



Access for the Electronic Meeting

Via phone: 1-646-558-8656

Via web:

<https://zoom.us/j/93307339430?pwd=VGdTQVpjTkJ3UWQwcUYvcmlxMUZUZz09>

Via Zoom App:

Meeting ID: 933 0733 9430

Password: 114634

May 10, 2021

Stallings Town Hall

315 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) 03-08-2021 (2) 03-22-2021 B. Proclamation Honoring Emergency Management System Personnel C. National Police Week Proclamation D. Epcon Settlement Agreement E. Exeter Settlement Agreement F. TX21.03.01 - Fences G. Statement of Consistency and Reasonableness for TX21.03.01 H. TX21.03.02 – Flood Plains I. Statement of Consistency and Reasonableness for TX21.03.02 J. TX21.03.03 – Open Space K. Statement of Consistency and Reasonableness for TX21.03.03 L. Resolution Opposing HB 291 M. Resolution Opposing HB 496	Wyatt Dunn, Mayor	Approve Consent Agenda <i>(All items on the Consent Agenda are considered routine, to be enacted by one motion. If a member of the governing body requests discussion on of an item, the item will be removed from the Consent Agenda and considered separately.)</i> Motion: I make the motion to: 1) Approve the Consent Agenda as presented; or 2) Approve the Consent Agenda with the following changes: _____
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA

3.	7:45 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.	CZ20.07.02 – Shirley White Trustees A. Open Public Hearing B. Information from Staff C. Public Hearing D. Close Public Hearing	Lynne Hair, Town Planner	Information and presentation
5.	8:15 p.m.	DA19.11.03 - Stallings Farms <i>(Public Hearing held on 04-26-2021)</i> A. Information from Staff B. Potential Council Vote	Lynne Hair, Town Planner	Information and possible action
6.	8:25 p.m.	DFI - Proposal to Provide Phase 1 Downtown District Feasibility Assessment Services <i>(Recessed from 04-12)</i> <u>Please note:</u> The Mayor will be requesting this item be recessed until the budget is finalized.	Alex Sewell, Town Manager	Discussion and possible action
7.	8:35 p.m.	Crime Scene Technician Position Reclassification	Dennis Franks, Police Chief	Discussion and possible action
8.	8:45 p.m.	Adjournment		Motion to adjourn

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

The Town Council of the Town of Stallings met for a meeting on March 8, 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://zoom.us/j/98678066763?pwd=QkJWl1hacU96NU9oZU5oYXhmTGdmQT09>) or the Zoom app (Meeting ID: 986 7806 6763; Password: 922123).

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

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Marsha Gross, Finance Officer; Chris Easterly, Town Engineer; Ashley Platts, Parks and Recreation Director; Lynne Hair, Town Planner; Police Chief Dennis Franks; Melanie Cox, Town Attorney, and Mac McCarley, Planning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

1. Consent Agenda Items

- (1) Amended Budget Ordinance 5
- (2) Livescan Grant
- (3) Water/Sewer Policy Resolution

Council Member Paxton made the motion to approve the Consent Agenda as presented. The motion was seconded by Council Member Martin. Council passed the motion unanimously. Amended Budget Ordinance 5 and the Water/Sewer Policy Resolution is attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from the Mayor

Mayor Dunn reported that he had been in continued contact with Rep. Dean Arp regarding the Hotel Tax and hoped that Rep. Arp would continue to advocate for the tax for Stallings. Rep. Arp would also be addressing voter fraud.

B. Reports from Council Members/Town Committees
Council Members Martin, Scholl, and Grooms had no reports.

Council Member Ayers gave an update that WUMA would be inviting NCDOT to its next meeting regarding NCDOT roads resurfacing and maintenance.

Council Member Paxton reported that the survey for the Stallings Road property was complete and the due diligence would end on March 12, 2021. The closing on the property was slated for April 30, 2021 and the seller may request to maintain possession after closing until he found another home. Council Member Paxton also requested Council think about interest in the mobile home park and trading with Indian Trail.

C. Report from Town Manager/Town Departments
Town Manager Sewell reported on the following:

- Matthew West, Planning Technician, reviewed the new Current Development Projects page on the Town's website.
- Ashley Platts updated the Council on the Farmers Market stating that staff would be working towards an opening date of mid/late-May through September each Saturday. The staff would also be working on a plan for programming for the fall and winter.
- Thanked everyone for their work at the Annual Planning Conference the previous Saturday.
- Union County Property Tax Notices had been mailed and information was available on the county's website.
- NCDOT would like to reengage the Town on the Old Monroe Road project and would like final approval from Council so they can move forward with right-of-way acquisition. NCDOT would come to Council's second meeting of April to discuss.
- The final light rail public input meeting was held the previous week. CATS would be presenting the final recommendation at the end of March. CATS would join the Council's meeting at the first meeting in April.
- Idlewild Road Widening Project – NCDOT and the Town were unable to agree on a design. The Manager and Mayor Pro Tem Paxton would be meeting with NCDOT in March to discuss independent traffic studies and would bring back their findings to the Council.
- NCDOT was willing to allow Stallings to proceed with construction estimates for Pleasant Plain and Potters Road.

3. Agenda Approval

Council Member Paxton made the motion to approve the Agenda as presented. The motion was seconded by Council Member Richardson and passed unanimously by Council.

4. Real Estate Properties

A. 325 Stallings Road

Mayor Dunn opened the public hearing.

Town Manager Sewell reminded the Council this property was owned by Mr. Ted Flowe. The Town offered Mr. Flowe and wanted to purchase the property possibly for economic development purposes as it related to a downtown in addition to governmental uses.

There was no one joining the meeting who wished to give public comment on the property. Mayor Dunn then closed the public hearing.

Council Member Scholl made the motion to authorize the Town Manager to execute the closing documents for the purchase of 325 Stallings Road and approve Amended Budget Ordinance 7 which accounted for the purchase of 325 Stallings Road. The motion received Council's unanimous support after a second from Council Member Ayers. Amended Budget Ordinance 7 is attached to these minutes and therefore incorporated herein.

B. 329 Stallings Road

Mayor Dunn opened the public hearing.

Town Manager Sewell explained this purchased property possibly could be used for economic development purposes as it related to a downtown in addition to governmental uses. There was no one joining the meeting who wished to give public comment on the property. Mayor Dunn then closed the public hearing.

Council Member Ayers made the motion to approve the Resolution Changing the Intended Use of Parcel 07126010 with the correction of the address from 325 Stallings Road to 329 Stallings Road. Council Member Richardson seconded the motion to which Council approved unanimously. The Resolution Changing the Intended Use of Parcel 07126010 with the correction of the address from 325 Stallings Road to 329 Stallings Road is attached to these minutes and therefore incorporated herein.

5. TX21.01.01 – Bob Richards

Town Planner Hair presented the Council with a staff report for TX21.01.01 – Bob Richards reminding the Council that this item was originally heard on February 22, 2021. This presentation is attached to these minutes and therefore incorporated herein.

After discussion among the Council and the applicant, Council Member Scholl made the motion to deny TX21.01.01 – Bob Richards with Council Member Paxton seconding. The Council vote was a 3 to 3 tie with Council Members Grooms, Ayers, and Richardson voting against the motion. The Mayor broke the tie voting against the motion. Motion failed.

Council Member Richardson made the motion to approve TX21.01.01 – Bob Richards. The motion was seconded by Council Member Grooms and resulted in a 3 to 3 tie with Council Members Scholl, Martin, and Paxton voting against the motion. The Mayor broke the tie voting in favor of the motion. Motion passed.

Mayor Dunn read the Statement of Consistency and Reasonableness for TX21.01.01 – Bob Richards. The motion was made by Council Member Richardson to approve the Statement of Consistency and Reasonableness for TX21.01.01 – Bob Richards and seconded by Council Member Grooms. The motion passed by a 4 to 2 vote with Council Members Scholl and Paxton against the motion. The Statement of Consistency and Reasonableness for TX21.01.01 – Bob Richards is attached to these minutes and therefore incorporated herein.

6. CZ20.01.01 – The Charlotte Mecklenburg Hospital Authority

Town Planner Hair reminded the Council that it heard this item on February 22, 2021 and was a request by Atrium concerning the rezoning of a piece of property across the street (12027 Guion Lane) from the hospital site at Stallings Road/Hwy 74 in order to build a roundabout into the facility. The Planning Board recommended approval of the request with the following conditions below. Staff's presentation to the Council is attached to these minutes and therefore incorporated herein.

Conditions:

1. Gravel parking be allowed for the 0.6 acres of conditionally zoned property.
2. Opaque fencing be required to meet requirements of Article 11.6-2.
3. Approval is limited to the requested Vehicle Parking/Storage and Maintenance Building Use.
4. Any necessary permits will need to be acquired from the State, County, and Town as applicable.
5. Any change in use will need to receive conditional zoning approval from the Town.

6. A landscape plan showing compliance with any required buffers will be submitted and reviewed during the permitting process.

Council Member Paxton made the motion to approve CZ20.01.01 – The Charlotte Mecklenburg Hospital Authority with the above listed conditions. The motion received Council’s unanimous support after a second from Council Member Martin.

Mayor Dunn read the Statement of Consistency and Reasonableness for CZ20.01.01 – The Charlotte Mecklenburg Hospital Authority. The motion was made by Council Member Paxton to approve the Statement of Consistency and Reasonableness for CZ20.01.01 – The Charlotte Mecklenburg Hospital Authority and seconded by Council Member Ayers. The motion passed unanimously. The Statement of Consistency and Reasonableness for CZ20.01.01 – The Charlotte Mecklenburg Hospital Authority is attached to these minutes and therefore incorporated herein.

7. Economic Development Strategic Plan Draft

Town Manager Sewell went over the 2030 Economic Development Plan for the Town of Stallings. The plan is attached to these minutes and therefore incorporated herein.

Council Member Ayers made the motion to adopt the 2030 Economic Development Plan for the Town of Stallings. The motion received Council’s unanimous support after a second from Council Member Paxton.

8. Union County Board of Commissioners March 11th Infrastructure Workshop

Town Manager Sewell explained the Union County Board of Commissioners had invited the Council to a growth and infrastructure workshop at South Piedmont Community College, Monroe Campus. The Town’s presentation to the Council would include:

- General overview of approved projects in the pipeline.
- Discuss need for water/sewer to support economic development initiatives identified in the (draft) economic development strategic plan including downtown creation and achieving a more ideal commercial/residential tax base balance.
- Show the need for water/sewer given the hospital development (Dunn).
- As municipal tools to support proper planning/funding for schools are limited/ineffective, encourage the Commissioners to support adequate funding and planning for schools (Martin).

9. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Martin, and the motion received unanimous support. The meeting was adjourned at approximately 8:50 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

DRAFT

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

The Town Council of the Town of Stallings met for a meeting on March 22, 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://zoom.us/j/93345690136?pwd=ZFQ2WlhCNDhFK1I3YUtiYkV4WVFTdz09>) or the Zoom app (Meeting ID: 933 4569 0136; Password: 401807).

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

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Marsha Gross, Finance Officer; Chris Easterly, Town Engineer; Ashley Platts, Parks and Recreation Director; Lynne Hair, Town Planner; Police Chief Dennis Franks; Melanie Cox, Town Attorney, and Mac McCarley, Planning Attorney.

Invocation, Pledge of Allegiance and meeting called to order

Mayor Wyatt Dunn welcomed everyone to the meeting and Council Member Ayers gave the invocation. Mayor Dunn then led the Pledge of Allegiance and called the meeting to order.

Public Comments

No one joined the meeting who wished to give public comment.

1. Agenda Approval

Council Member Martin requested the Council add Agenda Item 5.D., *James River Site*. Council Member Richardson made the motion to approve the Agenda with the above addition. The motion was seconded by Council Member Paxton and passed unanimously by Council.

2. Stinson Farms

A. DA19.01.06/DA19.11.02 - Development Agreement for the Stinson Farms Development (Tabled from 02-22-2021)

Mayor Dunn re-open the public hearing. Town Planner Hair explained this item was two Development Agreements under the Stinson Farms project, a 72-acre project on Idlewild Road with multifamily and commercial components. Ms. Hair's presentation to the Council is attached to these minutes and therefore incorporated herein.

Nick Bushon, a member of the development team with Stinson Farms, discussed the project with the Council. John Carmichael, Attorney for the project, presented the Council with a formal presentation on the project. This presentation is attached to this email and therefore incorporated herein.

Bill MacMinn, 4634 Shannamara Drive, Stallings, HOA president, wanted to know the price per square footage of the single-family homes and if the plan could be changed because some of the townhomes were bordering Shannamara on Anglesey Court. He would also like to see more commercial and less multifamily.

Gina Burke, 5635 Anglesey Court, was very disappointed with the plan and did not feel safe with the townhomes behind her home. She did not think the community was being preserved. It made her reconsider her home as a parent. Ms. Burke wanted the plan revised.

Michael Gorak, 611 Rose Crea Court, was interested in the drainage on the site and how it will affect his property.

Greg Pillar, 634 Rose Crea Court, wanted to know the set back from the property to the house structures. He was also concerned with the parking for the homes and town homes on the site as it did not feel safe. Mr. Pillar was also concerned about wildlife and the effects of construction on wildlife, and he also felt it was not a walkable project. Mr. Pillar did not feel the development fit the small community vision and plan for the Town.

Jeannie Lindsay, 5639 Anglesey Court, agreed with the concerns so far and felt approving high density would feel like the bait and switch. The plan would change the nature of the small Town. The homes on Anglesey Court should be protected and requested a change in the plans. A walkable center would be much more beneficial to the Town of Stallings. Ms. Lindsay wanted additional vegetation in the buffer and wanted native landscaping. She wanted the Council to deny the current sight plan.

Cameron Gentile, 7423 Ballantoy, would like to know the number of bedrooms and the number of parking spaces per unit. He also wanted to know if there was a plan to entice certain food chains. Mr. Gentile encouraged the Council to request nice style eating.

Kimberly Rippey, 421 Adair Court, loved Stallings for the small town feel. She was concerned about the schools at capacity and the project's roads were so close to neighbors.

Beverly Galen, 837 Clonmill Drive, wanted to know of a comparable neighborhood where residents could go look and see what the developer homes looked like.

Ruvina Sylvester, 5030 Shannamara Drive, agreed with the neighbors and that this project would hurt the Shannamara neighborhood.

Donald Cuttingham, 15250 Idlewild Road, was concerned with the sediment pond because the area flooded regularly. He wanted clarification as to how far he would have to go toward Monroe before he would be able to go back toward Charlotte since he would not be able to make a left out of his driveway. Mr. Cuttingham also wanted to know when the road work would begin.

Carnell Johnson, 4640 Shannamara Drive, requested the timeline for the Council's vote on this plan and when approximately construction would begin.

Council discussed the project with each other and the developers and then Mayor Dunn closed the public hearing. The Development Agreement Subcommittee for the Stinson Farms project would meet again with the applicant to discuss the concerns voiced.

B. CZ21.02.01

Mayor Dunn opened the public hearing. Town Planner Hair presented the Staff report for the CZ21.02.01. It consisted of a portion of land, 5.43 acres at 15001 Idlewild Road, that would be added to the Stinson Farms project and needed to be conditionally zoned to fit with the project. The Staff Report presentation is attached to these minutes and therefore incorporated herein. The Planning Board recommended approval of the project with the following conditions:

1. Restrict open space areas by labeling them as open space and adding a note to the plan that denoted open space cannot be developed.
2. The property frontage buffer will be 24' measured from the Idlewild future 6-lane ROW line.
3. Plantings/landscaping will be provided between the 24' frontage buffer and the right of way.
4. The applicant will work with town attorney on language that will ensure that the Idlewild Road median will be landscaped.
5. One (1) 24-unit multi-family building be allowed.
6. All conditions of the Development Agreement approved for the Stinson Farms project on PID#07075020, 07075019 07075018, 07075023, 07075022, 07075022A, 07075017, 07075028, and 07075017A will apply to the property where applicable.

John Carmichael, attorney for Stinson Farms, present the Council the rezoning request. This presentation is attached to these minutes and therefore incorporated herein.

Jeannie Lindsay, 5639 Anglesey Court, would not want to live in that area between apartments and a gas station.

Greg Pillar, 634 Rose Crea Court, stated a gas station should not be permitted there because it would be awkward to live behind a gas station.

Council discussed the request with the application. Mayor Dunn then closed the public hearing. The Subcommittee for the Stinson Farms project would meet again with the applicant to discuss the concerns voiced.

3. Silver Line Resolution

Town Manager Sewell explained the Charlotte Area Transit System (CATS) was requesting the Town adopt a resolution of support for the Silver Line Rail Project.

Council Member Paxton made the motion to approve the Resolution Affirming the Stallings Town Council's Support of CATS Selected Alignment and Park and Ride Lot location for the LYNX Silverline within the Town Limits. The motion was passed unanimously by Council after a second from Council Member Scholl. The Resolution Affirming the Stallings Town Council's Support of CATS Selected Alignment and Park and Ride Lot location for the LYNX Silverline within the Town Limits is attached to these minutes and therefore incorporated herein.

4. Hotel Tax Resolution

Mayor Dunn explained the Town had been working on this tax for many years.

Council Member Scholl made the motion to approve the Resolution Requesting the North Carolina General Assembly to Authorize the Town of Stallings to Levy a Room Occupancy Tax to which Council Member Paxton seconded. The motion passed with Council's unanimous vote. The Resolution Requesting the North Carolina General Assembly to Authorize the Town of Stallings to Levy a Room Occupancy Tax is attached to these minutes and therefore incorporated herein.

5. Annual Retreat

Town Manager Sewell shared with the Council a 2021 Annual Retreat Implementation Update.

The memo regarding this update is attached to these minutes and therefore incorporated herein.

Council Member Martin made the motion to approve the 2021-2022 Priorities and Action Steps. The motion was passed unanimously by Council after a second from Council Member Scholl. The 2021-2022 Priorities and Action Steps (which is a part of the above-mentioned memo) is attached to these minutes and therefore incorporated herein.

5.A. James River Site (Martin)

Council Member Martin explained that he was concerned about the possible use of the James River site, four acres next to Town Hall, as a church as it would go against the long-term Downtown Master Plan of the Town. It was proposed the Town look at purchase options on that site. Consensus was had for the Mayor to speak with the pastor of the interested church.

6. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at approximately 10:00 p.m.

Approved on _____, 2021.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



**TOWN OF STALLINGS
PROCLAMATION
HONORING EMERGENCY MEDICAL
SERVICES PERSONNEL**

The Town of Stallings, by and through the unanimous consent of the Town Council, hereby proclaims the following:

WHEREAS, Union EMS was founded in 1985 and has grown to include nearly 150 Paramedics and Emergency Medical Technicians providing full Advanced Life Support and Basic Life Support services to the nearly 250,000 residents of Union County; and,

WHEREAS, Union EMS has for more than 35 years continuously served the citizens of Union County and,

WHEREAS, Union EMS offers additional healthcare services through programs such as the Community Paramedicine Program, S.R.T. Paramedics, who serve alongside the Union County Sheriff's Office, and other specialty service areas; and,

WHEREAS, Union County EMS responds to more than 22,000 calls per year; and,

WHEREAS, Union EMS is meeting the challenges of modern healthcare working to be a progressive and evidence-based healthcare provider; and,

WHEREAS, 2020 has been an extraordinary time for EMS and first responders nationwide; and,

WHEREAS, the COVID 19 pandemic has caused a tremendous strain on Paramedics and EMTs who have seen increased call volume, increased strain on resources, and increased stress from dealing with a large number of sick patients; and,

WHEREAS, while the COVID-19 pandemic is a national healthcare crisis, the paramedics and EMTs of Union EMS have reported to duty day in and day out under these tough circumstances to continue to provide the highest quality of care to the citizens of Union County; and,

WHEREAS, the Covid-19 pandemic was met head on by Union EMS professionals who rose to the challenge and served our county well throughout the worst of the virus.

NOW, THEREFORE, I, Mayor Wyatt Dunn, on behalf of the Town Council and Citizens of the Town of Stallings, in recognition of National EMS

Week, does hereby issue this Proclamation in recognition of the service and dedication of Union EMS personnel, and we extend our gratitude and appreciation to all Union EMS personnel. We congratulate Union EMS for a job well done.

This the 10th day of May, 2021.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



National Police Week Proclamation 2021

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Stallings Police Department;

WHEREAS, nearly 62,000 assaults against law enforcement officers are reported each year, resulting in approximately 19,000 injuries;

WHEREAS, since the first recorded death in 1786, 22,611 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 182 officers lives claimed by COVID-19;

WHEREAS, the service and sacrifice of all officers killed in the line of duty are honored during the National Law Enforcement Officers Memorial Fund's Annual Candlelight Vigil, on the evening of May 13, 2021;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 9th - 15th;

WHEREAS, May 13th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Stallings formally designates May 9th – 15th, 2021, as Police Week in the Town of Stallings, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Adopted this the 10th day of May, 2021.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “**Agreement**”) is made and entered into this the ___ day of May, 2021, by and between EPCON LR2, LLC (“**Epcon**”) and the Town of Stallings (the “**Town**”). The above identified parties are at times referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

WHEREAS, on or about November 15, 2019 the Town sent Epcon Communities and Epcon Lawyers Road, LLC a Cease and Desist Order followed by a Notice of Violation on January 7, 2020, both relating to Epcon’s removal of certain trees at its property known as the Courtyards at Lawyers Road (the “**Property**”); and

WHEREAS, the Town assessed a penalty of \$58,500.00 pursuant to Article 11 of its Development Ordinance against Epcon for the alleged violations (the “**Penalty**”); and

WHEREAS, disputes arose between the Parties regarding whether such tree removals violated the Town’s Development Ordinance (the “**Dispute**”); and

WHEREAS, Epcon, not as an admission of liability, but in an effort to continue its development work without further interruption, paid the \$58,500.00 Penalty to the Town under protest; and

WHEREAS, Epcon timely appealed the Notice of Violation; and

WHEREAS, a hearing on Epcon’s appeal was commenced on February 11, 2020 and continued to a future date; however, due to COVID, was subsequently cancelled, and to date, has not been rescheduled; and

WHEREAS, the Parties desire to avoid the expense involved in further proceedings, including appeals, concerning the Dispute, and desire to fully and finally amicably compromise, settle, and dispose of all possible claims related thereto, as more particularly described herein.

NOW THEREFORE, IN CONSIDERATION OF THE RECITALS, which are incorporated herein and made a part of this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true, accurate, and incorporated herein.
2. **Payment.** Pursuant to Article 23 of the Town’s Development Ordinance, Epcon agrees to pay and the Town agrees to accept a reduced Penalty of \$13,613.75. The Town shall return to Epcon the amount of Forty-Four Thousand Eight Hundred and Eighty-Six Dollars and Twenty-Five Cents (\$44,886.25) within ten (10) days of Council approval. (“**Payment**”). The

payment shall be made by check and made payable to “Epcon Communities” with delivery to the attention of Epcon’s counsel as follows:

R. Susanne Todd
Johnston Allison & Hord, P.A.
1065 E. Morehead Street
Charlotte, NC 28204

3. **Release of Claims between Epcon, Epcon Lawyers Road, LLC, Epcon Communities and the Town.** Epcon, Epcon Lawyers Road, LLC, Epcon Communities and the Town, between and among themselves, release and forever discharge each other and each of their parents, subsidiaries, affiliates, officers, directors, shareholders, partners, attorneys, trustees, predecessors, successors, representatives, insurers, assignees, agents, employees, administrators, and all persons acting by, through or in any way on behalf of each other of and from any and all claims, debts, defenses, liabilities, costs, attorney’s fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which may now have or claim to have against each other arising or relating to the Dispute, the Cease and Desist Order, the Notice of Violation, and/or the Penalty, except for the obligations expressly set forth in this Agreement.

Epcon and the Town further covenant and agree that this Agreement may be pleaded or asserted as a defense and complete bar to any action or claim that may be brought against or involving Epcon or the Town by anyone acting or purporting to act on behalf of Epcon or the Town, with respect to any of the matters within the scope of this Agreement excepting only the obligations under this Agreement.

4. **No Admission of Liability.** The Parties acknowledge that (i) the agreements and references herein are in relation to disputed claims, (ii) the execution of this Agreement is not an admission of liability by either party, and (iii) payment of any funds referenced herein is not an admission of liability. Moreover, Epcon specifically denies any violation of Article 11 of the Tree Protection provisions—no tree disturbance permit existed, and any trees cut were proposed for removal as part of the construction of the Property.

5. **Mutually Drafted Settlement Agreement and Release.** Each of the parties has had the opportunity to be fully and completely represented by counsel of their own choosing in the negotiation and drafting of this Settlement Agreement and Release. Accordingly, the parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Settlement Agreement. Further, each party hereto acknowledges reading this entire document, understanding its terms and effects, and that this Settlement Agreement is being signed freely by each of the parties. Each of the terms of this Settlement Agreement are contractual, not a mere recital, and are the result of negotiations among the parties.

6. **Fees.** Each Party shall bear its own attorneys’ fees and costs incurred through the execution of this Settlement Agreement. Notwithstanding any other provision contained herein, in the event any party is required to bring an action to enforce the terms of this Settlement

Agreement, and that party prevails in such an action, the non-prevailing party or parties shall pay the attorneys' fees and costs associated with the prosecution of such an action.

7. **Authority.** By their execution of this Agreement, each Party's signatories represent and warrant that they are authorized to bind their respective organizations, if any, to the terms of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement may not be modified, altered or amended except by agreement in writing signed by all of the Parties hereto.

9. **Severability.** If for any reason any provision of this Settlement Agreement is determined to be invalid or unenforceable, the remaining provisions of this Settlement Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of this Agreement.

10. **Further Assurances.** The Parties to this Settlement Agreement agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Settlement Agreement. The Parties represent they have not assigned, transferred, pledged or hypothecated, or purported to assign, transfer, pledge or hypothecate, to any entity or individual any of the claims in the Agreement.

11. **Governing Law.** This Settlement Agreement is entered into in the State of North Carolina and shall be construed and regulated under and by the laws of the State of North Carolina, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

12. **Headings.** The headings in this Agreement are for the purpose of reference only and shall not affect the construction of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same instrument. Counterpart copies of this Agreement may be signed by a Party and exchanged by facsimile or .PDF or like file attachment to electronic mail. The Parties intend that such copies signed and exchanged as provided in the preceding sentence shall be fully binding.

In witness whereof, the Parties have set their hand and seal to this Agreement on the date above first written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EPCON LR2, LLC

By: _____

Title: _____

STATE OF _____

1.

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of Epcon LR2, LLC and acknowledged, on behalf of Epcon Communities the due execution of the foregoing instrument.

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

_____, Notary Public
(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF STALLINGS

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the Town of Stallings and acknowledged, on behalf of the Town of Stallings the due execution of the foregoing instrument.

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

_____, Notary Public
(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “**Agreement**”) is made and entered into this the ___ day of _____, 2021, by and between EXETER UNION PARK TOWNES DEVELOPERS, LLC (“**Exeter**”) and the Town of Stallings (the “**Town**”). The above identified parties are at times referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

WHEREAS, on or about December 11, 2020 the Town sent Exeter a Cease and Desist Order followed by a Notice of Violation on January 11, 2021, both relating to Exeter’s removal of certain trees at its property known as the Union Park Townes (the “**Property**”); and

WHEREAS, the Town assessed a penalty of \$40,300 pursuant to Article 11 of its Development Ordinance against Exeter for the alleged violations (the “**Penalty**”); and

WHEREAS, disputes arose between the Parties regarding whether such tree removals violated the Town’s Development Ordinance (the “**Dispute**”); and

WHEREAS, Exeter, not as an admission of liability, but in an effort to continue its development work without further interruption, paid the \$40,300.00 Penalty to the Town under protest; and

WHEREAS, Exeter timely appealed the Notice of Violation; and

WHEREAS, the Parties desire to avoid the expense involved in proceedings, including appeals, concerning the Dispute, and desire to fully and finally amicably compromise, settle, and dispose of all possible claims related thereto, as more particularly described herein.

NOW THEREFORE, IN CONSIDERATION OF THE RECITALS, which are incorporated herein and made a part of this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true, accurate, and incorporated herein.
2. **Payment.** Pursuant to Article 23 of the Town’s Development Ordinance, Exeter agrees to pay and the Town agrees to accept a reduced Penalty of \$4,000.00. The Town shall return to Exeter the amount of Thirty-Six Thousand Three Hundred Dollars (\$36,300.00) within ten (10) days of Council approval. (“**Payment**”). The payment shall be made by check and made payable to “Exeter Development Company, LLC” with delivery to the attention of Exeter’s counsel as follows:

Amy Rickers
Johnston Allison & Hord, P.A.

1065 E. Morehead Street
Charlotte, NC 28204

3. **Release of Claims between Exeter and the Town.** Exeter and the Town, between and among themselves, release and forever discharge each other and each of their parents, subsidiaries, affiliates, officers, directors, shareholders, partners, attorneys, trustees, predecessors, successors, representatives, insurers, assignees, agents, employees, administrators, and all persons acting by, through or in any way on behalf of each other of and from any and all claims, debts, defenses, liabilities, costs, attorney's fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which may now have or claim to have against each other arising or relating to the Dispute, the Cease and Desist Order, the Notice of Violation, and/or the Penalty, except for the obligations expressly set forth in this Agreement.

Exeter and the Town further covenant and agree that this Agreement may be pleaded or asserted as a defense and complete bar to any action or claim that may be brought against or involving Exeter or the Town by anyone acting or purporting to act on behalf of Exeter or the Town, with respect to any of the matters within the scope of this Agreement excepting only the obligations under this Agreement.

4. **No Admission of Liability.** The Parties acknowledge that (i) the agreements and references herein are in relation to disputed claims, (ii) the execution of this Agreement is not an admission of liability by either party, and (iii) payment of any funds referenced herein is not an admission of liability. Moreover, Exeter specifically denies any violation of Article 11 of the Tree Protection provisions—no tree disturbance permit existed, and any trees cut were proposed for removal as part of the construction of the Property.

5. **Mutually Drafted Settlement Agreement and Release.** Each of the parties has had the opportunity to be fully and completely represented by counsel of their own choosing in the negotiation and drafting of this Settlement Agreement and Release. Accordingly, the parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Settlement Agreement. Further, each party hereto acknowledges reading this entire document, understanding its terms and effects, and that this Settlement Agreement is being signed freely by each of the parties. Each of the terms of this Settlement Agreement are contractual, not a mere recital, and are the result of negotiations among the parties.

6. **Fees.** Each Party shall bear its own attorneys' fees and costs incurred through the execution of this Settlement Agreement. Notwithstanding any other provision contained herein, in the event any party is required to bring an action to enforce the terms of this Settlement Agreement, and that party prevails in such an action, the non-prevailing party or parties shall pay the attorneys' fees and costs associated with the prosecution of such an action.

7. **Authority.** By their execution of this Agreement, each Party's signatories represent and warrant that they are authorized to bind their respective organizations, if any, to the terms of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement may not be modified, altered or amended except by agreement in writing signed by all of the Parties hereto.

9. **Severability.** If for any reason any provision of this Settlement Agreement is determined to be invalid or unenforceable, the remaining provisions of this Settlement Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of this Agreement.

10. **Further Assurances.** The Parties to this Settlement Agreement agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Settlement Agreement. The Parties represent they have not assigned, transferred, pledged or hypothecated, or purported to assign, transfer, pledge or hypothecate, to any entity or individual any of the claims in the Agreement.

11. **Governing Law.** This Settlement Agreement is entered into in the State of North Carolina and shall be construed and regulated under and by the laws of the State of North Carolina, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

12. **Headings.** The headings in this Agreement are for the purpose of reference only and shall not affect the construction of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same instrument. Counterpart copies of this Agreement may be signed by a Party and exchanged by facsimile or .PDF or like file attachment to electronic mail. The Parties intend that such copies signed and exchanged as provided in the preceding sentence shall be fully binding.

In witness whereof, the Parties have set their hand and seal to this Agreement on the date above first written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXETER UNION PARK TOWNES
DEVELOPERS, LLC

By: _____

Title: _____

STATE OF _____

1.

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of Exeter Union Park Townes Developers, LLC and acknowledged, on behalf of Exeter Union Park Townes Developers, LLC the due execution of the foregoing instrument.

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

_____, Notary Public
(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF STALLINGS

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the Town of Stallings and acknowledged, on behalf of the Town of Stallings the due execution of the foregoing instrument.

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

_____, Notary Public
(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)



MEMO

To: Town Council
From: Lynne Hair, Planning Director
Date: April 19, 2021
RE: TX21.03.01/TX21.03.02 – Request to amend Development Ordinance Article 2 and 16 to address concerns with structures being built within floodplains, and the appearances of fences throughout the Town

Background:

The Public Hearing for this item was held on April 26, 2021.

To address concerns with structures being built within floodplains, and the appearances of fences throughout the Town, Council directed staff to make the following test amendments:

1. **TX21.03.01 - Restrict flood plain from being counted toward minimum lot size, subdivided, platted and sold to homeowners as private property.**

Staff would recommend language be added to the Development Ordinance as follows:

Article 2 General Standards and Specifications

ADD:

Article 2.2-1 Flood Plan not to be Counted Towards Minimum Lot Size Calculations/Remain Open Space

Lot lines for newly created single family detached lots, created through the requirements established by Article 16 of the Stallings Development Ordinance, shall not be platted to include any designated floodplain areas. Floodplain located within a single-family detached subdivision containing 4 or more lots will remain as common space.

Article 16 Subdivisions

CURRENT LANGUAGE

Article 16.2-3 (D) Lot Lines and Drainage of the Stallings Development Ordinance currently states the following:

(D) Lot lines and drainage. Lot boundaries shall be made to coincide with natural and pre-existing topography to the extent practicable to avoid the creation of lots that can be built upon only by altering drainage ways. Lot boundary lines shall conform to the following requirements:

1. The Lot boundary lines of either a Minor Subdivision or Major Subdivision shall not extend into areas equal to or below the Base Flood contour line(s).
2. The Lot boundary lines of either the Minor Subdivision or Major Subdivision shall not extend into areas designated as a stream Buffer Zone.
3. The Lot boundary lines of either a Major Subdivision or Major Subdivision shall not extend into areas designated as Wetlands.
4. *Lot lines for newly created single family detached lots, created through the requirements established by Article 16 of the Stallings Development Ordinance, shall not be platted to include any designated floodplain areas. Floodplain located within a single-family detached subdivision containing 4 or more lots will remain as common space.*

2. TX21.03.02 - Fence Appearance

In keeping with Town goals of maintaining an attractive and inviting appearance, Town Council directed staff to prepare language dealing with fence installation, ensuring that the finished side faces outwards.

Article 2 General Standards and Specifications

ADD:

Article 2.13-2 regulates fences. Staff would suggest (G) be added to this section as follows:

2.13-2 (G) All finished sides of a fence shall face off-site.

Planning Board Recommendation:

Approve as written



TX21.03.01/TX21.03.02

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS approval of the requested text amendment revising Articles 2 & 16 of the Town of Stallings Unified Development Ordinance with language addressing the prohibition of floodplains from being platted in subdivision of 4+ lots, and language addressing the appearance of fences; and,

WHEREAS the amendment made to Articles 2 and 16 are in keeping with the standards established by the Stallings Comprehensive Land Use Plan promoting cohesive development and an attractive community; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO
HEREBY ORDAIN THE APPROVAL OF THE REQUESTED AMENDMENTS
TX21.03.01 and TX21.03.02 ALLOWING THE TEXT AMENDMENTS TO
ARTICLES 2 & 16 AS SUBMITTED.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2020.

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: TX21.03.01

REQUEST: Amend Article 2 and Article 16 of the Stallings Development Ordinance to address concerns with structures being built within floodplains.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed **text amendment** is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document of promoting safe and healthy development patterns. At their **May 10, 2021** meeting the **Stallings Town Council** voted to recommend **APPROVAL** of the proposed amendment and stated that the **Town Council** finds and determines that the **text amendment** is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was 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: TX21.03.02

REQUEST: Amend Article 2.13-2 of the Stallings Development Ordinance. In keeping with Town goals of maintaining an attractive appearance by ensuring when a fence is installed that the finished side faces outwards

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed **text amendment** is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document of promoting an attractive appearance. At their **May 10, 2021** meeting the **Stallings Town Council** voted to recommend **APPROVAL** of the proposed amendment and stated that the **Town Council** finds and determines that the **text amendment** is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed _____.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



MEMO

To: Town Council
From: Matthew West, Planning Technician
Date: April 26th, 2021
RE: Town of Stallings Unified Development Ordinance – Article 21 Open Space Rewrite

Background:

To address concerns that the Open Space article of the Town's UDO does not adequately provide for the needs of the Town, Council directed staff to contract Centralina to assist with making adjustments to the ordinance to better serve the community:

1. Town of Stallings Unified Development Ordinance Open Space update:

Staff would recommend language be added to the Development Ordinance as follows:

Article 2 General Standards and Specifications

ADD:

OPEN SPACE, COMMON. Open space that is (1) owned in common and maintained by the owners of lots in a subdivision (i. e., a homeowner's association), or (2) owned by a private individual or entity but managed and maintained for common use by residents, occupants or customers of the development.

OPEN SPACE, IMPROVED. Open space that is improved with recreational areas and amenities such as, but not limited to, ballfields, tennis courts, swimming pools, nature trails, clubhouses, etc.

OPEN SPACE.PUBLIC. Open space that is accessible to the general public and maintained by the Town.

OPEN SPACE, UNIMPROVED.. Any area of land or water that is left natural and undisturbed or revegetated to enhance the purposes of natural resource preservation.

OPEN SPACE, URBAN AMENITIES. Facilities for active and passive recreational use located in urban areas that include sidewalks, widened beyond what is required by code, plazas, street furniture, outdoor eating or gathering areas, fountains, rooftop gardens, areas featuring public art, or other urban related amenities.

REMOVE:

SUBURBAN OPEN SPACE AMENITIES. Land available for and containing active and passive recreational elements, including parks, trails, clubhouses, playgrounds, athletic fields and courts, picnic facilities, benches, community gardens, and pools. It can include natural areas including floodplains, water bodies, wetlands, woodlands, land used for stormwater retention, and slopes over 15%.

Article 11 Subdivisions

CURRENT LANGUAGE

Article 11.6 Landscape Requirements of the Stallings Development Ordinance currently states the following:

Type B Buffer Yard: A medium-density screening buffer to partially block visual contact between uses with a minimum of *seventy-five (75%)* opacity.

Table 11.1 Buffer Yard Chart

Re-formatted buffer chart:

Table 11.1- BUFFER YARD CHART		
DEVELOPMENT DISTRICT <i>(Residential)</i>	ADJACENT DISTRICTS	BUFFER YARD REQUIRED
Single Family Residential - <i>SFR</i> Multi-Family Residential Transitional – <i>MFT</i> Traditional Neighborhood Development Overlay – <i>TNDO</i> Conditionally Zoned – <i>CZ</i> Mixed Use – <i>MU-1</i>	All other districts	Type A
DEVELOPMENT DISTRICT <i>(Non-Residential)</i>	ADJACENT DISTRICT	BUFFER YARD REQUIRED
All other districts	Single Family Residential – <i>SFR</i>	Type A

<p>Agriculture - AG</p> <p>Industrial - IND</p> <p>Heavy Industry Overlay – HIO</p> <p>Conditionally Zoned - CZ</p>	<p>All other districts</p>	<p>Type A</p>
<p>Mixed Use – MU-2</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p> <p>Vehicle Service and Repair – VSR</p>	<p>Multi-Family Residential Transitional – MFT</p> <p>Civic – CIV</p> <p>Traditional Neighborhood Development Overlay - TNDO</p>	<p>Type B</p>
<p>Town Center – TC</p> <p>Civic – CIV</p>	<p>Multi-Family Residential - MFR</p>	<p>Type C</p>
<p>Vehicle Service Repair – VSR</p>	<p>Town Center – TC</p> <p>Mixed Use – MU</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p>	<p>Type C</p>
<p>Town Center – TC</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p>	<p>Mixed Use – MU</p> <p>Industrial – IND</p>	<p>Type C</p>
<p>“MU”</p>	<p>“TC”, “C 74”, “CP 485”, “VSR”</p> <p>Town Center – TC</p> <p>US Highway 74 Commercial –</p>	

Mixed Use – MU-2	<p style="text-align: center;">C-74</p> <p style="text-align: center;">Interstate Highway 485 Corporate Park – CP-485</p> <p style="text-align: center;">Vehicle Service and Repair - VSR</p>	Type D
------------------	---	--------

ADD:

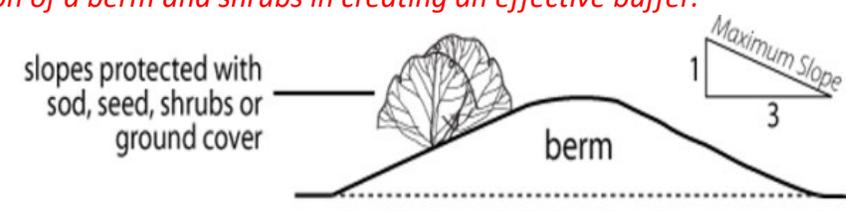
*The buffer must always meet the Average Width listed, but may vary in width within the Minimum/Maximums listed depending on site conditions.

Article 11.6-1 Buffering and Screening of Different Districts

ADD:

(F.) Berms. In all residential districts that adjoin a state or local thoroughfare as listed in Section 2.18-2, an earthen berm shall be used in conjunction with densely planted vegetation (i.e. a row of evergreen shrubs not less than 24 inches tall at the time of installation and planted not more than 3 feet apart), provided that the height of the berm shall be at least four feet (4') and provide approximately seventy five percent (75%) opacity within two (2) years of planting.

The maximum slope of any berm will be 3:1 and side slopes will be designed to ensure the prevention of soil erosion and practical maintenance. The figure below illustrates the combination of a berm and shrubs in creating an effective buffer.



Berms shall not be required when the development consists of four (4) or fewer homes. Front-loading homes shall also be exempt from this berm requirement.

Article 21 Open Space

Article 21.1 Purpose

... Preservation of open space in developing areas serves a variety of purposes, including meeting the recreational needs of residents, improving the aesthetic character of the

community, reducing stormwater runoff, improving stormwater runoff water quality, and enhancing air quality. *Where applicable, the addition of active open space shall adhere to the Stallings Recreation and Greenway Master Plan.* The standards set forth below establish regulations for open space.

Article 21.1 Open Space should now be written:

The following standards are hereby established for open space. Percentage of required open space is calculated on the gross project acreage. Open space areas shall be identified and calculated on development proposals. For linear improvements, such as a greenway, open space shall be calculated by multiplying the length of the greenway by fifty (50) feet, unless obstructed by property lines.

Open Space shall consist of improved and unimproved areas. The total requirement for open space is shown in Table 21.1. Improved open space shall be fifty percent (50%) of the total requirement as shown in Table 21.1. The remaining 50% of open space may be unimproved open space and consist of land as listed in Section 21.2-10. The maximum unimproved open space allowed, as defined in Section 21.2-10(A)(B)(C), may be less than twenty five percent (25%) of the total required open space. If this is the case, the remaining total open space must be met with either improved open space or unimproved open space as defined in Section 21.2-10(D)(E).

Table 21.1 is to be changed to the following:

ZONING DISTRICT	REQUIRED TOTAL OPEN SPACE	REQUIRED IMPROVED OPEN SPACE
Single Family Residential (SFR-1) Single Family Residential (SFR-2) Single Family Residential (SFR-3)	25%	12.5%
Multi-Family Residential Transitional (MFT)	15%	7.5%
Traditional Neighborhood Development Overlay (TNDO)	10%	5%
Mixed Use (MU-1)	12%	6%
Mixed Use (MU-2) – When residential components are included, open space shall be centrally and internally located so as to	10%	5%

provide focal points throughout the development.		
Conditionally Zoned (CZ) <i>Requirements listed are a minimum but may be amended by the Town Council through the Conditional Zoning process.</i>	10%	5%
US Highway 74 Commercial (C 74) Interstate Highway 485 Corporate Park (CP 485) Vehicle Service and Repair (VSR) Industrial (IND) Heavy Industry Overlay (HIO)	10%	5%
Agriculture (AG) Civic (CIV) Scenic Corridor Overlay (SCO)	n/a	n/a
Town Center (TC) as <i>defined in Article 8.</i> <i>New development must adhere to the Parks and Greenway Master Plan when applicable.</i>	n/a	n/a

Article 21.2-2 Land designated as future open space. should be written:

Regardless of the requirements and exemptions of this subsection, any portion of the site of the proposed development that is designated as future open space or greenway in the adopted Comprehensive Land Use Plan *and/or the Stallings Parks and Greenway Master Plan adopted by the Town of Stallings*, as amended from time to time, shall be reserved for open space. This area may be counted toward the total amount of open space required for the development.

ADD:

Greenway, Park and Open Space Access: When a development abuts greenways, parks and/or public open space areas, public access to such features must be provided at a minimum of every 1000 feet when feasible, as determined by the Development Administrator. Such access shall be provided through greenway connectors a minimum of six feet wide. Connectors shall be paved or crushed gravel, engineered to allow water runoff, and connected to the pedestrian system within the development, and will be maintained by the Owner's Association.

Article 21.2-3 should be written:

~~Improved of open space. With the exception of Natural and Agricultural Open Space,~~
~~Improved usable~~ open space shall be planned ~~and improved~~, accessible and usable by persons living nearby. Improved shall mean cleared of underbrush and debris and shall contain ~~improvements that include, but are not limited to: four or more of the following improvements:~~ landscaping, walls/fences, walks, statues, fountains, demarked ball fields, ~~picnic areas, pools, gazebos, barbeque areas,~~ picnic areas, pools, gazebos, barbeque areas, and/or playground equipment. Walls and fences shall be made of brick, stone, wrought iron, or wood and shall not exceed 3.5 ft. in height with the following exceptions: fences used in conjunction with ball fields, tennis courts, swimming pools, and/or play grounds.

Article 21.2-6 Focal Point

REMOVE:

~~A central square or green, for example, may comprise a majority of the open space.~~

Article 21.2-7 Types of open space. **REMOVED** entirely, including parts (A.) through (F.)

Article 21.2-10 – Rename to Land Acceptable for **Unimproved** Open Space Designation

ADD:

~~For unimproved open space to be counted towards the total open space requirement the area(s) must include a maintained access point.~~

~~A minimum of 50% of the total open space requirement shall be improved open space. The remainder of the open space shall be considered unimproved open space. A maximum of 25% of the total open space requirement may be areas of unimproved open space considered unbuildable as listed in 21.2-10(A)(B)(C). A minimum of 25% of the total open space requirement shall consist of the unimproved open space natural areas as listed in 21.2-10(D)(E). If unimproved open space that is considered unbuildable is less than 25% of the total open space requirement, the remainder shall be either unimproved open space that consists of natural areas as listed in 21.2-10(D)(E) or improved open space. Nothing in this section shall be intended to limit the entirety of open space to be improved open space.~~

~~(A.) Land which exceeds sixteen percent (16%) slope if existing slopes and vegetation remain undisturbed;~~

~~(B.) Land used for stormwater retention provided such land is natural in appearance and is not separately fenced. Additionally, land used for stormwater retention, provided such land is natural in appearance and is not separately fenced, that is developed using best management practices (e.g., constructed wetlands, rain gardens, green roofs or similar features), and either exceeds the required amount of retention or treats off-site stormwater at the discretion of the Development Administrator.~~

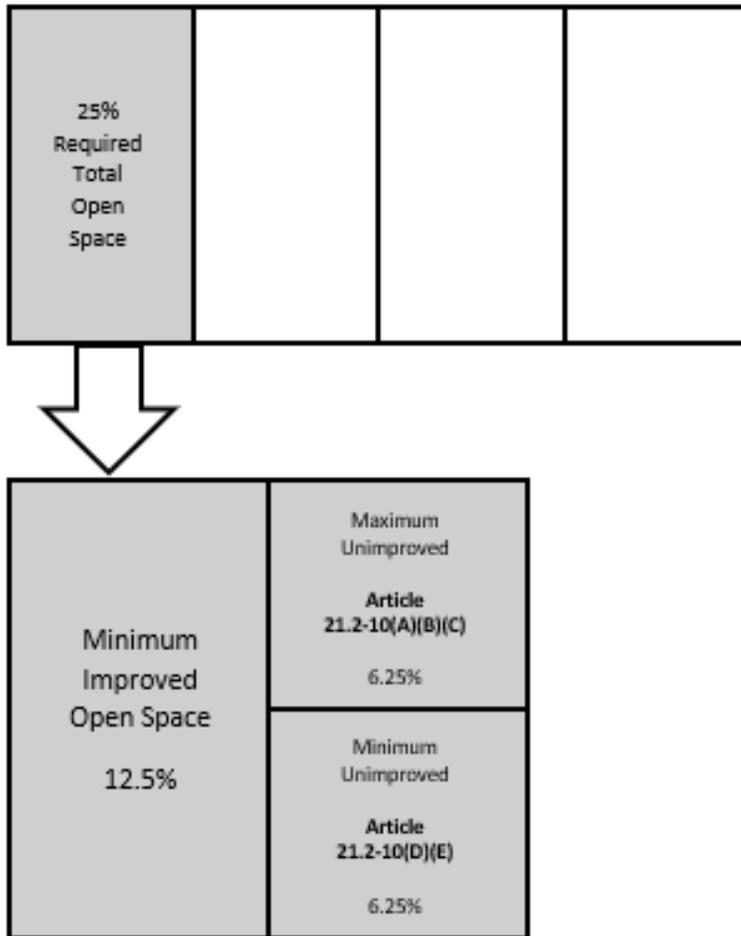
~~(C.) Stream buffers.~~

~~(D.) Grassed lands with no improvements that are accessible and maintained.~~

(E.) Naturally wooded areas not including required buffers, steep slopes, or stormwater retention areas as defined in this section.

Example Improved/Unimproved Open Space Calculation:

Single Family Residential Open Space
Total Requirement: 25%



REMOVE:

(A.) - (G.)

Article 21.2-11

ADD:

(D.) Land used for landscape buffers (Type A, B and C only), public sidewalks in excess of standard sidewalk requirements, streetscape and hardscape areas accessible to the public including sidewalk cafe areas, areas containing public art, and similar high density area open

space amenities. Sidewalks that run through or are internal to improved open space shall be counted toward improved open space.

(E.) Surface water, wetlands, utility transmission rights-of-way, and undisturbed floodplains.

Re-order list as necessary.

REMOVE:

(D.) Playgrounds and athletic fields that have not been maintained to adequate standards for safe and sanitary use.

Article 21.2 Fee-in-Lieu.

Re-written to the following:

All proposed developed within the Town shall provide the improvements identified in the Stallings Parks, Recreation and Greenway Master Plan when those improvements are located on property involved with the proposed development.

When no improvements as identified by the Stallings Parks, Recreation and Greenway Master Plan are associated with a proposed project, the developer shall be required to pay a fee in lieu thereof, in accordance with this section. This fee shall be calculated as follows:

1/35 of an acre per lot multiplied by the tax value of the property (per acre).

Example: a 100-lot subdivision with a per acre tax value of \$10,000:

$$\begin{aligned} 1/35 &= .02857143 \\ &\quad \times 100 \\ &= 2.85714286 \\ &\quad \times \$10,000 \\ &= \$28,571.43 \end{aligned}$$

(1). At least one thirty-fifth (1/35) of an acre shall be dedicated for each dwelling unit planned or proposed in the subdivision plan or development.

(2). The payment of fees, in lieu of the dedication of land under subsection above shall be made to the Town of Stallings after having received a recommendation from the Planning Board and having evaluated the proposed dedication and the relationship the dedication would have with the town's Parks, Recreation and Greenway Master Plan.

(3). The fees in lieu of dedication shall be paid prior to final plat approval.

(4). The amount of the payment shall be the product of:

- (a). The number of acres to be dedicated, as required by subsection, above;
- (b). The assessed value for property tax purposes of the land being subdivided, adjusted to reflect its current fair market value at the time the payment is due to be paid.

NONCONFORMITY, LAWFUL. Any current legal lot, structure, or use of property not otherwise permitted under current zoning regulations constructed or established in conformity with the then-applicable development requirements of the Town, but subsequently not permitted by action of the Town through a zoning map or unified development code text amendment. See *GRANDFATHERED*.

NONENCROACHMENT AREA. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

NONPROCESS DISCHARGE. Industrial effluent not directly resulting from the manufacturing process. An example is noncontact cooling water from a compressor.

NURSING HOME. An establishment which provides full-time convalescent and/or chronic care, including food, shelter, and caregiver or nursing care, for persons who are not related by blood or marriage to the operator or who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. This term includes assisted care facility, convalescent home, home for the aging, sanitarium, rest home, or any similar facility.

OCCUPANCY. A separately leased or owned area within a building having ground level frontage on a right-of-way or parking facility.

OFF-PREMISES. Not located on the property to which it pertains.

OFFICE, PROFESSIONAL. The office of a member of a recognized profession maintained for the conduct of that profession, including, but not limited to, the offices of doctors, lawyers, dentists, landscape architects, architects, stockbrokers and financial analysts, chiropractors, engineers, surveyors, or town planners.

OFFICE-WAREHOUSE. A land use that includes offices that support showroom or warehouse uses.

ON-PREMISES. Located on the property to which it pertains.

OPEN SPACE. Any publicly dedicated or privately-owned area of land or water that is permanently preserved and maintained. Such an area may be predominately in a natural condition or modified for uses such as recreation, education, aesthetics, cultural or natural resource management or public health and safety.

OPEN SPACE, COMMON. Open space that is (1) owned in common and maintained by the owners of lots in a subdivision (i. e., a homeowner's association),

or (2) owned by a private individual or entity but managed and maintained for common use by residents, occupants or customers of the development.

OPEN SPACE, IMPROVED. Open space that is improved with recreational areas and amenities such as, but not limited to, ballfields, tennis courts, swimming pools, nature trails, clubhouses, etc.

OPEN SPACE, PUBLIC. Open space that is accessible to the general public and maintained by the Town.

OPEN SPACE, UNIMPROVED. Any area of land or water that is left natural and undisturbed or revegetated to enhance the purposes of natural resource preservation.

OPEN SPACE, URBAN AMENITIES. Facilities for active and passive recreational use located in urban areas that include sidewalks, widened beyond what is required by code, plazas, street furniture, outdoor eating or gathering areas, fountains, rooftop gardens, areas featuring public art, or other urban related amenities.

PASSIVE RECREATION ELEMENT. Trails, open space, uncovered picnic areas, and similar facilities provided for recreational use.

PERENNIAL AND INTERMITTANT STREAMS. Those streams (and rivers), with associated lakes and ponds as indicated on the following:

- (A.) On the most recent version of the United States Geological Survey 1:24,000 scale (7.5-minute quadrangle) topographical map;
- (B.) On the most recent version of the Soil Survey of Union County developed by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (formerly the USDA Soil Conservation Service);
- (C.) By other site-specific evidence that indicates to the North Carolina Division of Water Quality (DWQ) the presence of such waters not shown on either of these two
 - (1) maps or evidence that no actual stream or water-body exists; or
- (D.) Upon determination following field inspection by a qualified professional.

ARTICLE 11

LANDSCAPE REQUIREMENTS AND TREE PROTECTION

11.1 Purpose

The regulations set forth in this Article are intended to reduce tree canopy loss and implement urban forest management improvements through requirements for tree protection, tree preservation, the planting of trees and the maintenance of existing and newly planted trees within the Town of Stallings. Additionally, this Article will establish minimum standards for the design of landscapes so as to improve the community aesthetically, economically, and environmentally. The requirements are intended to enhance the quality of life through sustainable urban forest practices and increase the benefits trees provide, including, but not limited to the following.

- (A.) Absorption of carbon dioxide and returning oxygen
- (B.) Reduction of soil erosion and increase in rainwater infiltration
- (C.) Provision of shade for cooling
- (D.) Screening of noise, dust, glare, and visual intrusions
- (E.) Reduction of storm-water runoff
- (F.) Maintenance and improvement of Town appearance and aesthetics
- (G.) Provision of habitat for wildlife
- (H.) Preservation, protection and enhancement of the natural environment

11.2 Administration

The following personnel have responsibility for administering and enforcing the provisions of this section:

- (A.) The *Development Administrator* shall have responsibility for overseeing the administration of this article.
- (B.) The *Public Works Administrator* shall have responsibility and control over all trees and shrubbery planted or growing upon Town property including public street right-of-way.
- (C.) The *Development Administrator* shall have the authority to enforce the standards of this Article in the event of compliance failure. The *Development Administrator* shall also have responsibility and control over all regulated, unsafe, and diseased trees located on public and private property.

11.3 Applicability

The provisions of this article shall apply to the following:

- 11.3-1 All new major subdivisions with four (4) or more new lots, all new non-residential developments, and all new multi-family developments with four (4) or more units except for those projects listed under Exemptions below.
- 11.3-2 Changes in use, expansions, and new buildings for already existing residential, non-residential, or mixed-use developments as per the following:
- (A.) Changes in use to a higher intensity, such as a change from residential to commercial. The requirements shall be applicable to the entire lot;
 - (B.) All non-residential expansions of buildings, except the first three thousand (3,000) square feet of gross leasable area. The requirements of this article shall be applicable only to the expansion area;
 - (C.) Expansions exceeding 50 percent of the pre-expansion floor area must bring the entire site into compliance, super-ceding 11.3-2(B);
 - (D.) Renovations with a total cost exceeding 50 percent of the appraised value of the building as established by the Union County Tax Office. The value of any expansions or reconstruction of such structures over a three-year period shall be considered in calculating the 50 percent threshold.
- 11.3-3 Vehicular use areas shall be subject to the landscape requirements as outlined under the Parking Lot Landscape Requirements as follows:
- (A.) Any new parking lot with six (6) or more spaces;
 - (B.) Expanded portions of existing parking lots which are less than 50 per cent of the total vehicular use areas shall landscape the area included in and around the expansion;
 - (C.) Expansions exceeding 50 percent of the paved area must bring the entire vehicular use area into compliance with the Parking Lot Landscape Requirements;
 - (D.) Existing unpaved parking lots which are paved or existing paved lots which are demolished and repaved must bring the entire vehicular use area into compliance with the Parking Lot Landscape Requirements.
- 11.3-4 Any land disturbing activities or tree removal shall require a Tree Disturbance Permit as per section 11.10 of this Article.

11.4 Exemptions:

The provisions of this Article shall not apply to the uses and activities listed below. Any applicable requirements of Article 19 apply:

- 11.4-1 Properties within and abutting the Town Center (TC) District shall be exempt from the buffer and tree conservation area requirements but are still required to meet the street trees and parking lot landscaping requirements;
- 11.4-2 Property lines abutting utility easements in excess of sixty (60) feet in width and all railroad rights-of-way;
- 11.4-3 Property lines abutting dedicated street rights-of-way, which have remained unopened for a period of at least fifteen (15) years;
- 11.4-4 Tree removal on an area of three thousand (3,000) square feet or less, after the *Development Administrator* has determined that such a removal is not associated with a forthcoming development proposal and will not be inconsistent with any plan previously approved by the Town; however, watershed and/or soil erosion requirements may still apply if triggered;
- 11.4-5 Property covered by an active forestry management plan prepared by a North Carolina Registered Forester, provided that documentation has been furnished to the *Development Administrator*.

11.5 Landscape Plan Procedure

- 11.5-1 Landscape Plan Approval Required. An applicant must receive approval of a landscape plan from the *Development Administrator* prior to grading or before site work may begin.
- 11.5-2 Installation of Plant Materials Required. Installation of plant material shall occur prior to the issuance of a Certificate of Occupancy.
- 11.5-3 Performance Guarantee In lieu of Installation of Plant Materials.
 - (A.) If at the time of a request for a Certificate of Compliance, the required planting areas are not complete the developer may provide a performance guarantee in accordance with N.C.G.S. 160A-372, guaranteeing the installation of the plant materials if the following conditions are met:
 - (1.) Plant materials are unavailable,
 - (2.) Completion of the planting areas would jeopardize the health of the plant materials, or
 - (3.) Weather conditions prohibit completion of the planting areas.
 - (B.) The Performance Guarantee shall be in an amount equal to 125 percent of the

estimated cost of the installation of the required plant materials, as determined by the Town. The *Development Administrator* may accept a valid contract assignable to the Town containing a ninety-day (90) termination and/or cancellation notice to the Town by any party exercising such action incorporated therein for the remaining materials and turn-key installation, as a form of cost estimation. The performance guarantee shall secure the installation of the plant materials as shown on the approved landscape plan. The performance guarantee shall remain in full force and effect until such time as the installation of plant materials is completed, inspected, and accepted by the Town of Stallings. Failure to maintain the required performance guarantee shall result in the revocation of the approval of the site development plan and any permits issued as a result of the plan approval. The performance guarantee shall be renewed by the applicant unless all parties, including the Town, agree not to renew it at least sixty (60) days prior to its scheduled expiration date.

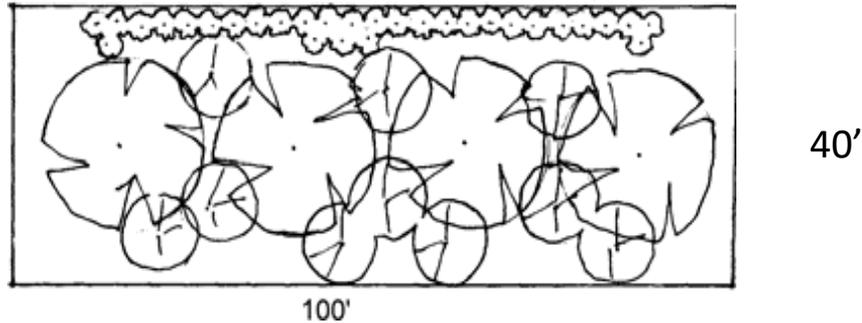
A temporary construction easement permitting the Town of Stallings or its designee(s) to access the property for the purpose of installing the guaranteed plant materials shall be provided with the performance guarantee. The temporary construction easement shall be valid until all guaranteed plant materials have been installed and approved by the Town. The temporary construction easement shall bind all successive owners until the guaranteed plant materials have been installed and approved by the Town.

- (C.) Failure to initiate installation of the plant materials within one year of the date the performance guarantee was accepted by the Town of Stallings may result in the Town, at its sole discretion, directing and/or installing the plant materials, with the cost to be paid from the performance guarantee. The performance guarantee shall, if requested by the Town, pay all or any portion of the performance guarantee to the Town up to the amount needed to complete the installation of the plant materials based on an estimate by the Town as described in 11.5-3(B) above. The Town at its discretion may spend such portion of said funds as deemed necessary to complete all or any portion of the required plant installation. The Town shall return to the developer any funds not spent in completing the plant installation, less reasonable administrative, professional and legal services cost resulting from the failure of the developer. Default on a project does not release the developer from responsibility for the completion of the plant installation. The Town may release a portion or all of any performance guarantee as the plant installation is completed and approved by the Town. In the event the amount of the performance guarantee on hand is insufficient to pay for completion of the plant installation, the property owner shall pay to the Town of Stallings the total amount of the insufficiency. If the Town is not re-paid in full, the amount of the insufficiency shall be the basis for a claim against the property and constitute a lien on the property in favor of the Town upon filing with the Register of Deeds.

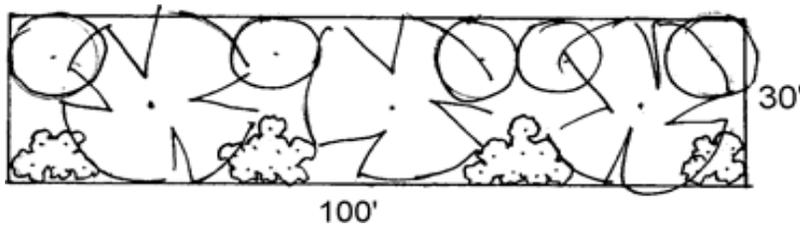
11.6 Landscape Requirements

The following buffer yards are hereby established and shall be required where applicable:

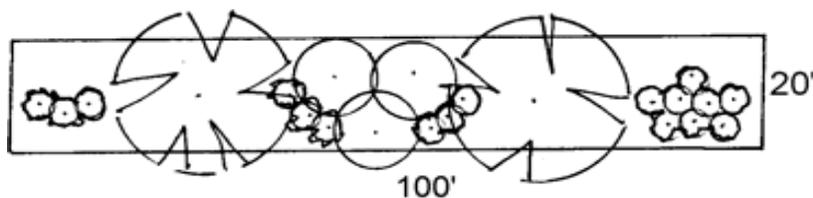
Type A Buffer Yard: A high-density screening buffer to substantially block visual contact between adjacent uses with a minimum of ninety percent (90%) opacity.



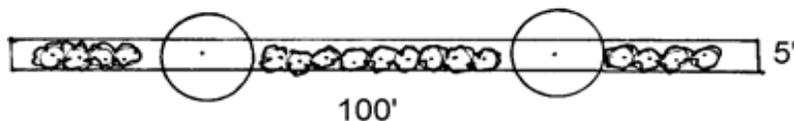
Type B Buffer Yard: A medium-density screening buffer to partially block visual contact between uses with a minimum of seventy-five percent (75%) opacity.



Type C Buffer Yard: A low-density screen intended to partially block visual contact between uses with a minimum of sixty percent (60%) opacity.



Type D Buffer Yard: A peripheral planting strip intended to separate uses, provide vegetation in densely developed areas, and to enhance the appearance of individual properties.



11.6-1 Buffering and Screening of Different Districts. Buffer yards, in accordance with section 11.3 above, to separate development in certain districts from adjacent districts are specified in Table 11.1 below. The buffer yards are required on the sides and rear of property being developed abutting the identified adjacent district. The following buffer yards shall be provided when property in an identified development district abuts one or more of the identified adjacent districts. To determine the required buffer yard for a development, first identify the development district in which the development is to be located. Then identify the adjacent district abutting the proposed development to determine the type buffer yard applicable to the project.

Table 11.1- BUFFER YARD CHART		
DEVELOPMENT DISTRICT <i>(Residential)</i>	ADJACENT DISTRICTS	BUFFER YARD REQUIRED
Single Family Residential - <i>SFR</i> Multi-Family Residential Transitional – <i>MFT</i> Traditional Neighborhood Development Overlay – <i>TNDO</i> Conditionally Zoned – <i>CZ</i> Mixed Use – <i>MU-1</i>	All other districts	Type A
DEVELOPMENT DISTRICT <i>(Non-Residential)</i>	ADJACENT DISTRICT	BUFFER YARD REQUIRED
All other districts	Single Family Residential – <i>SFR</i>	Type A
Agriculture - AG Industrial - IND Heavy Industry Overlay – HIO Conditionally Zoned - CZ	All other districts	Type A
Mixed Use – <i>MU-2</i>		

<p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p> <p>Vehicle Service and Repair – VSR</p>	<p>Multi-Family Residential Transitional – MFT</p> <p>Civic – CIV</p> <p>Traditional Neighborhood Development Overlay - TNDO</p>	Type B
<p>Town Center – TC</p> <p>Civic – CIV</p>	<p>Multi-Family Residential - MFR</p>	Type C
<p>Vehicle Service Repair – VSR</p>	<p>Town Center – TC</p> <p>Mixed Use – MU</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p>	Type C
<p>Town Center – TC</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p>	<p>Mixed Use – MU</p> <p>Industrial – IND</p>	Type C
<p>“MU”</p> <p>Mixed Use – MU-2</p>	<p>“TC”, “C 74”, “CP 485”, “VSR”</p> <p>Town Center – TC</p> <p>US Highway 74 Commercial – C-74</p> <p>Interstate Highway 485 Corporate Park – CP-485</p> <p>Vehicle Service and Repair - VSR</p>	Type D

Plantings shall be provided in buffer yards as indicated in Table 11.2 below:

Table 11.2 - PLANTING RATES						
Buffer Yard Type	Average Width (ft.)	Minimum/Maximum Width (ft.)*	Evergreen Tree Rate per 100 lf	Canopy Tree Rate	Understory Tree Rate	Shrubs Rate
Type A Yard	40	35/65	8	4/100 lf 25 feet on center	10/100 lf 10 feet on center	33/100 lf 3 feet on center
Type B Yard	30	25/50	6	3/100 lf	5/100 lf	25/100 lf
Type C Yard	20	15 /40	4	2/100 lf	3/100 lf	17/100 lf
Type D Yard	5	5/10	0		2/100 lf	18/100 lf

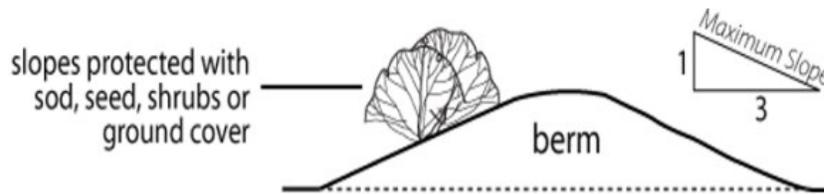
*The buffer must always meet the Average Width listed, but may vary in width within the Minimum/Maximums listed depending on site conditions.

(A.) Buffer Yard Alternative Standards and Conditions.

- (1.) The minimum landscaping requirements for all buffer yards except the Type D yard may be reduced by 30% with the use of an opaque wall or fence constructed of masonry, stone or pressure treated lumber providing such reductions do not disturb the Critical Root Zone (CRZ) of existing trees. The wall or fence should be a minimum of five (5) feet in height. The wall or fence shall be set back from the property line a minimum of five (5) feet and shall be planted with half the required plantings, including all types of shrubs and trees required, on the outside of the wall or fence (facing the adjacent property).
 - (2.) Understory trees shall be substituted for canopy trees at the rate of two (2) understory trees for every canopy tree to be planted within fifteen (15) feet of an overhead utility line.
 - (3.) Canopy trees may be substituted for shrubs at the rate of one (1) canopy tree for eight (8) shrubs and understory trees may be substituted for shrubs at the rate of one (1) understory tree for five (5) shrubs if approved by the *Development Administrator*.
- (B.) Location of Buffer Yard. Required trees and shrubs shall not be installed in street rights-of-way. Required trees and shrubs may be placed in water quality conservation easements, electric utility easements below overhead lines, and in drainage maintenance and utility easements upon approval by the *Development Administrator*.
- (C.) Setback Less Than Buffer Yard. If the required building setback is less than the required buffer yard width, the building setback shall reduce the required planting yard width only alongside the building. The planting rate of the required planting yard shall still apply.
- (D.) Encroachments Permitted in Required Planting Yards. The following are permitted in required planting yards provided the landscaping requirements are met and there is no interference with any sight area: Cornices, steps, canopies, overhanging eaves and gutters, windowsills, bay windows or similar architectural features, at-grade patios, chimneys and fireplaces, fire escapes, fire balconies, and fire towers may project not more than two and one-half (2 1/2) feet into any required planting yard, but in no case shall be closer than three (3) feet to any property line or handicap ramps except for porches and landings.
- (E.) Obstructions. Landscaping shall not be placed in the sight visibility triangle which would obstruct the view of motorists using any street, driveway, or parking aisle.
- (F.) Berms. In all residential districts that adjoin a state or local thoroughfare as listed in Section 2.18-2, an earthen berm shall be used in conjunction with densely planted vegetation (i.e. a row of evergreen shrubs not less than 24 inches tall at the time of installation and planted not more than 3 feet apart), provided that the

height of the berm shall be at least four feet (4') and provide approximately seventy five percent (75%) opacity within two (2) years of planting.

The maximum slope of any berm will be 3:1 and side slopes will be designed to ensure the prevention of soil erosion and practical maintenance. The figure below illustrates the combination of a berm and shrubs in creating an effective buffer.



Berms shall not be required when the development consists of four (4) or fewer homes. Front-loading homes shall also be exempt from this berm requirement.

11.6-2 Screening of Dumpsters, Outdoor Storage, and Utility Structures. All dumpsters, loading docks, outdoor storage areas over 40 square feet, and utility structures must be screened if they are visible to adjacent public or private streets or any adjacent properties. Screening of a dumpster shall not be required in the Industrial District, unless the dumpster is located within one hundred (100) feet of an existing non-industrial land use. Screening options include:

- (A.) A single opaque material wall or fence with a minimum height of 6 feet.
- (B.) A combination of opaque materials, berming, and/or evergreen landscaping spaced at 8 feet on center that provides the required screening effect. The combination of opaque materials, berming, and/or evergreen landscaping shall have a minimum height of 6 feet within three (3) years of planting.
- (C.) The wall(s) of a principal or accessory structure may also count for screening.
- (D.) Chain-link fencing with woven slats of opaque material is *not* acceptable.

11.6-3 Street Trees. Street trees are required along all street frontages for all new developments described in Sections 11.3-1 and 11.3-2, unless excepted in Section 11.4. Trees are required at the following rate:

- (A.) One large maturing tree required for every 80 linear feet of street frontage. If overhead utilities are present, planting of one small maturing tree for every 40 linear feet of property abutting a street is required.
- (B.) Where the street abuts a parking lot over 3000 square feet in area and located within 50 feet of the edge of the pavement, shrubs shall be planted at the rate of one deciduous or evergreen shrub for every 5 linear feet of vehicular use area abutting the street in addition to the required street trees. The shrubs must achieve a minimum height of three feet at maturity.



- (C.) Street trees may be evenly spaced or spaced to accommodate existing site features. Street trees shall be a minimum of fifteen (15) feet apart and a maximum of ninety (90) feet apart. No street tree shall be located more than twenty five (25) feet from the edge of pavement.
- (D.) Street trees shall be planted in the planting strip within the public right-of-way. In the Town Center (TC) and Mixed-Use (MU) Districts, the trees may be placed in tree pits with grates that are a minimum of sixteen (16) square feet.
- (E.) Existing Trees: See Section 11.9 for information regarding credits for preservation of existing trees.
- (F.) No more than fifteen (15) percent of the street-planting yard may be used for walkways serving individual lots, except in the TC, and MU districts. Parking, merchandise display, and off-street loading are prohibited in the street-planting yard.

11.6-4 Parking Lot Planting Areas.

- (A.) Applicability. Parking lot landscaping buffers shall be required to separate parking areas from adjacent uses for new and/or expanding parking lots with six (6) or more spaces. Required canopy trees and shrubs shall be located within the parking lot and adjacent to parking spaces in planting areas between rows of parking spaces, at the end of parking bays, in tree islands, and/or around the periphery of the parking lot. The following buffer requirements shall apply to parking lots with six (6) or more spaces:
 - (1.) A minimum of a type D buffer shall be provided for all parking lots with six (6) or more spaces.
 - (2.) A type C buffer shall be provided along any edge of a parking lot with a minimum of six (6) spaces and occupying less than 1/2 acre that abuts an AG, SFR, or MFT zoning district.
 - (3.) A type C buffer shall be provided along all edges of any parking lot with a

minimum of six (6) spaces and occupying less than 1/2 acre that is located within an AG, SFR, or MFT zoning district.

(4.) A type D buffer shall be provided along any edge of a parking lot with a minimum of six (6) spaces and occupying 1/2 acre or more that abuts an AG, SFR, or MFT zoning district.

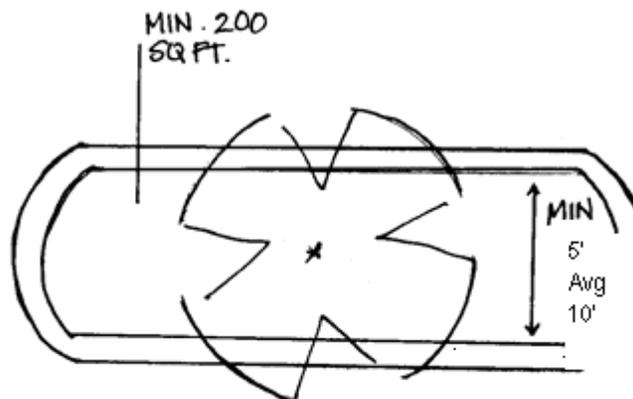
(5.) A type D buffer shall be provided along all edges of any parking lot with a minimum of six (6) spaces and occupying 1/4 acre or more that is located within an AG, SFR, or MFT zoning district.

(B.) Planting Rate. For every fifteen hundred (1500) square feet of vehicular use area (VUA), one (1) deciduous tree and four (4) shrubs must be planted. At least seventy five (75) percent of the trees shall be large maturing species. Trees and shrubs must be planted within fifteen (15) feet of the VUA to meet the requirement.

(C.) Existing Trees. See Section 11.9 for information regarding credits for preservation of existing trees in parking lots.

(D.) Reduction in Parking Requirements. To allow an existing development to retrofit parking to conform to the landscaping regulations, or for an existing or new development to preserve trees within or adjacent to a parking lot, the number of required off-street parking spaces may be reduced by the *Development Administrator* by up to ten (10) percent.

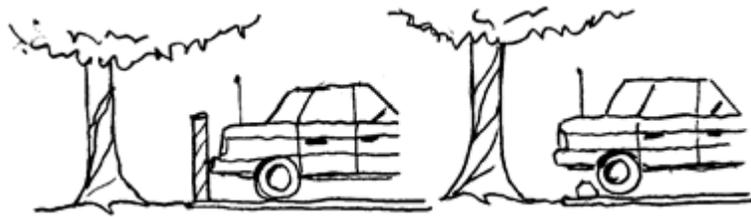
(E.) Tree Islands and Medians. When more than four trees are required in a lot with interior rows, fifty (50) percent of the trees and shrubs must be planted in islands or medians located within the parking lot. The planting islands or medians shall be a minimum size of 200 square feet with no dimension smaller than five (5) feet and an average width of ten (10) feet.



(F.) Multiple Parking Bays. When there are more than 4 bays of parking, an interior island with an average width of twenty (20) feet and a length equivalent to the parking bay shall be constructed. It should include a pedestrian walkway five (5) feet or more wide and a planted strip on one or both sides. The median should be located in such a way as to enhance pedestrian circulation within the development, leading to

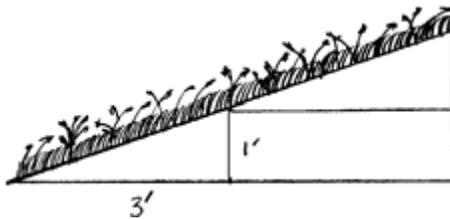
the entrance or to an adjacent sidewalk and/or walkway.

- (G.) Perimeter Parking. All continuous runs of fifteen (15) or more parking spaces shall be interrupted by a tree island.
- (H.) Grouping. Shrubs and trees may be grouped or clustered in the required planting yards, except for the perimeter landscaping adjacent to parking lots, outside storage, access drives, and loading and unloading areas. The remainder of the materials shall be distributed throughout the planting yard. There shall be at least one (1) row of evergreen shrubs or evergreen understory trees in all Type A planting yards used in parking areas.
- (I.) Plant Protection. Whenever planting areas are adjacent to parking lots or drives, such areas shall be protected from damage by vehicles, lubricants, or fuels. Curbing or some other structural barrier is required to be placed around trees within five feet of a car bumper. Allowances may be made if rain gardens are incorporated into the planting area. Trees and shrubs in islands should be set back at least three feet from the curb to allow for the operation of car doors.



11.7 Reforestation of Slopes Steeper than 3:1

11.7-1 Tree Cover Required. Areas having slopes steeper than 3:1 must be reforested to provide tree cover over the entire area.



The following standards apply:

- (A.) Reforestation shall include a minimum of one (1) tree per two hundred (200) square feet of surface area and shall be made up of a mixture of deciduous hardwood and evergreen trees that are a minimum of twelve (12) inches high at planting and

approved by the *Development Administrator*.

(B.) The trunk of any required tree shall be no closer than ten (10) feet from any other existing tree.

11.8 Tree Conservation and Protection

11.8-1 Purpose of Tree Conservation Area. The purpose of the Tree Conservation Area (TCA) is to encourage the preservation of healthy trees that are four (4) inches or greater in diameter at breast height (DBH).

11.8-2 Tree Conservation Area Determination. The TCA shall be provided in accordance with the chart below. If trees of four (4) inches or greater DBH exist within or partially within these areas, such trees must be saved to the extent possible. The area will be designated a TCA and shall not be disturbed except as allowed herein below in Table 11.3.

Table 11.3 – Tree Conservation Area (TCA)

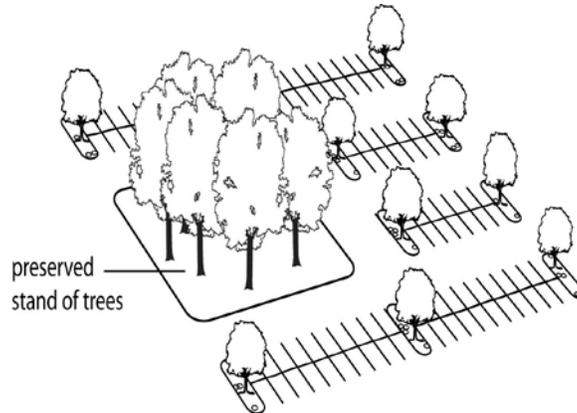
Size of Parcel	TCA Required to Include
0 – 55,000 sq. ft.	One percent (1%) of lot area and located within the required planting yard
55,000 sq. ft. – 5 acres	One and one-half percent (1.5%) of lot area. All trees four (4) inches or greater DBH that are located within the required planting yards
5.01 – 10 acres	Three percent (3%) of lot area. All trees four (4) inches or greater DBH that are located within the required planting yard or within fifteen (15) feet of the side and rear property lines, whichever is greater
Greater than 10 acres	Six percent (6%) of lot area. All trees four (4) inches or greater DBH that are located within the required planting yard or within twenty-five (25) feet of the side and rear property lines, whichever is greater

11.8-3 Tree Conservation Area Selection.

(A.) In selecting which existing tree stands are to be designated as Tree Conservation Area (TCA), the landowner shall give due consideration to building, parking lot, driveway, street, and utility location as they relate to the practicality of preservation and shall use the following tree preservation priority list:

- (1.) Existing stands of mature hardwoods as highest priority, then
- (2.) Existing stands of younger hardwoods, then

- (3.) Existing specimen trees (as determined by the *Development Administrator*), then
- (4.) Existing stands of hardwoods and Pine mix, and lastly
- (5.) Existing stands of Pine trees. Preservation of a single Pine tree is not typically encouraged.



(B.) If it is necessary to pick among two or more stands of trees within a category listed above, then Tree Conservation Areas adjacent to the following priority list shall be used in order of significance:

- (1.) Type A buffer yards, as a first priority, then
- (2.) Type B buffer yards, then
- (3.) Type C buffer yards, then
- (4.) Type D buffer yards, then
- (5.) Street tree yards, and lastly
- (6.) Vehicular use areas

(C.) Smaller Trees: Trees less than four (4) inches DBH within the TCA may be preserved at the landowner's option and counted toward buffer yard, street tree, or vehicular use area requirements.

11.8-4 Tree Conservation Flexibility Standards. Flexibility can be granted in the following circumstances:

- (A.) Trees in Sensitive Areas: If there are trees that meet the TCA requirements on other areas of the site (riparian buffers, stream corridors, floodplains, etc.), the landowner may request that the required TCA be designated around such trees instead of the usual locations.
- (B.) Stream Buffer Credits: Properties falling under the Stormwater Management Control Requirements, which are required to maintain an undisturbed stream buffer, may use some of or the entire buffer to satisfy the required TCA, provided that the undisturbed stream buffer contains trees that are a minimum of four (4) inches in DBH.

- (C.) Land Dedication: Land dedicated to the Town that is contiguous to the property being developed may be used towards the tree preservation requirement, if the dedicated land contains trees that are a minimum of four (4) inches in DBH.
- (D.) Reforestation Credits: In situations where TCA requirements cannot be met based on site conditions and when approved by the *Development Administrator*, reforestation efforts on the property can be used to satisfy up to fifty (50) percent of the required TCA.
- (E.) Reduction in the Amount of TCA Required for Specimen Tree Preservation Within the Lot: To allow developers the flexibility to manipulate the location of required Tree Conservation Areas, and to encourage the preservation of certain specimen trees or tree stands within developed lots rather than just at the periphery, the *Development Administrator* may, at his or her discretion, allow the developer the right to reduce the total amount of required TCA using the following table:

Table 11.4

DBH of Existing Specimen Tree(s) in Inches	Allowable Reduction in TCA
8 – 12	5 % reduction
13 – 20	10% reduction
21 – 30	25% reduction
31+	40% reduction

- (F.) Waivers: The *Development Administrator* shall have the authority to allow reduced buffer yards or to waive the buffer yard requirements to allow for a greater TCA in another area or make other exceptions, which meet the cause and intent of this section. Additionally, if the *Development Administrator* concludes that due to existing unusual or unique site characteristics, preserving some or all required trees in the TCA(s) would create an undue or unreasonable hardship, the protection of some or all of required trees in the TCA(s) may be waived.

Applicants for such a waiver shall submit their request in writing, along with any necessary site plans to demonstrate the hardship. The findings of the *Development Administrator* shall be final and binding to all parties. Appeals of the *Development Administrator's* decisions may be made to the *Board of Adjustment*, following the procedure outlined in Article 6 of this ordinance.

11.9 Tree Credits

- 11.9-1 Buffer Yards. All trees of appropriate size and type preserved in the Tree Conservation Area (TCA) that are within the buffer yard shall be credited toward meeting all or part of the buffer yard requirements. The protection of tree stands, rather than individual trees, is strongly encouraged.
- 11.9-2 Street Trees. Existing preserved trees may count toward up to 100% of the street tree requirement, providing there is no more than 65' between trees.
- 11.9-3 Parking Lots. For new, expanded, or rebuilt parking lots where trees are being preserved adjacent to the parking lot in order to meet the parking lot planting requirements, trees preserved in a TCA and within fifteen (15) feet of the parking lot may be used to satisfy up to fifty (50) percent of the required number of parking lot trees. Non-TCA trees located within the parking area may count towards up to 100% of the requirement. Trees in the TCA counted toward planting yard requirements may not count for required parking lot trees.
- 11.9-4 Tree Health. No credit will be allowed for any dead tree, any tree in poor health, or any tree subjected to grade alterations. Trees should have a life expectancy of greater than ten (10) years and have a relatively sound and solid trunk with no extensive decay, major insect, or pathological problems. For the purposes of determining the health or condition of any tree, the *Development Administrator* may defer to a qualified expert with the cost of the expert to be reimbursed by the applicant.
- 11.9-5 Tree Replacement. Except for storm damage, the death of any tree used for preservation credit within two (2) years of site development shall require the landowner to plant new trees equal to the number of credited trees. After two (2) years any trees that were used for preservation credit that die shall be replaced.
- 11.9-6 Calculation of Credit. Credits are to be given in accordance with the chart below.

Table 11.5 – Tree Credits

DBH of Existing Tree(s) in Inches	Number of Trees Credited
4" – 6"	1
7"-12"	2
13"-18"	3
19"-24"	4
25"+	5

11.9-7 Protection of Existing Trees. To receive credit, trees must be protected from direct and indirect root damage and trunk and crown disturbance. The following standards shall apply:

- (A.) Critical Root Zone. To preserve existing trees within the designated TCA, the Critical Root Zone (CRZ) of the trees shall be preserved. The CRZ includes a radius around the tree equal to, or at least, one foot for every one inch of DBH. It is recommended to preserve the entire CRZ of each preserved tree.
- (1.) If the entire CRZ cannot be preserved, tree roots must be cut prior to the grading of the site and no closer than 10 feet from the tree trunk.
 - (2.) Disturbance within the CRZ will be allowed only on one side of the tree(s) to be saved and only with prior approval by the *Development Administrator*.
 - (3.) Construction site activities such as parking, material storage, dirt stockpiling, concrete washout, and other similar activities shall not be permitted within the TCA.
 - (4.) The same land uses can encroach in the TCA as established in the Buffer Yards Section 11.6 provided there is no disturbance to the CRZ of the preserved trees.
 - (5.) Changes that significantly raise the grade of soil adjacent to the TCA shall be avoided.
 - (6.) Utility line trenches and similar uses shall avoid the TCA. Due to certain site conditions, where disturbance within the TCA is unavoidable, underground tunneling or directional boring of utilities is preferred and allowed on one side only. Trenching shall be used only as the last alternative and root-pruning equipment specifically designed for that purpose shall be used. The *Development Administrator* shall be notified prior to this type of activity and an on-site meeting shall be performed to ensure compliance. See the Town of Stallings Technical Standards & Specifications Manual for trenching detail.
 - (7.) Protective fencing shall be installed around the TCA prior to any tree disturbing activities. Such fences shall be at least four (4) feet high and shall consist of orange polyethylene safety fencing. Fencing shall remain in place until construction is complete and other landscaping has been installed, and the *Development Administrator* has approved its removal. See the Town of Stallings Technical Standards & Specifications Manual fencing detail.
 - (8.) The TCA should be designated as such with "Tree Conservation Area" signs (in both English and Spanish) posted visibly on the outside of the fenced-in area. Signs may not be posted on the trees.
- (B.) Tree Removal within the TCA. Trees less than four (4) inches DBH not being preserved, undergrowth and plant material in poor condition may be removed from the TCA. No roots shall be removed from the TCA. Stumps may be removed only

by grinding. All requests for tree removal within the TCA must have prior approval by the *Development Administrator* pursuant to the provisions of this chapter. Any tree within the TCA, including the CRZ, which the landowner chooses to remove or that must be removed due to poor health or impractical means of preservation shall be removed in a manner that is in accordance with standard arboricultural practice (Per American National Standards Institute (ANSI) Standards) so as to cause as little disturbance or harm to those trees intended to be saved as practical. However, in an emergency situation due to storm damage; to alleviate an immediate hazard to the health, safety, and welfare of the citizens; or to repair property damage, prior approval for tree removal in previously approved designated areas is not required.

- (C.) Tree Conservation Plan Procedures. Approval of a Tree Protection Plan is required for all projects described in Section 11.3, except those listed in Section 11.4 Exemptions and Section 11.10-2 below, and shall be submitted along with all other necessary drawings to the Technical Review Committee. Tree protection items shall be included on all grading plans, erosion control plans, and tree disturbance permit plans. Upon approval of the plan, a Tree Disturbance Permit will be issued prior to any tree-disturbing activities.

11.10 Activities Requiring a Tree Disturbance Permit

11.10-1 Purpose. Except as otherwise exempted herein, it shall be unlawful to:

- (A.) Remove, excessively prune, apply chemicals that are harmful to, or disturb any tree or the soil within the CRZ of any tree; or
- (B.) Clear vegetation from a site; or
- (C.) Begin any excavation, remove soil, or place fill on a site within Stallings and its extraterritorial jurisdiction until the *Development Administrator* has issued a permit certifying that such activity complies with the applicable provisions of this Ordinance.

11.10-2 Applicability and Exceptions. The provisions of this section shall apply to all Land Development except:

- (A.) Routine maintenance of existing vegetation outside the public rights-of-way, such as pruning, watering and fertilizing.
- (B.) The removal of dead trees and shrubs or trees and shrubs that have been diagnosed and determined to be diseased beyond treatment, with the burden of proof being placed on the remover.
- (C.) Removal of soil or vegetation from undeveloped land to allow for non-commercial

open space no greater than one-quarter (1/4) acre, providing this activity does not take place within the CRZ of any rare or specimen tree.

(D.) Land disturbing activity normally associated with the occupancy of an existing single family or two-family dwelling.

(E.) Any new construction or expansion of a single family or two-family dwelling requiring a building permit and involving land disturbance less than ten thousand (10,000) square feet, unless the cumulative land disturbance is over ten thousand (10,000) square feet.

11.10-3 Tree Protection Plan Requirements. A Tree Protection Plan for all development projects to which these standards apply, along with all other necessary drawings, shall be submitted to the *Development Administrator*. Tree protection items shall be included on all grading plans, erosion control plans, and tree disturbance permit plans. Drawings shall identify the following items.

(A.) Boundaries of the required Tree Conservation Area (TCA)

(B.) Required planting yard

(C.) Protected trees within the TCA including tree size and species

(D.) CRZ of each proposed protected tree or group of trees

(E.) Limits of clearing

(F.) Grading

(G.) Trenching

(H.) Required tree protection measures including protective fencing and signage

(I.) Overhead and underground utilities, rights-of-way, and easement

(J.) Areas of reforestation, if any

(K.) Stream buffers, if any

(L.) A complete survey of all trees on the *site* (outside the labeled TCA) that exceed 18 inches DBH, including tree size and species.

11.10-4 Plan Notes. The following required notes shall be indicated on tree protection plans, erosion control plans, grading plans, and Tree Disturbance Permit plans in **CAPITAL LETTERS:**

(A.) Contact the Planning Department to set up a pre-construction meeting.

(B.) All tree protection devices must be installed prior to inspection by the *Development Administrator* and prior to any tree disturbance activities.

(C.) Removal or damage of trees in the conservation area will be subject to the penalties established in the Section 11.18, Enforcement, of this Ordinance.

11.10-5 Plan Review. The aforementioned plans shall be reviewed by the *Development Administrator* for conformance with applicable provisions of this section and for tree and vegetation viability. The plans will either be approved or returned for revisions. Reasons for return shall be noted on the proposed plan.

11.10-6 Installation of Protective Measures. All tree protection measures shall be installed prior to inspection by the *Development Administrator or his/her designee* and prior to tree disturbance.

11.10-7 Site Inspections. The *Development Administrator or his/her designee* will conduct follow-up site inspections for enforcement of the tree protection requirements.

11.10-8 Permit Display. All permits issued hereunder shall be so displayed as to be clearly visible from a public right-of-way.

11.10-9 Emergency Waiver. The provisions of this section are waived if compliance would hamper the rescue of life or property from immediate danger or the repair of utilities in the event of emergencies such as wind storms, ice storms, or other disasters.

11.11 Rare and Specimen Trees

11.11-1 Rare and Specimen Trees on Developing Land

(A.) Rare and specimen trees shall be shown on all Tree Protection Plans if such trees are within one hundred (100) feet of areas where soil disturbance or construction activity is proposed. In addition, these trees shall be identified and located by survey on the Tree Protection Plan if such trees are located on the development site or adjacent public property. The *Development Administrator* may visit the site to determine the accuracy of identification.

(B.) Proposed development shall be designed to preserve rare and specimen trees. Where rare and specimen trees exist, flexible approaches such as adjustments to lot layout, placement of buildings and paved surfaces, and location of utilities shall be pursued in order to save them.

(C.) No soil disturbance from construction, trenching, grading, paving, or storage of equipment or materials shall take place within the critical root zone of any rare or specimen tree to be preserved unless the *Development Administrator* determines there is no reasonable way the property can be developed without such disturbance or

unless the proposed work will be carried out in accordance with the specifications for such work in the Stallings Technical Standards & Specifications Manual.

- (D.) No rare tree shall be removed from land being developed unless the *Development Administrator* determines there is no reasonable way the property can be otherwise developed, improved or properly maintained and the tree saved.

11.11-2 Voluntary Protection of Rare and Specimen Trees on Private Land.

Rare and specimen trees that are located on individual lots with single and two-family homes shall be protected if voluntarily registered by the property owner.

11.12 Land Being Developed Outside the Tree Conservation Area (TCA)

11.12-1 Protective Fencing.

- (A.) Vegetation located outside the TCA that is to be protected on land being developed, as indicated on a Tree Protection Plan, shall be protected by fences or other equally effective measures during construction activity. Such fencing shall be located and erected according to Town standards and be located as shown on the Tree Protection Plan and site grading plans. All land disturbing activity, storage of equipment, building material, soil, and other debris shall be kept within the area of development activity and outside of the protective fencing.

- (B.) Vegetation that is to be retained during rights-of-way clearing of single family or two-family residential subdivisions, as indicated on a Tree Protection Plan, shall be delineated by high visibility flagging during construction activity. Such flagging shall be located and installed according to Town standards and be located as shown on the landscape protection and site grading plans. The use of flagging shall be limited to those specific applications where no rare or specimen trees will be affected by development activity and the *Development Administrator* determines it to be as effective as protective fencing.

- (C.) Landscaping activities taking place after the removal of protective fencing shall be accomplished with light machinery or hand labor and in accordance with the Town of Stallings Technical Standards & Specifications Manual.

11.12-2 Treatment of Trees During Construction.

- (A.) No nails, ropes, cables, signs or fencing shall be attached to any part of any tree that is to be preserved.
- (B.) Trees that are damaged during construction shall be treated so as to promote their continued health.

11.12-3 Removal of Regulated Trees. No regulated tree shall be removed without first acquiring a permit from the *Development Administrator*. Failure to do so shall constitute a violation of this chapter and shall be subject to the penalty provisions in Section 11.18, Enforcement, of this Ordinance.

(A.) Enforcement. Upon a determination that work does not conform to the provisions of this section, the *Development Administrator* shall cause issue of a *Stop Work Order* which shall remain in effect until all corrections are made in conformance with this Ordinance.

(B.) Pre-construction Conference. Prior to the commencement of any activities requiring a permit, a pre-construction conference with the *Development Administrator* shall take place to review procedures for protection and management of all protected landscape elements identified on the landscape protection plan and to designate one or more persons as landscape protection supervisor(s).

11.13 Public Trees and Trees Interfering with Public Space – Maintenance and Protection

The following standards are hereby established for the maintenance and protection of public trees:

11.13-1 Approved Personnel. No person except an authorized employee or contractor of a public utility or other approved public personnel shall cut, prune, or remove any living tree on or in a public highway, right-of-way, public park, sidewalk, or other public property; or cut or disturb or interfere in any way with the roots of any tree on public property.

11.13-2 Owner Responsibility for Private Trees Interfering with Public Space. Every owner of any tree overhanging any street or right-of-way within the Town shall prune the branches so that such branches shall not significantly obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) feet above the street surface or eight (8) feet above the sidewalk surface. Said owners shall remove all dead, diseased or unsafe trees, or broken or decayed limbs that constitute a nuisance to the safety of the public. The Town shall have the right to prune any tree or shrub on private or public property when it constitutes a public safety hazard, interferes with pedestrian traffic or the visibility of any traffic control device, sign, or sight triangle.

11.13-3 Placement of Materials Around Plants. No person shall pile building or other material around any tree or shrub in a public right-of-way in any manner that will injure such tree or shrub.

11.13-4 Paving Adjacent to Trees. No person shall pave or place gravel, soil, or other such material within eight (8) feet of any tree on public property, unless approved by

the *Development Administrator*. Plans which fail to identify an impacted tree shall not constitute a transfer of responsibility to the Town or its *Development Administrator*.

- 11.13-5 Dumping of Deleterious Matter. No person shall dump, pour or spill any oil, pesticide, or other deleterious matter upon any tree or tree space in any public rights-of-way, or keep or maintain upon any public rights-of-way, any receptacle from which any oil, pesticide, or other deleterious matter leaks or drips onto any soil, parking area, or concrete gutter so as to injure any tree on any public property.
- 11.13-6 Disposal of Materials on Public Places. No person shall use parks, sidewalks, utility easements, or other public places to dump grass clippings, tree trimmings, rocks or other organic refuse. This shall not apply to properly placed yard waste that is intended for pickup by Town of Stallings Public Services or Solid Waste crews.
- 11.13-7 Decoration, Posting and/or Advertising on Public Trees. No person shall decorate a tree or shrub in any public right-of-way, neutral ground, park, sight triangle or sidewalk, either with or without lights, or place advertising material, posters, political placards, rope, or wire on trees in public properties.
- 11.13-8 Planting of Street Trees. No part of this section is intended to prohibit the planting of street trees by adjacent property owners within tree planter strips, providing that the selection and location of said trees is in accordance with planting specifications set forth in this section and that any such planting conducted under utility lines shall be limited to planting material taken from the list of recommended small-maturing trees in this Ordinance.

11.14 Hazard Trees

The following standards are hereby established for trees and shrubs determined to be hazardous.

- 11.14-1 Removal of Trees. The *Development Administrator* may order the removal of any tree, shrub, or part thereof on private or public property, which is unsafe or injurious to sewers or other public improvements, structures, or to the general public.
- 11.14-2 Right to Enter upon Property. The *Public Works Administrator* or his/her designee may enter upon public or private property in the Town to spray or otherwise treat any tree infected or infested by any parasite, insect, or disease to prevent the breeding or scattering of any parasite or animal pest and to prevent danger to persons or property or to trees planted on Town property.
- 11.14-3 Owner Notification and Opportunity to Correct. Prior to exercising the authority conferred by this section, the *Development Administrator* shall give the owner notice and an opportunity to correct the condition by requesting that corrective action be

taken. The request shall be in writing and sent via First Class Mail to the owner of the property in question and shall be acted upon within twelve (12) days (or a lesser period of time if an imminent threat to life or property exists) from the date of the receipt of the request. If, after twelve (12) days, the owner has not corrected the condition or undertaken action that would lead to a timely correction of the condition, the *Development Administrator* may enter upon the property, perform the work necessary to correct the condition, and bill the owner for the actual costs incurred. If the property owner fails to pay the bill for such work within thirty (30) days of such notice, the amount of the bill and any collection costs, including attorney's fees and court costs, incurred shall become a lien against the subject property and shall be collected in the same manner provided for the collection of delinquent taxes. In situations involving an immediate threat to public health, safety, or welfare, the Town may act without prior notification to the property owner.

11.15 Species Selection and Planting Techniques

In order to ensure that landscaping required by this article is suitable and is planted in the correct manner, the following selection and planting techniques are hereby established.

11.15-1 Plant Species: Species used in required planting yards and parking lots shall be of a locally adapted nature. Other species may be approved by the *Development Administrator*. See the Town of Stallings Technical Standards & Specifications Manual for: "recommended", "not recommended" and/or "prohibited species."

11.15-2 Plant Size: Specific plant sizes are listed below:

(A.) Canopy Tree Size: When mature, a canopy tree should have a minimum height of forty (40) feet and have a minimum crown width of thirty (30) feet. Canopy trees must be a minimum of two (2) inches in caliper, measured six (6) inches above grade, when planted.

(B.) Understory Tree Size: When mature, an understory tree should have a height of twenty-five (25) to forty (40) feet. Understory trees must be a minimum of one and one half (1.5) inches in caliper measured six (6) inches above grade at the time of installation.

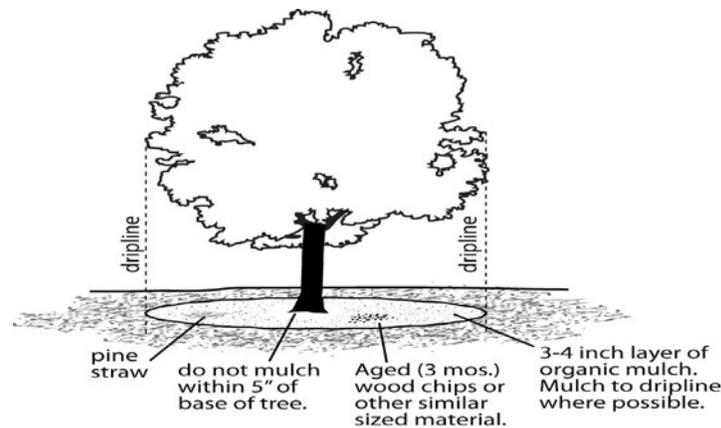
(C.) Shrub Size and Type: All shrubs approved for landscaping of vehicle use areas, loading and unloading areas, and outside storage areas shall be evergreen, with a minimum size of eighteen (18) inches, spread or height, when installed and reach a minimum height of thirty-six (36) inches and a minimum spread of thirty (30) inches. Such shrubs shall be planted using required planting techniques and located parallel to the edge of parking lots, access drives, loading and unloading areas, and outside storage areas. Required shrubs in other locations, outside of the areas listed above,

may be evergreen or deciduous and shall be three (3) gallon in size as per American National Standards Institute (ANSI) standards at the time of installation.

11.15-3 Planting Techniques

The following soil preparation techniques shall be used for all required landscape areas:

- (A.) Soil preparation for the entire landscape yard includes the addition of organic amendments tilled to a depth of eight (8) to twelve (12) inches.
- (B.) All plantings in landscape yards shall be mulched, including interior parking lot islands less than five hundred (500) square feet, to a depth of three to four (4) inches. The mulch shall be free of trash and maintained weed free thereafter. The sketch below and Figure 2 herein, illustrate these principles.



- (C.) Earthen basins are to be constructed around the installed plants.
- (D.) Plants, as required by this section, are to be grouped together where possible.
- (E.) For establishment and survival, plants shall be watered by the landowner or contractor for the first year after planting.

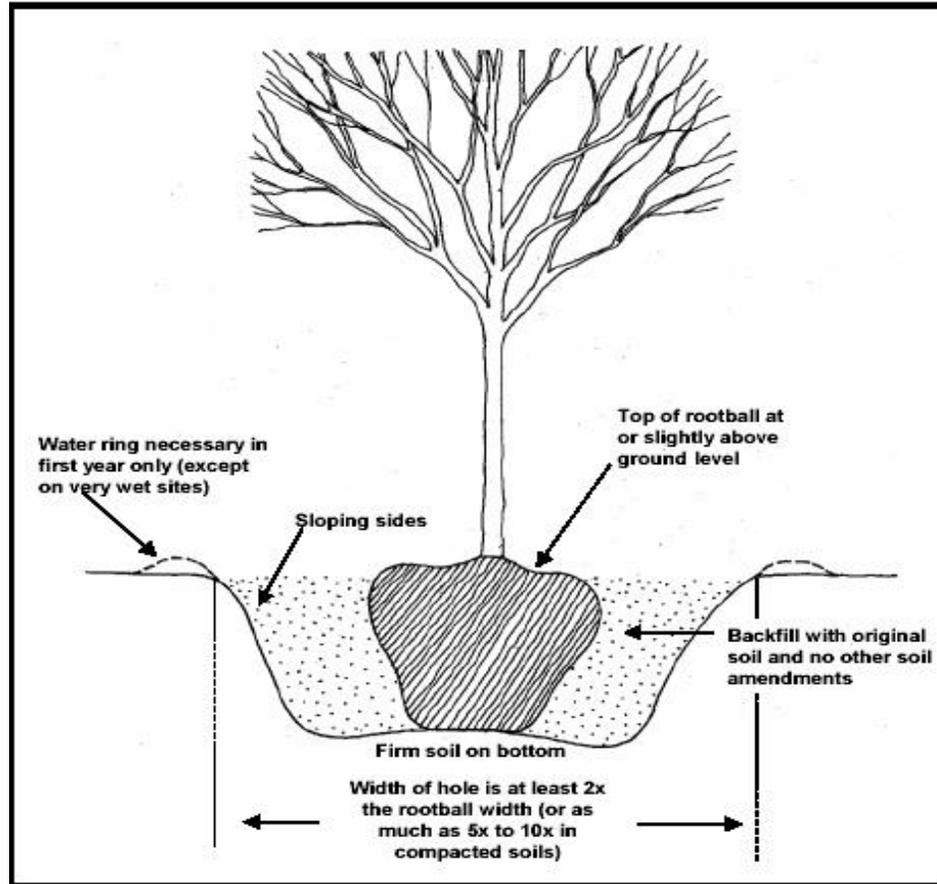


Figure 2. Recommended Tree Planting Method

11.16 Maintenance of Regulated Planting Spaces

11.16-1 Owner Responsibility. The owner or lessee of the property where landscaping is required shall be responsible for the maintenance and protection of all plant and screening material. Landscaped areas shall be maintained in good condition and kept free of debris. Any dead, unhealthy, or missing plants (preserved or planted) shall be replaced with new plant material equal to the number of credited plants planted or preserved, subject to the provisions of this Ordinance. The replacement plant material shall be sized according to the requirements of this section and shall conform to the initial planting rates and standards. The replacement plant material shall be planted within one hundred eighty (180) days of the date that dead, unhealthy, or missing plants are identified. Regulated spaces include those physical areas in which trees and landscape materials are required by this section.

11.16-2 Failure to Maintain. Failure to maintain or replace dead, damaged, or diseased material or to repair a broken fence or wall (where such fence or wall is considered a required portion of the landscape as outlined by this section) shall constitute a violation of this Ordinance and shall be subject to the provisions in Section 11.18,

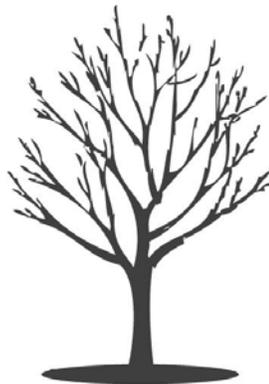
Enforcement, if not replaced within 30 days of notification.

- 11.16-3 Destruction by Natural Event. In the occurrence of a natural event which destroys a large quantity of vegetation, the owner or lessee shall have 180 days to replant. Replaced plant material must be in compliance with the minimum size, spacing and quantity standards of this section.
- 11.16-4 Irrigation. It is suggested that drip irrigation, which includes drip misters, be used for required landscaping planting beds during the required establishment period. After establishment, supplemental watering can be reduced and used on an as needed basis. Traditional spray irrigation is prohibited except for turf areas.
- 11.16-5 Pruning. All required trees shall be allowed to reach their mature size and shall be maintained at their mature size. Trimming and pruning shall be done in strict accordance with the (ANSI) standards. Topping is not an acceptable pruning practice. Topping is the reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. The *Development Administrator* may require the removal and replacement of any tree(s) located in required planting yards or TCA's that have been topped or excessively trimmed.



Before Pruning

Mature trees often need pruning due to crowded foliage, broken and dead branches, and asymmetrical shape.



After Proper Pruning

After pruning, trees should retain a symmetrical appearance and tree-like form. A minimum canopy spread of 20 feet must be maintained.



After Excessive Pruning

Pruning in excess of one fourth (25%) of the required canopy spread is prohibited. Tree-topping (hatracking) is prohibited.

11.17 Regulation of Tree Care Professionals

The following standards are established for tree care professionals working within the Town of Stallings and its jurisdiction.

11.17-1 Town-Owned Lands.

(A.) It shall be unlawful for any person or firm to engage in the business or occupation of

pruning, treating, or removing street or park trees or trees within Town owned public rights-of-way without first applying for and procuring a Tree Disturbance Permit. Such a permit will only be granted to individuals, businesses, or companies who employ a Certified Arborist to perform or supervise all tree work.

- (B.) In order to receive a Tree Disturbance Permit, applicants must first sign an affidavit agreeing to abide by ANSI 300 Standards for tree care. Specifically, the “topping” of trees shall be prohibited except in cases where the top of the tree has been injured beyond repair by a storm or related incident.
- (C.) Before any permit shall be issued, each applicant must first file evidence of possession of liability insurance and workman’s compensation insurance, in the minimum amounts as required by the Town of Stallings, indemnifying the Town or any person injured or damage resulting from the pursuit of such endeavors as herein described.
- (D.) The *Development Administrator* is authorized to suspend or revoke the right of any person or business to perform work for the Town of Stallings that engages in work practices that do not comply with tree care standards as specified in this section and the related ANSI Standards.

11.17-2 Private Lands.

- (A.) The Town of Stallings shall not directly regulate private companies providing tree care services on private property. However, the *Development Administrator* may direct property owners to the International Society of Arboriculture (ISA) website or other resources to assist in the location of Certified Arborists, who have specific training in tree care.

11.18 Enforcement

Enforcement of the standards and requirements set forth in this article shall be as provided below.

11.18-1 Notice and Appeal.

- (A.) Notice of Violation. The *Development Administrator* shall provide notice of the violation and any required remedies. The notice of violation shall be served by any means authorized under G.S. 1A-1, Rule 4, and the notice shall set forth the nature of the violation, the measures required to comply with this section, if compliance is at all practicable, and a reasonable time period (not less than 30 days and not to exceed 180 days) within which compliance must be met.
- (B.) Appeal. If any aggrieved party disagrees with a decision of the *Development*

Administrator, such party may request a hearing within twelve (12) working days of receipt of the violation. The request must be in writing and directed to the *Board of Adjustment*. The hearing will be conducted at the next regularly scheduled meeting of the *Board of Adjustment*.

- (C.) Decision of *Board of Adjustment*. The *Board of Adjustment* may modify, amend or revise the decision appealed. The decision of the *Board of Adjustment* shall be served upon the appealing party by registered or certified mail, return receipt requested, or by hand delivery.
- (D.) Appeal to Superior Court. If any aggrieved party is dissatisfied with the decision of the *Board of Adjustment*, an appeal may be filed with the Union County Superior Court. Notice of the appeal must be filed within thirty (30) days of receipt of the *Board of Adjustment* decision. Any appeals to the Superior Court shall be in the nature of certiorari.
- (E.) Injunction. Any aggrieved party may request an injunction to preserve the status quo during the pending of any appeal in accordance with applicable North Carolina law.

11.18-2 Penalties.

- (A.) Tree Disturbance Prior to Permit Approval. The penalty for the removal of or damage to trees, prior to the issuance of a tree disturbance permit shall be a civil penalty of ten thousand dollars (\$10,000.00) per acre or prorated fraction thereof. (i.e., the civil penalty for a site of 0.35 acres that is cleared prior to approval or prior to the issuance of a tree disturbance permit is three thousand five hundred dollars (\$3,500.00)). Additionally, the Town of Stallings, under G.S. 160A-458.5, may deny a building permit to any landowner who clears land in anticipation of development in violation of this section for up to three (3) years after completion of the timber harvest. If it is determined that the timber harvest was a “willful violation” of this Ordinance, then the Town of Stallings reserves the right to deny development approvals for a period of two (2) years following the timber harvest.
- (B.) Removal or Damage to Individual Trees after Permit Approval: The penalty for removal of or damage to the CRZ of protected trees after the issuance of a tree disturbance permit within an approved TCA without approval by the *Development Administrator* shall result in a civil penalty as determined by the *Development Administrator*, up to the amount shown in the chart below, in addition to the replacement of those trees with quality specimens native to the Appalachian region of North Carolina.

Table 11.6 – Penalties for Unauthorized Tree Removal

DBH of Tree(s) Removed or Damaged	Maximum Civil Penalty	Reforestation (4 inch DBH minimum)
4 – 11.9 inches	\$800	1 tree
12 – 20.9 inches	\$1,600	2 trees
21 – 28.9 inches	\$2,400	3 trees
29 – 35.9 inches	\$3,200	4 trees
36+ inches	\$4,000	5 trees

- (C.) Removal of an Area of Trees after Permit Approval. The penalty for removal of or damage to an area of protected trees that have not been surveyed after the issuance of a tree disturbance permit within an approved TCA without approval of the *Development Administrator*, shall result in a civil penalty of ten thousand dollars (\$10,000.00) per acre or prorated fraction thereof but not less than one thousand dollars (\$1,000.00). Such areas shall be reforested at a rate one (1), two-inch caliper canopy tree per two hundred (200) square feet.
- (D.) Failure to Install or Maintain Tree Protection Devices. There shall be a civil penalty of five hundred dollars (\$500.00) per day for failure to install or maintain approved tree protection measures sufficient to protect the TCA beginning with the date the citation is issued and ending when the site is in compliance. The property owner may be subject to any penalties for damage under Section 11.18-2 above.
- (E.) Failure to Comply with the provisions of Section 11.6 Landscape Requirements. There shall be a penalty of five hundred dollars (\$500.00) per day for failure to install required landscape material or to replace dead landscape material beginning with the date the citation is issued and ending when the site is in compliance.
- (F.) Civil Penalties Considered Restorative. Civil penalties assessed under this section are considered restorative; intended to provide compensation to the Town for costs associated with the Town’s program to monitor, control, prosecute, cure and/or correct the violation. As such, the amount declared herein is presumed to provide sufficient restoration to the Town for its costs. The decision of the *Development Administrator* to assess a civil penalty may be delivered by personal service, by registered mail, or certified mail return receipt requested or by any means authorized under G.S. 1A-1, Rule 4. Each day of a continuing violation shall constitute a separate violation.

- 11.18-3 Appeal to Superior Court. Every decision of the *Development Administrator* or the *Board of Adjustment* to assess a civil penalty shall be subject to review by the Union County Superior Court by proceedings in the nature of certiorari. Any petition for review by the Superior Court shall be filed with the Clerk of Superior Court within 30 days after the decision of the *Development Administrator* or *Board of Adjustment* to assess a civil penalty.
- 11.18-4 Failure to Appeal and/or Pay: Any civil penalty that is assessed against a person who violates the provisions of this Ordinance shall be recovered by the Town in a civil action in the nature of a debt (placement of liens against properties, etc.), to be brought in the Union County Superior Court if the violator fails to give notice of timely appeal and fails to pay the penalty within the prescribed period of time after he or she has been cited for the violation.
- 11.18-5 Violations Not Criminal: A violation of this Ordinance shall not be considered a misdemeanor under N.C. General Statute 14-4.

ARTICLE 21

OPEN SPACE

21.1 Purpose.

The open space standards contained herein are established to provide for the reservation of various forms of open spaces, including parks and greenways in all forms of developments located in the Town of Stallings territorial jurisdiction. Preservation of open space in developing areas serves a variety of purposes, including meeting the recreational needs of residents, improving the aesthetic character of the community, reducing stormwater runoff, improving stormwater runoff water quality, and enhancing air quality. Where applicable, the addition of active open space shall adhere to the Stallings Recreation and Greenway Master Plan. The standards set forth below establish regulations for open space.

21.2 Open Space.

The following standards are hereby established for open space. Percentage of required open space is calculated on the gross project acreage. Open space areas shall be identified and calculated on development proposals. For Greenways as identified on the Stallings Parks and Greenway Master plan, open space shall be calculated by creating a fifty (50) foot buffer, unless obstructed by property lines.

Open Space shall consist of improved and unimproved areas. The total requirement for open space is shown in Table 21.1. Improved open space shall be fifty percent (50%) of the total requirement as shown in Table 21.1. The remaining 50% of open space may be unimproved open space and consist of land as listed in Section 21.2-10. The maximum unimproved open space allowed, as defined in Section 21.2-10(A)(B)(C), may be less than twenty five percent (25%) of the total required open space. If this is the case, the remaining total open space must be met with either improved open space or unimproved open space as defined in Section 21.2-10(D)(E).

21.2-1 Open space land area requirements. Open space shall be provided in accordance with the following table for:

- (A.) initial residential development containing eight or more units,
- (B.) redevelopment or additional development that adds eight or more

- residential units, (C.) initial non-residential or mixed-use development greater than 0.6 acres, and
- (D.) re-development or additional development that adds 25 percent more non-residential or mixed-use floor area on a site that exceeds 0.6 acres within any 36-consecutive month period.

TABLE 21.1

ZONING DISTRICT	REQUIRED TOTAL OPEN SPACE	REQUIRED IMPROVED OPEN SPACE
Single Family Residential (SFR-1) Single Family Residential (SFR-2) Single Family Residential (SFR-3)	25%	12.5%
Multi-Family Residential Transitional (MFT)	15%	7.5%
Traditional Neighborhood Development Overlay (TNDO)	10%	5%
Mixed Use (MU-1)	12%	6%
Mixed Use (MU-2) – When residential components are included, open space shall be centrally and internally located so as to provide focal points throughout the development.	10%	5%
Conditionally Zoned (CZ) <i>Requirements listed are a minimum but may be amended by the Town Council through the Conditional Zoning process.</i>	10%	5%
US Highway 74 Commercial (C 74) Interstate Highway 485 Corporate Park (CP 485)	10%	5%

Vehicle Service and Repair (VSR) Industrial (IND) Heavy Industry Overlay (HIO)		
Agriculture (AG) Civic (CIV) Scenic Corridor Overlay (SCO)	n/a	n/a
Town Center (TC) as <i>defined in Article 8.</i> <i>New development must adhere to the Parks and Greenway Master Plan when applicable.</i>	n/a	n/a

21.2-2 Land designated as future open space. Regardless of the requirements and exemptions of this subsection, any portion of the site of the proposed development that is designated as future open space or greenway in the *adopted Comprehensive Land Use Plan and/or the Stallings Parks and Greenway Master Plan*, as amended from time to time, shall be reserved for open space. This area may be counted toward the total amount of open space required for the development.

Greenway, Park and Open Space Access: When a development abuts greenways, parks and/or public open space areas, public access to such features must be provided at a minimum of every 1000 feet when feasible, as determined by the *Development Administrator*. Such access shall be provided through greenway connectors a minimum of six feet wide. Connectors shall be paved, engineered to allow water runoff, and connected to the pedestrian system within the development, and will be maintained by the Owner’s Association.

If the total amount of land designated as future open space or greenway is less than the total amount of open space required for the development by Table 21.1, then the developer shall provide additional open space to meet the requirement of Table 21.1. If the amount of land designated as future open space or greenway exceeds the total amount of open space required by Table 21.1, then the developer must provide the open space designated in the official adopted plan.

As compensation for any open space dedication associated with implementing any official adopted plan above that requirement listed in Table 21.1, the developer is eligible for a density bonus of one dwelling

unit per each 4,356 square feet of land area in excess of that required in Table 21.1 or 500 square feet of non-residential gross floor area per each 2,178 square feet of land area in excess of that required in Table 21.1, up to a maximum of a fifteen (15%) percent increase above the maximum density or intensity allowed in the applicable zoning district. The density bonus in the proposed development is limited to additional yield that can be configured with less than a ten (10%) percent reduction in(s) in lot area and/or setback dimensions specified in Article 8.

- 21.2-3 Minimum open space area. Individual areas designated as open space areas shall not contain less than 500 square feet, although smaller areas may be approved by the *Development Administrator* if the intent of this Ordinance is determined to be met.
- 21.2-4 Improved open space. Improved open space shall be planned, accessible and usable by persons living nearby. Improved shall mean cleared of underbrush and debris and shall contain improvements that include, but are not limited to: landscaping, walls/fences, walks, statues, fountains, demarked ball fields, picnic areas, pools, gazebos, barbeque areas, and/or playground equipment. Walls and fences shall be made of brick, stone, wrought iron, or wood and shall not exceed 3.5 ft. in height with the following exceptions: fences used in conjunction with ball fields, tennis courts, swimming pools, and/or playgrounds.
- 21.2-5 Design and location. In major subdivisions and multi-building developments in all zoning districts, except Agricultural, open space shall be integrated into the design of the site. In subdivisions where 50% or more of the lots are less than 0.75 acre in size, open space shall be located within ¼ mile of at least 90% of the building lots, as measured along the rights-of-way of streets providing access between the two. In subdivisions where 50% or more of the lots are 0.75 acre or more in size, open space shall be located within ½ mile of at least 90% of the building lots, as measured along the rights-of-way of streets providing access between the two.
- 21.2-6 Focal point. Open space features should provide focal points for the neighborhood. There should be a hierarchy of open space within new neighborhoods so that open space serves the needs of multiple age groups.
- 21.2-7 Intentionally left blank.

21.2-8 Open Space Ownership and Conservation Easement. Open space may be owned or administered by one or a combination of the following methods: fee simple ownership by a unit of government or private non-profit land conservancy; owned by a property association; or by individual private ownership such as a farmer, developer or other private entity that maintains the open space (i.e. farming, equestrian facility, etc.)

All lands within areas required to be maintained as open space shall be protected by a permanent conservation easement, prohibiting further development, and setting other standards safeguarding the site's special resources from negative changes.

Public use of the open space may be limited to residents of the development, except for land used for public sidewalks and multi-use trails, provided that such open space is held in private or property association ownership.

21.2-9 Maintenance. The owner or lessee of the property designated as the open space shall be responsible for the maintenance of the open space area. Landscaped areas shall be maintained in good condition and the entire area shall be kept clear of debris. Failure to maintain the area shall constitute a violation of this or other applicable ordinances. Alternatively, if acceptable to the Town Council, as applicable, the land may be dedicated to the Town for public use and thereafter maintained by the Town.

21.2-10 Land Acceptable for Unimproved Open Space Designation. The classes of land enumerated below may be utilized to meet the requirements of this section. For unimproved open space to be counted towards the total open space requirement the area(s) must include a maintained access point.

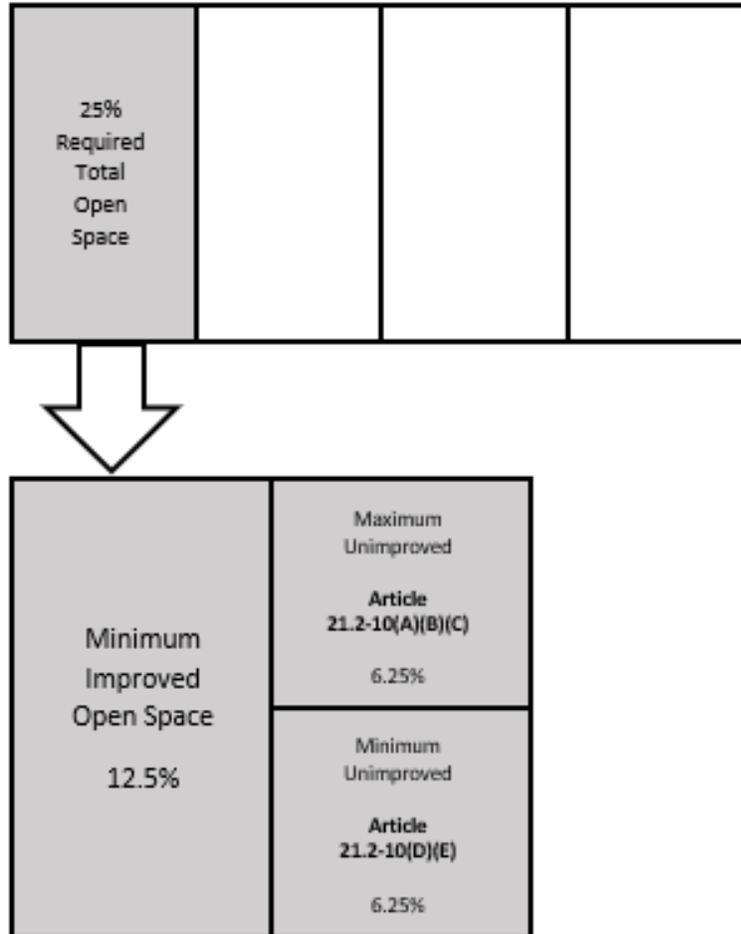
A minimum of 50% of the total open space requirement shall be improved open space. The remainder of the open space shall be considered unimproved open space. A maximum of 25% of the total open space requirement may be areas of unimproved open space considered unbuildable as listed in 21.2-10(A)(B)(C). A minimum of 25% of the total open space requirement shall consist of the unimproved open space natural areas as listed in 21.2-10(D)(E). If unimproved open space that is considered unbuildable is less than 25% of the total open space requirement, the remainder shall be either

unimproved open space that consists of natural areas as listed in 21.2-10(D)(E) or improved open space. Nothing in this section shall be intended to limit the entirety of open space to be improved open space.

- (A.) Land which exceeds sixteen percent (16%) slope if existing slopes and vegetation remain undisturbed;
- (B.) Land used for stormwater retention provided such land is natural in appearance and is not separately fenced. Additionally, land used for stormwater retention, provided such land is natural in appearance and is not separately fenced, that is developed using best management practices (e.g., constructed wetlands, rain gardens, green roofs or similar features), and either exceeds the required amount of retention or treats off-site stormwater at the discretion of the *Development Administrator*;
- (C.) Stream buffers;
- (D.) Grassed lands with no improvements that are accessible and maintained;
- (E.) Naturally wooded areas not including required buffers, steep slopes, or stormwater retention areas as defined in this section.

Example Improved/Unimproved Open Space Calculation:

**Single Family Residential Open Space
Total Requirement: 25%**



.21.2-11 Land not Acceptable for Open Space Designation: The classes of land enumerated below shall not be utilized to meet the requirements of this section:

- (A.) Land that is contaminated with hazardous or toxic waste or materials as defined by state or Federal regulations, with the exception of land covered by an approved mitigation plan and deemed acceptable by the Town Council or land that is designated in an officially adopted Open

Space, Park or Greenway master plan.

- (B.) Land occupied by streets, drives, parking areas, or structures other than recreational structures.
- (C.) Land with a minimum width less than twenty (20) feet. Mixed use developments in the TND district are exempt from the minimum width requirement.
- (D.) Land used for landscape buffers (Type A, B and C only), public sidewalks in excess of standard sidewalk requirements, streetscape and hardscape areas accessible to the public including sidewalk cafe areas, areas containing public art, and similar high density area open space amenities. Sidewalks that run through or are internal to improved open space shall be counted toward improved open space.
- (E.) Surface water, wetlands, utility transmission rights-of-way, and undisturbed floodplains.

21.3 Fee-in-Lieu.

All proposed developed within the Town shall provide the improvements identified in the *Stallings Parks, Recreation and Greenway Master Plan* when those improvements are located on property involved with the proposed development.

When no improvements as identified by the Stallings Parks, Recreation and greenway Master Plan are associated with a proposed project, the developer shall be required to pay a fee in lieu thereof, in accordance with this section. This fee shall be calculated as follows:

1/35 of an acre per lot X tax value of the property (per acre).
Example: a 100-lot subdivision with a per acre tax value of \$10,000:

$$\begin{aligned} 1/35 &= .02857143 \\ &\quad \times 100 \\ &= 2.85714286 \\ &\quad \times \$10,000 \\ &= \$28,571.43 \end{aligned}$$

- (1). At least one thirty-fifth (1/35) of an acre shall be dedicated for each dwelling unit planned or proposed in the subdivision plan or development.
- (2). The payment of fees, in lieu of the dedication of land under subsection above shall be made to the Town of Stallings after having received a recommendation from the Planning Board and

having evaluated the proposed dedication and the relationship the dedication would have with the town's Parks, Recreation and Greenway Master Plan.

(3). The fees in lieu of dedication shall be paid prior to final plat approval.

(4). The amount of the payment shall be the product of:

(a). The number of acres to be dedicated, as required by subsection, above;

(b). The assessed value for property tax purposes of the land being subdivided, adjusted to reflect its current fair market value at the time the payment is due to be paid.



TX21.03.03

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS approval of the requested text amendment revising Article 21, Open Space of the Town of Stallings Unified Development Ordinance with new requirements, standards, and definitions; and,

WHEREAS the Articles 2 and 11 are also updated to match the changes made in Article 21 to provide consistent definitions and meet the objectives of the changes; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO
HEREBY ORDAIN THE APPROVAL OF THE REQUESTED AMENDMENT
TX21.03.03 AMENDING ARTICLES 2, 11, AND 21 OF THE TOWN OF STALLINGS
UNIFIED DEVELOPMENT ORDINANCE.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2021.

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: TX21.03.03

REQUEST: Amend Articles 2, 11, and 21 of the Town of Stallings Unified Development Ordinance.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed **conditional zoning** is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document of promoting quality development. At their **May 10, 2021** meeting the **Stallings Town Council** voted to recommend **APPROVAL/DENIAL** of the proposed amendment and stated that the **Town Council** finds and determines that the **conditional zoning** is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed _____.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



A RESOLUTION BY THE TOWN OF STALLINGS

OPPOSING HB 291 (AN ACT TO ESTABLISH AND REQUIRE CERTAIN TIMELINES FOR REVIEW AND APPROVAL OF COMMERCIAL BUILDING PLANS FOR LOCAL GOVERNMENTS AND TO ESTABLISH REMEDIES FOR FAILURE TO TIMELY REVIEW PLANS SUBMITTED UNDER THE EXPERTISE OF A LICENSED DESIGN PROFESSIONAL).

WHEREAS, the legislation proposed in HB 291 (AN ACT TO ESTABLISH AND REQUIRE CERTAIN TIMELINES FOR REVIEW AND APPROVAL OF COMMERCIAL BUILDING PLANS FOR LOCAL GOVERNMENTS AND TO ESTABLISH REMEDIES FOR FAILURE TO TIMELY REVIEW PLANS SUBMITTED UNDER THE EXPERTISE OF A LICENSED DESIGN PROFESSIONAL) is of great concern to the Town of Stallings and other local governments within North Carolina; and

WHEREAS provisions within this legislation would put significant strains and pressures on municipalities by requiring initial plan review for commercial development be completed within 15 days of receipt; and

WHEREAS the 15-day time period for completion would be inadequate time to ensure commercial plans meet all Town planning, zoning, engineering, and stormwater requirements; and

WHEREAS the financial penalties outlined if commercial plan review is not completed within the prescribed 15-day time period would be a burden to municipalities operating on limited fiduciary resources; and

WHEREAS plan review procedures were put in place for a reason – to protect and preserve the quality of life that residents have come to enjoy; and

WHEREAS the safety of residents could be in jeopardy if unsafe conditions are created by a plan review process that prescribes an inadequate amount of time to a process that requires thoroughness; and

WHEREAS a 15-day initial plan review completion timeline is radical, reckless and irrational— a blatant attack on local land use decision-making; and

NOW, THEREFORE BE IT RESOLVED that copies of this resolution are sent to our legislative delegation and to the leadership of the North Carolina General Assembly in an effort to stop HB 291 from becoming law.

Adopted this the _____ day of _____, 2021.

Wyatt Dunn, Mayor
Stallings Town Council

ATTEST:

Erinn Nichols
Town Clerk

(SEAL)



**A RESOLUTION BY THE TOWN OF STALLINGS
OPPOSING HB 496 (AN ACT PROVIDING THAT COUNTIES AND CITIES SHALL NOT
ADOPT ORDINANCES REGULATING THE REMOVAL OF TREES FROM PRIVATE
PROPERTY WITHOUT THE EXPRESS AUTHORIZATION OF THE GENERAL
ASSEMBLY).**

WHEREAS the legislation proposed in HB 496 (AN ACT PROVIDING THAT COUNTIES AND CITIES SHALL NOT ADOPT ORDINANCES REGULATING THE REMOVAL OF TREES FROM PRIVATE PROPERTY WITHOUT THE EXPRESS AUTHORIZATION OF THE GENERAL ASSEMBLY) is of great concern to the Town of Stallings and other local governments within North Carolina; and

WHEREAS provisions within this legislation would prevent Towns from managing their tree canopy; and

WHEREAS the ordinance regulating the removal of trees from private property will prevent jurisdictions from mitigating dead or diseased trees that may prevent the safety of its residents; and

WHEREAS the safety of residents could be in jeopardy if unsafe conditions are created by the proposed language; and

WHEREAS the proposed will prevent Towns from ensuring tree protection through the creation of Tree Ordinances; and

NOW, THEREFORE BE IT RESOLVED that copies of this resolution are sent to our legislative delegation and to the leadership of the North Carolina General Assembly in an effort to stop HB 496 from becoming law.

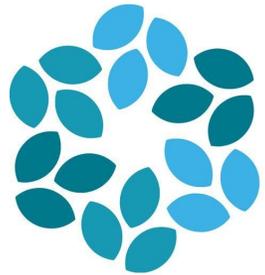
Adopted this the _____ day of _____, 2021.

Wyatt Dunn, Mayor
Stallings Town Council

ATTEST:

Erinn Nichols
Town Clerk

(SEAL)



**PLANNING
& ZONING**
TOWN of STALLINGS

APPLICATION

CZ20.07.02

Shirley White Trustees
Townhomes
Pulte

Amendment to allow new builder

Pre-Public Hearing Staff Analysis + March 2021

Request

Conditional Zoning:

1. Amend condition 2 architecture of the originally approved CZ07.06.02.

Project Summary

Location

Weddington-Matthews Road

Required Setbacks

Front: N/A

Side: N/A

Rear: N/A

Ownership

SHIRLEY F WHITE

TRUSTEE

Site/Project Size

19.6 Acres

Zoning

CZ07.06.02

Traffic Generation

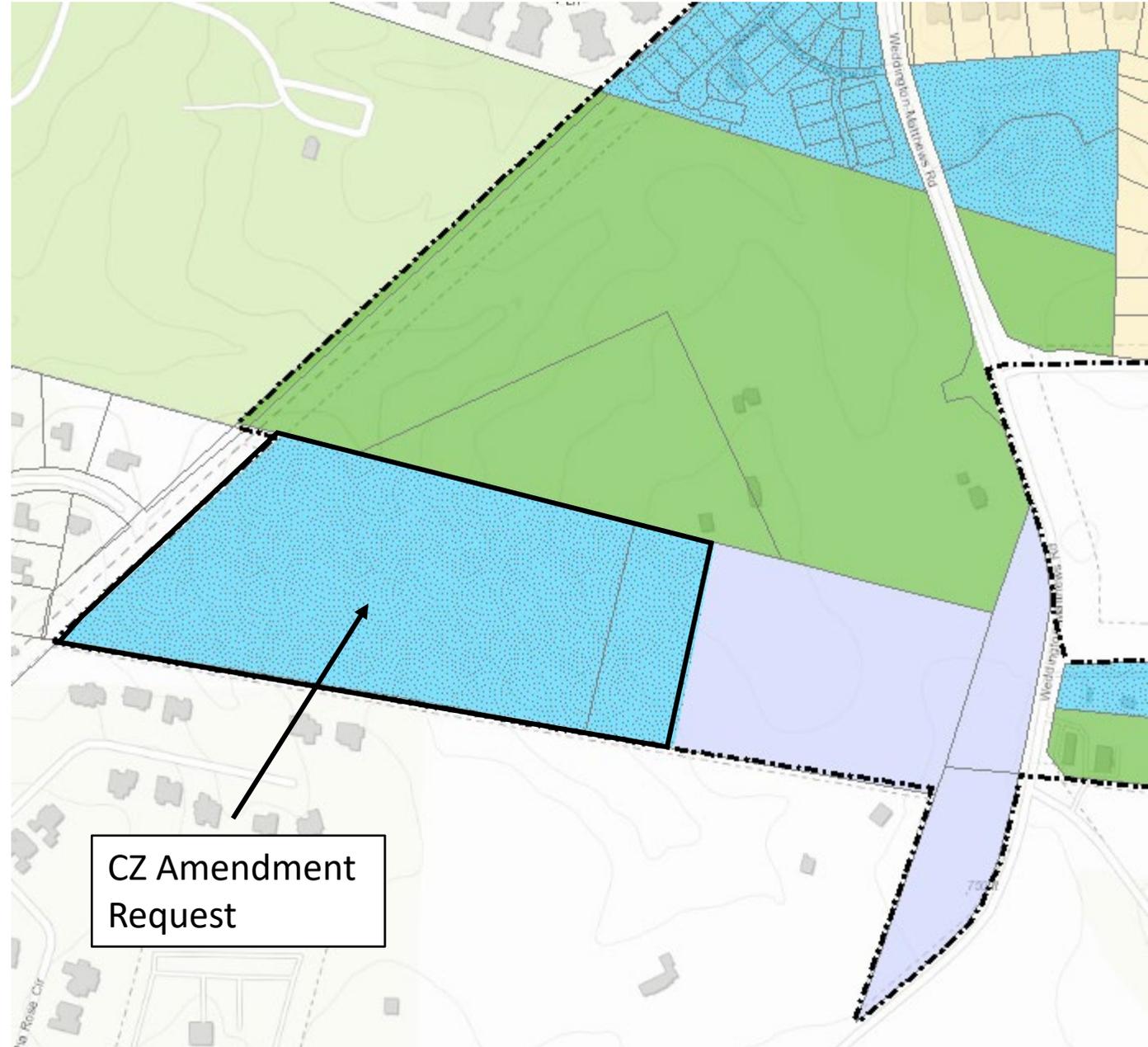
No TIA Required

Existing Use

Vacant

Community Meeting

02/10/2021



Original



Proposed



BACKGROUND

- *Original project - 65 Unit Townhome development approved in 2007 as a CZ07.06.02.*
- *Vested Right -The original developer, Larry Raley, spent a significant amount of money to install the traffic signal and intersection improvements at Matthews Weddington and Antioch Church Road. Due to this investment, Mr. Raley came before council and received a vested right to the use of the property for townhomes.*
- *Legal Counsel - Advised that the current developer, Pulte Homes, can build the project as approved, but will have to comply with all current State and County development regulations that apply to the property. A site plan was produced by Pulte that takes into account the new stormwater and stream buffer requirements, which resulted in a reduction in the number of lots from 65 to 43.*
- *The original conditions of approval for the CZ still apply to the project, including a condition addressing building elevations. Pulte Homes is seeking an amendment to this condition that will allow them to build a product that is in line with their brand.*

LAND USE PLAN AND ADOPTED POLICIES

Land Use Plan

The Land Use Plan shows the property as ***Walkable Activity Center.***

Primary Land Uses:

Sit Down Restaurant, Community-serving Retail, Professional Office, Live/work/shop units, Townhome, Condominium, Apartment, Public Plaza, Movie Theater

Secondary Land Uses:

Farmer's Market, Church

Small Area Plan

Weddington-Matthew Road

Consistency

Development is consistent

Form & Parameters (Land Use Plan)

General Development Pattern	Mix of Uses
Typical Lot Coverage	50 – 75%
Residential Density	10 – 30 DU/ac
Non-Residential Intensity	0.50 – 2.00 FAR
Prevailing Building Height	1 – 5 Stories
Average Dwelling Unit Size	800 – 1,500 SF
Average Non-Residential Building Size	10,000 – 50,000 SF
Transportation Choices	Walking/Bicycle/ Auto/Transit
Typical Block Length	400 – 1,000 LF
Open Space Elements	Neighborhood Parks/Plazas/Pocket Parks
Street Pattern	Modified Grid
Street Connectivity	High
Parking Provisions	Surface Lot/Parking Deck
Typical Street Cross Section	Urban

COMMUNITY MEETING

Meeting: 02/10/2021

Notices were sent to property owners within 500'.

Several members of the community attended the meeting.

PLANNING BOARD

Meeting:

3/16/2021

Recommendation:

Approval with Conditions

SUMMARY OF SUGGESTED CONDITIONS

- Amend condition #2 of CZ07.06.02 to allow the elevations proposed by Pulte Homes.
- All original conditions approved under CZ07.06.02 will continue to apply to the project.
 1. Project is subject to approval from NCDOT, Union County Public Works, DENR, and Town Engineer.
 2. Elevations approved as shown
 3. Setbacks –
 - 30' on periphery of property
 - Front and Rear: 20'
 - Side: 5'
 - Between Buildings: 10'
 - Max Height: 35'
 4. 30' undisturbed buffer along southern property line where adjacent to single family residential. Buffer is inclusive of setback, not in addition.
 5. Sidewalk connecting the commercial portion in the east side of the property to the Town home development
 6. Two (2) lifts of asphalt are required on all streets within the development
 7. The overall density for the project shall not exceed 3.8 units per acre.



CZ20.07.02

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS approval of the requested conditional zoning amendment to allow building elevations approved under the original conditional zoning CZ07.07.02 on property located at Matthews Weddington Road in PID#06087002 to be amended to allow the current builder, Pulte Homes, to build elevations matching their product; and,

WHEREAS the proposed change in building elevations will allow the property to be developed as originally approved by Town Council, and be in keeping with the goals and objectives of the Stallings Comprehensive Land Use Plan of ensuring cohesive development patterns through architectural standards; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO
HEREBY ORDAIN THE APPROVAL OF THE REQUESTED AMENDMENT
CZ20.07.02 ALLOWING AMENDED BUILDING ELEVATIONS AS SUBMITTED.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the _th day of _____, 2020.

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: CZ20.07.02

REQUEST: Amend Condition 2 of CZ07.06.02 to allow for new architectural elevations as proposed.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The **Stallings Town Council** hereby finds that the proposed **conditional zoning** is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document of promoting quality development. At their **May 10, 2021** meeting the **Stallings Town Council** voted to recommend **APPROVAL/DENIAL** of the proposed amendment and stated that the **Town Council** finds and determines that the **conditional zoning** is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed _____.

Wyatt Dunn, Mayor

Erinn Nichols, Town Clerk



MEMO

To: Town Council
 From: Lynne Hair, Planning Director
 Date: April 19, 2021
 RE: DA19.01.06 – Development Agreement Review and Recommendation for Stallings Farms, a mixed residential development located on the intersection of Stallings and Stevens Mill Roads.

Applicant: Stallings Farm Investments, LLC

Request:

Consideration of a Development Agreement for a mixed residential development. The project, Stallings Farms, is a 222 lot, single family residential, walkable neighborhood at the intersection of Stallings Road and Stevens Mill Road, across from Stallings Elementary School.

Project Details:

- The project is part of Stallings Elementary SAP.
- The project consists of three lot sizes: 40', 50', and 60' lot sizes.
- The project is approximately 83 acres, zoned MU-1.
- The proposed density is 2.7 units per acre, or 3.5 units per acre if the dedicated park and is not included.

Stallings Farms is a proposed mixed residential development that includes 83 acres of land that is split by Stallings Road as follows:

Tract	Total Lots	Acreage	40'	51'	60'
West	67	21.17	48	0	19
East	155	61.95	83	22	48
TOTAL	222	83.12	131	22	67

Background:

The original application for this project was submitted in November 2019. Over the past year and a half, the Town has worked with the applicant to ensure that the plan meets ordinance requirements.

The project was forwarded to the DA Sub Committee in February 2020. A TIA had to be provided before the subcommittee process could continue. The applicant entered the TIA process. Due to COVID, the study was delayed. The subcommittee met in January and after negotiations, voted to forward the project onto the Planning Board with a recommendation of approval.

The following conditions have been agreed to by the developer, as a result of Town Council negotiations and are included in the Development Agreement:

1. Landscape plan will be provided for the linear park proposed fronting Stallings, Stevens Mill and Oak Springs Roads and including as an exhibit to the DA.
2. The applicant will consider the use of a specific fruit, nut tree, or unique tree in the linear park,
3. The spine trail located in the linear park fronting Stallings, Stevens Mill and Oak Springs Roads will be maintained by the Town of Stallings; the linear park will be owned and maintained by the HOA. An easement agreement between the Town and the HOA will be provided that will allow the Town access to the spine trail for maintenance purposes.
4. Mast Arms will be installed by the applicant at the intersection of Stallings Road and Stevens Mill Road.
5. Mac McCarley will provide language in the DA that will ensure the installation of the required signal to the intersection of Stallings and Stevens Mill Roads with or without The Willows project moving forward. Tying the installation to the issuance of certificate of occupancy.
6. The pond at the corner of Oak Springs and Stevens Mill Roads will be incorporated into the park and will include a fountain.
7. A playground will be incorporated into the proposed neighborhood.
8. A creek crossing of the greenway trail will be provided on the south east side of the Sweet Birch lots providing a greenway loop and connection into the west side of the neighborhood and to Stallings Road. This trail and connection will be provided in lieu of the proposed parking lot and picnic shelter. It was also agreed that an additional lot could be placed on Sweet Birch with the addition of this creek crossing and additional greenway trail.
9. The applicant will work with the Town on researching and providing low maintenance materials to be used on the greenway bridge connecting the Stallings Spine at North Fork Crooked Creek.

The attached site plan is the final revision resulting from the negotiated conditions.

Additional Information:

TIA:

All improvements as identified in the TIA will be the responsibility of the applicant.

Greenways/Parks:

The applicants are showing the greenway trails that are identified by the Stallings Parks, Recreation, and Greenway Master Plan, including a portion of the Stallings Spine along the property frontage on Stallings and Stevens Mill Roads. Sweet Birch Parks is also located on the subject and will be donated to the Town as a part of the proposed project. In addition to the donated property, the application will also provide a bridge connection from the greenway to the proposed neighborhood and trails to be located to the north. On street parking will also be provided on Sweet Birch Road.

Planning Board Recommendation:

Approve as Submitted (unanimous)

DEVELOPMENT AGREEMENT
BY AND BETWEEN
STALLINGS FARM INVESTMENTS, LLC
AND
TOWN OF STALLINGS

Prepared by and Return to:
Wesley S. Hinson
Hinson Faulk, PA
309 Post Office Drive
Indian Trail, NC 28079

BACKGROUND

1. SFI is the owner of two (2) parcels of land located at the intersection of Stallings Road (S.R. 1365) and Stevens Mill Road (S.R. 1524) in the Town of Stallings, Union County, North Carolina, designated as Union County Tax Parcel Nos. 07099006 and 07099007, and consisting of approximately 83.122 acres as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference. (the “**Property**”) The Property is zoned MU-1.
2. SFI, and its successors in interest, are hereinafter referred to as the “**Developer.**”
3. Developer desires to develop a single-family residential development (the “**Project**”) on the Property in accordance with the terms of this Agreement, the Conceptual Site Plan (defined hereinbelow) and the Town of Stallings Development Ordinance (the “**Ordinance**”) that will contain various sizes of single family detached dwelling units and associated residential amenities as permitted under the Ordinance.
4. 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.
5. 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 _____, 2021 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved on _____, 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 conceptual site plan (as defined in Section 7.7(D)(1) of the Ordinance) for the Project (the “**Conceptual Site Plan**”) attached hereto as **Exhibit B** and incorporated herein by reference.

2. Permitted Uses/Maximum Density. Subject to the limitations set out herein and on the Concept Plan, the Property may be devoted to a single-family residential community containing a maximum of 221 residential units and the incidental and accessory uses and amenities associated therewith and permitted in the MU-1 zoning. The Developer shall construct an install a children's playground as an amenity in the community.

3. Development of the Property. The Project shall be developed in accordance with the schedule set out hereinbelow, 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 availability of county utilities, including but not limited to public water and sewer to serve the Project, force majeure events and general market conditions. 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 ten (10) years of the Effective Date of this Agreement, Developer shall commence the development of the Project.

B. The development of the Project shall be substantially completed within fifteen (15) years of the Effective Date of this Agreement. Substantially completed shall mean that all streets and infrastructure have been constructed and installed on the Property.

4. 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 Conceptual Site 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 also be served by internal public streets and/or internal private streets as depicted on the Conceptual Site Plan, as may be modified during the construction and development permitting process upon the approval of the Development Administrator, the Town Engineer or the NCDOT.

C. Subject to the approval of NCDOT, 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 pursuant to the Traffic Impact Analysis dated December 10th, 2020 prepared by Kimley Horn and Associates or in any amended Traffic Impact Analysis for the Project subsequently approved by NCDOT (collectively, 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 set out in the phasing analysis in the TIA or in any amended TIA approved by NCDOT, and such transportation improvements shall be installed in accordance with the specifications of NCDOT,

including the completion of the following required transportation improvements as reflected on **Exhibit C**, attached hereto and incorporated herein by reference:

- (1) Stallings Road and Stevens Mill Road: Construction of a westbound left turn-lane with 250 feet of storage.
- (2) Stallings Road and Sweet Birch Drive: Construction of a westbound right turn-lane with 100 feet of storage.
- (3) Stevens Mill Road and Oakspring Road: Construction of an eastbound right turn-lane with 100 feet of storage.
- (4) Stallings Road and Access #1:
 - (a) Construction of a northbound left-turn with 100 feet of storage.
 - (b) Construction of a northbound right-turn with 100 feet of storage.
 - (c) Construction of a southbound left-turn with 100 feet of storage.
 - (d) Construction of a single lane ingress/egress on the westbound approach with an internal protected stem of 100 feet.
 - (e) Construction of a single lane ingress/egress on the eastbound approach with an internal protected stem of 100 feet.
- (5) Oakspring Road and Access #2:
 - (a) Construction of a single lane ingress/egress on the eastbound approach with an internal protected stem of 100 feet.
 - (b) Construction of a northbound left-turn lane with 100 feet of storage.
- (6) Sweet Birch Drive and Access #3: Construction of a single lane ingress/egress on the southbound approach with an internal protected stem of 100 feet.

D. Developer shall install decorative mast arms to the future signalization improvements at the intersection of Stallings Road and Stevens Mill Road at the time that intersection is fully signalized.

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.

5. Multi-Use Path/Linear Streetscape Park/Pedestrian and Bicycle Improvements.

A. Developer shall install a 12 foot wide meandering, multi-use path along a portion of the Property's frontage on Stallings Road, Stevens Mill Road and Oak Springs Road, as generally depicted on the Conceptual Site Plan. (the "Multi-Use Path") The Multi-Use Path 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. The Multi-Use Path, once constructed, will be dedicated and maintained by the Town.

B. Developer shall construct a linear streetscape park fronting Stallings Road and Stevens Mill Road as generally depicted on the Linear Streetscape Park Exhibit in **Exhibit D** attached hereto and incorporated herein by reference. (the “Linear Streetscape Park”) The Developer will use a variety of unique trees, both new and existing, throughout the Linear Streetscape Park to enhance the pedestrian experience. Similarly, the Developer will also install a variety of unique and varied decorative plants throughout the Linear Streetscape Park. The Linear Streetscape Park shall be dedicated to and maintained by the homeowner’s association serving the neighborhood.

6. Land Donation and Carolina Thread Trail Installation.

A. Developer shall dedicate and donate to the Town approximately 19 acres for the future Sweet Birch Park as shown on the Conceptual Site Plan. (“Sweet Birch Park”)

B. Developer shall construct a portion of the Carolina Thread Trail within future Sweet Birch Park area as shown on the Conceptual Site Plan. These areas are referred to as the North Fork Crooked Creek Greenway West, Sweet Birch Connector and North Fork Neighborhood Connector in the Town of Stallings Parks, Recreation and Greenway Master Plan. The trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan. Final alignments shall be coordinated with the Town staff through the site planning process.

C. An easement agreement between the Town and the HOA will be provided that will allow the Town access to the respective connector paths and trails as shown on the Conceptual Site Plan for future maintenance purposes.

D. A creek crossing of the greenway trail located within the Sweet Birch Park areas will be provided on the south east side of the Sweet Birch lots as shown on the Conceptual Site Plan which provides a greenway loop and connection into the west side of the neighborhood and to Stallings Road. The Developer will work with the Town on researching and providing low maintenance materials to be used on the greenway bridge connecting the spine trails at North Fork Crooked Creek.

E. The pond at the corner of Oak Springs and Stevens Mill Roads, as shown on the Conceptual Site Plan will be incorporated into the park and will include a fountain for aesthetic value and for water circulation.

7. Architectural and Design Standards. The primary exterior building materials on exterior walls of the single-family residential homes to be constructed on the Property will be a combination of stone, brick and cementitious siding with shake and board and batten accents and architectural shingles. Vinyl shall not be used as an exterior building material, except that vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

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 Conceptual Site 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 E** attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

9. Term. Subject to the terms and conditions contained herein, the term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years thereafter 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. Public water and sewer provided by Union County Public Works will serve the Project. Public water is currently available to the Property. As of the Effective Date hereof, it is unknown if public sewer is available to the Property. In any event, public sewer shall be available to the Property prior to the issuance of the first building permit for the Project.

12. Water and Sewer 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 shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The internal water and sewer lines shall be transferred to Union County for ownership and maintenance after they have been constructed and installed.

13. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. Major substantive modifications to the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. Minor or technical amendments to the terms of this Agreement or the Conceptual Site 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 approved minor, administrative or technical amendments to the Conceptual Site Plan.

14. Recordation/Binding Effect. The Developer shall record this Agreement in the Union County Public Registry within ten (10) days of its full execution. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

15. Periodic Review.

A. Pursuant to N.C.G.S. § 160A-400.27, the Development Administrator or other Town Manager designee shall have the right to 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).

16. Default. The failure of Developer or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by the Town absent its according to Developer the notice and opportunity to cure set out in N.C.G.S. § 160A-400.27. In addition to any other rights or remedies, either party may institute

legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction. Notwithstanding anything contained herein to the contrary, the violation of any rule, policy, regulation, ordinance or law by a 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.

17. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or 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
315 Stallings Road
Stallings, North Carolina 28104
Attn: Town Manager

Developer at: Stallings Farm Investments, LLC
3220 West Hwy 74
Monroe, North Carolina 28110
Attn: Bruce H. Griffin, III

With Copy to: Hinson Faulk, PA
309 Post Office Drive
Indian Trail, NC 28079
Attn: Wesley S. Hinson

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

19. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved

against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

Stallings Farm Investments, LLC,
a North Carolina limited liability company

By: _____
Name: Bruce H. Griffin, III
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: Bruce H. Griffin, III

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

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 Town 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

EXHIBIT "B"

Conceptual Site Plan

EXHIBIT "C"

Traffic Improvement Exhibit

EXHIBIT "D"

Linear Streetscape Park Exhibit

EXHIBIT "E"

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 _____, 2020.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.



**ORDINANCE ADOPTING DEVELOPMENT
AGREEMENT DA19.11.03**

PURSUANT to authority granted by the North Carolina General Statutes, the Town having met all legal requirements of notice and hearing, it is hereby ordained that:

1. Development Agreement DA 19.11.03 is adopted as presented.

This the 210th day of May, 2021.

Wyatt Dunn, Mayor

Attest:

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

EXHIBIT A

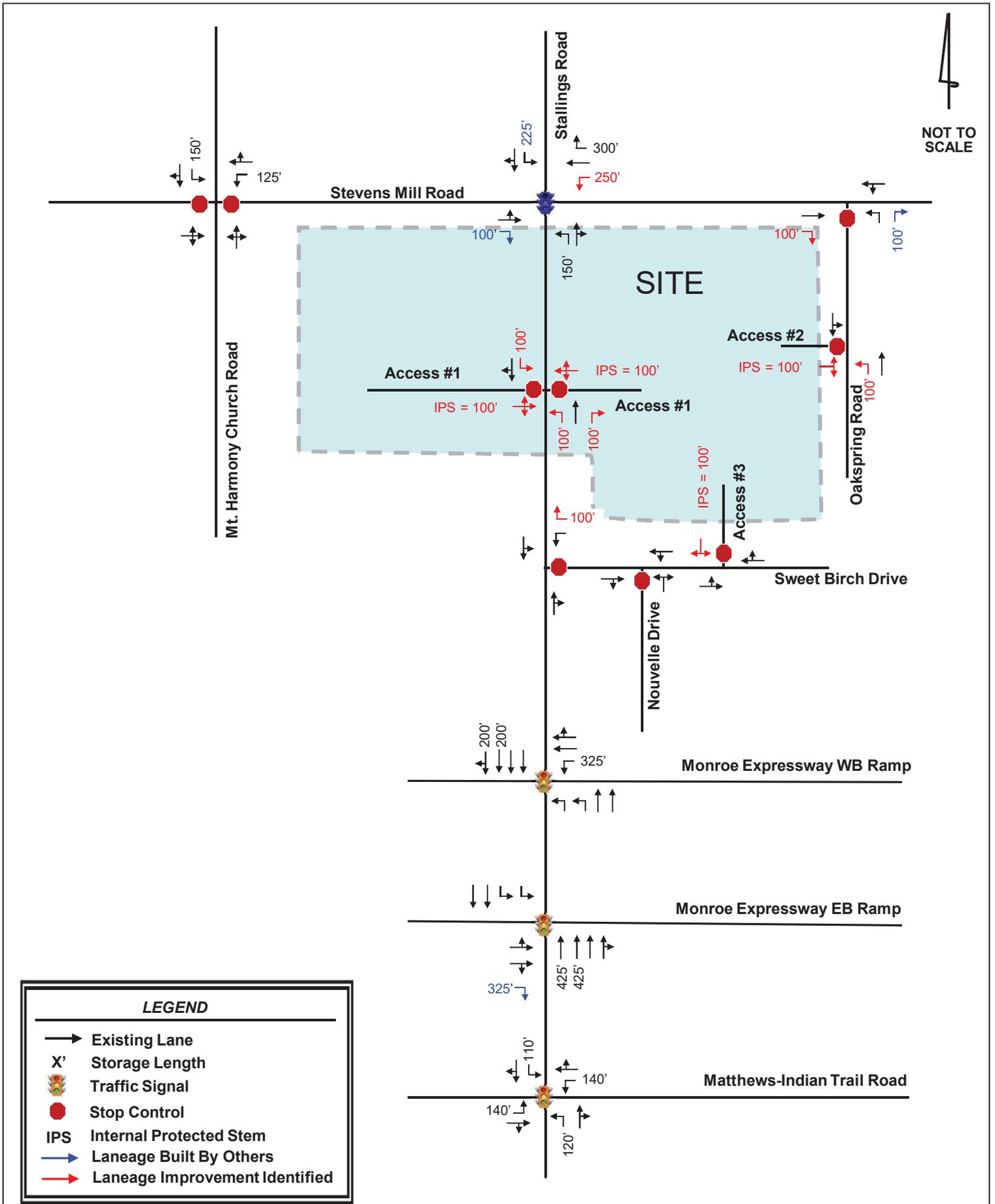
TRACT I

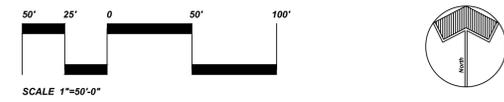
BEGINNING at a point in the centerline of the intersection of the Stevens Mill Road and Stallings Road intersection, said point being identified as the centerline of the 60 foot public right-of-way in the Union County Registry of Deed Book 194 at Page 792, and from said POINT AND PLACE OF BEGINNING continuing along the centerline of the aforementioned Stevens Mill Road South 84-39-40 East 340.78 feet to a point; thence and continuing along the arc of a curve with a chord bearing North 89-18-14 East having a length of 242.26 feet, a radius of 1,150.00 feet and a chord of 241.81 to a point; thence running along the arc of a curve with a chord bearing North 80-08-43 East having a length of 355.47 feet, a radius of 3260.00 feet and a chord of 355.29 to a point; thence continuing along the arc of curve with a chord bearing North 76-44-32 East having a length of 31.78 feet, a radius of 3260.00 feet and a chord of 31.78 feet a point on the centerline of the aforementioned Stevens Mill Road; thence South 01-11-55 West 386.35 feet to an existing iron rebar and continuing the same line 237.86 feet to a set magnetic nail and from said point continuing along the arc of a curve with a chord bearing South 17-00-04 East 128.68 feet in length with a radius of 600.00 feet and a chord of 128.43 feet to a set magnetic nail; thence and continuing along the arc of a curve, following the centerline of Oak Spring Road with a chord bearing South 25-08-09 East having a length of 66.01 feet with a radius of 950.00 feet and a chord of 66.00 feet to a point; thence continuing along the arc of a curve with a chord bearing South 27-56-08 East 26.83 feet with a radius of 950.00 feet and a chord of 66.00 feet to a set magnetic nail; thence South 83-48-07 West 27.01 feet to a set iron rebar; thence South 83-48-07 West 56.13 feet to an existing iron pipe; thence South 00-20-52 West 377.58 feet to an existing iron pipe; thence South 00-17-23 West 154.99 feet to an existing iron pipe; thence South 72-56-10 West 621.65 feet to an existing iron pipe; thence South 42-57-37 East 574.06 feet to an existing solid iron; thence South 42-34-46 East 203.30 feet to an existing iron pipe; thence South 46-02-07 West 400.12 feet to a set iron rebar; thence running generally across the Northeastern portion of Lots 1-8 at the Forest Park Subdivision found in Plat Book 6 at Page 68 and a proposed 60 foot street right-of-way associated with the aforementioned Forest Park Subdivision; thence North 55-49-08 West 1,903.26 feet to a set magnetic nail, said point being the centerline of Stallings Road and; thence running along the arc of a curve with a chord bearing North 41-52-43 East having a length of 499.13 feet with a radius of 7820.58 feet and a chord of 499.05 feet to a set magnetic nail; thence North 39-59-20 East 694.67 feet to a point in the centerline of Stallings Road; thence running along the arc of a curve North 30-44-39 East having a length of 295.09 feet with a radius of 914.43 feet and a chord of 293.81 feet to a point; thence North 21-29-58 East 140.29 feet back to the POINT AND PLACE OF BEGINNING containing 62.173 acres as surveyed by Sidney M. Sandy N.C.P.L.S. on the 23rd day of March, 2005. (Tax ID #07-099-006)

TRACT II

BEGINNING at a point in the centerline of Stallings Road, said point being in the Northeastern most corner of the Robby R. Whitaker property found in Union County Registry Deed Book 377 at Page 863, and from said point and place of beginning North 39-59-20 East 694.67 feet to a point in the centerline of Stallings Road; thence and continuing along the arc of a curve with a chord bearing North 30-44-39 East having a length of 295.09 feet, with a radius of 914.43 feet and a chord of 293.81 feet to a point in the centerline of Stallings Road; thence North 21-29-58 East 140.29 feet to a point, said point being in the center of the intersection of Stallings Road and Stevens Mill Road; thence running with the centerline of Stevens Mill Road North 62-00-45 West 509.36 feet to an existing PK nail; thence South 17-26-24 West 300.16 feet passing a set iron rebar in the Southern edge of the 60 foot public right-of-way of Stevens Mill Road to an existing solid iron; thence North 64-46-36 West 513.03 feet to an existing iron pipe; thence South 22-04-41 West 980.55 feet to an existing solid iron; thence running along the Northern edge of the Robby R. Whitaker property in Union County Registry Deed Book 377 at Page 863, South 75-37-10 East 742.26 feet passing an existing iron rebar at 7.97 feet to a set magnetic nail said point being the POINT AND PLACE OF BEGINNING located in the centerline of Stallings Road and containing 21.172 acres as surveyed by Sidney M. Sandy N.C.P.L.S. on the 23rd day of March, 2005. (Tax ID #07-099-007)

LESS AND EXCEPTING from the above-described tracts all of the property described in that certain Memorandum of Action filed by the North Carolina Department of Transportation Turnpike Authority and recorded on December 28, 2015 in Deed Book 6590, Page 483, Union County Registry, and in that certain Consent Judgment recorded April 16, 2018 in Deed Book 7137, page 782.





PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	CF	<i>Cercis canadensis</i> `Forest Pansy` TM	Forest Pansy Redbud	8` Ht.	15
	CJ	<i>Cryptomeria japonica</i>	Japanese Cedar	6` Ht.	30
	MP	<i>Magnolia x soulangeana</i> `Purpurea`	Purple Saucer Magnolia	8` Ht.	30
	PT	<i>Prunus cerasifera</i> `Thundercloud`	Thundercloud Plum	8` Ht.	26
	QH	<i>Quercus lyrata</i> `QLFTB` TM	Highbeam Overcup Oak	2" Cal.	17
	UB	<i>Ulmus parvifolia</i> `UPMTF` TM	Bosque Lacebark Elm	2" Cal.	26
	ZV	<i>Zelkova serrata</i> `Village Green`	Sawleaf Zelkova	2" Cal.	17
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	DU	<i>Distylium x `PIIDIST-I`</i> TM	Emerald Heights Distylium	7 gal.	99
	IJ	<i>Ilex crenata</i> `Steeds`	Steeds Japanese Holly	7 gal.	36
	LP	<i>Loropetalum chinense</i> `Purple Diamond`	Fringe Flower	7 gal.	108
	OH	<i>Osmanthus heterophyllus</i> `Goshiki`	Goshiki Holly Olive	7 gal.	66

TOWN OF STALLINGS LANDSCAPE NOTES:
 1. ALL PLANTING AND LANDSCAPE SHALL BE IN ACCORDANCE WITH ARTICLE 11 OF THE TOWN OF STALLINGS DEVELOPMENT ORDINANCE.
 2. SEE CIVIL ENGINEERING DRAWINGS FOR REQUIRED TREE CONSERVATION AREAS/CALCULATIONS, AND BUFFER LOCATIONS/DIMENSIONS.

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 (704) 862-4222
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NO.	DATE	BY	ISSUE

STALLINGS FARMS
 STALLINGS, NC
 STALLINGS FARM INVESTMENT, LLC.
 2500 W. ROOSEVELT BLVD.
 MONROE, NC 28110

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	JOB NUMBER
GRF	GRF	JHR	2/14/21	6463
Scale	AS SHOWN			

PRELIMINARY
 NOT FOR
 CONSTRUCTION

Linear Park
 Conceptual
 Landscape



MEMO

To: Mayor and Council
From: Alex Sewell, Town Manager
Date: 4/6/21 (5/5/21 Update in red text)
RE: **DFI - Proposal to Provide Phase 1 Downtown District Feasibility Assessment Services**

5/5/21 Update – At the 4/12/21 Town Council Meeting, the Council decided to revisit this topic at the 5/10/21 Council Meeting, which would allow Council Members to send questions about this contract to staff. To date, staff have not received any questions. Notably, the Council did briefly discuss the DFI proposal as part of the budget discussion on 4/19/21. **Please note that the Mayor plans to remove this item and postpone it until the budget is finalized.**

Purpose: In accordance with the Town Council priority of creating a downtown and the Town's Downtown Action Plan, this memorandum provides background and context on the Development's Finance Initiative's ("DFI") proposal to assist the Town in downtown development (Phase 1 of Feasibility Assessment Services) in advance of the 4/12/21 Council Meeting. DFI representatives plan to attend this meeting to discuss the proposal with Council.

Background:

- A Town Council top priority is downtown creation.
- During the Council's 2021 Annual Retreat, downtown expert panelists expressed concerns as to whether the Town's vision aligns with market realities and whether the Town's implementation strategy was "underfunded" in resource commitment, expertise capacity for various development efforts including public-private partnership creation, and site control.
- To address the concerns raised by the downtown expert panel, the Town's downtown action plan calls for the Town to consider partnering with the DFI for expert guidance and support on proactively spurring positive downtown development.
- DFI has submitted a proposal for start assisting the Town with downtown development.

What is Development Finance Institute?

- Development Finance Initiative was established in 2011 by the UNC Chapel Hill School of Government to assist communities in North Carolina with achieving their community economic development goals. DFI partners with communities to attract private investment for transformative projects by providing specialized finance and real estate development expertise.

DFI Proposal:

- Enclosed is DFI's proposal to Provide Phase 1 Downtown District Feasibility Assessment Services.

- The flat fee cost for the services is \$70,500, which can be paid in 2 installments of \$35,250 each.
- The timeline for completion is 6 months.
- Expressed next steps would be for a subsequent phase 2 agreement where DFI would provide additional pre-development services for the site(s) over which the Town gains site control. Phase 2 services would involve an additional refined financial feasibility analysis and the identification of a private development partner. Phase 2 services would require a separate contract and fee.

Next Steps: If Council wishes to proceed with working with DFI, then the next step would be to authorize and direct staff to execute a contract with DFI per the terms of enclosed proposal contingent on Town Attorney approval and begin work. A budget amendment would be needed. Alternatively, the Council could wait until budget workshops to decide on this or make any other decision the Council deems appropriate.

MEMORANDUM

To: Alex Sewell, Town Manager, Town of Stallings
From: Marcia Perritt, Associate Director, Development Finance Initiative
Date: March 12, 2021
Re: Proposal to Provide Phase 1 Downtown District Feasibility Assessment Services

UNC-Chapel Hill Development Finance Initiative

The UNC Chapel Hill School of Government (SOG) established the Development Finance Initiative (DFI) in 2011 to assist communities in North Carolina and beyond with achieving their community economic development goals. The SOG is the largest university-based local government training, advisory, and research organization in the United States. DFI partners with communities to attract private investment for transformative projects by providing specialized finance and real estate development expertise.

Request for Technical Assistance

The Town of Stallings requested technical assistance from DFI in March 2021 with evaluating the feasibility of establishing a downtown district and attracting private investment to assist in realizing this vision. The largely new construction, mixed-use downtown district is a top community economic development priority for the town. Several factors, including historic and projected population growth, indicate that the Town of Stallings may be well-poised to support a new downtown district. There are significant transportation investments underway, such as the widening of Old Monroe Road and the expansion of the LYNX Silver Light Rail to better connect Stallings to the Charlotte metro region. Additionally, Atrium Health recently broke ground on a new 150,000 square foot hospital within the town limits.

In anticipation of this project, the Town of Stallings has made significant public investments in the proposed downtown district area, including an award-winning central park, new Town Hall and public works facility, and streetscape enhancements. The town also developed a design-driven small area plan that outlines a conceptual vision for a mixed-use downtown, created a downtown steering committee, and began land acquisition outreach to private property owners within the proposed downtown district.

While that visioning work is helpful in gaining consensus among key stakeholders for a general development concept, to make the concept become a reality, it should be tested

through feasibility analysis and brought to the market—that is, the concept should be proven in a way that would satisfy developers, investors, and lenders that the vision is feasible given current market and development conditions. DFI proposes to conduct this necessary feasibility analysis and create a market-feasible program of development, while regularly seeking feedback and engagement with Stallings officials. Once a market-feasible development program has been endorsed by Town Council, DFI will identify development partners with the experience and track record to make the vision a reality within the context of the actual market in Stallings.

Scope of Services

The following Scope of Services outlines the activities that DFI would conduct to support the Town of Stallings in evaluating the feasibility of its downtown district vision and formulating an implementation strategy to execute this vision. DFI proposes conducting this work in phases. The first phase, described below, would focus on 1) understanding current market and development conditions and 2) advising the Town on additional site control of privately-owned parcels that present key development opportunities within the proposed downtown district, herein referred to as the “Project Area”.

Phase 1: Public Interests, Market Analysis, & Acquisition Strategy

1. Conduct a community scan, which is an analysis of market-relevant demographic and socioeconomic data, as well as a review of current and historic plans, visioning documents, studies, research, development proposals, conceptual renderings, notes from public input sessions, and other materials relevant to the Project Area;
2. Collect and analyze relevant data for a parcel analysis to understand current market conditions (sales trends, vacancy, land use, common ownership, and underutilization, pending available data) for the Project Area;
3. Conduct small group community engagement activities (approximately 8 to 10 one-on-one telephone conversations) as it relates to stakeholder priorities and input for downtown development;
4. Conduct a market analysis to assess the supply and demand for different uses within the Project Area including retail, multifamily residential, office, and hospitality;
5. Establish guiding public interests for the Project Area in collaboration with the Town of Stallings;
6. Conduct a high-level site analysis, examining topography, hydrology, infrastructure, etc. to gain a general understanding of development opportunities and constraints within the Project Area;
7. Identify opportunities for additional site control within the Project Area;

8. Provide high-level advising on financing and structuring public participation in the Project Area, if necessary, including use of development finance tools (federal and state tax credits, district designations, etc.); and
9. Make recommendations related to acquisition of key parcels and advise the Town on next steps.

This Scope of Services does not include services that require a licensed broker or licensed attorney to perform. In addition, the scope does not include tasks associated with site planning expertise from architects or engineers, nor does it include site preparation expenses such as land survey, soil samples, and environmental testing (if such services are required, DFI will advise the Town of Stallings to obtain such services from third parties). The fee accounts for efficiencies gained from utilizing virtual meeting tools rather than in-person meetings.

Deliverables

Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the Town regarding the above Scope of Services.

Timeline

The timeline for the above Scope of Services is estimated to be 6 months.

Fee

The flat fee for the above Scope of Services is \$70,500. This flat fee is payable over two installments of \$35,250 each.

Potential for Phase 2: Attract Private Development Partner

Pending the outcome of this analysis and the Town's interest, DFI is able to provide additional pre-development services for the site(s) over which the Town gains site control. Phase 2 services would involve additional refined financial feasibility analysis and the identification of a private development partner. Phase 2 services would require a separate contract and fee.



MEMO



To: Mayor and Council
From: Dennis Franks, Chief of Police
Via: Alex Sewell, Town Manager
Date: May 4, 2021
RE: position reclassification and part time position request

Purpose: This memorandum is put forth to request that the Stallings Police Department's vacant, civilian crime scene technician position be reclassified to a sworn detective position. This reclassification creates enough savings to also allow for the Department to fund a part-time desk/records position with no additional cost to the Town.

Reclassification from non-sworn and adding a part-time, evening desk /records position will create many benefits to the Town.

Benefits of reclassifying civilian crime scene technician to sworn, detective position:

- Offsets case load of CID lieutenant-allowing him to focus on departmental accreditation effort.
- Increased ability to retain officers due to multiple opportunities within the agency.
- Increased benefit to recruiting highly qualified officers knowing there are different career paths other than patrol.
- Sworn crime scene technician has higher value as they can process crime scenes, have active participation in investigations, and conduct arrests.
- Potential revenue increases in Department of Justice and Treasury funds for future departmental needs.

Benefits of part-time, evening desk/records clerk:

- Enhances services offered to the community.
- Allows greater access to police department after normal business hours.
- Allows Department to offer extended level of service.

Background: The Department's civilian crime scene technician, retired on March 31, 2021. The duties of this position included availability for callouts to process crime scenes, minor evidence processing on items logged into evidence (dust for latent prints), maintaining our evidence vault, DCI contact for the State, and record keeping duties utilizing our report management system. Over the last two years our crime scene investigator was called out 14 times to process crime scenes. Only four of those calls occurred outside of normal business hours.

Since enacting the department re-organization this past summer, we have been working towards redundancies in the crime scene investigator's duties, knowing that his retirement was imminent. This has been accomplished by our Special Services command staff. Our newly hired records technician has absorbed much of the records and reporting aspect of the crime scene technician's job.

Proposal: I am proposing that this vacant position be converted to a sworn police officer position. This position would be classified as a detective. The person who fills this position will be trained as a crime scene technician through the North Carolina Justice Academy. That

training will allow us to continue to maintain the expertise of a crime scene investigator but will also allow the position to do much more. An additional detective will be utilized to offset current case assignments. The overarching plan is to have this position assigned to one of the many federal task forces that are in existence in the Charlotte metropolitan area. As of this writing many of the task forces are looking for officers from local departments to participate. At one point, SPD had an officer attached to the Homeland Security Investigations Task Force at the Charlotte Airport. Having an officer on a task force will serve many purposes: it will help with our recruitment and retention, and officers will know that there is more than just one detective position and patrol to work during their career. Most officers realize that only so many people can get promoted, but if we have ancillary positions (SWAT, K9, Traffic Safety Team, bike patrol, task force officer) that will motivate them to stay and try to become part of these specialized teams. Secondly, being part of a federal task force puts our officers in a position to make the department more likely to receive asset forfeiture funds. Obviously though, the intent of any specialized team is not about the money, but rather about the safety and security that we create for our community. Lastly, participating in the larger law enforcement community helps prevent crime on a larger scale. If we can help prevent crime at the top, the prevention trickles down into our town and helps keep the community safer. Secondly, the creation of a part-time, second shift desk clerk will enhance our ability to connect with the community and enhance the level of service the SPD can provide to the community. The Department has had several times where citizens have come to the police department, after 5PM, in efforts to get copies of reports or other inquiries, only to discover that the building is closed. This additional position would allow the community greater access to the police and serve our community to the highest level. This position will also increase security as the community returns to normal operations, post COVID-19. Once meetings begin in person this will be an additional point of contact for visitors as well as other town employees, if any after hour assistance is required.

Costs: The reclassification from non-sworn to sworn and the hiring of a part time records clerk will have no additional costs to the Town. The salary from the retired crime scene technician and the salary difference between our former records clerk and new records clerk exceed the amount it will cost to hire a new police officer and part time clerk.

Conclusion: In conclusion, transitioning the current non-sworn crime scene technician to a sworn position both saves money and will enhance the duties of this position. Additionally, the SPD could increase its revenue stream by higher level of asset forfeiture funds coming into the department. There are no additional costs for this position as the vehicle is already in the SPD fleet. It would only require the direct hiring of a detective or the internal promotion of someone to this position. Also, the creation of a part-time desk clerk would have no cost on the department as the funds are already in existence from the savings from our crime scene technician and former records technician's separation from the department. This second shift position would enhance our ability to connect with the community and enhance the level of service the SPD can provide to the community.

Recommendation: I am requesting that Council approve converting our civilian crime scene technician position (Grade 15) to a sworn, police officer position (Grade 18). I am also requesting that Council authorize the Department to use the salary differences to fund a part-time front desk/records position (Grade 12). This position would work 19 hours a week (M-Th 5PM-9PM and Fr 5PM-8PM). The reclassification and new position will require no additional funds or costs to the Town.

