\$2.50	\$3,250.00	\$8.00	\$10,400.00	\$1.91	\$2,483.00	\$13.10	\$17,030.00	\$14.00	\$18,200.00	\$4.50	\$5,850.00	\$4.00	\$5,200.00
2	2" Mill	33,300	SY	\$5.00	\$166,500.00	\$7.25	\$241,425.00	\$1.91	\$63,603.00	\$3.30	\$109,890.00	\$6.50	\$216,450.00	\$4.25	\$141,525.00	\$4.00	\$133,200.00
3	3" Mill	2,050	SY	\$7.50	\$15,375.00	\$8.25	\$16,912.50	\$1.91	\$3,915.50	\$4.50	\$9,225.00	\$19.50	\$39,975.00	\$8.50	\$17,425.00	\$5.00	\$10,250.00
4	2" S9.5C Surface Coarse	3,900	TN	\$125.00	\$487,500.00	\$132.00	\$514,800.00	\$166.88	\$650,832.00	\$118.00	\$460,200.00	\$145.00	\$565,500.00	\$135.00	\$526,500.00	\$100.00	\$390,000.00
5	3" S9.5C Surface Coarse	350	TN	\$125.00	\$43,750.00	\$132.00	\$46,200.00	\$166.88	\$58,408.00	\$118.00	\$41,300.00	\$150.00	\$52,500.00	\$135.00	\$47,250.00	\$125.00	\$43,750.00
6	Speed Bump with Chevrons	5	EA	\$3,500.00	\$17,500.00	\$4,500.00	\$22,500.00	\$6,880.00	\$34,400.00	\$8,500.00	\$42,500.00	\$10,500.00	\$52,500.00	\$6,500.00	\$32,500.00	\$4,500.00	\$22,500.00
7	Lower/Raise Manholes	5	EA	\$1,100.00	\$5,500.00	\$450.00	\$2,250.00	\$700.00	\$3,500.00	\$2,000.00	\$10,000.00	\$1,600.00	\$8,000.00	\$1,500.00	\$7,500.00	\$1,800.00	\$9,000.00
8	Remove & Replace C&G	500	LF	\$50.00	\$25,000.00	\$45.00	\$22,500.00	\$82.00	\$41,000.00	\$80.00	\$40,000.00	\$95.00	\$47,500.00	\$90.00	\$45,000.00	\$100.00	\$50,000.00
9	Maintenance of Traffic	1	LS	\$60,000.00	\$60,000.00	\$15,850.00	\$15,850.00	\$18,800.00	\$18,800.00	\$60,000.00	\$60,000.00	\$13,500.00	\$13,500.00	\$90,000.00	\$90,000.00	\$30,000.00	\$30,000.00
10	Stop Bar Striping	15	EA	\$300.00	\$4,500.00	\$350.00	\$5,250.00	\$150.00	\$2,250.00	\$180.00	\$2,700.00	\$250.00	\$3,750.00	\$350.00	\$5,250.00	\$300.00	\$4,500.00
11	Removal of Unsuitable Material	20	CY	\$90.00	\$1,800.00	\$80.00	\$1,600.00	\$22.00	\$440.00	\$150.00	\$3,000.00	\$350.00	\$7,000.00	\$25.00	\$500.00	\$85.00	\$1,700.00
12	Backfill for Unsuitable Material	20	CY	\$130.00	\$2,600.00	\$80.00	\$1,600.00	\$88.00	\$1,760.00	\$150.00	\$3,000.00	\$500.00	\$10,000.00	\$25.00	\$500.00	\$130.00	\$2,600.00
13	Mobilization	1	LS	\$43,000.00	\$43,000.00	\$34,532.00	\$34,532.00	\$1,200.00	\$1,200.00	\$39,935.00	\$39,935.00	\$54,000.00	\$54,000.00	\$50,000.00	\$50,000.00	\$37,000.00	\$37,000.00
	Subtotal				\$876,275.00		\$935,819.50		\$882,591.50		\$838,780.00		\$1,088,875.00		\$969,800.00		\$739,700.00
15	20% Contingency	1	LS	\$175,255.00	\$175,255.00	\$187,163.90	\$187,163.90	\$176,518.30	\$176,518.30	\$167,756.00	\$167,756.00	\$217,775.00	\$217,775.00	\$193,960.00	\$193,960.00	\$147,940.00	\$147,940.00
	Total Bid Amount				\$1,051,530.00		\$1,122,983.40		\$1,059,109.80		\$1,006,536.00		\$1,306,650.00		\$1,163,760.00		\$887,640.00

This is to certify that the bids herein were publicly opened and read aloud at 2:05 pm on August 27, 2024 in the Conference Room of Stallings Town Hall at 315 Stallings Rd. Stallings, NC 28104.

Corrected Amount

Witnessed by: 
 Justin Russell
 Associate Engineer



MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Eunice Donnelly, Parks & Recreation Director
Date: September 9th, 2024
RE: **Blair Mill Disc Golf Course Renovations with Leftover Arbor Funds**

Background/History:

At the start of 2024, the Parks and Recreation Department sought funding through a grant to renovate the 18-hole disc golf course at Blair Mill Park. Although the project did not receive the grant, the need for repairs remains critical.

In 2023-2024, the Parks and Recreation Department partnered with a local contractor to salvage, refinish, and preserve some of the wooden planks. This proactive approach ensured easier future maintenance and resulted in lower project costs than anticipated. As a result, the department now has a \$50,000 surplus from the funds initially allocated for arbor replacement at Stallings Municipal Park. A portion of these funds can fully cover the necessary upgrades to the Blair Mill Disc Golf Course, with additional funds remaining. The department has been collaborating with local disc golf enthusiasts, including Charlotte Disc Golf Club and Porter Ridge Disc Golf Club, to develop a renovation plan that will enhance the course and benefit both the Town of Stallings and the broader community.

Proposal:

In our proactive approach, we have collaborated with local disc golf enthusiasts, including the Charlotte Disc Golf Club and Porter Ridge Disc Golf Club. Together, we have developed a comprehensive renovation plan designed to address the key concerns expressed by the community.

These include:

- **Flooding Issues:** Upgrades will include improved drainage solutions to mitigate flooding, ensuring the course remains playable year-round.
- **Signage:** We will install updated, clear, and accessible signage to guide players and enhance the overall experience.
- **Accessibility:** The renovations will focus on making the course more accessible to players.

Project Benefits: The renovation of the Blair Mill Disc Golf Course will bring numerous benefits to the Town of Stallings and its residents:

1. **Lower Maintenance Costs:** By addressing key infrastructure issues now, we can reduce the long-term maintenance costs associated with the course.
2. **Versatile Play:** The course will be suitable for both group and solo play, encouraging a wider range of community members to participate.

3. **Enhanced Community Engagement:** The upgraded course will serve as a hub for community activities, fostering engagement and offering new opportunities for social interaction.
4. **Increased Accessibility:** With improvements focused on accessibility, more players will be able to enjoy the course, regardless of physical ability.
5. **Welcoming Design:** The course will feature a design that is inviting to beginners, making disc golf more approachable for newcomers.
6. **Expanded Play Opportunities:** The renovation will expand play options, with a layout that supports both casual and competitive play.
7. **Strategic Integration of Wooded Areas:** The design will integrate more wooded areas, preserving open space for potential future development.

Scope of Renovations: The proposed renovations will include the following key elements:

- **Transition from 18 Holes to 11:** The course will be reconfigured to 11 holes with dual tees, effectively creating 22 holes to enhance the playing experience.
- **Creation of New Fairways:** We will design and develop new fairways that offer varied challenges and maintain the natural beauty of the park.
- **Installation of 11 New Baskets with Locks:** Durable, secure baskets will be installed to ensure the longevity of the course.
- **Pouring and Relocating Teepads:** Teepads will be strategically poured and relocated to optimize player flow and course difficulty.
- **Updated Signage:** Modern, clear signage will be installed to guide players and enhance accessibility.

The renovation of the Blair Mill Disc Golf Course is not just an upgrade; it is an investment in the future of our community. By reallocating \$35,000 of the \$50,000 surplus funds, we can address critical concerns, reduce long-term costs, and enhance the recreational opportunities available to all residents of Stallings. This project represents a collaborative effort that reflects the values of our town, and I recommend the Council approve the reallocation of funds to bring this plan to fruition.

*** Attached are letters of support for the project from Local Community Groups*

Requested Actions:

- 1) To Approve/Deny the Parks and Recreation Department's request to reallocate \$35,000 of the \$50,000 originally approved for arbor replacement to fund the Blair Mill Disc Golf Course renovations.

Porter Ridge Disc Golf Club

Blair Mill Park

Dear Stallings Parks and Recreation,

We are so excited to hear that Blair Mill Park is being redesigned to fix some of the problems such as flooding of fairways and teepads. The new course would help our club because right now we claim Blair Mill as our "home course" as it is very close to our surrounding neighborhoods. This course has boomed in the past when it is in good conditions because it is a beginner course and allows new players to practice and get better before playing bigger and more difficult courses. It would also help improve our club because it could teach us how to take care of a course. We would make sure to keep the park clean and in the best shape possible with the tools that we have as a club. It would be huge for the disc golf community to have another nice course in close proximity because, for some people, the nicer parks can be a 30-45 minute drive. It would also be interesting to learn about the process of designing a course and our club would love to help in any way we can. We also might have a few ideas for the redesign of the course. We are so excited to see what's to come in the future for Blair Mill Park.

Thank you so much for your time,



Gabe Harvey

President of Porter Ridge Disc Golf Club



Carson Kakow

Vice President of Porter Ridge Disc Golf Club



Jonathan Saffles

Advisor of Porter Ridge Disc Golf Club



To Whom it may concern,

I am writing this letter of support regarding the Disc Golf Course at Blair Mill Park in Stallings, N.C.

Charlotte is known as the “Mecca of Disc Golf”; one of the top destinations for Disc Golf in the World. (<https://udisc.com/places>) One of the reasons for this notoriety and reputation is the variety and quality of disc golf courses in and around Mecklenburg County. We are well known for our professional and advanced level courses that have hosted numerous World Championships *1986, 1997, 2012, 2018 and the Pro Tour Championships 2019-2024. We are just as well known for the variety of smaller courses we offer to a full range of skill levels.

The disc golf course at Blair Mill Park has been vital to the growth of disc golf in Charlotte. Blair Mill Disc Golf Course is geared towards recreational and beginners while also being a destination for families looking for activities for all ages. We have similar level courses in North, South and West Charlotte. Blair Mill services players in the Eastern part of Charlotte. It is also used during the Charlotte Course Championship which is a 10 week league event pitting players representing 16 different Charlotte area courses against each other.

Our beginner level courses are some of our most used courses. Thousands of players travel to Charlotte to play recreationally and competitively. Eastway Park in Central Charlotte has a set of tees for beginners along with their advanced level course. Players from all 50 states plus D.C. and 16 countries played at Eastway in 2023. This is a similar story for all of the courses in our region.

We are grateful for the ability to utilize such a great park and property to continue to grow disc golf through Blair Mill Park’s disc golf course.

Thank you,

Mark Huether
Director of Operations – Charlotte Disc Golf Club
markhuether@yahoo.com
704-728-3212
www.charlottedgc.com



PARKS & REC
TOWN of STALLINGS

ARBOR REPLACEMENT SURPLUS FUNDS

EUNICE DONNELLY
PARKS AND RECREATION DIRECTOR

BACKGROUND

In '23-'24 Council Approved a Phased Approach for the Park Arbor Replacement.

- \$50,000 was allocated in '24-'25 towards Phase 2 of Arbor Replacement.
- Project was Finished early July with Carryover Funds from Phase 1.



CURRENTLY

The Parks Department partnered with a local contractor to salvage, refinish, and preserve wooden planks, ensuring future maintenance.

This resulted in a surplus of \$50,000.



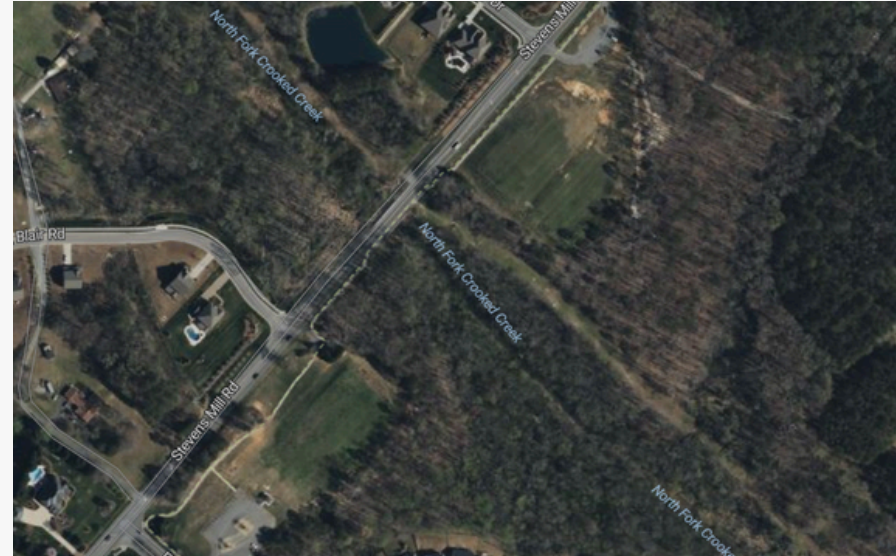


Blair Mill Disc Golf Course

The Parks Department proposes investing \$35,000 of surplus funds into vital renovations at Blair Mill Park's 18-Hole Disc Golf Course. This upgrade will enhance the course's quality, increase its appeal to both new and seasoned players, and ensure it remains a premier recreational asset for our community.



BLAIR MILL PARK DISC GOLF COURSE BACKGROUND



2009

Council Adopted "Fair Haven"
Park



2011

Fair Haven Park Opened to the
Public



2012

Fair Haven Park renamed to Blair
Mill Park.

- Development of 18 Hole Disc
Golf Course Completed

CURRENT COURSE

Since the Disc Golf Course opened in 2012, there have been problems with flooding, signage, and maintenance. The extra funds will be used to fix these issues.



CURRENT COURSE FEEDBACK

★☆☆☆☆ Wed, Nov 17, 2021

I'd say this is the worst course in Charlotte

★★★☆☆ Sat, Jul 1, 2023

Hole 6 unplayable, signs could be better. Teepad too short.

★★★☆☆ Sun, Nov 12, 2023

Signage could be better. It took a little bit of figuring to find way to 11, not connected to front 10. Also, not very good drainage, so playing after a rain is not ideal with flooding around several pads or muddy/slick pads. Overall, a good and short beginner course to do with the family.

★☆☆☆☆ Sat, Jan 20, 2024

This park looks abandoned. Signaling is confusing and you really need to use the app to find some tees. Not coming back.

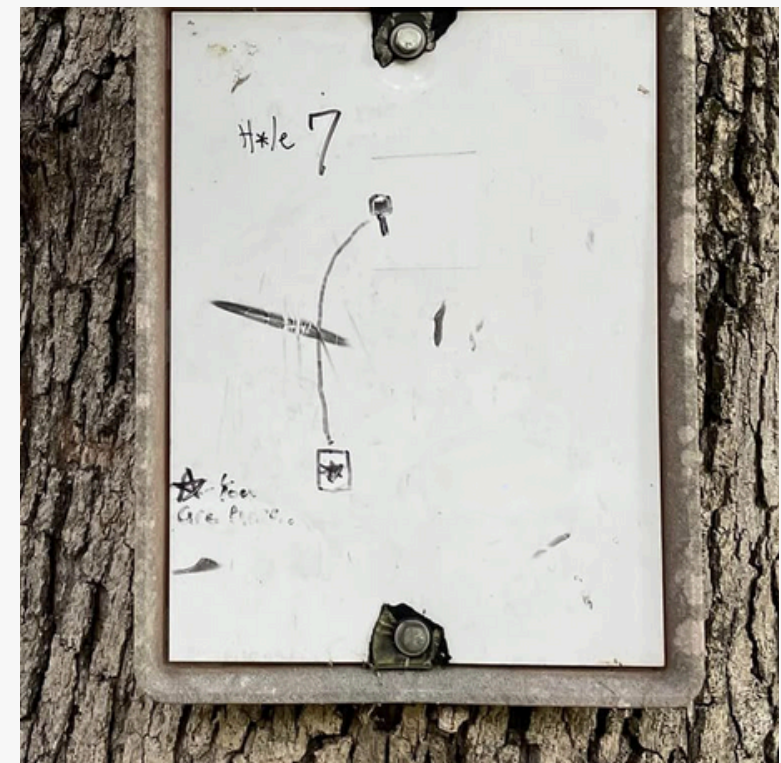
★☆☆☆☆ Mon, Mar 18, 2024

Even during drought it manages to stay flooded

★★★☆☆ Thu, May 23, 2024

it's a fun short course, but getting from 10 to 11 is difficult 🤦🏻

COURSE ISSUE EXAMPLES



WHAT DOES THE COST COVER?

- Transition from 18 holes to 11, with dual tees (effectively 22 holes)
- Creation of new fairways
- Installation of 11 new baskets with locks
- Pouring and relocating teepads
- Updated signage



BENEFITS OF PROJECT PROPOSED

- Lower maintenance costs in the long term
- Suitable for both group and solo play
- Enhances community engagement and opportunities
- Increased accessibility for all players
- Welcoming design for beginners
- Expands play opportunities for everyone
- Strategically integrates more wooded areas, preserving open space for future development



PROPOSAL RECEIVED STRONG COMMUNITY SUPPORT

- **Charlotte Disc Golf Club**

- Mark Huether, Director of Operations, has collaborated closely with our department to design a course that will benefit a diverse range of community members in Stallings and surrounding areas who regularly enjoy the current course.

- **Porter Ridge Disc Golf Club**

- President Gabe Harvey, along with his students, has not only penned a letter of support for the course upgrades but also committed to assisting with ongoing maintenance and improvements.



REQUESTED ACTION

Council approval is requested to reallocate \$35,000 of the \$50,000 originally designated for arbor replacement to fund renovations at the Blair Mill Disc Golf Course.





MEMO



To: Mayor and Council
Via: Alex Sewell, Town Manager
From: Dennis Franks, Chief of Police
Date: September 4, 2024
RE: Public Safety Camera System

Purpose: This memo recommends purchasing a public safety camera system to enhance community safety, operational efficiency, and increase crime-solving capabilities.

Background: The Stallings Police Department, to meet our mission of, “Providing exceptional service, through responsive, proactive policing...” is requesting to move forward with installing public safety cameras at five strategic locations within the Town limits. This system utilizes high-resolution cameras to store vehicles and suspect information only accessible by the Stallings Police Department. The stored information empowers officers with the capability to enter specific search parameters, enabling them to rapidly and accurately determine if suspects or suspect vehicles have passed through our monitored locations. This advanced system serves as a pivotal tool in our arsenal, significantly enhancing our ability to investigate crimes both within our town and in the surrounding areas. By leveraging this state-of-the-art technology, our officers can expedite the investigative process, connect the dots more efficiently, and ultimately bring perpetrators to justice more effectively. This system not only bolsters our crime-solving capabilities but also serves as a proactive measure, deterring criminal activities by signaling our commitment to maintaining a safe and secure community

Recent incidents and geography, in our town, have underscored the need for improved monitoring capabilities. In the last three years, the SPD has responded to multiple armed robberies and a bank robbery where the suspect(s) left the area in a vehicle. Additionally, Stallings sits near two interstate on/off ramps, US 74, and the Monroe Expressway cuts through the town. Sometimes crime will occur in town, and by the time an officer is dispatched, the suspects have departed, often quickly getting onto the interstate. This system would allow us to take either vehicle descriptions, suspect descriptions, or license plate information and search the database of vehicles that have traveled through the designated locations.

Proposal:

We propose investing in the Verkada public safety camera system. Key features of this system include:

- **High-Resolution Cameras:** Ensure clear, detailed images, which aid in accurate incident analysis and evidence collection.
- **Cloud Storage:** Secure and accessible data storage for easy retrieval and management. The system allows for 30 days of archived footage without the need to save video. The saved footage has unlimited retention.

- **Advanced Analytics:** This system allows us to upload images, vehicle information, and license plates and use this information to identify vehicles or suspects that travel through monitored locations.

Benefits:

- **Enhanced Security:** This system has the ability for SPD to conduct real-time monitoring and high-quality footage will significantly improve our ability to respond to and investigate incidents, increasing overall safety.
- **Deterrence:** Visible cameras function as a deterrent to potential criminals, reducing the likelihood of offenses.
- **Operational Efficiency:** Automated features and analytics will allow for streamlining investigation, allowing for greater incident solvability. The proposed system also includes simplicity in the addition of additional equipment and/or sites.
- **Community Trust:** This system is an extension of our community video partner program, where we will be partnering with businesses to install cameras on their property, near public rights-of-way, which assists in showing our commitment to community safety, fostering trust and cooperation between citizens and law enforcement.
- **Inter-departmental partnership:** This system offers significant potential for expansion, particularly within our parks and greenways. The Department is eager to eventually collaborate with the Parks and Recreation Department to enhance safety and security by adding cameras to specific areas. Implementing this system in our parks and greenways would have several key benefits to our community, particularly safeguarding citizens.

Cost and Budget:

The total cost for the proposed system is \$86,254 (including tax). This price includes installation, maintenance, equipment, and licensing. The agreement covers 10 years, with no additional costs. The SPD researched similar systems used by surrounding departments. Similar systems in our area had costs estimated at \$300,000 for the same time frame. I also request a 5% contingency of \$4300 in case of any unforeseen issues arise.

This product has no bidding requirement as it is defined as a “sole source” product. The sole source procurement method is used in this case due to the unique technology and cost benefits offered by Verkada, along with the absence of viable alternatives. The servicing of this product, installation, and licensing make up more than 50% of the cost. There are no statutory requirements for service contracts, but an informal bidding process is required by Town policy. Due to the fact the vendor is also the authorized service and sales agent of this product I am requesting the Town to waive the policy on informal bidding for the service portion of this purchase.

Requested action:

We recommend approving the purchase of this camera system to address current deficiencies and meet the evolving needs of our community. This system will significantly bolster our ability to maintain safety and order, benefiting all residents. The Department is requesting to use asset forfeiture funds to pay for the initial system. It should be noted that asset forfeiture funds are restricted funds for the Department to use toward specific police department-related projects.



MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Jessie Williams, Finance Officer
Date: September 3, 2024
RE: **Amended Budget Ordinance No. 5**

Per the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* dated March 2024, permissible uses of these funds include law enforcement equipment. As such, the Town of Stallings Police Department would like to utilize these funds for the purchase of a camera system.

An amended budget ordinance in the amount of \$85,150 is necessary to appropriate the funds needed.

Requested Action

Adoption of attached Amended Budget Ordinance 5

AMENDED BUDGET ORDINANCE – NO. 5
TOWN OF STALLINGS, NORTH CAROLINA
FISCAL YEAR 2024-2025

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

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<u>General Fund:</u>				
<u>Revenue Budget</u>				
Fund Balance Appropriation - Drug Forfeiture	10-99-3991-620	\$ 85,150	\$ -	\$ 85,150
<u>Expense Budget - Police</u>				
Capital Outlay	10-10-4310-099	\$ 85,150	\$ 85,986	\$ 171,136

Explanation: To appropriate General Fund Drug Forfeiture fund balance for the Public Safety camera system.

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

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

ADOPTED this the 9th day of September 2024.

Wyatt Dunn, Mayor

Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC