



July 8, 2024
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 05-28-2024 (2) 06-10-2024 (3) 06-24-2024 B. Amended Budget Ordinance 1 C. Amended Budget Ordinance 2 D. Police Department New Vehicle Purchase E. KWC Contract Renewal	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.	7:25 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
4.	7:27 p.m.	Small Claims Court Policy	Matt Dillard, Code Enforcement Officer	Approve/deny policy
5.	7:37 p.m.	Bid Policy Revision	Kevin Parker, Engineering Dir.	Approve/deny revisions
6.	7:47 p.m.	Council Delegates for Union West Business Park Roads Advocacy to State Officials	Alex Sewell, Town Manager	Appoint delegates
7.	7:50 p.m.	Closed Session pursuant to 143-318.11(a)(3)	Wyatt Dunn, Mayor	Recess into closed session
8.	8:10 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 May 28, 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, Brad Richardson, and Laurie Wojtowicz.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Assistant Police Chief James Perry; Max Hsiang, Planning Director; Kevin Parker, Town Engineer; Eunice Donnelly, Parks and Recreation Director; and Karen Reid, Human Resources Officer.

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

Tim Buick, 1113 Overstream Lane, Matthews, explained he used to make fun of pickle ball, but he was very interested in pickle ball now. He stressed to the Council that Stallings needed to add pickle ball courts.

Karen Love, Mecklenburg County Resident, felt it would be to Stallings advantage to build more pickle ball courts.

Mark Leadem, Chair of Community Committee, was concerned about and against the rezoning on Potter Road near Curry Place.

Jeff Barnes, 4845 Potter Road, requested the Council look at the stormwater infrastructure for the new development on Potter Road near Curry Place. The stormwater was diluting the wings of the driveway already and he was concerned about more stormwater on his property with the new development. He wanted to make sure emergency vehicles were able to get back into his property.

1. Consent Agenda

A. Amended Budget Ordinance 17 – P3 Capital Project Fund

B. Grant Policy Language Correction

Council Member Richardson made the motion to approve the Consent Agenda as presented. The motion was seconded by Council Member Scholl and passed unanimously. *Amended Budget Ordinance 17 – P3 Capital Project Fund* are attached to these minutes and therefore incorporated herein.

2. Agenda Approval

Town Manager Sewell requested adding Agenda Item 6.A. as *County Sewer Update*. Council Member Richardson requested adding *Pickle Ball Courts* for discussion as Agenda Item 4.A.

Council Member Richardson made the motion to approve the Agenda with the changes above. The motion was seconded by Council Member Drake and passed unanimously.

3. CZ24.03.01

A. 4923 Potter Rd

Mayor Dunn opened the public hearing. Planning Director Hsiang explained this was a Conditional rezoning request for a change in zoning from Single-Family Residential 3 (SFR-3) to Conditional Zoning Multi-Family Transitional (CZ-MFT) for the use of attached single-family residential at the location at parcel ID #07129004, a property 1.75 acres in size at 4923 Potter Rd.

- The Planning Board recommended approval of the item.
- Staff did not recommend approval because it is inconsistent with the Greenway Plan.

Applicant Michael Fess explained to Council that explained it would be five single-family attached homes (townhomes). It would be across the street from an existing townhomes community with the homes fronting Potter Road with garages in the back.

Lauren Barnes, 4845 Potter Road, was concerned about space between Potter Road and townhomes. She was also concerned that there were too many homes on one property.

Mayor Dunn closed the public hearing.

Engineering Director Hsiang clarified that brick walls or brick pavers would not be allowed in the right-of-way by the road. Brick pavers also would have maintenance issues which lead to ADA issues.

Council held discussion on the request and felt that it did not follow the greenway plan, had lack of on street parking and was in close proximity to the road.

Applicant requested to defer the vote on this request in order to make some revisions.

Council Member Wojtowicz made the motion to defer the vote until the August 12 Council meeting. The motion passed unanimously by Council after a second from Council Member Hall.

B. Statement of Consistency and Reasonableness

This item was deferred until August 12, 2024.

4. Potter/Pleasant Plains Intersection Progress Recognition (Ayers)

Council Member Ayers explained he would like to see a recognition event about the progress of the Potter/Pleasant Plains Intersection. Council Member Ayers would invite NCDOT to answer questions from the community and work with Staff to set up the event.

4.A. Pickle Ball Courts

Council Member Richardson explained that the Council have given the Parks and Recreation Staff direction on resurfacing the tennis courts. However, he requested that Staff to come back with concepts plans to include more pickle ball courts anywhere in Town and/or on the current tennis courts.

5. 2725 Old Monroe Road – Broker Direction on Additional Potential Tenant (Dunn)

Mayor explained he was contacted by Blythe Church in Charlotte and was concerned that the Town was not exploring additional uses.

The Town's Broker for the property would come to the first meeting in June for an update.

6. Continued Budget Discussion (if necessary)

This item was removed from the Agenda as it was no longer necessary.

6.A. County Sewer Update

Town Manager Sewell updated the Council with the information from Union County regarding sewer capacity. He provided the Council with the flow data from the County.

7. Closed Session Pursuant to 143-318.11(a)(5) and (6)

Parcel #07129315

Council Member Scholl made the motion to go into closed session pursuant to 143-318.11(a)(5), regarding Parcel 07129315 and (6) inviting Human Resources Director Karen Reid into the session. The motion was passed unanimously by the Council after a second from Council Member Ayers.

Council went into closed session at 8:47 p.m. and reconvened into open session at 9:47 p.m.

8. 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 9:47 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for its regular meeting on June 10, 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 Brad Richardson and Laurie Wojtowicz.

Those absent were: Council Members Steven Ayers, Taylor-Rae Drake, and Graham Hall.

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

No one was present who wanted to give public comment.

1. Consent Agenda

A. Minutes from the following meetings:

- (1) 04-22-2024 – closed
- (2) 05-06-2024 – special
- (3) 05-13-2024
- (4) 05-13-2024 – closed
- (5) 05-20-2024 – special
- (6) 05-28-2024 – special
- (7) Stallings District S – 05-28-2024

Council Member Richardson made the motion to approve the Consent Agenda items as presented.

The motion was passed unanimously after a second from Council Member Scholl.

2. Reports

A. Report from Mayor

Mayor Dunn had no report.

B. Report from Council Members/Town Committees
Council Members Wojtowicz and Scholl had no reports.

Council Member Richardson reported that at the CRTPO meetings a major topic was the Silver Line Transit. There had been debates on cost sharing and the weighted votes in the CRTPO voting body.

C. Report from Town Manager/Town Departments
Town Manager Sewell reported:

- The Parks and Recreation had applied for a grant with NC Healthy Aging Initiative for \$5000. If received, Staff would come back for a budget amendment.
- Budget Line Items Transfer List – This report would be submitted monthly for Council transparency. This report is attached to these minutes and therefore incorporated herein.
- Chief Franks introduced the Council to the Police Department's newest K9 Officer Chase.

3. Agenda Approval

Town Manager Sewell requested to remove Agenda Item 7, *Policy for Assessed Civil Penalties*, and add Agenda Item 7.A., *Vendor Attendance Policy*. Council Member Scholl made the motion to approve the Agenda with the changes above. The motion was seconded by Council Member Wojtowicz and passed unanimously.

4. Fiscal Year 2024-2025 Budget

A. Public Hearing

Mayor Dunn opened the public hearing. No one was present to speak at the hearing. Mayor Dunn reported that there would be a three-cent tax increase in the next fiscal year. Mayor then closed the public hearing.

B. Budget Ordinance

The Fiscal Year 2024-2025 Budget Ordinance would be up for adoption on Monday, June 24, 2024 at the Council's regular meeting.

5. 2725 Old Monroe Road Update

Matthew Hagler and Scott Greene with KW Commercial were present to discuss the property with Council. The proposed tenant, Armored Cow, was willing to negotiate and wanted to be in Stallings. The LOI was reviewed the following items were noted:

- Asking for a percent of revenue as rent was common.
- Tenant was asking for three years of rent abatement however the broker recommended no more than two years.
- Tenant was acquiring a SBA loan.
- KWC would not allow a lean on property.
- Tenant provide construction renovation quotes which were approx. \$1.8M
- A lease with the Town cannot be longer than 10 years; and have to treat anything longer than a 10 years as a sell.
- KWC wanted bench marks in the contract.
- 1% of sales comes from retail – biggest part was distribution
- Tenant would like to open this time next year and start construction around the first of the year.

Council held consensus to vet negotiations through the Economic Development Committee.

6. Slurry Pavers Micro Surfacing

Engineering Director Parker introduced Tim Herps with Slurry Pavers to present information about micro surfacing, preventative maintenance on roadways. That presentation is attached to these minutes and therefore incorporated herein. Community Park, Hunley Creek, Independence Village were slated to receive the micro surfacing treatment on its roads.

7. Policy for Assessed Civil Penalties

This item was removed from the Agenda.

7.A. Vendor Attendance Policy

Mayor Dunn explained there was policy against political groups setting up a booth at Parks and Recreation events. The Board of Elections wanted to have a booth at Stallings Parks and Recreation events.

Parks and Recreation Director Eunice Donnelly explained the department had never been asked by the Board of Election to set up a booth prior to now. Currently, only sponsors or companies providing a service at events were allowed to have booths.

Council directed staff to create a policy for Government Agency booths at events and bring it back to Council for consideration.

8. Town Manager Contract Amendment

Council Member Richardson made the motion to approve the Town Manager’s Contract Amendment. The motion was seconded by Council Member Scholl and approved unanimously by Council.

9. Adjournment

Council Member Wojtowicz moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at 8:09 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on June 24, 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, , Graham Hall, and Brad Richardson.

Those absent were: Council Members Taylor-Rae Drake and Laurie Wojtowicz.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Eunice Donnelly, Parks and Recreation Director; Max Hsiang, Planning Director; Matt Dillard, Code Enforcement Officer; Karen Reid, Human Resources Director; Kevin Parker, Town 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

No one was present to give public comment.

1. Consent Agenda

A. Amended Budget Ordinance 18 – Union County Public Schools Grant funding for School Recourse Officer position

Council Member Scholl made the motion to approve the Consent Agenda as written. The motion was passed unanimously by Council after a second from Council Member Graham. The *Amended Budget Ordinance 18 – Union County Public Schools Grant funding for School Recourse Officer Position* is attached to these minutes and therefore incorporated herein.

2. Agenda Approval

The Mayor requested removing Agenda Item 5.C., *Blair Mill Park Hedge Wall*, until a later meeting. Council Member Hall made the motion to approve the Agenda with the change above. The motion was seconded by Council Ayers and passed unanimously.

3. Fiscal Year 2024-2025 Budget Ordinance

Council Member Richardson made the motion to approve the *Fiscal Year 2024-2025 Budget Ordinance*. The motion was seconded by Council Member Scholl and passed unanimously. The *Fiscal Year 2024-2025 Budget Ordinance* is attached to these minutes and therefore incorporated herein.

4. Policy for Assessed Civil Penalties

Planning Director Hsiang explained the Town did not have a policy that provided a process after issuing civil penalties. The policy outlined the steps required by the violator should they request to reduce or void the assessed penalties including a payment installment agreement form.

Council Member Richardson made the motion to approve the Policy for Assessed Civil Penalties as presented by staff. The motion was passed unanimously by Council after a second from Council Member Ayers.

5. Parks and Recreation

A. Tennis/Pickle Ball Courts

Parks and Recreation Director Donnelly reminded the Council voted on moving forward with using a portion of the \$160,959.58 surplus funds from the Blair Mill Greenway on various projects with the resurfacing of the tennis/pickle ball courts as one of those projects. Council requested staff explore different options for the current court's layout. Three options were offered:

- Option 1: Leaving the Court as is.
 - 2 Tennis Courts Lined for Pickleball + Resurfacing
 - Total Price: \$29,696
- Option 2: Leaving one side for Tennis & replacing other side with 2 Pickle Ball Courts
 - 1 Tennis Court | 2 Dedicated Pickleball Courts + Resurfacing
 - Total Price: \$33,902
- Option 3: Leaving one side for Tennis & Replacing other side with 4 Pickle Ball Courts
 - 1 Tennis Court | 4 Dedicated Pickleball Courts
 - Total Price: \$41,288

Council Member Richardson made the motion to approve Option 3 with a cost of \$41,288. Council Member Scholl seconded the motion. The motion passed by a 3 to 1 vote with Council Member Hall opposing.

B. Blair Mill Greenway Safety Fencing

Council requested staff research installing a fence at the Greenway at Blair Mill Park. Staff recommended installing:

- Two 8 ½' Swivel Gates approx. 4' High
- 3 ½' Posts with the Pipe being 1 ¼" Black Iron
- 180 Degree Rotation with Locking Pin
- The Swivel Barrier would allow vehicle access when necessary and slow down cyclists to prevent them from pedaling onto the road.
- Total Cost: \$5,000

Council Member Scholl made the motion to approve the two 8 ½' Swivel Gates at a total cost of \$5000. The motion was seconded by Council Member Ayers to which Council approved unanimously.

C. Blair Mill Park Hedge Wall

This item was removed from the Agenda.

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

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

Council recessed into closed session at 7:41 p.m. and reconvened into open session at 7:46 p.m.

7. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Hall, and the motion received unanimous support. The meeting was adjourned at 7:47 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

15999

June 24, 2024



MEMO

To: Mayor Dunn and Stallings Town Council
Via: Alex Sewell, Town Manager
From: Jessie Williams, Finance Officer
Date: July 1, 2024
RE: **Amended Budget Ordinance No. 1**

Council approved multiple Parks & Recreation projects towards the end of FY 2024 to be funded with savings from the Blair Mill Greenway project, including:

Project	Amount
Tennis/pickleball court resurfacing	\$42,000
Stallings Municipal Park signage	\$17,000
Blair Mill Greenway safety fencing	\$5,000
Total	\$64,000

Due to approval being received so close to year-end, these projects were not started during the prior fiscal year. As a result, the budget appropriated in FY 2024 has since fallen to fund balance and needs to be reappropriated to fund the already approved projects.

Requested Action: Adoption of attached Amended Budget Ordinance 1

AMENDED BUDGET ORDINANCE – NO. 1

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	\$ 64,000	\$ 460,400	\$ 524,400
<u>Expense Budget - Parks & Recreation</u>				
Capital Outlay	10-80-6130-099	\$ 64,000	\$ 265,000	\$ 329,000

Explanation: To appropriate unrestricted General Fund fund balance for projects that were approved during FY 2024, but were not started during that year, resulting in the budget falling to fund balance.

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 8th day of July 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: Mayor and Town Council
Via: Alex Sewell, Town Manager
From: Jessie Williams, Finance Officer
Date: July 2, 2024.
RE: Amended Budget Ordinance No. 2 – Roadway maintenance

Overview:

Slurry Pavers was awarded a microsurfacing preventative maintenance contract on several roadways throughout town totaling \$334,220.40 in late FY2024. Prior to commencing this work, preparatory tasks including patching and landscaping must be completed. Staff is currently obtaining pricing for this prep work and as such, does not have a total cost estimate for the project at this time.

Due to the timing of the contract approval and contractor availability, no work was started during the prior fiscal year. Consequently, the remaining \$461,068 in the paving and resurfacing budget fell to fund balance.

Since the total cost is not yet known, staff is requesting that the entire \$461,068 be reappropriated; although, the combined cost of the microsurfacing and prep work are not expected to exhaust this full amount. Therefore, all funds remaining from the reappropriation not expended on microsurfacing or the necessary prep work will be allocated to the FY2025 roadway maintenance program.

Action Requested:

Adoption of attached Amended Budget Ordinance 2

AMENDED BUDGET ORDINANCE – NO. 2
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	\$ 461,068	\$ 460,400	\$ 921,468
<u>Expense Budget - Streets & Highways</u>				
Paving/Resurfacing	10-20-4510-062	\$ 461,068	\$ 800,000	\$ 1,261,068

Explanation: To appropriate unrestricted General Fund fund balance for street maintenance projects that were approved during FY 2024, but not started during that year, resulting in the budget falling to fund balance.

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 8th day of July 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: Mayor and Town Council
From: Dennis Franks, Chief of Police
Via: Alex Sewell, Town Manager
Date: July 3, 2024
RE: new vehicle purchases

The Town approved funding for new police vehicles in the FY24-25 budget. The Stallings Police Department was able to locate three Dodge Durango, police package vehicles, under North Carolina state contract.

Each vehicle cost \$43,471.70 for a total of \$130,415.09, plus the upfit costs of \$38,012.13 for a total expenditure of \$167,427.22.

Requested Action:

I am requesting the Town Council approve the purchase and upfit of these three vehicles.



EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement, hereinafter known as "Agreement", is by and between KW Commercial (Name of Firm), hereinafter known as "Firm" and Town of Stallings hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property," for lease and to use its efforts to find a tenant, Client agrees with Firm as follows:

1. EXCLUSIVE RIGHT TO LEASE: For a period extending until 11:59 p.m. (based upon the time at the locale of the Firm's office) on May 31, 2025, Firm shall have the exclusive right to lease the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any tenant. Provided, however, that this Agreement shall be renewed automatically for successive twelve (12) month periods unless prior written notice of termination is given by either party at least sixty (60) days before the end of the then expiring twelve (12) month period. Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.

2. BROKER COOPERATION/AGENCY RELATIONSHIPS: Firm has advised Client of Firm's general company policy regarding cooperating with subagents, tenant agents or dual agents. Client has received and read the "Working with Real Estate Agents (Lease Transactions) Disclosure" and authorizes the Firm to compensate (subject to Sections 7b.(i) and 7b.(ii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- subagents of Client
tenant agents
dual agents representing both Client and the tenant in the same transaction (subject to the terms of Section 16).

3. PROPERTY: (Address) 2725 Old Monroe Road Stallings NC 28104
(Legal Description/Description) Parcel ID 07126007A, 4.14 Acres, Deed Book 8353, Deed Page 245, Zoned Town Center,

See attached Exhibit for legal description/description of premises.

To the best of Client's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Client has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Client will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

4. LISTING TERMS:

Rental: Negotiable
Taxes Paid By: Tenant
Insurance Paid By: Tenant



Utilities Paid By: Tenant
Operating Expenses Paid By: Tenant
Maintenance Paid By: Tenant
Possession Delivered: _____
Other Terms: _____

See attached Exhibit _____ for additional listing terms.

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and lease of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. All other signs marketing the Property for lease shall be removed.
- Listing Service.** To submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a lease for the Property, to notify the listing service or information exchange of the lease, and upon lease execution, to disseminate leasing information, including rate, to the listing service, information exchange, appraisers and real estate brokers.
- Advertising Other Than On The Internet.** Client authorizes Firm to advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- Internet Advertising.** Client authorizes Firm to display information about the Property on the Internet either directly or through a program of any listing service or information exchange of which the Firm is a member or in which any of Firm's agents participate, and authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service or information exchange rules and regulations. *If Client does not authorize Internet Advertising as set forth above, Client MUST complete an opt-out form in accordance with listing service rules. (NOTE: NCAR Form #105 may be used for this purpose.)*

If Client authorizes Internet Advertising as set forth above, Client authorizes the display of (**Check ALL applicable sections**):

- The address of the Property
- Automated estimates of the market value of the Property
- Third-party comments about the Property

Client acknowledges and understands that while the marketing services selected above will facilitate the showing and lease of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

1. unauthorized use of a lock/key box,
2. control of visitors during or after a showing or an open house,
3. inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates.

Client therefore agrees to indemnify and hold harmless Firm from any damages, costs, attorneys' fees and other expenses as a result of any personal injury or property loss or damage to Client or any other person not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

MARKETING EXPENSE: In the event that the Property does not lease during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ 0.00.

5. SPECIAL PROVISIONS:

See attached Exhibit _____ for special provisions.

6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the leasing of the Property. The Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a lease of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Lease Commissions:

(i) Commissions shall be earned when Client directly or indirectly leases or agrees to lease the Property, whether tenant is procured by Firm, the Client or anyone else during the term of this Agreement. Firm's commission shall be calculated according to the schedule in Section 7.a.(ii). Commissions shall be paid in cash or by bank check.

(ii) Schedule of Commissions:

(complete both (a) and (b), only (a) will apply unless Firm elects in writing to have (b) apply)

(a) Commission Paid Upon Execution of Lease:

- (i) Six _____ percent (6 _____ %) of the total rent for the first 119 _____ months in which rent is to be paid, plus _____ percent (_____ %) of the total rent for the remainder of the term;
- (ii) \$ _____ (flat fee);

payable in full upon execution of a lease by Client and tenant, unless otherwise provided here:

To be paid half at lease execution and half at rent commencement

(b) Commission Paid Over the Term of Lease: In the event Firm elects in writing to collect a commission over the term of the lease, the commission is _____ percent (_____ %) of the total rent collected from tenant or \$ _____ per collection period, whichever is more, payable within ten (10) days of the receipt of each lease payment by Client during the term of the lease.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a lease transaction, the commission stated in (a) above shall be adjusted to _____ percent (_____ %) of the total rent for the first _____ months in which rent is to be paid, plus _____ percent (_____ %) of the total rent for the remainder of the term or \$ _____ (flat fee), or, if Firm elects in writing to have (b) above apply, the greater of _____ percent (_____ %) of the total rent collected from tenant or \$ _____ per collection period.
For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(iii) Percentage Rent: If a lease for which a commission is payable hereunder contains a percentage rent clause, Client shall pay a commission on the percentage rent payable by the tenant at the commission rate applicable to the period of the lease term for which the percentage rent is payable. This commission shall be payable within fifteen (15) days after receipt of each tenant payment to Client.

(iv) Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space: If a lease for which a commission is payable hereunder contains (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then Client shall pay a commission in accordance with this Section 7.a. on the additional rent to be paid, calculated at the commission rate applicable hereunder for the years of the lease in which the additional rent is payable. Said commission shall be earned and payable upon the notice of exercise of any option or right of first refusal to renew or extend or upon the notice of exercise of any option or right of first refusal to expand, as applicable.

(v) Commissions payable pursuant to this Agreement are leasing fees only and shall not be considered compensation for or an obligation to manage or sell the Property.

b. General Commissions Provisions:

(i) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a tenant who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(ii) If Firm has worked directly with a tenant in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered tenant.

(iii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iv) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Section 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(v) "Tenant" and "registered prospect" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Section 8 hereof (which prospect registration listing shall identify specific principals and shall not include brokers acting in a brokerage capacity), and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for lease with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects (as defined in Section 7b.(v) above) and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect lease or agreement to lease during such protection period to a registered prospect is excluded from this Agreement.

b. Later Lease To Registered Prospect: If within 180 days after the expiration or earlier termination of this Agreement (the "Protection Period"), Client directly or indirectly leases or agrees to lease the Property to a party with whom Firm (or any other agent acting for or through Firm) has had substantive bilateral communication concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the lease been made during the term of this Agreement; provided that names of registered prospects (as defined in Section 7b.(v) above) are delivered or postmarked to Client within fifteen (15) days after the expiration or earlier termination of this Agreement. **In the event the Property is exclusively listed for lease with another agency after the expiration or earlier termination of this Agreement and Client directly or indirectly leases or agrees to lease the Property to a registered prospect (as defined in Section 7b.(v) above) during the Protection Period, then Client shall pay to Firm the same commission to which Firm would have been entitled.**

9. SALE PROTECTION PROVISION (Review of Form 520 Working with Real Estate Agents is suggested): If any party directly or indirectly purchases the Property during the term of this Agreement or any tenant under a lease for which a commission is payable hereunder directly or indirectly purchases the Property, whether strictly in accordance with the terms of any option, right of first refusal, similar right or otherwise, during the term of the lease (term to include the period of any extensions or renewals thereof based upon extension or renewal rights contained in the original provisions of such lease), then it is acknowledged that a commission shall be nonetheless earned upon execution of such sale agreement and payable at closing. The parties agree that the commission payable shall be _____ or _____ percent (____%) of the gross sales price. Gross sales price includes all consideration received or receivable by Client, in whatever form, including the assumption or release of existing liabilities. Client shall pay the fee upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the fee upon the signing of such installment contract.

In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the fee shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer.

10. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for lease. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party and the holders of the interests in Client.

11. BANKRUPTCY: In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to lease the Property, unless Firm shall elect to terminate this Agreement upon said notice.

12. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or tenant or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

13. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

14. COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings (including mediation or arbitration) are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

16. DUAL AGENCY. Client understands that the potential for dual agency will arise if a tenant who has an agency relationship with Firm becomes interested in viewing the Property. If such circumstance of dual agency arises, Firm at that time shall orally confirm to Client that Firm is then serving in a dual agency role.

(a) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(b) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a tenant in a transaction involving the Property, Firm shall make every reasonable effort to represent Client and tenant in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and tenant. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;

(2) In its separate representation of Client and tenant, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;

(3) Firm is required by law to disclose to Client and tenant any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(c) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

(1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease with a tenant client of Firm;

(2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and tenant and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;

(3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;

(4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or with any matter relating to the transaction which is the subject matter of a lease agreement.

Should Firm become a dual agent, Client waives all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

(d) Designated Dual Agency. When a real estate firm represents both the landlord and tenant in the same real estate transaction, the firm may, in its discretion, offer designated dual agency. If offered, designated dual agency permits the firm, with the prior express approval of both the landlord and tenant, to designate one or more agents to represent only the interests of the landlord and a different agent(s) to represent only the interests of the tenant, unless prohibited by law.

An individual agent may not be designated to represent a party in a transaction if that agent has received confidential information concerning the other party in connection with the transaction.

(e) Authorization/Direction (*initial*).

_____ Dual Agency. Client authorizes the Firm to act as a dual agent, representing both the Client and the tenant, subject to the terms and conditions set forth in Paragraph 16.

Client DOES DOES NOT authorize the same individual agent to represent both the Client and the tenant in a transaction.

_____ (*also initial if Firm offers designated dual agency and Client authorizes designated dual agency*) Designated Dual Agency. In addition to authorizing Firm to act as a dual agent, Client authorizes and directs Firm to designate an individual agent(s) to represent the Client and a different individual agent(s) to represent the tenant. Firm will practice designated dual agency unless: (i) designated agency would not be permitted by law due to circumstances existing at the time of the transaction, or (ii) Client authorizes Firm in writing to remain in dual agency only.

OR

_____ Exclusive Representation. Client desires exclusive representation at all times during this agreement and does NOT authorize either dual agency or designated dual agency.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:

Individual

Date: _____

Date: _____

Business Entity

Town of Stallings
(Name of Entity)

By: Alex Sewell

Name: Town Manager

Title: _____

Date: _____

Address: 315 Stallings Road
Stallings NC 28104

Phone: 704-821-8557

Facsimile: _____

E-mail: asewell@stallingsnc.org

FIRM:

KW Commercial
(Name of Firm)

By: _____

Name: Matthew Hagler

Individual License #: 206869 State: NC

Date: _____

Address: 14045 Ballantyne Corporate Pkwy
Charlotte NC 28277

Phone: 704-408-8867

Facsimile: _____

E-mail: mhagler@kwcommercial.com



MEMO

To: Stallings Town Council
From: Matt Dillard, Code Enforcement Officer
Date: July 8, 2024
Re: Policy for Small Claims Court

Request: Currently, the Town of Stallings does not have a policy outlining a process for small claims court. If an individual owes a debt to the town, the town may file a suit in Small Claims Court to collect the debt owed.

Process Requirements Prior to Small Claims Court

1. A Notice of Violation is issued to the violator with a deadline to comply with the ordinance.
2. If the violations are present after the deadline, a Notice of Civil Citation is issued.
3. The violations must be fully corrected, and the total penalty amount must be paid immediately to avoid further debt accrual.
4. If the violator is unable to make payment in full, they may request to schedule a payment plan with the Town.
 - Such a payment plan must provide for the complete payment of the total debt within a period not to exceed twelve (12) months for accrued amounts of \$5,000.00 or less.
 - For amounts of more than \$5000.00, the payment plan shall not exceed a maximum of twenty-four (24) months.
5. If payment is not received within fifteen (15) days of the Date of Issue of the Notice of Civil Citation or a payment plan is not arranged as described above, the Town may institute a civil action in the North Carolina General Court of Justice to collect the penalties.

The maximum amount of money requested in a small claims case in Union County is \$10,000. These cases are heard and decided by a Magistrate without a jury, and the Plaintiff and Defendant usually represent themselves.

Small claims cases must be filed in the county where at least one of the defendants resides. The forms may be printed and completed in advance, or the Clerk of Superior Court can provide the forms.

- Three (3) copies of the “Complaint for Money Owed”
- Three (3) copies of the “Magistrate Summons” (filing fee of \$96.00)

Court dates are scheduled within 30 days of the plaintiff filing the case.

Once the case is filed, the plaintiff is responsible for serving the defendant with a copy of the summons and complaint, generally either by having the Sheriff serve the defendant for a fee of \$30 or by mailing a copy to the defendant via certified mail, return receipt requested. In most counties, the Clerk will collect the Sheriff's delivery fees when a case is filed and send the summons and complaint to the Sheriff for service.

I am requesting the adoption of the attached Policy for the Small Claims Court.



Small Claims Court Information

Current Code Enforcement procedures are that upon confirmation that a violation of a Town Ordinance does exist, the Code Official or other persons designated by the Town, shall give written notice to the owner of the property where the violation exists. If the property is not occupied by the owner but by a tenant of the owner, a copy of the Notice of Violation should be issued and addressed to the tenant as well as the property owner. The notice will state the nature of the violations observed, the ordinance violated, and provide for a specific period in which to cure, abate, or remove the violations as prescribed by the specific ordinance violated.

If the violations remain after the deadline on the Notice of Violation, a Notice of Civil Citation may be issued advising of the civil penalty amount as set forth by the ordinance violated. The penalties shall continue to accrue daily until the premises are brought fully into compliance with the Notice of Violation and the specific ordinance violated.

If the penalty is not paid within fifteen (15) days of the Date of Issue of the Notice of Civil Citation, the Town may institute a civil action in the North Carolina General Court of Justice for the collection of the penalty, which may include the attorney fees, interest, court costs, and other such relief as permitted by law.

The violations must be fully corrected, and the total amount of the penalty paid immediately to avoid further accrual of the debt. If the violator decides to pay the penalty in full, they may make payment to the Town in person, by mail, or other means as may be available from time to time.

If the violator is unable to make payment in full, they may request to schedule a payment plan with the Town. Such payment plan must provide for the complete payment of the total debt within a period not to exceed twelve (12) months for accrued amounts of \$5,000.00 or less. For amounts of more than \$5000.00, the payment plan shall not exceed a maximum of twenty-four (24) months.

If payment is not received within fifteen (15) days of the Date of Issue of the Notice of Civil Citation or a payment plan is not arranged as described above, the Town may institute a civil action in the North Carolina General Court of Justice for the collection of the penalties, which may include additional attorney fees, interest, court costs, and other such relief as permitted by law.

Most of the following information was compiled from a few sources including the North Carolina Department of Justice “A Citizen’s Guide to Small Claims Court” found at www.ncdoj.gov and the Legal Aid of North Carolina “A Guide to Small Claims Court” found at www.legalaidnc.org.

If such collection action is necessary, the Town may file a suit in the Small Claims Court, which is part of the District Court Division of the North Carolina state court system. The current maximum amount of money that can be requested in a small claims case in Union County is \$10,000. This is also the current maximum by state law. Cases are heard and decided by a Magistrate without a jury, and the Plaintiff and Defendant usually represent themselves.

§7A-210. Small claim action defined.

For purposes of this Article, a small claim action is a civil action wherein:

- (1) The amount in controversy, computed in accordance with G.S. 7A-243, does not exceed ten thousand dollars (\$10,000).*

§7A-243. Proper division for trial of civil actions generally determined by amount in controversy.

Except as otherwise provided in this Article, the district court division is the proper division for the trial of all civil actions in which the amount in controversy is twenty-five thousand dollars

(\$25,000) or less; and the superior court division is the proper division for the trial of all civil actions in which the amount in controversy exceeds twenty-five thousand dollars (\$25,000).

If you are requesting an amount above \$10,000 and up to \$25,000, the case must be filed in the District Court. A request for more than \$25,000 must be filed in Superior Court.

The Chief District Court Judge may assign any case to trial before a magistrate if it meets the small claims criteria, and in most counties the judge enters a general order that all such cases are to be heard in Small Claims Court. Small claims cases may be appealed for a trial by jury before a judge in the District Court.

Small claims cases, unlike District and Superior Court cases, must be filed in the county where at least one of the defendants resides. A small claims case is filed in the Clerk of Superior Court's office in the appropriate county. The forms may be printed and completed in advance, or the Clerk of Superior Court can provide the forms. You will need to provide three (3) copies of the complaint, stating the claims and what relief is requested from the magistrate. For a claim for money form, [cvm200-en.pdf](#) can be used for the complaint.

File No.		STATE OF NORTH CAROLINA		
COMPLAINT FOR MONEY OWED		_____ County		
		In The General Court Of Justice District Court Division-Small Claims		
G.S. 7A-216, 7A-232		1. The defendant is a resident of the county named above.		
Name And Address Of Plaintiff		2. The defendant owes me the amount listed for the following reason:		
		Principal Amount Owed		\$
		Interest Owed (if any)		\$
		Total Amount Owed		\$
		(check one below)		
County	Telephone No.	<input type="checkbox"/> On An Account (attach a copy of the account)	Date From Which Interest Due	Interest Rate
VERSUS		<input type="checkbox"/> For Goods Sold And Delivered Between	Beginning Date	Ending Date
Name And Address Of Defendant 1 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation		<input type="checkbox"/> For Money Lent	Date From Which Interest Due	
		<input type="checkbox"/> On a Promissory Note (attach copy)	Date Of Note	Date From Which Interest Due
		<input type="checkbox"/> For a Worthless Check (attach a copy of the check)		
County	Telephone No.	<input type="checkbox"/> For conversion (describe property)		
Name And Address Of Defendant 2 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation		Other: (specify)		
		I demand to recover the total amount listed above, plus interest and reimbursement for court costs.		
County	Telephone No.	Date	Name Of Plaintiff Or Attorney (Type Or Print)	Signature Of Plaintiff Or Attorney
Name And Address Of Plaintiff's Attorney				
		(Over)		
AOC-CVM-200, Rev. 9/13 © 2013 Administrative Office of the Courts				

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$10,000.00. This amount may be lower, depending on local judicial order. If the amount is lower, it may be any amount between \$5,000.00 and \$10,000.00, as determined by the chief district court judge of the judicial district.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is entered in favor of the plaintiff, court costs may be charged against the defendant.
6. The DEFENDANT may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court. This answer should be accompanied by a copy for the plaintiff and be filed no later than the time set for trial. The filing of the answer DOES NOT relieve the defendant of the need to appear before the magistrate to assert the defendant's defense.
7. Whether or not an answer is filed, the PLAINTIFF must appear before the magistrate.
8. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is rendered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is rendered. If notice is given in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within twenty (20) days after the judgment is rendered.
9. This form is supplied in order to expedite the handling of small claims. It is designed to cover the most common claims.
10. **The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.**

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In addition, three (3) copies of the Magistrate Summons must be submitted, and only the top portion of the first page should be filled out, including the names and addresses of all parties. A filing fee of \$96.

You must file your suit in the county where the defendant or one of the defendants lives. If the defendant is a business, file your suit in the county where it does business. Anyone doing business under a name other than their own name must register their assumed name with the Register of Deeds in each county where they do business.

If the defendant is a corporation, you must use its correct corporate name on all court documents. Corporations doing business in North Carolina are required to register with the Secretary of State's office. Call the Secretary of State's office at (919) 807-2225 or visit its website (www.secretary.state.nc.us/corporations) to find out the correct corporate name, and the name and address of the person who is listed as the registered agent for the corporation.

If a corporation is registered in another state but not in North Carolina, do not file suit in small claims court. You will need to file your suit in district court or superior court, and you will probably need the assistance of an attorney.

STATE OF NORTH CAROLINA

File No.

_____ County

In The General Court Of Justice
District Court Division - Small Claims

Plaintiff(s)

MAGISTRATE SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

VERSUS

G.S. 1A-1, Rule 4; 7A-217, -232

Defendant(s)

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

TO

TO

Name And Address Of Defendant 1

Name And Address Of Defendant 2

Telephone No. Of Defendant 1

Telephone No. Of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!

¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Small Claim Action Has Been Commenced Against You!

You are notified to appear before the magistrate at the specified date, time, and location of trial listed below. You will have the opportunity at the trial to defend yourself against the claim stated in the attached complaint.

You may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court at any time before the time set for trial.

If you fail to appear and defend against the proof offered, the magistrate may enter a judgment against you.

Date Of Trial

Time Of Trial

AM PM

Location Of Court

Name And Address Of Plaintiff Or Plaintiff's Attorney

Date Issued

Signature

Deputy CSC

Assistant CSC

Clerk Of Superior Court

(Over)

RETURN OF SERVICE

I certify that this summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)

<input type="checkbox"/> Acceptance of service. Summons and complaint received by: <input type="checkbox"/> Defendant 1. <input type="checkbox"/> Other: <i>(type or print name)</i>	<i>Date Accepted</i>	<i>Signature</i>

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

DEFENDANT 2

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein, who is named below.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)

<input type="checkbox"/> Acceptance of service. Summons and complaint received by: <input type="checkbox"/> Defendant 2. <input type="checkbox"/> Other: <i>(type or print name)</i>	<i>Date Accepted</i>	<i>Signature</i>

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

FOR USE IN SUMMARY EJECTMENT CASES ONLY:	<input type="checkbox"/> Service was made by mailing by first class mail a copy of the summons and complaint to the defendant(s) and by posting a copy of the summons and complaint at the following premises:	
	<i>Date Served</i>	<i>Name(s) Of The Defendant(s) Served By Posting</i>
	<i>Address Of Premises Where Posted</i>	

<i>Service Fee</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Deputy Sheriff Making Return (type or print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>

An affidavit pursuant to the Servicemembers Civil Relief Act (SCRA), telling the court whether or not the defendant is in the military. This is intended to protect the legal rights of active-duty service members. You can search military records to find a person's status <https://scra.dmdc.osd.mil/scra/#/home>

Court dates are scheduled within 30 days of the day the plaintiff files the case. The Clerk of Superior Court will schedule a court date when the plaintiff files the case and will write it on the magistrate summons form, which is served on the defendant.

Once the case is filed, the plaintiff is responsible for serving the defendant with a copy of the summons and complaint, generally either by having the Sheriff serve the defendant for a fee of \$30, or by mailing a copy to the defendant via certified mail, return receipt requested. In most counties, the Clerk will collect the sheriff's delivery fees from you when you file the case, and send the summons and complaint to the sheriff for service.

You may also have the papers delivered by certified mail. Make sure to ask for a "return receipt requested" service so you can prove that the papers were received. You should also file an affidavit proving that the papers were received. Your affidavit is a written statement affirming that the summons and complaint were properly mailed to the defendant by certified mail, return receipt requested, and that the documents were delivered to the appropriate person. Attach the original return receipt, signed by the defendant, to the affidavit. Bring the affidavit to a notary public, sign it in their presence, and have it notarized.

The magistrate will make a decision after hearing all of the witnesses. The decision may be announced immediately, but the magistrate can also take up to ten days to consider the case. Neither side may present more evidence during that ten-day period.

If the magistrate rules in your favor and the defendant has not complied with the ruling within ten days after the magistrate signs it, you may initiate a collection process. If the defendant is a corporation, you can pay a small fee and have the clerk's office issue a Writ of Execution, which is a court document directing the sheriff to seize and sell some of the defendant's property in order to satisfy the judgment.

If the defendant is an individual, you must take additional steps before the clerk can issue the Writ of Execution. First, the clerk's office must issue a document known as a Notice of Rights to Have Exemptions Designated. That document must be served on the defendant by the sheriff's office or delivered by certified mail, return receipt requested. The magistrate's ruling will remain on record for ten years and can be renewed for an additional ten years.

Appeals: If the party who loses in small claims court files an appeal within ten days, a new trial will be scheduled in district court. The party requesting the appeal must pay the clerk a fee (currently \$92) to have the case heard in district court.





**INSTALLMENT AGREEMENT
FOR PAYMENT OF
CIVIL PENALTIES ASSESSED**

WHEREAS, the Town of Stallings previously had cause to issue one or more Notices of Violation to the owner(s) of the property located at 608 Carson Street (7538-15-54-0380) for violations of the Town of Stallings Code of Ordinances; and

WHEREAS, the property owners, _____, failed to abate the noted violations in a timely manner as required by the Notice of Violation dated August 15, 2023; and

WHEREAS, the Town of Stallings issued a Notice of Civil Citation on October 4, 2023, due to continued failure by the owners to comply with the previous Notice of Violation; and

WHEREAS, the owners continued the violations, and the Town of Stallings issued a Demand for Payment letter on January 3, 2024, in the amount of \$ 4,600.00 (Four Thousand Six Hundred Dollars and No Cents); and

WHEREAS, on January 17, 2024, an inspection of the property with _____, revealed that all but a few violations were abated by the owners and the remaining items were to be removed soon. A verbal agreement was made to stop all penalty accrual as of January 3, 2024, due to the current level of compliance and the owner suggested that she would be able to pay the penalties on a payment plan; and

WHEREAS, on February 7, 2024, it was noted that all violations were abated by the owners:

WHEREAS, _____, has agreed to make a down payment in the sum of \$ _____ and to make monthly installment payments in the amount of \$ _____ each month as described herein;

WHEREAS, the Town of Stallings acknowledges receipt of the sum of \$ _____ as the down payment; and

NOW THEREFORE, the Town of Stallings agrees to the following payment schedule as described herein, and further states that failure to make the scheduled payments as required herein will result in the Town initiating a civil action in the North Carolina General Court of Justice for collection of the unpaid balance of penalties, which may include additional attorney fees, interest, court costs and other such relief as permitted by law.

PAYMENT SCHEDULE

Payments are due not later than the date of each month as indicated below:

May 17, 2024,	\$400.00 (Down payment)
June 17, 2024,	\$400.00
July 18, 2024,	\$380.00
August 19, 2024,	\$380.00
September 18, 2024,	\$380.00
October 18, 2024,	\$380.00
November 18, 2024,	\$380.00
December 18, 2024,	\$380.00
January 17, 2025,	\$380.00
February 18, 2025,	\$380.00
March 18, 2025,	\$380.00
April 18, 2025,	<u>\$380.00</u>
	\$4,600.00

I, _____, do hereby acknowledge, agree, and promise to pay to the Town of Stallings, the total balance of \$4,600.00 (Four Thousand Six Hundred Dollars and No Cents) as required in the terms of this Agreement and installment payments, without interest, in accordance with the payment schedule above.

In the event that any part thereof is not paid when due, I acknowledge and agree that the Town of Stallings will initiate a civil action in the North Carolina General Court of Justice for collection of the unpaid balance of penalties, which may include additional attorney fees, interest, court costs and other such relief as permitted by law.

WITNESS my hand this ____ day of _____, 2024.

Signature

Printed Name

State of _____

County of _____

Signature

Printed Name

I, _____, Notary Public of said State and County, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this ____ day of _____, _____.

My Commission expires
Acceptance of agreement for the Town of Stallings

Notary Public

Signature

Printed Name

Title and Department

Signature

Printed Name

Title and Department



Bid Policy

Purpose:

The purpose of this policy is to establish comprehensive guidelines, thresholds and a properly documented procedure that shall be adhered to in the solicitation of bids for the performance of construction, purchase and service contracts awarded by the Town.

a) **Definitions**

1. Construction Contract: A contract for the erection, construction, alteration or repair of any public building, other public work, or public improvement.
2. Purchase Contract: A contract for the purchase of apparatus, supplies, materials or equipment.
3. Service Contract: A contract for the purpose of performance of an identifiable task performed by either professional or nonprofessional personnel for maintenance, repair, housekeeping, communication, technical or advisory services.
4. Road Construction/Repair Contract: A contract for the construction, alteration or repair of any Town maintained road.

b) **Overview**

1. General Statements

- Nothing stated herein shall be construed to excuse the Town from complying with any requirement set forth in the NC General Statutes;
- This policy shall not create specific legal rights in favor of any person, corporation, or other legal entity;
- No person, corporation or legal entity shall have a cause of action against the Town, an elected official, officer, agent or employee of the Town due to failure to comply with the terms of this policy; and
- The requirements of the Town's Bid Policy do not apply to the exceptions listed in NC General Statute §143-129 (e) or the alternative competitive bidding methods of NC General Statute §143-129.9.

2. Statutory Requirements

- The Town of Stallings is subject to the competitive bidding requirements contained in Chapter 143, Article 8 of the NC General Statutes;
- NC General Statute §143-129 contains formal bidding requirements for construction or repair contracts ("Construction Contracts") estimated to **cost five-hundred thousand (500,000) dollars or more**. No contract subject to the provisions of NC General Statute 143-129 may be entered into unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes (E-Verify);
- NC General Statute §143-131 contains informal bidding requirements for Construction Contracts estimated to cost between thirty-thousand (30,000) dollars and four-hundred and ninety-nine thousand, nine-hundred and ninety-nine (499,999) dollars



3. Conflict with Law
 - In the event of any conflict between this Policy and the NC General Statutes, the General Statutes shall control; and
 - To the extent of any provisions of this policy exceed the requirements of applicable laws; such provisions shall be deemed as local policy and guidance and shall confer no additional rights on third parties.
4. Reporting
 - The Town Manager shall regularly make quarterly reports to the Council informing them of all informal bid contracts involving the Town.
5. Exemptions
 - Pursuant to NC General Statute §143-64.31 and §143-64.32, the Town Council may exempt itself from the requirements of the Mini-Brooks Act which governs the procurement of professional services performed by architects, engineers, surveyors, and construction managers at risk;
 - Exemptions to the Mini-Brooks Act shall be by resolution, stating the reasons for exemption, the circumstances attendant thereto and, the total estimated cost; and
 - Exemptions to the Mini-Brooks Act shall only apply to projects with a total estimated cost of \$50,000 or less.

Procedure:

a) ***Bid List***

1. Any business that performs Construction, Purchase, or Service Contracts for the Town may, upon request, be added to the Town's Bid List.
2. Any business that has performed a Construction, Purchase, or Service Contract with the Town in an amount in excess of **thirty-thousand (30,000)** dollars for the period up to five (5) years prior to the date of the establishment of this policy shall initially be included on the Bid List.
3. The existence of the Bid List, and the identity of the businesses on the Bid List, shall permanently be advertised on the Town's website. The website shall specify that any business may, upon request, be added to the Bid List.
4. The Town Manager may remove any business from the Bid List if the business no longer exists, is not financially capable of performing a contract with the Town, or for any other documented good cause. The Town Clerk shall maintain the Bid List.
 - The Manager has the discretion to reject all bids and go through the bidding process again; and
 - All contracts in this category shall be approved and awarded by Town Council.

b) ***Identifying Bidders***

1. For the purpose of identifying bidders, the Town Management may consult with available sources, such as, but not limited to, the Yellow Pages, the Internet, a Chamber of



Commerce, and the Bid List to identify businesses that are believed to be capable and responsible in performing the type of contract for which they are being identified.

c) ***Soliciting and Receiving Bids***

1. When soliciting for a Contract that is the subject of this policy, the Town Manager shall:
 - Review the Bid List, and identify the businesses that they believe are in the business of providing the goods or services required by the contract;
 - At their discretion, add businesses to the Bid List, before soliciting bids;
 - Keep a record of the businesses solicited for bids as well as the number of bids that are received for each project. The record shall not be subject to public inspection until the contract has been awarded; and
 - The Town Clerk shall receive all bids submitted, regardless of whether the business is on the Bid List, and deliver the bids to the Town Manager.
2. As of 06-13-2022, per NCGS §143-129(b), the Town Council authorized bids solely electronically, whether for a particular contract or generally for all contract that are subject to NCGS §143-129. The complete resolution solidifying this action is attached as an addendum to this document.

d) ***Construction and Repair Contracts***

1. The Council shall comply with the provisions of NC General Statute §143-131 (b) and NC General Statute §143-128.2 in the solicitation of minority participation and reporting requirements for contracts for the erection, construction, alteration or repair of any building awarded pursuant to NC General Statute §143-131 or §143-128.2.
2. Construction and Repair Contracts estimated to cost between thirty-thousand (30,000) dollars and four hundred ninety-nine thousand, nine hundred ninety-nine (499,999) dollars:
 - Contracts in this category shall follow the requirements of NC General Statutes §143-131 which contains informal bidding requirements for construction contracts estimated to cost between thirty-thousand (30,000) dollars and four-hundred ninety- nine thousand and nine hundred ninety-nine (499,999) dollars;
 - The Council shall comply with the provisions of NC General Statutes §143-131 with respect to bids on contracts that are subject to that statute, including, but not limited to, awarding the contract to the lowest responsible bidder;
 - With respect to bids that are for contracts not subject to the provisions of NC General Statute §143-131, the Manager has the discretion to reject all bids and go through the bidding process again; and
 - All contracts in this category shall be approved and awarded by Town Council.
3. Construction and Repair Contracts estimated to cost more than four hundred ninety-nine thousand, nine hundred ninety-nine (499,999) dollars.
 - Contracts in this category shall follow the requirements of NC General Statutes §143-129 which contains formal bidding requirements that cover construction or repair contracts ("Construction Contracts") estimated to cost more than five-hundred thousand (500,000) dollars;



- All contracts in this category shall be approved and awarded by Town Council.

e) **Purchase Contracts**

1. The Council shall comply with the provisions of NC General Statutes §143-131 with respect to bids on contracts that are subject to that statute, including, but not limited to, awarding the contract to the lowest responsible bidder.
2. The Council shall comply with the provisions of NC General Statutes §143-131(b) and NC General Statutes §143-128.2 in the solicitation of minority participation and reporting requirements for contracts for purchase of apparatus, supplies, materials and equipment awarded pursuant to NC General Statutes §143-131 or §143-128.2.
3. Purchase Contract estimated to cost **\$30,000** - \$89,999:
 - Contracts in this category shall follow the requirements of NC General Statutes §143-131 which contains informal bidding requirements for Purchase Contracts estimated to cost between **thirty-thousand (30,000)** dollars and eighty-nine thousand, nine hundred and ninety-nine (89,999) dollars;
 - With respect to bids that are for contracts not subject to the provisions of NC General Statute §143-131, the Manager has the discretion to reject all bids and go through the bidding process again; and
 - All contracts in this category shall be approved and awarded by Town Council.

f) **Service Contracts**

1. Service contracts are not subject to the requirement to award to the lowest responsible bidder. Therefore, Town Council may, at their discretion, award the contract to the bidder of their choosing.
 - There are no North Carolina Statutes which contain bidding requirements for contracts for the provision of services (“Service Contracts”) in any amount.
2. Exceptions—This policy for Service Contracts shall not apply to:
 - Contracts for the provision of architectural, engineering, surveying, or construction management at risk services, which are subject to the provisions of NC General Statutes §143-64.31; and
 - Contracts of employment with the Town.
3. **For service contracts estimated to cost more than thirty-thousand (30,000) dollars:**
 - **Informal** bidding procedures shall be followed as prescribed in NC General Statutes §143-131.; and
 - All contracts in this category shall be approved and awarded by Town Council.



Quick Reference Matrix

Contract Type	Council Approval Required	Bidding Process Required
Any Contract < \$30K	No	None
Construction \$30K - \$499,999	Yes	Informal
Construction > \$499,999	Yes	Formal
Purchase \$30K - \$89,999K	Yes	Informal
Purchase > \$89,999K	Yes	Formal
Service > \$30K	Yes	Informal



Bid Policy

Purpose:

The purpose of this policy is to establish comprehensive guidelines, thresholds and a properly documented procedure that shall be adhered to in the solicitation of bids for the performance of construction, purchase and service contracts awarded by the Town.

a) *Definitions*

1. Construction Contract: A contract for the erection, construction, alteration or repair of any public building, other public work, or public improvement.
2. Purchase Contract: A contract for the purchase of apparatus, supplies, materials or equipment.
3. Service Contract: A contract for the purpose of performance of an identifiable task performed by either professional or nonprofessional personnel for maintenance, repair, housekeeping, communication, technical or advisory services.
4. Road Construction/Repair Contract: A contract for the construction, alteration or repair of any Town maintained road.

b) *Overview*

1. General Statements
 - Nothing stated herein shall be construed to excuse the Town from complying with any requirement set forth in the NC General Statutes;
 - This policy shall not create specific legal rights in favor of any person, corporation, or other legal entity;
 - No person, corporation or legal entity shall have a cause of action against the Town, an elected official, officer, agent or employee of the Town due to failure to comply with the terms of this policy; and
 - The requirements of the Town's Bid Policy do not apply to the exceptions listed in NC General Statute 143-129 (e) or the alternative competitive bidding methods of NC General Statute 143-129.9.
2. Statutory Requirements
 - The Town of Stallings is subject to the competitive bidding requirements contained in Chapter 143, Article 8 of the NC General Statutes;
 - NC General Statute 143-129 contains formal bidding requirements for construction or repair contracts ("Construction Contracts") estimated to cost ~~ninety-thousand (90,000)~~ Outdated. \$500K or more dollars or more. No contract subject to the provisions of NC General Statute 143-129 may be entered into unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes (E-Verify);
 - NC General Statute 143-131 contains informal bidding requirements for Construction Contracts estimated to cost between thirty-thousand (30,000) dollars and four-hundred and ninety-nine thousand, nine-hundred and ninety-nine (499,999) dollars



and Purchase Contracts estimated to cost between thirty-thousand (30,000) dollars and eighty-nine thousand, nine-hundred and ninety-nine (89,999) dollars;

- There are no formal or informal bidding requirements, contained within North Carolina General Statutes, for Construction or Purchase Contracts estimated to cost less than thirty-thousand (30,000) dollars; and
- There are no North Carolina Statutes which contain bidding requirements for contracts for the provision of services (“Service Contracts”) in any amount.

3. Conflict with Law

- In the event of any conflict between this Policy and the NC General Statutes, the General Statutes shall control; and
- To the extent of any provisions of this policy exceed the requirements of applicable laws; such provisions shall be deemed as local policy and guidance and shall confer no additional rights on third parties.

4. Reporting

- The Town Manager shall regularly make quarterly reports to the Council informing them of all informal bid contracts involving the Town.

5. Exemptions

- Pursuant to NC General Statute 143-64.31 and 143-64.32, the Town Council may exempt itself from the requirements of the Mini-Brooks Act which governs the procurement of professional services performed by architects, engineers, surveyors, and construction managers at risk;
- Exemptions to the Mini-Brooks Act shall be by resolution, stating the reasons for exemption, the circumstances attendant thereto and, the total estimated cost; and
- Exemptions to the Mini-Brooks Act shall only apply to projects with a total estimated cost of \$50,000 or less.

Procedure:

a) ***Bid List***

1. Any business that performs Construction, Purchase, or Service Contracts for the Town may, upon request, be added to the Town’s Bid List.
2. Any business that has performed a Construction, Purchase, or Service Contract with the Town in an amount in excess of twenty-thousand (20,000) dollars for the period up to five (5) years prior to the date of the establishment of this policy shall initially be included on the Bid List.
3. The existence of the Bid List, and the identity of the businesses on the Bid List, shall permanently be advertised on the Town’s website. The website shall specify that any business may, upon request, be added to the Bid List.
4. The Town Manager may remove any business from the Bid List if the business no longer exists, is not financially capable of performing a contract with the Town, or for any other documented good cause. The Town Clerk shall maintain the Bid List.



b) **Identifying Bidders**

1. For the purpose of identifying bidders, the Town Management may consult with available sources, such as, but not limited to, the Yellow Pages, the Internet, a Chamber of Commerce, and the Bid List to identify businesses that are believed to be capable and responsible in performing the type of contract for which they are being identified.

c) **Soliciting and Receiving Bids**

1. When soliciting for a Contract that is the subject of this policy, the Town Manager shall:
 - Review the Bid List, and identify the businesses that they believe are in the business of providing the goods or services required by the contract;
 - At their discretion, add businesses to the Bid List, before soliciting bids;
 - Keep a record of the businesses solicited for bids as well as the number of bids that are received for each project. The record shall not be subject to public inspection until the contract has been awarded; and
 - The Town Clerk shall receive all bids submitted, regardless of whether the business is on the Bid List, and deliver the bids to the Town Manager.
2. As of 06-13-2022, per NCGS 143-129(b), the Town Council authorized bids solely electronically, whether for a particular contract or generally for all contract that are subject to NCGS 143-129. The complete resolution solidifying this action is attached as an addendum to this document.

\$30K

d) ~~Contracts estimated to cost less than twenty thousand (20,000) dollars~~

1. Any contract estimated to cost less than ~~twenty thousand (20,000) dollars~~ is not subject to any bid requirements, whether formal, informal, or Town initiated.

e) **Construction Contracts**

1. This section excludes road construction projects/repairs.
2. The Council shall comply with the provisions of NC General Statute 143-131 (b) and NC General Statute 143-128.2 in the solicitation of minority participation and reporting requirements for contracts for the erection, construction, alteration or repair of any building awarded pursuant to NC General Statute 143-131 or 143-128.2.
3. Construction Contracts estimated to cost ~~twenty thousand (20,000) dollars~~ and one-hundred thousand ~~(100,000)~~ dollars:
 - Contracts in this category shall follow the requirements of NC General Statutes 5143-131 which contains informal bidding requirements for construction contracts estimated to cost between ~~thirty-thousand (30,000) dollars~~ and four-hundred ninety-nine thousand and nine hundred ninety-nine (499,999) dollars;
 - The Council shall comply with the provisions of NC General Statutes 5143-131 with respect to bids on contracts that are subject to that statute, including, but not limited to, awarding the contract to the lowest responsible bidder;
 - With respect to bids that are for contracts not subject to the provisions of NC General Statute 5143-131, the Manager has the discretion to reject all bids and go through the bidding process again; and

Follow State informal requirements



- All contracts in this category shall be approved and awarded by Town Council.
- 4. Construction Contracts estimated to cost more than ~~one hundred thousand (100,000) dollars.~~
 - Contracts in this category shall follow the requirements of NC General Statutes 5143-129 which contains formal bidding requirements that cover construction or repair contracts ("Construction Contracts") estimated to cost more than five-hundred thousand (500,000) dollars;
 - Formal bidding procedures shall be followed as described in NC General Statutes 5143-129 for Construction Contracts estimated to cost more than \$100,000, as opposed to the \$500,000 limit as set forth in the statute; and
 - All contracts in this category shall be approved and awarded by Town Council.

Follow State informal requirements

f) **Purchase Contracts**

1. The Council shall comply with the provisions of NC General Statutes 5143-131 with respect to bids on contracts that are subject to that statute, including, but not limited to, awarding the contract to the lowest responsible bidder.
2. The Council shall comply with the provisions of NC General Statutes 5143-131(b) and NC General Statutes 5143-128.2 in the solicitation of minority participation and reporting requirements for contracts for purchase of apparatus, supplies, materials and equipment awarded pursuant to NC General Statutes 5143-131 or 5143-128.2.
3. Purchase Contract estimated to cost ~~\$20,000~~ - \$89,999:

\$30K

- Contracts in this category shall follow the requirements of NC General Statutes 143-131 which contains informal bidding requirements for Purchase Contracts estimated to cost between thirty-thousand (30,000) dollars and eighty-nine thousand, nine hundred and ninety-nine (89,999) dollars;
- With respect to bids that are for contracts not subject to the provisions of NC General Statute 143-131, the Manager has the discretion to reject all bids and go through the bidding process again; and
- All contracts in this category shall be approved and awarded by Town Council.

g) **Service Contracts**

1. Service contracts are not subject to the requirement to award to the lowest responsible bidder. Therefore, Town Council may, at their discretion, award the contract to the bidder of their choosing.

2. Exceptions—This policy for Service Contracts shall not apply to:

- Contracts for the provision of architectural, engineering, surveying, or construction management at risk services, which are subject to the provisions of NC General Statutes 143-64.31; and
- Contracts of employment with the Town.

3. ~~For service contracts estimated to cost between twenty-thousand (20,000) and one-hundred thousand (100,000) dollars:~~

Remove and create informal requirements for anything over \$30K



- The Manager has the discretion to reject all bids and go through the bidding process again; and
- All contracts in this category shall be approved and awarded by Town Council.

\$30K. Informal

4. For service contracts estimated to cost more than one-hundred thousand (100,000) dollars:
 - Formal bidding procedures shall be followed as prescribed in NC General Statutes 143-129.; and
 - All contracts in this category shall be approved and awarded by Town Council.

h) Road Construction/Repair Contracts

Remove "Road" and utilize Construction/Repair Bid Policies

1. The Council shall comply with the provisions of NC General Statutes 5143-131 with respect to bids on contracts that are subject to that statute, including, but not limited to, awarding the contract to the lowest responsible bidder.
2. The Council shall comply with the provisions of NC General Statutes 5143-131(b) and NC General Statutes 5143-128.2 in the solicitation of minority participation and reporting requirements for contracts for the construction, alteration or repair of any road awarded pursuant to NC General Statutes 5143-131 or 5143-128.2.
3. Road Construction/Repair Contracts estimated to cost twenty-thousand (20,000) dollars and three-hundred thousand (300,000) dollars:
 - Contracts in this category shall follow the requirements of NC General Statutes 5143-131 which contains informal bidding requirements for Construction Contracts estimated to cost between thirty-thousand (30,000) dollars and 499,999;
 - With respect to bids that are for contracts not subject to the provisions of NC General Statutes 5143-131, the Manager has the discretion to reject all bids and go through the bidding process again; and
 - All contracts in this category shall be approved and awarded by Town Council.
4. For Road Construction/Repair Contracts estimated to cost more than three-hundred thousand (300,000) dollars:
 - Formal bidding procedures shall be followed as described in NC General Statutes 143-129 for Road Construction/Repair Contracts estimated to cost more than three-hundred thousand (300,000) dollars, as opposed to the five-hundred thousand (500,000) dollar limit as set forth in the statute; and
 - All contracts in this category shall be approved and awarded by Town Council.

Quick Reference Matrix

Contract Type	Council Approval Required	Bidding Process Required
Any Contract < \$30K	No	None
Construction \$30K - \$500K	Yes	Informal
Construction > \$500K	Yes	Formal
Purchase \$30K - \$90K	Yes	Informal
Purchase > \$90K	Yes	Formal
Service > \$30K	Yes	Informal



Service > \$100K	Yes	Formal
Road \$20K - \$300K	Yes	Informal
Road > \$300K	Yes	Formal

Remove "Road" and utilize Construction/Repair Bid Policies

