



December 13, 2021
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 10-07-2021 – closed (2) 10-11-2021 (3) 10-11-2021 – closed (4) 10-14-2021 – emergency (5) 10-14-2021 – closed (6) 10-20-2021 – special (7) 10-20-2021 – closed (8) 11-08-2021 – special (9) 11-08-2021 – closed - 1 of 2 (10) 11-08-2021 (11) 11-08-2021 – closed 2 of 2 (12) 11-16-2021 – special (13) 11-16-2021 – closed (14) 11-17-2021 – special (15) 11-17-2021 – closed (16) 11-22-2021 (17) 12-06-2021 – special (18) 12-06-2021 – closed B. Request staff to draft ordinance allowing chickens under certain conditions (<i>Grooms</i>) C. Resolution Adopting NCDOA New Retention Schedule Update D. Employee Christmas Gift E. Freesia Court Drainage Improvement Project	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i> Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____

		F. Downtown Streetscape Work & Grant Authorization Staff Recommendations		
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:45 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i> Motion: I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____
4.	7:50 p.m.	Stinson Farms (A) CZ12.02.01 (1) Open Public Hearing (2) Information from Staff (3) Public Hearing (4) Close Public Hearing (5) Council Vote (B) Settlement Agreement	Max Hsiang, Town Planner Mac McCarley, Attorney Andy Santaniello, Attorney	Approve/Deny CZ Approve/Deny settlement agreement
5.	8:50 p.m.	RZ21.08.06 – 132 Stallings Road <i>Rezoning from TC to SFR-1</i> (A) Open Public Hearing (B) Information from Staff (C) Public Hearing (D) Close Public Hearing (E) Council Vote	Max Hsiang, Town Planner	Approve/Deny RZ
6.	9:05 p.m.	TX21.11.04 – Table 8.1: Table of Uses Update (A) Open Public Hearing (B) Information from Staff (C) Public Hearing (D) Close Public Hearing (E) Council Vote	Max Hsiang, Town Planner	Approve/Deny TX
7.	9:20 p.m.	Resolution for Purchase of 2725 Old Monroe Road	Alex Sewell, Town Manager	Approve/Deny resolution
8.	9:30 p.m.	Recognition of Outgoing Council Member Lynda Paxton	Alex Sewell, Town Manager	Presentations

9.	9:40 p.m.	Oaths of Office A. Re-appointed Council Members <i>Brad Richardson</i> <i>David Scholl</i> B. New Council Members <i>Taylor-Rae Drake</i> <i>Graham Hall</i> <i>*New Members to take their seats at the Council Dias.</i>	Alex Sewell, Town Manager	Oaths of Office
10.	10:00 p.m.	Organizational Meeting Items A. Appointment of Mayor Pro Tempore B. Appointment of Charlotte Regional Transportation Planning Organization (CRTPO) alternate delegate. (<i>The Mayor is the automatic delegate.</i>) C. Appointment of Centralina Regional Council (CRC) delegate and alternate D. Appointment of Council Members for the following committees: <i>Each committee needs two (2) Council Members except for those with an *. All terms are for two (2) years.</i> (1) Planning Board/Board of Adjustment* (2) Parks and Recreation Committee (3) Public Safety Advisory Committee (4) Transportation Advisory Committee (5) Stormwater Advisory Committee (6) Historical Committee (7) Union County Public Schools* (8) QUAD Alliance* (9) WUMA* E. Rules of Procedure re-adoption F. Approval of 2022 meeting schedule G. Approval of 2022 holiday schedule H. Annual Retreat – Feb. 12, 2022 I. Planning Board Alternates (<i>Sewell</i>)	Alex Sewell, Town Manager	Appoint members Approve/Deny schedules
11.	10:20 p.m.	Adjournment		Motion to adjourn

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

The Town Council of the Town of Stallings met for its regular meeting on October 11, 2021, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Those absent were: Mayor Wyatt Dunn.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Ashley Platts, Parks and Recreation Director; Brian Price, Public Works Director; Marsha Gross, Finance Officer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Pro Tempore Lynda Paxton welcomed everyone to the meeting and Council Member Heather Grooms delivered the invocation. Mayor Pro Tempore Paxton then led the Pledge of Allegiance and called the meeting to order.

Public Comments

Julie Filter, Park Place, due to the lots of contamination of chicken from grocery stores and cost of eggs and chicken, she wanted the Council to consider an updated poultry ordinance to allow backyard chickens. She stated that chickens produced chicken fertilizer, made good pets and were easy to take care of. Ms. Filter stated that many local towns allowed for backyard chickens but Stallings did not. She requested an official ordinance allowing chickens with reasonable standards.

Bob Ragon, 5000 Cinnamon Drive, was present to speak about the speed limit at the Chestnut Road Roundabout. It was 45 mph from all directions, and he requested a lower the speed limit as it was dangerous to cross near Colonel Beatty Park and dangerous to get from the new apartments to Mario's.

1. Approval of Consent Agenda Items

A. Minutes from the following meetings:

- (1) 08-09-2021 – closed
- (2) 08-23-2021 – special
- (3) 08-23-2021 – closed
- (4) 09-13-2021 – special
- (5) 09-13-2021 – closed 1
- (6) 09-13-2021
- (7) 09-13-2021 – closed 2
- (8) 09-20-2021 – special

(9) 09-24-2021 – special

B. Town Hall Door Replacement/Key Fob System

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

2. Reports

A. Report from the Mayor

Mayor Dunn was not present to give a report.

B. Reports from Council Members/Town Committees

Council Member Scholl reported that he has participated in the Centralia Regional Council meeting regarding the new section of the light rail.

Council Member Grooms had no report.

Council Member Ayers informed all that at the WUMA meeting it was reported that the new library plans near Waxhaw were being finalized. The group also talked about the issues with local AirBnB because they were not long term or short-term rentals. Union County Police were also seeing upticks in scams against the elderly.

Council Member Paxton stated she enjoyed the Union West Atrium tour.

Council Member Richardson had no report.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported on the following issues:

- On the audio of the meetings, some of the members voices were faint so please speak into microphones
- Town budget issues have been sent to the state officials in Raleigh.
- Street resurfacing would be finished by the end of next week.
- Assistant Town Manager Nichols reported that the Town was waiting on the Monroe Union County Economic Development Commission to form. Once that happened, that entity would hire the Economic Development person who would partially serve the Town of Stallings.
- Parks and Recreation Director Platts reported to the Council on the future enhancements to Blair Mill Park (new playground apparatus, ADA compliance,

landscaping); Privette Park Phase One; and a reminder that Stallings Fest was coming up on September 23.

- Finance Officer Gross stated that the Council had received the Town's updated Five-Year Financial Plan. The Plan would be formally presented to the Council at its next meeting. The Plan showed a 3% escalation in revenue.

3. Agenda Approval

Mayor Pro Tem Paxton requested adding attorney client privilege to the closed session, subsection (3), to Agenda Item 11. Council Member Ayers requested adding Agenda Item 10.A., Backyard Chickens.

Council also held consensus to have staff bring back information regarding the speed limits and crosswalks around the Chestnut Road Roundabout.

Council Member Richardson made the motion to approve the changes with the above noted additions. The motion as seconded by Council Member Scholl which passed unanimously.

4. Parks and Recreation – Blair Mill Greenway

- A. Background and Update – Ashley Platts
- B. Review Funding Plan – Marsha Gross
- C. Plan Review – Destination by Design

Parks and Recreation Director Platts reviewed the background and updates on the Blair Mill Greenway and explained that staff was requesting Council authorize staff to take the necessary actions to bid the project. The background information and request from Director Platts is attached to these minutes and therefore incorporate herein

Finance Officer Gross explained that the Council had set aside \$550,000 in the CMIP for this portion of the Greenway and there was an additional \$82,000 available from Fees in Lieu of Parklands.

Eric Woolridge, Destination by Design, presented the Council with the plans for the Blair Mill Greenway. These plans and presentation are attached to these minutes and therefore incorporated herein.

Council Member Ayers made the motion to authorize and direct staff to take necessary actions to bid the project, Vickery portion of the Blair Mill Greenway Project. The motion was seconded by Council Member Grooms and passed unanimously by Council.

5. Municipal Survey Partnership with Western Carolina University

Assistant Town Manager Nichols explained that the Town had an opportunity to partner with Western Carolina University to conduct a new municipal survey, one of Council's priorities. The cost would be \$7200. Ms. Nichols' memo regarding this item is attached to these minutes and therefore incorporated herein.

Council Member Scholl made the motion to have staff partner with Public Policy Institute to conduct a citizen survey as outlined in the Town Council's priorities. The motion was seconded by Council Member Ayers and passed unanimously by Council.

6. Waste Connections Contract Amendment

Assistant Town Manager Nichols explained that Waste Connections had requested removing the recycling perks component from the Town's contract. Ms. Nichols negotiated removal of that component with the addition of Waste Connections sponsorship of the Town's two annual shred events as well as the annual sponsor of the Town's Christmas event until the end of the contract.

Council Member Scholl made the motion to approve the Waste Connections Contract Amendment with Council Member Grooms seconding. The motion was passed unanimously by Council. The Waste Connections Contract Amendment is attached to these minutes and therefore incorporated herein.

7. Powell Bill Formula Discussion (Scholl)

Council Member Scholl requested Council discuss the possibility of lobbying for a formula change for Powell Bill. After Council discussion, it was consensus to have Council Member Paxton send Bob Cook's information to the rest of Council for further consideration.

8. Right-of-Way/Sidewalks Grass Cutting (Scholl)

Council Member Scholl explained that he knew of three instances in the past month where residents were complaining about the cutting along Stallings Road and requested an update on cutting along the sides of the road.

Public Works Director Brian Price explained that Council had directed staff bid out these landscaping issues throughout Town. The staff had gone out to bid, received no bids, went out to bid again and received one bid. Staff would be bringing the information regarding that bid at its next meeting.

9. Citizen Advisory Committee (Paxton)

Policy and Structure Review

Council Member Paxton explained the Town had many committees and many vacancies on those committees. She requested the Council review its committee policy as far as the number of committees and their structures.

10. Government Center Public Use (Paxton)

Council Member Paxton reported that she had several people requesting to use the Town's new Government Center for rentals. Council held discussion about the possibility of rentals in the Government Center.

10.A. Backyard Chickens Information (Ayers)

Council Member Ayers stated that a number of people wanted backyard chickens and wanted Stallings to do what Matthews and Indian Trail was doing in allowing backyard chickens. Council held consensus to have staff investigate what neighboring Towns were doing in regard to backyard chickens and how it was policed.

11. Closed Session pursuant to NCGS 143-318.11(a)(5), (6), and (3)

Parcels: 07126007A; 07129315

Council Member Grooms made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5), (6), and (3). The motion received Council's unanimous support after a second from Council Member Scholl.

Council Member Richardson made the motion to invite Finance Officer Gross and Broker Greg Cox into the closed session. The motion was seconded by Council Member Ayers and received Council's unanimous support.

Council recessed into closed session at 8:48 p.m. and reconvened into open session at 10:19 p.m.

12. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at 10:20 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for an emergency meeting on October 14, 2021, at 7:30 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Those absent were: Council Member Heather Grooms.

Staff present were: Alex Sewell, Town Manager; Melanie Cox, Town Attorney; Marsha Gross, Finance Officer; and Mary McCall, Deputy Town Clerk.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session Pursuant to NCGS 143-318.11(a)(5)

Parcel: 07126007A; 2725 Old Monroe Road, Stallings, NC

Council Member Scholl made the motion to go into closed session pursuant to NC143-318.11(a)(5) regarding parcel 07126007A, 2725 Old Monroe Road, Stallings, NC. Mr. Greg Cox, Bissell Properties, was also invited into the session. The motion was seconded by Council Member Ayers and passed unanimously by the Council.

Council went into closed session at 7:30 p.m. and reconvened in open session at 9:06 p.m.

3. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at 9:07 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for a special meeting on October 20, 2021, at 6:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/87416786939?pwd=WE1oSWFvTmJCaWtTb0swN2tKSHM1dz09>) or the Zoom app (Meeting ID: 874 1678 6939; Password: 827296).

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms: Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Andy Santaniello; AJ Elmes; and Mac McCarley, Town Planning Attorney.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session pursuant to NCGS 143-318.11(a)(3): JLA3 et al v. Town of Stallings

Council Member Ayers made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) JLA3 et al v. Town of Stallings. The motion was seconded by Council Member Paxton and passed unanimously by Council.

Council went into closed session at 6:02 p.m. and reconvened in open session at 6:31 p.m.

3. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Grooms, and the motion received unanimous support. The meeting was adjourned at approximately 6:32 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for a special meeting on November 8, 2021, at 5:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/81032494995?pwd=YUJjaitRaU1uM3hDY2JlL2JlUm5LUT09>) or the Zoom app (Meeting ID: 810 3249 4995; Password: 949231).

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms: Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Andy Santaniello; Max Hsiang, Town Planner; Matthew West, Planning Technician; and Mac McCarley, Town Planning Attorney.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session pursuant to NCGS 143-318.11(a)(3): JLA3 et al v. Town of Stallings

Council Member Scholl made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) JLA3 et al v. Town of Stallings and invite Mr. Hsiang and Mr. West into the session. The motion was seconded by Council Member Paxton and passed unanimously by Council.

Council went into closed session at 5:02 p.m. and reconvened in open session at 6:02 p.m.

3. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Grooms, and the motion received unanimous support. The meeting was adjourned at approximately 6:03 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on November 8, 2021, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Those absent were: Mayor Wyatt Dunn.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Town Planner; Matthew West, Planning Technician; Brian Price, Public Works Director; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Pro Tempore Lynda Paxton welcomed everyone to the meeting and Council Member Grooms delivered the invocation. Mayor Pro Tem Paxton then led the Pledge of Allegiance and called the meeting to order.

Public Comments

No one was present who wanted to give public comment.

1. Approval of Consent Agenda Items

A. Minutes of the following meetings:

- (1) 09-20-2021 – closed
- (2) 09-24-2021 – closed
- (3) 09-27-2021
- (4) 10-07-2021 – special

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

2. Reports

A. Report from the Mayor

Mayor Dunn was not present to give a report.

B. Reports from Council Members/Town Committees

Council Member Scholl stated that he thought Stallings Fest was excellent and thanked staff for their efforts.

Council Members Grooms, Ayers, Paxton, and Richardson had no reports.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported on the following:

- Introduction of Max Hsiang as the new Planning Director
- Proud of effort of all staff for Stallings Fest
- P3 intersection – Union County wanted to change some of the design from a utilities standpoint removing the process of boring underneath the road
- Lawyers Road/Emerald Lake Roundabout – Bid out in July 2022; construction in August 2022
- Assistant Town Manager Nichols updated the Council on the ARPA Funds stating that staff was working with Centralina Regional Council to understand the perimeters from the government. Staff would bring project ideas to Council for discussion and final approval.
- Chief Franks shared that the Police Department was participating in No Shave No November. For \$30/month, officers did not have to have to shave their facial hair. All proceeds went to the Hometown Heroes, Union County which assisted those with childhood cancer and families.
- Parks and Recreation Director Platts thanked the Council for its support of Stallings Fest. She also reported that Christmas had begun, and lights would come on soon. The Christmas Tree lighting would be on Dec. 4 with Reindeer Games activities throughout that week. Parks projects for Blair Mill and Privette Parks would be coming to Council at the December meeting.

3. Agenda Approval

Council Member Paxton requested adding parcel 07129315 to the closed session. Council Member Richardson made the motion to approve the Agenda which the above addition. The motion received Council's unanimous support after a second from Council Member Grooms.

4. RZ 21.08.06 – 132 Stallings Rd Re-Zoning from TC to SFR-1

This item was deferred from Sept. 27.

Council Member Paxton explained this item was deferred from Sept. 27 from a request by the owner. She re-opened the public hearing and Planning Technician West presented the Council with information on the rezoning request. Mr. West's presentation is attached to these minutes and

therefore incorporated herein. There were no conditions recommended on the application. The Planning Board recommended approval of the request on September 21, 2021.

Applicant Judy Buchanan requested the Council defer the rezoning decision until after the first of the year. Council Member Paxton then closed the public hearing.

Council Member Richardson made the motion to defer the decision on this item per the applicant's request. Council Member Scholl seconded the motion to which Council approved unanimously.

5. CZ21.04.01 – CZ – Ag – Wilson

This item was deferred from Sept. 27. This was a request to resume the public hearing on this item at the November 22, 2021, Council Meeting.

The Applicant requested deferral of this item and staff recommended approval of the request. The applicant would go before the Planning Board the following week. Council held consensus to set the new date for Council to hear this item on November 22, 2021.

6. Landscaping Contract

Public Works Director Brian Price explained to the Council that per Council direction, staff went out to bid for several landscaping items throughout Town. Mr. Price presented the Council with the background, history, scope, and bids for the project. This presentation is attached to these minutes and therefore incorporated herein.

Council Member Scholl made the motion to approve the contract with Smith Grounds for the roadside cutting, Town Hall, and Blair Mill Park contingent upon Town Attorney Cox's approval at a cost of \$60,540/year. The motion was passed unanimously after a second from Council Member Ayers.

7. Parks and Recreation Committee Application Consideration

Council Member Richardson made the motion to appoint Randall Miller to the Parks and Recreation Committee with term expiring March 31, 2023. The motion received Council's unanimous support after a second from Council Member Scholl.

8. Closed Session pursuant to NCGS 143-318.11(a)(5) regarding Parcel 07126007A; 2725 Old Monroe Road, Stallings, NC

Council Member Richardson made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5) regarding Parcel 07126007A; 2725 Old Monroe Road, Stallings, NC as well as parcel 07129315. The motion passed unanimously after a second by Council Member Scholl.

Council went into closed session at 7:34 p.m. and reconvened into open session at 8:54 p.m.

9. Adjournment

Council Member Grooms moved to adjourn the meeting, seconded by Council Member Richardson, and the motion received unanimous support. The meeting was adjourned at 8:54 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for a special meeting on November 16, 2021, at 5:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/81784457806?pwd=RW14M0NNZjhMTUk0dG5rTXkrZ3htUT09>) or the Zoom app (Meeting ID: 817 8445 7806; Password: 044787).

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager; and Town Clerk; and Melanie Cox, Town Attorney.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session Pursuant to NCGS 143-318.11(a)(5): Parcel 07126007A

Council Member Scholl made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5), parcel 07126007A, and invite Greg Cox, Bissell Properties, and Craig Lynch, Parker Poe Law Firm, into the closed session. The motion was seconded by Council Member Paxton and passed unanimously by Council.

Council went into closed session at 5:02 p.m. and reconvened in open session at 6:13 p.m.

3. Discussion of approval of contract for the sale of Parcel 07126007A; 2725 Old Monroe Road

Council Member Richardson made the motion to table this item. The motion received Council's unanimous support after a second from Council Member Scholl.

4. Adjournment

Council Member Paxton moved to adjourn the meeting, seconded by Council Member Scholl, and the motion received unanimous support. The meeting was adjourned at approximately 6:14 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

DRAFT

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

The Town Council of the Town of Stallings met for a special meeting on November 17, 2021, at 5:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/81784457806?pwd=RW14M0NNZjhMTUk0dG5rTXkrZ3htUT09>) or the Zoom app (Meeting ID: 817 8445 7806; Password: 044787).

Those present were: Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Those absent were: Mayor Wyatt Dunn.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager; and Town Clerk; and Melanie Cox, Town Attorney.

1. Call the meeting to order

Mayor Pro Tem Paxton called the meeting to order.

2. Closed Session Pursuant to NCGS 143-318.11(a)(5): Parcel 07126007A

Council Member Scholl made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5), parcel 07126007A, and invite Craig Lynch, Parker Poe Law Firm, into the closed session. The motion was seconded by Council Member Grooms and passed unanimously by Council.

Council went into closed session at 5:00 p.m. and reconvened in open session at 6:13 p.m.

3. Discussion of approval of contract for the sale of Parcel 07126007A; 2725 Old Monroe Road

Council Member Ayers made the motion to table this item. The motion received Council's unanimous support after a second from Council Member Richardson.

4. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Richardson, and the motion received unanimous support. The meeting was adjourned at 5:18 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on November 22, 2021, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, and Brad Richardson.

Those absent were: Council Member David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Town Planner; Matthew West, Planning Technician; Kolleen Dickinson, Code Enforcement Officer; Marsha Gross, Finance Officer; and Mac McCarley, Planning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

No one was present to give public comment.

1. Agenda Approval

Town Manager Sewell requested adding Agenda Item 5.A., *U5112, Potter/Pleasant Plains Intersection Update*. Council Member Ayers made the motion to approve the Agenda with the above addition. The motion was approved unanimously after a second from Council Member Paxton.

2. CZ21.04.01 – CZ – Ag – Wilson

Mayor Dunn reopened the public hearing. Planning Technician Matthew West presented the Council with the information and background on this request. This presentation is attached to these minutes and therefore incorporated herein. The Planning Board first recommended denial in July 2021. The Council first heard in August 2021 and asked for further clarification/discussion from the applicant.

The applicant revised the request was now requesting six specific uses instead of the original fifteen. Staff noted that an agricultural based business was inconsistent with the Land Use Plan. The Planning Board approved the revised application in November 2021 with two conditions:

- 20 ft. buffer along the road
- 30 ft. buffer along Fairhaven near the mulching area

Chris Duggan, attorney for the applicant, was concerned about the length of the process and stated that the applicant wanted to do agricultural uses on the site, including mulching and planting trees for harvesting. Mr. Duggan stated the applicant was willing to accept any reasonable condition Council set forth.

Erik Wilson, applicant, stated that he wanted to plant approximately 200 trees on the site per year, wanted to place produce, and have livestock for family use only in addition to the mulching business.

Jeannie Lindsay, 5639 Ansley court, was in full support of this agricultural use in the Town.

Chris Daniels, 2549 Oak Spring Road, was shocked when he heard that so few cattle would be allowed per acre when there was a livestock farm across the street. He stated that the state was founded on agriculture, and he did not understand why this use was a problem. Mr. Daniels said that Mr. Wilson had the nicest property in Town and asked Council to approve the request with very few conditions.

Ronald Porter, 7216 Oak Spring Road, owned 43 acres near the property and used to have cows. He had no problem with the Wilson's or their intended use of the property. Mr. Porter stated at least Mr. Wilson and his family were working unlike a lot of people.

Mayor Dunn closed the public hearing. Council discussed having livestock on the property; frontage buffering; sidewalks; and adjoining neighbors' approval of the application. Council then developed the following list of conditions:

1. Continue existing landscaping business, including the processing of mulch.
2. Six selected uses allowed in the AG (Agricultural) district:
 1. Accessory Building Units
 2. Agricultural Based Business Facilities
 3. Agricultural Production with Crops and Livestock
 4. Agricultural Production within Building(s)
 5. Landscape Services with Outside Storage
 6. Single Family Dwelling
3. Site-Specific Conditions:
 1. From point L8 to #4, Rebar found near lot 398 Fairhaven provide a Type B buffer per the SDO.
 2. From point L15 to point L8, provide a Type C Buffer per the SDO
 3. Any necessary permits must be acquired from the State, County, and Town as applicable.
 4. All requirements of the Agricultural zoning district and Stallings Development Ordinance shall be met, except where explicitly modified by the conditions agreed by both the Town Council and the applicant.
 5. A revised site plan be provided to the Town including all conditions approved before any permits are issued. *(Note: Conditions listed on the site plan must be adhered to, including the mulching area, the trees along the internal road and the fence along the front, etc.)*
 6. All landscaping buffers must be installed before any new or expansion of uses.
 7. Livestock shall be fenced in for exclusive use of livestock and be limited to not more than two heads of livestock per fenced acre.

8. Chickens are exempt from the livestock limit but shall be limited to 30 for the entire property. Roosters shall be no closer than 100' from adjacent properties.
9. Mulching is limited to the current processing method; bringing in pre-ground material to the site, dyeing, and preparing the mulch for commercial use.
 - Composting shall not be allowed.
 - *"Compost is a mixture of ingredients used to fertilize and improve the soil. It is commonly prepared by decomposing plant and food waste and recycling organic materials."*
10. Type D buffer around outdoor storage is waived.

Council Member Richardson made the motion to approve CZ21.04.01 – CZ – Ag – Wilson with the conditions listed above. The Council approved the motion unanimously after a second from Council Member Ayers. Mr. Wilson, the applicant, agreed to the conditions.

Mayor Dunn read the Statement of Reasonableness and Consistency for CZ21.04.01 – CZ – Ag – Wilson into the record. Council Member Paxton made the motion to approve the Statement of Reasonableness and Consistency for CZ21.04.01 – CZ – Ag – Wilson to which Council Member Richardson seconded. The motion received Council's unanimous support. The Statement of Reasonableness and Consistency for CZ21.04.01 – CZ – Ag – Wilson is attached to these minutes and therefore incorporated herein.

Planning Attorney Mac McCarley left the meeting.

3. Text Amendments

A. TX21.10.02 – Add building heights to text

Planning Technician West explained this item was proposed by staff to add building heights to text. Mr. West's presentation is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of the item.

A motion was made by Council Member Richardson to approve TX21.10.02 – Add building heights to text and seconded by Council Member Ayers. Council passed the motion unanimously.

Council Member Richardson made the motion to approve the Statement of Consistency and Reasonableness for TX21.10.02 – Add building heights to text. The motion was approved unanimously by Council after a second from Council Member Ayers. The Statement of Consistency and Reasonableness for TX21.10.02 – Add building heights to text is attached to these minutes and therefore incorporated herein.

B. TX21.10.04 – Clarify Conditional Zoning Intent

Planning Technician West explained this item was proposed by staff to clarify conditional zoning intent. Mr. West's presentation is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of the item.

A motion was made by Council Member Richardson to approve TX21.10.04 – Clarify Conditional Zoning Intent and seconded by Council Member Ayers. Council passed the motion unanimously.

Council Member Ayers made the motion to approve the Statement of Consistency and Reasonableness for TX21.10.04 – Clarify Conditional Zoning Intent. The motion was approved unanimously by Council after a second from Council Member Grooms. The Statement of Consistency and Reasonableness for TX21.10.04 – Clarify Conditional Zoning Intent is attached to these minutes and therefore incorporated herein.

C. TX21.11.01 – Retaining Wall Standards

Planning Technician West explained this item was proposed by staff regarding retaining wall standards. Mr. West's presentation is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of the item.

A motion was made by Council Member Paxton to approve TX21.11.01 – Retaining Wall Standards and seconded by Council Member Ayers. Council passed the motion unanimously.

Council Member Richardson made the motion to approve the Statement of Consistency and Reasonableness for TX21.11.01 – Retaining Wall Standards. The motion was approved unanimously by Council after a second from Council Member Grooms. The Statement of Consistency and Reasonableness for TX21.11.01 – Retaining Wall Standards is attached to these minutes and therefore incorporated herein.

D. TX21.11.02 – Clarify multi-family residential building and sidewalk

Planning Technician West explained this item was proposed by staff to clarify multi-family residential building and sidewalk height differences. Mr. West's presentation is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of the item.

A motion was made by Council Member Paxton to approve TX21.11.02 – Clarify multi-family residential building and sidewalk height differences and seconded by Council Member Ayers. Council passed the motion unanimously.

Council Member Ayers made the motion to approve the Statement of Consistency and Reasonableness for TX21.11.02 – Clarify multi-family residential building and sidewalk height differences. The motion was approved unanimously by Council after a second from Council Member Grooms. The Statement of Consistency and Reasonableness for TX21.11.02 – Clarify multi-family residential building and sidewalk height differences is attached to these minutes and therefore incorporated herein.

Council also held consensus based on a recommendation by Council Member Paxton to examine the length of non-confirming (grandfather) uses in the table of uses and change the ordinances to reduce density according to the SDO.

Planning Technician Matthew West left the meeting.

4. Finance Items

A. Audit Presentation – Potter and Co.

Emily Mills, Potter & Co., completed the Town's audit. Presentation by the auditing firm was now required by the State where the auditor was required to go over performance indicated. Potter & Co. issued an unmodified audit report, a "clean audit opinion." The Town added \$920,000 to fund balance last fiscal year.

It was noted that Council must respond to the Local Government Commission (LGC) regarding internal control testing (three (3) findings of significant deficiencies):

1. Two (2) checks that were mailed and cleared the bank that did not have dual signatures going against Town policy;
2. Two (2) payroll checks showed different withholdings from their 401Ks than what employees had requested; and
3. Due to the Powell Bill Report and the adding/deleting new streets, those streets were not added to the Town's assets under infrastructure.

Town Finance Officer Gross would draft the letter to the LGC and bring back to the Council for approval.

B. Amended Budget Ordinance 1 - 2725 Old Monroe Road

Town Manager Sewell explained the reason behind Amended Budget Ordinance 1 - 2725 Old Monroe Road was Council's priority of gaining site control of the downtown area. This amendment would allow the Town to purchase the tractor property next to Town Hall. Mayor Dunn and Council

Member Paxton and Richardson spoke to the need to purchase the property in order to obtain the Council's goal of a downtown area.

Council Member Richardson made the motion to approve Amended Budget Ordinance 1 - 2725 Old Monroe Road to which Council Member Paxton seconded. The motion passed by the Council's unanimous vote. The Amended Budget Ordinance 1 - 2725 Old Monroe Road is attached to these minutes and therefore incorporated herein.

C. Quarterly Financial Report

Finance Office Gross reviewed the Town's Quarterly Report with the Council. The report is attached to these minutes and therefore incorporated herein.

D. Five Year Plan

This item was tabled until January 2022.

5. FY 2021-22 Town Council Transition Support Plan Draft

Town Manager Sewell explained that he had prepared a transition report plan for the new Council Members as well as the whole Council so that the governing body could move forward in the next year as a cohesive unit. The plan included dates for UNC School of Government Training for all Council Members, a new Council Member Bootcamp by Town Staff, and suggestions for the Council's annual planning retreat. The draft FY 2021-22 Town Council Transition Support Plan is attached to these minutes and therefore incorporated herein.

Council held consensus to table any personality tests but move forward with the rest of the plan.

5.A. U5112, Potter/Pleasant Plains Intersection Update

Town Manager Sewell explained that according to a state elected official, \$1.6 million for U5112, Potter/Pleasant Plains Intersection was in the current draft, but the Senate added language so that projects could not move ahead in state priority ranking process which would not allow Stallings to use the funds for the Potter/Pleasant Plains (P3) Intersection. The Town tried to get the language changed but was unsuccessful. The Governor signed it into law and staff was assessing all options to see if any of the language allowed for use of the funds on the deficit on P3 Intersection.

6. Adjournment

Council Member Richardson moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 9:46 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for a special meeting on December 6, 2021, at 7:00 p.m. via Zoom, a virtual electronic platform, due to the North Carolina declared state of emergency because of COVID-19. Public could access the meeting via phone (1-646-558-8656), web link (<https://us06web.zoom.us/j/81991288882?pwd=RFRmVDIwcWlQak4xYk1RUHJ2Zk80dz09>) or the Zoom app (Meeting ID: 819 9128 8882; Password: 782093).

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore Lynda Paxton; Council Members Steven Ayers, Heather Grooms, Brad Richardson, and David Scholl.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager and Town Clerk; and Marsha Gross, Finance Officer.

1. Call the meeting to order

Mayor Dunn called the meeting to order.

2. Closed Session Pursuant to NCGS 143-318.11(a)(3) and (5): Parcel 07126007A

Council Member Paxton made the motion to go into closed session pursuant to NCGS 143-318.11(a)(5), parcel 07126007A, and invite Craig Lynch, Parker Poe Law Firm, and Finance Officer Marsha Gross into the closed session. The motion was seconded by Council Member Scholl and passed unanimously by Council.

Council went into closed session at 7:01 p.m. and reconvened in open session at 7:16 p.m.

3. Parcel 07126007A; 2725 Old Monroe Road

Council Member Grooms made the motion to table this item. The motion received Council's unanimous support after a second from Council Member Paxton.

As the Mayor would not be at the 12-13-2021 Council Meeting due to work, he extended his congratulations to re-elected Council Members Richardson and Scholl and thanked Council Member Paxton for her dedicated service to the Town of Stallings for many years.

4. Adjournment

Council Member Ayers moved to adjourn the meeting, seconded by Council Member Grooms and the motion received unanimous support. The meeting was adjourned at approximately 7:23 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT



**RESOLUTION ADOPTING THE 2021 VERSION OF THE
GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT
AGENCIES AND THE PROGRAM RECORDS SCHEDULE FOR
LOCAL GOVERNMENT AGENCIES AS ISSUED BY THE NC
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section has published the General Records Schedule for Local Government Agencies and the Program Records Schedule for Local Government Agencies, which supersede parts of the previous versions which it is charged with issuing; and

WHEREAS, G.S. §121-5 and G.S. §132-3 require a municipality to approve the schedule in order to conduct routine disposal of records which must otherwise be retained without specific permission for disposal by the Division of Archives and Records; and

WHEREAS, the Town of Stallings currently uses the 2019 version of the Records Retention and Disposition Schedule; and

WHEREAS, the Records Retention and Disposition Schedules were updated on October 1, 2021; and,

WHEREAS, the Town of Stallings recognizes that the new updates require a specific Agency Policy date for records to be discarded “when Administrative value ends” and regards three (3) years as a valuable time for any records to be retained, save those records that are required to be kept longer per said schedule; and

WHEREAS, to reduce the burden and costs of records retention and maintain efficient records management, the Town Council finds and determines that this Resolution should be approved;

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF STALLINGS:

- 1)** adopts the revised the 2021 version of the Records Retention and Disposition Schedules General Records Schedule for Local Government Agencies and the Program Records Schedule for Local Government Agencies, copies of which are on file in the office of the Town Clerk; and
- 2)** Deems the appropriate time to retain all records to be discarded “when Administrative value ends” as a period of no less than three (3) years; and
- 3)** On behalf of the Town of Stallings, the Mayor and Town Clerk or Town Manager are hereby authorized to execute the agreement found on page iv of the General Records Schedule for Local Government Agencies and on page iv of the Program Records Schedule for Local Government Agencies agreeing to the Schedule’s terms; and
- 4)** These schedules are to remain in effect from the date of adoption until they are reviewed and updated.

ADOPTED this the 13th day of December, 2021.

Wyatt Dunn, Mayor

Attest:

Approved as to form:

Erinn Nichols, Town Clerk

Cox Law Firm, PLLC



MEMO

To: Mayor and Council Members
From: Karen Reid-HR Director
Date: December 2, 2021
RE: **Employee Christmas Checks**

Included in the 2021-2022 budget was Employee checks in the amount of \$150 for full-time employees and \$75 for part-time employees. This is a formal request for approval to cut checks for Town employees given as a Christmas gift from the Mayor and Council.

Thank you



MEMO

To: **Mayor and Town Council**
From: Bo Conerly, P.E. CFM, Interim Town Engineer
Date: December 8, 2021
RE: Freesia Court Drainage Improvements

Purpose: This memorandum provides background information on the Freesia Court Drainage Improvement project and seeks Council authorization to proceed with the proposed improvements based on the bid results.

Background: Staff was contacted by the resident of 3026 Freesia Place in the Morningside subdivision regarding the dimensions and condition of the swale located on their property after the Town had regraded the swale to improve stormwater flow in 2019.

The original design plans for the neighborhood depict a swale located within a 20' wide drainage easement that extends spans the adjoining rear lots (10' on each lot). Over the years, obstructions within the drainage easement have impeded flow and the corrective measures were limited to a narrower corridor providing for a swale that is deeper and narrower than originally designed. This drainage feature has been difficult for the property owners to maintain based on complaints from the residents. To resolve this, it is proposed that the whole length of the swale is piped, yard drains installed, and the swale graded to a 10:1 slope. This approach will provide for a more accessible area for maintenance by the property owners and will minimize future maintenance activities from the Town for this system. The proposed pipe and inlet system will be located within the Town's drainage easement.

According to Town Policy, Staff advertised the project to contractors due to the total project cost possibly exceeding \$20k. Due to the COVID pandemic, contractors are experiencing issues with retaining personnel and material supply shortages which affects availability of bids and prices. Staff advertised the project twice and received only one (1) bid. The bid that was received is attached for your reference.

Recommendation: Staff seeks Council approval to accept the attached bid provided by Privette Enterprises with a 20% contingency for the Freesia Court drainage improvement project. This provides for a total approved project budget of \$83,608.

Privette Enterprises, Inc.
P.O. Box 1189
Monroe, N.C. 28111-1189
Phone: (704) 821-9161
Fax: (704) 821-4150



Price Quotation

Date	Estimate #
11/1/2021	3585

CUSTOMER INFORMATION
Town of Stallings 315 Stallings Road Matthews, NC 28104

JOBSITE / TYPE
Freesia Drainage

QUOTE VALID FOR 30 DAYS.

CONDITIONS: Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller. If the soil is found to be unsuitable or rocks and/or stumps are encountered a change order will be made and additional charges applied. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs/labor will be done upon a written change order. These costs will become an extra charge over and above the estimate. Warranty claims are handled once payment for the completed job has been made and account is current. PEI is not responsible for any damage to the sidewalk, leadwalk or driveway as a result of our machinery or trucks crossing them to enter or exit the project. This estimate is based on dry suitable weather conditions.

ITEM	DESCRIPTION & SCOPE OF WORK	TOTAL
Misc.	Silt Fence for the project	2,986.61
Misc.	Fence labor for removal and re-install	1,000.00
Labor	Labor and material for tying new pipe to existing box	1,186.51
Seed and Straw	Seed, straw and mat al disturbed areas	3,892.63
Gravel	Gravel (#78 stone) for pipe applications and install	1,189.51
Pipe	Pipe needed to complete the project including basins and grates with angles	19,964.73
Equipment Labor	Equipment labor needed for the project	34,863.21
Soil	Topsoil for covering disturbed areas for organic layer to grow grass	1,589.52
Hauling - dirt & stri...	Hauling off dirt/strippings & disposal for excess soils	1,500.00
Water Truck	Water Truck for cleaning the street when complete x 2	1,500.00

We thank you & look forward to the opportunity to serve you!

Sales T...	\$0.00
TOTAL	\$69672.72

Customer's signature serves as a contract with Privette Enterprises, Inc. to perform the scope of work including items listed & agrees to pay the total amount due upon invoice receipt. A monthly late charge of 1.5% will be applied to past-due accounts. If payment is not made within stated payment terms, customer shall be liable for all costs incurred in collection, including attorney's fees and court costs. An internal processing fee of 3% will be applied to CREDIT CARD payments. No processing fee is applied with check & cash payments.

SIGNATURE: _____

DATE: _____



MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 12/9/21

RE: Downtown Streetscape Work & Grant Authorization

Purpose: This memorandum's purpose is to provide Council with background information and request authorization to move forward with requesting approval from the State to use \$20,000 in downtown revitalization grant funds towards developing renderings and technical specifications for an enhanced streetscape requirement within the Town Center zoning district, and to implement that initiative if approved.

Background and Staff Understanding: One of the Town's top priorities for FY 21-22 is to create a Stallings Downtown. As indicated by the downtown subcommittee and downtown expert panel, having an enhanced streetscape is an important component of a successful downtown. After extensive discussion and analysis, the Town adopted a Downtown Action Plan which includes a key priority of building out a streetscape in key areas (in front of Town Hall, the Government Center, and adjoining properties to Community Park drive as well as the park side of the road). However, the project has been slowed for three reasons. First, NCDOT has declined to allow a streetscape with on-street parking on Stallings Road. Second, Council Members have expressed concern that the project is too limited in scope, and we explored the costs of burying utilities. Third, prices have gone up significantly.

Update, Analysis, & Recommendation: The Town has \$20,000 in unspent funds from a downtown revitalization grant. These funds were previously proposed to go towards developing full construction documents that could be bid out for construction of an enhanced streetscape project in front of Town Hall and the Government Center. However, \$20,000 would not cover the cost of developing these construction documents. Also, this project would not ensure that other areas in the Town Center zoning district have an enhanced streetscape other than in front of the Government Center/Town Hall. Nor would it ensure that any streetscape built be uniform across other properties. With a significant amount of property undeveloped/underdeveloped in the Town Center zoning district, creating a great downtown likely means ensuring that this streetscape is built out to a uniform standard, not just in front of Town Hall, but also in all areas of the Town Center zoning district as development occurs.

As such, staff suggest that the Town would get more value in using the remaining \$20,000 in downtown revitalization grant funds to create specifications for several enhanced streetscape sections that could be tied into the Town Center zoning district as a requirement for development. Through negotiation and agreeing to do some of the work in-house, staff have a draft agreement with our consultant (Destination by Design) to have this work completed within this budget.

If the Town works with our consultant to complete this work and ties it into our development ordinance as a requirement for new development, the Town would likely help ensure that new development would build out an enhanced streetscape that is uniform in appearance. While the Town would still have to build out streetscape on properties it owns and perhaps in other key areas too, this would ultimately decrease the cost to the Town for a downtown streetscape. To clarify, these specifications would not be “ready to bid” construction documents, but such specifications should be sufficient to allow an engineer to develop fully engineered plans for a uniform streetscape in the Town Center area. After these specifications were created, Town staff would then identify the areas that the appropriate streetscape sections would be applied to and bring it to the Council for integration into the Stallings Development Ordinance as a requirement in the Town Center zoning district.

Staff Recommendation: Staff are requesting Council take the following action:

- 1.) Authorize staff to submit a request to the State to use the \$20,000 in unspent downtown revitalization grant funds towards the development of renderings and downtown streetscape specifications as discussed above; and
- 2.) If the State approves the above grant request, authorize staff to enter into a \$20,000 contract with Destination by Design for the downtown streetscape work as generally described herein contingent on Town Attorney approval; and
- 3.) Authorize staff to implement the enhanced streetscape renderings/specifications as generally discussed herein and bring it through the development process for potential addition into the Stallings Development Ordinance.



MEMO

To: Town Council
From: Max Hsiang, Planning Director
Date: 12/13/2021
RE: **CZ21.02.01 – Stinson Farm Addition**

Application

The applicant is requesting 15001 Idlewild Road, Parcel ID 07075021, to be rezoned from MU-2 to CZ-MU-2. The applicant is requesting conditional zoning to allow:

- 1) A maximum of 10,000 square feet of gross floor area may be developed within the commercial building and parking envelope. The area under the canopy over the gasoline pumps associated with a convenience store with gasoline pumps and outdoor dining areas shall not be included in the calculation of the maximum gross floor area.
- 2) One (1) twenty-four (24) unit multi-family dwelling unit
- 3) Any non-residential uses permitted by right or with additional standards in the MU-2 zoning district
- 4) Either:
 - a. A convenience store with gasoline pumps
 - b. A restaurant with drive-thru windows

Comprehensive Land Use Plan

The Comprehensive Plan calls for this property to be Suburban Office Complex (SOC).

The requested uses are INCONSISTENT with the Comprehensive land use plan.



**PLANNING
& ZONING**
TOWN of STALLINGS

APPLICATION

CZ21.02.01

Land Investments, LLC
Stinson Farms

Commercial lot and multi-family units

Public Hearing Staff Analysis

December 2021

Request

Conditional Zoning (CZ-MU-2):

- Allow one multi-family building with 24 dwelling units.
- Any non-residential uses permitted by right in the MU-2.
- Convenience store with a gas pump OR restaurant with a drive-thru window.
- 5 year vested rights.

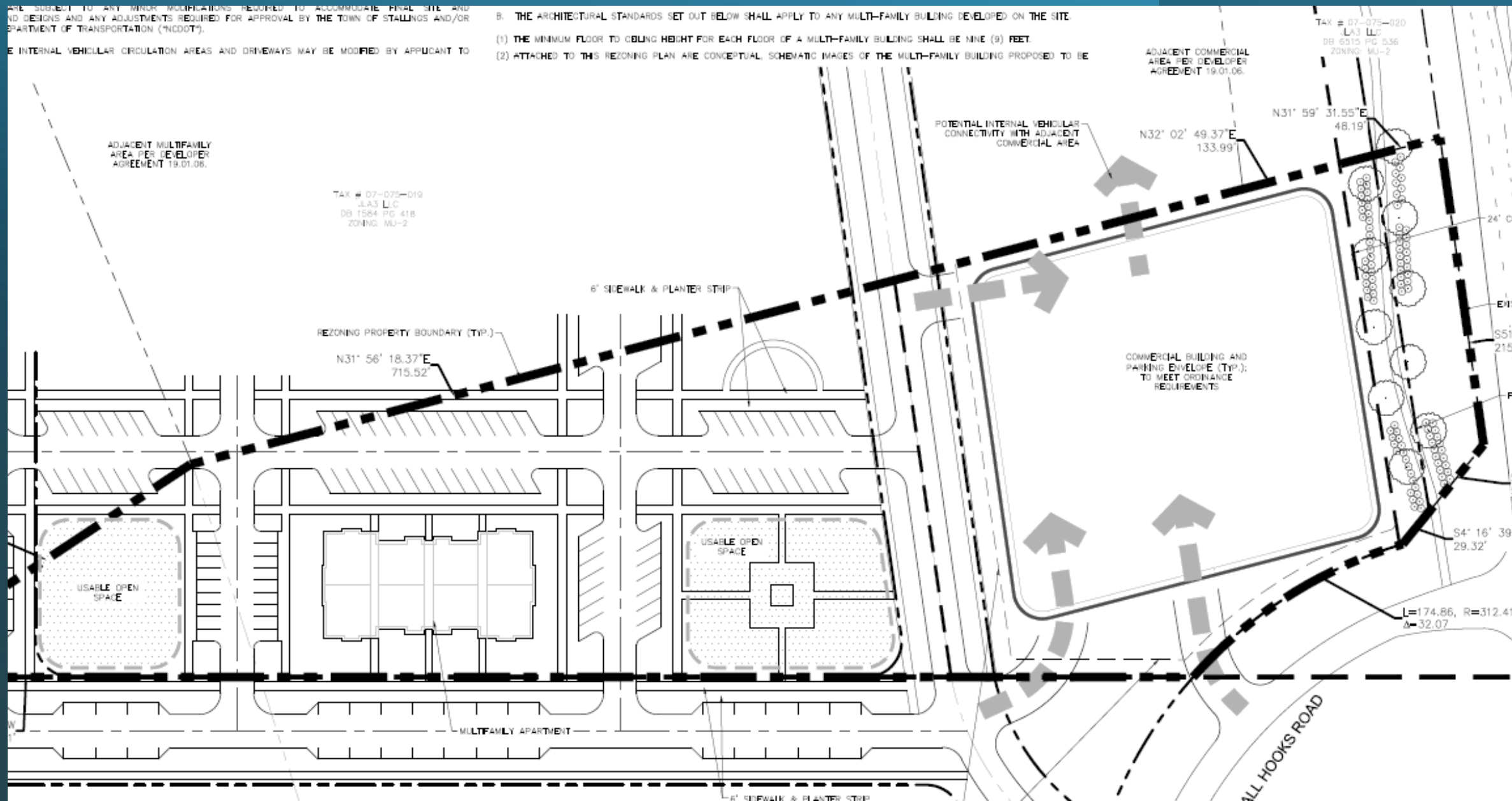
ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND
ND DESIGNS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF STALLINGS AND/OR
PARTMENT OF TRANSPORTATION ("NCDOT").

E INTERNAL VEHICULAR CIRCULATION AREAS AND DRIVEWAYS MAY BE MODIFIED BY APPLICANT TO

B. THE ARCHITECTURAL STANDARDS SET OUT BELOW SHALL APPLY TO ANY MULTI-FAMILY BUILDING DEVELOPED ON THE SITE.

(1) THE MINIMUM FLOOR TO CEILING HEIGHT FOR EACH FLOOR OF A MULTI-FAMILY BUILDING SHALL BE NINE (9) FEET.

(2) ATTACHED TO THIS REZONING PLAN ARE CONCEPTUAL SCHEMATIC IMAGES OF THE MULTI-FAMILY BUILDING PROPOSED TO BE



VICINITY MAP
NTS

BUILDING STANDARDS

SETBACKS:
 • COMMERCIAL =
 FRONT: 12' MINIMUM FROM STREET ROW
 REAR: 12' MINIMUM WHEN NO BUFFER IS REQUIRED
 SIDE: 12' MINIMUM WHEN NO BUFFER IS REQUIRED

• SINGLE FAMILY DETACHED =
 FRONT: 16'
 REAR: 12'
 SIDE: 5'

• MULTIFAMILY =
 FRONT (MAIN STREET): 21'
 FRONT: 16' (BUILD TO LINE)
 REAR: 12'
 SIDE: 5'

PROPOSED BUILDING DIMENSIONS & AREA CALCS:

• SINGLE FAMILY DETACHED = ± 39'x63'
 (\$2,700 AVERAGE SF PER HOME)
 - 32 HOMES X 2,700 SF = 864,000 SF TOTAL

• ATTACHED HOMES = ± 22'x56'
 (\$1,720 AVERAGE SF PER UNIT)
 - 109 UNITS X 1,720 SF = 187,480 SF

• MULTIFAMILY = 17 BUILDINGS
 (\$30,920 AVERAGE SF PER BUILDING)
 - 17 BUILDINGS X 30,920 SF = 525,640 SF
 - \$7,000 SF CLUB
 = 532,640 SF TOTAL

• COMMERCIAL AREA WILL BE GOVERNED BY THE ORDINANCE AND DEVELOPMENT AGREEMENT

UNITS:
 408 MULTI-FAMILY UNITS
 109 ALLEY LOADED TOWNHOMES
 32 SINGLE FAMILY DETACHED
 (6,000 SF MIN. & 60' WIDE MIN.)

BUILDING HEIGHT:
 THE MAXIMUM HEIGHT OF ANY BUILDING DEVELOPED ON THE SITE SHALL BE GOVERNED BY THE ORDINANCE

MAX DUA:
 PROPOSED RESIDENTIAL DUA: 28 DUA
 MULTIFAMILY DUA: 29.66 DUA (PER 56.8 AC)
 TOWNHOME DUA: 217.33 DUA
 SINGLE FAMILY DUA: 27.26 DUA
 SINGLE FAMILY DUA: 21.75 DUA

TREE SAVE REQUIRED: 5% MINIMUM
 "SEE SHEET 6 FOR FURTHER DETAIL"
OPEN SPACE REQUIRED: 7.5% MINIMUM
 "SEE SHEET 3 FOR FURTHER DETAIL."

PARKING: PARKING WILL MEET THE REQUIREMENTS OF THE ORDINANCE
WATERSHED: GOOSE CREEK BASIN

ON THE CONCEPT PLAN

100' WIDTH LANDSCAPE BUFFER AREA WITH THE ABILITY TO REDUCE TO 70' (30%) WHEN A 6" OPAQUE VINYL SCREENING FENCE IS APPLIED. BUFFER APPLICATIONS TO BE PLACED ALONG ALL MUTUAL EDGES WITH THE ADJACENT SHANNAMARA NEIGHBORHOOD (TYP.).

BUFFER AREAS TO MEET THE PLANTING STANDARDS OF A TYPE B BUFFER WHERE EXISTING TREE COVERAGE IS NOT PRESERVED (TYP.). 6 EVERGREEN TREES, 3 CANOPY TREES, 5 UNDERSTORY TREES & 25 SHRUBS PER 100 LF (TYP.).



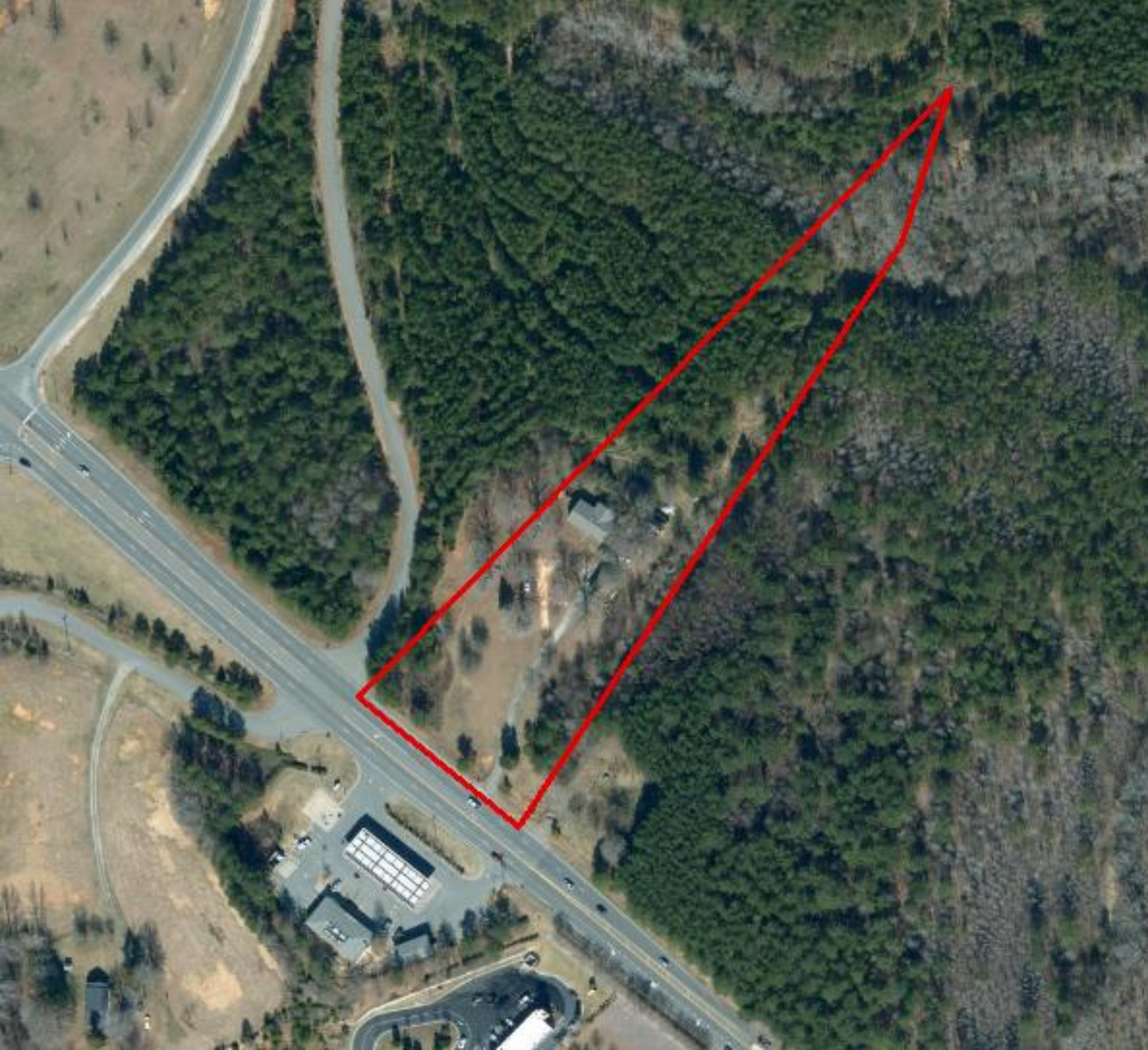
DEVELOPMENT AGREEMENT

STINSON FARMS
 STALLINGS, NORTH CAROLINA
 D.R. HORTON

DA
 SITE PLAN

SCALE: 1" = 100'

PROJECT #: 854-001
 DRAWN BY: JH
 CHECKED BY: NH
 NOVEMBER 22, 2021
 REVISIONS:



Current
Conditions

Project Summary

Location:

15001 Idlewild Rd

Ownership:

LAND INVESTMENTS, LLC

Zoning:

MU-2 & CP-485 (~.50 ac)

Existing Use:

Vacant/Residential

Required Setbacks:

Does comply with ordinance requirements.

Site/Project Size:

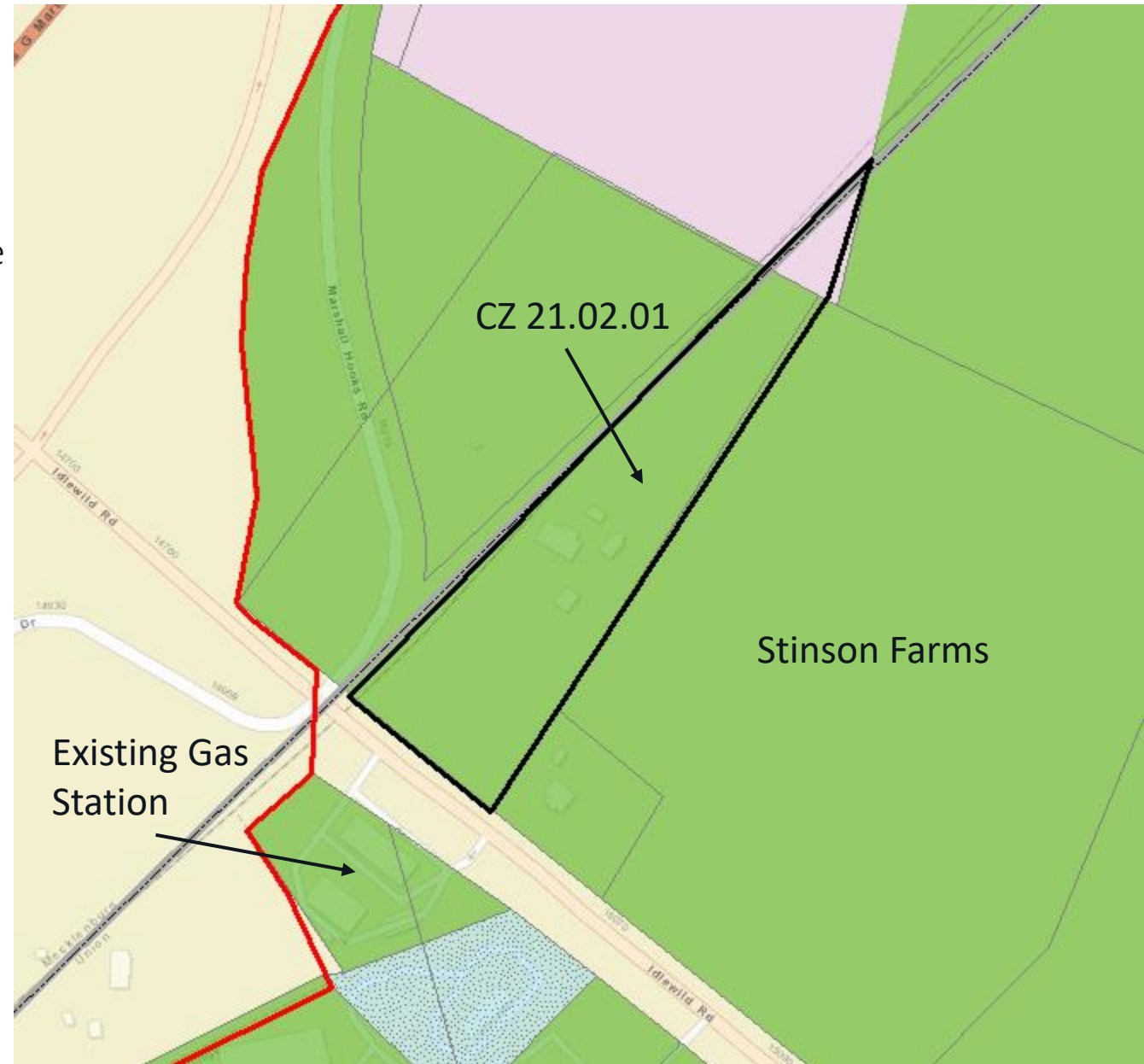
5.43 Acres

Traffic Generation:

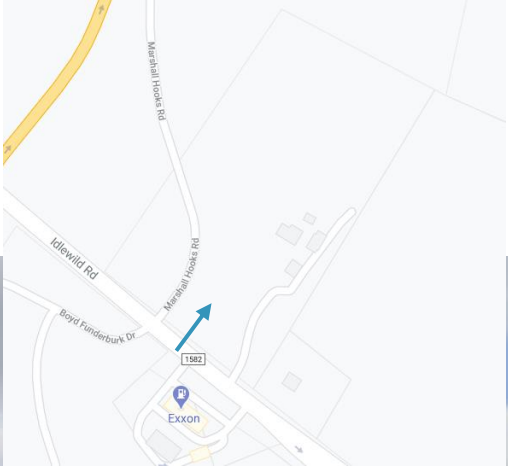
Included in Stinson Farms TIA

Community Meeting:

03/02/2021



Street View – June 2019



History

Original application was received by the Town in February 2021.

Original Community and subcommittee meetings were held.

The Planning Board heard the item first on March 16 and recommended APPROVAL.

The Town Council denied the Development Agreement for the Stinson Farms project, so the applicant withdrew this Conditional Zoning application.

The Town was sued following this decision.

Through negotiations with the developer and the Town's legal counsel, the Council authorized the Town Manager to settle the lawsuit. The settlement includes hearing this Conditional Zoning request again.

COMMUNITY MEETING:

Meeting:
11/15/2021

Notices were sent to property owners within 500', but no community member was present at the meeting.

SUBCOMMITTEE MEETING:

Meeting: N/A

Per Subcommittee policy, all subcommittee members agreed to waive the meeting requirement.

TREES, VEGETATION AND STORMWATER

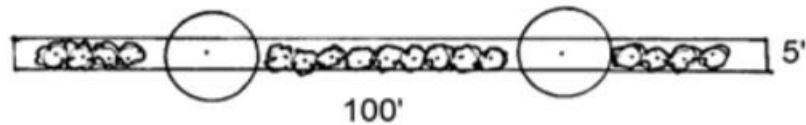
Tree Save (Article 11.8-2)

Rezoned area = 5.43 acres

Tree Save Area Required = 3% = 0.16 acres

Buffers (Article 11)

- Street trees are required
- Type D (5') buffer required for parking lots with more than 6 spaces.



Stormwater Management and PCO

Will require stormwater management for High-Density project as defined in Article 19, Section 3 of the Stallings UDO.

Site is mostly in the Crooked Creek watershed (~ 3.7 ac) but is partly in the Goose Creek watershed (~1.7 ac)

Open Space

Rezoned area = 5.43 acres

Open Space Required = 10% = 0.54 acres

Open Space Provided = ~0.64 acres

LAND USE PLAN AND ADOPTED POLICIES

Land Use Plan

The Land Use Plan shows the property as ***Suburban Office Complex***.

Primary Land Uses:

Multi-Tenant Professional Office, Corporate Office, Medical Office, Call Center, Research and Development

Secondary Land Uses:

Bank, Copy and Printing Services, Restaurants, Government Services, Flex Space, Natural Areas. Stormwater Retention

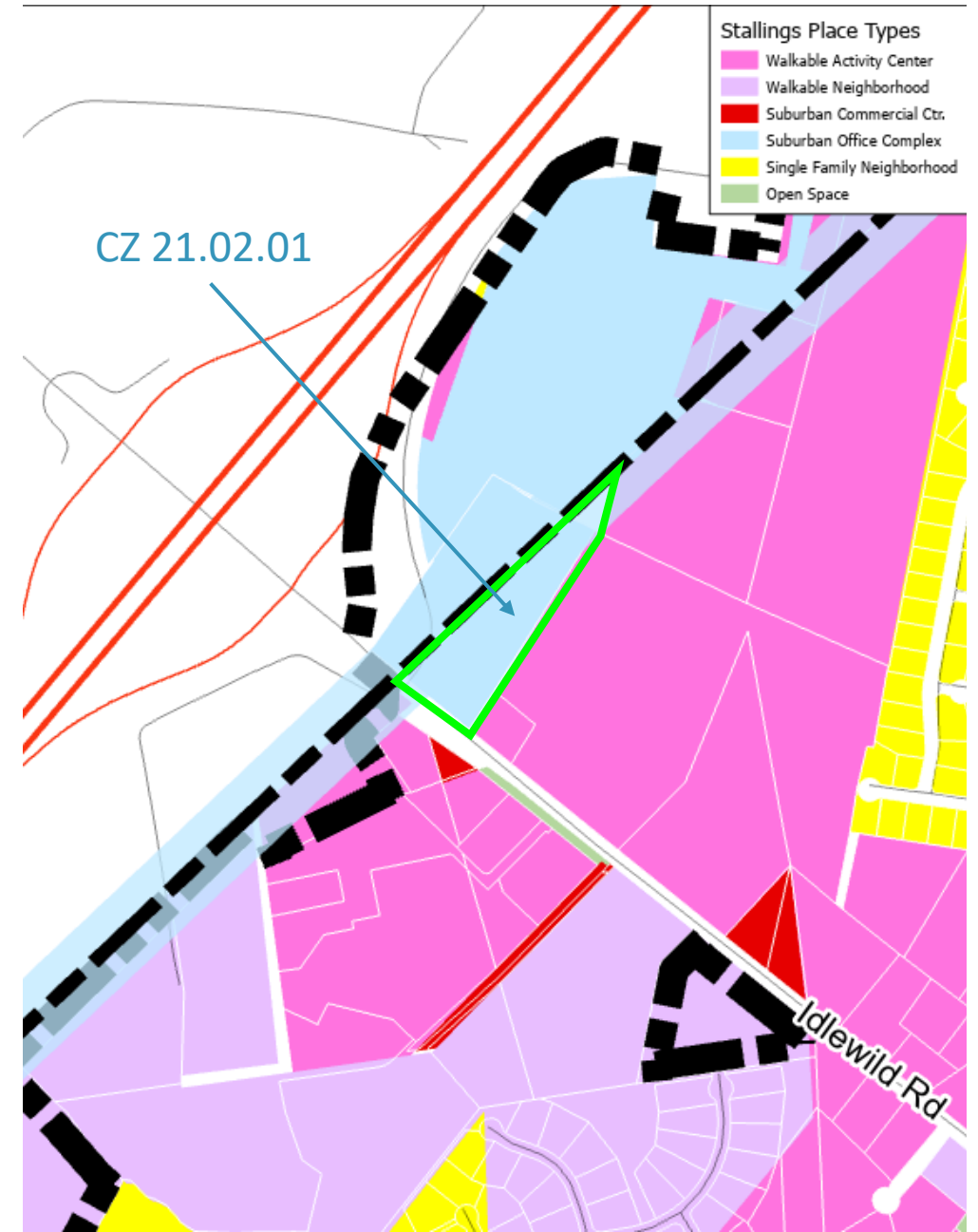
Small Area Plan

Idlewild Road Corridor

Consistency

Apartment and convenience store uses are **INCONSISTENT**

Non-residential Use is **CONSISTENT**



STAFF SUGGESTED CONDITIONS

All appropriate permits will be acquired from Federal, State, County, or Town organizations.

The applicant will work with the Town attorney on language to ensure that the Idlewild Road median will be landscaped.

All conditions of the Development Agreement approved for the Stinson Farms project will apply to the property.

REQUEST CONDITIONS

Applicant:

Conditional Zoning (CZ-MU-2):

1. Allow one multi-family building with 24 dwelling units.
2. Any non-residential uses permitted by right in the MU-2.
3. Convenience store with a gas pump OR restaurant with a drive-thru window.
4. 5 year vested rights.

Staff:

1. All appropriate permits will be acquired from Federal, State, County, or Town organizations.
2. The applicant will work with the Town attorney on language to ensure that the Idlewild Road median will be landscaped.
3. All conditions of the Development Agreement approved for the Stinson Farms project will apply to the property.

STATEMENT OF CONSISTENCY AND REASONABLENESS

- The request is inconsistent with the Comprehensive Plan and future planning goals of the Town of Stallings, but it is reasonable and in the public interest. It will allow for an urban scale density consistent with the (FLU Type) Future Land Use designation recommended by the Stallings Comprehensive Plan.

Or

- The request is inconsistent with the Comprehensive Plan and future planning goals of the Town of Stallings and is not reasonable and in the public interest for the following reasons:

Staff suggested reasons:

- 1) Most of the proposed uses are consistent with the Comprehensive Land Use Plan
- 2) The request is consistent with the adjacent development.



Statement of Consistency and Reasonableness

ZONING AMENDMENT: CZ21.02.01

REQUEST: Rezone 15001 Idlewild Road, Parcel IDs 07075021 and portion of 07075022, from MU-2 to CZ-MU-2 to allow for 1 multi-family building with 24 dwelling units, any non-residential uses permitted by right in the MU-2 district, and either a convenience store with gas pumps or a restaurant with a drive through window.

WHEREAS, The Town of Stallings Town Council, hereafter referred to as the “Town Council”, adopted the Stallings Comprehensive Land Use Plan on November 27, 2017; and

WHEREAS, the Town Council finds it necessary to adopt a new land development ordinance to maintain consistency with the Comprehensive Land Use Plan; and

WHEREAS, the Town Council finds it necessary to revise the Unified Development Ordinance to comply with state law found in NCGS § 160D.

WHEREAS, the Town Council finds it necessary to consider the Planning Board’s recommendations.

THEREFORE, The Town Council hereby votes that the proposed zoning amendment is inconsistent and reasonable with the Comprehensive Land Use Plan adopted on November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS § 160D. The Town Council **APPROVES** the proposed amendment and stated that the Town Council finds and determines that the zoning amendment is inconsistent and reasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan for the following reasons:

- 1) Most of the proposed uses are consistent with the Comprehensive Land Use Plan
- 2) The request is consistent with the adjacent development.

Adopted this the ___ day of _____, 2021

Mayor

Attest:

Town Clerk



M e m o r a n d u m

To: Mayor and Town Council
Town of Stallings

From: DeWitt F. "Mac" McCarley and Andrew J. Santaniello

Date: December 9, 2021

Re: Settlement Agreement in Stinson Farms Litigation

We are requesting that Council approve the Settlement Agreement in the Stinson Farms litigation in open session at your December 13, 2021 meeting. We realize that this Agreement has already been approved in closed session, but would like to have a public record of the Town's approval when we take the proposed Consent Order to Superior Court for judicial approval. All of the terms must remain as they were agreed to at the mediation and in the Council's previous vote to approve the mediated settlement agreement. One or both of us will be present at the December 13 meeting to answer any questions you may have.



Town of
Stallings

315 Stallings Road ▪ Stallings, North Carolina 28104

Stinson Farms Lawsuit Settlement

On November 8, 2021, the Town Council unanimously authorized the Town Manager to settle a lawsuit with the applicant for the Stinson Farms Project (Plaintiff) pursuant to terms negotiated in a mediated settlement conference. The following is a summary and helpful guide to the settlement.

What is the Stinson Farms development?

Stinson Farms is a proposed development of approximately 73 acres within the Town of Stallings, located near the intersection of Idlewild Road and I-485, immediately adjacent to the Shannamara neighborhood, and across from Idlewild Village Shopping Center. The proposed development consists of commercial (including gas station and fast-food uses) and mixed-residential (multi-family, townhomes, and single-family) uses. Since this application was originally submitted, the Town changed its zoning ordinances to give the Town Council authority to turn down certain kinds of uses (gas stations, fast-food, and higher-density residential) that do not align with the Town's vision. However, because the Stinson Farms development was submitted prior to these changes, the lawsuit claimed that these uses are allowed "by-right" and at the maximum density allowed under the MU-2 zoning regulations.

Why was the Town sued?

In April 2021, after months of negotiations with the developer, the Town Council voted (4-2) to deny the development agreement application. The Town cited concerns that the development did not meet the Town's definition of a "walkable activity center" as called for in the Town's Comprehensive Land Use Plan.

Why did the Town decide to settle the lawsuit?

- According to the Town's legal counsel, the lawsuit involved a novel legal question about development rights, and the Town faced a 50/50 chance of the Court finding in favor of the Plaintiff.
- Were the court to decide in favor of the Plaintiff (and against the Town), the Town identified several adverse and costly outcomes to the Town and its residents. The two most onerous were:
 - The Plaintiff would be permitted to develop the land without honoring the terms negotiated prior to April 2021. For example, the plaintiff could put over 1,000 multi-family units, reduce the size of the buffer with the

Shannamara neighborhood, and would not be limited on the number of gas stations and fast-food restaurants. Overall, the Town felt the increased intensity would significantly and adversely affect surrounding neighborhoods and burden infrastructure.

- The Court may hold the Town financially liable for millions of dollars in legal fees and economic damages to the Plaintiff. An estimate provided by the Town's legal counsel and reserved with the NC League of Municipalities was a minimum of \$2,000,000 for economic damages. Such a judgment would likely require the Town to increase property taxes on all property owners to offset the difference.

What did the Town receive in the settlement?

In addition to the favorable conditions negotiated prior to April 2020, the Town secured the following concessions from the developer in the settlement:

- An increased buffer including a 5' brick wall between portions of the development and residents along Anglesey Court.
- A limitation of one (1) gas station and two (2) quick service/fast-food restaurants, such as Chic Fil A, McDonalds, Wendy's, Bojangles, or similar. This limitation does not include "fast-casual" restaurants such as Panera, Chipotle, Starbucks or similar.
- A minimum of one full-service restaurant (with seating and table service) will be secured before the developer is permitted to complete the development of the commercial parcels.
- Avoidance of legal fees and the risk of substantial economic damages owed to the Plaintiff.

What did the Developer receive in the settlement?

In addition to the negotiated proposal from April 2020, the Developer secured the following concessions from the Town:

- The right to replace a section of attached townhomes with multi-family apartments. The resulting net increase of residential units on the site is 45 units.
- A maximum of two (2) quick service/fast-food restaurants, such as Chick-fil-A, McDonalds, Wendys, Bojangles, or similar. This limitation does not include "fast-casual" restaurants such as Panera, Chipotle, Starbucks or similar.

In sum, how does this final negotiated settlement differ from what would be allowed if the Town lost the lawsuit?

- There will be 573 mixed-residential units permitted rather than more than 1,000 multi-family units allowed under the previous ordinance.
- A buffer more than two-times larger than the minimum required "by-right" buffer between the development and the Shannamara neighborhood. A portion of this buffer will now include a 5' brick wall along Anglesey Court and include enhanced landscaping.
- Open space requirements are greater than the minimum "by-right" requirements under the ordinance.

- Requirement that there be at least one full-service restaurant in the commercial area and the number of fast-food restaurants and gas stations are limited.
- Any gas station, allowable under the Town's ordinance, will be located away from the center of the street frontage, and closer to the I-485 interchange.

Who will pay for required transportation improvements?

- 100% of the cost for road, sidewalk and other transportation improvements will be paid for by the Developers in accordance with a Traffic Impact Analysis ("TIA"), conducted by the Town (using a Third-Party Engineering Firm).

SETTLEMENT TERMS AGREEMENT

Pursuant to a Mediated Settlement Conference held on November 4, 2021, the parties have agreed to resolve all matters in Civil Action No. 21-CVS-1846 pending in Union County Superior Court (the “Civil Action”) as follows:

I. Amendments to the Development Agreements

A. Amend Section 2.F.(4) of the Development Agreement relating to DA 19.01.06 to provide:

A maximum of two (2) quick service/fast food restaurants may be developed on the Commercial Area within the Development Agreement site. By way of example, and not by way of limitation, a quick service/fast food restaurant includes Chick Fil-A, McDonald’s, Wendy’s, Arby’s, Bojangle’s and similar restaurants. This limitation or restriction shall not apply to fast casual restaurants such as Panera Bread, Chipotle, Dunkin Donuts, Starbucks and similar restaurants, whether such fast casual restaurants are located in a freestanding building or in a multi-tenant building.

B. Amend the Development Agreement relating to DA 19.01.06 to provide:

No more than five (5) outparcels shall be issued certificates of occupancy, including any outparcel on the adjacent CZ rezoning site, until a Zoning Compliance Permit has been issued for a full service restaurant (“FSR”) to be located within the Commercial Area. For purposes of this provision, an FSR shall be defined as a restaurant with tables and seating and table service. An FSR may have a pick up window but no exterior menu board.

C. Amend the Development Agreement relating to DA 19.01.06 to increase the maximum number of permitted multi-family dwellings from 336 dwelling units to 408 dwelling units on the Development Agreement site in accordance with the attached site plan.

D. Amend the Development Agreement relating to DA 19.11.02 and the Concept Plan to increase the width of the buffer located along the northern boundary line of the site adjacent to the homes on Anglesey Court as much as practicable (see the attached site plan).

E. Amend the Development Agreement relating to DA 19.11.02 and the Concept Plan to provide that the Developer shall install a minimum 5 foot tall brick wall along that portion of the northern boundary line of the site adjacent to the homes on Anglesey Court (see the attached site plan). The placement of the wall may vary to preserve existing vegetation and to allow space for new screening vegetation along the northern edge of the wall. The wall may meander.

F. The Development Agreement relating to DA 19.11.02 and the Concept Plan shall provide for a landscape buffer with evergreen screening trees along that portion of the northern boundary line of the site adjacent to the homes on Anglesey Court (see the attached site plan).

G. The following provisions will be added to the Development Agreements.

(1) In the event that the Town has the authority or power to do so, the Town will acquire, at Developer's cost and expense, through eminent domain, property for the Developer's water and sewer facilities and off-site transportation improvements. This provision may only be invoked if the Developer has been unable, after commercially reasonable efforts, to secure the necessary right of way or easements.

(2) In the event that the Town is granted the authority to allocate sewer and water capacity, the Town shall prioritize and reserve water and sewer capacity for the sites subject to the Development Agreements.

(3) In the event that the Town has the authority to do so, the Town will assist the Developer in obtaining sewer and water permits and shall not delay any Town approvals.

II. Approval of Development Agreements and Conditional Rezoning

A. The Town Council agrees that the amendments to the Development Agreements described in this agreement shall be included in a Consent Judgment settling the Civil Action.

B. The conditional rezoning request and the associated CZ rezoning plan attached hereto for the property on Marshall Hooks Road shall be heard and considered by the Town Council at its November 22, 2021 meeting. If the CZ rezoning request is approved, the provisions of this agreement shall be incorporated into a Consent Judgment. If the CZ rezoning request is not approved, this agreement shall be null and void.

III. Consent Judgment

The parties shall enter into and file a Consent Judgment settling the Civil Action within ten (10) days of the Town Council's approval of the conditional rezoning request and associated CZ rezoning plan at the Town Council's November 22, 2021 meeting.

IV. Authority of Defense Counsel to Recommend Approval

Counsel for Defendant Town of Stallings agrees to recommend the foregoing settlement to the Town Council but the agreement is subject to the approval of the Town Council. Defense Counsel has communicated his belief that this agreement will be approved by Town Council.

[SIGNATURES ON NEXT PAGE]

AGREED AND ACCEPTED

JLA3, LLC

By: John L. Armistead, III
Name: John L. Armistead, III
Title: Manager/owner

METROLINA PROPERTIES LIMITED PARTNERSHIP

By: Withdraw Capital Investments, LLC, Its Manager
By: Withdraw Capital, Inc., Its Manager
By: Terry L. Williams

Name: Terry L. Williams
Title: President

IDLEWILD ASSOCIATES, LLC

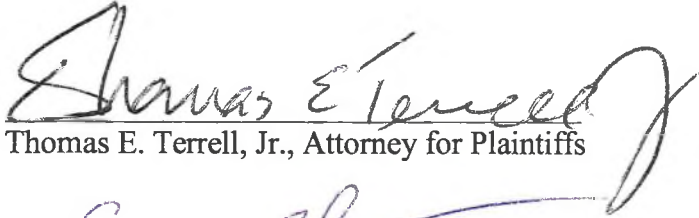
By: Westey F. Faulk
Name: Westey F. Faulk
Title: Trustee of LLC sole member Trust

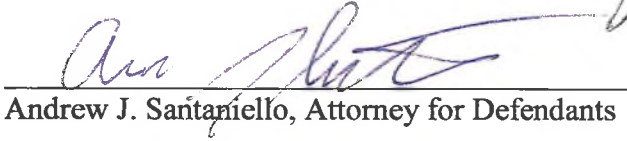
LAND INVESTMENTS, LLC

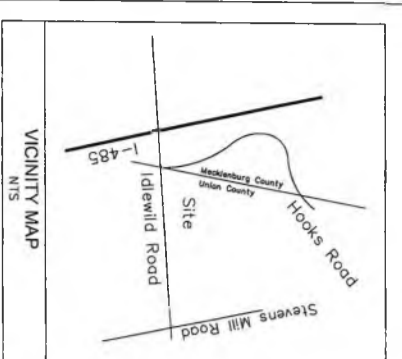
By: Withdraw Capital, Inc., Its Manager
By: Terry L. Williams
Name: Terry L. Williams
Title: President

TOWN OF STALLINGS

By: AS
Name: Alex Sewell
Title: Town Manager


Thomas E. Terrell, Jr., Attorney for Plaintiffs


Andrew J. Santaniello, Attorney for Defendants



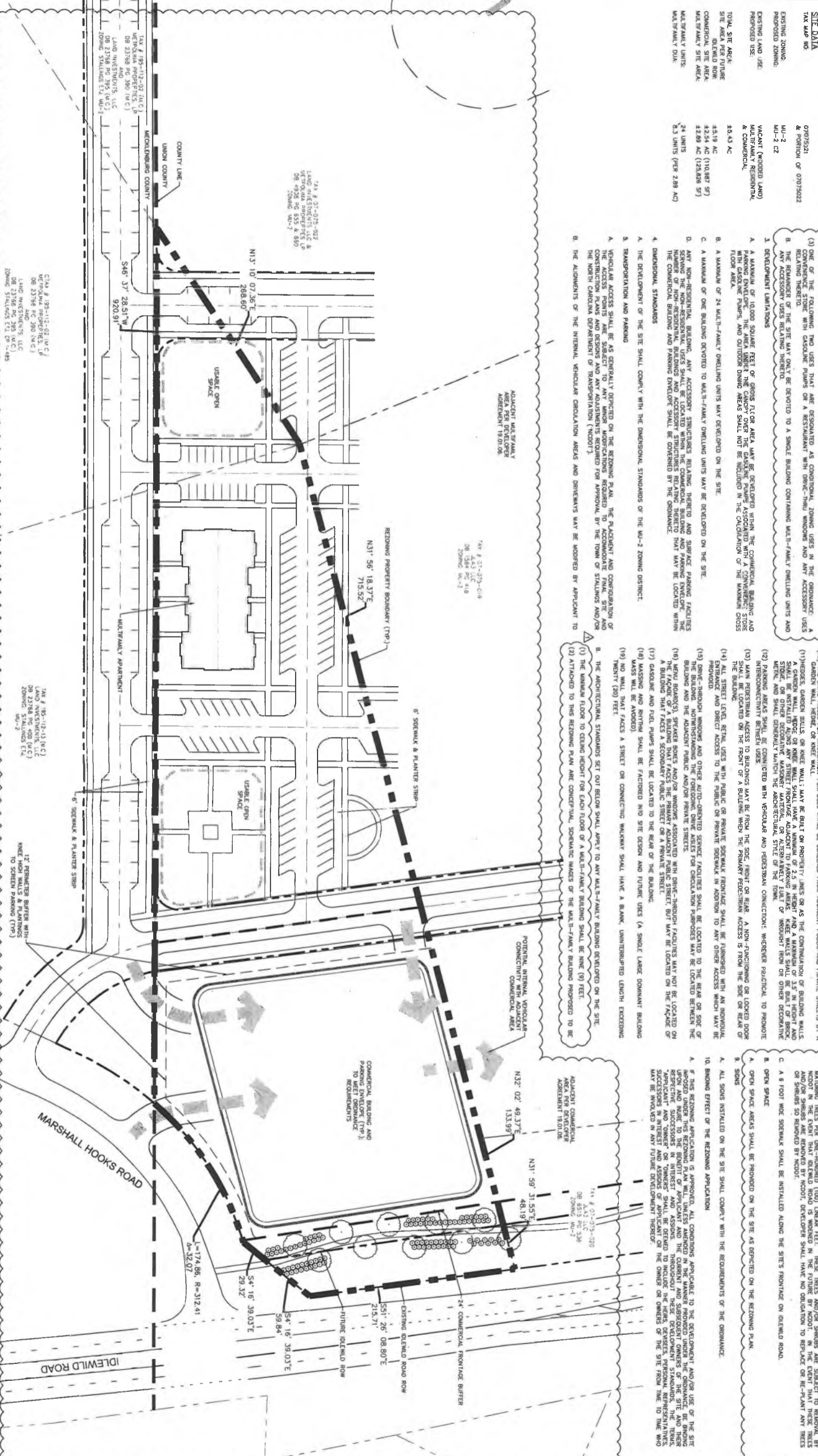
- 1. GENERAL PROVISIONS**
- A. THESE DEVELOPMENT STANDARDS FORM A PART OF THE ZONING PLAN ASSOCIATED WITH THE REZONING APPLICATION FILED BY LAND INVESTMENTS, LLC FOR AN APPROXIMATELY 4.4 ACRES SITE LOCATED ON THE NORTH SIDE OF IDELWILD ROAD, JUST EAST OF THE IDELWILD ROAD INTERCHANGE, WHICH SITE IS MORE PARTICULARLY DESCRIBED ON THE REZONING PLAN AND PERMITTED FOR USE AS MULTI-FAMILY DWELLING UNITS (M-FDWU).
- B. THE DEVELOPMENT AND USE OF THE SITE WILL BE GOVERNED BY THE ZONING PLAN, THESE DEVELOPMENT STANDARDS AND ESTABLISHED UNDER THE ORDINANCE FOR THE WREK USE (MU-2) ZONING DISTRICT SHALL GOVERN THE DEVELOPMENT AND USE OF THE SITE.
- C. THE DEVELOPMENT AND USES DERIVED ON THE REZONING PLAN ARE SCHEDULED IN NATURE AND ARE INTENDED TO DEPEND ON THE GENERAL CHARACTER OF THE SITE. ACCORDINGLY, THE ULTIMATE LAYOUT, REPRESENTATIONS OF THE PROPOSED DEVELOPMENT AND SITE ELEMENTS, AND THEY MAY BE ALTERED OR ADJUSTED IN ACCORDANCE WITH THE STRIKE, YARD AND PERMETER LANDSCAPING REQUIREMENTS SET FORTH IN THE REZONING PLAN AND MATERIAL CHANGES TO THE GENERAL DESIGN INTENT DERIVED ON THE REZONING PLAN.
- D. PERMANENT TO THE ORDINANCE AND SECTION 1901.06 (1) OF THE NORTH CAROLINA GENERAL STATUTES, THE DEVELOPMENT AND USES DERIVED ON THE REZONING PLAN SHALL BE SUBJECT TO THE LEVEL OF INVESTMENT, ECONOMIC CYCLES AND MARKET CONDITIONS.
- E. PERMITTED USES
- F. THAT PORTION OF THE SITE ON WHICH THE COMMERCIAL BUILDING AND PARKING ENVELOPE IS LOCATED MAY BE DEVOTED ONLY TO THE USES SET OUT BELOW (AND ANY COMBINATION OF SUCH USES).
- G. ANY NON-RESIDENTIAL USES PROHIBITED BY RIGHT IN THE MU-2 ZONING DISTRICT, WHICH USES ARE DESIGNATED AS (1) THROUGH (10) ON THE REZONING PLAN, SHALL BE PROHIBITED UNLESS THE DEVELOPMENT AND USES ARE DESIGNATED AS USES LISTED WITH ADDITIONAL STANDARDS IN THE ORDINANCE AND ANY ACCESSORY USES RELATING HERETO; AND
- H. ONE OF THE FOLLOWING TWO USES THAT ARE DESIGNATED AS CONDITIONAL ZONING USES IN THE ORDINANCE: A COMMERCIAL STORE WITH GASOLINE PUMPS OR A RESTAURANT WITH DRIVE-THRU WINDOWS AND ANY ACCESSORY USES B. THE REPAIRS OF THE SITE MAY ONLY BE DEVOTED TO A SINGLE BUILDING CONTAINING MULTI-FAMILY DWELLING UNITS AND ANY ACCESSORY USES RELATING HERETO.

- 2. DEVELOPMENT LIMITATIONS**
- A. A MAXIMUM OF 10,000 SQUARE FEET OF GROSS FLOOR AREA MAY BE DEVELOPED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE. THE AREA UNDER THE CANOPY OVER THE GASOLINE PUMPS ASSOCIATED WITH A COMMERCIAL STORE WITH GASOLINE PUMPS, AND OUTDOOR DINING AREAS SHALL NOT BE INCLUDED IN THE CALCULATION OF THE MAXIMUM GROSS FLOOR AREA.
- B. A MAXIMUM OF 24 MULTI-FAMILY DWELLING UNITS MAY BE DEVELOPED ON THE SITE.
- C. A MAXIMUM OF ONE BUILDING DEVOTED TO MULTI-FAMILY DWELLING UNITS MAY BE DEVELOPED ON THE SITE.
- D. ANY NON-RESIDENTIAL BUILDING, ANY ACCESSORY STRUCTURES RELATING HERETO AND SURFACE PARKING FACILITIES SERVING THE NON-RESIDENTIAL USES SHALL BE LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE. THE COMMERCIAL BUILDING AND PARKING ENVELOPE SHALL BE CONSIDERED AS A SINGLE BUILDING FOR THE PURPOSES OF THE ORDINANCE.
- 3. DIMENSIONAL STANDARDS**
- A. THE DEVELOPMENT OF THE SITE SHALL COMPLY WITH THE DIMENSIONAL STANDARDS OF THE MU-2 ZONING DISTRICT.
- B. TRANSPORTATION AND PARKING
- C. VEHICULAR ACCESS SHALL BE AS GENERALLY DEPicted ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE ACCESS POINTS ARE SUBJECT TO ANY MINOR ADJUSTMENTS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND DESIGN AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF STALLINGS AND/OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT).
- D. THE ALIGNMENTS OF THE INTERNAL VEHICULAR CIRCULATION AREAS AND DRIVEWAYS MAY BE MODIFIED BY APPLICANT TO ACCOMMODATE CHANGES IN TRAFFIC PATTERNS, PARKING LAYOUTS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF STALLINGS AND/OR NCDOT.
- E. THE SITE SHALL MEET THE DESIGN REQUIREMENTS OF THE ORDINANCE.
- F. ARCHITECTURAL STANDARDS/DESIGN STANDARDS
- G. THE ARCHITECTURAL AND DESIGN STANDARDS SET OUT BELOW SHALL APPLY TO THAT PORTION OF THE SITE LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE.
- H. THE MINIMUM FLOOR TO CEILING HEIGHT OF A BUILDING SHALL BE NINE (9) FEET.
- I. DEVELOPMENT WILL MEET THE APPLICABLE SITE DEVELOPMENT AND DESIGN REQUIREMENTS OF THE ORDINANCE.
- J. THE BUILDINGS DEVELOPED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE SHALL MEET THE APPLICABLE BUILDING AND DESIGN STANDARDS SET OUT BELOW SHALL APPLY TO THAT PORTION OF THE SITE LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE.
- K. LOT DIMENSIONS AND DESIGN SHALL BE GOVERNED BY THE ORDINANCE.
- L. ALL FREESTANDING LIGHTING FIXTURES INSTALLED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE (INCLUDING AREAS AND IN THE LANDSCAPE AREAS) SHALL BE FULLY SHIELDED AND THE ILLUMINATION DOWNWARDLY DIRECTED SO THAT DIRECT ILLUMINATION DOES NOT EXCEED FIFTY (50) FOOT CANDLE PER SQUARE FOOT OF THE COMMERCIAL BUILDING AND PARKING ENVELOPE.
- M. ANY LIGHTING AND DOWNWARDLY DIRECTED LIGHTING FIXTURES SHALL BE INSTALLED ON A BUILDING LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE.
- N. BUILDINGS SHALL HAVE A MINIMUM OF ONE (1) WINDOW TO THE STREET AND REAR BUFFER REQUIREMENTS OF THE ORDINANCE. STRAWKS WILL HAVE A MINIMUM OF ONE (1) WINDOW TO THE STREET AND REAR BUFFER REQUIREMENTS OF THE ORDINANCE.
- O. BUILDING FACADES SHALL BE GENERALLY PARALLEL TO PROVIDE PROPERTY LINES.
- P. PARKING AREAS SHALL BE LOCATED TO THE REAR AND/OR SIDE OF THE BUILDING. SIDE-YARD PARKING MAY OCCUPY NO MORE THAN 50% OF THE BUFFER YARD (SIDE-YARD BUFFER). THE BUFFER YARD SHALL BE A PUBLIC STREET AND SHALL BE PROTECTED BY A STREET WITH A TYPE D BUFFER YARD (SIDE-YARD BUFFER) 17 TO 20 FEET WIDE AND 2 SMALL YARDING TREES PER 100 (2) SQUARE FEET OF BUFFER YARD.
- Q. THE DRIVE ASLES FOR CIRCULATION PURPOSES SHALL BE SCREENED FROM ADJACENT PUBLIC AND PRIVATE STREETS BY A GARDEN WALL, HEDGE OR KNEE WALL.
- R. GARDEN WALL, HEDGE OR KNEE WALL SHALL HAVE A MINIMUM OF 2.5' IN HEIGHT AND A MAXIMUM OF 3.5' IN HEIGHT AND SHALL BE CONSTRUCTED WITH A MINIMUM OF 2" RIBBED ASPHALT OR ALTERNATELY FINISH OF ANCHORED IRON OR OTHER DECORATIVE MATERIAL AND SHALL GENERALLY MATCH THE ARCHITECTURAL STYLE OF THE TOWN.
- S. PARKING AREAS SHALL BE CONNECTED WITH VEHICULAR AND PEDESTRIAN CONNECTIONS WHEREVER PRACTICAL TO PROMOTE INTERCONNECTIVITY BETWEEN USES.
- T. MAIN RESTRICTIONS ON BUILDINGS MAY BE FROM THE SIDE, FRONT OR REAR. A NON-FUNCTIONING OR LOCKED DOOR OR WINDOW SHALL BE PROHIBITED ON THE FRONT OF A BUILDING WHEN THE PRIMARY PEDESTRIAN ACCESS IS FROM THE SIDE OR REAR OF THE BUILDING.
- U. ALL STREET LEVEL, STAIRS WITH PUBLIC OR PRIVATE SIDEWALK FRONTAGE SHALL BE RAMPED WITH AN APPROXIMATE ENTRANCE AND DIRECT ACCESS TO THE PUBLIC OR PRIVATE SIDEWALK IN ADDITION TO ANY OTHER ACCESS WHICH MAY BE PROVIDED.
- V. DRIVE-THROUGH WINDOWS AND OTHER AUTO-ORIENTED SERVICE FACILITIES SHALL BE LOCATED TO THE REAR OR SIDE OF THE BUILDING AND THE BUILDING FRONTAGE TO THE DRIVE-THROUGH SERVICE FACILITIES MAY NOT BE LOCATED BETWEEN THE DRIVE-THROUGH SERVICE FACILITIES AND THE DRIVE-THROUGH SERVICE FACILITIES MAY NOT BE LOCATED BETWEEN THE DRIVE-THROUGH SERVICE FACILITIES AND THE DRIVE-THROUGH SERVICE FACILITIES.
- W. THE FACADE OF A BUILDING THAT FACES THE PRIMARY ADJACENT PUBLIC STREET MAY BE LOCATED ON A BUILDING THAT FACES A SECONDARY PUBLIC STREET OR A PRIVATE STREET.
- X. GASOLINE AND FUEL PUMPS SHALL BE LOCATED TO THE REAR OF THE BUILDING.
- Y. MASSING AND RHYTHM SHALL BE FACTORED INTO SITE DESIGN AND FUTURE USES (A SINGLE LARGE DOMINANT BUILDING MASS WILL BE AVOIDED).
- Z. NO WALL THAT FACES A STREET OR CONNECTING WALKWAY SHALL HAVE A BLANK, UNINTERRUPTED LENGTH EXCEEDING TWENTY (20) FEET.

- 4. OPEN SPACE**
- A. OPEN SPACE AREAS SHALL BE PROVIDED ON THE SITE AS DERIVED ON THE REZONING PLAN.
- B. ALL SORES INSTALLED ON THE SITE SHALL COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE.
- 5. BUFFER EFFECT OF THE REZONING APPLICATION**
- A. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT AND/OR USE OF THE SITE UPON AND MADE TO THE BENEFIT OF APPLICANT AND THE CURRENT AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERMS, CONDITIONS AND ASSIGNS OF APPLICANT OR THE OWNER OR OWNERS OF THE SITE FROM THE DATE OF THESE STANDARDS MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.
- 6. BONDING EFFECT OF THE REZONING APPLICATION**
- A. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT AND/OR USE OF THE SITE UPON AND MADE TO THE BENEFIT OF APPLICANT AND THE CURRENT AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERMS, CONDITIONS AND ASSIGNS OF APPLICANT OR THE OWNER OR OWNERS OF THE SITE FROM THE DATE OF THESE STANDARDS MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.
- 7. STREETSCAPE ALONG IDELWILD ROAD**
- A. A TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA SHALL BE ESTABLISHED ALONG THE SITE'S FRONTAGE ON IDELWILD ROAD AS DERIVED ON THE REZONING PLAN. A CONCEPTUAL MAZE OF THIS TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA IS FUTURE RIGHT OF WAY LINE DERIVED ON THE REZONING PLAN. THE TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA SHALL MEET THE FOLLOWING PLANNING STANDARDS: TWENTY (20) EVERGREEN SHRUBS AND TWO (2) CANOPY TREES OR THREE (3) SMALL YARDING TREES PER ONE-HUNDRED (100) SQUARE FEET. PERMETER STREET TREES MAY BE LOCATED WITHIN OR ALONG THE REAR EDGE OF THE TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA AS A CONTINUATION OF BUILDING WALLS.
- B. AS DERIVED ON THE REZONING PLAN, DEVELOPERS SHALL INSTALL LANDSCAPING BETWEEN THE OUTER EDGE OF THE TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA REFERENCED ABOVE IN SUBPARAGRAPH 7.A. (EACH OUTER EDGE BEING THE FUTURE RIGHT OF WAY LINE) AND THE EXISTING RIGHT OF WAY LINE OF IDELWILD ROAD. THIS LANDSCAPING SHALL MEET THE FOLLOWING PLANNING STANDARDS: TWENTY (20) EVERGREEN SHRUBS AND TWO (2) CANOPY TREES OR THREE (3) SMALL YARDING TREES PER ONE-HUNDRED (100) SQUARE FEET. PERMETER STREET TREES MAY BE LOCATED WITHIN OR ALONG THE REAR EDGE OF THE TWENTY FOUR (24) FOOT WIDE LANDSCAPE AREA AS A CONTINUATION OF BUILDING WALLS.
- C. A 6 FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG THE SITE'S FRONTAGE ON IDELWILD ROAD.

SITE DATA

TAX MAP NO.	097952A
EXISTING ZONING	MU-2 CZ
PROPOSED ZONING	MU-2 CZ
EXISTING LAND USE	VACANT (UNBUILT) LAND
PROPOSED LAND USE	MULTIFAMILY RESIDENTIAL & COMMERCIAL
TOTAL SITE AREA	45.43 AC
SITE AND BUFFER AREA	45.19 AC
COMMERCIAL SITE AREA	42.54 AC (110,487 SF)
MULTIFAMILY SITE AREA	42.89 AC (123,428 SF)
MULTIFAMILY UNITS	24 UNITS
MULTIFAMILY DOW	83 UNITS (PER 2.89 AC)



FOR PUBLIC HEARING

2021-XXXX

REZONING PETITION

REZONING DOCUMENT

STINSON FARMS CZ

STALLINGS, NORTH CAROLINA

LAND INVESTMENTS, LLC

1341 EAST MOREHEAD STREET, SUITE 201

CHARLOTTE, NC 28204

704.344.1868

DRS

DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1816 Wilkinson Blvd., Ste 200 Charlotte, NC 28203

704.343.8676

SCALE 1" = 50'

PROJECT # 297-018

DRAWN BY JO

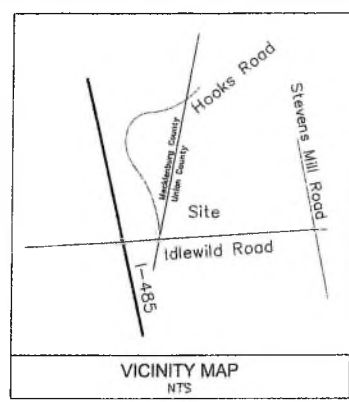
CHECKED BY NS

FEBRUARY 12, 2021

REVISIONS:

1. 4.30.21 - PER SITE UNITS

RZ10



SITE DATA

TAX MAP NO U.C.: 07075020, 07075019, 07075018, 07075017A, 0707017, 07075028, 07075023, 07075022, 07075022A, 07075021

TAX MAP NO M.C.: 19511224, 19511202, 19511201, 19511213

ZONING: MU-2

TOTAL SITE AREA: ±72.80 ACRES

SITE AREA PER FUTURE IDLEWILD ROW: ±70.1 ACRES

COMMERCIAL AREA: ±13.3 ACRES

RESIDENTIAL AREA: ±56.8 ACRES

EXISTING LAND USE: VACANT (WOODED LAND)

PROPOSED USE: MULTIFAMILY RESIDENTIAL, ATTACHED HOMES (TOWNHOMES), SINGLE FAMILY DETACHED HOMES, COMMERCIAL

A. VEHICULAR ACCESS TO THE PROPERTY SHALL BE AS GENERALLY DEPICTED ON THE CONCEPT PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND DESIGNS AND TO ANY OTHER ADJUSTMENTS THAT ARE APPROVED BY THE TOWN AND/OR NCDOT.

B. THE PROPERTY WILL BE SERVED BY INTERNAL PUBLIC STREETS AND INTERNAL PRIVATE STREETS, AND ADJUSTMENTS TO THE LOCATIONS OF THE INTERNAL PUBLIC STREETS AND THE INTERNAL PRIVATE STREETS SHALL BE ALLOWED DURING THE CONSTRUCTION PERMITTING PROCESS UPON THE APPROVAL OF THE DEVELOPMENT ADMINISTRATOR AND THE TOWN ENGINEER. ADDITIONALLY, MODIFICATIONS TO THE ALIGNMENTS AND LOCATIONS OF THE INTERNAL DRIVES, VEHICULAR CIRCULATION AREAS AND DRIVEWAYS SHALL BE ALLOWED DURING THE CONSTRUCTION PERMITTING PROCESS UPON THE APPROVAL OF THE DEVELOPMENT ADMINISTRATOR AND THE TOWN ENGINEER.

C. THE DEVELOPMENT AND USES DEPICTED ON THE CONCEPT PLANS (SHEETS 0-7) ARE SCHEMATIC IN NATURE AND ARE INTENDED TO DEPICT THE GENERAL ARRANGEMENT OF USES AND IMPROVEMENTS ON THE PROPERTY. ACCORDINGLY, THE ULTIMATE LAYOUT, LOCATIONS AND SIZES OF THE DEVELOPMENT AND SITE ELEMENTS DEPICTED ON THE CONCEPT PLAN ARE GRAPHIC REPRESENTATIONS OF THE PROPOSED DEVELOPMENT AND SITE ELEMENTS, AND THEY MAY BE ALTERED OR MODIFIED IN ACCORDANCE WITH THE SETBACK, YARD, BUFFER AND LANDSCAPING REQUIREMENTS SET FORTH ON THE CONCEPT PLAN.

- BUILDING STANDARDS**
- SETBACKS:**
- COMMERCIAL =
 - FRONT: 12' MINIMUM FROM STREET ROW
 - REAR: 12' MINIMUM WHEN NO BUFFER IS REQUIRED
 - SIDE: 12' MINIMUM WHEN NO BUFFER IS REQUIRED
 - SINGLE FAMILY DETACHED =
 - FRONT: 16'
 - REAR: 12'
 - SIDE: 5'
 - MULTIFAMILY =
 - FRONT (MAIN STREET): 21'
 - FRONT: 16' (BUILD TO LINE)
 - REAR: 12'
 - SIDE: 5'
- PROPOSED BUILDING DIMENSIONS & AREA CALCS:**
- SINGLE FAMILY DETACHED = ± 39'x63' (±2,700 AVERAGE SF PER HOME)
 - 32 HOMES X 2,700 SF = ±86,400 SF TOTAL
 - ATTACHED HOMES = ± 22'x56' (±1,720 AVERAGE SF PER UNIT)
 - 109 UNITS X 1,720 SF = 187,480 SF
 - MULTIFAMILY = 17 BUILDINGS (±30,920 AVERAGE SF PER BUILDING)
 - 17 BUILDINGS X 30,920 SF = ±525,640 SF
 - ±7,000 SF CLUB
 - = ±532,640 SF TOTAL
- COMMERCIAL AREA WILL BE GOVERNED BY THE ORDINANCE AND DEVELOPMENT AGREEMENT

UNITS:

408 MULTI-FAMILY UNITS

109 ALLEY LOADED TOWNHOMES

32 SINGLE FAMILY DETACHED (6,000 SF MIN. & 60' WIDE MIN.)

BUILDING HEIGHT:

THE MAXIMUM HEIGHT OF ANY BUILDING DEVELOPED ON THE SITE SHALL BE GOVERNED BY THE ORDINANCE

MAX DUA: 28 DUA

PROPOSED RESIDENTIAL DUA: ±9.66 DUA (PER 56.8 AC)

MULTIFAMILY DUA: ±17.33 DUA

TOWNHOME DUA: ±7.26 DUA

SINGLE FAMILY DUA: ±1.75 DUA

TREE SAVE REQUIRED: 6% MINIMUM

SEE SHEET 6 FOR FURTHER DETAIL

OPEN SPACE REQUIRED: 7.5% MINIMUM

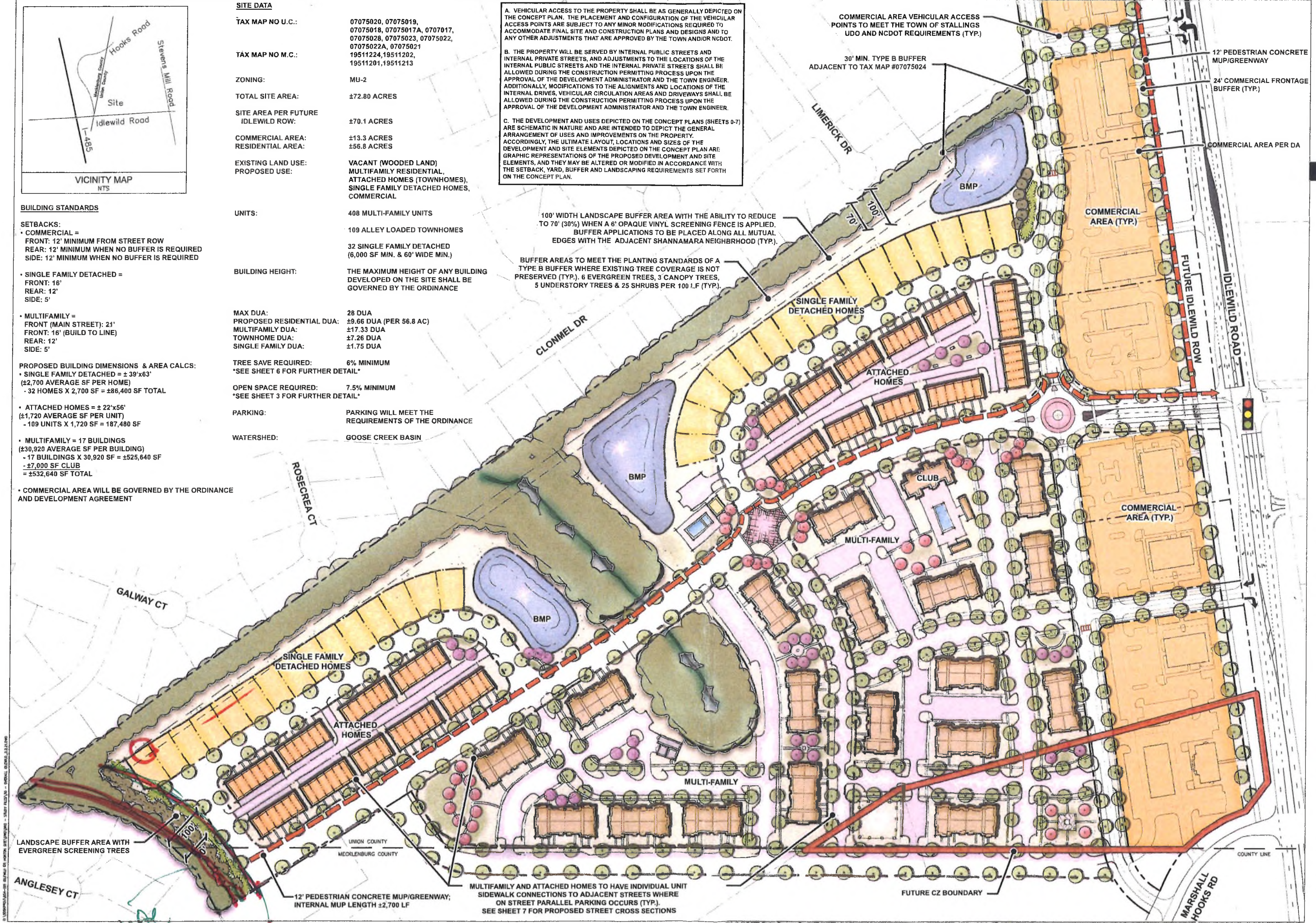
SEE SHEET 3 FOR FURTHER DETAIL

PARKING: PARKING WILL MEET THE REQUIREMENTS OF THE ORDINANCE

WATERSHED: GOOSE CREEK BASIN

100' WIDTH LANDSCAPE BUFFER AREA WITH THE ABILITY TO REDUCE TO 70' (30%) WHEN A 6' OPAQUE VINYL SCREENING FENCE IS APPLIED. BUFFER APPLICATIONS TO BE PLACED ALONG ALL MUTUAL EDGES WITH THE ADJACENT SHANNAMARA NEIGHBORHOOD (TYP.).

BUFFER AREAS TO MEET THE PLANTING STANDARDS OF A TYPE B BUFFER WHERE EXISTING TREE COVERAGE IS NOT PRESERVED (TYP.). 6 EVERGREEN TREES, 3 CANOPY TREES, 5 UNDERSTORY TREES & 25 SHRUBS PER 100 L.F. (TYP.).



DRG DESIGN RESOURCE GROUP

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

2650 Wilkinson Blvd, Ste 200 Charlotte, NC 28208
704.343.0908
www.drgpa.com

DEVELOPMENT AGREEMENT

STINSON FARMS
STALLINGS, NORTH CAROLINA

D.R. HORTON

DA SITE PLAN

SCALE: 1" = 100'

PROJECT #: 854-001
DRAWN BY: JO
CHECKED BY: NB

NOVEMBER 2, 2021

REVISIONS:

Handwritten notes: "Landscape" and "Limit as much as possible"

DEVELOPMENT AGREEMENT
BY AND AMONG
JLA3, LLC, IDLEWILD ASSOCIATES, LLC,
METROLINA PROPERTIES LIMITED PARTNERSHIP, LAND INVESTMENTS, LLC
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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STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2021 (the “**Effective Date**”) by and among **JLA3, LLC**, a North Carolina limited liability company (“**JLA3**”), **Idlewild Associates, LLC**, a North Carolina limited liability company (“**Idlewild**”), **Metrolina Properties Limited Partnership**, a North Carolina limited partnership (“**Metrolina**”), **Land Investments, LLC**, a North Carolina limited liability (“**LI**”) and the **Town of Stallings**, a North Carolina municipal corporation (“**Town**”).

STATEMENT OF PURPOSE

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

BACKGROUND

1. JLA3 is the owner of five (5) parcels of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that are designated as Tax Parcel Nos. 070-750-20, 070-750-19, 070-750-17, 070-750-28 and 070-750-17A on the Union County Tax Maps (the “**JLA3 Property**”).
2. Idlewild is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-18 on the Union County Tax Maps (the “**Idlewild Property**”).
3. Metrolina is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-22A on the Union County Tax Maps (the “**Metrolina Property**”).
4. Metrolina and LI are the owners of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-22 on the Union County Tax Maps (the “**Metrolina-LI Property**”).
5. The JLA3 Property, the Idlewild Property, the Metrolina Property and the Metrolina-LI Property are hereinafter collectively referred to as the “**Property.**” The Property contains approximately 51.47 acres is subject to the terms and conditions of this Agreement. The Property is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is zoned MU-2.
6. JLA3, Idlewild, Metrolina and LI and their successors in interest are hereinafter collectively referred to as the “**Developer.**”
7. Developer desires to develop a multi-use development (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 detached dwelling units, single family attached dwelling units, multi-family dwellings units and associated residential amenities, and commercial uses as allowed under the Ordinance.
8. The Project is an approximately 51.47 acre portion of an approximately 74.268 acre multi-use development that has been planned as a single unified development. This single unified development of which the Project is a part is hereinafter referred to as the “**Unified Development.**”
9. After careful review and deliberation, the Town has determined that the Project is consistent with the Ordinance and that it would further the health, safety, welfare and economic well-being of the Town.
10. 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 and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Project in accordance with the terms of this Agreement and the approvals set forth herein without encountering future changes in ordinances, regulations or policies that would affect Developer's ability to develop the Project under the terms of this Agreement.

TERMS

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

1. Public Hearing. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on March 22, 2021 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved on April 26, 2021 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 Agreement by the Town Council included the approval of the eleven (11) page Site Development Plan (as defined in Section 7.7(D)(1) of the Ordinance) for the Project (the "**Concept Plan**") attached hereto as **Exhibit B** and incorporated herein by reference. As referenced above, the Project is a portion of the Unified Development, and the Concept Plan includes the Property and the other portions of the Unified Development.

2. Permitted Uses/Maximum Density. Subject to the limitations set out herein and on the Concept Plan, the Property may be devoted to the uses and to the development densities set out below. That portion of the Property on which commercial uses may be located is designated on the Concept Plan as the "**Commercial Area**."

A. A maximum of 408 multi-family dwelling units may be developed on the Property.

B. A maximum of 57 single family attached dwelling units may be developed on the Property.

C. A maximum of 16 single family detached dwelling units may be developed on the Property.

D. Incidental and accessory uses relating to the foregoing residential uses that are permitted in the MU-2 zoning district may be developed on the Property. Incidental and accessory uses may include, without limitation, a leasing and management office for the multi-family dwelling units and amenities for the single family detached dwelling units, the single family attached dwelling units and the multi-family dwelling units.

E. Notwithstanding anything contained herein to the contrary, Developer may develop single family attached dwelling units and/or single family detached dwelling units in lieu of multi-family dwelling units, provided, however, that the total residential density on the Property shall not exceed 481 dwelling units.

F. Commercial Area.

(1) Subject to the limitations set out below in subparagraphs 3, 4 and 5, the Commercial Area may be devoted to any non-residential use or uses listed by right, any non-residential use or uses listed with additional standards and/or any non-residential use or uses listed with conditions in the MU-2 zoning district as set out in Table 8.1 of the Ordinance, and to any non-residential accessory and incidental uses relating thereto that are permitted in the MU-2 zoning district.

(2) Neither the Agreement nor the Concept Plan limit the number and locations of principal buildings, accessory structures and parking areas or the maximum gross floor area that may be developed on the Commercial Area. The maximum number and locations of principal buildings, accessory structures and parking areas and the maximum gross floor area that may be developed on the Commercial Area shall be governed by the terms of the Ordinance

(3) A convenience store with gasoline sales shall not be permitted on the Commercial Area.

(4) A maximum of two (2) quick service/fast food restaurants may be developed on the Commercial Area. By way of example, and not by way of limitation, a quick service/fast food restaurant includes Chick Fil-A, McDonald's, Wendy's, Arby's, Bojangle's and similar restaurants. This limitation or restriction shall not apply to fast casual restaurants such as Panera Bread, Chipotle, Dunkin Donuts, Starbucks and similar restaurants, whether such fast casual restaurants are located in a freestanding building or in a multi-tenant building.

(5) No more than five (5) outparcels shall be issued certificates of occupancy, including any outparcel on the adjacent site subject to Conditional Rezoning Application CZ 21.02.01 (all of Tax Parcel No. 070-750-21 and a portion of Tax Parcel No. 070-750-22), until a Zoning Compliance Permit has been issued for a full service restaurant ("FSR") to be located within the Commercial Area. For purposes of this provision, an FSR shall be defined as a restaurant with tables and seating and table service. An FSR may have a pick up window but no exterior menu board.

G. Private Sewer Treatment Facility. A private sewer treatment facility shall not be permitted on the on the Property.

3. Development of the Property. The Property may be developed in accordance with the Concept Plan, Site Construction Plans (as defined in Section 7.7(G)(1) of the Ordinance) subsequently submitted to and approved by the Development Administrator, associated permits, the applicable provisions of the Ordinance and the terms of this Agreement. Approval of this Agreement pursuant to Sections 160A-400.20 et seq. of the North Carolina General Statutes does not confer additional authority to the Town to consider the development of the Property or to impose conditions or restrictions beyond those allowed by the Ordinance. The agreements of the Developer herein are voluntary agreements. The development and uses depicted on the Concept Plan are schematic in nature and are intended to depict the general arrangement of uses and improvements on the Property. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Concept Plan are graphic representations of the proposed development and site elements, and they may be altered or modified in accordance with the setback, yard, buffer and landscaping requirements set forth on the Concept Plan.

4. Development Schedule. 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 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 the later to occur of five (5) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the single family detached dwelling units, the single family attached dwelling units and a minimum of 200 of the multi-family dwelling units.

B. Within the later to occur of ten (10) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the remaining 136 multi-family dwelling units and the Commercial Area.

C. The development of the Project shall be substantially completed within the later to occur of fifteen (15) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property. Substantially completed shall mean that all streets and infrastructure have been constructed and installed on the Property.

D. This Section 4 of the Agreement relates only to the development schedule of the Project. After the substantial completion of the development of the Project as defined above in subparagraph C, the development and use of the Property will continue to be subject to the terms and conditions of this Agreement.

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

A. Vehicular access to the Property shall be as generally depicted on the Concept Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any other adjustments that are approved by the Town and/or the North Carolina Department of Transportation ("NCDOT").

B. The Property will be served by internal public streets and internal private streets, and adjustments to the locations of the internal public streets and the internal private streets shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer. Additionally, modifications to the alignments and locations of the internal drives, vehicular circulation areas and driveways shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. Subject to the approval of NCDOT and the terms of this Section 5, Developer, or its successors in interest, shall install all of the transportation improvements that are required to be installed by the developer of the Project in a Traffic Impact Analysis dated _____, 2020 prepared by Ramey Kemp and Associates (the “TIA”). The transportation improvements that are required to be installed by the developer of the Project shall be installed in accordance with the schedule and/or the phasing analysis in the TIA and such transportation improvements shall be installed in accordance with the specifications of NCDOT.

(1) The TIA recommends that the additional eastbound lane to be installed by Developer on Idlewild Road taper down at Access C (the signalized access point into the Property from Idlewild Road) and terminate on the eastern side of Access C. Notwithstanding that recommendation and subject to the approval of NCDOT, Developer will extend the additional eastbound lane to be installed on Idlewild Road to Stevens Mill Road, and this extended eastbound lane shall terminate at Stevens Mill Road as a left turn lane onto Stevens Mill Road.

D. In the event that the density of the Project is reduced by Developer below the maximum density allowed in this Agreement and the reduction in density results in a decrease in the number of vehicular trips generated by the Project, Developer may, at its option, have an amended TIA prepared and approved by NCDOT (the “Amended TIA”). Developer shall then be required to only install the transportation improvements that are required to be installed by the developer of the Project in the Amended TIA rather than the transportation improvements that are required to be installed by the developer of the Project in the TIA, and such transportation improvements shall be installed in accordance with the schedule and/or the phasing analysis in the Amended TIA and in accordance with the specifications of NCDOT.

E. If Developer does not move forward with the development of the Project, Developer shall not be required to install any of the transportation improvements set out in the TIA or in any Amended TIA.

6. Multi-Use Path/Greenway Trail.

A. Developer shall install a minimum 12 foot wide multi-use path/greenway trail along a portion of the Property’s frontage on Idlewild Road as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

B. Developer shall install a minimum 12 foot wide multi-use path/greenway trail within the Property as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

C. The Project, and the infrastructure relating thereto, shall be developed in phases. The minimum 12 foot wide multi-use path/greenway trail referenced above located within each phase of the Project shall be completed prior to the issuance of the first certificate of occupancy for the

phase of the Project in which the relevant portion of the 12 foot wide multi-use path/greenway trail is located.

7. Architectural and Design Standards/Buffers, Landscaping and Screening/Gateway Sign/Storm Water Facilities.

A. Single Family Detached Dwelling Units. The architectural standards set out below shall apply to any single family detached dwelling unit developed on the Property.

(1) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(2) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(3) Dimensional shingles shall be utilized on the roof.

(4) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.

(5) Each single family detached dwelling unit shall include a covered front porch that faces the adjacent street.

(6) The minimum floor to ceiling height of the first floor of each single family detached dwelling unit shall be nine (9) feet.

(7) The front façade (street facing façade) shall be articulated through the use of gables and offsets.

(8) Each single family detached dwelling unit shall have a minimum two (2) car garage with a carriage style door and hardware.

(9) Adequate swales will be installed between the single family detached dwelling units in accordance with standard engineering design criteria.

(10) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

B. Single Family Attached Dwelling Units. The architectural standards set out below shall apply to any single family attached dwelling unit developed on the Property.

(1) Each single family attached dwelling unit will be alley loaded.

(2) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(3) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

- (4) Dimensional shingles shall be utilized on the roof.
- (5) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.
- (6) Each single family attached dwelling unit shall have a covered front porch with a minimum width equal to 40 percent (40%) of the width of the front façade of the single family attached dwelling unit.
- (7) The minimum floor to ceiling height of the first floor of each single family attached dwelling unit shall be nine (9) feet.
- (8) The front façade (street facing façade) shall be articulated through the use of gables and offsets.
- (9) Sidewalks shall connect each single attached dwelling unit to a public sidewalk.
- (10) Adequate swales will be installed between the buildings containing single family attached dwelling units in accordance with standard engineering design criteria.
- (11) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

C. Multi-Family Dwelling Units. The architectural standards set out below shall apply to any multi-family building developed on the Property.

- (1) The minimum floor to ceiling height for each floor of a multi-family building shall be nine (9) feet.
- (2) Attached hereto as Exhibit C and incorporated herein by reference are conceptual, schematic images of the multi-family buildings proposed to be developed on the Property. The purposes of the conceptual, schematic images are to depict the general conceptual architectural style, design intent and character of the multi-family buildings to be developed on the Property. The finishes and colors of building exteriors may vary from what is depicted on the conceptual, schematic images. Additionally, changes and alterations to the exterior of the multi-family buildings that do not materially change the overall conceptual architectural style, design intent and character shall be permitted.
- (3) The Development Administrator may approve different building elevations for the multi-family buildings if the Development Administrator determines that such different building elevations are similar to the attached conceptual, schematic images in terms of quality and exterior building materials.
- (4) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding.
- (5) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(6) The maximum height of any multi-family building developed on the Property shall be governed by the Ordinance.

D. Non-Residential Buildings on the Commercial Area. The architectural and design standards set out below shall apply to the Commercial Area.

(1) The minimum floor to ceiling height of the first floor of a building shall be nine (9) feet.

(2) The development of the Commercial Area will meet the applicable site development and design requirements of the Ordinance.

(3) The buildings developed on the Property shall meet the applicable building type requirements of the Ordinance.

(4) Lot dimensions and densities shall be governed by the Ordinance.

(5) All freestanding lighting fixtures installed on the Commercial Area (excluding street lights and lower, decorative lighting that may be installed along the driveways, sidewalks and parking areas and in the landscaped areas) shall be fully shielded and the illumination downwardly directed so that direct illumination does not extend past any property line of the Commercial Area.

(6) Any lighting attached to a building on the Commercial Area shall be decorative, capped and downwardly directed. "Wall-pak" type lighting fixtures may not be installed on a building located on the Commercial Area.

(7) Buildings will have a 12' minimum setback from street right of way when no buffer is required. Side and rear setbacks will vary according to the side and rear buffer requirements of the Ordinance.

(8) Building facades shall be generally parallel to frontage property lines.

(9) Parking areas shall be located to the rear and/or side of a building. Side-yard parking may occupy no more than 35% of the principal frontage line adjacent to a public street and shall be buffered from the street with a Type D Buffer Yard (5' minimum width; 17 to 20 shrubs and 2 small maturing trees per 100 LF).

(10) The drive aisles for circulation purposes shall be screened from adjacent public and private streets by a garden wall, hedge, or knee wall.

(11) Hedges, garden walls, or knee walls may be built on property lines or as the continuation of building walls. A garden wall, hedge or knee wall shall have a minimum of 2.5' in height and a maximum of 3.5' in height and shall be installed along any street frontage adjacent to parking areas. Knee walls shall be built of brick, stone, or other decorative masonry material, or alternatively built of wrought iron or other decorative metal and shall generally match the architectural style of the Town.

(12) Parking areas shall be connected with vehicular and pedestrian connections wherever practical to promote interconnectivity between uses.

(13) Main pedestrian access to buildings may be from the side, front or rear. A non-functioning or locked door shall be located on the front of a building when the primary pedestrian access is from the side or rear of the building.

(14) All street level retail uses with public or private sidewalk frontage shall be furnished with an individual entrance and direct access to the public or private sidewalk in addition to any other access which may be provided.

(15) Drive-through windows and other auto-oriented service facilities shall be located to the rear or side of the building. Notwithstanding the foregoing, drive aisles for circulation purposes may be located between the building and the adjacent public and/or private streets.

(16) Menu board(s), speaker boxes and/or windows associated with drive-through facilities may not be located on the façade of a building that faces the primary adjacent public street, but may be located on the façade of a building that faces a secondary public street or a private street.

(17) Massing and rhythm shall be factored into site design and future uses (a single large dominant building mass will be avoided).

(18) No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding twenty (20) feet.

E. Buffers/Landscape Areas/Screen Fence/Gateway Sign.

(1) A 100 foot wide Type B buffer shall be established along a portion of the eastern boundary line of the Property as depicted on the Concept Plan. Notwithstanding the foregoing, the width of this Type B buffer may, at the option of Developer, be reduced by thirty percent (30%) to seventy (70) feet in those locations depicted on Sheet 8 of the Concept Plan through the installation of a minimum six (6) foot tall opaque, vinyl screen fence as allowed under the Ordinance.

(2) Subject to the terms of subparagraphs 7.E.(2)(a) and (b), the exterior thirty (30) feet of the 100 foot wide Type B buffer referenced above in subparagraph 7.E.(1) shall remain undisturbed, provided, however, that in the event that the existing vegetation does not meet the tree and shrub requirements of a Type B buffer, supplemental plantings shall be installed to bring this Type B buffer into compliance with these requirements.

(a) The exterior thirty (30) feet of this Type B buffer may be disturbed to remove dead trees and shrubs.

(b) The exterior thirty (30) feet of this Type B buffer may be disturbed to install utility lines that serve the Project, provided, however, that utility lines may only cross the exterior thirty (30) feet of this Type B buffer at interior angles measured at the eastern boundary line of the Property that are not less than seventy-five (75) degrees. Where existing trees and natural vegetation have been cleared within the exterior thirty (30) feet of this Type B buffer to accommodate the installation of utility lines, the cleared, unimproved areas will be landscaped with trees and shrubs in accordance with the requirements of a Type B buffer.

(3) A minimum thirty (30) foot wide Type B buffer shall be establish along a portion of the eastern boundary line of the Property adjacent to Tax Parcel No. 070-750-24 as depicted on the Concept Plan pursuant to the Ordinance.

(4) A twenty four (24) foot wide landscape area shall be established along the Property's frontage on Idlewild Road as depicted on the Concept Plan. A conceptual image of this twenty four (24) foot wide landscape area is set out on Sheets 9 and 10 of the Concept Plan. This twenty four (24) foot wide landscape area shall be measured from the future right of way line depicted on the Concept Plan. The twenty four (24) foot wide landscape area shall meet the following planting standards: twenty (20) evergreen shrubs and two (2) canopy trees or three (3) small maturing trees per one-hundred (100) linear feet. Perimeter street trees may be located within this landscape area to satisfy tree requirements. Hedges, garden walls or knee walls may be built within or along the rear edge of the twenty four (24) foot wide landscape area as a continuation of building walls.

(5) As depicted on Sheets 9 and 10 of the Concept Plan, Developer shall install landscaping between the outer edge of the twenty four (24) foot wide landscape area referenced above in subparagraph 7.E.(3) (such outer edge being the future right of way line) and the existing right of way line of Idlewild Road. This landscaping shall meet the following planting standards: twenty (20) evergreen shrubs and two (2) canopy trees or three (3) small maturing trees per one-hundred (100) linear feet. These trees and/or shrubs are subject to removal by NCDOT in the event that Idlewild Road is widened in the future by NCDOT. In the event that these trees and/or shrubs are removed by NCDOT, Developer shall have no obligation to replace or re-plant any trees or shrubs so removed by NCDOT.

(6) Prior to the issuance of the first certificate of occupancy for a new building constructed on the Property, Developer shall pay the sum of ten thousand dollars (\$10,000) to the Town, which funds shall be used by the Town to install landscaping within any future median installed within Idlewild Road by NCDOT or others. If a median is not installed within Idlewild Road within ten (10) years of the date on which such funds are paid to the Town by Developer, the Town may use the funds to pay for other Town projects in the general vicinity of the Property.

(7) Prior to the issuance of the first certificate of occupancy for a new building constructed on the Property, Developer shall convey to the Town a perpetual easement to construct, install, maintain, repair and replace as needed a "Town of Stallings Gateway Sign" on the Property (the "**Town of Stallings Gateway Sign Easement**"). The Town of Stallings Gateway Sign Easement shall be located within the twenty four (24) foot wide landscape area referenced above in subparagraph 7.E.(3), and the precise location of the Town of Stallings Gateway Sign Easement shall be determined in coordination with the Town of Stallings Development Administrator during permitting for the Project. The Town shall be solely responsible for the design, construction, installation, maintenance, repair and replacement of such sign and any costs associated therewith.

(8) Prior to the issuance of the first certificate of occupancy for a new building constructed on the Property, Developer shall pay the sum of five thousand dollars (\$5,000) to the Town, which funds shall be used by the Town to design, construct and install the Town of Stallings Gateway Sign referenced above in subparagraph 7.E.(6).

F. Storm Water Facilities.

(1) In the event that any storm water facility installed on the Property is a wet pond, Developer shall install a fountain in such wet pond to minimize the buildup of algae.

8. Laws Governing 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 Effective Date and those applicable Ordinance provisions that were in force and effect on the date that the Development Agreement Application relating to this Agreement was filed with the Town (the “**Preserved Ordinance Provisions**”). 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 in force as of the Effective Date and in accordance with the Preserved Ordinance Provisions 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 and Developer agree that the specific laws, land development regulations and ordinances in force as of the Effective Date and the applicable Preserved Ordinance Provisions are more particularly set out on **Exhibit D** attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

9. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years thereafter on _____ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

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

- A. Erosion and Sediment Control Permit (Union County).
- B. Water Extension Permit (NCDENR).
- C. Sewer Extension Permit (NCDENR).
- D. NCDOT Encroachment Permit.
- E. NCDOT Entrance Permit.
- F. Zoning Permits.
- G. Building Permits.

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.

11. Public Facilities. The following public facilities will serve the Project: public sewer and public water. Public water will be provided by Union County Public Works and is currently available to the Property. Public sewer will be provided by Union County Public Works. Public sewer is not currently available to the Property, however, it is anticipated that public sewer will be available to the Property on or before March 31, 2022 as a result of a funded Union County Public Works project. In any event, public sewer shall be available to the Property prior to the issuance of the first building permit for the Project. Notwithstanding the foregoing, with respect to public sewer and public water, the Project may utilize Charlotte Water with respect to public sewer and public water at the option of Developer.

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

13. Eminent Domain/Allocation of Sewer and Water Capacity/Sewer and Water Permits.

A. In the event that the Town has the authority to do so, the Town will acquire, at Developer’s sole cost and expense, through eminent domain proceedings, off-site easements for Developer’s water and sewer facilities and off-site right of way and/or easements for Developer’s required off-site transportation improvements. This provision may only be invoked by Developer if Developer has been unable, after commercially reasonable efforts, to secure the necessary easements and/or right of way.

B. In the event that the Town is granted the authority to allocate sewer and water capacity, the Town shall prioritize and reserve water and sewer capacity for the Property and the Project.

C. In the event that the Town has the authority to do so, the Town will assist Developer in obtaining sewer and water permits and shall not delay any Town approvals relating to the Project.

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

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

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).

17. 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 tenant in the Project 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. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or 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: JLA3, LLC
Attention: John Armistead
2121 Bucknell Avenue
Charlotte, North Carolina 28207

Idlewild Associates, LLC
Attention: Wesley F. Faulk
c/o Hinson Faulk, PA
309 Post Office Drive
Indian Trail, NC 28079

Metrolina Properties Limited Partnership
Attention: Terry Williams
1341 East Morehead Street, Suite 201
Charlotte, NC 28204

Land Investments, LLC
Attention: Terry Williams
1341 East Morehead Street, Suite 201
Charlotte, NC 28204

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

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

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

responsibilities to a subsequent land owner, then Developer shall be relieved of all of its covenants, commitments and obligations hereunder.

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

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

24. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

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

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

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

27. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

28. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien

on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town of Stallings Town Council. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

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

[SIGNATURES ON FOLLOWING PAGES]

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

Developer:

JLA3, LLC, a North Carolina limited liability company

By: _____

Name: John L. Armistead

Title: Manager

State of North Carolina

County of _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: John L. Armistead.

Date: _____

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

IDLEWILD ASSOCIATES, LLC, a North Carolina limited liability company

By: _____
Name: _____
Title: _____

State of North Carolina
County of _____

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

Date: _____

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

METROLINA PROPERTIES LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: Withrow Capital Investments, LLC, a North
Carolina limited liability company,
Its General Partner

By: Withrow Capital, Inc., a North Carolina corporation,
Its Manager

By: _____
Name: Terry L. Williams
Title: President

State of North Carolina
County of _____

I certify that the following person personally appeared before me this day, acknowledging to me
that he or she signed the foregoing document: Terry L. Williams.

Date: _____

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

LAND INVESTMENTS, LLC, a North Carolina limited liability company

By: Withrow Capital, Inc., a North Carolina corporation,
Its Manager

By: _____
Name: Terry L. Williams
Title: President

State of North Carolina
County of _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Terry L. Williams.

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

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that Erinn E. Nichols personally appeared before me this day and acknowledged that she is the Clerk of the Town of Stallings, and that by authority duly given, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by Erinn E. Nichols as its City Clerk.

Witness my hand and official seal this the _____ day of _____, 2021.

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

APPROVED AS TO FORM:

_____, Town Attorney

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


Marsha Gross, Finance Director

EXHIBIT "A"

Property – Legal Description

JLA3, LLC Parcels (070-750-20, 070-750-19, 070-750-17, 070-750-28 and 070-750-17A)

Tract 1 #07075019 (25.602 Acres)


Beginning at a point in the northeast most corner of the Ronald L. Wallace property recorded in the Union County Register of Deeds Book 457 at Page 631, being the northwest most corner of the Kenneth Hall property found in the Union County Register of Deeds Book 194 at Page 426 and from an old iron found North 81-47-12 West 791.25 feet; thence North 10-29-18 East 342.69 feet to the point and place of beginning; thence North 10-29-18 East 305.64 feet to a rebar found; thence North 66-08-29 West 27.02 feet to a 1" rebar found; thence South 11-10-19 West 313.09 feet to a point; thence South 81-46-32 East 30.04 feet to the point and place of beginning and containing 0.20 acres as surveyed by Jeffrey S. Gordon, NCRLS, #L-3751 on the 21st day of February, 2003.

Tract 2 #07075020 (.0864 Acres)

BEGINNING at an iron stake on the east side of the Secrest Short Cut Road, being the corner of John B. Hooks as it adjoins the corner of M.A. Hooks, Sr. (formerly) on the east side of said road, and runs thence from said Beginning point, with the said John B. Hooks line N 32-30 E 210 feet to an iron stake, a new corner on said line; thence two new lines, first S 49-45 E 210 feet to an iron stake, a new corner on said line; thence two new lines, first S 49-45 E 210 feet to an iron stake, second S 32-30 W 210 feet to an iron stake on the old line and East side of said Road; thence with the old line along the east side of said road N 49-45 W 210 feet to the point or place of BEGINNING, and containing one acre according to the survey by Ralph W. Elliott, NCRLS, dated September 2, 1954.

Tract 3 #07075017A (1 Acre)

BEGINNING at an iron pin in the center line of State Road Number 1501, a corner of the lands conveyed by Dorothy Keesler to Azalee Cashion on May 22, 1968 and runs from said point along and with the center line of said Road, North 32 degrees 34 minutes West 210.00 feet, to an iron pin in the center line of the same Road, a corner of the Griffin property (now or formerly) thence along and with the line of the Griffin property, North 39 degrees 00 minutes East 405.0 feet to a large marked post oak, the common corner of Griffin (now or formerly), the Hooks estate and Dallas B. Forbis, thence a new dividing line along and with the lands conveyed by Dorothy Keesler to Azalee Cashion on May 22, 1968, South 10 degrees 23 minutes West 450.5 feet to the point and place of BEGINNING and containing one acre more or less, according to a survey and revised map by Douglas P. Moore, Surveyor dated May 8, 1968, and being a portion of the properties conveyed by Dallas B. Forbis and wife, Shirley H. Forbis to Dorothy Keesler and Azalee Cashion as tenants in common by deed dated November 23, 1966 and recorded in Book 207 at page 167, Union County Register of Deeds.

BEING the identical property shown in Deed Book 387 at page 939, Union County Register of Deeds.

Tract 4 #07075017 (1 Acre)

BEGINNING at a thirty (30") inch post oak stump, said post oak stump marking the southeastern corner of the property of Idlewild Associates, LLC, (now or formerly) shown in Deed Book 3116 at page 127, Union County Register of Deeds, and the common corner with the northernmost corner of the property of JLA3, LLC property (now or formerly) as shown in Deed Book 5981 at page 848, Union County Register of Deeds, and running thence with the western line of the JLA3, LLC property (now or formerly) South 12 degrees 32 minutes 30 seconds West 451.17 feet to a point in the center line of Idlewild Road and running thence with the centerline of Idlewild Road North 51 degrees 10 minutes 22 seconds West 215.21 feet to a point, thence leaving Idlewild Road along the common line of Idlewild Associates, LLC (now or formerly) North 41 degrees 00 minutes 29 seconds East 404.81 feet to the thirty (30"0) inch post oak stump marking the **BEGINNING** point, and being and containing a 1.00 acre tract as shown on that unrecorded plat drawn by Hugh E. White, Jr, dated January 31, 2017, to which unrecorded plat reference is hereby made for a more complete description.

Tract 5 #07075028 (3.232 Acres)

BEGINNING AT A POINT in the centerline of Idlewild Road (formerly known as Secret Shortcut Road), State Road #1582, and run thence from said point **N 07-09-30 W 41.69 feet** to a #4 found iron rebar which marks the northwesterly margin of said 60' public road right-of-way, said iron rebar also marks a southeasterly corner in the margin of the road right-of-way of property of Larry E. Little and wife, Pollie M. Little, now or formerly, (see deed recorded in Book 1133, Page 546, Union County Public Registry, "UCPR"), and running thence from said **BEGINNING POINT** along and with an easterly line of the Little property and along a barbed wire fence dividing the two properties, **N 07-09-30 W** (passing a found #4 iron rebar at 58.34 feet and a 1" iron pin found at 538.21 feet) a total distance of **540.29 feet** to a found #4 iron rebar marking a corner in the boundary shared with property of JLA3, LLC, now or formerly, (see deed recorded in Book 1584, Page 418, UCPR) and property of Richard H. Keesler, now or formerly, (see deed recorded in Book 387, Page 939, UCPR); thence running along and with a southeasterly line of JLA3, LLC, now or formerly, and along a barbed wire fence **S 52-41-32 E 246.86 feet** to a 24" oak tree which marks a common corner of JLA3, LLC, now or formerly, and property of Homer Purser, now or formerly, (see deed recorded in Book 210, Page 356, UCPR); thence running along and with a line of Purser, now or formerly, **S 51-58-26 E 301.97 feet** to a found #4 iron rebar, the same marking a northwesterly corner of property of Ricky B. Forbis, now or formerly, (see deed recorded in Book 602, Page 429, UCPR), said iron rebar also being located **N 52-22-40 W 30.12 feet** from another found #4 iron rebar; thence running along and with the Forbis property line **S 38-45-51 E 385.26 feet** to a found #4 iron rebar at the northwesterly margin of the road right-of-way of Idlewild Road; thence continuing along the same bearing of **S 38-45-51 W 30.22 feet** to a point in the centerline of Idlewild Road; thence running along and with the centerline of said roadway **N 51-01-44 W 130.63 feet** to the **POINT AND PLACE OF BEGINNING**. This property contains 3.232 acres, more or less, including 0.099 acres within the right-of-way of State Road #1582, and is also the same property as is shown as Lot 1 on plat recorded in Plat Cabinet D, Page 237, UCPR, entitled "Boundary and Division Survey of a Portion of Tract 1 of the Morris Forbis Estate Property", and this legal description is taken from a survey prepared by Western Carolina Surveyors, Inc., Hugh E. White, PLS #L-2646, dated 01/03/2005, entitled "Boundary Survey of 3.232 acres Tract on Idlewild Road".

Idlewild Associates, LLC Parcel (070-750-18) (8.57 Acres)

BEGINNING at a point in the center of the Secrest Short Cut Road, said point being indicated by an iron stake 23 feet distant on the north side of said road in range of first line, and running thence with two lines of the M.A. Hooks property, 1st, N. 46 deg. 15 min. E. 376 feet to an iron stake; 2nd, N. 23 deg. E. 660 feet to stones by a pine, P.O., B.J., and cedar; thence with another line of said M.A. Hooks property S.10 deg. 15 min. E. 937 feet to a large post oak; thence with the J.C. Forbis property line S. 41 deg. 15 min. W. 404 feet to a point in the center line of the Secrest Short Cut Road; thence along and with the center line of said road N. 50 deg. 30 min. W. 551 feet to the beginning corner and containing 8.57 acres of land according to a map and survey of said lands made by Ralph W. Elliott, Land Surveyor, dated July 28, 1955.

BEING IN ALL RESPECTS the same property conveyed to O.C. Griffin and Florence P. Griffin by deed dated July 30, 1955, and recorded in Book 131, Page 205 of the Union County Registry, the said O.C. Griffin having died leaving Florence P. Griffin as surviving tenant by the entirety who has also died on April 6, 1995.

Reference is also made to deed from Jan Poston Martin et als to Bruce H. Griffin, Jr., dated January 14, 1997, and recorded in Book 934, Page 615, Union County Registry.

Metrolina Properties Limited Partnership and Metrolina Properties Limited Partnership - Land Investments, LLC Parcels (070-750-22 and 070-750-22A) (11.9757 Acres)

BEING all that certain tract of land located within the Town of Stallings, Union County, North Carolina, and being located off Marshall Hooks Road and also located nearby and to the East of Interstate Highway 485, and also being portions of those certain parcels standing in the name of Metropolitan Properties, Limited Partnership, and Land Investments, LLC, and being more particularly described as follows:

BEGINNING at an existing iron pipe ("Beginning Point") located within Union County, North Carolina, said existing iron pipe Beginning Point being located at the southwesterly corner of Tract 3 located on the northerly boundary line of Lot 6 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry, said existing iron pipe Beginning Point being also located North 75-25-58 East 1,273.03 feet along an overland tie line from an existing NC Department of Transportation right-of-way disk ("Commencement Point") located at the intersection of the northeasterly right-of-way margin of Idlewild Road and the southerly terminus of the intersection sight line connecting the northeasterly right-of-way margin of the said Idlewild Road with the southeasterly right-of-way margin of Marshall Hooks Road, said existing NC Department of Transportation right-of-way disk Commencement Point being also located near the easterly side of Interstate Highway 485, said existing NC Department of Transportation right-of-way disk Commencement Point having North Carolina State Plane coordinates of Northing = 504,543.96 feet and Easting = 1,505,556.05 feet as based on the Epoch 2010.0000 realization of the North American Horizontal Datum of 1983, said datum having a combined grid factor of 0.99984513 to convert from the ground distances called herein, and running thence from said POINT AND PLACE OF BEGINNING along the common boundary line with the said Lot 6 North 66-08-38 West 639.65 feet to a new iron rebar; thence along the common line between Lots 1 and 2 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry North 13-10-07 East 272.39 feet to a point located on the Mecklenburg County-Union County Line as established by the North Carolina Geodetic Survey but not yet adopted by the respective counties; thence following with and along the Mecklenburg County-Union County Line as so established by the North Carolina Geodetic Survey North 46-37-29 East 1,118.24 feet to a point located on the southerly boundary line of Carolina Serrano Pena as described in Deed Book 27408 Page 123 of the Mecklenburg County Registry; thence along the common line with the said Carolina Serrano Pena South 75-55-27 East 33.74 feet to an existing iron rebar; thence along the common boundary line with Tract 3 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry South 14-06-22 West (passing an existing iron rebar at 200.64 feet and passing an existing iron rebar at an additional 410.34 feet) a total distance of 1,323.61 feet to the point and place of BEGINNING, containing 11.9757 acres, more or less, as shown on a survey exhibit prepared by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor No. L-3098, dated October 16, 2020.

EXHIBIT "B"

Approved Concept Plan

EXHIBIT "C"

Conceptual, Schematic Images of the Multi-Family Buildings

EXHIBIT "D"

Laws Governing the Development of the Project

1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement and the applicable Preserved Ordinance Provisions, all of which are in a binder on file with the Town.
2. The Development Agreement and Concept Plan approved on _____, 2021.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
METROLINA PROPERTIES LIMITED PARTNERSHIP
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

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2021 (the “**Effective Date**”) by and between **Metrolina Properties Limited Partnership**, a North Carolina limited partnership (“**Developer**”), and the **Town of Stallings**, a North Carolina municipal corporation (“**Town**”).

STATEMENT OF PURPOSE

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

BACKGROUND

1. Developer is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Mecklenburg County, North Carolina that is designated as Tax Parcel No. 195-112-01 on the Mecklenburg County Tax Maps (the “**Metrolina - Mecklenburg Property**”).
2. Developer is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-23 on the Union County Tax Maps (the “**Metrolina – Union Property**”).
3. The Metrolina – Mecklenburg Property and the Metrolina – Union Property are hereinafter collectively referred to as the “**Property.**” The Property contains approximately 22.798 acres is subject to the terms and conditions of this Agreement. The Property is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is zoned MU-2.
4. Developer desires to develop a portion of a residential community (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 detached dwelling units and single family attached dwelling units and associated residential amenities.
5. The Project is an approximately 22.798 acre portion of an approximately 74.268 acre multi-use development that has been planned as a single unified development. This single unified development of which the Project is a part is hereinafter referred to as the “**Unified Development.**”
6. After careful review and deliberation, the Town has determined that the Project is consistent with the Ordinance and that it would further the health, safety, welfare and economic well-being of the Town.
7. 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 and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Project in accordance with the terms of this Agreement and the approvals set forth herein without encountering future changes in ordinances, regulations or policies that would affect Developer’s ability to develop the Project under the terms of this Agreement.

TERMS

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

1. Public Hearing. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on March 22, 2021 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved on April 26, 2021 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 Agreement by the Town Council included the approval of the eleven (11) page Site Development Plan (as defined in Section 7.7(D)(1) of the Ordinance) for the Project (the “**Concept Plan**”) attached hereto as **Exhibit B** and incorporated herein by reference. As referenced above, the Project is a portion of the Unified Development, and the Concept Plan includes the Property and the other portions of the Unified Development.

2. Permitted Uses/Maximum Density. Subject to the limitations set out herein and on the Concept Plan, the Property may be devoted to the uses and to the development densities set out below.

A. A maximum of 52 single family attached dwelling units may be developed on the Property.

B. A maximum of 16 single family detached dwelling units may be developed on the Property.

C. Incidental and accessory uses relating to the foregoing residential uses that are permitted in the MU-2 zoning district may be developed on the Property. Incidental and accessory uses may include, without limitation, amenities for the single family detached dwelling units and the single family attached dwelling units.

D. Private Sewer Treatment Facility. A private sewer treatment facility shall not be permitted on the on the Property.

3. Development of the Property. The Property may be developed in accordance with the Concept Plan, Site Construction Plans (as defined in Section 7.7(G)(1) of the Ordinance) subsequently submitted to and approved by the Development Administrator, associated permits, the applicable provisions of the Ordinance and the terms of this Agreement. Approval of this Agreement pursuant to Sections 160A-400.20 et seq. of the North Carolina General Statutes does not confer additional authority to the Town to consider the development of the Property or to impose conditions or restrictions beyond those allowed by the Ordinance. The agreements of the Developer herein are voluntary agreements. The development and uses depicted on the Concept Plan are schematic in nature and are intended to depict the general arrangement of uses and improvements on the Property. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Concept Plan are graphic representations of the proposed development and site elements, and they may be altered or modified in accordance with the setback, yard, buffer and landscaping requirements set forth on the Concept Plan.

4. Development Schedule. 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 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 the later to occur of five (5) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the single family detached dwelling units and the single family attached dwelling units.

B. The development of the Project shall be substantially completed within the later to occur of fifteen (15) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property. Substantially completed shall mean that all streets and infrastructure have been constructed and installed on the Property.

C. This Section 4 of the Agreement relates only to the development schedule of the Project. After the substantial completion of the development of the Project as defined above in subparagraph B, the development and use of the Property will continue to be subject to the terms and conditions of this Agreement

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

A. Vehicular access to the Property shall be as generally depicted on the Concept Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any other adjustments that are approved by the Town and/or the North Carolina Department of Transportation ("NCDOT").

B. The Property will be served by internal public streets and internal private streets, and adjustments to the locations of the internal public streets and the internal private streets shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer. Additionally, modifications to the alignments and locations of the internal drives, vehicular circulation areas and driveways shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. Subject to the approval of NCDOT and the terms of this Section 5, Developer, or its successors in interest, shall install all of the transportation improvements that are required to be installed by the developer of the Project in a Traffic Impact Analysis dated _____, 2020 prepared by Ramey Kemp and Associates (the "TIA"). The transportation improvements that are required to be installed by the developer of the Project shall be installed in accordance with the schedule and/or the phasing analysis in the TIA and such transportation improvements shall be installed in accordance with the specifications of NCDOT.

(1) The TIA recommends that the additional eastbound lane to be installed by Developer on Idlewild Road taper down at Access C (the signalized access point into the Property from Idlewild Road) and terminate on the eastern side of Access C. Notwithstanding that recommendation and

subject to the approval of NCDOT, Developer will extend the additional eastbound lane to be installed on Idlewild Road to Stevens Mill Road, and this extended eastbound lane shall terminate at Stevens Mill Road as a left turn lane onto Stevens Mill Road.

D. In the event that the density of the Project is reduced by Developer below the maximum density allowed in this Agreement and the reduction in density results in a decrease in the number of vehicular trips generated by the Project, Developer may, at its option, have an amended TIA prepared and approved by NCDOT (the “**Amended TIA**”). Developer shall then be required to only install the transportation improvements that are required to be installed by the developer of the Project in the Amended TIA rather than the transportation improvements that are required to be installed by the developer of the Project in the TIA, and such transportation improvements shall be installed in accordance with the schedule and/or the phasing analysis in the Amended TIA and in accordance with the specifications of NCDOT.

E. If Developer does not move forward with the development of the Project, Developer shall not be required to install any of the transportation improvements set out in the TIA or in any Amended TIA.

6. Multi-Use Path/Greenway Trail.

A. Developer shall install a minimum 12 foot wide multi-use path/greenway trail within the Property as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

B. The Project, and the infrastructure relating thereto, shall be developed in phases. The minimum 12 foot wide multi-use path/greenway trail referenced above located within each phase of the Project shall be completed prior to the issuance of the first certificate of occupancy for the phase of the Project in which the relevant portion of the 12 foot wide multi-use path/greenway trail is located.

7. Architectural and Design Standards/Buffer and Screening/Storm Water Facilities.

A. Single Family Detached Dwelling Units. The architectural standards set out below shall apply to any single family detached dwelling unit developed on the Property.

(1) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(2) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(3) Dimensional shingles shall be utilized on the roof.

(4) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.

- (5) Each single family detached dwelling unit shall include a covered front porch that faces the adjacent street.
- (6) The minimum floor to ceiling height of the first floor of each single family detached dwelling unit shall be nine (9) feet.
- (7) The front façade (street facing façade) shall be articulated through the use of gables and offsets.
- (8) Each single family detached dwelling unit shall have a minimum two (2) car garage with a carriage style door and hardware.
- (9) Adequate swales will be installed between the single family detached dwelling units in accordance with standard engineering design criteria.

(10) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

B. Single Family Attached Dwelling Units. The architectural standards set out below shall apply to any single family attached dwelling unit developed on the Property.

- (1) Each single family attached dwelling unit will be alley loaded.
- (2) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.
- (3) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.
- (4) Dimensional shingles shall be utilized on the roof.
- (5) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.
- (6) Each single family attached dwelling unit shall have a covered front porch with a minimum width equal to 40 percent (40%) of the width of the front façade of the single family attached dwelling unit.
- (7) The minimum floor to ceiling height of the first floor of each single family attached dwelling unit shall be nine (9) feet.
- (8) The front façade (street facing façade) shall be articulated through the use of gables and offsets.
- (9) Sidewalks shall connect each single attached dwelling unit to a public sidewalk.
- (10) Adequate swales will be installed between the buildings containing single family attached dwelling units in accordance with standard engineering design criteria.

(11) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

C. Buffer/Screen Fence.

(1) A 100 foot wide Type B buffer shall be established along the eastern boundary line of the Property as depicted on the Concept Plan. Notwithstanding the foregoing, the width of this Type B buffer may, at the option of Developer, be reduced by thirty percent (30%) to seventy (70) feet in those locations depicted on Sheet 8 of the Concept Plan through the installation of a minimum six (6) foot tall opaque, vinyl screen fence as allowed under the Ordinance.

(2) A Type B buffer shall be established along the northern boundary line of the Property adjacent to the single family homes on Anglessey Court as depicted on the Concept Plan. Where possible and without impacting the number of single family detached dwelling units and/or the number of single family attached dwelling units that may be developed on the Property, the width of this Type B buffer shall be 100 feet. In those locations where a 100 foot wide Type B buffer is not feasible, a Type B buffer with a width less than 100 feet but not less than 70 feet may be established along the northern boundary line of the Property.

(3) A minimum 5 foot tall brick wall shall be installed along the northern boundary line of the Property adjacent to the single family homes on Anglessey Court as depicted on the Concept Plan. The exact location of the 5 foot tall brick wall may vary and the 5 foot tall brick wall may meander to preserve existing vegetation and to allow space for the installation screening vegetation along the northern edge of the 5 foot tall brick wall.

(4) Subject to the terms of subparagraphs 7.C.(4)(a) and (b), the exterior thirty (30) feet of the Type B buffer referenced above in subparagraphs 7.C.(1) and 7.C.(2) shall remain undisturbed, provided, however, that in the event that the existing vegetation does not meet the tree and shrub requirements of a Type B buffer, supplemental plantings shall be installed to bring this Type B buffer into compliance with these requirements.

(a) The exterior thirty (30) feet of this Type B buffer may be disturbed to remove dead trees and shrubs.

(b) The exterior thirty (30) feet of the Type B buffer located along the eastern boundary line of the Property may be disturbed to install utility lines that serve the Project, provided, however, that utility lines may only cross the exterior thirty (30) feet of the Type B buffer at interior angles measured at the eastern boundary line of the Property that are not less than seventy-five (75) degrees. Where existing trees and natural vegetation have been cleared within the exterior thirty (30) feet of the Type B buffer to accommodate the installation of utility lines, the cleared, unimproved areas will be landscaped with trees and shrubs in accordance with the requirements of a Type B buffer.

(5) As depicted on the Concept Plan, evergreen screening trees shall be installed within the Type B buffer located along the northern boundary line of the Property adjacent to the single family homes on Anglessey Court outside of the thirty (30) foot undisturbed area referenced above in subparagraph 7.C.(4). These evergreen screening trees shall be in addition to the trees and shrubs required in a Type B buffer.

D. Storm Water Facilities.

(1) In the event that any storm water facility installed on the Property is a wet pond, Developer shall install a fountain in such wet pond to minimize the buildup of algae.

8. Laws Governing 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 Effective Date and those applicable Ordinance provisions that were in force and effect on the date that the Development Agreement Application relating to this Agreement was filed with the Town (the “**Preserved Ordinance Provisions**”). 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 in force as of the Effective Date and in accordance with the Preserved Ordinance Provisions 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 and Developer agree that the specific laws, land development regulations and ordinances in force as of the Effective Date and the applicable Preserved Ordinance Provisions are more particularly set out on Exhibit D attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

9. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years thereafter on _____ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

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

- A. Erosion and Sediment Control Permit (Union County).
- B. Water Extension Permit (NCDENR).
- C. Sewer Extension Permit (NCDENR).
- D. NCDOT Encroachment Permit.
- E. NCDOT Entrance Permit.
- F. Zoning Permits.
- G. Building Permits.

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.

11. Public Facilities. The following public facilities will serve the Project: public sewer and public water. Public water will be provided by Union County Public Works and is currently available to the Property. Public sewer will be provided by Union County Public Works. Public sewer is not currently available to the Property, however, it is anticipated that public sewer will be available to the Property on or before March 31, 2022 as a result of a funded Union County Public Works project. In any event, public sewer shall be available to the Property prior to the issuance of the first building permit for the Project. Notwithstanding the foregoing, with respect to public sewer and public water, the Project may utilize Charlotte Water with respect to public sewer and public water at the option of Developer.

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

13. Eminent Domain/Allocation of Sewer and Water Capacity/Sewer and Water Permits.

A. In the event that the Town has the authority to do so, the Town will acquire, at Developer’s sole cost and expense, through eminent domain proceedings, off-site easements for Developer’s water and sewer facilities and off-site right of way and/or easements for Developer’s required off-site transportation improvements. This provision may only be invoked by Developer if Developer has been unable, after commercially reasonable efforts, to secure the necessary easements and/or right of way.

B. In the event that the Town is granted the authority to allocate sewer and water capacity, the Town shall prioritize and reserve water and sewer capacity for the Property and the Project.

C. In the event that the Town has the authority to do so, the Town will assist Developer in obtaining sewer and water permits and shall not delay any Town approvals relating to the Project.

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

15. Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry and the Mecklenburg 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).

17. 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 tenant in the Project 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. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or 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: Metrolina Properties Limited Partnership
Attention: Terry Williams
1341 East Morehead Street, Suite 201
Charlotte, NC 28204

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

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

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

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

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

24. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

25. Agreements to Run with the Land. This Agreement shall be recorded in the Union County Public Registry and the Mecklenburg County Public Registry. The agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon

and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

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

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

27. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

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

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

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

Developer:

METROLINA PROPERTIES LIMITED PARTNERSHIP,
a North Carolina limited partnership

By: Withrow Capital Investments, LLC, a North
Carolina limited liability company,
Its General Partner

By: Withrow Capital, Inc., a North Carolina corporation,
Its Manager

By: _____
Name: Terry L. Williams
Title: President

State of North Carolina
County of _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Terry L. Williams.

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

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that Erinn E. Nichols personally appeared before me this day and acknowledged that she is the Clerk of the Town of Stallings, and that by authority duly given, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by Erinn E. Nichols as its City Clerk.

Witness my hand and official seal this the _____ day of _____, 2021.

Notary Public Signature

Notary Public Printed or Typed Name

My Commission Expires: _____

APPROVED AS TO FORM:

_____, Town Attorney

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

Marsha Gross, Finance Director

EXHIBIT "A"

Property – Legal Description

BEING all that certain tract or parcel of land located within the Town of Stallings, Mecklenburg and Union Counties, North Carolina, and fronting on Marshall Hooks Road and also located nearby and to the East of Interstate Highway 485, and being more particularly described as follows:

BEGINNING at an existing iron pipe ("Beginning Point") located within Union County, North Carolina, said existing iron pipe Beginning Point being located at an existing corner on the northerly boundary line of JLA3 LLC as described in Deed Book 1584 Page 418 of the Union County Registry, said existing iron pipe Beginning Point being also located North 75-25-58 East 1,273.03 feet along an overland tie line from an existing NC Department of Transportation right-of-way disk ("Commencement Point") located at the intersection of the northeasterly right-of-way margin of Idlewild Road and the southerly terminus of the intersection sight line connecting the northerly right-of-way margin of the said Idlewild Road with the southeasterly right-of-way margin of Marshall Hooks Road, said existing NC Department of Transportation right-of-way disk Commencement Point being also located near the easterly side of Interstate Highway 485, said existing NC Department of Transportation right-of-way disk Commencement Point having North Carolina State Plane coordinates of Northing = 504,543.96 feet and Easting = 1,505,556.05 feet as based on the Epoch 2010.0000 realization of the North American Horizontal Datum of 1983, said datum having a combined grid factor of 0.99984513 to convert from the ground distances noted herein, and running thence from said POINT AND PLACE OF BEGINNING along the common boundary line with Land Investments, LLC, as described in Deed Book 4908 Pages 655 and 660 of the Union County Registry North 14-06-22 East 712.63 feet to an existing iron rebar; thence along the common boundary line with Metrolina Properties Limited Partnership as described in Deed Book 3154 Page 767 of the Union County Registry North 14-06-22 East 410.34 feet to an existing iron rebar; thence along the common boundary line with the said Land Investments, LLC, North 14-06-22 East 200.64 feet to an existing iron rebar; thence along the common boundary line with Carolina Serrano Pena as described in Deed Book 27408 Page 123 of the Mecklenburg County Registry and also crossing the Union County and Mecklenburg County boundary North 14-04-44 East (passing an existing iron rebar at 319.47 feet on the southerly right-of-way margin of Marshall Hooks Road, said right-of-way having a width of 60 feet as described in Deed Book 4169 Page 108 of the Mecklenburg County Registry) a total distance of 350.10 feet to a new surveyor's pk nail located at the centerline terminus of the open portion of the said Marshall Hooks Road; thence along the centerline of the unopened portion of the said Marshall Hooks Road the following two (2) calls: (1) South 69-27-53 East 114.76 feet to a new iron rebar and (2) South 87-44-35 East 93.71 feet to an existing #4 iron rebar; thence along the common boundary line with Lots 484, 485 and 486 as shown on that certain plat recorded in Plat Cabinet F File 323 of the Union County Registry the following five (5) calls: (1) South 87-44-35 East 6.31 feet to an existing #4 iron rebar, (2) North 75-30-52 East 99.98 feet to an existing #4 iron rebar, (3) North 67-34-53 East 100.04 feet to an existing #4 iron rebar, (4) North 54-28-01 East 100.00 feet to an existing #4 iron rebar and (5) North 53-38-33 East (passing an existing #4 iron rebar at 25.06 feet) a total distance of 86.21 feet to a new iron rebar; thence South 11-11-55 West 2,038.77 feet to an existing iron pipe at the common corner between two tracts of the aforesaid JLA3 LLC as described in Deed Book 1584 Page 418 and in Deed Book 3048 Page 183 both of the Union County Registry; thence along the common boundary line with the said JLA3 LLC North 66-02-45 West 612.01 feet to the point and place of BEGINNING, containing 22.7980 acres, more or less, as shown on a survey conducted by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor No. L-3098, on May 28, 2019.

EXHIBIT "B"

Approved Concept Plan

EXHIBIT "C"

Laws Governing the Development of the Project

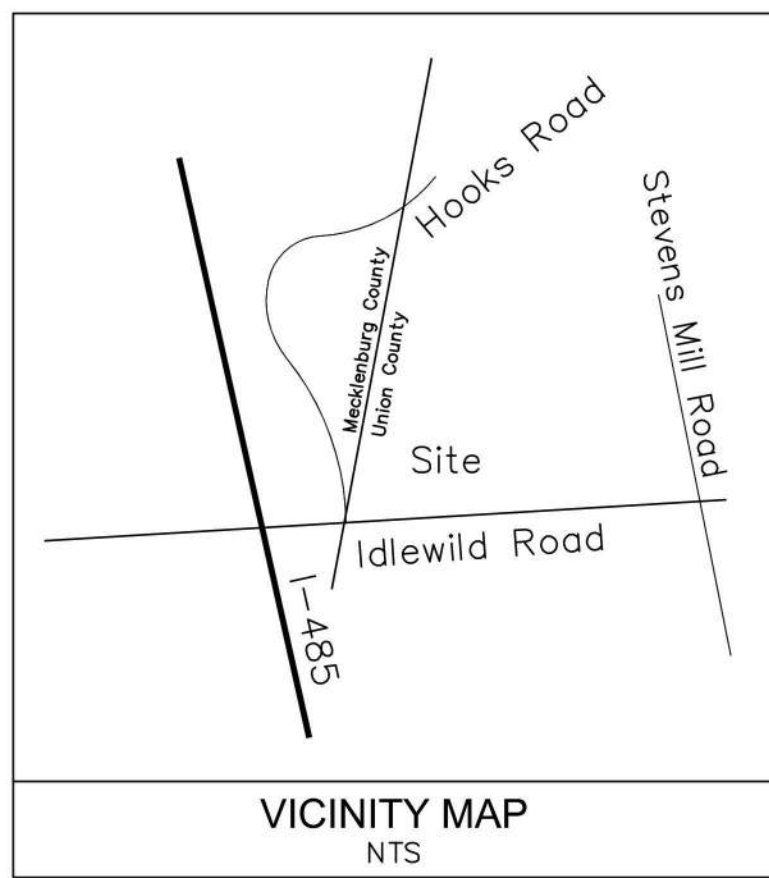
1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement and the applicable Preserved Ordinance Provisions, all of which are in a binder on file with the Town.
2. The Development Agreement and Concept Plan approved on _____, 2021.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.

Conceptual Rendering of Proposed Multi-Family Buildings



Conceptual Rendering of Proposed Multi-Family Buildings





SITE DATA

TAX MAP NO U.C.: 07075020, 07075019, 07075018, 07075017A, 0707017, 07075028, 07075023, 07075022, 07075022A, 07075021
 TAX MAP NO M.C.: 19511224, 19511202, 19511201, 19511213

ZONING: MU-2

TOTAL SITE AREA: ±72.80 ACRES

SITE AREA PER FUTURE IDLEWILD ROW: ±70.1 ACRES

COMMERCIAL AREA: ±13.3 ACRES
 RESIDENTIAL AREA: ±56.8 ACRES

EXISTING LAND USE: VACANT (WOODED LAND)
 PROPOSED USE: MULTIFAMILY RESIDENTIAL, ATTACHED HOMES (TOWNHOMES), SINGLE FAMILY DETACHED HOMES, COMMERCIAL

A. VEHICULAR ACCESS TO THE PROPERTY SHALL BE AS GENERALLY DEPICTED ON THE CONCEPT PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND DESIGNS AND TO ANY OTHER ADJUSTMENTS THAT ARE APPROVED BY THE TOWN AND/OR NCDOT.

B. THE PROPERTY WILL BE SERVED BY INTERNAL PUBLIC STREETS AND INTERNAL PRIVATE STREETS, AND ADJUSTMENTS TO THE LOCATIONS OF THE INTERNAL PUBLIC STREETS AND THE INTERNAL PRIVATE STREETS SHALL BE ALLOWED DURING THE CONSTRUCTION PERMITTING PROCESS UPON THE APPROVAL OF THE DEVELOPMENT ADMINISTRATOR AND THE TOWN ENGINEER. ADDITIONALLY, MODIFICATIONS TO THE ALIGNMENTS AND LOCATIONS OF THE INTERNAL DRIVES, VEHICULAR CIRCULATION AREAS AND DRIVEWAYS SHALL BE ALLOWED DURING THE CONSTRUCTION PERMITTING PROCESS UPON THE APPROVAL OF THE DEVELOPMENT ADMINISTRATOR AND THE TOWN ENGINEER.

C. THE DEVELOPMENT AND USES DEPICTED ON THE CONCEPT PLANS (SHEETS 0-7) ARE SCHEMATIC IN NATURE AND ARE INTENDED TO DEPICT THE GENERAL ARRANGEMENT OF USES AND IMPROVEMENTS ON THE PROPERTY. ACCORDINGLY, THE ULTIMATE LAYOUT, LOCATIONS AND SIZES OF THE DEVELOPMENT AND SITE ELEMENTS DEPICTED ON THE CONCEPT PLAN ARE GRAPHIC REPRESENTATIONS OF THE PROPOSED DEVELOPMENT AND SITE ELEMENTS, AND THEY MAY BE ALTERED OR MODIFIED IN ACCORDANCE WITH THE SETBACK, YARD, BUFFER AND LANDSCAPING REQUIREMENTS SET FORTH ON THE CONCEPT PLAN.

BUILDING STANDARDS

SETBACKS:
 • COMMERCIAL =
 FRONT: 12' MINIMUM FROM STREET ROW
 REAR: 12' MINIMUM WHEN NO BUFFER IS REQUIRED
 SIDE: 12' MINIMUM WHEN NO BUFFER IS REQUIRED

• SINGLE FAMILY DETACHED =
 FRONT: 16'
 REAR: 12'
 SIDE: 5'

• MULTIFAMILY =
 FRONT (MAIN STREET): 21'
 FRONT: 16' (BUILD TO LINE)
 REAR: 12'
 SIDE: 5'

PROPOSED BUILDING DIMENSIONS & AREA CALCS:
 • SINGLE FAMILY DETACHED = ± 39'x63'
 (±2,700 AVERAGE SF PER HOME)
 - 32 HOMES X 2,700 SF = ±86,400 SF TOTAL

• ATTACHED HOMES = ± 22'x56'
 (±1,720 AVERAGE SF PER UNIT)
 - 109 UNITS X 1,720 SF = 187,480 SF

• MULTIFAMILY = 17 BUILDINGS
 (±30,920 AVERAGE SF PER BUILDING)
 - 17 BUILDINGS X 30,920 SF = ±525,640 SF
 - ±7,000 SF CLUB
 = ±532,640 SF TOTAL

• COMMERCIAL AREA WILL BE GOVERNED BY THE ORDINANCE AND DEVELOPMENT AGREEMENT

UNITS: 408 MULTI-FAMILY UNITS
 109 ALLEY LOADED TOWNHOMES
 32 SINGLE FAMILY DETACHED (6,000 SF MIN. & 60' WIDE MIN.)

BUILDING HEIGHT: THE MAXIMUM HEIGHT OF ANY BUILDING DEVELOPED ON THE SITE SHALL BE GOVERNED BY THE ORDINANCE

MAX DUA: 28 DUA
 PROPOSED RESIDENTIAL DUA: ±9.66 DUA (PER 56.8 AC)
 MULTIFAMILY DUA: ±17.33 DUA
 TOWNHOME DUA: ±7.26 DUA
 SINGLE FAMILY DUA: ±1.75 DUA

TREE SAVE REQUIRED: 6% MINIMUM
 SEE SHEET 6 FOR FURTHER DETAIL

OPEN SPACE REQUIRED: 7.5% MINIMUM
 SEE SHEET 3 FOR FURTHER DETAIL

PARKING: PARKING WILL MEET THE REQUIREMENTS OF THE ORDINANCE

WATERSHED: GOOSE CREEK BASIN

100' WIDTH LANDSCAPE BUFFER AREA WITH THE ABILITY TO REDUCE TO 70' (30%) WHEN A 6' OPAQUE VINYL SCREENING FENCE IS APPLIED. BUFFER APPLICATIONS TO BE PLACED ALONG ALL MUTUAL EDGES WITH THE ADJACENT SHANNAMARA NEIGHBORHOOD (TYP.)

BUFFER AREAS TO MEET THE PLANTING STANDARDS OF A TYPE B BUFFER WHERE EXISTING TREE COVERAGE IS NOT PRESERVED (TYP.). 6 EVERGREEN TREES, 3 CANOPY TREES, 5 UNDERSTORY TREES & 25 SHRUBS PER 100 LF (TYP.)

COMMERCIAL AREA VEHICULAR ACCESS POINTS TO MEET THE TOWN OF STALLINGS UDO AND NCDOT REQUIREMENTS (TYP.)

30' MIN. TYPE B BUFFER ADJACENT TO TAX MAP #07075024

12' PEDESTRIAN CONCRETE MUP/GREENWAY
 24' COMMERCIAL FRONTAGE BUFFER (TYP.)
 COMMERCIAL AREA PER DA



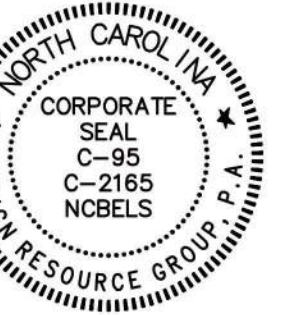
5' BRICK WALL ALONG NORTHERN BOUNDARY.

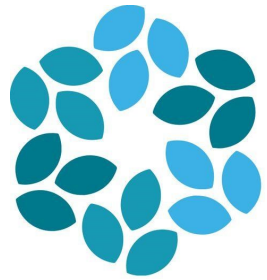
LANDSCAPE BUFFER AREA WITH EVERGREEN SCREENING TREES; MAXIMIZE BUFFER LIMITS TO 100' WHERE POSSIBLE ALONG NORTHERN BOUNDARY.

12' PEDESTRIAN CONCRETE MUP/GREENWAY; INTERNAL MUP LENGTH ±2,700 LF

MULTIFAMILY AND ATTACHED HOMES TO HAVE INDIVIDUAL UNIT SIDEWALK CONNECTIONS TO ADJACENT STREETS WHERE ON STREET PARALLEL PARKING OCCURS (TYP.). SEE SHEET 7 FOR PROPOSED STREET CROSS SECTIONS

FUTURE CZ BOUNDARY





**PLANNING
& ZONING**
TOWN of STALLINGS

APPLICATION

RZ21.08.06

Judy Buchanan and Carole Starnes

Rezone from TC to SFR-1

Pre-Public Hearing Staff Analysis

Project Summary

Location

132 Stallings Rd

Required Setbacks

Front:
Side:
Rear:

Ownership

Judy Buchanan and Carole
Starnes

Size/Project Size

3.453 Acres

Zoning

TC

Traffic Generation

N/A No TIA required

Existing Use

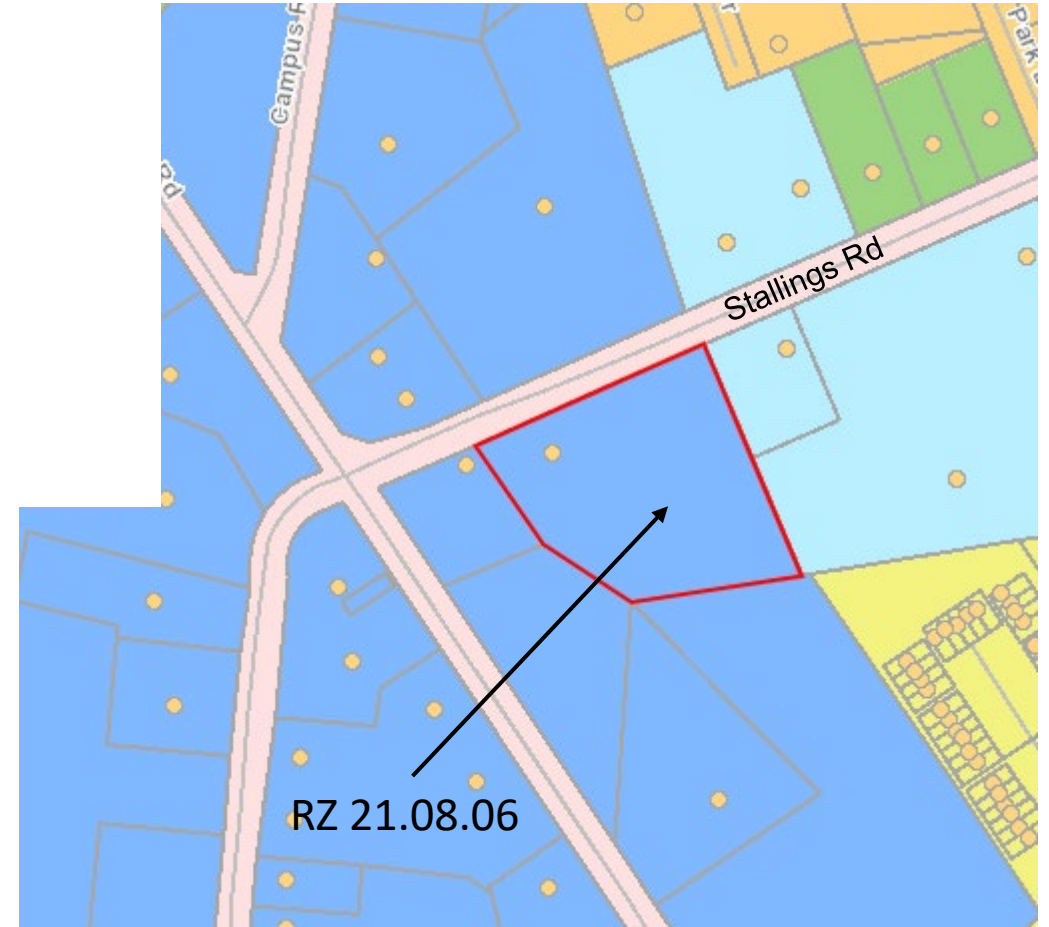
Residential

Community Meeting

N/A

Stallings Zoning

- AG
- SFR-1
- SFR-2
- SFR-3
- MFT
- TC
- CIV
- MU-1
- MU-2
- C-74
- CP-485
- VSR
- IND
- CZ



PROJECT AREA

2021 Aerial



PROJECT SUMMARY

History:

The property was part of a Downtown Overlay Zoning District with a base zoning of R-20 prior to 2009. In or around 2012 the Downtown Overlay district was removed from the zoning map, and the parcel was simply zoned R-20. The property was rezoned to TC when the Town of Stallings UDO was adopted in 2018. When the property's tax value was recently re-assessed by Union County in 2021, the property value increased dramatically due to the new commercial uses allowed on the land. The applicants are seeking to return the property to a lower-density residential exclusive zoning of SFR-1.

The property appears to meet all of the lot dimension requirements of the SFR-1 district; no new non-conformities will be created. This is based on GIS information, which is not survey-grade accurate, but is generally reliable.

REQUEST

Straight Rezoning:

1. Rezone the property from TC to SFR-1

TREES, VEGETATION, AND STORMWATER

Tree Save

N/A

Stormwater Management and PCO

No impervious surface being added

Buffers

Subject to landscaping buffer requirements as defined in Article 11

The MU-2 district requires a Type B buffer (generally)
The SFR-1 district requires a Type A buffer

Open Space

No floor area being added as part of this rezoning request; open space provisions do not apply.

LAND USE PLAN AND ADOPTED POLICIES

Land Use Plan

The Land Use Plan shows the property as:

NC DOT Right of Way.

Primary Land Uses:

N/A

Secondary Land Uses:

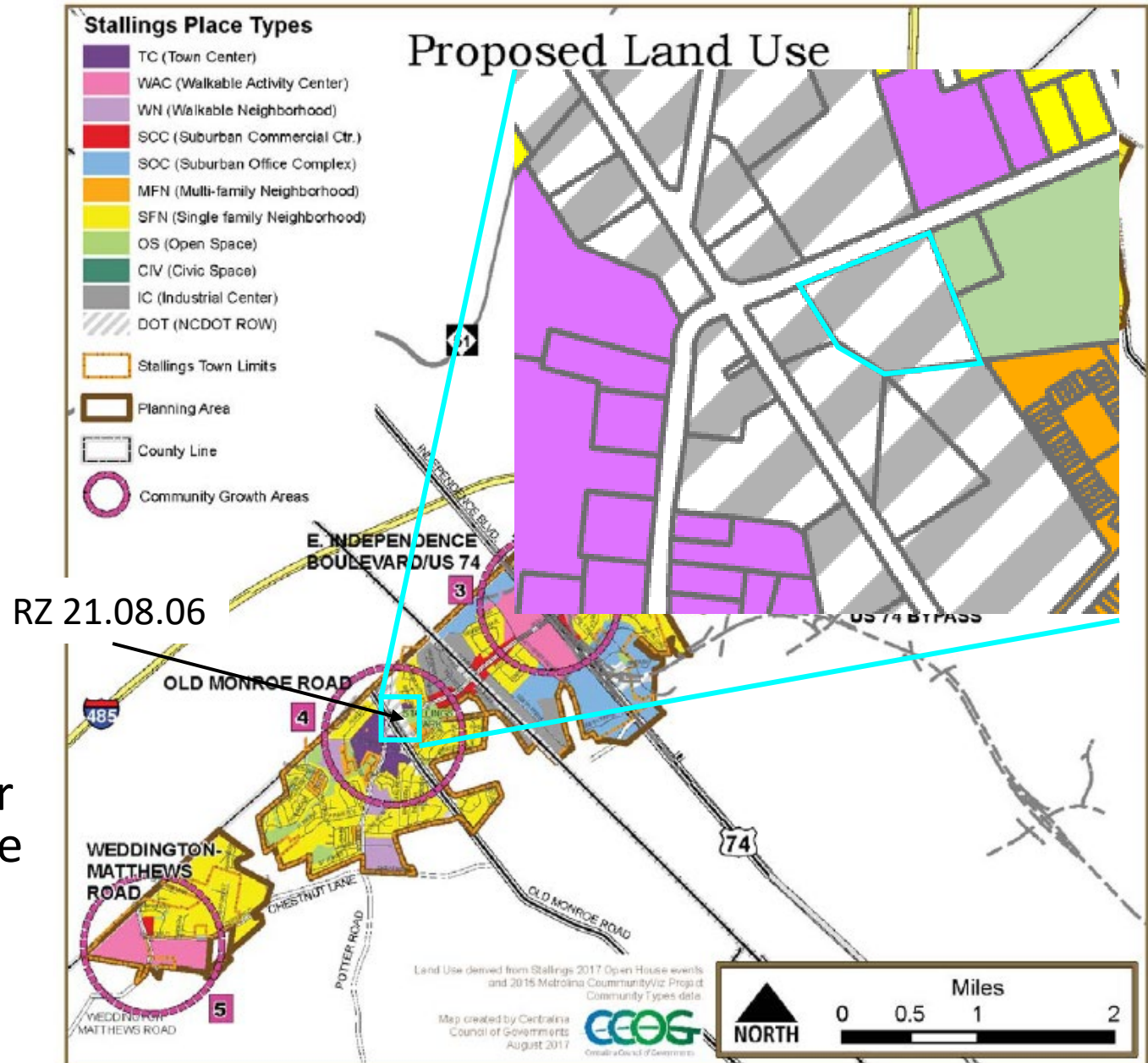
N/A

Small Area Plan

Stallings Downtown

Consistency

SFR-1 zoning is neither consistent nor inconsistent with the Future Land Use Plan.



LAND USE PLAN AND ADOPTED POLICIES

Small Area Plan

Stallings

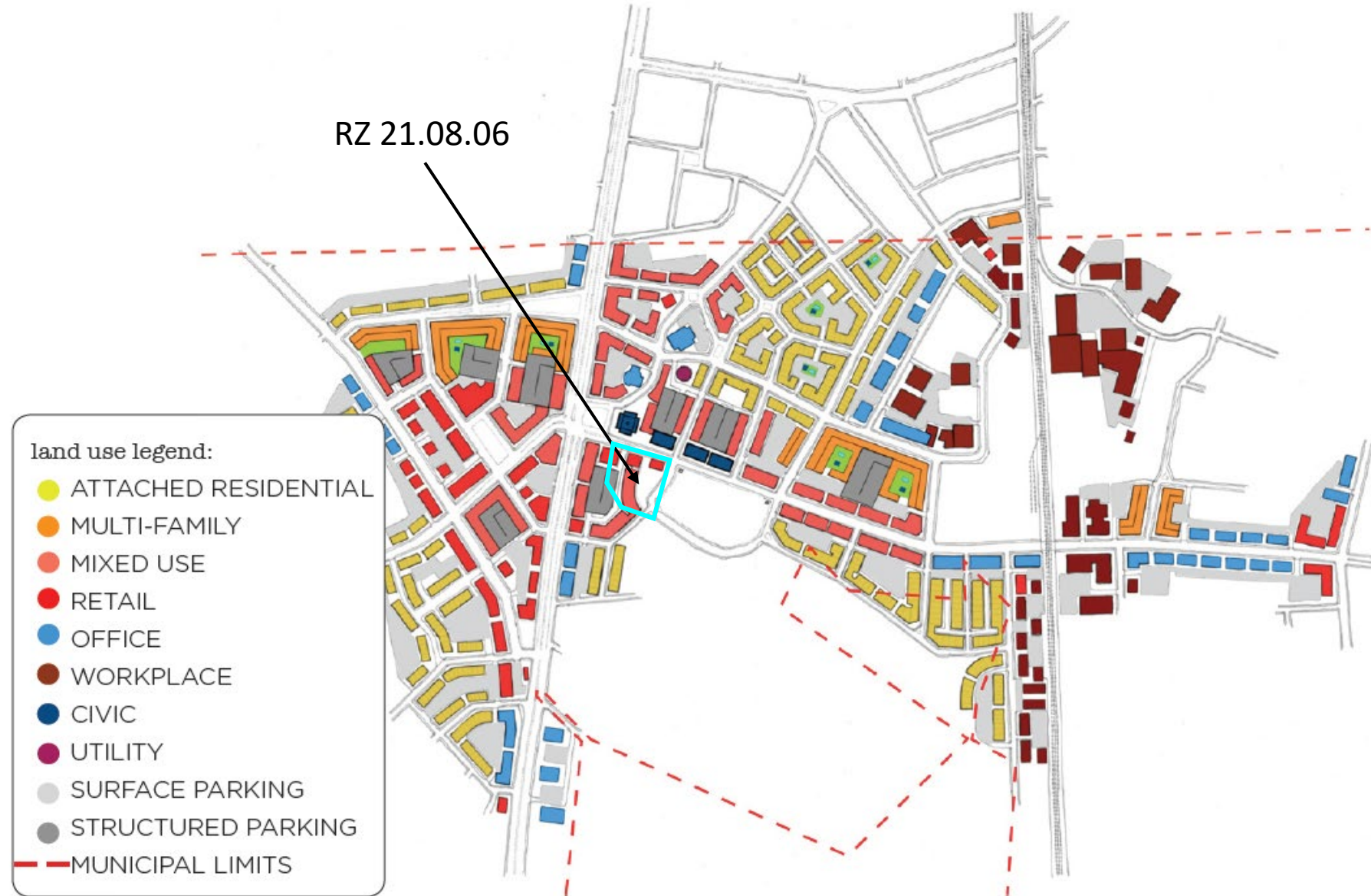
Downtown

Uses on lot:

Retail, Mixed Use,
Structured Parking

Consistency

SFR-1 zoning is
inconsistent with
the Downtown
Stallings Small Area
Plan



Planning Board – September 21

The Planning Board heard this rezoning request on September 21. There was a question regarding if a developer bought the land and wanted to develop it according to the downtown vision, would they need to rezone this property back to TC? Staff answered that yes, to develop the property according to the downtown vision of mixed-use, higher density residential, or retail that the property would need to be rezoned back to TC.

The Planning Board recommends **APPROVAL** of this rezoning request.



Statement of Consistency and Reasonableness

(As per NC General Statute § 160D-605)

Prior to adopting or rejecting any zoning amendment, the governing body shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing body that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing body.

ZONING AMENDMENT: RZ21.08.06

REQUEST: Rezone parcel at 132 Stallings Road, Parcel #07129315, from Town Center (TC) to Single Family Residential 1 (SFR-1)

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed zoning amendment is inconsistent and reasonable with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS Chapter 160D. At their September 27, 2021 meeting the **Stallings Town Council** voted to **APPROVE** the proposed amendment and stated that the **Stallings Town Council** finds and determines that the zoning amendment is inconsistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan, but finds it reasonable for the following reasons:

- The SFR-1 zoning district better reflects the current use of the land
- Market forces have not aligned with the uses allowed by the TC zoning district.

The statement and motion were seconded and passed.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



Statement of Consistency and Reasonableness

(As per NC General Statute § 160D-605)

Prior to adopting or rejecting any zoning amendment, the governing body shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing body that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing body.

ZONING AMENDMENT: RZ21.08.06

REQUEST: Rezone parcel at 132 Stallings Road, Parcel #07129315, from Town Center (TC) to Single Family Residential 1 (SFR-1)

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed zoning amendment is inconsistent and unreasonable with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS Chapter 160D. At their September 27, 2021 meeting the **Stallings Town Council** voted to **DENY** the proposed amendment and stated that the **Stallings Town Council** finds and determines that the zoning amendment is inconsistent and unreasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan.

The statement and motion were seconded and passed.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



MEMO

To: Town of Stallings
From: Max Hsiang, Planning Director
Date: December 13, 2021
RE: **TX21.11.04 – Table 8.1: Table of Uses Update**

Application Request:

Town Council directed planning staff to review the Table of Uses 8.1 in Article 8 of the Stallings Development Ordinance. The staff has decided to review the Table of Uses by zoning district and bring proposed changes periodically to the Board. The intent is to review each zoning district separately for sufficient time to study and review the proposed changes in the Use Table. The staff has decided to recommend updates to the Town Center (TC) zoning district first due to the Town's interest in creating a Downtown core within this district.

During the review of the TC's uses, staff noticed redundancies and inconsistencies between the complete list of uses and the TC's allowed and not-allowed uses. The proposed updates reduce redundancy and align with the intent of the Comprehensive Land Use Plan and Small Area Plans.

The Use Table lists principal use types and indicates for each zoning district whether the principal use type is permitted by right, permitted with supplemental regulations, allowed with a special use permit, or allowed by conditional zoning.

Suggested Amendment:

Table 8.1

- A) Add a column with sequential numbers to identify the uses easier.
- B) Delete the SIC code column from the Use Table and add language to the top left reference box *"Reference SIC and NAICS code for further data on the listed uses."*
 1. Our current SIC codes are out of date. SIC code numbers and information change too often to reference in the code. Whenever there is an update to the SIC code, we have to do a text amendment to correct the changes.
 2. The uses by name on the SIC website can be searched for additional information. NAICS is a similar classification system to SIC referenced on the same website.
- C) The proposed amendments are made in order from beginning to end of Table 8.1:
 1. Remove Ambulance; Fire, Rescue Station row completely
 - Redundant with Fire, Ambulance, Rescue Station use
 - Now allowed use in TNDO & TC
 2. Remove Auditorium, Coliseum, or Stadium in TC
 - This use is inconsistent with the Comp Plan & Small Area Plan
 - Theater, Indoor is still a permitted use in TC

3. Remove Building Supply Sales (no storage yard) in TC
 - This use is incompatible with the Comp Plan & Small Area Plan
4. Remove Clothing, Shoe, and Accessory Store use completely
 - Redundant with Apparel Sales (Clothing, Shoes, Accessories) use
 - No change in permitted uses for this category. Use still allowed in TC.
5. Remove Coin Operated Amusement row completely
 - Redundant with Game Room, Video Game Room, Coin Operated
 - Removes use from I-485 Corporate Park zoning and adds SUP(10.2-15) to each allowed zoning category
6. Remove Drugstore/Pharmacy, without Drive Through Window row completely
 - Redundant with Pharmacy/Drugstore use
 - Pharmacy/Drugstore is allowed in TC already
 - Drive Through Window as Accessory Use is permitted in TC with supplemental regulations already
7. Add Gymnastics/Cheerleading Academy use in TC
 - Use consistent with other permitted uses (i.e., Dance Academy, Martial Arts)
8. Remove Hospital as a permitted use in TC
 - Hospital is inconsistent with TC
 - Medical offices are still allowed in TC (i.e., Urgent Care, Eye Doctor, Dermatologist, etc.)
9. Remove Medical, Dental, or Related Office row completely
 - Use listed in the Office Use category, redundant
 - No change in permitted uses for this category. Use still allowed in TC
10. Add Personal Training Facility as a permitted use in TC
 - Use consistent with other permitted uses (i.e., Dance Academy, Martial Arts)
11. Replace L for Pharmacy/Drugstore with CZ
 - Pharmacy/Drugstore use may be inconsistent with Comp Plan and Small Area Plans if the use is similar to a CVS or Walgreens
12. Remove Service Contractors Office with Fenced Outside Storage row completely
 - Use listed in the Office Use category, redundant
 - No change in permitted uses for this category. Use is not allowed in TC.
13. Remove Service Contractors Office without Fenced Outside Storage row completely
 - Use listed in the Office Use category, redundant
 - No change in permitted uses for this category. Use is not allowed in TC.
14. Change Sporting Goods Store in TC and TNDO from L to S(10.1-36)
 - Additional regulations on outdoor storage in TC
15. Remove Warehouse (general storage, enclosed, no outdoor storage) as a permitted use in TC
 - Use is inconsistent with the Comp Plan & Small Area Plan
16. Add – See Section 15.3 to Yardsale (no more than 3 per year)
 - Replace L in each allowed district and remove (Sect. 15.3) from each
 - No use change, only aesthetic for the Use Table
 - Consistent with the Sign Use aesthetic in the use chart

**Table 8.1 - Table of Uses
Section 1 - General**

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit Reference SIC and NAICS Code for further data on the listed uses.	SIC	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	US 74 Commercial (C 74)	Interstate Highway 485 Corporate Park	Vehicle Service/Repair (VSR)	Industrial (IND)	Heavy Industry Overlay (HIO)
1	ABC Store (liquor sales)	5924					CZ			CZ	L				
2	Accessory Dwelling Unit		S (10.1-3)	S (10.1-3)	S (10.1-3)	S (10.1-3)	L	S (10.1-3)	S (10.1-3)	S (10.1-3)					
3	Adult Establishment/Uses													SUP (10.2-3)	
4	Bookstore, Adult													SUP (10.2-3)	
5	Cabaret, Adult													SUP (10.2-3)	
6	Massage Parlor													SUP (10.2-3)	
7	Motel, Adult													SUP (10.2-3)	
8	Movie, Adult - Rental, Sales													SUP (10.2-3)	
9	Retail, Adult Products													SUP (10.2-3)	
10	Theater, Adult													SUP (10.2-3)	
11	Agricultural Based Business Facilities		SUP (10.2-4)											S (10.1-36)	
12	Agricultural Production (Crops only)		L	L				L						L	L
13	Agricultural Production (Crops & Livestock)		L												
14	Agricultural Production (Within Buildings)		L											L	L
15	Alteration, Clothing Repair					L	L		L	L	L				
	Ambulance, Fire, Rescue Station		L					L	L	L	L	L	L	L	
16	Amusement/Water Parks, Fairgrounds	7996									SUP (10.2-5)	SUP (10.2-5)			
17	Antique Store	5932				L	L			L	L				
18	Apparel Sales (Clothing, Shoes, Accessories)	5600				L	L			L	L				
19	Appliance Repair, Refrigerator or Large	7623								S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
20	Appliance Store	5722								S (10.1-36)	S (10.1-36)				
21	Arts and Crafts Store					L	L			L	L				
22	Asphalt Plant	2951													SUP (10.2-6&16)
23	Athletic Fields		L	L	L	L		L		L					
24	Auditorium, Coliseum or Stadium						L	L		L					
25	Auto Supply Sales	5531								S (10.1-36)	S (10.1-36)		S (10.1-36)		
26	Automobile Dealers	5574									S (10.1-36)		S (10.1-36)		
27	Automobile Rental or Leasing	7510								L	L	L	L		
28	Automobile Repair Services (Major)										S (10.1-4)		S (10.1-4)	S (10.1-4)	
29	Automobile Repair Services (Minor)										S (10.1-4)		S (10.1-4)		
30	Automobile Towing and Storage Services	7549											S (10.1-5)	S (10.1-5)	
31	Bakery	5461				L	L		L	L	L			S (10.1-36)	
32	Bank, Savings and Loan, or Credit Union	6000				S (10.1-6)	S (10.1-6)			S (10.1-6)	S (10.1-6)	S (10.1-6)			
33	Barber Shop	7241				L	L		L	L	L	L			
34	Bars (with/without Beverage Production Accessory Use)	5813				L	L			L	L	L			
35	Batting Cage, Indoor						L			L	L	L			
36	Batting Cages, Outdoor	7999								S (10.1-7)	S (10.1-7)				
37	Beauty Shop	7431				L	L		L	L	L	L			
38	Bed & Breakfast (Tourist Home, Boarding House)	7011	S (10.1-8)		S (10.1-8)	S (10.1-8)	S (10.1-8)			S (10.1-8)					
39	Bicycle Assembly (Bike Shop)	3751				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	
40	Billiard Parlors	7999				L	L			L	L	L			
41	Bingo Games	7999				L	L			L	L	L			
42	Boat Repair	3730									S (10.1-4)		S (10.1-4)	S (10.1-4)	
43	Boat Sales	5551									L		S (10.1-36)		
44	Bookstore	5942				L	L	L	L	L	L	L			
45	Bowling Lanes (bowling alley)	7933				L	L			L	L	L			
46	Building Supply Sales (no storage yard)	5211					L			L	L			L	

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Section 1 - General**

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47	Bulk Mail and Packaging	4212					L			L	L	L		S (10.1-36)	
48	Bus Terminal	4100				L	L	L		L	L	L			
50	Camera Store	5946				L	L			L	L	L			
51	Camp Ground (for 21 day or less occupancy only)		L												
52	Candy Store	5441				L	L			L	L	L			
53	Car Wash	7542								CZ (10.1-9)	S (10.1-9)		S (10.1-9)	S (10.1-9)	
54	Casino for Games of Chance (RESERVED)														
55	Cellular Communications Facilities (See "Wireless")														
56	Cemetery or Mausoleum		S (10.1-10)					S (10.1-10)							
	Clothing, Shoe and Accessory Store	5600				L	L			L	L	L			
57	Club or Lodge	8640				S (10.1-12)	S (10.1-12)	S (10.1-12)		S (10.1-12)	S (10.1-12)	S (10.1-12)			
	Coin-Operated Amusement	7993					L			L	L	L			
58	College or University	8220						L							
59	Communication or Broadcasting Facility, without Tower	4800				L	L	L		L	L	L		L	
60	Computer Sales and Service					L	L			L	L	L			
61	Convenience Store (with gasoline pumps)	5411								CZ	CZ	CZ		L	
62	Convenience Store (without gasoline pumps)	5411				L	L			L	L	L		L	
63	Correctional Institution (RESERVED)	9223													
64	Country Club with or without Golf Course	7997	S (10.1-13)			S (10.1-13)		S (10.1-13)	S (10.1-13)	S (10.1-13)	S (10.1-13)	S (10.1-13)			
65	Crematorium													L	
66	Dance School/Academy	7911				L	L	L	L	L	L	L		L	
67	Day Care Center for Children or Adults (6 or more)	8322	S (10.1-14)			S (10.1-14)	S (10.1-14)	S (10.1-14)	S (10.1-14)	S (10.1-14)	S (10.1-14)	S (10.1-14)		S (10.1-14)	
68	Day Care Center, Home Occupation for less than 6 children		S (10.1-15)		S (10.1-15)	S (10.1-15)	S (10.1-15)	S (10.1-15)	S (10.1-15)	S (10.1-15)	S (10.1-15)			S (10.1-15)	
69	Department, Variety or General Merchandise Store	5300				L	L			L	L				
70	Dormitories							S (10.1-16)							
71	Drive Through Window as Accessory Use					S (10.1-17)	S (10.1-17)	S (10.1-17)		S (10.1-17)	S (10.1-17)	S (10.1-17)			
	Drugstore/Pharmacy, without Drive Through Window	5912				L	L			L	L	L			
72	Dwelling(s) (see Residential Dwellings)														
73	Electronic Gaming Operation										SUP (10.2-15)				
74	Equestrian Facility	7999	SUP (10.2-7)			SUP (10.2-7)					SUP (10.2-7)	SUP (10.2-7)			
75	Equipment Rental & Leasing (no outside storage)	7350				L	L			L	L	L	L	L	
76	Equipment Rental (w/fenced outside storage)	7350								S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
77	Equipment Repair, Heavy	7690									S (10.1-4)		S (10.1-4)	S (10.1-4)	
78	Event and Wedding Venue		L			L	L	L	L	L					
79	Fabric or Piece Goods Store	5949				L	L			L	L				
80	Family Care Facility (Family Care Home)		L	L	L	L	L	L	L	L	L				
81	Farmers Market		L				L	L	L	L					
82	Fences & Walls (see 2.13)		L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)	L (2.13-2)
83	Fire, Ambulance, Rescue Station		L			L	L	L	L	L	L	L		L	
84	Floor Covering, Drapery, and/or Upholstery Sales	5710					L			S (10.1-36)	S (10.1-36)				
85	Florist	5992	L			L	L		L	L	L	L		S (10.1-36)	
86	Fortune Tellers, Astrologers (RESERVED)	7999													
87	Fuel Oil Sales and Distribution for "Home" or other Delivery	5980													SUP (10.2-11&16)
88	Funeral Home with Crematorium	7261					CZ			CZ	CZ				
89	Funeral Home without Crematorium	7261					L			L	L				

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90	Furniture Framing	2426					L			S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
91	Furniture Repair Shop	7641								S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
92	Furniture Sales	5712				L	L			S (10.1-36)	S (10.1-36)				
93	Game Room, Video Game Room, Coin Operated	7993					SUP (10.2-15)			SUP (10.2-15)	SUP (10.2-15)				
94	Garden Center or Retail Nursery	5261								S (10.1-36)	S (10.1-36)			S (10.1-36)	
95	Gift or Card Shop	5947				L	L	L	L	L	L	L			
96	Golf Course (See Country Club with Golf Course)	7992	S (10.1-13)			S (10.1-13)		S (10.1-13)		S (10.1-13)	S (10.1-13)	S (10.1-13)			
97	Golf Course, Miniature	7999								L	L				
98	Golf Driving Range	7999	S (10.1-19)			S (10.1-19)		S (10.1-19)		S (10.1-19)	S (10.1-19)	S (10.1-19)			
99	Grocery Store	5400				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)				
100	Group Care Facility		SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)	SUP (10.2-8)			
101	Gymnastics/Cheerleading Academy						L							L	
102	Hardware Store	5251				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
103	Hazardous and/or Radioactive Waste (Transportation, Storage and/or Incineration)														SUP (10.2-16)
104	Hobby Shop	5945				L	L			L	L	L			
105	Home Furnishings Sales	5719				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)				
106	Home Occupation		S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)		S (10.1-21)	
107	Hospital	8062					S (10.1-37)	S (10.1-37)	S (10.1-37)	S (10.1-37)					
108	Hotel or Motel	7011				L	L			L	L	L			
109	Jewelry Store	5944				L	L			L	L	L			
110	Junked Motor Vehicle Storage as Accessory Use		S (10.1-22)								S (10.1-22)		S (10.1-22)	S (10.1-22)	
111	Junkyards, Salvage Yards, Used Auto Parts	5015													SUP (10.2-9 & 16)
112	Kennels or Pet Grooming w/Outdoor Pens or Runs		S (10.1-23)								S (10.1-23)	S (10.1-23)		S (10.1-23)	
113	Kennels or Pet Grooming, No Outdoor Pens or Runs		L			L	L			L	L	L		L	
114	Laboratory, Medical or Dental	8071					L	L		L	L	L		L	
115	Landfill, Demolition Debris, Minor and Major (RESERVED)														
116	Landscape Services with Outside Storage	780	L								S (10.1-36)				
117	Laundromat, Coin-Operated	7215					L			L	L				
118	Laundry or Dry Cleaning	7211				L	L		L	L	L	L			
119	Library	8231				L	L	L							
120	Lighting Sales and Service					S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)			S (10.1-36)	
121	Manufactured Home/Dwelling Sales	5271								L					
122	Manufacturing & Industry (see Table 8.1, sect. 2)														
123	Market - Tailgate (Fresh Foods & "Food Trucks")(as Temporary Use - see Article 15)														
124	Market Showroom (Furniture, Apparel etc.)					S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	
125	Martial Arts Instructional Schools	7999				L	L		L	L	L			L	
126	Medical, Dental or Related Office	8000				L	L	L	L	L	L	L			
127	Metal Coating and Engraving	3470													SUP (10.2-16)
128	Metal Processing	3350													SUP (10.2-16)
129	Migrant Labor Housing														
130	Motion Picture and/or Television Production	7810				S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	
131	Motorcycle Sales (new & used), Parts and Service	5571									S (10.1-36)		S (10.1-36)		
132	Moving and Storage Service	4214								S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	
133	Museum or Art Gallery	8412				L	L	L	L	L	L	L			

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133	Musical Instrument Sales	5736				L	L		L	L	L				
134	Newsstand	5994				L	L	L	L	L	L	L			
135	Nursing Home, Assisted Living	8050	S (10.1-25)			S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)	S (10.1-25)				
136	Office Machine Sales	5999				L	L			L	L	L		S (10.1-36)	
137	Office Uses														
138	Accounting, Auditing or Bookkeeping Services	8721				L	L		L	L	L	L			
139	Administrative or Management Services	8740				L	L		L	L	L	L			
140	Advertising Agency	7310				L	L		L	L	L	L			
141	Architect, Engineer or Surveyor's Office	8710				L	L		L	L	L	L			
142	Dental, Medical or Related Office	8000				L	L	L	L	L	L	L			
143	Employment Agency, Personnel Agency	7360				L	L	L	L	L	L	L			
144	Finance or Loan Office	6100				L	L		L	L	L	L			
145	General Contractors Office w/ Fenced Outside Storage													L	
146	General Contractors Offices without Outside Storage										L		L		
147	Government Office	9000	L			L	L	L	L	L	L	L			
148	Home Occupation		S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)	S (10.1-21)		S (10.1-21)	
149	Insurance Agency (w/on-site claims inspections)	6300				L	L			L	L	L			
150	Insurance Agency (without on-site claims inspections)	6411				L	L		L	L	L	L			
151	Law Office	8111				L	L	L	L	L					
152	Medical, Dental or Related Office	8000				L	L	L	L	L	L	L			
153	Office Uses Not Otherwise Classified					L	L			L	L	L		L	
154	Real Estate Office	6500				L	L		L	L	L	L			
155	Service Contractors Offices w/Fenced Outside Storage													S (10.1-36)	
156	Service Contractors Offices without Outside Storage										L		L		
157	Stock, Security or Commodity Broker	6200				L	L		L	L	L	L			
158	Temporary Real Estate Office (see Article 15)														
159	Travel Agency	4720				L	L		L	L	L	L			
160	Optical Goods Sales	5995				L	L	L		L	L	L			
161	Outside Storage Uses Not Otherwise Classified													S (10.1-36)	
162	Paint and Wallpaper Sales	5231				S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)			S (10.1-36)	
163	Parks and Recreation Facilities, Public	7990	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)	S (10.1-26)			
164	Parking Lots or Structures					L	L	L		L	L	L		L	
165	Pawnshop or Used Merchandise Store	5932									S (10.1-35)				
166	Personal Training Facility						L							L	
167	Pest or Termite Control Services	7342									S (10.1-36)			S (10.1-36)	
168	Pet Store	5999				L	L			L	L				
169	Petroleum Products Storage and/or Transfer														SUP (10.2-11&16)
170	Pharmacy/Drugstore	5912				L	CZ L			L	L	L			
171	Photofinishing Laboratory	7384					L			L					SUP (10.2-16)

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172	Photography, Commercial	7335				L	L			L	L	L			
173	Photography Studio	7221				L	L	L	L	L	L	L			
174	Physical Fitness Center, Health Club	7991				L	L	L	L	L	L	L			
175	Police Station					L	L	L	L	L	L	L			
176	Portable Storage Unit (POD) (as Temporary Use - see Article 15)														
177	Post Office					L	L	L		L	L	L			
178	Printing and Publishing Operation	2700				S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	
179	Printing, Photocopying and Duplicating Services	7334				S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	S (10.1-36)		S (10.1-36)	
180	Raceway (Go-cart, Motorcycle, &/or Automobile)	7999									S (10.1-20)				
181	Recorded Media Sales (Record/Compact Disc/Tape)	5735				L	L			L	L	L			
182	Recreational Vehicle Sales (new and used)	5561									S (10.1-36)		S (10.1-36)		
183	Religious Institutions (Church, Synagogue, Mosque or Place of Worship)	8661				S (10.1-11)	S (10.1-11)	S (10.1-11)	S (10.1-11)	S (10.1-11)					
184	Residential Uses (Dwellings)														
185	Dwelling, Accessory Unit		S (10.1-3)	S (10.1-3)	S (10.1-3)	S (10.1-3)	L	S (10.1-3)	S (10.1-3)	S (10.1-3)					
186	Dwelling, Attached House (incl. term "Townhouse")				CZ	L	CZ	CZ	CZ	CZ					
187	Dwelling, Manufactured Home (see Sections 22.5-2 & 10.1-35)			L											
188	Dwelling Park, Manufactured Home (see Section 22.5-1)														
189	Dwelling, Multifamily 8 Units or Less				S (10.1-24)	S (10.1-24)	S (10.1-24)	S (10.1-24)	S (10.1-24)	S (10.1-24)					
190	Dwelling, Multifamily (apartments or condominiums)					CZ (10.1-24)	CZ (10.1-24)		CZ (10.1-24)	CZ (10.1-24)					
191	Dwelling, Single Family Detached, including Modular Construction		L	L	L	L	L	L	L	L					
192	Restaurant without drive-thru window					L	L		L	L	L	L			
193	Restaurant with drive-thru window accessory Use (see 10.1-17)	5812				L	CZ		CZ	CZ	CZ	CZ			
194	Retail Sales Not Otherwise Listed					S (10.1-36)	S (10.1-36)			S (10.1-36)	S (10.1-36)				
195	Retreat Center		L			L	L	L							
196	Satellite Dish As Accessory Use		L	L	L	L	L	L	L	L	L	L	L	L	L
197	Sewage Treatment Plant	4952												CZ (10.2-12)	
198	School, Elementary or Secondary	8211						S (10.1-28)							
	Service Contractors Offices with Fenced Outside Storage													S (10.1-36)	
	Service Contractors Offices without Outside Storage										L		L		
199	Service Station (Automobile Repair Services, Minor)	5541				S (10.1-4)				S (10.1-4)	S (10.1-4)	S (10.1-4)	S (10.1-4)	S (10.1-4)	
200	Service Station (Automobile Repair Services, Major)	5541									CZ (10.1-4)		CZ (10.1-4)	CZ (10.1-4)	
201	Shelter for the Homeless (RESERVED)														
202	Shoe Repair or Shoeshine Shop	7251				L	L			L	L	L			
203	Shooting Range, Indoor	7999								CZ (10.2-13)	CZ (10.2-13)	CZ (10.2-13)			
204	Shooting Range, Outdoor (RESERVED)														
205	Shopping Center									S (10.1-36)	S (10.1-36)				
206	Sign (Accessory Use as permitted by Article 17)		L	L	L	L	L	L	L	L	L	L	L	L	L
207	Sign fabricating	7312					S (10.1-36)			S (10.1-36)	S (10.1-36)		S (10.1-36)	S (10.1-36)	

**Table 8.1 - Table of Uses
Section 1 - General**

#	L = listed use CZ = conditional zoning S = Use listed with additional standards SUP = Special Use Permit Reference SIC and NAICS Code for further data on the listed uses.	SIC	Agriculture (AG)	Single Family Residential (SFR-1, SFR-2, SFR-3 & SFR-MH)	Multi-Family Residential Transitional (MFT)	Traditional Neighborhood Development Overlay (TNDO)	Town Center (TC)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	US 74 Commercial (C 74)	Interstate Highway 485 Corporate Park	Vehicle Service/Repair (VSR)	Industrial (IND)	Heavy Industry Overlay (HIO)
208	Skating Rink	7999									L				
209	Solid Waste Disposal (non-hazardous)	4953												S (10.1-36)	
210	Special Events not listed (see Article 15)														
211	Sporting Goods Store	5941				S (10.1-36) L	S (10.1-36) L			S (10.1-36)	S (10.1-36)				
212	Sports and Recreation Clubs, Indoor	7997				L	L	L	L	L	L	L		L	
213	Stationery Store	5943				L	L			L	L	L			
214	Swim and Tennis Club	7998	S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)		S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)	S (10.1-29)			
215	Swimming Pool As Accessory Use		L	L	L	L		L	L	L					
216	Tattoo and/or Body Piercings Studio						L			L	L				
217	Taxidermist	7699								L	L			L	
218	Television, Radio or Electronics Sales & Repair					L	L			L	L		L	S (10.1-36)	
219	Temporary Construction Storage and/or Office		S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)	S (10.1-30)
220	Temporary Uses not listed (see Article 15)														
221	Theater, Indoor	7832				L	L	L		L	L				
222	Tire Recapping	7534													SUP (10.2-16)
223	Tire Sales, Motor Vehicle	5531									S (10.1-4)		S (10.1-4)	S (10.1-36)	
224	Towers, Telecommunications and/or Broadcast						CZ (10.2-14)			CZ (10.2-14)	CZ (10.2-14)	CZ (10.2-14)		CZ (10.2-14)	
225	Truck and Utility Trailer Rental and Leasing									CZ (10.1-36)	CZ (10.1-36)		S (10.1-36)	S (10.1-36)	
226	Trucking Centers, Truck Stop &/or Freight Terminal	4213												S (10.1-36)	
227	Utility Equipment and Storage Yards													S (10.1-36)	
228	Utility Substation		S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)	S (10.1-36)
229	Vending Machine - Outdoor (with or without advertising copy)		L			L	L	L		L	L	L	L	L	L
230	Veterinary Service, Large Animal	741	L								L				
231	Veterinary Service, Pet Grooming, without Outdoor Kennels or Runs		L			L	L			L	L	L		L	
232	Veterinary Service w/Outdoor Kennels and/or Runs		S (10.1-31)								S (10.1-31)	S (10.1-31)		S (10.1-31)	
233	Video Media Rental and Sales	7841				L	L			L	L	L			
234	Vocational, Business or Secretarial School	8240				L	L	L	L	L	L	L			
235	Warehouse (general storage, enclosed, no outdoor storage)	4220					L			CZ	CZ	CZ		L	
236	Warehouse (Self-storage with outdoor storage)	4225								CZ (10.1-36)	CZ (10.1-36)	CZ (10.1-36)		S (10.1-36)	
237	Water Treatment Plant													S (10.1-36)	
238	Wedding and Events Venue		L			L	L	L	L	L					
239	Wholesale Trade (see section 3 of this table)														
240	Wireless Telecommunication Facilities, Microcell		S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)	S (10.1-32)
241	Wireless Telecommunication Facilities, Concealed		S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)	S (10.1-33)
242	Wireless Telecommunication Facilities, Co-Located		S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)	S (10.1-34)
243	Wireless Telecommunication Facilities, Tower						CZ (10.2-14)		CZ (10.2-14)	CZ (10.2-14)	CZ (10.2-14)	CZ (10.2-14)		CZ (10.2-14)	
244	Yard Sale (no more than 3 per year) - see Section 15.3		L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)	L(Sect. 15.3)		L(Sect. 15.3)	L(Sect. 15.3)	

(Amended December 13, 2021)



Statement of Consistency and Reasonableness

ZONING AMENDMENT: TX21.11.04

REQUEST: Updates to Table 8.1, Table of Uses, in the Stallings Development Ordinance for the Town Center zoning district.

WHEREAS, The Town of Stallings Town Council, hereafter referred to as the “Town Council”, adopted the Stallings Comprehensive Land Use Plan on November 27, 2017; and

WHEREAS, the Town Council finds it necessary to adopt a new land development ordinance to maintain consistency with the Comprehensive Land Use Plan; and

WHEREAS, the Town Council finds it necessary to revise the Unified Development Ordinance to comply with state law found in NCGS § 160D.

WHEREAS, the Town Council finds it necessary to consider the Planning Board’s recommendations.

THEREFORE, The Town Council hereby votes that the proposed text amendment is consistent and reasonable with the Comprehensive Land Use Plan adopted on November 27, 2017 based on the goals and objectives set forth in the document of promoting quality development and consistency with all state mandated land use regulations established through NCGS § 160D. The Town Council **APPROVES** the proposed amendment and stated that the Town Council finds and determines that the text amendment is consistent and reasonable with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan for the following reasons:

- 1) The revised uses allowed better match the goals and vision for the Town Center District
- 2) The revised uses will better prepare for the eventual development of the Stallings downtown area.

Adopted this the ___ day of _____, 2021

Mayor

Attest:

Town Clerk



**RESOLUTION AUTHORIZING THE PURCHASE OF
2725 OLD MONROE ROAD**

WHEREAS, local government units in the State of North Carolina may acquire by purchase real property within its jurisdiction for governmental purposes; and

WHEREAS, the Town Council of the Town of Stallings desires to purchase the real property located at 2725 Old Monroe Road Stallings, NC bearing tax parcel number 07126007A, consisting of a commercial building and approximately 4.14 acres of property from Black & Black Properties, LLC; and

WHEREAS, the Town Council and the seller, Black & Black Properties, LLC, have negotiated a purchase price of Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000.00) for 2725 Old Monroe Road property; and

WHEREAS, the Town has completed its due diligence and desires to proceed with closing on the property.

NOW, THEREFORE, BE IT RESOLVED by the Stallings Town Council that the Town Manager is hereby authorized to execute the contract for the sale of 2725 Old Monroe Road and to execute the necessary documents to effectuate the purchase and closing of the property.

This the 13th day of December, 2021.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Melanie D. Cox, Town Attorney

Rules of Procedure for the Town Council, Town of Stallings

Rule 1. Regular Meetings

The council shall hold a regular meeting on the second and fourth Mondays of each month, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day, unless the Council votes to change the meeting to another time. The meetings shall be held at the Stallings Town Hall and the meetings shall begin at 7:00 p.m. A copy of the council's current meeting schedule shall be filed with the town clerk.

Rule 2. Special, Emergency, and Recessed (or Adjourned) Meetings

(a) Special Meetings. The mayor, the mayor pro tempore, or any two members of the council may at any time call a special council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be (1) delivered to the mayor and each council member or left at his or her usual dwelling place; (2) posted on the council's principal bulletin board, or if none, at the door of the council's usual meeting room; and (3) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the town clerk. Only those items of business specified in the notice may be transacted at a special meeting called in this manner, unless all members are present or have signed a written waiver of notice. Even in such a case, the council shall only discuss or transact items of business not specified in the notice if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

A special meeting may also be called or scheduled by vote of the council in open session during another duly called meeting. The motion or resolution calling or scheduling the special meeting shall specify its time, place, and purpose. At least forty-eight hours before a special meeting called in this manner, notice of the time, place, and purpose of the meeting shall be (1) posted on the council's principal bulletin board, or if none, at the door of the council's usual meeting room; and (2) mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the town clerk. Such notice shall also be mailed or delivered at least forty-eight hours before the meeting to each council member not present at the meeting at which the special meeting was called or scheduled, and to the mayor if he or she was not present at that meeting. Only those items of business specified in the notice may be discussed or transacted at a special meeting called in this manner, unless all members are present or those not present have signed a written waiver of notice, and the council determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(b) Emergency Meetings. Emergency meetings of the city council may be called only because of generally unexpected circumstances that require immediate consideration by the council. Only business connected with the emergency may be considered at an emergency meeting. One of the following two procedures must be followed to call an emergency meeting of the council.

(1) The mayor, the mayor pro tempore, or any two members of the council may at any time call an emergency council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each council member or left at his or her usual dwelling place at least six hours before the meeting.

(2) An emergency meeting may be held at any time when the mayor and all members of the council are present and consent thereto, or when those not present have signed a written waiver of notice, but only in either case if the council complies with the notice provisions of the next paragraph.

Notice of an emergency meeting under (1) or (2) shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written emergency meeting notice request, which includes the newspaper's, wire service's, or station's telephone number, with the town clerk. This notice shall be given either by telephone or by the same method used to notify the mayor and the council members and shall be given at the expense of the party notified.

(c) Recessed (or Adjourned) Meetings. A properly called regular, special, or emergency meeting may be recessed (or adjourned) to a time and place certain by a procedural motion made and adopted as provided in Rule 18, Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of a recessed (or adjourned) session of a properly called regular, special, or emergency meeting.

(d) Cancelled Meetings.^{5*} A properly called regular, special, or emergency meeting may be cancelled due to inclement weather, lack of agenda items, or another significant reason by the Mayor with the majority consent of Council. The cancellation shall be communicated immediately to the Council and to the public via the Town's normal communication channels. **Added 01-12-15.*

Rule 3. Organizational Meeting

On the first regular meeting⁴ in December following a general election in which council members are elected, the newly elected members shall take and subscribe the oath of office as the first order of business. As the second order of business, the council shall elect a mayor pro tempore. This organizational meeting shall not be held before the municipal election results are officially determined, certified, and published in accordance with Subchapter IX of Chapter 163 of the North Carolina General Statutes.

Rule 4. Agenda

(a) **Proposed Agenda.** The town clerk shall prepare a proposed agenda for each meeting. A request to have an item of business placed on the agenda must be received at least two full working days before the day of the meeting. Any council member may, by a timely request, have an item placed on the proposed agenda. A copy of all proposed ordinances shall be attached to the proposed agenda. An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each council member shall receive a copy of the proposed agenda and the agenda package and these shall be available for public inspection and distribution or copying when these are distributed to the council members.

(b) **Adoption of the Agenda.** As its fifth² order of business at each meeting, the council shall, as specified in Rule 6, discuss and revise the proposed agenda and adopt an agenda for the meeting. If items are proposed to be added to the agenda of a meeting, the council may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all council members.

The council may by majority vote add items to or subtract items from the proposed agenda, except that

(a) the council may not subtract items from the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two council members, unless those calling the meeting consent to the deletion, (b) the council may not add items to the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two council members, unless all members are present, or those who are absent sign a written waiver of notice, and (c) only business connected with the emergency may be considered at an emergency meeting. The council may add items to the proposed agenda of a special meeting only if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

The council may designate certain agenda items “for discussion and possible action.” Such designation means that the council intends to discuss the general subject area of that agenda item before making any motion concerning that item.

(c) **Consent Agenda.** The council may designate a part of the agenda as the “consent agenda.” Items shall be placed on the consent agenda by those preparing the proposed agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

(d) **Open Meetings Requirements.** The council shall not deliberate, vote, or otherwise take action on any matter by reference to a letter, number, or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the council to understand what is being deliberated, voted, or acted on. The council may, however, deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda—sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on—are available for public inspection at the meeting.

Rule 5. Public Address to the Council¹

The Stallings Town Council is committed to providing citizens with an avenue for expressing their ideas, concerns, accolades, etc. The following are rules of procedure for conducting an orderly public comment period. The Council at its discretion may amend, waive, or extend any of these procedures.

1. A Public Comment Period shall be placed on the agenda of each regular Town Council meeting. Said agenda item shall occur at the beginning of the agenda.
2. Each person desiring to speak during the Public Comment Period shall sign up to speak prior to the start of the meeting on the form provided by the Town and submit it to the Town Clerk before the meeting begins. Council, in its discretion, may extend the time to submit the form to the Town Clerk.
3. Council may shorten or extend public comment period at its discretion. Public comments will be heard in order submitted.
4. Each speaker shall be allotted up to three (3) minutes to speak unless otherwise extended at the discretion of the Council.
5. Speakers shall at all times maintain proper decorum and shall make their comments in a civil manner. Speakers shall remain at the podium to make comments and not approach Council or

staff without an invitation from the Council.

6. Groups of five (5) persons or more supporting or opposing the same positions may request to designate a spokesperson to speak. The spokesperson may request additional time to speak beyond the allotted 3 minutes.
7. Speakers shall not speak on any topic which is the subject of a public hearing on the same agenda.
8. Mayor and Council should refrain from engaging in a dialogue with speakers except to the extent necessary to clarify the speaker's position or subject matter. At the conclusion of the speaker's comments or the Public Comment Period, the Council, in its discretion may allow the Town Manager, Town Attorney or staff to address the speaker.
9. Mayor and Council shall not restrict the subject matter of any comment based on content in any way except as provided herein.

Rule 6. Order of Business

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows³:

- Public comment
- Special Presentations
- Consent Agenda Adoption including but not limited to minutes and any financial and tax reports
- Reports and Requests from elected officials, staff, departments, and committees
- Agenda Adoption
- Public Hearings
- Old business
- New business

By general consent of the council, items may be considered out of order.

Rule 7. Office of Mayor

The mayor shall preside at all meetings of the council but shall have the right to vote only when there is a tie. In order to address the council, a member must be recognized by the mayor.

The mayor or other presiding officer, if the Mayor is absent, shall have the following powers:

- (a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- (b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- (c) To entertain and answer questions of parliamentary law or procedure;
- (d) To call a brief recess at any time;
- (e) To adjourn in an emergency.

A decision by the presiding officer under (a), (b), or (c) may be appealed to the council upon motion of any member, pursuant to Rule 18(b), Motion 1. Such a motion is in order immediately after a decision under (a), (b), or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.

Rule 8. Office of Mayor Pro Tempore

At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the council's pleasure. A council member who serves as mayor pro tempore shall be entitled to vote on all matters and shall be considered a council member for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the council may confer on the mayor pro tempore any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the council may by unanimous vote declare that the mayor is incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When a mayor declares that he or she is no longer incapacitated, and a majority of the council concurs, the mayor shall resume the exercise of his or her powers and duties. If both the mayor and mayor pro tempore are absent from a meeting, the council may elect from among its members a temporary chairman to preside at the meeting.

Rule 9. When the Presiding Officer Is in Active Debate

If the mayor or other presiding officer becomes actively engaged in debate on a particular proposal, he or she may designate another council member to preside over the debate. The mayor or other presiding officer shall resume presiding as soon as action on the matter is concluded.

Rule 10. Action by the Council

The council shall proceed by motion, except as otherwise provided for in Rule 4 and in Rule 31. Any member may make a motion.

Rule 11. Second Required

A motion shall require a second.

Rule 12. One Motion at a Time

A member may make only one motion at a time.

Rule 13. Substantive Motions

A substantive motion is out of order while another substantive motion is pending.

Rule 14. Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 27 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half.

Rule 15. Voting by Written Ballot

The council may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the council shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the town clerk immediately following the meeting at which the vote took place and until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 16. Debate

The mayor shall state the motion and then open the floor to debate on it. The mayor shall preside over the debate according to the following general principles:

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue shall be recognized before someone who has already spoken;
- (c) To the extent possible, the debate shall alternate between proponents and opponents of the measure.

Rule 17. Ratification of Actions

To the extent permitted by law, the council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

Rule 18. Procedural Motions

(a) Certain Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

(b) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are

Motion 1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the council, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

Motion 2. To Adjourn. This motion may be made only at the conclusion of council consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess or adjourn to a time and place certain shall also comply with the requirements of Rule 2(c).

Motion 3. To Take a Brief Recess.

Motion 4. Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Motion 5. To Suspend the Rules. The council may not suspend provisions of the rules that state requirements imposed by law on the council. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the council, excluding the mayor, and vacant seats.

Motion 6. To Go into Closed Session. The council may go into closed session only for one or more of the permissible purposes listed in G.S. 143-318.11(a). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the council expects to receive advice during the closed session, if in fact such advice is to be received.

Motion 7. To Leave Closed Session.

Motion 8. To Divide a Complex Motion and Consider It by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Motion 9. To Defer Consideration. The council may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires 100 days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A member who wishes to revisit the matter during that time must take action to revive consideration of the original motion [Rule 18(b), Motion 14], or else move to suspend the rules [Rule 18(b), Motion 5].

Motion 10. Motion for the Previous Question. The motion is not in order until there have been at least 20 minutes of debate, and every member has had an opportunity to speak once.

Motion 11. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules [Rule 18(b), Motion 5].

Motion 12. To Refer a Motion to a Committee. The council may vote to refer a substantive motion to a committee for its study and recommendations. Sixty days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire council, whether or not the committee has reported the matter to the council.

Motion 13. To Amend. (a) An amendment to a motion must be pertinent to the subject matter of the

motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) Any amendment to a proposed ordinance, order, policy, or resolution shall be reduced to writing before the vote on the amendment.

Motion 14. To Revive Consideration. The board may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9 of Rule 18(b). The motion is in order at any time within 100 days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires 100 days after the deferral unless a motion to revive consideration is adopted.

Motion 15. To Reconsider. The council may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the "nos" prevail) and at the meeting during which the original vote was taken, including any continuation of that meeting through recess (adjournment) to a time and place certain. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

Motion 16. To Rescind or Repeal. The council may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

Motion 17. To Prevent Reintroduction for Six Months. The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to two-thirds of the actual membership of the council excluding the mayor and vacant seats. If adopted, the restriction imposed by the motion remains in effect for six months or until the next organizational meeting of the council, whichever occurs first.

Rule 19. Renewal of Motion

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reintroduction has been adopted.

Rule 20. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

Rule 21. Duty to Vote

Every member must vote unless excused by the remaining members according to law. A member who wishes to be excused from voting shall so inform the presiding officer, who shall take a vote of the remaining members. No member shall be excused from voting except upon matters involving the

consideration of his or her own financial interest or official conduct. In all other cases, a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

Rule 22. Introduction of Ordinances

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the council.

Rule 23. Adoption of Ordinances and Approval of Contracts

(a) **Generally.** An affirmative vote equal to a majority of all the members of the council not excused from voting on the question in issue (including the mayor's vote in case of an equal division) shall be required to adopt an ordinance, to take any action that has the effect of an ordinance, or to make, ratify, or authorize any contract on behalf of the city. In addition, no ordinance or action that has the effect of an ordinance may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two-thirds of all the actual membership of the council, excluding vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the council. No ordinance shall be adopted unless it has been reduced to writing before a vote on adoption is taken.

(b) **Zoning Protest Petitions.** An affirmative vote equal to three-fourths of all the members of the city council shall be required for an ordinance making a change in a zoning regulation, restriction, or boundary to become effective, if a valid protest petition is received in accordance with the requirements set out in G.S. 160A-385(a) and G.S. 160A-386. This rule shall not apply in those cases excepted by G.S. 160A-385(a).

Rule 24. Adoption of the Budget Ordinance

Notwithstanding the provisions of any city charter, general law, or local act:

- (1) Any action with respect to the adoption or amendment of the budget ordinance may be taken at any regular or special meeting of the council by a simple majority of those present and voting, a quorum being present;
- (2) No action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the council; and
- (3) The adoption and amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any city charter or local act concerning initiative or referendum.

During the period beginning with the submission of the budget to the council and ending with the adoption of the budget ordinance, the council may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as (a) each member of the board has actual notice of each special meeting called for the purpose of considering the budget, and (b) no business other than consideration of the budget is taken up. This rule does not allow, and may not be construed to allow, the holding of closed meetings or executive

sessions by the council if it is otherwise prohibited by law from holding such a meeting or session.

Rule 25. Special Rules of Procedure

These rules supersede any other rule or rules of procedure previous adopted by act of the town council and all such previously adopted rules are null and void.

Rule 26. Closed Sessions

The council may hold closed sessions as provided by law. The council shall only commence a closed session after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. 143-318.11(a)(1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. 143-318.11(a)(3) (consultation with attorney; handling or settlement of claims, judicial actions, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The council shall terminate the closed session by a majority vote.

Only those actions authorized by statute may be taken in closed session. A motion to adjourn or recess shall not be in order during a closed session.

Rule 27. Quorum

A majority of the actual membership of the council plus the mayor, excluding vacant seats, shall constitute a quorum. A majority is more than half. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

Rule 28. Public Hearings

Public hearings required by law or deemed advisable by the council shall be organized by a special order (adopted by a majority vote) that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The rules may include, but are not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to council meetings shall also apply to public hearings at which a majority of the council is present; such a hearing is considered to be

part of a regular or special meeting of the council. These requirements also apply to hearings conducted by appointed or elected committees of the council, if a majority of the committee is present. A public hearing for which any notices required by the open meetings law or other provisions of law have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the council is present.

The council may vote to delegate to city staff members, as appropriate, the authority to schedule, call, and give notice of public hearings required by law or the council. The council shall provide adequate guidelines to assist staff members in fulfilling this responsibility, and it shall not delegate the responsibility in cases where the council itself is required by law to call, schedule, or give notice of the hearing.

At the time appointed for the hearing, the mayor or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires or when no one wishes to speak that has not done so, the presiding officer shall declare the hearing ended.

Rule 29. Quorum at Public Hearings

A quorum of the council shall be required at all public hearings required by state law. If a quorum is not present at such a hearing, the hearing shall be continued until the next regular council meeting without further advertisement.

Rule 30. Minutes

Full and accurate minutes of the council proceedings, including closed sessions, shall be kept. The board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the council, the “ayes” and “nos” upon any question shall be taken. Members’ and other persons’ comments may be included in the minutes if the council approves.

Minutes and general accounts of closed sessions may be sealed by action of the council. Such sealed minutes and general accounts may be withheld from public inspection so long as public inspection would frustrate the purpose of the closed session. Minutes and general accounts of closed sessions shall be unsealed when the Council determines that the purpose of the closed sessions would no longer be frustrated by making these records public.

Rule 31. Appointments and Resignations^{6,7}

(a) Appointments. The council shall consider and make appointments to other bodies, including its own committees, if any, only in open session and in accordance with the *Committee and Board Member Appointment Policy*.

The council shall consider and make appointments to fill a vacancy within its own membership only in open session and in accordance with the procedure documented herein.

- i. When a vacancy on the council occurs, council shall direct the Town Clerk to advertise the vacancy, using normal advertising mediums, for a minimum of ten (10) working days. The advertisement shall contain, at a minimum, a description of the council district in which the

- vacancy exists, the duration of the term of the appointment, contact information for letter of interest submission, and the last date and time that letters of interest will be accepted.
- ii. Letters of interest shall be accepted from applicants of the council district in effect at the time of the vacancy. In the event that a vacancy occurs after the decennial council district apportionment process where the council district map is redrawn and filed but before the first filing date for the next municipal election, the vacancy shall be filled from applicants within the borders of the district in effect prior to the council district borders being redrawn. Otherwise the vacancy shall be filled from within the borders of the newly formed district.
 - iii. After the advertised window for submission of letters of interest has closed, the Town Clerk shall review the letters of interest to ensure that applicants meet all age and residency requirements as required by North Carolina General Statutes (NCGS), the Town Charter and this procedure. All letters of interest from those candidates who meet age and residency requirements shall be delivered to all council members.
 - iv. Depending on the number of candidates, council may invite the candidates to the next regularly scheduled council meeting so that the candidates have the opportunity to present their interest and qualifications in person.
 - v. At that regularly scheduled meeting, council shall select a candidate for appointment to fill the vacant council seat.
 - a. When there is only one (1) candidate, a council member may make a motion, which shall require a second, to appoint that candidate to fill the vacancy. A vote will be called to approve or deny the motion. In the event of a tie vote, the Mayor shall be enabled to cast a vote to break the tie. In the event that the motion fails, the process shall start over with a new advertisement.
 - b. When there are two (2) candidates, a council member may nominate a candidate for appointment to fill the vacancy. A nomination does not require a second. A vote will be called to appoint a nominee in the order in which the candidate nominations were made. As soon as a nominee receives a majority of affirmative votes that nominee shall be appointed and voting shall cease.
 - c. When there are more than two (2) candidates, voting for candidates shall be by written ballot in accordance with Rule 15 of these *Rules of Procedure*. A candidate who receives a majority of affirmative votes shall be appointed. In the event of a tie vote by ballot, candidates receiving fewer votes than those candidates in the tie vote shall be removed from consideration and a new ballot vote shall be taken with only the remaining candidates listed on the ballot. Ballot voting shall continue in this manner until the vote does not result in a tie and a candidate receives a majority of affirmative votes.
 - vi. At council's discretion the appointee may be sworn in at that regularly scheduled meeting or at a subsequent meeting.

(b) Resignations. The Council shall consider, and vote to accept, any resignation of office or position tendered by any Town official elected by the general public, any employee hired or appointed by Council, or any committee or board member appointed by Council, no later than the first regularly scheduled meeting following the date on which the resignation was initially tendered. **Added 02-09-15.*

Rule 32. Committees and Boards*

(a) Establishment and Appointment. The council may establish temporary and standing Town committees and boards and appoint members for such committees and boards as are needed to help carry

out the work of Town government. Council delegates that same authority to the mayor except in instances where the exercise of such authority by the mayor would conflict with a council action; in case of a conflict the council action shall prevail. Appointment of Town residents to temporary and standing Town committees and boards shall be done in accordance with Rule 31 of these *Rules of Procedure*. Any specific provisions of law relating to particular committees and boards shall be followed.

(b) Open Meetings Law. The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of the city that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi judicial, administrative, or advisory functions. However, the law's requirements shall not apply to a meeting solely among the city's professional staff.

Rule 33. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, so long as the amendment is consistent with the city charter, general law, and generally accepted principles of parliamentary procedure. Adoption of an amendment shall require an affirmative vote equal to or greater than two-thirds of all the actual membership of the council, excluding vacant seats.

Rule 34. Reference to *Robert's Rules of Order Newly Revised*

To the extent not provided for in these rules, and to the extent it does not conflict with North Carolina law or with the spirit of these rules, the council shall refer to *Robert's Rules of Order Newly Revised*, to answer unresolved procedural questions.

Appendix

Permitted Procedural Motions in Order of Precedence^A

Motion	Vote Required^B	Special Requirements
1. To Appeal a Procedural Ruling of the Presiding Officer	Majority	Is in order immediately after the presiding officer announces a procedural ruling, as specified in Rule 7, and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.
2. To Adjourn	Majority	May not interrupt deliberation of pending substantive matter. Motion to [recess] [adjourn] to a time and place certain must also comply with Rule 2(c).
3. To Take a Brief Recess	Majority	None
4. Call to Follow the Agenda	Majority	Must be made at first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.
5. To Suspend the Rules	Two-Thirds	The council may not suspend provisions of the rules that state requirements imposed by law on the council.
6. To Go into Closed Session	Majority	Motion must cite one or more of the permissible purposes for closed sessions listed in G.S. 143-318.11(a) and must be adopted at an open meeting. A motion based on G.S. 143-318.11(a)(1) must also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318.11(a)(3) must identify the parties in each existing lawsuit concerning which the council expects to receive advice during the closed session, if in fact such advice is to be received.
7. To Leave Closed Session	Majority	

8. To Divide a Complex Motion and Consider it by Paragraph	Majority	None
9. To Defer Consideration	Majority	<p>A substantive motion the consideration of which has been deferred expires [100] days thereafter unless a motion to revive consideration (Motion 14) is adopted. While a deferred motion remains pending, a new motion with the same effect cannot be introduced.</p> <p>CAUTION: Do not confuse with Motion 11.</p>
10. Motion for the Previous Question	Majority	<p>Not in order until there have been at least [20] minutes of debate, and every member has had an opportunity to speak once.</p>
11. To Postpone to a Certain Time or Day	Majority	<p>None. While a postponed motion remains pending, a new motion with the same effect cannot be introduced. CAUTION: Do not confuse with Motion 9.</p>
12. To Refer a Motion to a Committee	Majority	<p>[60] days or more after a motion is referred to a committee, the introducer may compel consideration of the measure by the council, regardless of whether the committee has reported the matter to the council.</p>
13. To Amend	Majority	<p>(a) Amendments must be pertinent to the subject matter of the motion being amended. An amendment is improper if adoption of the motion with that amendment added has the same effect as rejection of the original motion. A proposal to substitute a different motion shall be treated as a motion to amend. (b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote. (c) Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.</p>
14. To Revive Consideration	Majority	<p>In order at any time within [100] days after the day of a vote to defer consideration (Motion 9). Failure to adopt Motion 14 within the [100] day period results in expiration of the deferred substantive motion.</p>

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| 15. To Reconsider | Majority | Must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the “nos” prevail).
May only be made at the meeting at which the original vote was taken, including any continuation of that meeting through [recess] [adjournment] to a time and place certain. Cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting. |
| 16. To Rescind or Repeal | Majority | Not in order if rescission or repeal of an action is forbidden by law. |
| 17. To Prevent Reintroduction for [Six] Months | Two-Thirds | In order immediately following defeat of a substantive motion and at no other time. If adopted, the restriction imposed by the motion remains in effect for [six] months or until the next organizational meeting of the council, whichever occurs first. |

A. Under these rules all procedural motions are debatable and none requires a second. All may be amended, subject to the stated limitations on motions to amend (Motion 13). Except where indicated otherwise, procedural motions may interrupt deliberations on a pending substantive matter.

B. The required vote for adoption of a procedural motion is generally a majority of the votes cast, a quorum being present. In a few cases, the required vote is a vote equal to two-thirds of the actual membership of the council, excluding the mayor, unless he or she may vote in all cases, and vacant seats.

The foregoing Rules of Procedure are based on material in “Suggested Rules of Procedure for a City Council,” 3d ed., by A. Fleming Bell, II (Chapel Hill, N. C.: The Institute of Government, The University of North Carolina, 2000)

Adopted Feb. 5, 2001

Re-adopted December 9, 2013

Re-adopted December 14, 2015

RE-adopted December 11, 2017

RE-adopted December 9, 2019

RE-adopted December 13, 2021

¹ This item was amended on September 25, 2006.

² This item was amended on June 27, 2011.

³ This item was amended on June 27, 2011.

⁴ This item was amended on October 10, 2011.

⁵ This item was amended on January 12, 2015.

⁶ This item was amended on February 9, 2015.

⁷This item was amended on October 12, 2015.

⁸This item was amended on December 14, 2015.

Town of Stallings Meeting Dates 2022

Unless otherwise noted, all meetings are held in the
Stallings Government Center located at 321 Stallings Road.

JANUARY

10	Monday	Town Council	7:00 p.m.
11	Tuesday	Parks & Recreation	6:00 p.m.
13	Thursday	Stormwater	6:00 p.m.
18	Tuesday	Planning Board	7:00 p.m.
18	Tuesday	Board of Adjustment	*7:30 p.m.
24	Monday	Public Safety	5:30 p.m.
24	Monday	Town Council	7:00 p.m.
25	Tuesday	Historical Committee	6:00 p.m.
27	Thursday	Transportation	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

FEBRUARY

8	Tuesday	Parks & Recreation	6:00 p.m.
10	Thursday	Stormwater	6:00 p.m.
14	Monday	Town Council	7:00 p.m.
15	Tuesday	Planning Board	7:00 p.m.
15	Tuesday	Board of Adjustment	*7:30 p.m.
22	Tuesday	Historical Committee	6:00 p.m.
24	Thursday	Transportation	6:00 p.m.
28	Monday	Public Safety	5:30 p.m.
28	Monday	Town Council	7:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

MARCH

8	Tuesday	Parks & Recreation	6:00 p.m.
10	Thursday	Stormwater	6:00 p.m.
14	Monday	Town Council	7:00 p.m.
15	Tuesday	Planning Board	7:00 p.m.
15	Tuesday	Board of Adjustment	*7:30 p.m.
22	Tuesday	Historical Committee	6:00 p.m.
24	Thursday	Transportation	6:00 p.m.
28	Monday	Public Safety	5:30 p.m.
28	Monday	Town Council	7:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

Town of Stallings Meeting Dates 2022

Unless otherwise noted, all meetings are held in the
Stallings Government Center located at 321 Stallings Road.

APRIL

11	Monday	Town Council	7:00 p.m.
12	Tuesday	Parks & Recreation	6:00 p.m.
14	Thursday	Stormwater	6:00 p.m.
19	Tuesday	Planning Board	7:00 p.m.
19	Tuesday	Board of Adjustment	*7:30 p.m.
21	Thursday	Transportation	6:00 p.m.
25	Monday	Public Safety	5:30 p.m.
25	Monday	Town Council	7:00 p.m.
26	Tuesday	Historical Committee	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

MAY

9	Monday	Town Council	7:00 p.m.
10	Tuesday	Parks & Recreation	6:00 p.m.
12	Thursday	Stormwater	6:00 p.m.
17	Tuesday	Planning Board	7:00 p.m.
17	Tuesday	Board of Adjustment	*7:30 p.m.
23	Monday	Public Safety	5:30 p.m.
23	Monday	Town Council	7:00 p.m.
24	Tuesday	Historical Committee	6:00 p.m.
26	Thursday	Transportation	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

JUNE

9	Thursday	Stormwater	6:00 p.m.
13	Monday	Town Council	7:00 p.m.
14	Tuesday	Parks & Recreation	6:00 p.m.
21	Tuesday	Planning Board	7:00 p.m.
21	Tuesday	Board of Adjustment	*7:30 p.m.
23	Thursday	Transportation	6:00 p.m.
27	Monday	Public Safety	5:30 p.m.
27	Monday	Town Council	7:00 p.m.
28	Tuesday	Historical Committee	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

Town of Stallings Meeting Dates 2022

Unless otherwise noted, all meetings are held in the
Stallings Government Center located at 321 Stallings Road.

JULY

11	Monday	Town Council	7:00 p.m.
12	Tuesday	Parks & Recreation	6:00 p.m.
14	Thursday	Stormwater	6:00 p.m.
19	Tuesday	Planning Board	7:00 p.m.
19	Tuesday	Board of Adjustment	*7:30 p.m.
25	Monday	Public Safety	5:30 p.m.
26	Tuesday	Historical Committee	6:00 p.m.
28	Thursday	Transportation	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

AUGUST

8	Monday	Town Council	7:00 p.m.
9	Tuesday	Parks & Recreation	6:00 p.m.
11	Thursday	Stormwater	6:00 p.m.
16	Tuesday	Planning Board	7:00 p.m.
16	Tuesday	Board of Adjustment	*7:30 p.m.
22	Monday	Public Safety	5:30 p.m.
23	Tuesday	Historical Committee	6:00 p.m.
25	Thursday	Transportation	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

SEPTEMBER

8	Thursday	Stormwater	6:00 p.m.
12	Monday	Town Council	7:00 p.m.
13	Tuesday	Parks & Recreation	6:00 p.m.
20	Tuesday	Planning Board	7:00 p.m.
20	Tuesday	Board of Adjustment	*7:30 p.m.
22	Thursday	Transportation	6:00 p.m.
26	Monday	Public Safety	5:30 p.m.
26	Monday	Town Council	7:00 p.m.
27	Tuesday	Historical Committee	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

Town of Stallings Meeting Dates 2022

Unless otherwise noted, all meetings are held in the
Stallings Government Center located at 321 Stallings Road.

OCTOBER

10	Monday	Town Council	7:00 p.m.
11	Tuesday	Parks & Recreation	6:00 p.m.
13	Thursday	Stormwater	6:00 p.m.
18	Tuesday	Planning Board	7:00 p.m.
18	Tuesday	Board of Adjustment	*7:30 p.m.
24	Monday	Public Safety	5:30 p.m.
24	Monday	Town Council	7:00 p.m.
25	Tuesday	Historical Committee	6:00 p.m.
27	Thursday	Transportation	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

NOVEMBER

3	Thursday	Stormwater	5:00 p.m.
8	Tuesday	Parks & Recreation	6:00 p.m.
14	Monday	Town Council	7:00 p.m.
15	Tuesday	Planning Board	7:00 p.m.
15	Tuesday	Board of Adjustment	*7:30 p.m.
17	Thursday	Transportation	6:00 p.m.
22	Tuesday	Historical Committee	6:00 p.m.
28	Monday	Town Council	7:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.

DECEMBER

1	Thursday	Stormwater	6:00 p.m.
12	Monday	Town Council	7:00 p.m.
13	Tuesday	Parks & Recreation	6:00 p.m.
15	Thursday	Transportation	6:00 p.m.
20	Tuesday	Planning Board	7:00 p.m.
20	Tuesday	Board of Adjustment	*7:30 p.m.
27	Tuesday	Historical Committee	6:00 p.m.

*If PB meeting concludes after 7:30 p.m. immediately thereafter.



Holiday Schedule 2022

2022 Holiday(s)	Date(s)	Day(s) of the Week
New Year's Day	December 31, 2021	Friday
MLK, Jr. Birthday	January 17	Monday
Good Friday	April 15	Friday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veteran's Day	November 11	Friday
Thanksgiving	November 24 & 25	Thursday & Friday
Christmas	December 23, 26, 27	Friday, Monday, and Tuesday