



**June 24, 2019**  
 Stallings Town Hall  
 315 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://www.stallingsnc.org)

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:20 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i>  <b>Motion:</b> I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____
2.	7:35 p.m.	DA19.03.02 - Solis at Chestnut Development Agreement A. Information from Staff B. Information from Applicant C. Council Vote	Alex Sewell, Town Manager	Approve/Deny development agreement.  <b>Motion:</b> I make the motion to approve/deny Solis at Chestnut Development Agreement.
3.	8:15 p.m.	Annexation 52 – Arant/Northeast Tool A. Certificate of Sufficiency B. Resolution Fixing the Public Hearing Date	Erinn Nichols, Deputy Town Manager	Approve resolution.
4.	8:20 p.m.	Opening Burning Ordinance Amendment	Kolleen Dickinson, Code Enforcement	Approve ordinance amendment  <b>Motion:</b> I make the motion to approve the Opening Burning Ordinance Amendment.
5.	8:30 p.m.	Balanced Scorecard	Alex Sewell, Town Manager	Discussion and possible action
6.	8:50 p.m.	Development Agreement Subcommittee Process	Alex Sewell, Town Manager	Approve Balanced Scorecard
7.	9:00 p.m.	Development Agreement Training	Wyatt Dunn, Mayor	Discussion and possible action.
8.	9:10 p.m.	Adjournment	NA	<b>Motion:</b> I make the motion to adjourn.

# Development Agreement

Solis @ Chestnut Farm

1

## Adopted Development Agreement Process

- DA Application Submitted
- Technical Review Committee
- Staff Meeting/Negotiations
- Sub Committee Meeting/Negotiations
- Planning Board Review
- Town Council Public Hearing/Decision

2

## Solis Project - Most Recent Process Background

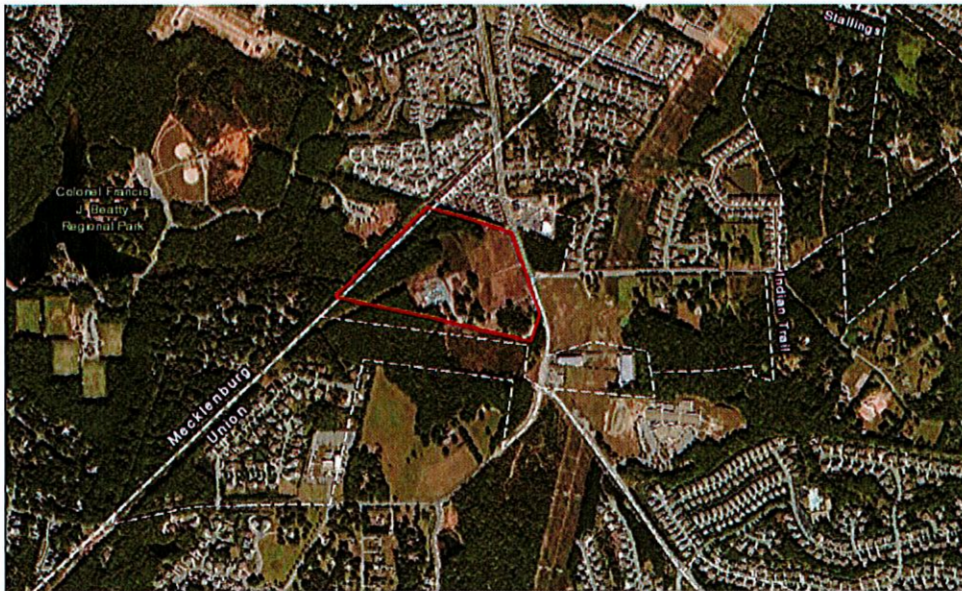
At the 5/28/19 Town Council meeting:

- Public Hearing occurred; and
- Council voted to delay decision and send the matter back to subcommittee.

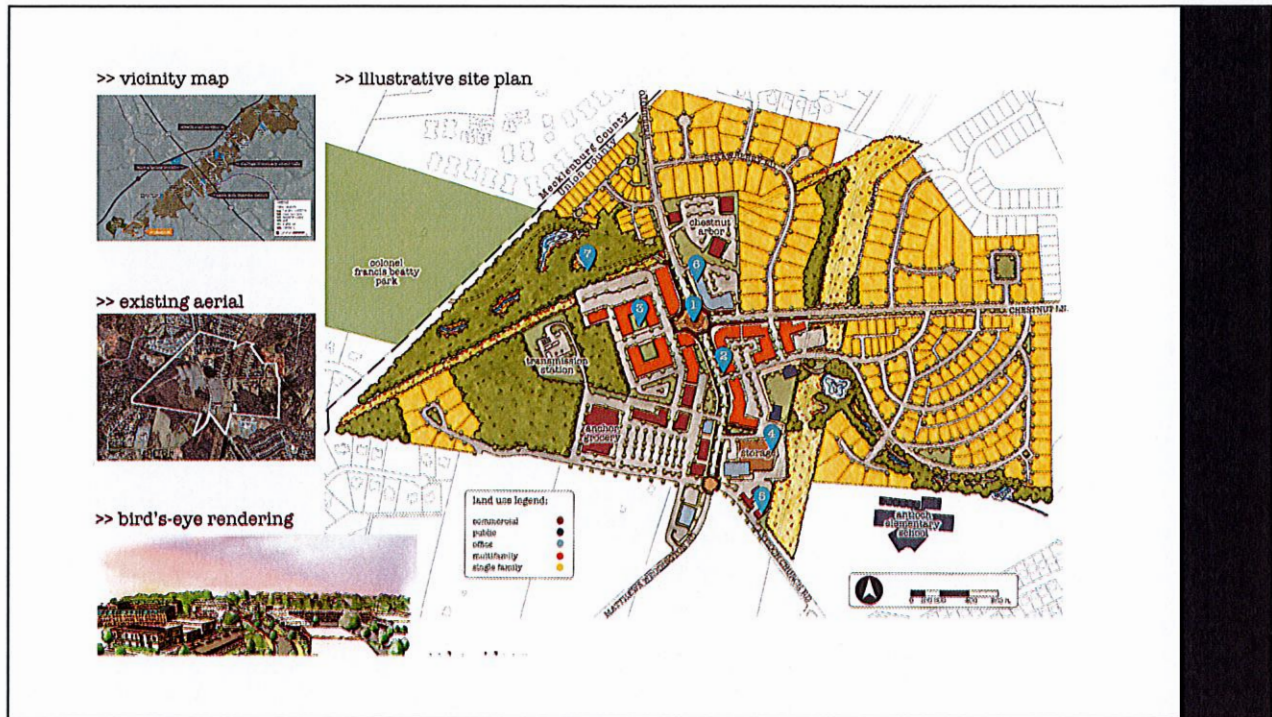
At the 6/6/19 subcommittee meeting:

- Several issues including roundabout timing were discussed; and
- The Council members at the subcommittee meeting requested the item be placed on the 6/24/19 Town Council Meeting agenda.

3



4



5

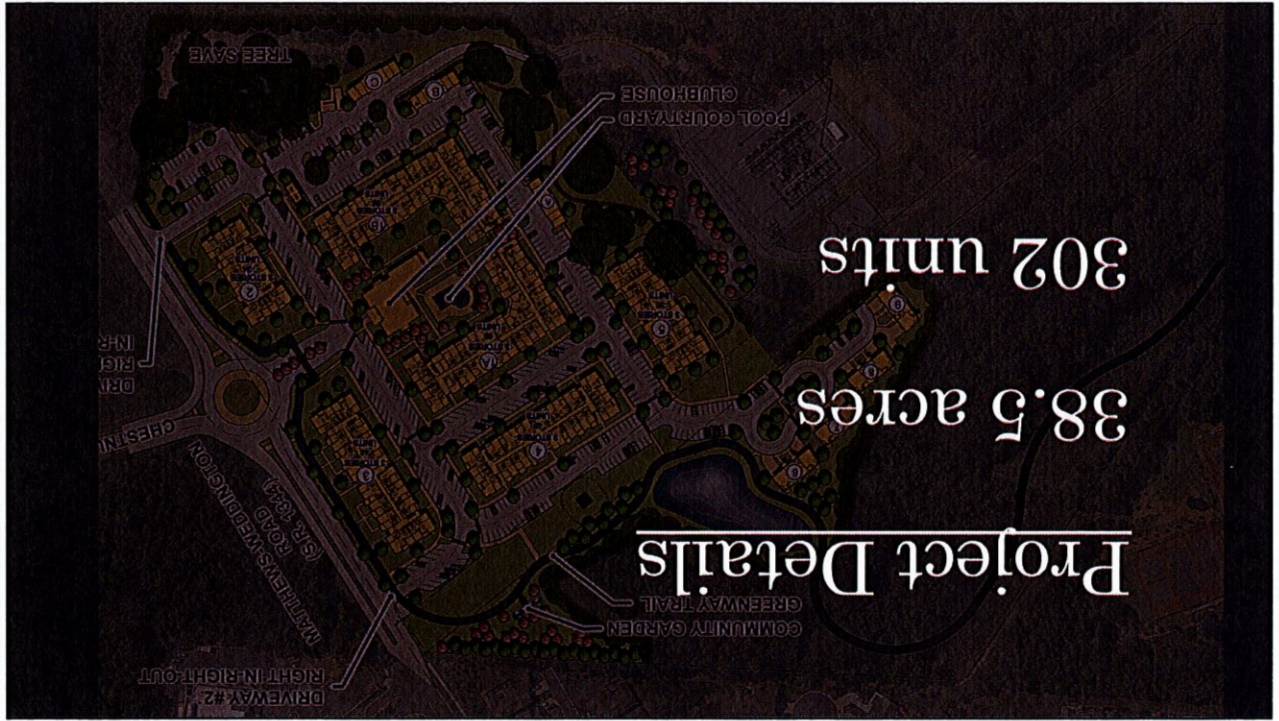
# Property Zoning

MU-2

Apartments are an approved use

Not a Rezoning

6





9

### Solis Chestnut Club Building



10

10

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into this 24th day of June, 2019 (the "Effective Date") by and between Terwilliger Pappas Multi-Family Partners, LLC, a North Carolina limited liability company, or assigns ( "Developer"), and the Town of Stallings, a North Carolina municipal corporation (the "Town"). \*

STATEMENT OF PURPOSE

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

## BACKGROUND

1. At such time as this Agreement is recorded, Developer shall be the owner of a certain parcel of land containing 32.07 acres, more or less, located generally at the intersection of Matthews Weddington Road (S.R. 1344) and Chestnut Lane in the Town of Stallings, Union County, North Carolina (the "Property"), such Property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
2. On November 27, 2017, the Town adopted the Town of Stallings Comprehensive Land Use Plan (the "**Land Use Plan**"). The Land Use Plan contains, among other things, small area plans for three key areas within the Town's corporate limits, one of which is the Chestnut Small Area Plan, approved by the Stallings Town Council on January 28, 2019 (the "**Small Area Plan**"). The Property is located within the area subject to the Small Area Plan and the Small Area Plan recommends multi-family dwelling units on the Property. On January 28, 2019, the public hearing for Zoning Case Number RZ19.01.01, a map amendment pursuant to Section 5.3-3(C)(2), was held before the Town Council of the Town of Stallings to rezone the Property from SFR-1 to MU-2 to accommodate the future development of the Small Area Plan. The Property was rezoned, by unanimous vote of the Town Council of the Town of Stallings, to MU-2, a zoning classification that permits multi-family dwellings.
3. On March 11, 2019, the public hearing for Zoning Case Number TX.19.02.01 was held before the Town Council of the Town of Stallings to allow a building height of up to forty-one feet (41') for the multi-family buildings within the MU-2 Zoning District. The text amendment was approved by the Town Council of the Town of Stallings.
4. Developer desires to develop the Property (the "Project") generally in accordance with the conceptual plans, attached as Exhibit "B" and incorporated herein for all purposes, and intends to submit to the Development Administrator a site development plan to be approved by the Development Administrator in accordance with the Town of Stallings Development Ordinance (the "Zoning Ordinance").

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 that it may proceed with the development of the Project in accordance with the the provisions hereof and that development standards will remain stable throughout the period of development in accordance with Section 160A-400.20 et. seq. of the North Carolina General Statutes .

## 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 Board conducted a public hearing on May 28, 2019 and approved the subsequent execution of this Agreement on June 24, 2019 in accordance with the procedures set out in G.S. 160A-364.



2. Permitted Uses/Maximum Density. The Property is located in, and may be devoted to the uses permitted in, the MU-2 zoning district. A concept site plan is attached hereto as Exhibit "B" and incorporated herein for all purposes.

3. Development of the Property. The Property may be developed in accordance with the site development plan, which shall be submitted to, and is subject to the approval of, the Development Administrator, the associated permits, the applicable provisions of the Zoning Ordinance and the terms of this Agreement. The parties understand and agree that the zoning of the Property is the result of a map amendment pursuant to Section 5.3-3(C)(2) of the Zoning Ordinance. In compliance with the Zoning Ordinance, the map amendment was approved without consideration of any specific proposal for the use and development of the Property. Approval of this Agreement pursuant to Section 160A-400.20 et. seq. of the North Carolina General Statutes does not confer additional authority to the Town to consider the development of the Property or to impose conditions or restrictions beyond those allowed by the Zoning Ordinance. The agreements of the Developer herein are voluntary agreements. The attached plan is for reference only and is conceptual in nature and changes to building size and location and footprint as well as infrastructure design and location, may be modified during the construction phase of the Project.

4. Transportation Improvements. Developer shall install or pay in lieu of, as applicable, the transportation improvements described in Exhibit "C", which is attached hereto and incorporated herein for all purposes in connection with the issuance of the driveway permits for the Project.

5. Architectural Elements. The Project shall include some or all of the architectural elements, at Developer's discretion, described in Exhibit "D", which is attached hereto and incorporated herein for all purposes. Height, lot dimensions and densities of the site development plan submitted to the Development Administrator shall be in compliance with the Agreement and the Ordinance.

6. Law in Effect on the Effective Date Governs the Development of the Project. Developer shall have a vested right to develop the Project in accordance with the development standards in effect on the Effective Date during the entire term of this Agreement. Pursuant to G.S. 160A-400.26 and except as provided in G.S. 160A-385.1, the Town may not apply subsequently adopted ordinances or development policies to the Project during the term of this Agreement without the written consent of Developer. Additionally, no future development impact fees shall apply to the Project without the written consent of Developer, including any fees related to the adequate public facilities or other development impact fees. This Agreement does not abrogate any rights preserved by G.S. 160A-385 or G.S. 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. The Town agrees that the specific laws, land development regulations and ordinances in force as of the date of this Agreement are more particularly set out in the Zoning Ordinance in effect on the Effective Date.

7. Term. The term of this Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter on June 23, 2034 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; provided, however, the covenants and restrictions contained herein shall continue to run with the land.

8. Local Development Permits. In accordance with 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 (NCDEMLR & NCDEQ);
- (b) Wetlands (Army Corp of Engineers);
- (c) Water Extension Permit (Union County);
- (d) Sewer Extension Permit (Union County);
- (e) NCDOT Encroachment Permit;
- (f) NCDOT Entrance Permit;
- (g) Building Permits; and
- (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.

9. Public Facilities. The following public facilities will serve the Project: Public Sewer and Public Water.

10. Sewer and Water Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install the water and sewer lines to be located within the Project (the "Internal Water and Sewer Lines"). The Internal Water and Sewer Lines shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be privately maintained by the Developer.

11. Intentionally Deleted.

12. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. An amendment to the Zoning or CUP pursuant to the Zoning Ordinance shall not require an amendment to this Agreement. An amendment to the site development plan approved by the Town of Stallings Development Administrator and in accordance with the Zoning Ordinance shall not be considered an amendment to this Agreement.

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

approved Agreement shall be executed by the Town and Developer promptly after the recording of the deed to the single purpose entity created by Developer to take title to the Property

14. Periodic Review.

(a) Pursuant to G.S. 160A-400.27, the Zoning Administrator or other Town Manager designee shall conduct a periodic review, (the "Periodic Review") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

(b) If, as a result of the Periodic Review, the Town finds and determines that Developer has committed a material breach of the terms or conditions of this 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, the notice of termination or modification may be appealed to the Town Board of Adjustment in the manner provided by G.S. 160A-388(b1).

15. 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 G.S. 160A-400.27. The parties to this Agreement recognize that, in addition to other remedies that may be available, the Town has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. Subject to the terms of this Agreement, in the event that Developer or any user on the Property violates the rules, policies, regulations or ordinances of the Town or violates the terms of this Agreement, the Town may, without seeking an injunction and after ten (10) days' notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. 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 this Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purpose of this 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.

16. 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 (5<sup>th</sup>) 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: Alex Sewell, Town Manager  
Town of Stallings  
315 Stallings Road  
Stallings, NC 28104

Developer at: Terwilliger Pappas Multi-Family Partners, LLC  
4777 Sharon Road, Suite 550  
Charlotte, NC 28210  
Attn: Jeff Smith and Tom Barker

With a copy to: Kirk, Palmer & Thigpen  
1300 Baxter Street Suite 300  
Charlotte, NC 28204  
Attn: Bobby Hinson

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. Agreements to Run with the Land. This Agreement shall be recorded in the Union County Registry. The Agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property, beyond the term hereof in perpetuity.

24. 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.

25. 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.

26. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any 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.

27. 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.

28. Greenway, Open Space and Tree Save. Greenway trails will be constructed on the Property as a part of the Project as shown on the Trail and Sidewalk exhibit attached hereto as Exhibit "E" and incorporated herein by reference. The greenway trails shall meet the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan. Greenway trails and signage will be built to Town specifications and installed at Developer's expense. The greenway trail shown on Exhibit "E" shall be donated to the Town at no cost to the Town and placed into the Town's trail maintenance system. The areas shown as "Protected Tree" and "Protected Grove" on Exhibit "F" are intended to be undisturbed except as shown on Exhibit "F".

29. Roundabout Improvements. In the event NCDOT Project U-6091 (the “Roundabout”) is not fully funded by the North Carolina Department of Transportation (“NCDOT”) by August 31, 2019, Developer shall immediately contact NCDOT and offer to use its best efforts to work with NCDOT to insure completion of the Roundabout, which efforts may include providing sitework, stormwater mitigation, easements, grading, facilitating utility relocation and providing a financing mechanism that is acceptable to the Developer and NCDOT. No such agreement or financial mechanism shall obligate the Town to reimburse Developer for such funding or improvements other than the amount of \$350,000 (the “Town’s Share”) that the Town has already committed to the Roundabout. These efforts on the part of Developer are offered in order to meet the Town’s objective of installing the Roundabout and are in addition to the TIA Requirements and the voluntary contribution by Developer of \$87,500 toward the Town’s Share.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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

Developer:

**TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC**, a North Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTH CAROLINA**

**UNION COUNTY**

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is \_\_\_\_\_ of \_\_\_\_\_, LLC, a North Carolina limited liability company, and that he, as \_\_\_\_\_, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

\* The parties acknowledge that Developer shall create a single-purpose limited liability company to hold title to the Property at the time Developer closes on the purchase of the Property and it is contemplated that this Agreement shall be revised to reflect that such entity is Developer and shall be executed by such single-purpose entity and recorded after the deed into such entity is recorded.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

The Town:

**TOWN OF STALLINGS**, a Municipal Corporation

By: \_\_\_\_\_

Name: Alex Sewell

Title: Town Manager

**NORTH CAROLINA**

**UNION COUNTY**

I, a Notary Public of the County and State aforesaid, certify that Alex Sewell, personally came before me this day and acknowledged that he is the Town Manager of the Town of Stallings, and that he, as Town Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**EXHIBIT "A"**  
**Property Description**

**BEGINNING** at a computed point in the centerline of the right-of-way for Matthews-Weddington Road, a 60 foot right-of-way, said point also being the Southeastern most corner of the EPCON Weddington LLC property recorded in Deed Book 6107, Page 661 of the Union County Registry, said point having North Carolina Grid coordinate values of Northing 482723.59, Easting 1483007.08; thence from the point and place of beginning along the centerline of the aforementioned Matthews-Weddington Road eight calls as follows: (1) S 18-51-42 E 80.58 feet to a point; (2) S 18-31-28 E 136.71 feet to a point; (3) S 18-26-48 E 133.19 feet to a point; (4) S 18-12-33 E 148.62 feet to a point; (5) S 18-11-08 E 117.61 feet to a point; (6) S18°56'07"E 61.72 feet to a point; 7) S18°15'05"E 29.71 feet to a point; 8) S18°14'36"E 99.22 feet to a computed point in the centerline of Matthews-Weddington Road; said point being the Northeastern most corner of Stallings Investors I LLC property, recorded in Deed Book 5762, Page 388 of the Union County Registry. Thence from said computed point and running with the Stallings Investors I LLC property , S 18-45-19 W and passing an iron found at 75.92 feet, a total distance of 357.20 feet to an iron pin found; thence N 75-44-45 W 340.14 feet to an iron pin found; thence N 75-48-13 W 234.98; thence N 24-52-12 W 725.46 feet to an iron found in the 68' Duke Power Right-of-Way; thence S 65-07-48 W 896.10 to a point in the line of the Shirley F. White Trustee Property recorded in Deed Book 4034, Page 771 of the Union County Registry; thence with the White property N 75-55-00 W 331.64 feet to an iron found, a common corner with the property of Mecklenburg County recorded in Deed Book 6080, Page 693 of the Mecklenburg County registry; thence with the Mecklenburg County property N 47-32-16 E 1301.24 feet to an iron found, a common corner of the Mecklenburg County property as well as the EPCON Weddington LLC property; thence from and running with the EPCON Weddington LLC property S 72-48-01 E 938.96 feet total with an iron set on the Matthews-Weddington Road at 901.85 feet to the point and place BEGINNING, containing 32.07 Acres as shown on a survey by Lawrence Associates dated October 22, 2018.

**EXHIBIT "B"**  
**The Conceptual Plan**

The Conceptual Plan is schematic in nature and exact locations and footprints of buildings and infrastructure may be altered during the site development plan approval and construction phase of the Project to accommodate design or engineering requirements.



SCALE 1" = 80'  
11.9.2019



**SOLIS CHESTNUT FARM**  
STALLINGS, NORTH CAROLINA



**EXHIBIT "C"**  
**Description of Transportation Improvements**

The below transportation improvements shall be completed in accordance with the provisions of that one certain Traffic Impact Analysis prepared by Kimley-Horn and Associates, Inc., dated April 8, 2019 and generally as set forth on the Plan.

**Infrastructure Improvement Costs**

Solis Chestnut Farm

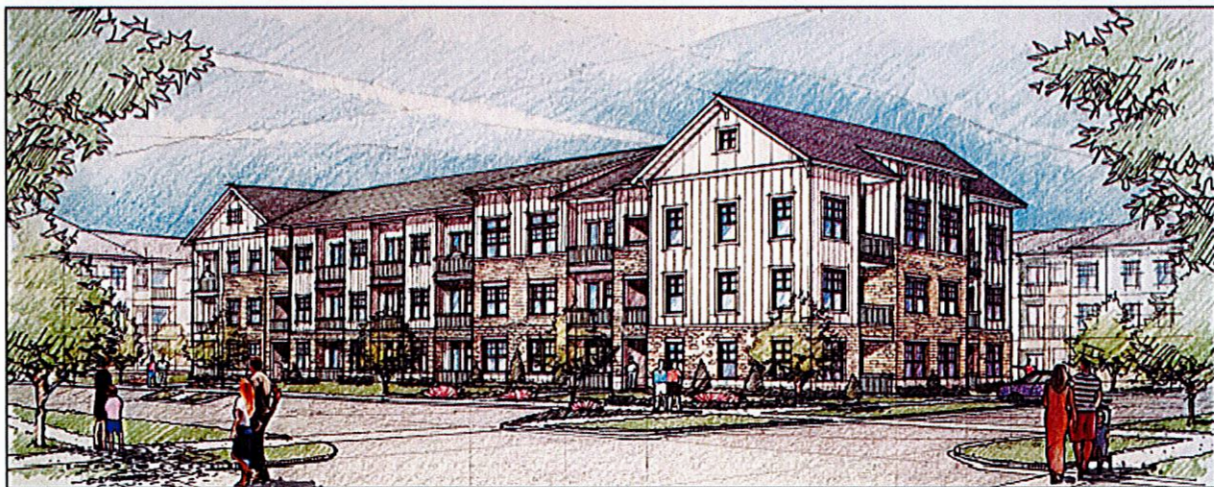
5/20/2019

# Item	Estimate
<b>TIA</b>	
1 MW Rd / Antioch Church Rd Signal	35,000
2 Construction of medians for right-in, right-out driveways (pink)	108,113
3 Pedestrian crossings and handicap ramps at roundabout (blue)	35,000
4 Sidewalk widening along M-W Road to conform to Greenway trail spec (green)	17,500
5 Right turn lane and 50 ft storage/100ft taper from roundabout to southern right in right out (tan)	87,750
<b>Stallings Request, not in TIA</b>	
6 Existing Roundabout Improvements	87,500
7 Greenway Trail & Bridge	180,000
<b>Result of Roundabout Improvements</b>	
8 Move Above Ground Power Lines	150,000
<b>Total</b>	<b>700,863</b>

In the event the property (the "Adjacent Property") to the south of the Property is developed in accordance with the approved Conditional Use Plan for such property or in accordance with the MU-2 zoning classification, Developer shall grant an easement that benefits the Adjacent Property to allow for the construction of a connection between the Adjacent Property and the Project (the "Potential Future Connection") and access from the Adjacent Property through the Project from the Potential Future Connection. The Potential Future Connection shall be along the southern boundary of the Project and the exact location of such connection within such area shall be determined by Developer and the developer of the Adjacent Property in conjunction with the Town. Developer may make additional connections to adjoining property in accordance with Town regulations.

EXHIBIT "D"  
Page 1 of 2  
Architectural Elements

The architectural design for the Project shall be in keeping with the below conceptual elevations and materials. A list of representative architectural colors and materials are included below.



**EXHIBIT "D"**  
**Page 2 of 2**  
**Architectural Elements**



ROOF SHINGLES  
GEORGETOWN GRAY



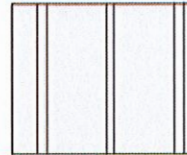
CULTURED STONE LIMESTONE VENEER  
GOLDEN BUCKEYE



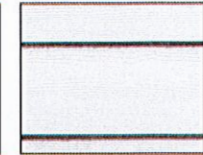
ROUGH SAWN LUMBER



FIBER CEMENT BOARD & BATTEN  
EXPOSURE 1



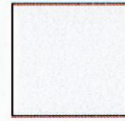
FIBER CEMENT BOARD & BATTEN  
EXPOSURE 2



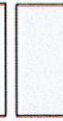
FIBER CEMENT SIDING



STANDING SEAM METAL ROOF:  
SLATE GRAY S18



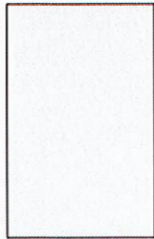
VINYL WINDOWS AND RAILS:  
PURE WHITE



GUTTERS:  
PURE WHITE



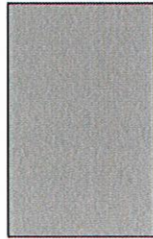
STOREFRONT SYSTEM:  
DARK BRONZE



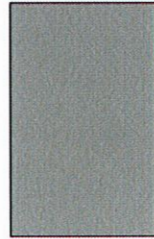
FIBER CEMENT PANELS & TRIM:  
SW PURE WHITE



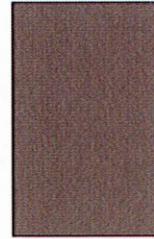
FIBER CEMENT PANELS:  
SW KNITTING NEEDLES



FIBER CEMENT PANELS:  
SW GRAY MATTERS



FIBER CEMENT PANELS:  
SW EARL GREY



FIBER CEMENT PANELS:  
SW GAUNTLET GRAY



FIBER CEMENT PANELS:  
SW BLACK OF NIGHT

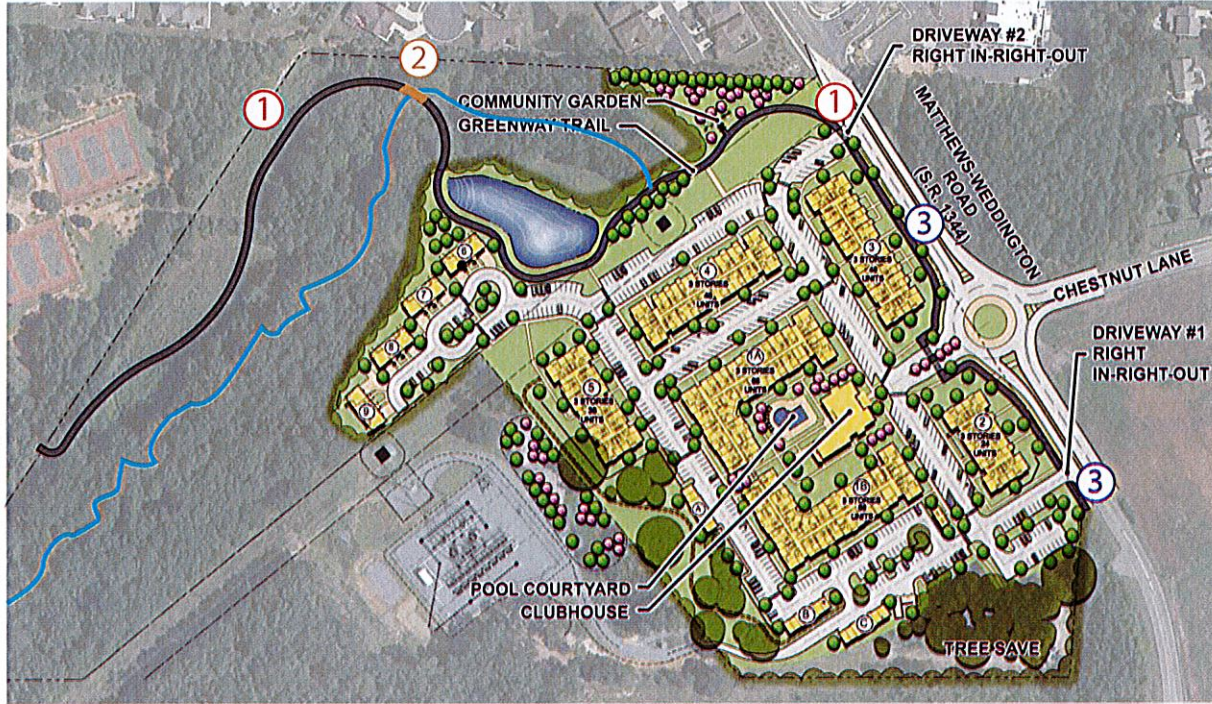


**SOLIS CHESTNUT FARMS**  
 Stallings, NC

018244 | May 6, 2019  
 © 2019 Cline Design Associates, PA. The graphics for this purpose only will be subject to change.

**EXHIBIT "E"**  
Trail and Sidewalk Exhibit

**Solis Chestnut Farm**  
**Greenway Trail**



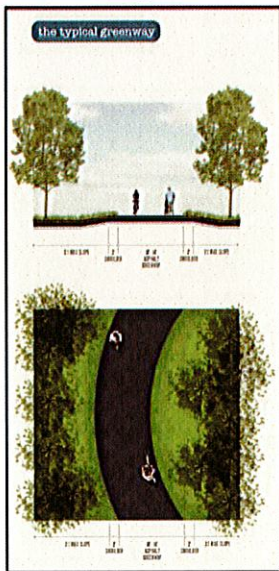
SCALE 1" = 100'



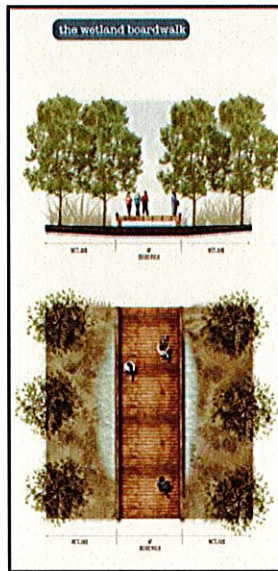
**SOLIS CHESTNUT FARM**  
STALLINGS, NORTH CAROLINA



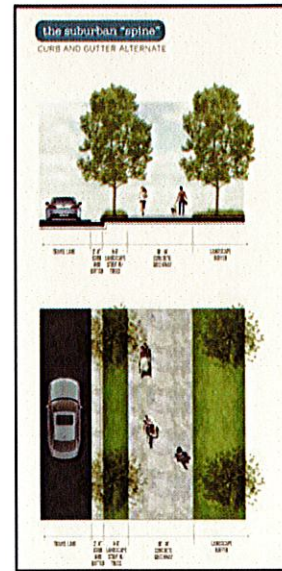
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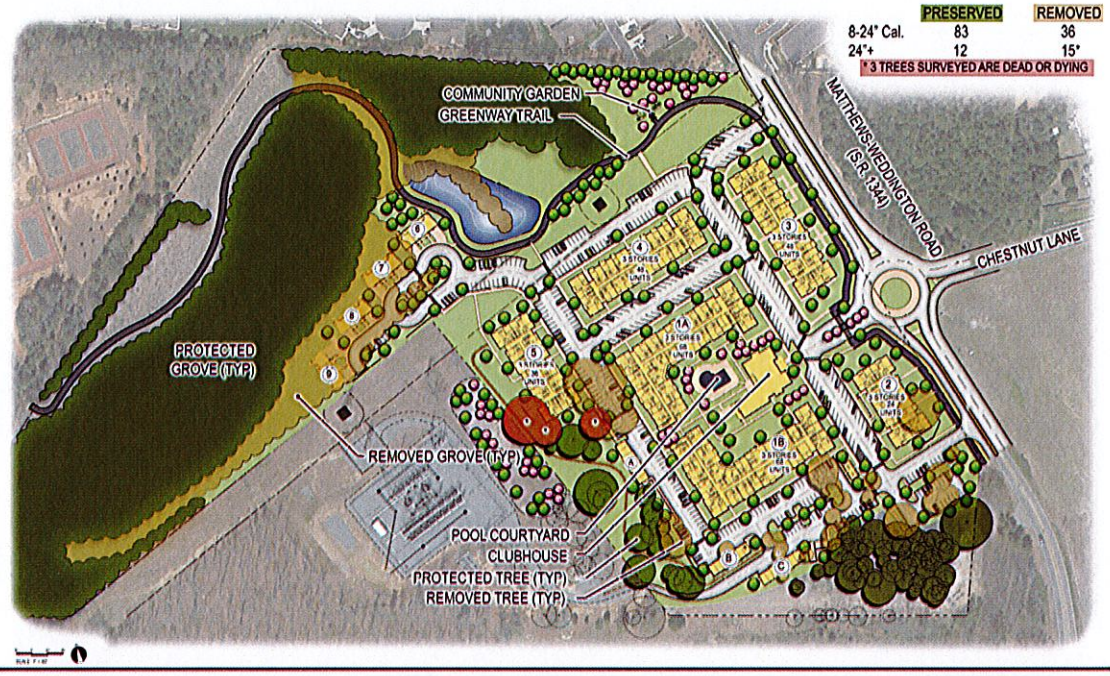


3

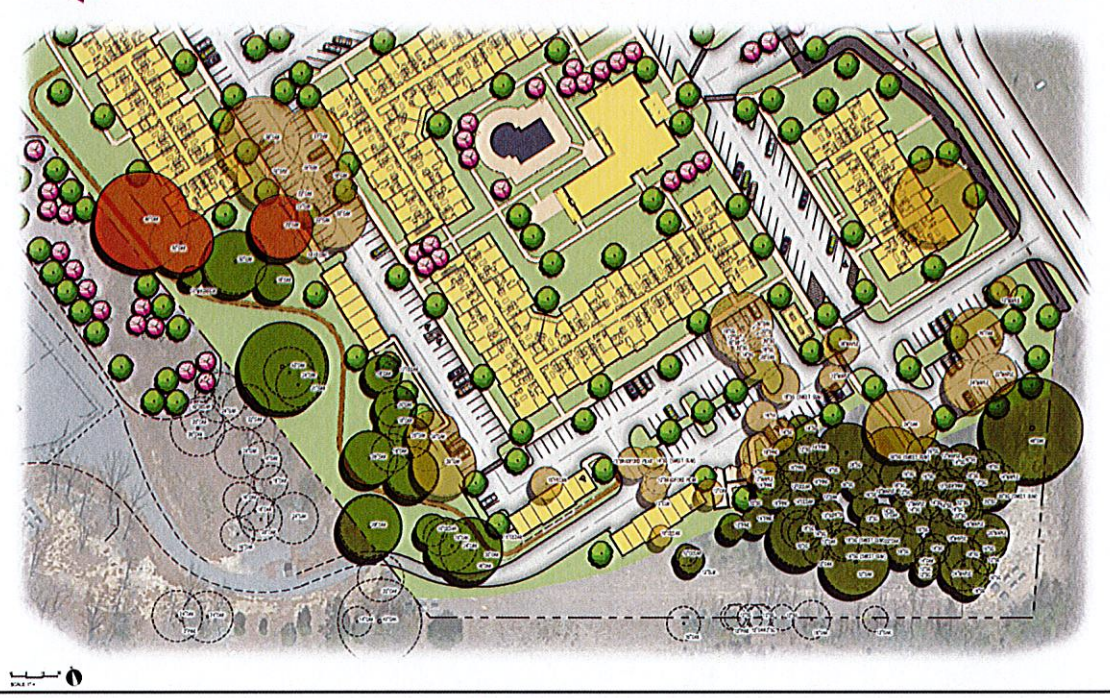


## EXHIBIT "F" Tree Save

This exhibit is schematic in nature and exact locations of protected trees and areas may be altered during the construction phase of the Project to accommodate design or engineering requirements.



**SOLIS CHESTNUT FARM**  
STALLINGS, NORTH CAROLINA



**SOLIS CHESTNUT FARM**  
STALLINGS, NORTH CAROLINA





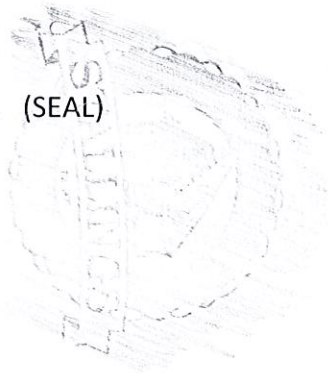
## Certificate of Sufficiency

To the Town Council of the Town of Stallings, North Carolina:

I, Erinn E. Nichols, Town Clerk, do hereby certify that I have investigated the petition for the voluntary annexation of parcel number K7075014 on Idlewild Road and have found as a fact that the said petition is signed by all owners of real property lying in the area described therein, in accordance with North Carolina General Statute 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Stallings, this the 19<sup>th</sup> day of July, 2019.

(SEAL)



A handwritten signature in black ink, which appears to read "Erinn E. Nichols", is written over a horizontal line.

Erinn E. Nichols, Town Clerk





Resolution Fixing Date of Public Hearing  
on Question of Annexation  
Pursuant to N.C.G.S. 160A-31

**WHEREAS**, a petition requesting annexation of the area described herein has been received; and

**WHEREAS**, the Town of Stallings has by adopted a resolution directing the Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, certification by the Town Clerk as to the sufficiency of the petition has been made;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Stallings that:

**Section 1.** The area proposed for voluntary annexation encompasses parcel number 07075013 on Funderburk Road respectively and is described as follows:

**Parcel number: K7075014; 12.2 ACRES**

**BEGINNING** at an iron on the right of way of Idlewild Road, a variable width right of way, said iron having North Carolina Grid Coordinates of N) 503581.1507, E) 1506580.4258, said iron also being a common corner of the Donald and Doris Cunningham Property recorded in Deed Book 183, Page 659 of the Union County Registry; thence from said Beginning point S 44-26-31 W 199.13 feet to an iron found; thence S 10-25-20 W 470.96 feet to an iron found, said iron being a common corner of the aforementioned Cunningham property as well as the Vickery Homeowners Association Inc. Property, recorded in Deed Book 7290, Page 773 of the Union County Registry; thence from said iron found S 81-10-03 W 623.87 feet to an iron found, a common corner James and Chantal Wilson property, said property recorded in Deed Book 6782, page 602 of the Union County Registry; Thence N 41-08-28 W 310.47 feet to an iron found, said iron being a common corner of the Vickery Homeowners Association recorded in the aforementioned Deed Book 7290, Page 773 as well as the property of Doug and Teri Marsh, said Marsh property being recorded in Deed Book 3420, Page 619 of the Union County Registry; thence from said iron N 44-26-31 E crossing an iron found at the Right of Way of Idlewild Road at 1022.27 feet, a total distance of 1037.34 feet to a computed point in Idlewild Road; thence from said point and running with Idlewild Road S 50-53-29 E 420.94 feet to a computed point; thence from said computed point S 44-26-31 W 10.87 feet to the Point and Place of **BEGINNING**, Containing 12.38 Acres as shown on a survey by Lawrence Associates Dated May 7, 2019 to which reference is hereby made.

**Section 2.** A public hearing on the question of annexation will be held at the Town Hall at 7:00 p.m. on Monday, July 8, 2019.

**Section 3.** Notice of the public hearing shall be published in the Monroe Enquirer-Journal, a newspaper having general circulation in the Town of Stallings at least 10 days prior to the date of the public hearing.

Adopted this the 24<sup>th</sup> day of June, 2019.

---

Wyatt Dunn, Mayor

Attest:

---

Erinn E. Nichols, Town Clerk

Approved as to form:

---

Cox Law Firm, PLLC



# MEMO

To: Mayor and Council  
*via Town Manager Alex Sewell*  
From: Kolleen M. Dickinson, Code Enforcement Officer  
Date: June 18, 2019  
RE: Amendment to Chapter 95.02 – Open Burning Ordinance

---

Request a change to the Town of Stallings Ordinance to Prohibit Open Burning; with exclusions.

After multiple callouts from the Stallings Fire Department (SFD) to extinguish oversized, illegal fires in Stallings and multiple visits to sites by me, I am requesting that Chapter 95.02 Open Burning of Yard Waste (over 100 ft from any structure) be changed to Chapter 95.02 Prohibiting of Open Burning with the following exceptions:

- (a) Open Burning for land clearing or right-of-way maintenance if in accordance with all conditions listed within NCAC 92D .1903 (b)(2).
- (b) Campfires and fires used solely for outdoor cooking and other recreational purposes or for ceremonial occasions, or for human warmth and comfort and which do not create a nuisance and do not use synthetic materials or refuse or salvageable materials for fuel.

I am requesting this change for a couple of reasons. Already this season there have been three structure fires, thankfully the structures were two sheds and one play structure and not a house or business. The most recent fire was a large one on June 17<sup>th</sup>. The property owner was only 25 ft away from the house and the fire was hot enough to visibly melt the vinyl siding of town houses in the community behind his.

The Town of Stallings pays the sanitation company, God Bless the USA, for trash and lawn waste removal (yard waste every other week). In addition to GBUSA, residents may also use the Wingate Solid Waste Management Facility. This facility accepts yard waste for a small fee.

I met with the Stallings Police Captain, CPT Flynn and the Stallings Fire Department Chief, Chief Porter for input. Our concerns are with any change there is the need to educate. This would be widely communicated by all methods of Social Media as well as when the SFD, the SPD and Code Enforcement responds to calls for Open Burning. The SFD and SPD respond to Open Burning calls now and would be able to continue to educate with each call-out. A flyer will be made for the SFD, SPD and Code Enforcement to handout to residents with this ordinance change for instances where Social Media is not used by them when they Open Burn.



**Ordinance Amending Code of Ordinances, Title IX *General Regulations*, Chapter 95 *Open Burning of Yard Waste*, Section 95.01 *Prohibited Open Burning***

**WHEREAS**, the Stallings Town Council of the Town of Stallings deems it to be in the best interest to protect the health, safety and welfare of the citizens of Stallings from fire hazards, air pollution and nuisances associated with the burning of yard waste.

**NOW, THEREFORE, BE IT ORDAINED** that the Town Council of the Town of Stallings, North Carolina amend the Code of Ordinances, Title IX, Chapter 95, Section 95.02 to the following:

As reads:

**95.02 Prohibited Open Burning.**

The open burning of yard waste within 100 feet of any structure within the corporate limits of the town is prohibited.

(Ord. passed 12-10-2007) Penalty, see § [95.99](#)

Change to read:

**95.02 Open Burning of Yard Waste Prohibited**

1. Definition: The following words when used in this ordinance shall have meanings ascribed to them in this section:
  - (a) "Open Burning: means the burning of yard waste in such a manner that the products of combustion resulting from the burning are omitted directly to the atmosphere without passing through a chimney or a permitted air pollution control device.
  - (b) "Yard Waste" means any grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar materials which are generated in the maintenance of yards and gardens.
2. Open Burning of Yard Waste Prohibited
  - (a) In coordination with North Carolina Administrative Code Section .1900, all open burning of yard waste, including leaves, tree branches or yard trimmings is prohibited where a public pickup of yard debris service is provided.

3. Permissible Open Burning

- (a) Open Burning for land clearing or right-of-way maintenance if in accordance with all conditions listed within NCAC 92D .1903 (b)(2).
- (b) Campfires and fires used solely for outdoor cooking and other recreational purposes or for ceremonial occasions, or for human warmth and comfort and which do not create a nuisance and do not use synthetic materials or refuse or salvageable materials for fuel.

4. Penalties and Remedies

- (a) Civil Penalties. The Code Enforcement Officer may issue a warning citation for a first offense of this ordinance. The Code Enforcement Officer may issue a civil citation for any subsequent violations of this ordinance, subjecting the violator to a civil penalty of \$200.00 for a second offense and \$500.00 for the third offense and subsequent offenses.
- (b) If a person fails to pay the citation within 10 days of issuance, the Town may seek to enforce this ordinance through any appropriate equitable action.
- (c) Each day the violation continues after the offender has been notified of the violation shall constitute a separate offense.
- (d) The Town may seek to enforce this ordinance by using any one or a combination of the foregoing remedies.

Adopted this the 24<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Wyatt Dunn, Mayor

Attest:

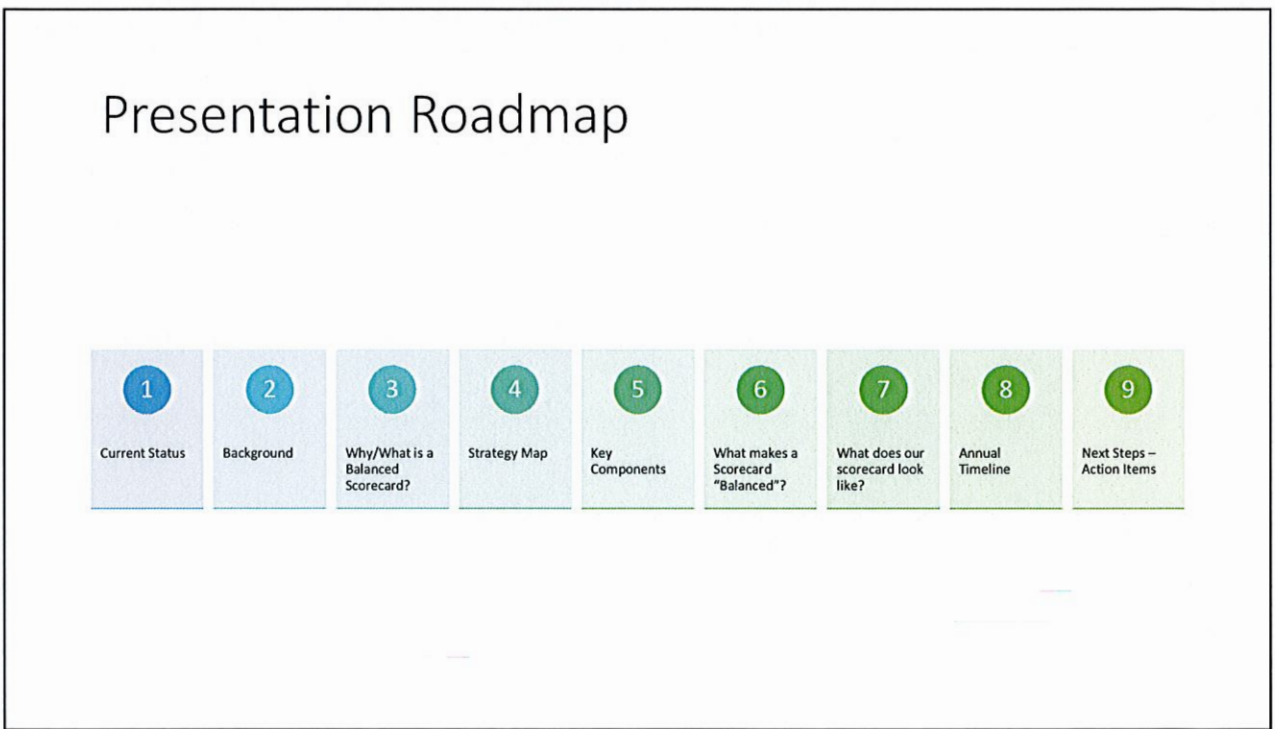
\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC



1



2

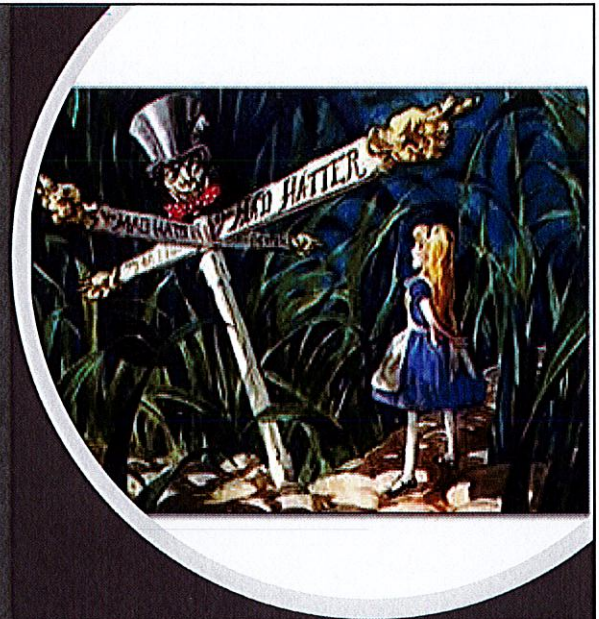
## Background

- Town Council authorized the Town Manager to develop a Balanced Scorecard
- A Balanced Scorecard Committee was developed
  - Marsha Gross
  - Erinn Nichols
  - Ashley Platts
  - Karen Williams
  - Brian Price
- The committee researched Balanced Scorecards, made a site visit to Hillsborough, and drafted policies
- In January, the Council generally approved the Balanced Scorecard
- In February, the Council approved its annual priorities and subsequently approved Balanced Scorecard objectives
- From February – June, staff created the actual Balanced Scorecard

3

“One day Alice came to a fork in the road and saw a Cheshire cat in a tree. ‘Which road do I take?’ she asked. ‘Where do you want to go?’ was his response. ‘I don’t know’, Alice answered. ‘Then’, said the cat, ‘it doesn’t matter.’”

- Lewis Carroll, *Alice in Wonderland*



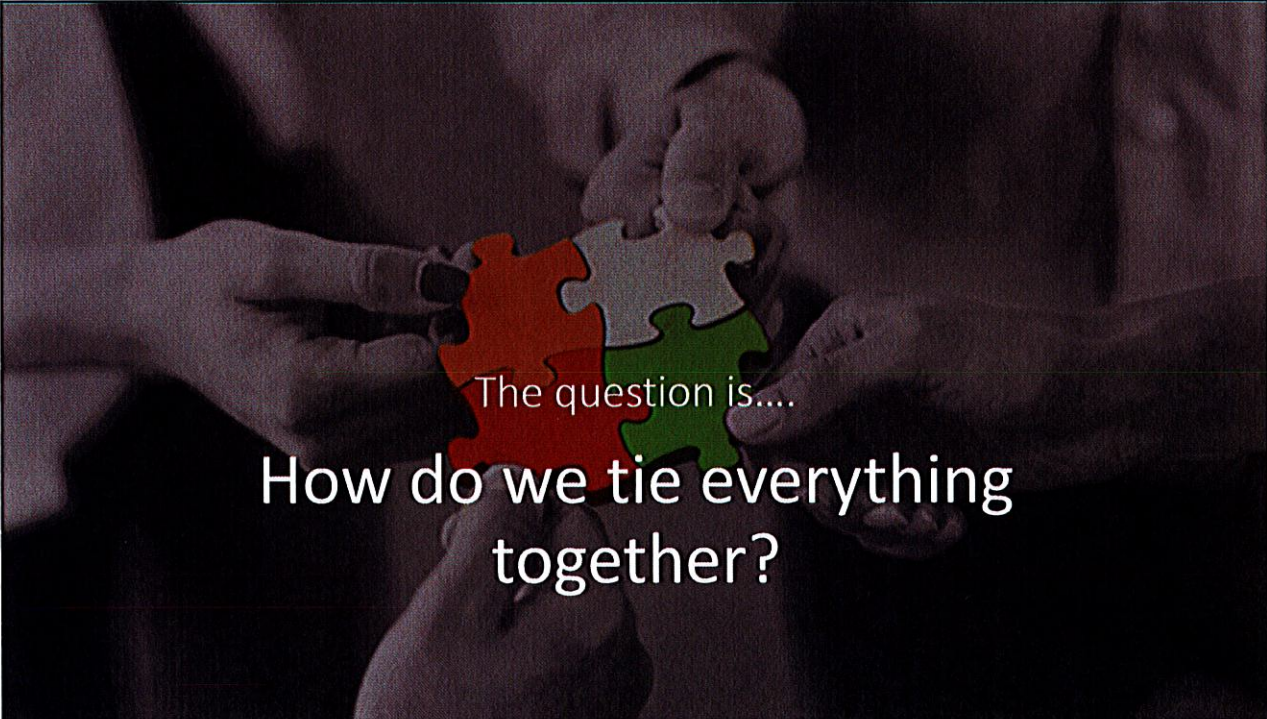
4



We've got a lot of the pieces...

- Vision
- Mission
- The Stallings Way Cultural Values
- Council Priorities
- Departmental Missions
- Departmental Goals

5



The question is....  
How do we tie everything together?

6



## Why a Balanced Scorecard?

Clarifies and communicates organizational mission	Better data for policy making
Helps let us know if we are moving toward goal achievement or drifting away	Resource alignment and allocation
Strategic learning	Balance
Increases Likelihood of Accomplishing Goal	Empowers Employees

7

## What Isn't a Balanced Scorecard?

- ✘

It's not a "gotcha" tool. Any strategy the Town pursues is a hypothesis or best-guess at how to achieve success. To improve, we're going to have to fail...but we're using that failure as a learning experience.
- ✘

It's not the end-all/be-all. It's only one tool in helping us move in our right direction.
- ✘

It's not something that can measure everything. The Town doesn't have the capacity/infrastructure.
- ✘

It's not an exclusively top-down approach. It's collaborative - Council priorities are an essential part, but departments are empowered to set their own goals (as long as within mission)

8

## What's a Balanced Scorecard?



A management system that uses a group of measures/goals to help implement an organization's strategy.



It is a tool/system for leaders to use in communicating to employees and community the outcomes and performance drivers by which the organization will achieve its mission and strategic vision.

9

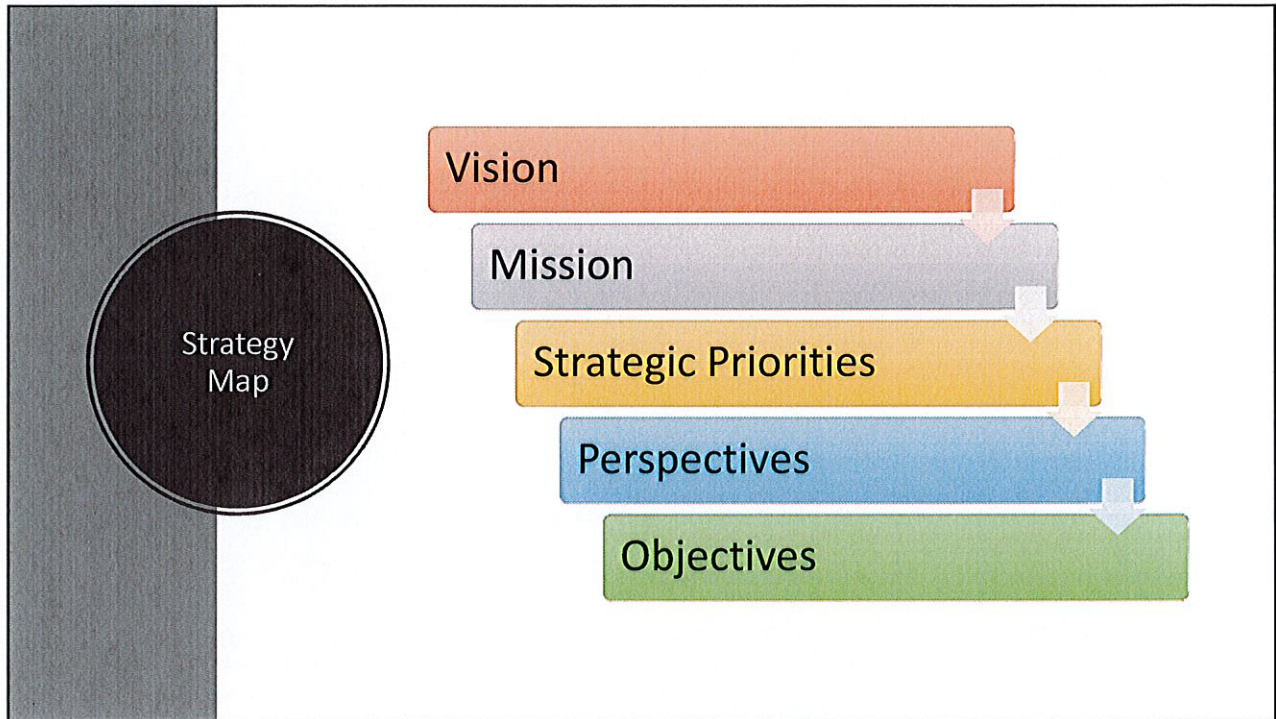
Any strategy the Town pursues represents a hypothesis or a best guess of how to achieve success. To prove meaningful, the measures on the Town must link together the story of, or describe, that strategy.

---

Essentially...









10



11

## Key Components & Definitions

 <p><b>Vision</b> – Word picture of our desired future.</p>	 <p><b>Mission</b> – Why we exist</p>	 <p><b>Core Values</b> – What we believe in, guiding principles.</p>
 <p><b>Strategic Priorities</b> – Themes on which the organization will concentrate efforts, dedicate resources, and strive to achieve significant improvements. What the Town Council believes must be done to succeed.</p>	 <p><b>Objective</b> – The specific things that the Town must do well in order to execute its strategy.</p>	 <p><b>Measure</b> – A standard used to evaluate our community performance against desired results.</p>

12

## Making a Scorecard “Balanced”



**Serve the Community** (External) – What is our mission/vision? We must know if the Town is meeting citizen needs. Is the organization delivering the services the community wants?



**Manage Resources** (Financial) – How do we delivery quality services efficiently and remain financially sound while achieving the vision and mission?



**Run the Operations** (Internal) – What internal processes must we excel at to provide valuable services to the community while achieving the mission/vision?



**Develop Know-How** (Learning & Growth) – What skills, tools, and organizational climate do our employees, elected officials, and volunteers need to meet the community’s needs and mission/vision?

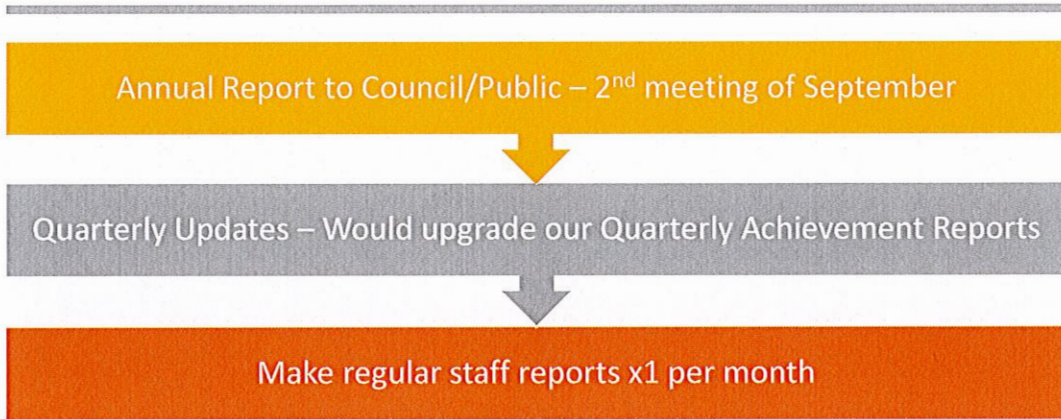
13

Enough talk Alex, what does  
our actual Balanced Scorecard  
look like?

(Review Balanced Scorecard)

14

# Reporting



15

## Annual Timeline

Event	Timeline	Outcomes	Actors
Council Annual Retreat	February	Set of Draft Council Priorities	Town Council
Council Priorities Final Approval	End of February	Final Council Priorities	Town Council
Department Level Draft Goals	End of March	Draft Department Goals	Town Manager, Staff
Final Budget Approval	June	Final Annual Budget	Town Manager, Staff
Department Level Goals Finalized	End of June	Departmental Goals	Town Manager, Staff
Annual Report	2nd September Meeting	Report and Presentation Council & Public	Town Council, Town Manager, Staff
Quarterly Reports	Quarterly	Report to Town Council	Town Council, Town Manager, Staff

16



Next Steps...

- No action necessary, Staff will provide first report for second meeting in September



# MEMO

Agenda Item # 6

---

To: Town Council  
From: Alex Sewell, Town Manager  
Date: 6/19/19  
RE: Development Process

---

**Purpose:** This memorandum is seeking to identify concerns raised regarding the Town development ordinances and suggest a potential plan/timeline for addressing concerns.

**Background:**

- The Town requires development agreements (“DA”) for certain types of developments - The current process is as follows:
  - Phase 1 – Project Evaluation (Technical Review)
  - Phase 2 – Staff Agreement Negotiations
  - Phase 3 – Council Sub Committee Agreement Negotiations
  - Phase 4 – Planning Board Review
  - Phase 5 – Council Agreement Negotiations
  - Phase 6 – Public Hearing/Council Consideration
- At the 6/10/19 Council meeting, staff made several observations and corresponding recommendations for improving the efficiency/effectiveness of the DA process. The Council sought more time to consider the recommendations and asked that it be put on the 6/24/19 agenda.

**Recommendations:** The memorandum from the 6/10/19 meeting is enclosed. However, in listening to the conversation over the past couple months, staff would offer a broader approach is potentially necessary to address concerns raised regarding the development ordinance. Specifically, concerns raised include:

- 1.) Public notification requirements and whether the Town’s current standards are inclusive enough;
- 2.) The inability to deny a multifamily project without any commercial component;
- 3.) Concerns that mixed-use areas would become all apartments without commercial components;
- 4.) The lack of community participation in the DA process;
- 5.) The amount of time needed to process a DA, and does it make sense to require for smaller projects;

- 6.) School impact information and how such information can be used in making zoning decisions; and
- 7.) Whether it is prudent to require DAs for all uses in zoning districts.

Staff would suggest the following:

- 1.) Use the 6/24/19 Council meeting to confirm the list of Council concerns;
- 2.) Have staff develop possible changes aimed at addressing concerns to be presented at the 7/8/19 Council meeting;
- 3.) At the 7/8/19 Council meeting, the Council would be presented with some possible changes and a Council work session would be scheduled to talk about these potential changes in-depth (possibly 7/10, 7/11, 7/22, or 7/23); and
- 4.) Following Council's direction after a work session, staff will draft changes and bring to the Planning Board and the Town Council for approval.