



STALLINGS TOWN COUNCIL  
A G E N D A  
March 26, 2018 7:00 p.m.

Invocation, Pledge of Allegiance and meeting called to order

Public Comment

Special Presentation(s)

*Chief Minor Plyler*

Council will consider and take possible action on the following:

Suggested  
starting time

- 7:25 1. Agenda Approval  
**Action Requested:** Motion to approve agenda as written  
*(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)*
- 7:27 2. Monroe Bypass Constructors Temporary Use Permit Extension Request  
**Action Requested:** Approve/Deny request
- 7:40 3. New Town Hall Update  
**Information Only**
- 8:00 4. Capital Maintenance Improvements and Infrastructure Plan (CMIIP)  
**Discussion and Possible Action**
- 8:45 5. 2018-19 Town Priorities  
**Action Requested:** Approve Town Priorities
- 9:00 6. 2017-18 Budget Amendments  
A. Budget Amendment 4  
*New Town Hall and Public Works Design Cost*  
(1) Downtown Small Area Plan Scope Amendment  
**Action Requested:** Approve scope amendment  
B. Budget Amendment 5  
*Stallings Road and Chestnut Lane Sidewalks*  
**Action Requested:** Adopt the budget amendments
- 9:25 7. Solid Waste Contract Amendment  
**Action Requested:** Approve amendment

- 9:35 8. 2018 Committee (Re)Appointments  
**Action Requested:** (Re) Appointment committee members
- 9:45 9. Whetstone Drive – Right of Way Abandonment Resolution  
**Action Requested:** Adopt resolution
- 9:55 10. Traffic Analysis Presentation  
**Information Only**
- 10:55 11. Personnel Policy Amendment  
**Action Requested:** Approve amendment
- 11:05 12. Adjournment

**STALLINGS TOWN COUNCIL**  
**Motion Page Addendum**  
**March 26, 2018**

Agenda Item	Motion Options
1.	I make the motion to: (1) Approve the Agenda as presented; <b>or</b> (2) Approve the Agenda with the following changes: _____.
2.	I make the motion to approve/deny the temporary use permit for Monroe Bypass Constructors until <u>(date)</u> .
5.	I make the motion to approve the 2018-18 Town Priorities.
6.A.(1)	I make the motion to approve the Downtown Small Area Plan Scope Amendment in the amount of \$20,000.
6.A.	I make the motion to approve 2017-18 Amended Budget Ordinance 4 for the New Town Hall and Public Works Design Costs.
6.B.	I make the motion to approve the 2017-18 Amended Budget Ordinance 5 for Stallings Road and Chestnut Lane Sidewalks.
7.	I make the motion to approve Solid Waste Contract Amendment with God Bless the USA.
8.	I make the motion to (re)appoint <u>(applicant)</u> to the <u>(committee name)</u> with term ending March 31, 20 <u>(xx)</u> .
9.	I make the motion to adopt the Right-of-Way Abandonment resolution for Whetstone Drive.
11.	I make the motion to approve the personnel policy amendment for Section IX.
12.	I make the motion to adjourn.



# PLANNING & ZONING

## TOWN of STALLINGS

## Memo

To: Town Council  
From: Lynne Hair, Planning and Zoning Administrator  
Date: March 20, 2018  
Re: Temporary Use Permit – Monroe Bypass Constructors Request for an extension to approved Temporary Use Permit

### REQUEST

To extend approved Temporary Use Permit by 3 months, amending the expiration date from March 31, 2018 to June 30, 2018. Request is being made due to unanticipated weather setbacks, utility conflicts and other unforeseen roadway issues.

### HISTORY

On April 10, 2017 the Council approved a Temporary Use Permit for the Monroe Bypass Constructors to use property at Stevens Mill and Oak Springs Roads as a material staging area in conjunction with the Monroe Bypass Project. This permit was extended to March 31, 2018 at the December 4, 2017 meeting.

Conditions attached to the approval:

1. That no work will occur between the hours of 9:00 PM to 7:00 AM as per the Stallings Noise Ordinance with the exception of the first 30 days to end on June 2, 2017 (5/3/17).
2. All work will cease no later than December 31, 2017; if work continues after this date a Stop Work order and civil penalties will be issued.
3. A monthly update to Town Engineer and Code Enforcement Officer on the site use schedule will be provided by the first of each month.
4. Trucks entering and exiting the site will be limited to access from Oak Springs Road during distribution phase.

5. All material, equipment, erosion control devices will be removed and site returned to near-original condition within 30 days of ceasing operations.
6. A temporary chain link fence at least 8' in height will be placed around the operation; site and fence material to be approved by the town.
7. A sign will be posted on the property identifying the project name and contractor name as well as no trespassing signs.
8. Gravel dropped on the road will be removed within 24-hours. Failure to do so will result in civil penalties and possible stop work order.
9. Measures will be put in place to control dust from the site.
10. A Performance Bond tied to approved reclamation plan will be posted by the applicant. The bond amount will be established by the Town Engineer; 25% will be added to this amount for bond total.

### COMPLIANCE

- The applicant has provided the requested bond in the amount of \$93,375 for reclamation. This amount was established by the Town Engineer.
- The chain link fence has been installed and includes the requested signage.
- The Temporary Use Permit has been issued and work started on April 24, 2017.
- All night time work is complete.

# Town of Stallings



## Capital Project Financing

3/26/2018



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# Fund Balance Update

# FY2017-2018 Fund Balance



	<i>7/1/2017 Balance</i>	<i>Change in Balance</i>	<i>Balance as of 2/28/2018</i>
Unassigned Fund Balance	\$ 5,216,484	\$ (202,200)	\$ 5,014,284
Stabilization by State Statute	667,933	-	\$ 667,933
Powell Bill	313,445	(6,243)	\$ 307,202
Drug Forfeiture	304,803	(182,974)	\$ 121,829
Capital Project Commitments at YE	(42,868)	42,868	\$ -
Fees in Lieu of Park Land	330,043	-	\$ 330,043
Capital Expenditures - Pleasant Plains/Stallings Park	1,000,000	(1,043,161)	\$ (43,161)
30 Percent Reserve/Prepds	2,249,400	-	\$ 2,249,400
YTD Revenue less Expenditures	-	935,161	935,161
<b>Total Fund Balance - General Fund</b>	<b>\$ 10,039,240</b>	<b>\$ (456,549)</b>	<b>\$ 9,582,691</b>
<b>Fund Balance - Storm Water</b>	<b>\$ 945,098</b>	<b>\$ 324,045</b>	<b>\$ 1,269,143</b>

- Unassigned Fund Balance change represents budget amendments
- Powell Bill fund changes are Powell Bill Revenue less expenditures
- Drug Forfeiture represents Federal funds received less expenditures
- YTD revenue less Expenditures – expect this number to be zero or add to fund balance by the end of the fiscal year
- Storm Water Fund balance collections are more than expenditures

# Projected Fund Balance

## Fund Balance Analysis

	Projected Balance 6/30/2018	
Unassigned Fund Balance	5,014,284	
Stabilization by State Statute	667,933	
Powell Bill	326,173	
Drug Forfeiture	121,829	
Fees in Lieu of Park Land	330,043	
Capital Commitments - Pleasant Plains		Will need to reduce Unassigned Fund Balance for both of these projects for FY2019
Capital Commitments - Govt Bldg / Public Works		
30 Percent Reserve	2,249,400	
<b>Total Fund Balance - General Fund</b>	<b>\$ 8,709,662</b>	
<b>Uses of Fund Balance during FY2018:</b>		
Capital Expenditures - Pleasant Plains	1,000,000	
Reductions/Uses of Drug Forfeiture Funds	182,974	
Appropriated Fund Balance for FY2018	202,200	
<b>Total Uses of Fund Balance</b>	<b>\$ 1,385,174</b>	



# Projected Uses of Fund Balance

## Capital Maintenance & Infrastructure Improvement Plan – Current Requirements



- **Road Improvements** – Budgeted FY2019 (Powell Bill Funds)
- **Potter & Pleasant Plains Intersection** – ROW Acquisition almost complete (4 properties remaining)
- **Public Works Building** – approved in FY2018 in design phase
- **Government Center** – approved in FY2018 in design phase
- **Renovate 2<sup>nd</sup> Floor of Existing Town Hall** – will not occur until construction is completed with New Town Hall (FY2019 into FY2020)
- **Town Connectivity - Sidewalks** – Stallings Road (FY2018), Chestnut Road (FY2018), and Lawyers Road (FY2019)

# Capital Maintenance & Infrastructure Improvement Plan – Current Requirements



	Included in FY2018 Budget	Requires FY2018 Budget Amendment	Comments
<b><u>FY2018 Road Improvements</u></b>			
Bid and Approved by Council work is underway. Budgeted in FY2018	\$ 394,634		Complete and payment made to contractor
<b><u>Town Connectivity - Sidewalks</u></b>			
Stallings Rd and Chestnut Road Sidewalk Approved by Council but not in FY2018 Budget		\$ 160,500	Project has been bid with Privette Enterprises being low bidder. Construction is estimated to be completed in FY2018. Suggest use of restricted funds (Powell Bill or Fees in Lieu)
Lawyers Road Sidewalk Approved by Council - currently getting quotes			FY2019 project - preliminary estimate \$340,000
<b><u>Potter Road / Pleasant Plains Intersection</u></b>			
Right of Way Acquisition is underway and are hoping to complete by year-end. Estimated total cost of the project \$3.4M	\$ 1,250,000		Budgeted amount in FY2018 are projected to cover right of way acquisition and engineering. Will budget an additional \$1.9 to \$2.2M once construction begins in FY2019 and FY2020.
<b>Town's investment:</b>			
Engineering	\$ 368,750		
Real Estate Consultant	\$ 161,914		
ROW Acquisition	\$ 1,400,000		
Construction Cost	\$ 1,900,000	(includes contingency & escalation)	
<b>Total Costs</b>	<b>\$ 3,830,664</b>		
<b>Note: Town will be reimbursed for the following</b>			
HSIP (Fed)	\$ 825,000		
STP-DA (Fed/State)	\$ 1,600,000		
Union County	\$ 324,000		
Projected FY2020	\$ 2,749,000		
<b>Net Investment</b>	<b>\$ 1,081,664</b>		

# Capital Maintenance & Infrastructure Improvement Plan – Current Requirements



Projects	Estimated Construction			Comments	
	Cost	FY2018	FY2019		FY2020
Design Approved by Council Work is in progress	\$ 196,000	\$ 196,000			Contract with Boomerang for Design Services Requires FY2018 Budget Amendment
Town Connectivity - Greenway & Sidewalks					
Stallings Rd & Chestnut Rd Sidewalk	\$ 160,500	\$ 160,500			Awarded Bid
Lawyers Rd Sidewalk	\$ 340,000		\$ 340,000		Estimated Construction Cost
Potter Road/Pleasant Plains	\$ 3,830,664		\$ 1,700,000	\$ 500,000	ROW Acq, Engineering and Real Estate Consultant costs paid in FY2018 or prior. Construction costs are estimated in FY2019 and FY2020
Expressway Enhancements	\$ 750,000		\$ 562,000	\$ 188,000	Contingent upon Expressway Completion
Streetscape - Stallings Rd/Town Hall	\$ -				Waiting for Estimate
Public Works Building	\$ 645,000		\$ 484,000	\$ 161,000	Estimated Construction Cost including finishes
New Town Hall	\$ 1,900,000		\$ 1,425,000	\$ 475,000	Estimated Construction Cost including finishes
Renovations to Existing Town Hall	\$ 175,000			\$ 175,000	Estimated Construction Cost including finishes
<b>Total New Construction</b>	<b>\$ 7,997,164</b>	<b>\$ (356,500)</b>	<b>\$ (4,511,000)</b>	<b>\$ (1,499,000)</b>	
Estimated Refunds from P3 Intersection		\$ -	\$ 1,288,000	\$ 1,461,000	Federal, State and County
<b>Net Cash Flow for Projects</b>		<b>\$ (356,500)</b>	<b>\$ (3,223,000)</b>	<b>\$ (38,000)</b>	Estimated Decreases in Fund Balance each year

Assumptions:

1. Construction cost for Potter/Pleasant Plains is \$1.9M plus contingency of \$300K for ROW
2. 75% Refund in FY2019 for \$2.2M outlay from FY2017-19 on Potter/Pleasant Plains

# Capital Maintenance & Infrastructure Improvement Plan – Current Requirements & Anticipated Potential Projects



Projects	Estimated Construction Cost	FY2018	FY2019	FY2020	Comments
Design Approved by Council Work is in progress	\$ 196,000	\$ 196,000			Contract with Boomerang for Design Services Requires FY2018 Budget Amendment
Town Connectivity - Greenway & Sidewalks					
Stallings Rd & Chestnut Rd Sidewalk	\$ 160,500	\$ 160,500			Awarded Bid
Lawyers Rd Sidewalk	\$ 340,000		\$ 340,000		Estimated Construction Cost
<i>Greenway</i>	<i>\$ 518,000</i>		<i>\$ 388,500</i>	<i>\$ 129,500</i>	<i>Total Estimated Cost - Grant credit below (Net \$368K)</i>
<i>Tawn Signage - Street Signs</i>	<i>\$ -</i>		<i>\$ -</i>	<i>\$ -</i>	<i>Waiting for Estimate</i>
Potter Road/Pleasant Plains	\$ 3,830,664		\$ 1,700,000	\$ 500,000	ROW Acq, Engineering and Real Estate Consultant costs paid in FY2018 or prior. Construction costs are estimated in FY2019 and FY2020
Expressway Enhancements	\$ 750,000		\$ 562,000	\$ 188,000	Contingent upon Expressway Completion
Streetscape - Stallings Rd/Town Hall	\$ -		\$ -	\$ -	Waiting for Estimate
Public Works Building	\$ 645,000		\$ 484,000	\$ 161,000	Estimated Construction Cost including finishes
New Town Hall	\$ 1,900,000		\$ 1,425,000	\$ 475,000	Estimated Construction Cost including finishes
Renovations to Existing Town Hall	\$ 175,000			\$ 175,000	Estimated Construction Cost including finishes
<b>Total New Construction</b>	<b>\$ 8,515,164</b>	<b>\$ (356,500)</b>	<b>\$ (4,899,500)</b>	<b>\$ (1,628,500)</b>	
Estimated Refunds for P3 Intersection		\$ -	\$ 1,288,000	\$ 1,461,000	Federal, State and County
Estimated Refund for Greenway Grant		\$ -	\$ -	\$ 150,000	
<b>Net Cash Flow for Projects</b>		<b>\$ (356,500)</b>	<b>\$ (3,611,500)</b>	<b>\$ (17,500)</b>	<b>Estimated Decreases in Fund Balance each year</b>

Assumptions:

1. Construction cost for Potter/Pleasant Plains is \$1.9M plus contingency of \$300K for ROW
2. 75% Refund in FY2019 for \$2.2M outlay from FY2017-19 on Potter/Pleasant Plains

# Financing Strategy



- **Road Improvements** – Budget to use Powell Bill funds for annual road improvements over the next five fiscal years according to our tentative Road Improvement Schedule. Will allow current year revenue to be used for debt reduction.
- **Town Connectivity – Greenway & Sidewalks** – Look for grants to defray costs to the Town also maximize use of restricted funds (Fees in Lieu & Powell Bill)
- **Potter & Pleasant Plains Intersection** – Use unrestricted fund balance as work progresses.
- **Public Works Building and New Town Hall** – recommend borrowing 100% of the amount needed
- **Refunds from Fed/State and County in FY2020 and Grants – Repay debt on New Buildings as received**

# Financing Options – Estimated Monthly \$1.5M



## Monthly Cost

Finance \$1.5M / Fund Balance Contribution - \$1.5M

<i>Financing Institutions</i>	<i>\$ from Fund Balance</i>	<i>Financed Amount</i>	<i>7 Year Payback</i>		<i>10 Year Payback</i>	
			<i>Rate</i>	<i>Monthly Payment</i>	<i>Rate</i>	<i>Monthly Payment</i>
<i>PNC Current Banker</i>	<i>\$1,500,000</i>	<i>\$1,500,000</i>	<i>3.22%</i>	<i>\$19,969.03</i>	<i>3.48%</i>	<i>\$14,818.83</i>
<i>Wells Fargo</i>	<i>\$1,500,000</i>	<i>\$1,500,000</i>	<i>2.75%</i>	<i>\$19,651.39</i>	<i>2.75%</i>	<i>\$14,311.65</i>
<i>LGFCU</i>	<i>\$1,500,000</i>	<i>\$1,500,000</i>	<i>2.50%</i>	<i>\$19,483.74</i>	<i>2.75%</i>	<i>\$14,311.65</i>

# Financing Options – Estimated Annually \$1.5M



## Annual Cost

Finance \$1.5M / Fund Balance Contribution - \$1.5M

Financing Institutions	\$ from Fund Balance	Financed Amount	Loan Term- Total Payments					
			7 Year Payback			10 Year Payback		
			Annual Payments	Total Interest Paid on Loan	Total Payments	Annual Payments	Total Interest Paid on Loan	Total Payments
PNC Current Banker	\$1,500,000	\$1,500,000	\$239,628	\$177,398	\$1,677,398	\$177,826	\$278,260	\$1,778,260
Wells Fargo	\$1,500,000	\$1,500,000	\$235,817	\$150,717	\$1,650,717	\$171,740	\$217,399	\$1,717,399
LGFCU	\$1,500,000	\$1,500,000	\$233,805	\$136,634	\$1,636,634	\$171,740	\$217,399	\$1,717,399

Green - Total borrowed and Total payments

Blue - Total Interest

# Financing Options – Estimated Monthly \$2.0M



## Monthly Cost

Finance \$2.0 M / Fund Balance Contribution - \$1.0 M

Financing Institutions	\$ from Fund Balance	Financed Amount	7 Year Payback		10 Year Payback	
			Rate	Monthly Payment	Rate	Monthly Payment
PNC Current Banker	\$1,000,000	\$2,000,000	3.22%	\$26,625.37	3.48%	\$19,758.44
Wells Fargo	\$1,000,000	\$2,000,000	2.75%	\$26,201.86	2.75%	\$19,082.21
LGFCU	\$1,000,000	\$2,000,000	2.50%	\$25,978.32	2.75%	\$19,082.21

# Financing Options – Estimated Annually \$2.0M



## Annual Cost

Finance \$2.0 M / Fund Balance Contribution - \$1.0 M

Financing Institutions	\$ from Fund Balance	Financed Amount	Loan Term- Total Payments					
			7 Year Payback			10 Year Payback		
			Annual Payments	Total Interest Paid on Loan	Total Payments	Annual Payments	Total Interest Paid on Loan	Total Payments
PNC Current Banker	\$1,000,000	\$2,000,000	\$319,504	\$236,531	\$2,236,531	\$237,101	\$371,013	\$2,371,013
Wells Fargo	\$1,000,000	\$2,000,000	\$314,422	\$200,956	\$2,200,956	\$228,986	\$289,865	\$2,289,865
LGFCU	\$1,000,000	\$2,000,000	\$311,740	\$182,179	\$2,182,179	\$228,986	\$289,865	\$2,289,865

Green - Total borrowed and Total payments

Blue - Total Interest

# Financing Options – Estimated Monthly \$3.0M



Monthly Cost  
Finance \$3.0 M

<i>Financing Institutions</i>	<i>\$ from Fund Balance</i>	<i>Financed Amount</i>	<i>7 Year Payback</i>		<i>10 Year Payback</i>	
			<i>Rate</i>	<i>Monthly Payment</i>	<i>Rate</i>	<i>Monthly Payment</i>
<i>PNC Current Banker</i>	<i>\$0</i>	<i>\$3,000,000</i>	<i>3.22%</i>	<i>\$39,938.06</i>	<i>3.48%</i>	<i>\$29,637.66</i>
<i>Wells Fargo</i>	<i>\$0</i>	<i>\$3,000,000</i>	<i>2.75%</i>	<i>\$39,302.79</i>	<i>2.75%</i>	<i>\$28,623.31</i>
<i>LGFCU</i>	<i>\$0</i>	<i>\$3,000,000</i>	<i>2.50%</i>	<i>\$38,967.48</i>	<i>2.75%</i>	<i>\$28,623.31</i>

# Financing Options – Estimated Annually \$3.0M



## Annual Cost Finance \$3.0 M

Financing Institutions	\$ from Fund Balance	Financed Amount	Loan Term- Total Payments					
			7 Year Payback			10 Year Payback		
			Annual Payments	Total Interest Paid on Loan	Total Payments	Annual Payments	Total Interest Paid on Loan	Total Payments
PNC Current Banker	\$0	\$3,000,000	\$479,257	\$354,797	\$3,354,797	\$355,652	\$556,519	\$3,556,519
Wells Fargo	\$0	\$3,000,000	\$471,633	\$301,434	\$3,301,434	\$343,480	\$434,797	\$3,434,797
LGFCU	\$0	\$3,000,000	\$467,610	\$273,268	\$3,273,268	\$343,480	\$434,797	\$3,434,797

Green - Total borrowed and Total payments

Blue - Total Interest

# Repayment of Debt



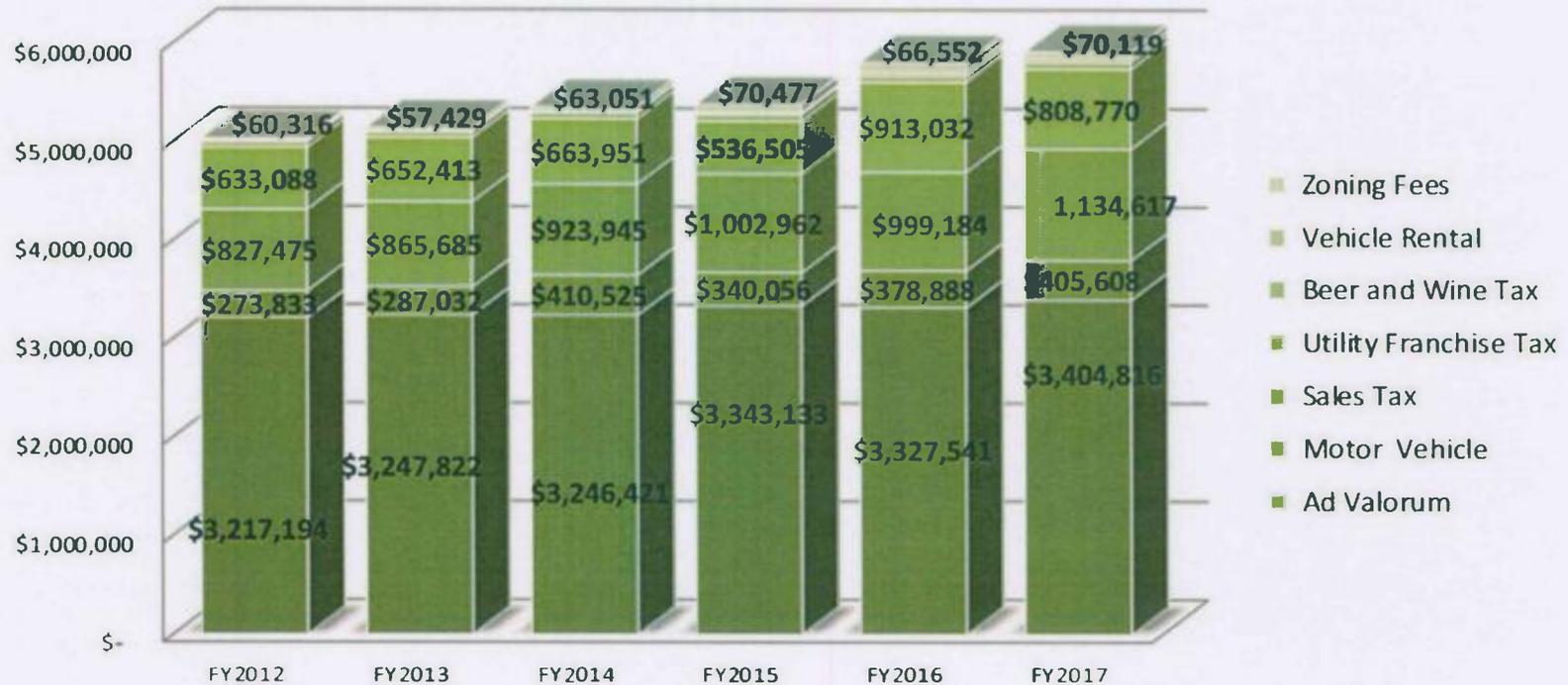
**How does the Town  
pay back the loan?**

# How do we pay...



## 1. Increased Revenue Year over Year – Average growth of 3.4%

Town of Stallings Tax & Zoning Fee Revenue Trend



**Conservatively using the average 3.4% YOY growth we expect revenue to increase by a minimum of \$200K per year**

# How do we pay...



## ***Growth Considerations:***

- ***# of New Neighborhoods and Lots***

Subdivisions Approved/Under Construction	Total Lots	Permitted Lots as of 3/15/2018	Completed Lots as of 3/15/2018	% Complete
Park Meadows	95	45	26	27%
Sterling Manor	48	28	5	10%
Southstone	174	0	0	0%
Pleasant Plains	40	18	8	20%
Old Blair's Mill	59	13	3	5%
Courtyards by Emerald Lake	93	93	92	99%
<b>Total Lots</b>	<b>509</b>	<b>197</b>	<b>134</b>	<b>26%</b>

- ***Sales and Use Tax – 14% increase in FY2017 over FY2016***
- ***Commercial Growth Expected from I-74 Expressway in FY2018 as well as additional growth with the completion of Idlewild and Old Monroe Road Corridors***

# How do we pay...



## 2. Maximize Use of Restricted Funds

- ***Fees in Lieu of Park Land – Available Balance \$330,043***  
*Can be used for Greenways*
- ***Powell Bill Funds -***  
*Can be used for Sidewalks, Greenways and Road Repairs*
- ***Storm Water Funds***  
*Can be used for public storm water construction and system maintenance*

## 3. Maximize Use of Grants

- ***Greenway Funds available through Grants***
- ***Park Grants available for park projects***  
*\*Requires Council approved Master Plan*

# How do we pay...



## **4. Historical Additions to Fund Balance**

### ***Under-spending budgeted expenditures***

	<b>\$ change from Prior Year</b>	<b>% change from Prior Year</b>
<b>2017</b>	<b>\$ 216,395</b>	<b>2.3%</b>
<b>2016</b>	<b>\$ 580,261</b>	<b>6.8%</b>
<b>2015</b>	<b>\$1,279,753</b>	<b>17.1%</b>
<b>2014</b>	<b>\$1,209,578</b>	<b>19.8%</b>

## **5. Payback of P3 Intersection 2018-2019**

***Currently have \$1M in Restricted Fund Balance for these improvements and they will be refunded by DOT***

# How do we pay...



## **6. Strong Current Financial Position of Stallings**

- **Total Cash of \$11.16M as of 3/15/2018**
  - PNC Bank - \$2.90M
  - NCCMT - \$4.95M
  - Finistar - \$3.31M
- **Assets (less depreciation) in land, parks, buildings and equipment of \$17.76M**
- **Currently NO Debt related to investments in the town**
- **Fund Balance is at \$10.04M at the end of FY2017**
- **Town positioned well to acquire debt for project financing and rates remain low**

# Capital Improvement Summary



**Questions**



**FY 2018-19 TOWN COUNCIL PRIORITIES**

- 1.) Improve Transportation Infrastructure/Reduce Congestion
  - a. Develop street cross-sections.
  - b. Advocate to NC DOT on a regular basis for improvements.
- 2.) Enhance Community Identity by Increasing Branding Visibility
  - a. Street Signs – explore costs.
  - b. Place logo on water tower.
  - c. Consider adding uniform decorative street lighting and banners to new Town Hall project.
- 3.) Engage Public Through Increased Public Communications
  - a. Telecast Town Council meetings.
  - b. Quarterly newsletter.
  - c. Citizen survey.
- 4.) Begin New Town Hall/Public Works Facility
- 5.) Pursue Economic Development to Enhance Quality of Life
  - a. Complete Downtown Small Area Plans.
  - b. Begin New Small Area Plans.
  - c. Explore recreational facility for northern half of Town
- 6.) Be Prudent Fiduciaries of Taxpayer Resources

AMENDED BUDGET ORDINANCE – NO. 4

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2017-2018

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2017-2018 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
<u>Revenue:</u>				
<u>Expense:</u>				
General Government Department Capital Outlay	10-00-8110-099	\$ 1,051,400	\$ 1,257,000	\$ 205,600
General Fund Balance Appropriation	10-99-3991-600	\$ 1,202,200	\$ 1,407,800	\$ 205,600

*Explanation: amendment is to appropriate funds from the General Fund Balance to the General Government Department for the design services for the New Town Hall and Public Works Building .*

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 26th day of March, 2018.

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

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

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney, Cox Law Firm, PLLC



# PLANNING & ZONING

## TOWN of STALLINGS

## Memo

To: Stallings Town Council  
From: Lynne Hair, Planning Director  
Date: March 20, 2018  
Re: Old Monroe Small Area Plan Contract Amendment

Council approved funding of a small area plan for the Old Monroe Road area, also known as the Town Center. The scope of the plan includes creating an alternative to the superstreet concept planned by NCDOT for this right of way, creation of an illustrative plan showing how we anticipate the area developing, as well as streetscape options for the Old Monroe corridor and Stallings Road.

It is envisioned that the Town Hall Campus will provide an anchor for the plan with the addition of the new town hall building. There is an opportunity to provide the streetscape components along Stallings Road fronting Town Hall and the park as a part of the construction of the Town Hall Phase II. Staff would like to request Council consider amending the contract with Destination by Design on the Old Monroe Road Small Area Plan to include this additional work at a cost of \$20,000.

The additional work would include:

- Provide a complete site-specific master plan for all areas identified on Exhibit A: Study Area.
- Provide a conceptual landscape and hardscape plan for the Town's architect to incorporate within new town hall plans
- Determine appropriate furnishing types and the location for lighting, benches, and banner poles.
- Determine appropriate signage types and their location for town hall and Stallings Municipal Park
- On the town owned property adjacent to the Municipal Park, provide a plan for a multi-purpose recreation space that also serve as a parking area.

- Demetri Baches, with Metrocology will provide a street typology for all of Stallings to show how the town street network shall ultimately be developed. The appropriate street typology for Stallings Road will be incorporated into the site-specific master plan.

Doing this in conjunction with the construction of the Town Hall building is advantageous in several ways:

- It will save money by allowing us to look at the site comprehensively, assessing how it fits with our Small Area Plan.
- It will provide an opportunity for the Town to build a “flagship” project in the area that can be used as an example for future development.
- Having a detailed plan of this type will provide us with the ability to phase streetscape through the CIP and will prevent the possibility of something being built without future needs being taken into consideration.

## EXHIBIT A -- Study Area: Site Specific Master Plan

A: Existing and New Town Hall Streetscape

B: Explore Parking Area for Staff, Event Overflow, and Multi-Use Courts

C: Enhance Street Yard – landscaping and “shared use sidepath” Connector, which will ultimately link to future Old Monroe shared use path/ Thread Trail.

D: Incorporate street typology per town center small area plan

E: Show how adjacent property and future infill could be incorporated into streetscape.



**Town of Stallings Small Area Planning Project  
Planning Services Agreement**

**ADDENDUM FOR TOWN CENTER MASTER PLAN SERVICES AGREEMENT**

THIS AGREEMENT is an ADDENDUM to the existing Small Area Plan Contract signed in August 2017. This ADDENDUM is entered into and is to commence this      day of March 2018, by and between **The Town of Stallings**, hereinafter referred to as the "Town" whose address is 315 Stallings Road, Stallings, North Carolina 28104 and **Destination by Design Planning, LLC.**, (DbD) a professional consulting firm, hereinafter referred to as "DbD" or the "Consultant", whose address is 815 West King Street, Suite 2, Boone, NC 28607. This contract will conclude and all associated duties will be performed by August , 2018 unless otherwise agreed by both parties.

**1.0 Project Description**

The Town wishes to amend its existing TOWN CENTER SMALL AREA PLAN contract with DbD to provide additional services, including the development of a site specific master plan in accordance with EXHIBIT A, which includes the Street Yard areas in front the existing and new Town Hall, Street Yard areas in the front of Stallings Municipal Park, the Town's recently acquired property adjacent to Municipal Park.

This site-specific plan will provide the town hall architect with critical information to appropriate site design. Also, the town must provide for additional parking across from Town Hall.

**2.0 Scope of Work**

- 2.1 Provide a complete site-specific master plan for all areas identified on Exhibit A: Study Area.
- 2.2 Provide a conceptual landscape and hardscape plan for the Town's architect to incorporate within new town hall plans
- 2.3 Determine appropriate furnishing types and the location for lighting, benches, and banner poles.
- 2.4 Determine appropriate signage types and their location for town hall and Stallings Municipal Park
- 2.5 On the town owned property adjacent to the Municipal Park, provide a plan for a multi-purpose recreation space that also serve as a parking area.
- 2.6 Demetri Baches, with Metrocology will provide a street typology for all of Stallings to show how the town street network shall ultimately be developed. The appropriate street typology for Stallings Road will be incorporated into the site specific master plan.

**3.0 Schedule of Fees and Hourly Rates**

Tasks 2.1 – 2.5.	\$18,000 (inclusive of travel)
Task 2.6	\$ 2,000

**4.0 Signatures**

Town of Stallings Small Area Plans – Site Specific Master Planning Amendment– 3.15.18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Town of Stallings**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

**Destination by Design**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Date

AMENDED BUDGET ORDINANCE – NO. 5

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2017-2018

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2017-2018 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
<u>Revenue:</u>				
<u>Expense:</u>				
Transportation Powell Bill - Sidewalks	10-20-4610-069	\$ 661,100	\$ 821,600	\$ 160,500
Restricted Fund Balance for Streets - Powell Bill Appropriation	10-00-2917-000	\$ -	\$ 160,500	\$ 160,500

*Explanation: amendment is to appropriate funds from the Powell Bill Restricted Fund Balance to the Transportation Department for the construction of sidewalks along Stallings Road and Chestnut Lane.*

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 26th day of March, 2018.

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

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

Approved as to form:

\_\_\_\_\_  
 Melanie Cox, Town Attorney, Cox Law Firm, PLLC

TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 3/20/18  
RE: Solid Waste Contract

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**Purpose:** With the Town's solid waste contract expiring on June 30, 2018, this memorandum provides an update on the directed Contract extension that is being presented for Town Council consideration/potential approval at the 3/26/18 Town Council Meeting.

**Background:**

- Please see "ATTACHMENT A" for background prior to the Town Council's Planning Retreat.
- On 3/3/18, the Town Council directed the Town Manager to communicate to Waste Connections that the Town would be willing to extend the solid waste contract on 2 conditions. First, that the cost be reduced by 5%. Second, that Waste Connections accept any conditions recommended by the Solid Waste Ad-Hoc Committee.

**Update:**

- On 3/6/18, the Town Manager, Deputy Town Manager, and the Council Ad-Hoc Committee had a phone conference to determine the following as conditions for extending the contract:
  - o 5% per unit price reduction in residential/small commercial garbage collection and recycling collection.
  - o Increase the amount of yard debris that will be picked up from each residential unit from 4 cubic yards of uncompacted yard debris to 5 cubic yards which translates to the following:
    - 32 gallon bags: Increased from 25 bags to 30 bags
    - 64 gallon bags: Increased from 12 bags to 15 bags
  - o Reporting Requirements – Comply with all reporting requirements as outlined in the contract.
  - o Carts – Allow the Town to keep them at the end of the contract's term at the sole discretion of the Town.
  - o Public Education – Increase.
  - o Recycle Bank – Continue.
  - o Bulk Item Pickup – Keep this as a year-to-year decision.

- On 3/6/18, Staff relayed this information to Waste Connections who indicated they would provide a response by 2 PM, 3/7/18.
- On 3/7/18, Waste Connections informed staff that it was agreeable to the changes.
- On 3/12/18, Staff notified the Council that Waste Connections was agreeable to the changes and that Staff would present the Council with a written contract amendment at the 3/26/18 Council meeting.

## ATTACHMENT A

TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 2/28/18  
RE: Solid Waste

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**Purpose:** With the Town's solid waste contract expiring on June 30, 2018, this memorandum updates the Town Council and requests direction as to whether to extend the contract or go out for bids. So that the Town stays on schedule, it is important for the Town Council to make this decision as soon as possible.

### **Background:**

- On May 11, 2011, the Town entered into a contract for collection of residential and small commercial garbage, yard debris, and recyclables with God Bless the USA, Inc.
- The term for this contract was for 5 years with options to extend the contract for up to 2 additional years.
- In 2013, the contract was extended for 2 additional years (July 1, 2016 through June 30, 2018) and the household unit rate was reduced by \$0.485.
- In 2016, the Town added once per year bulk item pickup for \$1,725.
- Notably, God Bless the USA was bought out by Waste Connections who is now the current provider.

### **Current Pricing:**

- Waste Connections is willing to extend out the current trash collection contract at the same rate with increases based on CPI (which is the current contractual framework).
  - o The advantage for the Town of extending out the contract is that the Town would ensure the continued smooth overall delivery of solid waste services to our customers (with changeover in garbage contracts there is often a bit of chaos that could result over about the first month as a new company learns the route and distributes cans).
  - o The disadvantage for extending the contract is that it is *possible* that prices go down. However, it is also *possible* that prices go up too.

### **Pricing Benchmarks:**

- Attached are the pricing benchmarks.
- It is important to note that the below comparisons are not perfect “apple to apple” comparisons because pricing structures are different, and jurisdictions are varied in size and service requirements (i.e. one jurisdiction might get more favorable rates due to being larger (bulk discount) and/or one jurisdiction may offer recycling weekly while another might offer it biweekly).

### **Applicable State Law & Town Policy:**

- The solid waste contract is a “service contract” which means the Town is not required to follow the formal or informal bidding statutes.
- In 2014, the Town Council adopted a policy that was stricter than the state statutes in that service contracts that are estimated to cost more than \$100,000 must follow the formal bidding procedure. The Town Council may choose to waive this policy if it deems it in the Town’s best interest.

### **Decision-Point:**

Whether to waive the Town’s formal bid requirement for this contract and extend the Town’s current contract or to issue an RFP.

- If the Town Council chooses to extend the current contract, staff will begin working on that with Waste Connections and the Town Attorney.
- Alternatively, if the Town Council chooses to go out to bid, staff will prepare an RFP for solid waste services to present for Town Council’s consideration and potential approval at the 3/12/18 Council Meeting. If the Town Council chooses this option, staff would recommend authorizing the electronic advertisement of this RFP so that the Town can stay on schedule to have potentially a new solid waste services contractor beginning 7/1/18.

### **THIRD AMENDMENT TO SOLID WASTE SERVICE CONTRACT**

This Third Amendment to Solid Waste Services Contract ("Third Amendment") is made and entered into effective as of the 26<sup>th</sup> day of March, 2018, by and between God Bless the USA, Inc. (the "Company") and the Town of Stallings, North Carolina (the "Town"). The Company and the Town are each individually referred to herein as a "Party" and collectively referred as the "Parties". Other terms not otherwise defined herein shall have the respective meanings ascribed to them in the Contract (as defined below).

#### **BACKGROUND**

- A. WHEREAS, the Company and the Town entered into a Solid Waste Services Contract ("Contract") dated May 10, 2011;
- B. WHEREAS, the Company and the Town amended the Contract pursuant to the certain Amendment to Solid Waste Service Contract dated July 16, 2013 (the "First Amendment");
- C. WHEREAS, the Company and the Town amended the Contract pursuant to the certain Amendment to Solid Waste Service Contract dated July 21, 2016 (the "Second Amendment");
- D. WHEREAS, the Town Council hereby deems it in the best interests of the Town to waive its local policy and extend this Contract;
- E. WHEREAS, the Parties now desire to further amend the Contract as specified herein; and
- F. WHEREAS, the Parties consider the Contract, First Amendment, Second Amendment, and Third Amendment all part of the same Contract.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed to and acknowledged, the Parties agree as follows:

- 1. Section 2 of the First Amendment of the Contract is hereby amended so that the Company agrees to pay for and continue to provide Recycle Rewards Program services throughout the Contract term.
- 2. Section 3 of the Contract is hereby amended to reduce the beginning rate per unit in garbage, recycling, and yard waste collection by \$0.65 per unit to \$12.37 per unit (\$11.89 for garbage/recycling and \$0.48 for yard debris). These new rates will become effective beginning July 1, 2018.

3. Section 3 of the Contract is hereby amended to require the Contractor to continue the upkeep and maintenance of all carts, bins, and dumpsters involved with this Contract. The Town may, at its sole option and at no additional charge, take ownership of all carts used by Company under the Contract at the end date of this Contract, and/or have the Company remove and dispose of all or a portion of the carts. If the Town opts to have Company remove and dispose of all or a portion of the carts, the Company will remove all requested carts within 60 days of the Town making such a request unless otherwise agreed by the Parties.
4. Section 3.1(c) of the Contract is hereby amended so that Company agrees to collect up to 30 plastic bags that are 32 gallons in size or up to 15 plastic bags that are 64 gallons in size. Each Residential Unit shall be limited to an increased maximum of five cubic yards of uncompacted yard debris per pickup.
5. Section 3 of the Contract is hereby amended so that the Town has the annual option, at its sole discretion, for Company to perform bulk item collection as contemplated under the Second Amendment. For FY 2018-19, the Company will perform this service at an amount not to exceed \$2,000 unless the Town opts to change the service level. For subsequent years under this contract, the parties will mutually agree on a price.
6. Section 9 of the Contract is hereby amended to extend the term for five years, to expire on June 30, 2023. The Town may, at its sole option, renew the Contract for two (2) successive two-year extensions.
7. Section 10 of the Contract is hereby amended so that the Company agrees to name the Town of Stallings as additional insured on all applicable insurance policies during the entirety of the contract and shall provide proof of such action to the Town annually without further request.
8. The Parties consider the Contract, First Amendment, Second Amendment, and Third Amendment all part of the same Contract.
9. Counterparts. This Third Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
10. Ratification. All terms and provisions of the Contract not amended hereby, either expressly or by necessary implication, shall remain in force and effect.
11. Conflicting Provisions. In the event there is a conflict between the terms of the Contract (including the First and Second Amendments) and the Third Amendment, the terms of this Third Amendment Shall prevail.
12. Authorization. Each Party executing this Amendment represents and warrants that it is duly authorized to cause this Third Amendment to be executed and delivered.

IN WITNESS WHEREOF, the Parties execute this Third Amendment as of the date first written above.

Attest:

Town of Stallings, North Carolina

\_\_\_\_\_

\_\_\_\_\_

Erinn Nichols, Town Clerk

Alex Sewell, Town Manager

Approved as to Form:

God Bless the USA, Inc.

\_\_\_\_\_

  
MARK A. PERGOLESE / DISTRICT MGR.  
Print Name/Title:

Melanie D. Cox, Town Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer Signature: \_\_\_\_\_

Reappointment Applicants	New Term Expiration	New Appointment Applicants	Term Expiration	Remaining Vacancies (After all appointments made)
		Historical Kathleen Hegger Jill Reed	3/31/2020	Historical TBD
Parks and Recreation Helena Connors	3/31/2020	Parks and Recreation Bill Smith	3/31/2020	Parks and Recreation Three (3): 3 Alternate
Alyssa Floyd	3/31/2019			
Planning Board/BOA Robert Koehler Allen Taylor	3/31/2021			Planning Board/BOA Zero (0)
Public Safety* Susan Connolly Scott Dover Louis Philippi	3/31/2020			Public Safety Zero (0)
Stormwater** No appointments	3/31/2020			Stormwater Zero (0)
Transportation Larry Falcone Jim Romanow	3/31/2020			Transportation Zero (0)

\*It is recommended that these terms be staggered so not all citizen terms expire at once.

\*\*Please note: There are four current citizen members on this committee. Per our new ordinance, three are only allowed.



# PLANNING & ZONING

TOWN of STALLINGS

## Memo

To: Stallings Town Council  
From: Lynne Hair, Planning Director  
Date: March 20, 2018  
Re: Right of Way Abandonment – Whetstone Drive

The Town has received a request to abandon an approximately .35-mile portion of Whetstone Drive. While this road is in our maintenance system, it is not built to Town standard and the portion being proposed for abandonment is overgrown and lacks pavement.

The applicant, Chestnut of Union, LLC is requesting the abandonment to utilize the property as a portion of their proposed condominium development to be located on adjacent properties (see attached exhibit). By request of Council, the applicant proposed reimbursing the Town for the land in the amount of \$4986.48 based on the tax value of a similar parcel located along a residential portion of Potter Road (see attached). Staff believes this amount is low and has requested that a professional appraisal of the land be conducted to establish market value.

The process for right of way abandonment involves council adoption of a resolution and calling for a public hearing date to be established. The resolution will then be published for four consecutive weeks prior to the hearing, and a copy sent certified mail to all property owners. Staff would request that Council adopt the resolution and set the public hearing date for May 14, 2018.

RESOLUTION DECLARING INTENT TO CLOSE  
A PORTION OF WHETSTONE DRIVE AND CALL A PUBLIC HEARING ON THE  
QUESTION ACCORDING TO NCGS §160A-299

WHEREAS, the Town of Stallings has been in communication with the property owner adjoining a portion of Whetstone Drive concerning the closing of a portion of Whetstone Drive from the southeastern corner and end of tax parcel 07-132-0031 until the end of the road which is adjacent to tax parcels 07-132-003F and 07-132-003E owned by Chestnut of Union, LLC; and consisting of approximately 20,638 square feet/ 0.474 acres as depicted in the attached Exhibit; and

WHEREAS, this portion of Whetstone Drive consists mainly of broken up asphalt, weeds, and gravel and is not in a suitable condition for vehicles to travel and is currently not being used for ingress or egress to any adjoining parcels; and

WHEREAS, the portion of Whetstone Drive from Potter Road that is adjacent to the Timothy Buboltz property tax #07-132-003J and H.W. Taylor Property tax #07-132-0031 will remain open; and

WHEREAS, the property owner adjacent to the portion of Whetstone Drive to be closed has requested that it be closed by the Town and abandoned for the future development; and

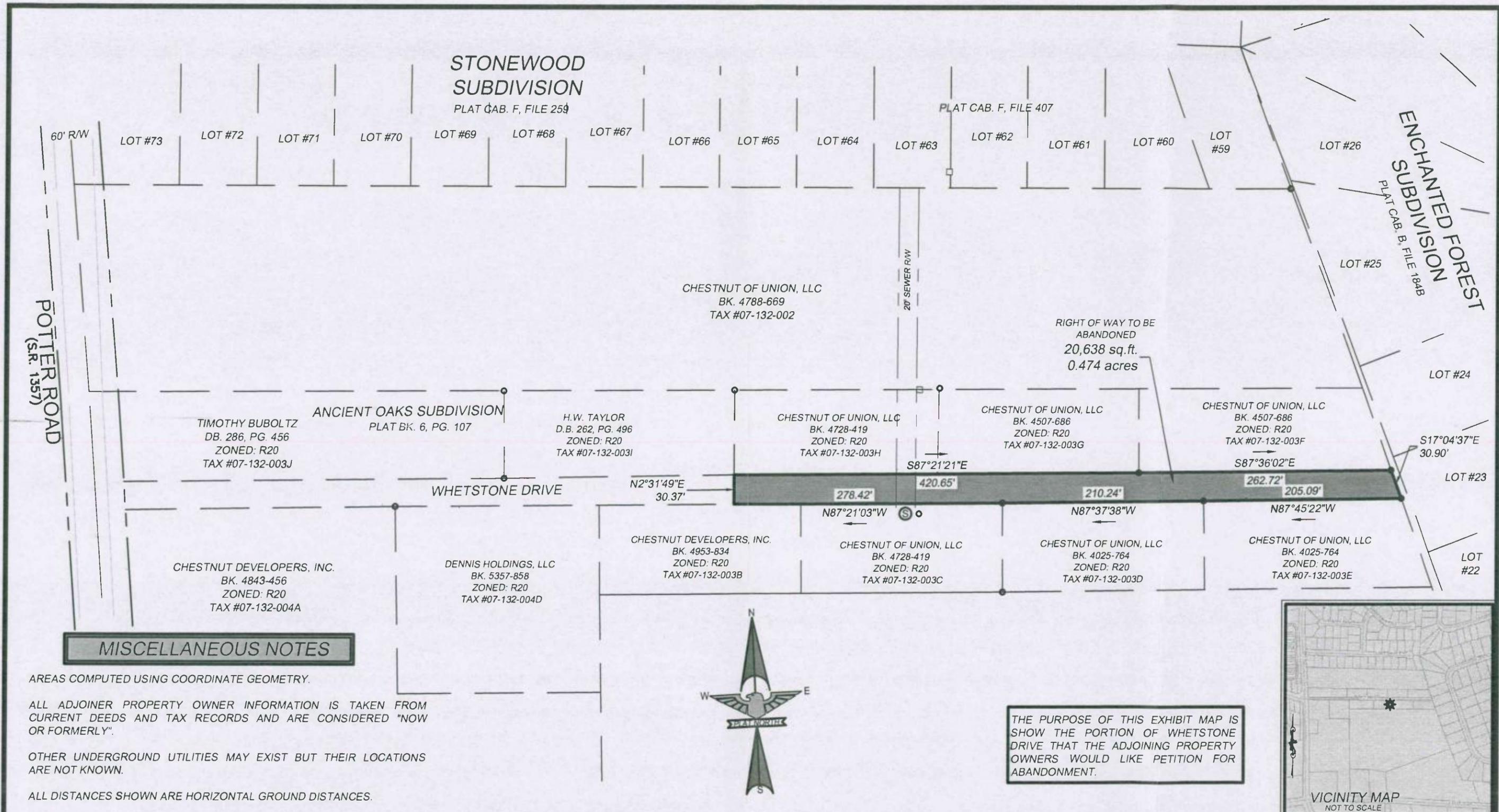
WHEREAS, the closing will not be detrimental to the public interest; and

WHEREAS, the Town of Stallings would retain utility right of ways through said corridor.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Stallings, North Carolina that:

1. That the Town of Stallings declares its intent to close and vacate a portion of Whetstone Drive from N 2° 31'49" E 30.37' until the road ends S 17°04' 37" E 30.90, consisting of approximately 20,638 square feet or 0.474 acres.
2. That all water and sewer right of ways will be retained by the Town of Stallings.
3. That Chestnut of Union, LLC understands it will be responsible for maintenance of this portion of Whetstone Drive if the ordinance abandoning the road is adopted;
4. That a public hearing will be held on the \_\_\_\_ day of \_\_\_\_\_, 2018 at 7 p.m. at Stallings Town Hall on said closure with notice to all persons as required by NCGS §160A-299 to be given by the Town Clerk.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2018.



**MISCELLANEOUS NOTES**

AREAS COMPUTED USING COORDINATE GEOMETRY.

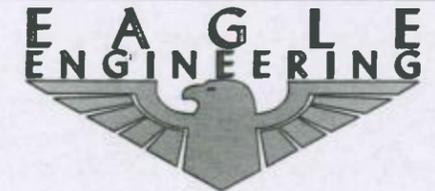
ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.



THE PURPOSE OF THIS EXHIBIT MAP IS SHOW THE PORTION OF WHETSTONE DRIVE THAT THE ADJOINING PROPERTY OWNERS WOULD LIKE PETITION FOR ABANDONMENT.



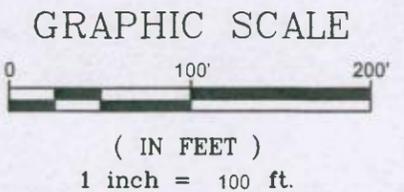
2013A Van Buren Ave.  
Indian Trail, NC 28079  
(704) 882-4222  
www.eagleonline.net

**RIGHT OF WAY  
ABANDONMENT EXHIBIT**

DESIGNED BY N/A	DRAWN BY RLW	CHECKED BY RLW
Scale 1" = 100'	DATE 1/12/2018	JOB NUMBER 6257

**WHETSTONE DRIVE  
STALLINGS, UNION CO., N.C.**

**PROPERTY OF  
CHESTNUT OF UNION, LLC**



## Lynne Hair

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**From:** Tommy Price <tprice@kahuna-group.com>  
**Sent:** Friday, March 02, 2018 11:52 AM  
**To:** Lynne Hair  
**Subject:** Whetstone  
**Attachments:** IMG\_1162.jpg

Good morning Lynne;

Per our conversation this morning, I have looked for a piece of property that closely resembles ours on Whetstone. There is a parcel just a very short distance away. Parcel # 07129002. It is vacant just as ours is and is 7.3 acres where ours is 7.52 acres. As we spoke about earlier, the tax value of ours is higher because Dean got it rezoned to commercial. We both know it will never be that and in fact our current desire is to rezone it residential. Which is the reason for the request for abandonment of a portion of Whetstone Dr. Parcel 07129002 is tax valued at 10,520 per acre. Per our survey of Whetstone, we are asking that the town abandon .474 acres. That would equate to 4986.48. We feel that it would be fair if the town would accept that amount as compensation for the abandonment. I have attached a picture of the 2 pieces.

Thank you:

Tommy Price



(o) (704) 628-6180

(m) (704) 589-7312

[tprice@kahuna-group.com](mailto:tprice@kahuna-group.com)

311-C Unionville Indian Trail Road

Indian Trail, NC 28079

TO: Mayor Dunn; Town Council  
FR: Alex Sewell  
DATE: 3/21/18  
RE: Personnel Policy Updates

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**Purpose:** This memorandum's purpose is to recommend updates to the Town's Personnel Policy.

**Background:** In analyzing the Town's policies, the Town Manager identified conflicting internal provisions.

**Recommendation:** To avoid conflicting provisions and clarify what appears to be the Town Council's original intent, I would recommend making the attached updates to the Personnel Policy as indicated in red.

## **SECTION IX: GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL**

### **IX.1. Policy**

It is the policy of the Town to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this Section is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from Town service.

### **IX.2. Grievance Defined**

A grievance is a claim or complaint by a current or a former employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. Non-grievable subjects include:

- Salaries, wages, or fringe benefits provided by the Town; and
- Organizational or operational changes adopted by the Town including but not limited to hours of work, reductions in force, licenses and certifications, types of training, residency requirements, and other specified conditions of employment, including those accepted at the time of employment but subsequently changed.

### **IX.3. Purpose of the Grievance Procedure**

The purposes of the grievance procedure include, but are not limited to:

- Providing employees with a procedure by which their concerns can be considered promptly, fairly, and without reprisal;

- Encouraging employees to express their concerns about the conditions of work which affect them as employees;
- Promoting better understanding of policies, practices, and procedures which affect employees;
- Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible in the chain of command; and
- Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the Town or its leaders.

#### **IX.4. Procedure**

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved.

The Town Manager may rescind a disciplinary suspension, demotion or dismissal up to any point in the process prior to an appeal to Town Council. When the grievance involves a decision made by the Town Manager, the grievance will be submitted to the Town Council.

- a) **Step 1: Informal Resolution.** Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the respective Department Head as a resource to help resolve the grievance.

In addition, the employee, supervisor or Department Head may request in-house mediation or from other qualified parties to resolve the conflict. Mediation is the process where a neutral party assists the parties in conflict with identifying mutually agreeable solutions or understandings. Mediation may be used at any step in the process when mutually agreed upon by the employee, their supervisor, and the Town Manager. Mediation proceedings will be documented.

- b) **Step 2: Formal Grievance.** If a resolution to the grievance has not been reached informally, the employee who wishes to pursue a formal grievance shall present the grievance to the appropriate supervisor or Department Head.

The grievance must be written and presented within ten (10) working days of the event or condition or within ten (10) working days of learning of the event or condition. The written grievance should identify the event or condition that is the basis for the grievance and the reason the aggrieved employee believes it to be such. The employee should provide as much detail as possible so that the supervisor may evaluate the grievance effectively.

The supervisor shall respond to the grievance within ten (10) working days after receipt of the

grievance. The supervisor should, and is encouraged to, consult with any employee of the Town to gather facts or information in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor will be in writing and signed by both the supervisor and the employee. The responder at each step shall send copies of the grievance and response to the Town Manager.

- c) **Step 3.** If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the Town Manager within ten (10) working days after receipt of the response from Step 2. The Town Manager shall respond to the appeal, stating the decision within ten (10) working days after receipt of the appeal. The Town Manager's decision shall be final. However, in the event that the Town Manager is the supervisor, the employee will appeal to the Town Council within ten (10) working days using the same grievance procedure **if the employee believes that the employment decision was based on any of the reasons outlined in IX.5.** The Town Council will be the appellate with final decision.

The Town Manager shall notify the Town Council of any impending legal action.

All documents used in this procedure must be dated and signed by the employee and the supervisor involved and placed in the employee's personnel file.

In cases where the Town Manager has been significantly involved in determining disciplinary action, including dismissal, the Town Manager may wish to obtain a neutral outside party to provide mediation or make recommendations. Such neutral parties might consist of human resource professionals, attorneys, or mediators.

### **IX.5. Appeals Procedure**

While employees are encouraged to use the above grievance procedure, they shall also have the right to appeal directly to the Town Manager **if the employee believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, political affiliation, non-job related disability, marital status or genetic information) or is based on harassment, fraud, theft, gross abuse of authority, or a violation of State or Federal law.** The Town Manager will notify the Mayor and Council of the situation and the appeal.

An employee or applicant should appeal a grievance decision on an alleged act of discrimination as soon as possible, but may appeal up to six months following the action.

1. The grievant must submit a written complaint to the Town Manager within ten (10) working days of the alleged harassing action.
2. The Town Manager shall take appropriate remedial action within ten (10) working days from receipt of the written complaint, unless the Town Manager has waived the ten (10) day period and the grievant agrees with such waiver. The waiver and acknowledgement shall be agreed to and in writing and signed by all parties.

3. The Town Manager shall determine what actions will result from the grievant's written complaint and provide a written response to the grievant.
4. The grievant may appeal directly to the Mayor and Town Council within ten (10) working days of the receipt of the Town Manager's written response if not satisfied with the Manager's response to the complaint. The Town Manager will inform the grievant of this appeal process and provide the appropriate contact information.
5. The Town Manager will inform the Council of the complaint and action taken at the earliest meeting following the receipt of the complaint. In the event the Town Manager is the alleged offending party, the grievant shall notify the Mayor and the Mayor Pro Tem by written complaint within ten (10) working days of the event. The Mayor and the Mayor Pro Tem will schedule a meeting to determine appropriate steps or action to be taken. The Mayor and Mayor Pro Tem are given discretionary authority to decide if the Town Manager should either be suspended or separated from the work environment prior to convening a full council meeting to address the grievant's complaint. A majority of the Town Council must agree on the appropriate subsequent action and must document the action in writing prior to effecting any further suspension or separation from work environment.