



January 27, 2020
 Stallings Town Hall
 315 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:40 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i> Motion: I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes:
2.	7:45 p.m.	Annexation 53 – Chestnut Lane <i>(Recessed from 12-09-19)</i> A. Re-Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Erinn Nichols, Assistant Town Manager	Approve (Deny) annexation. Motion: I make the motion to approve (deny) Annexation 53 – Chestnut Lane.
3.	7:55 p.m.	CZ19.08.01 – Epcon <i>(Recessed from 12-09-19)</i> A. Re-Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Lynne Hair, Town Planner Chris Easterly, Town Engineer	Approve (Deny) request. Motion: I make the motion to approve (deny) CZ19.08.01 – Epcon.
4.	8:25 p.m.	Fire Funding Model <i>(Recessed from 01-13-2020)</i>	Alex Sewell, Town Manager	Discussion and Possible Action
5.	8:40 p.m.	Idlewild Road Widening <i>(Recessed from 01-13-2020)</i>	Alex Sewell, Town Manager	Discussion and Possible Action
6.	8:50 p.m.	Chestnut Roundabout <i>Advancement of Funds</i>	Alex Sewell, Town Manager	Discussion and Possible Action
7.	9:00 p.m.	Land Use Follow-up	Alex Sewell, Town Manager	Information and Discussion
8.	9:10 p.m.	Showcase Stallings <i>(Ayers)</i>	Steven Ayers, Council Member	Information and Discussion

9.	9:20 p.m.	Closed Session Pursuant to NCGS 143-318.11(a)(3) (Dunn)	Wyatt Dunn, Mayor	Convene into closed session
10.	9:30 p.m.	Acceptance of Harris Teeter Access Road into Town Maintenance System (Dunn)	Wyatt Dunn, Mayor	Discussion and Possible Action
11.	9:40 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



Ordinance to Extend the Corporate Limits of the Town of Stallings, North Carolina

WHEREAS, the Town Council has been petitioned under N.C.G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Town Hall of the Town of Stallings at 7:00 p.m. on December 9, 2019, after due notice by the Enquirer-Journal on September 26, 2019; and

WHEREAS, the Town Council finds the petition meetings the requirements of N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED be the Town Council of the Town of Stallings, North Carolina that:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the area proposed for voluntary annexation encompasses parcel number 07147135 on Chestnut Lane is hereby annexed and made part of the Town of Stallings effective immediately:

Parcel number: 07147135; 13.82 ACRES

BEGINNING at a point in the centerline of Chestnut Lane; thence with a bearing of N 67°48'44" E and a distance of 100.00' to a point in Chestnut Lane; thence with a bearing of N 52°45'14" E and a distance of 572.27' to a point in the centerline of Chestnut Lane, being the common corner of the property of East West Invest LLC (now or formerly) recorded in Deed Book 6913, Page 861; thence following the common line thereof three calls: (1) with a bearing of S 27°45'51" E and a distance of 202.52' (passing a set rebar at 31.31') to an existing pipe; (2) with a bearing of N 56°04'05" E and a distance of 99.30' to a set rebar; (3) with a bearing of N 57°23'05" E and a distance of 189.97' (passing a set rebar at 139.97') to a point on the eastern side of West Fork Twelvemile Creek; thence along said creek four (4) calls: (1) with a bearing of S 09°59'35" W and a distance of 91.30' to a point; (2)

with a bearing of S 16°50'55" E and a distance of 103.49' to a point; (3) with a bearing of S 00°49'55" E and a distance of 67.80' to a point; (4) with a bearing of S 14°25'55" E and a distance of 83.00' to an existing tree stump; thence with a bearing of S 48°06'35" W and a distance of 1396.55' to a set rebar, being the common corner of the property of Linden & Elizabeth Skeens (now or formerly) recorded in Deed Book 6706, Page 110; thence following the common lines of Linden & Elizabeth Skeens (now or formerly) and the property of Francis & Joann Zeidler (now or formerly) recorded in Deed Book 420, Page 16 with a bearing of N 07°28'14" E and a distance of 914.64' (passing an existing rebar at 454.19' and an existing rebar at 874.54') to a point in the centerline of Chestnut Lane; being the point of BEGINNING, having an area of 13.820 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

Section 2. Immediately, the above described territory and its citizens and property shall be subject to all debts, laws, and ordinances and regulations in force in the Town of Stallings and shall be entitled to the same privileges and benefits as other parts of the Town of Stallings. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor of the Town of Stallings shall cause to be recorded in the office of the Register of Deeds Union County, and in the office of the Secretary of State at Raleigh, North Carolina, as accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Union County Board of Elections, as required by N.C.G.S 163-288.1.

Adopted this the 27th day of January, 2020.

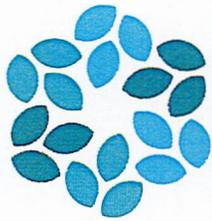
Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



**PLANNING
& ZONING**
TOWN of STALLINGS

APPLICATION CZ19.08.01

LAND INVESTMENT RESOURCES
PROPOSED 27 LOT 55+ SUBDIVISION

Pre-Public Hearing Staff Analysis + September 2019

PROJECT AREA

GoMaps



September 6, 2019

1:12,856
0 0.1 0.2 0.4 mi
0 0.175 0.35 0.7 km
Map HERE, Garmin, (c) OpenStreetMap contributors, and the GIS
user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS

PROJECT AREA

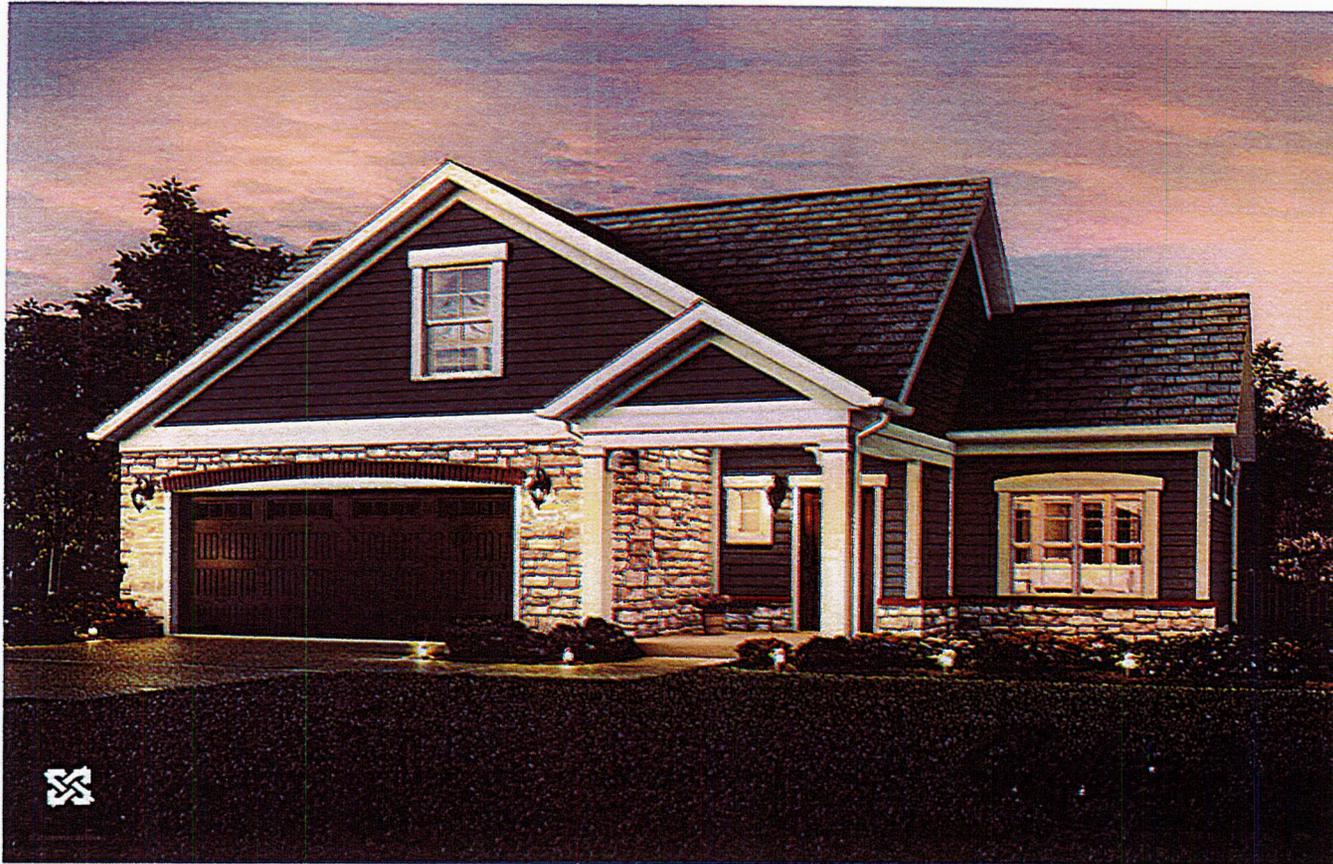


10/24/2019

FRIS

The screenshot displays a GIS web application interface. At the top left, there is a search bar with the text "FRIS" and a magnifying glass icon. Below the search bar are several navigation icons: a home icon, a question mark, a search icon, a zoom in (+) and zoom out (-) icon, and a map style icon. The main map area shows a topographic view of a residential neighborhood with a blue highlighted path or boundary. A yellow location pin is visible on the map. On the right side, there is a legend titled "Web App 1: General Public" with a "Refresh" button. The legend items are: "FRIS Information", "FRIS Information".

PROPOSED ELEVATIONS



PROPOSED ELEVATIONS



PROPOSED ELEVATIONS



TREES, VEGETATION AND STORMWATER

Tree Save (Article 11.8-2)

Require: 6% of lot area = .82 acres

Proposed: 3.55 acres

Buffers (Article 11.1)

30' will be required

Street Trees(Article 11.6-3)

One large maturing tree/every 80 linear feet of street frontage for new developments.

Stormwater Management and PCO

Three stormwater facilities are proposed. The PCO plan will be approved by the Town Engineer during permitting process.

LAND USE PLAN AND ADOPTED POLICIES

Land Use Plan

The Land Use Plan shows the property as ***Suburban Single-Family Neighborhood.***

Primary Land Use: Single Family Detached Home

Secondary Land Uses: Community Park, Community Center, Recreational Facilities, Natural Areas.

Small Area Plan

N/A

Consistency

The proposed development is single family detached with a density of apx. 2.02 units/acre and meets the form and parameters established by the CLUP.

Form & Parameters (Land Use Plan)

General Development Pattern:	Separate Uses
Typical Lot Coverage:	50 – 75%
Residential Density:	1.0–6.0 DU/ac
Non-Residential Density:	N/A
Prevailing Building Height:	1 – 2 stories
Average Dwelling Unit Size:	1500-5000 sf
Transportation Choices:	Auto
Typical Block Length:	800 – 1500 lf
Open Space Elements:	Greenway/ Natural Area
Street Pattern:	Curvilinear
Street Connectivity:	Low/Medium
Parking Provisions:	Private Driveway
Typical Street Cross Section:	Rural/Suburban/ Urban

Staff Comments and Outstanding Issues

Planning Department

1. No TIA required.
2. Typical residential cross section requires a 60' ROW. Applicant is proposing 45'
3. Stallings Development Ordinance requires sidewalks on both sides of street.
4. Compliance with DO Article 9.2 (A) needs to be shown, or requirements waived through by Town Council through the CZ process.
 1. Crawl Spaces required;
 2. Building for principle structure may not exceed 30%
5. Connectivity to adjacent property not shown.

Police

No concerns

Fire

Ensure the streets are built to minimum town standards to ensure width will allow for emergency vehicle access.

Schools (Weddington Cluster)

Report Attached

Parks and Recreation

Stallings Greenway *Spine* to be located on Chestnut Lane at property frontage.

Public Works

TBD

Planning Board

- September 17, 2019
- Recommendation: Approval 6-1 (Crenshaw)
- Issues Raised by Residents
 - Stormwater and concerns with flooding of adjacent properties
 - Traffic Impact to Chestnut Lane
 - Schools Impacts

SUMMARY OF SUGGESTED CONDITIONS

1. Project limited to 27 lots, 55+ age restricted subdivision.
2. The applicant or responsible party shall obtain all permits required for development with the Town and outside agencies in compliance with applicable regulations. The submitted sketch plan must meet all requirements as established by permitting agencies.
3. A berm will be built along Chestnut Lane within the required street buffer. This will increase the buffer width to accommodate construction of the berm to be built 4.5' in height with a 3' top width
4. All foundations will have a minimum 18 inches of exposed brick or stone on all four sides of the house. No vinyl siding will be permitted on homes. Elevations will match those submitted and presented to Council as a part of the zoning request, including garage location.
5. A grading plan prepared by a landscape architect demonstrating both positive drainage characteristics and smooth grade transitions to avoid abrupt "v" ditches, swales, and other disruptions to the landscape, particularly between dwellings will be provided as part of site construction plans for permitting. This plan will be completed to the satisfaction of the Town as approved by the Development Administrator.
6. Lot Coverage and Density will be permitted per the concept submitted as a part of the application.



Statement of Consistency and Reasonableness

(As per NC General Statute 160-383)

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

CONDITIONAL ZONING: CZ19.08.01

REQUEST:

A request for conditional zoning on property located on Chestnut Lane in parcel #07147135 to allow for the development of a 27-lot age restricted single-family detached subdivision.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The Stallings Town Council hereby finds that the proposed conditional zoning request is

Consistent _____
Inconsistent _____

with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document for the creation of development that protects existing neighborhoods. At their January 27, 2020 meeting the Stallings Town Council voted to recommend

APPROVAL _____
DENIAL _____

of the proposed conditional zoning and stated that the, Town Council find and determines that the rezoning is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed _____.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



**PLANNING
& ZONING**
TOWN of STALLINGS

Statement of Consistency and Reasonableness

(As per NC General Statute 160-383)

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

TEXT AMENDMENT:

CZ19.08.01

REQUEST:

A request for conditional zoning on property located on Chestnut Lane in parcel #07147135 to allow for the development of a 34-lot age restricted single-family detached subdivision.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The Stallings Planning Board hereby finds that the proposed conditional zoning request is

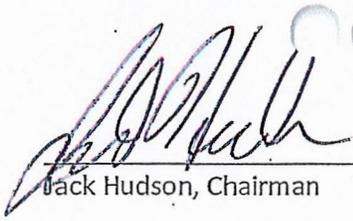
Consistent
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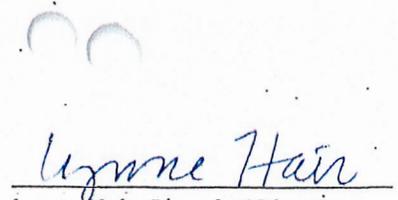
APPROVAL
DENIAL

of the proposed conditional zoning and stated that the, Planning Board find and determines that the rezoning is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed 7-0



Jack Hudson, Chairman



Lynne Hair, Planning Director



CZ19.08.01

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS, approval of the requested conditional zoning to allow the property located on Chestnut Lane in PID#07147135 to be developed for 27 detached residential units is consistent with the 2017 Stallings Land Use Plan; and,

WHEREAS, the change in zoning will promote an intentional approach to development; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO
ORDAIN AMENDING THE STALLINGS ZONING MAP to reflect the change of
zoning from R-20 (Union County) to CZ-SFR3.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2019.

Wyatt Dunn
Mayor

Erinn Nichols
Town Clerk

The proposed 34 sfu (age-targeted) development along Chestnut Lane will be within the following school attendance areas for the current school year:

Antioch Elementary School	Projected to be at 116% of rated capacity
Weddington Middle School	Projected to be at 102% of rated capacity
Weddington High School	Projected to be at 91% of rated capacity

Although this development is designated as "age-targeted", experience has shown that it will still likely contribute to enrollments at the schools.

By our accounting, this will bring the number of planned and not built housing units in the Antioch ES area to approximately 735 units. This includes:

- Vintage Creek (Tilley Morris Rd): 8 additional units
- Falls at Weddington (Antioch Church Rd): 164 additional units
- Enclave at Weddington (Antioch Church Rd): 30 additional units
- Harlow's Crossing (Beulah Church Rd): 68 additional units
- Cardinal Crest (Hemby Rd): 14 additional units
- Beulah Acres (Beulah Church Rd): 3 additional units
- Highgate (Providence Rd): 10 additional units
- Tuscan Ridge (Hemby Rd): 7 additional units
- Weddington Glen (Weddington-Matthews Rd): 35 units
- Weddington Acres (Tilley Morris Rd): 25 units
- Weddington Subdivision (corner of Providence and Hemby Rds): 35 units
- Solis at Chestnut Farm (Matthews-Weddington Rd): 302 units

Also in the Weddington attendance area (for a total of 2207) are:

- Ellington Downs (Weddington Rd): 47 additional units
- Anniston Grove (Hudson Church Rd): 29 additional units
- Quintessa (Underwood Rd): 22 additional units
- Creek's Landing (Weddington Rd): 197 units
- Casalino (Beulah Church Rd): 39 units
- Ridge at Wesley Chapel (Weddington Rd): 72 units (55+)
- Addington Crossing (Potter Rd): 51 units
- Cavensson (Chambwood Rd): 28 units
- Cresswind (Potter Rd): 606 units (55+)
- Highlands at Weddington (Antioch Church Rd): 31 additional units
- Atherton Estates (Weddington Rd): 48 additional units
- Canisteo (Deal Rd): 16 units
- Woodford Chase (Weddington Rd): 9 units
- Meadows at Weddington (Ennis Rd): 24 additional units
- Chatsworth (Providence Rd): 5 additional units
- Weddington Preserve (Lochaven Rd): 26 additional units
- Sugar Magnolia (Weddington Rd): 18 units
- The Woods (Weddington Rd): 204 units

Per Board of Education policy, neither Antioch ES nor Weddington MS are accepting any further transfers due to high enrollment. Additional residential construction contributes to high enrollments, which in turn exacerbate problems such as:

- Additional mobile classrooms.
- Inadequate capacity for food service and rest room facilities
- Rationing of access to the Media Center
- Insufficient parking and queuing space for parents to safely deliver or pick up their children
- Inadequate planning/meeting space for additional staff.

Thank you
Don

Don Ogram
Planning & Construction Manager
Facilities Department

201 Venus St
Monroe, NC, 28112

(704) 296-3160 X 6766 (Phone)
(704) 296-3163 (Fax)

<http://www.ucps.k12.nc.us>

COMMUNITY MEETING REPORT FOR CHESTNUT LANE SUBDIVISION

Applicant: Philip M. Hayes, Land Investment Resources
Owner: Kenneth Eugene Furr / Stephen Larry Furr
Builder: Epcon Communities
Land Planning/Civil: Marc Van Dine, Senior Project Manager, McAdams
Property: ± 13.820 acres, located off Chestnut Lane in Vance Township

This Community Meeting Report is being filed with the Town of Stallings Development Services Department and will be available for review.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The required Community Meeting was held on Tuesday, August 27th, 2019. The Town of Stallings mailed a written notice of the date, time, and location of the Community Meeting to adjoining residents in accordance with Town Ordinances.

TIME AND LOCATION OF MEETING:

The Community Meeting required by the UDO was held on Tuesday, August 27th, 2019 at 6:00 PM, at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

PERSONS IN ATTENDANCE AT MEETING:

The sign-in sheet from the required Community Meeting is attached as EXHIBIT A. The Applicant's representatives at the Community Meeting were Philip M. Hayes, with Land Investment Resources, and Marc Van Dine with McAdams. John Shamp, a representative for the community builder, Epcon Communities, was also in attendance.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

I. Overview of Applicant's Presentation.

Introduction and Overview of Rezoning, Development Plan, and Dwelling Types:

Lynne Hair, with the Town of Stallings, opened the meeting and explained the purpose of the Community Meeting. Philip M. Hayes, with Land Investment Resources, provided a presentation of the proposed development. A written copy of that presentation is attached.

II. Summary of Questions/Comments and Responses:

Attendees asked the following questions and the development team provided responses to those questions:

1. Are there any plans for roadway improvements? – *Will be provided based on North Carolina Department of Transportation requirements. On follow up with the officials at the NC Department of Transportation, additional turn lanes into the community will be required.*
2. How about sewer capacity? – *Project is tying into an existing Union County Public Works trunk line.*
3. There is a parcel of land in the Town of Indian Trail's corporate limits, will it be part of the project. – *No, this project will be entirely in the Town of Stallings.*
4. Was previously in Indian Trail for rezoning – why was it pulled? – *Indian Trail's town planner was initially supportive, but left the Town shortly after the submittal. The subsequent town planners did not believe the town's ordinances allowed for the proposed lot configurations. Stallings's conditional zoning ordinances allow for the proposed development.*
5. Traffic is already bad on this road. – *This is an ambient issue that currently exists. The age restricted nature of the proposed use significantly reduces the traffic from this parcel from what would be generated by a By Right land use.*
6. Has traffic circle planned for the intersection of Chestnut Lane and Matthews Weddington Road been delayed? – *Lynne Hair indicated that it is her understanding that it is still funded and scheduled to start Summer 2021 and that the Town Engineer will have the most up to date information.*
7. How many lots will there be? – *The current plan proposes 34 lots. This is an approximate density of 2.4 units per acre. The current Union County zoning allows approximately 2.2 units per acre.*
8. Will there be a buffer between adjacent properties? – *There is a 30' buffer shown on the plan. This will be determined in rezoning.*
9. When will landscaping plans be developed? – *Landscaping will be designed as part of the construction drawing process and will meet Town's planting standards. Epcon will have supplementary plantings that exceed the Town's requirements.*
10. Will the Town Planning Staff make a recommendation? – *The Town Planning staff will issue statement on whether the proposed development is consistent with the Town's Comprehensive plan.*
11. Will the property be annexed? – *Yes, as a separate process that runs concurrently. Annexation will be voted on first. If the annexation vote passes the rezoning will be voted on.*

CHANGES MADE TO PETITION AS A RESULT OF THE MEETING:

Subsequent to the meeting, but not as a result of any comments made, a significant portion of road adjacent to a property line was removed and replaced with a simple cul de sac. This allowed for the creation of additional buffer along that property line.



Town of

Stallings

315 Stallings Road • Stallings, North Carolina 28104

Zoning Map Amendment/Rezoning Application

Application # (Staff): CZ19.08.01

Date Filed: Aug 1, 2019

Hearing Date: Oct 4, 2019

Planning Board Date: Sept 17, 2019

Town Council/Final Decision Date:

Zoning Map Amendment - Conventional	
Less than 2 acres	\$150.00
2-10 acres	\$300.00
Greater than 10 acres	\$900.00
Zoning Map Amendment - Conditional Zoning	
Less than 2 acres	\$300.00
2-10 acres	\$600.00
Greater than 10 acres	\$1200.00
Conditional Use Permit Request	\$300.00
Zoning Text Amendment - UDO	\$500.00

To the Planning Board and Town Council of Stallings, NC:

I (we) the undersigned do hereby respectfully make application and request the Planning Board and Town Council to amend the zoning map of the Town of Stallings: In support of this application, the following facts are shown:

Current Zoning (Circle One)	<u>R-20</u>	R-15	R-10	MFR	TC	NRD	GR	OLR	BC
	MR	LI	HI						
Proposed Zoning (Circle One)	R-20	R-15	R-10	MFR	TC	NRD	GR	OLR	BC
Conditional District? (CD)	<input checked="" type="checkbox"/>	MR	LI	HI	MU1	MUG2	OC	<u>RSF</u>	

Physical Property Address:

CHESTNUT LANE (No numeric address) SEE MAP

Physical Description of Location:

Three quarters of a mile from eastern end of Chestnut Ln.

Tax Parcel Number(s) (PID Number):

07147135

Total Acreage:

13.82 Acres

Telephone 704-821-8557 • Fax 704-821-6841 • www.stallingsnc.org

Property Owner(s):

KENNETH E FURR / STEPHEN L FURR

Owner's Address:		
① 1944 Georgia Ave. Winston Salem, NC 27104	② 249 J. J. Bell Rd. Mooresville, NC 28117	
City:	State:	Zip:
Phone Number: 704-614-9531	Email Address: GEE BELOW *	
Applicant Name if different than owner: Land Investment Resources, LLC	Applicant's Address: 3440 Tarington Way, Suite 205 Charlotte, NC 28277	
Applicant Email Address: pnhoyes@landinvestmentresources.com	Applicant's Phone Number: 704-614-9531	

* Kfurr@triad.rr.com
Lorry. Furr@att.net

MAP REQUIREMENTS

This application shall be accompanied by two (2) maps drawn to scale. Such maps shall be produced at 18' x 24". An electronic version of the map shall also be submitted. The maps shall contain the following information:

- The subject property plus such property as to show the location of the subject property with reference to the nearest street intersection, railroad, stream or other feature identifiable on the ground.
- All properties which abut the property.
- If the property is in a subdivision of record, a map of such portion of the subdivision that would relate to the subject property to the closest street intersection.
- A written metes and bounds description of the property or properties.
- The present and proposed zoning classification of the lot(s) in question.
- The property identification number(s) of the lot(s) in question as issued by the Union County Tax Department.
- Full schematic design/site plan as described in Article 10.10 of the Stallings Unified Development Ordinance (only if the application is for a conditional district).

MAP AMENDMENT REQUIRMENTS

If a straight rezoning (not a CD) is requested, then please leave the space below blank.

If a Conditional District (CD) is requested, you must list the specific sections of the Unified Development Ordinance from which you seek changes. You may list these on a separate sheet of paper.

Whenever there is a zoning map amendment, the Town of Stallings is required to notify the owner of said parcel of land as shown on the county tax listing, and the owner of all parcels of land abutting that parcel of land as shown on the county tax listing. The required notice shall be mailed by first class mail at least 10 days but not more than 25 days prior to the

date of the public hearing.





MEMO

To: **Mayor and Town Council**
Via: Alex Sewell, Town Manager
From: Christopher J. Easterly, P.E., Town Engineer
Date: January 22, 2020
RE: CZ Application #19.08.01 Information Request and Response

Council directed staff to provide some information regarding the conditional zoning application #19.08.01 to construct a 27 unit 55+ age restricted development on Chestnut Lane. The following are the requests and the associated responses.

Provide a basic summary of County stormwater standards currently applicable to the site.

Union County Stormwater Engineer, Brian Hawkins, P.E., provided the following information to staff on January 7, 2020 via email.

The current Union County Unified Development Ordinance (UCUDO) only requires post-construction detention for residential developments that meet the criteria for a "cluster subdivision." A straight subdivision would not require post-construction detention at all; however, we will typically request it as a condition of a rezoning. In accordance with the UCUDO Article 60.170-C(3) those post-construction reduction requirements are not applicable to areas that discharge directly to a FEMA regulated floodplain (prior to leaving the project site). So, in the case of this property, even if the developer got a rezoning on the property, and we established the condition that the developer was required to meet the post-construction detention rules of a cluster subdivision, they would be exempt from that regulation for any area that discharged directly to a FEMA floodplain.

Check with Union County staff to determine if any complaints for the area have been registered.

Union County Stormwater Engineer, Brian Hawkins, P.E., provided the following information to staff on January 7, 2020 via email.

As far as I'm aware, there haven't been any significant drainage concerns that my office has had to deal with in the area. However, since the property is surrounded by Indian Trail on three sides, likely any issues that have arisen have been reported to the Town of Indian Trail.

Town of Indian Trail Director of Engineering, Todd Huntsinger, provided the following information to staff on January 7, 2020 via email.

No, the lots in Brookhaven (Desborough Drive) that back up to the dry detention have never called the Town about an issue per our stormwater investigation logs. I also checked our logs for Red Barn Trail, and we have never been called out to investigate an issue there as well.



MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 1/9/20 (updated 1/22/20)
RE: County-Wide Fire Services – Union County Request

1/22/20 Update: At the 1/13/20 Council Meeting, the Council opted to table this item to the 1/27/20 Council meeting. Hemby Bridge Fire Chief Johnny Blythe and Stallings Fire Chief Charlie Porter have requested that this resolution not be approved until the chiefs can bring back a more regional fire service structure to the Council for consideration. Chief Blythe plans to attend the 1/27/20 meeting to discuss the issue further with the Council.

Purpose: This memorandum's purpose is to share Union County's request regarding the implementation of a new fire service funding model and to provide background so Council can make an informed decision.

Background: Currently, Union County has 17 fire service districts that provide fire protection service via a contract with Union County. 5 of these districts are funded through a local tax as established by the County Commissioners and 12 districts are funded through a local fee as provided by the N.C. General Assembly (\$100 cap). The Town of Stallings is currently served by 3 volunteer fire departments. Hemby Bridge and Stallings serve almost all of the Town while a small area (estimated at approximately 31 acres) is in the Providence fire district. Hemby Bridge and Stallings are tax districts and Providence is a fee district. A map is enclosed showing the district coverages within Stallings.

Union County has been discussing the best way to fund its fire service district for years. In 2018, Union County commissioned a study with the purpose of identifying a funding strategy that the County Commissioners could support. As part of this process, the County solicited feedback from the Towns. For those interested, more detailed information on the topic is available on the Town's website under the 11/26/18 and 1/14/19 Council Agenda packets/minutes.

Update: On November 18, 2019, the County Commissioners gave County staff direction to start the process of implementing a fire tax district model where all fee districts would be eliminated and replaced with tax districts.

Under this new model, certain districts (Bakers, Hemby Bridge, Providence, Stallings, Wesley Chapel, Springs, and Waxhaw) will be considered “urban” districts and will receive a 20% County subsidy, with the remaining 80% of funding will come from the taxes from the district itself. At the same time, other more rural departments will receive a 40% subsidy, with the remaining 60% coming from the district. Notably, no tax district currently receives a County subsidy.

Union County Request: Union County is requesting the Town of Stallings’ help with implementation of this new model as follows:

- As mentioned above, Stallings and Hemby Bridge are tax districts and Providence is a fee district. To establish a tax district for Providence, Union County needs municipal consent.
- While Hemby Bridge is currently a tax district, there are certain properties within that district that are not paying the district fire tax. To correct this, the County needs to establish a new tax district overlaying the entire existing service area. Since this will be a new tax district, the County needs municipal consent.

The County’s goal is to have all municipal resolutions passed by the end of January 2020 because this timeframe will reportedly allow enough time to implement these districts for the 2021 fiscal year.

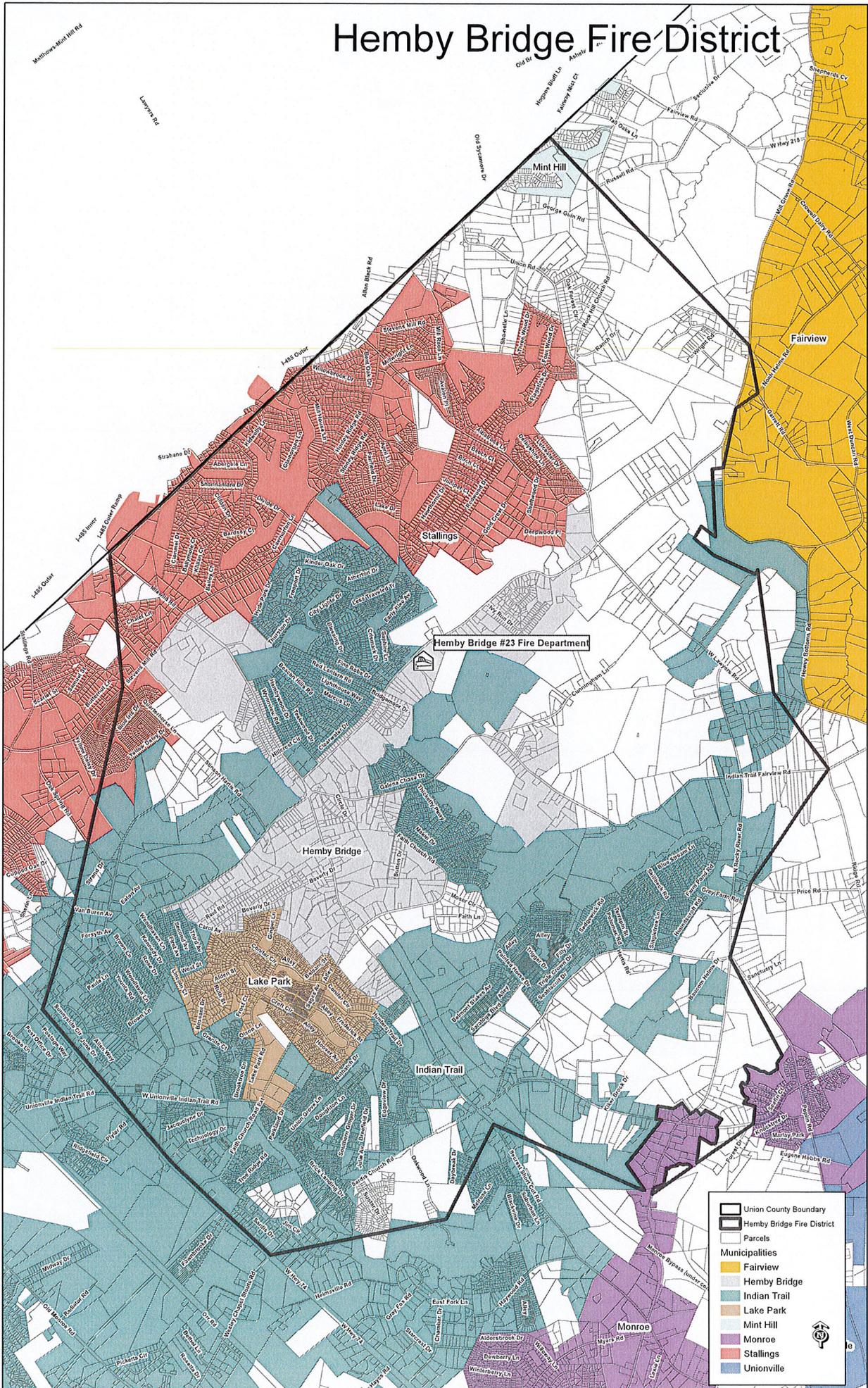
Local Fire Chief Request: Staff reached out to consult with our two local primary Fire Chiefs, Hemby Bridge Fire Chief Johnny Blythe and Stallings Fire Chief Charlie Porter. Notably, our local fire chiefs are interested in establishing a more regional approach to fire services.

While the fire chiefs are not opposed to the effects of the County’s requested resolution, they would ask that the Council hold off on approving the resolution on 1/13/20. The rationale is that the chiefs would like to add language into the resolution language expressing a desire to explore making fire services in our general area more regional, and would like time to develop some suggest language.

Next Steps: Attached is a draft resolution provided by Union County along with several related maps. To allow the County to implement the above described changes, the Council could approve this resolution. Union County Assistant

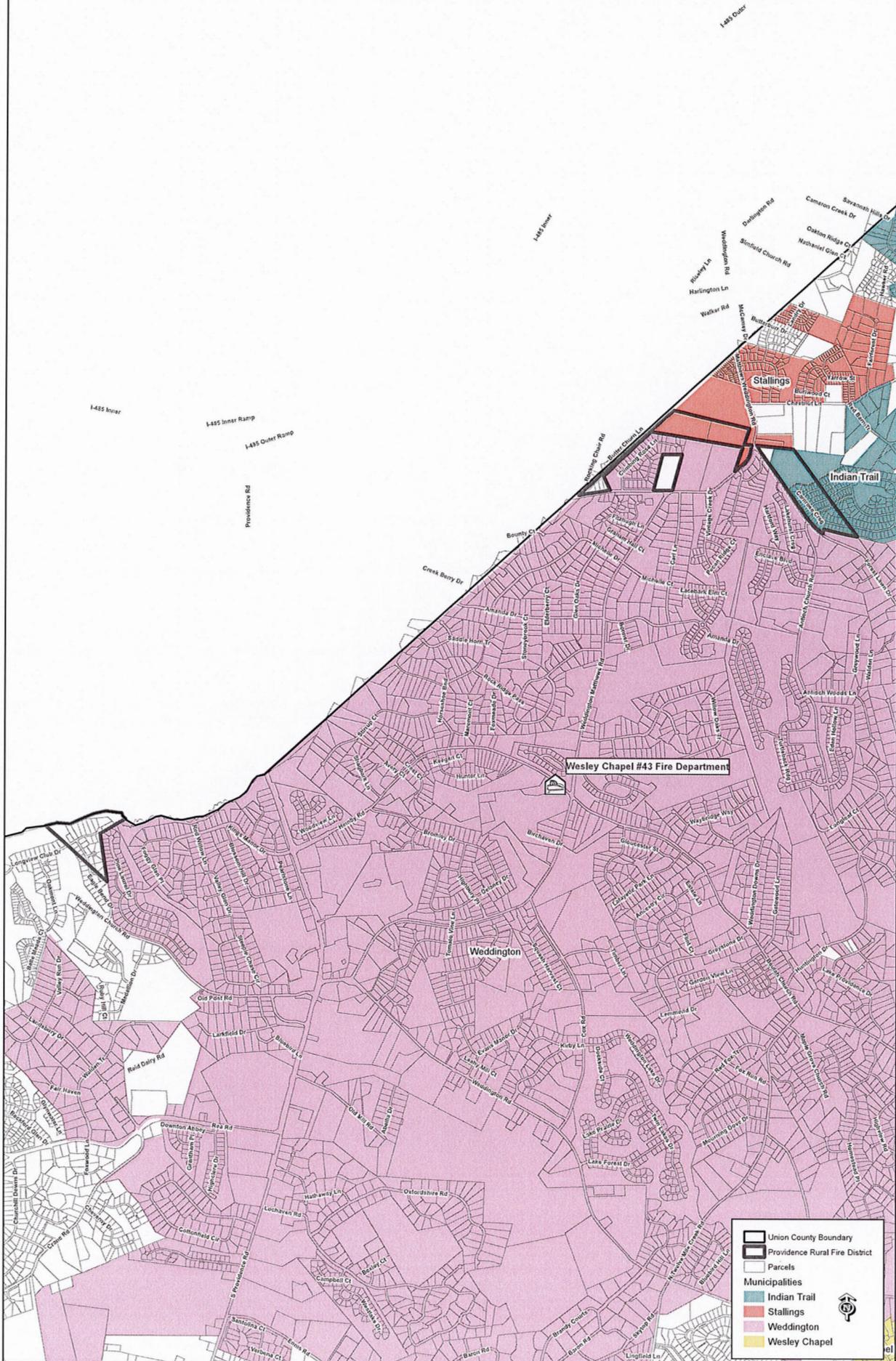
County Manager Patrick Niland plans to attend the 1/13/20 Council Meeting to answer any questions.

Hemby Bridge Fire District

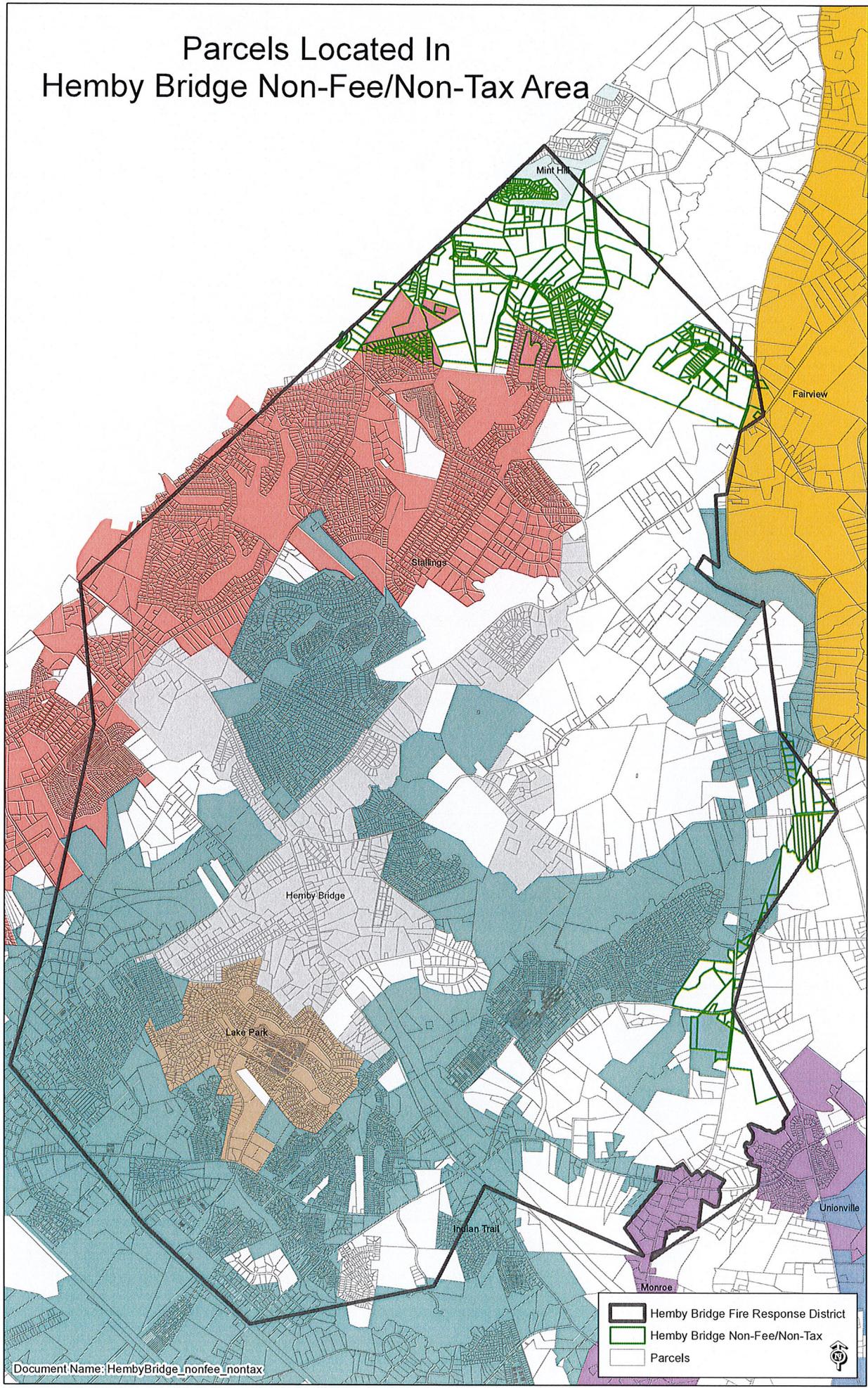


	Union County Boundary
	Hemby Bridge Fire District
	Parcels
Municipalities	
	Fairview
	Hemby Bridge
	Indian Trail
	Lake Park
	Mint Hill
	Monroe
	Stallings
	Unionville

Providence Rural Fire District



Parcels Located In Hemby Bridge Non-Fee/Non-Tax Area



TOWN OF STALLINGS
RESOLUTION CONSENTING TO INCLUSION IN THE PROVIDENCE AND HEMBY
BRIDGE FIRE AND RESCUE SERVICE DISTRICTS

WHEREAS, certain territory located within the municipal limits of the Town of Stallings lies within the boundaries of the existing fee-supported Providence Fire District (the “Fee-Supported Fire District”) and the existing Hemby Bridge Rural Fire Protection District (the “Rural Fire Protection District”); and

WHEREAS, provision of fire protection and rescue service (“Fire Services”) within the Fee-Supported Fire District is funded by the collection of certain Fire Fees, and Fire Services within the Rural Fire Protection District is funded by the collection of certain Rural Fire Protection District Special Taxes; and

WHEREAS, pursuant to The County Service District Act of 1973, G.S. §§ 153A-301 through 153A-310 (the “Act”), the Union County Board of Commissioners (the “Union County Board”) may define one or more county service districts within which the County may assess taxes to pay for the provision of Fire Services within the district(s); and

WHEREAS, the Union County Board is considering (i) abolishing the Fee-Supported Fire District and corresponding Fire Fees; (ii) setting the rate of Rural Fire Protection District Special Taxes at zero; (iii) establishing a tax-based Providence Fire and Rescue Service District within the same geographic area currently served by the Fee-Supported Fire District; and (iv) establishing a tax-based Hemby Bridge Fire and Rescue Service District (together with the Providence Fire and Rescue Service District, the “Fire Service Districts”) to provide Fire Services within the geographic area currently served by the existing Rural Fire Protection District, as well as to include certain areas currently outside of any fire funding district; and

WHEREAS, in accordance with the Act, tax revenues collected to support a particular Fire Service District may be used only to provide Fire Services within that Fire Service District and may not be reallocated to any other County fund or program; and

WHEREAS, a resolution of the governing body of the Town of Stallings consenting to inclusion in the proposed Fire Service Districts is required by the Act if such territory is to be included therein.

NOW, THEREFORE, BE IT RESOLVED that the Town of Stallings supports Union County’s desire to abolish the Fee-Supported Fire District, no longer levy Rural Fire Protection District Special Taxes, and establish the Fire Service Districts; and

BE IT FURTHER RESOLVED that the Town of Stallings consents to: (i) inclusion within the Providence Fire and Rescue Service District of territory located within the municipal limits of Stallings (including territory hereinafter annexed by Stallings), if such territory lies within the boundaries of the fee-supported Providence Fire District, as shown in Exhibit A, which is attached and incorporated herein by reference; and (ii) inclusion within the Hemby Bridge Fire and Rescue Service District of territory located within the municipal limits of Stallings (including territory hereinafter annexed by Stallings) if such territory lies within the boundaries of the Hemby Bridge Fire and Rescue Service District, as shown in Exhibit B, which

is attached and incorporated herein by reference.

This resolution is adopted this the ____ day of _____, 20__.



MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 1/22/20

RE: U-4913 Idlewild Road Widening – DOT Request

Purpose: This memorandum provides background and an update on the ongoing dialogue regarding NCDOT TIP Project U-4913 (Idlewild Road Widening).

Background:

- A previously issued memorandum dated 10/24/19 is enclosed below with a detailed background on the project. However, this memorandum includes a general overview of the project's status.
- The N.C. Department of Transportation ("DOT") and Town of Stallings have been engaged in an ongoing dialogue regarding U-4913 over the past year. The DOT and Town have had differing perspectives on the appropriate design for this project.
 - o The Town has previously expressed that one of its primary underlying concerns is that some of the design proposals for the corridor would conflict with the Town's adopted land use plans.
- Council called a special meeting on 10/28/19 with DOT representatives. DOT had requested this 10/28/19 meeting with the Town Council so there could be ongoing dialogue and to see if the Council would be willing to endorse one of DOT's design alternatives.
- At the 10/28/19 Council meeting, DOT reiterated three options:
 - o Option#1 - Six (6) lane divided with conventional intersections - \$20 million estimate (Staff had previously advised that a 6-lane option with Stevens Mill/Idlewild remaining a traditional full movement intersection is the DOT concept that most aligns with the Town's adopted land use plans).
 - o Option #2 - Six (6) lane divided with Michigan RCI at Stevens Mill - \$20 million estimate (DOT Preferred)
 - o Option #3 - One Way Pair Alternative - \$28 million estimate (requires a second bridge and more overall roadway
- At the 10/28/19 Council Meeting, DOT discussed the topic with the Council and requested a decision from Council on its preference prior to February 2020.

- On 11/1/19, DOT sent an email providing additional information to the Town Council.
- DOT sent a follow-up letter (dated 12/12/19 and enclosed) requesting the Council identify its preferred design alternative so that DOT could continue its design efforts and move towards delivering the project.
- At the 1/13/20 Council meeting, the Council requested the DOT respond to stormwater concerns regarding the Idlewild widening that residents from the Vickery subdivision had raised.

Update: Below is DOT's response to stormwater concerns:

"...back in August this project was suspended due to the NCDOT's cash balance issues. Due to this project being suspended and since we are still in discussions with the Town of Stallings on a preferred alternative we have not taken the plan design past public meeting map level. For this reason we do not have the design progressed enough to be in a position to accurately do any hydraulic or drainage design or calculations yet. When it comes to drainage, it is our standard design practice to perform a pre vs. post runoff analysis at each outfall location. This analysis is done to ensure no drainage area diversions and to evaluate any increases to runoff due to upgrades within the Department's right of way.

The possibility of energy dissipation or flow attenuation will be evaluated once these numbers are developed during the design phase. Special attention is paid to outfalls where downstream negative impacts are likely, such as in situations where downstream private systems may already be under-functioning as you describes below. Although this is standard design practice we will make the drainage designers aware of the potential issues in Vickery Subdivision whenever the project comes back on-line. Once we get farther into design we can talk with you more about exactly what our impacts may be and what we are going to do to mitigate for them."

(NOTE: The above was edited to separate text for ease of reading)

Next Steps: The DOT has requested the Council identify its preferred design alternative. The Council's options are to:

- 1.) Identify its preferred DOT concept;
 - 2.) Not approve one of the DOT's concepts and continue to try to negotiate;
 - 3.) Not approve one of the DOT's concepts and not try to continue to negotiate;
- or
- 4.) Take any other action deemed appropriate by the Council.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

December 12, 2019

Town Council of Stallings
315 Stallings Road
Stallings, NC 28104

The purpose of this letter is a follow-up to the presentation made at the October 28, 2019 Council meeting and a standing monthly meeting with staff on November 20, 2019. As outlined, the planning and design for this project commenced in 2017. Several iterations have been presented at the request of various stakeholders.

NCDOT is now seeking a response from the Town of Stallings regarding the alternative presented on October 28th. Since the alternative of One-Way pairs along the corridor has been declined, we still need to settle on a decision in regard to the Steven's Mill intersection.

In the e-mail of November 1st from Sean Epperson as a response to questions asked at the last Council Meeting he elaborated on the preference of a Michigan Left Reduced Conflict Intersection over a Traditional intersection at the Steven's Mill Road intersection for reasons of: Capacity, Safety, Roadway and Construction Impacts and Pedestrian Accommodations.

A response from the Council, identifying the Town's support of a preferred alternative is requested in order for us to continue design efforts so that we can move towards delivering this project.

Sincerely,


Brett Canipe, PE
Division Engineer
NCDOT Division 10

CC: Timothy M. Boland, PE – Division Project Development Engineer
Sean M. Epperson, PE – Division Team Lead
Travis Preslar, PE – Project Manager
Lynn Paxton, District 3 Council Member
Alex Sewell – Stallings Town Manager

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Telephone: (704) 983-4400
Fax: (704) 982-3146
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
716 WEST MAIN STREET
ALBEMARLE, NC 28001



MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 10/24/19

RE: U-4913 Idlewild Road Widening – Special Meeting

Purpose: This memorandum provides background on the ongoing dialogue regarding NCDOT TIP Project U-4913 (Idlewild Road Widening) in anticipation of the 10/28/19 Special Meeting with DOT.

Background:

- The N.C. Department of Transportation (“DOT”) and Town of Stallings have been engaged in an ongoing dialogue regarding U-4913 over the past year. One of the Town’s primary underlying concerns is that some of the proposals for the corridor would be antithetical and even destructive to the Town’s already adopted land use plans for the area.
- An Idlewild Work Team was established consisting of the Council Member Paxton, Town Manager Alex Sewell, Planning Director Lynne Hair, Town Engineer Chris Easterly, Planning Consultant Demetri Batches, and Traffic Engineer Consultant Randy Goddard. This Idlewild Work Team has been the primary working body for evaluating DOT’s proposals and providing recommendations to the Town Council on the topic.
- Recently, DOT shared two U-4913 conceptual design maps. These maps were a part of the feedback conversation at the 7/25/19 DOT public open house with local officials and the public.
- At the 7/8/19 Council meeting, the Council provided direction on what the Council agreed and disagreed with regarding DOT’s design maps. The Council directed staff to file these concerns with DOT directly and through a Charlotte Regional Transportation Planning Organization (CRTPO) process. This communication is dated 7/16/19 and is enclosed at the bottom of this document including the Town’s desired cross section. In this communication, the Town expressed the following concerns to DOT:
 - o The Michigan-left/superstreet concept design for the Stevens Mills Road and Idlewild Road intersection is antithetical to the Town’s adopted plan. The Town would request that the intersection of Stevens Mill Road and Idlewild Road be a traditional full-access

intersection. If a traditional full-access intersection is not possible, the Town would also find a roundabout for this intersection acceptable.

- As previously indicated, the Town would be willing to accept going from a 4-lane to a 6-lane section for this corridor if done in accordance with the enclosed cross section.
- The Town would eventually like for there to be a 14' multi-way path on the northeastern/non-shopping center side of Idlewild Road. Much of this area is undeveloped and so the Town wants developers to cover the cost of installing this 14' multi-way path as those particular properties develop and not taxpayers. As a result, the Town is not committing to pay for any sidewalk betterments but requests that DOT leave enough space for sidewalks to be done in accordance with the enclosed cross-section. This way developers will fund these improvements as development happens and not taxpayers.
- In addition to the DOT design maps that were the subject of the 7/25/19 DOT public input session, the DOT provided the Town with additional alternative design concepts from DOT's Mobility and Safety Division in Raleigh including a one-way pair concept.
- On 7/23/19, the Town Work Team met to evaluate the additional design concepts presented by DOT with the goal of providing a recommendation for the Town Council's consideration regarding the one-way pair concept.
- On 8/12/19, the Town Council opted to not to pursue the one-way pair concept because it did not see it as a feasible option. Instead, the Council determined it would notify the DOT of its decision and reiterate its previous position. A letter dated 8/15/19 was sent to DOT and is enclosed below.

Update:

- On 9/9/19, the Town Council agreed to reconsider the one-way pair concept after learning that DOT would be sharing more in-depth information in the coming weeks.
- On 9/17/19, members of the Idlewild Work Team met with the DOT to go over the more in-depth information on the one-way pair concept. Based on this new information, the Idlewild Work Team members concluded that existing conditions are too limited for one-way pair implementation in the Idlewild corridor because existing residential properties would need to be removed to accommodate the design.
- On 9/17/19, DOT requested that it meet with the Town Council to see if the Council would be willing to approve one of the two design concepts it

presented at the 7/25/19 open house. As a result, the Council called a special meeting on 10/28/19 at 6:00 PM.

Options: The Council's options are to:

- 5.) Approve one of the DOT concepts;
 - 6.) Not approve one of the DOT's concepts and continue to try to negotiate;
 - 7.) Not approve one of the DOT's concepts and not try to continue to negotiate;
- or
- 8.) Take any other action deemed appropriate by the Council.

Analysis: The con of approving one of the DOT's concepts is that none of the concepts presented are exactly what the Town is seeking. Indeed, the enclosed documentation shows that the Town has consistently held the position that DOT's concepts for the Idlewild corridor do not align with the Town's already adopted land use plans for the area. It is possible that if the Town holds out longer that DOT might make more concessions.

The counterargument is that the Town and DOT have been negotiating for over a year on this project and we appear to be at a stalemate. Notably, DOT can proceed with this project without Town approval. Now could be the Town's window of opportunity to get a more preferred option (even if it's not exactly what we want) before the DOT moves on with a less preferable option.

If Council is open to approving one of the DOT's concepts, staff's opinion is that, the 6-lane option with Stevens Mill/Idlewild remaining a traditional full-movement intersection is the DOT concept that most aligns with the Town's adopted land use vision.



July 16, 2019

RE: Project U-4913 (Idlewild Road Corridor)

Dear DOT and CRTPO Officials,

On behalf of the Stallings Town Council, I write today regarding TIP Project U-4913. As you know, this Project involves improvements to the Idlewild Road corridor partly located within the Town of Stallings. For over the past year, DOT and the Town of Stallings have been engaged in an ongoing dialogue regarding U-4913. The Town of Stallings is appreciative of DOT's willingness to have a dialogue and wants to express our respect and appreciation to our local DOT officials. Both DOT and the Town of Stallings believe that transportation improvements are greatly needed in this area.

Recently, our DOT colleagues have shared several U-4913 conceptual designs. These designs will be part of the feedback conversation at an upcoming 7/25/19 DOT public input session. The Town supports several aspects of these conceptual designs including:

- 1.) The Town supports the diverging diamond interchange conceptual configuration. As you know, the diverging diamond design is unusual in that it requires traffic to briefly drive on the non-typical opposite side of the road. While there will likely be some growing pains as unfamiliar motorists become accustomed to this design, the Town believes this design will ultimately benefit our community's transportation network by improving efficiency of the interchange.
- 2.) The Town supports the dual lane roundabout at the realigned Stallings Road and Hooks Road intersection.

While emphasizing our respect for our DOT colleagues and areas of mutual agreement, the Town of Stallings has deep concerns about certain aspects of the proposed U-4913 conceptual designs. Indeed, certain aspects of the U-4913 concept designs are antithetical and even destructive to the Town's already adopted Idlewild Road Corridor Small Area Plan.

The Town spent years and hundreds of thousands of dollars overhauling our community's development plans including the adopted Idlewild Road Corridor Small Area Plan. The Idlewild Road Corridor Small Area Plan envisions an integrated development supported by uses that are typical for markets within metropolitan areas having similar accessibility and locational contexts. The intent of the Idlewild Road Corridor Small Area Plan is to capture and orient these uses to support not only regional needs sustained by the auto-oriented access provided by I-485, but to also create a critical mass that enables the creation of jobs, fosters a good proportion of retail servicing local needs, and integrates these

options in close proximity. The concept designs for U-4913 essentially installs an ever-expanding highway in the middle of our already adopted mixed-use plan. This will be destructive to the Town's adopted vision for the Idlewild Road Corridor.

The Town's concerns are generally described as follows:

- 1.) The Michigan-left/superstreet concept design for the Stevens Mills Road and Idlewild Road intersection is antithetical to the Town's adopted plan. The Town would request that the intersection of Stevens Mill Road and Idlewild Road be a traditional full-access intersection. If a traditional full-access intersection is not possible, the Town would also find a roundabout for this intersection acceptable.
- 2.) As previously indicated, the Town would be willing to accept going from a 4-lane to a 6-lane section for this corridor if done in accordance with the enclosed cross section.
- 3.) The Town would eventually like for there to be a 14' multi-way path on the northeastern/non-shopping center side of Idlewild Road. Much of this area is undeveloped and so the Town wants developers to cover the cost of installing this 14' multi-way path as those particular properties develop and not taxpayers. As a result, the Town is not committing to pay for any sidewalk betterments but requests that DOT leave enough space for sidewalks to be done in accordance with the enclosed cross-section. This way developers will fund these improvements as development happens and not taxpayers.

The Town Council has instructed Town staff to file our concerns with DOT and also through the CRTPO process.

Sincerely,

Mayor Wyatt Dunn
Town of Stallings

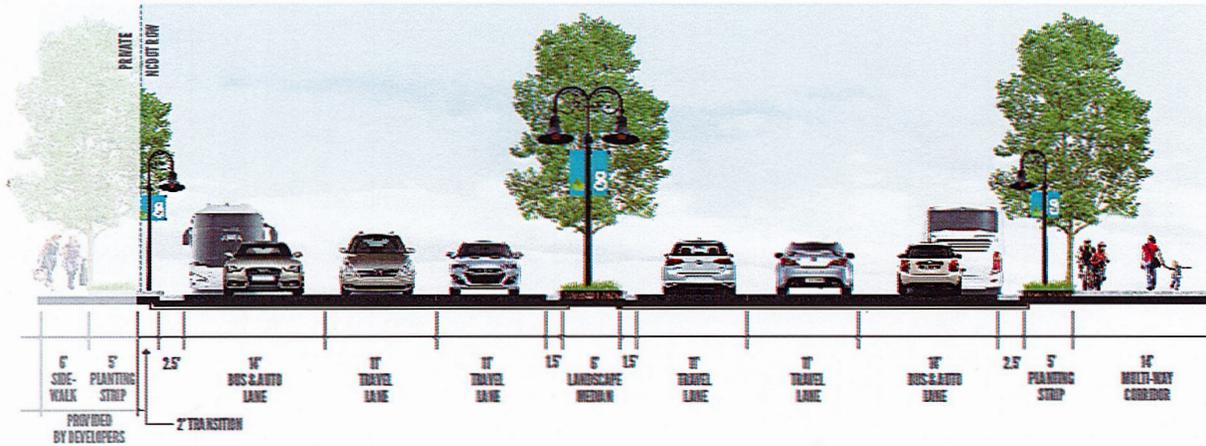
CC:

Robert Cook, CRTPO
Neil Burke, CRTPO
Scott Cole, NCDOT
Sean Epperson, NCDOT
Alex Sewell, Town of Stallings
Chris Easterly, Town of Stallings

fall back

107

127' @ Intersections
(with addition of (2) 10' left turn lanes)



idlewild boulevard section



Town of
Stallings

315 Stallings Road • Stallings, North Carolina 28104

August 15, 2019

RE: Project U-4913 (Idlewild Road Corridor Widening)

Dear DOT and CRTPO Officials,

For over the past year, DOT and the Town of Stallings have been engaged in an ongoing dialogue regarding Project U-4913. The Town wants to express our ongoing respect and appreciation to our local DOT officials. While communicating our respect, the Town has also expressed on numerous occasions serious concerns that certain aspects of DOT's designs would be antithetical and even destructive to the Town's previously adopted land use plans (see enclosed 7/16/19 letter).

In July, the DOT shared several U-4913 conceptual designs and held a public input session. In the same month, DOT also shared with the Town several additional conceptual design alternatives from NCDOT's Mobility and Safety Division including a one-way pair concept. The Stallings Town Council has discussed this information and is appreciative of DOT sharing alternative configurations. The Council likes certain aspects of the one-way pair concept but also has concerns.

Ultimately, the Council does not see the one-way pair as a feasible option for two primary reasons. First, the cost to enact such a project would likely be exorbitant and exceed the current budget by a significant margin. Second, the one-way pair design is a significant change from the current design concept alternatives being presented. However, DOT's stated project milestone timeline is insufficient for the proper development and evaluation of this concept in this location, and any subsequent hard design. Specifically, the Town Council believes more than a very high-level concept design is needed to properly evaluate certain key design features such as intersection design and street cross sections to understand how a one-way pair would function and impact our community. DOT's timeline does not provide enough time for such a process and subsequent hard design of such a significant change.

As a result, the Town would like to reiterate its concerns/recommendations as follows:

- 1.) The Michigan-left/superstreet concept design for the Stevens Mills Road and Idlewild Road intersection is antithetical to the Town's adopted plan. The Town would request that the intersection of Stevens Mill Road and Idlewild Road be a traditional full-access intersection. If a traditional full-access intersection is not possible, the Town would also find a roundabout for this intersection acceptable.
- 2.) As previously indicated, the Town would be willing to accept going from a 4-lane to a 6-lane section for this corridor if done in accordance with the enclosed cross section.

3.) The Town would eventually like for there to be a 14' multi-way path on the northeastern/non-shopping center side of Idlewild Road. Much of this area is undeveloped and so the Town wants developers to cover the cost of installing this 14' multi-way path as those particular properties develop and not taxpayers. As a result, the Town is not committing to pay for any sidewalk betterments but requests that DOT leave enough space for sidewalks to be done in accordance with the enclosed cross-section. This way developers will fund these improvements as development happens and not taxpayers.

Sincerely,

Stallings Town Council



MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 1/23/20

RE: Funding Acceleration - U-6901 - Chestnut/Matthews-Weddington Roundabout

Purpose: This memorandum's purpose is to provide background and seek direction regarding a delay in NCDOT's U-6901 project and the Town potentially getting involved in helping to accelerate funding.

Background:

- In 2018, a transportation impact analysis ("TIA") found that the westbound approach on Chestnut Lane at the intersection with the Matthews-Weddington and Chestnut Lane intersection currently operates at a level of service "F" during both the AM and PM peak hours (this is the lowest category and indicates long delays).
 - o The TIA found this was likely due to the heavy traffic traveling northbound and southbound along Matthews-Weddington Road, allowing for minimal gaps for left-turning traffic on the westbound approach.
- The N.C. Department of Transportation ("NCDOT") plans to add a roundabout at this intersection (Project U-6901).
- On 8/13/18, the Town Council approved a municipal agreement with NCDOT whereas the Town committed \$350,000 as a "betterment" towards construction costs to add three turn lanes (SB left, NB right, and WB right) to add additional capacity to the roundabout.
 - o The Town agreed to pay \$50,000 once ROW acquisition was complete with the remaining \$300,000 to be paid post-construction.
 - o At the time this commitment was finalized, ROW acquisition was projected to begin Spring 2019 and construction was projected to begin Summer 2020.
- Subsequently, DOT reported that it had a significant¹ budget deficit for U-6901 that would likely cause the project to be delayed indefinitely unless new funding could be identified.

¹ The current STIP allocation at the time was \$1,096,00 for the project (not including the betterment turn lanes) while the preliminary cost estimate for the project at the time was \$3,140,000 (with the turn lanes).

- To cover the budget deficit, DOT requested that the Town allow DOT to utilize the Town’s committed \$350,000 contribution (now designated as a “betterment” for additional turn lanes) in a different way. Specifically, the DOT proposed using the Town’s \$350,000 contribution as part of the required minimum 20% match so that DOT could reportedly request additional funds from the Charlotte Regional Transportation Planning Organization (CRTPO). DOT reported that DA funds received would cover the Town requested turn lanes and help offset the larger project budget deficit between allocated STIP funding and preliminary engineering estimates.
 - o NCDOT indicated that the Town’s commitment of \$350,000 would not increase even if project costs were to increase.
- On March 25, 2019, the Town Council approved DOT’s requested fund shift, paying \$50,000 once right-of-way acquisition was complete and \$300,000 to be paid post-construction with the completion to be done Summer 2020 and contingency on NCDOT returning the money if the project did not proceed.
- On June 24, 2019, the Town Council approved a development agreement with developer Terwilliger Pappas for a project adjoining the proposed location of U-6901. This agreement included the following language (emphasis added):

28. **Roundabout Improvements.** In the event NCDOT Project U-6091 (the “Roundabout”) is not fully funded by the North Carolina Department of Transportation (“NCDOT”) by August 31, 2019, Developer shall immediately contact NCDOT and offer to use its best efforts to work with NCDOT 8 to insure completion of the Roundabout, which efforts may include providing sitework, stormwater mitigation, easements, grading, facilitating utility relocation and providing a financing mechanism that is acceptable to the Developer and NCDOT. No such agreement or financial mechanism shall obligate the Town to reimburse Developer for such funding or improvements other than the amount of \$350,000 (the “Town’s Share”) that the Town has already committed to the Roundabout. These efforts on the part of Developer are offered in order to meet the Town’s objective of installing the Roundabout and are in addition to the TIA Requirements and the voluntary contribution by Developer of \$87,500 toward the Town’s Share.

Update:

- NCDOT has notified the Town that, although U-6901 is an approved project, the funding is not available due to a statewide funding shortage. Without this funding, NCDOT indicates that construction for the project will not begin in Summer 2020.
- NCDOT reports that there is no definite timeframe of when construction would begin but the earliest it would likely be is the Summer of 2022.
- Terwilliger Pappas contacted DOT and proposed a funding solution wherein the project would stay on schedule through Terwilliger Pappas advancing funding to NCDOT, provided these funds are reimbursed to developer once NCDOT receives the proper budget allocation for the project.
- NCDOT reports that it is not legally permissible for NCDOT to enter into a reimbursement agreement with developer but proposed that the Town serve as a conduit for such an arrangement. As a result, to accomplish this structure then the Town would need to enter into separate agreements with both NCDOT and Terwilliger Pappas.
- The Town Attorney has advised that both NCGS §160A-309 and §160A-499 authorize the Town to enter into a contract with a developer for roadway improvement and enter into a reimbursement agreement with a developer.
- The Town Attorney has advised that neither of the enclosed agreements would not require approval by the North Carolina Local Government Commission because it would not constitute a debt of, or borrowing by, the Town or obligate the Town to reimburse the developer for the roundabout funds but shall merely constitute an agreement for the Town to deliver the roundabout funds from Terwilliger Pappas to NCDOT and any reimbursement funds from NCDOT to Terwilliger Pappas.
- The Town Attorney has reviewed and approved both agreements with NCDOT and Terwilliger Pappas and drafted an appropriate ordinance and resolution needing approval if the Town seeks to help advance funding.

NCDOT Draft Agreement:

- A full breakdown of estimated costs is contained in the attached draft agreement. This memorandum is not an exhaustive overview of the draft agreements but includes some of the highlights.
- Right of Way Phase - The right of way phase cost is estimated to cost \$525,000. NCDOT has indicated this is a conservative estimate erring on the high side.
 - o Under the agreement, NCDOT will provide \$475,000 of the \$525,000.
 - o The Town would provide the remaining \$50,000 from funds already committed, becoming due when the agreement is executed. This \$50,000 is part of the \$350,000 the Town has already committed.

- The agreement indicates that the Town will be responsible for additional costs above \$525,000 (if applicable). (Please note that Terwilliger Pappas has committed in the separate draft agreement with the Town that Terwilliger Pappas will provide the Town with any additional funds above \$525,000 to provide to NCDOT).
- Construction Phase – The roadway project phase is estimated to cost \$1,500,000.
 - The Town will provide \$300,000 prior to the project being let. This amount is part of the \$350,000 the Town has already committed to the project and will not be reimbursed.
 - NCDOT will provide funds for 80% of the estimated construction costs (80% = \$1,200,000) but the Town will provide this funding to be reimbursed by NCDOT as indicated in the agreement.
 - NCDOT will responsible for total costs up \$2,078,000 (including the initial \$1,500,000) but the Town will provide this funding to be reimbursed by NCDOT as indicated in the agreement.
 - The agreement indicates that the Town will be responsible for additional costs above \$2,078,000. (Please note that Terwilliger Pappas has committed in the separate draft agreement with the Town that Terwilliger Pappas will provide the Town with any additional funds to provide to NCDOT and indemnify and hold the Town harmless against any claims by NCDOT regarding the Town’s agreement with NCDOT).
- Waterline Relocation/Betterment
 - These costs are split: NCDOT is covering \$396,747 and Union County is covering \$178,249.
 - The Town is responsible for advancing funding DOT’s portion of this betterment to be reimbursed later. Notably, this amount counts toward the \$2,078,000 reimbursement cap. However, please note that Terwilliger Pappas has committed in the separate draft agreement with the Town that Terwilliger Pappas will provide the Town with any additional funds to provide to NCDOT.
- Developer Requested Upgrades – Developer is covering \$351,000 in project upgrades and the Town is not involved with this.
- Payment
 - Upon execution of the Agreement, the Town would provide a check for \$50,000 for right-of-way costs.
 - Prior to advertisement of bids, the Town will provide \$300,000.
 - Prior to NCDOT awarding the construction contract, the Town will provide the actual bid amount minus \$300,000. For example, the current estimated amount is \$1,896,747 minus the \$300,000 already

provided by the Town which would mean that \$1,596,747 would be advanced by the Town prior to NCDOT awarding the construction contract. Again, this number is based on NCDOT's estimates.

- The reimbursement amount based on current estimates is \$1,636,985.02 for roadway project and waterline relocation costs and includes an inflation factor of 1.0252 (\$1,596,747 is the original estimated reimbursable amount prior to applying the escalation factor). NCDOT has indicated that the inflation factor is required per General Statutes.

Terwilliger Pappas Draft Agreement:

- This agreement specifies that this agreement does not constitute a debt of or borrowing by, the Town or obligate the Town to reimburse Terwilliger Pappas for roundabout funds but shall merely constitute an agreement for the Town to deliver the roundabout funds received from NCDOT to Terwilliger Pappas.
 - In the event that NCDOT does not provide any reimbursement for this project to the Town, the Town shall have no obligation to deliver funds to Terwilliger Pappas.
- Prior to NCDOT awarding a construction contract, Terwilliger Pappas shall provide the Town with \$1,596,747 meaning construction will not start until Terwilliger Pappas provides the required funding to the Town.
- Developer shall pay any additional costs required by NCDOT to be paid by the Town related to the right of way phase, construction, and waterline relocation/betterments.
- The agreement includes an indemnity clause indicating that Terwilliger Pappas shall indemnify and hold harmless the Town from and against all claims, demands, causes of action and other liability to the NCDOT.
- Please note that the Town of Cary has used this form of agreement previously.

Next Steps: If Council desires to have the Town help advance funding, the next steps are as follows:

- Approve the enclosed ordinance allowing reimbursement agreements for roadway improvements;
- Approve the resolution authorizing the use of a reimbursement agreement;
- Approve the agreement between the Town and Terwilliger Pappas;
- Approve the agreement between the Town and NCDOT;
- Direct staff to develop the appropriate budget mechanisms and bring back for Council's consideration; and

- Authorize staff to take action to ensure the execution of the above directives.

Ordinance Allowing Reimbursement Agreement for Roadway Improvements

WHEREAS, pursuant to North Carolina General Statute 160A-299 the Town of Stallings, North Carolina has the power to regulate the use of the public streets, sidewalks, alleys, and bridges; and under NCGS §160A-309 a Town may contract with a developer or property owner for public intersection or roadway improvements that are adjacent to a private land development project; and under NCGS §160A-499 a Town may enter into a reimbursement agreement with a private developer and property owners for the design and construction of municipal infrastructure that is included on the Town's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, the Town Council of the Town of Stallings, North Carolina desires to create an ordinance setting forth the procedures and terms under which such agreements may be approved;

NOW THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Stallings, North Carolina, that the Town Manager for the Town of Stallings may approve an intersection and roadway improvement reimbursement agreement with private developers and property owners for the construction of infrastructure that is included on the Town's Capital Improvement Plan and serves the developer or property owner. The entity completing the work under the reimbursement agreement must solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for work that would have required competitive bidding if the contract had been awarded by the Town. The agreement shall come before the Town Council for approval.

ADOPTED this the ____ day of _____ 2020.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

RESOLUTION AUTHORIZING THE USE OF A REIMBURSEMENT AGREEMENT

WHEREAS, North Carolina General Statute §160A-499 authorizes the Town to enter into reimbursement agreements with private developers for the design and construction of municipal infrastructure that is included on the Town's Capital Improvement Plan; and,

WHEREAS, the North Carolina Department of Transportation ("NCDOT") has prepared and adopted plans to make certain street and highway improvements within the Town of Stallings (the "Town") under Project U-6091, known as the Weddington-Matthews Road at Chestnut Lane Roundabout (the "Roundabout"); and,

WHEREAS, at their Town Council meeting on June 24, 2019 the Town approved a Development Agreement (the "Development Agreement") between the Town and a single-purpose limited liability company created by Terwilliger Pappas Multi-Family Partners, LLC (the "Developer"); and,

WHEREAS, paragraph 28 of the Development Agreement provides that if the Roundabout is not fully funded by NCDOT by August 31, 2019, Developer shall offer best efforts to work with NCDOT to insure completion, including the creation of a funding mechanism that is acceptable to the Developer and NCDOT and that no such agreement or funding mechanism shall obligate the Town to reimburse the Developer for such funding or improvements other than the amount of \$350,000 (the "Town's Share") that the Town has already committed to the Roundabout; and,

WHEREAS, the Development Agreement further provides that the efforts on the part of the Developer described in paragraph 28 thereof are offered in order to meet the Town's objective of installing the Roundabout; and,

WHEREAS, NCDOT and Developer have agreed on a funding mechanism in accordance with the terms of the Development Agreement; and,

WHEREAS, the funding mechanism (the "Roundabout Funding") involves an arrangement whereby (i) the Developer shall provide the Town with the amount of \$1,596,747.00 (the "Roundabout Funds") in the first quarter of 2020 in order for the Town to advance the Roundabout Funds to NCDOT for use in the completion of the Roundabout and, (ii) in NCDOT's next budget appropriation, when NCDOT allocates funds for project U-6091, NCDOT shall fund the Roundabout Funds to the Town for payment to Developer. Developer shall cover all additional costs as required per the NCDOT municipal agreement.

NOW, THEREFORE, BE IT RESOLVED that the Roundabout Funding described above is hereby formally approved by the Town Council of the Town of Stallings and that the Town

Manager and Clerk of this Town are hereby empowered to sign and execute agreements with NCDOT and the Developer to enable the Roundabout Funding; provided however, the agreement between the Town and the Developer shall clearly state that such agreement or funding mechanism shall not constitute a debt of, or borrowing by, the Town or obligate the Town to reimburse the Developer for the Roundabout Funds but shall merely constitute an agreement of the Town to deliver the Roundabout Funds received from NCDOT to the Developer.

Adopted this the _____ day of _____, 2020.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 3/21/19
RE: Chestnut/Matthews-Weddington Roundabout Project

Purpose: This memorandum's purpose is to provide an update regarding the N.C. Department of Transportation's "DOT" planned roundabout project at the intersection of Chestnut/Matthews-Weddington Roads and seek direction on how to proceed.

Background: DOT plans to add a roundabout at the intersection of Chestnut and Matthews-Weddington Roads. The Town of Stallings has committed \$350,000 as a "betterment" towards construction costs to add three turn lanes (SB left, NB right, and WB right). The Town agreed to pay \$50,000 once ROW acquisition was complete with the remaining \$300,000 to be paid post-construction.

At the time this commitment was finalized, ROW acquisition was projected to begin Spring 2019 and construction was projected to begin Summer 2020.

Update: DOT reports that it is having cost challenges with the project (which is currently at 65% design). The current STIP allocates \$1,096,000 for the project (not including our turn lanes). The most recent preliminary cost estimate is at \$3,140,000 (with our turn lanes). DOT cites the following primary reasons for the cost difference: CRTPO requiring a 45% contingency, relocation of utility lines, and rising construction costs.

DOT is seeking ways to cover the projected budget deficit and allow the project to remain financially viable. As a result, DOT has requested that the Town allow DOT to utilize the Town's committed \$350,000 contribution (now designated as a "betterment" for additional turn lanes) in a different way. Specifically, the DOT is proposing using the Town's \$350,000 contribution as part of the required minimum 20% match so that DOT can reportedly request additional funds from CRTPO (DA funds). DOT reports that DA funds received would cover the Town requested turn lanes and help offset the larger project budget deficit between allocated STIP funding and preliminary engineering estimates.

DOT anticipates it is likely that these funds will be obtained if the Town gives permission and that this would reportedly allow the project to likely stay on schedule (ROW acquisition this Spring and construction to begin Summer 2020).

If the Town were to agree, DOT reports there would need to be several actions. First, the Town would likely need to enter into a new agreement with DOT. Second, the Town would need to fund its commitments at the outset of each phase instead of at the end of each phase (i.e. instead of \$50,000 after ROW acquisition and \$300,000 post-construction, it would be \$50,000 prior to ROW acquisition and \$300,000 prior to construction).

DOT has advised that if this is not something the Town is willing to do, then this project would likely be delayed indefinitely until funding is obtained.

Financial Impact: The Town's \$350,000 commitment for this project is currently reserved within the Town's Fund Balance. Staff advise there is not a detriment to the Town in expending these funds sooner than anticipated.

Timeframe: The DOT anticipates applying for DA funds in early April. As a result, DOT will need an answer as soon as possible.

Decision-Point: Whether to agree to allow DOT to put the \$350,000 that was designated by the Town as a "betterment" for turn lanes and put it towards the required 20% match which will reportedly allow DOT to request additional funds (DA funds) from CRTPO to cover the turn lanes and help offset the project budget deficit.



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/20/18
RE: Chestnut Roundabout – Local Commitment

Purpose: This memorandum's purpose is to inform the Town Council about DOT's recent communications regarding the Chestnut Roundabout, and to seek direction on how to proceed.

Background: See enclosed 6/7/18 memorandum for background prior to the 6/11/18 Town Council Meeting.

On 6/11/18, the Town Council voted to commit \$350,000 in construction costs for upgrading the State roadway infrastructure/roundabout at the intersection of Chestnut Lane and Matthews Weddington Road. The DOT had previously informed the Town that this \$350,000 would become due post-construction.

To start the process of creating a formal agreement, staff contacted DOT and informed them of the Council's decision. DOT informed staff that the Town would need to pay \$50,000 in ROW acquisition costs and then \$300,000 after construction. The Town's total commitment from the Town remains unchanged at \$350,000.

The difference here is \$50,000 could come due in either FY 2018-19 or FY 2019-20 once ROW acquisition is complete, with the remaining \$300,000 becoming due upon after construction. If this is acceptable to the Town Council, then staff will notify the DOT to start crafting an agreement.

Timetable: ROW acquisition is projected at Spring 2019. Construction is scheduled to begin Summer 2020.

Funding: While the Town has not yet firmly identified funds for this project, there was discussion about asking other area jurisdictions and developers to help with this project.

The Town has set aside \$175,000² for transportation funds in FY 18-19. The Town Council will ultimately decide how these funds are spent. However, the items discussed during the FY 18-19 budget development process included Monroe Bypass enhancements, Chestnut Sidewalk Enhancements, Transportation Impact Analysis (TIA) creation, and placing the Town logo on the Highway 74/Stallings Road water tower.

Of that \$175,000, \$7,000 is taken up by the TIA development cost. Of the remaining \$168,000, \$50,000 could be restricted for ROW acquisition for the Chestnut Roundabout. This leaves \$118,000 left for remaining projects or could be used to start saving for the remaining \$300,000 owed for Chestnut Roundabout project after construction. Alternatively, the Town could identify fund balance as the funding source, identify other jurisdictions/developers as the funding source, identify funding later, or any combination of the previous.

² The original amount was \$167,500 but the Town Council approved a Parks & Recreation Master Plan contract that was \$8,500 less than the original budgeted amount, with the remaining \$8,500 planned to go towards transportation enhancements. This budget transfer between expenditures has not formally been approved yet.



TO: Mayor Dunn; Town Council
FR: Alex Sewell
DATE: 6/7/18
RE: Chestnut Roundabout – Local Commitment

Purpose: This memorandum’s purpose is to inform the Town Council about the option of funding an upgrade for the Chestnut/Matthews Weddington roundabout.

Background: NCDOT plans to put in a roundabout at the intersection of Chestnut Lane and Matthews Weddington Road. While the project construction was originally slated for Summer 2019, it has been pushed back to the more likely timeframe of Summer 2020. Right-of-way acquisition is scheduled to begin Spring 2019.

DOT has indicated that the roundabout, as currently conceived, will not reach failure until about 2032. Adding a single turn lane does not help much. Adding a SB left and NB right gets it to 2035. Adding a SB left and WB right gets it to 2047. Adding all three would bring the anticipated failure date to about 2057. All DOT calculations here assume a 2% growth rate.

To add all three turn lanes, the DOT would require the Town to pay the construction cost of approximately \$350,000. DOT would be responsible for the costs for right-of-way acquisition, utilities, and design.

Decision Timeline: DOT has notified the Town that, in order to stay on schedule for this project, the Town would need to commit to the local commitment in June 2018. However, the local commitment would likely not become due until post-construction, meaning that it would not be due in the upcoming FY 18-19.

Funding: The Town does not currently have any funding identified for the approximate \$350,000 local commitment, so if the Town Council opts to commit, it will likely need to come from reserves (fund balance).

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT**

UNION COUNTY

DATE: 01/24/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-6091

AND

WBS Elements: 47855.2.1

47885.3.1

TOWN OF STALLINGS

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Stallings , a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-6091, in Union County; and,

WHEREAS, the Department and the Municipality entered into an Agreement (#8110), executed September 7, 2018, for the Municipality to provide funding for betterments requested by the Municipality; and,

WHEREAS, the Project Scope has been expanded to incorporate those betterments; and,

WHEREAS, the Municipality has obtained, at the request of and through the administration of the Department, additional STBGDA funding from the Charlotte Regional Transportation Planning Organization (CRTPO) and has agreed to provide the non-federal match to the federal funding; and,

WHEREAS, this Project has been identified by CRTPO as being eligible for a fund swap where CMAQ funds will replace the STBGDA funds; and,

WHEREAS, General Statute §136-66.8 also provides a mechanism for the Department to reimburse the monies paid by the Municipality at the future programmed project funding amount, as identified and scheduled in the State Transportation Improvement Program (STIP); and,

WHEREAS, the Department has included provisions to allow the Municipality to advance funding to the Department in order to accelerate the project schedule; and,

WHEREAS, this Agreement will replace and supersede the previous agreement, executed September 7, 2018; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly through applicable legislation; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of construction of a roundabout on SR 1344 (Matthews-Weddington Road) at SR 1362 (Chestnut Lane) and includes the Municipality's requested improvements of a northbound right turn lane, a southbound left turn lane, and a westbound right turn lane.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

UTILITIES

4. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

6. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

COSTS AND FUNDING

7. In the event the Project is accelerated pursuant to paragraph 13 of this Agreement, the Municipality shall participate in the costs of the Project as follows:
 - A. Right of Way Phase
 - i) The estimated cost of the Right of Way Phase is \$525,000. The Department will use DA funds and CMAQ funds for the federal share of the Right of Way costs up to \$420,000. The Municipality shall provide \$50,000 to be used towards the non-federal match. The Department will be responsible for the remaining \$55,000 of non-federal match.
 - ii) If the actual cost of the right of way phase exceeds \$525,000, the Municipality will be responsible for all additional costs.

B. Construction Phase

i) Roadway Project (not including waterline and Developer work):

(1) The estimated cost of the roadway project is \$1,500,000. The Department will use CMAQ funds for the federal share (80%) of the construction costs in the amount of \$1,200,000. The Municipality shall provide \$300,000 as the non-federal match (20%).

(2) If the actual cost of the roadway project exceeds \$1,500,000 but not more than \$2,078,000, then the Department shall be responsible for those costs, using Federal CMAQ funding and State (non-federal) match. If the actual cost of the roadway project exceeds, \$2,078,000, the Municipality will be responsible for all additional costs.

ii) Waterline Relocation and Betterment

The estimated cost of the relocation of Union County waterline and betterment is \$574,996. The Department will participate in the actual relocation costs and the County will provide funding for the betterment work under a separate agreement.

iii) Developer Work

The estimated cost of additional work that has been requested by the Developer is \$351,000. Funding for this work shall be provided by the Developer under a separate agreement.

COSTS AND FUNDING TABLE

Phase of Work	Estimated Costs	Funding	Responsible Party	Payment Terms
ROW	\$525,000	\$420,000 (FEDERAL)	NCDOT	N/A
		\$55,000 (STATE)		
		\$50,000	Municipality	Upon execution

CONSTRUCTION				
	Estimated Costs	Funding	Responsible Party	Payment Terms
Roadway Project	\$1,500,000	\$1,200,000 (CMAQ)	NCDOT	N/A
		\$300,000	Municipality	Prior to Advertisement
Waterline Relocation/Betterment	\$574,996	\$317,397 (CMAQ) \$79,350 (STATE)	NCDOT	N/A
		\$178,249	Union County	Under separate agreement
Developer Work	\$351,000	\$351,000	Developer	Under separate agreement
TOTAL ESTIMATED COST		\$2,425,996		

PAYMENT TERMS AND TIMING

8. Upon execution of this Agreement, the Municipality shall provide a check for \$50,000 to be used towards the non-federal share of the right of way costs. Prior to the advertisement of bids, the Municipality shall provide a check for \$300,000 to be used towards the non-federal share of the estimated roadway project construction costs.

9. Upon opening bids, if the low bid amount for the roadway project work (not including waterline relocation or developer work) exceeds the estimated cost of \$1,500,000, but is equal to or less

than \$2,078,000 (maximum of CMAQ plus non-federal match), then the Department will authorize additional CMAQ funds to be used towards 80% of the additional costs and will provide the non-federal match. If the low bid exceeds \$2,078,000, then the Municipality will be responsible for providing the additional funding. The Department will not proceed to award of contract until additional funds are provided.

10. Upon completion of the Project, the Department will calculate the actual costs of the Roadway Project. If the costs of the Roadway Project are less than \$1,500,000, the Department shall reimburse the Municipality's overpayment in the cost share noted in the Costs and Funding Table. If costs exceed \$2,078,000, then the Municipality shall be responsible for the shortfall. The Department will invoice the Municipality.
11. For all payments due to the Department, reimbursement shall be made within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
12. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

PROJECT SCHEDULE ACCELERATION AND ADVANCE PAYMENT

13. The Project is currently scheduled to be let in March of 2022. If the Municipality wishes to accelerate the Project and have the construction contract let in March 2020, then the Municipality shall provide funding for the Department's share of the roadway project work and the waterline relocation work prior to the advertisement of bids. The amount the Municipality will provide is \$1,896,747, which includes the Department's share of the estimated roadway project costs and waterline relocation costs, plus the Municipality's share of the funding for construction. If the Municipality does not remit payment thirty days prior to advertisement, the project will not be advertised for project letting.
14. Upon opening bids, if the low bid amount exceeds the estimated cost, then the Department will notify the Municipality and will not proceed to award of contract until additional funds are provided.
15. During construction, if costs exceed the amount of advance payment from the Municipality, then the Department will notify the Municipality of the shortfall and will invoice for the shortfall amount.

16. If the actual roadway project costs and waterline relocations costs are less than what is estimated, then the Department will refund the Municipality any overpayment within ninety (90) days of project closeout.
17. The Department will reimburse the Municipality funding advanced to the Department two years after the execution of this Agreement. The lump sum amount to be reimbursed is \$1,636,985.02, which equals the amount advanced by the Municipality for the estimated cost of the Department's share of the roadway project costs and the waterline relocation costs (\$1,596,747) and includes an inflation adjustment factor of 1.0252. The proposed reimbursement may be reduced by any previous reimbursements of overpayments, per Provision 15.
18. If the Project is not accelerated, the Municipality will not be required to provide the additional funding to cover cost overruns as indicated in Provision 7.

ADDITIONAL PROVISIONS

19. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
20. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
21. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
22. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
23. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
24. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the

terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

25. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
26. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF STALLINGS

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Stallings

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

NORTH CAROLINA
UNION COUNTY

January 22, 2020

TERWILLIGER PAPPAS MULTI-
FAMILY PARTNERS, LLC

AND

TOWN OF STALLINGS

AGREEMENT

TIP#: U-6091

WBS Elements: 47885.3.1

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2020, between CHESTNUT FARM APARTMENTS LLC, a Delaware limited liability company (the "Developer"), and the TOWN OF STALLINGS, a municipal corporation (the "Municipality").

WITNESSETH:

WHEREAS, North Carolina General Statute §160A-499 authorizes the Municipality to enter into reimbursement agreements with private developers for the design and construction of municipal infrastructure that is included on the Town's Capital Improvement Plan; and,

WHEREAS, the North Carolina Department of Transportation (the "Department") has plans to make certain street and highway constructions and improvements within the Municipality under Project U-6091 (the "Project"), in Union County, known as the Weddington-Matthews Road at Chestnut Lane Roundabout (the "Roundabout"); and,

WHEREAS, at their Town Council meeting on June 24, 2019, the Municipality approved a Development Agreement (the "Development Agreement") between the Municipality and a single-purpose limited liability company created by Terwilliger Pappas

Multi-Family Partners, LLC and the Developer is the created entity; and,

WHEREAS, paragraph 28 of the Development Agreement provides that if the Roundabout is not fully funded by the Department by August 31, 2019, the Developer shall offer best efforts to work with the Department to insure completion, including the creation of a funding mechanism that is acceptable to the Developer and the Department and that no such agreement or funding mechanism shall obligate the Municipality to reimburse the Developer for such funding or improvements other than the amount of \$350,000 (the "Municipality's Share") that the Municipality has already committed to the Roundabout; and,

WHEREAS, the Development Agreement further provides that the efforts on the part of the Developer described in paragraph 28 thereof are offered in order to meet the Municipality's objective of installing the Roundabout; and,

WHEREAS, the Department and the Developer have agreed on a funding mechanism in accordance with the terms of the Development Agreement; and,

WHEREAS, the funding mechanism (the "Roundabout Funding") involves an arrangement whereby, after the acquisition of the Property described in the Development Agreement by the Developer (i) the Developer shall provide the Town with the amount of \$1,596,747.00 (the "Roundabout Funds") by February 29, 2020 in order for the Town to advance the Roundabout Funds to the Department for use in the completion of the Roundabout and, (ii) in the Department's next budget appropriation, when the Department allocates funds for project U-6091, the Department shall fund the Roundabout Funds to the Town for payment to the Developer; and,

WHEREAS, the Department and the Municipality, under the authority granted to the Department by the North Carolina General Assembly in the General Statutes of North Carolina (NCGS), Section 136-66.8, have entered into the Transportation Improvement

Project – Municipal Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein for all purposes (the “TIP Agreement”).

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. On or before the later of five (5) business days after acquisition of the Property by the Developer or March 31, 2020, the Developer shall provide to the Municipality the Roundabout Funds. Upon receipt of the Roundabout Funds from the Developer, the Municipality shall deliver the Roundabout Funds to the Department in accordance with the TIP Agreement.
2. The agreement of the Municipality as described in Paragraph 1 of this Agreement shall not constitute a debt of, or borrowing by, the Municipality or obligate the Municipality to reimburse the Developer for the Roundabout Funds but shall merely constitute an agreement of the Municipality to deliver the Roundabout Funds received from the Department to the Developer. At such time as the Municipality receives funds from the Department pursuant to Paragraphs 16 and 17 of the TIP Agreement (the “TIP Funds”), the Municipality shall deliver the amount of the Roundabout Funds to the Developer. In the event the Municipality does not receive the TIP funds from the Department within the time frame described in Paragraphs 16 and 17 of the TIP Agreement, the Municipality shall deliver to the Developer the Roundabout Funds at such time as the TIP Funds are received from the Department in accordance with the provisions hereof. In the event the Municipality receives from the Department less than the Roundabout Funds, the Municipality shall deliver the portion of the TIP Funds received to the Developer. In the event the Department fails to deliver the TIP Funds to the Municipality such that the Municipality does not receive any

portion of the TIP Funds at any time, the Municipality shall have no obligation to deliver the Roundabout Funds to the Developer.

3. The Developer shall indemnify and hold harmless the Municipality from and against all claims, demands, causes of action and other liability to the Department as a result of the TIP Agreement. Developer shall pay any additional costs required by the Department to be paid by the Municipality pursuant to Sections 7.A.ii), 7.B.i)(2), and 7.B.ii) of the TIP Agreement and such funds shall be delivered by the Developer to the Municipality within fifteen (15) days after the Municipality provides the Developer with a copy of the Department's written certification regarding such additional costs.

4. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered or sent by mail or independent overnight courier to the parties at the addresses set forth below, or at such other address that a party shall designate to all other parties in accordance with this Section 4:

If to Developer:
Chestnut Farm Apartments LLC
c/o Terwilliger Pappas Multifamily Partners, LLC
4777 Sharon Road, Suite 550
Charlotte, NC 28210
Attn: Peter A. Pappas and Craig Miller

With a copy to:
Irvin Law Group, PLLC
P.O. Box 2376, Davidson, NC 28036 (Mail)
19726 Zion Avenue, Cornelius, NC 28031 (Delivery)
Attention: Susan K. Irvin

If to Municipality:
Town of Stallings
315 Stallings Road
Stallings, NC 28104
Attention: Alex Sewell, Town Manager

With a copy to:
Cox Law Firm
400 N. Broome Street, Suite 100

P.O. Box 178
Waxhaw, NC 28173
Attention: Melanie Cox

All notices and communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of overnight air courier, on the first business day following the day sent, with receipt confirmed by the courier; and (iii) in the case of mailing by first class certified or registered mail, postage prepaid, return receipt requested, on the date of delivery, as evidenced by the certified or registered mail receipt.

5. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement shall be governed by the laws of the State of North Carolina. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

6. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

7. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that they have read this Agreement, conferred with their attorney, and fully understand its contents.

8. A copy, email copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and

the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURES OF DEVELOPER AND MUNICIPALITY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Developer and the Municipality by authority duly given, as evidenced by the attached certified copy of Resolution, Ordinance or Charter Provision, as the case may be.

DEVELOPER:

CHESTNUT FARM APARTMENTS LLC,
a Delaware limited liability company

By: Chestnut Farm Mezz Borrower LLC,
a North Carolina limited liability company,
its manager

By: TP Chestnut Farm LLC,
a North Carolina limited liability company,
its manager

By: Terwilliger Pappas Multi-Family Partners, LLC,
a North Carolina limited liability company,
its manager

By: _____
Name: Peter A. Pappas
Title: CEO and Manager

MUNICIPALITY:

TOWN OF STALLINGS, a Municipal Corporation

By: _____
Name: Alex Sewell
Title: Town Manager

RESOLUTION AUTHORIZING THE USE OF A REIMBURSEMENT AGREEMENT

WHEREAS, North Carolina General Statute §160A-499 authorizes the Town to enter into reimbursement agreements with private developers for the design and construction of municipal infrastructure that is included on the Town's Capital Improvement Plan; and,

WHEREAS, the North Carolina Department of Transportation ("NCDOT") has prepared and adopted plans to make certain street and highway improvements within the Town of Stallings (the "Town") under Project U-6091, known as the Weddington-Matthews Road at Chestnut Lane Roundabout (the "Roundabout"); and,

WHEREAS, at their Town Council meeting on June 24, 2019 the Town approved a Development Agreement (the "Development Agreement") between the Town and a single-purpose limited liability company created by Terwilliger Pappas Multi-Family Partners, LLC (the "Developer"); and,

WHEREAS, paragraph 28 of the Development Agreement provides that if the Roundabout is not fully funded by NCDOT by August 31, 2019, Developer shall offer best efforts to work with NCDOT to insure completion, including the creation of a funding mechanism that is acceptable to the Developer and NCDOT and that no such agreement or funding mechanism shall obligate the Town to reimburse the Developer for such funding or improvements other than the amount of \$350,000 (the "Town's Share") that the Town has already committed to the Roundabout; and,

WHEREAS, the Development Agreement further provides that the efforts on the part of the Developer described in paragraph 28 thereof are offered in order to meet the Town's objective of installing the Roundabout; and,

WHEREAS, NCDOT and Developer have agreed on a funding mechanism in accordance with the terms of the Development Agreement; and,

WHEREAS, the funding mechanism (the "Roundabout Funding") involves an arrangement whereby (i) the Developer shall provide the Town with the amount of \$1,596,747.00 (the "Roundabout Funds") in the first quarter of 2020 in order for the Town to advance the Roundabout Funds to NCDOT for use in the completion of the Roundabout and, (ii) in NCDOT's next budget appropriation, when NCDOT allocates funds for project U-6091, NCDOT shall fund the Roundabout Funds to the Town for payment to Developer.

NOW, THEREFORE, BE IT RESOLVED that the Roundabout Funding described above is hereby formally approved by the Town Council of the Town of Stallings and that the Mayor and Clerk of this Town are hereby empowered to sign and execute agreements with NCDOT and the Developer to enable the Roundabout Funding; provided however, the agreement between the Town and the Developer shall clearly state that such agreement or funding mechanism shall not constitute a debt of, or borrowing by, the Town or obligate the Town to reimburse the Developer for the Roundabout Funds but shall merely constitute an agreement of the Town to deliver the Roundabout Funds received from NCDOT to the Developer.

Adopted this the _____ day of January, 2020.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

EXHIBIT A

Copy of TIP Agreement

Chestnut Lane / Matthews-Weddington Road Roundabout
 Economic Summary per NCDOT/Stallings Draft Agreement
 Numbers below are estimates

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
					= [B]+[C]+[D]	= [A]+[B]+[C]+[D]		= [F]+[G]	= -[A]	= [H]+[J]
	ROW Acq	Roadway Project	Waterline Re-Location and Betterment	Developer Work	Total Road Work	Total ROW Acq and Road Work	Adjustments for Funds Advance	Adjusted Total	Remove ROW Acq [3]	To Be Funded in Q1 2020 exclusive of ROW Acq
Sources										
NCDOT (various sources)	475,000	1,200,000	396,747	-	1,596,747	2,071,747	(1,596,747) [1]	475,000	(475,000)	- NCDOT
Union County			178,249		178,249	178,249		178,249		178,249 Union County
Town of Stallings (Betterment Payment)	50,000	300,000			300,000	350,000		350,000	(50,000)	300,000 Stallings
Town Stallings via Terwilliger Pappas (Roundabout Funds Advance)					-	-	1,596,747 [1]	1,596,747		1,596,747 Stallings
Terwilliger Pappas (Betterment Payment)				351,000	351,000	351,000		351,000		351,000 TP
Total Sources	525,000	1,500,000	574,996	351,000	2,425,996	2,950,996		2,950,996		2,425,996
Uses										
ROW Acquisition	525,000				-	525,000		525,000	(525,000)	-
Roadway Project	-	1,500,000			1,500,000	1,500,000		1,500,000		1,500,000
Waterline Re-Location and Betterment	-		574,996		574,996	574,996		574,996		574,996
Developer Work (Betterments required by TIA)				351,000	351,000	351,000		351,000		351,000
Total Uses	525,000	1,500,000	574,996	351,000	2,425,996	2,950,996		2,950,996		2,425,996

Amt Stallings Paying (Not Including Roundabout Funds Advance) --> 350,000
 Amt Stallings Paying w/Roundabout Funds Advance - Amt in Sec.13 of Stallings/NCDOT Agreement --> 1,896,747
 Amt in Sec.17 of Stallings/NCDOT Agreement --> 1,596,747

[1] To be funded by Terwilliger Pappas via Stallings and reimbursed only if NCDOT funds available



MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 12/4/19

RE: Land Use Requested Follow-up, Direction, & Cost Discussion

1/22/20 Update: At the 12/9/19 Council Meeting, the Council opted to table this item to the 1/27/20 Council meeting. At a special 1/16/20 Council Meeting, staff agreed to provide the Council with land use data and a draft process that would allow for public input and Council to make changes to land use plans (if it deems appropriate).

Due to the above, **staff would recommend tabling this item to the 2/24/20 meeting to allow for staff to assemble this data and develop a draft process.**

Purpose: This memorandum's purpose is to provide Council with a requested update on Council's land use directives from the 11/25/19 Council Meeting and to confirm those directives. Additionally, one item we need to discuss is implementation cost as it was not discussed on 11/25/19.

Background and Staff Understanding: At the 11/25/19 Council Meeting, the Development Ordinance and Small Area Plans was added to the agenda during agenda approval. Discussions touched on several issues, so staff would like to confirm we have the correct understanding of Council thinking/direction. Below is staff's understanding of Council thinking/direction from the 11/25/19 Meeting.

- The following land use plans are still supported by the Council:
 - Comprehensive Land Use Plan;
 - Greenway Plan;
 - Monroe Bypass Small Area Plan;
 - Smith Farm Road/CEM Small Area Plan;
 - Downtown/Town Center Small Area Plan;
 - Idea of having an office park in Idlewild Corridor just below I-485 (northeastern side of Idlewild).
- The following plans are not supported by the Council:
 - Idlewild Road Corridor Small Area Plan;
 - Chestnut Small Area Plan;
 - Stallings Elementary School Node Small Area Plan.

- The Council affirmed that:
 - First, the Council would like to decrease the residential densities in the mixed use 1 and mixed use 2 districts in the current Development Ordinance as follows:
 - Decrease Multi-Family density to no more than 10 units per acres;
 - Decrease Single Family Detached to no more than 4 units per acre;
 - Decrease Single Family Attached to no more than 6 units per acre.
 - Staff are directed to gather information on the process and timeline to replace the current Development Ordinance with the previous development ordinance.
 - Ultimately, Council would like to draft new land use plans for several areas and enact a new development ordinance to implement that vision as well as the Small Area Plans that are still supported.
 - Staff are directed to develop an RFP to select a firm for new land use visions for the Idlewild Corridor, Stallings Elementary School Node, and possibly the Chestnut Small Area Plan areas.
 - Staff are directed to develop an RFP to select a firm to develop a new development ordinance to implement the SAPs and land use plans (but should evaluate whether this can be done in-house).

Update & Follow-Up:

- Regarding the text amendment decreasing residential densities, Council indicated that this text amendment should be done as soon as possible. Staff have confirmed that it is possible to put out proper legal notices in time to hold a special meeting on 12/19/19 (which would allow it to go to Planning Board on 12/17/19). Mayor Dunn has called a special meeting on 12/19/19 at 6 PM.
- Regarding enacting the old development ordinance, staff are working on a document describing the process, timeline, etc. After this is drafted and reviewed by legal counsel, it will be shared with the Council.
- Prior to drafting RFPs, staff wants to discuss potential implementation costs per the below section entitled “Cost Considerations”.
- Given that several of Small Area Plans are not the vision of the current Council, the question becomes what *is* the land use vision for those areas?

- To begin to answer this question, one option would be to have the Centralina Council of Governments (CCOG) come in and do some land use visioning workshops. CCOG developed the Town's Comprehensive Land Use Plan so they are already familiar with Stallings. A workshop for the public could be added.

Cost Considerations: One important consideration as the Town chooses its land use vision is implementation cost. Funding was not discussed at the 11/25/19 meeting but crafting new area land use plans and a new development ordinance is not an inexpensive endeavor. As a reference, the Town spent \$167,000 on the 3 small area plans that are no longer supported and the current Development Ordinance.

Staff want Council to be aware of potential implementation costs. However, there may be a way to achieve Council goals without selecting the most expensive option.

Here are some options with cost in mind:

- 1.) Repeal the current ordinance and replace with the old development ordinance. Reaffirm the Small Area Plans that the Council supports.
 - a. PROS
 - i. Cheapest option;
 - ii. Quickest option;
 - iii. Staff resource allocation (meaning staff's ability to dedicate time to this option in addition to other duties).
 - b. CONS
 - i. The land use plans that the Council supports (Comprehensive Land Use Plans and remaining Small Area Plans) would not be completely aligned with the old development ordinance;
 - ii. Lose parts of the Development Ordinance that seem to have unanimous support like the Traffic Impact Analysis portion.
 - c. Both a PRO and a CON
 - i. In one sense, the Council would have more control in ensuring the reaffirmed Small Area Plans develop as envisioned if applications are submitted through conditional zoning process.
 - ii. On the other hand, the Council would have less control in ensuring the reaffirmed Small Area Plans develop as envisioned because developers could choose not to go through the conditional zoning process but rather to build by-

right developments that are not compatible with Small Area Plans but would be allowed under the old zoning ordinance.

2.) Have land use visioning workshops. Hire a firm to facilitate the creation of new small area plans and new development ordinance enacting both the new small area plans and the old small area plans that are still supported.

a. PROS

- i. Town can set land use vision and get buy-in from stakeholders;
- ii. Staff resource allocation.

b. CONS

- i. Likely most expensive option;
- ii. If developments in already submitted applications and recent approved developments are ultimately built, a significant amount of property within the Idlewild Corridor, Stallings Elementary School Node, and Chestnut will be already developed. Is the expense warranted for the remaining undeveloped property?

3.) Both options #1 and #2

a. PROS

- i. Town can set land use vision and get buy-in from stakeholders;
- ii. Staff resource allocation.

b. CONS

- i. Likely the most expensive option;
- ii. Until a new development ordinance is approved, the land use plans that the Council supports (Comprehensive Land Use Plans and remaining Small Area Plans) would not be completely aligned with the old development ordinance;
- iii. If developments in already submitted applications and recent approved developments are ultimately built, a significant amount of property within the Idlewild Corridor, Stallings Elementary School Node, and Chestnut will be already developed. Is the expense warranted for the remaining undeveloped property?

4.) Have land use visioning workshops and then use that process to determine appropriate next steps.

a. PROS

- i. Town can start determining its land use vision and then start discussing next steps (not putting the cart before the horse)

b. CONS

- i. Not a comprehensive approach by itself.

The above options are not meant to be exhaustive. Rather, they are meant to start the discussion regarding cost.

Next Steps: Staff are requesting direction from the Council on the following:

- 1.) Confirmation of staff's understanding of Council's thinking/directives;
- 2.) CCOG conducting land use visioning workshops; and
- 3.) The options listed above given cost considerations.



To: Stallings Town Council
From: Ashley Platts, Parks & Recreation Director
Via: Parks and Recreation Advisory Committee
Date: January 22, 2020
RE: **Spring Event in Stallings Park**

Background/Issue:

Each year the parks & recreation department hosts an Easter Egg Hunt at Stallings Park. This event is a popular staple in the Town's event line-up and draws many people from around the Town and adjacent areas. In the past couple years weather has been impactful on this event, causing us to modify certain portions of the event and impacting our available parking. In an effort to ease these concerns we explored ideas through the parks and recreation advisory committee.

The committee Vice-Chair Aidan Nolan proposed a new event to the committee in late 2019 that would showcase local musical and artistic talents in the town. The vision for this event is to create a future festival that will feature local performers and artists and draw the community together to support a common cause.

However, the addition of an additional event into this year's schedule presents both logistical and staffing concerns with Touch-A-Truck scheduled for March 21 and Easter scheduled for April 10 and with 1/3 of our department staff currently vacant.

Proposal/Solution:

A solution would be to combine the efforts of the parks and recreation committee and the traditionally scheduled Easter event to form a Spring Fling event that encompasses all of the typically Easter Egg Hunt activities, enhancing them with artistic crafts and games as well as featuring local musical performances.

This would allow us to capitalize on the currently budgeted funds for Easter and augment them with some savings from previous events and through our current staffing vacancy. Introducing a new concept during an established event will help achieve the committee's long-term goal of creating an arts festival for the Town.

Requested Actions:

- 1) Advise on direction for Spring Event in Stalling Park

Proposal for Stallings Easter Music, Art & Craft Showcase

Date: April 4th, 2020

Rain Date: April 11th, 2020

Times: TBD

Purpose:

- 1) To "Showcase" Stallings youth and local talent in Music, Dance, Art (incl Photography, Sculpture etc) and Craft.
- 2) To engage residents of Stallings in supporting and contributing to events in, and the talent of, their community.
- 3) To take a "first step" toward a larger Music, Art & Craft event in 2021.

STALLINGS P & R to provide:

- 1) Assistance with identifying and recruiting local talent.
- 2) Promotional Materials (EG: Banners and Signs) across Stallings from March 2, 2020.
- 3) Display stands for Art & Craft.
- 4) Shelters and tables for children's "hands on" experiences.
- 5) Any refreshment franchises as P & R Dept. deems appropriate.
- 6) Any police / security as P & R Dept. deems appropriate.
- 7) Sound and Light System, Audio Engineer, Videographer.

Selected Participants in Art & Craft may choose to

- 1) Sell their art / craft.
- 2) Provide an exhibition of how they create their work.

RULES:

- 1) To exhibit or perform individual artists or performers must be residents of Stallings. Groups must have at least one resident of Stallings.
- 2) Submissions to appear must be made by March 2, 2020.