



**November 8, 2021**  
 Stallings Government Center  
 321 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://www.stallingsnc.org)

## Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	<b>Invocation</b> <b>Pledge of Allegiance</b> <b>Call the Meeting to Order</b>	Wyatt Dunn, Mayor	NA
	7:05 p.m.	<b>Public Comment</b>	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	<b>Consent Agenda</b> <b>A. Minutes from the following meetings:</b> <b>(1) 09-20-2021 – closed</b> <b>(2) 09-24-2021 – closed</b> <b>(3) 09-27-2021</b> <b>(4) 10-07-2021 – special</b>	Wyatt Dunn, Mayor	<b>Approve Consent Agenda</b> <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i>  <b>Motion:</b> I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____
2.	7:17 p.m.	<b>Reports</b> <b>A. Report from Mayor</b> <b>B. Report from Council Members/Town Committees</b> <b>C. Report from Town Manager/Town Departments</b>	Council and Staff	NA
3.	7:45 p.m.	<b>Agenda Approval</b>	Wyatt Dunn, Mayor	<b>Approve agenda as written.</b> <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i>  <b>Motion:</b> I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____
4.	7:50 p.m.	<b>RZ 21.08.06 – 132 Stallings Rd</b> <b>Re-Zoning from TC to SFR-1</b> <i>This item was deferred from Sept. 27.</i> <b>A. Re-open Public Hearing</b> <b>B. Information from Staff</b> <b>C. Public Hearing</b> <b>D. Close Public Hearing</b> <b>E. Council Vote</b>	Matthew West, Planning Technician	Approve/Deny request

5.	8:05 p.m.	<b>CZ21.04.01 – CZ – Ag – Wilson</b> <i>This item was deferred from Sept. 27.</i>  <i>This is a request to resume the public hearing on this item at the November 22, 2021 Council Meeting.</i>	Matthew West, Planning Technician	Approve/Deny request
6.	8:10 p.m.	<b>Landscaping Contract</b>	Brian Price, Public Works Director	Approve/Deny contract
7.	8:20 p.m.	<b>Parks and Recreation Committee Application Consideration</b>	Wyatt Dunn, Mayor	Consider application for appointment with term ending 03-31-2023.
8.	8:25 p.m.	<b>Closed Session pursuant to NCGS 143-318.11(a)(5) regarding Parcel 07126007A; 2725 Old Monroe Road, Stallings, NC</b>	Wyatt Dunn, Mayor	Recess into closed session
9.	8:45 p.m.	<b>Adjournment</b>	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 September 27, 2021, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Those absent were: Mayor Wyatt Dunn.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Assistant Chief James Perry; Matthew West, Planning Technician; Bo Conerly, Interim Town Engineer; Ashley Platts, Parks and Recreation Director; and Mac McCarley, Planning Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Pro Tempore Lynda Paxton welcomed everyone to the meeting and Council Member Richardson delivered the invocation. Mayor Dunn then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Robert Ragon, wanted to discuss property taxes and make people aware of the disparities in property taxes and acreage. He requested that as Council looked at high density development keep property taxes in mind.

Joyce Rubert, 3026 Fresia Place, thanked the Council and Kolleen Dickson for mowing the grass on Old Monroe Road. However, she stated she was upset that Mr. Moser had not mowed that property since. Ms. Rubert also did not feel one strip on each side of sidewalks on Old Monroe Road was enough to enjoy the sidewalk. She also thanked Interim Town Engineer Bo Conerly for keeping her up to date.

1. Consent Agenda
  - A. Country Woods/Scaleybark Traffic Calming Devices
  - B. NCLM Letter Approval

Council Member Scholl made the motion to approve the Consent Agenda as presented. The motion passed unanimously after a second of Council Member Richardson.

2. Agenda Approval

Mayor Pro Tem Paxton suggested the following changes:

- Adding Agenda Item 8.A., *Emergency Vehicles Purchase*
- Removing Agenda Items 4.E. and 4.F., *RZ 21.08.05 – 5741 Stevens Mill Rd and RZ 21.08.06 – 132 Stallings Rd*
- Remove Agenda 6, *Union West Business Park (Ayers) (per Council Member Ayers)*

Council Member Richardson made the motion to approve the Agenda with the above listed changes. Council Member Grooms seconded the motion to which Council supported unanimously.

3. CZ21.04.01 – CZ – Ag - (Deferred from 08-09-2021)

*The applicant requested to defer this item until a later date to be determined.*

Council Member Richardson made the motion to defer this item until a future date to be determined. The motion was passed unanimously after a second from Council Member Ayers.

4. Re-Zonings from MU-2 to SFR-1

Mayor Pro Tem Paxton opened the public hearing. Planning Technician Matthew West presented the Staff Report for Agenda Items 4.A.-D. This Staff Report is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of these requests.

Bob Rehealey, 5950 Stevens Mill Road co-owner, was very shocked about rezoning. He thought his property got thrown in with another rezoning. He was just requesting the property zoning back like it was originally. He did not feel there was any reason that residents should suddenly change to MU.

Eric Duncan, 5749 Stevens Mill Road, moved there before Stallings was incorporated and bought his property in 1999. He would like it to be rezoned back the way it was. He was happy where they were and would like to stay there.

Mayor Pro Tem Paxton closed the public hearings

A. RZ 21.08.01 – 5950 Stevens Mill Rd

Council Member Scholl made the motion to approve RZ 21.08.01 – 5950 Stevens Mill Rd. Council Member Ayers seconded the motion which was passed unanimously by Council.

The Statement of Consistency and Reasonableness - RZ 21.08.01 – 5950 Stevens Mill Rd was read into the record by Council Member Richardson. The motion was made by Council Scholl to approve the Consistency and Reasonableness - RZ 21.08.01 – 5950 Stevens Mill Rd to which Council Member Ayers seconded. Council supported the motion unanimously. The Statement of Consistency and

Reasonableness - RZ 21.08.01 – 5950 Stevens Mill Rd is attached to these minutes and therefore incorporated herein.

B. RZ 21.08.02 – 5916 Stevens Mill Rd

Council Member Grooms made the motion to approve RZ 21.08.02 – 5916 Stevens Mill Rd.

Council Member Ayers seconded the motion which was passed unanimously by Council.

The Statement of Consistency and Reasonableness - RZ 21.08.02 – 5916 Stevens Mill was approved unanimously by Council after a motion by Council Member Grooms and a second by Council Member Richardson. The Statement of Consistency and Reasonableness - RZ 21.08.02 – 5916 Stevens Mill Rd is attached to these minutes and therefore incorporated herein.

C. RZ 21.08.03 – 5912 Stevens Mill Rd

Council Member Ayers made the motion to approve RZ 21.08.03 – 5912 Stevens Mill Rd. Council Member Richardson seconded the motion which was passed unanimously by Council.

The Statement of Consistency and Reasonableness - RZ 21.08.03 – 5912 Stevens Mill Rd was approved unanimously by Council after a motion by Council Member Richardson and a second by Council Member Scholl. The Statement of Consistency and Reasonableness - RZ 21.08.03 – 5912 Stevens Mill Rd is attached to these minutes and therefore incorporated herein.

D. RZ 21.08.04 – 5749 Stevens Mill Rd

Council Member Richardson made the motion to approve RZ 21.08.04 – 5749 Stevens Mill Rd.

Council Member Ayers seconded the motion which was passed unanimously by Council.

The Statement of Consistency and Reasonableness - RZ 21.08.04 – 5749 Stevens Mill Rd was read into the record by Council Member Ayers. The motion was made by Council Grooms to approve the Consistency and Reasonableness - RZ 21.08.04 – 5749 Stevens Mill Rd to which Council Member Scholl seconded. Council supported the motion unanimously. The Statement of Consistency and Reasonableness - RZ 21.08.04 – 5749 Stevens Mill Rd is attached to these minutes and therefore incorporated herein.

E. RZ 21.08.05 – 5741 Stevens Mill Rd

*This item was removed during Agenda approval.*

Re-Zonings from TC to SFR-1

F. RZ 21.08.06 – 132 Stallings Rd

*This item was removed during Agenda approval.*

Mayor Pro Tem Paxton opened the public hearing. Council Member Scholl made the motion to defer the public hearing for RZ21.08.06 – 132 Stallings Road until November 8, 2021. The motion was passed unanimously and seconded by Council Member Ayers.

5. TX21.08.01 – Article 19, Stallings Unified Development Ordinance (Stormwater)

Planning Technician Matthew West and Interim Town Engineer Bo Conerly explained this was a request from staff for some minor text changes. The Planning Board heard the item and recommended unanimous approval. The presentation by Mr. Conerly as well as the Council Memo outlining all the changes are attached to these minutes and therefore incorporated herein.

Mayor Pro Tem Paxton opened the public hearing. No one was present to speak on the item. Mayor Pro Tem Paxton then closed the public hearing.

Council Member Richardson made the motion to approve TX21.08.01 – Article 19, Stallings Unified Development Ordinance (Stormwater). The motion was seconded by Council Member Scholl and passed unanimously by Council.

Council Member Ayers read the Statement of Reasonableness and Consistency for TX21.08.01 – Article 19, Stallings Unified Development Ordinance (Stormwater) in the record. The motion was then made by Council Member Richardson to approve the Statement of Reasonableness and Consistency for TX21.08.01 – Article 19, Stallings Unified Development Ordinance (Stormwater) which was seconded by Council Member Grooms. Council passed the motion unanimously. The Statement of Reasonableness and Consistency for TX21.08.01 – Article 19, Stallings Unified Development Ordinance (Stormwater) is attached to these minutes and therefore incorporated herein.

6. Union West Business Park (Ayers)

*Tabled from 09-13-2021*

This item was removed during the Consent Agenda.

7. Road Maintenance

Town Manager Sewell the Council that it added that \$275,000 to budget for road improvements and review road maintenance policies and procedures. Mr. Sewell reviewed with the Council his memo on this item regarding the current status of road maintenance and future suggestions. This memo is attached to these minutes and therefore incorporated herein.

Interim Town Engineer Conerly then described and reviewed the proposal policy and pavement management software. That presentation is attached to these minutes and therefore incorporated herein.

A. Pavement Management Policy

Council Member Richardson made the motion to approve the new Pavement Management Policy as presented. The Council passed this motion unanimously after a second from Council Member Grooms.

B. Pavement Management Software Purchase

Council Member Richardson made the motion to approve the purchase of the DRIVE Payment Management Software at \$20,000 with \$1,000 annual cost. The motion was passed unanimously by Council after a second from Council Member Scholl.

C. Authorize that town to contract out additional road implementation expansion - \$55,000

The motion was made by Council Member Richardson to authorize the Town to spend up to \$55,000 to contract out the initial expanded roadway inventory data work through Kimley Horn. The motion passed unanimous by Council after a second from Council Member Scholl.

Council Member Scholl made a motion to change to the order of procedure in order to hear Agenda Item 8.A. prior to Agenda Item 8. The motion received Council's unanimous support.

8. Balanced Scorecard Annual Report Presentation

*Heard after Agenda Item 8.A.*

Town Manager Sewell presented the Council with the Balanced Scorecard Annual Report. This report is attached to these minutes and therefore incorporated herein.

8.A. Police Vehicles

*Heard prior to Agenda Item 8*

Police Chief Franks explained due to supply change issues because of COVID-19, he had not been able to find any police cars in North Carolina. He had found only two dealerships across five states who had cars for purchase. Chief Franks needed to get Council's approval to purchase cars out of state and with less than three (3) bids as only two dealerships were able to bid.

The cars would be purchased from an out of state vendor and use \$40,000 of drug asset forfeiture funds to make the purchase.

Council Member Scholl made the motion to allow the Chief to purchase three (3) police vehicles out of state and use \$40,000 of asset forfeiture funds to upfit the vehicles. The motion received Council's unanimous support after a second from Council Member Ayers.

9. Adjournment

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

Approved on \_\_\_\_\_, 2021.

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

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

Approved as to form:

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



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

The Town Council of the Town of Stallings met for a special meeting on October 7, 2021, at 5:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/81871763212?pwd=eTV2cmxsUjc5VWVlBVlE4emhPVUFNUT09>) or the Zoom app (Meeting ID: 818 7176 3212; Password: 206730).

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Brad Richardson, and David Scholl.

Those absent were: Council Member Heather Grooms.

Staff present were: Alex Sewell, Town Manager; and Melanie Cox, Town Attorney.

**1. Call the meeting to order**

Mayor Tempore Paxton called the meeting to order.

**2. Closed Session pursuant to NCGS 143-318.11(a)(5): *Parcels: 07126007A; 07129315***

Council Member Richardson made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5) and invite in Greg Cox with Bissell Properties, Mary McCall, Deputy Town Clerk, and Marsha Gross, Finance Officer. The motion was seconded by Council Member Scholl and passed unanimously by Council.

*Council went into closed session at 5:01 p.m. and reconvened in open session at 5:56 p.m.*

**3. Adjournment**

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at approximately 6:00 p.m.

Approved on \_\_\_\_\_, 2021.

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

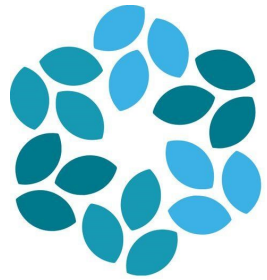
\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

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

14631

October 7, 2021



**PLANNING  
& ZONING**  
TOWN of STALLINGS

# APPLICATION

*RZ21.08.06*

Judy Buchanan and Carole Starnes

Rezone from TC to SFR-1

Pre-Public Hearing Staff Analysis

# Project Summary

## Location

132 Stallings Rd

## Required Setbacks

Front:  
Side:  
Rear:

## Ownership

Judy Buchanan and Carole Starnes

## Size/Project Size

3.453 Acres

## Zoning

TC

## Traffic Generation

N/A No TIA required

## Existing Use

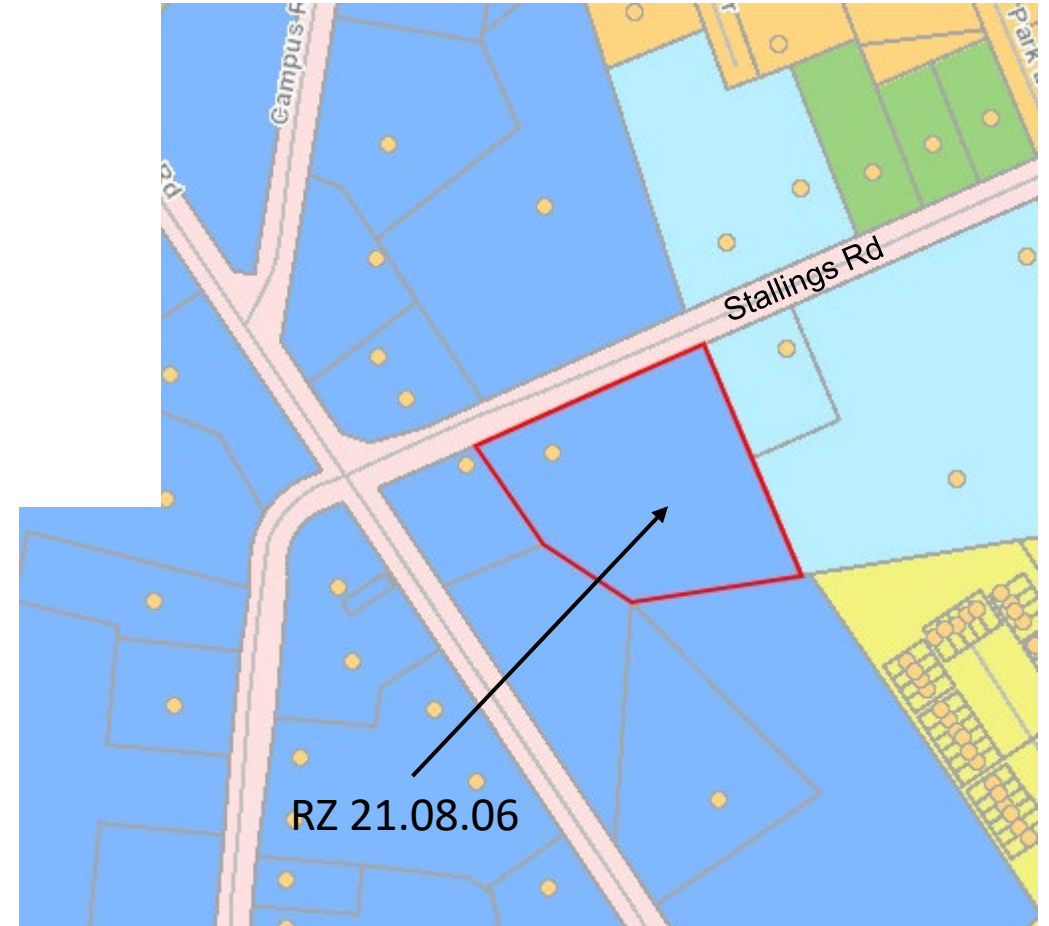
Residential

## Community Meeting

N/A

### Stallings Zoning

- AG
- SFR-1
- SFR-2
- SFR-3
- MFT
- TC
- CIV
- MU-1
- MU-2
- C-74
- CP-485
- VSR
- IND
- CZ



PROJECT AREA

2021 Aerial



# PROJECT SUMMARY

## History:

The property was part of a Downtown Overlay Zoning District with a base zoning of R-20 prior to 2009. In or around 2012 the Downtown Overlay district was removed from the zoning map, and the parcel was simply zoned R-20. The property was rezoned to TC when the Town of Stallings UDO was adopted in 2018. When the property's tax value was recently re-assessed by Union County in 2021, the property value increased dramatically due to the new commercial uses allowed on the land. The applicants are seeking to return the property to a lower-density residential exclusive zoning of SFR-1.

The property appears to meet all of the lot dimension requirements of the SFR-1 district; no new non-conformities will be created. This is based on GIS information, which is not survey-grade accurate, but is generally reliable.

# REQUEST

## Straight Rezoning:

1. Rezone the property from TC to SFR-1

# TREES, VEGETATION, AND STORMWATER

## **Tree Save**

N/A

## **Stormwater Management and PCO**

No impervious surface being added

## **Buffers**

Subject to landscaping buffer requirements as defined in Article 11

The MU-2 district requires a Type B buffer (generally)  
The SFR-1 district requires a Type A buffer

## **Open Space**

No floor area being added as part of this rezoning request; open space provisions do not apply.

# LAND USE PLAN AND ADOPTED POLICIES

## Land Use Plan

The Land Use Plan shows the property as:

NC DOT Right of Way.

**Primary Land Uses:**

N/A

**Secondary Land Uses:**

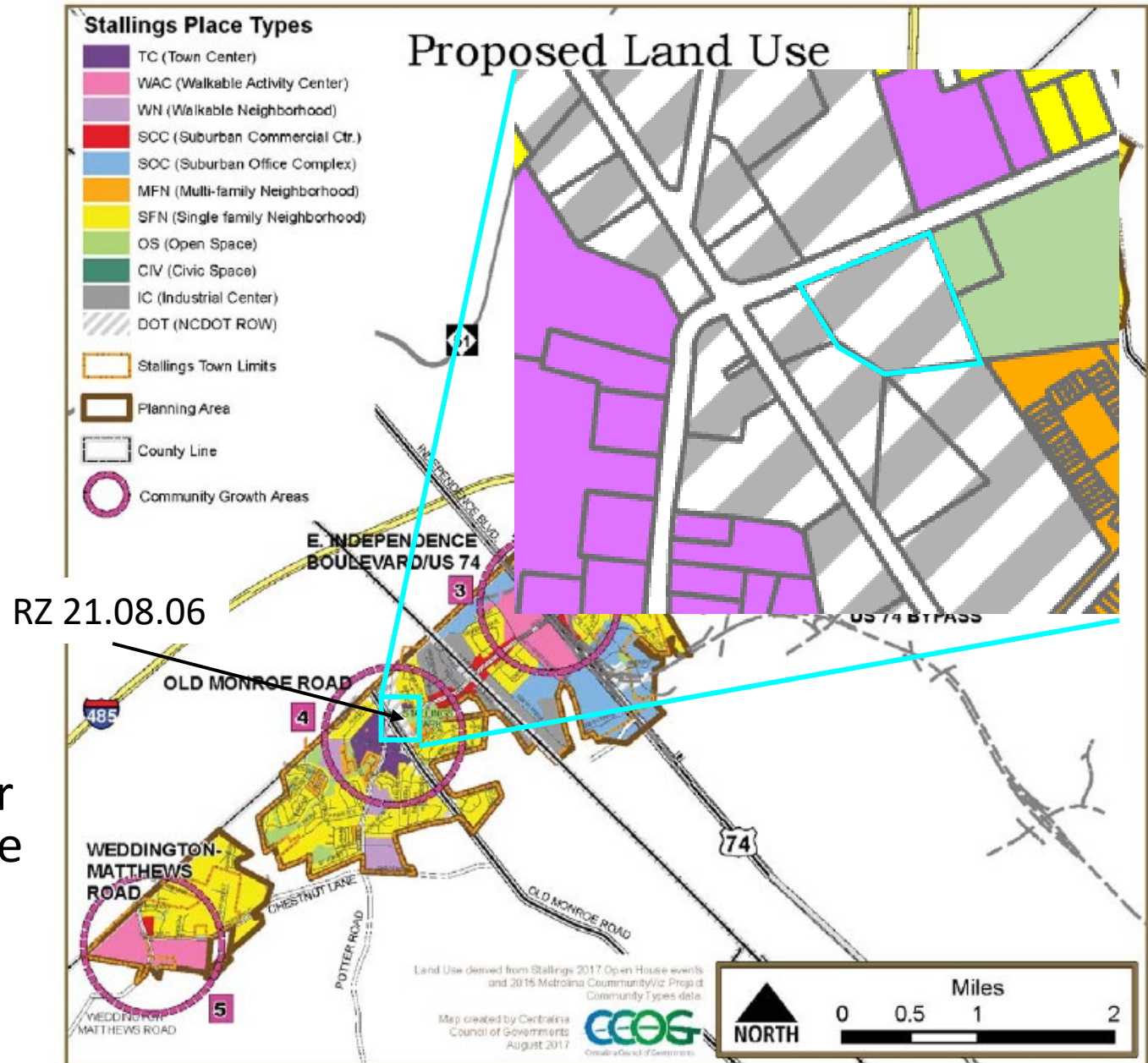
N/A

## Small Area Plan

Stallings Downtown

## Consistency

SFR-1 zoning is neither consistent nor inconsistent with the Future Land Use Plan.





# LAND USE PLAN AND ADOPTED POLICIES

## Small Area Plan

Stallings

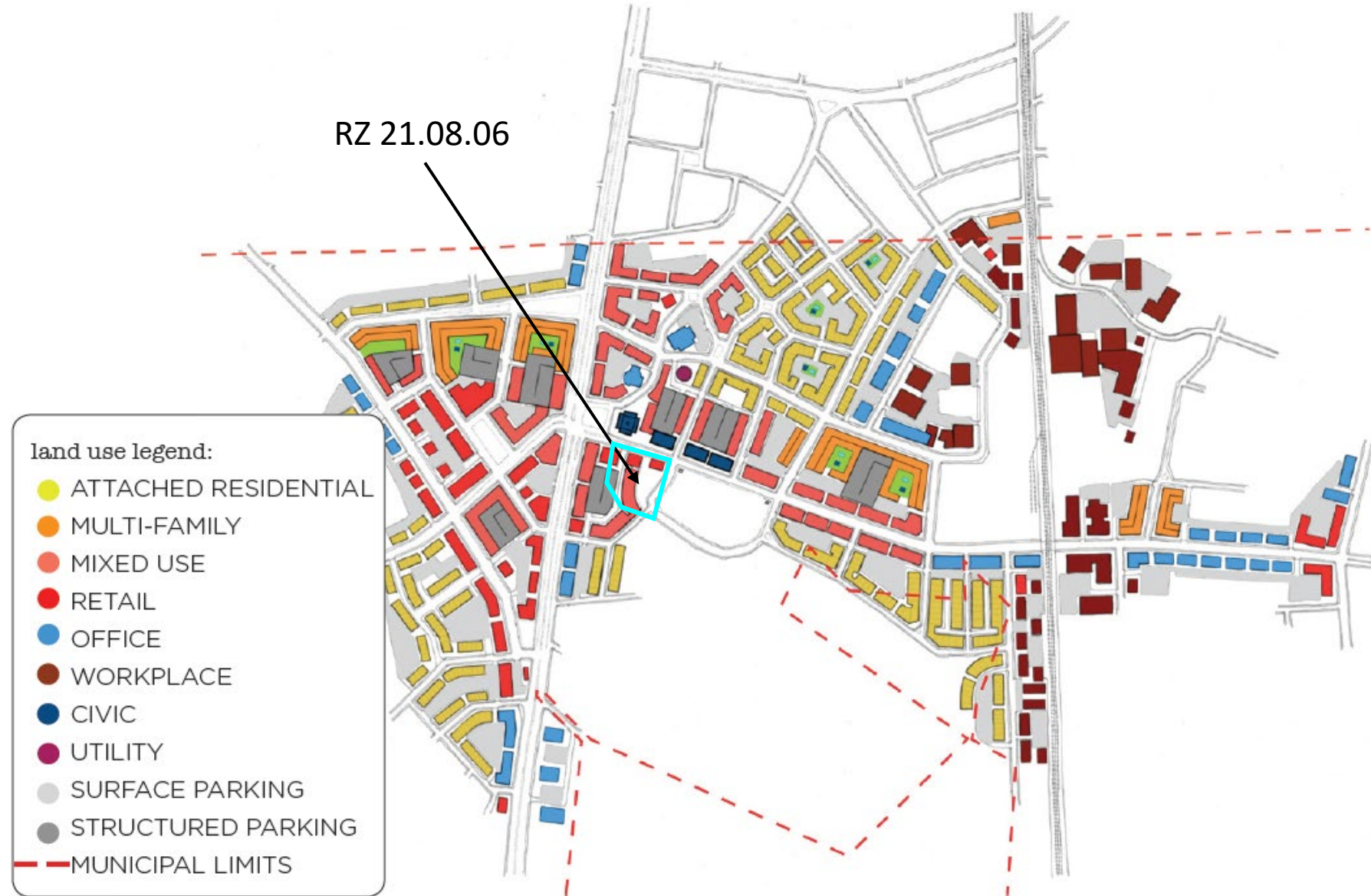
Downtown

### **Uses on lot:**

Retail, Mixed Use,  
Structured Parking

## Consistency

SFR-1 zoning is  
inconsistent with  
the Downtown  
Stallings Small Area  
Plan



## Planning Board – September 21

The Planning Board heard this rezoning request on September 21. There was a question regarding if a developer bought the land and wanted to develop it according to the downtown vision, would they need to rezone this property back to TC? Staff answered that yes, to develop the property according to the downtown vision of mixed-use, higher density residential, or retail that the property would need to be rezoned back to TC.

The Planning Board recommends **APPROVAL** of this rezoning request.



## Statement of Consistency and Reasonableness

(As per NC General Statute § 160D-605)

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

ZONING AMENDMENT: RZ21.08.06

REQUEST: Rezone parcel at 132 Stallings Road, Parcel #07129315, from Town Center (TC) to Single Family Residential 1 (SFR-1)

### STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed zoning amendment is inconsistent and reasonable with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS Chapter 160D. At their September 27, 2021 meeting the **Stallings Town Council** voted to **APPROVE** the proposed amendment and stated that the **Stallings Town Council** finds and determines that the zoning amendment is inconsistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan, but finds it reasonable for the following reasons:

- The SFR-1 zoning district better reflects the current use of the land
- Market forces have not aligned with the uses allowed by the TC zoning district.

The statement and motion were seconded and passed.

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Wyatt Dunn, Mayor

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Erinn Nichols, Town Clerk



## Statement of Consistency and Reasonableness

(As per NC General Statute § 160D-605)

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

ZONING AMENDMENT: RZ21.08.06

REQUEST: Rezone parcel at 132 Stallings Road, Parcel #07129315, from Town Center (TC) to Single Family Residential 1 (SFR-1)

### STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed zoning amendment is inconsistent and unreasonable with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS Chapter 160D. At their September 27, 2021 meeting the **Stallings Town Council** voted to **DENY** the proposed amendment and stated that the **Stallings Town Council** finds and determines that the zoning amendment is inconsistent and unreasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan.

The statement and motion were seconded and passed.

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Wyatt Dunn, Mayor

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Erinn Nichols, Town Clerk



# MEMO

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To: Mayor and Council  
From: Brian Price, Public Works Director  
Via: Alex Sewell  
Date: 10/6/2021  
RE: **Roadside/Town Hall/Blair Mill Park Landscaping**

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Mayor and Council Members,

Please find the attached bid for landscaping of roadsides, Town Hall, and Blair Mill Park. Staff is seeking your approval to move forward with the bid from Smith Grounds Management.

Five landscaping companies were contacted with the RFP for landscaping. Some did not respond and the ones that did responded to say they would not be bidding. After the bid process closed, staff reached back out to the companies to answer any questions and request bids again. Only Smith Grounds Management agreed to bid the project, but only if the Town would combine three projects (roadsides/Town Hall/Blair Mill Park) into one.

- Total bid for all three properties: \$60,540/year
- Total budgeted for FY21-22: \$55,000
- Over budget: \$5,540 (because of the addition of Town Hall to the scope)
  - *The FY21-22 budget can accommodate this contract without any budget amendments as the contract would not begin until November (7.5 months in FY21-22)*

## **Contract Includes:**

### **Roadsides**

- Includes mowing, trimming, edging from sidewalk to road shoulder at:
  - A. Old Monroe Rd. (2 sections: From Stallings Rd. to 2925 Old Monroe Rd., and From Catawba Cir. S. to 3549 Old Monroe Rd.)
  - B. Richard Baker Dr.
  - C. Stallings Rd. from Stevens Mill to Middlesborough Dr.
  - D. Stevens Mill from Stallings Rd. to Oakspring Rd.
  - E. Lawyers Rd. from Stevens Mill to Hawthorne Dr.
  - F. Pleasant Plains from Old Monroe Rd. to 3927 Pleasant Plains Rd.

### **Blair Mill Park**

- Includes mowing, trimming, edging, and turf fertilization (4) times per year.

### **Town Hall**

- Includes mowing, trimming, edging, and turf fertilization (4) times per year.

- Contract begins **November 2021**, and ends **October 31, 2022**
- Automatically renews after 1 year with a 2% increase.
- There is a gas surcharge of 1% if gas goes over \$3.25/gallon and 2% if over \$4/gallon.



SMITH GROUNDS MANAGEMENT, LLC

P.O. BOX 2134

MATTHEWS, NC 28106

(704) 821-4066

THIS AGREEMENT ENTERED INTO BETWEEN **SMITH GROUNDS MANAGEMENT, LLC**, hereinafter, CONTRACTOR and **THE TOWN OF STALLINGS**, hereinafter, AGENT OR REPRESENTATIVE for work to be performed upon property of the owner at: **Blair Mill Park, 1025 Fair Oaks Drive, STALLINGS, NC 28104.**

**November 1, 2021 through October 31, 2022**

### SCOPE OF WORK

**SMITH GROUNDS MANAGEMENT, LLC** agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation as described hereinabove necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

### TURF MANAGEMENT

#### ➤ Mowing

- Lawns shall be mowed weekly during the growing season.
- Mowing height shall be appropriate to the turf species.
- Mowing patterns shall be established and changed on a regular basis to prevent compaction and to present the most aesthetically pleasing appearance.
- Excessive grass clippings and other debris caused by contractor shall be blown from adjacent walks, curbs and other paved areas.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.

#### ➤ Trimming

- Monofilament line trimming around obstacles within the lawn area shall be performed in conjunction with mowing.

#### ➤ Edging

- All lawn edges along curbs and sidewalks will be edged every other mowing during the cutting season to prevent encroachment of turf and present a neat appearance.
- Edging shall be performed with a blade type mechanical edger.

#### ➤ Turf Fertilization

- A quality fertilizer shall be applied to turf **(4)** times per year. **Timing, frequency and rate of application shall be adjusted to meet horticultural conditions.**
  - **Early Spring:** A high quality, balanced fertilizer shall be applied to promote color, encourage root development and establishment of newly planted turf.
  - **Late Spring:** A high quality, balanced fertilizer shall be applied to prepare turf for Summer conditions.
  - **Early Fall:** A high quality, professional grade fertilizer shall be applied to promote Fall recovery and aid newly seeded turf in germination and root development.
  - **Late Fall:** A high quality, professional grade fertilizer shall be applied to encourage peak color maintenance over winter season and promote heavy root growth.

➤ **Turf Herbicide**

- A pre-emergent weed control shall be applied to all turf **(2)** per year in the spring to minimize weed seed germination. **Rates and timing of applications will be determined as product and conditions dictate.**
- All turf areas shall be sprayed in the spring to control Broadleaf weeds. **Rates and timing of applications will be determined as product and conditions dictate.**
- Additional turf chemical applications may be needed for extremely difficult to control weeds, such as Yellow Nutsedge and Dallisgrass. **Any additional applications needed to treat weeds and grasses that cannot be controlled through the application of pre-emergent will be brought to the attention of the owner and applied upon approval at an additional fee.**

➤ **Turf Fungicide**

- Turf fungicide may be applied if needed, in the spring and throughout the growth season as to help keep brown patch and other fungi under control. **Applications of fungicide will be applied with the approval of the owner for an additional cost.**

➤ **Insect and Disease Control**

- An employee versed in the recognition, diagnosis and treatment of turf damaging diseases and insects shall be on alert for an outbreak of insect damage or disease. Management shall be notified of an outbreak, recommended treatment and costs. **Work shall commence with authorization and billed at as a separate cost.**
- Insecticide for control of Grub worms may be applied if necessary, with the approval of the owner at an additional cost. Rates and frequency of application will be determined as product and conditions dictate.

➤ **Lime**

- A soil test will be taken upon request to determine whether an application of lime is necessary. If lime is necessary to adjust pH levels in turf, owner will be notified. **Applications are available upon approval at an additional cost.**

➤ **Aeration and Overseeding**

- All turf areas shall be renovated once **(1)** in the fall. Aeration shall be performed to permit better penetration of moisture and nutrients, and to relieve compaction. All cores will be left on turf to help break down the thatch layer.
- All turf shall be overseeded in conjunction with the aeration process. Grade A Turf-Type Fescue blend seed mix shall be applied at a rate of **3.5 pounds per 1000 square feet.**
- All irrigated turf areas will have the irrigation heads marked as a precaution to avoid damage during the aeration process. **Smith Grounds cannot assume liability for any sub-surface lines which are not normally located and marked by the local utility location services.** These include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines or pool equipment lines.
- **Wheat Straw is not included and sold at an additional cost of \$8.00 dollars a bale.**

**FIRE ANT**

➤ **Fire Ant Control will be Extra**

- Property will be monitored regularly for evidence of Fire Ant activity. Treatment of Fire Ant infestation is available at an additional cost.

## TREE AND SHRUB CARE

### ➤ Fertilization – **NOT INCLUDED** – Available for an additional cost

- Shrubs and groundcovers shall be fertilized once **(1)** per year in late winter with a slow release fertilizer.

### ➤ Weed Control

- Mulched areas, shrub beds, tree rings, curbs and other paved areas will be weeded on a continuous as needed basis throughout the growing season to maintain a neat appearance.
- Weeds are controlled through the use of herbicides as well as hand-weeding. Chemicals will be applied under the direction of licensed personnel. Rates and frequency will be determined by product and as conditions dictate.

### ➤ Insect and Disease Control

- Smith Grounds Management utilizes the principles of an Integrated Pest Management program. Smith Grounds will be aware of potential pests and will make regular inspections of plant material.
- The goal of an **IPM program** is to introduce the least amount of chemicals into the landscape as is necessary to maintain acceptable levels of insect and disease problems.
- Treatments for infestation of migratory pests, such as Japanese beetle, Oak worm, Pine Bark beetle, mites, aphids, scale etc. are not included. Since these concerns occur fairly infrequently, recommended treatments will be communicated to management and applied upon approval at an additional cost.

### ➤ Tree and Shrub Pruning – **NOT INCLUDED** – Available for an additional cost

- Trees in landscaped areas will be monitored with each visit.
- Trees in landscaped areas will be limbed **up to 8 feet** from the base of the trunk shall be pruned once per year, to develop the natural form of the plant, and to promote growth.
- Crape Myrtles shall be allowed to grow to their natural height and form. Per city ordinances, Smith Grounds will not perform “topping” of Crape Myrtles. Crape Myrtle pruning is not included.
- Tree care for larger trees is not included. Services are available on an individual basis at an additionally quoted price.
- Shrubs and groundcovers shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or disease.
- Formal hedges shall be pruned to maintain a hedge type appearance.
- All shrubbery shall receive **(3)** pruning per year based upon growing season.
- All tree and shrubbery trimmings shall be cleared and removed from property.

## LEAF REMOVAL – **NOT INCLUDED** – Available for an additional cost

### ➤ Turf and Parking Areas

- All leaves shall be blown from lawn areas, walkways, ornamental beds, tree rings, parking areas during the fall and winter months.

### ➤ Ornamental Beds

- Leaves shall be removed from beds as needed to maintain a neat appearance. On the last leaf removal the beds will be thoroughly cleaned of leaves.

### ➤ Disposal

- Accumulated leaves shall be removed from the site with each visit during the fall and winter months.
- Bulk leaf removal shall occur **(3)** times per season.



## POLICING AND DEBRIS REMOVAL

### ➤ Turf

- Turf areas shall be inspected on day of service and debris removed prior to mowing.

### ➤ Property

- Litter and trash shall be removed from all landscaped areas with each visit.
- Debris resulting from maintenance operations shall be removed from property and disposed of properly.
- All curbs, sidewalks and entrances will be blown with each visit.

## IRRIGATION

### ➤ Hand Watering

- All watering is the responsibility of property owner. Hand watering of flowers, trees, shrubs, groundcover and turf is the sole responsibility of owner except where a pre-arrangement has been made for Smith Grounds to provide the service at an additional cost of \$45.00 dollars an hour.
- **FOR THE WARRANTY ON PLANT MATERIAL TO BE VALID, THE IRRIGATION MUST BE KEPT IN WORKING ORDER OR THE CUSTOMER MUST PAY FOR HAND WATERING AT THE PRICE STATED ABOVE.**

## SEASONAL PLANTINGS

### ➤ Bed Preparation

- Annuals will be installed in existing flowerbeds.
- All beds will be tilled prior to planting.
- A balanced fertilizer shall be applied to beds prior to installation of annuals.

### ➤ Maintenance

- Proper weeding of beds shall be performed on an on-going basis as needed to maintain appearance.
- Deadheading / Pruning as necessary to maintain appearance.

### ➤ Installation

- Timing of installation shall be determined and scheduled based upon seasonal conditions to optimize growth potential.
- *This is an **estimate** of the number of flats of flowers needed. Additional flats will be available for an additional cost.*

- **Spring**

Flower Flat Count: N/A

Materials: Assorted Annuals

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

- **Fall**

Flower Flat Count: N/A

Materials: Assorted Annuals

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

**MULCHING**

➤ **Preparation and Installation**

- Pine Needles / Hardwood Mulch are/is available for installation twice per year, in the late fall or winter months and again in the spring or summer months.
- All pine needles used will be Long Leaf needles.
- Only Grade A Hardwood mulch will be used.
- All edges will be tucked and rolled or stuffed to create a defined edge.
- Removal of existing Pine Needles/Hardwood Mulch will be an additional cost.
- *This is an **estimate** of the amount of Pine Needles/Hardwood Mulch needed. Additional Pine Needles/Hardwood Mulch will be available for an additional cost.*

**Application 1**

Pine Needle Count//Mulch Yardage: N/A

Price per Bale / Yard (installed): \$ N/A

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

**Application 2**

Pine Needle Count//Mulch Yardage: N/A

Price per Bale / Yard (installed): \$ N/A

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

*\*\*Any mulch provided by an outside vendor should be properly installed and cleaned off of plant material and curb lines or Smith Grounds will provide an additional charge for clean-up. Smith Grounds will also not be held responsible for any mulch removed during clean-up of leaves or pruning debris due to mulch being applied at the wrong time by an outside vendor.*

## GENERAL SPECIFICATIONS

- All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals shall be applied under the direction of licensed personnel.
- Materials will be applied in accordance with manufacturer directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- Adequate personnel and equipment will be provided to permit the timely completion of all operations.
- Smith Grounds Management will maintain all proper insurances to be in force at all times. Certificates of Insurance will be provided upon signing of contract.
- Smith Grounds Management will maintain current pesticide licenses at all times.
- All Smith Grounds Management employees will be uniformed and easily recognized by your staff.
- All crews have a crew leader and he/she has direct communications to area managers.
- Severe weather clean up is not included in this contract. Smith Grounds Management will be available for clean up at an additional charge. Severe weather includes but is not limited to Ice Storms, Wind storms, Tornados and Hurricanes.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.
- Night Lighting Service/Enhancements will be provided at an additional cost.
- Landscape Enhancements will be provided at an additional cost.
- The property manager will approve all additional work before work begins.
- Smith Grounds reserves the right to impose a gas surcharge not to exceed:

1% of the annual contract price if gas prices exceed \$3.25/gallon

2% of the annual contract price if gas prices exceed \$4.00/gallon

The surcharge is reviewed on a monthly basis. Surcharge will be billed on a monthly basis with the monthly contract billing. The gas surcharge is calculated on approximately the 25<sup>th</sup> of each month using the monthly average based on the information found at AAA's website - [www.fuelgaugereport.com](http://www.fuelgaugereport.com) for the Charlotte area.

**TERMS OF THE AGREEMENT:** The duration of this agreement is:

**November 1, 2021** through **October 31, 2022**

**Automatic Extension:** *This agreement shall automatically renew for one (1) year on the first day of each thirteenth month following the start date of this agreement with a 2% increase. The terms and conditions remaining in force unless the AGENT OR REPRESENTATIVE notifies the Contractor in writing at least thirty (30) days in advance of renewal. Both parties, prior to the thirteenth month, may agree to other price adjustments in each annual cycle to adjust for scope changes and well as cost changes.*

**DEFINED CONTRACT PRICING:**

A. Yearly Contract Pricing	\$ <u>24,300.00</u>
B. Pine Needle Pricing	\$ <u>N/A</u>
C. Seasonal Plant Pricing	\$ <u>N/A</u>

**INSTALLMENT PAYMENTS:**

Installment Amount: \$ 2,025.00      Initials: \_\_\_\_\_

**TERMS:**

**A. Yearly Contract**

If the above block is initialed, the OWNER/REPRESENTATIVE elects to pay the price for the services in twelve equal installments of: \$ 2,025.00 due and payable as follows: Billing is at the first of each month and due by the end of that month.

**B. Pine Needle/Hardwood Mulch**

- Pine needles/Hardwood Mulch are/is not included in the contract price and will be billed separately as the cost is incurred.

**C. Seasonal Plantings**

- Flowers are not included in the contract price and will be billed separately as the cost is incurred.

**D. Payment**

1. If the OWNER fails to make any installment payment when due, the CONTRACTOR shall immediately cease the work and render an invoice adjusted in the manner hereinafter set out:
  - (a) The invoice amount shall be adjusted by reducing the price of the work under this agreement by the CONTRACTOR'S projected actual costs of labor and materials left to be supplied under this agreement as of the date the work is ceased.
  - (b) OWNER/REPRESENTATIVE acknowledges that the work to be performed by the CONTRACTOR under the agreement varies with the seasons of the year and the amount of each periodic installment bears no relationship to the amount of work actually performed by the CONTRACTOR during that specific period of time.

2. OWNER/REPRESENTATIVE agrees to pay the balance due on the invoice as adjusted within thirty (30) days of its being rendered by the CONTRACTOR, thereafter the balance of the invoice as adjusted shall accrue interest at the rate of 1½ percent per month until paid.

OWNER/REPRESENTATIVE agrees to reimburse CONTRACTOR for the actual cost of any attorney fees that it incurs in the collection of any balance due under this agreement.

LIMITED WARRANTY: CONTRACTOR warrants only that if the work covered by this agreement is not as specified, CONTRACTOR shall, in lieu of all remedies, furnish, without charge, such materials and labor as are necessary to correct the work. This warranty runs only to the OWNER named in this agreement, and is effective only if written notice of a claim is delivered to the CONTRACTOR; and the OWNER/REPRESENTATIVE is not in default under any of the payment provisions of the agreement.

*THIS contract may be canceled by either party with a 30 day written notice of cancellation and is subject to the same conditions set forth in 1a and 1b.*

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. CONTRACTOR is responsible only for damage to buildings or contents caused by CONTRACTOR. CONTRACTOR is not responsible for any consequential or economic loss or damage caused by the OWNER.

ENTIRE AGREEMENT: This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on all copies. Any modifications thereof must be in writing and acknowledged by the CONTRACTOR and the OWNER.

THIS AGREEMENT is to be governed by the laws of the State of North Carolina and is binding upon the heirs, personal representatives, successors and assigns of the parties.

**PROPOSED BY:**

**ACCEPTED BY:**

BY: Jimmy Perry

BY: \_\_\_\_\_

TITLE: GENERAL MANAGER

TITLE: \_\_\_\_\_

DATE: October 1, 2021

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



SMITH GROUNDS MANAGEMENT, LLC

P.O. BOX 2134

MATTHEWS, NC 28106

(704) 821-4066

THIS AGREEMENT ENTERED INTO BETWEEN **SMITH GROUNDS MANAGEMENT, LLC**, hereinafter, CONTRACTOR and **THE TOWN OF STALLINGS**, hereinafter, AGENT OR REPRESENTATIVE for work to be performed upon property of the owner at: **Police Station, 315 Stallings Road, STALLINGS, NC 28104.**

**November 1, 2021 through October 31, 2022**

### SCOPE OF WORK

**SMITH GROUNDS MANAGEMENT, LLC** agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation as described hereinabove necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

### TURF MANAGEMENT

#### ➤ Mowing

- Lawns shall be mowed weekly during the growing season.
- Mowing height shall be appropriate to the turf species.
- Mowing patterns shall be established and changed on a regular basis to prevent compaction and to present the most aesthetically pleasing appearance.
- Excessive grass clippings and other debris caused by contractor shall be blown from adjacent walks, curbs and other paved areas.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.

#### ➤ Trimming

- Monofilament line trimming around obstacles within the lawn area shall be performed in conjunction with mowing.

#### ➤ Edging

- All lawn edges along curbs and sidewalks will be edged every other mowing during the cutting season to prevent encroachment of turf and present a neat appearance.
- Edging shall be performed with a blade type mechanical edger.

#### ➤ Turf Fertilization

- A quality fertilizer shall be applied to turf **(4)** times per year. **Timing, frequency and rate of application shall be adjusted to meet horticultural conditions.**
  - **Early Spring:** A high quality, balanced fertilizer shall be applied to promote color, encourage root development and establishment of newly planted turf.
  - **Late Spring:** A high quality, balanced fertilizer shall be applied to prepare turf for Summer conditions.
  - **Early Fall:** A high quality, professional grade fertilizer shall be applied to promote Fall recovery and aid newly seeded turf in germination and root development.
  - **Late Fall:** A high quality, professional grade fertilizer shall be applied to encourage peak color maintenance over winter season and promote heavy root growth.

➤ **Turf Herbicide**

- A pre-emergent weed control shall be applied to all turf **(2)** per year in the spring to minimize weed seed germination. **Rates and timing of applications will be determined as product and conditions dictate.**
- All turf areas shall be sprayed in the spring to control Broadleaf weeds. **Rates and timing of applications will be determined as product and conditions dictate.**
- Additional turf chemical applications may be needed for extremely difficult to control weeds, such as Yellow Nutsedge and Dallisgrass. **Any additional applications needed to treat weeds and grasses that cannot be controlled through the application of pre-emergent will be brought to the attention of the owner and applied upon approval at an additional fee.**

➤ **Turf Fungicide**

- Turf fungicide may be applied if needed, in the spring and throughout the growth season as to help keep brown patch and other fungi under control. **Applications of fungicide will be applied with the approval of the owner for an additional cost.**

➤ **Insect and Disease Control**

- An employee versed in the recognition, diagnosis and treatment of turf damaging diseases and insects shall be on alert for an outbreak of insect damage or disease. Management shall be notified of an outbreak, recommended treatment and costs. **Work shall commence with authorization and billed at as a separate cost.**
- Insecticide for control of Grub worms may be applied if necessary, with the approval of the owner at an additional cost. Rates and frequency of application will be determined as product and conditions dictate.

➤ **Lime**

- A soil test will be taken upon request to determine whether an application of lime is necessary. If lime is necessary to adjust pH levels in turf, owner will be notified. **Applications are available upon approval at an additional cost.**

➤ **Aeration and Overseeding**

- All turf areas shall be renovated once **(1)** in the fall. Aeration shall be performed to permit better penetration of moisture and nutrients, and to relieve compaction. All cores will be left on turf to help break down the thatch layer.
- All turf shall be overseeded in conjunction with the aeration process. Grade A Turf-Type Fescue blend seed mix shall be applied at a rate of **3.5 pounds per 1000 square feet.**
- All irrigated turf areas will have the irrigation heads marked as a precaution to avoid damage during the aeration process. **Smith Grounds cannot assume liability for any sub-surface lines which are not normally located and marked by the local utility location services.** These include, but are not limited to, invisible dog fences, cable TV, security lines, irrigation or lighting systems, gas barbecue lines or pool equipment lines.
- **Wheat Straw is not included and sold at an additional cost of \$8.00 dollars a bale.**

**FIRE ANT**

➤ **Fire Ant Control will be Extra**

- Property will be monitored regularly for evidence of Fire Ant activity. Treatment of Fire Ant infestation is available at an additional cost.



## TREE AND SHRUB CARE

### ➤ Fertilization

- Shrubs and groundcovers shall be fertilized once **(1)** per year in late winter with a slow release fertilizer.

### ➤ Weed Control

- Mulched areas, shrub beds, tree rings, curbs and other paved areas will be weeded on a continuous as needed basis throughout the growing season to maintain a neat appearance.
- Weeds are controlled through the use of herbicides as well as hand-weeding. Chemicals will be applied under the direction of licensed personnel. Rates and frequency will be determined by product and as conditions dictate.

### ➤ Insect and Disease Control

- Smith Grounds Management utilizes the principles of an Integrated Pest Management program. Smith Grounds will be aware of potential pests and will make regular inspections of plant material.
- The goal of an **IPM program** is to introduce the least amount of chemicals into the landscape as is necessary to maintain acceptable levels of insect and disease problems.
- Treatments for infestation of migratory pests, such as Japanese beetle, Oak worm, Pine Bark beetle, mites, aphids, scale etc. are not included. Since these concerns occur fairly infrequently, recommended treatments will be communicated to management and applied upon approval at an additional cost.

### ➤ Tree and Shrub Pruning

- Trees in landscaped areas will be monitored with each visit.
- Trees in landscaped areas will be limbed **up to 8 feet** from the base of the trunk shall be pruned once per year, to develop the natural form of the plant, and to promote growth.
- Crape Myrtles shall be allowed to grow to their natural height and form. Per city ordinances, Smith Grounds will not perform "topping" of Crape Myrtles. Crape Myrtle pruning is not included.
- Tree care for larger trees is not included. Services are available on an individual basis at an additionally quoted price.
- Shrubs and groundcovers shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or disease.
- Formal hedges shall be pruned to maintain a hedge type appearance.
- All shrubbery shall receive **(3)** pruning per year based upon growing season.
- All tree and shrubbery trimmings shall be cleared and removed from property.

## LEAF REMOVAL

### ➤ Turf and Parking Areas

- All leaves shall be blown from lawn areas, walkways, ornamental beds, tree rings, parking areas during the fall and winter months.

### ➤ Ornamental Beds

- Leaves shall be removed from beds as needed to maintain a neat appearance. On the last leaf removal the beds will be thoroughly cleaned of leaves.

### ➤ Disposal

- Accumulated leaves shall be removed from the site with each visit during the fall and winter months.
- Bulk leaf removal shall occur **(3)** times per season.

## POLICING AND DEBRIS REMOVAL

### ➤ Turf

- Turf areas shall be inspected on day of service and debris removed prior to mowing.

### ➤ Property

- Litter and trash shall be removed from all landscaped areas with each visit.
- Debris resulting from maintenance operations shall be removed from property and disposed of properly.
- All curbs, sidewalks and entrances will be blown with each visit.

## IRRIGATION

### ➤ Audit

- Audits are an Extra Cost to the Contract.

### ➤ Start-up

- Irrigation system start-up is performed in the spring. At this time controllers will be set to an appropriate seasonal schedule, using the least amount of water necessary to maintain growth and health of all landscape and plant material.

### ➤ Monitoring

- Irrigation clocks will be adjusted up to 4 times throughout the watering season

### ➤ Winterization

- Irrigation system shut-down is performed in late fall. At this time controllers will be turned off and backflow preventer will be drained for winter. **Full drainage of the irrigation system is available at an additional charge per zone to prevent winter damages. Wells are not included in shutdown.**

### ➤ Repairs

- Necessary system repairs, water leaks and system malfunctions will be reported to management. Repairs to the irrigation system are not included in this contract. A proposal for labor and materials will be made available to management and work completed only upon approval.

### ➤ Hand Watering

- All watering is the responsibility of property owner. Hand watering of flowers, trees, shrubs, groundcover and turf is the sole responsibility of owner except where a pre-arrangement has been made for Smith Grounds to provide the service at an additional cost of \$45.00 dollars an hour.
- **FOR THE WARRANTY ON PLANT MATERIAL TO BE VALID, THE IRRIGATION MUST BE KEPT IN WORKING ORDER OR THE CUSTOMER MUST PAY FOR HAND WATERING AT THE PRICE STATED ABOVE.**

## SEASONAL PLANTINGS

### ➤ Bed Preparation

- Annuals will be installed in existing flowerbeds.
- All beds will be tilled prior to planting.
- A balanced fertilizer shall be applied to beds prior to installation of annuals.

### ➤ Maintenance

- Proper weeding of beds shall be performed on an on-going basis as needed to maintain appearance.
- Deadheading / Pruning as necessary to maintain appearance.

### ➤ Installation

- Timing of installation shall be determined and scheduled based upon seasonal conditions to optimize growth potential.
- *This is an **estimate** of the number of flats of flowers needed. Additional flats will be available for an additional cost.*

- **Spring**

Flower Flat Count: N/A

Materials: Assorted Annuals

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

- **Fall**

Flower Flat Count: N/A

Materials: Assorted Annuals

Total Cost: \$ N/A

Authorized By: \_\_\_\_\_

## MULCHING

### ➤ Preparation and Installation

- Hardwood Mulch is available for installation twice per year, in the late fall or winter months and again in the spring or summer months.
- Only Grade A Hardwood mulch will be used.
- All edges will be tucked and rolled or stuffed to create a defined edge.
- Removal of existing Pine Needles/Hardwood Mulch will be an additional cost.
- *This is an **estimate** of the amount of Hardwood Mulch needed. Additional Hardwood Mulch will be available for an additional cost.*

#### Application 1

Mulch Yardage: **45 yds**

Price per Yard (installed): \$ **70.00**

Total Cost: \$ **3,150.00**

Authorized By: \_\_\_\_\_

#### Application 2

Mulch Yardage: **N/A**

Price per Yard (installed): \$ **N/A**

Total Cost: \$ **N/A**

Authorized By: \_\_\_\_\_

*\*\*Any mulch provided by an outside vendor should be properly installed and cleaned off of plant material and curb lines or Smith Grounds will provide an additional charge for clean-up. Smith Grounds will also not be held responsible for any mulch removed during clean-up of leaves or pruning debris due to mulch being applied at the wrong time by an outside vendor.*

## GENERAL SPECIFICATIONS

- All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals shall be applied under the direction of licensed personnel.
- Materials will be applied in accordance with manufacturer directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- Adequate personnel and equipment will be provided to permit the timely completion of all operations.
- Smith Grounds Management will maintain all proper insurances to be in force at all times. Certificates of Insurance will be provided upon signing of contract.
- Smith Grounds Management will maintain current pesticide licenses at all times.
- All Smith Grounds Management employees will be uniformed and easily recognized by your staff.
- All crews have a crew leader and he/she has direct communications to area managers.
- Severe weather clean up is not included in this contract. Smith Grounds Management will be available for clean up at an additional charge. Severe weather includes but is not limited to Ice Storms, Wind storms, Tornados and Hurricanes.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.
- Night Lighting Service/Enhancements will be provided at an additional cost.
- Landscape Enhancements will be provided at an additional cost.
- The property manager will approve all additional work before work begins.
- Smith Grounds reserves the right to impose a gas surcharge not to exceed:

1% of the annual contract price if gas prices exceed \$3.25/gallon

2% of the annual contract price if gas prices exceed \$4.00/gallon

The surcharge is reviewed on a monthly basis. Surcharge will be billed on a monthly basis with the monthly contract billing. The gas surcharge is calculated on approximately the 25<sup>th</sup> of each month using the monthly average based on the information found at AAA's website - [www.fuelgaugereport.com](http://www.fuelgaugereport.com) for the Charlotte area.

**TERMS OF THE AGREEMENT:** The duration of this agreement is:

**November 1, 2021** through **October 31, 2022**

**Automatic Extension:** *This agreement shall automatically renew for one (1) year on the first day of each thirteenth month following the start date of this agreement with a 2% increase. The terms and conditions remaining in force unless the AGENT OR REPRESENTATIVE notifies the Contractor in writing at least thirty (30) days in advance of renewal. Both parties, prior to the thirteenth month, may agree to other price adjustments in each annual cycle to adjust for scope changes and well as cost changes.*

**DEFINED CONTRACT PRICING:**

- |                            |                            |
|----------------------------|----------------------------|
| A. Yearly Contract Pricing | \$ <b><u>10,320.00</u></b> |
| B. Hardwood Mulch Pricing  | \$ <b><u>3,150.00</u></b>  |
| C. Seasonal Plant Pricing  | \$ <b><u>N/A</u></b>       |

**INSTALLMENT PAYMENTS:**

Installment Amount: \$ **860.00** Initials: \_\_\_\_\_

**TERMS:**

**A. Yearly Contract**

If the above block is initialed, the OWNER/REPRESENTATIVE elects to pay the price for the services in twelve equal installments of: \$ **860.00** due and payable as follows: Billing is at the first of each month and due by the end of that month.

**B. Hardwood Mulch**

- Hardwood Mulch is to be installed as requested as stated above in the subsection **MULCHING**.
- Hardwood Mulch is not included in the contract price and will be billed separately as the cost is incurred. The estimated Hardwood Mulch price is **\$3,150.00** per application. The estimated price would include approximately **45** yards installed per application. *This is an **estimate** of the amount of Pine Needles/Hardwood Mulch needed. Additional Pine Needles/Hardwood Mulch will be available for an additional cost.*

**C. Seasonal Plantings**

- Flowers are not included in the contract price and will be billed separately as the cost is incurred.

**D. Payment**

1. If the OWNER fails to make any installment payment when due, the CONTRACTOR shall immediately cease the work and render an invoice adjusted in the manner hereinafter set out:
  - (a) The invoice amount shall be adjusted by reducing the price of the work under this agreement by the CONTRACTOR'S projected actual costs of labor and materials left to be supplied under this agreement as of the date the work is ceased.
  - (b) OWNER/REPRESENTATIVE acknowledges that the work to be performed by the CONTRACTOR under the agreement varies with the seasons of the year and the amount of each periodic installment bears no relationship to the amount of work actually performed by the CONTRACTOR during that specific period of time.

2. OWNER/REPRESENTATIVE agrees to pay the balance due on the invoice as adjusted within thirty (30) days of its being rendered by the CONTRACTOR, thereafter the balance of the invoice as adjusted shall accrue interest at the rate of 1½ percent per month until paid.

OWNER/REPRESENTATIVE agrees to reimburse CONTRACTOR for the actual cost of any attorney fees that it incurs in the collection of any balance due under this agreement.

LIMITED WARRANTY: CONTRACTOR warrants only that if the work covered by this agreement is not as specified, CONTRACTOR shall, in lieu of all remedies, furnish, without charge, such materials and labor as are necessary to correct the work. This warranty runs only to the OWNER named in this agreement, and is effective only if written notice of a claim is delivered to the CONTRACTOR; and the OWNER/REPRESENTATIVE is not in default under any of the payment provisions of the agreement.

*THIS contract may be canceled by either party with a 30 day written notice of cancellation and is subject to the same conditions set forth in 1a and 1b.*

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. CONTRACTOR is responsible only for damage to buildings or contents caused by CONTRACTOR. CONTRACTOR is not responsible for any consequential or economic loss or damage caused by the OWNER.

ENTIRE AGREEMENT: This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on all copies. Any modifications thereof must be in writing and acknowledged by the CONTRACTOR and the OWNER.

THIS AGREEMENT is to be governed by the laws of the State of North Carolina and is binding upon the heirs, personal representatives, successors and assigns of the parties.

**PROPOSED BY:**

**ACCEPTED BY:**

BY: Jimmy Perry

BY: \_\_\_\_\_

TITLE: GENERAL MANAGER

TITLE: \_\_\_\_\_

DATE: October 1, 2021

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



SMITH GROUNDS MANAGEMENT, LLC

P.O. BOX 2134

MATTHEWS, NC 28106

(704) 821-4066

THIS AGREEMENT ENTERED INTO BETWEEN **SMITH GROUNDS MANAGEMENT, LLC**, hereinafter, CONTRACTOR and **THE TOWN OF STALLINGS**, hereinafter, AGENT OR REPRESENTATIVE for work to be performed upon property of the owner at: **Roadsides – ALL, Multiple addresses, STALLINGS, NC 28104.**

**November 1, 2021 through October 31, 2022**

### SCOPE OF WORK

**SMITH GROUNDS MANAGEMENT, LLC** agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation as described hereinabove necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

### TURF MANAGEMENT

#### ➤ Mowing

- Lawns shall be mowed weekly during the growing season.
- Mowing height shall be appropriate to the turf species.
- Mowing patterns shall be established and changed on a regular basis to prevent compaction and to present the most aesthetically pleasing appearance.
- Excessive grass clippings and other debris caused by contractor shall be blown from adjacent walks, curbs and other paved areas.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.

#### ➤ Trimming

- Monofilament line trimming around obstacles within the lawn area shall be performed in conjunction with mowing.

#### ➤ Edging

- All lawn edges along curbs and sidewalks will be edged every other mowing during the cutting season to prevent encroachment of turf and present a neat appearance.
- Edging shall be performed with a blade type mechanical edger.



## GENERAL SPECIFICATIONS

- All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals shall be applied under the direction of licensed personnel.
- Materials will be applied in accordance with manufacturer directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- Adequate personnel and equipment will be provided to permit the timely completion of all operations.
- Smith Grounds Management will maintain all proper insurances to be in force at all times. Certificates of Insurance will be provided upon signing of contract.
- Smith Grounds Management will maintain current pesticide licenses at all times.
- All Smith Grounds Management employees will be uniformed and easily recognized by your staff.
- All crews have a crew leader and he/she has direct communications to area managers.
- Severe weather clean up is not included in this contract. Smith Grounds Management will be available for clean up at an additional charge. Severe weather includes but is not limited to Ice Storms, Wind storms, Tornados and Hurricanes.
- During the non-cutting season the property will be visited every 10-14 days. At that time the property will be policed and blown. Trash and debris will be removed on the property during these visits.
- Night Lighting Service/Enhancements will be provided at an additional cost.
- Landscape Enhancements will be provided at an additional cost.
- The property manager will approve all additional work before work begins.
- Smith Grounds reserves the right to impose a gas surcharge not to exceed:

1% of the annual contract price if gas prices exceed \$3.25/gallon

2% of the annual contract price if gas prices exceed \$4.00/gallon

The surcharge is reviewed on a monthly basis. Surcharge will be billed on a monthly basis with the monthly contract billing. The gas surcharge is calculated on approximately the 25<sup>th</sup> of each month using the monthly average based on the information found at AAA's website - [www.fuelgaugereport.com](http://www.fuelgaugereport.com) for the Charlotte area.



OWNER/REPRESENTATIVE agrees to reimburse CONTRACTOR for the actual cost of any attorney fees that it incurs in the collection of any balance due under this agreement.

LIMITED WARRANTY: CONTRACTOR warrants only that if the work covered by this agreement is not as specified, CONTRACTOR shall, in lieu of all remedies, furnish, without charge, such materials and labor as are necessary to correct the work. This warranty runs only to the OWNER named in this agreement, and is effective only if written notice of a claim is delivered to the CONTRACTOR; and the OWNER/REPRESENTATIVE is not in default under any of the payment provisions of the agreement.

*THIS contract may be canceled by either party with a 30 day written notice of cancellation and is subject to the same conditions set forth in 1a and 1b.*

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED. CONTRACTOR is responsible only for damage to buildings or contents caused by CONTRACTOR. CONTRACTOR is not responsible for any consequential or economic loss or damage caused by the OWNER.

ENTIRE AGREEMENT: This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on all copies. Any modifications thereof must be in writing and acknowledged by the CONTRACTOR and the OWNER.

THIS AGREEMENT is to be governed by the laws of the State of North Carolina and is binding upon the heirs, personal representatives, successors and assigns of the parties.

**PROPOSED BY:**

**ACCEPTED BY:**

BY: Jimmy Perry

BY: \_\_\_\_\_

TITLE: GENERAL MANAGER

TITLE: \_\_\_\_\_

DATE: October 1, 2021

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