



April 23, 2019
 Stallings Town Hall
 315 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:20 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: _____
2.	7:35 p.m.	Atrium Hospital Site Closed Access Break Support Request	Steve Blakely, Kimley Horn	Discussion and Possible Action
3.	7:50 p.m.	Town's Ordinance 94.01 RE: Basketball Goals	Alex Sewell, Town Manager	Discussion and Possible Action
4.	8:00 p.m.	Pay/Classification Study	Cheryl Brown, MAPS Group	Presentation
5.	8:30 p.m.	Idlewild Development - Preliminary Informational Session	Lynne Hair, Town Planner	Presentation
6.	8:45 p.m.	Whetstone Drive Abandonment	Alex Sewell, Town Manager	Discussion and Possible Action
7.	8:55 p.m.	Adjournment	NA	Motion: I make the motion to adjourn.



MEMO

To: Town Council
From: Erinn Nichols, Deputy Town Manager
via Alex Sewell, Town Manager
Date: 4/17/19
RE: Basketball Goals

Purpose: To provide background and a recommendation on the Town's Ordinance 94.01 regarding basketball goals.

94.01 CERTAIN ACTIVITIES IN STREETS PROHIBITED.

(A) It shall be unlawful for any person to put, keep or maintain any basketball goal, football goal, soccer goal, baseball or softball bag or diamond, or any other similar team sports equipment on or over any public street, sidewalk or street right-of-way within the corporate limits of the town.

(B) In addition to criminal penalties, violators of this section may be subject to a civil penalty. Unless otherwise provided, civil penalties shall be in the following amounts:

- (1) First citation: warning;
- (2) Second citation for same or similar violation: \$100; and
- (3) Third and subsequent citation for same or similar violation: \$500.

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

Background: On March 25, 2019, Stallings Code Enforcement Officer issued Steve and Kristin Turner, 6119 Panache Drive, a Notice of Violation for a basketball goal located on the street. This is a violation of the Town's Ordinance 94.01 (see above.)

On April 8, 2019, Mr. and Mrs. Turner and several neighbors came to request Council allow this basketball goal for the following reasons:

- It is located in a cul-de-sac.
- There have never been any complaints about the goal from neighbors, emergency personnel, utilities or solid waste providers.
- It provides the local children a place for safe outdoor recreation and fosters mentorship between the older and younger children.
- The goal could and would be moved quickly if a situation arose where it needed to be away from the road.

Code Enforcement Officer Eaton provided that no complaints had been submitted for this goal. It was a proactive enforcement issue.

Historical/Other Pertinent Data:

Code Enforcement: Since November 2017, 13 notices of violation for basketball goals in the road have been issued by the Town. No notices resulted in any collection of fines.

Public Safety: Interim Police Chief Flynn verified there were no complaints recorded at this property. He offered that the neighborhood interaction was a positive for the Town as long as participants were safe.

Other Municipalities:

- **Waxhaw** – Allows goals to hang over the road as long as structural base of the goal is not in the road.
- **Matthews** – Nothing allowed in right of way.
- **Indian Trail, Wesley Chapel, Unionville, Mineral Springs** – No ordinance on this topic.

Recommendation:

This Council has several options in this situation:

1. Do nothing therefore the Notice of Violation would remain enforceable.
2. Make an exception for this goal.
3. Change the ordinance to allow basketball goals based on a list of conditions.

If Council chose this option, staff would recommend this following*:

Basketball Goals are allowed on residential streets in accordance with following conditions:

- *Goals must be removeable and not a permanent structure.*
- *Goal base structure must be placed off the road and clear of utility boxes, light poles, sidewalks, or any other permanent structure.*
- *The speed limit on the road where the Goal is located must be 35 mph or lower.*
- *Goal must be in clear sight with no obstructions preventing drivers from identifying the Goal from a safety distance away.*
- *If Goal or activities associated with the Goal receive three (3) complaints in a 12-month period, verified by Stallings Police Department or Stallings Code Enforcement Officer, the Goal must be removed and will be disallowed at the property.*
- *If at any time, the Stallings Police Department or Stallings Code Enforcement Officer view the goal to be a health and safety risk or a nuisance to the community for any reason, the Goal must be removed.*

*The North Carolina League of Municipalities (NCLM) has been consulted on this issue and option 3 from a liability stand point. It is comfortable with Option 3 but recommended temporary signage (“Children at Play, etc.”) that could be placed out by the homeowner when the goal was being used.



MEMO

To: Planning Board
 From: Lynne Hair, Planning Director
 Date: April 10, 2019
 RE: DA18.09.01 – Idlewild Mixed-Use Development Agreement Review and Recommendation

Attached please find a copy of the Draft Development Agreement for the Idlewild Mixed- Use development proposed for property located at I-485 and Idlewild Road. Staff is seeking a recommendation on the conditions of the agreement to be forward to Town Council for final approval.

The Town adopted a new Development Ordinance and several small area plans designed to guide development throughout the Town. As part of the new ordinances, the conditional rezoning process was replaced with a Development Agreement process for properties zoned MU-2 and included in within a small area a plan.

The only items up for discussion with the DA review are the conditions of the agreement. The uses and densities are by-right and are not part of the discussion/recommendation of the DA process.

Project Information:

Applicant	Mpire Capital Corporation
Property Location	Idlewild Road and I-485, behind Idlewild Market Shopping Center
Acres	47.21
Uses	150 townhome units 270 multifamily units 3.41 acres of retail/commercial development.

Development Agreement Condition Categories:

Highlights of the agreement are listed below:

Uses:

The agreement limits the uses the number of townhome and apartment units to what is presented on the site plan. Uses of the 3.4 acre of commercial located in Area C are identified and limited to those listed in the agreement. Commercial uses are limited to retail and office uses as well as hotels.

Transportation Improvements:

A large part of the DA negotiations centered around the improvement of roadways and future connectivity. In the agreement the applicant has agreed to the following, among others:

1. Improvement of the existing public street that will provide primary vehicular and pedestrian connection from the development area to Idlewild Road by including turn lanes and a through lane at the signal to provide for future connectivity to properties on the north side of Idlewild Road.
2. To pay a portion of the cost of providing a connector road to property located to the west of the site that fronts Stallings Road. This will provide future connectivity from Stallings Road to Idlewild Road, a future connection important to the development of the area.
3. Connector road will be constructed behind the existing gas station/Convenience store at Idlewild and 485 into the Idlewild Market Shopping center.

Streetscape Treatment:

The developer has agreed to several streetscape treatments including on street parking, decorative stamped concrete crosswalks, decorative lighting, decorative finishes at the "bridge crossing" between the apartments and townhomes, as well as street trees and a berm between certain areas of the project and the Vickery neighborhood. For details please see page 5 of the DA.

Greenway and Open Space:

The developer has agreed to the construction and donation of greenway trails throughout the site that will tie into the Stallings Greenway system. They will also construct an on-street trail head that includes on-street parking, trail signage, and connection to the greenway via a multiuse path. This trailhead will be located on the signalized entry road behind the Harris Teeter.

Architectural Standards:

Architectural standards for the apartment buildings and townhomes were negotiated and agreed upon with staff and the council sub-committee. An elevation of the apartment buildings is included as Exhibit G; requirements for the townhomes are listed on page 7 of the DA.

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date") by and between _____, a _____ ("Developer"), and the Town of Stallings, a North Carolina municipal corporation ("Town").

STATEMENT OF PURPOSE

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."

Section 160A-400.20(a)(3) of the North Carolina General Statutes provides that "because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development."

Section 160A-400.20(a)(4) of the North Carolina General Statutes provides that "because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

Section 160A-400.20(a)(5) of the North Carolina General Statutes provides that "because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

Section 160A-400.20(a)(6) of the North Carolina General Statutes provides that "to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments."

Section 160A-400.23 provides that a local government may enter into a development agreement with a developer for the development of property "for developable property of any size."

In view of the foregoing, Sections 160A-400.20(b) and 160A-400.22 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160A-400.20 through 160A-400.32 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

Developer is the owner of a certain parcel of land containing 75.34 acres, more or less, located generally at the intersection of Idlewild and Boyd Funderburke 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.

Developer desires to develop the Property in accordance with the Project pursuant to the provisions below. The Town desires that Developer develop the Property as set forth herein and has determined that the Project is consistent with the intent, function and requirements of the applicable provisions of The Development Ordinance of the Town of Stallings (the "Zoning Ordinance"); that the Project is visually and functionally compatible with the existing and/or permissible future uses of adjacent property; that the Project will not materially endanger the public health or safety and will not substantially injure the value of the adjoining property if located where proposed; that adequate provisions and design have been made or will be made to ensure automotive and pedestrian safety and convenience, street connectivity, traffic flow and control, emergency vehicle access and adequate ingress and egress; that the proposed project will not adversely impair or substantially overburden the public facilities and infrastructure within the Town and adequate provisions have or will be made to reasonably address such impacts.

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at large; confirming the phasing of the construction of the Project; and providing assurances to Developer that it may proceed with the development of the Project in accordance with the approvals set forth herein and that development standards will remain stable throughout the period of development.

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 13, 2019, and it approved the subsequent execution of this Agreement in accordance with the procedures set out in G.S. 160A-364. 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.
2. Permitted Uses/Maximum Density. The Property may be devoted to the uses described on the Plan.
3. Development of the Property. The Property may be developed in accordance with the Plan, the associated permits, the applicable provisions of the Zoning Ordinance and the terms of this Agreement.
4. Permitted Uses/Development limitations.

Development Area A:

- (1) That portion of the site designated as development area a on the concept plan may only be devoted to a residential community containing a maximum of 150 for sale one-family attached dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the mu-2 district.

Development Area B:

- (1) That portion of the site designated as development area b on the concept plan may only be devoted to a multi-family residential community containing a maximum of 270 multi-family dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the mu-2 district. The multi-family buildings containing the multi-family dwelling units shall be located in one of the 7 building areas located on development area b.
- (2) In addition to the buildings containing multi-family dwelling units, a building associated with the amenity area shall be permitted on development area b as well as a maintenance building.

Development Area C:

- (1) That portion of the site designated as development area c on the concept plan may only be devoted to the uses set out below (including any combination of such uses), and to any incidental or accessory uses relating thereto that are permitted in the mu-2 zoning district.
 - (a) Hotel
 - (b) Medical office use
 - (c) Public library.
 - (d) Bank, credit union and similar financial service.
 - (e) barber shop, beauty shop, nail salon and similar personal services.
 - (f) general and professional office.
 - (g) medical, dental, optical office and clinic.
 - (h) museum or art gallery.
 - (i) bakery, retail, including manufacturing of goods for sale on the premises only.
 - (j) brewpub.
 - (k) copy, printing and photo processing.
 - (l) florist shop.
 - (m) laundry and dry-cleaning establishment not to exceed 4,500 square feet of gross floor area.
 - (n) microbrewery/distillery
 - (o) restaurant, without drive-thru or drive-in service.
 - (p) retail sales, general merchandise.
 - (q) studio for gymnast, artist, designer, photographer, musician, sculptor and similar uses.
 - (r) farmers market
 - (s) civic buildings
 - (t) health club/spa

- (2) The total number of principal buildings and accessory buildings permitted on Development Area C shall be governed by the standards of the ordinance.
- (3) All site plans and building elevations for development within Development Area C must be approved by the Development Administrator and town council prior to the issuance of building permits.

5. Transportation Improvements and Parking. Developer shall install the following transportation improvements in connection with the issuance of the driveway permits for the Project:

(a) Developer shall construct roadway improvements described in Exhibit B, which is attached hereto and incorporated herein for all purposes, as the " _____ " as a part of Phase ____ in accordance with 5 (b) below. Notwithstanding the foregoing, Developer may elect to construct Phase ____ as a part of Phase _____, and if Developer so elects, the Phase _____ Roadway Improvements shall be included in the Phase ____ Roadway Improvements;

(b) Developer shall construct roadway improvements described in Exhibit B, as "Phase ____ Roadway Improvements" as a part of Phase ____, in accordance with 5 (d) below.

- A. Vehicular access shall be as generally depicted on the concept plan. The placement and configuration of the access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Town of Stallings (the "Town"), and/or the North Carolina Department of Transportation.
- B. As depicted on the concept plan, the site will be served by internal public streets and internal private alleys, and minor adjustments to the locations of the internal public streets and the internal private alleys shall be allowed during the construction permitting process.
- C. Prior to the issuance of the first certificate of occupancy for any new building constructed on the site, developer shall improve the existing public street that will provide the primary vehicular and pedestrian connection from development area a to Idlewild road at the existing traffic signal (the "**primary entrance road**") in accordance with the cross section on Exhibit B attached hereto. To improve the primary entrance road in accordance with the cross section on Exhibit B, developer must obtain a temporary construction easement from the owner of the adjacent parcel of land designated as parcel no. K7075014.
- D. Prior to the issuance of the one-hundredth (100th) Certificate of Occupancy for a one-family attached dwelling unit constructed on the site, the pedestrian and vehicular connection from Area C to the adjacent existing shopping center that is depicted on the concept plan shall be completed and open to pedestrian and vehicular traffic.

E. Prior to the issuance of the one-hundredth (100th) Certificate of Occupancy for a one-family attached dwelling unit constructed on the site, developer shall pay the sum of \$125,000.00 to the town (the "crossing funds"), which crossing funds shall be used by the town to construct or fund a potential future crossing or bridge and a street connection from the site to that parcel of land located to the west of the site that is designated as parcel no. 07099021. More specifically, developer shall construct that street segment designated as "street segment A" on the concept plan to that point designated as "terminus of street segment A" on the concept plan. The terminus of street segment a is located approximately ____ feet from the western boundary line of the site. Developer shall dedicate right of way from the terminus of street segment A to the western boundary line of the site as depicted on the concept plan to accommodate the potential future crossing or bridge and a street connection from the terminus of street segment a to parcel no. 07099021 to be constructed by others. Developer's sole obligation with respect to the construction or funding of the crossing or bridge and the street connection from the terminus of street segment A to parcel no. 07099021 shall be the donation of the crossing funds and the dedication of the relevant right of way. In the event that the crossing or bridge and the street connection from the terminus of street segment A to parcel no. 07099021 is not permitted for construction within 15 years of the date on which the crossing funds are paid to the Town by developer, the Town may use the crossing funds to construct other transportation or pedestrian improvements on the site or in the vicinity of the site.

F. Dumpster pick up will occur between the hours of 8:00 am and 6:00 pm only.

Streetscape Treatment

- A. The streetscape treatment along the site's public street frontages shall comply with the requirements of the ordinance.
- B. The crossing between area a and area b that is designated on the concept plan will be an enhanced crossing and shall be substantially similar in appearance to the crossing design set out on Exhibit C attached hereto.
- C. Developer shall install a stamped concrete accent matching stamped concrete intersection shown on the Matthews' side of the project in intersection where area 'A' and area 'B' transition. [not sure what this is referring to]
- D. Developer shall install a stamped concrete accent crosswalk where on street side path meets greenway trail that matches the stamped concrete intersection shown on the Matthews' side of the project. The location of this crosswalk is designated on the concept plan.
- E. Decorative street lights will be installed on the public streets on the site. The decorative street lights to be installed on the public streets on the site shall be the decorative street lights depicted on Exhibit D attached hereto or another type of decorative street light approved by the Development Administrator.

F. Landscape enhancements shall be installed at the entrances to the multi-family parking lots to ensure the screening of the parking lots from the adjacent public streets, and such landscape enhancements will be shown on the landscape plan submitted for permitting.

6. Developer will exert reasonable and good faith efforts to obtain from the relevant property owners, at its sole cost and expense, the right of way necessary to construct and install the required off-site transportation improvements. In the event that Developer is unable to obtain the required right of way after exerting reasonable, good faith efforts to do so, the Town will not be involved in obtain the required right of way by purchasing the same or through eminent domain proceedings.

7. Greenway and Open Space

A. Greenways will be constructed as shown on the concept plan and to the standards and cross sections outlined in the Stallings Parks, Recreation and Greenway Master Plan. The following cross sections will be applied where applicable: 1) the suburban spine with curb and gutter; 2) the typical greenway; and 3) the wetland boardwalk. The cross sections are set out on Exhibit E attached hereto.

B. An on street trailhead will be constructed by developer on the primary entrance road at the signalized intersection of Idlewild road and the primary entrance road as depicted on the concept plan. The trailhead will be constructed and bonded as part of the widening of the primary entrance road described above.

C. Greenway trails and signage will be built to town specifications and installed at the developer's expense. The greenway trails highlighted in blue on the concept plan shall be donated to the town at no cost to the town and placed into the town's trail maintenance system (the "public greenway trails"). The public greenway trails shall be constructed and completed by developer prior to the issuance of the fiftieth (50th) certificate of occupancy for a one-family attached dwelling unit constructed on the site.

D. Open space shown on the concept plan and constructed on the site will comply with the Stallings Development Ordinance open space requirements.

E. A buffer between the apartment buildings and the adjacent Vickery neighborhood shall be built as shown on Exhibit F attached hereto.

8. Architectural standards

A. Height, lot dimensions and densities are established by the Stallings development ordinance.

- B. Architectural standards for the multi-family buildings to be constructed on the site are depicted and set out on the building elevation drawings attached hereto as Exhibit G.
- C. The minimum floor to ceiling height for each floor of the multi-family buildings to be constructed on the site shall be 9 feet.
- D. Building elevations for the one-family attached dwelling units (townhomes) must be reviewed and approved by town council prior to the approval of preliminary plans for development Area A.
- E. A fountain shall be installed within the storm water pond located on development Area C to minimize the buildup of algae in such storm water pond and for aesthetic purposes. With respect to the storm water ponds to be located on the remainder of the site, the buildup of algae may be minimized by stocking such storm water ponds with an appropriate species of fish. In the event that stocking these storm water ponds with fish does not minimize the buildup of algae, then fountains will be required to be installed in these storm water ponds.
- F. One-family attached dwelling units (townhomes) may have a maximum height in stories of 3 stories.
- G. Additional architectural requirements for the townhome buildings will be as follows:

Proposed architectural standards - Idlewild Mixed-Residential	
1.	Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks. No elements, including steps, shall project over the property line at the ground level.
2.	Corner/end townhome units located at the termination of a view corridor shall contain 4 symmetrical windows and enhanced landscaping. The windows may be faux windows or shutters. The corner/end townhome units to which this requirement applies are designated on <u>Exhibit H</u> and the required enhanced landscaping is depicted on <u>Exhibit H</u> .
3.	Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls. Maximum height 4 feet at street frontage, 8 feet at interior side and rear.
4.	Porch depth shall be a minimum of 5 feet.
5.	First floor minimum elevation shall be 18" above sidewalk as measured at the center of the townhome unit.
6.	A minimum of 18 inches of the base of the building wall shall be clad in brick or stone.
7.	Exterior walls shall be finished in cementitious siding, stucco, brick or stone or combinations of the foregoing.
8.	Walls may be built of no more than two materials and shall only change material along a horizontal line, typically at a floor line or a gable end, with the heavier material below the lighter.
9.	Chimneys shall be finished with brick, stone or stucco and shall be a minimum 2:1

	proportion in plan and capped to conceal spark arresters. Fireplace enclosures and chimneys shall extend to the ground.
10.	Porches, columns, posts, spindles, balusters shall be made of wood. Porches may be enclosed with glass or screen of a maximum of 30% of their length.
11.	Stoops will be made of wood, brick or concrete. If concrete, a stoop will have brick, stone or stucco foundation walls.
12.	Decks shall be located in rear yards only and shall be painted or stained.
13.	The following shall be located in rear yards only provided they are not visible from the fronting street or a public right of way: <ul style="list-style-type: none"> a) HVAC equipment b) Utility meters c) Satellite dishes d) Permanent grills e) Permanent play equipment f) Hot tubs HVAC and utility meters may be located in a side yard if screened from view and no closer than 5 feet from side property lines.
14.	Porch piers shall be a minimum of 8" x 8". A wooden porch pier shall have a base cap at the bottom of the wooden pier (e.g., where the wooden porch pier ties into the surface of the porch) that provides protection from the elements.
15.	Wood elements must be painted or stained with an opaque or semi-solid stain, except walking surfaces may be left natural.
16.	Roofs shall be clad in corrugated 5v crimp or standing seam galvanized steel, galvaline, or copper, asphaltic or fiberglass shingles shall be architectural grade.
17.	Principle roofs shall be a symmetrical gable or hip with a solo of 6:12 to 10:12, unless otherwise agreed upon through the development agreement process.
18.	Interior ceilings will have a minimum height of 9' on the first floor of a multi-story townhome unit.
19.	Windows shall be encased. Attached as <u>Exhibit I</u> is a representative photograph of a window that meets this requirement. Soffits may be clad in vinyl.
20.	Eaves which overhang less than 8" shall be closed soffit. Eaves which overhang more than 16' shall have exposed rafters. Eaves which overhang 8' and 16' shall have either a closed soffit or exposed rafters. Rafter tails may not exceed 8" in depth.
21.	Doors shall be clad or made of wood, glass, fiberglass or steel. Doors shall be painted or stained.
22.	Bay windows shall be made of trim lumber with corner trim no less than 6".
23.	Shutters shall be fiberglass composite or painted wood.
24.	Storm windows and screens shall be integral with the window.
25.	Front doors, including the entry door to the porch on a side yard shall be located on the frontage line.
26.	Garage doors on each unit shall be carriage style garage door and the garage door will contain hardware. Garage doors shall be painted or stained. Attached as <u>Exhibit J</u> is a representative photograph of a garage door meets this requirement.

9. Law in Effect on _____ 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 _____ 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.

10. Term. The term of this Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter on _____ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest. Provided, however, the covenants and restrictions contained herein shall continue to run with the land.

11. 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 (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.

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

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

laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be transferred to the Town for ownership and maintenance after they have been constructed and installed.

14. Financing of Infrastructure. Developer shall request approval for financing of the Roadway Improvements in accordance with the Financing Proposal set forth in Exhibit C, which is attached hereto and incorporated herein for all purposes. Developer shall comply with Developer's obligations as set forth in the Financing Proposal and the Town shall support Developer's efforts to obtain approval for such financing from applicable governmental entities, and shall support all approvals of such financing by applicable governmental authorities. *[SKI note: this provision would not be included if no TIF for roads contemplated].*

15. 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.

16. 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.

17. 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 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, the notice of termination or modification may be appealed to the _____ Board of Adjustment in the manner provided by G.S. 160A-388(b).

18. 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 subject 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 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.

19. 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 by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

The Town at: Town Manager

Developer at: _____

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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 the 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.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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

Developer:

_____, a _____

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 _____, a _____, 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 _____, 20__.

NOTARY PUBLIC

My commission expires: _____

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

The Town:

TOWN OF STALLINGS, a Municipal Corporation .

By: _____

Name: _____

Title: _____

NORTH CAROLINA

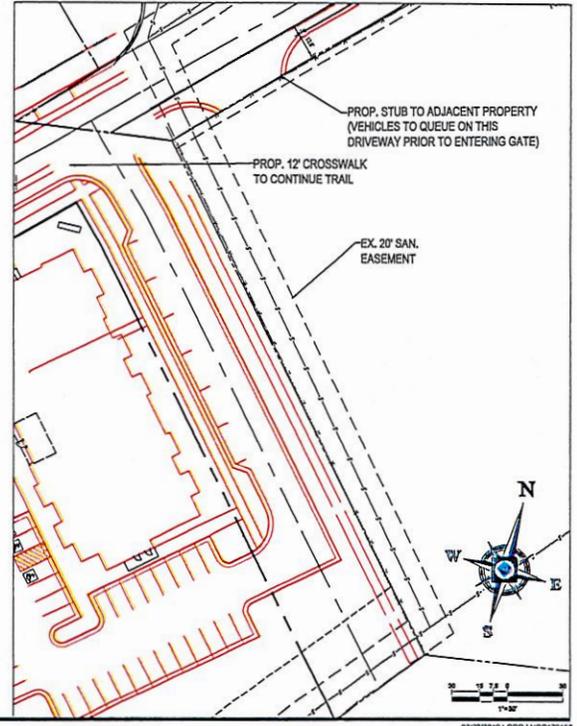
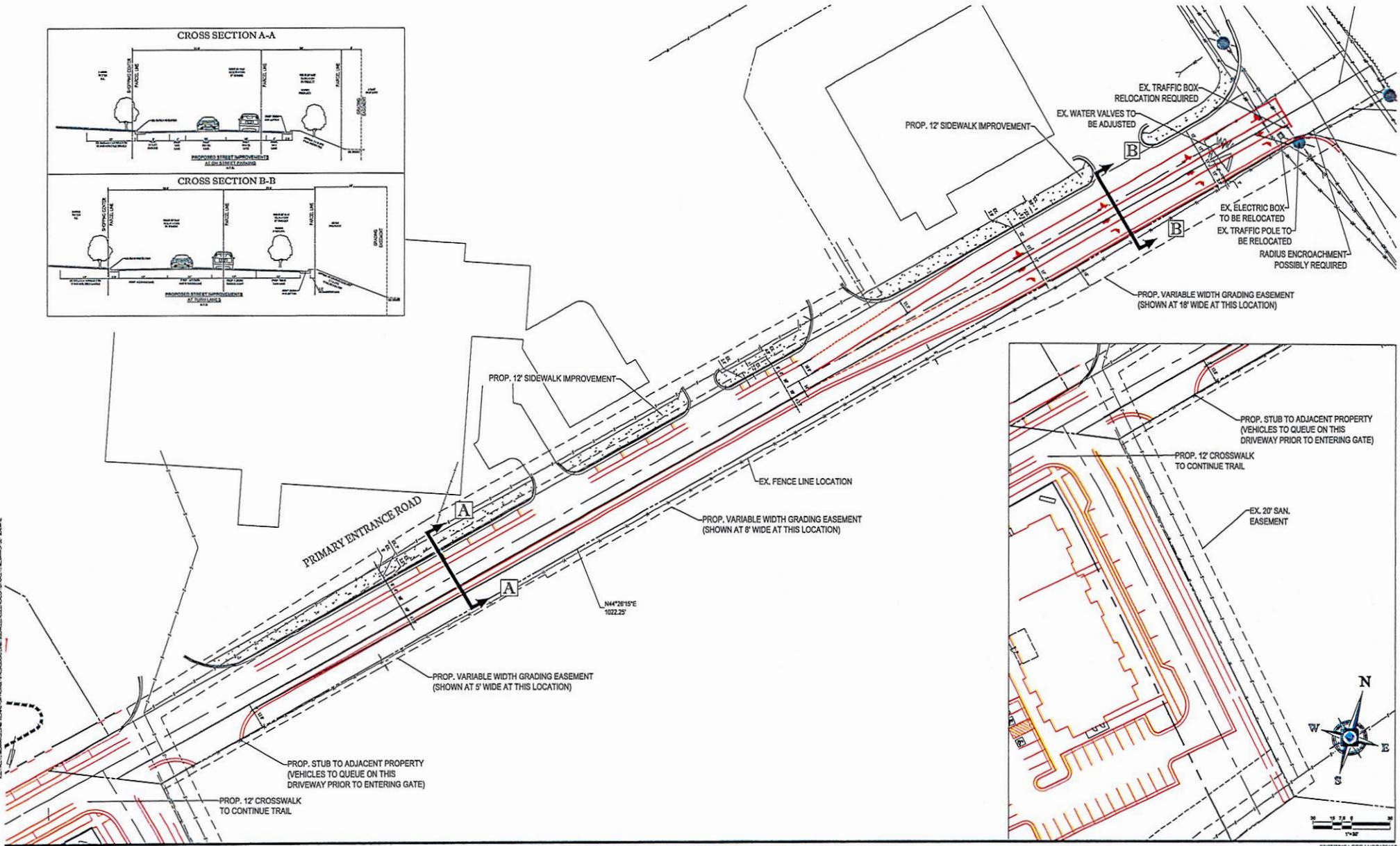
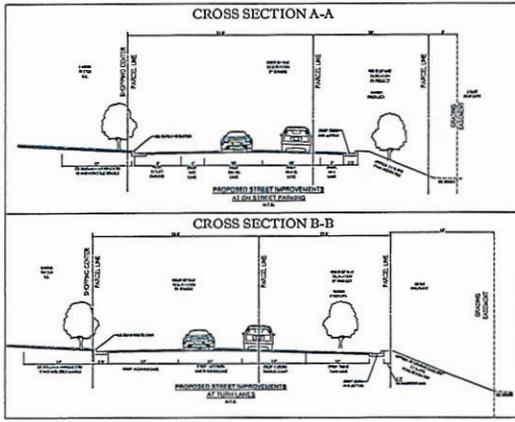
UNION COUNTY

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

Witness my hand and official stamp or seal, this ___ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____



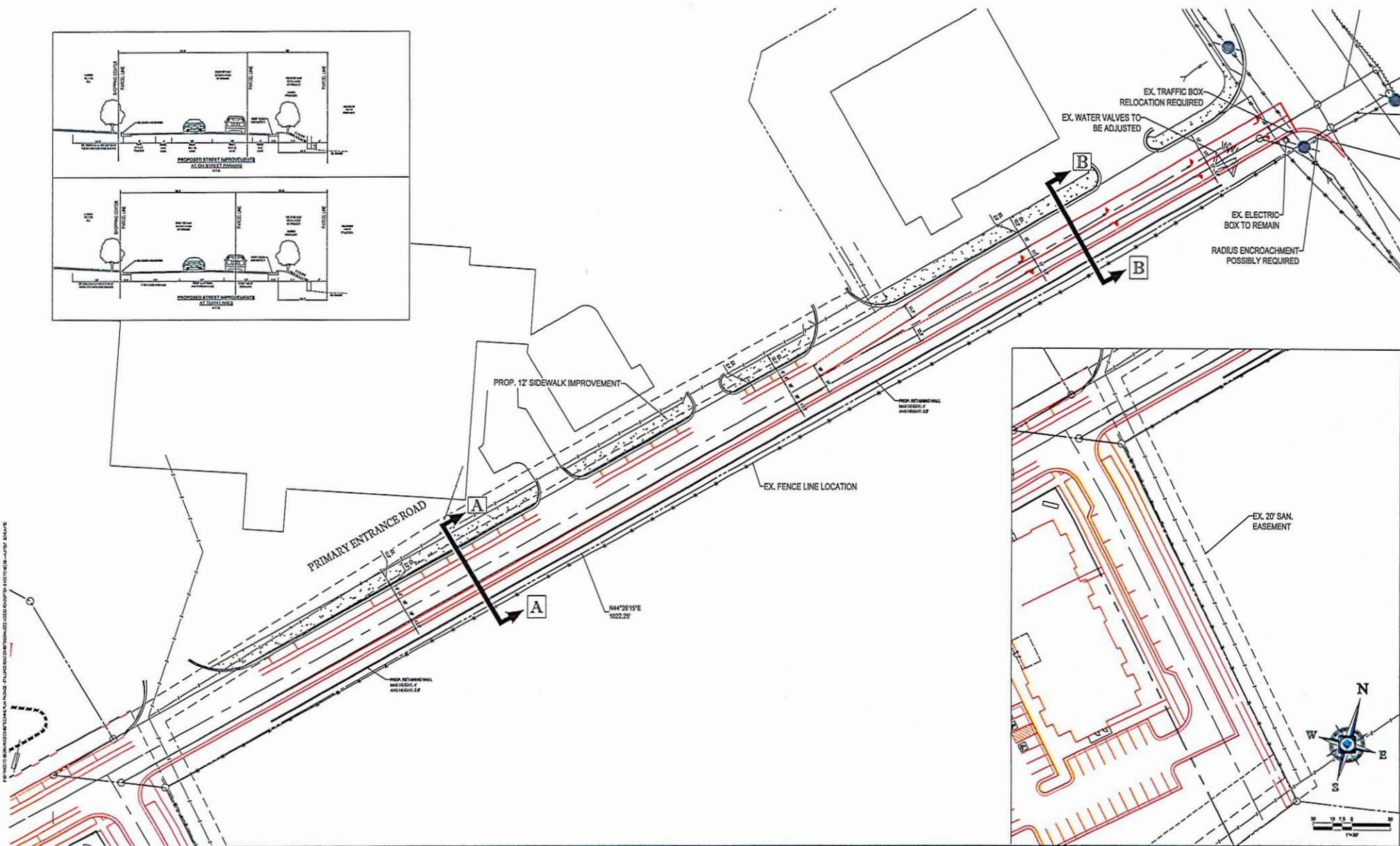
1527 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203
 (704) 333-1110
 FAX: (704) 333-1100
 WWW.BE-NC.COM

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IDLEWILD RESIDENTIAL EXHIBIT A

STALLINGS PRIMARY ENTRANCE EXHIBIT
 MATTHEWS/STALLINGS, NC

03/20/2018 | OOR | NCC172166



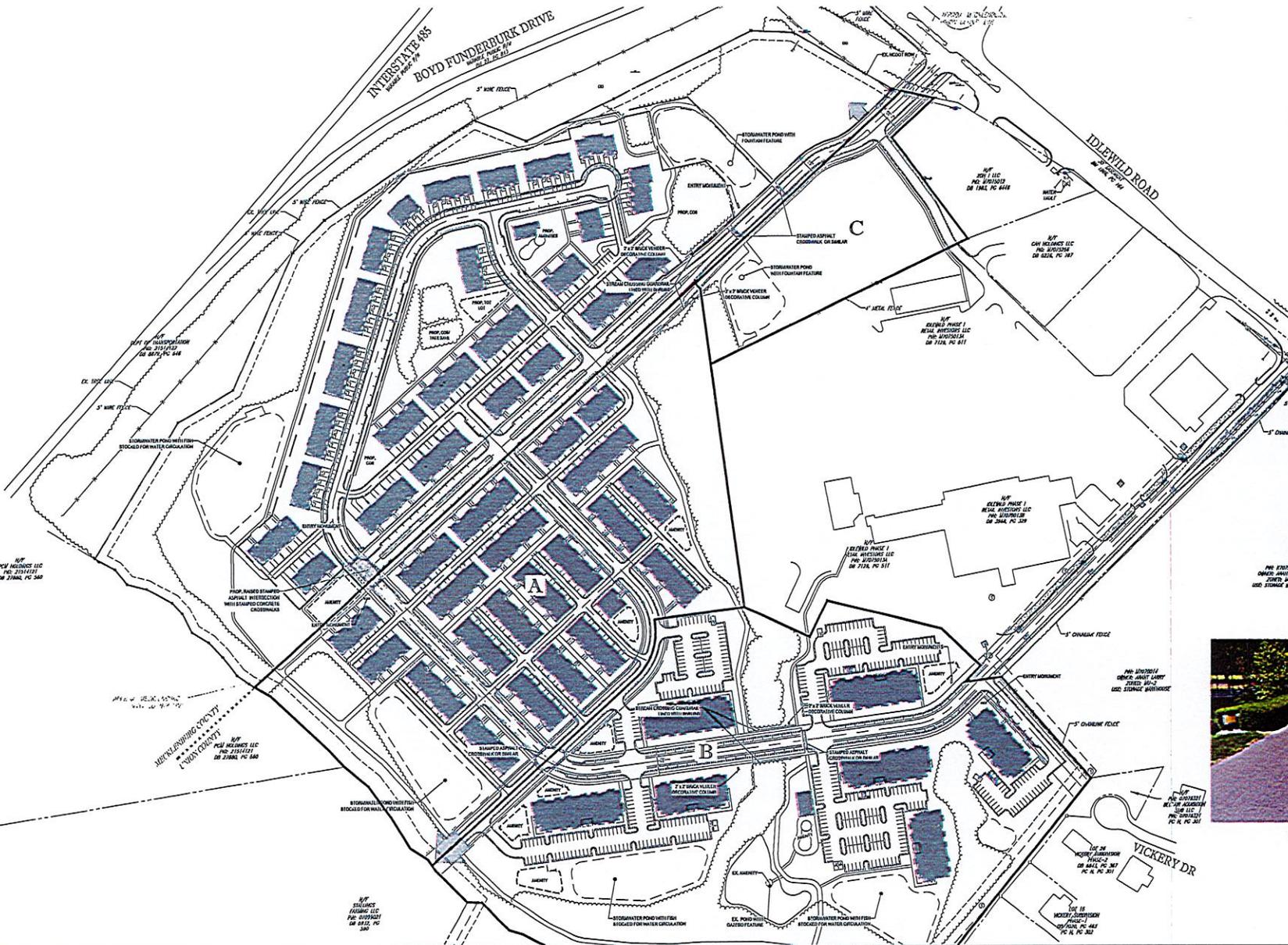
BOHLER
ENGINEERING NO, PLLC

IDLEWILD RESIDENTIAL EXHIBIT B

STALLINGS PRIMARY ENTRANCE EXHIBIT
MATTHEWS/STALLINGS, NC

1827 S. BROWN STREET, SUITE C CHARLOTTE, NC 28203
PHONE: (704) 527-2200 FAX: (704) 527-2248
WWW.BOHLERENGINEERING.COM

3/29/18 | DCR | NC172166



2' x 2' BRICK VENEER
DECORATIVE COLUMN EXAMPLE



STREAM CROSSING GUARDRAIL
LINED WITH SHRUBS EXAMPLE



IDLEWILD RESIDENTIAL EXHIBIT C

STALLINGS SITE FEATURES EXHIBIT
MATTHEWS/STALLINGS, NC



1807 S. TRYON STREET, SUITE 210, CHARLOTTE, NC 28203
PHONE: (704) 374-5368 FAX: (704) 374-5361
WWW.BE.NC.COM

Streetworks

DESCRIPTION

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

Catalog #		Type	
Project			
Comments		Date	
Prepared by			

SPECIFICATION FEATURES

Construction

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

Electrical

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

Optical

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

Mounting

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

Finish

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

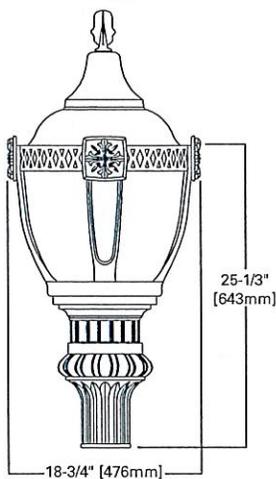
Efficiency Standards Notice

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

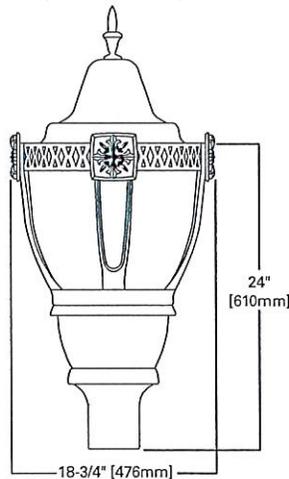


DIMENSIONS

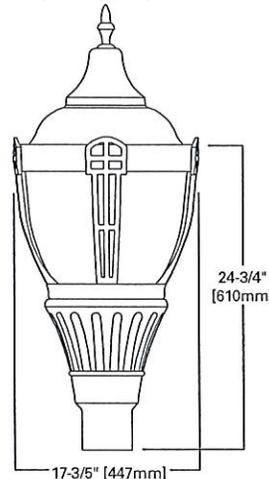
ACN (Acorn Base)



ARC (Architectural Base)



CLB (Classical Base)



ACN/ARC/CLB GENERATION SERIES

70 - 320W
Pulse Start Metal Halide
50 - 250W
High Pressure Sodium

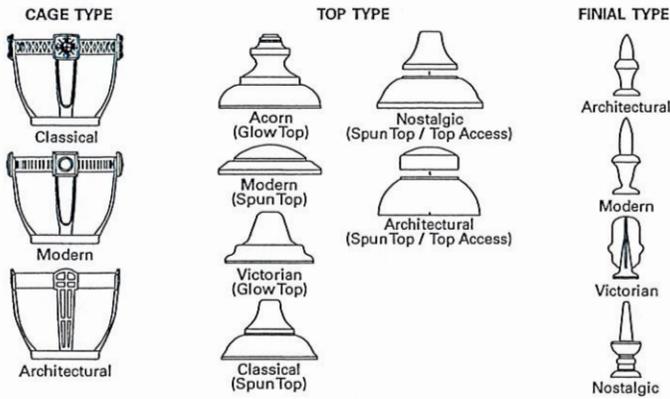
DECORATIVE POST TOP
LUMINAIRE

EPA
Effective Projected Area:
2.1 Square Feet

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

IDLEWILD RESIDENTIAL EXHIBIT D

CONFIGURATIONS



ORDERING INFORMATION

Sample Number: ACN17PWW3322BK

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

- NOTES:
- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
 - Medium-base pulse start metal halide is standard in 150W and below.
 - Consult an Eaton representative for lamp/ballast type/voltage compatibility.
 - Available 50-150W, 120/240V or single voltage only.
 - Pulse start metal halide EISA compliant high reactance ballasts are available in 70, 100 and 150 watts.
 - Available in 120V only.
 - Pulse start metal halide EISA compliant constant wattage autotransformer (CWA) ballasts are available in 150, 250 and 320 watts.
 - Pulse start metal halide 150W 480V requires high reactance to meet EISA requirements.
 - Cage type painted to match housing.
 - Available Acorn and Victorian tops only. Finial finished in gold.

Photo: Urban Edge

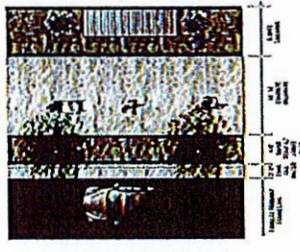
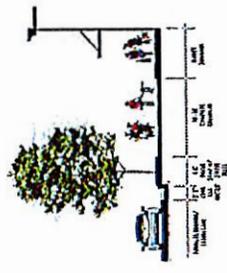


Photo: Suburban Edge
COURTESY, ASSOCIATES IN ARCHITECTURE

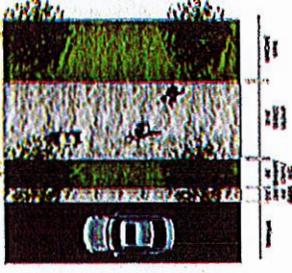
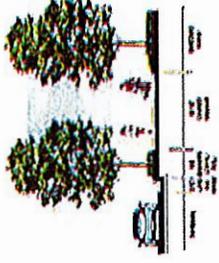


Photo: Suburban Edge

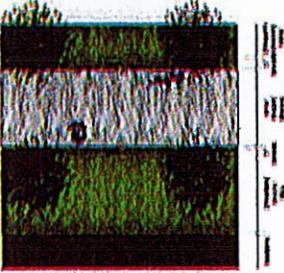
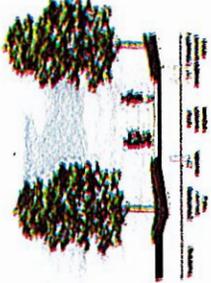


Photo: Suburban Edge

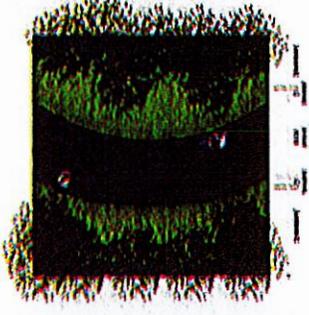
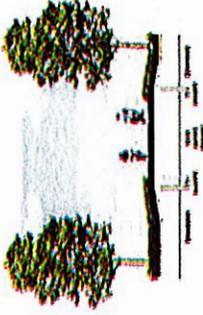
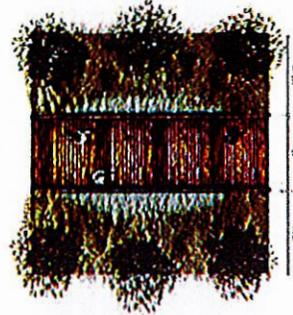
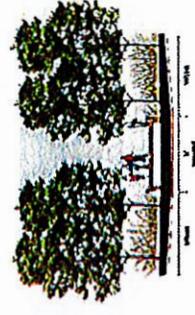


Photo: Suburban Edge

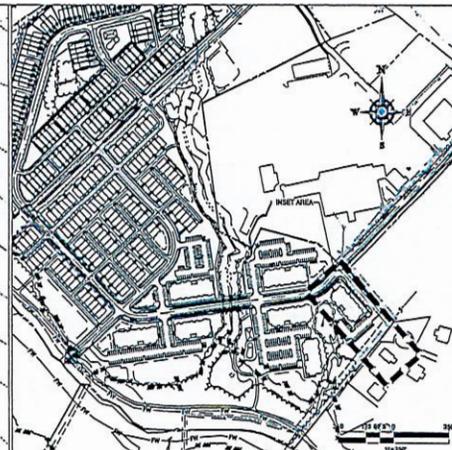
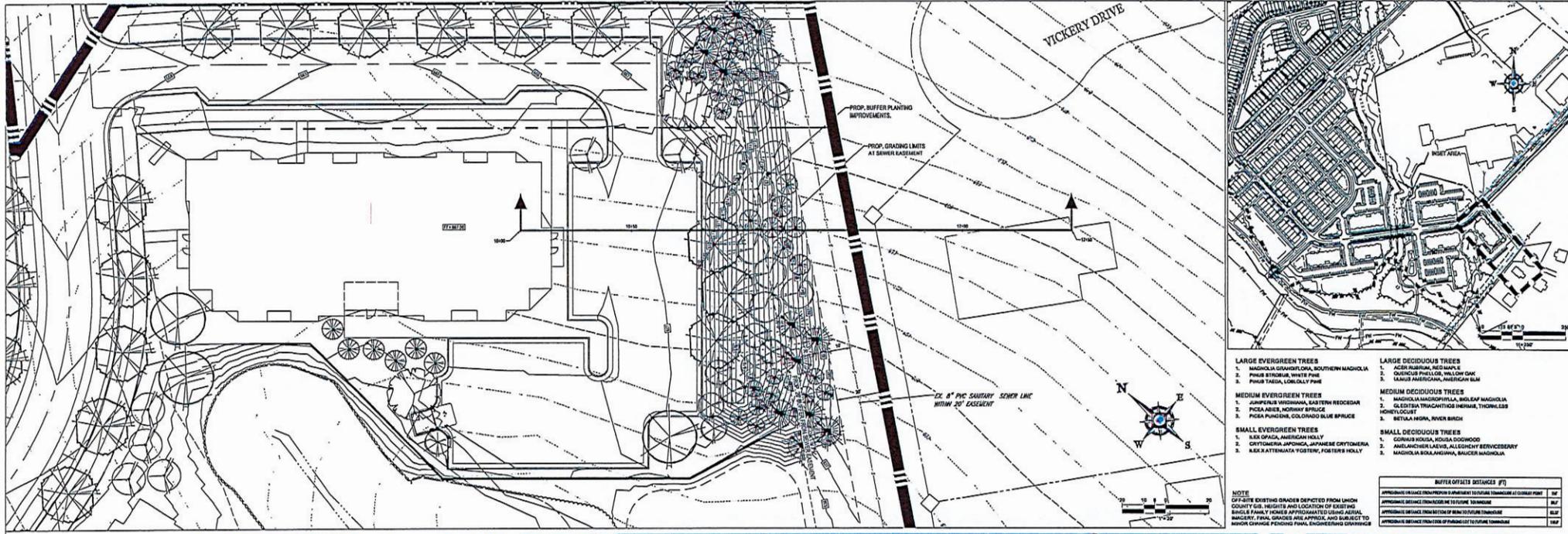


CONNECT
Stallings
The Urban & Suburban Trail Plan

stallings trail types

DESTINATION L³ DESIGN
PLANNING DESIGN ENGINEERING

IDLEWILD RESIDENTIAL EXHIBIT E



- LARGE EVERGREEN TREES**
1. MAGNOLIA GRANDIFLORA, NORWICH MAGNOLIA
 2. PINUS STROBILUS, WHITE PINE
 3. PINUS TAEDA, LONGBELL PINE
- MEDIUM EVERGREEN TREES**
1. JAPONICA VIRENDRINA, EASTERN REDCEDAR
 2. PINUS ADLERS, NORWAY SPRUCE
 3. PINUS PUMILANA, COLORADO BLUE SPRUCE
- SMALL EVERGREEN TREES**
1. NIX OPAEA, AMERICAN HOLLY
 2. CRYPTOMERIA JAPONICA, JAPANESE CRYPTOMERIA
 3. NEX 3 ATTENUATA YOSTEW, FORBES HOLLY
- LARGE DECIDUOUS TREES**
1. ACER RUBRUM, RED MAPLE
 2. QUERCUS PRINCEPS, WILLOW OAK
 3. LAURUS AMERICANA, AMERICAN BLENK
- MEDIUM DECIDUOUS TREES**
1. MAGNOLIA NAGASACKIPIPIA, MAGNOLIA MAGNOLIA
 2. GLEDITSIA TRICANTHOS INTRATA, THORNLESS HONEYLOCUST
 3. BETULA NIGRA, RIVER BIRCH
- SMALL DECIDUOUS TREES**
1. CORNUS KOUSA, KOUSA DOGWOOD
 2. ANELANCHER LAEVIS, ALLEGHENY SERVICEBERRY
 3. MAGNOLIA SOBA, ANDROMA, BRUCEA MAGNOLIA

BUFFER OFFSET DISTANCES (FT)

APPROXIMATE DISTANCE FROM PROPERTY LINE TO BUFFER	OFFSET
APPROXIMATE DISTANCE FROM PROPERTY LINE TO BUFFER	10'
APPROXIMATE DISTANCE FROM BUFFER TO PROPERTY LINE	10'
APPROXIMATE DISTANCE FROM BUFFER TO PROPERTY LINE	10'
APPROXIMATE DISTANCE FROM BUFFER TO PROPERTY LINE	10'



BOHLER
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IDLEWILD RESIDENTIAL EXHIBIT F
STALLINGS RESIDENTIAL BUFFER EXHIBIT
STALLINGS, NC

1937 S. TAYLOR STREET, SUITE 200, CHARLOTTE, NC 28203
PHONE: (704) 237-0000 FAX: (704) 237-0001
WWW.BOHLERENGINEERING.COM



Side Elevation w/ Stair Tower
3/32" = 1'-0"



Front Elevation
3/32" = 1'-0"

North 44 Property Management, LLC

Concept Elevations
January 31, 2019

IDLEWILD RESIDENTIAL EXHIBIT G
Matthews / Stallings, North Carolina

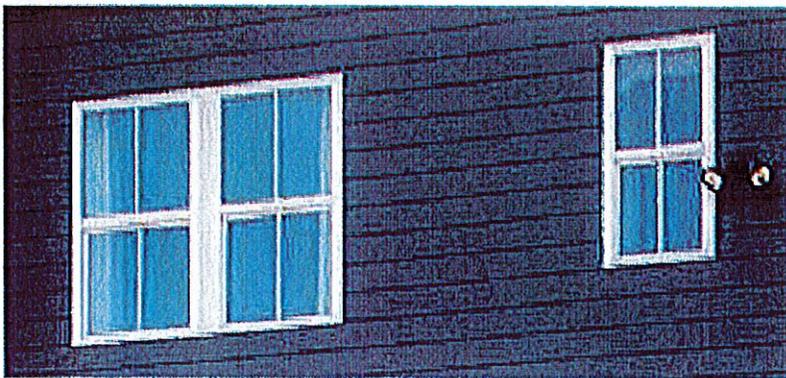


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ENGINEERING, NC, PLLC
1927 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203
PHONE: (800) 272-3400 FAX: (800) 272-3401





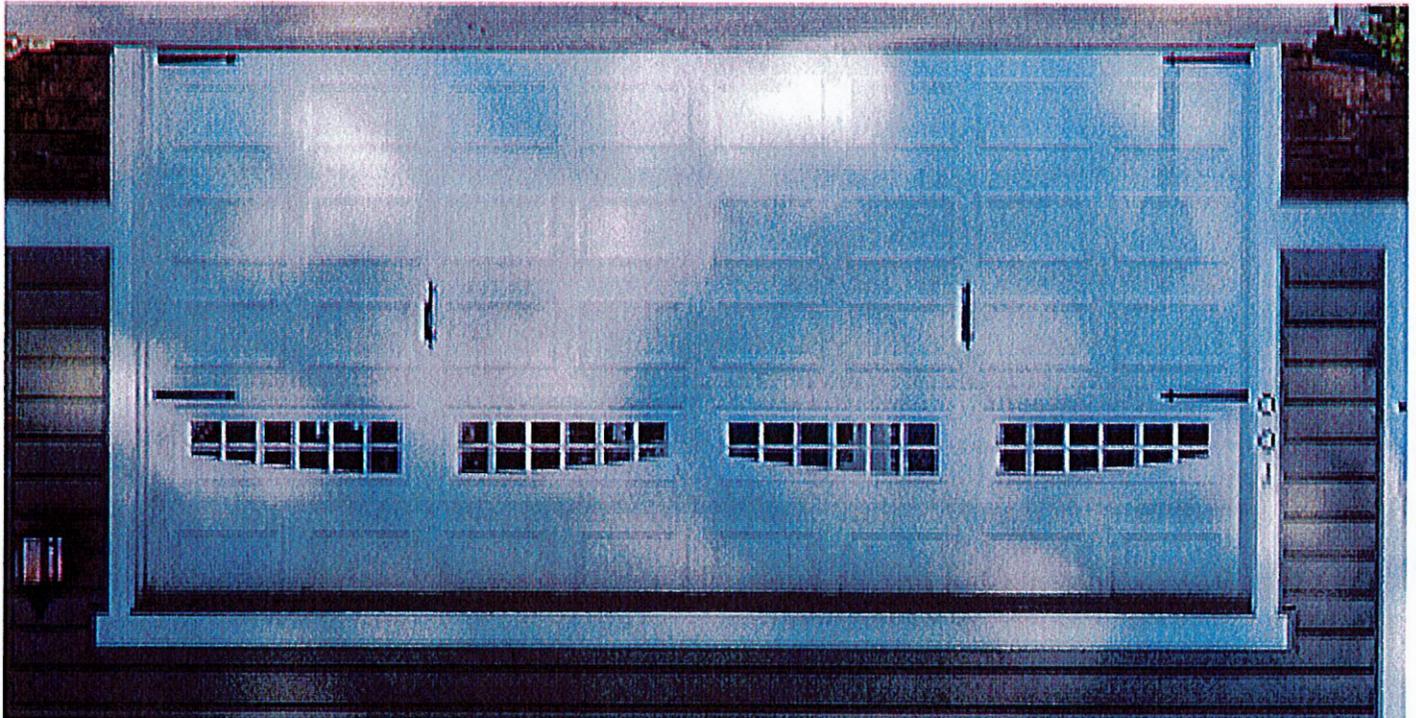
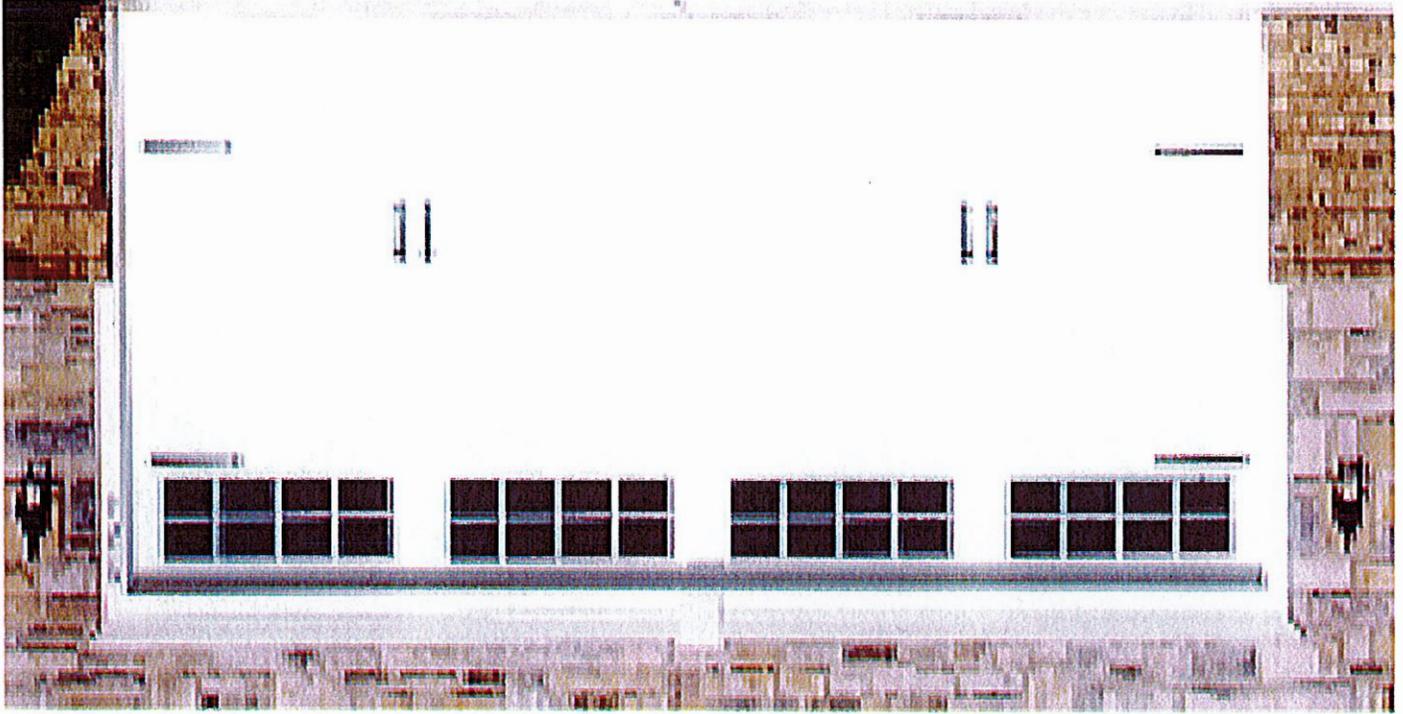
front elevation window examples



rear elevation windows example

Exhibit I.
3/26/19
Idlewild
Development
agreement
Stallings NC

IDLEWILD RESIDENTIAL EXHIBIT J





MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 4/17/19
RE: Whetstone Road Abandonment

Purpose: This memorandum provides background regarding the Whetstone Road Abandonment process.

Background: The Town has received a request to abandon an approximately .474-acre portion of Whetstone Drive. While this road is in the Town's maintenance system, it is not built to Town standards and the portion being requested for abandonment is not in good condition.

The process for right of way abandonment is three-step and involves the following:

1. Council adoption of a resolution and calling for a public hearing date to be established. (Completed on 9/10/18)
2. The resolution will then be published for four consecutive weeks prior to the hearing, and a copy of the resolution posted on the property for the same period. (The resolution was published in the Enquirer Journal 9/14/18, 9/21/18, 9/28/18 and 10/5/18, the resolution was posted starting 9/12/18).
3. Public hearing be held. (PH -10/08/18)

The applicant, Chestnut of Union, LLC is requesting the abandonment to utilize the property as a portion of their proposed development to be located on adjacent properties (see attached exhibit). By request of Council, the applicant conducted an appraisal to assess value of the land and it was established by the applicant's appraiser that the land is valued at \$31,000.

The Council requested a payment of \$50,000 for the abandoned property, the applicant countered with \$31,000 being their highest and best offer. The Council requested that the Town Manager have an independent appraisal done to verify the value.

At the 10/22/19 meeting, the Town Council opted not to have a commercial appraisal conducted due to cost, recessed the public hearing until 1/14/19 Council meeting, and discussed keeping the Town's price at \$50,000.

At the 1/14/19 Council meeting, the developer's representative attended and discuss the price. No action was taken.

At the 4/8/19 Council Meeting, the Council indicated it would discuss the issue further at the 4/23/19 Council meeting.