



August 10, 2026
 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	David Scholl, Mayor	NA
	7:05 p.m.	Public Comment	David Scholl, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 06-08-2026 (2) 06-08-2026 – closed (3) 06-22-2026 – special (4) 06-22-2026 (5) 07-13-2026 (6) 07-13-2026 - closed B. Amended Budget Ordinance 1 – Stormwater Capital Project Fund Creation C. Capital Improvements Plan Addition - Highway 74/Stallings Road Water Tank Logo D. Town Manager Amended Contract E. Space Needs Study Contract; Mini Brooks Act Exception Resolution F. Pavement Condition Survey Agreement - Pavement Navigators	David Scholl, 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	David Scholl, Mayor	Approve agenda as written

4.	7:27 p.m.	TX26.07.01 A. Recreational Facilities and Community Amenities Text Amendment (1) Open the Public Hearing (2) Information from Staff (3) Close Public Hearing (4) Council Vote B. Statement of Consistency and Reasonableness	Max Hsiang, Planning Director	Approve/deny text amendment
5.	7:45 p.m.	Engineering Items A. Southstone Subdivision Public Road Infrastructure Acceptance B. Courtyards at Lawyers Subdivision Public Road Infrastructure Acceptance	Justin Russell, Associate Engineer	Approve/deny infrastructure acceptance.
6.	8:00 p.m.	Splash Pad Design Contract	Eunice Donnelly, Parks & Rec. Dir. Nick Lowe, McAdams	Approve/deny contract
7.	8:10 p.m.	Community Committee Applications	Erinn Nichols, Asst. Town Mgr.	Consider appointment
8.	8:15 p.m.	E-Bike Information	Dennis Franks, Police Chief	Discussion and possible action
9.	8:25 p.m.	Council Policies A. Rules of Procedure, Rule 5. Public Address to the Council Update B. Public Records Request Special Assessment	Melanie Cox, Town Attorney Erinn Nichols, Asst. Town Mgr.	Approve/deny policy/policy updates
10.	8:40 p.m.	Adjournment	David Scholl, Mayor	Adjournment

**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 8, 2026, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

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

Those absent were: Council Member Jon Van de Riet.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Engineering Director; Jessie Williams, Finance Officer; Eunice Donnelly, Parks and Recreation Director; Karen Reid, Human Resources Director; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

Kelly Rusk, spoke about the Whetstone Hotel and its inactivity. He requested Staff set a reasonable deadline for the project as the community wanted to know what would happen with the project. He felt a deadline was a common sense approach. Mr. Rusk said he was leaning on the Council to make the right choice and wanted to know if they were going to continue with the project.

1. Consent Agenda

A. Minutes from the following meetings:

- (1) 05-04-2026 – special
- (2) 05-11-2026 – special
- (3) 05-11-2026
- (4) 05-11-2026 – closed
- (5) 05-26-2026
- (6) 05-26-2026 – closed

Council Member Richardson made the motion to approve the Consent Agenda. The motion passed by a unanimous vote after a second from Council Member Couzens.

2. Reports

A. Report from Mayor

Mayor Scholl reported that at the last WUMA meeting he met some of the other members he had not met. He also lobbied in Raleigh with Centralina Regional Council and had good conversations with state representatives.

B. Report from Council Members/Town Committees

Council Members Wojtowicz and Richardson had no reports.

Council Member Couzens shared that he attended a UNC School of Government Economic Development class in Hickory and thanked the Council for allowing the Council to take advantage of continuing education.

Council Member Hall had no report.

Council Member Ayers thanked the Police Staff for the extended training and also the Staff for all the research on items requested by Council.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported the following:

- Budget Line Items Transfer List – The *May 2026 Budget Line Item Transfer List* is attached to these minutes and therefore incorporated here.

3. Agenda Approval

Town Attorney Cox requested Council add Agenda Item 6.A. as Closed Session pursuant to NCGS 143-318.11(a)(3). Council Member Hall made the motion to approve the Agenda with the changes above. The motion was seconded by Council Member Richardson and passed unanimously.

4. 2026-2027 Budget

A. Public Hearing

Mayor Scholl opened the public hearing. Town Manager Sewell thanked the Council and Staff for their work on the 2026-2027 Budget. He then presented the Council with the main points of the proposed budget. This presentation is attached to these minutes and therefore incorporated herein. Police Chief Franks also addressed the staffing level of police and the staffing analysis. Chief Frank's memo on the staff analysis is attached to these minutes and therefore incorporated herein.

No public was present who wished to speak on the 2026-2027 Budget. Mayor Scholl closed the public hearing. Council discussed the proposed budget.

B. 2026-2027 Budget Adoption

- 2026-2027 Operating Ordinance
- 2026-2027 Capital Ordinance
- 2026-2027 Fee Schedule

Council discussed the proposed budget. Council Member Richardson made the motion to adopt the 2026-2027 Operating Ordinance, 2026-2027 Capital Ordinance and the 2026-2027 Fee Schedule. Council Member Wojtowicz seconded the motion. The motion passed by a 4 to1 vote with Council Member Hall opposing. The *2026-2027 Operating Ordinance*, *2026-2027 Capital Ordinance*, and the *2026-2027 Fee Schedule* are attached to these minutes and therefore incorporated herein.

5. Sidewalk Projects with Indian Trail

Engineering Director Kevin Parker explained Council directed Staff to coordinate with the Town of Indian Trail regarding potential partnership opportunities for sidewalk projects located along shared municipal boundaries specifically collaborations on projects where municipal jurisdiction was shared between the two communities. Staff had been coordinating with Indian Trail to evaluate potential partnership opportunities and funding strategies for advancing pedestrian improvements along shared corridors. The proposed partnership included two pedestrian improvement projects with constructions of an 8-foot-wide sidewalk connection:

1. Chestnut Lane Sidewalk Improvements – extending from Matthews-Weddington Road to Potter Road. The proposed project would primarily consist of filling existing sidewalk gaps and constructing a boardwalk crossing over the West Fork of Twelve Mile Creek. (\$775,000 - Stallings share of the project.)
2. Matthews-Indian Trail Road Sidewalk Improvements – extending from Chestnut Parkway to Atrium Health Union West. (\$500,000 - Stallings share of the project.)

Mr. Parker's presentation highlighting the funding options and complete projects specifics is attached to these minutes and therefore incorporated herein.

After Council discussion, consensus to continue discussion about the projects with Indian Trail including looking at options for partial sections due to current population and projected projects, prioritizing the Chestnut project over the Matthews-Indian Trail project.

6. Local Government Revitalization Project

2725 Old Monroe Road

Council Member Couzens explained Development Finance Initiative (DFI) at the University of North Carolina School of Government (UNC SOG) had a program called the Local Government

Revitalization Project where graduate students voted on submissions from municipalities to study old/historic buildings for commercial re-use. The buildings accepted after voting were then studied (market research, feasibility analysis, etc.) at no cost to the Town. Council Member Couzens requested the Council allow for the submittal of the Town's building at 2725 Old Monroe Road for consideration by the graduate students.

Council Member Ayers to have Staff submit 2725 Old Monroe Road for consideration by the Local Government Revitalization Project. The motion was passed unanimously by Council after a second by Council Member Richardson.

6.A. Closed Session pursuant to NCGS 143-318.11(a)(3)

Council Member Richardson made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to which Council Member Couzens seconded. The motion was passed unanimously by Council.

Council recessed into closed session at 8:45 p.m. and reconvened into open session at 9:07 p.m.

7. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Wojtowicz, and the motion received unanimous support. The meeting was adjourned at 9:07 p.m.

Approved on _____, 2026.

David Scholl, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for a special meeting on Monday, June 22, 2026, at 5:30 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

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

Thos absent were: Council Members Mike Couzens and Graham Hall.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; and Planning Attorney Mac McCarley.

1. Call the meeting to order

Mayor Scholl called the meeting to order.

2. Quarterly Strategic Discussions

Town Manager Sewell explained that the meeting stemmed out of the annual retreat meeting when Council requested quarterly strategic conversations to think about big picture items. Mr. Sewell also provided the Council with a letter from the County Manager Brian Matthews regarding an update on the county's sewer capacity. This letter is attached to these minutes and therefore incorporated herein.

A. Town-wide economic development with Union County Economic Development
Ron Mahle to include county sewer discussions

Ron Mahle, Director of Union County Economic Development, was present to share updated information with the Council from his department. Mr. Mahle's presentation is attached to these minutes and therefore incorporated herein. Mr. Mahle recommended the Council continue to be selective about development possibilities.

Mr. Mahle offered assistance to the Council regarding the Town Center and would begin sharing a monthly report with the Council to provide updates.

B. Town owned properties and projected purpose
(per 05-04-2026 Budget Meeting)

The Council reviewed a map highlighting the Town-owned properties and held a discussion of 2725 Old Monroe Road. Council held consensus to have the Town Manager inform the homeowner at 333 Stallings Road the Town would be interested in the property should it come up for sale.

C. Review of Council Ethics Policy and Code of Conduct

Assistant Town Manager Nichols gave Council a copy of its current ethics policy and a copy of a proposed amendment that would incorporate the conduct items the Council identified at its 2026 Annual Planning Retreat. Council would review the information and bring back its desired changes to Staff.

3. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Van de Riet, and the motion received unanimous support. The meeting was adjourned at 6:37 p.m.

Approved on _____, 2026.

David Scholl, 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 22, 2026, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor David Scholl; Council Members Steven Ayers, Graham Hall, Jon Van de Riet, and Laurie Wojtowicz.

Those absent were: Mayor Pro Tempore Brad Richardson; and Council Member Mike Couzens.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Engineering Director; Matt Dillard, Code Enforcement Officer; Katie King, Sr. Planning Technician; Brig Sheehy, GIS Planning Technician; Jessie Williams, Finance Officer; Eunice Donnelly, Parks and Recreation Director; and Mac McCarley, Planning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor David Scholl welcomed everyone to the meeting and Council Member Van de Riet delivered the invocation. Mayor Scholl then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Kelly Rusk asked the Council to deny the applicant's proposal for the abandonment of Whetstone Drive for the Whetstone Hotel. He highlighted the hotel in Charlotte that was busted for human trafficking. He asked the Council to be very strong in site planning process if the applicant was allowed to move forward with the project. He thanked the Council for its service and asked the developer to reconsider the location of the motel.

Karen Knadtsen from Willow Brook spoke about the continuing damage from the fiber company installation. There were gas leaks, irrigation damages, utility outages, seven sink holes after rain where there was digging. The sink holes had been fixed and yards still needed to be repaired. She would like to know who was determining the quality of repairs.

1. Agenda Approval

Council Member Van de Riet made the motion to approve the Agenda as presented. The motion was seconded by Council Member Hall and passed unanimously.

2. CZ26.02.02

A. Lawyers Road Commercial

Mayor opened the public hearing. GIS Planning Technician Brig Sheehy explained the item was a conditional zoning request for Lawyers Road Commercial/Office (CZ26.02.02), a non-residential commercial and office development on approximately 1.23 acres located at 14721 Lawyers Road across from the Stevens Mill Shopping Center parcel ID #08324001. The request was to rezone the property from Single Family Residential 1 (SFR-1) to Conditional Zoning Mixed-Use 2 (CZ-MU-2) as non-residential and was intended to accommodate office and café uses. The Staff Report for CZ26.02.02 is attached to these minutes and therefore incorporated herein.

Applicant Yuriy Vorobets showed a presentation to Council. This presentation is attached to the minutes and therefore incorporated herein. The Applicant agreed to build with brick similar to the Harris Teeter Shopping Center in the area.

Ann Curtis, 1240 Avalon Place, was opposed to the rezoning due to the impact it would have to the residents at the Courtyards. She was not opposed to commercial in the area but felt it should also honor and protect neighborhoods. Ms. Curtis said that the business would sit 222 ft. from her house and that the residents living behind the site would be impacted by light and noise. She asked the Council to require undisturbed buffer with fence or wall and year-round evergreens and that the building face Lawyers Road with no parking or dumpsters behind the building. She wanted the conditions to be clear and stated in an enforceable way. She asked the Council not to approve the rezoning unless there were neighbor protections.

Lawrence McCrank, 1323 Vista Drive, was a retired academic dean and did not want to fault the property owner and the current project. He faulted the Council and the government for past neglect tearing down green spaces and asked the Council to look at the wildlife stating the Council allowed Epcon to strip the wildlife for sewer and put in a walkway taking away woods that blocked noise level. He stated the planning that Stallings was doing had to be better. He did not disagree with proposal but disagreed with lack of green space. He told Council to save the woods, keep the noise protection, and insist the Council do better.

Larry Finocchi, 1020 Avalon Place, shared a photograph of the property that Union County sewer cut down for the sewer easement. He stated that a 6 ft. fence was not an effective visual barrier. He stated that requiring the applicant to put in a sidewalk was of no benefit as it would not connect to the neighborhood. He asked the Council to deny the request

Council Member Ayers made the motion to continue the public hearing on July 13, 2026, and postpone the item at the applicant's request, which was seconded by Council Member Van de Riet. The motion was passed unanimously.

B. Statement of Consistency and Reasonableness

This item was not discussed as the previous item was tabled.

3. TX26.05.01

A. Minor Telecommunications Formatting Fix

Mayor Scholl opened the public hearing. Sr. Planning Technician Katie King explained staff proposed TX26.05.01 as an amendment to Article 10 of the Stallings Development Ordinance to correct missing wireless telecommunication facility standards. Prior to June 28, 2021, Article 10.1-34 contained the additional standards for a "Co-located Wireless Telecommunication Facility". These standards were required to be included in the Stallings Development Ordinance pursuant to NC General Statute §160D-930 through §160D-938. Following the 2021 ordinance update, these standards were omitted by the ordinance due to a technical glitch during an upload. To correct this issue, staff proposed reinstating the "Co-located Wireless Telecommunication Facility" standards to its original location under Article 10.1-34. Staff's report on TX26.05.01 is attached to these minutes and therefore incorporated herein.

No one was present to speak on the item. Mayor Scholl closed the public hearing.

Council Member Hall made the motion to approve TX26.05.01 and its Statement of Consistency and Reasonableness with Council Member Wojtowicz seconding the motion. Council approved the motion unanimously.

B. Statement of Consistency and Reasonableness

The *Statement of Consistency and Reasonableness for TX26.05.01* was approved in the Council's prior action and is attached to these minutes and therefore incorporated herein.

4. TX26.05.02

A. RV Occupancy

Mayor Scholl opened the public hearing. Code Enforcement Officer Matt Dillard explained the item was a Staff proposed update to RV occupancy regulations in the Stallings Development Ordinance to address enforcement concerns. The overall goal of the changes was to provide greater consistency and clarity in RV occupancy enforcement. Additionally, the proposed changes were intended to support the general appearance, health, and safety of residential properties throughout the Town. Staff's report on the item is attached to these minutes and therefore incorporated herein. Planning Board recommended approval of the text amendment.

Council Member Van de Riet made the motion to table and have Staff add additional wording for exception, bringing back to Council continuing the public hearing at the July 13, 2026, Council Meeting. The motion was passed unanimously by Council after a second from Council Member Ayers.

B. Statement of Consistency and Reasonableness

This item was not discussed as the previous item was tabled.

5. Opening Burning
Ordinance Amendment

Code Enforcement Officer Matt Dillard explained the purpose of the proposed amendment was to improve clarity, consistency, and enforceability of the Town's open burning regulations. The revisions established clearer standards regarding prohibited burning activities, define permissible exceptions where applicable, and clarify enforcement provisions to support public safety, air quality, and the general welfare of the community. Staff's report on the item is attached to these minutes and therefore incorporated herein. Staff recommended approval of the amendment.

The motion was made by Council Member Wojtowicz to adopt the Ordinance Update to the Town of Stallings CHAPTER 95: OPEN BURNING OF YARD WASTE of the Code of Ordinances. Council Member Ayers seconded the motion which was passed unanimously by Council. The *Ordinance Update to the Town of Stallings CHAPTER 95: OPEN BURNING OF YARD WASTE of the Code of Ordinances* is attached to these minutes and therefore incorporated herein.

6. Evaluation of Notification Options
Council Requested

Planning Director Max Hsiang reminded Council it had expressed interest in expanding the mailed notification radius from 500 feet to 1,000 feet. While the goal of increasing public awareness aligned with broader communication objectives, such a change would significantly increase both staff workload and associated costs. Mr. Hsiang gave the Council the background of the state requirement and the standards of the surrounding municipalities regarding notification options. The Staff Report on this item is attached to these minutes and therefore incorporated herein.

Council discussed the item. Council Member Van de Riet made the motion to maintain the current 500 ft. notification standards for mailers but also pursue notification of HOAs or ETJ also within that 500 ft. Council Member Hall seconded the motion. The motion failed by a three to one vote with

Council Member Wojtowicz opposing. The motion failed and would come back to Council at the following meeting.

7. Conditional Zoning Process Policy

Council Requested

Planning Director Hsiang explained Staff had developed a proposed Conditional Zoning Review and Decision Process Policy in response to Council's February 23, 2026 discussion regarding potential revisions to the Conditional Zoning Council Subcommittee Meeting Policy. Rather than modifying the existing subcommittee structure, the proposed policy established a formal review process conducted through publicly noticed Town Council meetings. Staff believes this approach provides greater clarity, transparency, and consistency while allowing Council additional time to evaluate applications following public input received through the public hearing process.

The proposed policy was intended to:

- Ensure fair and transparent public hearings
- Provide adequate time for Council consideration of Conditional Zoning applications
- Promote consistency in scheduling, deliberation, and decision-making
- Conduct Council discussion and decision-making within the public meeting process
- Eliminate the need for pre-hearing advisory meetings while maintaining flexibility when unique circumstances arise

Council Member Ayers made the motion to table the item until the July 13, 2026 Council Meeting. The motion was passed unanimously by Council after a second from Council Member Wojtowicz.

8. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Hall, and the motion received unanimous support. The meeting was adjourned at 9:05 p.m.

Approved on _____, 2026.

David Scholl, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC
16991

June 22, 2026

**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 July 13, 2026, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor David Scholl; Mayor Pro Tempore Brad Richardson; Council Members Steven Ayers, Mike Couzens, Graham Hall, Jon Van de Riet, and Laurie Wojtowicz.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Matt Dillard, Code Enforcement Officer; Brig Sheehy, GIS Planning Technician; Jessie Williams, Finance Officer; Kevin Parker, Engineering Director; Eunice Donnelly, Parks and Recreation Director; Mac McCarley, Planning Attorney; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor David Scholl welcomed everyone to the meeting and Council Member Van de Riet delivered the invocation. Mayor Scholl then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Bob Rahilly, 5950 Stevens Mill Road, was present to speak on the RV Occupancy issue. He stated that on Jan. 12, 2025, his house burned down and he was in ICU for three months due to burns with nowhere to live. He felt he was the target of new proposed rules because he lives in RV on his property due to his house burning down. He had an issue with the time frames proposed because it did not allow enough time for him to get out of the hospital, deal with insurance and permits needed in order to rebuild. He said there was no way to rebuild a home in six months based on insurance and permitting requirements.

1. Consent Agenda

- A. Alcohol Sales at Certain 2026 Stallings Fest Kick-Off Concert
- B. Police Department Vehicle Purchase
- C. Lake Drive Bridge Replacement Phase 1 Approval

Staff requested that Consent Agenda Item 1.C., *Lake Drive Bridge Replacement Phase 1 Approval*, be moved to the regular Agenda. Council Member Wojtowicz made the motion to approve the Consent Agenda with the above noted change. The motion passed by a unanimous vote after a second from Council Member Richardson.

2. Reports

A. Report from Mayor

Mayor Scholl reported he went to Raleigh to speak with local state representatives and noted that \$150,000 should be added for Stallings from the State for capital needs. He also noted that the Centralina Executive Director had resigned and as the Chair of the Centralina Board, he was now leading the organization.

B. Report from Council Members/Town Committees

Council Members Ayers and Hall had no items.

Council Member Couzens came out to Chalk the Walk in the Stallings Municipal Park and enjoyed that event. He also reported that he was working with Hunley Creek to try to get yards back into shape after utility work in the right-of-way.

Council Member Van de Riet noted that his water line was also damaged during the utility work in the right-of-way. However, he noted that Union County Water and Kinetics were very professional with the repairs.

Council Member Richardson, as the chair of CRTPO (the regional transportation board), explained the I77 South debate:

- The toll lanes project had been planned for 12 years.
- A project company was hired to manage the toll lanes.
- Charlotte directed their CRTPO representative to reverse Charlotte's support in the toll lanes project.
- Due to weighted voting, it was impossible to outvote Charlotte on this matter.
- NC Governor passed the State budget that included repayment of project funds due to pulling support.
- It was noted that Stallings was not on the hook to repay/reimburse the State as it did not vote to resend its support.
- The NC Governor gave 90 days for municipalities to change their vote and not resend their support.

Council Member Wojtowicz stated Fairview neighborhood was also having issues with Kinetic and right-of-way issues as well.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported the following:

- Budget Line Items Transfer List – The *June 2026 Budget Line Item Transfer* is attached to these minutes and therefore incorporated herein.

3. Agenda Approval

Town Manager Sewell requested Consent Agenda Item 1.C., *Lake Drive Bridge Replacement Phase 1 Approval*, be added as Agenda Item 8.A. Council Member Richardson requested that *Charlotte Regional Transportation Planning Organization (CRTPO) MOU Amendment with Stallings* be added as Agenda Item 9.A. Council Member Ayers made the motion to approve the Agenda with the changes above. The motion was seconded by Council Member Richardson and passed unanimously.

Planning Attorney McCarley clarified that the public hearings continued at the last meeting were due to the fact that two of the six members of Council were absent from the meeting, leaving exactly four of the six members of Council present and voting. The items that were being voted on at that meeting required four votes in the affirmative to pass or continue. Therefore, the public hearings for those items were continued to the current meeting as the applicants for those items chose to have the items voted on when the complete Council was present as a matter of due process.

4. CZ26.02.02 (recessed from 06-22-2026)

A. Lawyers Road Commercial

Mayor Scholl re-opened the public hearing. GIS/Planning Technician Brig Sheehy explained this Conditional Zoning request was previously heard by the Council on June 22, 2026, and was continued to the July 13, 2026, Council meeting. Due to the absence of a full Council at the June 22 meeting, both Council and the applicant agreed to continue the item to the July 13 meeting so the full Council may hear and vote on the request. Ms. Sheehy explained the item was a conditional zoning request for Lawyers Road Commercial/Office (CZ26.02.02), a non-residential commercial and office development on approximately 1.23 acres located at 14721 Lawyers Road across from the Stevens Mill Shopping Center, Parcel ID #08324001. The request was to rezone the property from Single Family Residential 1 (SFR-1) to Conditional Zoning Mixed-Use 2 (CZ-MU-2) as non-residential and was intended to accommodate office and café uses. The Staff Report for CZ26.02.02 is attached to these minutes and therefore incorporated herein.

Kathy Finochi, HOA President of Courtyards at Emerald Lake, reported that the neighborhood was okay with the project, however it would like tall evergreens as the screening in the back.

Mayor Scholl closed the public hearing. Council discussed the item. Council Member Van de Riet made the motion to approve CZ26.02.02 and approve the Statement of Consistency and

Reasonableness for CZ26.02.02. The motion received a second from Council Member Hall and Council's unanimous approval. The *Statement of Consistency and Reasonableness for CZ26.02.02* is attached to these minutes and therefore incorporated herein.

B. Statement of Consistency and Reasonableness

This item was voted on as a part of the previous item.

5. TX26.05.02 (recessed from 06-22-2026)

A. RV Occupancy

Mayor Scholl re-opened the public hearing. Code Enforcement Officer Matt Dillard reminded the Council that the item was first introduced at the June 22, 2026, Council Meeting and explained the item was a Staff proposed update to RV occupancy regulations in the Stallings Development Ordinance to address enforcement concerns. The overall goal of the changes was to provide greater consistency and clarity in RV occupancy enforcement. Additionally, the proposed changes were intended to support the general appearance, health, and safety of residential properties throughout the Town. Staff took Council's feedback from the last meeting and incorporated that feedback into the new version of the text amendment. Staff's report on the item is attached to these minutes and therefore incorporated herein.

It was noted that the person who spoke during public comments was commenting on this item. Mayor Scholl then closed the public hearing.

The motion was made by Council Member Hall to approve TX26.05.02, changing Section 12.10-1 from the initial 90 day period to 365 days for the initial period adding additional extensions up to 180 days if reasonable progress was being made, and approve its Statement of Consistency and Reasonableness as it was consistent and reasonable with the Town's standards and its Comprehensive Land Use Plan. Council Member Wojtowicz seconded the motion which was passed unanimously by Council. The *Statement of Consistency and Reasonableness for TX26.05.02* is attached to these minutes and therefore incorporated herein.

B. Statement of Consistency and Reasonableness

This item was voted on as a part of the previous item

6. Evaluation of Notification Options (06-22-2026 introduction; second reading)
Council Requested

Planning Director Max Hsiang explained at the June 22, 2026, Council Meeting, Council voted 3 to 1 in favor of the Staff recommendation but noted that was not enough votes to pass on the first reading so the item was being brought forward for another consideration. Council had expressed interest in expanding the mailed notification radius from 500 feet to 1,000 feet. While the goal of increasing public awareness aligned with broader communication objectives, such a change would significantly increase both Staff workload and associated costs. The Town's current 500-foot notification radius exceeded the North Carolina statutory requirements and provided an enhanced level of public outreach. Additionally, Stallings' notification practices were consistent with, or exceeded, those of many peer communities.

Staff recommended:

1. Maintain the 500-foot mailing radius while also providing notice to homeowners' associations within a broader area (e.g., adjacent to the 500-foot radius).
2. This approach expanded awareness through existing neighborhood communication networks while requiring the least resources.

Council Member Richardson made the motion to approve item 1 (above) and have Staff return with more information on digital efficiencies over all. The motion was seconded by Council Member Couzens and passed unanimously by Council.

7. Conditional Zoning Process Policy (recessed from 06-22-2026)
Council Requested

Planning Director Hsiang reminded the Council that at the 2026 Council Retreat, Council identified the following priority under the "Enhance the Identity for Our Town" initiative:

"Ensure greater Town Council member understanding of projects prior to resident meetings with developers by changing the process to move Council Member subcommittee meetings ahead of neighborhood meetings."

At the Council's February 23, 2026, discussion regarding potential revisions to the Conditional Zoning Council Subcommittee Meeting Policy, it did not reach consensus on the purpose and future role of subcommittee meetings or whether moving those meetings earlier in the process would achieve the intended goals of transparency, public engagement, and informed decision-making. In response to that discussion, Staff developed a proposed Conditional Zoning Review and Decision Process Policy. Rather than modifying the existing subcommittee structure, the proposed policy established a formal review

process conducted through publicly noticed Council meetings. The approach provided greater clarity, transparency, and consistency while allowing Council additional time to evaluate applications following public input received through the public hearing process.

Council discussed. The motion was made by Council Member Couzens to approve the revised Conditional Zoning Process Policy as presented by Staff to which Council Member Van de Riet seconded. The motion passed by a 4 to 2 vote with Council Members Ayers and Wojtowicz opposing. The Conditional Zoning Process Policy is attached to these minutes and therefore incorporated herein.

8. Indian Trail Sidewalk Partnership Follow Up

Engineering Director Kevin Parker reminded Council that at the June 8, 2026, meeting, Staff presented two potential sidewalk partnership projects with Indian Trail for Council's review and discussion. These projects were identified because they were located along corridors that served both municipal jurisdictions and provided opportunities for improved pedestrian connectivity, joint funding, and potential submission through the Charlotte Regional Transportation Planning Organization (CRTPO) for future federal and state transportation funding consideration.

The two projects under consideration were:

1. Chestnut Lane Sidewalk Improvements
2. Matthews-Indian Trail Road Sidewalk Improvements

Following the June 8 discussion, Council requested that Staff further evaluate potential scope adjustments, particularly related to the Chestnut Lane project. Council's feedback regarding Chestnut Lane generally focused on three items: 1) Potentially bypassing the frontage of 2000 Chestnut Lane; 2) Relying on future redevelopment to complete existing sidewalk gaps.; and 3) Reducing the project scope to east of Courtyards at Chestnut. Staff's memo on this item is attached to these minutes and therefore incorporated herein.

Council held consensus to pursue the Chestnut Lane project with local dollars.

8.A. Lake Drive Bridge Replacement Phase 1 Approval

Engineering Director Parker explained the Town recently received the NCDOT Structure Safety Inspection Report and Priority Maintenance Notice for the bridge on Lake Drive. The existing bridge structure consisted of three 60-inch corrugated metal pipe culverts beneath Lake Drive. The inspection

identified several deficiencies, including corrosion with up to 100 percent section loss at multiple culvert inlet and outlet locations, joint separation in one barrel with visible backfill, protective coating deterioration, pipe distortion, headwall cracking, and debris restricting flow. The structure was currently rated in fair condition, with a culvert condition rating of 5, on a scale of 0-9 with 9 representing a bridge in very good condition. The inspection findings supported moving forward with replacement planning.

Staff proposed the repairs in a phased approach, completing Phase 1 and Phase 2 during FY 2027, with construction anticipated in FY 2028, subject to final design, permitting, and easement needs. Staff requested Council approve to authorize McAdams to proceed with Phase 1 (design) of the Lake Drive Bridge Replacement Project in the amount of \$94,500 plus contingency.

Council Member Richardson made the motion to authorize McAdams to proceed with Phase 1 (design) of the Lake Drive Bridge Replacement Project in the amount of \$100,000 (with added contingency) from the Stormwater Fund. The motion passed unanimously after a second from Council Member Couzens.

9. Pickle Ball Courts Noise (Richardson)
Original Consent Agenda Item 1.C.

Council Member Richardson explained that a resident called and asked if there was an ordinance regulating the buffering of pickle ball courts. After a brief discussion, Council held consensus to ask Staff to bring back language regulating the location of pickle ball courts from the noise perspective. Staff noted that there was already draft language regarding this issue going to the Planning Board in July which would slate it for Council in August.

9.A. Charlotte Regional Transportation Planning Organization (CRTPO) MOU with Stallings (Richardson)

Council Member Richardson explained CRTPO was requesting the Council endorse one edit on the Memorandum of Understanding (MOU) with the Town. The CRTPO Member Metropolitan Transit Commission (MTC) changed its name to the Metropolitan Public Transportation Authority (MPTA) and that name change needed to be reflected in the MOU.

Council Member Richardson made the motion to approve the revised MOU with CRTPO which was seconded by Council Member Van de Riet. Council passed the motion unanimously.

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

Council Member Hall made the motion to go into closed session pursuant to NCGS 143-318.11(a)(6) which was seconded by Council Member Couzens. The motion passed unanimously by Council.

Council recessed into closed session at 9:05 p.m. and reconvened into open session at 9:48 p.m.

7. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Couzens, and the motion received unanimous support. The meeting was adjourned at 9:48 p.m.

Approved on _____, 2026.

David Scholl, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Jessie Williams, Finance Officer
Date: August 10, 2026
RE: **Amended Budget Ordinance No. 1**

Council approved up to \$100,000 for Phase 1 of the Lake Drive Bridge Replacement Project at the July 13, 2026 meeting. However, the budget was not amended at that time to provide funding for the project.

Also, during that meeting, concerns were raised pertaining to long-term funding of Stormwater capital projects. A Stormwater Capital Project Fund was recommended in response.

Staff is proposing the creation of the Stormwater Capital Project Fund with an initial Stormwater Operating fund balance appropriation and transfer in the amount of \$500,000 to fund the aforementioned project, as well as to initiate long-term planning for Stormwater capital projects.

Requested Action:

Adoption of attached Amended Budget Ordinance 1

AMENDED BUDGET ORDINANCE – NO. 1
TOWN OF STALLINGS, NORTH CAROLINA
FISCAL YEAR 2026-2027

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the budget for fiscal year 2026-2027 is hereby amended as set forth below:

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<u>Stormwater Fund:</u>				
<u>Revenue Budget</u>				
Fund Balance Appropriation	67-99-3991-667	\$ 500,000	\$ -	\$ 500,000
<u>Expense Budget</u>				
Transfer to Stormwater Capital Projects	67-99-9840-096	\$ 500,000	\$ 11,109	\$ 511,109
<u>Stormwater Capital Project Fund:</u>				
<u>Revenue Budget</u>				
Transfer from Stormwater	45-99-3990-067	\$ 500,000	\$ 10,000	\$ 510,000
<u>Expense Budget - Transportation</u>				
Capital Outlay	45-97-7510-099	\$ 500,000	\$ 11,109	\$ 511,109

Explanation: To appropriate Stormwater fund balance and transfer it to the Stormwater Capital Project Fund.

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

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

ADOPTED this the 10th day of August 2026.

David Scholl, Mayor

Erinn Nichols, Assistant Town Manager/Town Clerk



MEMO

To: Mayor and Town Council
From: Alex Sewell, Town Manager
Date: 8/5/26
RE: **Highway 74/Stallings Road Water Tank Logo CIP Addition**

Purpose: The purpose of this memorandum is to update Town Council on the potential placement of the Stallings logo on the Union County water tank near Highway 74 and Stallings Road and to request approval of a planning placeholder in the Town's Capital Improvement Program.

Background: As part of the 2026 Annual Retreat priorities, Town Council directed staff to ask Union County whether the Town's logo could be placed on the water tank. Union County has confirmed that it is willing to work with the Town to add the logo when the tank is rehabilitated. The Town would be responsible for the additional painting cost, providing an approved vector design, and entering into an agreement with the County.

Union County staff have advised that the County's water tank logo policy has not yet been formally approved. Accordingly, the requirements and process could change before the project moves forward.

The County has advised that the tank cannot be rehabilitated until a new elevated storage tank is completed. Rehabilitation is currently not expected to begin until approximately the third quarter of 2029, assuming there are no delays. The County will notify the Town when the project reaches the appropriate stage to begin coordinating the design, cost, and agreement.

Financial Planning: The exact cost is not known because the project remains several years away and Union County has not yet developed a project-specific estimate.

For planning purposes, staff recommends adding a \$20,000 placeholder in FY 2028-2029 of the Capital Improvement Program. The placeholder would not authorize an expenditure or commit the Town to proceed. Staff would return the matter to Town Council once the actual cost and agreement are available.

Recommendation: Staff recommends that Town Council approve the addition of a \$20,000 planning placeholder in FY 2028-2029 of the Capital Improvement Program for the potential placement of the Town logo on the Union County water tank.

FOURTH AMENDMENT TO STALLINGS EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO THE TOWN OF STALLINGS EMPLOYMENT AGREEMENT, made and entered into this _____ day of _____, 2026 by and between the Town Council of Stallings, North Carolina, a municipal corporation, hereinafter called “Town” as party to the first part and Alex Sewell, hereinafter also referred as “Town Manager,” as party to the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Town and Manager entered into an Employment Agreement on January 8, 2018, with several amendments since that time on January 28, 2019, September 27, 2022, and June 10, 2024; and

WHEREAS, on August 10, 2026 Town and Manager negotiated a change in benefits to add an additional sick day (7.5 hours) per month under Section 6 *Other Benefits*.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend Section 6 *Other Benefits* to add the following language: the Town Manager shall receive one additional sick leave day (7.5 hours) per month, for a total of two sick leave days per month, in addition to the normal sick leave accrual provided under the Town’s personnel policy. All other terms and amendments remain in full force and effect.

IN WITNESS WHEREOF, the Town of Stallings has caused this Fourth Amendment to the Town Manager’s Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

David Scholl, Mayor

Alex Sewell, Town Manager

ATTEST:

Erinn Nichols, Town Clerk

(SEAL)

This Agreement has been pre-audited as required by the North Carolina Local Government Finance Act.

Jessie Williams, Finance Officer



MEMO

To: Mayor and Council
From: Erinn Nichols, Assistant Town Manager
Via: Alex Sewell, Town Manager
Date: 08-03-2026
RE: Resolution Exempting the Space Needs Assessment from the Mini-Brooks Act

The attached resolution authorizes the Town to exempt the proposed Space Needs Assessment project from the qualifications-based selection requirements of the North Carolina Mini-Brooks Act pursuant to N.C.G.S. § 143-64.32.

The Town conducted a reasonable search for firms who provide a comprehensive municipal space needs assessment and identified Moseley as a firm with demonstrated experience and specialized expertise focused on municipal government facility and space needs assessments. Moseley specializes in evaluating existing government facilities, organizational growth, operational efficiencies, and long-term space planning. Their experience provides the Town with a proven methodology specifically designed to assess the unique operational and facility needs of municipal organizations.

Furthermore, the estimated professional services fee is less than \$50,000, allowing the Town Council to exempt the procurement from the qualifications-based selection requirements of the Mini-Brooks Act pursuant to N.C.G.S. § 143-64.32. Staff finds that contracting directly with Moseley is in the best interest of the Town and will provide the most efficient and effective means of obtaining these specialized professional services.

Town Council budgeted for this project in its FY2027 Budget.

Action Requested:

Approve the Mini-Brooks Act Exception Resolution and allow the Town Manager to contract with Moseley for a Space Needs Assessment in the amount of \$36,000.



**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STALLINGS
EXEMPTING A PROFESSIONAL SERVICES CONTRACT FROM THE
QUALIFICATIONS-BASED SELECTION REQUIREMENTS OF THE NORTH
CAROLINA MINI-BROOKS ACT**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes, commonly referred to as the "Mini-Brooks Act," establishes qualifications-based selection requirements for the procurement of architectural, engineering, surveying, and other professional design services; and

WHEREAS, N.C.G.S. § 143-64.32 and local policies authorize units of local government to exempt particular projects from the provisions of Article 3D by written determination when the estimated professional services fee is less than fifty thousand dollars (\$50,000); and

WHEREAS, the Town Council has determined that the Town requires professional services for Stallings Space Needs Assessment; and

WHEREAS, the estimated fee for the required professional services is less than the statutory threshold of fifty thousand dollars (\$50,000); and

WHEREAS, the Town Council finds that exempting this project from the qualifications-based selection requirements of the Mini-Brooks Act is authorized by N.C.G.S. § 143-64.32 and is in the best interest of the Town.

NOW, THEREFORE, by the Town Council of the Town of Stallings that:

1. The Town Council hereby exempts the **Space Needs Assessment** from the qualifications-based selection requirements of Article 3D of Chapter 143 of the North Carolina General Statutes (the Mini-Brooks Act), pursuant to the authority granted by N.C.G.S. § 143-64.32.
2. The Town conducted a reasonable search for firms who provide a comprehensive municipal space needs assessment and identified Moseley as a firm with demonstrated experience and specialized expertise focused on municipal government facility and space needs assessments.
3. The Town Council finds that the estimated professional services fee for this project is less than fifty thousand dollars (\$50,000), thereby qualifying the project for this statutory exemption.
4. The Town Manager, or the Town Manager's designee, is authorized to procure the required professional services in accordance with the Town's Purchasing Policy and all other applicable provisions of North Carolina law.
5. This Resolution shall constitute the Town's written exemption for this project as contemplated by N.C.G.S. § 143-64.32 and shall be maintained in the official procurement file.
6. This Resolution shall become effective immediately upon its adoption.

This the 10th day of August, 2026.

Attest:

Erinn Nichols, Town Clerk

David Scholl, Mayor

Approved as to form:

Melanie Cox, Town Attorney

April 1, 2026

RE: Space Needs Assessment for Town of Stallings
Stallings, North Carolina

Mr. Alex Sewell, ICMA-CM
Town Manager
Town of Stallings
315 Stallings Road
Matthews, North Carolina 28104

Dear Mr. Sewell:

In accordance with your request, Moseley Inc. is pleased to offer this Agreement for Services with the Town of Stallings to provide the following services.

Scope of Work

The Project consists of the preparation of a space needs assessment for the following departments serving the Town of Stallings, NC:

1. Administration
2. Code Enforcement
3. Engineering & Public Works
4. Finance
5. Human Resources
6. Parks and Recreation
7. Planning and Zoning
8. Police Department
9. Storm Water

Consultants to Moseley Inc.

Moseley Inc. will perform the programming and space needs assessment with its own staff.

Scope of Services

Our proposed services shall consist of programming and preparation of a space needs assessment, and total project budget estimates as detailed below.

Task 1 - Space Needs Assessment

1. Draft programming questionnaires for distribution to the Town staff. Prepare project schedule. Prepare draft spreadsheet template for compiling the space needs. Prepare kickoff meeting agenda.
2. Conduct online kickoff meeting and distribute questionnaires.

3. Assemble and review background information. Determine additional information required. Review the complete questionnaires.
4. Conduct one on-site interview with each department and occupant group. Walk existing space to observe current operations.
5. For current, five-, ten-, and twenty-year planning horizons, prepare a Detailed Space Needs Assessment based on recommended space standards. Projections shall be documented in tabular form by division for review by the Town. Projections shall be on a space-by-space basis for each planning horizon, and shall address staff offices and workstations, security areas, and related support space. Projections of personnel types and numbers of personnel in each position for each planning horizon shall be established in consultation with Town representatives based on staffing projections provided by the Town, population projections, and responses to the Space Analysis Questionnaires prepared by Moseley.
6. Meet virtually with representatives to discuss the Detailed Space Needs Assessment and submit draft Detailed Space Needs Assessment to stakeholders.
7. Document and incorporate any stakeholder feedback and submit final Detailed Space Needs Assessment for approval.

Task 2 – Final Report

1. Based on the final space needs assessment, identify options for new construction, addition, and renovations to current facilities. Options documented in narrative format.
2. Prepare a total project budget including hard and soft project costs based on historical rough-order-of-magnitude cost budgets.
3. Compile draft report consisting of process narrative summary, space needs, and project budgets. Submit to Town for review and comment.
4. Incorporate edits as requested by the Town and issue final report.

Cost of Services

Our proposed compensation for the proposed services is the lump sum detailed in the spreadsheet enclosed as Exhibit A and includes our expenses for travel, communication, document reproduction for our own office use, and document reproduction of final report as indicated above.

For other services not defined herein, compensation shall be as mutually agreed by Moseley Inc. and the Town of Stallings and shall be computed using the attached Schedule of Hourly Billing Rates, which is an integral part of this Agreement. The attached Terms and Conditions of Agreement for Services are also an integral part of this Agreement.

Exclusions

The following services are not proposed to be provided.

1. Drawings of existing facilities.
2. Condition assessments of existing facilities.
3. Full design (Schematic Design, Design Development through Bidding/Pricing) and Construction Administration services.
4. Our proposed services do not include investigation or testing of concealed or inaccessible building conditions, and Moseley shall not be responsible for unanticipated construction costs or other issues resulting from the discovery during

April 1, 2026

construction of concealed conditions that differ from those shown on record drawings of the building provided by the City.

5. Other services not specifically identified in this proposal.

Moseley shall have no responsibility or liability for the discovery, identification, abatement, or removal of hazardous materials of any kind, including, but not limited to, asbestos, lead paint, PCB's, and petroleum products in relation to the Project, nor does our proposal include any services related to hazardous materials. The Town shall provide, separately from this Agreement, all necessary services related to hazardous materials.

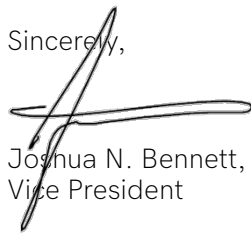
Schedule

We will work with the Town to develop a project schedule that is mutually agreeable to the Town and Moseley Inc. We understand the Town requires all services to be completed as soon as possible and desires the services be completed within two months of notice to proceed.

If this Agreement for Services is acceptable, please indicate your acceptance of and agreement to its terms and your authorization to proceed by signing below and returning one fully executed original for our files.

Thank you for this opportunity to be of service to the Town of Stallings. Please let me know if you have any questions.

Sincerely,



Joshua N. Bennett, AIA
Vice President

TOWN OF STALLINGS

ACCEPTED AND AGREED: _____

BY: _____

PRINTED NAME AND TITLE: _____

DATE: _____

ptt

Attachments:
Schedule of Hourly Billing Rates
Terms and Conditions of Agreement for Services

SCHEDULE OF HOURLY BILLING RATES - CALENDAR YEAR 2026

Principals	\$275
Architects	
Senior Project Manager	\$256
Project Manager	\$201
Architect	\$192
Project Designer	\$128
Security and Detention Design	
Security Design Specialist	\$242
Moseley Engineering Director	\$275
Moseley Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	\$225
Engineer/Designer	\$184
Intern Technician	\$128
Moseley Structural Engineering	
Senior Engineer	\$201
Engineer/Designer	\$167
Intern Technician	\$128
Moseley Interior Design	
Interior Design Director	\$225
Senior Interior Designer	\$151
Project Interior Designer	\$128
Corrections Planner	\$275
Criminal Justice Consultant	\$218
Construction Administration	
Construction Administrator	\$192
Specification Writer	\$192
Master Planning	\$266
Sustainability Planning	
Sustainability Planning Director	\$225
Energy Analyst	\$188
Sustainability Coordinator	\$167
Administrative	\$88

Rates are subject to change on January 1 of each year.

TERMS AND CONDITIONS OF AGREEMENT FOR SERVICES

These Terms and Conditions are an integral part of the Agreement for Services ("Agreement") between Moseley Architects ("Architect") and its client ("Owner"). In the event of a conflict between the Agreement and these Terms and Conditions, the Agreement shall govern. Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose. Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

1. COORDINATION WITH THE OWNER

The Architect shall confer with the Owner to coordinate its services with the Owner. The Architect shall have the benefit of the Owner's experience and knowledge of its facilities, requirements, and current policies and standards applicable to the Project. To implement this coordination, the Owner shall provide to the Architect at no cost all existing information relevant to the Project and available to the Owner.

2. OWNER'S RESPONSIBILITIES

The Owner shall provide full information in a timely manner regarding its requirements for and limitations on the Project, and the Architect shall be entitled to rely on such information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Architect's services, including any errors, omissions or inconsistencies in any documents prepared by the Architect.

3. COMPENSATION

For and in consideration of the services to be rendered by the Architect, the Owner shall pay and the Architect shall receive the compensation set forth in the Agreement. Unless otherwise specified, compensation shall be paid to the Architect on a monthly basis in accordance with monthly billing statements based upon the progress of services performed and reimbursable expenses (if applicable) incurred during that month. Monthly compensation shall be due and payable upon receipt of the billing statement by the Owner. Any payments not made within sixty (60) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning sixty (60) days after the date of the statement, and failure to make any payments when due shall entitle the Architect to suspend services. The Architect's final payment is due and payable upon completion of the Architect's services.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty of liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the construction/Work unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

4. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Architect is preparing documents for this specific Project and use; therefore, all documents, including original drawings, estimates, specifications, field notes, reports and data are and remain the property of the Architect as Instruments of Service. The Owner may obtain, upon payment of compensation due the Architect, and upon performance of all the Owner's obligations under this Agreement, reproducible and/or electronic copies for drawings and other documents in consideration of which it is mutually agreed that the Owner will use them solely in conjunction with the Project, and shall not use or authorize their use on other projects or by others, except by separate written agreement with the Architect.

Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

The Architect shall retain all pertinent records relating to the services performed hereunder for a period of seven years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable expenses.

5. PROFESSIONAL RESPONSIBILITIES

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same manner or similar locality under the same or similar circumstances.

The Architect's Services shall be limited to those expressly set forth in this Agreement. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement. The Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

The Architect shall provide the following insurance: Worker's Compensation – Statutory; Commercial General Liability – Bodily Injury - \$100,000; Property Damage - \$100,000; Comprehensive Automobile Liability - Bodily Injury - \$100,000; and Property Damage - \$100,000; Professional Liability - \$250,000 per claim and \$500,000 annual aggregate on a claims-made basis. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Certificates of insurance, on an ACORD form, shall be furnished to the Owner upon request.

Upon written request of the Owner, the Architect will provide additional insurance, if available, including increased coverage and/or limits, and the Owner will pay the Architect a mutually agreed amount for the increased coverage. The Architect's liability to the Owner for any indemnity or any damages arising in any way out of the performance of this Agreement is limited to the insurance coverages and amounts stated herein. The Architect shall not be liable to the Owner for any indirect, special or consequential loss or damage arising out of the performance or services hereunder including, but not limited to loss of use, loss of profit, or business interruption whether caused by the negligence of the Architect or otherwise.

In performance of its services, the Architect shall exercise the standard of care ordinarily exercised by members of its profession in the same locale and who are performing their services under the same conditions. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

Neither the Architect nor the Architect's consultants will offer or have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

6. DISPUTE RESOLUTION

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them related to the Agreement by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the mediator as mutually agreed. The request may be made concurrently with the filing of a legal or equitable proceeding, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, for losses of use, income, profit, financing, and for loss of management or employee productivity or of the services of such persons.

7. TERMINATION; SUSPENSION OF WORK

The Owner may, at its discretion, terminate the Project or indefinitely suspend the Project under this Agreement by giving the Architect seven-day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the Architect may have in good faith undertaken or incurred in connection with the Project. The Architect shall be equitably paid for services rendered prior to effective termination notice date.

8. SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds itself and its partners, successors, executors, administrators, and assigns to the other party to the Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement. Neither the Owner nor the Architect shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other, and agree that the Agreement represents the entire understanding of the Owner and the Architect and cannot be changed, added to, or modified in any way except in writing, signed by both the Owner and the Architect.

9. NON DISCRIMINATION

The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

10. DRUG-FREE WORKPLACE

During the performance of services provided under this Agreement, the Architect agrees to (i) provide a drug-free workplace for the Architect's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses (substituting the consultant or vendor for the Architect as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each consultant or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done by the Architect in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of such services.

11. MISCELLANEOUS PROVISIONS

This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

END OF TERMS AND CONDITIONS

Cost of Services
Town of Stallings, NC
Space Needs Assessment
April 1, 2026

	HOURS													TOTAL
	PRIN	SR PROJ MGR	ARCH	STRU ENGR	MECH ENGR	ELEC ENGR	ARCH DES	ENG DES	INTER DES	SEC DES	SPEC WRTR	CONSTR ADMIN	ADMIN	
Space Needs Assessment														
1 Develop space needs questionnaires	2	4											1	7
2 Kick-off meeting (online)	2	4											1	7
3 Review questionnaires and documents	8	16											1	25
4 Conduct on-site interviews	16	16											1	33
5 Prepare space needs	4	24					16						1	45
6 Meet to review space needs	2	4												6
7 Incorporate comments/submit final		4											1	5
Final Report														
1 Prepare narrative options		8												8
2 Prepare Total Project Budget		4												4
3 Comply Draft		8												8
4 Issue Final		2												2
														0
TOTAL HOURS	34	94	0	0	0	0	16	0	0	0	0	0	6	150
HOURLY RATE	\$275	\$256	\$192	\$201	\$225	\$225	\$128	\$128	\$167	\$242	\$192	\$192	\$88	
SUBTOTAL SERVICES COST	\$9,350	\$24,064	\$0	\$0	\$0	\$0	\$2,048	\$0	\$0	\$0	\$0	\$0	\$528	\$35,990
LUMP SUM TOTAL COST ALL SERVICES														
														\$35,990

Compensation for these services shall be a lump sum indicated above including all expenses for travel, communication, and reproduction (for the Architect's use and as described above) incurred by the Architect in providing those services



MEMO

To: Mayor and Council Members
From: Justin Russell, Associate Engineer
Date: August 10, 2026
RE: **Town of Stallings Pavement Condition Survey – Pavement Navigators**

Purpose

Staff is requesting Council approval to enter into an agreement with Pavement Navigators to perform a comprehensive pavement condition survey of the Town's roadway network. The survey will provide current, objective data on pavement conditions and establish the foundation for a long-term pavement management program, enabling the Town to prioritize maintenance and rehabilitation projects, maximize the useful life of roadway assets, and make informed capital investment decisions.

Background

The Town's most recent pavement condition survey was completed in FY2021. Council policy requires that Town-maintained roads be evaluated every three years, with the objective of maintaining an overall Pavement Condition Index (PCI) of 70 or greater. The results of this survey will assist staff in making informed pavement maintenance and rehabilitation decisions while helping prioritize projects and managing the available budget effectively. To support the next pavement condition assessment, Council appropriated \$75,000 in the FY26-27 budget.

Scope of Work

Under the proposed agreement, Pavement Navigators will provide a comprehensive pavement condition assessment of the Town's roadway network. The scope of work includes the following:

- Perform a pavement condition survey and collect condition data for approximately 56 miles of Town-maintained streets and 6.5 miles of private streets that staff anticipate will be accepted into the Town's street system.
- Prepare and deliver a comprehensive report summarizing the pavement condition survey findings, including roadway condition ratings and recommendations for maintenance and rehabilitation.
- Import the Town's roadway inventory and pavement condition data into pavement management software and provide training to Town staff on the use and maintenance of the system.
- Attend a Town Council meeting to present the pavement condition survey results, explain the findings and recommendations, and answer questions from Council.

Requested Action

Staff respectfully requests that Council approve the five-year agreement with Pavement Navigators in the amount of \$72,600 to perform a comprehensive pavement condition survey of the Town's roadway network and managed service of the pavement modeling software.



To: Town Council
From: Max Hsiang, Planning Director
Date: 08/10/2026
Re: TX26.07.01 – Recreational Facilities and Community Amenities

Request

At the request of the Town Council, staff prepared a text amendment to establish consistent development standards for pickleball and similar recreational amenities in the Stallings Development Ordinance. Existing regulations provide limited standards for certain recreational uses but do not establish uniform requirements governing the location, design, expansion, and operation of many modern recreational facilities and accessory amenities.

Although pickleball courts and similar facilities are not expressly named or separately regulated by the SDO, staff has a reasonable textual basis under Article 2 to classify a private court as accessory to a principal use. However, that classification does not authorize staff to apply standards or exceptions that are expressly limited to other uses, such as the existing lighting provisions specific to tennis courts.

During the research and development of proposed pickleball standards, staff identified an opportunity to modernize and consolidate regulations applicable to similar recreational facilities and community amenities. Rather than establishing standards for a single recreational use, the proposed amendment creates a comprehensive framework applicable to new and future recreational facilities, substantial expansions of existing facilities, and qualifying accessory recreational amenities.

The amendment establishes objective standards intended to promote compatibility with surrounding development and address potential impacts related to noise, lighting, operational intensity, and proximity to residential neighborhoods. The proposed framework also provides clearer expectations for applicants, neighboring property owners, and Town staff during development review, permitting, inspections, and enforcement.

Purpose

The purpose of this amendment is to:

- Establish a comprehensive supplemental standard for Recreational Facilities and Community Amenities applicable to all zoning districts where such uses are permitted.
- Replace the existing "Swim and Tennis Club" classification with the broader "Recreational Facilities and Community Amenities" use classification to better reflect contemporary recreational facilities and community amenities.
- Establish objective development standards governing minimum site area, separation distances, lighting, operational characteristics, permitting, and design.
- Clarify when modifications to existing recreational facilities require compliance with current development standards.

- Recognize that certain recreational facilities, including outdoor pickleball courts, generate unique operational characteristics due to repetitive impulsive noise, frequency of play, and intensity of use, and establish additional objective standards where necessary to address those impacts.
- Ensure recreational facilities remain compatible with adjacent residential development while preserving opportunities for parks, athletic facilities, community amenities, and neighborhood recreation.
- Promote consistent administration and enforcement through objective standards that can be uniformly applied during development review, permitting, inspections, and code enforcement.

Staff reviewed recreational facility regulations adopted by neighboring municipalities. Although each municipality regulates recreational facilities differently, each employs objective zoning standards, including site design, buffering, lighting, operational standards, and development review, to promote compatibility between recreational facilities and adjacent land uses. The proposed amendment incorporates similar objective regulatory principles while tailoring the standards to the Stallings Development Ordinance.

Proposed Text Amendment – Recreational Facilities and Community Amenities

Article 2

2.13-9 Recreational Facilities and Community Amenities

Add the following language:

Accessory recreational facilities and community amenities shall comply with Supplemental Standard 10.1-29 where applicable.

Article 3 Definitions

***Pickleball Court.* An outdoor or indoor athletic court designed and intended primarily for the game of pickleball, including associated fencing, net systems, player areas, and spectator seating.**

***Outdoor Pickleball Facility.* A recreational use consisting of one or more pickleball courts operated for public, private, commercial, or membership use.**

***Recreational Facility.* A permanent principal or accessory use designed for active or passive recreation, including athletic courts, athletic fields, clubhouses, community centers, swimming pool ls, playgrounds, dog parks, pavilions, fitness areas, and similar amenities.**

Article 8 – Table of Uses

- Revise the existing "Swim and Tennis Club" use to "Recreational Facilities and Community Amenities"
- Assign Supplemental Standard S10.1-29 to every residential zoning district (AG, SFR, MFT, TNDO, TC, CIV, MU-1, and MU-2) in which these facilities are permitted.

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit Reference SIC and NAICS code for further data on the listed uses.	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional 1 (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)
175	Raceway (Go-cart, Motorcycle, &/or Automobile)								
176	Recorded Media Sales (Record/Compact Disc/Tape)				L	L			L
177	Recreation Facilities and Community Amenities	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)
178	Religious Institutions (Church, Synagogue, Mosque or Place of Worship)				S (10.1-11)	S (10.1-11)	S (10.1-11)	S (10.1-11)	S (10.1-11)

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit Reference SIC and NAICS code for further data on the listed uses.	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional 1 (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	US 74 Commercial (C 74)	Interstate Hwy 485 Corporate Park (CP 485)
204	Sports and Recreation Clubs, Indoor				L	L	L	L	L	L	L
205	Stationery Store				L	L			L	L	L
206	Swim and Tennis Club	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)		S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)	S(10.1-29)
208	Swimming Pool As Accessory Use	L	L	L	L		L	L	L		

- Revise Athletic Fields in current listed zoning districts subject to Supplemental Standard S10.1-29.

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit Reference SIC and NAICS code for further data on the listed uses.	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional 1 (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)
19	Arts and Crafts Store				L	L			L
20	Asphalt Plant								
21	Athletic Fields	L-S(10.1-29)	L-S(10.1-29)	L-S(10.1-29)	L-S(10.1-29)		L-S(10.1-29)		L-S(10.1-29)
22	Auditorium, Coliseum or Stadium						L		L

Article 10

Add revised language to 10.1-29:

10.1-29 Recreational Facilities and Community Amenities

(A.) The additional standards below apply to any Zoning District listed with these additional standards in Article 8 – Table of Uses.

(B.) Applicability

- (1.) The standards of this section shall apply to all permanently installed recreational facilities and community amenities, including but not limited to pickleball courts, tennis courts, basketball courts, athletic fields, clubhouses, community centers, community swimming pools, community playgrounds, dog parks, pavilions, amenity centers, recreation buildings, and similar facilities not otherwise listed in the Table of Uses, whether established as a principal use or accessory use.
- (2.) Recreational facilities and community amenities associated with a subdivision, planned residential development, multifamily development, mixed-use development, commercial development, civic development, or institutional development shall be identified and approved as part of the applicable development approval.
- (3.) Recreational facilities and community amenities accessory to an individual principal use on an existing lot may be permitted when such facilities comply with the standards of this section and all other applicable requirements of this Ordinance.

- (4.) Land designated as open space, common area, conservation area, or similar reserved area within an approved development shall not be converted to a recreational facility or community amenity unless reviewed and approved as an amendment to the applicable development approval and found to comply with this section.
- (5.) Compliance with this section shall be demonstrated by Site Development Plan Review in accordance with Article 7, permitting, and Zoning Compliance Inspection.

(C.) Development Standards

(1.) Minimum Site Area

- (a.) The minimum site area shall be two (2) acres for recreational facilities established as a principal use. Recreational facilities located within common open space of an approved residential development shall not be subject to the minimum site area requirement but shall comply with all other requirements in this section and all applicable open space and development approval requirements.
- (b.) Where a recreational facility is accessory to an approved residential development, the recreational facility shall not be construed as establishing a separate principal use.

(2.) Minimum Separation, Sound, and Hours of Operation

- (a.) Except as otherwise provided in this section, there shall be a minimum fifty (50) foot separation between any clubhouse, community swimming pool, court, athletic field, playground, pavilion, indoor/enclosed recreation facilities, and similar facilities not otherwise listed and the nearest adjacent residentially zoned property line or established residential dwelling, measured from whichever results in the greater separation distance.
- (b.) Outdoor pickleball courts and outdoor pickleball facilities, including dual-use or multi-use courts striped or designed for outdoor pickleball, shall comply with one of the following separation requirements:
 - (1.) Maintain a minimum separation of three hundred (300) feet from the nearest adjacent residentially zoned property line or established residential dwelling, measured from whichever results in the greater separation distance; or
 - (2.) Maintain a minimum separation of one hundred and forty (140) feet from the nearest adjacent residentially zoned property line or established residential dwelling, measured from whichever results in the greater separation distance, provided that a minimum Type A Landscaping Buffer is incorporated in the separations and is installed and maintained in accordance with Article 11.
- (c.) Separation shall be measured in a straight line from the nearest edge of the court or playing surface, court enclosure, or associated fencing, whichever is closest to the nearest applicable residential zoning boundary, residential lot line, or existing established residential dwelling.
- (d.) Amplified sound and noise shall comply with the applicable provisions of Article 2 and the Town of Stallings Code of Ordinances.

- (e.) Outdoor pickleball courts shall not be used between 9:00 p.m. and 8:00 a.m. and a sign shall be posted at each entrance saying such.
- (f.) Compliance with the separation requirements of this subsection shall be determined at the time a recreational facility or community amenity subject to this Section is approved. The subsequent rezoning of another property to a residential zoning district or construction of a residential dwelling on another property shall not affect the lawful status of an existing recreational facility or community amenity solely because the rezoning or location of the new dwelling results in a separation distance that is less than otherwise required by this subsection.

(3.) Swimming Pools

- (a.) Community swimming pools shall comply with the requirements of this Section.
- (b.) Outdoor community swimming pools shall be protected by a non-climbable fence or equivalent enclosure a minimum of four (4) feet in height. Access gates shall be self-closing and self-latching and shall be equipped with hardware capable of being securely locked.
- (c.) Private residential swimming pools regulated by Section 2.13-7 shall be exempt from this Section.

(4.) Lighting

- (a.) All light fixtures (freestanding, flood, or any other form of light fixture) shall be provided with full cut-off fixtures, visors, or any other suitable directional control to direct light either downward or directly on the appropriate building. Wall pack lighting is not permitted.
- (b.) No light fixture shall create any glare or spillover lighting effects on any adjacent residential properties or streets.
- (c.) Pickleball courts, including dual-use or multi-use courts designed or striped for pickleball play, shall not be illuminated.

(5.) Supplemental Standards

The standards of this section are supplemental to any other applicable standards contained elsewhere in this Ordinance. Where conflicts exist, the more restrictive standard shall apply.

(6.) Existing Recreational Facilities

Existing recreational facilities lawfully established prior to the effective date of this section may continue. Ordinary repair, maintenance, and replacement of existing facilities shall be permitted. Expansion of an existing recreational facility exceeding fifty percent (50%) of the existing developed recreational area or courts, or the addition of a new recreational amenity including but not limited to a court, athletic field, swimming pool, clubhouse, or recreation building, shall comply with the applicable requirements of this section.

If pickleball use is proposed on an existing court that was not previously lined or designated for pickleball, the court shall comply with the applicable pickleball distancing standards established in this section. If the existing court cannot meet those distancing standards, it shall not be converted, lined, or designated for pickleball use.

Original language to be replaced by this text amendment:

~~10.1-29 Swim and Tennis Club.~~

~~(A.) The additional standards below apply to any Zoning District listed with these additional standards in Article 8 – Table of Uses. (Amended July 28, 2025)~~

~~(B.) Development Standards:~~

~~(1.) The minimum area shall be two (2) acres. The minimum area shall be one~~

~~(1) acre if located as part of a common area within a development.~~

~~(2.) There shall a minimum fifty (50') foot separation between clubhouse, swimming pool, lighted tennis court, or athletic field and any adjacent residentially-zoned property.~~

~~(3.) Outdoor swimming pools shall be protected by a non-climbable type fence, or equal enclosure, a minimum four (4) feet in height and equipped with a self-closing and positive self-latching gate provided with hardware for permanent locking.~~

~~(4.) Site lighting shall be full cut-off fixtures. If proof is provided that such lighting is inadequate for the tennis courts, the Development Administrator may approve other lighting for the tennis courts only.~~

Planning Board

The Planning Board recommended approval of TX26.07.01 with the following amendments:

1. Section 2(E): Revise the permitted start time for pickleball activities from 7am to 8am.
2. Section 2(B)(2): Increase the required setback distance from 140 feet to 160 feet.

Staff Recommendation

Staff recommends approval of Text Amendment TX26.07.01. The proposed amendment was initiated at the request of the Town Council to establish development standards for pickleball courts throughout the Stallings Development Ordinance. The amendment broadens the existing use classification, applies uniform supplemental standards across applicable zoning districts, establishes minimum development standards for recreational amenities, and requires qualifying improvements to existing facilities to comply with the new regulations. These amendments provide greater consistency in administering the ordinance, establish consistent standards for recreational facilities where the ordinance currently contains varying requirements, and establish clear expectations for the design and placement of recreational facilities throughout the Town.



Text Amendment TX26.07.01 Recreation Facilities and Community Amenities

08-10-2026

Staff Report | Town Council

Request



- Council requested staff to prepare a text amendment establishing development standards for pickleball courts
- Upon further research, staff determined that there were not sufficient standards for not only pickleball courts, but all Recreational facilities and Community amenities



Current Ordinance

- ❑ Limited standards for recreational facilities
- ❑ Pickleball is not specifically addressed
- ❑ Existing provisions do not regulate many modern recreational amenities
- ❑ No consistent standards for design, lighting, setbacks, or operations

Amendment



- ❑ Replacing "Swim and Tennis Club" with "Recreational Facilities and Community Amenities"
- ❑ Applying standards across applicable zoning districts
- ❑ Establishing consistent development standards
- ❑ Clarifying requirements for expansions and new facilities
- ❑ Creating specific standards for outdoor pickleball courts

New Standards



Topic	Proposed Standard
Minimum Site Area	2 acres (for principal facilities)
Standard Separation	50 feet
Pickleball Separation	300 ft OR 160 ft with Type A buffer
Pickleball Hours of Operation	8:00 AM – 9:00 PM
Lighting	No illuminated pickleball courts
Site Review	Required through development approval

Examples



A view from the Town Hall to the pickleball courts at Stallings Park.

360 ft separation

Examples



50 ft Distance

Examples



100 ft Distance

Pickleball sound still clear

Examples



140 ft Distance

Examples

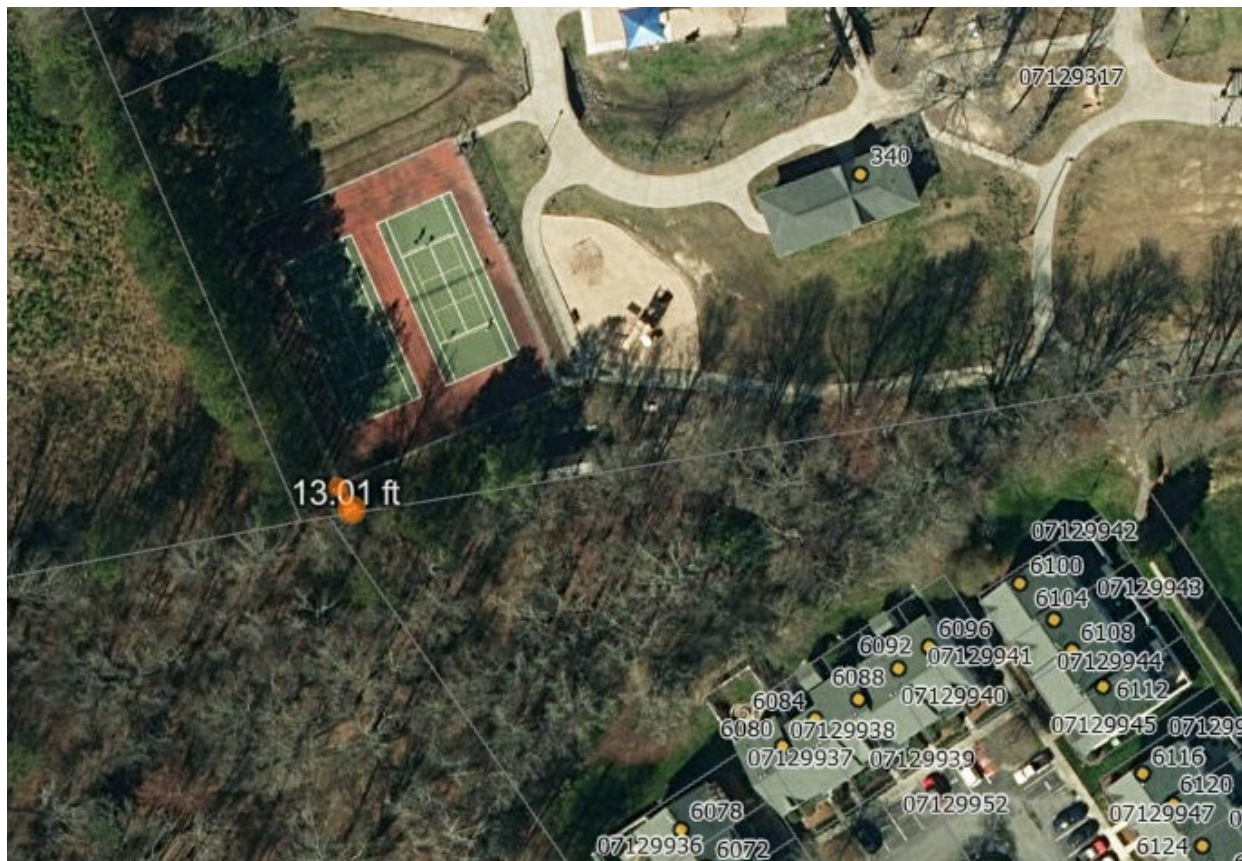


300 ft Distance

Pickleball sound less noticeable

Examples

Distance to Parkside neighborhood boundary



Distance to Parkside home boundary





Planning Board Recommendation

- Planning Board recommended approval with two modifications:
 - ▣ Change pickleball start time from 7:00 AM to 8:00 AM
 - ▣ Increase reduced setback option from 140 feet to 160 feet with Type A landscaping buffer



Staff Recommendation

- Staff recommends approval of TX26.07.01 because the amendment:
 - ▣ Creates consistent recreational facility standards
 - ▣ Provides clear expectations for recreational facilities
 - ▣ Supports consistent administration and enforcement throughout the Town

Vote and Statement of Consistency & Reasonableness



□ Step 1 - Motion

- Motion for [Approval/Denial](#) for TX26.07.01

□ Step 2 - Statement of Consistency and Reasonableness

- With a statement of consistency that the proposal is [Consistent/Inconsistent](#) and [Reasonable/Not Reasonable](#) with the Comprehensive Land Use Plan.

□ Step 3 - Reasoning

- Example reasoning:
 - These amendments provide greater consistency in administering the ordinance, establish consistent standards for recreational facilities where the ordinance currently contains varying requirements, and establish clear expectations for the design and placement of recreational facilities throughout the Town.



Questions?



Statement of Consistency and Reasonableness

ZONING AMENDMENT: TX26.07.01

REQUEST: Text Amendment TX26.07.01 to amend the Stallings Development Ordinance by replacing the existing “Swim and Tennis Club” use classification with “Recreational Facilities and Community Amenities” and establishing updated supplemental standards for recreational facilities, including pickleball courts. The amendment establishes standards addressing applicability, minimum site area, separation from residential uses, buffering, hours of operation, lighting, development review, and modifications to existing recreational facilities.

WHEREAS, The Town of Stallings Town Council, hereafter referred to as the “Town Council”, adopted the Stallings Comprehensive Land Use Plan on November 27, 2017; and

WHEREAS, the Town Council finds it necessary to adopt a new land development ordinance to maintain consistency with the Comprehensive Land Use Plan; and

WHEREAS, the Town Council finds it necessary to revise the Unified Development Ordinance to comply with state law found in NCGS § 160D.

WHEREAS, the Town Council finds it necessary to consider the Planning Board’s recommendations.

THEREFORE, The Town Council approves the proposed text amendment, finding it consistent and reasonable with the Comprehensive Land Use Plan adopted on November 27, 2017, as it supports the goals of promoting quality development and ensuring compliance with state land-use regulations under NCGS § 160D. The Council concludes that the amendment aligns with the key principles, objectives, and goals outlined in the plan, for the following reasons:

1. The amendment establishes clear and consistent standards for recreational facilities and community amenities, promotes compatibility with surrounding development, and provides objective requirements for the location, design, operation, and expansion of such facilities.

Recommended this the __ day of _____, 2026.

Mayor

Attest:

Town Clerk



MEMO

To: Major and Town Council
From: Justin Russell, Associate Engineer
Date: August 10, 2026
RE: Southstone Subdivision Public Road Infrastructure Acceptance

Pulte has requested that the Town of Stallings accept the right-of-way designated as public right-of-way (R/W) in the approved Southstone subdivision Construction Documents (see attached Application for Street Maintenance Acceptance from Pulte dated July 23, 2026). The proposed public R/W and associated public improvements are shown on the Construction Plans for the Southstone subdivision that were approved by the Town of Stallings on (see attached As-built survey for a depiction of the public R/W). The public improvements within the R/W consist of streets, street lighting, sidewalks, and drainage infrastructure.

The streets with the proposed public R/W and corresponding distances are listed below.

STREET NAME	LINEAR FEET
April Lane	160.97 LF
Southstone Drive	3011.73 LF
Rice Court	118.96 LF
Moose Trail	817.81 LF
Kayla Court	229 LF
Poppy Way	2069 LF
Kalli Drive	2136.53 LF
Tula Street	314.69 LF
Clear Sky Lane	462.36 LF
Hinterland Lane	692.40 LF
TOTAL	10,013.45 LF / 1.896 miles

The Town's Street Acceptance Policy (refer to the attached Town of Stallings Accepting Existing Private Roads by Developer) require the following criteria to be met for the Town to consider an acceptance request.

- 1. A fifty (50) foot R/W centered along the street must be dedicated to the Town and recorded at the Union County Register of Deeds office. For a street serving less than fifty (50) dwelling units, a forty (40) foot R/W will be acceptable.**

The dedicated R/W is in accordance with the approved site construction plans providing a total R/W width of 60 feet.

2. **The street width must be a minimum of twenty-six (26) feet measured from the back of the curb. For a forty (40) foot R/W, a width of twenty-two (22) feet will be acceptable.**

The roads were built in accordance with the approved site construction plans providing a minimum of twenty-six (26) feet measured from the back of the curb.

3. **Obstructions within the right-of-way R/W, such as excessive slopes, retaining walls, rigid mailbox structures, etc., must be removed.**

There are no unpermitted obstructions with the R/W.

4. **Any existing lighting, which is substandard, must be brought up to standard or moved outside the right-of-way (R/W).**

All lighting was installed in accordance with the approved site construction plans. The Town will assume responsibility for the payment of street lighting costs within the subdivision once the account is turned over to the Town.

5. **A subsurface investigation report from a certified materials testing company must be submitted describing the type and condition of the subgrade and pavement.**

Certified materials testing documentation were provided and reviewed by Town Staff. A certified inspector was onsite for all roadway and curb proof rolls.

6. **All subgrade failures and/or damaged surfaces must be repaired as indicated by the pavement report.**

There are no documented or observed subgrade failures or damaged surfaces. Any roadway deficiencies were repaired during the punch list process.

7. **Any private utility lines must be converted to public lines in accordance with the Utility Department or other public utility specifications. This will include service lines to any gaslights.**

All utility lines have been installed and converted per Town requirements.

8. **Storm drainage must meet current Town/NCDOT requirements for public streets.**

All storm drainage was designed and constructed to the current Town requirements standards.

9. **Two 35-foot by 35-foot (35' x 35') sight distance triangles measured along the street right-of-way (R/W) are required at the intersection of streets to be maintained. All landscaping which exceeds 30 inches in height above the elevation of the intersection within these sight triangles would have to be trimmed or removed.**

The sight distance triangles were reviewed during the plan approval process and landscaping within or adjacent to the site distance triangles meets the Town requirements.

Based on the items referenced above, the applicant has met all the established criteria of the Town of Stallings Street Acceptance Policy (Accepting Existing Private Roads by Developer).

Action Requested:

A motion is requested to accept the 1.896 miles of R/W designated as public right-of-way (R/W) in the approved Southstone Subdivision Construction Documents and corresponding maintenance of the public improvements within the R/W consisting of streets, street lighting, sidewalks, and drainage infrastructure.

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Know what's below.
Call before you dig.

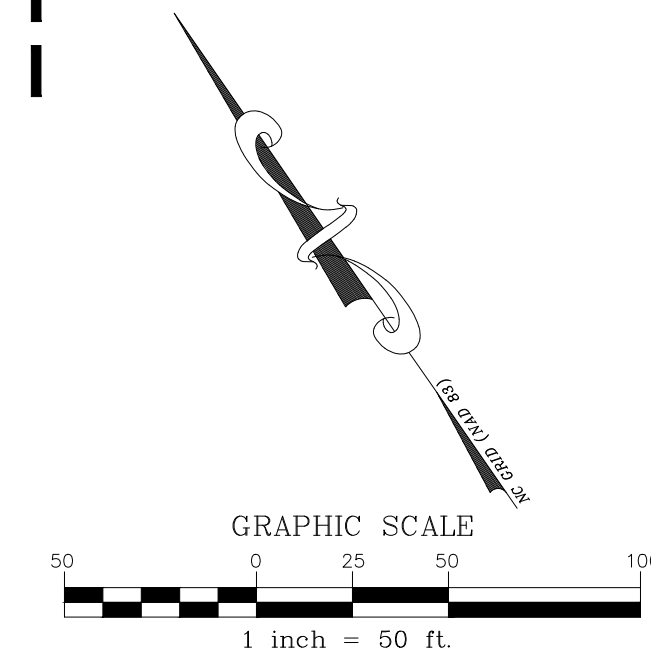
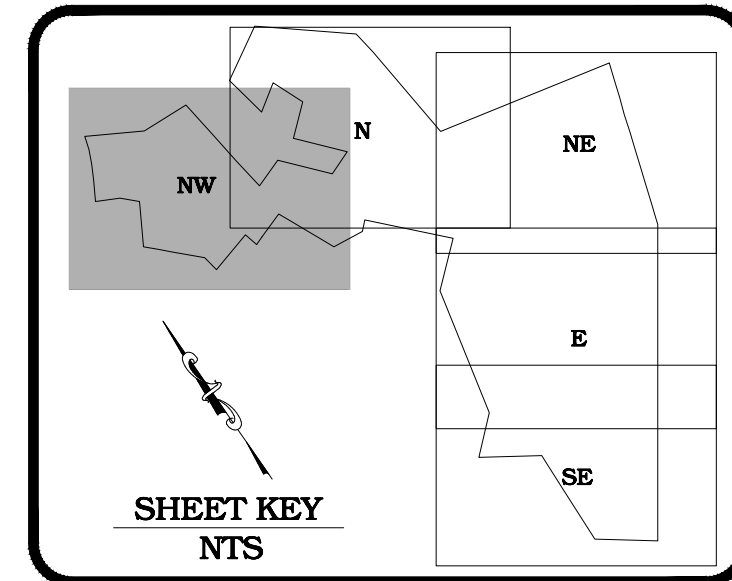
CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

STALLINGS NOTES:

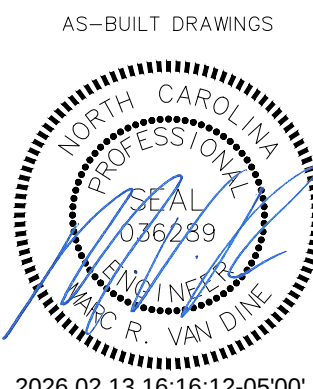
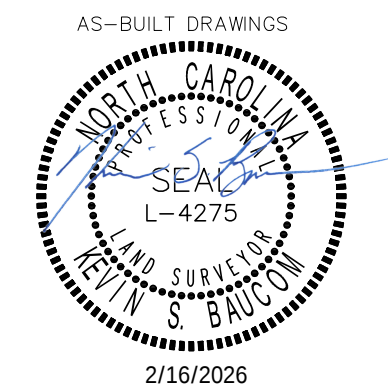
- CONTRACTOR TO RECEIVE APPROVAL FROM STALLING ASSOCIATE ENGINEER KEVIN PARKER (704-821-0321) PRIOR TO INSTALLATION OF ANY CONCRETE OR ASPHALT INFRASTRUCTURE. NON-NOTICE MAY RESULT IN REMOVAL OF THE INFRASTRUCTURE

SITE LEGEND

	STREET SIGN		PROPERTY LINE
	TELEPHONE PEDESTAL		RIGHT-OF-WAY LINE
	ELECTRIC METER		LOT LINE
	ELECTRIC BOX		EASEMENT LINE
	HAND HOLE/ PULL BOX		CENTERLINE
	LIGHT POLE		SETBACK LINE
	POWER POLE		POST-CONSTRUCTION 100-YEAR FLOODPLAIN
	TRAFFIC DIRECTIONAL ARROW		PRE-CONSTRUCTION 100-YEAR FLOODPLAIN
	WATER/IRRIGATION METER		CURB AND GUTTER
	GATE VALVE		STREAM BUFFER
	REDUCER		
	PLUG		
	BLOWOFF ASSEMBLY		
	SANITARY SEWER MANHOLE		
	SEWER CLEAN-OUT		
	FIRE HYDRANT ASSEMBLY		
	ACCESSIBLE RAMPS		



SURVEYOR & ENGINEER'S STATEMENT:
CURB SPOT ELEVATIONS, LIGHTS, AND ELECTRICAL INFRASTRUCTURE SURVEYED BY MCADAMS. STORM DRAINAGE, WATER, AND SEWER INFRASTRUCTURE COMPILED FROM RECORD DRAWINGS.



SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA

SITE PLAN - NW

PROJECT NO: PLT-18020
FILENAME: PLT18020-S1
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO: C-1

McADAMS

REVISIONS:

OWNER: PULTE HOMES LLC,
11121 CARMELO COMMONS BLVD
SUITE 450
CHARLOTTE, NC 28226

OWNER:

SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA

SITE PLAN - NW

PROJECT NO: PLT-18020
FILENAME: PLT18020-S1
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO: C-1

McADAMS

REVISIONS:

OWNER: PULTE HOMES LLC,
11121 CARMELO COMMONS BLVD
SUITE 450
CHARLOTTE, NC 28226

OWNER:

SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA

SITE PLAN - NW

PROJECT NO: PLT-18020
FILENAME: PLT18020-S1
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO: C-1

McADAMS

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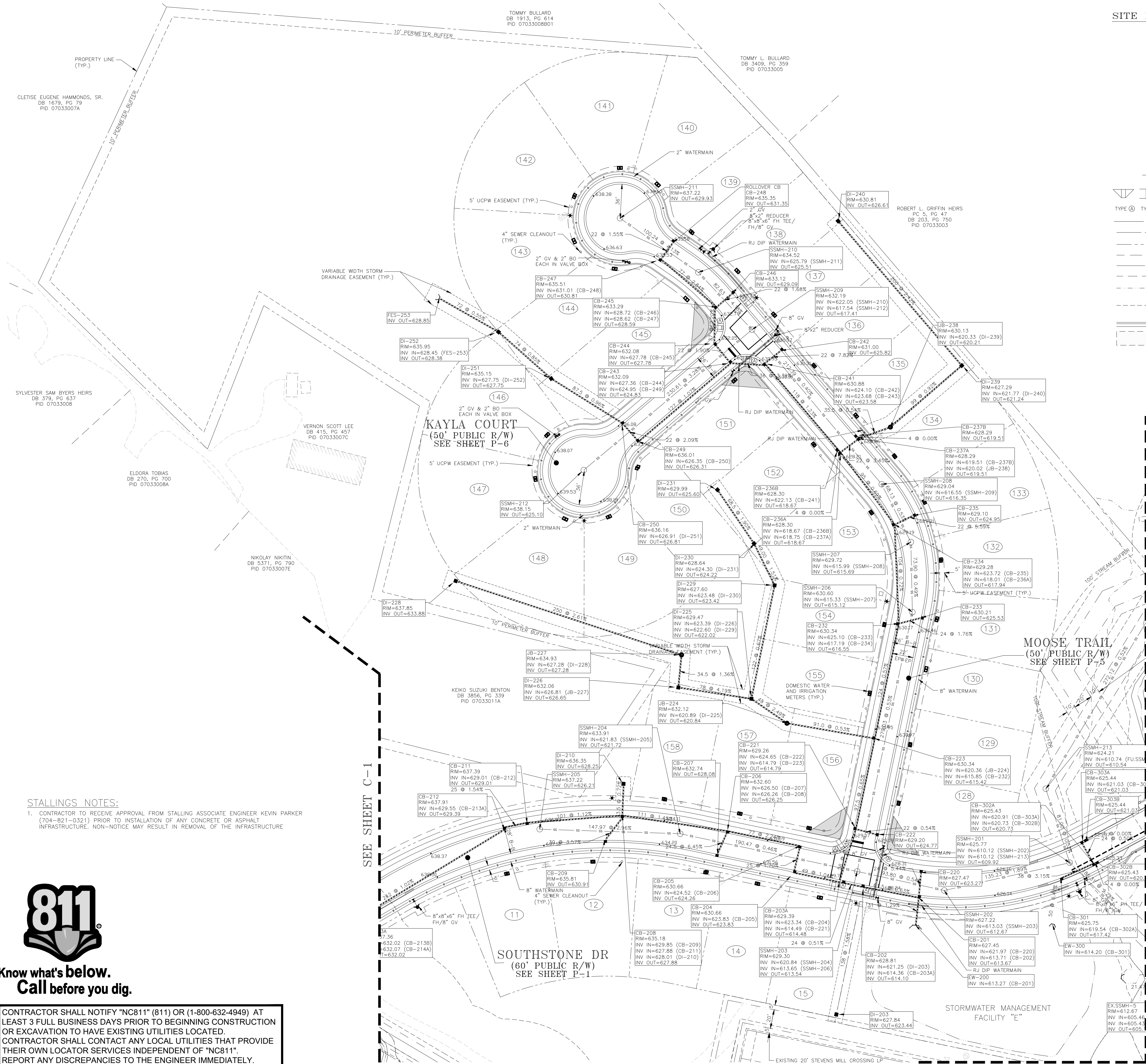


Know what's below.
Call before you dig.

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EXCAVATION TO HAVE EXISTING UTILITIES LOCATED.
CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE
THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811".
REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

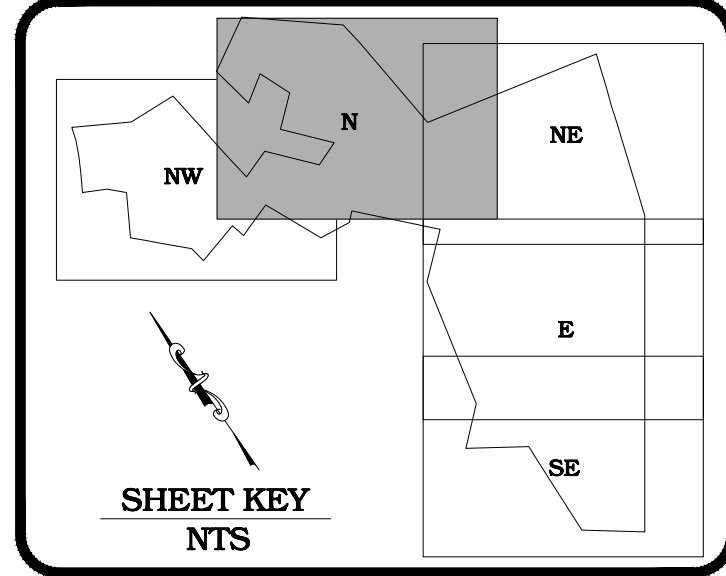
STALLINGS NOTES:

- CONTRACTOR TO RECEIVE APPROVAL FROM STALLING ASSOCIATE ENGINEER KEVIN PARKER
(704-821-0321) PRIOR TO INSTALLATION OF ANY CONCRETE OR ASPHALT
INFRASTRUCTURE. NON-NOTICE MAY RESULT IN REMOVAL OF THE INFRASTRUCTURE



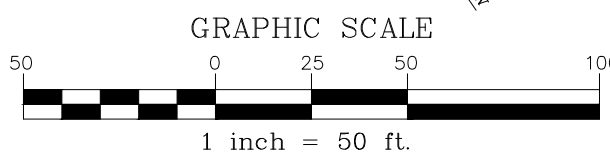
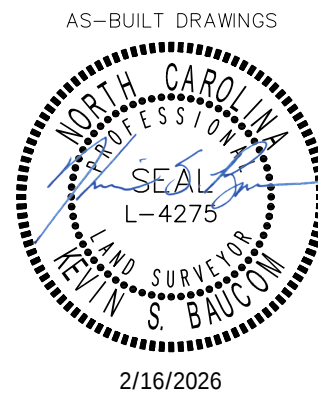
SITE LEGEND

- STREET SIGN
- TELEPHONE PEDESTAL
- ELECTRIC METER
- ELECTRIC BOX
- HAND HOLE/ PULL BOX
- LIGHT POLE
- POWER POLE
- TRAFFIC DIRECTIONAL ARROW
- WATER/IRRIGATION METER
- GATE VALVE
- REDUCER
- PLUG
- BLOWOFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- FIRE HYDRANT ASSEMBLY
- ACCESSIBLE RAMPS
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- SETBACK LINE
- POST-CONSTRUCTION
100-YEAR FLOODPLAIN
- PRE-CONSTRUCTION
100-YEAR FLOODPLAIN
- CURB AND GUTTER
- STREAM BUFFER



SURVEYOR & ENGINEER'S STATEMENT:

CURB SPOT ELEVATIONS, LIGHTS, AND ELECTRICAL INFRASTRUCTURE SURVEYED BY
MCADAMS. STORM DRAINAGE, WATER, AND SEWER INFRASTRUCTURE COMPILED FROM
RECORD DRAWINGS.



THE JOHN R. MCADAMS
COMPANY, INC.
3436 Tontagon Way
Suite 110
Charlotte, North Carolina 28277
License No.: C-0263
704. 527. 0600 • McAdamsCo.com

MCADAMS

REVISIONS:

NO.	DESCRIPTION	DATE

OWNER:

PULTE HOMES LLC,
11121 CARMEL COMMONS BLVD
SUITE 450
CHARLOTTE, NC 28226

SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA

SITE PLAN - N

PROJECT NO: PLT-18020
FILENAME: PLT18020-SI
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO: **C-2**

McADAMS

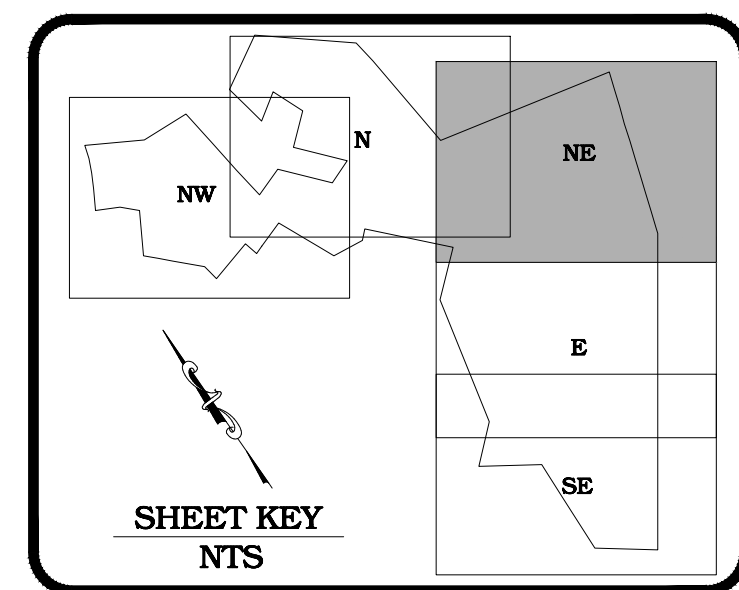
CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT
AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION
OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED.
CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE
THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811".
REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.



Know what's below.
Call before you dig.

STALLINGS NOTES:

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(704-821-0321) PRIOR TO INSTALLATION OF ANY CONCRETE OR ASPHALT
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SITE LEGEND

- | | |
|--|--|
| | STREET SIGN |
| | TELEPHONE PEDESTAL |
| | ELECTRIC METER |
| | ELECTRIC BOX |
| | HAND HOLE/PULL BOX |
| | LIGHT POLE |
| | POWER POLE |
| | TRAFFIC DIRECTIONAL ARROW |
| | WATER/IRRIGATION METER |
| | GATE VALVE |
| | REDUCER |
| | PLUG BLOWOFF ASSEMBLY |
| | SANITARY SEWER MANHOLE |
| | SEWER CLEAN-OUT |
| | FIRE HYDRANT ASSEMBLY |
| | ACCESSIBLE RAMPS |
| | PROPERTY LINE |
| | RIGHT-OF-WAY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | CENTERLINE |
| | SETBACK LINE |
| | POST-CONSTRUCTION
100-YEAR FLOODPLAIN |
| | PRE-CONSTRUCTION
100-YEAR FLOODPLAIN |
| | CURB AND GUTTER |
| | STREAM BUFFER |

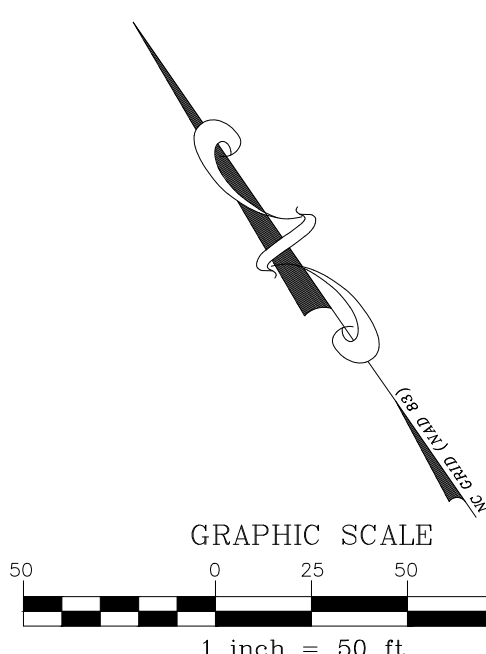
SURVEYOR & ENGINEER'S STATEMENT:

CURB SPOT ELEVATIONS, LIGHTS, AND ELECTRICAL INFRASTRUCTURE SURVEYED BY
MCADAMS. STORM DRAINAGE, WATER, AND SEWER INFRASTRUCTURE COMPILED FROM
RECORD DRAWINGS.

AS-BUILT DRAWINGS



AS-BUILT DRAWINGS

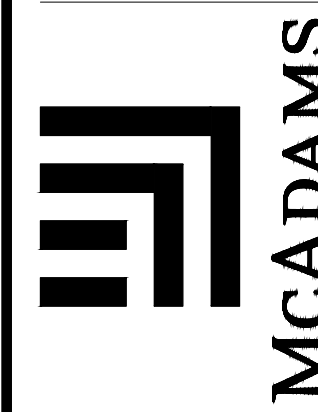


SEE SHEET C-4

SEE SHEET C-2

Y:\Projects\PLT-18020\Land\Construction Drawings\As-Built\PLT18020-S1.dwg, 2/13/2026, 3:26:58 PM, Kallan Biggs

THE JOHN R. MCADAMS
COMPANY, INC.
3436 Nottingham Way
Suite 110
Charlotte, North Carolina 28277
License No.: C-0263
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REVISIONS:

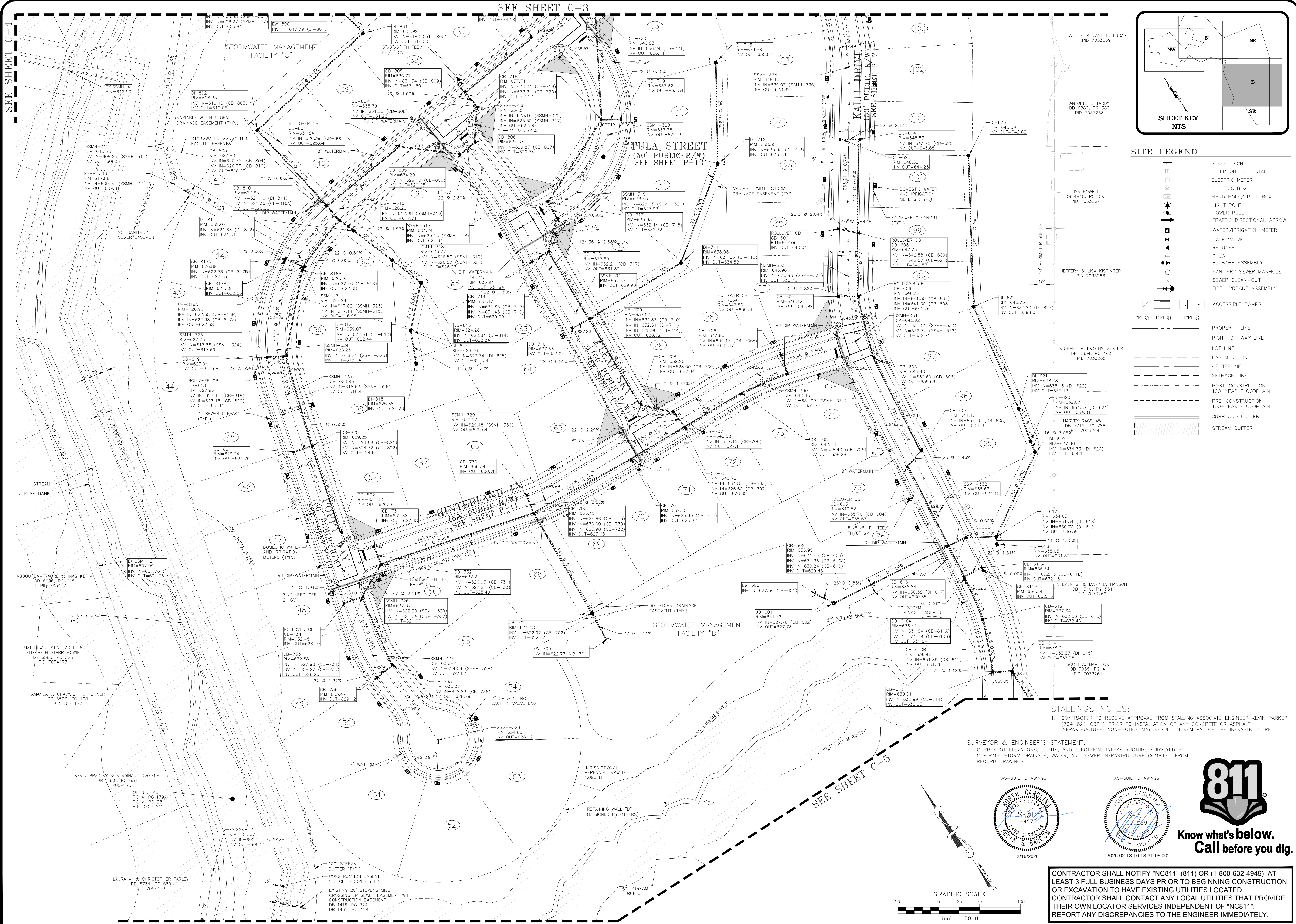
OWNER:
PULTE HOMES LLC,
11121 CARMEL COMMONS BLVD
SUITE 450
CHARLOTTE, NC 28226

SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA
SITE PLAN - NE

PROJECT NO: PLT-18020
FILENAME: PLT18020-S1
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO:

C-3





PROJECT NO: PLT-18020	AS-BUILT SURVEY STEVENS MILL ROAD TOWN OF STALLINGS, NORTH CAROLINA	OWNER: PULTE HOMES LLC, 11121 CARMEL COMMONS BLVD SUITE 450 CHARLOTTE, NC 28226	REVISIONS:
SOUTHSTONE			THE JOHN R. MCADAMS COMPANY, INC. 3436 Toringdon Way Suite 110 Charlotte, North Carolina 28277 License No.: C-0293 704. 527. 0800 • McAdamsCo.com
FILENAME: PLT18020-S1			
CHECKED BY: SAB			
DRAWN BY: KLB			
SCALE: 1"=50'			
DATE: 02/10/2026			
SHEET NO: C-4			
SITE PLAN - E			MCADAMS

Y:\Projects\PLT18020\Land\Construction Drawings\As-Built\PLT18020-SI.dwg, 2/13/2026, 3:27:17 PM, Katiw, Biggs

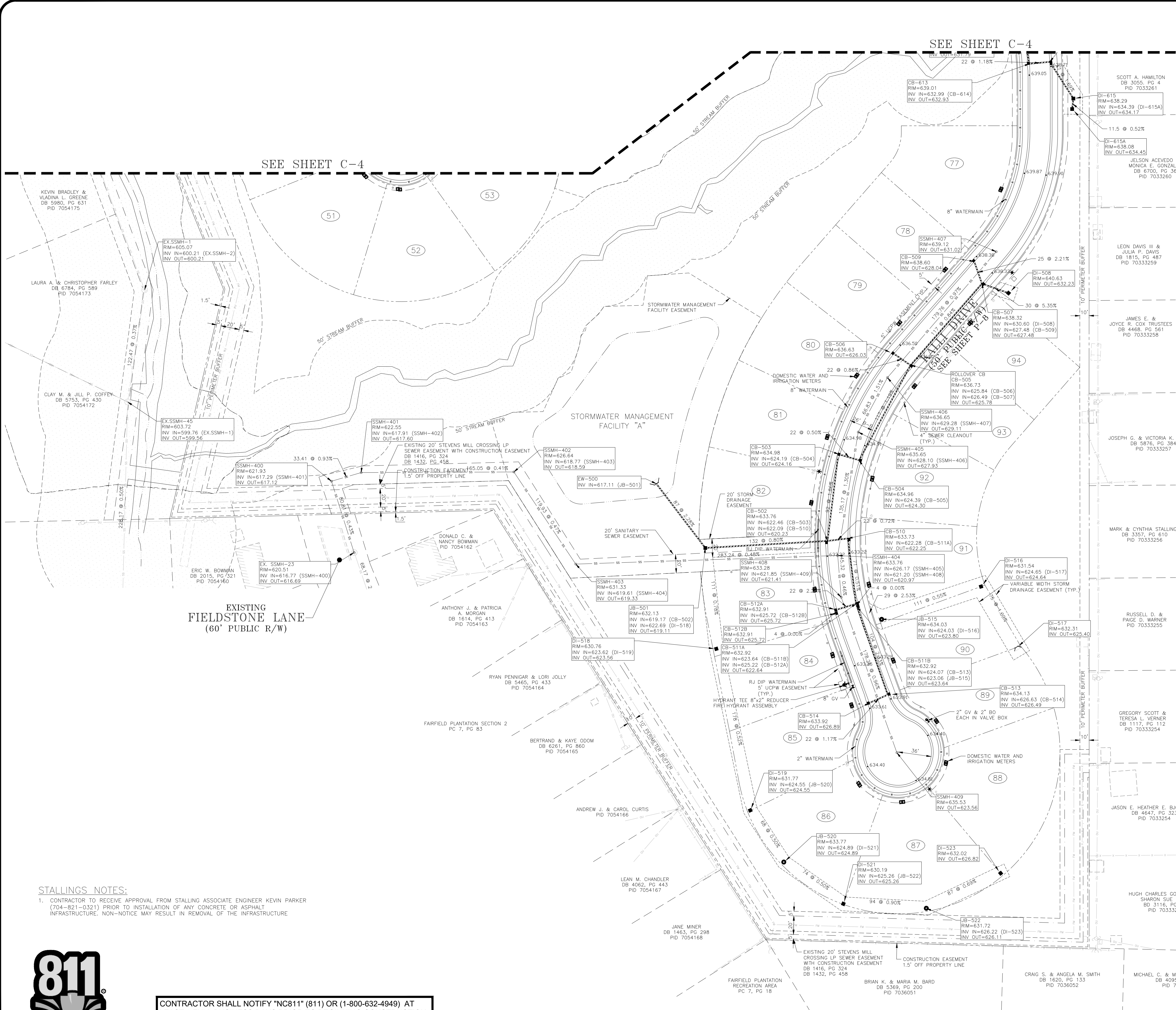


Know what's below.
Call before you dig.

STALLINGS NOTES:

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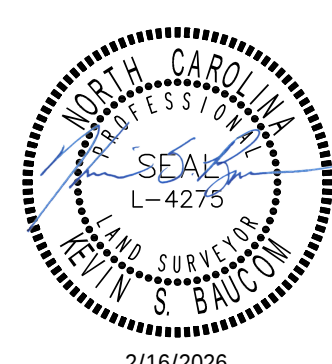


SITE LEGEND

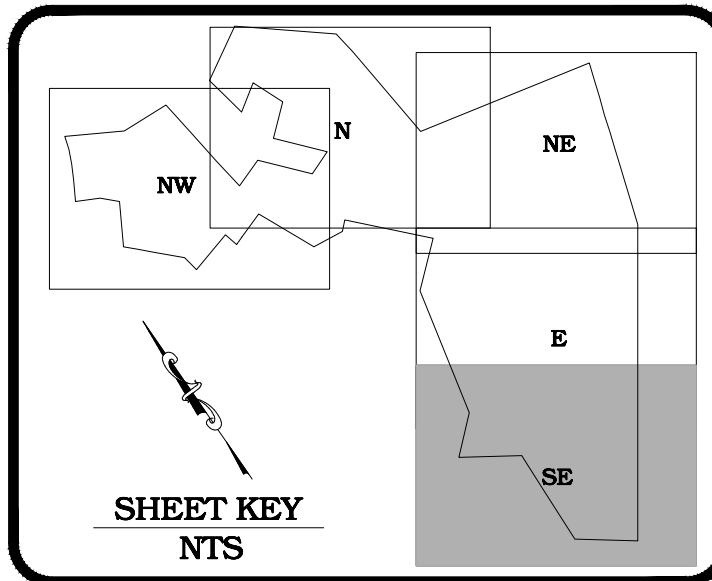
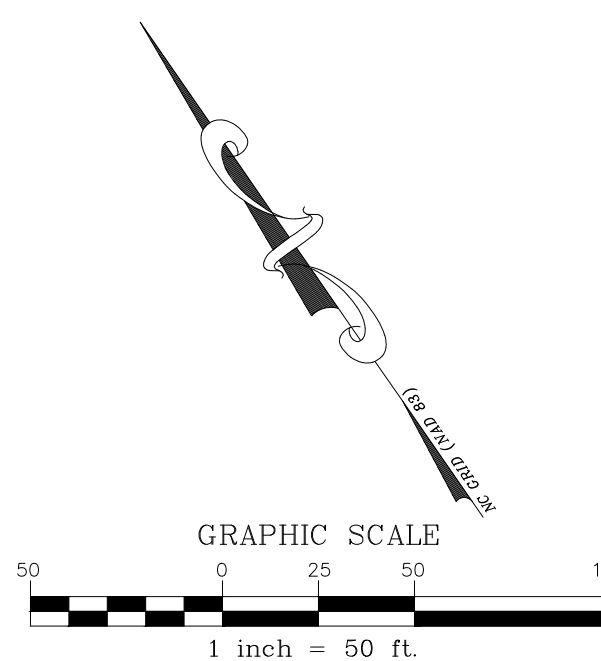
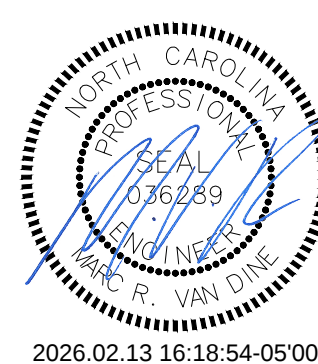
- | | |
|--|---------------------------------------|
| | STREET SIGN |
| | TELEPHONE PEDESTAL |
| | ELECTRIC METER |
| | ELECTRIC BOX |
| | HAND HOLE / PULL BOX |
| | LIGHT POLE |
| | POWER POLE |
| | TRAFFIC DIRECTIONAL ARROW |
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| | PROPERTY LINE |
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| | POST-CONSTRUCTION 100-YEAR FLOODPLAIN |
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| | CURB AND GUTTER |
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AS-BUILT DRAWINGS



AS-BUILT DRAWINGS



SOUTHSTONE
AS-BUILT SURVEY
STEVENS MILL ROAD
TOWN OF STALLINGS, NORTH CAROLINA
SITE PLAN - SE

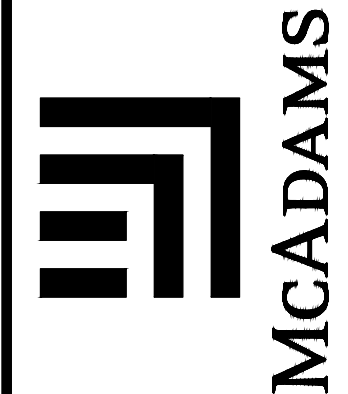
PROJECT NO. PLT-18020
FILENAME: PLT18020-SI
CHECKED BY: SAB
DRAWN BY: KLS
SCALE: 1"=50'
DATE: 02/10/2026
SHEET NO. C-5
McADAMS

REVISIONS:

2019-05-08 REV. PER RETAINING WALL COMMENTS

OWNER:
PULTE HOMES LLC,
11121 CARMEL COMMONS BLVD
SUITE 450
CHARLOTTE, NC 28226

THE JOHN R. MCADAMS
COMPANY, INC.
3436 Topping Way
Suite 110
Charlotte, North Carolina 28277
License No.: C-0263
704. 527. 0800 • McAdamsCo.com





MEMO

To: Major and Town Council
From: Justin Russell, Associate Engineer
Date: August 10, 2026
RE: Courtyards at Lawyers Subdivision Public Road Infrastructure Acceptance

EPCON has requested that the Town of Stallings accept the right-of-way designated as public right-of-way (R/W) in the approved Courtyards at Lawyers subdivision Construction Documents (see attached Application for Street Maintenance Acceptance from EPCON dated July 23, 2026). The proposed public R/W and associated public improvements are shown on the Construction Plans for the Courtyards at Lawyers subdivision that were approved by the Town of Stallings on (see attached As-built survey for a depiction of the public R/W). The public improvements within the R/W consist of streets, street lighting, sidewalks, and drainage infrastructure.

The streets with the proposed public R/W and corresponding distances are listed below.

STREET NAME	LINEAR FEET
Pleasant Run Drive	2,537 LF
Millview Lane	3,526 LF
Gradison Drive	865 LF
Galloway Drive	636 LF
TOTAL	7,563 LF / 1.43 miles

The Town's Street Acceptance Policy (refer to the attached Town of Stallings Accepting Existing Private Roads by Developer) require the following criteria to be met for the Town to consider an acceptance request.

- 1. A fifty (50) foot R/W centered along the street must be dedicated to the Town and recorded at the Union County Register of Deeds office. For a street serving less than fifty (50) dwelling units, a forty (40) foot R/W will be acceptable.**

The dedicated R/W is in accordance with the approved site construction plans providing a total R/W width of 60 feet.

- 2. The street width must be a minimum of twenty-six (26) feet measured from the back of the curb. For a forty (40) foot R/W, a width of twenty-two (22) feet will be acceptable.**

The roads were built in accordance with the approved site construction plans providing a minimum of twenty-six (26) feet measured from the back of the curb.

- 3. Obstructions within the right-of-way R/W, such as excessive slopes, retaining walls, rigid mailbox structures, etc., must be removed.**

There are no unpermitted obstructions with the R/W.

4. **Any existing lighting, which is substandard, must be brought up to standard or moved outside the right-of-way (R/W).**

All lighting was installed in accordance with the approved site construction plans. The Town will assume responsibility for the payment of street lighting costs within the subdivision once the account is turned over to the Town.

5. **A subsurface investigation report from a certified materials testing company must be submitted describing the type and condition of the subgrade and pavement.**

Certified materials testing documentation were provided and reviewed by Town Staff. A certified inspector was onsite for all roadway and curb proof rolls.

6. **All subgrade failures and/or damaged surfaces must be repaired as indicated by the pavement report.**

There are no documented or observed subgrade failures or damaged surfaces. Any roadway deficiencies were repaired during the punch list process.

7. **Any private utility lines must be converted to public lines in accordance with the Utility Department or other public utility specifications. This will include service lines to any gaslights.**

All utility lines have been installed and converted per Town requirements.

8. **Storm drainage must meet current Town/NCDOT requirements for public streets.**

All storm drainage was designed and constructed to the current Town requirements standards.

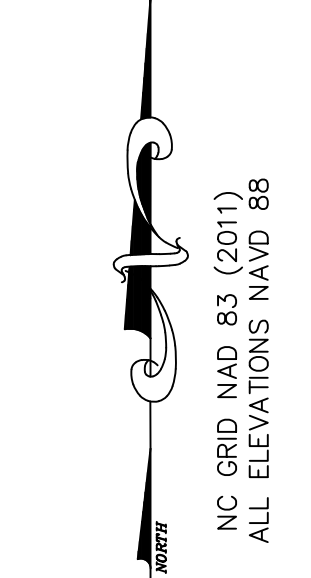
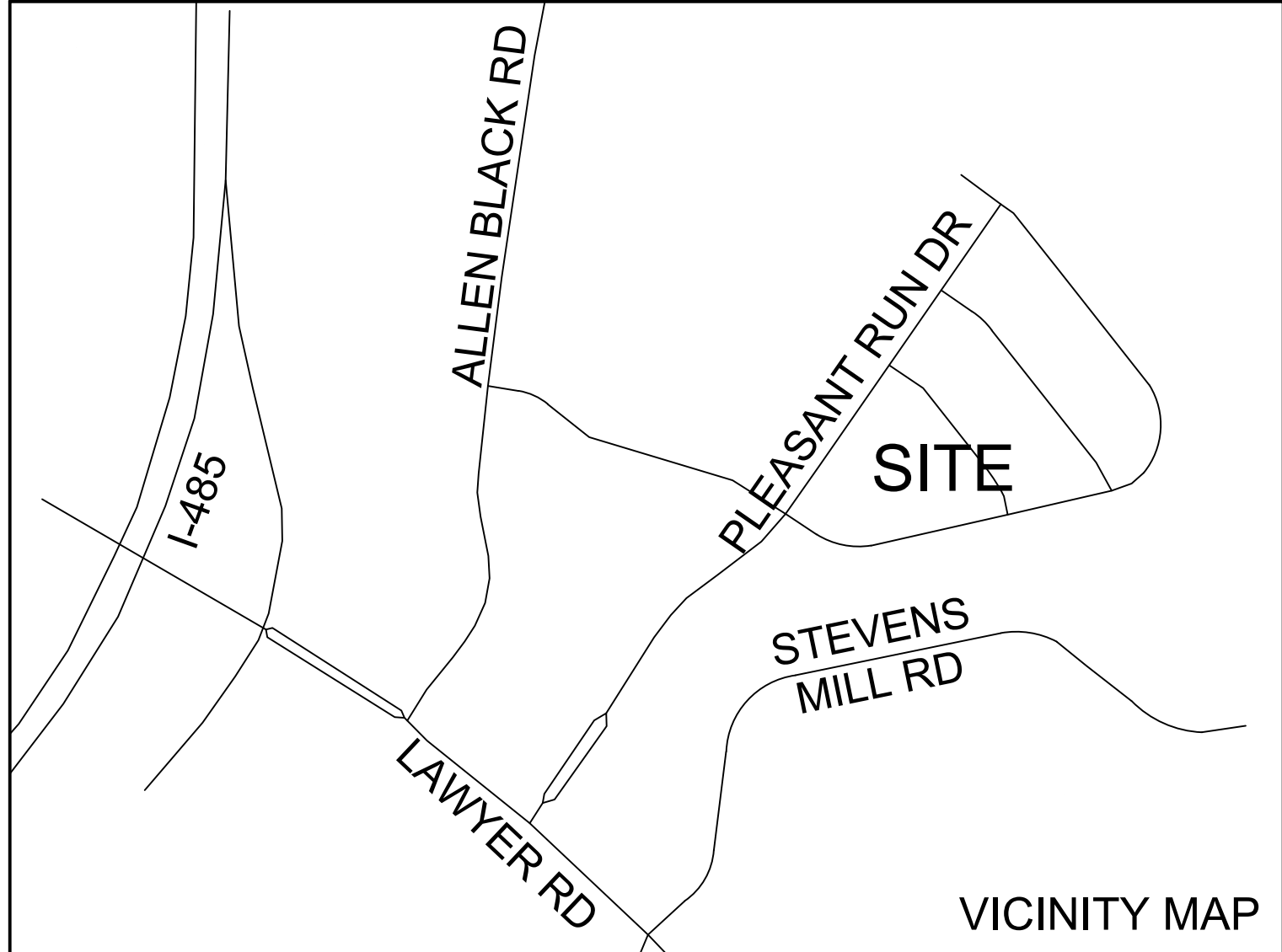
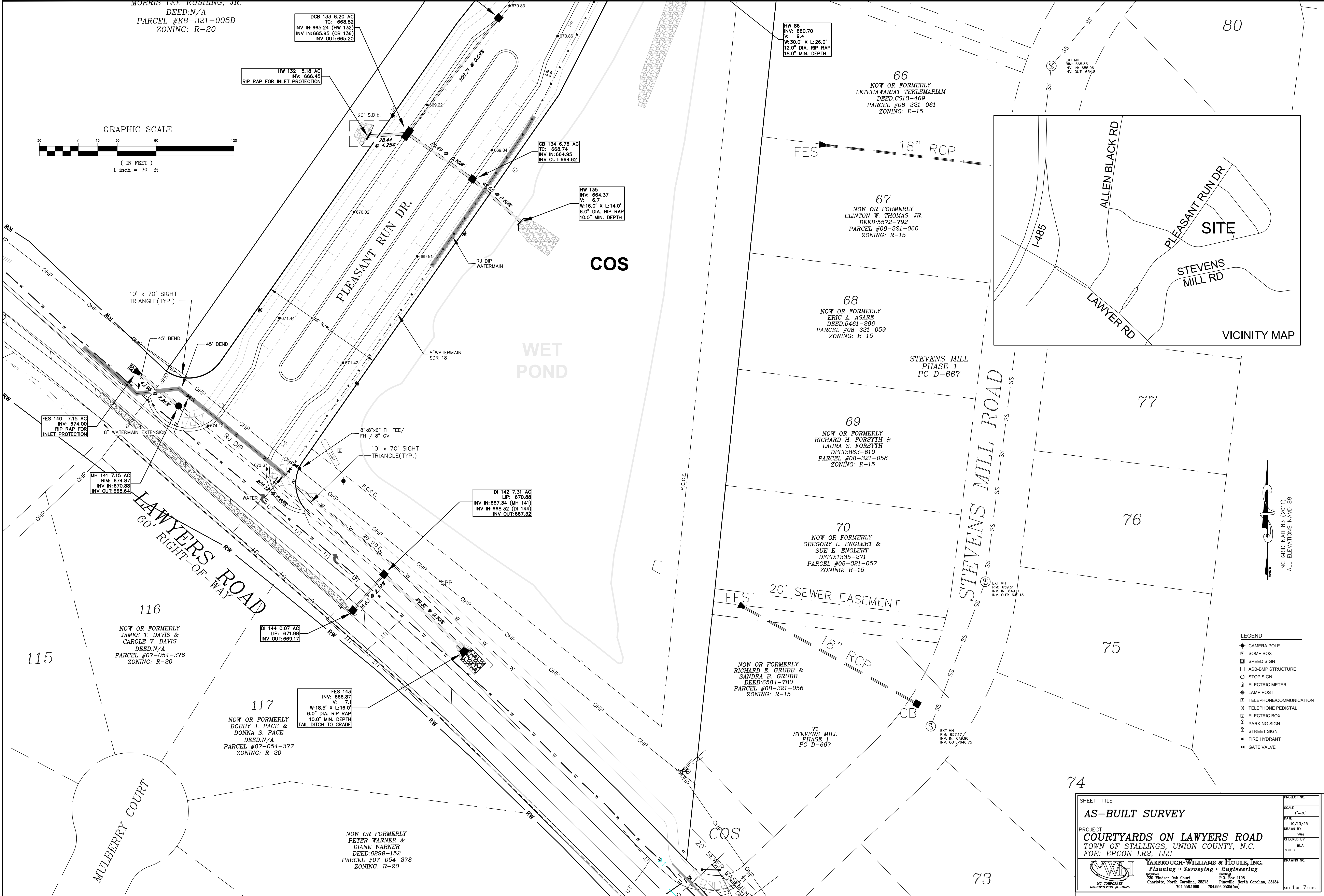
9. **Two 35-foot by 35-foot (35' x 35') sight distance triangles measured along the street right-of-way (R/W) are required at the intersection of streets to be maintained. All landscaping which exceeds 30 inches in height above the elevation of the intersection within these sight triangles would have to be trimmed or removed.**

The sight distance triangles were reviewed during the plan approval process and landscaping within or adjacent to the site distance triangles meets the Town requirements.

Based on the items referenced above, the applicant has met all the established criteria of the Town of Stallings Street Acceptance Policy (Accepting Existing Private Roads by Developer).

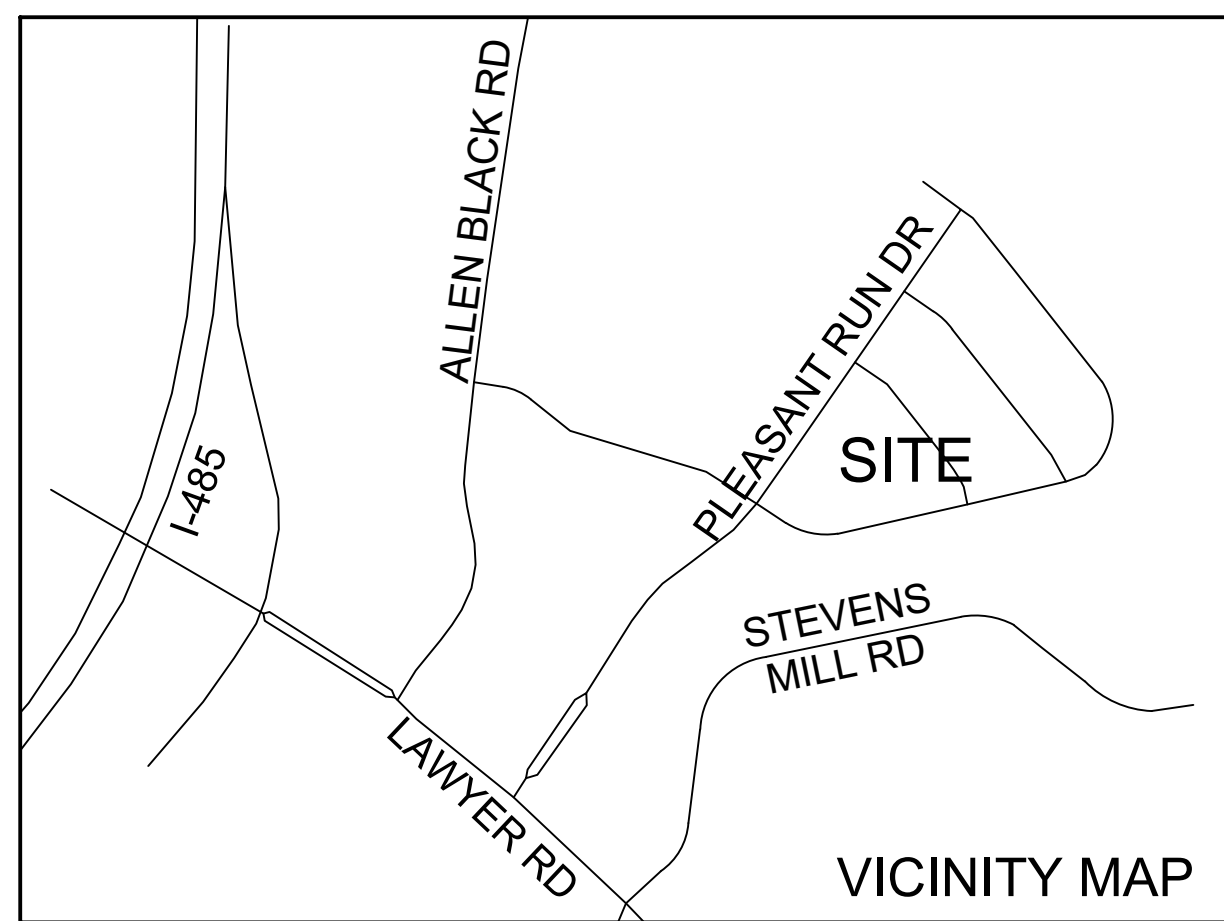
Action Requested:

A motion is requested to accept the 1.43 miles of R/W designated as public right-of-way (R/W) in the approved Courtyards at Lawyers Subdivision Construction Documents and corresponding maintenance of the public improvements within the R/W consisting of streets, street lighting, sidewalks, and drainage infrastructure.

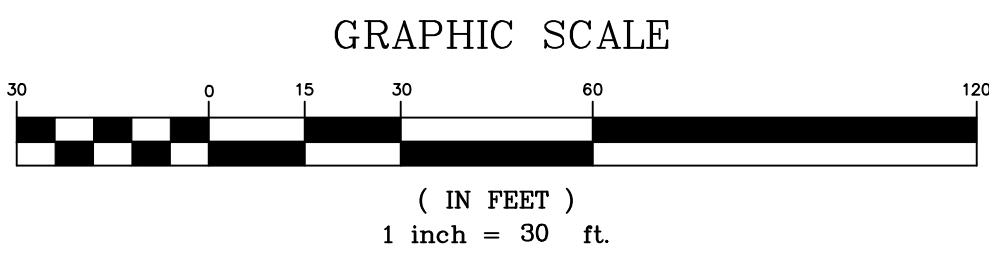


- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE

SHEET TITLE AS-BUILT SURVEY		PROJECT NO. 10/13/25
PROJECT COURTYARDS ON LAWYERS ROAD TOWN OF STALLINGS, UNION COUNTY, N.C. FOR: EPCON LR2, LLC		DATE 10/13/25
DRAWN BY BLA		CHECKED BY BLA
ZONED		DRAWING NO.
YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 750 Windsor Oak Court Charlotte, North Carolina, 28273 704.556.1900 704.556.0505(tax)		PROJECT NO. 10/13/25 DATE 10/13/25 DRAWN BY BLA CHECKED BY BLA ZONED DRAWING NO.



NOW OR FORMERLY
FRYE PARTNERS LLC
DEED:6616-893
PARCEL #08-321-005
ZONING: R-20



- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE

NOW OR FORMERLY
RICHARD LEE BRIGGS &
DONNA BRIGGS
DEED:N/A
PARCEL #08-321-005F
ZONING: R-20

NC GRID NAD 83 (2011)
ALL ELEVATIONS NAVD 88

DCB 133 6.20 AC
TC: 668.82
INV IN:665.24 (HW 132)
INV IN:665.95 (CB 136)
INV OUT:665.20

CB 136 0.36 AC
TC: 670.29
INV OUT:666.70

CB 98 2.25 AC
TC: 671.36
INV IN:668.21
INV OUT:667.49

DI 97 1.91 AC
LIP: 672.28
INV OUT:668.97
SLAB TYPE

DI 95 0.36 AC
LIP: 676.46
INV OUT:672.17

CB 96 0.54 AC
TC: 674.13
INV IN:670.44
INV OUT:670.08

CB 99 2.39 AC
TC: 673.70
INV IN:667.11
INV OUT:666.90

MH 85 22.69 AC
RIM: 669.83
INV IN:660.81 (CB 84)
INV IN:665.29 (CB 99)
INV OUT:660.81

HW 86
INV: 660.70
V: 9.4
W: 30.0' X L: 26.0'
12.0" DIA. RIP RAP
18.0" MIN. DEPTH

CB 84 20.30 AC
TC: 674.00
INV IN:661.81 (CB 83A)
INV IN:669.89 (CB 96)
INV OUT:661.81

CB 83A 19.72 AC
TC: 674.29
INV IN:662.26
INV OUT:662.25

CB 83 19.69 AC
TC: 673.70
INV IN:662.60 (MH 82)
INV IN:669.69 (CB 94)
INV OUT:662.60

MH 10 27.67 AC
RIM: 678.07
INV IN:669.78 (MH 9)
INV IN:669.70 (HW 12)
INV OUT:668.27

MH-30
RIM:679.09
INV OUT:668.85

HW 12 4.85 AC
RIP RAP FOR INLET PROTECTION

MH 9 22.82 AC
RIM: 676.33
INV IN:670.93
INV OUT:670.93

CB 118 5.06 AC
TC: 674.90
INV IN:667.15
INV OUT:666.88

DCB 117 4.78 AC
TC: 675.39
INV IN:667.34 (CB 116)
INV IN:671.60 (DCB 119)
INV OUT:667.34

MH-3
RIM: 676.60
INV IN:661.40
INV OUT:661.12

MH-2
RIM: 674.35
INV IN:659.51
INV OUT:659.27

HW 11
INV: 668.00
V: 7.8
W: 23.0' X L: 20.0'
9.0" DIA. RIP RAP
13.5" MIN. DEPTH

MH 82 19.08 AC
RIM: 677.31
INV IN:664.79
INV IN: 667.00 (STUB)
INV OUT:663.78

DI 81 18.96 AC
LIP: 676.93
INV IN:665.63 (CB 80A)
INV IN:666.13 (CB 108)
INV IN: 667.79 (STUB)
INV OUT:665.98

CB 80A 13.47 AC
TC: 676.00
INV IN:665.86
INV OUT:665.83

MH 23 10.26 AC
RIM: 678.10
INV IN:671.86
INV OUT:671.86

DI 93 0.98 AC
LIP: 677.79
INV OUT:673.42

CB 79 8.70 AC
TC: 677.48
INV IN:666.79 (CB 78)
INV IN:672.72 (DI 93)
INV OUT:666.57

CB 78 7.6
TC: 678.1
INV IN:66
INV OUT:6

FES 258
INV: 670.48
V: 6.4
W: 18.5' X L: 16.0'
6.0" DIA. RIP RAP
10.0" MIN. DEPTH

CB 92 7.1
TC: 678.1
INV IN:66
INV OUT:6

NOW OR FORMERLY
KENNEDY KERI D'APRILE
DEED:5965-233
PARCEL #08-321-063
ZONING: R-15

65
NOW OR FORMERLY
CRAIG A. BRISTOL &
KAREN L. BRISTOL
DEED:4058-349
PARCEL #08-321-062

64
STEVENS MILL
PHASE 1
PC D-667

63
NOW OR FORMERLY
WILLIAM D. SNOW &
CRYSTAL ANN SNOW
DEED:N/A
PARCEL #08-321-064
ZONING: R-15

MH-1
RIM: 669.17
INV IN:657.43
INV OUT:657.07

MH-1.6
RIM: 668.47
INV IN:656.87
INV OUT:656.72

62
NOW OR FORMERLY
PARCEL #08-321-065
JULIAN W. VENABLE &
DONNA L. COBLE
DEED:946-365

61
JULIAN W. VENABLE &
NOW OR FORMERLY
PARCEL #08-321-066
SUE B. VENABLE

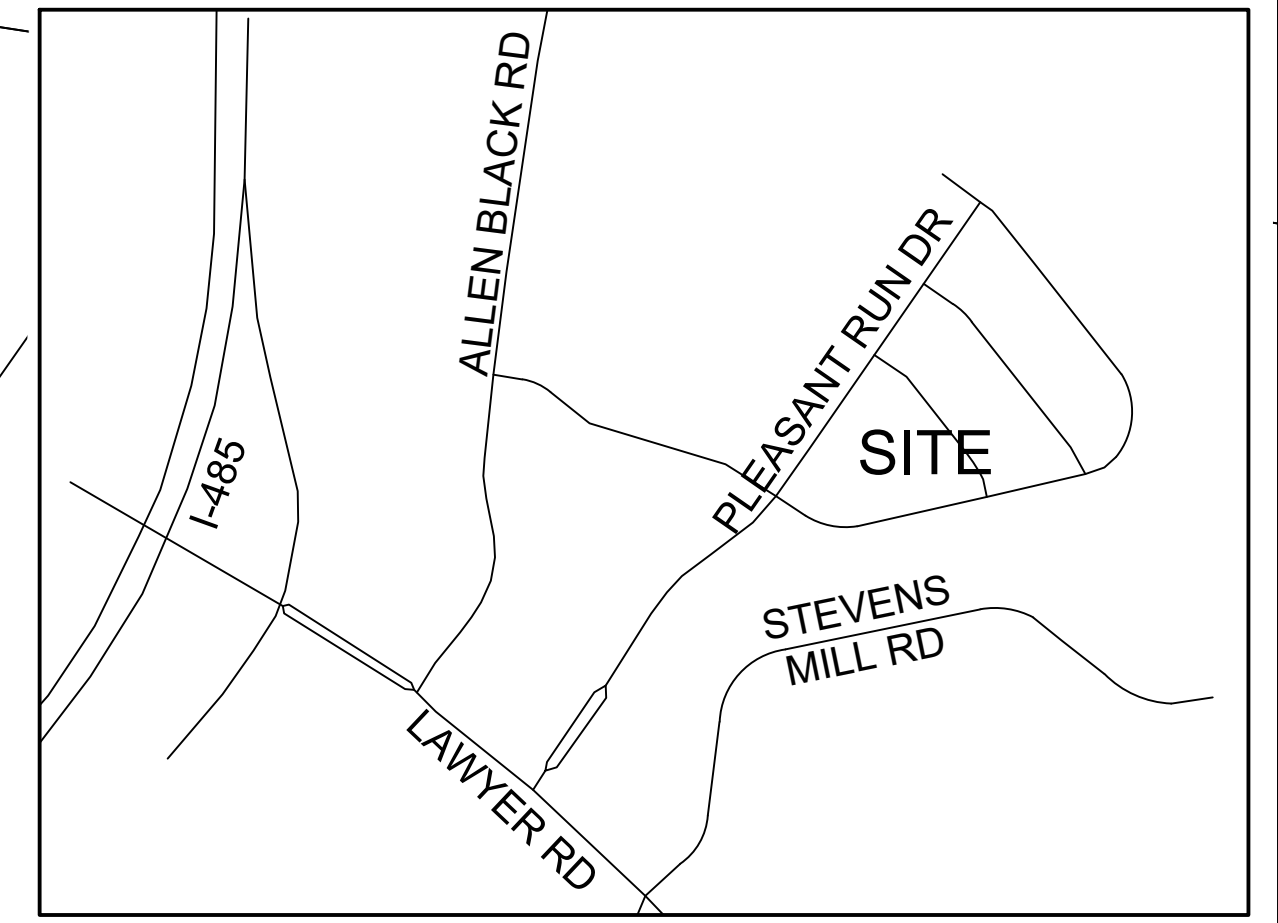
60
PARCEL #08-321-067
MARGARET A. ALLEN
NOW OR FORMERLY
DEED:4009-392

SHEET TITLE		PROJECT NO.
AS-BUILT SURVEY		SCALE
PROJECT		DATE
COURTYARDS ON LAWYERS ROAD		10/13/25
TOWN OF STALLINGS, UNION COUNTY, N.C.		DRAWN BY
FOR: EPCON LR2, LLC		YWH
YARBROUGH-WILLIAMS & HOULE, INC.		CHECKED BY
Planning • Surveying • Engineering		BLA
730 Windsor Oak Court, Pineville, North Carolina, 28134		DRAWING NO.
Charlotte, North Carolina, 28273		2 of 7 SHEETS

NOW OR FORMERLY
PHILLIP D. ROBERTS
DEED:30529-688
PARCEL #197-062-12
ZONING: R

MECKLENBURG COUNTY
UNION COUNTY

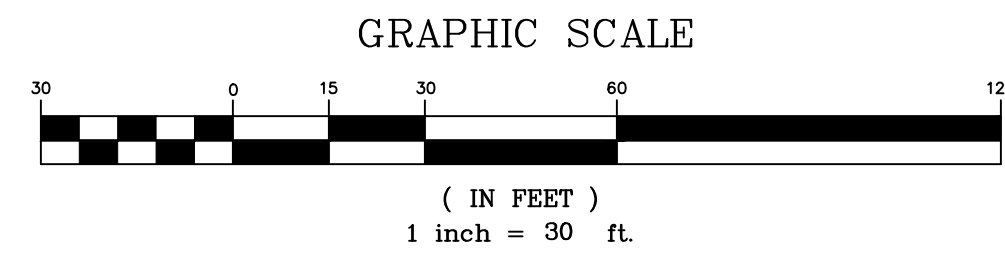
NOW OR FORMERLY
PHILLIP D. ROBERTS
DEED:6373-019 PC G-730
PARCEL #08-321-005C
ZONING: R-20



COS

NOW OR FORMERLY
ALL NATIONS KOREAN
BAPTIST CHURCH INC
DEED:37900-55
PARCEL #197-062-09

- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE



NOW OR FORMERLY
FRYE PARTNERS LLC
DEED:6616-893
PARCEL #08-321-005
ZONING: R-20

SHEET TITLE
AS-BUILT SURVEY

PROJECT
COURTYARDS ON LAWYERS ROAD
TOWN OF STALLINGS, UNION COUNTY, N.C.
FOR: EPCON LRL, LLC

SCALE
1"=30'

DATE
10/13/25

DRAWN BY
YHM

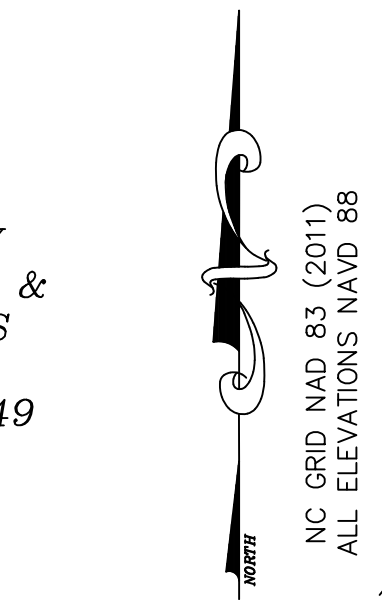
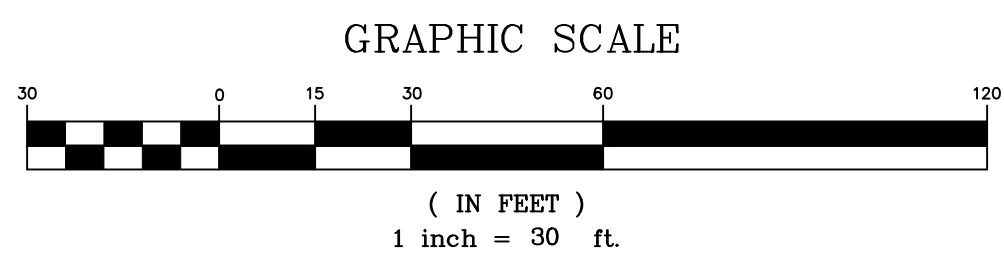
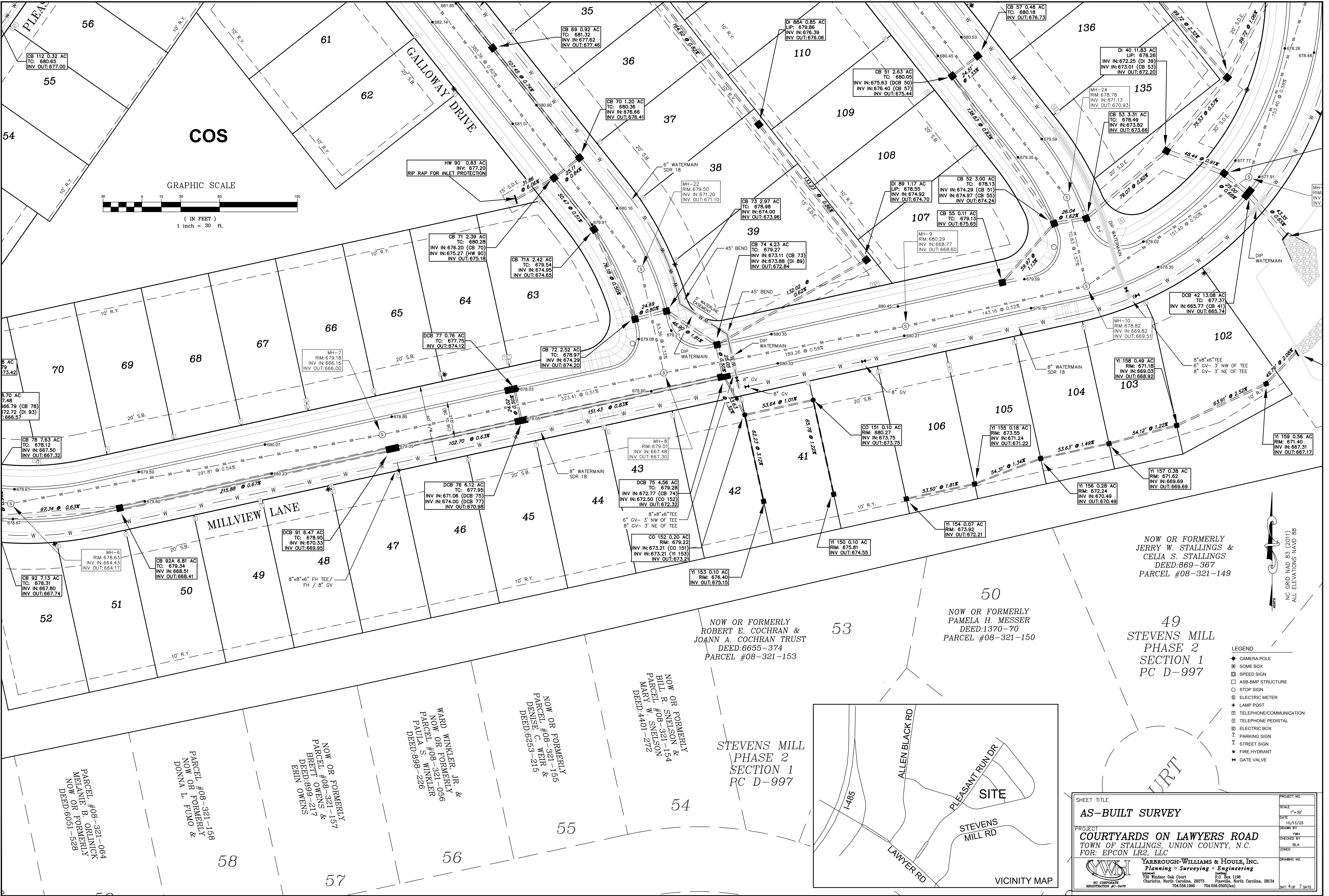
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BLA

ZONED

DRAWING NO.

SHT 3 OF 7 SHTS

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
750 Windsor Oak Court, P.O. Box 1198
Charlotte, North Carolina 28275
704.556.1990 704.556.0505(fax)



NOW OR FORMERLY
JERRY W. STALLINGS &
CELIA S. STALLINGS
DEED:869-367
PARCEL #08-321-149

49
STEVENS MILL
PHASE 2
SECTION 1
PC D-997

NOW OR FORMERLY
ROBERT E. COCHRAN &
JOANN A. COCHRAN TRUST
DEED:6655-374
PARCEL #08-321-153

NOW OR FORMERLY
PAMELA H. MESSER
DEED:1370-70
PARCEL #08-321-150

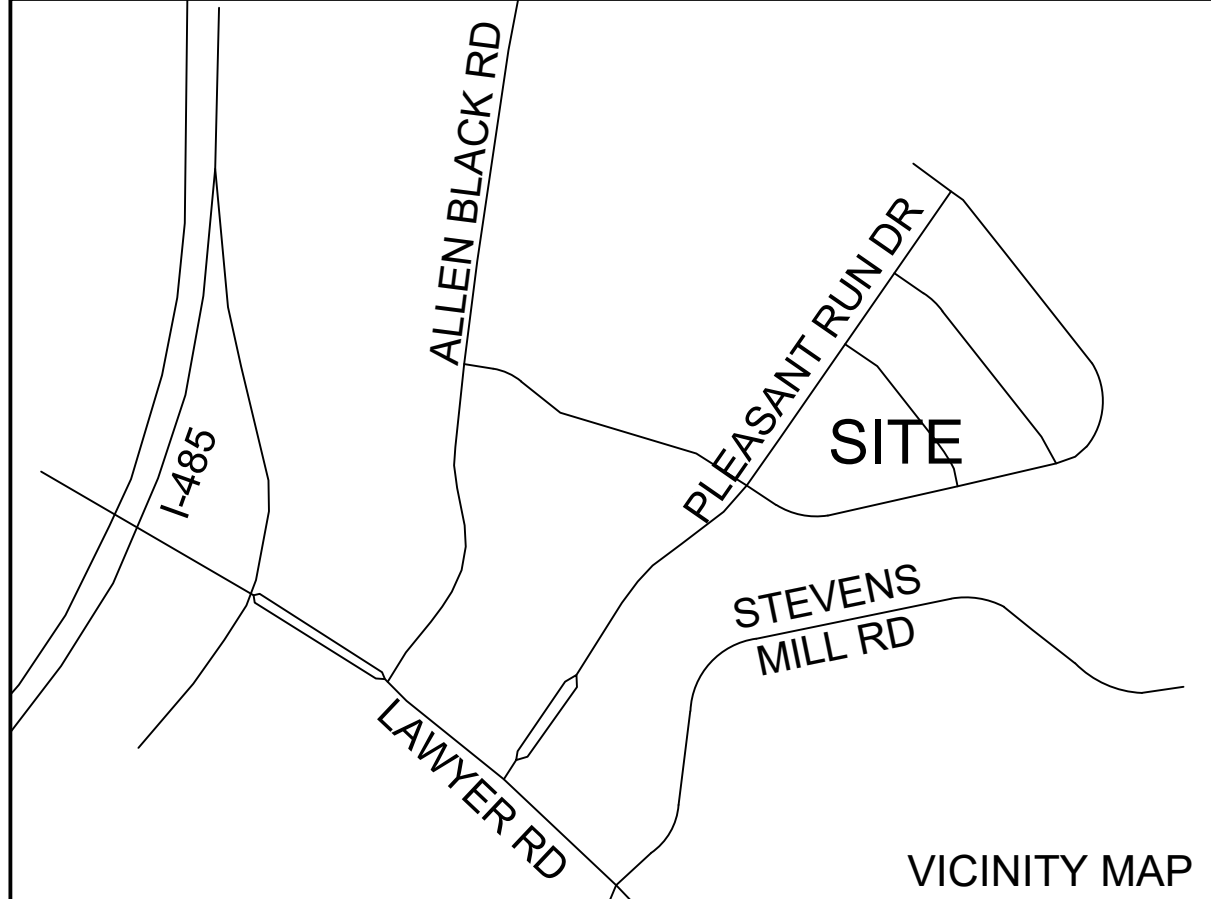
NOW OR FORMERLY
BILL R. SNEELSON &
MARY W. SNEELSON
PARCEL #08-321-154
DEED:4401-272

NOW OR FORMERLY
PARCEL #08-321-155
DENISE C. WEIR &
DEED:6253-215

NOW OR FORMERLY
WARD WINKLER, JR. &
NOW OR FORMERLY
PARCEL #08-321-056
BRETT OWENS &
DEED:899-217
ERIN OWENS
PAULIA S. WINKLER
DEED:898-226

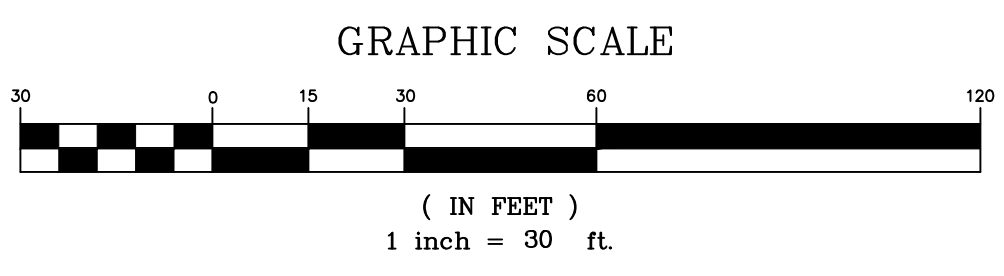
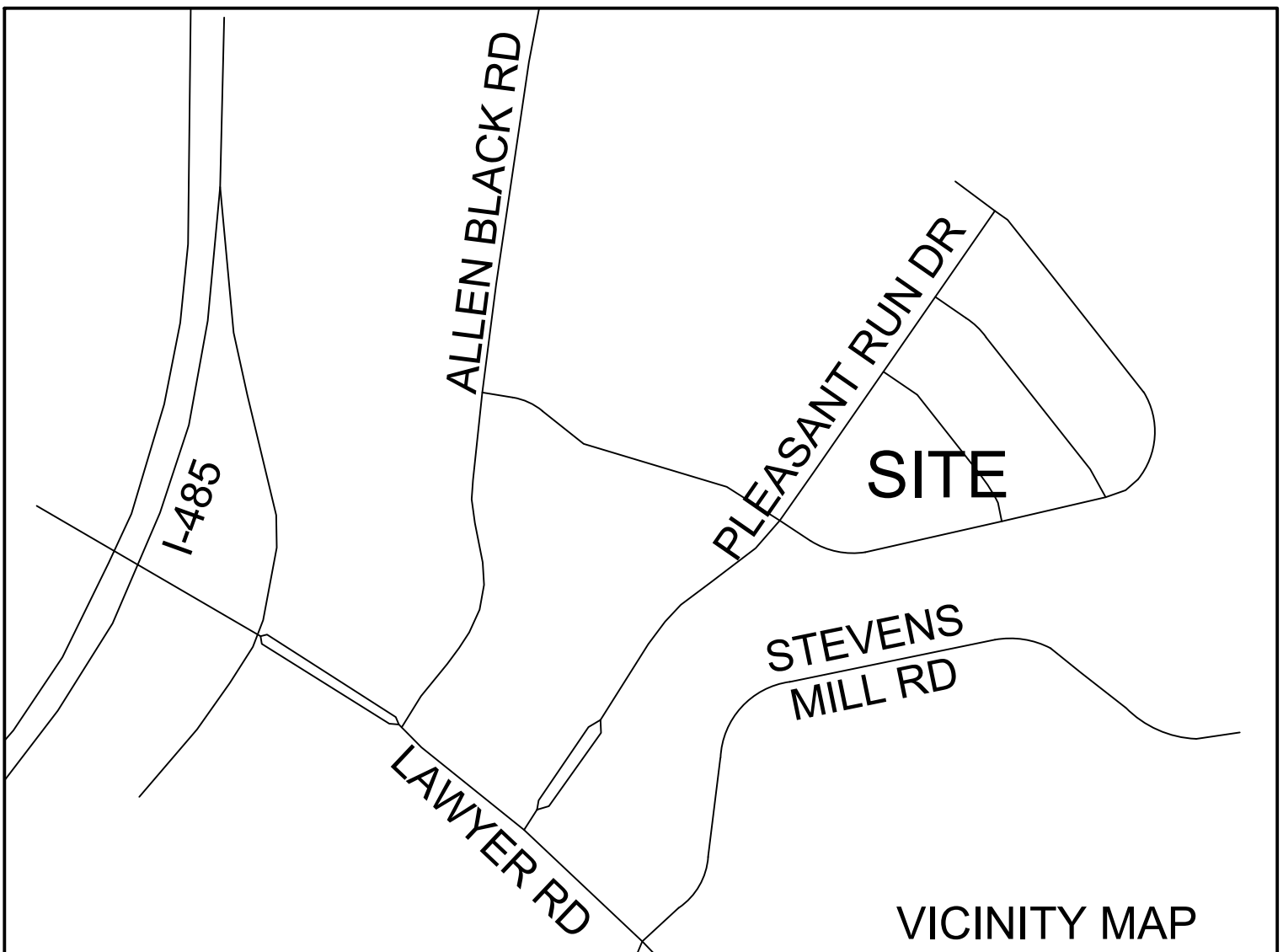
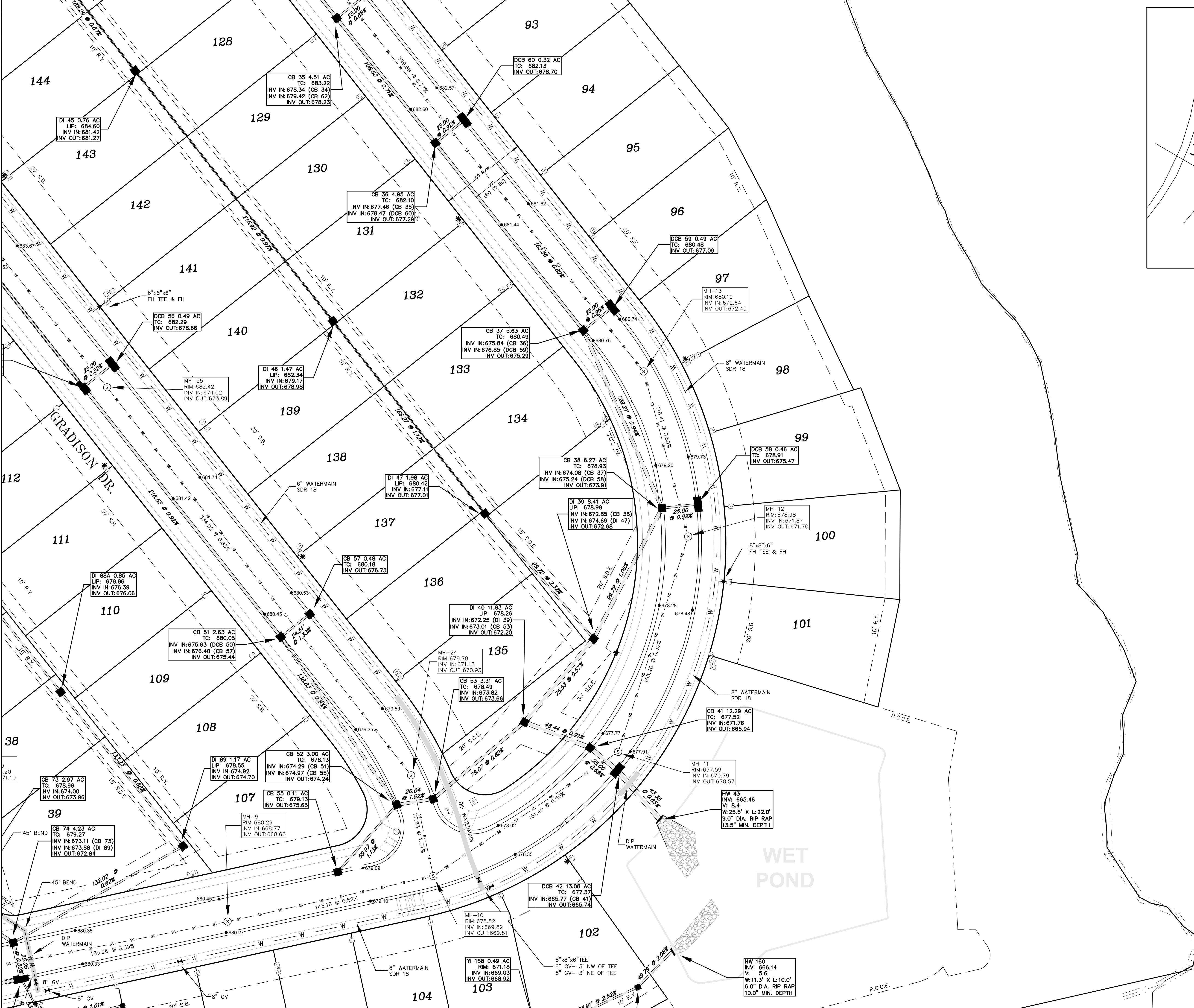
PARCEL #08-321-158
NOW OR FORMERLY
DONNA L. PLIMO &

PARCEL #08-321-064
MELANIE B. ORLUNICK
NOW OR FORMERLY
DEED:6051-528



- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE

SHEET TITLE AS-BUILT SURVEY		PROJECT NO. 10/13/25
PROJECT COURTYARDS ON LAWYERS ROAD TOWN OF STALLINGS, UNION COUNTY, N.C. FOR: EPCON LR2, LLC		DATE 10/13/25
DRAWN BY YWH		CHECKED BY BLA
ZONED		DRAWING NO.
YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 10435 Windsor Oak Court Charlotte, North Carolina, 28273 704.556.1990		704.556.0055 (fax) P.O. Box 1198 Pineville, North Carolina, 28134



NOW OR FORMERLY
KENT T. GUNN &
KYRA A. GUNN
DEED:1638-346
A PORTION OF
PARCEL #08-321-003

NC GRID NAD 83 (2011)
ALL ELEVATIONS NAVD 88

- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE

SHEET TITLE

AS-BUILT SURVEY

PROJECT

COURTYARDS ON LAWYERS ROAD

TOWN OF STALLINGS, UNION COUNTY, N.C.

FOR: EPCON LR2, LLC

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
700 Windsor Oak Court
Charlotte, North Carolina, 28273
704.556.1990

704.556.0505(fax)

PROJECT NO.

SCALE

DATE

DRAWN BY

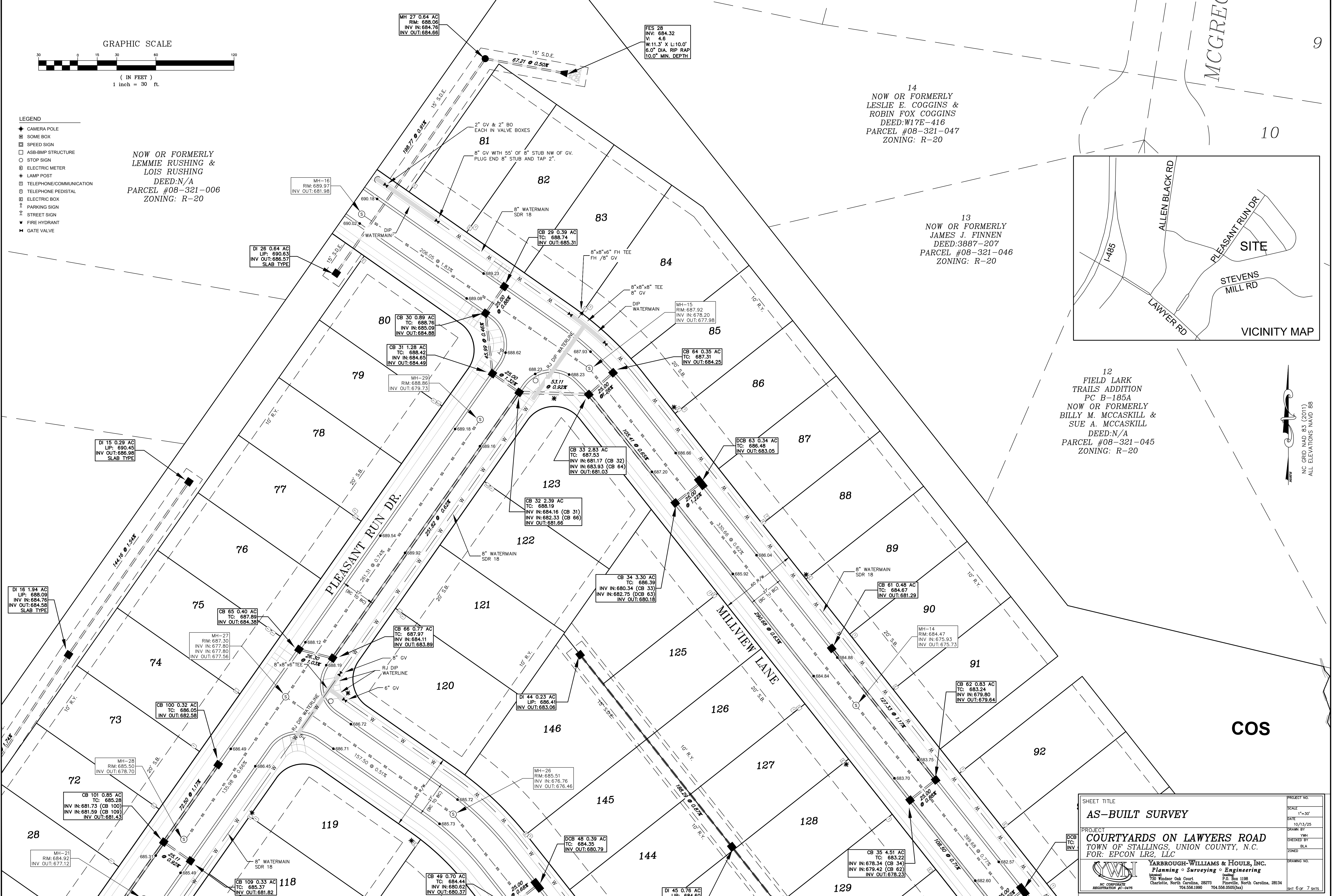
CHECKED BY

ZONED

DRAWING NO.

SHT 5 OF 7 SHTS

WET POND



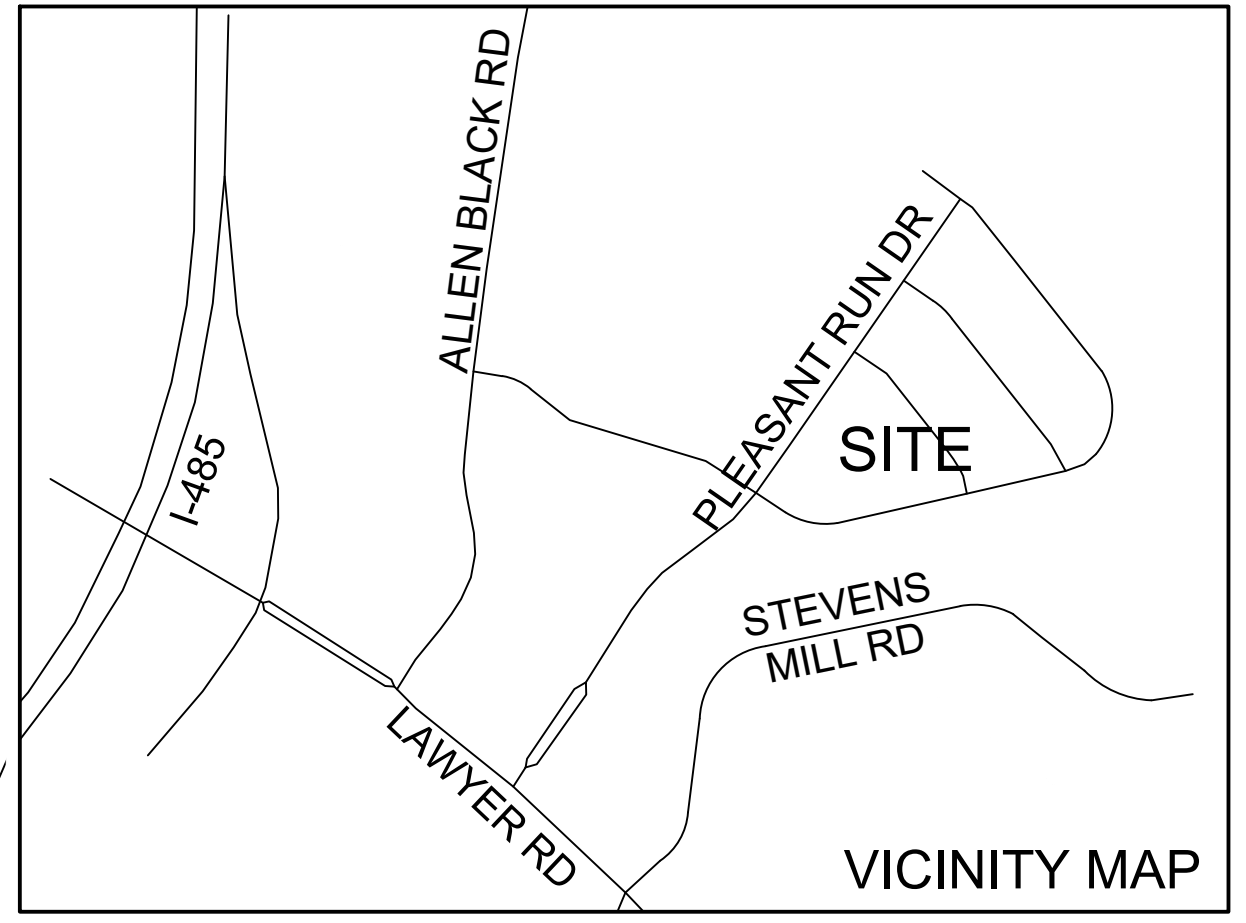
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 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE

NOW OR FORMERLY
LEMMIE RUSHING &
LOIS RUSHING
DEED: N/A
PARCEL #08-321-006
ZONING: R-20

14
NOW OR FORMERLY
LESLIE E. COGGINS &
ROBIN FOX COGGINS
DEED: W17E-416
PARCEL #08-321-047
ZONING: R-20

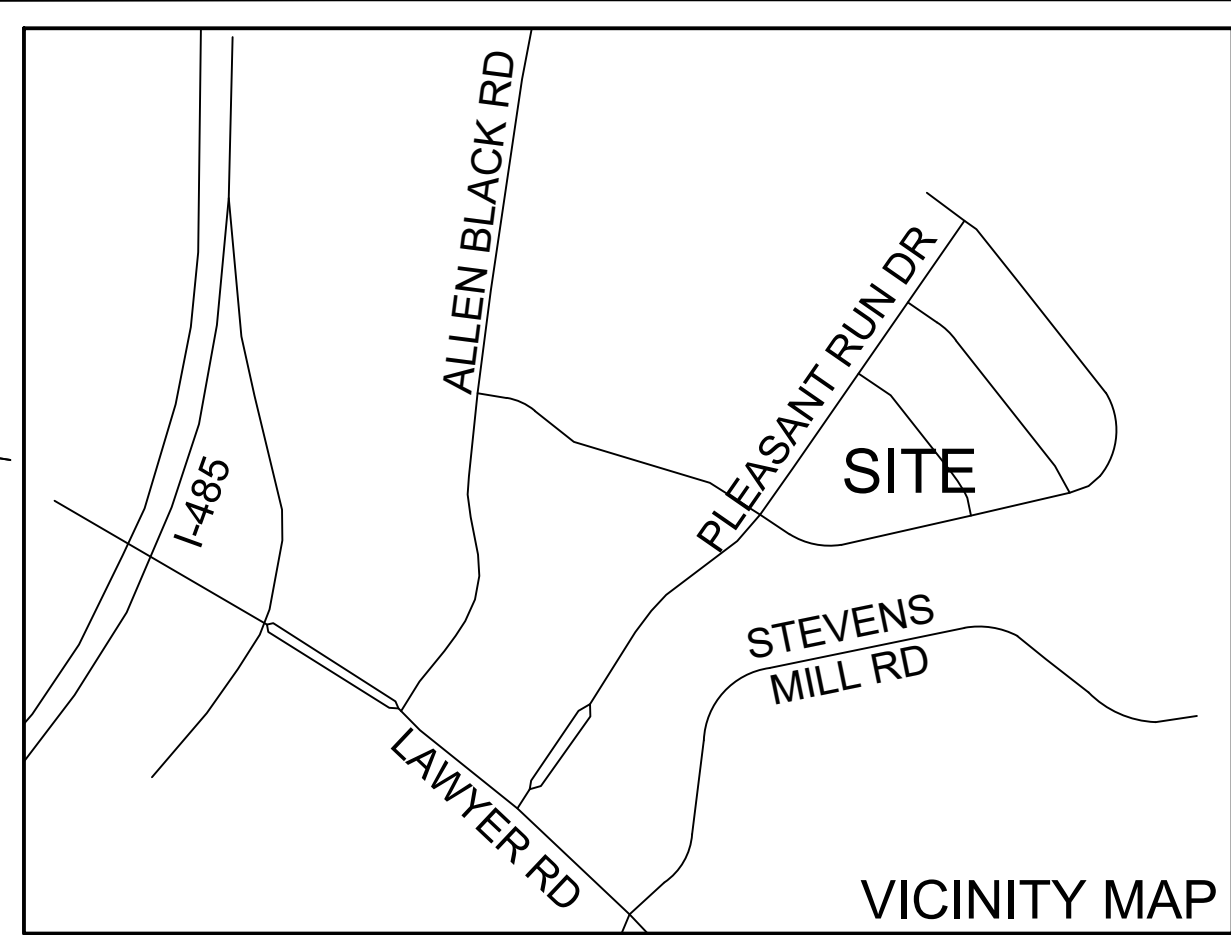
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NOW OR FORMERLY
JAMES J. FINNEN
DEED: 3887-207
PARCEL #08-321-046
ZONING: R-20

12
FIELD LARK
TRAILS ADDITION
PC B-185A
NOW OR FORMERLY
BILLY M. MCCASKILL &
SUE A. MCCASKILL
DEED: N/A
PARCEL #08-321-045
ZONING: R-20

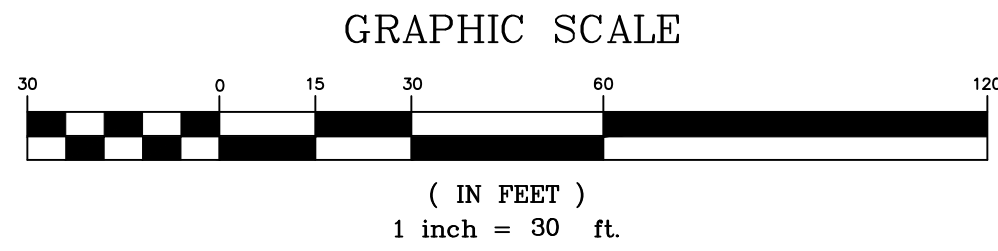


NC GRID NAD 83 (2011)
ALL ELEVATIONS NAVD 88

SHEET TITLE		PROJECT NO.
AS-BUILT SURVEY		SCALE
PROJECT		DATE
COURTYARDS ON LAWYERS ROAD		10/13/25
TOWN OF STALLINGS, UNION COUNTY, N.C.		DRAWN BY
FOR: EPCON LR2, LLC		CHECKED BY
YARBROUGH-WILLIAMS & HOULE, INC.		ZONED
Planning • Surveying • Engineering		DRAWING NO.
700 Windsor Oak Court, Charlotte, North Carolina, 28273		6 OF 7 SHEETS
704.556.1990 704.556.0506(fax)		



NOW OR FORMERLY
PHILLIP D. ROBERTS
MARIE S. ROBERTS
DEED:4948-235
PARCEL #08-321-005K
ZONING: R-20



- LEGEND
- CAMERA POLE
 - SOME BOX
 - SPEED SIGN
 - ASB-BMP STRUCTURE
 - STOP SIGN
 - ELECTRIC METER
 - LAMP POST
 - TELEPHONE/COMMUNICATION
 - TELEPHONE PEDISTAL
 - ELECTRIC BOX
 - PARKING SIGN
 - STREET SIGN
 - FIRE HYDRANT
 - GATE VALVE
- NC GRID NAD 83 (2011)
ALL ELEVATIONS NAVD 88



SHEET TITLE		PROJECT NO.
AS-BUILT SURVEY		SCALE
PROJECT		1"=30'
COURTYARDS ON LAWYERS ROAD		DATE
TOWN OF STALLINGS, UNION COUNTY, N.C.		10/13/25
FOR: EPCON LRS, LLC		DRAWN BY
YARBROUGH-WILLIAMS & HOULE, INC.		YWH
Planning & Surveying & Engineering		CHECKED BY
750 Windsor Oak Court, P.O. Box 1198		BLA
Charlotte, North Carolina, 28273		ZONED
704.556.1990 704.556.0506(fax)		DRAWING NO.
SHT 7 of 7 SHTS		



MEMO

To: Mayor and Council
Via: Alex Sewell, Town Manager
From: Eunice Donnelly, Parks and Recreation Director
Date: 08/05/2026
RE: **Stallings Municipal Park Splash Pad Chemical Storage Building Design Contract**

Background/Issue:

The existing splash pad pump building requires an addition dedicated to chemical storage. The Town appropriated \$500,000 in the FY27 budget to address the chemical storage room, and the proposed design services are a necessary part of that funded process. This work should be completed before the facility returns to regular public operation so that treatment chemicals can be stored and handled in a purpose-built space that meets applicable building, fire, accessibility, structural, mechanical, electrical, plumbing, and site requirements. The project is not simply a small storage-room construction task; it is an alteration to a public facility involving chemical hazards, existing equipment, utilities, drainage, egress, and permit review.

Why the Building Must Be Finished:

- Public and employee safety. A compliant, dedicated room reduces the risk of incompatible chemical storage, accidental exposure, spills, unauthorized access, and unsafe handling near splash pad operations.
- Code and permit compliance. The addition must satisfy the applicable North Carolina building and existing-building codes, life-safety and egress requirements, accessibility standards, and the requirements of reviewing authorities.
- Protection of Town assets and continuity of service. Proper containment, ventilation, utility coordination, drainage, and durable construction help protect the pump equipment and surrounding park improvements while supporting reliable operation.
- Responsible risk management. Completing the project from approved plans provides a documented basis for permitting, inspection, construction pricing, and contractor accountability.

Why Design Was Required Before Construction

- Construction could not responsibly move forward from a general concept alone. Existing conditions first must be verified, including the pump building, property boundaries, topography, trees, and subsurface utilities. The design team must

then determine the code implications of altering the existing structure; evaluate feasible addition locations; coordinate architectural, structural, mechanical, electrical, plumbing, landscape, and site work; and prepare permit-ready construction documents and specifications. This sequencing avoids directing a contractor to build before the Town knows the final code requirements, utility conflicts, scope, and permitting conditions. It also produces a consistent bid and construction package, reduces change-order exposure, and allows the Town to evaluate costs against a defined scope.

Proposal/Solution:

McAdams serves as one of the Town's on-call consultants and will act as the prime design firm and project coordinator. Its proposal includes boundary, topographic/tree, and subsurface utility surveys; kickoff and site review; project management; construction documents; site-plan permitting; and architectural and engineering services through Adams + Associates Architecture. The architectural work includes field verification, evaluation under the North Carolina Existing Building Code, two conceptual addition options, code and ADA review, multidisciplinary construction documents, and permitting coordination.

Proposal component	Fixed fee
Surveying services	\$39,700
Preliminary design services	\$1,480
Construction documents and permitting	\$16,350
Architectural/engineering subconsultant services	\$47,950
Total proposed contract	\$105,480

Town Contract Bidding Policy and Council Approval

The Town of Stallings Bid Policy applies the competitive-procurement requirements in Chapter 143, Article 8 of the North Carolina General Statutes and establishes Council-approval thresholds. Its quick-reference matrix states that contracts under \$30,000 do not require Council approval, while service contracts of \$30,000 or more require an informal process and Council approval.

McAdams is the Town's on-call consultant for this work, satisfying the Town's established professional-services procurement pathway. Because this task authorization totals \$105,480 - well above the Town's \$30,000 Council-approval threshold and the agreement must be presented to Town Council for approval before the Town issues notice to proceed.

The proposal anticipates completion of construction documents and permitting within 120 days after notice to proceed, subject to timely Town decisions, agency review, and conditions outside McAdams' control. Prompt approval is important because design, review, permitting, bidding, construction, inspection, and startup must occur in sequence. Authorizing McAdams now preserves the best opportunity to complete that sequence and meet the Town's goal of opening the splash pad for the summer 2027 season.

Requested Actions:

Move to approve McAdams proposal for the amount of \$105,480, and authorize the Town Manager to execute the agreement and issue notice to proceed, subject to final legal review and budget availability.



450 North Patterson Avenue
Suite 410
Winston-Salem, NC 27101
919. 361. 5000

TSN26001.00

July 29, 2026

Eunice Donnelly
Parks & Recreation Director
Town of Stallings
315 Stallings Road
Stallings, North Carolina 28104

**RE: Stallings Splash Pad
Stallings, North Carolina
TSN26001 – V4**

Dear Eunice,

We are pleased to offer this revised proposal for survey and construction documents services for the splash pad project in Stallings, North Carolina.

Project Understanding

Site

The 10-acre site, known as Stallings Municipal Park, is comprised of two parcels of land located at 242 and 340 Stallings Road in Stallings, North Carolina. The Union County PINs are 07129316 and 07129317.

Proposed Development

The proposed development is the addition of a chemical room to the existing splash pad pump building.

Assumptions

This proposal is based on the following assumptions:

- | Entire project will be designed and submitted in a single phase;
- | Architectural drawings, design preferences and direction for landscape design preferences will be provided to McAdams for design coordination;
- | If offsite road improvements are required, they will be quoted once improvements are defined;
- | A traffic impact analysis (TIA) will not be required;
- | Civil engineering services will not be part of this scope unless relocation of existing utilities or upgrades to sewer and water sources are deemed necessary; if these improvements are identified civil design can be scoped through an additional services proposal;
- | If offsite utility improvements are required, they will be quoted once improvements are defined;
- | Geotechnical engineering services will be by others. Coordination with geotechnical engineering firm will be provided at preliminary stages for determining key design elements, including subsurface conditions;
- | Environmental reports for the property (concurrence documents, Phase 1, Phase 2, or similar) will be provided by the Client;

- | Wetland delineation and concurrence by federal, state and local authorities is not required and existing concurrence documents will be provided;
- | The existing storm drainage system in the existing park facilities will not require modification for design of the site stormwater management system;
- | If increased impervious is under 500 square feet, increase will be considered negligible and stormwater analysis will not be necessary;
- | If stormwater analysis and design are deemed necessary, as-built data of existing stormwater facilities and drainage systems will be provided by the Town. If none can be obtained, then additional survey fee may be required;
- | Town of Stallings will be the sole review agency for the stormwater management plan for the site; and
- | Construction documents and permitting to be completed 120 days after notice to proceed.

Proposed Services + Fees

We propose the following services (alphanumeric task numbers are for internal coding purposes):

Surveying Services

B2.10 BOUNDARY SURVEY:

FEE: \$11,400

Conduct a field survey of the site and prepare a Boundary Survey Map in accordance with the Minimum Requirements for a Boundary Survey in the State of North Carolina.

B12.30 SUBSURFACE UTILITY INVESTIGATION (LEVEL B – MARKINGS):

FEE: \$12,500

McAdams SUE team will utilize both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities and identify the horizontal location of the utilities within the project area (to the opposite edge of pavement of Stallings Road.) Utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. All Subsurface Utility Engineering (SUE) will be completed in accordance with the ASCE 38-22 standards. Irrigation lines are included.

B2.40 TOPOGRAPHIC / TREE SURVEY:

FEE: \$15,800

Conduct a field survey of the site, including to the opposite edge of pavement of Stallings Road along the property frontage (total area is approximately 10.6 acres.) Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems; rims, pipe inverts, pipe material and sizes will be located. All landscaping trees and natural trees twelve (12) inches and larger in diameter are included.

Preliminary Design Services

D11.00 PROJECT KICKOFF + SITE VISIT (EXISTING CONDITIONS):

FEE: \$1,480

We will begin the design process by conducting a kickoff meeting with the Client to review project goals and objectives. At the meeting, we'll review the anticipated project sequence and project schedule. We will also review and confirm the following:

- | **Review of Assumptions and Known Limiting Factors** – facilitate discussion and review with the Client the assumptions required to gauge the dynamic variables that influence the project. These base assumptions will be expanded to provide the framework for continued analysis and strategy development;
- | **Program Elements** – define, clarify and confirm the desired program elements and any pre-determined design preferences with the Client and their team; and
- | **Communications** – confirm lines of communication, points of contact, level of involvement by key management, and other related project management details.

Upon completion of the kickoff meeting, conduct a site visit with Client and Project Team to walk the subject site, locate critical features and observe and document existing conditions with the client group. Team shall document the site with digital photos of the context and existing features for use in the study.

Deliverables associated with this task include:

- | Kickoff meeting;
- | Project site visit;
- | Meeting minutes; and
- | Distribution of site photos and other data gathered.

Construction Drawing + Permitting Phase

D11.80 PROJECT MANAGEMENT:

FEE: \$5,850

McAdams will be the prime firm for design and for management of the project. As such and given the wide variety and range of disciplines involved in the design and construction of this project, significant coordination and communication will be an integral part of the success of the project. To ensure the high degree of coordination required, this task includes scheduling, email and phone correspondence, budget management and coordination with the Client and staff of all involved parties, stakeholders and internal coordination with team members including Adams + Associates (project architect).

D11.30 CONSTRUCTION DOCUMENTS:

FEE:	\$7,000
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McAdams will develop the proposed hardscape and landscape design based on input and direction from the Client kickoff meeting. Scope will include refinement of the arrangement and selection of hardscape elements including surface materials, and site furnishings; plant materials, including soil amendments, mulch, staking, and edging; and site lighting fixtures and locations.

The Construction Documents shall set forth, in detail, the requirements for the project, including drawings and details that establish the quality levels of materials and systems required for the project including:

- | Sidewalk, connections to building expansion;
- | Site furnishings, fences, and gates;
- | Trees, shrubs, groundcover, and lawns, and irrigation performance specification; and
- | Lighting design is not included.

Construction Drawings deliverables as listed below will be at 90% completion level and delivered to the Client in the form of black and white technical drawings generated from AutoCAD, in PDF format, for final review and comment. Comments will be gathered and incorporated into the Final (100%) Construction Documents upon which the contract with the selected Contractor will be based.

Deliverables:

- | General Notes;
- | Existing Conditions Survey;
- | Tree Protection Plan;
- | Demolition Plan;
- | Site Plan;
- | Layout Plan;
- | Fine Grading and Drainage Plan;
- | Site Details;
- | Landscape Plan (code and enhanced); and
- | Written Specifications.

D11.90 SITE PLAN PERMITTING:

FEE: \$3,500

Prepare application forms and submit documents for required permitting specific to items of the proposed landscape and hardscape plans including site amenities. Revise and resubmit documents as appropriate to address and respond to reviewer comments to achieve approval and permitting for site construction (application fees by Client). This scope includes three (3) cycles of submittals and comments; if additional cycles are necessary, additional services will be provided under a separate change order.

Permits include:

- I Sketch Plan Review; and
- I Site Plan Review.

Ongoing coordination with the Architect, MEP and lighting designer shall be provided in this phase. Coordination for the Building Permit (to be submitted by others) will be provided as part of this permitting task.

Note: meetings with municipalities and / or reviewers and / or Code Enforcement officers will be charged to this task. This scope assumes a maximum of one (1) onsite review and a maximum of two (2) meetings during the permitting process.

Subconsultant Services**L11.10 ARCHITECTURAL SERVICES – COMPONENTS 1-3 + SUPPLEMENTAL SERVICES:**

FEE: \$47,950

McAdams will work with Adams + Associates Architecture as follows:

COMPONENT 1: Field Verification, Existing Building Evaluation, Conceptual Design, and Conceptual Estimate Services shall include:

Field Verification, Existing Building Evaluation:

- I A+AA will field measure and assess the existing equipment building requiring the addition.
 - Field measure and photograph the existing equipment building.
 - Enter the existing information obtained from “1” above into Revit to prepare accurate base building floor plans for the existing structure for the design team and Town of Stalling’s use.
 - Conduct an existing building assessment of the area of work based on the 2024 North Carolina Existing Building Code to determine what code requirements will be required for the building as part of the work, if any.
 - Prepare a report and plan showing the building elements for code and ADA compliance.
 - Owner shall provide the design team with a site utility and topographic/location survey. If not available or the Owner does not have a surveyor The Owner can select Supplemental Services 1 below.

Concept Design:

- | A+AA will produce two (2) conceptual addition schemes based on the location where the chemical addition must be built. The conceptual schemes will be sent to the Owner for review and comment.
- | A+AA will address the comments received, update the conceptual design, and submit for conceptual estimate.

Conceptual Estimate:

- | Based on the approved conceptual design, A+AA will have a conceptual estimate produced for the addition option, then present the estimate to the Owner for approval. The selected option will be the basis for the subsequent design phases.

COMPONENT 2: Construction Documents Services shall include:

Upon approval of Concept Design, the preparation of Construction Documents will occur and include:

Architectural Drawings including:

- | NC Appendix B.
- | Egress and Life Safety plan.
- | Demolition floor and ceiling plans.
- | Floor plans.
- | Reflected ceiling plans.
- | Roof plan.
- | Elevations.
- | Building Sections.
- | Wall Sections.
- | Enlarged area plans, as required.
- | Door, door hardware and wall schedules.
- | Plan details as required.
- | Interior finish schedule.
- | Miscellaneous Details.
- | Project specification manual.

Civil and Landscape Engineering Drawings:

- | General Notes.
- | Tree Protection Plan.
- | Demolition Site Plan.
- | Site Plan.
- | Layout Plan.
- | Fine Grading and Drainage Plan.
- | Site Details.
- | Landscape Plan (code and enhanced).
- | Project specification manual.

(continues)

Structural Engineering Drawings:

- | Structural construction drawings including foundation plans, framing plans, details and schedules.
- | Project specification manual.
- | Statement of Special Inspections (if required).

Mechanical, Electrical, Plumbing, Fire Protection Engineering / Drawings:

- | MEP Permit Drawings.
- | Specifications on drawings.
- | Conduct virtual meetings as requested throughout the construction document phase to review progress and make any necessary revisions and modifications based on comments received. Shall also include up to two (2) meetings with consultants.
- | Present the Construction Documents package to the Owner for page turning session and final approval prior to submitting for permit and / or bidding.

COMPONENT 3: Permitting

- | Normal and reasonable permitting efforts through the Town of Stallings and Union County. Please note: Permit fees and permit review fees are not included and will be considered a reimbursable expense under this contract, if these are to be paid by A+AA.

SUPPLEMENTAL SERVICES 1: Site Survey and Evaluation

- | If an existing survey is not available, the Owner can select to have this project civil engineer conduct an existing utility and topographic/location survey to get accurate information for the design team to work off.

Scope NOT included:

- | Work beyond that which is described above.
- | Third party testing agencies.
- | Survey and/or abatement of hazardous materials.
- | Environmental surveys of site for hazardous materials.
- | Geotechnical survey.
- | Site Lighting.
- | Fire Protection Engineering.
- | Acoustic corrections, modifications, and upgrades.
- | Finish selection or documents.
- | Selection of Furniture, Fixtures and Equipment.
- | Casework.
- | Signage design and coordination.
- | LEED or any other specialty sustainable design certification.
- | Submissions for accreditations.
- | Historical Preservation submissions or requirements.
- | 3D BIM model.
- | Sprinkler head layout beyond component 3.c.v above.
- | Audio and Video infrastructure and cable design.
- | Cost Estimating Services.
- | Plan review / permit fees.

CONDITIONS

- | The basis of contract shall be this agreement.
- | Changes after approval of the design phases (Concept Design/CD/CA) may result in additional services.
- | With the execution of this agreement, the Owner agrees to indemnify A+AA and their consultants from any liabilities resulting from any previously performed work.
- | Reimbursable expenses including printing costs shall be invoiced at 1.1 times the actual cost to the Architect and are in addition to the hourly, not to exceed fee.
- | This proposal is valid for ninety (90) days from the date of this letter.
- | Rates for hourly services shall be:
 - Architects:
 - Principal \$220.00
 - Project Manager/ Architect \$175.00
 - Job Captain \$155.00
 - Intern Architect/ Draftsperson \$120.00
 - Clerical \$ 60.00
 - Mechanical, Electrical, Plumbing, Fire Protection Engineers:
 - Professional Engineer \$220.00
 - Associate \$165.00
 - Structural Engineers:
 - Manager, Structural Engineering \$240.00
 - Structural Project Manager \$200.00
 - Construction Administrator \$165.00
 - Civil Engineers and Landscape Architect:
 - Civil Engineer \$275.00
 - Landscape Architect \$215.00
 - Project Engineer \$185.00
 - Designer \$180.00

Extra Services

J. ADDITIONAL SERVICES:

When requested by the Client and confirmed by the Client and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc) as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Offsite utility extensions or roadway improvements (may be quoted if required);
- | Traffic Impact Analysis;
- | Offsite stormwater management facilities, revisions to the existing stormwater infrastructure or analysis of downstream stormwater system (will be quoted if required);
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Flood studies for the Town of Stallings or FEMA;
- | Environmental investigations, wetlands delineation and permitting, wetlands surveying (will be quoted if required);
- | Soils investigations, borings, or compaction tests;
- | Structural design of retaining walls, headwalls or stormwater facilities or structures;
- | Detailed landscape, hardscape, irrigation or lighting design (can be quoted separately);
- | Permit application, plans review or re-review fees;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Acquisition of easements; preparation of offsite easements;
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Revised directives from Client after design has begun; and
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

General Conditions

- | The attached “Terms and Conditions” shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

McAdams



Nick Lowe, RLA | Senior Project Manager
nlowe@mcadamsco.com | 704. 239. 5088

NL / kt

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



Fee Schedule

Stallings Splash Pad / Stallings, North Carolina

Date	July 29, 2026					
Project #	TSN26001.00 - V4	Number of Lots				
Phases		Acres				
Task ID	Description	Fee	Fee Basis	CO 1	CO 2	Notes
SURVEYING SERVICES						
B2.10	Boundary Survey	\$11,400	Fixed Fee			
B12.30	Subsurface Utility Investigation (Markings - Level B)	\$12,500	Fixed Fee			
B2.40	Topographic / Tree Survey	\$15,800	Fixed Fee			
Survey Services TOTAL		\$39,700				
PRELIMINARY DESIGN SERVICES						
D11.00	Project Kickoff + Site Visit (Existing Conditions)	\$1,480	Fixed Fee			
Due Diligence + Preliminary Design Phase TOTAL		\$1,480				
CONSTRUCTION DOCUMENTS + PERMITTING PHASE						
D11.80	Project Management	\$5,850	Fixed Fee			
D11.30	Construction Documents	\$7,000	Fixed Fee			
D11.90	Site Plan Permitting	\$3,500	Fixed Fee			
Construction Documents + Permitting Phase TOTAL		\$16,350				
SUBCONSULTANT SERVICES						
L11.10	Architectural Services: Components 1-3 + Supplemental	\$47,950	Fixed Fee			
L11.20	Architectural Services: Components 4-5	TBD	Hourly Charges			Hourly fees excluded from this estimate
Subconsultant Services TOTAL		\$47,950				
	Current Contract Total	\$105,480		\$0	\$0	
	Running Contract Total	\$105,480		\$105,480	\$105,480	



Hourly Rate Schedule / 2026

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
General Counsel	\$450 /hour
Chairman / President / Vice President	\$300 - 450 /hour
Advisor	\$260 - 325 /hour
Director / Group Manager / Practice Lead	\$145 - 300 /hour
Technical Manager	\$135 - 255 /hour
Project Manager	\$130 - 275 /hour
Assistant Project Manager	\$110 - 180 /hour
Landscape Architect	\$155 - 215 /hour
Planner	\$105 - 200 /hour
Project Engineer	\$145 - 185 /hour
GIS Staff	\$140 - 175 /hour
CAD Tech	\$100 - 145 /hour
Graphics + Visualization	\$140 - 150 /hour
Designer / Analyst / Design Tech	\$105 - 180 /hour
Intern	\$60 - 115 /hour
Administrative Services	\$85 - 145 /hour
Construction Administrator / Observer	\$120 - 230 /hour
Survey Technician	\$105 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$185 - 210 /hour
UAS LiDAR Crew	\$305 /hour
SUE Crew Member	\$90 - 130 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.)

Item	Fee	Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Specifications	\$0.12 /each	Mylar Sepia	\$18.00 /each
Paper Reproductions	\$2.40 /each	Oversize Mylar Sepia	\$24.00 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



Terms + Conditions - NC

The proposal submitted by The John R. McAdams Company, Incorporated (“Consultant”) is subject to the following terms and conditions (collectively referred to with the proposal and any documents incorporated therein by reference as the “Agreement”). By accepting the proposal or any part thereof, Client agrees to and accepts these terms and conditions.

1. Definitions & Clarifications on Services:

- a. Definitions. The “Project” means the undertaking by Client with respect to which Consultant has been engaged, as reflected in the proposal. The “Site” means the location of the Project. The “Services” means the professional services to be provided by Consultant for the Project. All other capitalized terms used herein, unless specifically defined, shall have the meaning ascribed to them in the proposal.
- b. Submittals. If the Services include the review of submittals by Client’s general contractor, construction manager, or the subcontractors or materials suppliers of either (collectively, “Contractors”), such review is for the purpose of checking for general conformance with information given and the design concept expressed in the Instruments of Service. Review of such submittals is not conducted for the purpose of determining the accuracy or completeness thereof (including dimensions, quantities, or installation instructions), all of which remain the responsibility of the Contractors. Consultant’s review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. Consultant’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- c. Cost Estimating. If the Services include cost estimating by Consultant, such opinions or estimates will be prepared on the basis of Consultant’s general experience in the construction industry and reasonably available pricing information existing at the time the estimate is performed. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over any Contractor’s methods of determining prices, or over competitive bidding or market conditions, Client acknowledges that any estimates by Consultant are not guarantees of actual costs and that any proposals, bids, or actual construction cost may vary significantly from Consultant’s estimate. If Client desires a more precise cost estimate, Client shall separately retain a construction cost consultant for that purpose.
- d. Construction-Phase Services. If the Services include any construction-phase services by Consultant:
 - (i) Site visits by Consultant during construction of the Project shall be for the purpose of observing, in general, whether the progress and quality of the work is proceeding in general conformity with Consultant’s design as expressed in the Instruments of Service;
 - (ii) Neither Consultant’s presence at the Site, nor any observations made or field testing conducted while at the Site, shall excuse Contractors from responsibility for defects in the work performed by them; and

- (iii) Consultant shall not be responsible for the acts or omissions of Contractors, for supervision of personnel at the Site other than Consultant's own employees, or for construction means, methods, techniques, sequences, or procedures.
- e. Municipal Advisor Services. Consultant's Services shall not include:
 - (i) Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; or
 - (ii) Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

2. Standard of Care:

Consultant shall perform its Services in a professional manner, using the degree of care and skill ordinarily exercised by similarly-licensed professionals providing the same Services in the same or similar locality as the Project under the same or similar circumstances. **THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT.**

3. Payment:

- a. Monthly Invoices. Consultant will render monthly invoices to Client for fees and costs in connection with the Services performed. Each invoice is due and payable in full upon presentation to Client. Invoices are past due if not paid in full within thirty (30) days from the date of the invoice. Past due amounts shall accrue interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b. Hourly Rates. If any of the Services to be provided are based on hourly rates, such rates are subject to adjustment at the beginning of each calendar year pursuant to Consultant's standard annual rate adjustment procedure.
- c. Adjustments Due to Passage of Time. Any Services which are priced on a lump-sum or not-to-exceed basis, and which have not been completed within twelve (12) months of the date of the proposal through no fault of Consultant, shall be subject to an annual equitable adjustment in Consultant's compensation therefor to account for inflationary impacts, cost of living increases, and other market conditions.
- d. Disputed Invoices. In an effort to ensure prompt resolution of any questions or disputes regarding Consultant's Services and invoices, Client agrees to notify Consultant, in writing, of any questions or concerns Client may have regarding the cost, quality, or appropriateness of the Services included in an invoice within fifteen (15) days of the invoice date. If Client fails to provide such notice to Consultant, Client waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided. If Client disputes only a portion of an invoice, Client shall promptly pay all undisputed portions thereof and shall, upon resolution of the dispute, tender payment of the previously-disputed portion.

- e. Cross-Withholding Prohibited. In no event shall client withhold, or be entitled to withhold, payment due Consultant under this Agreement based on a dispute involving any other contract or matter.

4. Notification of Breach or Default:

To provide Consultant adequate opportunity to investigate and, if necessary, mitigate or rectify any issues in the performance of its Services, Client shall provide prompt written notice to Consultant if Client becomes aware of any breach of contract, defect, fault, error, omission or inconsistency (“Issue”) arising out of or related to Consultant’s Services. The failure of Client to provide such written notice within fifteen (15) days from the date Client became aware or reasonably should have become aware of such Issue shall constitute a waiver by Client of any claims against Consultant arising out of the Issue.

5. Ownership of Instruments of Service:

All reports, plans, specifications, documents, models, field data, notes, and other materials, whether in hard copy or on electronic media (“Instruments of Service”), prepared by Consultant shall remain the property of Consultant, and Consultant shall retain all common law, statutory, and other rights, including all copyrights and other intellectual property rights, therein. Upon full payment of all amounts owed to Consultant, Consultant shall make available to Client copies of all completed plans, specifications, and electronic files solely for Client’s reference in constructing, occupying, and maintaining the Project. If Client uses, or permits a third party (including an affiliate) to use, any Instruments of Service (i) for modifications, expansions, or other activities on the Project without Consultant’s involvement therein or (ii) for any other property or project, Client releases Consultant from, and shall indemnify, defend, and hold harmless Consultant against, all claims, demands, causes of action, suits, damages, and losses, including reasonable attorneys’ fees, arising out of or relating to such use.

6. Electronic Data:

Digital data files, like any electronic data, transferred in any manner or translated from the system and format used by Consultant to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, electronic data may be altered or corrupted whether inadvertently or otherwise. As a result, no representations or warranties, whether expressed or implied, are made as to the accuracy of the digital data files transferred. As the accuracy of the digital data files cannot be warranted or guaranteed, digital data files are issued as supplemental information only and must be read in conjunction with physical documents, and to the extent there are any discrepancies between the digital data files and physical documents, the physical documents control.

7. Change Orders:

A “change order request” is any documented or oral communication (including directions, instructions, interpretations, or determinations) from Client which requests or would cause changes in, or in the performance of, Consultant’s scope of Services. If Consultant is willing to proceed with such change, Consultant will give Client written notice of the increase in Consultant’s fees, time of performance, or both, to result from implementation of the change order request (a “Change Order”). Unless Client objects in writing within ten (10) days after receipt of the Change Order, the Change Order shall be deemed accepted by Client.

8. Client Responsibilities:

- a. Client Representative. Client shall identify a representative authorized to act on Client's behalf with respect to the Project.
- b. Rendering Timely Decisions. Client shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.
- c. Provision of Information and Documentation. Client shall provide Consultant with all information and documentation necessary or reasonably required for Consultant's performance of the Services and which is within Client's possession or control. Consultant shall be entitled to rely on the accuracy of such information and documentation without independent verification by Consultant.
- d. Contractors' Insurance Requirements. Client shall require Contractors for the Project to name Consultant and Consultant's employees and subconsultants as additional insureds on Contractors' Commercial General Liability and Automobile Liability insurance policies, with such insurance by Contractors to be primary to any other insurance offering the same or similar coverage.
- e. Project Budget. Client shall establish and periodically update Client's budget for the Project, including (i) the budget for the anticipated cost of the work, (ii) Client's other costs associated with the Project, and (iii) reasonable contingencies related to all of such costs, including contingencies for additional services by Consultant and others.
- f. Financial Solvency. Client warrants that it is financially solvent and has the necessary resources to make timely and full payment for all Services performed by Consultant. Client's obligation to pay Consultant for the Services is not conditioned or contingent on Client's ability to obtain financing, approvals of governmental or regulatory bodies, or Client's successful completion of the Project.
 - i. Prior to commencement of the Services and upon written request by Consultant, Client shall furnish to Consultant reasonable evidence that Client has made financial arrangements to fulfill the Client's obligations under the Agreement. Consultant shall have no obligation to commence the Services until Client provides such evidence. If commencement of the Services is delayed under this provision, Consultant's time to complete the services shall be extended appropriately.
 - ii. Following commencement of the Services and upon written request by Consultant, Client shall furnish to Consultant reasonable evidence that Client has made financial arrangements to fulfill Client's obligations under the Agreement only if: (1) Client fails to make payments to Consultant as required by the Agreement; (2) Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when due; or (3) a change in the Services materially changes Consultant's fee under the Agreement. If Client fails to provide such evidence, as required by Consultant, within seven (7) days of the Consultant's request, Consultant may immediately stop the Services and, in that event, shall notify the Client that the Services have stopped. If the Services are stopped under this provision, Consultant's time to complete the

Services shall be extended appropriately and Consultant's fee shall be increased by an amount necessary to compensate Consultant for the reasonable costs of shutdown, delay, and start-up.

9. Client's Contractors and Other Consultants:

Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information provided by Client's other consultants and Contractors.

10. Project Site:

- a. Access and Right-of-Entry. Client will arrange for Consultant to have access to, and a right-of-entry upon, the Site for the purpose of performing studies, tests, and evaluations required for the Services. Client represents that it possesses, or will possess prior to Consultant's commencement of Services at the Site, necessary permits and licenses required for all activities to be undertaken by Consultant at the Site.
- b. Undisclosed and Unknown Conditions. Consultant shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions at the Site, whether the Site is owned by Client or by a third-party, including but not limited to any underground utilities or underground storage tanks.
- c. Damage to the Site. Consultant will take reasonable precautions to minimize damage to the Site caused by its operations. However, Client acknowledges that the evaluations, studies, and testing necessary for performance of the Services may result in damage (both temporary and permanent) to the Site, that Consultant's fee does not include any cost of restoration due to any damage which may result, and that Consultant shall not be responsible for repairing any such damage unless it is caused by the willful misconduct or gross negligence of Consultant.
- d. Field Tests and Boring Locations. Field tests and boring locations described in Consultant's reports or shown on sketches prepared by Consultant will be based on specific information furnished by others or estimates made in the field by Consultant's personnel. The dimensions, depths, and elevations described are approximations unless otherwise stated in Consultant's report or sketches.
- e. Site Not Owned by Client. If Client is not the owner of the Site, then Client agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the Site and to obtain written permission from the owner(s) for such alteration and damage. Client further agrees to indemnify, defend, and hold Consultant harmless from and against any claims by the owner(s) of the Site or by persons having possession of the Site through the owner(s) which are related to such alteration or damage.

11. Assignment and Third Parties:

Except with respect to any indemnity provisions, limitations of liability, and waivers of claims or damages, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant. Neither Client nor Consultant shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld; provided, however, that nothing contained herein shall prevent or restrict Consultant from employing independent subconsultants as Consultant may deem appropriate to assist in the performance

of Services hereunder (each a “Subconsultant”). These Terms and Conditions shall apply equally regardless of whether any portion of the Services are performed by a Subconsultant and, further, as between Client and any such Subconsultant, the Subconsultant shall be entitled to the same rights and benefits afforded to Consultant hereunder including, but not limited to, those in Sections 13-16.

12. Force Majeure:

Should performance of any portion of the Services or any obligation of Consultant be delayed for causes beyond the control of or without the fault or negligence of Consultant, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay. Force majeure includes, but is not limited to, acts of God, acts or failures of governmental authorities, acts of Client’s Contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Limitation of Liability:

The total aggregate and collective liability of Consultant and its employees, officers, directors, members, managers, owners, and representatives for all claims arising out of or relating to this Agreement or the Services (whether for breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory) shall be limited to the greater of (i) the total amount paid to Consultant under this Agreement or (ii) \$50,000.00.

14. Waiver of Consequential Damages:

Consultant and Client hereby waive against each other, and against each other’s employees, officers, directors, members, managers, owners, and representatives, all special, incidental, and consequential damages of any kind or nature arising out of or relating to this Agreement or the Services (whether such damages arise from breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory), including, without limitation, damages for lost profits, loss of use, additional financing costs, and lost opportunity costs.

15. Betterment:

If any item or component of the Project is required due to omission from the Instruments of Service, Consultant’s liability shall be limited to the reasonable costs of correction of the construction less the cost to Client if the omitted item or component had been initially included in the Instruments of Service. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be the basis of a Claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

16. No Personal Liability:

Client and Consultant intend that Consultant’s Services will not subject Consultant’s individual employees, officers, directors, members, managers, owners, and representatives (“Consultant’s Personnel”) to personal liability. Therefore, notwithstanding any other provision of this Agreement and to the fullest extent allowed by applicable law, Client (i) agrees that its sole and exclusive remedy for any claim, damage, or liability arising out of or relating to this Agreement or the Services shall be to take legal action solely against Consultant as a corporate entity, (ii) waives and releases all claims and causes of action against Consultant’s Personnel, and (iii) covenants not to sue any of Consultant’s Personnel.

17. Execution of Consents and Similar Documents:

Consultant shall have no obligation to execute any consents, certifications, reliance letters, or other documents that may or would result in an increase in liability, require the waiver of rights not otherwise waived under this Agreement, require certification of the conduct of others, require certification of matters outside of Consultant's own personal knowledge, or any combination of the foregoing.

18. Safety:

Except with respect to Consultant's own employees, Consultant is not responsible for Site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole and exclusive responsibility of Client or Client's Contractors. Likewise, Consultant shall have no right or obligation to direct or stop the work of Client's Contractors, agents, or employees.

19. Hazardous Substances:

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form ("Hazardous Substance") at the Project Site. If Hazardous Substances are present, Client shall be responsible to remove them from the Project Site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold harmless Consultant from any liability, loss, damage, or expense arising out of or with respect to the presence of Hazardous Substances on the Project Site. The presence or discovery of any Hazardous Substance on the Site shall be cause for extension of the schedule of Consultant's Services and for an equitable adjustment of Consultant's fees for the Services to the extent Consultant's performance of the Services is impacted thereby. Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of Hazardous Substances (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990).

20. Dispute Resolution Procedures:

- a. Meet-and-Confer. Any claim, dispute, or other matter in question arising out of or related to this Agreement or the Services (each a "Claim") shall be subject to a meet-and-confer session as a condition precedent to mediation. Client and Consultant shall endeavor to resolve Claims during the meet-and-confer session, which shall be attended by a representative of Client and Consultant with authority to bind each party to any resolution reached. The meet-and-confer session shall take place within thirty (30) days after a request by either party. Prior to the meet-and-confer session, the parties may exchange relevant information that will assist in resolving the Claim. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution including, where applicable, a Change Order. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with the terms of this Agreement.
- b. Mediation. Any Claim which is not resolved through the meet-and-confer process shall be subject to non-binding mediation as a condition precedent to binding dispute resolution, which shall occur within thirty (30) days after completion of the meet-and-confer process. The mediation shall be held in the city in which the Project is located. The parties shall work together in good faith to identify a mutually agreeable mediator to conduct the mediation; if the parties are not able to identify a mutually agreeable

mediator, then the matter shall be referred to the American Arbitration Association (“AAA”) for administration pursuant to the AAA’s then-existing Construction Industry Mediation Procedures. The mediator’s fees shall be split equally between the parties.

- c. Arbitration. Any Claim that remains unresolved after the meet-and-confer process and mediation process shall be subject to arbitration in accordance with the AAA’s then-existing Construction Industry Arbitration Rules including, if applicable, the Fast Track Procedures and the Procedures for Large, Complex Construction Disputes. The arbitration shall be held in the city in which the Project is located. The parties consent to the joinder of any other party, including any Contractors and any subconsultants to Consultant, to any arbitration proceeding. Any demand for arbitration shall be filed in writing with the AAA and contemporaneously sent to the other party.
- d. Lien Rights. Notwithstanding any other requirements herein, nothing in these Dispute Resolution Procedures shall prevent Consultant from acting in any manner necessary to secure any lien rights it may have under applicable law, including through filings in any court of competent jurisdiction.
- e. Attorneys’ Fees and Expenses. The arbitrator or court in any binding dispute resolution proceeding shall have the authority to award the prevailing party reasonable attorneys’ fees and expenses (including, without limitation, paraprofessional fees, expert witness fees, filing fees, and other costs of litigation) incurred by the prevailing party. In determining reasonable attorneys’ fees and expenses under this section, the court or arbitrator may consider all relevant facts and circumstances, including, but not limited to, those factors set forth in N.C.G.S. § 6-21.6(c).

21. Independent Contractor:

In carrying out its obligations, Consultant shall be acting at all times as an independent contractor and not an employee, agent, partner, or joint venturer of Client.

22. Suspension of Services:

- a. Suspension at Client’s Request. If Client requests that Consultant temporarily suspend its Services, Consultant agrees to promptly cease provision of such Services and Client shall promptly pay Consultant for Services performed up to the date of suspension. If any such suspension results in an increase in the cost to Consultant of providing the Services, to the time required by Consultant for performance of the Services, or both, then (as applicable) Consultant’s fees, time of performance, or both shall be increased by execution of a Change Order prior to Consultant’s obligation to resume performance of the Services.
- b. Suspension for Non-Payment. If Client fails to make payment to Consultant within thirty (30) days after the date of an invoice, then Consultant may, after giving seven (7) days’ written notice to Client, elect to suspend performance of its Services until all amounts due are paid in full.

23. Termination of Agreement:

- a. This Agreement may be terminated:

- (i) For Cause. Either party may terminate this Agreement if the other party shall (A) dissolve, (B) apply for or receive any relief under the bankruptcy or insolvency laws, (C) make an assignment for the benefit of creditors, or (D) have a petition filed against it under any bankruptcy or insolvency laws and fails, within sixty (60) days of filing, to secure a discharge or stay any such petition.
 - (ii) For Cause. If either party shall fail in the performance of any of its obligations under this Agreement, and such failure is not cured within seven (7) days after receipt of written notice specifying such failure, the other party may, at its option and so long as such party is not itself in default, terminate this Agreement for cause by delivering written notice of termination to the other party. If Consultant terminates this Agreement pursuant to this provision, Consultant shall be paid for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.
 - (iii) For Client's Suspension of Services Exceeding Ninety (90) Days Cumulatively. If Client suspends Consultant's Services for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, then Consultant may terminate this Agreement by giving not less than seven (7) days' written notice. In such event, Client shall pay Consultant for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.
 - (iv) For Client's Convenience. By written notice, without Consultant being at fault and for Client's own convenience, Client may terminate this Agreement and require Consultant to immediately stop work on the Project. In such event, Client shall pay Consultant for all Services performed, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.
 - (v) By Agreement. This Agreement may be terminated at any time by mutual agreement of the parties, the terms of such mutual termination to be documented in a writing signed by both parties.
- b. The obligations contained in Sections 2-6, 10-11, 13-21, and 24-27 shall survive the termination of this Agreement under this Section 23.

24. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

25. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. Choice of Law:

This Agreement shall be construed and enforced in accordance with the laws of the state in which the Project is located, excluding only its conflict of laws principles.

27. Merger and Amendment:

This Agreement constitutes the entire agreement between Consultant and Client with respect to the Services, and all prior negotiations, written understandings, and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Consultant and Client.



MEMO



To: Mayor and Council
From: Dennis Franks, Chief of Police 
Via: Alex Sewell, Town Manager
Date: August 10, 2026
RE: E-bike and scooter concerns

Purpose

The purpose of this memorandum is to provide an overview of current North Carolina law governing electric bicycles (e-bikes) and electric scooters, summarize recent community concerns, and present policy options for the Town Council's consideration.

Background

As the popularity of electric bicycles and electric scooters has increased, so have questions regarding where these devices may be legally operated and the extent of the Town's authority to regulate their use.

Over the past five years, the Stallings Police Department has documented 27 complaints involving e-bikes and electric scooters. Of those, 13 complaints have occurred since January 2025. The majority of these incidents involved unsafe operation, use on roadways not designed for these vehicles, operation on sidewalks, and conflicts with pedestrians. Despite the recent increase, the data reflects an average of fewer than one complaint per month over the past two years.

North Carolina law establishes a framework for regulating many of these devices, while also providing municipalities with limited authority to adopt local ordinances governing their operation on municipal streets and Town-owned property.

Relevant state statutes include:

- **NCGS § 20-4.01(7a)** – Defines electric bicycles as a 2-3 wheeled bicycle propelled by human or electric motor no larger than 750 watts and not to exceed speed greater than 20MPH
- **NCGS § 20-171.9** – Establishes helmet and passenger restraint requirements for certain operators.
- **NCGS § 20-129** – Requires lighting equipment for vehicles operated during hours of darkness.
- **NCGS § 14-159.13** – Addresses second-degree trespass, which may apply when these devices are operated on private property without authorization.

While these statutes establish minimum statewide requirements, they do not address every operational issue encountered by municipalities, particularly with respect to parks, sidewalks, greenways, and other Town-owned property. The Town's current Code of Ordinances already prohibits the operation of e-bikes and electric scooters within Town parks and on greenways.

Recommendation

North Carolina General Statutes regulate electric bicycles in a manner similar to traditional bicycles. Additionally, the North Carolina General Assembly is currently considering legislation

that may further address other electric conveyances, although it is unknown whether or when any additional legislation will be enacted.

While the Town has the authority to adopt local ordinances that impose regulations beyond the minimum requirements established by state law, the relatively low number of complaints does not currently suggest a widespread problem. Although several neighboring municipalities have recently adopted local ordinances to provide greater regulatory authority over e-bikes and electric scooters, the available data does not indicate that immediate legislative action is necessary in Stallings.

Therefore, I recommend that the Town first pursue a comprehensive public education initiative. The Stallings Police Department's Traffic Education and Safety Team can develop and implement a community outreach program focused on:

- Educating riders and motorists on the applicable laws governing e-bikes and electric scooters.
- Promoting safe operation on public roadways and sidewalks.
- Providing parents and youth with information regarding the risks associated with these devices and strategies for safe operation.
- Increasing awareness of where these devices may and may not be legally operated within the Town.

Following implementation of the education campaign, the Police Department will monitor complaint volume, crash data, enforcement activity, and community feedback to evaluate the program's effectiveness. If complaints or safety concerns continue to increase, staff can return to the Town Council with recommendations for a local ordinance that would provide additional regulatory authority tailored to the Town's specific needs. This measured approach allows the Town to address current concerns through education while preserving the option to pursue additional regulations should future conditions warrant.



MEMO

To: Mayor and Council
From: Erinn Nichols, Assistant Town Manager
Via: Alex Sewell, Town Manager
Date: 08-05-2026
RE: **Stallings Rules of Procedure, Rule 5. Public Address to the Council.**

Purpose

The purpose of the proposed revisions is to update the Town Council's Public Comment Policy to more closely align with North Carolina General Statutes, incorporate best practices discussed during a recent UNC School of Government Municipal Clerk course, and provide clearer expectations for both the public and Council during public comment periods. The Public Comment Policy can be found in the Stallings Rules of Procedure, Rule 5. Public Address to the Council.

The proposed changes do not limit the public's opportunity to address the Council. Rather, they clarify procedures to ensure meetings are conducted in an orderly, fair, and legally compliant manner.

Attached this memo is the current language of Stallings Rules of Procedure, Rule 5. Public Address to the Council as well as the proposed language.

Summary of Proposed Changes

The proposed language includes the following substantive revisions:

1. Clarifies the Frequency of Public Comment Periods

The proposed language states that the Council will provide at least one public comment period each month at a regular meeting, except during months in which no regular meeting is held.

This language reflects N.C. General Statute § 160A-81.1 which requires governing boards to provide at least one opportunity for public comment each month at a regular meeting. This clarification confirms that while the Town is required to hold at least one public comment period a month at a regular meeting, if no meeting is held in a given month, a meeting is not required to be called just for the purpose of a public comment period.

2. Establishes a Maximum Public Comment Period

The proposed language allocates up to thirty (30) minutes for the public comment period while maintaining the individual three-minute speaking limit.

This allows the Council to hear from multiple speakers while ensuring sufficient time remains to conduct the business on the meeting agenda.

3. Clarifies Speaker Registration Requirements

The proposed language requires speakers to sign up before the meeting is called to order.

This provides a consistent administrative process, allows the Mayor to recognize speakers in order, and eliminates uncertainty regarding late sign-ups.

4. Requires Speakers to Identify Themselves

Speakers will be asked to state if they are Stallings resident before addressing the Council.

This is a common practice among North Carolina municipalities and assists in accurately documenting the meeting record.

5. Expands Standards of Decorum

While the current rule requires speakers to remain civil, the revised policy provides additional guidance by prohibiting:

- Slander
- Name-calling
- Personal attacks
- Threatening language or behavior

These provisions are intended to preserve respectful discourse while remaining viewpoint neutral.

6. Clarifies Council's Role During Public Comment

The proposed language states that the Council shall not engage in debate or commentary with speakers during the public comment period unless agreed to by the Council.

This reflects a best practice guidance from UNC School of Government. Public comment is intended to allow residents to address the Council, rather than to create a question-and-answer session or debate. Council Members remain free to direct staff to follow up or place matters on a future agenda if appropriate.

7. Establishes Expectations for Audience Conduct

The proposed rules expressly requires audience members to maintain order and refrain from disruptive applause, comments, or interruptions.

These provisions help ensure all participants have an equal opportunity to be heard.

8. Prohibits Signs Inside Council Chambers

The proposed language prohibits signs within the Council Chambers.

This provision is intended to minimize visual distractions, maintain unobstructed sightlines, and promote an orderly meeting environment. The restriction applies regardless of the viewpoint expressed.

9. References Existing State Law Regarding Meeting Disruptions

The proposed rule includes a reference to NCGS§143-318.17, which makes it unlawful to intentionally interrupt, disturb, or disrupt an official meeting and provides authority for the presiding officer to direct a disruptive individual to leave the meeting.

This language does not create a new offense but simply references existing state law.

10. Clarifies Constitutional Free Speech Protections

The proposed language expressly states that the Council may not restrict speakers based on the subject matter of their comments when those comments concern matters within the Council's real or apparent jurisdiction.

Including this statement reinforces the Town's commitment to protecting First Amendment rights while allowing the Council to adopt reasonable, content-neutral rules governing the time, place, and manner of public comment.

The proposed revisions are legally permissible and are consistent with North Carolina law governing public comment at meetings of local governing boards. Municipalities are authorized to adopt reasonable, content-neutral rules governing the conduct of public comment periods, provided those rules are applied uniformly and do not discriminate based on viewpoint.

Recommendation

The proposed revisions provide greater clarity for residents, Council members, and Staff while aligning the Town's policy with current legal requirements and recognized municipal best practices. Adoption of the revised rule will help ensure public comment periods remain orderly, respectful, and consistent with applicable North Carolina law.

Current Language - Stallings Rules of Procedure, Rule 5. Public Address to the Council:

The Stallings Town Council is committed to providing citizens with an avenue for expressing their ideas, concerns, accolades, etc. The following are rules of procedure for conducting an orderly public comment period. The Council at its discretion may amend, waive, or extend any of these procedures.

1. A Public Comment Period shall be placed on the agenda of each regular Town Council meeting. Said agenda item shall occur at the beginning of the agenda.
2. Each person desiring to speak during the Public Comment Period shall sign up to speak prior to the start of the meeting on the form provided by the Town and submit it to the Town Clerk before the meeting begins. Council, in its discretion, may extend the time to submit the form to the Town Clerk.
3. Council may shorten or extend public comment period at its discretion. Public comments will be heard in order submitted.
4. Each speaker shall be allotted up to three (3) minutes to speak unless otherwise extended at the discretion of the Council.
5. Speakers shall at all times maintain proper decorum and shall make their comments in a civil manner. Speakers shall remain at the podium to make comments and not approach Council or staff without an invitation from the Council.
6. Groups of five (5) persons or more supporting or opposing the same positions may request to designate a spokesperson to speak. The spokesperson may request additional time to speak beyond the allotted 3 minutes.
7. Speakers shall not speak on any topic which is the subject of a public hearing on the same agenda.
8. Mayor and Council should refrain from engaging in a dialogue with speakers except to the extent necessary to clarify the speaker's position or subject matter. At the conclusion of the speaker's comments or the Public Comment Period, the Council, in its discretion may allow the Town Manager, Town Attorney or staff to address the speaker.
9. Mayor and Council shall not restrict the subject matter of any comment based on content in any way except as provided herein.

Proposed Language - Stallings Rules of Procedure, Rule 5. Public Address to the Council:

The Stallings Town Council is committed to providing citizens with an avenue for expressing their ideas, concerns, accolades, etc. The following are rules of procedure for conducting an orderly public comment period.

1. Frequency of Public Comment Periods. The Council must provide at least one opportunity for public comment each month at a regular meeting, except that the Council need not offer a public comment period during any month in which it does not hold a regular meeting.
2. Rules for Public Comment Periods. The Council hereby adopts the following rules for public comment periods:
 - A. A maximum of thirty minutes shall be allocated to hear from the public during the public comment period.
 - B. Speakers shall sign up on the sign-up sheet at the entrance to the Council Chambers or meeting room before the meeting is called to order. No individual will be permitted to address the Council if they do not sign up to speak prior to the start of the meeting, unless approved by a majority of Council.
 - C. Each speaker will be limited to three minutes.

- D. Speakers shall approach the podium and state their name. and indicate if they are a Stallings resident when addressing the Council.
- E. Speakers must be civil in language and presentation and act within reasonable standards of courtesy.
- F. Use of slander, name-calling, personal attacks or threatening speech or behavior is prohibited.
- G. The Council may designate or ask for spokespersons for groups supporting or opposing the same positions.
- H. The Council shall not engage in debate or commentary with residents during the public comment period, except that the Mayor, a Council Member, the Town Manager, staff, or Town Attorney may, at the discretion of Council, respond to a speaker's comments after the public comment period has closed.
- I. The audience must maintain order and decorum in their conduct, and must refrain from disruptive applause, comments or disorderly speaking during the meeting.
- J. No signs of any kind are permitted in the Council Chambers.
- K. Pursuant to NCGS §143-318.17, a person who willfully interrupts, disturbs, or disrupts an official meeting, and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave is guilty of a class 2 misdemeanor.
- L. Content-Based Restrictions Generally Prohibited. The Council may not restrict speakers based on subject matter, if their comments pertain to subjects within the Council's real or apparent jurisdiction.
- M. Elections and Candidacy. The public comment period is reserved for addressing matters within the Town Council's jurisdiction and control. Accordingly, no speaker may use the public comment period to (1) identify themselves as a candidate for any elective office in connection with soliciting support or votes for that candidacy, or (2) solicit votes, contributions, or other support for any candidate or slate of candidates. This subsection does not limit a speaker's ability to comment on matters of public concern relevant to Town business, including comment on the positions, statements, or conduct of any person, whether or not that person is a candidate for office.
- N. Enforcement of Time Limits. The presiding officer shall have the authority to notify a speaker when the speaker's allotted time has expired and to conclude the speakers remarks accordingly.



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(704) 243-9693 Fax: (980) 729-5020

Melanie D. Cox, Attorney

Chris Cox, Attorney

MEMORANDUM

TO: Stallings Town Council

FROM: Melanie D. Cox

DATE: August 4, 2026

RE: Adoption of Public Records Request and Special Service Charge Policy

Recommendation

Staff and I recommend that the Council adopt the attached Public Records Request and Special Service Charge Policy (the "Policy"), which formalizes the Town's procedures for responding to public records requests and establishes a uniform, objective methodology for imposing a special service charge under N.C.G.S. § 132-6.2(b).

Background

The Town has experienced a marked increase in the volume and complexity of public records requests over the past several months. A number of these requests have required extensive staff time to search for, retrieve, compile, and prepare responsive records, well beyond what is typical for routine requests.

The North Carolina Public Records Act permits a public agency to impose a special service charge when a request requires extensive use of information technology resources or extensive clerical or supervisory assistance, but only where the agency applies a uniform, objective, and consistently-administered methodology. N.C.G.S. § 132-6.2(b). While there is no requirement for a policy to impose a special service charge, we believe a policy should be adopted.

Summary of the Policy

- Establishes the Town Clerk as the Public Records Coordinator responsible for logging and coordinating responses to requests.
- Sets standard duplication rates for paper and electronic copies, consistent with the Town's actual reproduction costs.
- Provides that the first four (4) cumulative staff hours devoted to a request each month are free of charge.

- For time beyond the first four hours, sets a special service charge rate of \$60.00 per hour for clerical or administrative staff and \$85.00 per hour for information technology or supervisory staff.
- Requires the Coordinator to provide the requester a written estimate before chargeable work begins, and to obtain the requester's election to proceed, narrow the request, or withdraw it.
- Requires a 50% deposit before chargeable work begins, with a final reconciliation once the request is complete.

Legal Basis

The rate structure and procedures in the Policy are designed to satisfy the statutory requirement that any special service charge be based on the actual cost of providing the requested copies, applied through a uniform methodology that does not vary based on the identity or purpose of the requester. N.C.G.S. § 132-6.2(b). The Policy expressly excludes from the chargeable rate any time spent on legal review, application of exemptions, or redaction of confidential information, which remains a cost the Town bears as part of its own compliance obligation.

Requested Action

Adoption of the attached Policy to take effect immediately.



Town of Stallings

Public Records Request and Special Service Charge Policy

Adopted pursuant to N.C.G.S. §§ 132-1 et seq. and § 132-6.2

1. Purpose and Authority

This policy establishes the procedures of the Town of Stallings (the "Town") for responding to requests for public records under the North Carolina Public Records Act, N.C.G.S. §§ 132-1 et seq., and sets a uniform, objective methodology for imposing a special service charge under N.C.G.S. § 132-6.2(b) when a request requires extensive use of information technology resources or extensive clerical or supervisory assistance by Town personnel. This policy is adopted by the Stallings Town Council (the "Board") and applies to all Town departments, boards, and offices subject to the Public Records Act.

2. Definitions

- "Public record" has the meaning set forth in N.C.G.S. § 132-1, and includes documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form, made or received in connection with the transaction of public business by the Town.
- "Custodian" means the Town Clerk or such other official designated in Section 3 as responsible for maintaining a given public record.
- "Actual cost" means, for purposes of routine duplication, the direct, chargeable cost of reproduction as determined under generally accepted accounting principles, and does not include any cost the Town would not have incurred but for the request. N.C.G.S. § 132-6.2(b).
- "Special service charge" means the additional, reasonable charge authorized under N.C.G.S. § 132-6.2(b) for a request that requires extensive use of information technology resources or extensive clerical or supervisory assistance by Town personnel, or that requires a greater use of information technology resources than the Town has established for the volume of information requested.

3. Public Records Coordinator

The Town Clerk shall serve as the Town's Public Records Coordinator ("Coordinator") and shall be the primary point of contact for receiving, logging, and coordinating responses to public records requests. Department heads shall promptly notify the Coordinator of any request received directly by their department and shall provide reasonable assistance in locating responsive records. The Town Attorney shall be consulted on any request implicating an exemption, privilege, or pending or threatened litigation.

4. Fees for Copies of Public Records

A requester may elect to receive copies of public records in any medium in which the Town is capable of providing them, and no request for a particular medium shall be denied on the ground that the Custodian prefers another medium. N.C.G.S. § 132-6.2(a). Except as otherwise provided by law or in this policy, the Town shall not charge a fee for an uncertified copy that exceeds the Town's actual cost of making the copy. Absent a specific cost study adopted by the Board, the Town shall apply the following standard duplication rates:

Medium	Charge
Black-and-white paper copy, 8.5 x 11 or 8.5 x 14	See Town Fee Schedule
Color paper copy	See Town Fee Schedule
Electronic copy (e-mail or download)	No charge, unless a special service charge applies under Section 6
Copy to CD, DVD, or USB drive	Actual cost of the media
Certified copy	As provided by law for the applicable record

These rates reflect the Town's estimated direct, chargeable cost of reproduction and are not intended to recover staff review time, which is addressed separately in Section 5.

5. Special Service Charge

5.1 When a Special Service Charge Applies

In addition to the duplication charges in Section 4, the Town may impose a special service charge under N.C.G.S. § 132-6.2(b) when responding to a request for copies:

- requires extensive use of information technology resources by Town personnel; or
- requires extensive clerical or supervisory assistance by Town personnel to search for, retrieve, compile, flag, and prepare the records for production; or
- requires producing the record in a medium that results in a greater use of information technology resources than the Town has established for reproduction of the volume of information requested.

A special service charge may not include time spent by the Town Attorney or other staff conducting legal review, applying exemptions, or redacting confidential information, which the Town bears as its own cost of compliance.

5.2 Threshold and Rate

The Town establishes the following objective, uniform criteria for calculating a special service charge, to be applied consistently regardless of the identity or purpose of the requester:

- The first four (4) cumulative hours of staff search, retrieval, compilation, and production time devoted to a request in a calendar month are provided without a special service charge.
- For time reasonably required beyond the initial four (4) hours, the Town will charge a rate of \$60.00 per hour for clerical or administrative staff, and \$85.00 per hour for information

technology or supervisory staff, reflecting the Town's approximate average loaded hourly labor cost for personnel whose primary duties do not include fulfilling public records requests.

- If fulfilling the request requires the actual, out-of-pocket cost of information technology resources (e.g., licensing a third-party e-discovery or redaction tool, or contracting for forensic data extraction), that actual cost may be added to the special service charge.
- Multiple requests received from the same requester within a short period addressing the same or related subject matter may, at the Coordinator's discretion, be treated as a single request for purposes of calculating cumulative staff time.

5.3 Estimate and Advance Notice

Before undertaking work reasonably expected to trigger a special service charge, the Coordinator shall provide the requester with a written, good-faith estimate of the anticipated charge. The requester may then elect to: (a) proceed with the request as submitted and pay the estimated charge; (b) narrow or modify the scope of the request to reduce or eliminate the charge; or (c) withdraw the request. The Town shall not begin the chargeable portion of the work until the requester confirms in writing how they wish to proceed. If actual costs are later expected to exceed the estimate by more than 10%, the Coordinator shall notify the requester and obtain approval before incurring the additional cost.

5.4 Payment

The Town shall require a deposit of fifty percent (50%) of the estimated special service charge before beginning on the production or retrieving the records. Upon completion, the Town shall provide the requester an itemized statement of actual hours and costs and refund any overpayment or bill any shortfall consistent with the approved estimate.

The Coordinator will work with the Finance Department to generate an invoice for any remaining fees/charges. This invoice will then be sent to the requester electronically, by mail, or the requester may be notified via phone. Upon receipt of payment, the Finance Department will notify the Clerk's Office.

Should the requester fail to pay the fees/charges for their request within two weeks of notification, the Coordinator will close the request. The Coordinator will then instruct the Finance Department to cancel the invoice.

6. Release of Requested Records & Closure of Record Requests

Once all invoices have been paid, the Coordinator shall release the records to the requester. Upon release of the requested records, the Coordinator will close the request.

7. Disputes

A requester who believes a fee charged under this policy is unfair or unreasonable may, consistent with N.C.G.S. § 132-6.2(b), submit the dispute for mediation to the State Chief Information Officer or the CIO's designee. Participating in such mediation does not affect the requester's other rights or remedies under the Public Records Act, including the remedies available under N.C.G.S. § 132-9.

8. Records Not Required to Be Created

Nothing in this policy or in N.C.G.S. § 132-6.2 requires the Town to create or compile a record that does not already exist, or to convert a record into an electronic medium in which it is not already kept. If the Town voluntarily elects to create or compile a record as a service to the requester, it may negotiate a separate, reasonable charge for that service with the requester. N.C.G.S. § 132-6.2(e).

9. Adoption

This policy was adopted by the Stallings Town Council on the ____ day of _____, 20____.
and is effective immediately.

David Scholl
Mayor, Town of Stallings

Attest:

Erinn Nichols
Town Clerk