



**Access for the Electronic Meeting**

**Via phone:** 1-646-558-8656

**Via web:**

<https://zoom.us/j/98268472915?pwd=M0E1dW5YcThBNTdpTWU0YWFKvzNydz09>

**Via Zoom App:**

Meeting ID: 982 6847 2915

Password: 605408

**January 25, 2021**

Stallings Town Hall

315 Stallings Road

Stallings, NC 28104

704-821-8557

[www.stallingsnc.org](http://www.stallingsnc.org)

**Town Council Agenda**

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	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>  <b>Motion:</b> 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.	Stinson Farms Development Agreement A. Open Public Hearing B. Recess Public Hearing until 02-08-21	Lynne Hair, Town Planner	Recess public hearing
3.	7:50 p.m.	NCDOT Greenway Crossing Signal Inspection Agreement	Alex Sewell, Town Manager	Approve/Deny agreement
4.	8:10 p.m.	Economic Development Strategic Plan Update	Chris Plate, Union County Economic Development Director	Presentation and discussion
5.	8:30 p.m.	Union County Draft Interlocal Agreement	Alex Sewell, Town Manager	Approve/Deny agreement
6.	8:45 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



# MEMO

To: Town Council  
From: Lynne Hair, Planning Director  
Date: January 20, 2020  
RE: DA19.01.06/DA19.11.02 – Development Agreement Review and Recommendation for Stinson Farms, a mixed-use project located on the northeast corner of Idlewild Road and I-485.

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**Update:**

The applicant has requested this item be continued to the February 8, 2021 Town Council agenda.

**Planning Board Recommendation:**

DENIAL as Submitted.

**Subcommittee Recommendation:**

Forward onto the Planning Board with NO RECOMMENDATION.

**Applicant Information:**

An application was received for the two individual Development Agreements as follows:

1. DA19.01.06:  
Applicant: JLA3, LLC and Idlewild Partners, LLC, Metrolina Properties  
Size: 51.47 acres  
Use: 384 Multi Family Units, 69 Townhome Units, 13 Single family lots, Retail, Office, Convenience Store with Gas Pumps.  
Filed: June 25, 2019.  
Amended Application Filed September 19, 2019.
2. DA19.11.02:  
Applicant: Metrolina Properties Limited Partnership  
Size: 22.798 acres  
Use: 52 Townhome Units, 19 single family lots  
Filed November 17, 2019

Please note, the DA applications were received prior to the adoption of the September 23, 2019 ordinance changes making apartments a CZ and the subsequent decrease in permitted densities. While a cohesive plan has been presented, the DA's will need to be voted on individually. However, the DA's are tied to a single project and will both need to be approved or denied. A split vote approving one and denying the other is not desired by the applicant.

**Background:**

Stinson Farms is a proposed mixed-use development involving several parcels of land located at the interchange of I-485 and Idlewild Road. The project has direct frontage on Idlewild Road and is adjacent to the Shannamara subdivision to the east.

There are three separate property owners involved, John Armistead (represented by Wade Robinson), Withrow Capital Group (represented by Terry Williams), and Wesley Faulk (represented by Wes Hinson). History of these properties has included the potential development of a mall and an outlet mall.

During the Comprehensive Land Use Plan and Small Area Plan process, plans were adopted (11/27/2017) showing mixed use on the property to include an office park, retail use, multi family, townhomes, and single-family housing. A goal of these plans was and is to protect existing residential uses.

In April of 2019, the first development agreement application was received on the Withrow Capital property that included an apartment complex that straddled the County line. A second application for the Armistead properties was received in June 2019 that included an apartment complex and commercial outparcels fronting Idlewild Road.

Staff began meeting with the applicants individually Spring of 2019 to express concerns with the plans and their lack of compliance with the land use plans. Staff also expressed the need for single family housing to be located adjacent to the Shannamara development to protect this neighborhood as expressed in the approved Small Area Plan.

During these meetings staff also encouraged the applicants to work together and present a cohesive master plan for the entire area that would show connectivity, both vehicular and pedestrian as well as show how the projects would work together.

On September 19, 2019, a revised plan was submitted for the Armistead property showing a reduction in multifamily and the addition of townhomes on the eastern side of the property.

On November 7, 2019, a new plan was submitted by Withrow Capital for the Stinson property that showed townhomes directly adjacent to the Shannamara development. The original apartment project was amended to remove the portion of the project in Mecklenburg County and was incorporated into the overall Stinson Village plan in addition to the townhomes submitted on November 7<sup>th</sup>.

In early 2020, a combined plan was submitted, and DR Horton was introduced as the sole developer of all properties.

**Development Agreement Sub Committee Meetings Summary:**

Four Sub Committee meetings were held as follows:

8/24/2020:

Use	Units	Acreage	DUA
Multi Family	408	23.54	17.33
Townhomes	203	33.25	6.10
Commercial	N/A	13.3	N/A

Identified commercial: convenience store with gas pumps, fast food restaurants as well as the potential for all uses listed as permitted in the MU-2 zone by the Stallings Development Ordinance.

Discussion: With this plan, the subcommittee expressed concerns with the lack of single-family housing and buffering adjacent to the Shannamara neighborhood. Protection of existing residential uses was expressed as a goal of the Idlewild Road Small Area Plan. To address this concern, the subcommittee requested that the developer provide single family housing directly adjacent to the Shannamara neighborhood as well as a 100’ buffer in this area.

The density of the project was also expressed as a concern.

Renderings of the proposed apartments were provided and discussed. A desire for on-street parking along the main street and the residential units fronting this street to be “activated” to the street was requested meaning further characteristics consistent with a traditional neighborhood development vision (ex: Birkdale Village, Baxter Village, etc.).

Renderings for the proposed townhomes were not provided at this time.

Outcome: The subcommittee directed the applicant to address the following:

- Single family residential adjacent to Shannamara
- 100’ Buffer adjacent to Shannamara
- Address the density concerns
- Provide renderings of the proposed townhomes
- On-street parking along the main street
- Activation of residential units to the main street

A second meeting was scheduled for September 14, 2020.

9/14/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

A revised site plan was submitted by the applicant addressing the requested changes as follows:

- 32 single family homes were located adjacent to Shannamara.
- The inclusion of the 32 single family homes required the reduction in townhome units having a slight impact on overall density.
- A 100' buffer was provided adjacent to the Shannamara neighborhood with the option to reduce to 70' when a 5' screening fence is applied per ordinance allowance.
- Town home elevations were provided.
- On-street parking and building activation of the multifamily buildings facing the main street was shown on the revised site plan.

Discussion:

The subcommittee appreciated the concessions of the single family residential, the 100' buffer, and the on-street parking, but still expressed significant concerns with the overall proposal.

Discussions during the second meeting included a focus on the retail outparcels and their lack of integration into the overall site plan. It was expressed to the applicant that the Comprehensive Land Use Plan showed the subject property as a *Walkable Activity Center* and promoted an integrated mixed-use development connected both from a vehicular and pedestrian standpoint. The submitted site plan showed residential on the back portion of the property with retail outparcels along Idlewild Road. Concerns with the layout and the lack of compliance with the Comprehensive Land Use Plan were expressed to the applicant.

The townhome elevations were also discussed and a need for a larger front porch on the units.

A need for additional connectivity and integration of the retail outparcels into the overall site plan were expressed.

Concerns with a convenience store with gas pumps and multiple fast-food restaurants as a part of the plan were discussed and how these uses and their locations do not comply with the approved land use designation of a *Walkable Activity Center* was expressed.

Outcome:

The subcommittee directed the applicant to address the following:

- Integrate the commercial uses into the overall site plan.
- Provide a reduction in the intensity of commercial uses.
- Continue to provide more connectivity and improved building elevations.

A third subcommittee meeting was scheduled for 9/28/2020

9/28/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

No changes made to the site plan.

Discussion:

Concerns continued to be expressed that the commercial development was not integrated into the overall site plan and did not comply with the Comprehensive Land Use Plan designation for the site as a *Walkable Activity Center*.

A desire to see all the property owned by the applicants shown on a master plan for the area was expressed, including the Mecklenburg County properties.

Subcommittee members expressed a desire to see the office park shown on the Small Area Plan integrated into the overall site plan as future development. This request was not responded to by the applicant.

Concerns with the convenience store with gas pumps and fast-food restaurants with drive thru windows continued. The subcommittee expressed a desire to eliminate these uses from the plan because of inconsistency with the Comprehensive Land Use Plan.

Outcome:

- The subcommittee recommended that the Town's attorney and the applicant's attorney discuss some apparent legal disagreements and report back.
- It was requested that the applicant remove convenience stores with gas pumps and fast-food restaurants with drive thru windows from their proposed plan.

A fourth subcommittee was scheduled for October 26, 2020.

10/26/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

A revised site plan showing knee wall and improved landscaping between the commercial outparcels and residential uses was submitted.

Discussion:

Discussion of the commercial outparcels needing to be integrated into the overall site plan and to comply with the Comprehensive Land Use Plan designation of a *Walkable Activity Center* continued.

Including a list of uses that excluded convenience stores with gas pumps and fast-food restaurants with drive thru windows was discussed and the applicant was not in agreement with this request.

Outcome:

The subcommittee voted to move the proposed development agreement onto the Planning Board with NO RECOMMENDATION.

**Additional Information:**

TIA:

A Traffic Impact Analysis was conducted for the site and mitigation measures identified. A link to the TIA will be provided. Staff has also prepared a memo outlining the recommended improvements.

Idlewild Road is scheduled to be widened, impacting the applicant's site. The proposed right of way has been considered and shows on their site plan.

School Impact:

Union County Public Schools were provided with a copy of the applicant's proposed plan and submitted their impact report. This has also been forwarded for the committee's use.

The development falls in the Porter Ridge cluster.

## Greenways:

The applicants are showing greenway trails throughout and along their site that will connect to the future multi use path proposed on Idlewild Road and identified in the Stallings Parks and Greenway Master Plan. The multiuse path on Idlewild Road will also be provided by the applicant as a part of the widening of Idlewild Road.



# MEMO

To: Mayor and Council  
From: Alex Sewell, Town Manager  
Date: 1/20/21  
RE: **Greenway Design – Crossing Signal NCDOT Agreement**

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**Purpose:** This memorandum provides requested follow-up information from the 1/11/21 Town Council meeting regarding a NCDOT required review/inspection agreement for a greenway crossing signal.

**Background/Update:**

- In accordance with the Town's greenway plan, hard design is underway for a greenway section located near the Vickery subdivision adjoining Stevens Mill Road.
- As part of this project, NCDOT is requiring a pedestrian hybrid beacon signal crossing be installed on Stevens Mill Road (SR 1524). Council has approved moving forward with designing this signal crossing. As previously advised, the charge for NCDOT to review the traffic signal plans and inspect signal installation should be up to \$6,000 (but NCDOT has advised that it will likely be significantly less).
- To complete design, the Town is required to enter into a review and inspection agreement with NCDOT which is enclosed. Legal has reviewed this agreement.
- Notably, NCDOT often will maintain crossing signals at cost for local governments if desired. For example, the Town of Matthews contracts with NCDOT to perform this maintenance on several signals. This could be a cost-efficient option for the Town to ensure reliable functioning of the signal in the future.
- On 1/6/21, the Town Council did not approve the inspections agreement and directed staff to request further information from NCDOT including:
  - Examples of when NCDOT has charged a municipality for this type of review.
  - The policy requiring NCDOT charge municipalities for this type of review.
- In response to the above requests, NCDOT provided both the enclosed policy and also several interlocal agreements with various local municipalities. Staff reviewed the provided interlocal agreements and noted they appeared similar to the draft agreement with Stallings. Probably the most similar agreement was one between NCDOT and the Village of Misenheimer for a greenway (Carolina Thread Trail) crossing with a HAWK signal. Staff verified with Misenheimer that this agreement was executed.

**Recommendation:** If the Council seeks to move forward, Staff recommend Council take the following actions:

- Authorize staff to enter into a Review and Inspection Agreement with NCDOT and any related future maintenance agreements with NCDOT.

NORTH CAROLINA  
UNION COUNTY

**TRAFFIC – REVIEW AND INSPECTION AGREEMENT**

DATE: 12/14/2020

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 36249.4221

TOWN OF STALLINGS

THIS 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, hereinafter referred to as the “Municipality”.

**WITNESSETH:**

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under WBS Element 36249.4221 in Union County; and

WHEREAS, the Municipality has agreed to participate in the cost of 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 PROJECT**

1. The Project consists of the installation of a new Pedestrian Hybrid Beacon signal located along SR 1524 (Stevens Mill Road). The Department will review the traffic signal plans and inspect the traffic signal installation.

**DESIGN AND EQUIPMENT PROCUREMENT**

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/Tru-Traffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

## **UTILITIES AND RIGHT OF WAY**

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

## **CONSTRUCTION**

6. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2018, "Roadway Standard Drawings", January 2018 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:
  - A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
  - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.
  - C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
  - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.

- E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
  - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
  - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
- 7. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
  - 8. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.

## **FUNDING**

- 9. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$6,000 to the Department's Division Engineer upon partial execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$6,000, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

## **MAINTENANCE**

- 10. Upon completion of the project, the Municipality shall own and control the traffic signal and maintenance of the traffic signal will be accomplished in the same manner as maintenance of other state system signalized intersections.
- 11. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Developer. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

## **ADDITIONAL PROVISIONS**

12. 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.
13. 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.
14. 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 that the approval of the project by the Department and the Municipality 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.

ATTEST: TOWN OF STALLINGS  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
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.

Federal Tax Identification Number

(SEAL)

\_\_\_\_\_

Remittance Address:

Town of Stallings

Attn: Alex Sewell

315 Stallings Road

Stallings, NC 28104

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

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

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

All transmittals and correspondence pertaining to the Traffic Signal Impact Analysis should be directed to the District Engineer. The District Engineer shall act as the Developer's single point of contact with the Department. The District Engineer will coordinate the review of the Traffic Signal Impact Analysis with the Division Traffic Engineer, municipality, and local metropolitan planning organization (MPO), as needed.

**Step 3 - Department Review of the Analysis** - The district engineer's office facilitates review of the Traffic Signal Impact Analysis with the division traffic engineer's office, area traffic engineer's office, and other internal units of the Department. Issues that are identified during the review along with recommended traffic signal and traffic management system improvements are forwarded to the division engineer's office.

Allow a minimum of 4 weeks for department review of the analysis. Preparing the analysis using software consistent with that used by the Department will keep the review time to a minimum. The firm should contact the Congestion Management Engineer to verify the software applications currently used by the NCDOT.

**Step 4 - Review Results Submitted to the Developer** - The district engineer's office transmits a memorandum of the review results to the developer. Copies are distributed to the division engineer's office, the division traffic engineer's office, the area traffic engineer's office, the traffic management and signal systems engineer's office, and the developer's designated representative.

### **PHASE III: Development of Traffic Agreements**

*The developer may have plans, specifications, and estimates (PS&E) for traffic signal and traffic management system improvements transmitted to the department for review at any time after Phase III, Step 2. All required fees are submitted to the department prior to PS&E submittal.*

**Step 1 - Mutual Resolution on Traffic Signal Improvements** - The division engineer's office facilitates a resolution to any areas of disagreement or unresolved issues regarding the project with the developer. The Department and the developer should reach a mutually acceptable resolution on the scope of traffic signal and traffic management system improvements necessary on the project.

**Step 2 - Submittal of Request for Traffic Agreement** - After concurrence from the division engineer's office and approval for the traffic signal and traffic management system improvements from the area traffic engineer, the division engineer's office will submit a traffic request form/agreement to the appropriate contract officer of the Program Development Branch, Agreements Section, with a copy of the request to the area traffic engineer's office and the traffic management and signal systems engineer's office. Advance payment may be submitted with the request to accelerate the agreement and the PS&E review.

**Step 3 - Development of Traffic Agreement** - Upon receipt of all pertinent information from the division engineer's office, the contract officer will prepare/review the traffic agreement, establish a reimbursable job order number, return/approve the traffic agreement to/for the division engineer's office, and notify the Board Member by placing the item on the upcoming Board of Transportation Agenda. The contract officer may e-mail the agreement/review with the assigned job order to accelerate agreement preparation and will send a copy to the traffic management and signal systems engineer's office.

Allow a minimum of 3 weeks for preparation of the draft traffic agreement.

**Step 4- Transmittal of Traffic Agreement to the Developer** - The division engineer's office transmits the traffic agreement to the developer for execution. If modifications are anticipated then either an electronic version or a hard copy of the agreement can be sent to the developer for review and concurrence. Any modifications to the agreement have to be approved by the division engineer's office.

**Step 5 - Signed Traffic Agreement Returned to the Department** - Upon concurrence, the developer executes the traffic agreement and returns the signed copy to the division engineer's office with the required fees. The division engineer's office examines the agreement to verify that it was properly signed, sealed, witnessed, with federal tax identification number and remittance address shown.

*All required fees should be submitted by this time. The developer may submit the required fees to the Department prior to this step to accelerate reviews.*

**Step 6 - Processing and Execution of Traffic Agreement by the Department -**

The division engineer's office transmits the signed traffic agreement to the contract officer for final review and approval by the attorney general's office and execution by the highway administrator. The contract officer transmits the check to fiscal when received and copies the division engineer's office and the traffic management and signal systems engineer's office.

Allow a minimum of 2 weeks for processing and execution of the traffic agreement.

**Step 7 - Distribution of Executed Traffic Agreement -** Upon execution by the highway administrator, the contract officer sends an original copy of the agreement back to the division engineer's office for distribution to the developer and distributes duplicate copies to the division traffic engineer's office, the area traffic engineer's office, the fiscal branch, and the traffic management and signal systems engineer's office. The Agreements Section retains one original copy of the agreement.

**PHASE IV: Review of PS&E**

*Attention is directed to the fact that Phase IV may run concurrently with certain steps of Phase III.*

**Step 1 - Submittal of PS&E to the Department -** The developer or designated representative submits six review copies of the traffic signal and traffic management system PS&E to the division traffic engineer's office. The division traffic engineer's office distributes three copies to the traffic management and signal systems engineer's office and one copy to the area traffic engineer's office. Two copies are retained by the division traffic engineer's office. The division traffic engineer's office will also coordinate plan review with the municipality, as appropriate, for their comments.

**Step 2 - Review of PS&E by the Department -** The traffic management and signal systems engineer's office facilitates review of the PS&E for the department.

Allow a minimum of 3 weeks for review of the PS&E for traffic signal and traffic management system improvements. PS&E's requiring corrections or multiple submittals should allow for additional review periods.



MUCED  
3509 Old Charlotte Highway  
Monroe, NC 28110  
(704) 282-5780



**Chris Platé**, *Executive Director*  
*chris@unionedc.com*  
*developunion.com*



# Town of Stallings Cost to Serve Analysis

2021

## interesting facts & demographics



- Town Population: ~16,150 ppl
- Town Acreage: 5,351 acres
- Town Tax Rate (per \$100): \$0.215
- Residential Tax Base: 83.6%
- Commercial Tax Base: 16.4%
- Number of Residential Units: 5,776
- Number of Commercial Units: 365
- Average Home Price: \$246,787

value proposition: commercial



- Local economies thrive in the long-term due to: **BALANCE**
- Textbook ratio of Residential to Commercial is 60% to 40% respectively
- Residential investment is key to:
  - strong workforce
  - healthy retail development
  - supportable education network



value proposition: commercial



- Residential development demands services with on-going costs and maintenance
- Residential development has an extremely high “Cost to Serve” vs. other land uses
- **BALANCE** is critical in community planning
- Without **BALANCE** in the tax base
  - taxes must increase
  - services begin to be cut
  - all citizens suffer
  - most people with the means will leave
  - children may not return after going away
- Without **BALANCE** hard decisions eventually will have to be made.

# Stallings' Tax Base FY2020

## Residential

### TAX BASE

Residential property makes up approximately 84% of the Town of Stallings ad valorem tax dollars.



**84%**

**RESIDENTIAL  
DEVELOPMENT**

## Commercial

### TAX BASE

Commercial property makes up approximately 16% of the Town of Stallings ad valorem tax dollars.



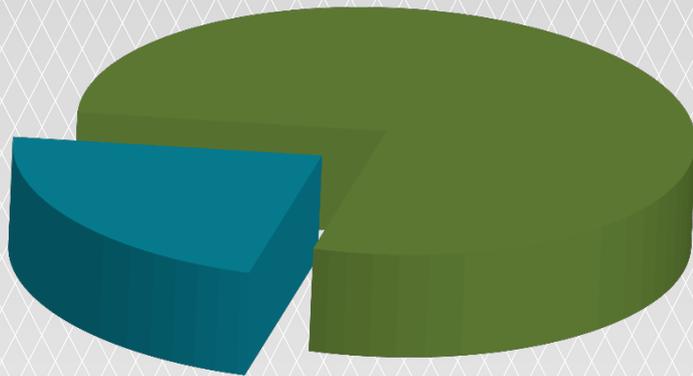
**16%**

**COMMERCIAL  
DEVELOPMENT**

value proposition: commercial

# Stallings' Tax Base FY2020

Percentage of Taxes Generated



**22%**  
REVENUE  
FROM  
COMMERCIAL  
TAX BASE

**78%**  
REVENUE  
FROM  
RESIDENTIAL  
TAX BASE

Percentage of Taxes Consumed



EXPENSES  
RELATED TO  
RESIDENTIAL  
TAX BASE

EXPENSES  
RELATED TO  
COMMERCIAL  
TAX BASE

**90%**

**10%**

value proposition: commercial

# Stallings' Tax Base FY2020

 = **\$ (782,388)** / year

 = **\$ 796,586** / year

# Stallings' Tax Base<sub>FY2020</sub>



= **\$ (135.46)** / unit



= **\$2,182.43** / unit

# Stallings' Tax Base<sub>FY2020</sub>



= **\$246,787** /avg home



*If town had to rely on residential tax base only:*

= **\$0.373** adj tax rate

On average, every home is subsidized approximately **\$390** by the commercial companies in Town.

# Stallings' Tax Base<sub>FY2020</sub>



= **\$246,787**/avg home



= **\$309,790**/break-even

The next 1,000 homes built must average **\$673,700** each in tax value



# Town of Stallings Cost to Serve Analysis

2021

ED plan goals and strategic items

## **PURPOSE of the Economic Development Plan:**

- *Improve the balance within the tax base to improve the financial strength of the town;*
- *Enable the Town to provide better services for residences and businesses;*
- *Generate higher sales & use tax revenue to the Town; and*
- *Create a better sense of “place” so that we are an attractive place to bring your family and bring your business.*

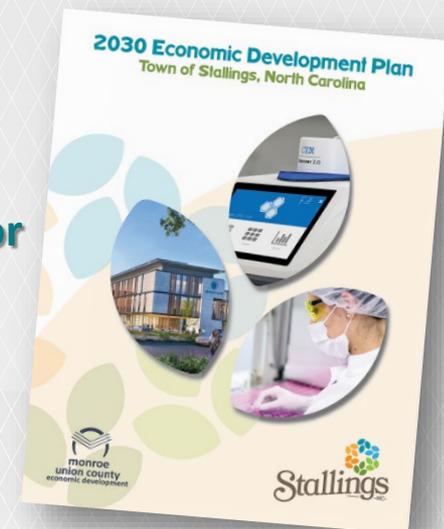
## **GOALS of the Economic Development Plan:**

- *Achieve an 80%/20% (residential/commercial) tax base by 2030;*
- *Create awareness and recognition of Stallings as a multifaceted community from its commercial/industrial centers, to its good neighborhoods and greenways;*
- *Make Stallings more of a destination than a pass-through community; and*
- *Create a Traditional Downtown*

## STRATEGIC ITEMS of the Economic Development Plan:

1. *Catalog existing businesses and develop methods of to demonstrate appreciation, and encourage their retention & expansion;*
2. *Develop business attraction strategies in alignment Town's vision;*
3. *Product Development Plan - identify land for commercial development ;*
4. *Develop Strategic Partnerships for retail development/enhancement - understand retail dynamics and partner with the private sector to improve existing retail centers; and*
5. *Communicate the Town's vision for Town Center SAP*

**ACTION STEPS will be coming for each of the Strategic Items**



“Take Aways” as we develop the plan

- The Town of Stallings is better off than most communities, given the home values
- But you must focus on the remaining land and apply the highest value development to that asset
- Town Council must work to strive for **BALANCE**, making decisions that will benefit the community long after this Council is in office





# *Town of Stallings Cost to Serve Analysis*

2021

## Questions / Comments

## Thank You

MUCED  
3509 Old Charlotte Highway  
Monroe, NC 28110  
(704) 282-5780



**Chris Platé**, *Executive Director*  
*chris@unionedc.com*  
*developunion.com*



# MEMO

To: Mayor and Council  
From: Alex Sewell, Town Manager  
Date: 1/20/21  
RE: **Proposed Union County Interlocal Agreement (Water/Sewer)**

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**Purpose:** Regarding Union County's proposed interlocal agreement on water/sewer, this memorandum provides background, analysis, and seeks Council direction.

**Background:**

- Union County operates a water/sewer utility and is the service provider for the majority of Stallings.
- In October 2020, County and Town staff met regarding water/sewer services. Here are some key highlights:
  - The stated purpose of this meeting was to share information, build trust, and identify opportunities to work together.
  - At this meeting, the County expressed interest in entering into an interlocal agreement regarding water/sewer service with all the municipalities.
  - The County indicated that it would provide a draft interlocal agreement for feedback soon, but the substance of the agreement was not clear at that time.
- Subsequently but also in October, Chairman Richard Helms of the Union County Commissioners came before the Council to discuss water/sewer issues.
- In late December, the County provided a draft interlocal agreement. Staff have evaluated this proposed agreement, posed several questions to the County, have shared with Council, and are staying in close contact with the Town of Indian Trail who received a substantially identical draft.

**Draft Interlocal Agreement:** While not exhaustive, here are some key highlights of the draft agreement:

- The County would be the exclusive water/sewer utility provider within the Town's jurisdiction.
- Restates existing County ordinances and policies regarding municipal owned developments/improvements and upsizing infrastructure.
- Indicates that the County and Town will work together regarding the County's Capital Improvement Plan (CIP) and Master Plan for the utility system.
- The Town would agree to be responsible for all operational costs for any approved package plants if a developer or subsequent owner (such as an HOA) ceases to provide sound operation/maintenance. A package plant is a wastewater treatment facility treating wastewater generated within a development.
- Term is for 30 years, but either party can terminate with at least 2 years written notice.

### **Town of Indian Trail Position:**

- Agreement as presented is not equitable on all sides.
- Since not a utility provider, shouldn't be involved in managing package treatment plans.
- Happy to work with the County to project our needs as part of the Capital Improvement Plan.
- If the Town were ever asked to contribute to a sewer plant, we would expect a guaranteed capacity reserved exclusively for the Town and that the Town would be repaid with interest as new sewer users are tied on. There may be a question of how and if this could work given we are not in the utility business.
- Communicate our thoughts to the Town of Stallings and work cooperatively through this.

**Analysis:** In staff's experience, working cooperatively with other municipalities on Countywide issues typically makes each municipality more effective in achieving individual goals. As such, staff are going to start the analysis by commenting (red text below) on the Town of Indian Trail's position:

#### **Town of Indian Trail Position**

- Agreement as presented is not equitable on all sides. **Agreed.**
- Since not a utility provider, shouldn't be involved in managing package treatment plans. **Agreed.**
- Happy to work with the County to project our needs as part of the Capital Improvement Plan. **Agreed.**
- If the Town were ever asked to contribute to a sewer plant, we would expect a guaranteed capacity reserved exclusively for the Town and that the Town would be repaid with interest as new sewer users are tied on. There may be a question of how and if this could work given we are not in the utility business. **While this approach may work for Indian Trail, Stallings is smaller with less fiscal resources. As shown in our 5-Year Financial Plan, the Town typically has relatively small operational budget margins and our unrestricted fund balance<sup>1</sup> is approximately \$4,138,000. In comparison, a new County wastewater treatment plant (4 MGD) is estimated to cost \$140,000,000 and there would likely be a lengthy repayment period back to the Town as new users connect. As a result, it would be challenging for the Town to make a meaningful capital contribution (such as 10%) to the County without taking what would likely be controversial/unpopular actions including significantly impacting existing Town services, a significant tax increase, and/or incurring significant debt. Even if the Town sought to take such actions, there would likely be significant hurdles and perhaps barriers to getting State approval.**
- Communicate our thoughts to the Town of Stallings and work cooperatively through this. **Agreed.**

**Next Steps:** If Council agrees with staff analysis, here is a draft of what could be the Town's position:

- The agreement is not equitable on all sides.

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<sup>1</sup> 12/31/20 Monthly Financial Report; Unassigned General Fund Balance as of 12/31/2020.

- Since the Town is not a utility provider, the Town should not be involved in managing package plants.
- The Town is happy to work with the County to project our needs as part of the County's Capital Improvement Plan (CIP).
- The Town is committed to keeping dialogue open and working cooperatively with Union County, the Town of Indian Trail, and other area municipalities.

If Council concurs, then staff would draft a communication incorporating the above position and send to Union County.

**NORTH CAROLINA  
UNION COUNTY**

THIS INTERLOCAL AGREEMENT is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter “County”), and [**MUNICIPALITY NAME**], a municipal corporation chartered under the laws of the State of North Carolina (hereafter “Municipality”).

**WHEREAS**, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 160A-460 *et seq.*, 153A-278, and 153A-445, as well as all other applicable law, to enter into interlocal agreements and partnerships for the provision of utility and public enterprise services, including water and wastewater services; and

**WHEREAS**, County owns a water and wastewater public enterprise utility and associated utility infrastructure which serves customers within Municipality’s jurisdiction; and

**WHEREAS**, County and Municipality desire to set forth certain understandings related to County’s water and wastewater utility, County’s provision of such utility services within Municipality’s jurisdiction, and Municipality’s role in associated planning; and

**WHEREAS**, outlining these mutual understandings and duties of County and Municipality relating to County’s public enterprise utility and the provision of water and wastewater public enterprise utility service within Municipality’s jurisdiction will foster cooperation, understanding, and planned progress for County’s utility operations and Municipality’s strategic planning.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to set forth certain understandings between County and Municipality regarding County’s water and wastewater public enterprise utility, and Municipality’s role regarding certain aspects of the utility, including utility operations within Municipality’s jurisdiction, utility extensions, upsizing of utility infrastructure, utility planning efforts, and package plants.
2. **COUNTY AS WATER/WASTEWATER PUBLIC ENTERPRISE UTILITY PROVIDER WITHIN MUNICIPALITY’S JURISDICTION.** County and Municipality acknowledge that County currently owns and operates (itself or through contract) a water and wastewater public enterprise utility (the “Utility”) that exists, and serves customers, within Municipality’s corporate limits. Municipality agrees that County is authorized to own, operate, improve, enlarge, extend, construct, and maintain the Utility and associated infrastructure within Municipality’s corporate limits (whether itself or through a contract with another entity, which may include, without limitation, the Union County Water and Sewer District). Municipality further agrees that (i) it will, in accordance with applicable law, not approve the provision of water and/or wastewater

service by any public enterprise utility except the Utility within Municipality's jurisdiction, without receiving the consent of Union County; and (ii) Municipality shall not, during the term of this Agreement, acquire, construct, establish, own, operate, or contract for the operation of a water and/or wastewater utility within its municipal boundaries, without receiving the consent of Union County.

3. **MUNICIPALITY-OWNED DEVELOPMENTS AND IMPROVEMENTS TO PROPERTY NECESSITATING UTILITY'S SERVICE AND EXTENSIONS.** Municipality agrees and understands that for any property that Municipality owns and is developing itself which requires the extension of existing infrastructure of the Utility, Municipality is responsible for the costs and construction of such extension in accordance with County's ordinances, policies, procedures, and specifications then in effect. This includes Municipality being considered as a developer under Article IV of Chapter 34 of the Union County Code, or any successor code provisions, ordinance, policy, or procedures of County related to extension of the Utility's infrastructure for development. County shall only be responsible for any associated costs as expressly set forth in County's ordinances, policies, procedures, and specifications then in effect related to such development and extensions.
4. **UPSIZING INFRASTRUCTURE.** Municipality understands and agrees that for any property that Municipality itself owns and is developing which requires the increase in size of existing Utility infrastructure to serve such development with water or wastewater services ("Upsized Infrastructure"), Municipality is responsible for the costs and construction of Upsized Infrastructure in accordance with County's ordinances, policies, procedures, and specifications then in effect.

However, County agrees to be responsible for the cost and construction of Upsized Infrastructure if all of the following conditions are met:

- (i) the Upsized Infrastructure is included as part of County's adopted Capital Improvement Program ("CIP") and Master Plan for the Utility;
  - (ii) Municipality has materially met the requirements for CIP and Master Plan input set forth in Section 5 of this Agreement; and
  - (iii) Municipality follows all other requirements for Upsized Infrastructure as set forth in County's ordinances, policies, procedures, and specifications then in effect, as a developer and owner of such property subject to development.
5. **MUNICIPALITY INPUT INTO COUNTY CIP OR MASTER PLAN.** County and Municipality shall endeavor to work collaboratively together as County updates its CIP and Master Plan for the Utility. Municipality agrees that it will timely provide County all reasonably requested data and information related to its development and growth plans and approvals. Municipality agrees to provide County with data concerning all approved and pending rezonings on at least an annual basis, in a format and schedule agreed upon by the staff of County and Municipality. Municipality shall also annually provide County information regarding any of its own development projects that may

require connection to Utility's infrastructure within the next five (5) years from the date of transmission of such information. County agrees to consider all such information and potential project inclusion as part of its drafting and adoption of the CIP and Master Plan for the Utility when such programs and plans are being created or updated.

6. **MUNICIPALITY RESPONSIBILITY FOR CERTAIN PACKAGE PLANTS.** If Municipality approves any development within its planning jurisdiction (whether within its corporate limits or extraterritorial jurisdiction), which development is served by a package wastewater treatment facility treating wastewater generated within the development (a "Package Plant"), Municipality agrees to be responsible for all operation and maintenance costs of such Package Plant for the operational life of the Package Plant in the event that the Developer or subsequent owner ceases to provide for the sound operation and maintenance of the Package Plant. This includes, without limitation, in the event of a developer or homeowners' association ceasing its own operation of a Package Plant, with the Utility assuming ownership and/or operation of such Package Plant.
7. **TERM AND TERMINATION.** This Agreement shall become effective as of its mutual execution by both parties (the "Effective Date"). The Agreement shall have a term of thirty (30) years from the Effective Date. Either party may terminate this Agreement, without cause, by giving at least two (2) years' written notice that it wishes to terminate the Agreement to the other party.

In the event of material breach of the Agreement by either party, the non-breaching party shall provide written notice to the breaching party who will have ninety (90) days during which to cure such breach. In the event the breaching party fails to cure the breach within ninety (90) days, the non-breaching party may terminate this Agreement upon provision of one hundred and eighty (180) days written notice to the breaching party.

8. **PERSONNEL.** All personnel responsible for administration of this Agreement who are employed by County or Municipality shall remain in all respects employees of County or Municipality respectively.
9. **PROPERTY OWNERSHIP.** Nothing in this Agreement shall be interpreted as to change or transfer any ownership in property of County or Municipality.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties related to the issues set forth herein. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.
11. **AMENDMENT.** This Agreement may be amended upon adoption of written amendments executed in writing on behalf of each respective governing body.
12. **JOINT EFFORTS.** This Agreement shall be considered for all purposes as prepared

through the joint efforts of the both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.

13. **SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.
14. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County and Municipality shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
15. **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants each to the other the existence of all capacity, authority, resolutions, and actions necessary to execute and enter into this Agreement.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

ATTEST

UNION COUNTY

\_\_\_\_\_  
Lynn G. West  
Clerk to the Board

\_\_\_\_\_  
William M. Watson  
County Manager

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

\_\_\_\_\_  
Finance Officer

ATTEST

[MUNICIPALITY NAME]

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Manager

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

\_\_\_\_\_  
Finance Officer