



STALLINGS TOWN COUNCIL
A G E N D A
September 28, 2015 7:00 p.m.

Invocation, Pledge of Allegiance and meeting called to order

Public Comments

Council will consider and take possible action on the following:

Suggested
starting time

- 7:15 1. Reports
- A. Report from the Mayor
 - B. Reports from Council Members/Town Committees
 - C. Report from Town Manager/Town Departments
- 7:45 2. Agenda Approval
- Action Requested:** Motion to approve agenda as written
(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)
- 7:47 3. RZ15.06.01 – Ryland Homes
- A traditional rezoning request to amend the Stallings UDO map for property located off of Stevens Mill Road from R-20 (Union County/Town of Stallings) to R-15.
- Action Requested:** Approve/Deny rezoning request.
- A. Re-open public hearing
 - B. Information from staff
 - C. Comments from the public
 - D. Close public hearing
 - E. Council vote
- 8:00 4. Annexation 46 – Hawthorne
- Action Requested:** Approve/Deny Annexation Ordinance
- A. Re-open public hearing
 - B. Information from staff
 - C. Comments from the public
 - D. Close public hearing
 - E. Council vote
- 8:05 5. CZ15.06.01 – Trotter/MI Homes. A conditional zoning request for 88 acres located in the area of the Stevens Mill/Lawyers Road intersection. The request is to amend the

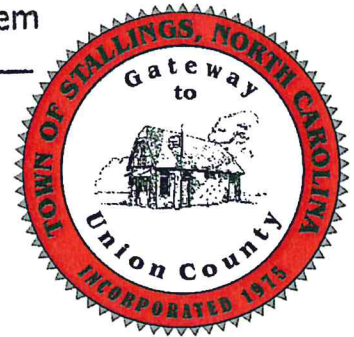
Stallings UDO Map from R-20 (Union County/Town of Stallings) to CZ to allow for the development of a 174 lot single family subdivision. The subject property is located in tax parcels 07033002A, 07033011, 07054003E, 07033007F, 07033007B and a portion of 0754003F.

- A. Open public hearing
- B. Information from staff
- C. Comments from the public
- D. Close public hearing
- E. Council vote

- 8:25 6. Transportation Advisory Committee Applications
Action requested: Consider applications for appointment
- 8:30 7. Financial Brief
Finance Officer Kirk Medlin
- 8:40 8. Southern Software
Action Requested: Approve (Deny) contract.
- 8:50 9. Ordinance Prohibiting Parking on Town Sidewalks
Action Requested: Adopt Ordinance
- 8:55 10. Council Committee Liaison Appointments
(A) Finance and Administration Committee
(B) Transportation Advisory Committee
Action Requested: Appoint Council Members to liaison positions.
- 9:00 11. Domestic Violence Awareness Month Proclamation
Action Requested: Adopt the proclamation.
- 9:05 12. Adjournment

STALLINGS TOWN COUNCIL
Motion Page Addendum
September 28, 2015

Agenda Item	Motion Options
2	I make the motion to: (1) Approve the Agenda as presented; or (2) Approve the Agenda with the following changes: _____.
3	I make the motion to approve RZ15.06.01; or I make the motion to deny RZ15.06.01.
4	I make the motion to adopt the Ordinance to Extend the Corporate Limits of Stallings, Annexation 46 – Hawthorne Drive.
5	I make the motion to approve CZ15.06.01; or I make the motion to deny CZ15.06.01.
6	I make the motion to appoint _____ to the Transportation Advisory Committee with term ending 03-31-16 (or 03-31-17).
8	I make the motion to approve the contract with Southern Software.
9	I make the motion to adopt the Ordinance to Prohibiting Parking on Town Sidewalks.
10.A.	I make the motion to appoint Council Member _____ to the Finance and Administration Committee with term ending 2016.
10.B.	I make the motion to appoint Council Member _____ as the liaison to the Transportation Advisory Committee.
11	I make the motion to adopt the Domestic Violence Awareness Month Proclamation.
12	I make the motion to adjourn.



Memo

To: Town Council
From: Lynne Hair, Planning and Zoning Administrator
Date: September 22, 2015
Re: RZ15.06.01 – Ryland Homes

Town Council heard a request by Ryland Homes to annex 48.13 acres of property located off of Stevens Mill Road at their September 14, 2015 meeting. Ryland requested that the property be zoned R-15 upon annexation to allow for the development of a single family subdivision. After discussion, the Council tabled the item in order to gather more information about storm water issues and density on the site.

It is important to note that when the neighborhoods in the vicinity of the subject property were built, the Town did not have a Storm Water Ordinance. Town Engineer, Chris Easterly, will address Council as to the established standards of the Storm Water Ordinance that Ryland Homes will be required to meet in order to develop the site.

The zoning requested is a traditional zoning district established by the Town's UDO that requires a minimum lot size of 15,000 square feet. For comparison, other neighborhoods within the Town that are zoned R-15 are as follows:

- Shannamara
- Emerald Lake
- Stevens Mill

The property is zoned R-20 in the County. If developed as R-20, not taking into account open space or flood plain, the applicant could build 104 lots on the gross acreage. By comparison, the applicant is requesting to build 69 homes on the 48 acres, leaving approximately 13 acres or 27% as open space; they are only required to provide 4.8 acres or 10% open space.

All standards established by the UDO and the Storm Water Ordinance will have to be met by the applicant prior to any development permits being issued. However, due to the fact that the applicant is requesting a pre-established zoning district the Council cannot place conditions on the request.

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

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Town Hall of the Town of Stallings at 7:00 p.m. on September 28, 2015, after due notice by the Enquirer-Journal on August 14, 2015; and

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

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the area proposed for voluntary annexation encompasses parcel numbers 07033011 and 07033002A on Hawthorne Drive described as follows is hereby annexed and made part of the Town of Stallings effective immediately:

BEGINNING AT A CONTROLLED CORNER MARKING THE COMMON REAR CORNER OF LOTS 206 AND 207 OF COUNTRY WOODS II, PHASE II AS RECORDED IN PLAT CAB. C FILE 310 OF THE UNION COUNTY PUBLIC REGISTRY SAID CORNER ALSO MARKING THE NORTHEAST CORNER OF WILLIAM H. TROTTER AS RECORDED IN DEED BOOK 549 PAGE 802 OF THE UNION COUNTY PUBLIC REGISTRY, THE POINT AND PLACE OF BEGINNING OF THE HEREIN AREA TO BE ANNEXED INTO TOWN OF STALLINGS; THENCE WITH THE EXISTING TOWN OF STALLINGS CORPORATION LINE AND WITH THE WESTERN LINE OF THE AFOREMENTIONED COUNTRY WOODS II, PHASE II THE FOLLOWING TWO (2) CALLS: 1) S 20-23-31 W 936.21 FEET TO A POINT; 2) S 37-03-26 W 1758.67 FEET TO A CONTROL CORNER BEING THE COMMON CORNER OF LOT 180 OF THE AFOREMENTIONED COUNTRY WOODS II, PHASE II AND BEING ON THE REAR LINE OF LOT 42 OF COUNTRY WOODS II, PHASE 11 AS RECORDED PLAT CAB. E FILE 55 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH THE LINE THE AFOREMENTIONED COUNTRY WOODS II, PHASE 11 N 51-22-56 W 350.06 FEET TO A POINT MARKING THE COMMON CORNER OF THE AFOREMENTIONED COUNTRY WOODS II, PHASE 11 AND FAIRFIELD PLANTATION AS RECORDED IN PLAT 7 PAGE 80 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH THE EASTERN LINE OF THE AFOREMENTIONED FAIRFIELD PLANTATION N 04-36-18 E 549.92 FEET TO A POINT; THENCE CONTINUING WITH THE AFOREMENTIONED STALLINGS CORPORATION LINE AND WITH

THE COMMON PROPERTY LINE OF WILLIAM TROTTER DEVELOPMENT COMPANY, CO. AS RECORDED DEED BOOK 253 PAGE 451 AND DEED BOOK 310 PAGE 72 OF THE UNION COUNTY PUBLIC REGISTRY N 21-56-37 E 1212.82 FEET TO A POINT ON THE COMMON LINE OF THE AFOREMENTIONED WILLIAM H. TROTTER; THENCE CONTINUING WITH THE AFOREMENTIONED STALLINGS CORPORATION LINE AND THE AFOREMENTIONED TROTTER LINES AND FAIRFIELD PLANTATION SECTION 3 AS RECORDED IN PLAT CAB. A FILE 179A AND WILLIAM TROTTER DEVELOPMENT, CO. AS RECORDED IN DEED BOOK 244 PAGE 792 ALL AS RECORDED IN THE UNION COUNTY PUBLIC REGISTRY N 41-09-33 W 1204.31 FEET TO A POINT; THENCE CONTINUING WITH THE AFOREMENTIONED STALLINGS CORPORATION LINE AND THE COMMON LINE OF WILLIAM H. TROTTER AND WILLIAM TROTTER DEVELOPMENT, CO. N 04-15-54 W 110.31 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF NIKOLAY NIKITIN AS RECORDED IN DEED 5371 PAGE 790 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE CONTINUING WITH THE AFOREMENTIONED STALLINGS CORPORATION LINE AND THE COMMON LINE OF THE AFOREMENTIONED NIKITIN AND WILLIAM H. TROTTER N 72-35-53 E 174.58 FEET TO A POINT MARKING THE NORTHWEST CORNER OF KEIKO SUZUKI BENTON AS RECORDED IN DEED BOOK 3956 PAGE 339 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE DEPARTING THE AFOREMENTIONED STALLING CORPORATION LINE AND WITH THE COMMON LINE OF THE AFOREMENTIONED BENTON AND WILLIAM H. TROTTER THE FOLLOWING TWO (2) CALLS: 1) S 38-51-57 E 312.21 FEET; 2) N 71-02-07 E 148.55 FEET TO A POINT ON THE TROTTER PROPERTIES, LLC LINE AS RECORDED IN DEED BOOK 428 PAGE 162 OF THE UNION COUNTY PUBLIC REGISTRY SAID POINT ALSO BEING ON THE AFOREMENTIONED STALLINGS CORPORATION LINE; THENCE WITH THE AFOREMENTIONED STALLINGS CORPORATION LINE AND THE COMMON LINE OF THE AFOREMENTIONED TROTTER PROPERTIES, LLC AND WILLIAM H. TROTTER THE FOLLOWING TWO (2) CALLS: 1) S 38-33-20 E 164.88 FEET; 2) S 76-00-35 E 391.51 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF ROBERT L. GRIFFIN AS RECORDED IN DEED BOOK 1458 PAGE 563 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE DEPARTING THE AFOREMENTIONED STALLING CORPORATION LINE AND WITH THE COMMON LINE OF THE AFOREMENTIONED GRIFFIN AND WILLIAM H. TROTTER S 75-02-36 E 1011.58 FEET TO THE POINT AND PLACE OF BEGINNING, BEING APPROXIMATELY 55.5 ACRES.

Said Property contains 55.5 acres, more or less

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

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

Adopted this the 28th day of September, 2015.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



Town of Stallings

ZONING STAFF REPORT

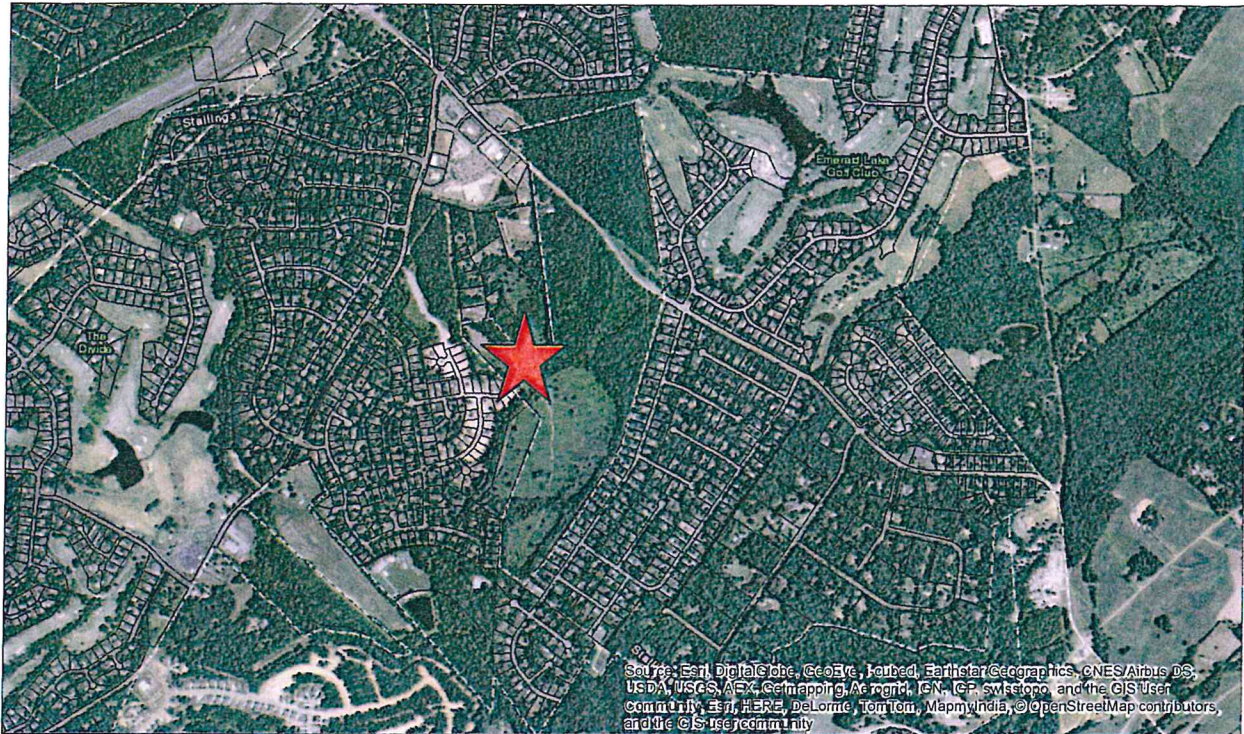
Case: CZ15.06.01			
Reference Name	MI Homes Conditional Zoning		
Request	Proposed Zoning	CZ-Residential/MI Homes; Moderate Density Single-Family Residential up to 2.00 units per acre/ up to 174 lots	
	Proposed Use	Single-Family Residential	
Existing Site Characteristics	Existing Zoning	R-20 (Union County/Town of Stallings)	Single Family Residential – 2 units per acre
	Existing Use	Vacant Land	Single Family Residential
	Site Acreage	87.1 acres	
Applicant	MI Homes 704-286-6498		
Property Owner(s)	William Trotter Company, Trotter Properties, LLC		
Submittal Date	June 1, 2015		
Location	East side of Stevens Mill Road, south of the Lawyers Road intersection		
Tax ID #	07033002A, 07033011, 07054003E, 07033007F, 07033007B and a portion of 0754003F		
Plan Consistency	Land Use Plan	Designation	Traditional Residential/ Office Center
		Consistent with request	YES/NO
Recommendation	Planning Staff	Approve with Conditions	
	Planning Board	Approve with Conditions	

REQUEST

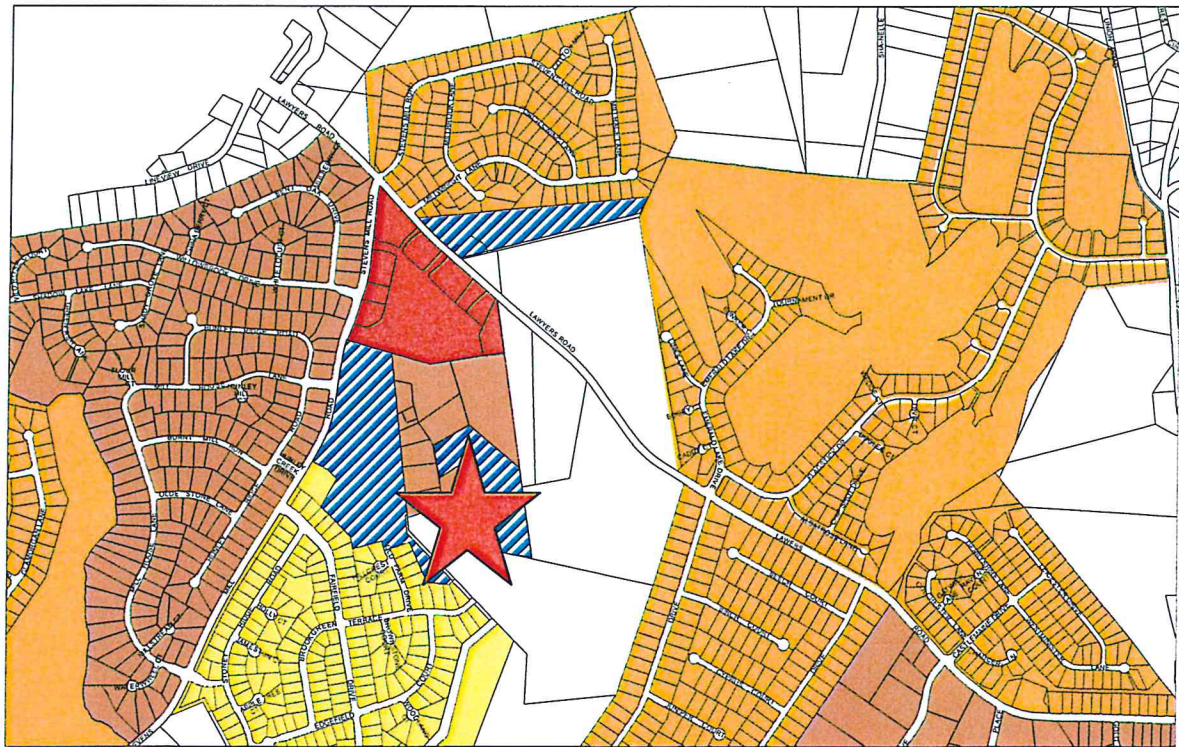
The applicant is requesting approval of a conditional zoning that will allow for the development of the 87.1 acre subject property as a 174 lot, medium density single family residential subdivision.

PROPERTY LOCATION/EXISTING CONDITIONS

The subject property is located on the east side of Stevens Mill Road, south of the Lawyers Road intersection; adjacent to Fairfield Plantation on the south and Stevens Mill Crossing Shopping center to the north. A portion of the property is located in Union County. An annexation request is a part of the application. All of the property is zoned R-20.



Zoning and Use of Adjacent Property:				
North	NRD/Neighborhood Retail District R-20/Single Family Properties	Town of Stallings	Stevens Mill Crossing/Single Family Properties not within a subdivision	Commercial Shopping Center/Residential
South	R-10/Residential Medium	Town of Stallings	Fairfield Plantation	Single family homes located on lots 10,000+ square foot lots
East	R-15/Residential Medium Density	Town of Stallings	Country Woods East	Single family homes located on 15,000 + square foot lots
West	R-20/Residential Low Density	Town of Stallings	Hunley Creek	Single family homes located on 20,000 + square foot lots



Surrounding land uses are low density single family residential with the exception of the commercial development at the intersection of Stevens Mill Road and Lawyers Road.

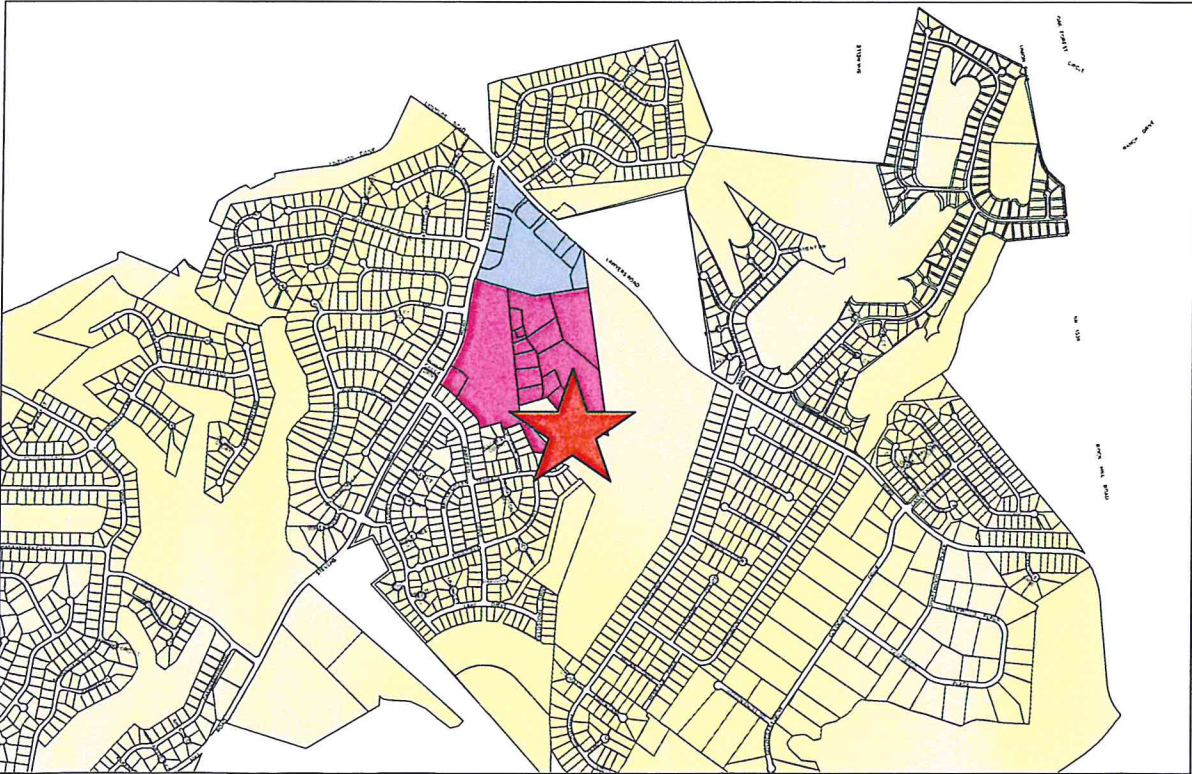
FUTURE LAND USE DESIGNATION

The Stallings Land Use Plan designates parcel #07054003F as “Office Center” and parcels #07033002A, #07033011, # 07054003E, #07033007F, and #07033007B as “Traditional Residential”. These categories are defined as follows:

Office Center: “A planned employment center that consists primarily of office buildings and a limited amount of support retail uses, Unlike a “business center”, an office center contains no manufacturing or warehousing uses that involve heavy truck traffic. Office centers on the S 74 corridor can have structures up to five (5) stories in height.”

Traditional Residential: “Single family residential areas that vary in density, depending on location and availability of utilities, that are well planned and which provide for both internal and external connectivity. Density levels within such areas may run as high as three dwelling units per acre.”

The applicant’s request is for 2.00 single family units per acre and can be defined as traditional residential, is considered compatible with the majority of the land use designation.



COMMUNITY MEETING

A requirement of the Conditional Zoning process is that a community meeting be held by the applicant and a report of this meeting submitted to the Town and presented to the Planning Board and Town Council. MI Homes and Trotter Properties held the required community meeting on June 23, 2015 at 6:30 pm.

Thirty-six (36) neighboring residents were present at the meeting and the following concerns were raised and discussed by the applicant:

- **Ingress/Egress Points and Connectivity.** Neighboring residents in Fairfield Plantation expressed concern with the proposed connections to their neighborhood. The applicant and staff explained that this was a requirement of the Stallings UDO.
- **Traffic along Stevens Mill & Lawyers Road.** Residents expressed a concern with an increase in traffic in the area as a result of adding 174 homes. The applicant stated that they would conduct a traffic study and that NCDOT would have the authority to require any resulting traffic issues connected with the proposed development would be addressed.
- **Accessing Fairfield Plantation Amenities.** Residents of Fairfield Plantation expressed a concern that the residents of the proposed development would use the amenities within their neighborhood. The petitioner stated that they would be providing an amenities package for residents of the new development.
- **Buffering Existing residential houses.** The petitioner stated that they would comply with all buffer requirements established by the Town.
- **Water/Sewer Capacity.** Residents were concerned about overtaxing the current system. The petitioner explained that all future utility connections would go through design and approval with UCPW.

The required community meeting report is attached.

ZONING REQUIREMENTS/SITE PLAN ANALYSIS

Permitted Uses

The requested conditional zoning will allow the property to be developed for single family residential use only.

Building Setbacks

The requested conditional zoning includes a minimum lot size and setbacks that are less than those allowed within any of the Towns established residential zoning districts. R-10 allows the smallest lot width of 80' with a size of 10,000 square feet with established setbacks of 30' on the front and rear and 10' on the sides. The applicant is proposing 65' and 75' lots with a minimum lot size of 8,125 square feet with setbacks of 25' on the front, 25' on the rear and 7' on the sides. A building height of 40' is also requested, the UDO allows up to 35'.

	R-20 Current Zoning	R-10 Smallest Established Residential Zoning Classification	CZ-MI Applicants Proposal
Minimum Lot Width	100'	80'	65'/75'
Minimum Lot Size	20,000 sq. ft	10,000 sq. ft.	8,125 sq.ft.
Front Yard Setback	40'	30,	25'
Rear Yard Setback	40'	30,	25'
Side Yard Setback	12'	10,	7'
Building Height	35'	35'	40'

Proposed Density of Project

The applicant is proposing a density of up to 2.00 units per acre. The proposed 8,125 and 9,375 square foot lots are smaller than other adjacent properties. Nearby properties range in density on individual lots from less than 1 unit per acre to 2 units per acre in the Country Woods East and Fairfield Plantation developments. The proposal, if approved is a higher density than surrounding properties, but is less dense than what is identified for the property in the Land Use Plan.

Open Space/Dedication of Land for Park, Recreation and Open Space

Article 6 of the Stallings UDO establishes open space requirements by zoning district. All residential developments with over 10 units require open space with the percent of open space required increasing as lot sizes decrease. Typically staff requires a minimum 15% open space on conditional zonings which is the minimum requirement established for R-10 property, the town's smallest lot zoning classification. If applied to the subject site; a minimum of 13 acres would need to be set aside as open space. However, the applicant is requesting 25% open space. To meet this requirement the applicant has provided 21.76 acres of open space.

The UDO also states that detention areas and required project boundary and streetscape buffers cannot be counted towards open space calculations. When engineered, the proposed plan will need to take this into consideration.

A tributary of Goose Creek traverses this property requiring a 100' buffer. This area can be counted towards open space.

Article 10 of the Stallings UDO requires park land be provided on the site at a rate of 1/35th of an acre per dwelling unit. The applicant is proposing to construct 174 units, which equals 4.97 acres. The Town would require that this acreage be dedicated to the Town for use as parkland in circumstances where the property can be utilized and accessed by all residents of the Town. When this criterion cannot be met, there is an option to pay a fee in lieu of parkland that is based on the tax value of the property. The tax records have established the average tax value of the parcels as \$9,210.27 per acre. Based on this number, the fee in lieu of parkland is

estimated to be \$45,775**. Staff would recommend that Council accept the fee in lieu of parkland for this site.

***This figure is an estimate. The actual fee will be calculated at the time of Phase 1 Final Plat recordation and will be based on the requirements of UDO Article 10.*

Project Boundary Buffers/Tree Save Requirements/Stream Buffers

The applicant is proposing a 10' project boundary buffer where adjacent to Country Wood East development. However, no buffer is shown where adjacent to some portion of Fairfield Plantation and to property to the north of the project. The UDO requires buffering between single family residential developments that differ in density. The required buffer is 10' with plantings as established in UDO 7.7.9.

The Stallings UDO Article 7.21 requires a tree save area of 10%. This equates to 8.8 acres of the subject property. The applicant intends to incorporate this acreage into his open space area, which is permitted by the UDO.

The Stallings UDO and PCSWO require a 100' buffer on streams in the Goose Creek. This buffer is shown and will require approval of DWQ.

Building Elevations/Materials

MI Homes has provided elevations intended to be built within the proposed development. Front elevations will be constructed of one or a combination of fiber cement board, stone and/or brick. All other sides of the homes will be constructed of fiber cement board at a minimum, and may be brick or stone

To ensure the quality of the development, staff is of the opinion that an 18" brick foundation wrap should be applied to all four sides of the home to give the appearance of a crawl space. It is recommended that, if approved, the conditional zoning require Planning Board approval of proposed elevations prior to preliminary plan approval.

The applicant has not stated what their minimum square footage will be. Typically with a conditional zoning, minimum square footage are established. Staff would recommend 2,400 sq. ft. for two story homes and 2,000 sq. ft. for single family homes.

Connectivity

The Stallings UDO Article 5.6 requires there to be connectivity between developments. The applicant is showing connection to Fairfield Plantation via Brookgreen Terrace and April Lane. Both of these streets were built as stub streets to provide for future connectivity. A stub street is also provided on the north of the site allowing for a future connection to the undeveloped property in this area. The applicant has provided these connections to show compliance with the Town's connectivity requirements.

Staff is of the opinion that this connection is important for safety reasons. Without the connections to Fairfield Plantation the development has only one entrance, creating a potential safety hazard.

Article 5.6 requires connectivity but does not establish the number of connections that are required.

Potential Impact on Local Schools

When considering the need for additional classroom space, Union County Public Schools uses a formula based on demographics to determine whether or not a proposed development will increase the student population to that particular schools watch or cap level. Comments received from Don Ogrom with UCPS are as follows:

"The proposed 174 lot subdivision would be located within the following school boundaries for the 2015-2016 school year:

Fairview Elementary School

Piedmont Middle School

Piedmont High School

"Both Fairview Elementary School and Piedmont Middle School are expected to remain below watch levels for the near-term future. However, Piedmont High School is expected to exceed the watch level and approach the cap level as soon as the upcoming school year. Additional residential construction can accelerate the approach to a cap level and possibly force a capping situation. Prior to reaching a cap, high enrollments contribute to problems such as the media center, insufficient parking and queuing space for parents to safely deliver or pick up their children, and inadequate planning/meeting space for additional staff."

Based on a study conducted by the American Planning Association, it was determined that a single family residential development at a density of between 2.0 and 2.9 units per acre would generate

approximately 1.30 children of school age per unit. The proposed 174 unit development could potentially add an additional 226 children to the local schools. Other studies that are not based on density suggest this number to be closer to 64 children per 100 units, or 111 children for a 174 unit development. It is safe to assume the addition of around 125 children for the proposed development.

Proposed Development Standards

Permitted Use	Single Family Residential
Minimum Lot Width	65' & 75'
Minimum Lot Size	8,125 sq. ft. & 9,375 sq.ft.
Total Number of Lots	174
Front Yard Setback	25'
Rear Yard Setback	25'
Side Yard Setback	7'; 10' on corner lots
Building Height	40'
Project Boundary Buffer	10'/maintain existing vegetation/plant at .2 opacity where no vegetation exists.
Stream Buffer	100'
Open Space	25% or 21.775 acres
Tree Save Area	10% or 8.8 acres

RECOMMENDATION

Staff is of the opinion that based on the adopted Land Use Plan the findings can be made to support a conditional zoning district for the subject property.

PLANNING BOARD RECOMMENDATION

The Planning Board heard this request at their August 18, 2015 meeting at which they recommended approval subject to the following conditions. Conditions in black were recommended by Staff and supported by the Planning Board. Conditions in red were added by the Planning Board.

1. The applicant or responsible party shall obtain all permits required for development with the Town and outside agencies in compliance with applicable regulations. The submitted sketch plan must meet all requirements as established by permitting agencies. If meeting permitting requirements requires significant changes to the plan as defined by UDO Article 10.10.7, the plan will require approval of the Planning Board and Town Council.

2. Use of the property will be limited to a maximum density of 2.00 units an acre not to exceed 174 lots.
3. Interior Lot Setbacks for the project will be 25' – front; 7' side; 10' on corner lots; 25' rear. A maximum of 108 lots will be 65' in width; all remaining lots will be 75' in width for a total of 174 lots.
4. The minimum square footage for homes within the development will be 2,400 heated square feet for a two story house, and 2,000 heated square feet for a one story house.
5. All streets within the development will be built to Town of Stallings minimum design standards.
6. Due to the lack of accessibility to the Common Open Space area; Staff would recommend the Fee In Lieu of Park Land be accepted for the project as defined in Article 10 of the Stallings UDO.
7. All foundations will have a minimum 18 inches of exposed brick on all four sides of the house. No vinyl siding will be permitted on homes.
8. A minimum of 25% open space will be provided on the site. Open space calculations must be provided as a part of the plan review permitting process.
9. A project boundary buffer as shown on the concept plan to be planted at a .2 opacity where vegetation is sparse or non-existent will be required where adjacent to existing single family residential property as per the Stallings UDO Article 7.7.9. Existing vegetation will be maintained in this area. Clearing to the property line will not be permitted.
10. All improvements as required by NCDOT for the project will be installed at the developer's expense.
11. Amenities will be provided for the proposed project by the developer that will include a pool, cabana, playground, parking areas and landscaping.
12. Planning Board approval of all proposed elevations is required prior to preliminary plan approval. Approval of the proposed elevations shall be based upon the elevations' compliance with item 13 of the Rezoning Petition Development Standards (Architectural Standards) and condition #7 of this zoning approval.
13. Connectivity will be limited to a single connection between the MI/Trotter project and Fairfield Plantation; the connection will be located at April Lane. The stub street currently shown at Brookgreen Terrace can be eliminated.
14. During construction of the MI/Trotter development, a barrier prohibiting traffic, will be provided at all connections to the Fairfield Plantation neighborhood and will not be removed until all homes within the new development have been completed.
15. Speed hump will be installed by MI Homes on April Lane at the connection with the proposed development on the Southstone side of the boundary line between the two communities..

ACTION REQUIRED

The Town Council must adopt a statement of consistency and reasonableness (attached). The finding must be made that the proposed amendment is both reasonable and consistent with the Future Land Use Plan. Staff is of the opinion the goals of the Land Use Plan can be satisfied. The following statements from the Land Use Plan support the staff recommendations.

Traditional Residential: "Single family residential areas that vary in density, depending on location and availability of utilities, that are well planned and which provide for both internal and external connectivity. Density levels within such areas may run as high as three dwelling units per acre."

Objective A: Protect the integrity and viability of the Town's established residential neighborhoods.

Strategy R-A2: Develop standards for infill residential development in subdivisions and other established residential areas of the Town.

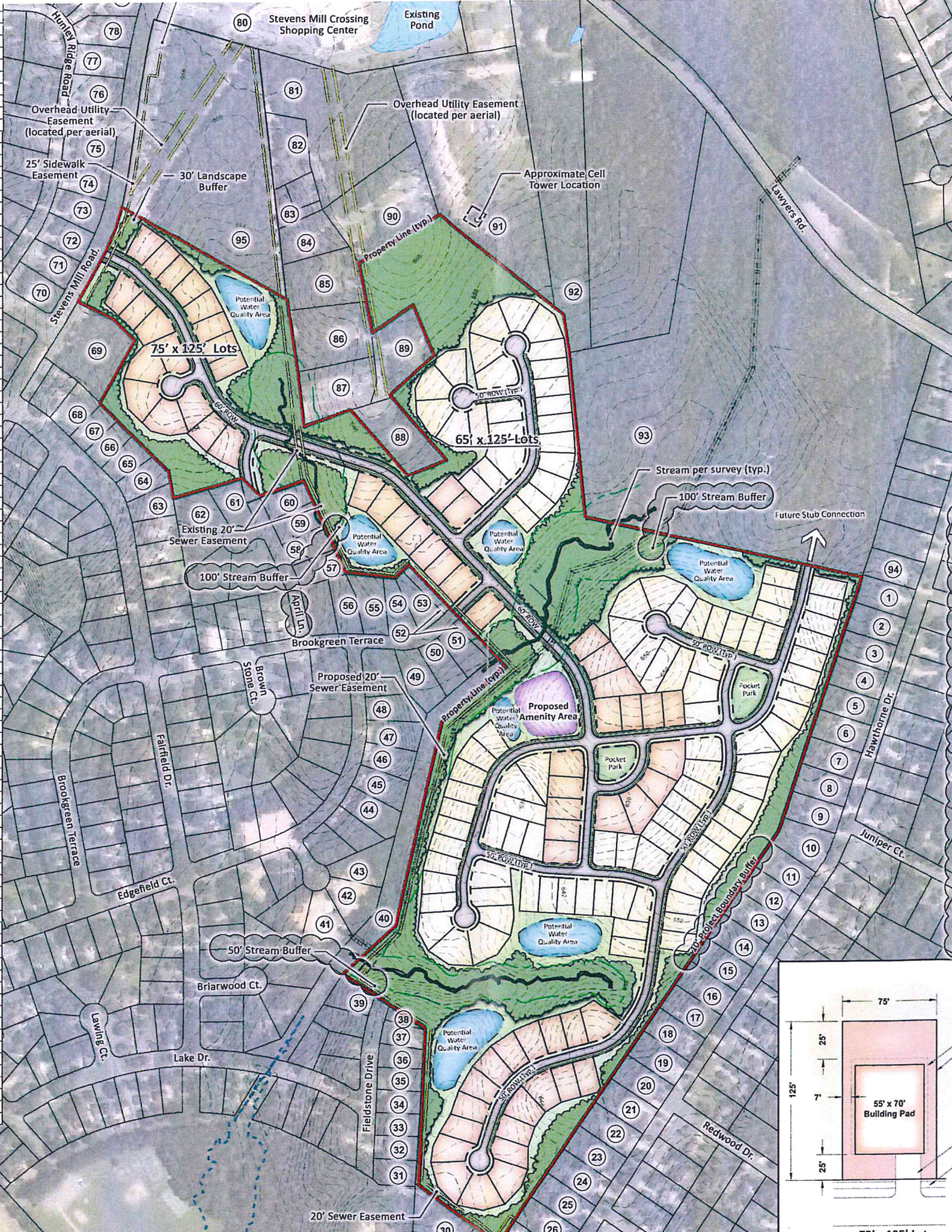
Objective B: Promote home ownership throughout the Town's Planning Jurisdiction.

Strategy R-B2: Allow for a mix of lot sizes in certain zoning districts in order to promote housing affordability and diversity for persons of all ages and income brackets.

Objective D: Ensure that residential development promotes pedestrian and bicycle, as well as automotive use.

Strategy R-D1: Establish standards for the provision of sidewalks within and on the outside boundaries of new residential developments. Require sidewalks with greenstrips on both sides of street within subdivisions.

1	07033278	SELLERS NANCY C	
2	07033277	FORRESTER ROBERT B & WF BARBARA J	
3	07033276	THR NORTH CAROLINA II LP	% ALTUS GROUP US INC
4	07033275	DUNCAN ETHEL	
5	07033274	MCCONNELL ROGER M & WIFE VICKI G	
6	07033273	ENOCH TIMOTHY D	ENOCH TAB THA A
7	07033272	MARLOW JATANA HELMS	
8	07033271	COOK THOMAS ROGER & WIFE ELIZABETH S	
9	07033270	HINSON DANNY A &	WIFE BEVERLY A HINSON
10	07033269	LUCAS CARL S & WIFE JANE E	
11	07033268	TARDY JOHN PAUL A & ANTONETTE	
12	07033267	POWELL LISA	
13	07033266	KISSINGER JEFFREY & WIFE LORI	
14	07033265	MENTUS MICHAEL	MENTUS TIMOTHY
15	07033264	RAGSHAW HARVEY III	
16	07033263	WHEELER JOHN L & LISA	
17	07033262	HANSON STEVEN G & WF MARY B	
18	07033261	HAMILTON SCOTT A	
19	07033260	RORIE JAMES F	
20	07033259	DAVIS LEON A III & WIFE JULIA P	
21	07033258	COX JAMES E &	JOYCE R COX CO TRUSTEES CARLSON VICTORIA K
22	07033257	CARLSON JOSEPH G	
23	07033256	STALLINGS MARK & CYNTHIA	
24	07033255	WARNER RUSSELL D & WIFE PAIGE D	
25	07033254	VERNER GREGORY SCOTT & WIFE TERESA L	
26	07033253	BJORYBOEF JASON E & HEATHER E	
27	07033252	GOTRO HUGH CHARLES JR & SHARON SUE	
28	07036053	DAREY MICHAEL C & MECHEALL C DARBY	
29	07036052	SMITH CRAIG S & ANGELA M SMITH	
30	07036051	BARC BRIAN K & MARIA M	
31	07054168	MINER JANE	
32	07054167	CHANDLER LEAH M	
33	07054166	CURTIS ANDREW J & CAROL	
34	07054165	BELL JAMES ALFRED &	WIFE DORINDA NEWTON
35	07054164	PENNIGAR RYAN	JO LLY LORI
36	07054163	MORGAN ANTHONY J & WIFE PATRICIA A	
37	07054162	BOWMAN DONALD C & NANCY	
38	07054161	BOWMAN DONALD C & WIFE NANCY B	
39	07054160	BOWMAN ERIC W	
40	07054174	FAIRFIELD PLANTATION HOMEOWNERS AS	
41	07054175	GREENE KEVIN BRADLEY	GREENE VLADINA L CRIGLER SARAH ANN
42	07054173	CRIGLER BRIAN DAVID	COFFEY JILL P
43	07054172	COFFEY CLAY M	
44	07054178	TRUE HOMES LLC	
45	07054179	B & C LAND HOLDINGS LLC	
46	07054180	B & C LAND HOLDINGS LLC	
47	07054181	B & C LAND HOLDINGS LLC	
48	07054182	TRUE HOMES LLC	
49	07054184	B & C LAND HOLDINGS LLC	
50	07054185	B & C LAND HOLDINGS LLC	
51	07054186	B & C LAND HOLDINGS LLC	
52	07054211	FAIRFIELD PLAN HOMEOWNERS	ASSOCIATION
53	07054210	B & C LAND HOLDINGS LLC	
54	07054209	B & C LAND HOLDINGS LLC	
55	07054208	B & C LAND HOLDINGS LLC	
56	07054207	B & C LAND HOLDINGS LLC	
57	07054212	B & C LAND HOLDINGS LLC	
58	07054213	B & C LAND HOLDINGS LLC	
59	07054214	B & C LAND HOLDINGS LLC	
60	07054215	B & C LAND HOLDINGS LLC	
61	07054221	B & C LAND HOLDINGS LLC	
62	07054220	B & C LAND HOLDINGS LLC	
63	07054014	ALVAREZ GEORGE JR & WIFE DIANE GAIL	
64	07054013	THOMAS ROBERT E & WIFE TONI W	
65	07054012	KING NANCY FLOYD &	HUSBAND WALTER E KING
66	07054011	RICHARDSON DONALD & CHERYL	
67	07054010	BECKETT HEATHER K	
68	07054009	HIBBETS KEITH	HIBBETS LINDA
69	07054007	UNION COUNTY	% UNION COUNTY FINANCE
70	07054273	MCGIMSEY GEORGE V III & WIFE LUNDA A	
71	07054388	KARAPATAKIS IOANNIS	KARAPATAKIS NATASKA
72	07054389	MCBRIDE DAVID J & WIFE KRISTEN A	
73	07054390	LOVE JERRY J & WIFE NORA N	
74	07054391	YEAMAN JAMES C & WF PATRICIA M	
75	07054392	HERTZLER AARON E & WIFE LINDA L	
76	07054398	HERRING ROBERT R & WIFE JUDY W	
77	07054399	RICHARDSON DONALD & CHERYL	
78	07054400	FLICK KERRY R & WIFE MARTHA E	
79	07054401	HAACK JULIE A	
80	07054715	TRIANGLE PROP ASSOC LLC ET AL	% SOUTHERN REAL ESTATE ATTN L ROSE JR
81	07033007D	FLOYD OTIS JR	
82	07033009	TOBIAS JAMES TOBY	
83	07033007G	SELASSIE LESTER R & SANDRA B &	HAILEI
84	07033010A	TRUESDALE LINDA MAGDALENE	
85	07033008	BYERS SYLVESTER SAM HEIRS	
86	07033008A	TOBIAS ELDORA	
87	07033007E	NIKITIN NIKOLAY	
88	07033011A	BENTON KEIKO SUZUKI	
89	07033007C	LEE VERNON SCOTT	
90	07033007A	HAMMONDS CLETISE ELGENE SR	
91	07033008B01	BULLARD TOMMY	
92	07033005	BULLARD TOMMY L	
93	07033003	GRIFFIN ROBERT L HEIRS &	F G STEPHENS % JEAN WREN
94	07033279	ADDISON WARREN P & WF RHONDA L	
95	07054003F	WILLIAM TROTTER COMPANY	% MCMILLAN & JERRY PA



Vicinity Map
Not To Scale

Site Data:

Tax Parcels:	07033002A, 07033011, 07054003E, 07033007F, 07033007B, & portion of 07054003F
Total Site Acreage:	≈ 87.1 Acres
Location:	Town of Stallings, NC & Union County, NC
Zoning:	R-10 & R-20 Conditional District
Total Units:	up to 174 Lots
65' x 125' Lots:	up to 108 Units (≈ 62%)
75' x 125' Lots:	up to 66 Units (≈ 38%)
Density:	Up to 2.0 DU/AC
Open Space:	10.58 Acres (12%)
Required:	10.58 Acres (12%)
Tree Save:	8.8 Acres (10%)
Required:	8.8 Acres (10%)
Provided:	≈ 8.8 Acres (10%)

General Notes

1. Base information provided by Union County GIS Data and Property of William Trotter Development Company Stevens Mill Park Boundary Survey prepared by South East Group, PA Surveying, dated November 28, 2007. Base information should be verified for accuracy.
2. All zoning and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information
Per FEMA Map number 3710551000K, effective date of study February 2, 2009, there is no floodplain on site.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Union County GIS data and Wetlands Survey of Trotter Development Co. Property prepared by ESP Associates, dated March 18, 2015. For purposes of preparation of this Preliminary Concept Sketch, any potential wetland areas and stream features depicted on this plan are considered to be preliminary in nature and approximate in location. The Preliminary Concept Sketch will need to be revised once all agencies have approved on-site wetland/stream data and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy.

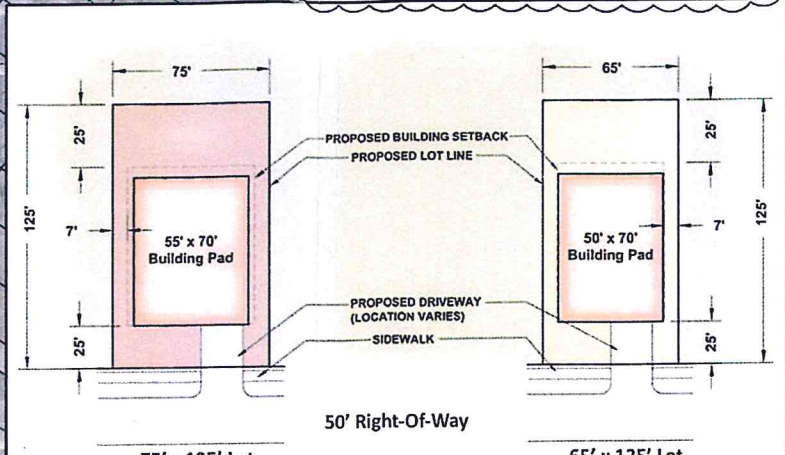
Access Points/Driveways/Streets

1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified per minimum requirements established in the Unified Development Ordinance of Stallings, North Carolina and applicable standards identified by NCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space
Open Space calculations are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland/stream areas, utility features, and buffers (as applicable) for this project are better defined.

Storm Drainage Facilities
Location of proposed stormwater quality areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater quality areas.

Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.



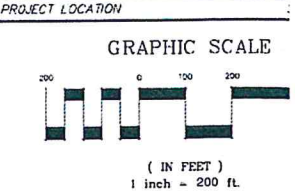
This drawing and/or the design shown a property of ESP Associates, P.A. The reproduction, alteration, copying or other use of this without their written consent is prohibited. Infringement will be subject to legal action. ESP Associates, P.A.

M/I Home

5350 Seventy-Seven Center Dr
Charlotte, NC
28217

Rezoning F Petition #20

Southston



PROJECT NO	CP22100		
DRAWING	DD40-Stallings-Stevens Mill F		
DATE	05/11/15		
DRAWN BY	GW		
CHECKED BY	PT		
AGENCY / SUBMITTAL	REVISION		
NO.	DATE	BY	REVISION
01	7-8-15	GW	staff comments/update exi.
01	7-8-15	GW	updated notes & site plan

Development Standards

1. General Provisions
The development depicted on the Southstone Rezoning Plan is intended to reflect the arrangement of proposed uses on the site, but the final configuration, placement and the size of individual site elements may be altered or modified within the limits of the Ordinance and the standards established on the Technical Data Sheet during design development and construction phases. Street alignment and layout width and depth dimensions may be modified to accommodate final building layout and lot locations. The Petitioner reserves the right to modify the total number of units identified within individual parcels or phases, reallocate units from a location or phase to another, or reconfigure layout, provided the total number of units for the entire development does not exceed the maximum total number permitted.

The standards established by the notes, details, and product sheet, as set out below and as depicted on the Southstone Rezoning Plan, shall be followed in connection with development taking place on the site. Standards established by the Southstone notes, details, and product sheet and Southstone Rezoning Plan shall supersede the Unified Development Ordinance of Stallings, North Carolina in effect at the time of approval.

2. Permitted Uses
a) Subject to the requirements set out below, a maximum of up to 2.0 DU/AC single family lots may be constructed on the site.
b) Common Open Space may include landscaping, active and passive recreation, pedestrian and/or bicycle paths.

3. Density
The maximum Gross Residential Unit density will not exceed 2.0 dwelling units per acre. Individual phases may have higher or lower densities, but the overall project may not exceed 2.0 units per acre. Open space areas and utility easements shall be included in the calculations for gross residential density.

4. Vehicular Access and Road Improvements
Vehicular access shall be provided to Stevens Mill Road in the general location as shown on the Southstone Rezoning Plan. Minor adjustments to the locations of street and driveway entrances may occur, as required to meet state and local agency standards, or as a result of further site investigation and coordinate with final subdivision and site plan design.

5. Landscaping
Landscaping will be provided in accordance with Unified Development Ordinance of Stallings, North Carolina.

6. Open Space
Open space will be owned and maintained by the Property Owner & Property Management. A minimum of 12% of the total development area shall be open space.

7. Amenities
The Southstone Community will have an Amenity area for the use and enjoyment by the residents of their neighborhood. The Amenity area program will include facilities such as a pool, cabana, potential playground, parking areas and landscaping. Final Amenity area program, proposed mixture of facilities and exact location may be subject to change.

8. Fee in Lieu of Park Land
Petitioner proposes to pay a fee in lieu of public park land dedication, per section 10.4.1.2 of the Unified Development Ordinance of Stallings, North Carolina.

9. Signage
Petitioner proposes to install project entryway monument signage at the main entrance located at Stevens Mill Road. All signs shall meet the requirements of the Unified Development Ordinance of Stallings, North Carolina.

10. Improvements
The developer will be responsible for installation of required streets, utilities, common areas, amenity improvements, open space, and buffer yards, which pertain specifically to the project.

11. Changes
a) Lot sizes and mixtures may be adjusted and moved, provided that, the minimum lot width is not less than 65 feet and the total lot count shall not exceed 174 units.
b) Amenity features will be finalized in the preliminary plan phase of the project.

12. Construction Schedule and Phasing
This development may be constructed in phases, proposed phasing will be determined and approved during the Preliminary Plan process.

13. Architectural Standards
a) All homes constructed in the community will have architecture consistent with the concept elevations submitted with the rezoning petition.
b) All front elevations shall be constructed of one or a combination of the following materials: fiber cement board, stucco, brick, stone, glass, wood, or faced concrete block. Artificial materials which closely resemble these materials shall also be allowed. Vinyl may only be utilized for soffits, trim and window treatments.
c) All other sides of the homes will be constructed of fiber cement board at a minimum, and may be brick or stone.
d) Multiple colors of fiber cement board, stone and brick are encouraged between units to ensure variety.
e) 25-year architectural shingle is required. Metal roofing material may be used over porches and windows to provide additional architectural detail consistent with the concept elevations submitted with this rezoning petition.
f) All roof pitches, with the exception of covered porches, shall be a minimum 6:12.

14. Development Standards
Design Standards-Storm drainage and utilities (including sanitary sewer, gas, electric, telephone and cable television) may occur within landscape corridors.
a) Maximum permitted Density: Up to 2.0 dwelling units per acre
b) Setbacks, as further illustrated in the Typical Lot Detail
i. Minimum front building setbacks (from street r/w): 25 feet
ii. Minimum side yard: 7 feet
iii. Minimum rear yard: 25 feet
iv. Minimum street frontage (at front setback): 65/75 feet
v. Maximum Building Height: 40 feet

15. Cell Tower Setback
Adjacent Property owner Parcel ID # 07033008801 contains an existing cell tower that is approximately 198' feet in height. The proposed Southstone site plan has been revised to relocate buildable areas for inhabited structures within proposed residential lots to be setback a minimum of 300 feet or one and one-half feet for every one foot of actual height, whichever is greater, from the base of the cell tower. If documentation is provided to the Town showing a reduction in the cell tower fall zone, the setback requirement shall be reduced based on this information.

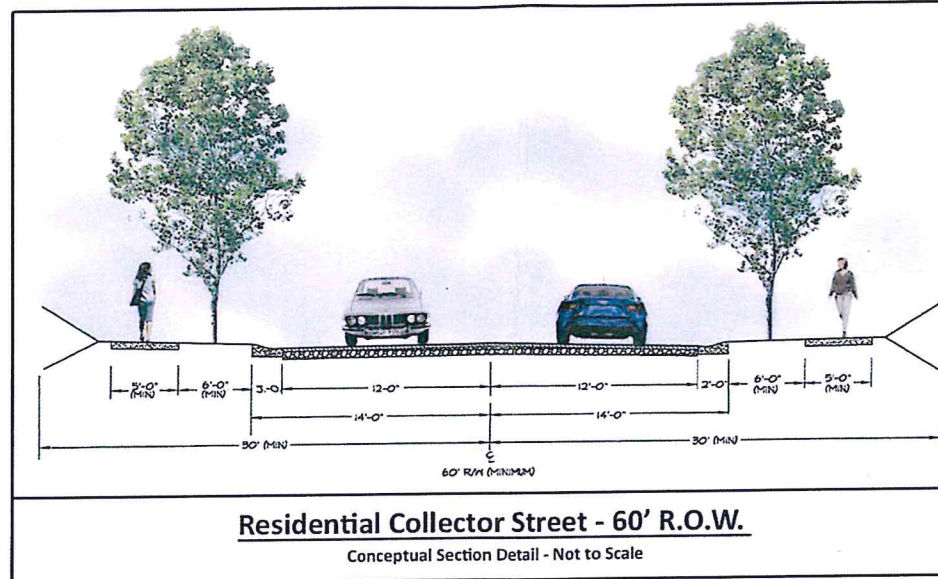
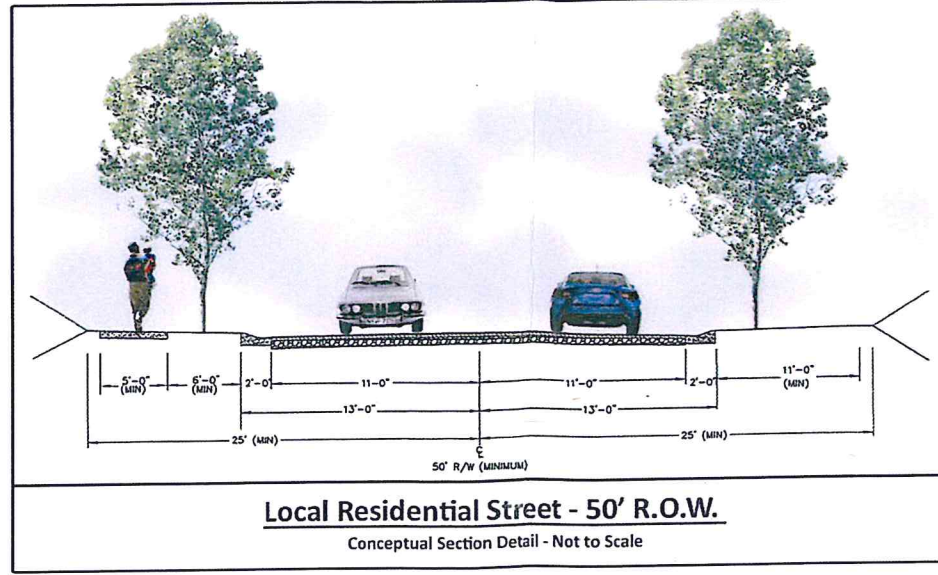
16. Water and Sewer
The developer understands that water and sewer will be provided by Union County Public Works (UCPW) for the Southstone residential community. It is the developer's responsibility to install infrastructure improvements for water and sewer within the project. The developer will comply with all UCPW water and sewer specifications and fees. A water and sewer "willingness and capability letter" must be received from the UCPW prior to obtaining a grading permit.

17. Applicable Ordinances
This development will be subject to the standards and requirements for Unified Development Ordinance of Stallings, North Carolina in effect at the date of approval by the Town of Stallings or as superseded by the provisions of the Southstone Rezoning Plan and the notes, details, and product sheet, as approved by the Town of Stallings.

18. Five Year Vested Right
Due to the level of Petitioner's investment, the Petitioner requests a five year vested right for construction of this project.

19. Binding Effect of the Rezoning Documents
If this Rezoning Petition is approved, all conditions applicable to development of the site imposed under the

Development Comparison Matrix			
	Zoning District R15 Requirement	Proposed CD	Comments
Permitted Use	Single Family	Single Family	No Change
Minimum Lot S.F.	15,000 S.F.	8,125 S.F. & 9,375 S.F.	Facilitates an increase in open space and tree preservation.
Minimum Lot Width	Minimum 90'	65' & 75' Wide Lots	Facilitates an increase in open space and reduction in utility maintenance.
Street Buffers	20' landscape buffer from Stevens Mill Road	30' landscape buffer	Reduces the development's visual impact along Stevens Mill Road frontage.
Tree Preservation	+/- 8.8 Acres (10% of total property area)	+/- 13 Acres (15% of total property area)	Maintains the town's character and reduces heat gain.
Open Space	12%	12%	No Change
Access Points	2 Entrances	3 Entrances	Accessible from Stevens Mill Road, April Lane, and Brookgreen Terrace
Front Setback	30'	25'	Brings activity to the street and strengthens neighborhood connectivity by encouraging a 'front porch community'.
Rear Setback	30'	25'	Promotes compact design and allows for additional common open space
Side Setback	10' (20' side corner)	7'	Promotes compact design and allows for additional common open space
Maximum Building Height	35'	40'	Accommodates two story homes and roof lines, consistent with market demand.



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CLIENT

M/I Home

5350 Seventy-Seven Center Dr
Charlotte, NC
28217

DRAWING FILE

Notes, Details & Product
Petition #20'

PROJECT

Southstone

PROJECT LOCATION

PROJECT NO	CP22.100		
DRAWING	0040-Stallings-Stevens Mill Rd		
DATE	05/11/15		
DRAWN BY	GW		
CHECKED BY	PT		
AGENCY / SUBMITTAL REVISION			
NO.	DATE	BY	REVISION
01	7-8-15	GW	staff comments/updated notes

Town of Stallings

Public Hearing

Application

1. Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately before signing this form. This page should be the first page of your completed submittal packet.
2. Please make your check payable to "Town of Stallings."
3. An attorney representing the property owner or the property owner themselves must be present at meeting to present the proposal.
4. If you have questions regarding this form, please contact the Town of Stallings Planning Department by calling 704-821-8557.

Date of Application: _____

Applicant Name: M/I Homes

Applicants Address: 5350 Seventy-Seven Center Dr, Ste 100
Charlotte, NC 28217 Telephone #: (704) 286-6498

Mailing Address: 5350 Seventy-Seven Center Drive, Suite 100

City: Charlotte State: NC Zip: 28217

Property Owner/ Name: William Trotter Company, Trotter Properties LLC,

Owner Address: 1515 Mockingbird Ln # 900, Charlotte NC 28209

Telephone: (704) 525-1783 FAX#: _____

This Application for (Check All That Apply):

- Conditional Zoning Request
- Conditional Use Permit
- Rezoning Request
- Text Amendment Request
- Variance Request
- Other _____

Subject Property Information:

Address/Location: Stevens Mill Road, approximately 1/4 mile west of Lawyers Road _____

07033002A, 07033011, 07054003E,

07033007F, 07033007B, & portion +/- 88.03 Acres

Tax Parcel ID #: of 07054003F _____ Total Acreage: _____

R-10, R-20, and

Existing Zoning of Property: Conditional Zoning Existing Use(s) of Property: vacant

Proposed Use(s) of Property: Single-Family Residential Community

Applicant's Request/Proposal Applicant proposes to develop a master planned Single Family Residential Neighborhood.

In support of this request, I submit the following items, which are attached and made a part of this application:

Required	Provided		Required	Provided	
<input type="checkbox"/>	<input type="checkbox"/>	Boundary Survey	<input type="checkbox"/>	<input type="checkbox"/>	Authorization Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plan *	<input type="checkbox"/>	<input type="checkbox"/>	Traffic Report
<input type="checkbox"/>	<input type="checkbox"/>	Building Elevations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Community Meeting Report (to be provided)			
<input type="checkbox"/>	<input type="checkbox"/>	Photos			
<input type="checkbox"/>	<input type="checkbox"/>	Tree Survey			

**Site Plan shall include properties total acreage, it's zoning classification, the general location in relation to major streets, railroads, and/or waterways, the date, and north arrow; all existing easements, reservations, and right-of-ways; areas in which structure will be located; proposed use of all land and structures, including the number of residential units and the total square footage of any nonresidential development; all yards, buffers, screening and landscaping required by these regulations or proposed by the petitioner; all existing and proposed points of access to public streets; storm water buffers and delineation of areas within the regulatory floodplains as shown on the official flood hazard boundary maps if applicable; proposed phasing, if any; the location of existing and proposed storm drainage patterns and facilities intended to serve the proposed storm drainage patterns and facilities intended to serve the proposed development; generalized traffic, parking and circulation plans.*

How is sewage from this development to be managed? Union County Public Works

Is water available to the site? Yes No Jurisdiction: UCPW Size Limit: _____

Will this proposal result in an increase in school enrollment? Yes No Projected Increase: Forthcoming

What are the volumes and peak hours of traffic projected as a result of this proposal? Traffic technical memorandum to be provided. Current coordination with NCDOT underway.

If the applicant is not the property owner, the following authorization must be signed and notarized prior to the application being accepted and placed on an agenda for public hearing.

[Handwritten signature]

5/27/15

Property Owner Signature

William Trotter Company
TrotterProperties, LLC

Date

[Handwritten signature]

5/28/15

Applicant Signature

MI Homes

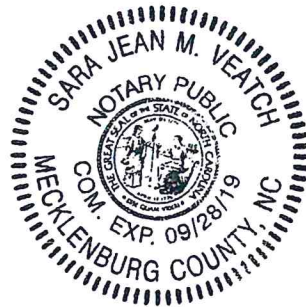
Date

[Handwritten signature]

5/27/15

Notary Signature

Date



Stallings Stevens Mill Community Meeting Report

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Tuesday, June 23, 2015 at 6:30 p.m. in the Stallings Civic Building located at 323 Stallings Road, Stallings, North Carolina.

PERSONS IN ATTENDANCE AT MEETING (see attached copy of sign-in sheet):

The Community Meeting was attended by those individuals identified on the sign-in sheet attached hereto as Exhibit A. The Petitioner was represented at the Community Meeting by Scott Herr of M/I Homes and the petitioner's agent, Matt Mandle, Michael Kahre and Gwen Wolfgang with ESP Associates PA (ESP).

SUMMARY OF PRESENTATION/DISCUSSION:

Attendees were welcomed by members of the team at the door as they arrived and signed in. Various display boards for the project were located on easels in the meeting room allowing attendees to view as other participants continued to arrive (Need to attach and reference the display boards we used at the meeting).

Scott Herr and Matt Mandle welcomed attendees as the Petitioner's team was more formally introduced to the entire group. A brief overview of M/I Homes and the project was presented to participants prior to opening up the forum for comments and discussions. The following is a summary of the discussion points that were brought up during the open forum or individually during discussions at the individual stations located around the room.

Ingress/Egress Points

The ingress/egress points for the proposed community were discussed, with the primary entrance connecting to Stevens Mill Road and secondary ingress/egress points connecting to existing street stubs in the Fairfield Plantation Community.

Participants from the Fairfield Plantation Community discussed the existing access points into their community with the following as their primary concerns focusing upon safety of residents:

- Roads do not have curb and gutter and residents also park along the roadway
- The community does not have any sidewalks so residents have to walk on the roads
- There are disabled residents in the community that walk in the neighborhood
- These access points will increase the traffic through the neighborhood
- Speeding will be an issue with no traffic calming measures such as speed humps
- The neighborhood could potentially become a cut through for the proposed development and future property that could be developed along Lawyers Road

Lynne discussed the UDO and requirements for two entrances

- Because of its size, the proposed development requires two entrances. By showing connections to existing stubs, this plan is complying with the Unified Development Ordinance.
- Because the proposed zoning is conditional, this requirement could be waived with approval by Council.

It was also mentioned that a second ingress/egress point is necessary for emergency vehicles, to disperse vehicular traffic, and for school buses so that they can circulate easily between neighborhoods without relying on primary thoroughfares.

Alternative options for a secondary entrance were asked about:

- Lawyers Road
- Country Woods Neighborhood

The petitioner pointed out that they do not own any property with access to Lawyers Road, nor is there access to Hawthorne Drive (Country Woods) since lots are fully developed and there aren't any public roads to be able to connect to. Lynne Hair reiterated the point that connecting to the existing stubs in Fairfield Plantation is required by the UDO.

Traffic along Stevens Mill & Lawyers Road

Neighbors raised concerns about the overall traffic numbers on these roads. Many believe that the current amount of traffic exceeds what the area can accommodate and that any further development will exacerbate the problem.

The petitioner ensured the residents that traffic studies would be done and that NCDOT/Union County would have the authority to require the petitioner to address any resulting traffic issues that would be connected to this development.

Accessing Fairfield Plantation Amenities

Fairfield Plantation residents were concerned that the connections to Brookgreen Terrace and April Lane would encourage residents from the new development to use their amenities, including a playground and fishing pond.

The petitioner is planning to develop an amenity area for the residents of the new community, as well as several pocket parks in convenient locations, leaving residents less of a need to use amenities in other neighborhoods.

Buffering existing residential houses

Residents of existing homes abutting the project boundary wish to maintain buffers between their homes and any new home sites.

The petitioner will adhere to required perimeter buffers (10' along the boundary with Country Woods and a buffer along the property's Stevens Mill Road frontage). Proposed 25' rear yards along with stream buffers and utility easements would provide additional space between home sites and existing lots in adjacent neighborhoods.

Water / Sewer Capacity

Residents were concerned about overtaxing the current utility systems.

The petitioner explained that all future utilities and connections would go through design and approval with Union County Public Works.

Stevens Mill Road Site
NEIGHBORHOOD MEETING

EXHIBIT A

Tuesday, June 23, 2015

6:30 PM

SIGN-IN SHEET

Name: GIVEN Wolfgang
Address: ESP ASSOCIATES
Phone: _____
Email: _____

Name: Michael Kahre
Address: ESP ASSOCIATES
Phone: _____
Email: _____

Name: MAH Mandle
Address: ESP ASSOCIATES
Phone: _____
Email: _____

Name: SCOTT HEN
Address: M/I HOMES
Phone: _____
Email: _____

Name: SKIP MORGAN
Address: 15921 Fieldstone 2
Phone: 704-882-1239
Email: _____

Name: LARRY & TERRY EVANS
Address: 7002 STONEY RIDGE RD.
Phone: 704-641-4882 / 980-322-5306
Email: bren100@carolina.rr.com
levens28@carolina.rr.com

Name: C Wayne Mast
Address: 7105 Edgfeld Ct
Phone: 704-882-2677
Email: CWMANSIT2003@jellho.com

Name: Balava Lee
Address: 7117 Stoney Ridge Rd
Matthews, NC 28104
Phone: (704) 882-1418
Email: lwlbat@carolina.rr.com

Name: Jessica Marsh
Address: 7105 Edgfeld Ct
Phone: _____
Email: _____

Name: Jill Coffey
Address: 914 Woodland Ct
Phone: ~~704~~
Email: jillandclay2003@jellho.com

Name: NANCY SELLERS
Address: 1102 Hawthorne Dr. ^{Iron Hill Trail}
Phone: 704-882-2564
Email: BNASELL@GMAIL.COM

Name: Bryan Barker
Address: 7101 Edgfeld Ct
Phone: 704-882-4673
Email: RANSOF@Netmeister.com

Stevens Mill Road Site
NEIGHBORHOOD MEETING

Tuesday, June 23, 2015

6:30 PM

SIGN-IN SHEET

EXHIBIT A

Name: Elizabeth Cash
Address: 6709 Brookgreen Ter
Phone: 704-438-6646
Email: Blash6516@gmail.com

Name: Eldara Robins
Address: 7612 Skuns Mills Rd Matthews
Phone: 704-882-2288
Email: _____

Name: Charlie & Debbie Wagenhauser
Address: 100 Apple Tree Ct
Phone: 704-292-5989
Email: _____

Name: JO HANNY RITCH
Address: 15708 FAIRFIELD DR.
Phone: 704-699-1604
Email: _____

Name: Sharon G. Jones
Address: 1327 Drexel Pl
Phone: 704 523-1368
Email: SherryGJones@msn.com

Name: TOMMY BULLARD
Address: 14823 LAWYERS Rd
Phone: 704-604-7981
Email: Bullardd4@gmail.com

Name: April Tibbo
Address: 7612 Skuns Mills Rd
Phone: 704-882-2288
Email: AprilTibbo@gmail.com

Name: RB FORRESTER
Address: 1108 Hawthorne Dr
Phone: 704-882-9486
Email: None

Name: Andrew + Rachel Lee
Address: 204 Hillcrest Ct
Phone: 703-323-1598
Email: eelwerdna@Hotmail.com

Name: Paige Warner
Address: 1318 Hawthorne Dr.
Phone: _____
Email: paigewarner@carolina.rr.com

Name: Vicki McGovern
Address: 7109 Edgefield Ct
Phone: _____
Email: vmcgovern@windstream.

Name: _____
Address: _____
Phone: _____
Email: _____

Stevens Mill Road Site
NEIGHBORHOOD MEETING

EXHIBIT A

Tuesday, June 23, 2015

6:30 PM

SIGN-IN SHEET

Name: Jenni Campagna
Address: 8215 Stevens Mill Rd.
Phone: 704-882-9511
Email: jgc@carolina.rr.com

Name: Scott + Linda Howatt
Address: 15712 Fairfield Dr
Phone: _____
Email: Stowatt@carolina.rr.com

Name: SALT SHEIKH
Address: 6509 BROOKGREEN
Phone: 704-984-8652
Email: saltshikh@yahoo.com

Name: Carolyn Wells
Address: 6577 Stony Rock Rd
Phone: 704 788 9484
Email: CarolynWells@windstream.net

Name: VAISHALI KESHANI
Address: 6509 BROOKGREEN
Phone: 704-984-8653
Email: vaishali.34@gmail.com

Name: Cope Willis III
Address: 7305 Bismarck Dr
Phone: 704-293-6695
Email: _____

Name: Jane Laney
Address: 124 BROWNSTONE CR.
Phone: 704-516-6515
Email: jane.laney@ucps.k12.nc.us

Name: Jeff Kuszyr
Address: 1222 Hawthorne
Phone: _____
Email: _____

Name: Kendall Taylor
Address: 8017 Hunley Ridge Rd
Phone: 704-893-0911
Email: Kendallt@windstream.net

Name: Ed Eason
Address: 601 Butternut Ln
Phone: _____
Email: marchtildawn@yahoo.com

Name: Kaye Edom Bedom 773@gmail.com
Address: _____
Phone: _____
Email: _____

Name: Vernon & Marjorie Lee
Address: Stevens Mill Rd
Phone: 704-421-6667
Email: _____

Stevens Mill Road Site
NEIGHBORHOOD MEETING

EXHIBIT A

Tuesday, June 23, 2015

6:30 PM

SIGN-IN SHEET

Name: Ren Caperton

Address: 2010 Millbrook Ln

Phone: 704 882 8596

Email: ronnicap42@gmail.com

Name: Jane Menez

Address: 16009 Fieldstone Dr
Matthews NC 28104

Phone: 704 882 2111

Email: None

Name: Barbara Forrester

Address: 1105 Hawthorne Dr

Phone: 704 882 - 9486

Email: bj4ster@yahoo.com

Name: Carla Martin

Address: 8100 April Ln

Phone: 913-638-5723

Email: cmartin95@gmail.com

Name: _____

Address: _____

Phone: _____

Email: _____

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Stevens Mill Road Site
NEIGHBORHOOD MEETING

EXHIBIT A

Tuesday, June 23, 2015

6:30 PM

SIGN-IN SHEET

Name: Paul Rauser

Address: 6808 Brookgreen Terrace

Phone: 204882 2359

Email: Paul.Rauser@AFL.com

Name: _____

Address: _____

Phone: _____

Email: _____

Name: _____

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Email: _____

Name: _____

Address: _____

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Name: _____

Address: _____

Phone: _____

Email: _____

Lynne Hair

From: don ogram [don.ogram@ucps.k12.nc.us]
Sent: Thursday, June 11, 2015 8:46 AM
To: Lynne Hair
Cc: Don Hughes; Danny McManus; David Pope
Subject: Proposed Subdivision - Stallings DO40

Lynne, thank you for the opportunity to comment. Below is the Union County Public Schools response:

This proposed 174 sfu subdivision, located near the intersection of Stevens Mill and Lawyers Roads, would be in the following school attendance areas for the 2015-2016 school year:

Fairview Elementary School
Piedmont Middle School
Piedmont High School

Both Fairview ES and Piedmont MS are expected to remain below watch levels for the near-term future. However, Piedmont High School is expected to exceed the watch level and approach the cap level as soon as the upcoming school year. Additional residential construction can accelerate the approach to a cap level and possibly force a capping situation. Prior to reaching a cap, high enrollments contribute to problems such as additional mobile classrooms, inadequate capacity for food service and restroom facilities, rationing of access to the media center, insufficient parking and queuing space for parents to safely deliver or pick up their children, and inadequate planning/meeting space for additional staff.

Thank you again. I hope this helps.

Don Ogram
Facilities Technician
Facilities Department

201 Venus St
Monroe, NC, 28112

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

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

Note: All email correspondence to and from this address is subject to public review under the NC Public Records Law. As a result all messages may be monitored by and disclosed to third parties.

In compliance with federal law, Union County Public Schools administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

From: Lynne Hair [<mailto:LHair@admin.stallingsnc.org>]
Sent: Wednesday, June 10, 2015 3:12 PM
To: don ogram; Don Hughes
Subject: Proposed Subdivisions - Stallings

Don:

Attached please find a copy of two single family developments that have been submitted to the Town for approval. One is a 174 lot single family development near the Stevens Mill/Lawyers Road intersection. The applicant, MI Homes, is requesting a conditional zoning on this property. The second is a 69 lot single development off of Stevens Mill Road across from the Fairhaven neighborhood. If you have any questions or comments please let me know.

Lynne Hair

Town of Stallings

Town Planner/Zoning Administrator

704-821-0315

lhair@admin.stallingsnc.org

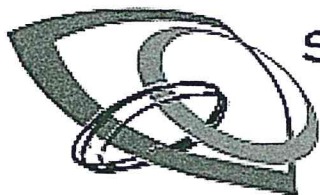


www.facebook.com/TownofStallings



<https://twitter.com/TownofStallings>

PRIVACY WARNING: For auditing purposes, a copy of this message has been saved in a permanent database.



SOUTHERN SOFTWARE, INC.
an employee-owned company

150 Perry Drive • Southern Pines, NC 28387

CONTRACT FOR FINANCIAL MANAGEMENT SYSTEM (FMS)

SEPTEMBER 9, 2015

TOWN OF STALLINGS, NC

CONTRACT

This contract (the "Contract") made and entered into this ____ day of _____, 2015 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Town of Stallings**, 315 Stallings Road, Stallings, NC 28106 (the "Buyer").

WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software licenses together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

- 1. DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell, and does hereby sell to the Buyer a non-exclusive, perpetual license, with installation, for the computer software more particularly described in Schedule 1 attached hereto and herein incorporated by reference
- 2. PURCHASE PRICE.** The purchase price of the computer software licenses, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.
- 3. INSTALLATION.** The commencement and completion date for the installation of the software licenses, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.
- 4. WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software licenses, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software licenses described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be the aggregate amount of fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified of any claim of liability. Seller, however, agrees to maintain general liability insurance with limits of not less than \$1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

5. **TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.
6. **SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)
7. **FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.
8. **CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.
9. **NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder for contract, cancellation of support services or other legal matters, shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller: Southern Software, Inc
 150 Perry Drive
 Southern Pines, NC 28387

If to Buyer: Town of Stallings
 Attn: Kevin Williams, Town Manager
 315 Stallings Rd.
 PO Box 4030
 Stallings, NC 28106

Project Management Contact:
 Kirk Medlin, Finance Officer
 Phone: (704) 821-0312
 Fax: (704) 821-6841
 E-mail: kmedlin@admin.stallingsnc.org

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

- 10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of North Carolina. In case any one or more of the provisions contained in this Contract shall be held to be unenforceable, such illegality shall not effect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.
- 11. THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.
- 12. LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the fees and charges actually collected and received by Seller for services provided in the twelve-(12)-month period immediately preceding the date on which Seller is notified of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.
- 13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software licenses.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: Jennifer Meggs
CEO

ATTEST:

John Roscoe
President

NORTH CAROLINA
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE**, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this 9 day of September, 2015.



Alice E Winchester
Notary Public

Alice E Winchester

My Commission Expires:

7-27-2018

TOWN OF STALLINGS

By: _____

Title: _____

NORTH CAROLINA
_____ COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____, on behalf of the town.

Notary Public

My Commission Expires: _____

SCHEDULE 1 DESCRIPTION OF GOODS AND SERVICES

- **Financial Management System (FMS)**

- Accounting System**

1

GENERAL LEDGER INCLUDES: Budget Processing, Bank Reconciliation, Unlimited Fiscal Periods Open Recurring Entries, Drill-Down Reports, Journal Entry Import, User-Defined

ACCOUNTS PAYABLE INCLUDES: Purchase Order Processing, Recurring Invoicing, 1099 Processing, Optional Field Setup for Vendors, Drill-Down Reports

- Payroll Processing**

1

Direct Deposit – ACH Standard, Leave Time Accrual and Tracking, Image and Document Attachment for Employee Records, W-2 Form Processing, Drill-Down Reports

- Payment Central**

1

Miscellaneous Revenue Payments, Centralized Payment Entry for Business License, Utility Billing, Tax Billing & Vehicle Decals, Receipt Printer Ready, Drill-Down Reports

- Fixed Assets**

1

Miscellaneous Revenue Payments, Centralized Payment Entry for Business License, Utility Billing, Tax Billing & Vehicle Decals, Receipt Printer Ready, Drill-Down Reports

- **Data Conversion**

1

NOTE: TO CONVERT DATA FROM ONE VENDOR TO ANOTHER HAS INHERENT LIMITATIONS. DATA FIELDS MAY NOT ALWAYS MATCH OR BE IN COMPATIBLE FORMATS. DATA MAY OR MAY NOT BE READABLE OR IN A FORMAT THAT CAN BE READ (I.E. COMPRESSED OR ENCRYPTED). IT IS OUR STANDARD PROCEDURE TO DELIVER A COMPLETE CONVERSION WHEN ATTEMPTING THIS TASK. WE WILL EXPLORE ALL WAYS IN ATTEMPTING THIS CONVERSION, HOWEVER WE CANNOT GUARANTEE A 100% CONVERSION. THE FOLLOWING INFORMATION WILL BE CONVERTED (IF APPLICABLE):

- General Ledger**

- Chart of Accounts
- Fiscal Periods - (Open Fiscal Years)
- Budget Figures and Amendments
- History by Fiscal Period

- Accounts Payable**

- Vendors and associated information including Notes.
- Purchase Orders History (If applicable)
- Invoices History
- Check History

- Payroll**

- Employees and associated information including Notes. (If provided in Spreadsheet)
- YTD Totals (If provided in Spreadsheet)
- Deductions (If provided in Spreadsheet)
- Earnings Codes/Additional Pay Types (If provided in Spreadsheet)

NOTE: DATA CONVERSION PROCESS WILL START ONCE A COPY OF THE DATA IS PROCURED ALONG WITH THE CORRESPONDING REPORTS THAT MATCH THE SET OF DATA. ALL WORK MUST BE POSTED AND ALL USERS MUST BE OUT OF THE SYSTEM AT THE TIME THE DATA IS RETRIEVED BY SOUTHERN SOFTWARE.

Note: At the time of Conversion In order to verify the integrity and the efficacy of the conversion process Southern Software requires the following:

1. Copy of data for modules being converted.
2. Copies of balancing reports, in conjunction with the data will need to be printed.

- **Project Management and Training** 1
 - Manage all aspects of project
 - Installation of Software
 - Training sessions for all applications
 - User training
 - Onsite management at go live

- **Support & Maintenance** 1 Year
 - FMS Support 8/5

**SCHEDULE 2
PURCHASE PRICE**

FINANCIAL MANAGEMENT SYSTEM (FMS)

ACCOUNTING SYSTEM	General Ledger and Accounts Payable	Qty
GENERAL LEDGER INCLUDES: Budget Processing, Bank Reconciliation, Unlimited Fiscal Periods Open Recurring Entries, Drill-Down Reports, Journal Entry Import, User-Defined Interface Options		1
ACCOUNTS PAYABLE INCLUDES: Purchase Order Processing, Recurring Invoicing, 1099 Processing, Optional Field Setup for Vendors, Drill-Down Reports		
PAYROLL PROCESSING		1
Direct Deposit – ACH Standard, Leave Time Accrual and Tracking, Image and Document Attachment for Employee Records, W-2 Form Processing, Drill-Down Reports		
FIXED ASSETS		1
Asset Item Tracking, Asset Item Depreciation, Asset Item Disposal		
PAYMENT CENTRAL		1
Miscellaneous Revenue Payments, Centralized Payment Entry for Business License, Utility Billing, Tax Billing & Vehicle Decals, Receipt Printer Ready, Drill-Down Reports		
Total Software:		\$35,000.00

DATA CONVERSION

CONVERSION	CONVERSION OF GENERAL LEDGER, ACCOUNTS PAYABLE AND PAYROLL. PLEASE SEE ADDITIONAL INFORMATION IN NOTES BELOW.	1
Total Conversion:		\$6,500.00

PROJECT MANAGEMENT

Project Management Fee	INSTALLATION, TRAINING AND A PROJECT MANAGER.	
Total Project Management:		\$8,780.00

YEARLY SUPPORT

FMS Support	FMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES PROGRAM UPDATES AS RELEASED.	1 YEAR
Total Support:		\$6,300.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)

\$56,580.00

NOTE: A LIMITED NUMBER OF FORMS ARE COMPATIBLE WITH SOUTHERN SOFTWARE FMS. THIS INCLUDES, BUT IS NOT LIMITED TO ACCOUNTS PAYABLE AND PAYROLL CHECKS AND UTILITY BILLING AND TAX BILLING BILL FORMS. NEW FORMS MAY NEED TO BE PURCHASED FROM SOUTHERN SOFTWARE FOR COMPATIBILITY.

NOTE: THE SOUTHERN SOFTWARE FMS PRODUCT WILL RUN ON THE FREE EXPRESS VERSION OF MICROSOFT SQL SERVER 2008. HOWEVER, THERE ARE SOME LIMITATION BUILT INTO THE MICROSOFT SQL 2008 EXPRESS THAT YOU MAY WANT TO CONSIDER. THE DIFFERENCES BETWEEN THE DIFFERENT VERSIONS INCLUDE, BUT ARE NOT LIMITED TO A 1 GB LIMITATION FOR ACCESSED MEMORY AND A 4 GB LIMITATION ON THE DATABASE SIZE. THE FULL COMPARISON OF THE DIFFERENT VERSIONS CAN BE VIEWED ON MICROSOFT'S WEB SITE AT <http://www.microsoft.com/sqlserver/2008/en/us/editions.aspx>. ALSO, YOU MAY WANT TO CONSIDER THE NUMBER OF USERS THAT WOULD BE USING THE FMS PRODUCT CONCURRENTLY. IF YOU HAVE MORE THAN 6 USERS ACCESSING THE PRODUCT AT ONCE THEN YOU MAY WANT TO CONSIDER THE FULL VERSION OF MICROSOFT SQL SERVER 2008

NOTE: DUE TO A CONSTANTLY CHANGING MARKET, SOUTHERN SOFTWARE'S SOFTWARE PROPOSALS WILL BE HONORED FOR A PERIOD OF SIXTY (60) DAYS AND HARDWARE PROPOSALS FOR A PERIOD OF THIRTY (30) DAYS. WE WILL BE GLAD TO RESUBMIT AT YOUR REQUEST.

NOTE: FMS INCLUDES THIRTY (30) DAYS OF FREE TELEPHONE SUPPORT AND REGULAR UPDATES TO INSURE YOUR TOWN A STATE OF THE ART PRODUCT.

NOTE: PROJECT MANAGEMENT FEES INCLUDE TRAINING, INSTALLATION AND PROJECT MANAGEMENT.

NOTE: SOUTHERN SOFTWARE WILL INSTALL ITS SOFTWARE PRODUCTS ONLY ON COMPUTER CONFIGURATIONS COMPATIBLE WITH THESE PRODUCTS. HARDWARE SPECIFICATIONS ARE AVAILABLE UPON REQUEST.

NOTE: TO CONVERT DATA FROM ONE VENDOR TO ANOTHER HAS INHERENT LIMITATIONS. DATA FIELDS MAY NOT ALWAYS MATCH OR BE IN COMPATIBLE FORMATS. DATA MAY OR MAY NOT BE READABLE OR IN A FORMAT THAT CAN BE READ (I.E. COMPRESSED OR ENCRYPTED). IT IS OUR STANDARD PROCEDURE TO DELIVER A COMPLETE CONVERSION WHEN ATTEMPTING THIS TASK. WE WILL EXPLORE ALL WAYS IN ATTEMPTING THIS CONVERSION, HOWEVER WE CANNOT GUARANTEE A 100% CONVERSION. THE FOLLOWING INFORMATION WILL BE CONVERTED (IF APPLICABLE):

- | | |
|-------------------------|--|
| General Ledger | <ul style="list-style-type: none">· Chart of Accounts· Fiscal Periods (Open Fiscal Years ONLY)· Budget Figures and Amendments· History by Fiscal Period |
| Accounts Payable | <ul style="list-style-type: none">· Vendors and associated information including Notes.· Purchase Orders History (If applicable)· Invoices History· Check History |
| Payroll | <ul style="list-style-type: none">· Employees and associated information including Notes.· YTD Totals (If provided in Spreadsheet)· Deductions (If provided in Spreadsheet)· Earnings Codes/Additional Pay Types (If provided in Spreadsheet) |

NOTE: DATA CONVERSION PROCESS WILL START ONCE A COPY OF THE DATA IS PROCURED ALONG WITH THE CORRESPONDING REPORTS THAT MATCH THE SET OF DATA. ALL WORK MUST BE POSTED AND ALL USERS MUST BE OUT OF THE SYSTEM AT THE TIME THE DATA IS RETRIEVED BY SOUTHERN SOFTWARE.

Note: At the time of Conversion In order to verify the integrity and the efficacy of the conversion process Southern Software requires the following:

1. Copy of data for modules being converted.
2. Copies of balancing reports, in conjunction with the data will need to be printed.

SCHEDULE 3
SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS

- Installation to commence on or about when both parties mutually agree. The kickoff meeting will take place no later than 30 days from date of receipt of initial payment. The installation date will be discussed at this meeting. Installation will commence no later than 60 days from date of receipt of initial payment, unless buyer agrees in writing to a later date.
- Pre-Installation responsibilities are as follows:

Seller Responsibilities:

1. Load, configure and test all products on the appropriate machines
2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products
3. Provide qualified training personnel for applicable software

SCHEDULE 4 WARRANTIES

Seller warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Seller warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance or the date the system is put into operation. Seller only warrants the product written by Seller.

Platforms on which FMS and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Seller does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if Buyer alters or misuses product in any way or in any way modifies the original software provided. Buyer understands and acknowledges that the FMS associated products are mission critical, networked systems and are to be operated on exclusive network without any other Buyer installed applications. Any malfunction caused by Buyer-loaded applications within this network shall be the responsibility of the Buyer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Seller by Buyer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

SCHEDULE 5 TRAINING SESSIONS

Dates for training to be determined.

- For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

* Seller may supply training computers if necessary. Please inquire with Project Manager.

SCHEDULE 6 PAYMENT SCHEDULE

- 30% OF SOFTWARE PLUS 100% MANAGEMENT PLUS 100% CONVERSION COST (\$6,500.00) DUE UPON SIGNING OF CONTRACT = \$ 25,780.00 (NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED)
- 60% OF SOFTWARE DUE UPON COMPLETION OF INSTALLATION = \$ 21,000.00
- FINAL 10% OF SOFTWARE DUE UPON COMPLETION OF TRAINING (but not to exceed 60 days from initial install date)= \$ 9,800.00

**SCHEDULE 7
COMMENCEMENT OF SUPPORT**

- Support period will begin after the completion of training.
- The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period.
- Copies of Support Agreements are attached.
The second year of support will remain the same as the first and the annual increase for year 3 and after will not exceed an average of 2%. Support is subject to increase if additional software is purchased.
- Support renewal can be canceled with written notification.

SUPPORT FEES

1	FMS ANNUAL SUPPORT - 8 HR/5 DAY	\$6,300.00
Year		
	TOTAL PRICE	\$6,300.00

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
FINANCIAL MANAGEMENT SYSTEM (FMS)
8:30 a.m., EST to 5:00 p.m., EST**

FMS. This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **FMS** from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge an hourly fee of \$250 per hour not to exceed \$1,850 per day for virus recovery assistance.**

Items not covered under this annual support agreement -

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

Benefits

- The Software Support Agreement only covers software developed by Southern Software and pcAnywhere™.
- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support. The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

This Annual Software Support Agreement provides coverage beginning thirty days after the “go live” date. Support coverage is free during the first thirty days beginning on the “go live” date.

First Year Annual Support for FMS \$6,300.00 (INCLUDED IN THIS CONTRACT)

By signing this document you are confirming that you have read and understand the terms and conditions of this annual support agreement.

 TOWN OF STALLINGS, NC
Name of Department

Ordinance Prohibiting Parking on Sidewalks

WHEREAS, pursuant to North Carolina General Statute §160A-296, the Town of Stallings, North Carolina, has the power to regulate the use of the public streets, sidewalks, alleys, and bridges; and

WHEREAS, NCGS §160A-301 gives the Town of Stallings the power to regulate, restrict, and prohibit the parking of vehicles on the public streets, alleys and bridges within the city; and

WHEREAS, the Town Council of the Town of Stallings, North Carolina, desires to create an ordinance prohibiting parking on sidewalks;

NOW THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Stallings, North Carolina, that there shall be no parking of motor vehicles on the sidewalks in the Town of Stallings. Penalty, see Section 70.99.

ADOPTED this the 28th day of September, 2015.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

Proclamation Recognizing 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, 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 three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of \$3.5 billion in lost work time, increased healthcare costs, higher turnover, and lower productivity; and

Whereas, according to the North Carolina Coalition Against Domestic Violence, there have been 801 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 116,052 crisis calls and provided services to over 55,000 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, the Town of Stallings 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;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Wyatt Dunn, Mayor of the Town of Stallings, do hereby proclaim October 2015 as **Domestic Violence Awareness Month** 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 the Town of Stallings each year and to become part of the efforts to stop violence in families.

Adopted this the 28th day of September, 2015.

Attest:

Wyatt Dunn, Mayor of Stallings

Erinn E. Nichols, Stallings Town Clerk