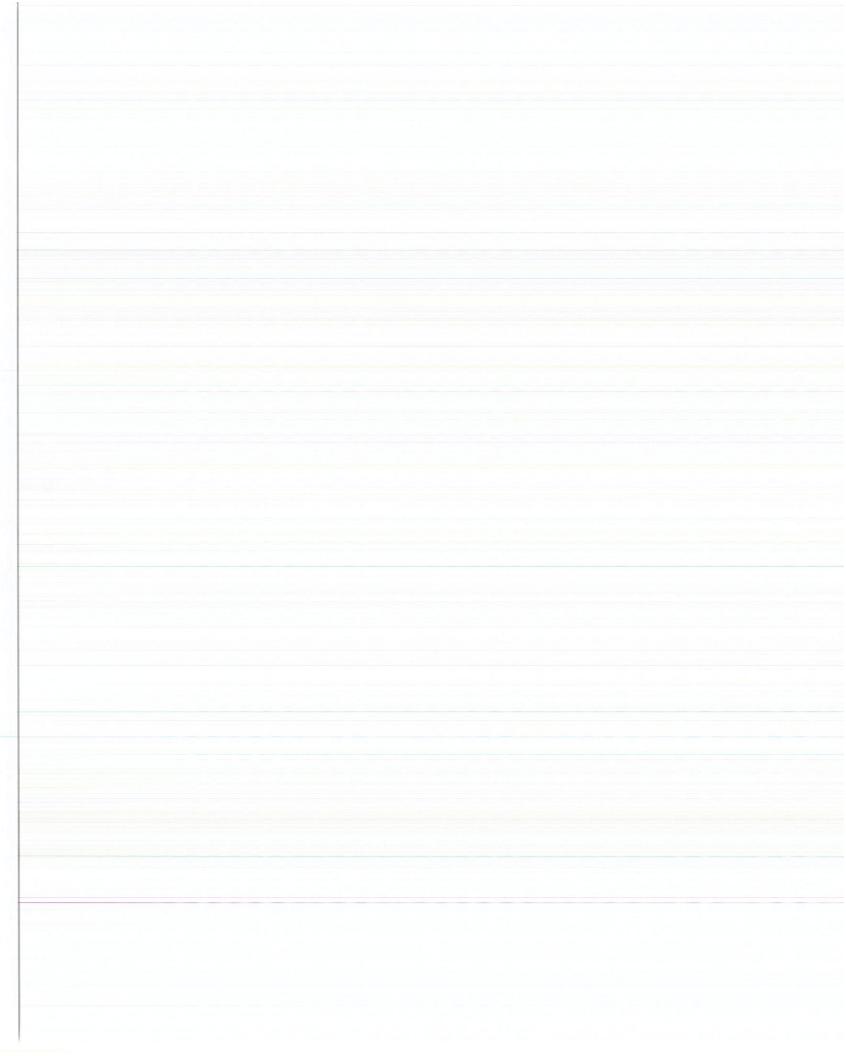


May 13, 2019 Stallings Town Hall 315 Stallings Road Stallings, NC 28104 704-821-8557 www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda Approval A. Basketball Goal Code of Ordinance Amendment B. Resolution Approving the Updated NC Records and Retention Schedule	Wyatt Dunn, Mayor	Approve Consent Agenda (All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.) Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent
2.	7:17 p.m.	Reports	Council and Staff	Agenda with the following changes: NA
		A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments		
3.	7:40 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. (ADD, IF APPLICABLE: with changes as described by Mayor Dunn) Motion: I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes:
4.	7:45 p.m.	CZ19.03.01 – Arant/Northeast Tool A. Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Lynne Hair, Town Planner	Approve/Deny conditional zoning Motion: I make the motion to approve/deny CZ19.03.01.



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5.	8:15 p.m.	Annexation 51 – Funderburk	Erinn Nichols,	Approve/Deny annexation.
		A. Open Public Hearing	Deputy Town	
		B. Information from Staff	Manager	Motion: I make the motion to
		C. Close Public Hearing		approve/deny Annexation 51.
		D. Council Vote		
6.	8:20 p.m.	Idlewild Mixed Use Project Development	Lynne Hair,	Approve/Deny development
		Agreement	Town Planner	agreement.
		A. Open Public Hearing		
		B. Information from Staff		Motion: I make the motion to
		C. Close Public Hearing		approve/deny Idlewild Mixed Use Project Development Agreement.
		D. Council Vote		Froject Development Agreement.
7.	8:50 p.m.	Amended Budget Ordinances	Marsha Gross,	Approve budget ordinances.
		A. ABO 5 – Sidewalks	Finance Officer	
		B. ABO 6 – 329 Stallings Road Purchase		Motion: I make the motion to
		C. ABO Capital Project – New Facilities		approve (<u>insert Amended Budget</u>
		Capital Project Fund (HVAC		Ordinance).
		Automation)		
8.	9:00 p.m.	Police Radios	Minor Plyler,	Approve/Deny police radios.
			Interim Police	
i			Chief	Motion: I make the motion to
				approve/deny the purchase of new
^	0.10	Franksia Cafata Rausa (Manutia)	A1 CII	police radios.
9.	9:10 p.m.	Employee Safety Bonus (Martin)	Alex Sewell,	Discussion and Possible
			Town Manager	Action.
10.	9:20 p.m.	ETJ Legal Research Request (Martin)	John Martin,	Discussion.
			Council Member	
11.	9:35 p.m.	Closed Session Pursuant to NCGS143-	Wyatt Dunn,	
		318.11(a)(3) and (6)	Town Manager	
12.	9:55 p.m.	Adjournment		
			•	·

Agenda Item # 1.A.



Ordinance Amending Code of Ordinances, Title IX *General*Regulations, Chapter 94 Streets and Sidewalks, Section 94.01 Certain Activities in Streets Prohibited

WHEREAS, the Stallings Town Council encourages activities which foster community; and

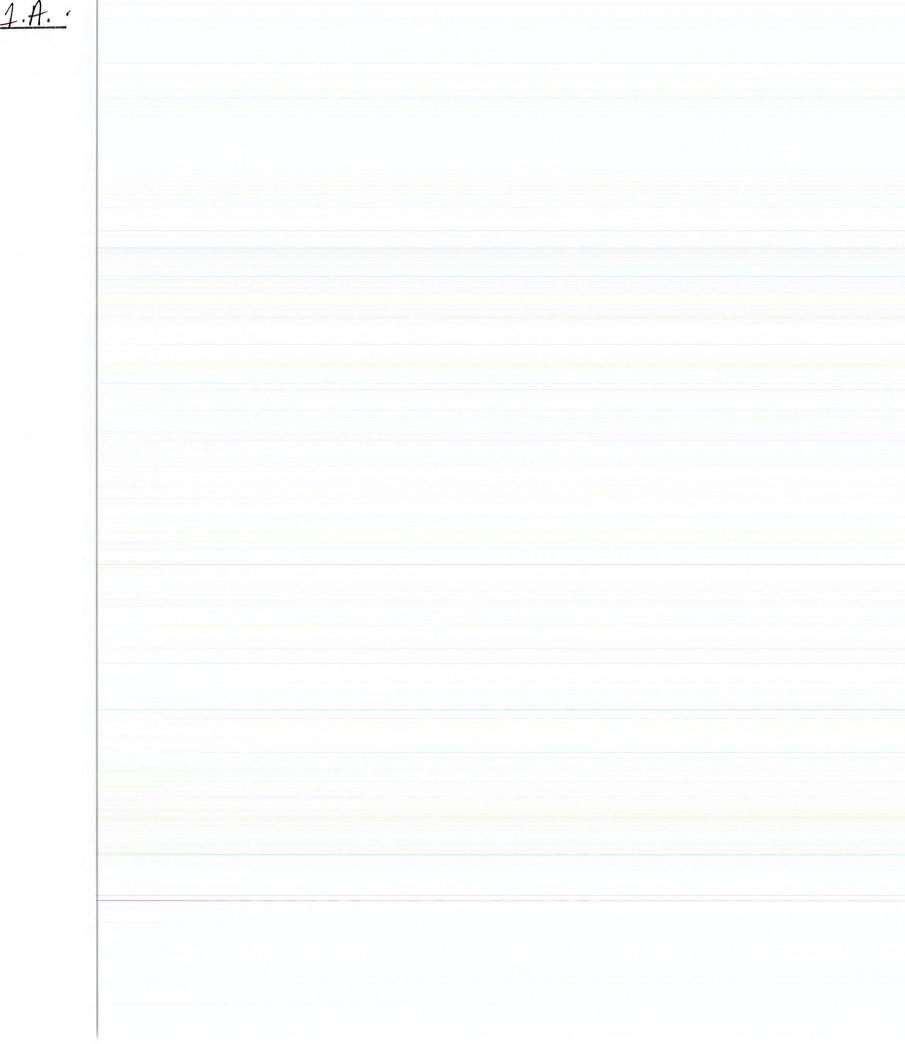
WHEREAS, the Stallings Council wished to allowed basketball goals in certain circumstances in neighbors in order to encourage community relationships;

NOW, THEREFORE, BE IT ORDAINED that the Town Council of the Town of Stallings, North Carolina amend the Code of Ordinances, Title IX, Chapter 94, Section 94.01 to the following:

94.01 CERTAIN ACTIVITIES IN STREETS PROHIBITED.

- (A) It shall be unlawful for any person to put, keep or maintain any basketball goal, football goal, soccer goal, baseball or softball bag or diamond, or any other similar team sports equipment on or over any public street, sidewalk or street right-of-way within the corporate limits of the town.
- (B) Basketball goals are allowed on residential streets in accordance with following conditions:
 - (1) Goals must be removeable and not a permanent structure.
 - (2) Goal base structure must be placed off the road and clear of utility boxes, light poles, sidewalks, or any other permanent structure.
 - (3) The speed limit on the road where the Goal is located must be 25 mph or lower.
 - (4) Goal must be in clear sight with no obstructions preventing drivers from identifying the goal from a safe distance away.
 - (5) If at any time, the Stallings Police Department or Stallings Code Enforcement Officer view the goal to be a health and safety risk or a nuisance to the community for any reason, the Goal must be removed.
- (C) In addition to criminal penalties, violators of this section may be subject to a civil penalty. Unless otherwise provided, civil penalties shall be in the following amounts:
 - (1) First citation: warning;
 - (2) Second citation for same or similar violation: \$100; and
 - (3) Third and subsequent citation for same or similar violation: \$500.

(Ord. passed 8-7-2000; Am. Ord. passed 2-9-2009; Am. Ord. passed 05-13-19) Penalty, see § 10.99



Adopted this the 13 th day of May, 2019.	
	Wyatt Dunn, Mayor
Attest:	
Erinn E. Nichols, Town Clerk	
Approved as to form:	
Cox Law Firm, PLLC	

Dunn, Mayor				
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Agenda Item # 1.B.



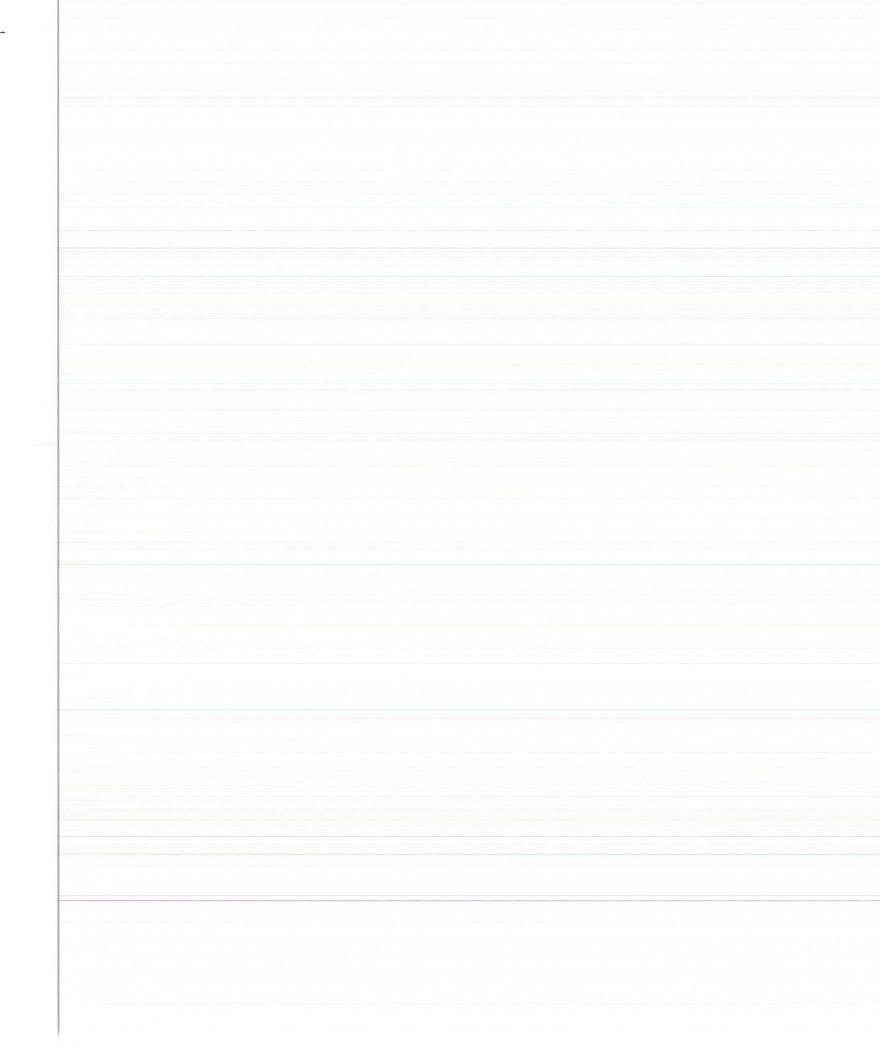
RESOLUTION ADOPTING THE MUNICIPAL RECORDS RETENTION AND DISPOSITION SCHEDULE

The Records Retention and Disposition Schedule governing the records series listed herein are hereby approved: General Records Schedule for Local Government Agencies – Issued April 17, 2019.

In accordance with the provision of Chapters 121 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated by the Department of State Archives of North Carolina.

Approved this 13" day of May 2019.	
Wyatt Dunn, Mayor	
SEAL	
	Erinn E. Nichols, Town Clerk
Approved as to form:	
Cox Law Firm, PLLC	





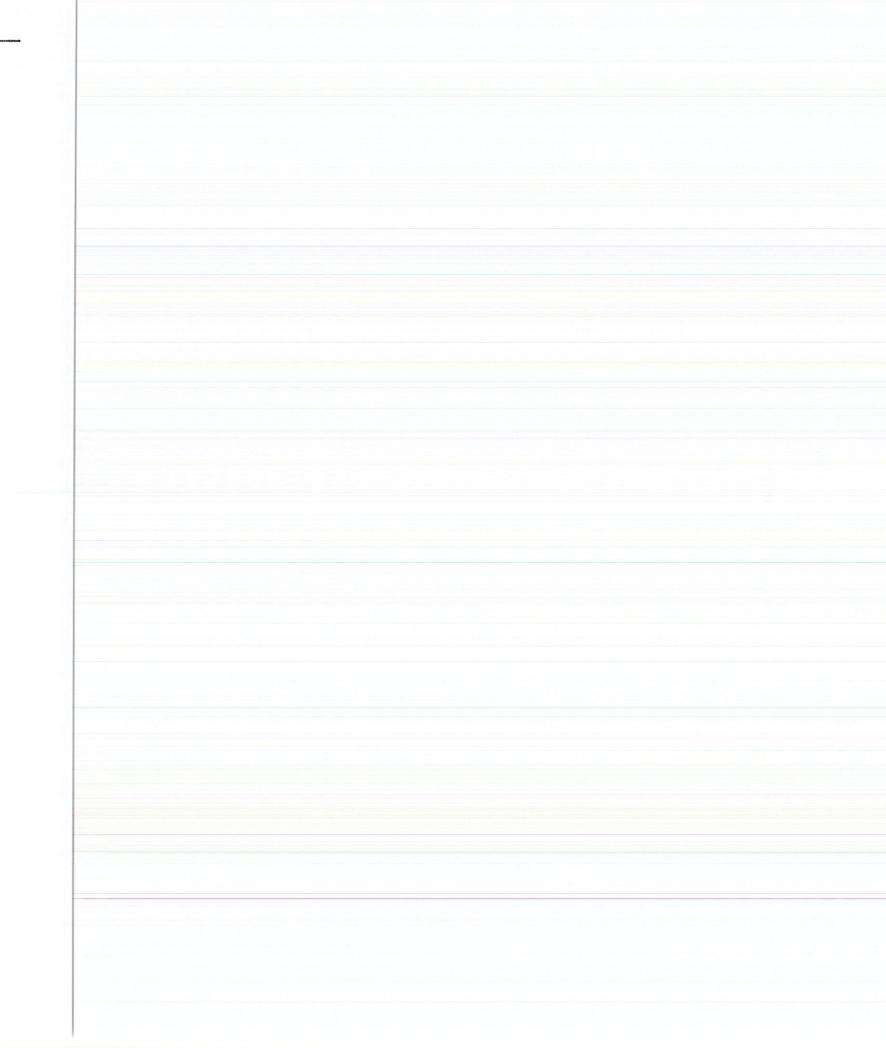
Zoning Staff Report

Case: CZ19.03.01				
Reference Name	Rusty Arant – Northeast Tool			
Request	Proposed Zoning	CZ-	-IND	
	Proposed Use	Exp	oansion of Manufac	cturing Facility
	Number of	One	e(1) Existing, Two	(2) new buildings proposed
fi fi	Buildings			
Existing Site	Existing Zoning MU		J-2	
Characteristics	Existing Use Ma		nufacturing	
Part of the second	10000000		10.36	
Applicant	Rusty Arant			
Property Owner(s)	Larry and Ruth Ara	ant		
Submittal Date	March 13, 2019			
Location	15200 Idlewild Ro	ad		
Tax ID(s) #	K7075014, M7075	014		
Plan Consistency	Land Use Plan		Expansion of Manufacturing Facilities	
	Designation		, man	
Recommendation	tion Planning Board			
0	Town Council			

Request:

Northeast Tool has submitted a conditional zoning application that will allow the following property to be rezoned from MU-2 (mixed use) to CZ-IND (conditional zoning - Industrial): PID# 07075014, 15200 Idlewild Road.

The applicant's intent is to expand his manufacturing facilities from one (1) existing building to three (3) buildings in total.

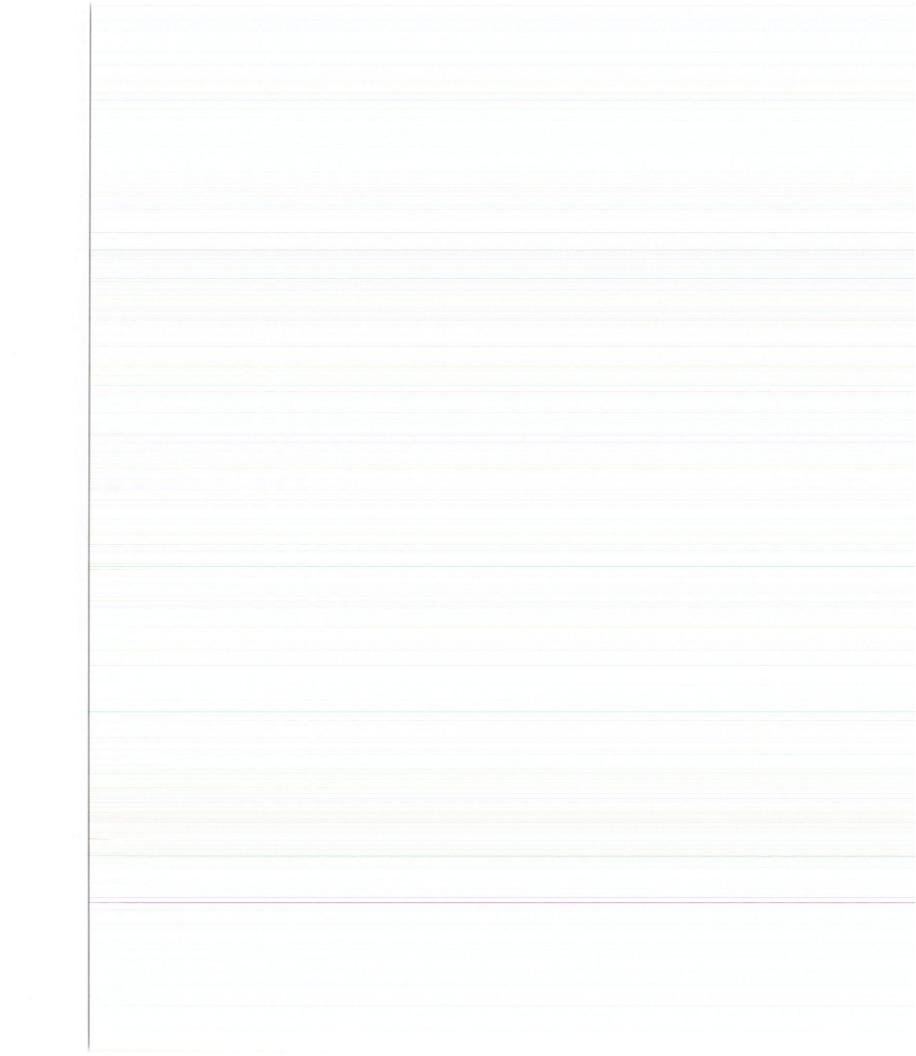


The property was zoned R-20 for many years and was recently rezoned MU-2 as a part of the adoption of the Idlewild Corridor Small Area Plan. The property has been used for industrial purposes and considered legally non-conforming for many years. Industrial use is not a permitted use in the MU-2 district and the plan to expand on the site has triggered the need for a rezoning.

Property Location/ Existing Conditions:



The subject property is located on Idlewild Road northwest of Stevens Mill Road and southeast of I-485 an is outside of the Town limits. The property is located within the Town's ETJ, meaning that it is within the towns zoning jurisdiction and must comply with all town land use ordinances. The parcel abuts residences in the Vickery subdivision, which is zoned SFR-1.



North	MU-2/Mixed Use	Town of Stallings	Multiple large undeveloped parcels (proposed for development of a mixed-use apartment/townhome project)
South	SFR1/Residential Low Density	Town of Stallings	A single-family subdivision (Vickery). Minimum lot size 20,000 sq. feet.
East	MU-2/Mixed Use	Town of Stallings	Sizable mixed use parcels with existing residences
West	MU-2/Mixed Use	Town of Stallings	Shopping center with Harris-Teeter, Moochie's Tavern, Anytime Fitness, etc.

Future Land Use Designation

The Stallings Comprehensive Land Use Plan has identified the future land use of the subject properties as *Walkable Neighborhood*. A walkable neighborhood offers residents the ability to live, play, and often shop and work in one connected community. These neighborhoods include a mixture of housing types and residential densities integrated with goods and services. Goods and services can be within or adjacent to the neighborhood, but connectivity is the key. The design and scale of the development encourages active living through a comprehensive and interconnected network of walkable streets. Walkable neighborhoods support multiple modes of transportation.

Small Area Plan Compliance

The subject property is located within the Idlewild Corridor Small Area Plan. Land uses identified for the property are Multi Family and commercial, assuming the future redevelopment of the property.

Community Meeting

A requirement of the Conditional Zoning process is 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. Northeast Tool held the required community meeting on March 27, 2019 at 6:00 pm. A copy of the required community meeting report is attached.

At this meeting several members of the community were present to speak concerning the proposal. These concerns were related to buffering and screening, noise suppression, dust control, stormwater impact, and impact on neighboring property values.

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ZONING REQUIREMENTS/SITE PLAN ANALYSIS

Requested Zoning:

CZ-IND. The Industrial District is established to provide locations for industrial uses that, due to the scale of the buildings and/or the nature of the use, cannot be integrated into the community. Uses within the Industrial District are buffered from adjacent uses. The dominant uses in this district are manufacturing and warehouse storage. Small scale manufacturing and storage that is compatible with less intensive uses can and should be located in other non-residential or mixed use districts. The Industrial District is reserved for uses which require very large buildings and/or large parking and loading facilities. The requested conditional zoning will allow the business to become a conforming use, allowing expansion of facilities.

Proposed Development Standards				
Number of Two(2) new buildings, Three(3)				
Buildings	buildings total			
Lot Area	10.36 acres			
Front Yard	20'			
Setback				
Rear Yard Setback	48'			
Side Yard Setback	128'; 208'			
Open Space 0.78 acres / 7.5%				

Building Type

Buildings will comply with Highway Lot Type Standards per Section 9.8-2 of the Town of Stallings UDO.

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

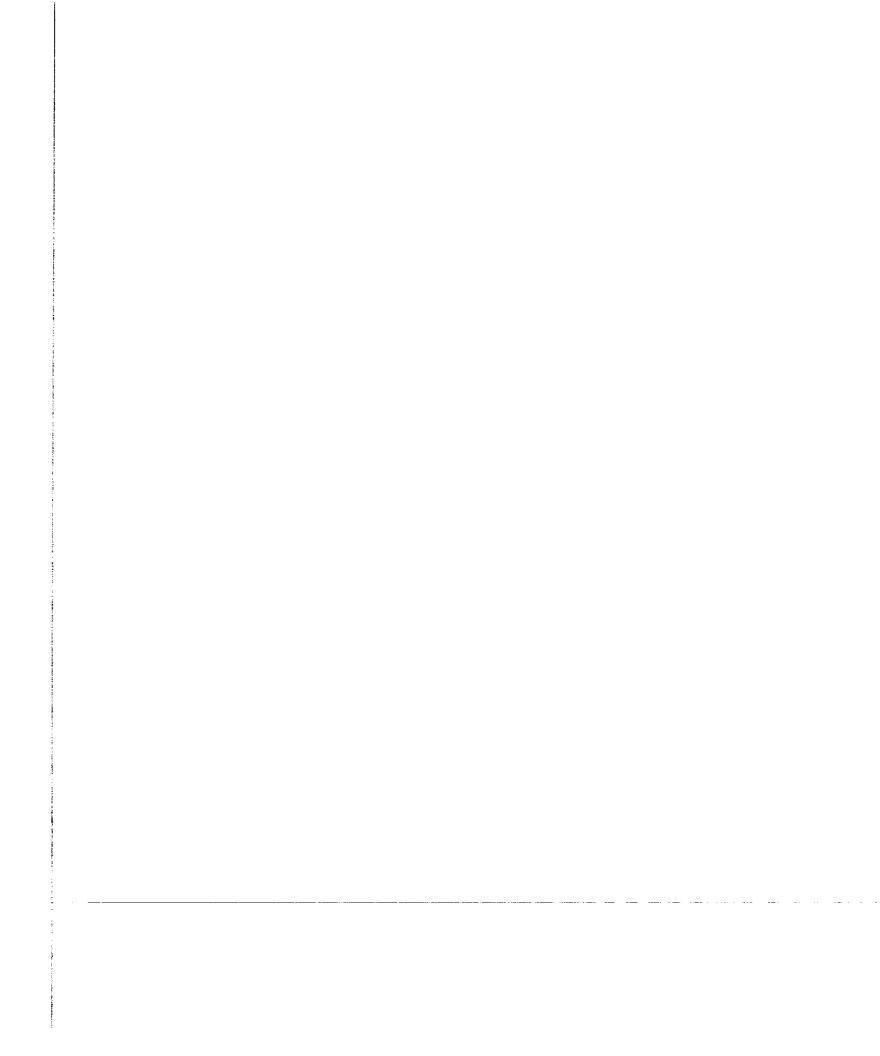
Article 21 of the Stallings DO require 7.5% open space for the proposed project. When applied to the subject site; a minimum of 0.78 acres would need to be set aside as open space.

Street Trees/Project Boundary Buffers/Tree Save Requirements

Street trees are required along all street frontages for all new developments. One large maturing tree required for every 80 linear feet of street frontage

The applicant will be required to construct a "Type A" buffer to separate all adjacent uses. A type a buffer shall be an average of 40' wide with a 90% opacity.

The Stallings UDO Article 11.8-3 requires a tree conservation area of 6% with requirements that encourage saving trees that are 4" DBH or greater and located in buffer yards. The required 6% equates to 0.62 acres of the subject property.



STAFF RECOMMENDATION

PROS:

- Increase the mixed-use character of the area.
- Job creation
- If annexed, will provide tax dollars to Town
- Clean industry

CONS:

- Does not comply with CLUP or SAP
- Limits redevelopment potential of property

PLANNING BOARD RECOMMENDATION

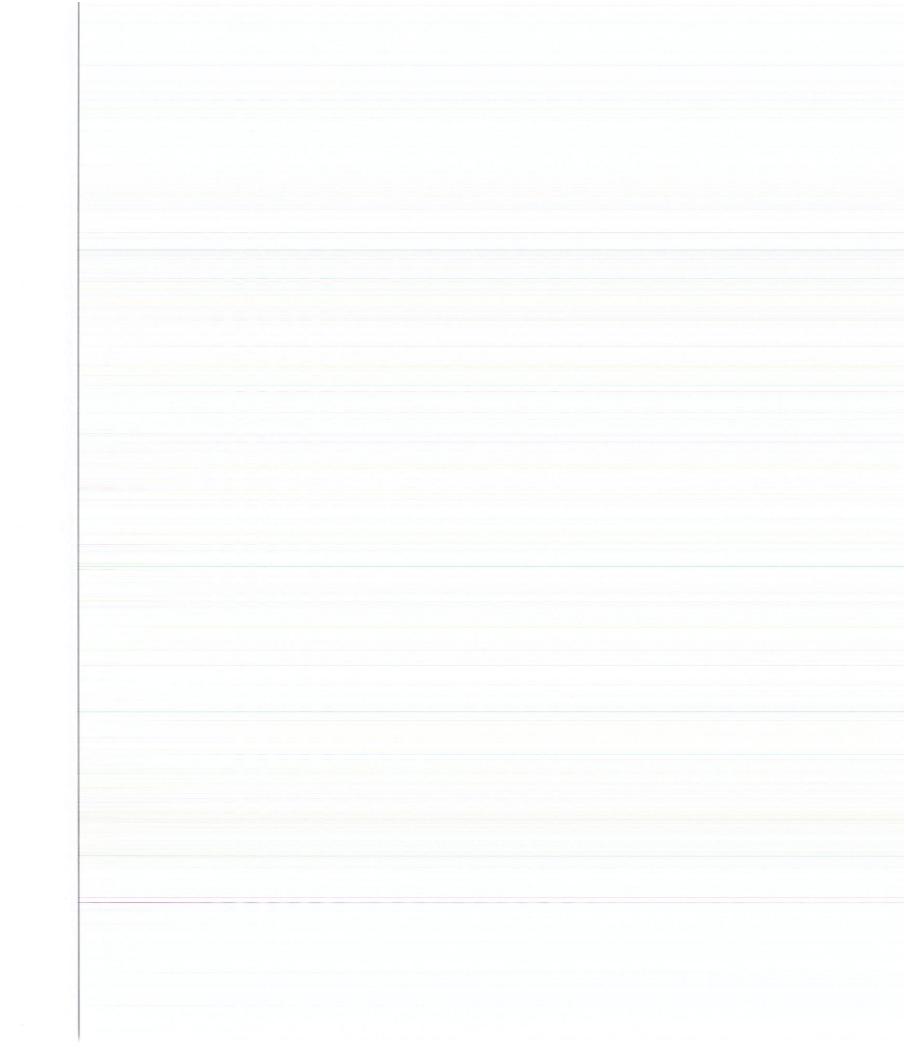
The Planning Board heard this item at their April 16, 2019 meeting. Issues raised where the potential impact to adjoining property owners and consistency with the Small Area Plan. After discussion the Board voted to recommend approval of the request based on the potential tax base the business will bring to the town once annexed.

The recommended approval included the staff recommended conditions. After the meeting the Town Attorney reviewed and made suggestions that were added and included below. The applicant also presented building elevations and requested architectural requirements be included in the conditions list that are specific to their proposed building.

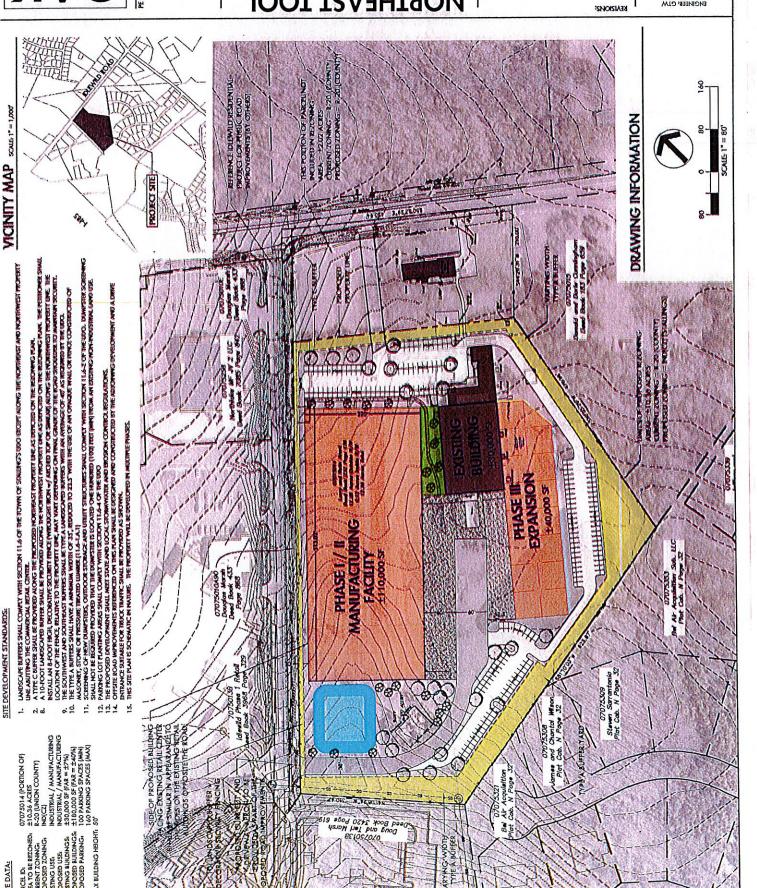
If approval is considered by the Board, Staff would recommend the following conditions:

- 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.
- 2. Development of the property will be limited to two buildings; 1) Phase I/II no greater than 110,000 square feet; 2) Phase III no greater than 40,000 square feet. Total building square footage on the site will not exceed 180,000.
- 3. Property shall be annexed into Town Limits prior to issuance of a grading permit for phase 1.
- 4. The 2.02-acre residential portion of the parcel be subdivided from the Industrial portion of the site.

- 5. Buffers will be provided along the sites southern, southeastern, and western property lines where adjacent to parcels #07075321, 07075308, 07075309, 07075353, 07075015 and 07075013B at an average of 40' and will comply with all standards established by Stallings Development Ordinance Article 11.
- 6. A vegetated berm six (6) feet in height shall be constructed in the 40' buffer zone adjacent to the following parcels: 07075013B, 07075321, 07075308, 07075353, and 07075015. The berm shall be constructed within three (3) six (6) months of issuance of grading permit.
- 7. A temporary construction easement necessary to widen the signalized entry road at Idlewild Market will be donated to the Town within 30 days of rezoning approval. Width of said easement will be a minimum of 10'.
- 8. Lighting from buildings will be designed to have minimal impact on adjacent residences. A lighting plan will be submitted as a part of the preliminary plan review process and reviewed for compliance.
- 9. Architecture to be approved by Development Administrator and Planning Board. Buildings will be of permanent materials not vinyl siding or EIFS/Dryvit. Entry facades facing Idlewild (shaded green) will be a mix of concrete and glass. Buildings facing neighboring property (shaded yellow) will be of concrete and metal. These facades will modulate at a minimum of 50 feet with either change or depth or change or material articulation. The North façade facing the retail will have accents within the modulation that mimic windows, using a change of material, paint schemes and/or reveals.
- 10. An 8' high, decorative security (wrought iron with arched top) fence will be located along the northwest property line. Location of this fence, relative to the property line may vary depending on final grade of the road shoulder. Fencing to be located along the property's western property line, where adjacent to the signalized road at the Idlewild Market entrance, will be decorative and landscaped to provide an attractive view from the street and on-street greenway trail.
- 11. A curb cut and driveway apron will be provided from the signalized entry road at the location shown on the submitted site plan by the developer of the mixed-residential development to the northwest of the site for future development by the applicant/owner only when the requested temporary construction easement is granted to the Town for the necessary road improvements. It will be the applicant's responsibility to construct the site drive onto their property.
- 12. Dumpsters will be located at a minimum, 100' from any property line adjoining residential property. All dumpster screening requirements established in the Stallings Development Ordinance will be met.



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15200 IDLEWILD ROAD

MATTHEWS, NORTH CAROLINA 28104 **NORTHEAST TOOL**

REZONING PLAN

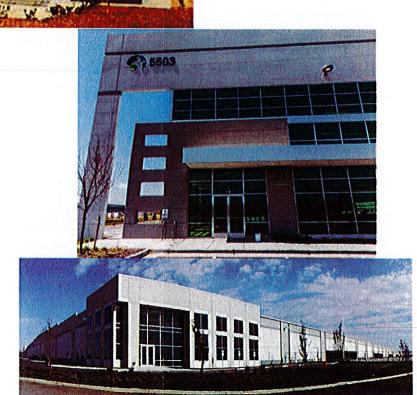
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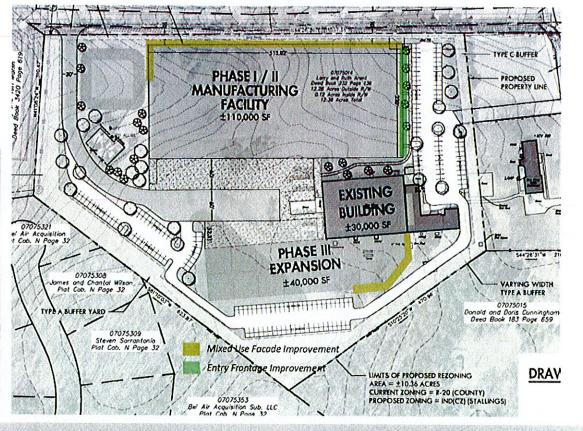
























Stallings

D A I I 7019

315 Stallings Road • Stallings, North Carolina 28104

104 By UC#041818

Zoning Map Amendment/Rezoning Application

	<i>i</i>
Date Filed: 3/13/19 M Hearing Date: 3/27/19 Planning Board Date: 4/16/19	

Town Council/Final Decision Date: 5/13/19

Zoning Map Amendment - Conventional	
Less than 2 acres	\$150.00
2-10 acres	\$300.00
Greater than 10 acres	\$900.00
Zoning Map Amendment - Conditional Zoning	,
Less than 2 acres	\$300.00
2-10 acres	\$600.00
Greaterathan 10 acres	3\$1200.00
Conditional Use Permit Request	\$300.00
Zoning Text Amendment - UDO	\$500.00

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

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

Current Zoning (Circle One)	SFR-1 SFR-2 SFR-3 MU-1 CIV C-74 CP-485 VSR IND	MU-2	MFT	AG	тс
Proposed Zoning (Circle One)	SFR-1 SFR-2 SFR-3 MU-1 CIV C-74 CP-485 VSR (IND)	MU - 2	MFT	AG	TC
Conditional District Zoning?					· · · · · · · · · · · · · · · · · · ·

Physical Property Address:			•	
15200 Idlewild Road	•	• • • •		
Description of Rezoňing:	1	•		ř
Request rezone from County zoning R-20 the expansion of an existing industrial/ma			CZ-IND to su	upport

Tax Parcel Number(s) (PIF imber): 07075014	Total Acreage: 12.38 (Total) Request rezoning of 10.36 acres
Property Owner(s): Larry and Ruth Arant	
OWNER'S FACILIES ST	1
PO Box 98	
Indian Trail State NC	28079
ContactPhone Number 704-519-9709	Property Owner Email Address RARANT@NETOOLNC.COM
Applicant Name if different than owner,	Applicant's Additess:
RUSTY ARANT - NORTHEAST TOOL	PO Box 55 Indian Trail, NC 28079
Applicant Email Address RARANT@NETOOLNC.COM	Applicants Phone Number, 704-882-1187

MAP REQUIREMENTS

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

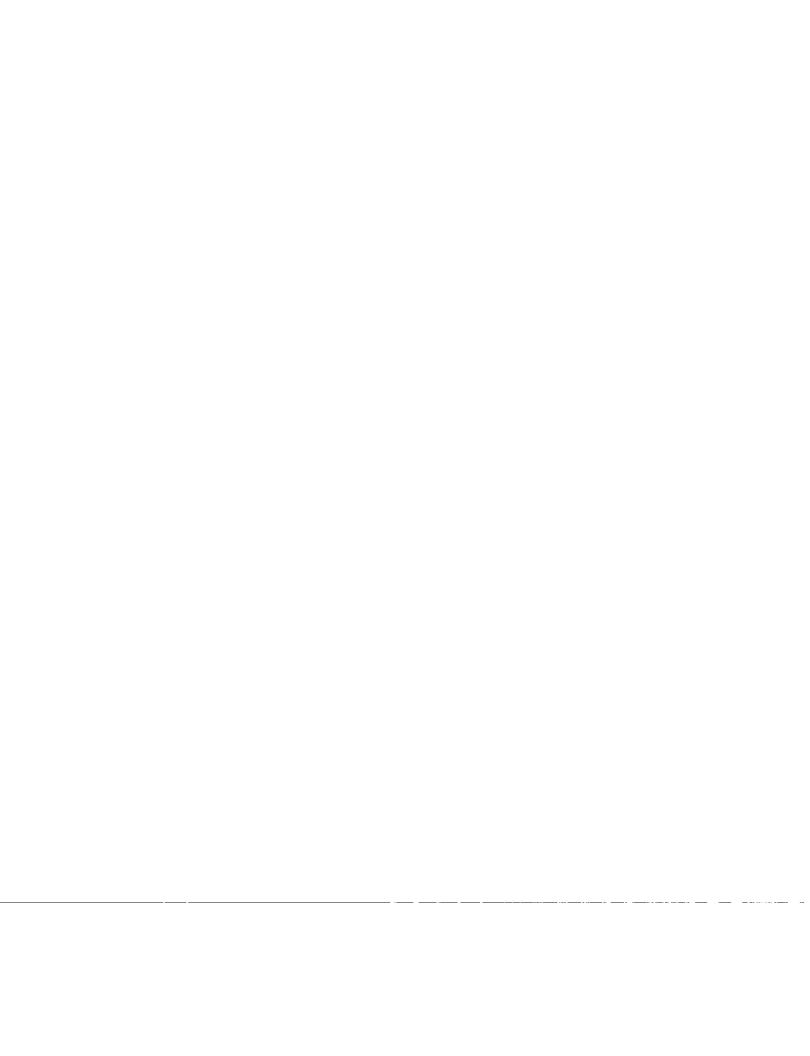
- The subject property plus such property as to show the location of the subject property with reference to the nearest street intersection, railroad, stream or other feature identifiable on the ground.
- All properties which abut the property.
- If the property is in a subdivision of record, a map of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

MAP AMENDMENT REQUIRMENTS

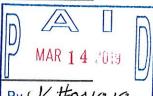
If a straight rezoning (not a CD) is requested, then please leave the space below blank.

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

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







315 Stallings Road • Stallings, North Carolina 28104

By UK#041818

Zoning Map Amendment/Rezoning Application

Application # (Staff): <u>(719.03.61</u>

Date Filed: 3/13/19

CM Hearing Date: 3/27/19

Planning Board Date: 4/16/19

Town Council/Final Decision Date: 5/13/19

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

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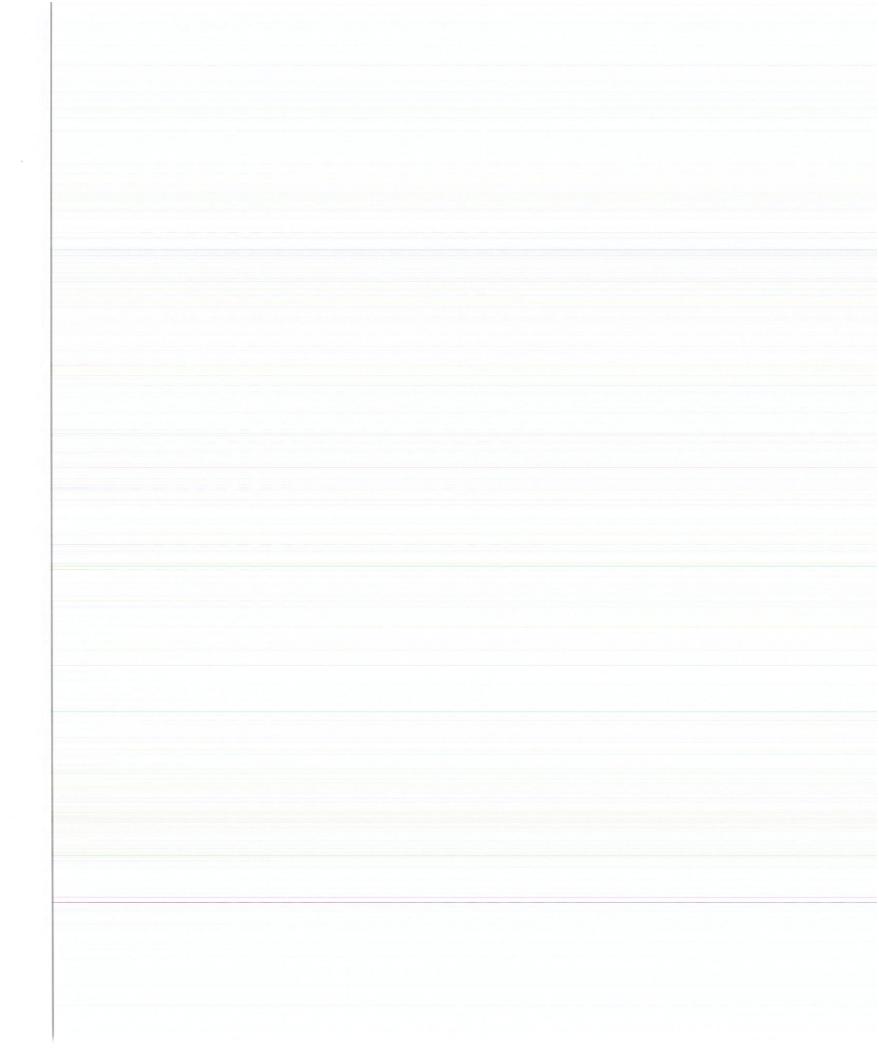
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Proposed Zoning (Circle One)	SFR - 1	MU - 2	MFT	AG	тс
Conditional District Zoning?	Yes No				=

Physical Property Address: 15200 Idlewild Road

Description of Rezoning:

Request rezone from County zoning R-20 to Town of Stallings zoning CZ-IND to support the expansion of an existing industrial/manufacturing facility



Tax Parcel Number(s) (07075014	Number):	Total Acreage: (12.38 (Total) Request rezoning of 10.36 acres	
Property Owner(s): Larry and Ruth Arant			
Owner's Address:			
PO Box 98			
City: Indian Trail	State: NC	Zip: 28079	
Contact Phone Number	704-519-9709	Property Owner Email Address: RARANT@NETOOLNC.COM	
Applicant Name if different than owner:		Applicant's Address:	
RUSTY ARANT - NORTHEAST TOOL		PO Box 55 Indian Trail, NC 28079	
Applicant Email Address: RARANT@NETOOLNC.COM		Applicant's Phone Numbers 704-882-1187	

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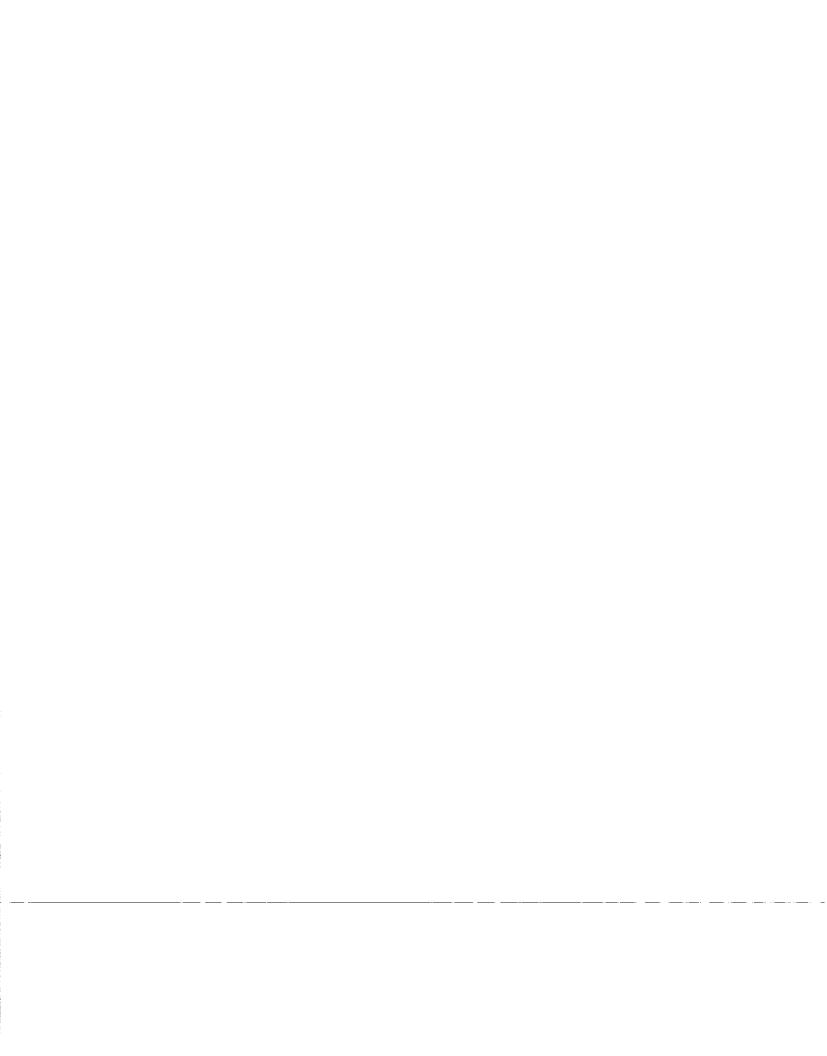
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shall be mailed by first class mail at least 10 days but not more than 25 days prior to the
date of the public hearing.





315 Stallings Road, Matthews, NC

28104

Phone: 704-821-8557 Fax: 704-821-6841 www.stallingsnc.org

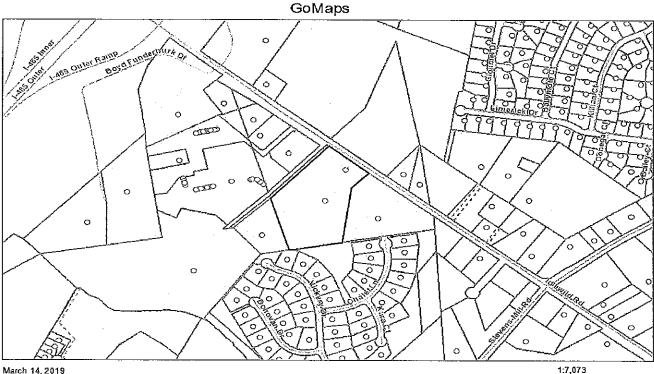
NOTICE COMMUNITY INFORMATION MEETING

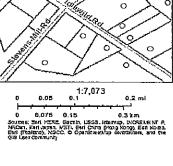
Northeast Tool has submitted a conditional zoning application to the Town of Stallings that, if approved, will allow for their property to be rezoned from MU-2 (Mixed Use) to CZ-IND (site specific industrial). Northeast Tool intends to expand their existing manufacturing facility located at 15200 Idlewild Road on parcel number #K7075014.

A Community Meeting will be held by Northeast Tool on Wednesday March 27th, 2016 at the Stallings Civic building, 323 Stallings Road at 6:00 PM. The purpose of this meeting is to allow Northeast Tool the opportunity to present their proposal to the community prior to the public hearing. This meeting is strictly informative and no decisions by the Town will be rendered at this time.

For additional information, please call Ms. Lynne Hair, Town Planner at 704-821-0315 during regular business hours.

Lynne Hair Planning and Zoning Administrator









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 May 13, 2019, after due notice by the Enquirer-Journal on April 16, 2019; and

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

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the area proposed for voluntary annexation encompasses parcel number 07075013 on Funderburk Road is hereby annexed and made part of the Town of Stallings effective immediately:

Parcel number: 07075013; 3.378 ACRES

Commencing at a found concrete monument, said monument being along the southerly right-of-way of Boyd Funderburk Drive, thence along said right-of-way, S 78° 34' 19" E 20.90' to a computed point, said point being at the county line of Mecklenburg and Union County and the POINT OF BEGINNING;

Thence along said right-of-way, S 78° 34′ 19″ E 75.76′ to a found iron pipe;

Thence leaving said right-of-way, S 47° 01' 13" W 131.47' to a found iron pipe;

Thence, S 36°41' 44" E 287.96' to a set iron rebar;

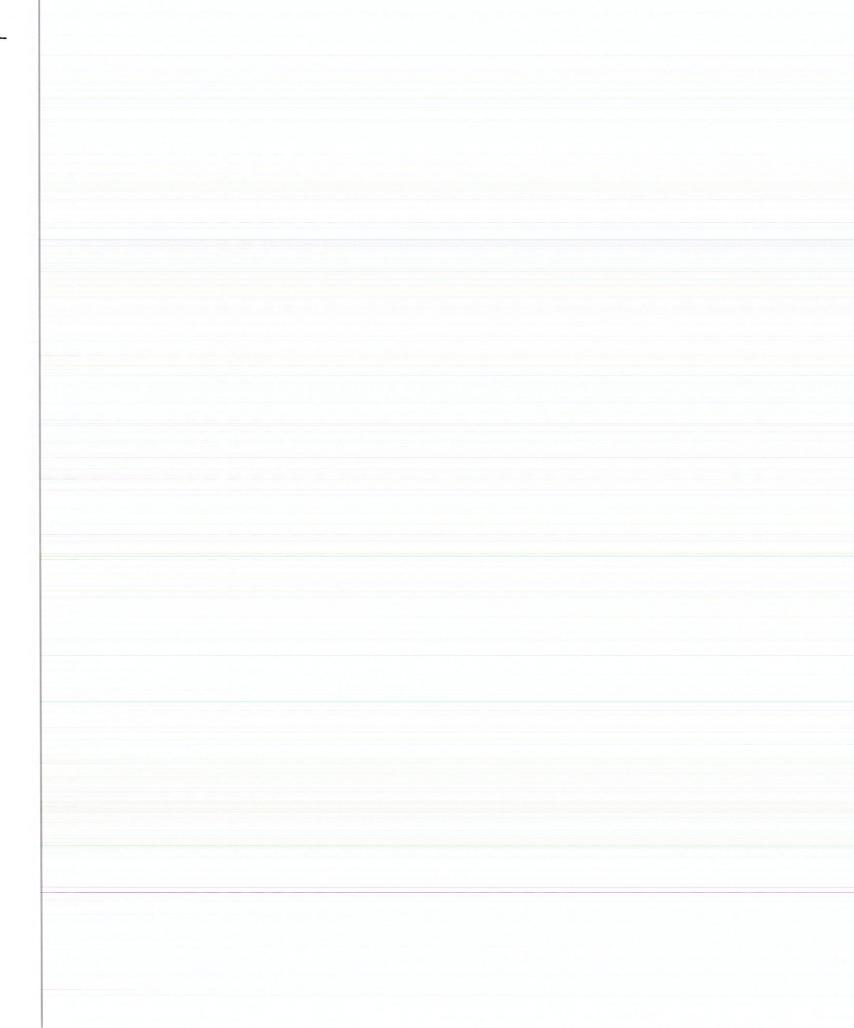
Thence, S 63°32′52″ W 25.56′ to a found iron rebar;

Thence, S 63°32′ 52″ W 620.90 to a found iron rebar;

Thence, N 07°42' 01" W 195.61 to a computed point, said point being at the county line of Mecklenburg and Union County;

Thence, along said county line, N 46° 37' 53" E 625.68' to a computed point, and the POINT AND PLACE OF BEGINNING containing 147,127 square feet or 3.378 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

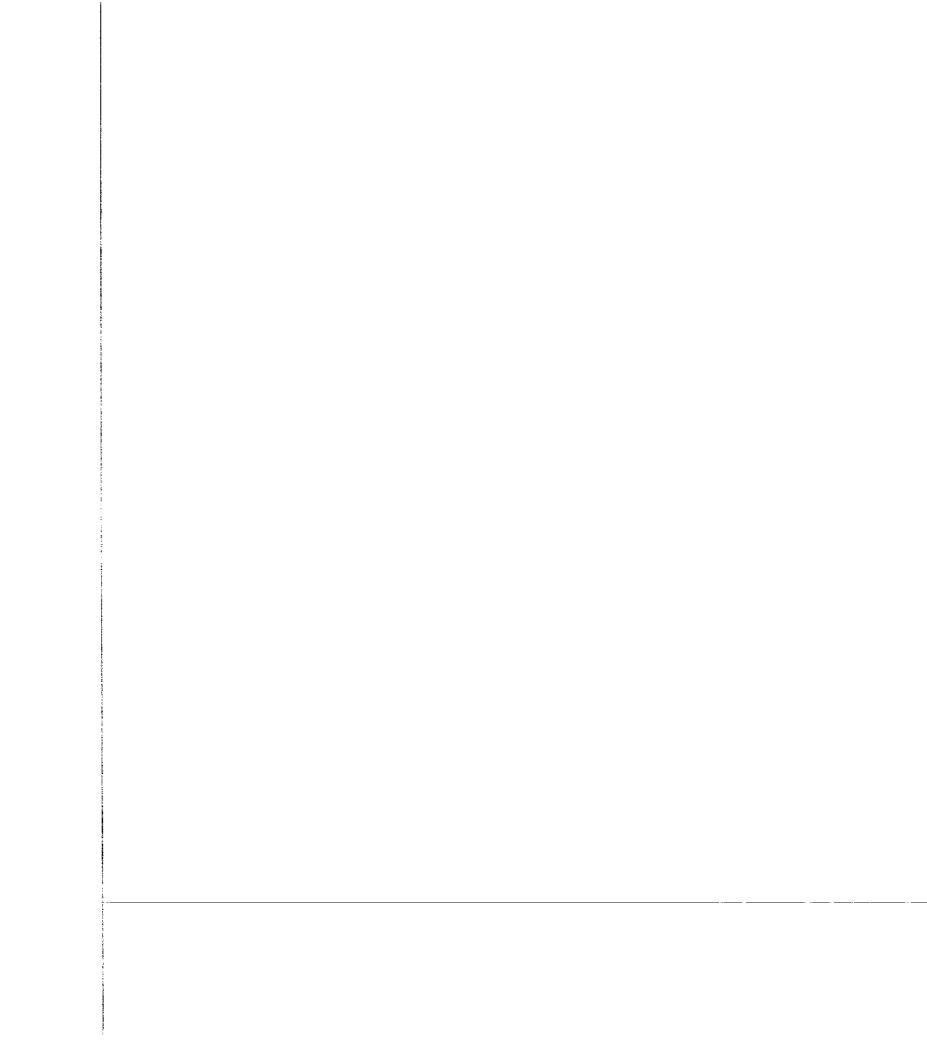


Stallings and shall be entitled to the same privileges and benefits as other parts of the Town of Stallings. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

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

Adopted this the 13th day of May, 2019.

Attest:	Wyatt Dunn, Mayo
Erinn E. Nichols, Town Clerk	
Approved as to form:	
Cox Law Firm, PLLC	





Stallings

Agenda Item # 6

315 Stallings Road • Stallings, North Carolina 28104

MEMO:

TO:

Town Council

FROM:

Lynne Hair, Development Administrator

SUBJECT:

DA18.08.01 - Idlewild Mixed Use Development

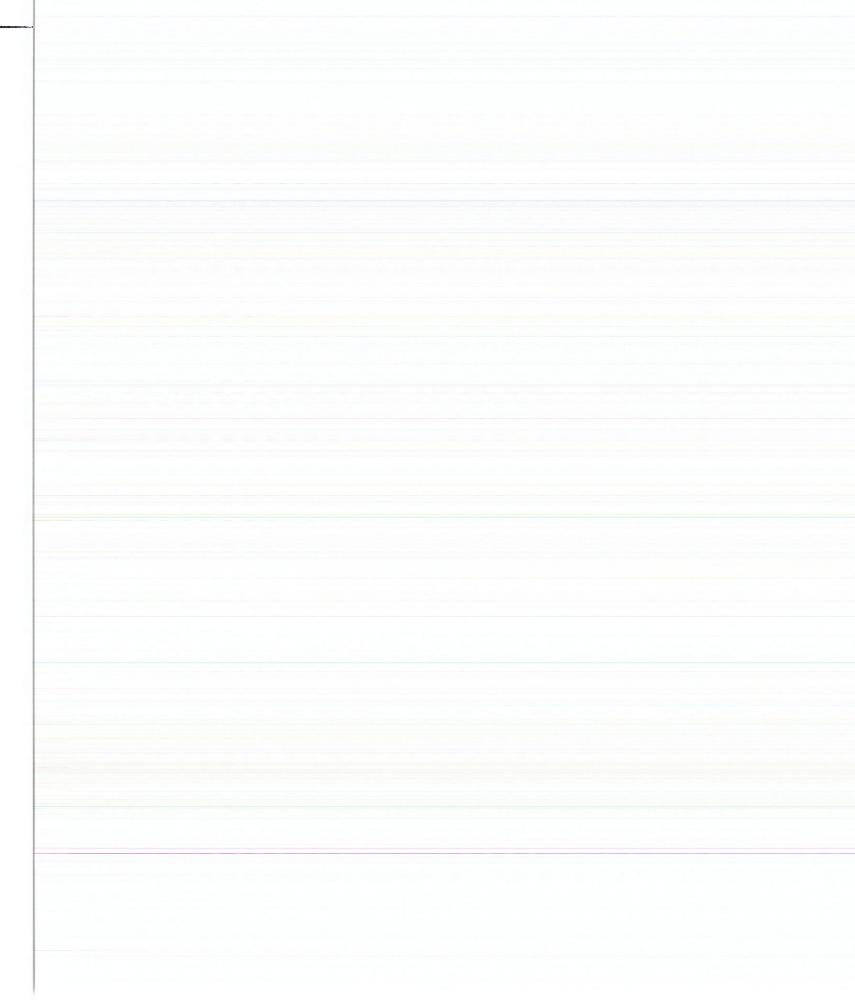
DATE:

May 8, 2019

Attached please find a copy of the final Development Agreement document for the Idlewild Mixed Use project located off Idlewild Road behind the Idlewild Market Shopping Center.

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

If you have any questions, please do not hesitate to contact me.



DEVELOPMENT AGREEMENT

BY AND AMONG

DOUGLAS I. MARSH AND TERI THOMAS MARSH,

DANNY E. PRICE AND ROBIN C. PRICE,

DEE L. RITTENOUR AND PATRICIA A. RITTENOUR

AND GERALD LEE FUNDERBURK AND ROBIN FUNDERBURK

AND

TOWN OF STALLINGS

Prepared by and Return to: John H. Carmichael Robinson, Bradshaw & Hinson, P.A. 101 N. Tryon Street, Suite 1900 Charlotte, NC 28246

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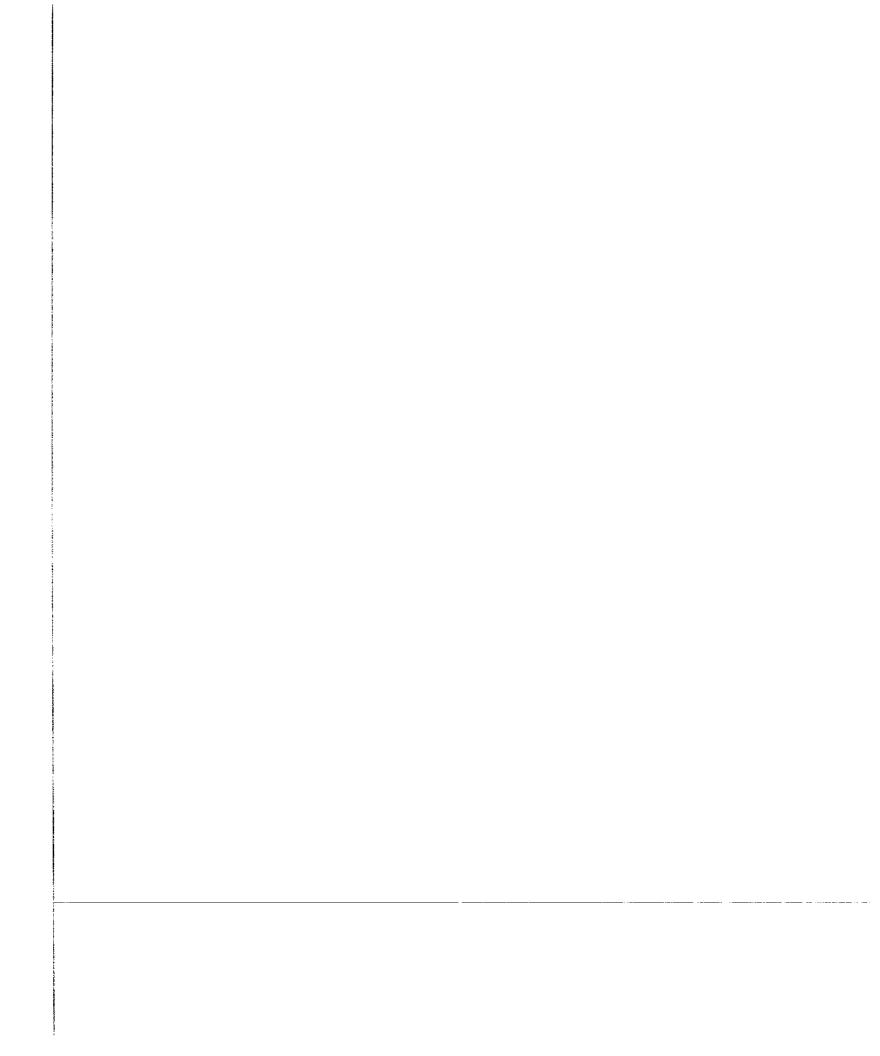
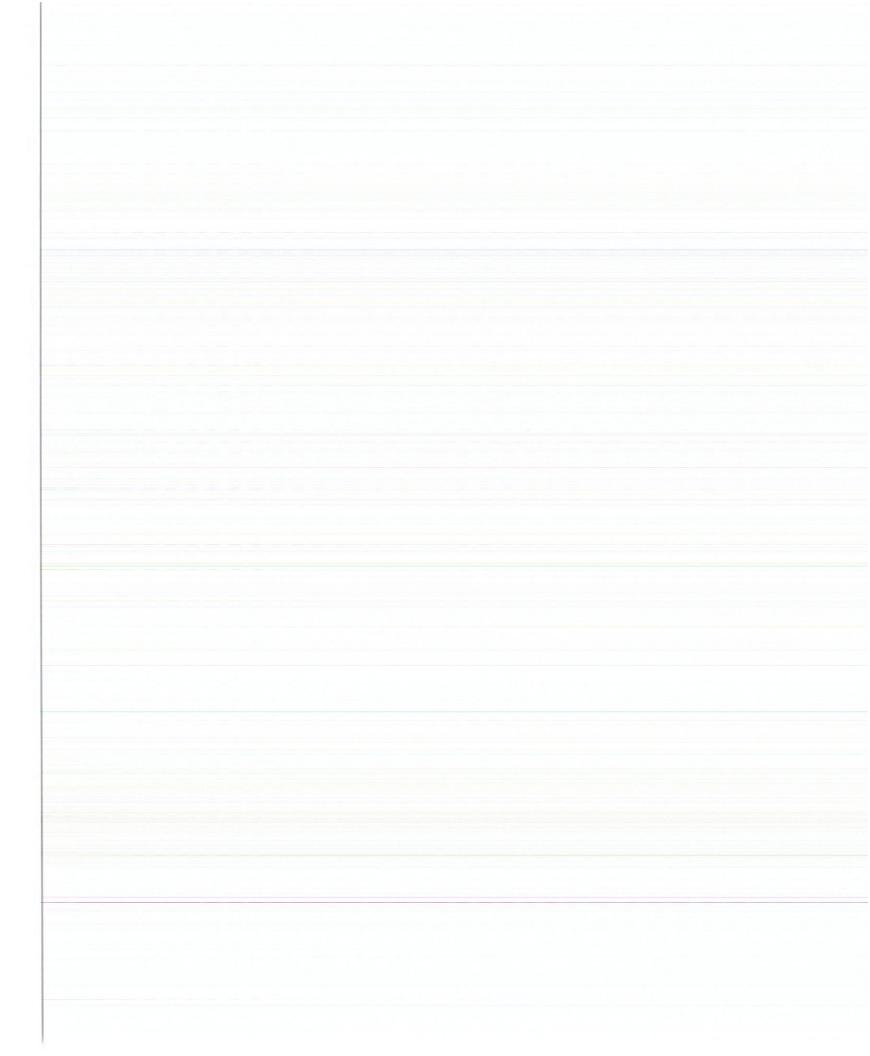


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STATE OF NORTH CAROLINA) DEVELOPMENT AGREEMENT
COUNTY OF UNION) DEVELOTMENT AGREEMENT)
day of, 2019 (the " Effe Thomas Marsh, Danny E. Price and Rob and Gerald Lee Funderburk and Robin	ne "Agreement") is made and entered into this

STATEMENT OF PURPOSE

Section 160A-400.20(a)(1) of the North Carolina General Statutes provides that "large-

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

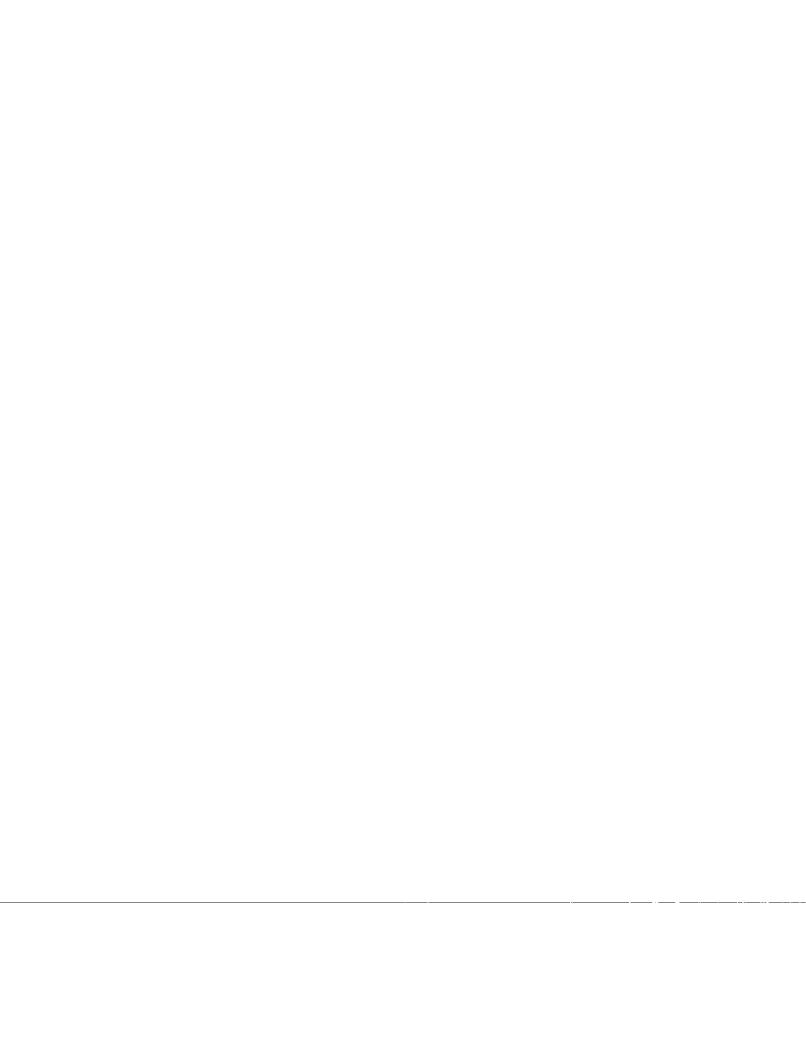
procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

BACKGROUND

- 1. Douglas I. Marsh and Teri Thomas Marsh are the owners of an approximately 21.014 acre parcel of land located generally on the southwest quadrant of the Interstate 485 Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075013B on the Union County Tax Maps (the "Stallings-Marsh Property"), and an approximately .455 acre parcel of land located generally on the southwest quadrant of the Interstate 485 Idlewild Road interchange in unincorporated Union County, North Carolina in the Town's extraterritorial jurisdiction that is designated as Parcel No. 07075010A90 on the Union County Tax Maps (the "ETJ-Marsh Property"). The Stallings-Marsh Property is more particularly depicted on Exhibit A attached hereto and incorporated herein by reference, and the ETJ-Marsh Property is more particularly depicted on Exhibit B attached hereto and incorporated herein by reference. The Stallings-Marsh Property and the ETJ-Marsh Property are hereinafter collectively referred to as the "Marsh Property."
- 2. Danny E. Price and Robin C. Price are the owners of an approximately 7.517 acre parcel of land located generally on the southwest quadrant of the Interstate 485 Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075011 on the Union County Tax Maps (the "**Price Property**"), which parcel of land is more particularly depicted on **Exhibit C** attached hereto and incorporated herein by reference.
- 3. Dee L. Rittenour and Patricia A. Rittenour are the owners of an approximately 7.462 acre parcel of land located generally on the southwest quadrant of the Interstate 485 Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075011B on the Union County Tax Maps (the "Rittenour Property"), which parcel of land is more particularly depicted on **Exhibit D** attached hereto and incorporated herein by reference.
- 4. Gerald Lee Funderburk and Robin Funderburk are the owners of an approximately 3.6949 acre parcel of land located generally on the southwest quadrant of the Interstate 485 Idlewild Road interchange in unincorporated Union County, North Carolina that is designated as Parcel No. 07075013 on the Union County Tax Maps (the "Funderburk Property"), which parcel of land is more particularly depicted on <u>Exhibit E</u> attached hereto and incorporated herein by reference.
- 5. Prior to the public hearing on and the approval of the Agreement by the Town of Stallings Town Council (the "Town Council"), the Funderburk Property was annexed into the corporate limits of the Town and zoned to the MU-2 zoning district.
- 6. The Marsh Property, the Price Property, the Rittenour Property and the Funderburk Property are hereinafter collectively referred to as the "Property." The Property contains approximately 40.1429 acres and is subject to the terms and conditions of this Agreement. The Property is more particularly depicted on **Exhibit F** attached hereto and incorporated herein by reference.

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- 7. On November 27, 2017, the Town adopted the Town of Stallings Comprehensive Land Use Plan (the "Land Use Plan"). The Land Use Plan contains, among other things, small area plans for three key areas within the Town's corporate limits, one of which is the Idlewild Road corridor. The Idlewild Road Corridor Small Area Plan (the "Small Area Plan") provides land use recommendations and guiding principles for the development of the parcels of land within the area subject to the Small Area Plan. The Property is located within the area subject to the Small Area Plan.
- 8. Among other things, the Small Area Plan recommends single family attached homes, multi-family residential uses and commercial uses on the Property.
- 9. Douglas I. Marsh and Teri Thomas Marsh, Danny E. Price and Robin C. Price, Dee L. Rittenour and Patricia A. Rittenour and Gerald Lee Funderburk and Robin Funderburk and their successors in interest are hereinafter collectively referred to as "**Developer**."
- 10. Developer desires to develop a multi-use project (the "Project") on the Property in accordance with the terms of this Agreement, the Concept Plan (defined below) and the Town of Stallings Development Ordinance (the "Ordinance") that will contain single family attached dwelling units, multi-family dwelling units and commercial uses.
- 11. After careful review and deliberation, the Town has determined that the Project is consistent with the Small Area Plan, and that it would further the Town's land use planning objectives and policies as set out in the Small Area Plan, as well as the health, safety, welfare and economic well-being of the Town.
- 12. The Town has also determined that the Project will secure quality planning and growth, strengthen the tax base and provide public amenities and infrastructure.

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

TERMS

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

1. <u>Public Hearing</u>. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on May 13, 2019 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved the subsequent execution of this Agreement by the Town. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property and a place where a copy of the Agreement can be obtained. The approval of this

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Agreement by the Town Council included the approval of the concept site plan for the Project (the "Concept Plan") attached hereto as <u>Exhibit G</u> incorporated herein by reference.

2. <u>Permitted Uses/Maximum Densities/Development Limitations</u>. Subject to the limitations described in this Section 2, the Property may be devoted to the uses and to the applicable development densities described below and on the Concept Plan. For purposes of this Agreement and the Concept Plan, the Property is divided into three separate development areas that are designated on the Concept Plan as Development Area A, Development Area B and Development Area C. The Property is located in the MU-2 zoning district.

A. <u>Development Area A</u>

(1) That portion of the Property designated as Development Area A on the Concept Plan may only be devoted to a residential community containing a maximum of 150 for sale single family attached dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district.

B. <u>Development Area B</u>

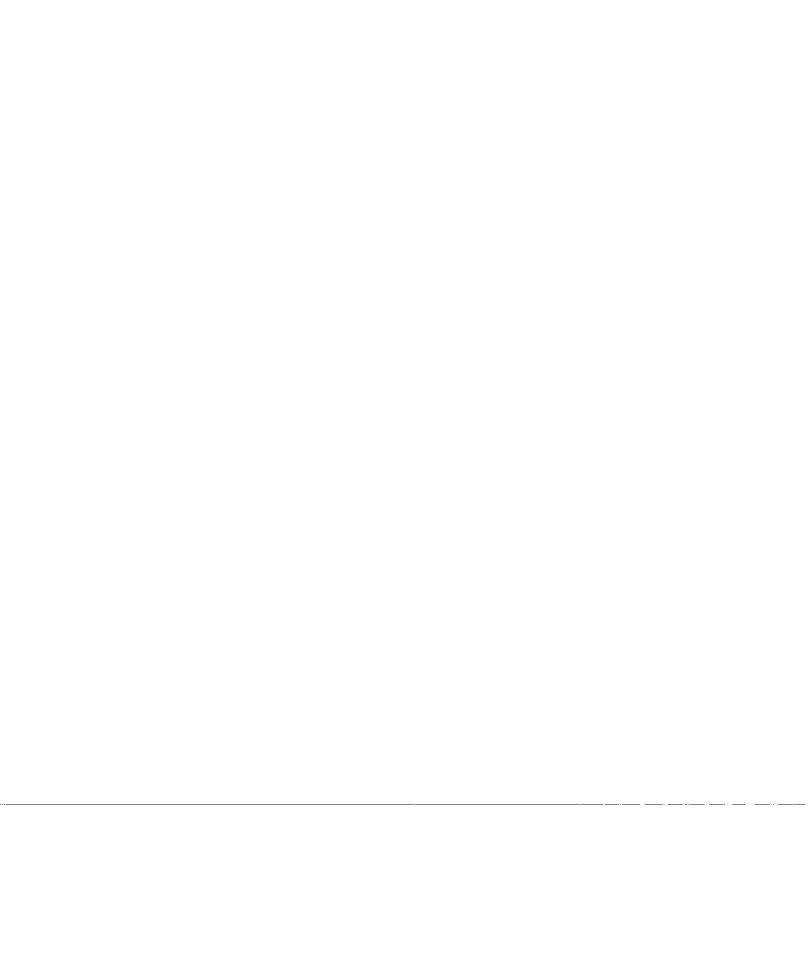
- (1) That portion of the Property designated as Development Area B on the Concept Plan may only be devoted to a multi-family residential community containing a maximum of 270 multi-family dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district. The buildings containing the multi-family dwelling units shall be located in one of the seven building areas on Development Area B depicted on the Concept Plan.
- (2) In addition to the buildings containing multi-family dwelling units, a building associated with the amenity area shall be permitted on Development Area B as well as a maintenance building.

C. Development Area C

- (1) That portion of the Property designated as Development Area C on the Concept Plan may be devoted to any use or uses allowed in the MU-2 zoning district (including any combination of such uses) and to any accessory and incidental uses relating thereto that are permitted in the MU-2 zoning district.
- (2) The total number of principal buildings, accessory buildings and gross floor area permitted on Development Area C shall be governed by the standards of the Ordinance.
- (3) All site plans and building elevations for development within Development Area C must be approved by the Development Administrator and Town Council prior to the issuance of building permits. The approval of the site plans and building elevations by the Development Administrator and Town Council shall not be considered to be an amendment to the Agreement
- 3. <u>Development Schedule</u>. The Project shall be developed in accordance with the schedule set out below, or as may be amended by the agreement of the parties to reflect actual market absorption. Pursuant to N.C.G.S. § 160A-400.25(b), the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of this Agreement

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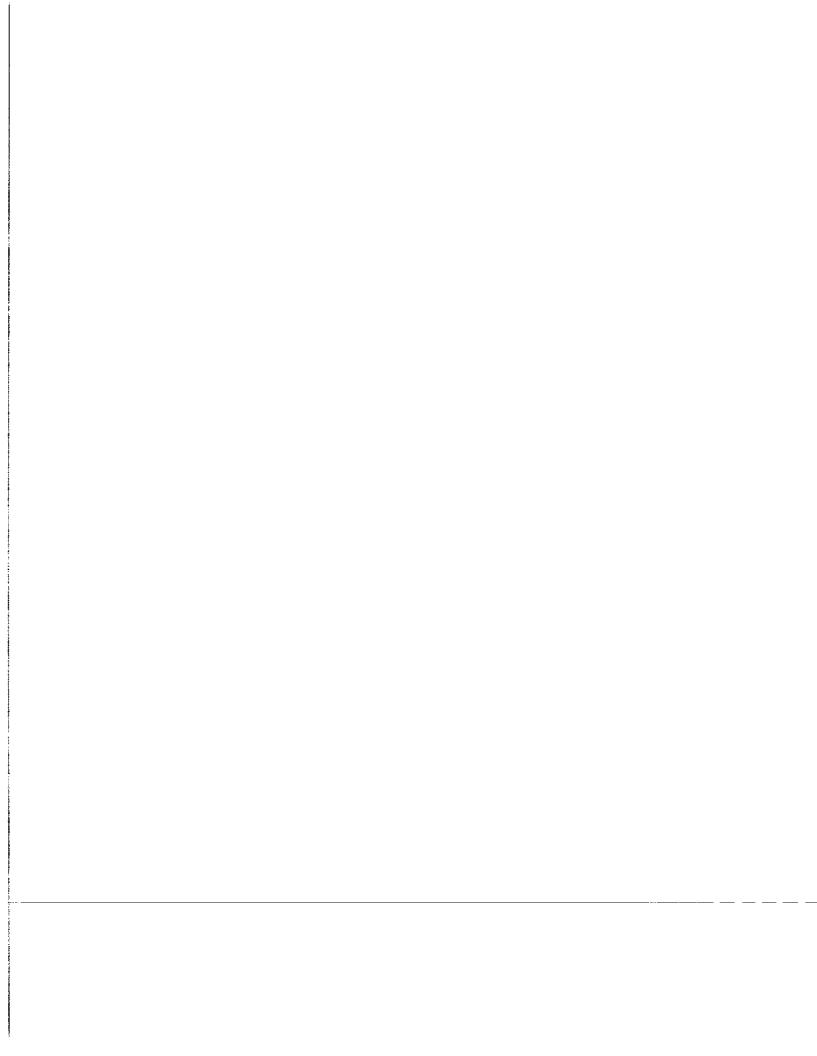
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pursuant to N.C.G.S. § 160A-400.27 but must be judged based upon the totality of the circumstances, including, but not limited to, Developer's good faith efforts to attain compliance with the relevant development schedule. The development schedule is a budget planning tool and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace of development if market conditions support a faster pace.

- A. Within 5 years of the date of this Agreement, Developer shall commence the development of Development Area A and Development Area B of the Property.
- B. Within 10 years of the date of this Agreement, Developer shall complete the development of Development Area A and Development Area B of the Property.
- C. Within 15 years of the date of this Agreement, Developer shall commence and complete the development of Development Area C of the Property.
- 4. <u>Transportation Improvements</u>. The development of the Property shall comply with the following transportation requirements.
- A. Vehicular access shall be as generally depicted on the Concept Plan. The placement and configuration of the access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Town and/or the North Carolina Department of Transportation.
- B. As depicted on the Concept Plan, the Property will be served by internal public streets and internal private alleys, and adjustments to the locations of the internal public streets and the internal private alleys shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.
- C. Subject to the terms of the next following paragraph, prior to the issuance of the first certificate of occupancy for any new building constructed on the Property, Developer shall improve the existing street that will provide the primary vehicular and pedestrian connection from Development Area A to Idlewild Road at the existing traffic signal (the "Primary Entrance Road") in accordance with the cross section on Exhibit H attached hereto and incorporated herein by reference. To improve the Primary Entrance Road in accordance with the cross section on Exhibit H, Developer must be provided with a temporary construction easement over and across a portion of the adjacent parcel of land designated as Parcel No. K7075014 on the Union County Tax Maps by the Town.

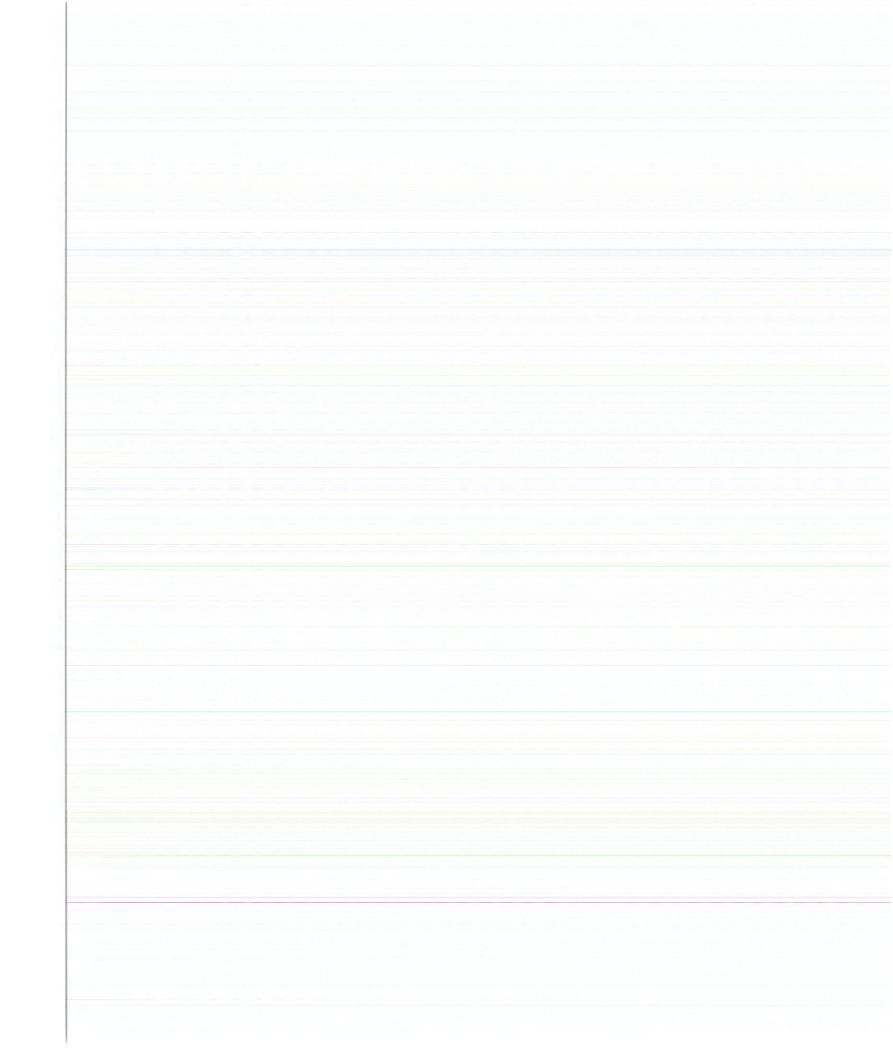
In the event that the Town does not provide to Developer, at no cost to Developer, a temporary construction easement over and across a portion of Parcel No. K7075014 that is necessary to accommodate the improvement of the Primary Entrance Road in accordance with **Exhibit H** on or before August 1, 2019, then Developer shall only be required to improve the Primary Entrance Road in accordance with the cross section on **Exhibit I** attached hereto and incorporated herein by reference prior to the issuance of the first certificate of occupancy for any new building constructed on the Property. Developer shall also pay the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) to the Town prior to the issuance of the first certificate of occupancy for any new building constructed on the Property to be used by the Town to fund



future additional improvements to the Primary Entrance Road or to construct other transportation or pedestrian improvements on the Property or in the vicinity of the Property.

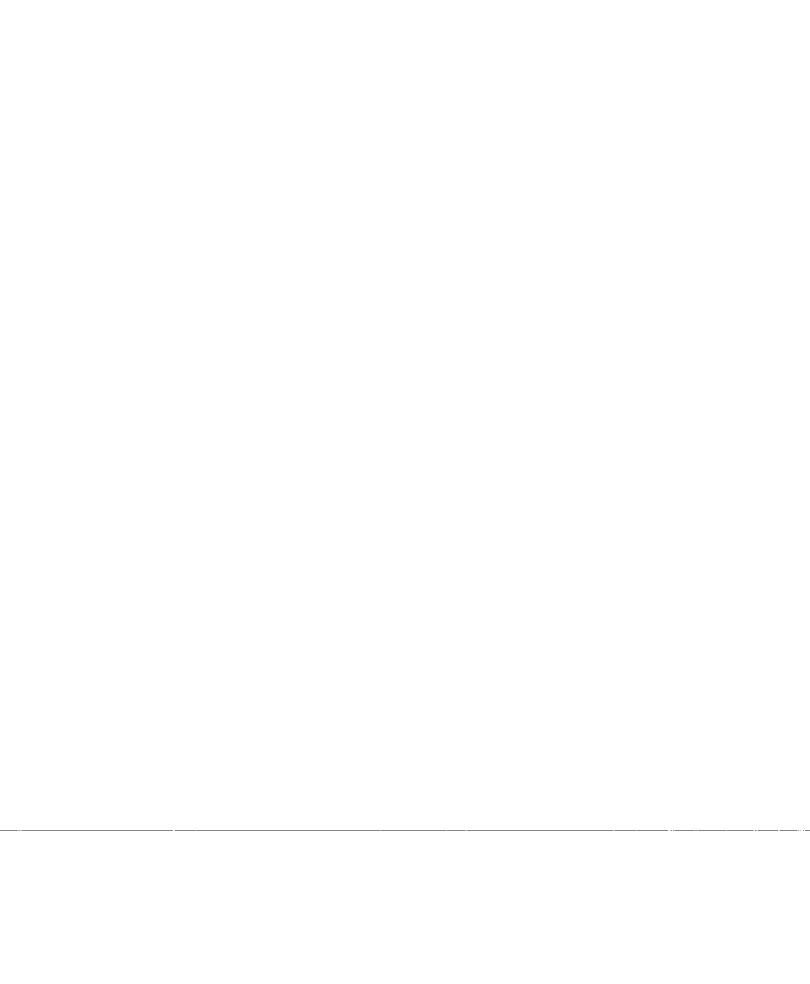
In connection with the improvement of the Primary Entrance Road under either scenario set out above, Developer shall not be required to improve or upgrade the existing pipes located under the Primary Entrance Road since this is an existing condition.

- D. Prior to the issuance of the one-hundredth (100th) certificate of occupancy for a single family attached dwelling unit constructed on the Property, the pedestrian and vehicular connection from Development Area C to the adjacent existing shopping center that is depicted on the Concept Plan shall be completed and open to pedestrian and vehicular traffic.
- Prior to the issuance of the one-hundredth (100th) certificate of occupancy for a single family attached dwelling unit constructed on the Property, Developer shall pay the sum of One Hundred and Twenty Five Thousand and No/100 Dollars (\$125,000.00) to the Town (the "Crossing Funds"), which Crossing Funds shall be used by the Town to construct or fund a potential future crossing or bridge and a street connection from the Property to that parcel of land located to the west of the Property that is designated as Parcel No. 07099021 on the Union County Tax Maps. More specifically, Developer shall construct that street segment designated as "Street Segment A" on the Concept Plan to that point designated as "Terminus of Street Segment A" on the Concept Plan. The Terminus of Street Segment A is located approximately 95 feet from the western boundary line of the Property. Developer shall dedicate right of way from the terminus of Street Segment A to the western boundary line of the Property as generally depicted on the Concept Plan to accommodate the potential future crossing or bridge and a street connection from the Terminus of Street Segment A to Parcel No. 07099021 to be constructed by others. Developer's sole obligation with respect to the construction or funding of the crossing or bridge and the street connection from the Terminus of Street Segment A to Parcel No. 07099021 shall be the donation of the Crossing Funds and the dedication of the relevant right of way. In the event that the crossing or bridge and the street connection from the Terminus of Street Segment A to Parcel No. 07099021 is not permitted for construction within 15 years of the date on which the Crossing Funds are paid to the Town by Developer, the Town may use the Crossing Funds to construct other transportation or pedestrian improvements on the Property or in the vicinity of the Property.
- F. The internal streets to be constructed on the Property as depicted on the Concept Plan shall meet the applicable cross section set out on **Exhibit J** attached hereto and incorporated herein by reference. Notwithstanding the foregoing and as described above, the Primary Entrance Road shall meet the requirements of Section 4.C above.
- 5. Streetscape Treatment.
- A. The streetscape treatment along the Property's public street frontages shall comply with the requirements of the Ordinance.
- B. The stream crossing located in Development Area B that is more particularly designated on **Exhibit K** attached hereto and incorporated herein by reference will be an enhanced crossing



with a guardrail lined with shrubs and two - 2 foot by 2 foot brick veneer columns and shall be substantially similar in appearance to the crossing design set out on **Exhibit K**.

- C. Developer shall install stamped asphalt accent crosswalks at the public street intersection located at the boundary between Development Area A and Development Area B as depicted on **Exhibit K**.
- D. Developer shall install a stamped concrete accent crosswalk within Development Area B in the location designated on **Exhibit K**.
- E. Decorative street lights will be installed on the public streets on the Property. The decorative street lights to be installed on the public streets on the Property shall be the decorative street lights depicted on **Exhibit L** attached hereto or another type of decorative street light approved by the Development Administrator.
- F. Landscape enhancements shall be installed at the entrances to the multi-family parking lots to ensure the screening of the parking lots from the adjacent public streets, and such landscape enhancements will be shown on the landscape plan submitted for permitting.
- 6. Greenway and Open Space.
- A. Greenway trails will be constructed on the Property as shown on the trail and sidewalk exhibit attached hereto as **Exhibit M** and incorporated herein by reference. The greenway trails shall meet the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan, which standards are set out on **Exhibit M**.
- B. An on street trailhead will be constructed by Developer on the Primary Entrance Road at the signalized intersection of Idlewild road and the Primary Entrance Road as depicted on the Concept Plan. The trailhead will be constructed and bonded as part of the widening of the Primary Entrance Road described above.
- C. Greenway trails and signage will be built to Town specifications and installed at Developer's expense. Each greenway trail designated as a "Public Greenway Trail" on Exhibit M shall be donated to the Town at no cost to the Town and placed into the Town's trail maintenance system. Each Public Greenway Trail shall be constructed and completed by Developer prior to the issuance of the fiftieth (50th) certificate of occupancy for a single family attached dwelling unit constructed on the Property.
- D. Open space shown on the Concept Plan to be constructed on the Property shall comply with the open space requirements of the Ordinance.
- E. A buffer shall be installed on Development Area B between a multi-family building and the adjacent Vickery neighborhood in the location depicted on $\underline{\mathbf{Exhibit}}\ \mathbf{N}$ attached hereto and incorporated herein by reference. The buffer shall comply with the standards set out on $\underline{\mathbf{Exhibit}}\ \mathbf{N}$.

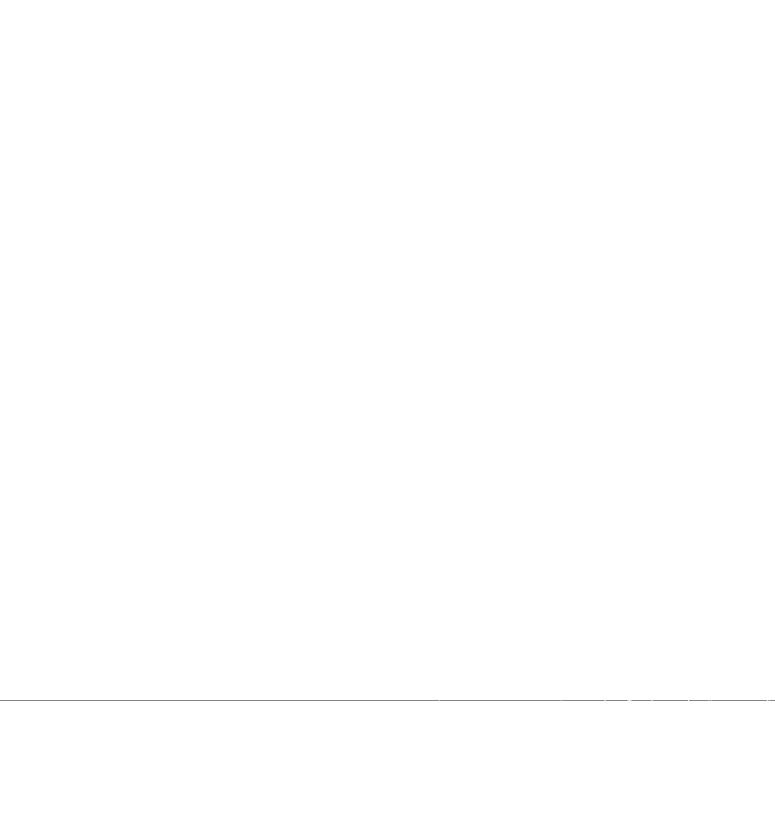


- 7. Trash Removal
- A. Dumpster pick up will occur between the hours of 8:00 am and 6:00 pm only.
- 8. <u>Architectural standards</u>
- A. Height, lot dimensions and densities are established by this Agreement and the Ordinance.
- B. Architectural standards for the multi-family buildings to be constructed on the Property are depicted and set out on the building elevation drawings attached hereto as **Exhibit O** and incorporated herein by reference. Minor revisions or modifications to the architectural standards must be approved by the Development Administrator and the Planning Board.
- C. The minimum floor to ceiling height for each floor of the multi-family buildings to be constructed on the Property shall be 9 feet.
- D. Building elevations for the single family attached dwelling units must be reviewed and approved by the Development Administrator and the Planning Board prior to the approval of preliminary plans for Development Area A to ensure the consistency of such elevations with the standards set out in Section 8.G below.
- E. A fountain shall be installed within the storm water pond located on Development Area C to minimize the buildup of algae in such storm water pond and for aesthetic purposes. With respect to the storm water ponds to be located on the remainder of the Property, the buildup of algae may be minimized by stocking such storm water ponds with an appropriate species of fish. In the event that the stocking of a storm water pond with fish does not minimize the buildup of algae in such storm water pond as determined by the Town Engineer during the Town Engineer's annual inspection, then a fountain will be required to be installed in such storm water pond.
- F. Single family attached dwelling units may have a maximum height in stories of three stories.
- G. Additional architectural requirements for the buildings containing single family attached dwelling units are as follows:

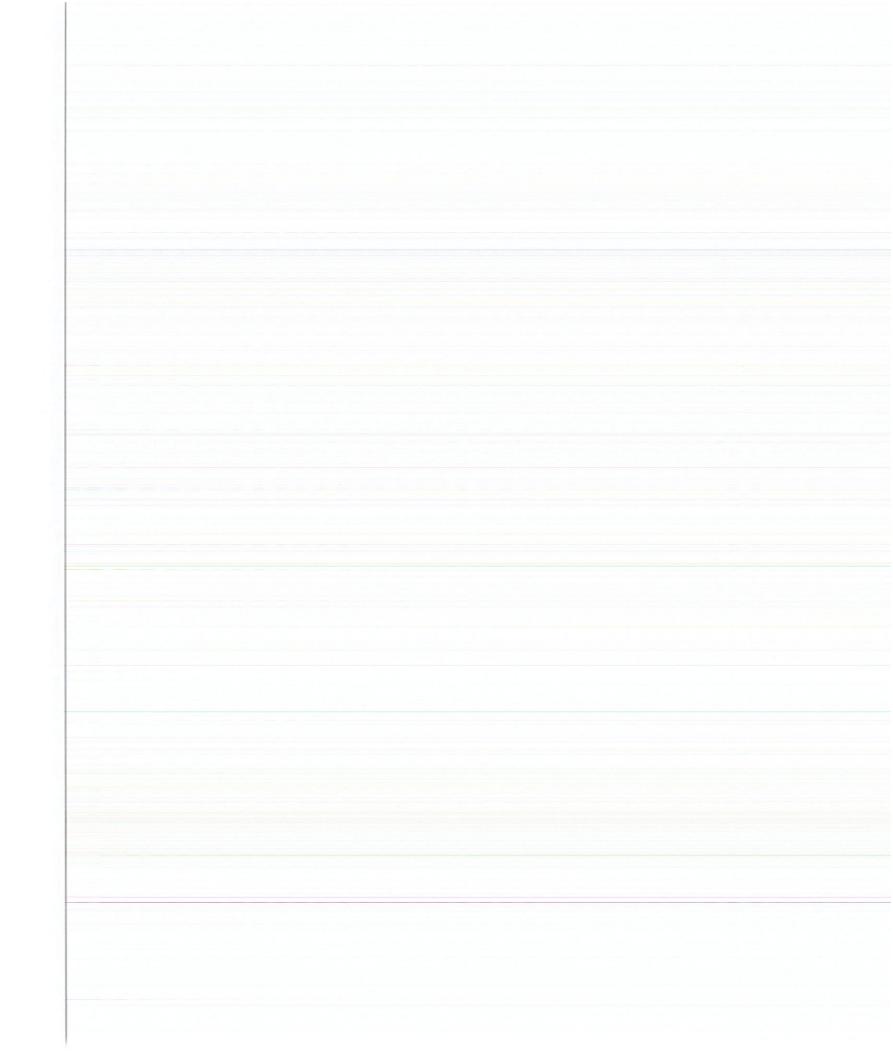
Proposed architectural standards – Idlewild Mixed-Residential

- 1. Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks. No elements, including steps, shall project over the property line at the ground level.
- 2. Corner/end townhome units located at the termination of a view corridor shall contain 4 symmetrical windows and enhanced landscaping. The windows may be faux windows or shutters. The corner/end townhome units to which this requirement applies are designated on **Exhibit P** attached hereto and incorporated herein by reference and the required enhanced landscaping is depicted on **Exhibit P**.
- 3. Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls. Maximum height 4 feet at street frontage, 8 feet at interior side and rear.
- 4. Porch depth shall be a minimum of 5 feet.

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5.	First floor minimum elevation shall be 18" above sidewalk as measured at the center of the townhome unit.
6.	A minimum of 18 inches of the base of the building wall shall be clad in brick or stone.
7.	Exterior walls shall be finished in cementitious siding, stucco, brick or stone or combinations of the foregoing.
8.	Walls may be built of no more than two materials and shall only change material along a horizontal line, typically at a floor line or a gable end, with the heavier material below the lighter.
9.	Chimneys shall be finished with brick, stone or stucco and shall be a minimum 2:1 proportion in plan and capped to conceal spark arresters. Fireplace enclosures and chimneys shall extend to the ground.
10.	Porches, columns, posts, spindles, balusters shall be made of wood. Porches may be enclosed with glass or screen of a maximum of 30% of their length.
11.	Stoops will be made of wood, brick or concrete. If concrete, a stoop will have brick, stone or stucco foundation walls.
12.	Decks shall be located in rear yards only and shall be painted or stained.
13.	The following shall be located in rear yards only provided they are not visible from the fronting street or a public right of way: a) HVAC equipment
	b) Utility metersc) Satellite dishesd) Permanent grills
	e) Permanent play equipment f) Hot tubs
	HVAC and utility meters may be located in a side yard if screened from view and no closer than 5 feet from side property lines.
14.	Porch piers shall be a minimum of 8" x 8". A wooden porch pier shall have a base cap at the bottom of the wooden pier (e.g., where the wooden porch pier ties into the surface of the porch) that provides protection from the elements.
15.	Wood elements must be painted or stained with an opaque or semi-solid stain, except walking surfaces may be left natural.
16.	Roofs shall be clad in corrugated 5v crimp or standing seam galvanized steel, galvaline, or copper, asphaltic or fiberglass shingles shall be architectural grade.
17.	Principle roofs shall be a symmetrical gable or hip with a solo of 6:12 to 10:12, unless otherwise agreed upon through the development agreement process.
18.	Interior ceilings will have a minimum height of 9' on the first floor of a multi-story townhome unit.
19.	Windows shall be encased. Attached hereto as Exhibit Q and incorporated herein by reference is a representative photograph of a window that meets this requirement. Soffits may be clad in vinyl.
20.	Eaves which overhang less than 8" shall be closed soffit. Eaves which overhang more than 16' shall have exposed rafters. Eaves which overhang 8' and 16' shall have either a closed soffit or exposed rafters. Rafter tails may not exceed 8" in depth.
21.	Doors shall be clad or made of wood, glass, fiberglass or steel. Doors shall be painted or stained.
22.	Bay windows shall be made of trim lumber with corner trim no less than 6".



- 23. Shutters shall be fiberglass composite or painted wood.
- 24. Storm windows and screens shall be integral with the window.
- 25. Front doors, including the entry door to the porch on a side yard shall be located on the frontage line.
- 26. Garage doors on each unit shall be carriage style garage door and the garage door will contain hardware. Garage doors shall be painted or stained. Attached hereto as **Exhibit R** and incorporated herein by reference is a representative photograph of a garage door meets this requirement.
- Law in Effect at the Time of the Agreement Governs the Development of the Project. The laws, land development regulations and ordinances applicable to the development of the Project are those in force as of the date of this Agreement. Accordingly, Developer and its successors in interest shall have a vested right to develop the Project in accordance with the Concept Plan, the terms of this Agreement and the terms of the Ordinance and any applicable laws, land development regulations and ordinances as they exist as of the date hereof during the entire term of this Agreement. Pursuant to N.C.G.S. § 160A-400.26 and except as provided in N.C.G.S. § 160A-385.1(e), the Town may not apply subsequently adopted laws, land development regulations, ordinances or development policies to the Project or to the Property during the term of this Agreement without the written consent of Developer or its successors in interest. Additionally, no future impact fees shall apply to the Project or to the Property without the written consent of Developer or its successors in interest. This Agreement does not abrogate any rights preserved by N.C.G.S. § 160A-385 or N.C.G.S. § 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. The Town agrees that the specific laws, land development regulations and ordinances in force as of the date of this Agreement are more particularly set out on Exhibit S attached hereto and incorporated herein by reference, and are on file with the Town.
- 10. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter on _____ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.
- 11. <u>Local Development Permits</u>. In accordance with N.C.G.S. § 160A-400.25(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Project:
- A. Erosion and Sediment Control Permit (Union County).
- B. Water Extension Permit (NCDENR).
- C. Sewer Extension Permit (NCDENR).
- D. NCDOT Encroachment Permit.
- E. NCDOT Entrance Permit.
- F. Zoning Permits.

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- G. Building Permits.
- H. All other local, state or federal permits required for the Project.

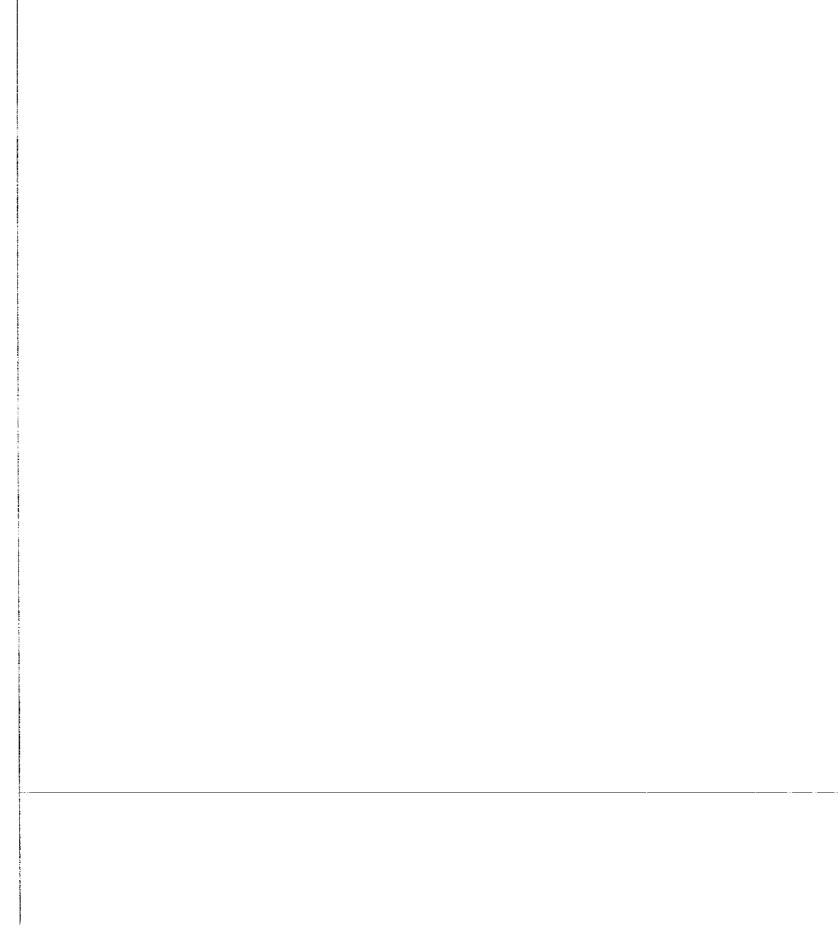
The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with the law governing the local permitting requirements, conditions, terms or restrictions.

- 12. <u>Public Facilities</u>. The following public facilities will serve the Project: Public Sewer and Public Water.
- 13. <u>Sewer and Water Lines</u>. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install the water and sewer lines to be located within the Project (the "Internal Water and Sewer Lines"). The Internal Water and Sewer Lines shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be transferred to Union County for ownership and maintenance after they have been constructed and installed.
- 14. <u>Amendment</u>. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. A minor amendment to the Concept Plan approved by the Town of Stallings Development Administrator shall not be considered to an amendment to this Agreement.
- 15. <u>Recordation/Binding Effect</u>. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

16. Periodic Review.

- A. Pursuant to N.C.G.S. § 160A-400.27, the Development Administrator or other Town Manager designee shall conduct a periodic review, (the "**Periodic Review**") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.
- B. If, as a result of the Periodic Review, the Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, the Town shall serve notice in writing, within a reasonable time after the Periodic Review, upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach.
- C. If Developer fails to cure the material breach within the time given, then the Town unilaterally may terminate or modify the Agreement; provided, however, that the notice of termination or modification or finding of breach may be appealed to the Board of Adjustment in the manner provided by N.C.G.S. § 160A-388(b).

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- Default. The failure of Developer or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by the Town absent its according to Developer the notice and opportunity to cure set out in N.C.G.S. § 160A-400.27. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction. Notwithstanding anything contained herein to the contrary, the violation of any rule, policy, regulation, ordinance or law by a homeowner or builder in the Development shall not be considered to be an event of default under this Agreement. That being said, the Town is not waiving its ability or right to enforce the Ordinance or any other Town regulation in accordance with the terms of the Ordinance or any such regulation.
- 18. <u>Notices</u>. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

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

Developer at:	

- 19. <u>Entire Agreement</u>. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and Developer relative to the Property and the Project and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.
- 20. <u>Construction</u>. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

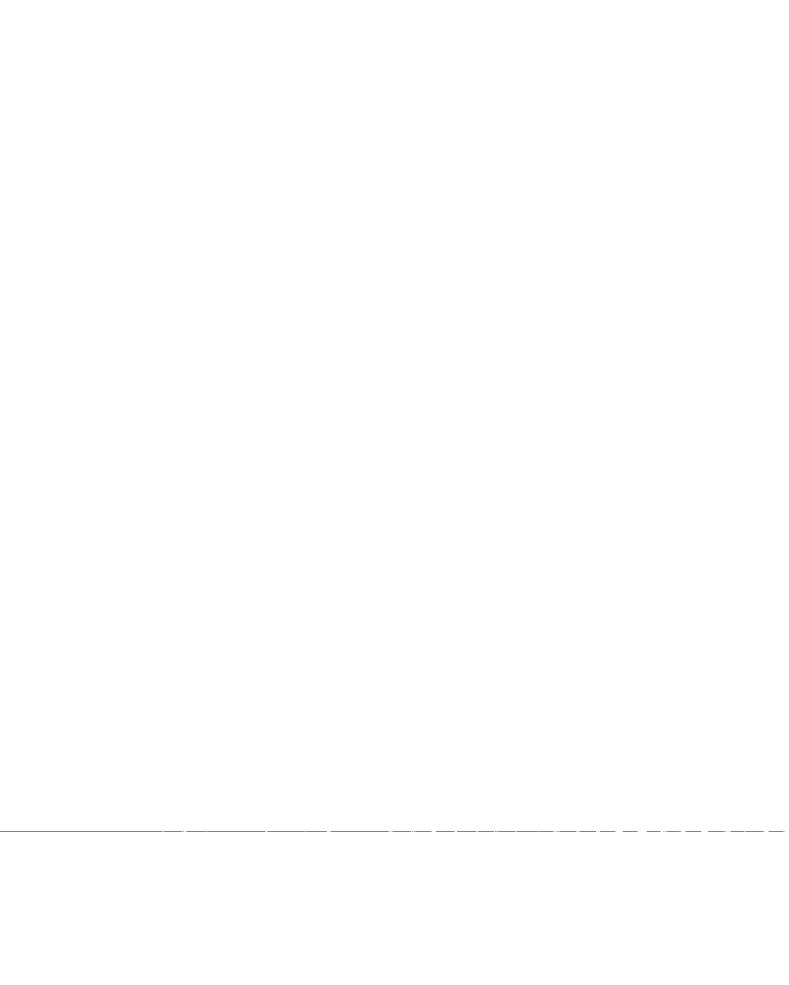
12

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- 21. <u>Assignment</u>. After notice to the Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property owned by Developer without the written consent of the Town. In the event that Developer sells the Property in its entirety and assigns its rights and responsibilities to a subsequent land owner, then Developer shall be relieved of all of its covenants, commitments and obligations hereunder.
- 22. <u>Excluded Property</u>. Notwithstanding anything contained herein to the contrary, the following property that is conveyed by Developer to a third party shall not be subject to or encumbered or burdened by this Agreement:
- A. A lot containing a single family attached dwelling unit for which a certificate of occupancy has been issued.
- 23. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of North Carolina.
- 24. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 25. <u>Agreement to Cooperate</u>. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.
- 26. <u>Agreements to Run with the Land</u>. This Agreement shall be recorded in the Union County Registry. The Agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.
- 27. <u>Hold Harmless</u>. Developer agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

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

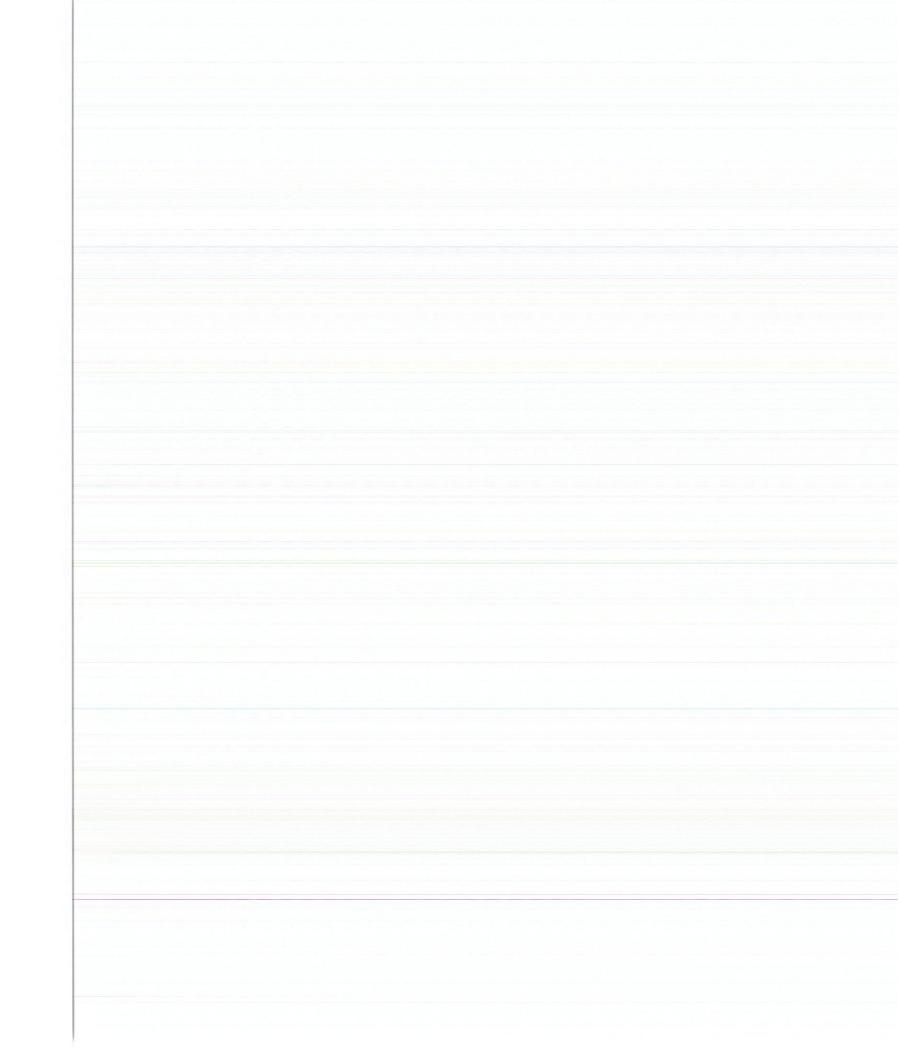
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representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

- 28. <u>Severability</u>. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.
- 29. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extend prohibited by law, any future action or right of action on the part of the Town of Stallings Town Council. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.
- 30. <u>Authority</u>. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the Developer or the County.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]



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

Developer:	
Douglas I. Marsh	_
Teri Thomas Marsh	_
Danny E. Price	
Robin C. Price	_
Dee L. Rittenour	_
Patricia A. Rittenour	_
Gerald Lee Funderburk	_
Rohin Funderhurk	

State of North Carolina County of	
I certify that the following persons personally a to me that he or she signed the foregoing docum	appeared before me this day, each acknowledging nent:
Douglas I. Marsh ar	nd Teri Thomas Marsh
Date:	
	Notary Public Signature
	Notary Public Printed or Typed Name
	My Commission Expires:

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State of North Carolina County of	
I certify that the following persons personally to me that he or she signed the foregoing documents to the foregoing documents of the signed that the following persons personally to me that he or she signed the foregoing documents of the signed that the following persons personally to me that he or she signed the foregoing documents of the signed that the following persons personally to me that he or she signed the foregoing documents of the signed that the following persons personally to me that he or she signed the foregoing documents of the signed that he or she signed the foregoing documents of the signed the foregoing documents of the signed the foregoing documents of the signed	appeared before me this day, each acknowledging ment:
Danny E. Price	and Robin C. Price
Date:	
	Notary Public Signature
	Notary Public Printed or Typed Name
	My Commission Expires:

State of North Carolina County of	
I certify that the following persons personall to me that he or she signed the foregoing doc	y appeared before me this day, each acknowledging ument:
Dee L. Rittenour	and Patricia A. Rittenour
Date:	
	Notary Public Signature
	Notary Public Printed or Typed Name
	My Commission Expires:

State of North Carolina County of	
I certify that the following persons personal to me that he or she signed the foregoing do	ly appeared before me this day, each acknowledging cument:
Gerald Lee Funder	burk and Robin Funderburk
Date:	
	Notary Public Signature
	Notary Public Printed or Typed Name
	My Commission Expires:

	Town:
	TOWN OF STALLINGS, NORTH CAROLINA
	By: Name: Title: Mayor
ATTESTED BY:	
Erinn E. Nichols, Town Clerk	
North Carolina County of Union	
and acknowledged that she is the C	, a Notary Public forCounty, at Erinn E. Nichols personally appeared before me this day clerk of the Town of Stallings, and that by authority duly signed in its name by its Mayor, sealed with its corporate as its City Clerk.
Witness my hand and official seal thi	s theday of May, 2019.
Witness my hand and official seal thi	Notary Public Signature
Witness my hand and official seal thi	
Witness my hand and official seal thi	Notary Public Signature
Witness my hand and official seal thi	Notary Public Signature Notary Public Printed or Typed Name
	Notary Public Signature Notary Public Printed or Typed Name
APPROVED AS TO FORM: Melanie Cox, Town Attorney	Notary Public Signature Notary Public Printed or Typed Name



EXHIBIT "A"

Stallings-Marsh Property

EXHIBIT "B"

Union-Marsh Property

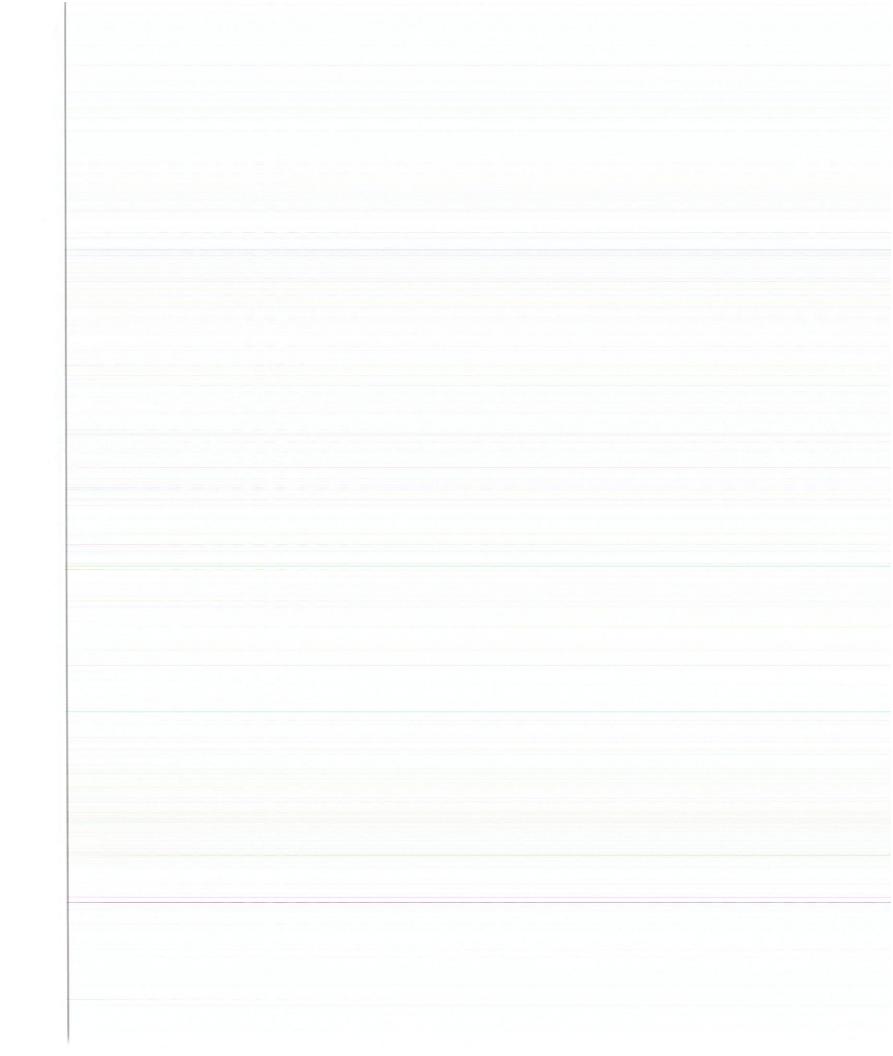


EXHIBIT "C"

Price Property

EXHIBIT "D"

Rittenour Property

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EXHIBIT "E"

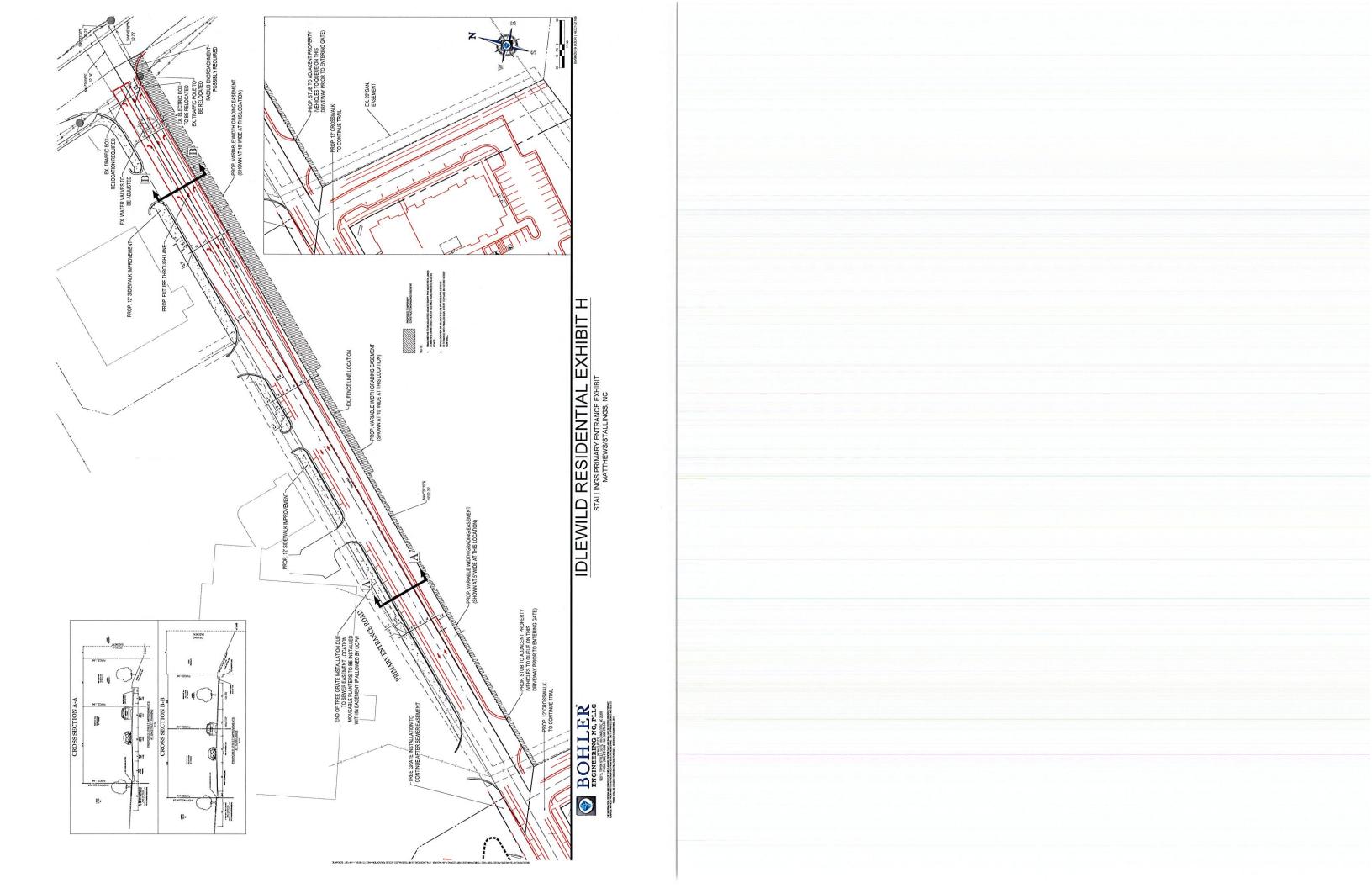
Funderburk Property

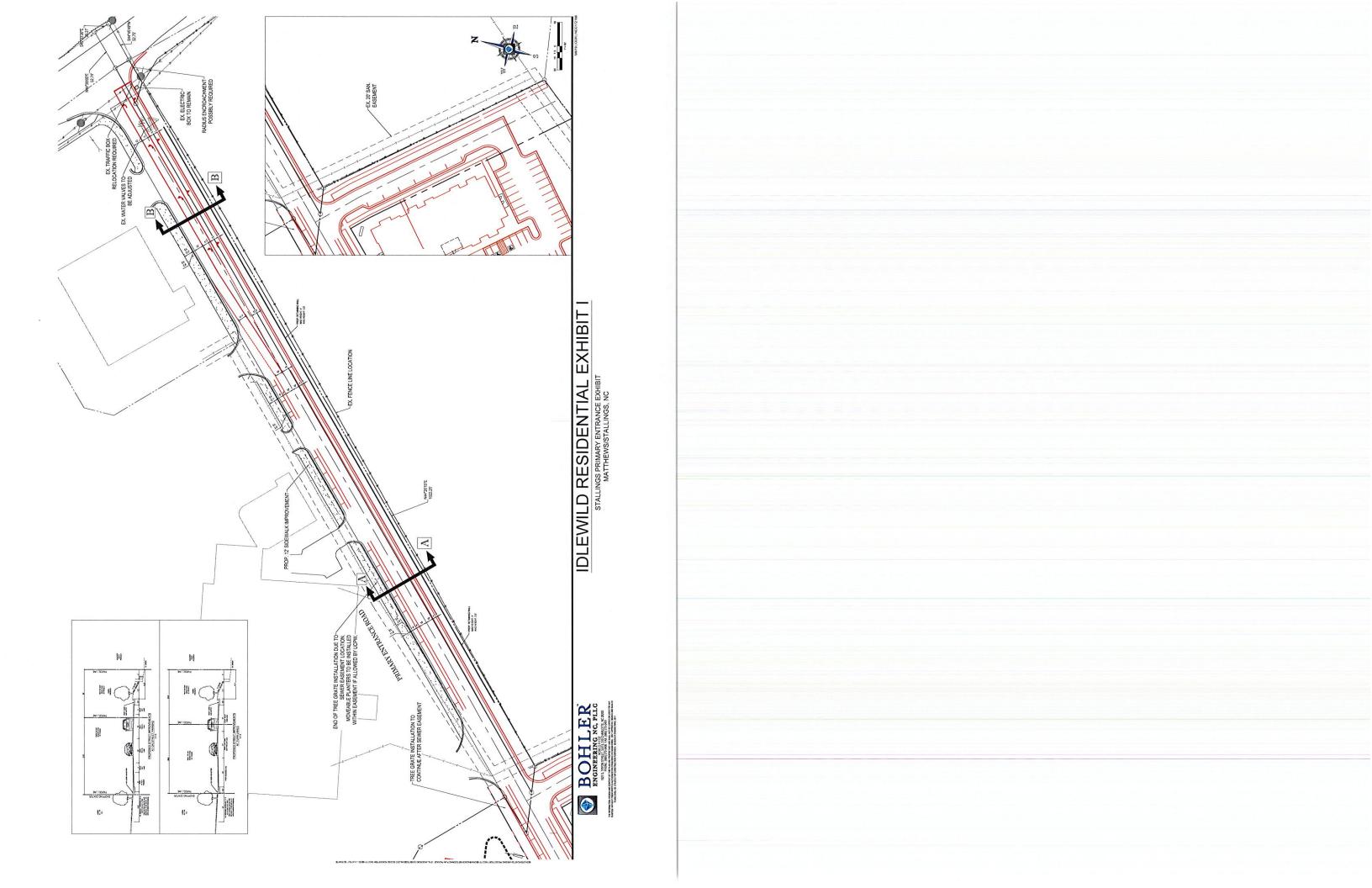


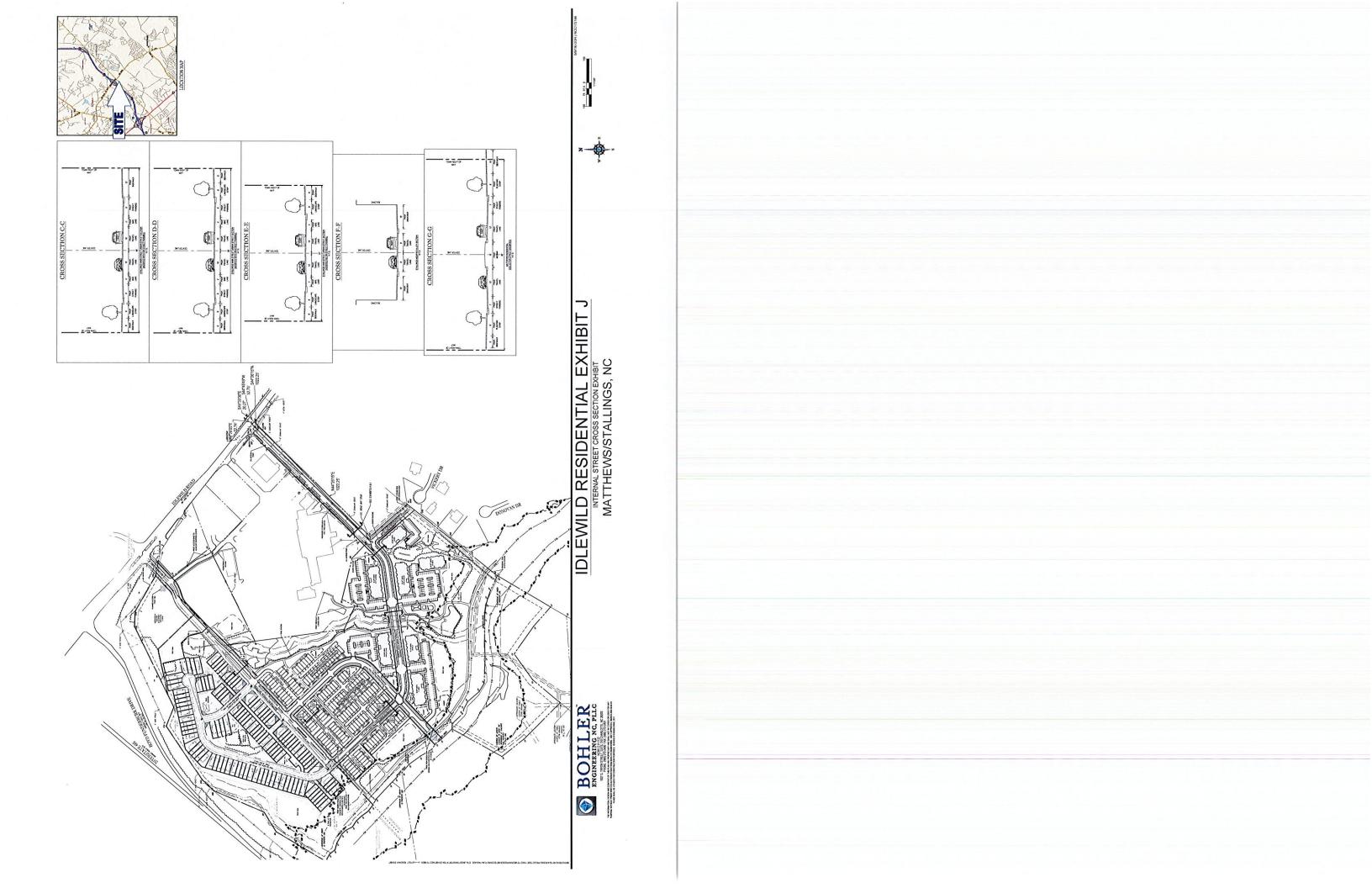
EXHIBIT "F"

Description of the Property











DESCRIPTION

The ACN/ARC/CLB Generation Series is a marriage of traditional shapes and contemporary styling. Its superior photometrics offer excellent illumination and uniformity for many of today's applications. Its styling blends well in many settings - historic districts, downtown streetscapes, roadways, residential neighborhoods, as well as city parks and educational institutions. The Generation Series sets a new standard for decorative post top luminaires.

S	t	r	e	e	t	W	O	r	k	S
J	·		C	C	L	VV	U			i

Catalog #	Туре
Project	
Comments	Date
Prepared by	

SPECIFICATION FEATURES

Construction

HOUSING: Heavy-duty cast aluminum housing and removable door. A single quarter turn fastener on the removable door provides tool-less access to wiring compartment, CAGE ASSEMBLIES: Cage assembly uprights and medallions are manufactured of heavy-duty cast aluminum and mounted to the exterior of the base housing via four stainless steel fasteners. Cage rings constructed of extruded aluminum and finished to match housing. TOPS AND FINIALS: Choose from multiple spun aluminum or acrylic tops and cast aluminum finials for customized fixture style. All solid tops are made of heavy-duty spun aluminum. TWISTLOCK GLOBE: The optional twistlock assembly offers ease of maintenance through instant access to both the lamp and ballast cover by twisting the top refractor assembly and lifting it from the mating lock plate.

Electrical

HID ballast assembly mounted to a tool-less removable tray with quick disconnects for ease of installation and maintenance. Wide toolless access door provides ample hand and tool room for terminal block and plug-in starter access. Available with HID sources up to 320W pulse start metal halide or 250W high pressure sodium.

Optical

REFRACTIVE GLOBE: High efficiency refractive optical systems constructed of lighting grade acrylic, or optional polycarbonate. Precisely designed utilizing a combination of refractive and reflective prisms to create Type III or Type V distributions while maintaining a consistent exterior form. HID lighting grade acrylic ensures long lasting optical clarity and resistance to the gradual discoloration that results from exposure to sunlight or UV radiating sources.

Mounting

Base casting slipfits over a standard 3" O.D. tenon and secured via four stainless steel allen head fasteners. 3G vibration

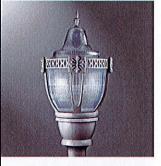
Finish

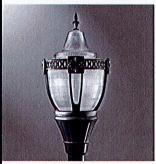
Cast and spun components finished in a five-stage premium TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Consult your Streetworks representative for a complete selection of standard colors including black, bronze, grey, white, dark platinum, graphite metallic and hartford green. RAL and custom color matches available.

Efficiency Standards Notice

Select luminaires are manufactured to USA and California efficiency regulations. Ordering information for these territories is provided. The installer is responsible for installation to comply with these regulations.







ACN/ARC/CLB GENERATION SERIES

70 - 320W Pulse Start Metal Halide 50 - 250W

High Pressure Sodium

DECORATIVE POST TOP **LUMINAIRE**

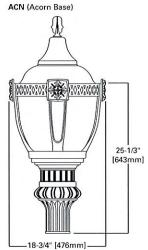
EPA Effective Projected Area: 2.1 Square Feet

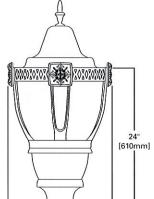
SHIPPING DATA Approximate Net Weight: 50 lbs. (23 kgs.)



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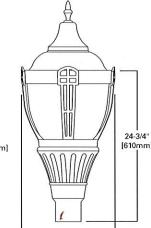
DIMENSIONS





-18-3/4" [476mm]

ARC (Architectural Base)



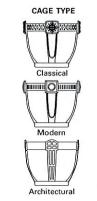
CLB (Classical Base)

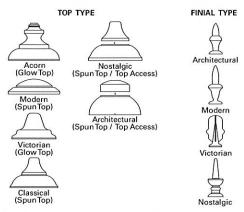




ACN/ARC/CLB GENERATION SERIES

CONFIGURATIONS





ORDERING INFORMATION

Sample Number: ACN17PWW33222BK

Product Family 1	Lamp Wattage ²	Lamp Type ³	Ballast Type 3	Voltage ³	Refractor Type	Cage Type 9	Тор Туре	FinialType
ACN=Acorn Base ARC=Architectural Base CLB=Classical Base	Pulse Start Metal Halide 70=70W 10=100W 15=150W 25=250W 32=320W High Pressure Sodium 50=50W 70=70W 10=100W 15=150W 25=250W	P=Pulse Start Metal Halide S=High Pressure Sodium	H=Reac./HPF K=10kV CWA ⁴ N=Hi.Reac./NPF P=Hi.Reac./HPF ⁵ R=Reac./NPF ⁶ W=CWA ⁷	2=120V 0=208V 4=240V 7=277V 8=480V ⁸ 9=347V W=Multi-Tap wired 120V N=Multi-Tap wired 277V	33=Type III 55=Type V	Classical 1=Classical Sun Gold B=Classical Antique Gold C=Classical Colonial Bronze Modern 2=Modern D=Modern Sun Gold E=Modern Antique Gold F=Modern Colonial Bronze Architectural 3=Architectural Sun Gold H=Architectural Sun Gold J=Architectural Colonial Bronze X=None	1=Acorn 2=Modern 3=Victorian 4=Classical 6=Nostalgic (Top Access) 7=Architectural (Top Access)	1=Victorian 2=Modern 3=Architectural 4=Nostalgic X=None
Color	Color Options (Add as Suffix)			Accessories (Order Separately)				
AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GN=Hartford Green GM=Graphite Metalli WH=White	2=Double Fuse (4=NEMA Photo A=Twistlock Glo R=Downlight Re	affector ad rass Banding ™ nts			AA2000=House Side Shield - Mogul-base Socket AA2001=House Side Shield - Medium-base Socket			

- NOTES:

 1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.

 2. Medium-base pulse start metal halide is standard in 150W and below.

 3. Consult an Eaton representative for lamp/ballast type/voltage compatibility.

 4. Available 50-150W. 120/240V or single voltage only.

 5. Pulse start metal halide EISA compliant high reactance ballasts are available in 70, 100 and 150 watts.

 6. Available in 120V only.

 7. Pulse start metal halide EISA compliant constant wattage autotransformer (CWA) ballasts are available in 150, 250 and 320 watts.

 8. Pulse start metal halide 150W 480V requires high reactance to meet EISA requirements.

 9. Cage type painted to match housing.

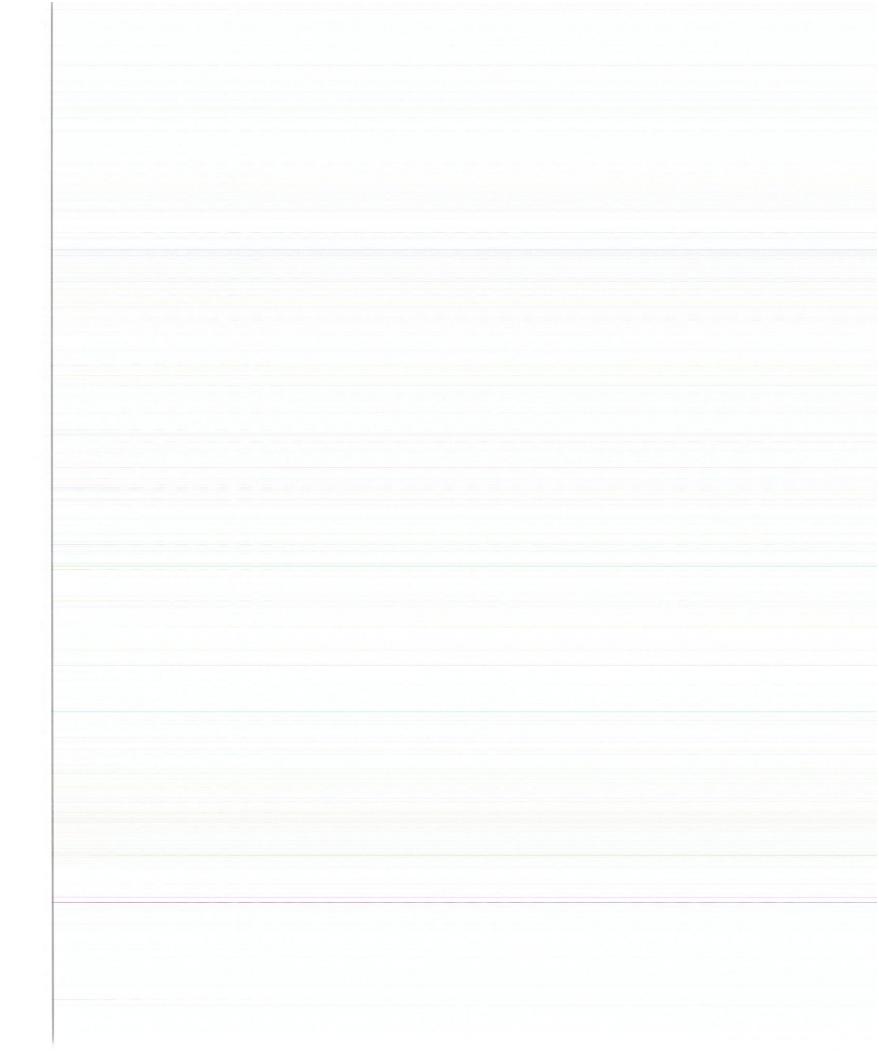
 10. Available Acorn and Victorian tops only. Finial finished in gold.

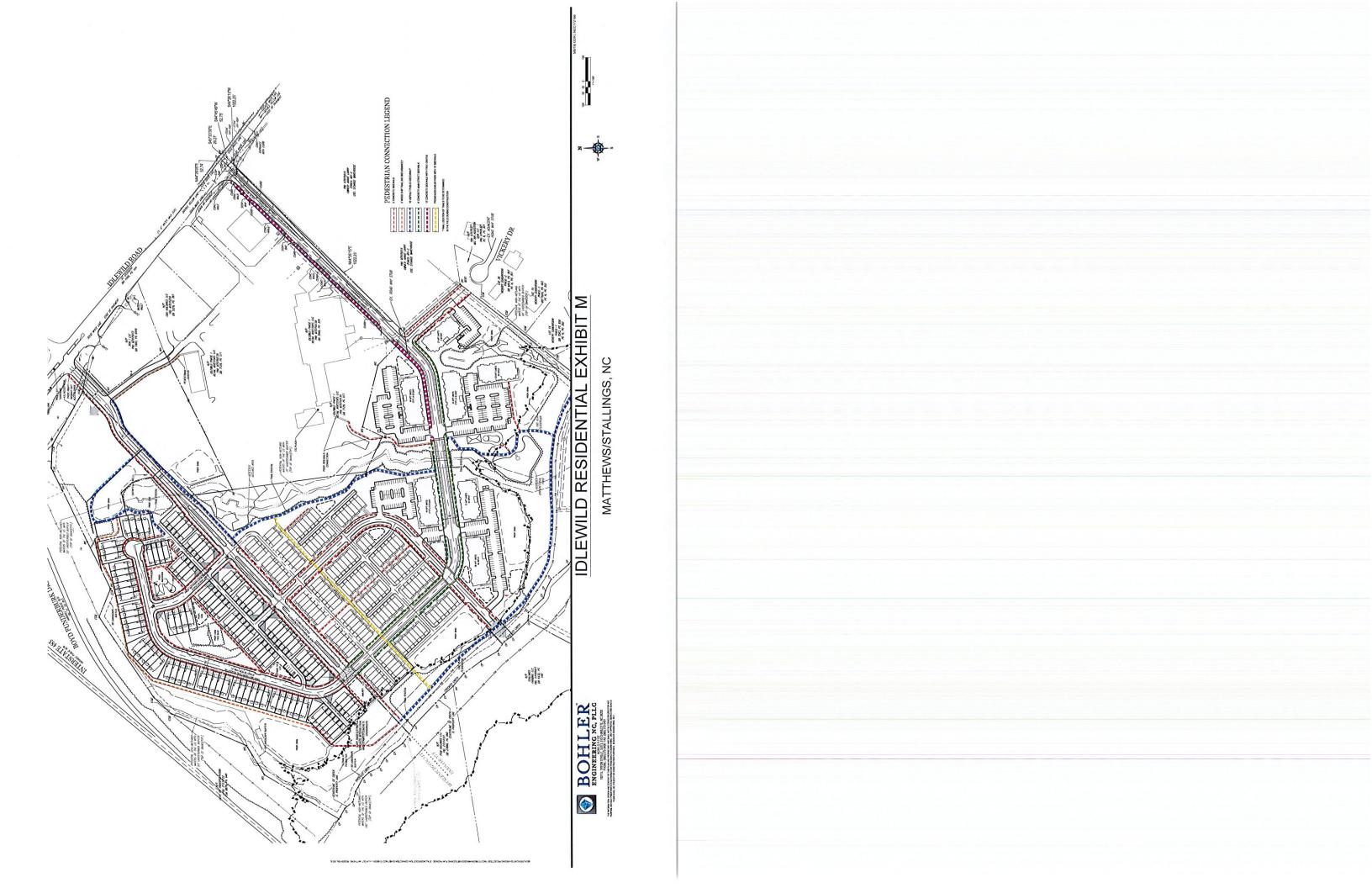


Eaton 1121 Highway 74 South Peachtree City, GA 30269 P: 770-486-4800 www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

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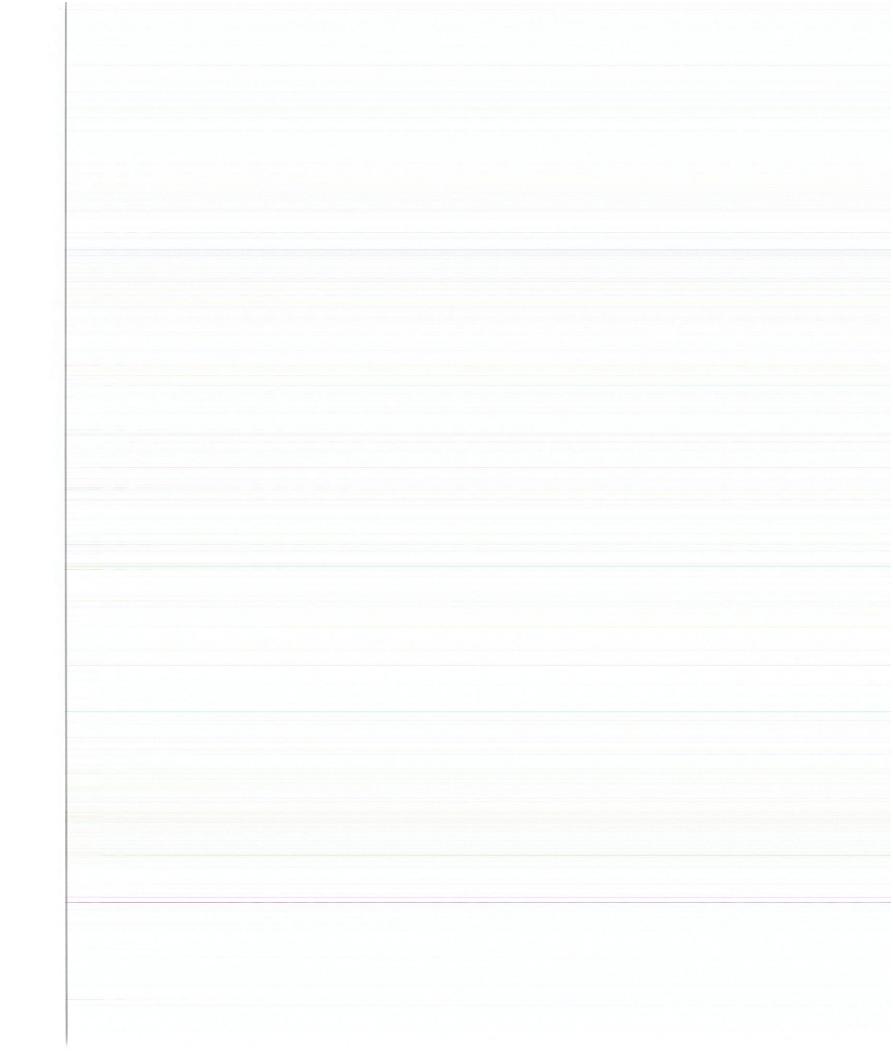


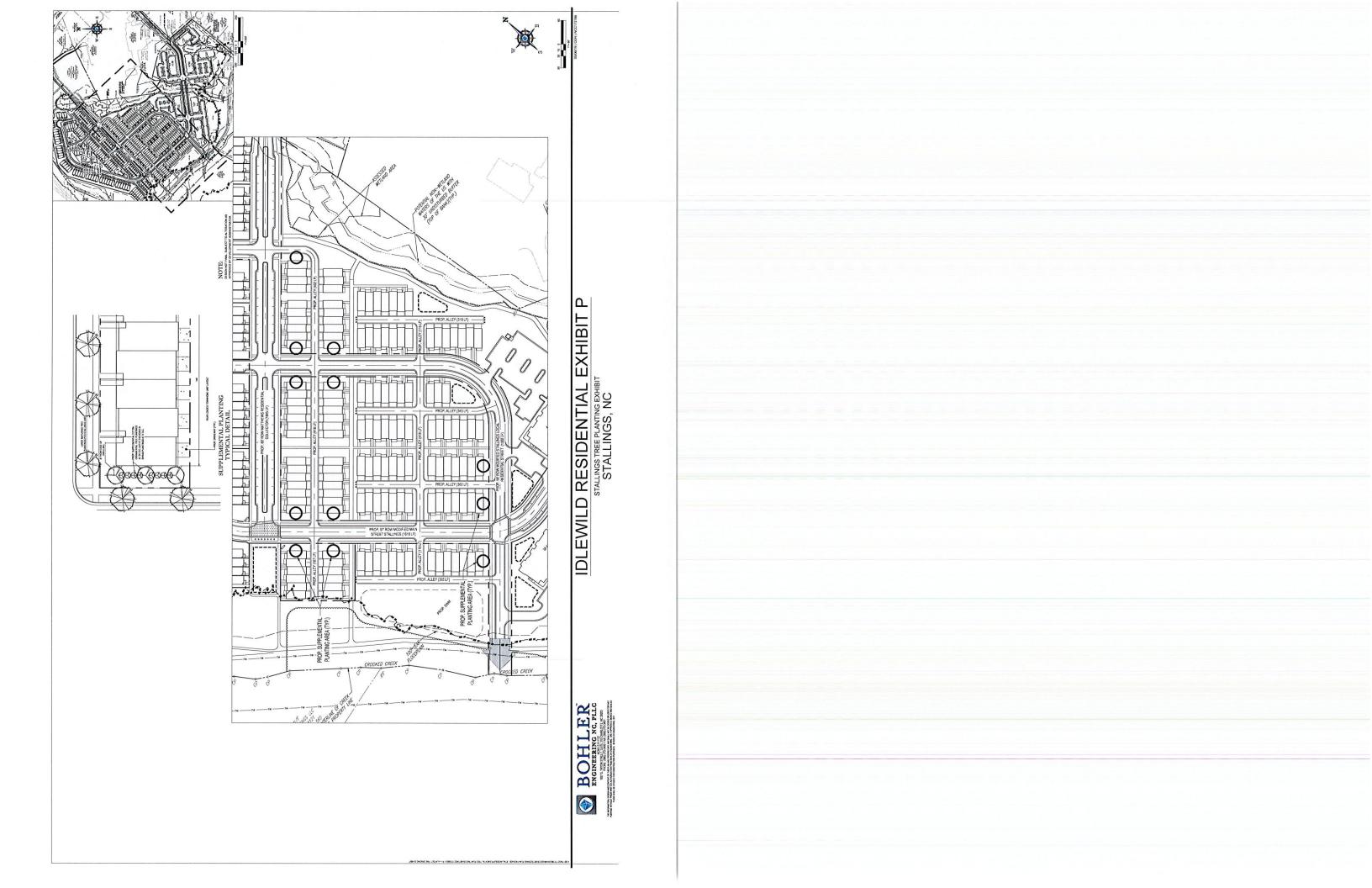


North 44 Property Management, LLC

Concept Elevations January 31, 2019 IDLEWILD RESIDENTIAL EXHIBIT O
Matthews / Stallings, North Carolina









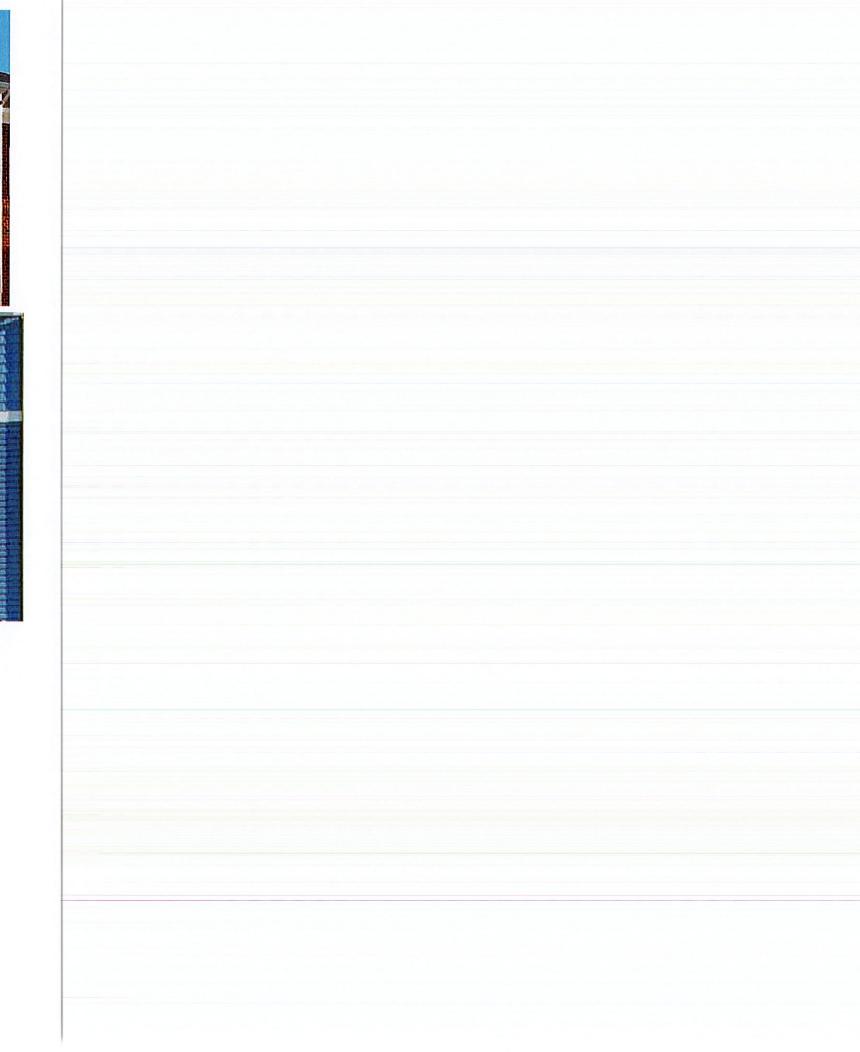


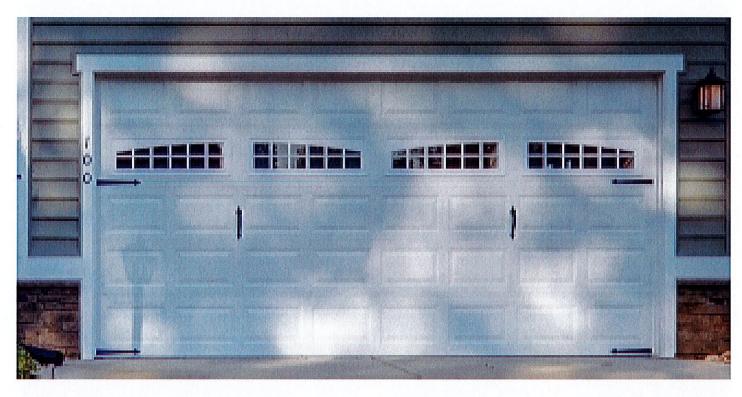
Front Elevation Window Examples



Rear Elevation Windows Example

Exhibit Q 5/06/19 Idlewild Development Agreement Stallings, NC







IDLEWILD RESIDENTIAL EXHIBIT R

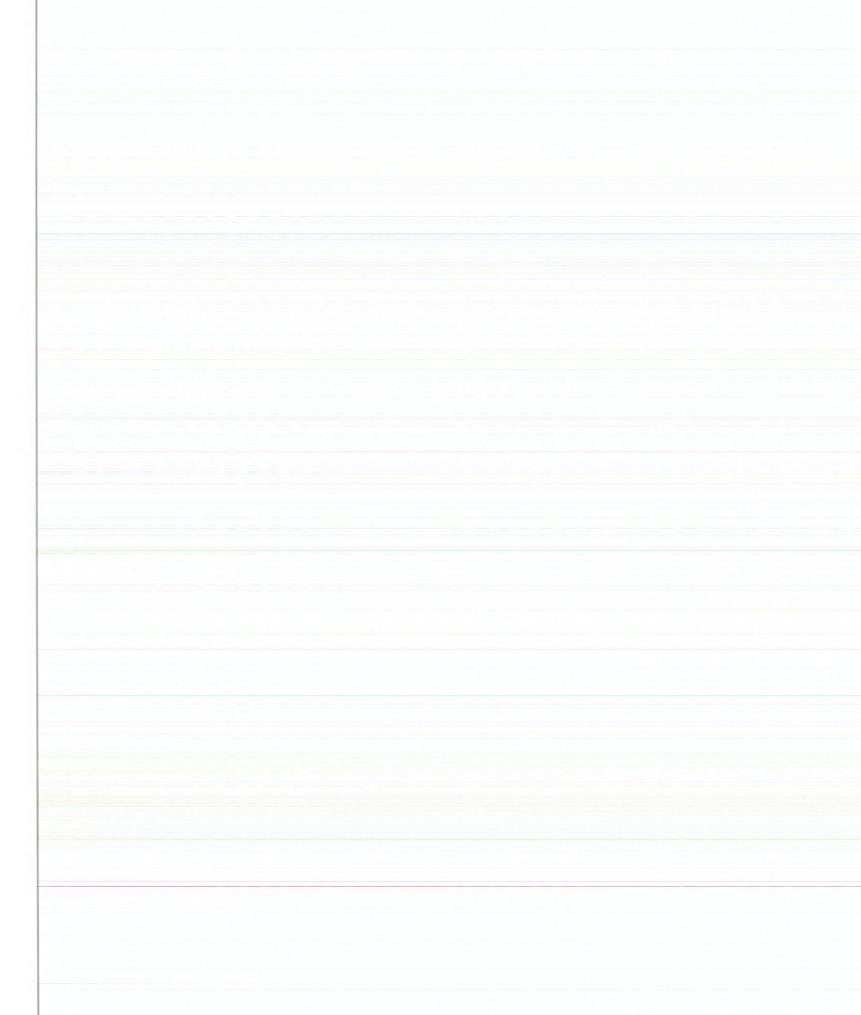


EXHIBIT "S"

Laws in Effect at the Time of the Agreement

- 1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement.
- 2. The Development Agreement and Concept Plan approved on May 13, 2019.
- 3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.



Agenda Item # 7.(A)

AMENDED BUDGET ORDINANCE - NO. 5

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2018-2019

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2018-2019 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the	Net increase or (Decrease)
Revenue:				
Expense: Transportation Department Sidewalks	10-20-4510-069	\$ 871,600	\$ 947,600	\$ 76,000
General Fund Balance Appropriation	10-99-3991-600	\$ 1,665,000	\$ 1,741,000	\$ 76,000

Explanation: amendment is to appropriate funds from the General Fund to the Transportation Department for additional amount needed for the construction of Chestnut Road sidewalks.

This Amendment to the Budget Ordinance shall be effective upon adoption.

The said Budget Ordinance, except as amended, shall remain in full force and effect.

ADOPTED this the 13th day of May, 2019.

7.501 TED tillo tillo Total day of May, 2010.	
	Wyatt Dunn, Mayor
Erinn Nichols, Town Clerk	_
Approved as to form:	
Melanie Cox, Town Attorney, Cox Law Firm, PLLC	_

Agenda Item # 7(B)

AMENDED BUDGET ORDINANCE - NO. 6

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2018-2019

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2018-2019 are hereby amended as set forth below:

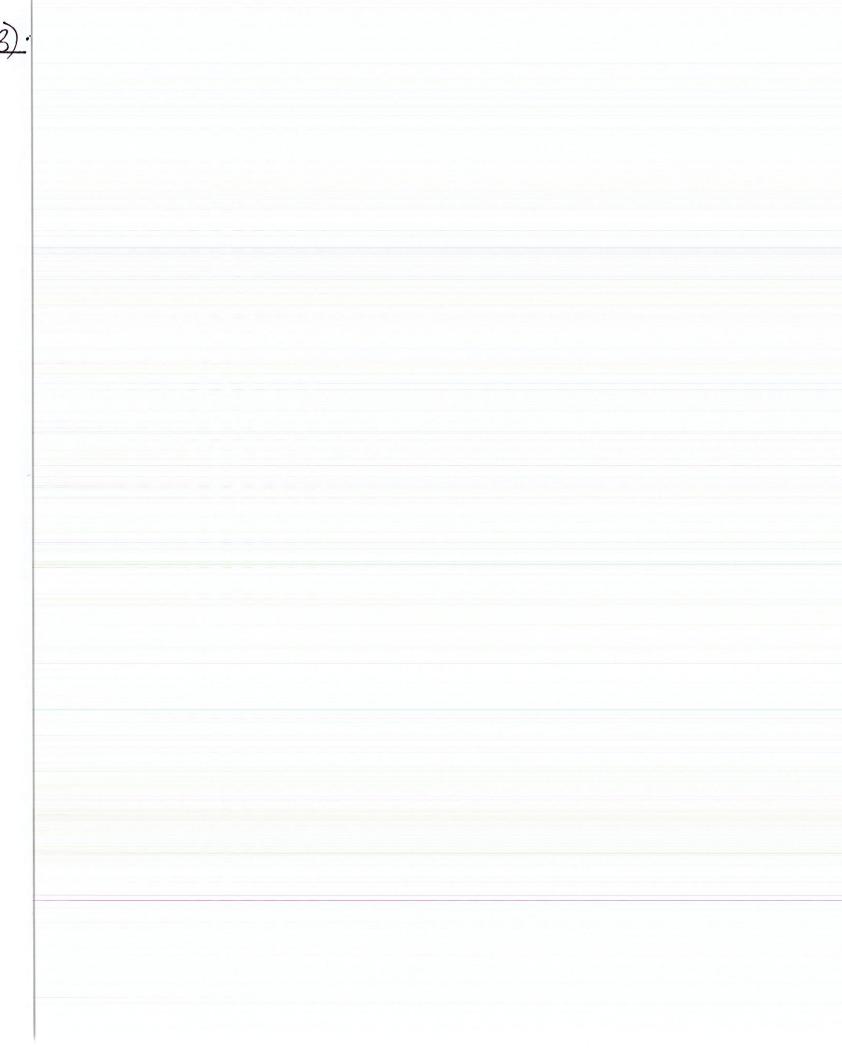
Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
Revenue: Expense: General Government Capital Outlay	10-00-8110-099	\$ 1,074,000	\$ 1,294,000	\$ 220,000
General Fund Balance Appropriation	10-99-3991-600	\$ 1,741,000	\$ 1,961,000	\$ 220,000

Explanation: amendment is to appropriate funds from the General Fund to the General Government Department for the purchase of 329 Stallings Road, Stallings, NC.

This	Amendment t	o the	Rudget	Ordinance shall	he effective	eunon	adoption
11113	/ IIII CHAILICHT	O HIC	Duuget	Oralialioc silali	DC CHCCHY	c upon	adoption

The said Budget Ordinance, except as amended, shall remain in full force and effect.

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ADOPTED this the 13th day of May, 2019.	
	Wyatt Dunn, Mayor
Erinn Nichols, Town Clerk	_
Approved as to form:	
Melanie Cox, Town Attorney, Cox Law Firm, PLLC	_



Agenda Item # 7.(C.)

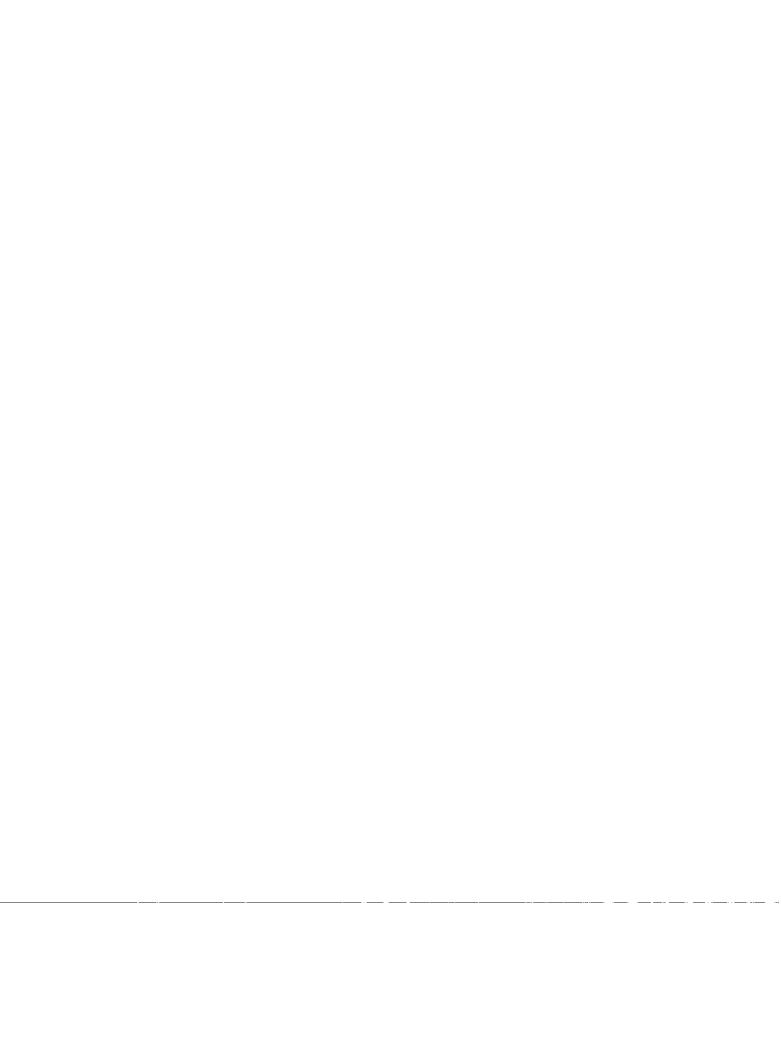
TOWN OF STALLINGS

CAPITAL PROJECT BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Stallings Town Council of Stallings, North Carolina, that the following amendments be made to the New Town Hall Building and Public Works Building Capital Project ordinance.

Section 1: To amend the New Town Hall and Public Works Capital Project Fund, the expenditures are to be changed as follows:

_			
Account Number			Increase
42-90-8190-058	Capital Outlay - Constr	\$42,000	
		•	ne New Town Hall Building and strong following revenues will be
Account Number			Increase
42-00-3990-097	Transfer in from Gene	ral Fund	\$42,000
•	nis capital project budge ce Officer for their direc		rnished to the Town Manager,
Adopted this 13th day	of May, 2019.		
		Wyatt Dunn, Mayor	
Attest:			
Erinn Nichols, Town Cle	erk		
Approved as to form:			
Melanie Cox, Town Att	orney		



Agenda	Item	#	9
3 - 1 - 1 - 1			



To: Town Council

From: Alex Sewell, Town Manager

Date: 5/8/19

RE: Employee Safety Bonus

<u>Purpose</u>: This memorandum provides background regarding the requested agenda item of Employee Safety Bonus.

<u>Background</u>: There was a request to place employee safety bonus on the agenda for 5/13/19 meeting. Information requested was a cost for doing a bonus similar to last year and whether the Town could use projected unspent funds in the FY 18-19 Budget to cover this potential cost.

To do a 2% bonus:1

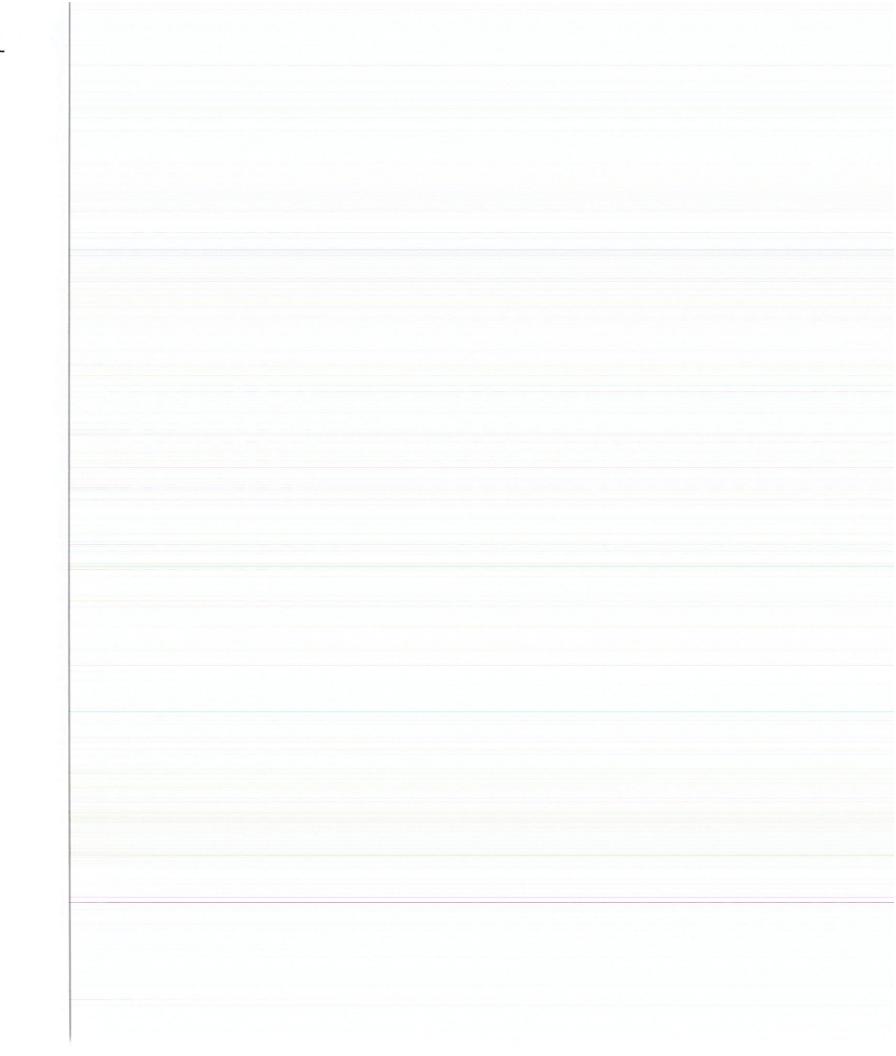
- PD Staff: \$29,400

- Non-PD Staff: \$19,200

- All Staff Combined: \$48,600

After consulting with the Town's Finance Officer, it is projected that the Town will have enough unspent funds in the FY 18-19 Budget at fiscal year-end to cover this cost.

Thank you to the Council for considering rewarding our officers for their service. In addition, I would recommend consideration of providing a bonus to other Town departments too.



¹ For simplicity, cost estimates are rounded up to the nearest hundred.