



Town Council Agenda

Access for the Electronic Meeting

Via phone: 1-646-558-8656

Via web:

<https://zoom.us/j/91553273612?pwd=Z0g3RWNmciJxNWVQS2ZHNkRlcm9GQT09>

Via Zoom App:

Meeting ID: 915 5327 3612

Password: 363276

September 14, 2020

Stallings Town Hall

315 Stallings Road

Stallings, NC 28104

704-821-8557

www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda Approval A. CARES ACT - Interlocal Governmental and Subrecipient Agreement for Stallings B. Agency Input to U.S. Department of Transportation for Silver Line C. Union County Charge to Collect D. Constitution Week Proclamation E. Domestic Violence Awareness Proclamation F. Remote Meeting Policy (To include Board of Adjustment)	Wyatt Dunn, Mayor	Approve Consent Agenda (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.) 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. (ADD, IF APPLICABLE: with changes as described by Mayor Dunn) 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.	CZ20.07.01 <i>Conditional Zoning on PID #07126038, 1006 Vickie Lane to allow for expansion of a religious facility (Vallabh Pushti Samaj Temple).</i> A. Open Public Hearing B. Information from Staff C. Close Public Hearing	Lynne Hair, Town Planner	Conduct public hearing; information from staff
6.	8:00 p.m.	Greenway A. Update on Design B. Update on Vickery Neighborhood Accommodations <i>Authorization for easement agreement</i> C. NCDOT – Additional Crossing Requirements <i>Request additional funds to cover design costs</i> D. Cost <i>How to Pay for It?</i>	Alex Sewell, Town Manager Ashley Platts, Parks and Recreation Director	Discussion and Possible Action
7.	8:20 p.m.	Front Yard Gardens (Ayers)	Steven Ayers, Council Member	Discussion and Possible Action
8.	8:30 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



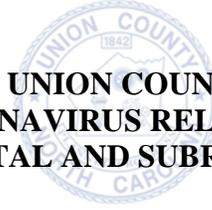
MEMO

To: Mayor and Council
From: Erinn Nichols, Assistant Town Manager
Date: 09-09-2020
RE: **CARES Act Funding through Union County**

Based on the Town's application to Union County, on 08-21-2020, the Town received confirmation that it would receive \$223,851 in order to relieve some of the Town's expenses due to COVID-19 related issues.

Attached is the Subgrant Agreement between Stallings and Union County for this amount as well as the Stallings Plan for use of the funds.

Staff is requesting the Council approve the Subgrant Agreement with Union County.



UNION COUNTY
CORONAVIRUS RELIEF FUND
INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT

This intergovernmental and subrecipient agreement (“Agreement”) is entered into between the County of Union, a political subdivision of the State of North Carolina (“County”) Town of Stallings, (“Subrecipient”) effective as of **September 14, 2020**.

WHEREAS, the County has received an allocation from the Coronavirus Relief Fund (“CRF”) established under Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act; CDFA 21.019.

WHEREAS, CRF funding may only be used to cover costs that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

WHEREAS, expenses meeting the above criteria are to be referred to herein as “Eligible Expenditures;”

WHEREAS, the County may allocate CRF funding to cities/towns as long as cities/towns spend the funding in accordance with the CARES Act and only for Eligible Expenditures;

WHEREAS, the County finds it necessary to provide financial assistance to cities/towns within the County’s geographical boundaries due to the public health emergency with respect to COVID-19, and that such assistance is an eligible expense under the CARES Act;

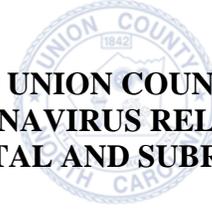
WHEREAS, on June 15, 2020, the Board of Commissioners allocated funding for the purposes set forth in this Agreement and authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Subrecipient agree as follows:

1. Amount of CRF Allocation. The County shall disburse to Subrecipient an amount of **TWO HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FIFTY-ONE DOLLARS (\$223,851.00)** in accordance with the terms of this Agreement.
2. Disbursement of Funds. The agreed upon CRF award shall be disbursed by the County to the Subrecipient for expenditures described in the approved budget. Subrecipient shall request reimbursement only for Eligible Expenditures made or eligible expenses incurred by the Subrecipient.

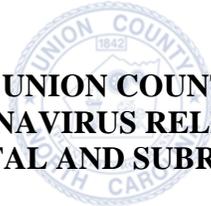
Subrecipient understands and agrees that any disbursement made by the County under this Agreement is limited to funds made available to the County under the CRF.

3. Purpose of CRF Allocation. Subrecipient shall use the funds solely for Eligible Expenses and in accordance with the terms set forth in this Agreement.



UNION COUNTY
CORONAVIRUS RELIEF FUND
INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT

4. Deadline for Use of Funds. Subrecipient shall have until November 15, 2020 to expend funds under this Agreement and/or return any unexpended funds to County.
5. Reports and Documentation of Expenditures.
 - (a) Prior to County's disbursement of funds under this Agreement,
 - Subrecipient delivered to the County as a component of the application for funding a budget narrative and budget detailing Subrecipient's anticipated use of the funds (the "Approved Budget"). The Approved Budget included in the application is incorporated herein by reference.
 - On or before August 27, 2020, Subrecipient shall deliver to the County the CRF plan on the required template.
 - (b) On the 1st of each month all reimbursement requests are due to the County on the approved reimbursement request form.
 - (c) On the 10th of each month subsequently occurring after the effective date of this Agreement, Subrecipient shall deliver to County a report detailing Subrecipient's expenditure of funds to date and Subrecipient's anticipated use of any remaining funds as well as accomplishments towards objectives. This report must be provided on the report template provided by the County.
 - (d) County reserves the right to withhold or reduce funding under this Agreement if County determines, in its sole discretion, that any or all of Subrecipient's anticipated use of funds are ineligible under the CRF guidelines.
 - (e) On or before November 20, 2020 Subrecipient shall deliver to County any and all unexpended funds.
 - (f) On December 30, 2020, or on the effective date of termination of this Agreement if terminated earlier, Subrecipient shall deliver to County a closeout report along with supporting documentation detailing Subrecipient's expenditure of funds to date.
6. Disallowance. Funds allocated are subject to recoupment by the United States Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act. If County determines that any amount of Subrecipient's expenditures under this Agreement lacks the required documentation or is ineligible for CRF funding, Subrecipient shall refund such amount to the County within fifteen (15) days of County's written request.
7. Subsequent Funding. Notwithstanding anything to the contrary contained herein, if Subrecipient is awarded direct federal funding to address COVID-19-related impacts, then within ten (10) days of Subrecipient's receipt of such federal funding, Subrecipient shall comply with all provisions of the Duplication of Benefits Certification, attached hereto as Exhibit B and incorporated herein by reference
8. Compliance with Laws. Subrecipient shall comply with all applicable federal, State, and local laws, ordinances, and regulations, including, without limitation, requirements regarding the use Federal funds under the CARES Act that are in effect as of the effective date of this Agreement and that



UNION COUNTY
CORONAVIRUS RELIEF FUND
INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT

may later be enacted or promulgated. Without limiting the foregoing, Subrecipient shall comply with all applicable federal requirements set forth in Exhibit A, Federal Requirements, attached hereto.

9. Agreement Administration. The individuals listed below shall administer this Agreement on behalf of the County and Subrecipient. All communications between Subrecipient and the County shall be sent to the individuals listed below.

County of Union	Subrecipient
Name: Amanda Austin Title: Accountant/CRF Program Manager Address: 500 N. Main Street Monroe, NC 28112 Phone: (704) 283-3507 Email: amanda.austin@unioncountync.gov	Name: Erinn Nichols Title: Assistant Town Manager Address: 315 Stallings Road Stallings, NC 28104 Phone: 704-821-8557 Email: enichols@stallingsnc.org

10. Audit and Inspection of Records. At any time during normal business hours, the Subrecipient shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within Union County. Subrecipient shall maintain such records in an accessible location and condition for a period of not less than four years following Subrecipient’s submission of the final report required to be submitted under this Agreement unless County agrees in writing to an earlier disposition. The State of North Carolina and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.

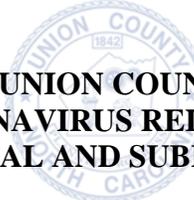
11. Agreement Term

- (a) Shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- (b) This Agreement may extend beyond the Initial Term only upon written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless the Agreement is specifically amended.

12. Termination of Agreement.

- (a) Termination for Convenience.

The County may, by written notice to Subrecipient stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Within five (5) days of such termination, Subrecipient shall return to County any unexpended funds paid to it under this Agreement.



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CORONAVIRUS RELIEF FUND
INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT

(b) Termination for Default.

If Subrecipient fails to perform its obligations under this Agreement, the County may send Subrecipient a written notice of default that specifies the nature of the default. Subrecipient shall cure the default within five (5) business days following receipt of the notice of default, or within such additional time to which County may agree. If Subrecipient fails to cure the default within that time, the County may terminate this Agreement by giving Subrecipient written notice of immediate termination. The County may also seek any and all legal and equitable remedies against Subrecipient for breaching this Agreement.

13. Independent Capacity. In the performance of this Agreement, Subrecipient and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Subrecipient and the County.
14. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Subrecipient shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, “County Parties”) against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (collectively, “Claims”), which arise out of or are in any way connected to County’s provision of CRF allocations and/or Subrecipient’s use of the CRF allocation under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subrecipient or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Subrecipient shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Paragraph 14 shall specifically apply to any actions against the County by a federal agency to disallow funds or otherwise enforce compliance under the CARES Act or other federal requirements.

15. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of North Carolina.
16. Assignment. Subrecipient may not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
17. Entire Agreement. This Agreement constitutes the entire agreement between Subrecipient and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by County and Subrecipient.
18. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party’s right to subsequently enforce this, or any other term,

**CORONAVIRUS RELIEF FUND
INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT
EXHIBIT A – FEDERAL REQUIREMENTS**

Subrecipient shall comply with all applicable requirements associated with the CARES Act Coronavirus Relief Fund. Subrecipient shall also comply with all applicable requirements of 2 CFR Part 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including, without limitation, the following:

1. DEBARMENT AND SUSPENSION.
 - (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of their principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (b) Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction they enter into.
 - (c) This certification is a material representation of fact relied upon by County. If it is later determined that Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
2. FUND PAYMENTS.
 - (a) Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
 - (b) Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - (c) Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - (d) Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - (e) Fund payments are subject to Subpart F regarding audit requirements.
3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that federal funding under the CARES Act is used to fund this Agreement. Subrecipient will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
4. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County or Subrecipient, or any other party pertaining to any matter resulting from the Agreement.
5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Subrecipient's actions pertaining to this Agreement.
6. DUPLICATION OF BENEFITS; SUBROGATION. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section

312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Union County to Union County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Exhibit B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify Union County of any disaster assistance received from any other source.



North Carolina Pandemic Recovery Office

Coronavirus Relief Fund (CRF)

Municipal Plan

Instructions

1. This document is to be used by municipalities to document the planned use of the CRF monies allotted in Session Law 2020-4.
2. Please add the name of your town/city and county in front of the existing name as follows:
"TownofSmith_NashCounty CRF plan"
3. Union County will submit the CRF plan on or before September 1, 2020
4. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the county amounts. The total must agree with your allotment.

Each municipality is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The Municipality is responsible for following the Federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.

Municipal Information

Name of Municipality: Town of Stallings

Name of County: Union County

Person Submitting: Amanda Austin

Title: Accountant

Email: amanda.austin@unioncountync.gov

Phone Number: (704) 283-3507

Planned Expenditures	
Categories	Amount
<p>1. Medical expenses such as:</p> <ul style="list-style-type: none"> • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment. 	\$ -
<p>2. Public health expenses such as:</p> <ul style="list-style-type: none"> • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. • Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency. • Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety. • Expenses for public safety measures undertaken in response to COVID-19. • Expenses for quarantining individuals. 	\$ 13,323.00
<p>3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</p>	\$ 207,843.00
<p>4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:</p> <ul style="list-style-type: none"> • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. 	\$ 2,685.00

<p>5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:</p> <ul style="list-style-type: none"> • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. 	
<p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.</p>	
<p>7. Grants to municipalities and nonprofits. List each planned subaward. (add more rows if necessary)</p>	
a. Town of ABC	
b. City of 123	
c.	
d.	
e.	
f.	
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k.	
l.	
m.	
n.	
o.	
<p>Grand Total</p>	<p>\$ 223,851.00</p>



Signature

Title Assistant Town Manager

Date 08-24-2020



MEMO

To: Mayor and Council
From: Alex Sewell, Town Manager
Date: 9/9/20
RE: **U.S. Department of Transportation – FTA Requested Input**

Purpose: This memorandum provides Council with an update on a federal request for Town input due to the proposed LYNX Silver Line corridor coming through the Town of Stallings. Additionally, draft response language is provided for the Council's consideration.

Background: The Charlotte Area Transit System (CATS), Town of Stallings, and numerous other local governments collectively have been awarded a grant from the U.S. Department of Transportation Federal Transit Administration (FTA) to support planning efforts for the proposed LYNX Silver Line. CATS has developed several alignment options running through the Town of Stallings and the continued public input process is ongoing. Once public comment is finished, CATS will come back (likely Q1 of 2021) to the Town of Stallings with a recommended alignment and seek Town concurrence.

The FTA and CATS are initiating Early Scoping for the proposed light rail project in accordance with the National Environmental Policy Act (NEPA). Because the potential project corridor is coming through the Town of Stallings, the FTA and CATS are requesting input from the Town during this stage of the process.

Draft Requested Input: To provide requested feedback, here is some draft general language for Council's consideration:

DRAFT

The Town of Stallings supports the LYNX light rail project corridor coming through the Town of Stallings. The Town is currently aware of the draft alignment options and is looking forward to the upcoming public input opportunities. Once the public has an opportunity to provide input, it is our understanding that CATS will provide its recommendation to the Town and the Town will determine then whether it concurs.

Next Steps: The Council can vote to approve this draft language, alter the language, or send no response at all. If language is approved by Council, then staff would send the formal response.

Union County Government

EST. 1842



FY 20-21 Order of Collection

Government Center
500 N. Main St.
Monroe, NC 28112
Phone: 704.283.3500

Tax Administration
Vann Harrell,
Tax Administrator
500 N. Main St.
Monroe, NC 28112
Phone: 704.283.3748

Assessment Division
Robin E. Merry,
Assessment Division
Director
500 N. Main St.
Monroe, NC 28112
Phone: 704.283.3624



TAX CHARGE FOR FISCAL YEAR 2020-2021

TO: Vann Harrell, Tax Administrator for the County of Union

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2020 tax records as filed in the Office of Tax Administrator, and in the tax receipts delivered to the Tax Administrator's Office in August 2020, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien on all real property of the respective taxpayers in the Town of Stallings. You are further authorized, empowered, and commanded to collect the 2020 taxes charged and assessed as provided for by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law.

This Order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property and attach wages and/or other funds of such taxpayers, for and on account thereof, in accordance with the law.

The Tax Charge will be adjusted monthly according to releases, discoveries, and motor vehicle billings.

Tax Charge	
General Tax	\$3,690,057.66
Late List Penalties	\$4,169.49
Total Tax	\$3,695,072.31
Storm water Fee	\$481,304.00



SIGNATURE PAGE

Witness my hand and official seal this _____ day of _____, 2020

Mayor of Stallings

Attest:

Town Clerk

Accepted:

Vann Harrell, Union County Tax Administrator



Elizabeth R. Gibson

John Foster Chapter

North Carolina Society Daughters of the American Revolution

1300 West Franklin Street, Monroe, NC 28112-4506

(704) 283-4791 elizabeth_gibson@msn.com

August 12, 2020

Town of Stallings
Mayor Wyatt Dunn
315 Stallings Road
Stallings, NC 28104

Dear Mayor Dunn,

Once again the John Foster Chapter Daughters of the American Revolution in Monroe is working to promote patriotism in our community. The week of September 17-23 is designated as Constitution Week by Public Law 915 which was signed by President Dwight D. Eisenhower on August 2, 1956. Every year we want to remind our citizens of the anniversary of the signing of the Constitution of the United States of America. I have included a sample proclamation with this letter that I hope you will complete, sign, and impress with the Seal of the Town of Stallings. After the proclamation has been signed, we encourage you to display it in your town hall, put it on your website or just add a simple statement that says "Celebrate Constitution Week September 17-23" to your home page or any other social media you might use

The John Foster Chapter appreciates your cooperation as we work to remind the public of the importance of this document. It has been a pleasure to work with you for the past few years.

Sincerely,
Elizabeth R. Gibson
Constitution Week Chairman
John Foster Chapter NCS DAR
Monroe, NC

Proclamation of the Town of Stallings

declaring

Constitution Week 2020

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2020, marks the two hundred thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week

NOW, THEREFORE, I, Wyatt Dunn, by virtue of the authority vested in me as Mayor of the Town of Stallings in the State of North Carolina, do hereby proclaim the week of September 17 through 23 as

Constitution Week

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this 14th day of September of the year of our Lord two thousand and twenty.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk



HISTORY OF CONSTITUTION WEEK

2020

Miss Gertrude S. Carraway, while President General of the National Society Daughters of the American Revolution, was responsible for the annual designation of September 17-23 as Constitution Week. The DAR made its own resolution for Constitution Week which was adopted April 21, 1955.

Members of the United States Congress received the DAR resolution and on June 7, 1955, the resolution was discussed in the Senate. The first resolution to observe Constitution Week was made June 14, 1955, by Senator William F. Knowland of California. Following passage of the resolution by both Houses of Congress, President Eisenhower issued his proclamation on August 19, 1955.

The first observance of Constitution Week was so successful that on January 5, 1956, Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. The resolution was adopted on July 23 and signed into Public law 915 on August 2, 1956.

For his patriotic aid and interest, Senator Knowland received an Award of Commendation from the NSDAR Continental Congress in April of 1956.

North Carolina has a special interest in the story of how Constitution Week came to be signed into law because Miss Gertrude S. Carraway was the first North Carolinian ever to be elected to the position of President General of the National Society Daughters of the American Revolution. She served from 1953-1956. She was a lifelong resident of New Bern, North Carolina.



PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence affects all Union County residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

WHEREAS, domestic violence includes not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

WHEREAS, domestic violence is widespread, including one in four families is impacted by domestic violence with an annual cost to Union County of \$11,688,756; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there have been 1,369 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

WHEREAS, according to the North Carolina Council for Women, domestic violence programs across the state responded to over 112,860 crisis calls and provided services to over 60,301 victims last year; and

WHEREAS, the key to prevention is education, community awareness, having zero tolerance for domestic violence, and requiring accountability by the abuser; and

WHEREAS, Union County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

NOW, THEREFORE, be it resolved that I, Wyatt Dunn, Mayor of the Town of Stallings, do hereby proclaim October 2020 as Domestic Violence Awareness Month in Union County and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in our State each year and to become part of the efforts to stop violence in families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Stallings to be affixed this the 14th day of September, 2020.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk



MEMO

To: Mayor and Council
From: Alex Sewell, Town Manager
Date: 9/9/20
RE: **Adding Variance Requests of BoA to Remote Meeting Policy**

Purpose: This memorandum suggests updating the Town's Remote Meeting Policy to allow for Board of Adjustment meetings to be held virtually for variance requests.

Background: Due to the pandemic, the Town Council has an adopted remote meeting policy which allows for the following meetings to be held virtually: Town Council, Planning Board, and DA Subcommittees.

Suggested Update: The Board of Adjustment has not met recently due to the pandemic. The Town currently has 5 variance requests and 2 outstanding appeals which are adjudicated by the Board of Adjustment. After consulting with legal, staff would recommend updating the remote meeting policy to allow for variance requests meetings before the Board of Adjustment to be held virtually.

Next Steps: If Council concurs, attached is draft language updating the Remote Meeting Policy for consideration. Council can approve the updated language, alter the language, or take no action.

RULES OF PROCEDURE
FOR REMOTE MEETINGS OF STALLINGS TOWN COUNCIL

North Carolina General Statute § 166A-19.20 authorizes remote meetings upon the issuance of a declaration of emergency and sets forth the requirements for conducting the remote meetings. A remote meeting is an official meeting, or any part thereof, between one and all of the members of the body participating by simultaneous communication. Simultaneous communication is defined as any communication by conference telephone, conference video, or other electronic means.

1. Meetings to Which These Rules Apply

These Rules of Procedure for Remote Meetings (“Remote Meeting Rules”) shall apply only to meetings of the Stallings Town Council, meetings of the Planning Board, requests for variances before the Board of Adjustment, and to Development Agreement subcommittee meetings and not to any other public bodies existing under the authority of the Town of Stallings. The Remote Meeting Rules are supplemental to the Rules of Procedure approved by the Town Council for its meetings. Remote Meetings can take place for any regular, special, or emergency meeting of the Stallings Town Council, Stallings Planning Board, variance request meetings before the Stallings Board of Adjustment, and Development Agreement subcommittee meetings subject to the conditions governing the use of Remote Meetings.

2. Conditions Necessary for Remote Meetings

Remote meetings will only be permitted upon issuance of a declaration of emergency under NCGS §166A-19.20 by the Government of the State of North Carolina by the General Assembly or through the Governor of the State of North Carolina. The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects the Town of Stallings. If no state of emergency or disaster exists, then the Remote Meeting Rules may not be used.

3. Requirements of a Remote Meeting

The Stallings Town Council, Planning Board, Board of Adjustment, or Development Agreement subcommittee shall comply with the following with respect to remote meetings:

(a) Notice of Remote Meeting: Proper notice shall be given of the remote meeting

as part of the notice required by North Carolina General Statutes §143-318.12. The public notice shall also specify the means by which the public can access the remote meeting as the remote meeting occurs.

(b) Any member of the public body participating by a method of simultaneous communication in which that member cannot be physically seen by the public body must identify himself or herself in each of the following situations:

1. When the roll is taken, or the remote meeting is commenced.
2. Prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order.
3. Prior to voting.

(c) All documents to be considered during the remote meeting shall be provided to each member of the public body.

(d) The method of simultaneous communication shall allow for any member of the public body to do all of the following:

1. Hear what is said by the other members of the public body.
2. Hear what is said by any individual addressing the public body.
3. To be heard by the other members of the public body when speaking to the public body.

(e) All votes shall be roll call; no vote by secret or written ballots, whether by paper or electronic means or in accordance with G.S. 143-318.13(b), may be taken during the remote meeting.

(f) The public body shall comply with G.S. 143-318.13(c), which prohibits acting by reference to a letter, number or some other designation or secret device, with the intention of making it impossible for persons attending a meeting of the public body to understand what is being deliberated, voted, or acted upon. The agenda shall be sufficiently worded to enable the public to understand what is being discussed or acted upon and shall be available for public inspection at the meeting.

(g) The minutes of the remote meeting shall reflect that the meeting was conducted by use of simultaneous communication, which members were participating by simultaneous communication, and when such members joined or left the remote meeting.

(h) All chats, instant messages, texts, or other written communications between members of the public body regarding the transaction of the public business during the remote meeting are deemed a public record.

(i) The remote meeting shall be simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public. If the remote meeting is conducted by conference call, the public body may comply with this subdivision by providing the public with an opportunity to dial in or stream the audio live and listen to the remote meeting.

4. Quorum

A member of the public body participating by simultaneous communication present in person or electronically, shall be included in the calculation for determining if a quorum exists only during the period while simultaneous communication is maintained for that member. The provisions of 160A-75 shall apply to all votes for each member of the Stallings Town Council taken during a remote meeting.

5. Process of Opening Meeting

Immediately prior to opening the meeting, the Mayor, Mayor Pro Tem, or other presiding officer shall communicate with the Councilmember(s) who is (are) participating electronically and ensure that he/she is prepared to go forward. From that time forward until the adjournment of the meeting, the communication line or application shall be kept open. At the start of the meeting, the Mayor, Mayor Pro Tem, or presiding official shall state which Councilmembers are participating electronically.

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7. Public Hearings

The Stallings Town Council may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours after the public hearing.

8. Closed Sessions

9. The public body may conduct a closed session as authorized in NCGS § 143-318.11 and while in closed session the Town Council is not required to provide access to the remote meeting to the public. Requests for Variances before the Stallings Board of Adjustments

In order for the Board of Adjustments to hear an application for a variance remotely, the following shall take place:

1. The right to a hearing and decision occurs during the emergency.
2. The applicant shall provide a written request for a hearing and consent to the hearing being held remotely.
3. In addition to the statutory notice requirements in NCGS §160A – 388, notices will be sent via first class mail to all parcel owners with property located within 500 feet of the property that is subject to the variance application.
4. Within 96 hours of the post mark on the notice, any person with standing who objects to the

hearing being held remotely shall notify the Town of an objection. Failure to respond within 96 hours shall be deemed consent.

5. The Town will post notice of the hearing on the property and the method in which the public can attend the hearing remotely.
6. The Town will publish notice of the hearing on its website and instructions on how to attend remotely.

Adopted 05-11-2020.

Amended 9-14-2020.

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Adopted 05-11-2020.
Amended 9-14-2020.

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**PLANNING
& ZONING**
TOWN of STALLINGS

APPLICATION

CZ20.07.01

Vallabh Pushti Samaj Temple

Expansion – New Building

Pre-Public Hearing Staff Analysis + Community Meeting

PROJECT SUMMARY

Location

1006 Vickie Ln.

Required Setbacks

Front: 30'

Rear: 30'

Side: 10'

Building Separation: 10'

Ownership

Vallabh Pushti Samaj
of the Carolinas

Site/Project Size

5.6 acres

Zoning

SFR-3

Traffic Generation

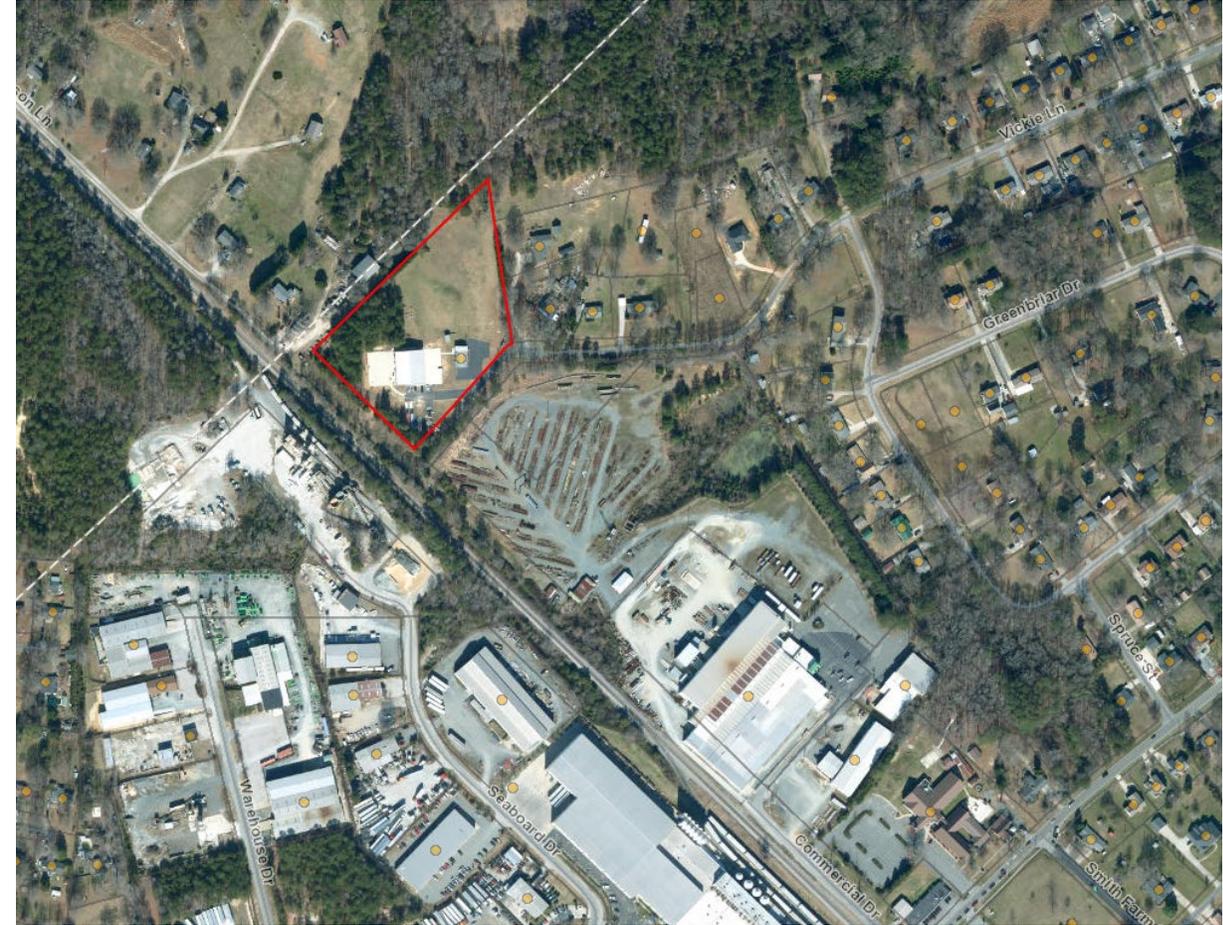
No TIA Required

Existing Use

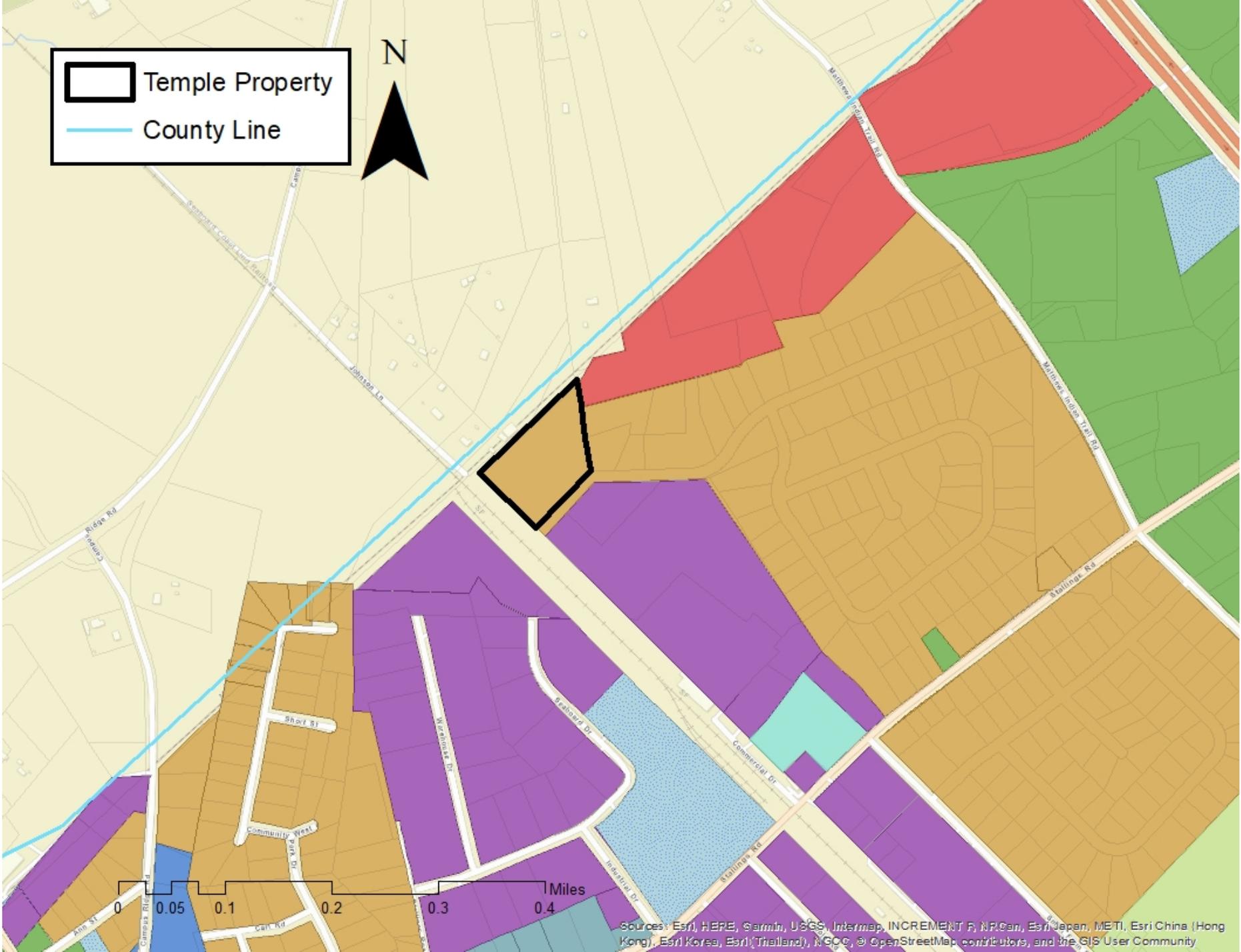
Hindu Temple

Community Meeting

7/28/2020



Temple Property
County Line

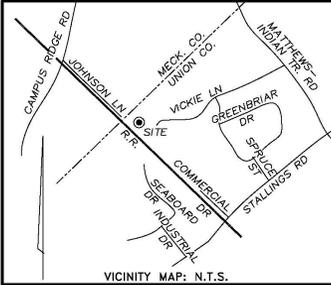


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Request

Conditional Zoning:

1. Expansion – A new 6,297 square foot building that, if approved, will bring the square footage of the facility from 5,133 to 11,430.
2. Under old Ordinance, religious institutions were a listed use in residential districts. However, the new Ordinance does not allow religious institutions in residential districts. This facility is grandfathered from old Ordinance regulations, making it a legally nonconforming use.
3. For any expansion to occur, the site will need to come into compliance with new Ordinance, making this conditional zoning necessary.

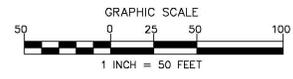
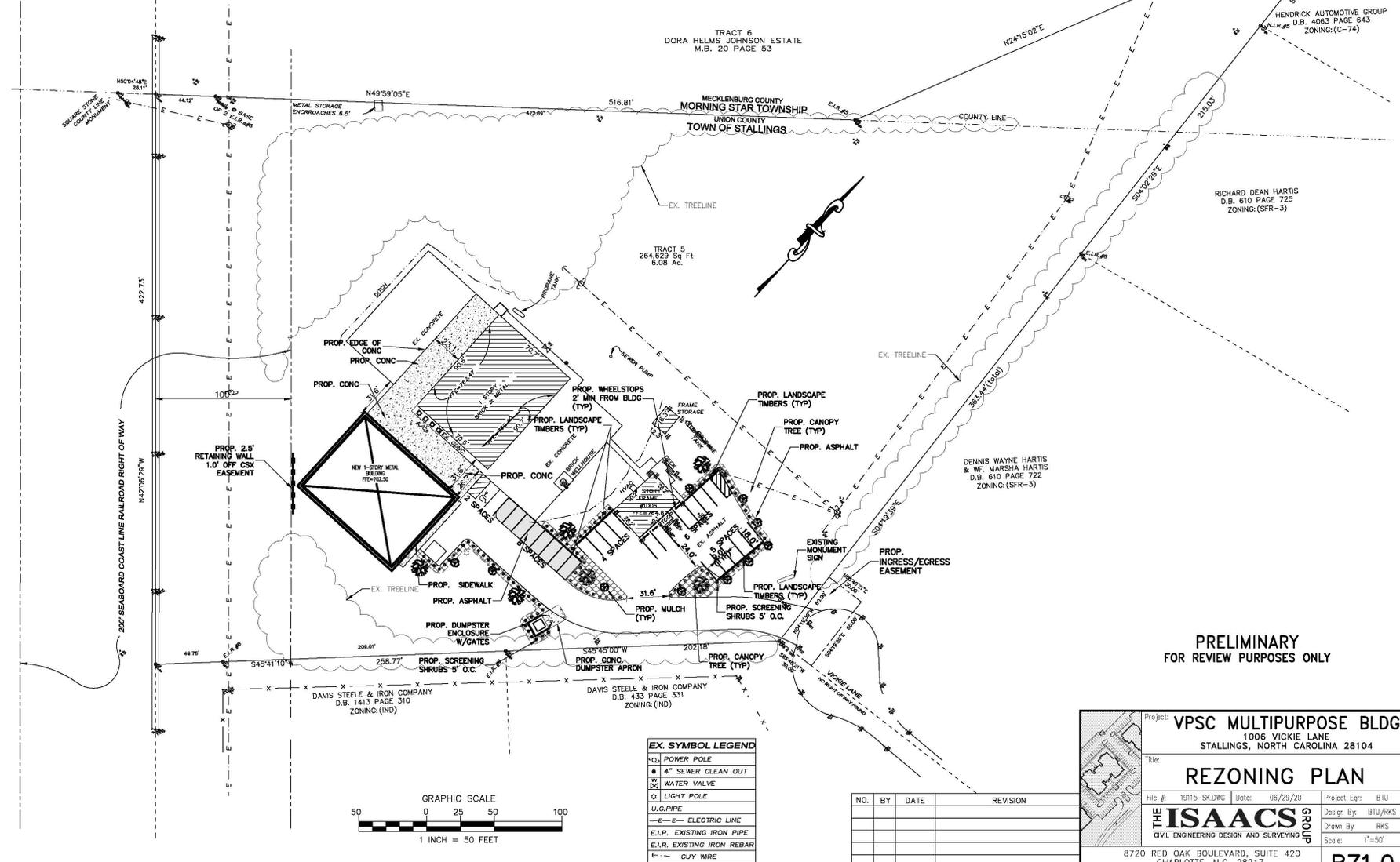


VICINITY MAP: N.T.S.

ZONING CODE SUMMARY
 PROJECT NAME: VVPC REZONING PLAN
 DEVELOPER/OWNER: VALLABH PUSHTI SAMAJ OF CAROLINAS/ PRAT SHAH
 ADDRESS: 1006 VICKIE LANE PHONE: 704-763-3059 EMAIL: shahdmcp@yahoo.com
 PURPOSE STATEMENT: REQUEST TO REZONE FROM SFR-3 TO CIV CONDITIONAL DISTRICT
 CURRENT ZONING: SFR-3 PROPOSED ZONING: CIV (CD)
 TAX PARCEL #: 21507225
 EXISTING USE: TEMPLE PROPOSED USE: EX. TEMPLE W/ PROP. MULTI-PURPOSE BUILDING
 EXISTING GROSS FLOOR AREA: 5,133 SQ. FT. PROPOSED GROSS FLOOR AREA: 6,300 SQ. FT.
 LOT SIZE: 264,629/6.08 S.F./A.C.
 YARD REQUIREMENTS:
 SETBACK (FRONT): 0' FT. REAR YARD: 0' FT.
 SIDE YARD: 15' FT.
 REQUIRED BUFFERS:
 FRONT: NO/YES PARKING LOT MIN/MAX 5'/10' AROUND PERIMETER OF VUA
 SIDE (L): NO/YES 15' SIDE (R): NO/YES 15'
 REAR: NO/YES 0' DUE TO CSX RAILROAD R/W

PARKING CALCULATIONS:
 1 SPACE FOR EVERY 5 MOVEABLE SEATS IN MAIN ASSEMBLY AREA
 125 SEATS/5 = 25 SPACES (INCLUDES 1 HC SPACE)

LANDSCAPING REQUIREMENTS:
 PARKING LOT PLANTING AREAS ARTICLE 11.6-4A(1) & B
 A MIN TYPE D BUFFER SHALL BE PROVIDED FOR ALL PARKING LOTS WITH SIX (6) OR MORE SPACES.
 1 DECIDUOUS TREE AND 4 SHRUBS PER 1500 SF OF VEHICLE USE AREA (VUA)
 75% OF TREES TO BE LARGE MATURING
 REQUIRED: 408 LF OF TYPE D BUFFER = (408 /100)*2 UNDERSTORY TREES
 *18 SHRUBS=8.16 UNDERSTORY TREES AND 73 SHRUBS.
 11,194 SF OF VUA=(11,194 /1500)*1 DECIDUOUS TREE AND 4 SHRUBS = 7.5 TREES AND 30 SHRUBS
 PROVIDED: 103 SHRUBS + 6 LMT'S + 10 UNDERSTORY TREES
 TYPE D BUFFER REQUIREMENTS:
 MIN/MAX BUFFER WIDTH = 5/10 FT
 2 UNDERSTORY TREES AND 18 SHRUBS PER 100 LF



EX. SYMBOL LEGEND

⊕	POWER POLE
⊕	4" SEWER CLEAN OUT
⊕	WATER VALVE
⊕	LIGHT POLE
—	U.G. PIPE
—	ELECTRIC LINE
—	EXISTING IRON PIPE
—	EXISTING IRON REBAR
—	GUY WIRE

NO.	BY	DATE	REVISION

PRELIMINARY
FOR REVIEW PURPOSES ONLY

	Project: VVPC MULTIPURPOSE BLDG 1006 VICKIE LANE STALLINGS, NORTH CAROLINA 28104
	Title: REZONING PLAN
File #: 19115-SK.DWG Date: 06/29/20 Project Egr: BTU	Design By: BTU/RKS
Drawn By: RKS	Scale: 1"=50'
THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND SURVEYING 8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335	
RZ1.0	



SINCE

2010

Shreenath Dham Haveli
VALLABH PUSHTI SAMAJ
OF

CAROLINAS
1006 VICKIE LN.
MATTHEWS, NC

PRIVATE
PROPERTY







TREES, VEGETATION AND STORMWATER

Tree Save (Article 11.8-2)

3% of lot area = .168 acres

Buffers (Article 11.1)

Type C buffer adjacent to SFR district

VUA Plantings

Stormwater Management and PCO

Must comply with PCSWO.

Open Space %

Required: 7.5% (.42 acres)

LAND USE PLAN AND ADOPTED POLICIES

Land Use Plan

The Land Use Plan shows the property as
Suburban Office Center.

Primary Land Uses: Multi-Tenant Professional Office, Corporate Office, Medical Office, Call Center . Research and Development

Secondary Land Uses: Bank • Copy and Printing Services, Restaurants, Government Services, Flex Space, Natural Areas, Stormwater Retention

Small Area Plan

N/A

Consistency

The proposed request is inconsistent with the Stallings Comprehensive Land Use Plan

Form & Parameters (Land Use Plan)

General Development Pattern	Separate Uses
Typical Lot Coverage	20 – 40%
Residential Density	N/A
Non-Residential Intensity	0.20 - 1.0 FAR
Prevailing Building Height	1 - 3 Stories
Average Dwelling Unit Size	N/A
Avg. Non-Resid. Building	Size 10,000 –
200,000 SF Transportation Choices	Auto
Typical Block Length	800 – 1,200 LF
Open Space Elements	Pocket
Parks/Landscape	Buf ers
Street Pattern	Curvilinear Street
Connectivity	Low
Parking Provisions	Surface Lot
Typical Street	Cross Section
Suburban	

STAFF COMMENTS AND OUTSTANDING ISSUES

Planning Department

1. No TIA required.
2. Parking –
 - Requesting a total of 23 spaces and 2 handicapped spaces.
 - Required – 1 space for each 5 seats or each 40 square feet of floor area available for movable seats.
3. Landscaping ordinance requirements
 - Buffer Type C – required where adjacent to SFR
 - VUA – for every 1500 sq.ft. of vehicle use area 1 deciduous tree and 4 shrubs are required.

Police

No concerns

Fire

No concerns

Public Works

No Change or Impact

Parking

- Current Parking Spaces: 15
- Parking Space Required per ordinance for new building: 157
- Parking Spaces Required per ordinance for total square footage: 258

- Applicant's Requested Parking Spaces: 23; 2 handicap
- Staff Recommendation:

Code Enforcement Issues

COMMUNITY MEETING

Meeting: 7/28/2020

Weston Davis of Davis Steel voiced concern that the proposed building may be too close to the edge of the property, potentially rendering any plans for a future road connection null. He said that he has heard about future plans for a connection to Johnson Ln, and has heard interest expressed from companies who would like to relocate to this general area.

I spoke with the Zoning Administrator of Matthews regarding this. She said that she is unaware of any future plans for a road connection, and they have no applications for development in this area.

SUMMARY OF SUGGESTED CONDITIONS

1. Number of parking spaces to be calculated per Ordinance requirements. Table 12.1.
2. Any additional new structures built on the site will need to receive conditional zoning approval from the Town.
3. A landscape plan showing compliance with Ordinance. Article 11.
4. Adhere to Type C buffer requirements adjacent to remaining SFR zoning. Article 11.6.
5. All debris near dumpster area be removed.
6. Metal shipping containers must be removed from property.

August 4, 2020

Mr. David Furr, Planning Technician
Town of Stallings
315 Stallings Road
Stallings, N.C. 28104

Re: July 28th 2020 Community Meeting for Conditional Zoning
Vallah Pushti Samaj Hindu Temple
1006 Vickie Lane, Stallings NC 28104
Parcel Number 215-072-25

Dear Mr. Furr,

The Isaacs Group has prepared these meeting minutes for your review. Please bring to our attention at your earliest convenience any relevant omissions and any statements which you feel are inaccurate, misunderstood or incorrect.

Attendees:

David Furr– Town of Stallings
Lynne Hair– Town of Stallings
Brian Upton – The Isaacs Group
Bob Spalding– The Isaacs Group
Prathmesh Shah – 1006 Vickie Lane (Property Representative)
Komal Gandhi – 1006 Vickie Lane (Property Representative)
Weston Davis– (Community Attendee)
Vimal Madhiwala – (Community Attendee)
Marv Burchette – (Community Attendee)

Items Discussed:

1. The meeting began with Brian Upton discussing the Rezoning Plan, its proposed improvements and a brief history of why it is part of a Rezoning Plan. (i.e. the new ordinance amended in 2017 does not allow a church in a SFR-3 Zoning)
2. David Furr discussed that the existing building and parking is “grandfathered” however, any additions to the site would initiate the rezoning process.
3. Prathmesh Shah discussed that the new building proposed is due to the existing temple members wanting a facility for fellowship functions and not because of any membership increases.

4. Weston Davis discussed concerns about the location of the new building and requested that the Property Owner look into moving the building to a location that would not obstruct a potential future road that may be built in the CSX railroad right of way.
5. Brian Upton discussed the need for additional information on the future road and was not aware of this project.
6. David Furr discussed that this was new information to the Town of Stallings also and requested the need for additional information.
7. Pratmesh Shah discussed that the location of the new fellowship hall was strategic to the Temples needs (close proximity to the temple itself). Also there is septic, an electric line and propane tanks on the other side of the temple that prohibit or will significantly increase the cost of construction on the other side of the Temple.
8. Brian Upton added that the church was not aware at the time of the donation to construct the fellowship hall that a rezoning was needed, nor was The Isaacs Group aware until very recently during the pre-submittal process with the Town of Stallings when questions came up about the zoning ordinance.
9. Weston Davis discussed that several investors were looking into proposed development in the area and that the road was crucial to future improvements both for his company, Town of Stallings and Mecklenburg County. He could not at this time divulge anything other than that it was his understanding that the road would connect Commercial Drive to Johnson Lane and would potentially be as wide as Commercial Drive.
10. Weston Davis discussed that he was not opposed to the Temple rezoning the property if this did not hinder possible future improvements.
11. Pratmesh Shah discussed that the Temple wants to do their best to work with the community in trying to find a workable solution.
12. Brian Upton and Lynn Hair discussed a follow up phone conversation in the near future to determine a path forward based on community input.
13. The Meeting was closed.



MEMO

To: Stallings Town Council
Via: Alex Sewell, Town Manager
From: Ashley Platts, Parks & Recreation Director
Date: September 9, 2020
RE: **Blair Mill Greenway Update**

Background/Issue:

Previously, the Town Council adopted a Greenway & Recreation Master Plan and allocated funding for engineering/design for the Blair Mill Park portion beside the Vickery subdivision off Stevens Mill Road. Parks & Recreation staff working with consultant firm Destination by Design, have reached the point in the design/engineering process where a few items need special consideration in order to proceed further on the project.

Discussion Points:

Our staff and consultant team will provide an update on trail alignment, easement requirements, NCDOT project requirements, and an estimated budget for project construction.

A. Trail Alignment and Easement Requirements:

Three areas of concern were identified through the surveying and engineering process. All of these are on Vickery HOA property and will require an easement agreement with the town to secure for the project. This agreement will allow for the preferred trail alignment to be installed, mitigate some safety and privacy concerns including those raised by the Vickery HOA, and help meet NCDOT's requirements for the road crossing at Steven's Mill Rd.

B. NCDOT Project Requirements:

As part of the project review process, NCDOT informed us that they will be requiring a HAWK (High Intensity Activated Crosswalk) for the crossing at Stevens Mill Rd. This does have an economic impact on the project, requiring \$10,500 in additional funds for engineering to proceed with the project plus construction costs. While the overall cost addition to the project is impactful, it is the safest design for the project crossing.

C. Cost Discussion:

The estimated construction project cost is \$414,841.20 plus approximately \$100,000 for additional NCDOT requirements for a total of \$514,841.29. This includes a 20% contingency. Enclosed is a breakdown of estimated project construction costs.

Finance Officer Marsha Gross is going to walk the Council through the options for how the Town might cover this estimated cost. The Town has a variety of funding sources that we could tap into including approximately \$374,000 in "fee in lieu of" funds that are restricted for park expenditures, \$87,000 in estimated savings due to cancelled park events because of the pandemic, and FY 19-20 unspent funds that were returned to unrestricted fund balance.

Requested Actions:

- 1) Authorize staff to enter into an Easement Agreement with Vickery HOA covering the impacted points on HOA property contingent upon Town Attorney approval
- 2) Approve use of budget savings in the amount of \$10,500 to cover additional design costs to address additional NCDOT requirements for the HAWK crosswalk.
- 3) Provide feedback on funding options and potential bid process.

STATE OF NORTH CAROLINA
COUNTY OF UNION

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this the ____ day of _____, 2020, by and among Vickery Homeowners Association, Inc. “Grantor”; and the Town of Stallings, a political subdivision of the State of North Carolina, “Grantee”;

WITNESSETH:

WHEREAS, Grantors are the owners of certain property located in Union County, North Carolina, which property is known as part of the Vickery Subdivision and is more particularly described on Exhibit A attached hereto (the “Easement Areas”); and

WHEREAS, as part of the Subdivision Plan approval process and the Town’s ordinance requirements, the Grantor agreed to areas of dedicated open space and agreed to donate necessary easements to Grantee for the construction of a greenway; and

WHEREAS, the Town of Stallings has developed a Recreation and Greenway Master Plan for the development of parks, recreation, and greenways throughout the Town, including the properties which are described on Exhibit Map A; and

WHEREAS, Grantors desire to grant to Grantee three perpetual easements over said property for the uses set forth herein, subject to certain requirements as herein set out: easement area one consisting of approximately 0.217 acres/ 9,449 square feet; easement area two consisting of approximately 0.278 acres/ 12,128 square feet; and easement area three consisting of .0902 acres/ 4,021 square feet, as shown on Exhibit Maps prepared by Lawrence and Associates dated July 13, 2020.

NOW, THEREFORE, for and inconsideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, and convey to Grantee, their successors and assigns, a perpetual right and easement, across the lands of the Grantor, for the sole purpose of constructing and maintaining a greenway, subject however to the following terms and conditions:

1. Grantor does hereby grant unto Grantee a perpetual right and easements over the property described on Exhibit A attached hereto for public active or passive green space, greenway, park, recreational, watershed or land preservation purposes, including the right to maintain and make improvements to the property. Grantee shall have the right to grant easements or rights of way across the Easement Areas for underground utilities, roadways incident to the use of the Easement Areas, or other public purposes consistent with the primary purposes set forth above.
2. Grantee shall have the sole right to promulgate rules and regulations for the reasonable use of the property by the public, provided the property is used for the purposes stated herein. If reasonable access to the greenway property is otherwise unavailable, Grantors further grant unto the Grantee reasonable access from time to time to the Easement Areas over any remaining contiguous property owned by Grantors for the purpose of developing and maintaining the property (but not for public access) for the purposes set forth herein; provided, Grantee shall (a) to the extent possible, utilize existing roads for such purposes, (b) repair any damage resulting from such access, and (c) upon request of Grantors execute a supplemental instrument delineating an appropriate access route to provide the agreed access.
3. Said easement shall not be effective and therefore shall not be permitted to be constructed until said project is funded by the Town Council of the Town of Stallings or another funding source.
4. In the event said greenway is not funded and construction does not begin within seven (7) years from the date of this agreement, this easement shall be declared null and void and of no further force and effect.

GRANTOR AND GRANTEE, for themselves and their heirs, successors, and assign, further agree as follows:

1. Grantee shall be responsible, at its expense, for maintaining the Easement Areas in accordance with the purposes set forth herein, including construction and maintenance of a trail, removal of trash, waste and litter, and efforts to control

vandalism and other crimes within the Easement Areas. Grantors shall have the right, but not the obligation, to enter the Easement Areas to plant flowers, remove litter, and beautify same in the event Grantee fails to perform such functions in a reasonable manner, subject to approval by Grantee, which approval will not be unreasonable withheld.

2. Grantors, for themselves and their successors and assigns, reserve the right to grant easements or rights of way for underground utilities within the Easement Areas for the benefit of the Grantors' adjacent land, at such locations and in such manner as may be approved by Grantee in the exercise of its reasonable discretion, provided such easements do not interfere with the use of the Easement areas as set forth herein and provided Grantors repair any damage to the Easement Areas resulting from the implantation of such utilities.
3. To the full extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantors and their successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the property by the public, provided such claims do not result from the acts, negligence or willful misconduct of Grantors or their heirs, successors or assigns.
4. Grantors retain fee simple ownership of the title to the Easement Areas, subject to the rights granted to Grantee herein, for the specific purpose of allowing the land burdened by the Easement Areas to be included in the calculation of zoning density for building improvements permitted on Grantors' land abutting the Easement Areas, as such density may be allowed under current or future zoning ordinances.
5. Grantors make no representations or warranties whatsoever, whether express or implied, with respect to the condition of or title to the property that is the subject of this Agreement, which property Grantee agrees to accept, AS IS, in its present legal and physical condition.
6. Said easement shall not be effective until the greenway project is funded and said easement shall terminate in the event the project is not funded within seven (7) years from the date of this agreement.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto the Grantee, its successors and assigns, for so long as said property is utilized by Grantee, its successors and assigns, for the purposes set forth herein, and no longer.

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

VICKERY HOMEOWNERS ASSOCIATION, INC.

BY: _____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF UNION

I, _____, Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 2020.

Notary Public (SEAL)

My Comm. Expires: _____

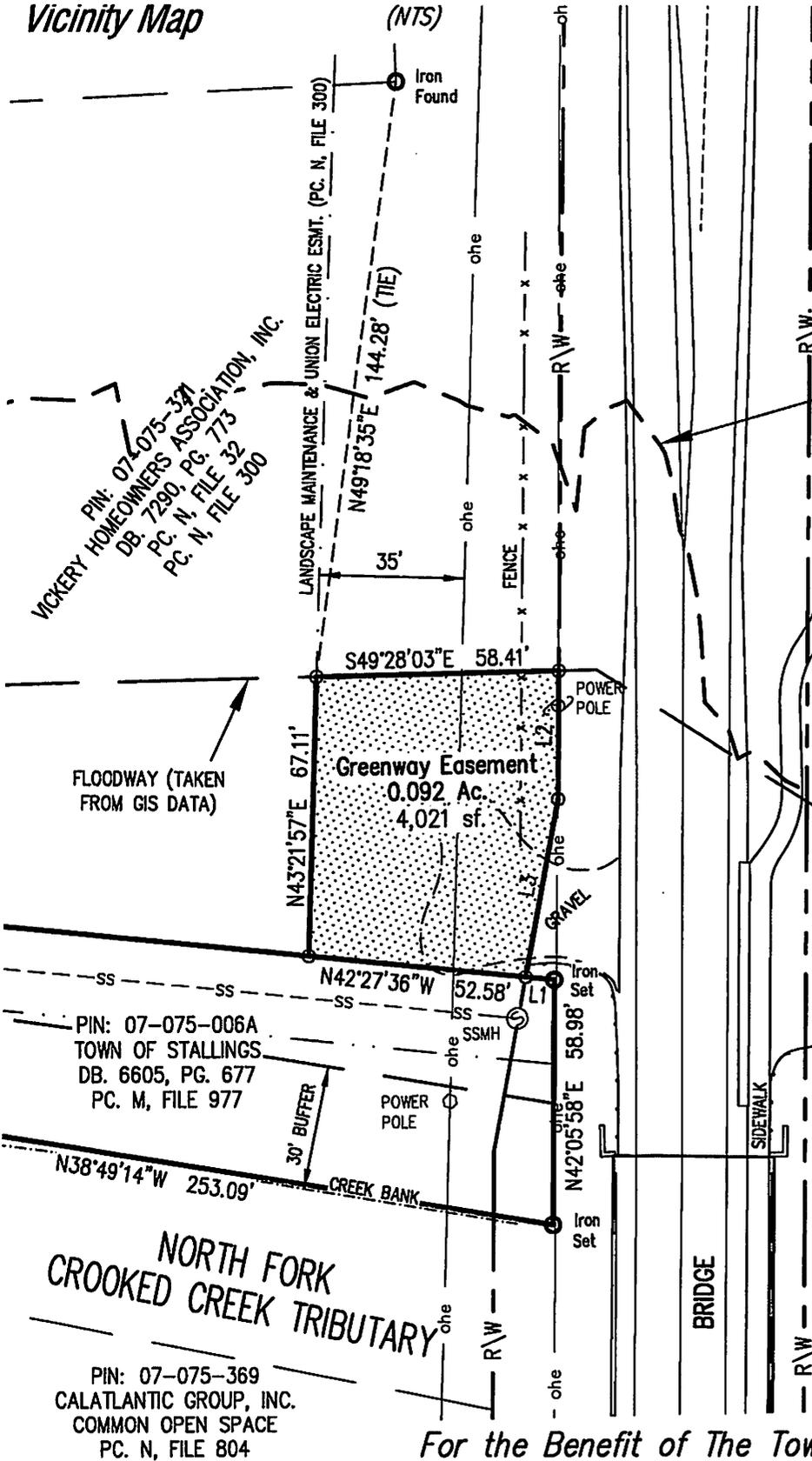
Vicinity Map



State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations

NC Grid (NAD 83-CORS)

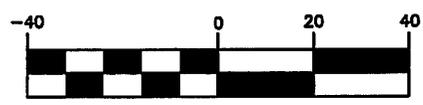
100' YEAR FLOOD LINE (TAKEN FROM GIS DATA, NOT FIELD LOCATED)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N42°27'36\"W	6.91
L2	S42°03'54\"W	30.76
L3	S52°04'23\"W	43.58

STEVENS MILL ROAD
SR 1524

Right-of-Way shown per Design Plans from NCDOT State Project Reference No. DB10-890262; State Project No. 17BP.10.R.50



(IN FEET)
1 inch = 40 ft.

For the Benefit of The Town of Stallings

LAWRENCE ASSOCIATES
106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013
www.lawrencesurveying.com
Firm License Number: C-2856

Easement Survey Property Of
VICKERY HOMEOWNERS ASSOCIATION, INC.
Town of Stallings
Vance Township, Union County, NC
Orig. scale: 1" = 40' Date: June 18, 2020 Drawn By: JLH

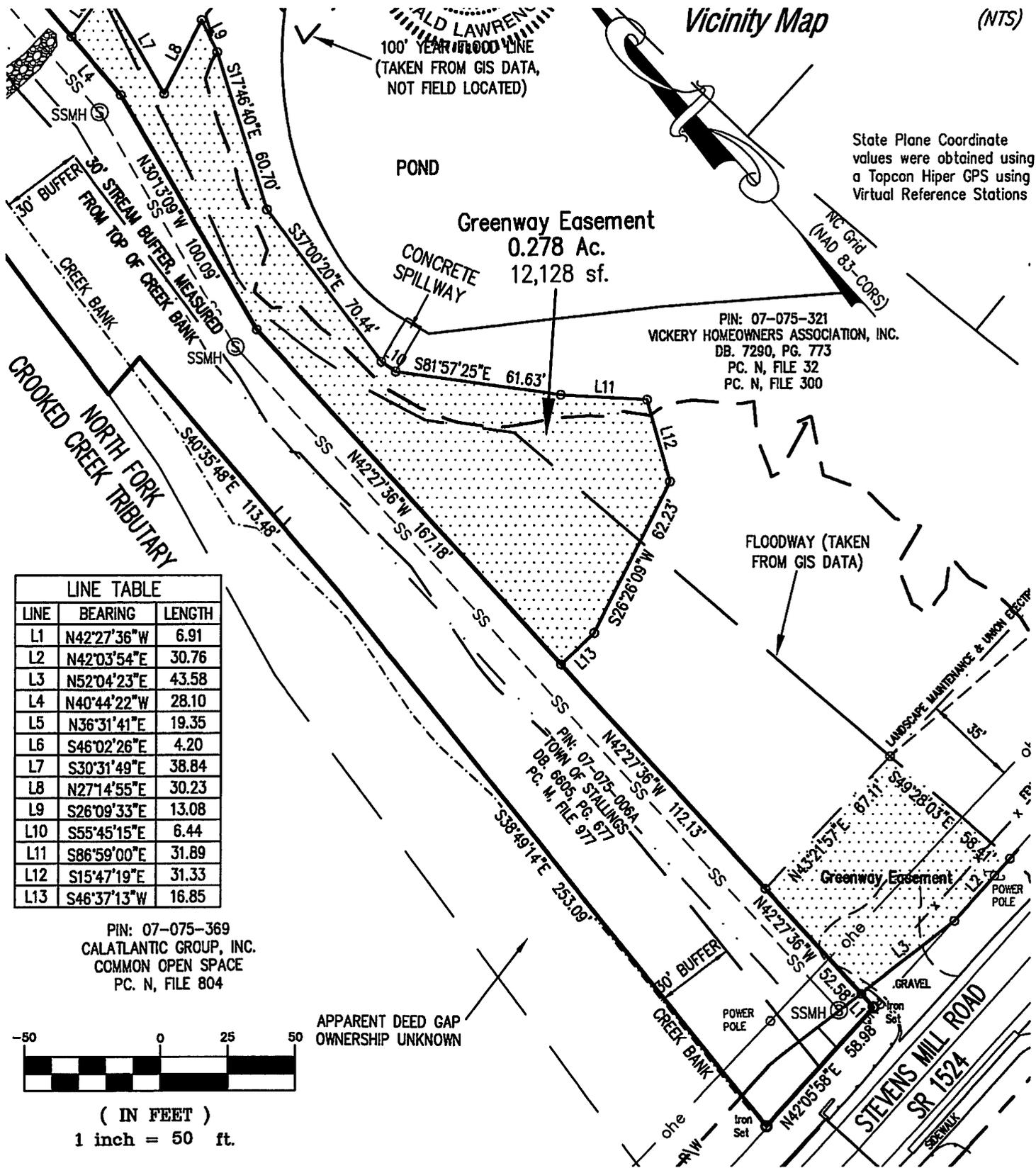
REVISIONS

Vicinity Map

(NTS)

WALD LAWRENCE
100' YEAR FLOOD LINE
(TAKEN FROM GIS DATA,
NOT FIELD LOCATED)

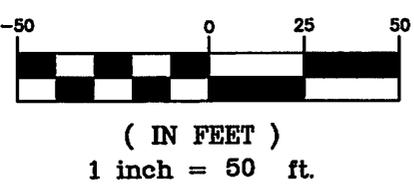
State Plane Coordinate
values were obtained using
a Topcon Hiper GPS using
Virtual Reference Stations



LINE TABLE

LINE	BEARING	LENGTH
L1	N42°27'36"W	6.91
L2	N42°03'54"E	30.76
L3	N52°04'23"E	43.58
L4	N40°44'22"W	28.10
L5	N36°31'41"E	19.35
L6	S46°02'26"E	4.20
L7	S30°31'49"E	38.84
L8	N27°14'55"E	30.23
L9	S26°09'33"E	13.08
L10	S55°45'15"E	6.44
L11	S86°59'00"E	31.89
L12	S15°47'19"E	31.33
L13	S46°37'13"W	16.85

PIN: 07-075-369
CALATLANTIC GROUP, INC.
COMMON OPEN SPACE
PC. N, FILE 804



APPARENT DEED GAP
OWNERSHIP UNKNOWN

For the Benefit of The Town of Stallings

LAWRENCE ASSOCIATES
106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013
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Firm License Number: C-2856

**Easement Survey Property Of
VICKERY HOMEOWNERS ASSOCIATION, INC.**
Town of Stallings
Vance Township, Union County, NC

Orig. scale: 1" = 50' Date: July 13, 2020 Drawn By: JLH

REVISIONS

Stallings Greenway

Preliminary Estimate of Probable Construction Costs

Material	Unit	Quantity*	Cost / Unit (\$)	Total (\$)
PHASE: East A				
Site Preperation				
Demo (Asphalt Crossing & Concrete sidewalk)	allow	1	\$ 7,500.00	\$ 7,500.00
Construction Staking	allow	1	\$ 3,000.00	\$ 3,000.00
Grading & Subase Removal	allow	1	\$ 20,000.00	\$ 20,000.00
Erosion and Sediment Control	allow	1	\$ 15,000.00	\$ 15,000.00
Maintenance of Traffic	allow	1	\$ 10,000.00	\$ 10,000.00
<i>Subtotal Prep Costs</i>				\$ 55,500.00
Site Infrastructure				
15" HDPE	lf	112	\$ 30.00	\$ 3,360.00
Endwalls	allow	6	\$ 950.00	\$ 5,700.00
<i>Site Infrastructure Prep Costs</i>				\$ 9,060.00
Pedestrian Crossing				
HAWK Beacon	allow	1	\$ 100,000.00	\$ 100,000.00
Stamped Asphalt Crosswalk	sf	315	\$ 25.00	\$ 7,875.00
ADA Truncated Domes	ea	2	\$ 500.00	\$ 1,000.00
Pavement Markings	allow	1	\$ 1,000.00	\$ 1,000.00
<i>Ped Crossing Costs</i>				\$ 109,875.00
Site Hardscape				
Greenway Trail (10 ft.)	lf	1866	\$ 90.00	\$ 167,940.00
Concrete Sidewalk	lf	824	\$ 20.00	\$ 16,480.00
<i>Hardscape. Costs</i>				\$ 184,420.00
Landscape				
Medium Trees	ea	6	\$ 350.00	\$ 2,100.00
Small Trees	ea	9	\$ 250.00	\$ 2,250.00
Shrubs	ea	229	\$ 50.00	\$ 11,450.00
Perennials	ea	254	\$ 15.00	\$ 3,810.00
Mulch	s.f	4586	\$ 0.91	\$ 4,173.26
Vickery HOA Landscape Allowance	allow	1	\$ 15,000.00	\$ 15,000.00
Fencing	lf	78	\$ 50.00	\$ 3,900.00
Signage (Greenway, HOA, Traffic)	allow	1	\$ 15,000.00	\$ 15,000.00
<i>Subtotal Prep Costs</i>				\$ 57,683.26
Subtotal Prep Costs + Improvements				\$ 416,538.26
Mobilization Costs (3%)				\$ 12,496.15
Contingency (20%)				\$ 85,806.88
Grand Total This Phase				\$ 514,841.29

*Budget Assumes Appropriate Soil Compaction is Achieved