



August 12, 2019
 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.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 07-08-19 – special (2) 07-08-19 (3) 07-08-19 - closed	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i> Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:40 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: _____

4.	7:45 p.m.	<p>DA19.02.01 – Orissa Holdings, Matthews Indian Trail Road Townhomes</p> <p><i>Development Agreement for a 92-unit townhome project located at 2933 Matthews Indian Trail Road in tax parcels #07102028A, #07102029, and #07102030. The subject 8.16-acre tract is zoned MU-2 and located within the Monroe Bypass Small Area Plan.</i></p> <p>A. Open Public Hearing B. Information from Stall C. Close Public Hearing D. Council Vote</p>	Lynne Hair, Town Planner	<p>Approve (deny) development agreement.</p> <p>Motion: <i>I make the motion to approve (deny) DA19.02.01 – Orissa Holdings, Matthews Indian Trail Road Townhomes.</i></p>
5.	8:15 p.m.	<p>Development Ordinance Improvement Process (Birt, Romanow, Martin)</p>	Alex Sewell, Town Manager	Discussion and Possible Action
6.	8:35 p.m.	<p>Idlewild Road – DOT Concepts Recommendation</p>	Alex Sewell, Town Manager	
7.	8:45 p.m.	<p>Annexation 53 – Chestnut Lane Resolution Directing the Clerk to Investigate a Petition Received under N.C.G.S. 160A-31</p>	Alex Sewell, Town Manager	<p>Approve the resolution</p> <p>Motion: <i>I make the motion to approve the Resolution Directing the Clerk to Investigate a Petition Received under N.C.G.S. 160A-31.</i></p>
8.	8:50 p.m.	<p>Town Contract – Gateway Signage; Greenway and Park Signage; Small Area Plan Website Update</p>	Alex Sewell, Town Manager	<p>Approve (deny) contract.</p> <p>Motion: <i>I make the motion to approve (deny) the contract with Destination by Design for Gateway Signage; Greenway and Park Signage; Small Area Plan Website Update.</i></p>
9.	9:00 p.m.	<p>Pipe Installation Back of Fairway #2, Emerald Lake (Martin)</p>	Alex Sewell, Town Manager	Discussion and Possible Action
10.	9:10 p.m.	<p>Amendment to Chapter 93.01 (1)</p> <p><i>Abatement of Unsanitary and Unsafe Conditions adding language that would make it the responsibility of the property owner to maintain the area of their property that is within the right-of way</i></p>	Kolleen Dickinson, Code Enforcement	<p>Approve (deny) amendment.</p> <p>Motion: <i>I make the motion to approve (deny) Chapter 93.01(1) Amendment.</i></p>
11.	9:20 p.m.	<p>Resolution Opposing High Density Housing By Union County on Municipal Borders (Paxton)</p>	Alex Sewell, Town Manager	Discussion and Possible Action
12.	9:30 p.m.	<p>Adjournment</p>		

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

The Town Council of the Town of Stallings met for a special meeting on July 8, 2019, at 5:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina. This was a joint meeting of the Town Council and Planning Board.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were: Council Member Billy Birt, Jr.

Those present from the Planning Board were: David Barnes, Misty Craver, Rocky Crenshaw, Jack Hudson, Bob Koehler, Allen Taylor, and Jacqueline Wilson.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager/Town Clerk; David Furr, Planning Technician; and Melanie Cox, Town Attorney

1. Call the Meeting to Order

Mayor Dunn called the meeting to order.

2. Development Agreement Process

Mayor Dunn noted Town Manager Sewell's memo reviewing the Council's decisions up to that point regarding the Development Agreement process and offered potential solutions to improve the process. Town Manager Sewell's memo is attached to these minutes and therefore incorporated herein.

Council Members debated the different components of the Development Agreement Process and the limitations of the Development Ordinance. Four main issues had emerged and were summarized by Town Manager Sewell:

- The inability to deny a multi-family project without a commercial component.
- Public notification/participation requirements.
- The extensive amount of time/resources needed to process a DA and whether it makes sense for smaller projects.
- School impact information and how it can be used in making zoning decisions.

Council held consensus to make "stand alone" multi-family a conditional zoning in the MU1, MU2, and TC districts requiring Council approval of a conditional zoning (which would require a community meeting). However, if the project had 25% of square footage commercial use then it would be allowed under the current zoning ordinance and use the current Development Agreement process.

Planning Board Member Crenshaw left the meeting at 6:24 p.m.

Council discussed the public notification and participation requirement. It held consensus to keep the notification mailings be increase the distance to 500 ft. within county limits with first class mail; continued use of the Enquirer-Journal for legal ads; and use website and social media sites for notifications.

Council requested involvement earlier in process and information about any projects right away.

3. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Romanow, and the motion received unanimous support. The meeting was adjourned at 6:50 p.m.

Approved on _____, 2019.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on July 8, 2019, at 7:00 p.m. at the Stallings Town Hall, 315 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members John Martin, Lynda Paxton, Deborah Romanow, and Shawna Steele.

Those absent were: Council Member Billy Birt, Jr.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Deputy Town Manager/Town Clerk; David Furr, Planning Technician; Chris Easterly, Town Engineer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and delivered the invocation. He then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Bob Ragon, 5000 Cinnamon, liked the discussion during the joint special meeting that was prior to this meeting. In the Comprehensive Land Use Plan (CLUP), page 239, single family detached housing served about 35-40% of the population. Mr. Ragon felt that was a wrong statistic. He said the plan talked about missing middle housing, but he felt nothing being built addressed the middle housing. Mr. Ragon quoted the Census Department which said the home ownership rate was 64% in the U.S. with the rental vacancy rate at 7%. He also stated that 43% of renters lived in single family houses so therefore apartments were not the desired place to live. Mr. Ragon said apartments had 50% turnover every year. Mr. Ragon asked the Council to keep those types of statistics in mind when making decisions. He asked the Council research the information carefully.

1. Approval of Consent Agenda Items

A. Minutes of the following meetings:

- (1) 05-13-19
- (2) 05-13-19 – closed
- (3) 05-28-19 – emergency
- (4) 05-28-19 – closed
- (5) 06-03-19 – special
- (6) 06-10-19
- (7) 06-10-19 – closed
- (8) 06-24-19

Council Member Romanow made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Steele which passed unanimously by Council.

2. Reports

A. Report from the Mayor

Mayor Dunn had no report.

B. Reports from Council Members/Town Committees

Council Member Paxton stated that it had come to her attention that other Council Members had communicated among themselves and to other citizens that she had a financial interest in the Solis site which they felt had influenced her decision on the site. She stated she had been transparent and had presented offers to two different developers for the site in May and June in 2018. The asking price for the property was too high for each developer. Both developers made offers which were rejected by Union Power. Council Member Paxton stated she did not learn of the Solis project until January 2019 and had informed Mr. Pappas of each of those previous offers. When all the commercial components were removed from the project and the traffic studies, Ms. Paxton was not in favor of the project. She stated that her decision of the project had nothing to do with any personal financial gain.

Ms. Paxton also reported that at the CRTPO meeting, the Old Monroe Road Project financing was discussed as Indian Trail had removed its \$10 million funding of the project. There was no decision made at the meeting as to how to proceed without the funding.

Council Members Martin, Romanow, Scholl, and Steele had no reports.

C. Report from Town Manager/Town Departments

Chris Easterly, Town Engineer, updated the Council on the Idlewild Road widening project. He reminded the Council that on July 25 at Poplin Elementary School, there would be an open house hosted by NCDOT. The project would be a six-lane median divided corridor from Barney Drive to Rockwell Drive with traditional and Michigan-left intersections and a diversion diamond.

Council held consensus to formally submit comments to NCDOT on this project, approving of the diversion diamond but not the Michigan-left intersections. At Stevens Mills and Idlewild, Council requested a traditional intersection with its second choice of a round-about.

Council Member Paxton would try to get the topic on the TCC committee agenda.

3. Agenda Approval

Council Member Romanow made the motion to approve the Agenda as presented. The motion was passed unanimously by Council after a second from Council Member Paxton.

4. Annexation 52 – Arant/Northeast Tool

Mayor Dunn opened the public hearing. No one was present to speak on the public hearing concerning the topic. Mayor Dunn closed the public hearing.

Deputy Town Manager Nichols explained this was a voluntary annexation which resulted from an expansion and rezoning on the property. The acreage was approximately 12.3 acres.

Council Member Romanow made the motion to approve the *Ordinance Approving Annexation 52 – Arant/Northeast Tool*. The motion received a second from Council Member Scholl and passed unanimously. The *Ordinance Approving Annexation 52 – Arant/Northeast Tool* is attached to these minutes and therefore incorporated herein.

5. Development Agreement Process

Clerk's Note: This discussion was a continuation of the discussion from the joint special meeting of the Town Council and Stallings Planning Board on July 8, 2019 at 5 p.m.

Discussion continued on the Development Agreement Process as Mayor Dunn continued to review Town Manager Sewell's memo offering potential solutions to improve the four main issues needing attention:

- The inability to deny a multi-family project without a commercial component.
- Public notification/participation requirements.
- The extensive amount of time/resources needed to process a DA and whether it makes sense for smaller projects.
- School impact information and how it can be used in making zoning decisions.

Council discussed the possibility of expanding the DA Subcommittee to include a community and Planning Board Member or using the entire Council for the DA Subcommittee. Council held the consensus to have a standing 5 p.m. meeting prior to the second Council Meeting of the month for the DA Subcommittee. The DA Subcommittee would remain in its current structure, but it would have the prerogative to invite community members to the discussion as it saw fit per project.

This item would be placed on the August meeting agenda for Council to continue discussing. Council agreed that it could not change the school districting process or issues. Town Manager Sewell would summarize the changes/consensus for discussion at the Council's next regular meeting in August.

6. Settlement Agreement and Release in 19 CVS 445 Stallings v. Phoenix Land Surveying
Town Attorney Cox explained that Phoenix Land Surveying had agreed to pay the Town of Stallings \$5000. Once the check was received, the Town could then take a dismissal in Union County Superior Court.

Council Member Steele made the motion to approve the Settlement Agreement and Release in 19 CVS 445 Stallings v. Phoenix Land Surveying. The motion passed unanimously by Council after a second from Council Member Romanow.

7. Closed Session Pursuant to NCGS 143-318.11(a)(3)

Council Member Steele made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) and to invite Sgt. Steve Brown into the session. The Council would discuss Town of Stallings v. Loukos 18 CVS 769 and Courtyards at Weddington Road, et al v. Town of Stallings 19 CVS 1841. The motion was passed unanimously after a second from Council Member Romanow.

Council went into closed session at approximately 8:38 p.m. and reconvened in open session at approximately 9:28 p.m.

8. Adjournment

Council Member Steele moved to adjourn the meeting, seconded by Council Member Romanow, and the motion received unanimous support. The meeting was adjourned at 9:29 p.m.

Approved on _____, 2019.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

Agenda Item # 4

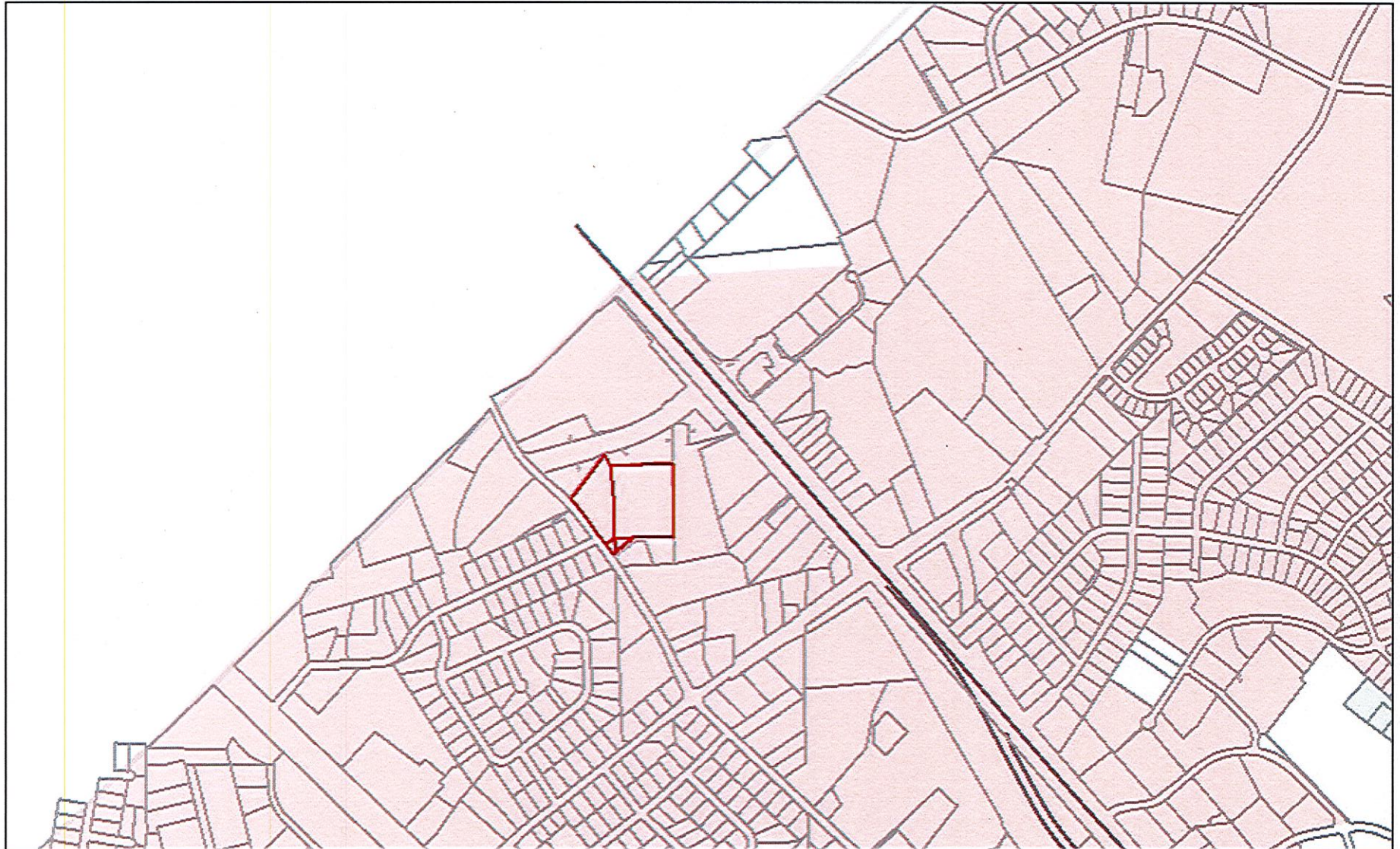
To: Town Council
From: Lynne Hair, Planning and Zoning Administrator
Date: August 6, 2019
RE: DA19.02.01

Attached please find a copy of the final Development Agreement document for Orissa Holdings a townhome project located on Matthews-Indian Trail Road at Scott Clark Toyota.

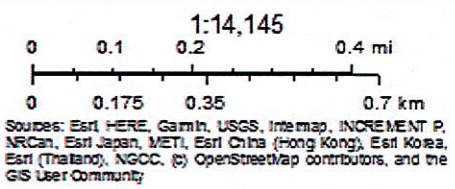
The public hearing for this item will be held Monday night, this is the final step in the Development Agreement process and staff is seeking approval of the document.

The Planning Board voted to recommend approval of the DA at their April 16, 2019 meeting.

GoMaps



August 6, 2019



STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2019 (the “**Effective Date**”) by and among **Orissa Holdings** (hereinafter collectively referred to as “**Developer**”), and the **Town of Stallings**, a North Carolina municipal corporation (“**Town**”).

STATEMENT OF PURPOSE

1. Section 160A-400.20(a)(1) of the North Carolina General Statutes provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”
2. Section 160A-400.20(a)(3) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”
3. Section 160A-400.20(a)(4) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”
4. Section 160A-400.20(a)(5) of the North Carolina General Statutes provides that “because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”
5. Section 160A-400.20(a)(6) of the North Carolina General Statutes provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.”
6. Section 160A-400.23 provides that a local government may enter into a development agreement with a developer for the development of “developable property of any size.”
7. In view of the foregoing, Sections 160A-400.20(b) and 160A-400.22 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160A-400.20 through 160A-400.32 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

BACKGROUND

1. Orissa Holdings is the owner of an approximately 8.16-acre parcel of land located at 2933 Matthews Indian Trail Road in Stallings, Union County, North Carolina that is designated as Parcel Numbers 07102028A, 07102029, and 07102030 on the Union County Tax Maps (the “**Property**”). The Property is more particularly depicted on **Exhibit A**, a metes and bounds legal description of the property, attached hereto and incorporated herein by reference.
2. On November 27, 2017, the Town adopted the Town of Stallings Comprehensive Land Use Plan (the “**Land Use Plan**”). The Land Use Plan contains, among other things, small area plans for three key areas within the Town’s corporate limits, one of which is the Monroe Bypass corridor. The Monroe Bypass Corridor Small Area Plan (the “**Small Area Plan**”) provides land use recommendations and guiding principles for the development of the parcels of land within the area subject to the Small Area Plan. The Property is located within the area subject to the Small Area Plan.
3. Among other things, the Small Area Plan recommends single family attached homes, multi-family residential uses and commercial uses on the Property.
4. Developer desires to develop no more than 92 attached townhome units on the Property (the “**Project**”) in accordance with the terms of this Agreement, the Concept Plan, attached as Exhibit B (defined below) and the Town of Stallings Development Ordinance (the “**Ordinance**”) that will contain single family attached dwelling units.

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at large and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Project in accordance with the terms of this Agreement and the approvals set forth herein without encountering future changes in ordinances, regulations or policies that would affect Developer’s ability to develop the Project under the terms of this Agreement.

TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

1. **Public Hearing.** Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on _____, 2019 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved the subsequent execution of this Agreement by the Town on _____, 2019.
2. **Permitted Uses/Maximum Density.** The Property is located in and may be devoted to the uses permitted in the MU-2 zoning district. For purposes of this Agreement, the property is limited to development of not more than 92 attached townhome units. A Concept Site plan is attached hereto as Exhibit B and incorporated by reference.

3. Development of the Property. The Property may be developed in accordance with the site development plan, which shall be submitted to, and is subject to the approval of the Development Administrator, the associated permits, and the applicable provisions of the Development Ordinance and the terms of this Agreement.

4. Transportation Improvements. The development of the Property shall comply with the following transportation requirements.

Vehicular access shall be as generally depicted on the Concept Plan. The placement and configuration of the access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Town and/or the North Carolina Department of Transportation.

As depicted on the Concept Plan, the Property will be served by internal public streets and internal private alleys, and adjustments to the locations of the internal public streets and the internal private alleys shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

Internal Street A, B, and E will comply with requirements of the "Neighborhood Street 2" cross section as identified in the Stallings Small Area Plan Thoroughfare Maps. **(Exhibit B)**

Internal Street D and C will comply with requirements of the "Neighborhood Street 3" cross section as identified in the Stallings Small Area Plan Thoroughfare Maps. **(Exhibit C)**

That portion of Matthews Indian Trail Road fronting the project will comply with requirements of the "Main Street 2" cross section off street improvements identified in the Stallings Small Area Plan Thoroughfare Maps. **(Exhibit D)**

Right of Way easements will be provided for Street A, B and E to allow for future extension of these roads when the adjacent property is developed. **(Exhibit E)**

5. Streetscape Treatment.

The streetscape treatment along the Property's public street frontages shall comply with the requirements of the Ordinance. Developer shall install a stamped concrete crosswalk at the intersection of Street A and the first alley on the left at the entrance, (to be shown on the final Concept Plan) and on the alleyway that is in front of the park.

A cross section of the park area alley ways is depicted on **Exhibit F**

Decorative streetlights will be installed on the public streets on the Property. The decorative streetlights to be installed on the public streets on the Property shall be the decorative streetlights depicted on **Exhibit G** attached hereto or another type of decorative streetlight approved by the Development Administrator.

6. Greenway and Open Space.

Open space shown on the Concept Plan to be constructed on the Property shall comply with the open space requirements of the Ordinance.

7. Architectural standards

Height, lot dimensions and densities are established by this Agreement and the Ordinance.

Additional architectural requirements for the buildings containing single family attached dwelling units will meet the minimum standards established by Article 9.3 of the Development Ordinance and the Developer agrees to the following additional standards:

Proposed architectural standards – Matthews Indian Trail Townhome Project	
1.	Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks. No elements, including steps, shall project over the property line at the ground level.
2.	Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls. Maximum height 4 feet at street frontage, 8 feet at interior side and rear.
3.	Porches will be covered and have a minimum depth of 5 feet.
4.	A minimum of 18 inches of the base of the building wall shall be clad in brick or stone.
5.	Exterior walls shall be finished in cementitious siding, stucco, brick or stone or combinations of the foregoing.
6.	Walls may be built of no more than two materials and shall only change material along a horizontal line, typically at a floor line or a gable end, with the heavier material below the lighter.
7.	Chimneys shall be finished with brick, stone or stucco and shall be a minimum 2:1 proportion in plan and capped to conceal spark arresters. Fireplace enclosures and chimneys shall extend to the ground.
8.	Porches, columns, posts, spindles, balusters shall be made of wood or vinyl. Porches may be enclosed with glass or screen of a maximum of 30% of their length.
9.	Stoops will be made of wood, brick or concrete. If concrete, a stoop will have brick, stone or stucco foundation walls.
10.	Decks shall be located in rear yards only and shall be painted or stained.

11.	The following shall be located in rear yards only provided they are not visible from the fronting street or a public right of way: a) HVAC equipment b) Utility meters c) Satellite dishes d) Permanent grills e) Permanent play equipment f) Hot tubs HVAC and utility meters may be located in a side yard if screened from view and no closer than 5 feet from side property lines and installed per the utility companies' guidelines
12.	Wood elements must be painted or stained with an opaque or semi-solid stain, except walking surfaces may be left natural.
13.	Roofs shall be clad in corrugated 5v crimp or standing seam galvanized steel, galvaline, or copper, asphaltic or fiberglass shingles shall be architectural grade.
14.	Interior ceilings will have a minimum height of 9' on the first floor of a multi-story townhome unit.
15.	Eaves which overhang less than 8" shall be closed soffit. Eaves which overhang more than 16' shall have exposed rafters. Eaves which overhang 8' and 16' shall have either a closed soffit or exposed rafters. Rafter tails may not exceed 8" in depth.
16.	Doors shall be clad or made of wood, glass, fiberglass or steel. Doors shall be painted or stained.
17.	Bay windows shall be made of trim lumber with corner trim no less than 5.5".
18.	Shutters shall be use high grade vinyl wood look or a smooth look such as Fypon or Mid-American high-quality shutters.
19.	Front doors, including the entry door to the porch on a side yard shall be located on the frontage line.
20.	Garage doors on each unit shall be carriage style garage door and the garage door will contain hardware.
21.	End units on lots 1, 5, 6 and 16 shall have broken/enhanced gables. End units on lots 25 and 26 shall have broken/enhanced gables and enhanced landscaping to include monument walls. End units on lots 73,82 and 83 shall have enhanced landscaping.

8. Law in Effect at the Time of the Agreement Governs the Development of the Project. The laws, land development regulations and ordinances applicable to the development of the Project are those in force as of the date of this Agreement. Accordingly, Developer and its successors in interest shall have a vested right to develop the Project in accordance with the Concept Plan, the terms of this Agreement and the terms of the Ordinance and any applicable laws, land development regulations and ordinances as they exist as of the date hereof during the entire term of this Agreement. Pursuant to N.C.G.S. § 160A-400.26 and except as provided in N.C.G.S. § 160A-385.1(e), the Town may not apply subsequently adopted laws or amended laws, land development regulations, ordinances or development policies to the Project or to the Property during the term of this Agreement without the written consent of Developer or its successors in interest. Additionally, no future impact fees shall apply to the Project or to the Property without the written consent of Developer or its successors in interest. This Agreement does not abrogate any rights

preserved by N.C.G.S. § 160A-385 or N.C.G.S. § 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement.

9. Term. The term of this Agreement shall commence on the Effective Date and shall expire five (5) years thereafter on _____ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

10. Local Development Permits. In accordance with N.C.G.S. § 160A-400.25(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Project:

- (a) Erosion and Sediment Control Permit (Union County).
- (b) Water Extension Permit (NCDENR).
- (c) Sewer Extension Permit (NCDENR).
- (d) NCDOT Encroachment Permit.
- (e) NCDOT Entrance Permit.
- (f) Zoning Permits.
- (g) Building Permits.

All other local, state or federal permits required for the Project.

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with the law governing the local permitting requirements, conditions, terms or restrictions.

11. Public Facilities. The following public facilities will serve the Project: Public Sewer and Public Water.

12. Sewer and Water Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install the water and sewer lines to be located within the Project (the "**Internal Water and Sewer Lines**"). The Internal Water and Sewer Lines shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be transferred to Union County for ownership and maintenance after they have been constructed and installed.

13. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. A minor amendment to the Concept Plan approved by the Town of Stallings Development Administrator shall not be considered to an amendment to this Agreement.

14. Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

15. Periodic Review.

Pursuant to N.C.G.S. § 160A-400.27, the Development Administrator or other Town Manager designee shall conduct a periodic review, (the "**Periodic Review**") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

If, as a result of the Periodic Review, the Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, the Town shall serve notice in writing, within a reasonable time after the Periodic Review, upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach.

If Developer fails to cure the material breach within the time given, then the Town unilaterally may terminate or modify the Agreement; provided, however, that the notice of termination or modification or finding of breach may be appealed to the Board of Adjustment in the manner provided by N.C.G.S. § 160A-388(b).

16. Default. The failure of Developer or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by the Town absent its according to Developer the notice and opportunity to cure set out in N.C.G.S. § 160A-400.27. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction. Notwithstanding anything contained herein to the contrary, the violation of any rule, policy, regulation, ordinance or law by a homeowner or builder in the Development shall not be considered to be an event of default under this Agreement. That being said, the Town is not waiving its ability or right to enforce the Ordinance or any other Town regulation in accordance with the terms of the Ordinance or any such regulation.

17. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid,

registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

The Town at: Town of Stallings
c/o Town Manager
315 Stallings Road
Stallings, North Carolina 28104

Developer at: Orissa Holdings, LLC
c/o Ty Matthews
608 Briar Patch Terrace
Waxhaw, NC 28173

18. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and Developer relative to the Property and the Project and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

19. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

20. Assignment. After notice to the Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property owned by Developer without the written consent of the Town. In the event that Developer sells the Property in its entirety and assigns its rights and responsibilities to a subsequent landowner, then Developer shall be relieved of all of its covenants, commitments and obligations hereunder.

21. Excluded Property. Notwithstanding anything contained herein to the contrary, the following property that is conveyed by Developer to a third party shall not be subject to or encumbered or burdened by this Agreement:

A lot containing a single family attached dwelling unit for which a certificate of occupancy has been issued.

22. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

23. Counterparts. 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.

24. Agreement to Cooperate. 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.

25. Agreements to Run with the Land. This Agreement shall be recorded in the Union County Registry. The Agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

26. Hold Harmless. Developer agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, Developer's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages to the extent arising from the negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

27. Severability. 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.

28. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town of Stallings Town Council. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

29. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the Developer or the Town.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Developer:

Orissa Holdings

By: _____

Name: _____

Title: _____

State of North Carolina
County of _____

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Date: _____

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

- The parties acknowledge that Developer may create a single-purpose limited liability company to hold title to the Property at the time Developer closes on the purchase of the Property and it is contemplated that this Agreement shall be revised to reflect that such entity is Developer and shall be executed by such single-purpose entitle and recorded after the deed into such entity is recorded.

The Town:

TOWN OF STALLINGS, a Municipal Corporation

By: _____

Name: Alex Sewell

Title: Town Manager

State of North Carolina

County of _____

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Date: _____

Notary Public Signature

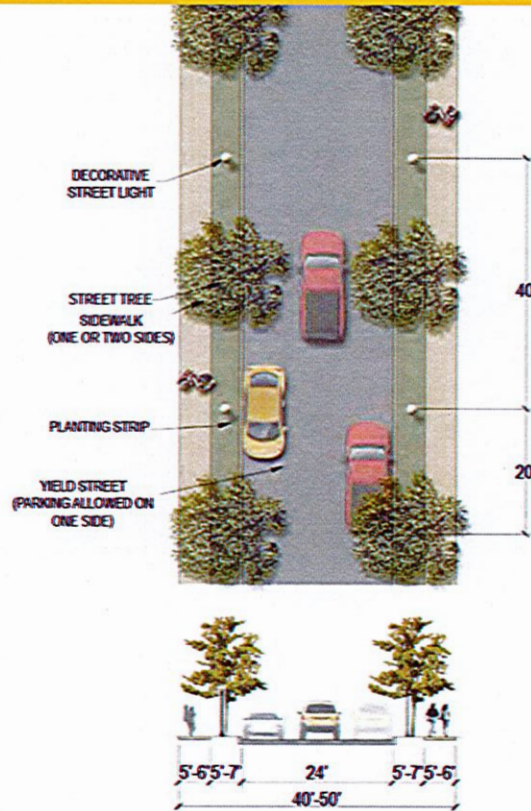
Notary Public Printed or Typed Name

My Commission Expires: _____

Exhibit B

Neighborhood Street 2 NS2: 40' - 50'

Description	This thoroughfare section is intended for residential areas. The pavement area is unmarked to allow for informal parking. The travel way for cars is narrower than Type 1 Neighborhood Streets, to create a yield movement condition between moving cars and parked cars.
Curb Type	vertical curb
ROW Width	40' min, 50' max
Lane Width	Two lanes, 24' total curb to curb, unmarked
Design Speed	25 mph
Parking	informal, one side only
Cycle Lanes	Signed route, as needed
Sidewalk Width	both sides, min 6'
Planter Type	Planting strip, 5' min - 7' max
Street Trees	40' on center average
Applicability	See Small Area Regulating Plan



Downtown Small Area Plan

STREET SECTIONS

- Boulevard
- Main St 1 & 2
- Neighborhood St 1, 2 & 3
- Parkway
- Light Imprint



Exhibit C

Neighborhood Street 3 NS3: 38' - 46'

Description

This thoroughfare section is intended to provide direct access to the front of a limited cluster (no more than 12) of single family structures. This section must be paired with a Rear Lane that provides off street parking access.

Curb Type

vertical curb

ROW Width

38' min, 46' max

Lane Width

Two lanes, 10' max each, unmarked

Design Speed

20 mph

Parking

NA

Cycle Lanes

Signed route, as needed

Sidewalk Width

both sides, min 5'

Planter Type

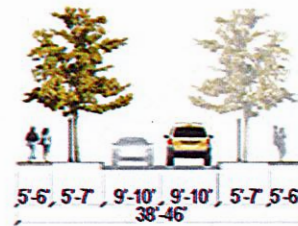
Planting strip, 5' min - 7' max; may be waived in certain conditions

Street Trees

40' on center average

Applicability

See Small Area Regulating Plan



Downtown Small Area Plan

STREET SECTIONS

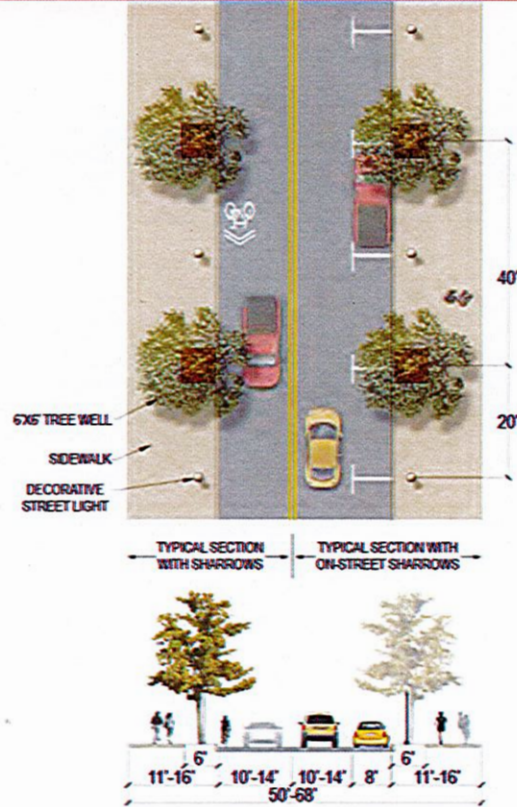
- Boulevard
- Main St 1 & 2
- Neighborhood St 1, 2 & 3
- Parkway
- Light Imprint



Exhibit D

MAIN STREET 2 MS2: 50' - 68'

Description	This thoroughfare section is intended to serve Stallings' new Downtown in areas where the ROW is insufficient to accommodate a Type 1 Main Street. This Type is also appropriate for blocks between residential neighborhoods and mixed use corridors/districts, as the section can quickly transition within the span of a block or less.
Curb Type	vertical curb
ROW Width	50' min, 68' max
Lane Width	Two lanes, 10' each; 14' with cycle sharrows
Design Speed	25 mph
Parking	one sides, parallel parking 8' max.
Cycle Lanes	Sharrows as needed, total travel lane 14'
Sidewalk Width	both sides, min 12'
Planter Type	Tree wells, 6' x 6' max
Street Trees	40' on center average
Applicability	See Small Area Regulating Plan



Downtown Small Area Plan

STREET SECTIONS

- Boulevard
- Main St 1 & 2
- Neighborhood St 1, 2 & 3
- Parkway
- Light Imprint





MEMO

To: Town Council, Planning Board
From: Alex Sewell, Town Manager
Date: 7/12/19
RE: Development Ordinance Improvement Process

Purpose: This memorandum provides follow-up from the 7/8/19 Town Council/Planning Board joint meeting regarding the Development Ordinance improvement process.

Background:

- The Town requires development agreements (“DA”) for certain types of developments - The current process is as follows:
 - Phase 1 – Project Evaluation (Technical Review)
 - Phase 2 – Staff Agreement Negotiations
 - Phase 3 – Council Sub Committee Agreement Negotiations
 - Phase 4 – Planning Board Review
 - Phase 5 – Council Agreement Negotiations
 - Phase 6 – Public Hearing/Council Consideration
- At the 6/10/19 Council meeting, staff made several observations and corresponding recommendations for improving the efficiency/effectiveness of the DA process. The Council sought more time to consider the recommendations and asked that it be put on the 6/24/19 agenda.
- At the 6/24/19 Council meeting, staff presented a memo it had previously provided and indicated:

“...in listening to conversations over the past couple of months, staff would offer a broader approach is potentially necessary to address concerns raised regarding the development ordinance. Specifically concerns raised include:

- 1.) Public notification requirements and whether the Town’s current standards are inclusive enough;
- 2.) The inability to deny a multifamily project without any commercial component;
- 3.) Concerns that mixed-use areas would become all apartments without commercial components;
- 4.) The lack of community participation in the DA process;
- 5.) The amount of time needed to process a DA, and does it make sense to require for smaller projects;

- 6.) School impact information and how such information can be used in making zoning decisions; and
- 7.) Whether it is prudent to require DAs for all uses in zoning districts.

Staff would suggest the following:

- 1.) Use the 6/24/19 Council meeting to confirm the list of Council concerns;
- 2.) Have staff develop possible changes aimed at addressing concerns to be presented at the 7/8/19 Council meeting;
- 3.) At the 7/8/19 Council meeting, the Council would be presented with some possible changes and a Council work session would be scheduled to talk about these potential changes in-depth (possibly 7/10, 7/11, 7/22, or 7/23); and
- 4.) Following Council's direction after a work session, staff will draft changes and bring to the Planning Board and the Town Council for approval.

- At the 6/24/19 Council meeting, the Town Council discussed concerns and training, opted to schedule a joint meeting with the Planning Board on 7/8/19 to discuss, and directed staff to bring some potential suggestions to address identified concerns.
- For organizational efficiency, staff have grouped the concerns identified above into four general categories:
 - 1.) The inability to deny a multi-family project without a commercial component.
 - 2.) Public notification/participation requirements.
 - 3.) The extensive amount of time/resources needed to process a DA and whether it makes sense for smaller projects.
 - 4.) School impact information and how it can be used in making zoning decisions.
- In anticipation of the 7/8/19 meeting, staff presented Council and the Planning Board with possible solutions designed to concerns raised. The potential solutions are based-upon the Council's agreed-upon mutual concerns and are not meant as an exhaustive list of all concerns raised at recent public meetings. Indeed, some concerns raised at recent public meetings appear to be broad disagreements with the overall philosophy of the Town's current land use ordinances and Small Area Plans (i.e. density).

- At the 7/8/19 Council meeting¹, the majority of the Council clarified that they are still committed to the overall philosophy of the Small Area Plans, but that the Council recognizes that any new policy is going to require some tweaks following initial implementation and therefore are committed to exploring potential changes to address agreed-upon concerns.
 - The Council came to a consensus on several items (see list in the section below) but determined several items needed further discussion.
 - The Council opted to continue discussion at the 8/12/19 Council meeting.

Possible Solution Presented and Council Direction from 7/8/19 Meeting:

NOTE: The presented possible solutions are in black text below and **Council direction from the 7/8/19 Council meeting is indicated in red text**. The below is not meant to be an exhaustive recording of all ideas discussed at the meeting. Rather, it is a listing of areas where there appeared to be a clear definite consensus. However, it should be noted that all issues were not resolved which is why the Council indicated it would continue discussions at the 8/12/19 Council meeting. **Follow-up discussion on unresolved issues is highlighted in yellow.**

Concerns Category #1 – The inability to deny a multi-family project without a commercial component.

- **Make “stand-alone” multi-family in the MU1, MU2, and TC districts require Council approval of a conditional zoning.**
- **Require multi-family to include commercial use equivalent to at least 25% of multi-family square footage to be a by-right use in the MU1, MU2, and TC districts.**
- Potential Solutions
 - Make “stand-alone” multi-family a conditional use in the MU1, MU2, and TC districts, requiring Council approval of a conditional zoning;
 - Require multi-family to include commercial use on ground floor/street level under at least 25% of development’s proposed units to be a by-right use in the MU1, MU2, and TC districts.
 - Pros:

There was a special joint meeting between the Planning Board and Town Council followed by a regular Town Council Meeting. These development issues were discussed at both meetings.

- Council can deny a multi-family project without a commercial component – more flexibility/leverage;
- Addresses concerns that mixed-use areas will have more multi-family than amount envisioned in the Town’s adopted Small Area Plans (i.e. mixed-use areas being only multi-family development).
- Cons:
 - Will likely undermine the Town’s adopted Small Area Plans by decreasing planned densities if multi-family is denied in the future where it is called for in the SAPs, and/or if developers choose to build lower density residential rather than an uncertain conditional zoning process (Higher density in limited areas is a foundational element to enacting the adopted SAPs vision);
 - Will this ordinance change be able to force the market to bring the desired quality commercial development in the SAPs? Consultant previously advised that Stallings does not currently have the needed densities for the type of quality commercial development envisioned by the SAPs (i.e. need the rooftops first to attract desired commercial);
 - Small Area Plans do not envision every single new development within an area being mixed-use. Rather, that the entire area generally be a mix of allowed uses with certain uses in certain areas.

Concerns Category #2 – Public notification/participation requirements.

- **Change ordinance requirements for notification of property owners to 500’ within the County. This should be done via first class mail and applies to rezoning and conditional zoning. As part of the typical process (but do not make an ordinance requirement), the Town should put out the notice on Facebook and send out to the sunshine list.**
- Potential Solutions
 - Change ordinance requirements for notification of property owners to 500’ within County. This applies to rezoning, conditional zoning;
 - Pros:
 - Wider notification will increase community awareness of proposed development.
 - Cons:
 - None other than additional notice cost (postage, etc.).
 - NOTE: Making stand-alone multi-family require conditional zoning under concern #1 would also increase community notification and potential participation.

Concerns Category #3 – The extensive amount of time/resources needed to process a DA and whether it makes sense to require for smaller projects.

- Staff Note: At the 7/5/19 Council meeting, there was not a consensus reached. It was suggested that the DA requirement be for projects 25+ acres instead of 50+ acres. Staff had expressed concern that, with this lower threshold, the continuing the current staff workload could be unsustainable in the long-term given the extensive amount of time/resources needed to process a DA. After discussing internally, staff recognize that it is possible that the current heavy workload could be largely driven by subcommittee scheduling difficulties and the initial flood of applications. If that is the case, it is possible that unsustainable workload concerns might not be warranted. As a result, staff would be supportive of changing this DA requirement to 25+ acres. Staff would suggest that, if Council implements a 25+ acre threshold, that we monitor workload and discuss again if workload proves unsustainable in the future.

- Potential Solutions

- Remove the DA requirement for all projects and only require for projects of 50+ acres;
- Increase ordinance requirements for items the Town was asking for through the DA process, so the Town is getting the same result (like developer installing greenway per the adopted Greenway Plan²).

▪ Pros:

- The DA process has proven to be a larger-than-anticipated resource commitment – would be a more efficient use of resources by prioritizing resources on large-scale projects such as Atrium Hospital;
- Helps address the current backlog of applications.

▪ Cons:

- Less opportunity to ask for voluntary improvements from developer although this can at least in part be addressed by increasing ordinance requirements.

Concerns Category #4 – School impact information and how it can be used in making zoning decisions.

- **Council opted to not add a school impact study requirement.**

- Potential Solutions

- Add school impact study for rezoning and conditional zoning requests. Could be added to Article 5.4-4 Conditional Zoning Application Procedures.

▪ Pros:

² Staff believe we can require developers to install Greenway Trails but this requirement more explicit will help ensure there are no challenges.

- Will allow the Council to consider school impact information in making some zoning decisions.
- Cons:
 - The Town can't stop regional residential development permanently, so if school overcrowding is an issue then it will continue until addressed by the relevant entities or growth patterns change (not a panacea).
- NOTE: The school impact study consultant commonly used by developers through Indian Trail's requirement typically costs between \$3,500 to \$5,500 depending on complexity and timing.

Miscellaneous Suggestions

- Council opted to not change the subcommittee participants to the entire Town Council (but Council members may invite community members such as HOA representatives as they deem appropriate);
- Council opted to have subcommittee meetings automatically scheduled for 5 PM prior to regular Council meetings as project needs dictate (subcommittee members will schedule additional meetings as warranted).
- Traffic Impact Analysis (TIA) Ordinance – update ordinance to clarify that the Town controls timing of required mitigation improvements;
- Change participation of required DA subcommittee to full Town Council;
- Automatically schedule the full DA Town Council meetings (previously subcommittee meetings) at 5 PM prior to regular Council meetings.

Next Steps: The Council opted to continue discussions on outstanding items at the 8/12/19 Council meeting. If a consensus is reached, then Council could direct staff to draft the text of the approved consensus solutions, or any other action deemed appropriate by Council. If a consensus is not reached, then another work session could be scheduled, or any other action deemed appropriate by the Council.



MEMO

Agenda Item # 6

To: Town Council

From: Alex Sewell, Town Manager

Date: 7/24/19

RE: U-4913 Idlewild Road Widening – Idlewild Work Team Recommendation

Purpose: This memorandum provides background on the ongoing dialogue regarding NCDOT TIP Project U-4913 (Idlewild Road Widening) and provides a recommendation from the Town's Project Work Team regarding the alternative concepts that NCDOT has provided. With the DOT public open house scheduled for 7/25/19, staff wanted Council to be aware of this information.

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 will be part of the feedback conversation at the upcoming 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 enclosed at the bottom of this document.

Update:

- In addition to the DOT design maps that are the subject of the upcoming DOT input session on 7/25/19, the DOT provided the Town with additional alternative design concepts from DOT's Mobility and Safety Division in Raleigh.
- 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.

Recommendation: The Idlewild Town Work Team believes the one-pair concept would be a better fit (for accomplishing the Town's adopted land use vision for the area) than previous concepts if built with the following recommendations:

- No more than 3 lanes max (includes 2 through and one turn/transit lane) on each of the pairs;
- The lane width would not exceed 10 feet for through lanes and 12 feet for any turn/transit lane;
- The Harris Teeter intersection would remain full access;
- The Stevens Mill/Idlewild Road intersection is a traditional full-access intersection;
- An attractive streetscape including:
 - o Landscaping including trees;
 - o Non-highway signage – more suburban/urban signage;
 - o Lighting - mast arm poles or other decorative;
 - o Multi-use path along the north side of the pair with planting strip;
- Spacing:
 - o The distance between pairs is a minimum of 450 feet between each other to allow for development;
 - o Ability to connect every 350 to 400 feet to allow for block connectivity.



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

U-4913, Idlewild Road, Stallings, NC

Additional Design Concepts from Joe Hummer

Mobility and Safety Division

July 1, 2019

Introduction

On June 20 Sean Epperson of Division 10 asked me to look at U-4913, which is the project to improve Idlewild Road in Stallings. He asked me to focus on the corridor from I-485 to the east, especially the intersection with the substantial cross street at Stevens Mill Road. The project team has generated and analyzed a number of alternatives to this point (including four-lane and six lane cross sections, traditional intersections, and reduced conflict intersections) but has not found a concept that satisfies all stakeholders. The Town has adopted a small-area plan for this area, shown in Figure 1, that calls for very intense mixed-use development—essentially a new downtown cluster with great walkability—and it seems that the none of the design concepts analyzed so far with sufficient capacity fit with their vision. My objective was to look for other design concepts that provide sufficient capacity and might better fit with the small-area plan.

Concepts

I used the 2040 Build-Revised peak hour volumes developed by AECOM (Figure 14 in their May 2019 traffic analysis report) in my work. Those peak hour volumes assumed that half of the development shown in the small-area plan was built and operating by 2040. One look at those volumes, with peak hour demands well over 2000 vphpl in the peak direction on Idlewild Road at Stevens Mill, is sufficient to see that Idlewild must have three through lanes in each direction to satisfy capacity standards in 2040. Having established that, I searched for at-grade intersection solutions for a six-lane arterial meeting a substantial cross street. It is too bad that the Town is rejecting reduced conflict intersection (RCI) solutions, because they are tailor made for this spot, providing great capacity, great progression, and great pedestrian crossing opportunities. RCIs are also the safest intersection concept in this space, as demonstrated by recent research for FHWA. However, with RCIs apparently off the table, my search continued.

I eventually found two options that might work in this corridor with sufficient capacity and the potential for a downtown feel, including a one-way pair and a quadrant roadway intersection (QRI). Figure 2 shows the one-way pair concept. Each direction of Idlewild would have three through lanes. Eastbound Idlewild traffic would stay on the current roadway, while westbound Idlewild traffic would use a new roadway shown in red. The interchange at I-485 would become a split diamond, which should operate well. The one-way pair could begin at the curve on Idlewild east of Stevens Mill and end at the proposed roundabout at Stallings Road west of I-485. Figure 2 also shows a new road connecting the existing Harris-Teeter development to the new westbound Idlewild roadway.



Figure 1. Small-area plan for Idlewild Road.

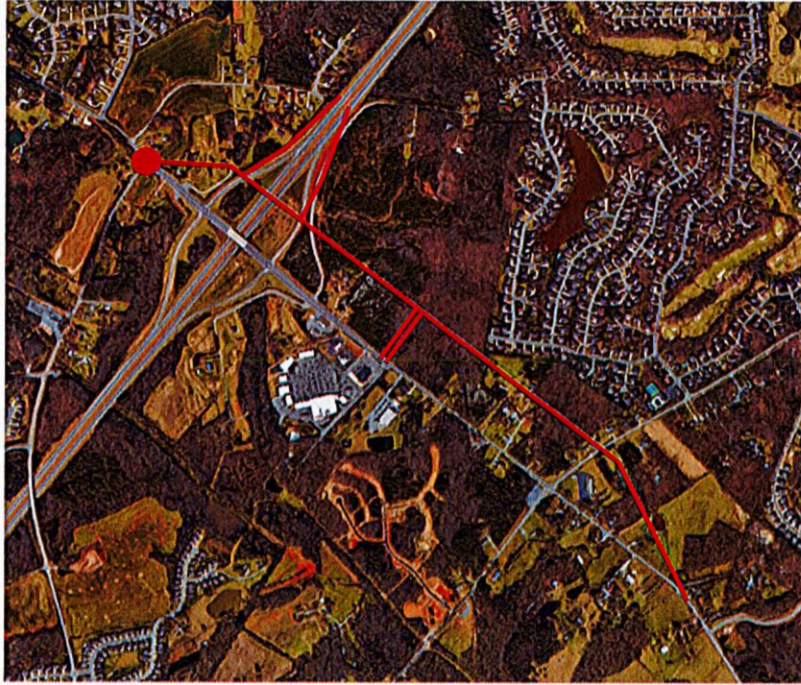


Figure 2. One-way pair concept.

The one-way pair concept would have many advantages over a traditional roadway in this setting. Capacities are generally higher at intersections on one-way streets because there are fewer conflict points and fewer signal phases and we expect those intersections to be safer as well for those same reasons. The cross-section on each roadway would be narrower than a traditional arterial, making crossing much easier for pedestrians and bicycles. Division 10 could achieve great signal progression eastbound and westbound at all times of the day with the one-way pair because the eastbound signals would be independent of the westbound signals. The great progression would allow great speed control—the Division would be free to set progression speeds in conjunction with Town officials at whatever level was appropriate. The Division, Town, and future developers could also install future signals on the one-way streets just about anywhere with much greater confidence that they would not substantially impact traffic operations as compared to a two-way arterial in which a signal at the wrong place would guarantee poor progression. The small-area plan showed a street parallel to Idlewild to the north in the location of the red line in Figure 2 anyway, so the proposed one-way westbound street would be in keeping with the plan in that sense. The new westbound street looks like it could be built with a minimum of residential and business takings, likely without impacting the church at the corner of Idlewild and Stevens Mill. The new westbound street, and the new bridge over I-485, could be built with a minimum of disruption to existing traffic flow on I-485 or Idlewild Road.

The one-way pair concept has two major drawbacks that I know of. One is the additional cost to the Department. The Department will need to buy more right-of-way and install more sidewalks, drainage, etc. with this concept than simply widening an existing arterial. We need a good cost estimate to see the extent of this disadvantage.

The second drawback I know of is the perception among some planners that one-way streets are not fitting for downtown areas. Indeed, many cities and towns around NC and the US have converted one-way pairs

to two-way streets in the past thirty years. However, this trend should not be overstated. The vast majority of such conversions have been on low-demand collector and local streets—places where one-way pairs were needed for traffic efficiency at some point in the past but the demand shifted and the need evaporated. In most downtown areas where there is an arterial that must move larger demands efficiently one-way pairs are still functioning well and do not detract from a downtown setting. Uptown Charlotte is a great example of course, as is downtown Raleigh, DC, Manhattan, etc. The need to move large traffic demands through downtown areas has, in fact, led to a bit of a resurgence in the one-way pair concept in California and other western states thanks to noted “New Urbanist” Peter Calthorpe. Figure 3 shows a relatively new “town center intersection” of two one-way pairs he created in San Marcos, CA where two arterials meet at a place the town would like to develop as a new downtown. On the flip side, new downtown-like developments can be stifled by a wide arterial bisecting the area; North Hills in Raleigh is a great example of such a place where a six-lane arterial creates an almost impossible barrier for pedestrians and bicycles trying to get from one half of the high-rise cluster to the other. Most downtowns with arterials feature one-way pairs that meet the needs of all road users well.

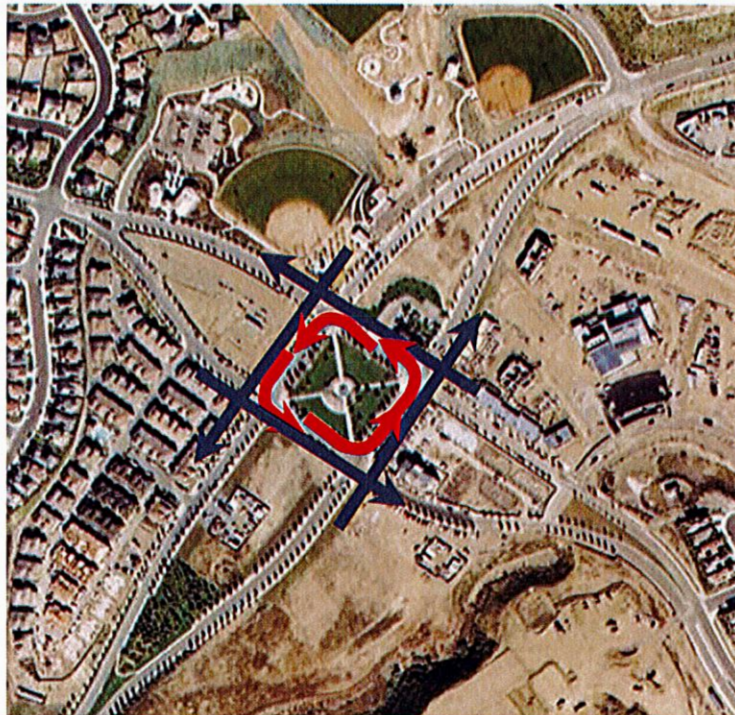


Figure 3. Town center intersection concept in San Marcos, CA.

The second concept that might be worth analyzing in this case is a QRI. Figure 4 shows a QRI in Huntersville, NC. QRIs reroute some or all of the left turn maneuvers to the connector road. For U-4913 I would start by considering rerouting all four left turns to a connector road in the northeast quadrant which would interfere with the heart of the small-area plan as little as possible.

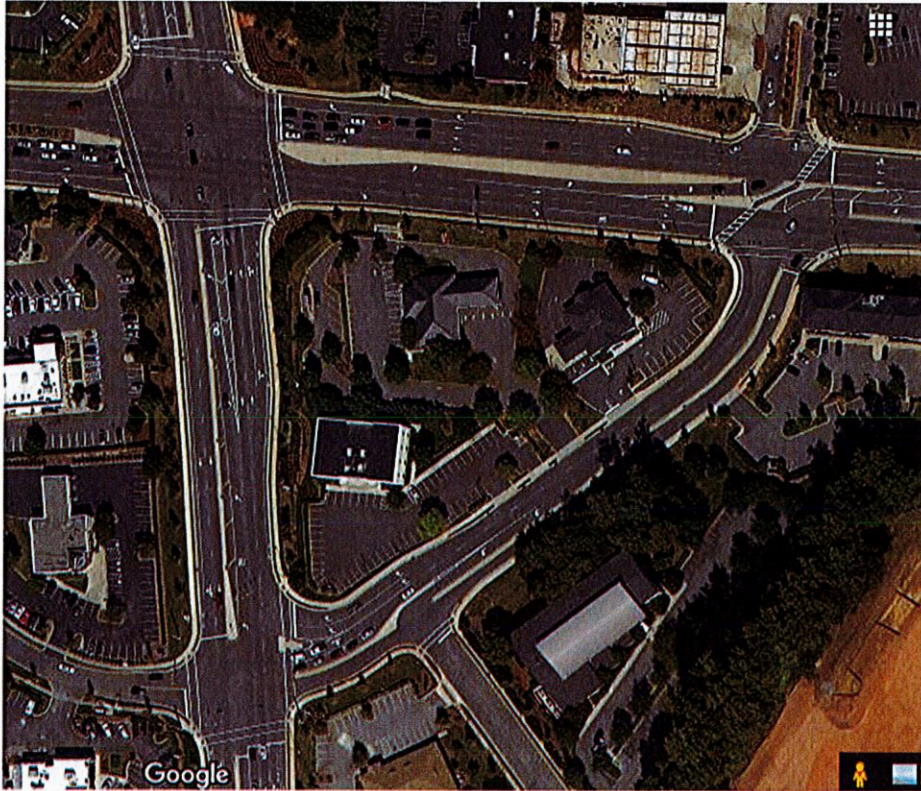


Figure 4. QRI in Huntersville.

A QRI concept should provide several advantages in this case. A QRI generally has the second-best capacity of any at-grade intersection design, behind the continuous flow intersection (which is not a design fitting for a downtown area) but better than RCI concepts and much better than traditional intersection designs. A QRI is also pedestrian-friendly and bicycle-friendly, as the main and secondary intersections are narrower and have fewer signal phases than a traditional intersection. In fact, a QRI serves 40 of the 48 pedestrian movements at an intersection better than a traditional intersection. If the connector roadway for the QRI is located in the northeast quadrant of the Idlewild at Stevens Mill intersection aerial photos appear to show available right-of-way with minimal relocations, again hopefully behind the existing church without impacting it too badly. The connector road could also be built with a minimum of disruption to the existing roadways.

A QRI would also have several disadvantages in this case. The QRI does not appear to fit with the Town's small-area plan as well as the one-way pair concept. In addition, the QRI secondary intersections should remain have just three legs, not four as shown in Figure 4, so any collector streets west of Stevens Mill would have to be offset from the QRI connector road. The QRI does not provide great signal progression like the one-way pair, so signal spacing along Idlewild Road would be of great concern to the Division in the future. In fact, like a traditional signal at Idlewild and Stevens Mill, a QRI would provide poor progression in conjunction with the signals already in place along Idlewild. From Stevens Mill along Idlewild to the west, it is 2200 feet to the signal at the Harris Teeter and then 1600 feet from that signal to the eastern signal at I-485. As Table 1 shows, these are awkward signal spacings with only the one highlighted combination providing decent two-way progression through those signals. All other combinations of speed and cycle

length would provide relatively poor signal progression along Idlewild with either a traditional intersection or a QRI in place at Stevens Mill.

Table 1. Limits of good signal progression.

Speed, mph	Cycle, sec	Simultaneous progression		Alternate progression	
		Low limit, ft	High limit, ft	Low limit, ft	High limit, ft
25	80	0	290	1170	1760
30	80	0	350	1410	2110
35	80	0	410	1640	2460
40	80	0	470	1880	2820
45	80	0	530	2110	3170
25	100	0	370	1470	2200
30	100	0	440	1760	2640
35	100	0	510	2050	3080
40	100	0	590	2350	3520
45	100	0	660	2640	3960
25	120	0	440	1760	2640
30	120	0	530	2110	2640
35	120	0	620	2460	3700
40	120	0	700	2820	3960
45	120	0	790	3170	4750
25	150	0	550	2200	2640
30	150	0	660	2640	2640
35	150	0	770	3080	3960
40	150	0	880	3520	3960
45	150	0	990	3960	5280
25	200	0	730	No progression possible	
30	200	0	880	No progression possible	
35	200	0	1030	No progression possible	
40	200	0	1170	No progression possible	
45	200	0	1320	5280	5280

Method

I used the critical lane method to analyze the alternatives at Idlewild and Stevens Mill. The critical lane method is an old, well-known, and software independent way to examine signals. It is the basis for common traffic analysis packages like CAP-X and VJUST. The critical lane method makes many assumptions about operations and driver behavior, including even lane distributions, that may not hold up in final design but that are appropriate for preliminary stages when details are unknown. I analyzed the traditional intersection, the one-way pair, and the QRI at Idlewild and Stevens Mill. I did not analyze the interchange at I-485 because choosing a QRI at Stevens Mill would likely not change any improvements at I-485 and because the split diamond shown with the one-way pair in Figure 2 would likely work very well. As noted, I used the 2040 build demands revised to consider half of the small-area plan development

(Figure 14 in the AECOM traffic analysis from May 2019). I also used the AECOM lanes (Figure 18) as much as possible. The lanes I assumed for each alternative are shown in sketches attached to the back of this report.

The critical lane method produces a volume-to-capacity (v/c) ratio for the entire intersection. The usual standard for v/c ratios is 0.85. A v/c of 0.85 corresponds roughly to a level of service D. Achieving a v/c of 0.85 or lower in the peak periods in the design year means that fluctuations in travel demand year-to-year, day-to-day, or even minute-to-minute within the peak hour will not cause unacceptable queuing at the intersection of interest.

Results

Table 2 shows the results of my analysis. The traditional design produced a v/c ratio of 0.90 in the pm peak hour, which is typically not acceptable. By contrast, the one-way pair design produced v/c ratios which topped out at 0.79 and the quadrant produced v/c ratios which peaked at 0.75. These levels are in keeping with a priori expectations of these concept. In terms of roadway capacity, and likely delay, the one-way pair and quadrant designs with the lanes shown at the end of this report could handle the projected traffic demands very well.

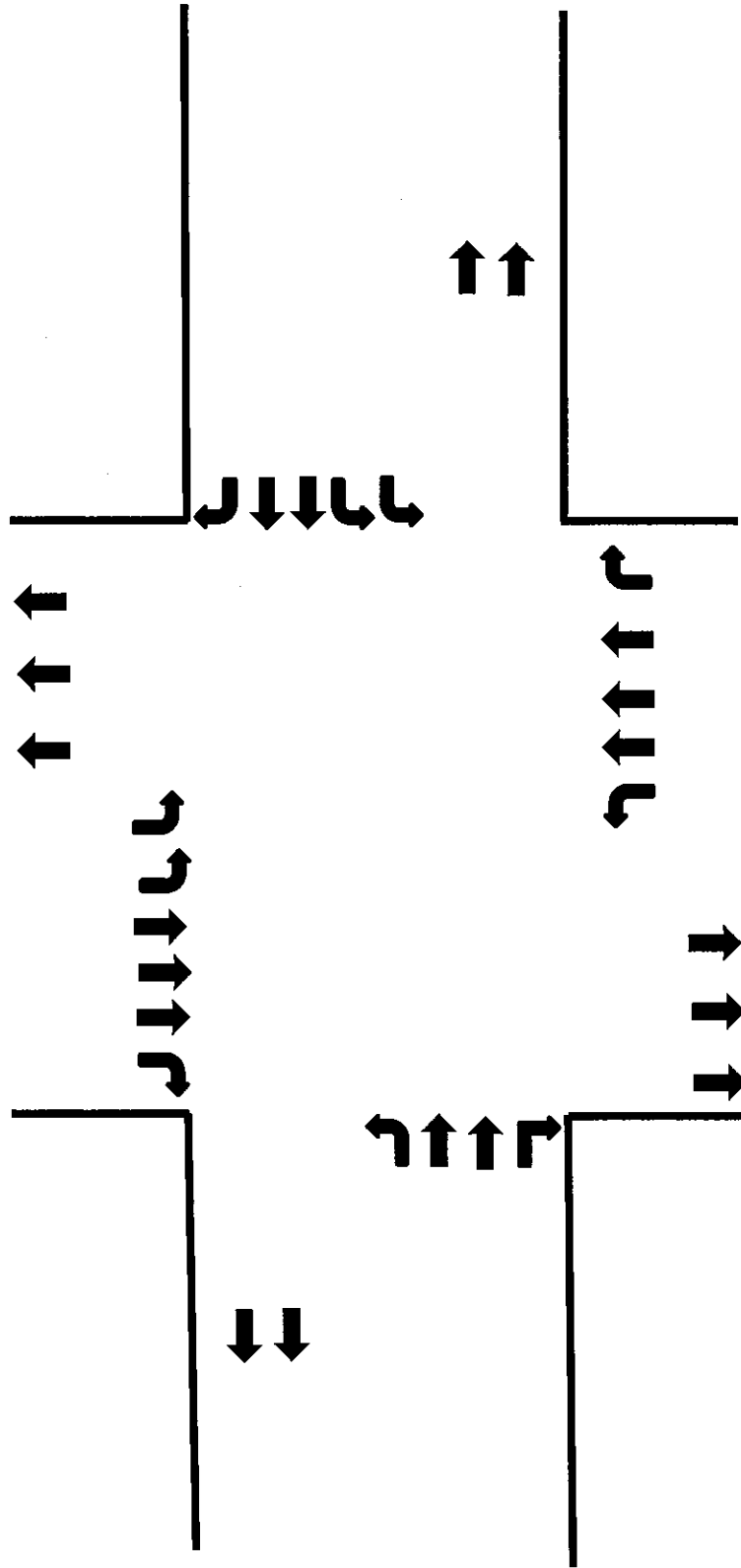
Table 2. V/C estimates.

Design concept	Junction	AM V/C	PM V/C
Traditional	Main	0.82	0.90
One-way pair	North	0.72	0.79
	South	0.59	0.76
Quadrant	Main	0.70	0.75
	North	0.42	0.62
	East	0.67	0.64

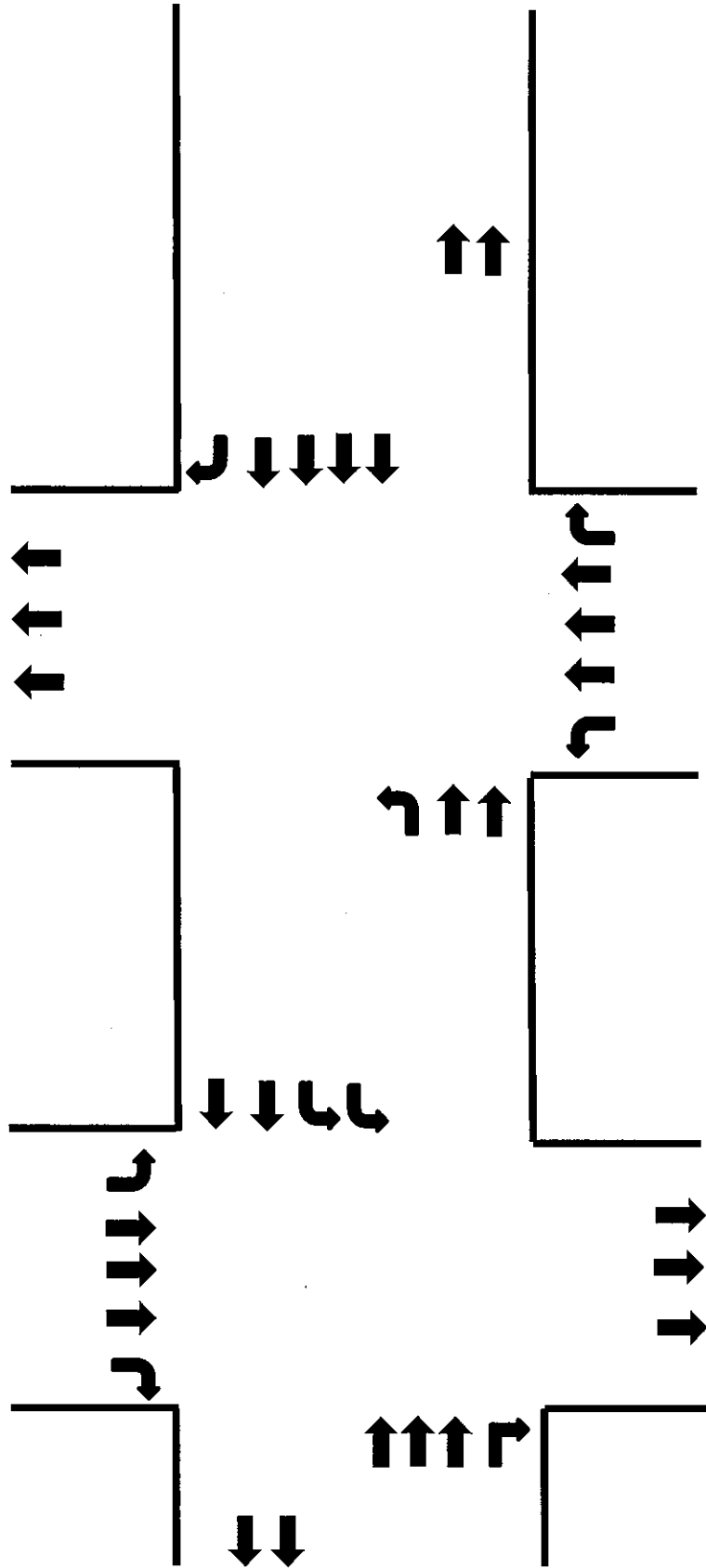
Recommendation

Based on the U-4913 documentation I have seen, the RCI alternatives do a great job of meeting project objectives, so I favor them and urge their construction. However, if the RCI alternatives proves infeasible due to negative perceptions by the Town, my recommendation is to move forward with a thorough analysis of the one-way pair and QRI alternatives. The one-way pair and QRI appear to provide sufficient capacity and might fit the Town's small-area plan quite well. The keys to the thorough analysis needed would be a look at costs, at the Town's perceptions, and at overall travel time, as the QRI option in particular requires longer travel distances that could negate some capacity and delay advantages. If the travel times look good, the costs are not too high, and the Town thinks the alternative could give them the downtown atmosphere they seek, either the one-way pair or the QRI could be a good choice in this case.

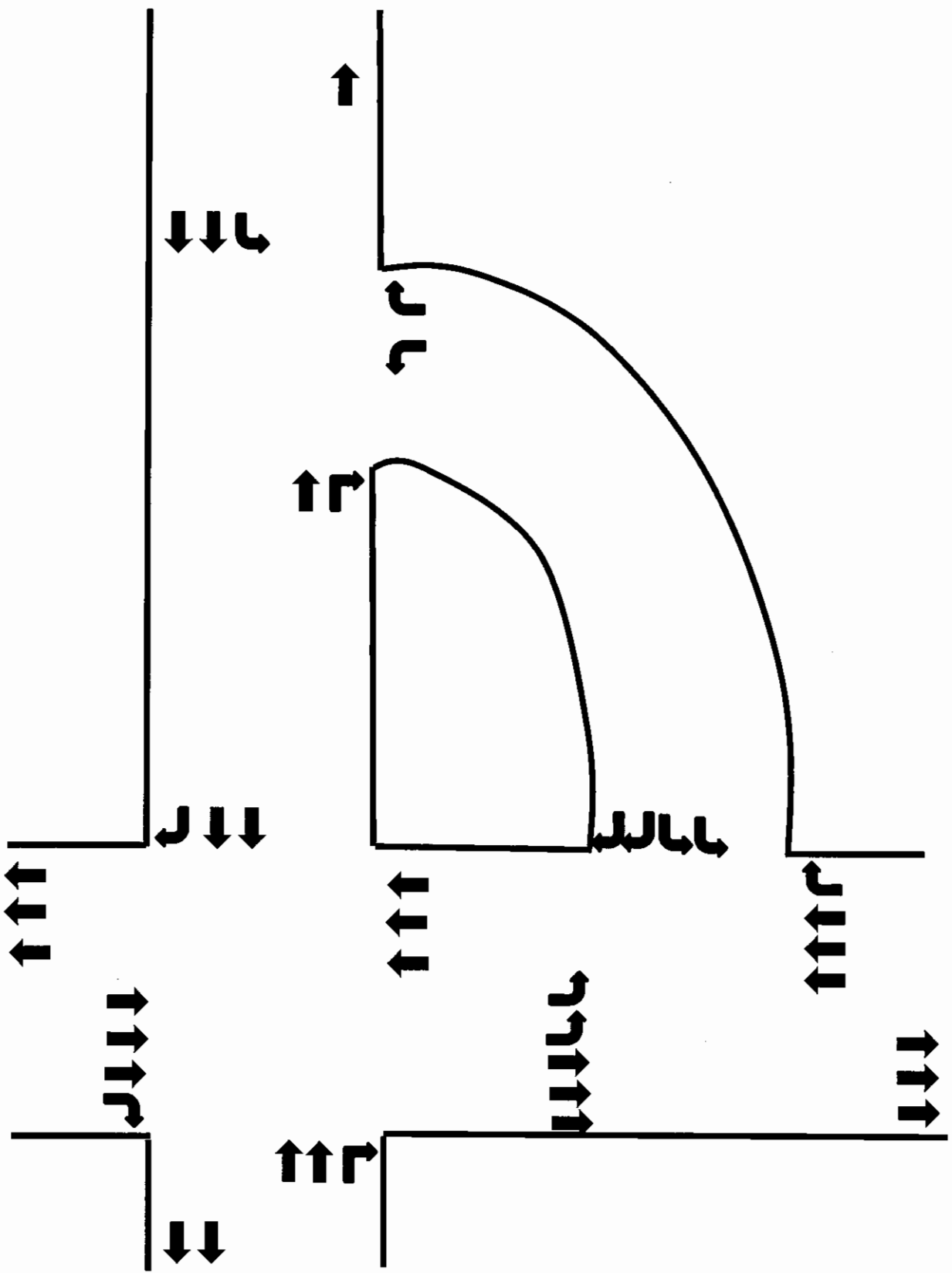
Lanes Assumed, Traditional



Lanes Assumed, One-Way Pair



Lanes Assumed, Quadrant





**Resolution Directing the Clerk to Investigate
a Petition Received under N.C.G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition (Parcel No.: 07147135) on Idlewild Road was received on August 2, 2019 by the Town of Stallings; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Stallings deems it advisable to proceed in response to this request for annexation;

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

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation.

Approved this the 12th day of August, 2019.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



MEMO

Agenda Item # 8

To: Town Council
From: Alex Sewell, Town Manager
Date: 8/7/19
RE: Gateway Signage Concept Design, Greenway/Park Signage Construction Documents, and SAP Website Update

Purpose: This memorandum provides background and information regarding the request to award the contract for: 1) creation of engineering specification for greenway signage; 2) conceptual design of town monument identification signage; 3) design and creation of engineering specifications for Stallings Municipal Park monument identification signage and; 4) website update to include newly adopted Downtown, Chestnut and CEM Small Area Plans and the Connect Stallings Greenway and Park Master Plan.

Background:

- The Town of Stallings' Comprehensive Land Use Plan (CLUP) indicates that one of the enhancement or gateways, or entrance points, to the Town of Stallings along with various signage will help accomplish the objective of enhancing the Town's identity.
- The CLUP Steering Committee established and mapped locations for both primary and secondary gateways.
- The adopted *Stallings Connect: Recreation & Greenway Master Plan*, includes design for greenway trail signage.
- The Town is requiring developers to install the adopted signage when greenway trails are built as a part of their projects.
- The Vickery Trail is being engineered by the Town and will possibly begin construction soon pending Council approval. Signage will need to be posted as a part of this project.
- To ensure that greenway signage is consistent Town-wide and meets uniform size, design, location and safety requirements, the Town needs specifications that can be provided to developers when installing.
- Stallings Municipal Park signage needs improvement and we need a uniform template for signage at other Town parks.
- Coordinated design and engineering specifications are needed so these signs can be located and built.
- The Town Council previously directed that staff develop an attractive aesthetic online website portal to display the Town's adopted Small Area Plans. The Town worked with Destination by Design to develop this web presence for the Small Area Plans.
- Since the implementation of the Small Area Plan website, the Town adopted three new Small Area Plans; 1) Downtown/Old Monroe; 2) Chestnut; and 3) CEM.
- An update of the Planning and Zoning homepage is needed so that current Small Area Plan information is accessible.

- Destination by Design created the approved Parks and Greenway Master Plan as well as the conceptual greenway signage package.

Update:

- The Town's goal of placing monument signage has been on hold for several years awaiting the completion of the Monroe Bypass. Creation of conceptual design for these signs is included in this contract. Engineering specifications for these signs is recommend being included in next fiscal years budget (2020-2021).
- To ensure that we are prepared as projects begin to come online and ensure consistent greenway signage, it will be important that we provide developers with our sign specifications. Two developments that include greenway trails and signage have been approved by the Town (Idlewild Mixed Use and Solis @ Chestnut Farms) and Atrium Hospital, although this project is not yet approved, has agreed to install greenway trails per the Town's specifications.
- Stallings Park identification signage has been put on hold until the Park and Greenway Master Plans was complete. We are now able to create this signage.
- Now that all Small Area Plans are complete and adopted by Town Council it is important that we update our webpage to reflect all current information.
- Funding for these projects was approved in the 2019-2020 budget.

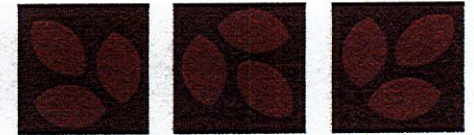
Recommendation: Approve the contract with Destination by Design. This will include the following:

- Engineered construction documents for:
 - Greenway Gateway Sign
 - Breakaway Signage
 - Trailhead ID
 - Map Kiosk
 - Confidence Marker
 - Stallings Municipal Park Entrance Sign
- Municipal Gateway Sign Conceptual Design
- Stallings Small Area Plan and Recreation and Greenway Plan Website Updates

The Town previously issued a Request for Qualifications for design services under the CONNECT Stallings Recreation & Greenway Master Plan. As you know, the evaluation committee unanimously concluded that Destination by Design is the best qualified firm. This firm is familiar with the project and will be able to create a package that is line with adopted plan goals. Incorporating monument sign concept design and park identification signage furthers the economic advantage of the proposal and ensures compatibility with the greenway sign package.

Our current Small Area Plan webpage was created by and is hosted by Destination by Design. Allowing them to make the necessary updates will ensure design compatibility and consistency.

Town of Stallings Comprehensive Land Use Plan Section 3: IDENTITY & INVOLVEMENT



signs as resources allow, to unify the appearance along the major streets. In addition to street signs, a uniform post should be identified that would be used for street signs and traffic control signs. Alternatively, the Stallings logo could be used as a marker at major intersections.



Street Furniture

All street furniture and fixtures - benches, trash receptacles, lighting, bollards, bike racks, planters, and tree grates - should be a consistent color and style to provide a harmonized appearance. These fixtures should be located along sidewalks, major streets, at public facilities, such as parks, and public gathering spaces within larger private developments (such as mixed-use and town center projects). Street furniture should be incorporated into site plans and new development as it occurs. Community banners also

provide a unifying affect and can be changed seasonally.

Wayfinding

As the Town continues to grow and provide additional public facilities, the need for directional signage will increase. To enhance the visual appearance of the Town, a "wayfinding" signage master plan should be created. Wayfinding signs will unify street signage and serve as a positive identifying feature for the Town. The master plan should create a standard sign style for all public signage, including size, lettering, colors, symbols, and logos.



Traffic Signals

Decorative mast arm monocurve traffic signals with mounted street name signs should be used where feasible to unify this important traffic element. Developing a list of prioritized intersections approved by the Town will as-

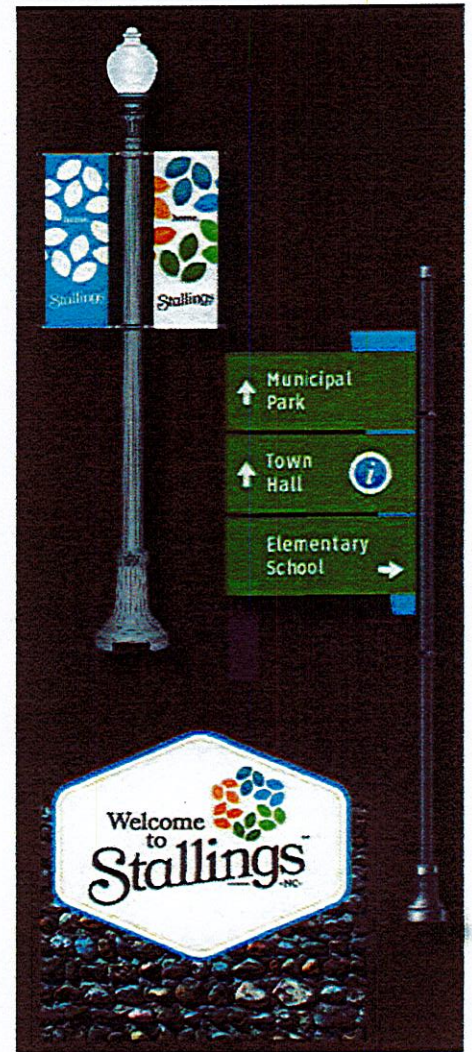
sist in working with NCDOT on new installations.

Town Gateways

The enhancement of the gateways, or entrance points, to the Town of Stallings will quickly accomplish the objective to enhance the Town's identity. Through the development of gateway features, visitors, shoppers, and residents will be able to immediately recognize that they are entering the Town and get a sense of the Town's character. Gateways should be designed with distinctive features such as decorative signs, landscaping, lighting, or other features that set the tone for the Town's commitment to high-quality development.

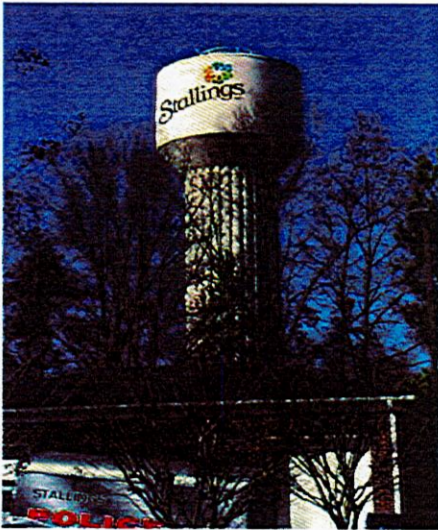
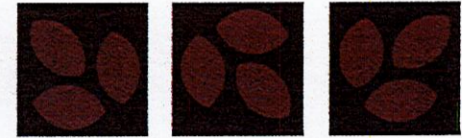
Both Primary and Secondary Gateways have been established and mapped for Stallings, through the work of the Steering Committee. The Primary Gateways include Town entry points along major streets and/or intersections. These areas should include a major identification sign with distinctive landscaping welcoming people to the Town.

Secondary Gateways are generally the point(s) along a minor street where the official corporate limits of Stallings begin. By marking these locations with decorative landscaping, lighting, banners, etc., the Town can make a more



Stallings
for the next 25 years

Town of Stallings Comprehensive Land Use Plan Section 3: IDENTITY & INVOLVEMENT



subtle statement regarding the goal to create a distinctive Town image.

In addition, water towers present an opportunity for branding and town identity. The Town's new branding elements (colors, logo, etc.) can be used on the water towers to coordinate with other Town signage and banners.

Community Landscaping

Landscaping is one of the key elements of a quality built environment and the creation of a desired place. In combination with good design, landscaping can mitigate impacts of incompatible land uses and reduce visual differences between developments with varying levels of density.

The difference that good landscaping makes cannot be overstated. Trees and other landscape features can enhance businesses by improving front door image and presentation.

Strong landscaping requirements for residential and non-residential development signify community pride and the desire to create desirable places. Through enhanced landscaping codes, the community, over time, will develop an enhanced tree canopy which projects a positive community image.

Quality Site Design

Quality site design is another community standard that improves the quality of the built environment and coordinates development features throughout the Town. The size and placement of buildings, the location of parking areas, the planting of trees and the design and placement of signs all have an effect on the perceived impact of new development. Good site design for multi-family and attached housing can reduce the perceived density of those developments and encourage greater community-wide acceptance. A well thought out site design is essential to mixed use and higher density developments, especially when situated in proximity to traditional single-family neighborhoods. Good site and building design allows limited land to be used more ef-

ficiently, without degrading the character of the new or adjacent development. Mixed-use and higher density developments without quality site and building design will not create the results that Stallings desires, and will negatively impact community image. To achieve desired results, Stallings must have a higher level of expectation for high quality site planning and design.

Enhancing site design when properties are already developed creates additional challenges. In order to achieve momentum in this area, strategies for addressing existing development will be needed, ranging from code enforcement priorities to clearly defining site elements that must be upgraded when sites change use or when buildings expand.

Community Anchors

Community anchors are institutions, places, and developments that identify a community and work together to provide an external community image. Currently, it could be argued that Stallings has several community anchors, including the elementary school, Stallings Park, Blair Mill Park, and the Town Hall. Adding identifiable community anchors as Stallings grows will be important to its culture and identity.

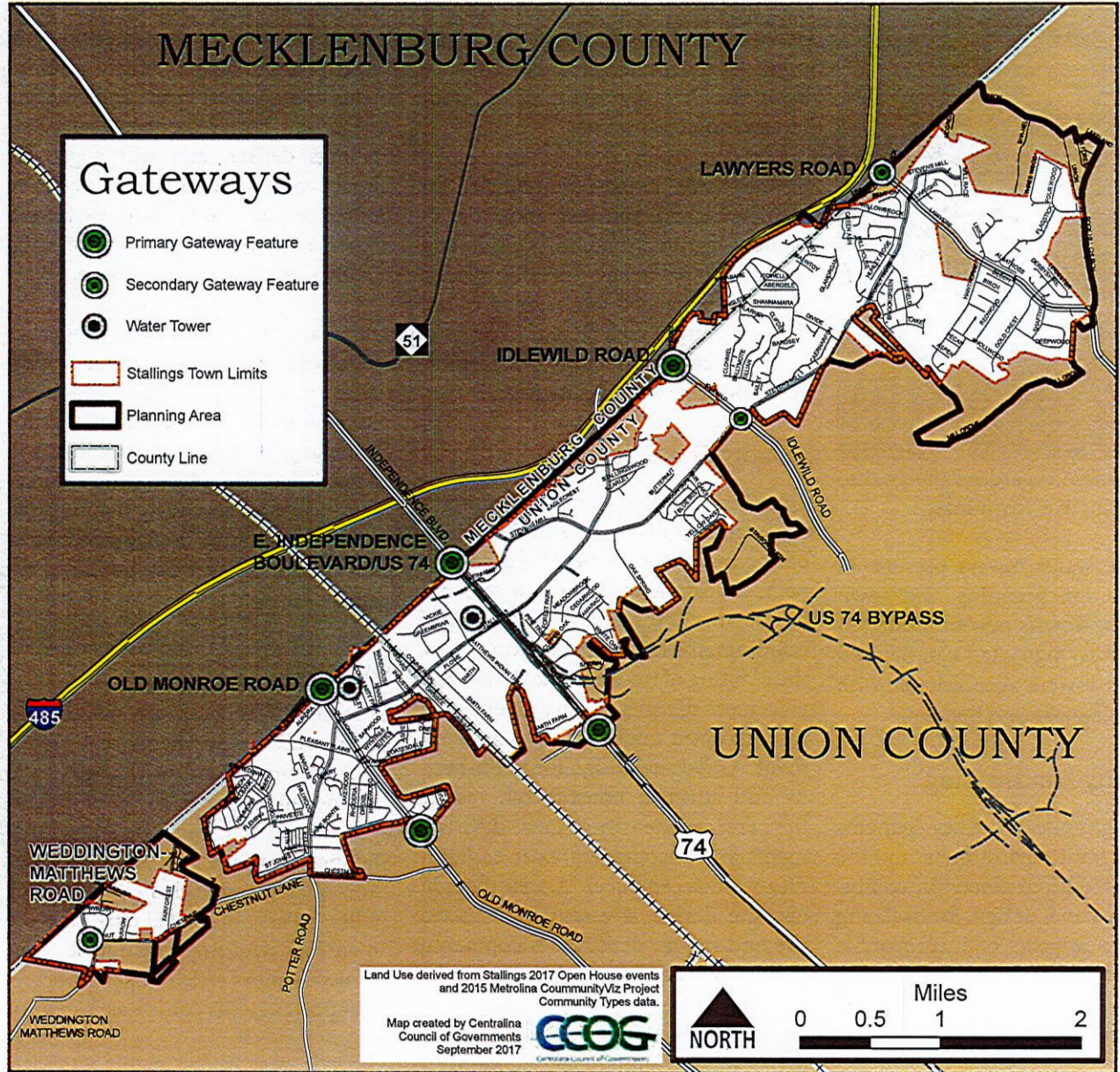
Potential Future Community Anchors:

- **Walkable Town Center**
- **Major Park**
- **Satellite Library**
- **Civic Center**
- **Medical Center**

Stallings
for the next 25 years

Stallings Comprehensive Land Use Plan
 Part 3: IDENTITY & INVOLVEMENT

Land Use



b. trail support facilities

>> TRAIL SUPPORT FACILITIES

The Connect Stallings greenway network will feature unique trail support facilities that help establish a sense of place and align with the Town's brand. Trail support facilities include map kiosks, confidence markers, and gateway and wayfinding signage.

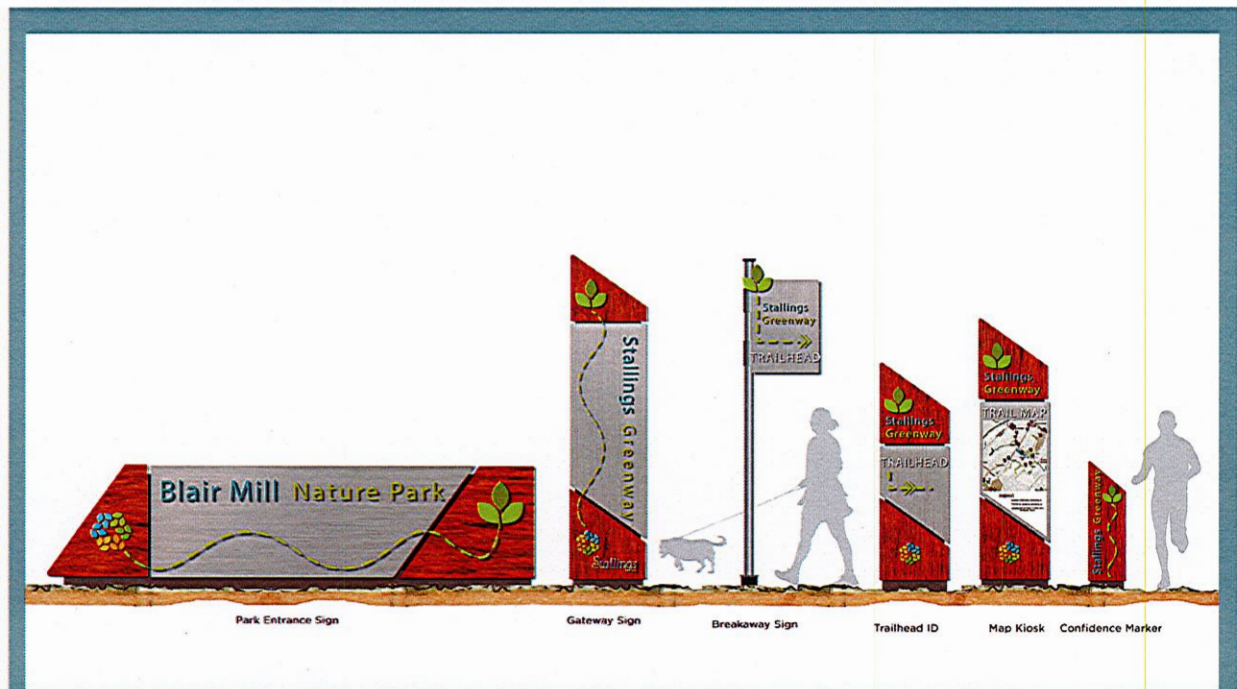


EXHIBIT 12:

trail support facilities

The Connect Stallings greenway network will feature unique trail support facilities that help establish a sense of place and align with the Town's brand. Trail support facilities include map kiosks, confidence markers, and gateway and wayfinding signage.

STATE OF NORTH CAROLINA

Purchase order # _____

COUNTY OF UNION

MASTER SERVICES CONTRACT for Implementation of Town Adopted Plans

THIS CONTRACT is entered into this the ____ day of _____, 2019__, by and between, Destination by Design Planning, LLC (the “Contractor”), and the Town of Stallings, a municipal corporation of the State of North Carolina, (the “Town”);

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

- A. *Signage Construction Documents.* The Contractor agrees to develop engineered construction documents in accordance with the conceptual signage plan identified within the Connect Stallings Greenway and Park Master Plan Small Area Plan (page 50). Specifically, construction documents shall be prepared for the following signs:
- i. Greenway Gateway Sign
 - ii. Break-away
 - iii. Trailhead ID
 - iv. Map Kiosk
 - v. Confidence Marker
 - vi. Stallings Municipal Park Entrance Sign
- B. *Municipal Gateway Sign Design.* DbD will work with town officials to develop a conceptual design for gateway signage into the Town of Stallings. This will include multiple concepts and revisions to obtain consensus among staff and council.
- C. *Stallings Small Area Plan Website Updates.* The Contractor agrees to update the Stallingsplans.com website to reflect all final small area plans and the recreation and greenway plans adopted by the Town.
- D. Contractor shall not perform any work that is clearly beyond the “Scope of Services” unless and until such work has been expressly authorized in writing by the Town of Stallings.

2. TIME OF COMMENCEMENT AND COMPLETION.

- A. Contractor shall commence the work required in this contract effective immediately after the date of execution of this Contract, and the Contractor shall complete the Scope of Services no later than March 31, 2019 (date).

3. CONSIDERATION AND PAYMENT OF SERVICES.

- A. In consideration of the above services A and B, the Town agrees to pay the Contractor a lump sum fee of \$25,000. In consideration of the above services C, the Town agrees to pay the Contractor a lump sum fee of \$4,500.
- B. Contractor's compensation for work shall be made upon certified billing and progress reports to be made monthly to the Town by Contractors for work performed during the preceding month, with payment to be made within thirty (30) days from receipt of such billing. A 20% deposit shall be paid within thirty (30) days of contract execution.
- C. If any items in any invoices submitted by the Contractor are disputed by the Town in good faith or for any reason, including lack of reasonable supporting documentation, the Town shall temporarily delete the item(s) and shall promptly notify the Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, the Contractor shall include the disputed item on a subsequent regularly invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.
- D. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment or any taxes related to the Town's income.

4. INDEMNIFICATION.

- A. The Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Stallings, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Stallings its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage,

including loss of use thereof resulting from the negligence and/or intentional acts of the Contractor.

5. APPLICABILITY OF LAWS AND REGULATIONS.

- A. The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Town of Stallings in the performance of the services outlined in this Contract and any attached specifications.
- B. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. Town and Contractor agree to accept the remaining terms and conditions. Should any part of this Contract be declared unenforceable, all remaining sections shall remain in effect.

6. E-VERIFY COMPLIANCE.

- A. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Town shall comply with North Carolina General Statute §160A-169.1 (E-Verify). The Parties agree to provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

7. QUALITY AND WORKMANSHIP.

- A. All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

8. NON-APPROPRIATION CLAUSE

- A. Notwithstanding any other provisions of this agreement, all obligations of the Town under this agreement which require expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

9. INSURANCE.

- A. The Contractor shall maintain valid general liability insurance in the minimum amount of one million dollars (\$1,000,000.00), commercial automobile liability insurance in the minimum amount of one million dollars (\$1,000,000.00) and provide a certificate of such insurance naming the Town of Stallings as additional insured by endorsement to the policy. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance. The Contractor shall provide notice of cancellation, non-renewal or material

change in coverage to the Town of Stallings within 10 days of their receipt of notice from the insurance company.

- B. Additionally, when required by the Town Manager, Contractor shall maintain:

- C. The Town may require approval in deviations from this requirement if issued in writing.
D. All required certificates of insurance are attached and considered part of this document.

10. PRE-PROJECT SAFETY REVIEW MEETING.

- A. The Contractor shall attend a pre-project safety review meeting with the appropriate Town staff prior to the start of work. Contractor shall comply with all applicable safety laws/regulations and follow best-practice industry safety protocols.

11. IRAN DIVESTMENT ACT CERTIFICATION

- A. As of the date listed below, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes.

12. ADDITIONAL TERMS

- A. Alternations, deletions, and/or additions to the terms and conditions of this Contract may only be made by the mutual written consent of the parties.
- B. This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Union County.
- C. The Town may terminate the contract at any time and for any reason upon seven (7) days' prior written notice. Upon termination, Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Contract and any other costs incurred as are permitted by this Contract.
- D. Contractor shall not sell, transfer, subcontract, assign, or otherwise dispose of the rights and/or obligations of this Contract or any portion thereof, without the written consent of the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 20__.

Contractor

Town of Stallings

Name: Destination by Design Planning, LLC _____

Name of Contractor (type or print)

Town Representative

By: _____
(Signature)

Title: Principal _____

Attest: _____
(Secretary, if a corporation)

Attest: _____
Town Clerk

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

Finance Director

Project Budget: Signage Master Plan

Task	Est. Hours (including travel costs)	Total Cost
1. Engineered Signage Design	90	\$ 10,800.00
Develop CAD drawings (including material and dimensions) for all sign in accordance with adopted recreation and greenway master plan: Gateway Sign; Break-away; Trailhead ID; Map Kiosk; Confidence Marker; Municipal Park Entrance		
2. Structural Engineering	55	\$ 6,600.00
<i>Wind load</i>		
<i>Footer and Fastener Details</i>		
3. Complete Final Design and Facility Design Package and Constuction Specifications	33	\$ 4,000.00
4. Gateway Signage Conceptual Design	30	\$ 3,600.00
TOTAL	178	\$ 25,000.00

Project Budget: Website Updates

Task	Est. Hours (including travel costs)	Total Cost
Website Updates	50	\$ 4,500.00
Develop website updates featuring new small-area plans and the recreation and greenway master plan; display graphics, visuals, and other permitting and specs according to staff direction.		



MEMO

Agenda Item # 10

To: Mayor and Council

From: Kolleen M. Dickinson, Code Enforcement Officer

Date: July 23, 2019

RE: Amendment to Chapter 93.01 (1) – Abatement of Unsanitary and Unsafe Conditions

Request a change to the Town of Stallings Public Nuisance Ordinance. I am requesting that Chapter 93.01 Abatement of Unsanitary and Unsafe Conditions, paragraph (B) (1) be changed

From:

(1) Any weeds or other vegetation having an overall height of more than 18 inches above the surrounding ground provided that the following shall not be considered to be a part of this condition: trees and ornamental shrubs, cultured plants; natural vegetation on undeveloped property that is not a threat to the character of surrounding properties, and flowers and growing and producing vegetable plants. It shall be the duty of every person occupying, owning or having control of property abutting on a street or highway that utilizes a portion of the unused street or highway right-of-way as a yard or any other use to maintain said right-of-way in the same character and manner as the abutting use.

To:

(1) Any weeds or other vegetation having an overall height of more than 18 inches above the surrounding ground provided that the following shall not be considered to be a part of this condition: trees and ornamental shrubs, cultured plants; natural vegetation on undeveloped property that is not a threat to the character of surrounding properties, and flowers and growing and producing vegetable plants. ~~It shall be the duty of every person occupying, owning or having control of property abutting on a street or highway that utilizes a portion of the unused street or highway right-of-way as a yard or any other use to maintain said right-of-way in the same character and manner as the abutting use.~~ Every owner, tenant, occupant, or person having control of property or lot fronting upon any street or roadway in the city shall:

- a. ~~Keep the right-of-way between the property line and the edge of the pavement or curblin, including sidewalk if any, maintained, clean and clear of all weeds and other vegetation, shall keep any grass thereon cut and keep street drains and street gutters open and free from obstruction.~~
- b. ~~Keep streets and sidewalks clear of overhanging limbs, bushes, shrubs, vines, and other vegetation along with any obstruction which interfere with the public use of the street or sidewalk.~~
- c. ~~It is the responsibility of the owner, tenant, occupant of property or lot fronting upon any street, roadway, or sidewalk in the city to maintain the property in conformity with the requirements of this section. Subject to the provisions of~~

§*Article 11* of the Town of Stallings Development Ordinances, the Public Works Department may cause the removal of any shrubbery and trees or other obstructions from street right-of-way including dedicated or recorded easements for sight distance and may also cause the removal of plantings, limbs and other obstructions from such right-of-way or sight easement. Actual costs associated with removal of the vegetation and/or obstruction may be assessed to the property owner or person causing or allowing the obstruction.

This request is based on multiple questions, after sending citations, with property owners about the responsibility to maintain their properties up to the roadway. The existing ordinance even makes me shake my head and wonder “What is this saying?” This change adds a clearer description of what the responsibility is for owners, tenants or persons having control of areas that front any street or roadway in the Town of Stallings; to include the maintenance of grasses, street drains and gutters and sidewalk areas.

Erinn Nichols

From: Lynda Paxton <lpaxton@carolina.rr.com>
Sent: Monday, August 5, 2019 10:04 AM
To: Erinn Nichols
Cc: Alex Sewell; Lynda Paxton
Subject: Agenda Item for August 12
Attachments: RESOLUTION OPPOSING HIGH DENSITY HOUSING BY UNION COUNTY ON MUNICIPAL BORDERS.docx

Erinn,

Please add the attached resolution to the agenda for August 12. Although I will not be present to discuss, that doesn't seem to matter to the majority and with the County planning retreat coming up later this month, it is important to have a decision on this prior to that time. If you could include a copy of Wesley Chapel's Resolution in the packet as a reminder along with the following info to support the request, I'd appreciate it. Please feel free to "pretty it up" with the town seal or change in font.

Memo to Council:
August 5, 2019

We had a request from Mayor Brad Horvath in Wesley Chapel to adopt a resolution similar to the one attached requesting that the county consider the impacts when making decisions to rezone properties in unincorporated areas that surround our municipalities. It is my understanding that the western towns of Weddington, Marvin, Mineral Springs, and possibly others all plan to include the resolution on council agendas this month. We've often discussed the need for more regional dialogue and cooperation in development decisions and that has been a consistent theme in the monthly meetings Councilman Martin and I have been attending in Indian Trail. Thus, I think it's important that we support our neighboring communities, in adoption of a resolution from Stallings. The resolution deals primarily with housing but the county allowed the property next to Woodbridge to be used as storage for dirt for construction. That has been a problem for the Woodbridge community as well as an eye sore and continues to pose a frequent traffic hazard with trucks going in and out.

Lynda M. Paxton
704-882-1083



RESOLUTION OPPOSING HIGH DENSITY HOUSING BY UNION COUNTY ON MUNICIPAL BORDERS

WHEREAS, the purpose of the Stallings Town Council is to represent the desires of its citizens and to serve as a voice for the greater good of the community; and

WHEREAS, the Town of Stallings recognizes that Union County is experiencing rapid growth and that proposals for high density subdivisions in areas bordering the municipalities have been approved; and

WHEREAS, the Town of Stallings recognizes that a large majority of citizens in the town and in neighboring areas are not in favor of high density development and wish to preserve the current standard of living and not become urbanized; and

WHEREAS, the Town of Stallings recognizes that high density developments put a burden on the infrastructure and encourages growth outpacing the needed improvements for water, sewer, schools, and roads; and

WHEREAS, traffic on the major corridors and more particularly on the cross streets is near and above capacity and cannot sustain additional impact from high density development; and

WHEREAS, increased congestion from the additional development will adversely impact existing residents and property owners; and

WHEREAS, flooding and stormwater control problems are frequent complaints in our area, and are heightened by increased high density development;

NOW, THEREFORE be it resolved that the Town of Stallings stands with our neighboring municipalities in urging the Union County Board of Commissioners to listen to the desires of the citizens and maintain low density county zoning around municipalities.

Adopted this the 12th day of August, 2019.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

VILLAGE OF WESLEY CHAPEL



July 10, 2019

To Union County Mayors and Councils

Re: Addressing Increased Housing Density Requests on Unincorporated Properties

The Village of Wesley Chapel respectfully requests your support of the attached Resolution asking our County Commissioners to consider the effect of increased housing density on unincorporated properties that surround our municipalities. We further ask that you consider submitting your own Resolution to the County that reflects any concerns that you may have about increased housing density on unincorporated properties surrounding our municipalities. The Village of Wesley Chapel Council unanimously passed the attached Resolution on Monday evening during our monthly meeting.

I recently stated at a Western Union County CRTPO meeting, that Councils, planners, engineers, and NCDOT make decisions regarding roads, driveway, connectivity, etc. for various types of projects, based on the land use designations in effect at the time a project review is requested. When a municipality or the County changes the housing density on a project proposed afterward, it essentially invalidates the work and due diligence that everyone went through for the first project.

We understand that the County and municipalities have the right to make decisions regarding individual project requests due to whatever considerations are being proposed. However, when a rezoning request seeks to have the property move from R-40 (one house per 40,000 square feet) to R-8 (one house per 8,000 square feet), then the impacts have been magnified greatly.

As noted in the Resolution, other impacts include water, sewer, and schools. This affects the quality of life for all Union County residents. This Resolution asks that the County be considerate of these things in their decision-making process regarding increased housing density on unincorporated properties that surround our municipalities.

We hope that you will support us in this effort.

Regards,

Brad S. Horvath, Mayor
Village of Wesley Chapel

6490 WEDDINGTON ROAD • WESLEY CHAPEL, NC • 28104
PHONE: 704.839-0182 • FAX: 704.839-0170

Village of Wesley Chapel, NC Resolution 2019-05

RESOLUTION OPPOSING HIGH DENSITY HOUSING



WHEREAS, the Village of Wesley Chapel Council's purpose is to represent the desires of its citizens and to serve as a voice for the greater good of the community; and

WHEREAS, the Village of Wesley Chapel recognizes that high density subdivisions have been proposed or approved by Union County for areas bordering the Village of Wesley Chapel, and that there is the potential for more high density subdivisions in the near future; and

WHEREAS, the Village of Wesley Chapel recognizes that a large majority of citizens in Wesley Chapel and in neighboring areas are not in favor of high density development and wish to preserve the current standard of living and not become urbanized; and

WHEREAS, the Village of Wesley Chapel recognizes that high density developments puts a burden on the infrastructure and encourages growth outpacing needed improvements; and

WHEREAS, traffic in the area is near capacity and cannot sustain additional impact from high density development and will negatively impact existing property owners; and

WHEREAS, flooding and stormwater control problems are frequent complaints in this area, and are heightened by high density development;

NOW, THEREFORE be it resolved that the Village of Wesley Chapel hereby announces that it urges the Union County Board of County Commissioners to listen to the desires of the citizens and maintain the current low density County zoning of R-40 around municipalities. Furthermore, the Village of Wesley Chapel stands with other municipalities in Union County in favor of this resolution.

Adopted this the 8th day of July, 2019.

Mayor Brad Horvath

Attest:

Cheryl Bennett, Clerk

