



May 28, 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.	Police Chief Public Input Session	Alex Sewell, Town Manager	Public Comment Session
3.	7:50 p.m.	DA19.03.02 - Solis at Chestnut Development Agreement A. Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Lynne Hair, Town Planner	Approve/Deny development agreement. Motion: I make the motion to approve/deny Solis at Chestnut Development Agreement.
4.	8:20 p.m.	Pay and Classification Study	Alex Sewell, Town Manager Cheryl Brown, MAPS Group	Approve/Deny Pay and Classification Study Motion: I make the motion to approve/deny the Pay and Classification Study.
5.	8:30 p.m.	Greenway: Request for Qualifications (RFQ) Results – Engineering and Contract	Alex Sewell, Town Manager Eric Woolridge, Destination by Design	Approve/Deny Greenway Engineering Costs and Contract Motion: I make the motion to approve/deny Greenway Engineering Costs and Contract.

6.	8:50 p.m.	Town Hall Second Floor Renovations Layout and Structural Engineering	Erinn Nichols, Deputy Town Manager Rick Brown, Boomerang	Approve/Deny Renovations Layout and Structural Engineering. <i>Motion: I make the motion to approve/deny the 2nd Floor Town Hall Renovations Layout and Structure Engineering Contract.</i>
7.	9:05 p.m.	Employee Safety Bonus <i>(Martin)</i>	John Martin, Council Member	Discussion and Possible Action.
8.	9:15 p.m.	ETJ Legal Research Request <i>(Martin)</i>	John Martin, Council Member	Discussion.
9.	9:25 p.m.	Traffic Impact Analysis Ordinance <i>(Paxton)</i>	Lynda Paxton, Council Member	Discussion.
10.	9:35 p.m.	School Impact Study <i>(Paxton)</i>	Lynda Paxton, Council Member	Discussion.
11.	9:45 p.m.	Closed Session Pursuant to NCGS143-318.11(a)(6)	Wyatt Dunn, Town Manager	
12.	10:00 p.m.	Adjournment	NA	<i>Motion: I make the motion to adjourn.</i>



MEMO

Agenda Item # 3

To: Town Council
From: Lynne Hair, Planning and Zoning Administrator
Date: May 22, 2019
RE: DA19.03.02

Attached please find a copy of the final Development Agreement document for Solis @ Chestnut Farms multi family project located on Matthews-Weddington Road at Chestnut Lane.

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

The Planning Board voter to recommend approval of the DA at their May 21, 2019 meeting.

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into this 28th day of May, 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 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 concept plans attached as Exhibit "B" and incorporated herein for all purposes (the "Plan") in accordance with the Town of Stallings Development Ordinance (the "Zoning Ordinance"), the plan contains multi-family dwelling units.

5. After careful review and deliberation, the Town has determined that the Project is consistent with the Zoning Ordinance, as adopted pursuant to the Small Area Plan, and that it would further the Town's land use planning objectives and policies as set out in the Zoning Ordinance, as well as the health, safety, welfare and economic well-being of the Town.

6. The Town has also determined that the Project will secure quality planning and growth, strengthen the tax base and provide public amenities and infrastructure.

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at large; confirming the phasing of the construction of the Project; and providing assurances to Developer 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 28, 2019 and 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, a place where a copy of the Agreement can be obtained and approximate delivery dates for public facilities, if any. The approval of this Agreement by the Town Council included the approval of the concept site plan for the project, attached hereto as Exhibit "B" and incorporated herein by reference.
2. Permitted Uses/Maximum Density. The Property may be devoted to the uses described on the Plan. The Property is located in the MU-2 zoning district.
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. The parties understand and agree that the Plan is conceptual in nature and that 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 Plan are 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 May 27, 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 transferred to the Town for ownership and maintenance after they have been constructed and installed.

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. A minor amendment to the Plan approved by the Town of Stallings Development Administrator 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.

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 (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: 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 and Open Space. 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.

[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 Plan

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



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
TIA	
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
Stallings Request, not in TIA	
6 Existing Roundabout Improvements	87,500
7 Greenway Trail & Bridge	180,000
Result of Roundabout Improvements	
8 Move Above Ground Power Lines	150,000
Total	700,863

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

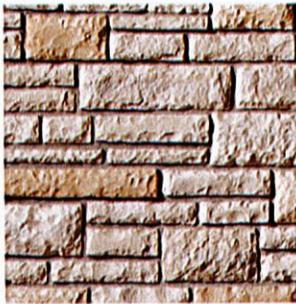
The architectural design for the Project shall be in keeping with the below conceptual elevations and materials. A list of representative architectural colors and materials are included below.



EXHIBIT "D"
Page 2 of 2
Architectural Elements



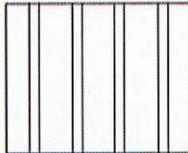
ROOF SHINGLES:
GEDROSTOWN GRAY



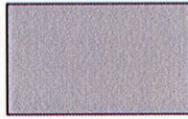
CULTURED STONE LIMESTONE VENEER:
GOLDEN BUCKEYE



ROUGH SAWN LUMBER



FIBER CEMENT BOARD & BATTEN
EXPOSURE 1



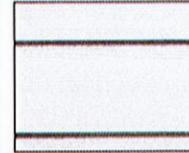
STANDING SEAM METAL ROOF:
SLATE GRAY S19



FIBER CEMENT BOARD & BATTEN
EXPOSURE 2



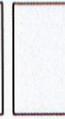
VINYL WINDOWS AND RAILS:
PURE WHITE



FIBER CEMENT SIDING



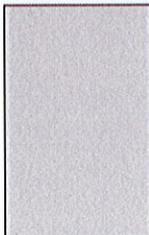
STOREFRONT SYSTEM:
DARK BRONZE



GUTTERS:
PURE WHITE



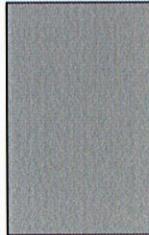
FIBER CEMENT PANELS & TRIM:
SW PURE WHITE



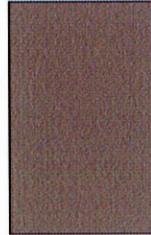
FIBER CEMENT PANELS:
SW KNITTING NEEDLES



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

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EXHIBIT "E"
Trail and Sidewalk Exhibit

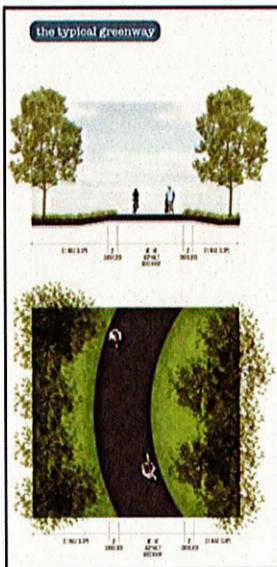
Solis Chestnut Farm
Greenway Trail



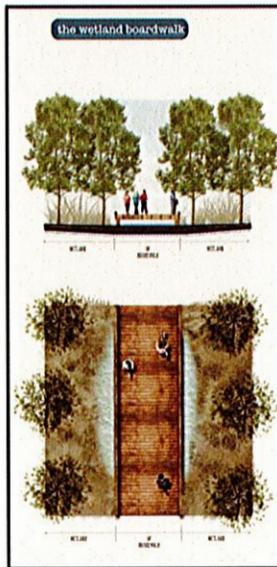
SOLIS CHESTNUT FARM
STALLINGS, NORTH CAROLINA



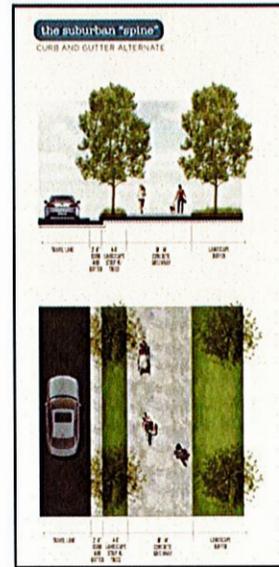
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MEMO

To: Town Council

From: Alex Sewell, Town Manager

Date: 5/23/19

RE: Pay & Classification Study: Council Questions & Answers

Purpose: This memorandum provides responses to Council member questions regarding the Pay & Classification Study.

Background: The Town worked with an expert third party to have a pay and classification study conducted for Town employees. The study was presented to the Council at the 4/23/19 Council Meeting for informational purpose, and the Council opted to put it on the agenda for the 5/28/19 meeting.

The reason behind this timeframe is that this would allow the Council ample opportunity to review the materials, ask questions, and allow the consultant/staff to provide a list of answers to all questions (such that all Council members will receive the same information).

Questions/Responses: Council member questions are in black text below, Manager responses in red text, and Consultant responses are in blue text.

- 1.) I would like to propose we add for our budget for more pay for our Police Department.
 - a. **With the employee safety budget on the agenda for the 5/28/19 meeting, further clarification found that there was a concern regarding the proposed starting salary for the Police Officer position (\$39,600 starting salary).**
 - b. I would think that the Police Officer group is the group the Council would want to focus on more, as the Police Officers are prone to heavy solicitation by other agencies. Grade 17, which is recommended for this class, is slightly higher than average, although not as high as Union County. If the Council wants to change the Grade to 18, this could impact the supervisory grades and of course, cost more money.

- c. If the Council wishes to move up the Police Officer position to Grade 18 (\$41,580 starting salary), you also need to move everything up one grade through the rank of Sergeant. Corporal needs to remain one grade above Police Officer and there needs to be a 10% spread maintained between Corporal and Sergeant, thus the need to move the Sergeant to Grade 21. That leaves a 15% spread between Sergeant and Captain, which I'm fine with. And the ranks above Captain are fine. By changing the grade assignments for the Police Officer and the subsequent changes needed, it makes a pretty significant impact on the cost. I would still recommend Option 4, and this would remain the lowest cost option.
- d. If the Council opts to make the pay grade changes discussed above under Option 4 (1/2% increase in pay for every year in current position), the total projected implementation cost for FY 19-20 would increase from approximately \$70,000 to \$105,000.
- e. Another option to consider is the Study's recommendation to add a Career Development Program (Under the "Policy" tab, see pg. 2 for the recommendation and pg. 2 (#8) and the example on pg. 4. A career development plan typically would allow for officers within the same grade to be compensated for meeting established levels of training, education, and experience.

2.) [S]ee about offering a bonus for members who live within the town and offer an incentive to move into town limits for those who don't.

- a. The Pay & Classification Study did not identify adding this benefit as a need. If the Council decides it wants to add an incentive for living in Town, I would do it as a lump sum stipend. For example, give those who live in the Town \$200 per month (or some other amount) to allocate toward their mortgage or their rent. Whatever the stipend amount may be, it would be easy to cost per employee per year. It will be taxable, so there will be impact there, too, for the Town. I wonder about the impact of this type of incentive – meaning that I wonder whether it will really attract anyone who currently lives outside of the Town limits to move within the Town limits or remain in the Town limits if presented with an opportunity to live outside of the Town limits. The beauty of the area down there is that employees can work

in town, but live on family property, etc., out in the country. I'm not sure how much of an incentive the Town would have to offer to incent someone to move within the Town limits who currently resides outside of the Town limits. Perhaps it might be a meaningful recruitment tool for new officers not from the area, but I think some additional thought about the anticipated impact could be beneficial.



MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 5/23/19
RE: RFQ/Greenway Design Contract - Vickery

Purpose: This memorandum provides background and follow-up regarding hard design for a portion of the Greenway Trail.

Background:

- The developer of the Vickery subdivision donated property to the Town to be developed as a Town trail;
- In the FY 18-19 Budget, the Council approved funding for greenway design work for the donated Vickery property;
- On 2/11/19, the Council authorized staff to go through the RFQ process for the purpose of selecting a design firm for the work;
- On 2/25/19, the Town has approved the CONNECT Stallings Recreation & Greenway Master Plan.

Update: The Town issued an RFQ for design services under the CONNECT Stallings Recreation & Greenway Master Plan. The Town received 3 submittals. A committee consisting of Town Engineer, Town Manager, Parks & Recreation Director, and Planning Director evaluated the proposals and interviewed the applicants. The committee unanimously concluded that Destination by Design is the best qualified firm.

Attached is a \$63,000 design contract with Destination by Design regarding the property that was donated by the Vickery subdivision developer for the purpose of development as a Town trail. The \$63,000 is already approved within the Town's budget and requires no additional allocation.

Recommendation: Approve the contract with Destination by Design for \$63,000 regarding the property that was donated by the Vickery subdivision developer for trail development.

THIS CONTRACT is entered into this the 28th day of May, 2019, by and between, Destination by Design, LLC (the "Contractor"), and the Town of Stallings, a municipal corporation of the State of North Carolina, (the "Town");

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

- A. The Contractor agrees to perform for the Town the following services which are hereby described/incorporated herein:
 - a. Obtain survey of immediate greenway area;
 - b. Conduct wetland and other permitting delineation;
 - c. Work with the Vickery Subdivision and any other adjoining neighbors for community input;
 - d. Develop engineered construction documents for the greenway trail; and
 - e. Undertake all work to accomplish the work described herein.
- B. The area that Contractor shall provide the above services for is generally shown in ATTACHMENT A which is herein incorporated by reference.
- C. All work will be done in accordance with the Town of Stallings' CONNECT Stallings Recreation & Greenway Master Plan.
- D. If there is a conflict between the terms of this Contract and the terms of the any attached documents referenced herein, then the terms of this Contract shall supersede the terms of the attached document. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been expressly authorized in writing by the Town of Stallings.

2. TIME OF COMMENCEMENT AND COMPLETION.

- A. Contractor shall commence the work required in this contract no later than 15 days after the date of execution of this Contract, and the Contractor shall complete entire work no later than January 31, 2020.
- B. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Contract must be agreed to in writing by the Town and the Contractor.

3. CONSIDERATION AND PAYMENT OF SERVICES.

- A. In consideration of the above services, the Town will pay the Contractor the sum not to exceed \$63,000. This payment shall be final.
- B. Contractor's compensation for work shall be made upon certified billing and progress reports to be made monthly to the Town by Contractors for work performed during the preceding month, with payment to be made within thirty (30) days from receipt of such billing.

- C. If any items in any invoices submitted by the Contractor are disputed by the Town in good faith or for any reason, including lack of reasonable supporting documentation, the Town shall temporarily delete the item(s) and shall promptly notify the Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, the Contractor shall include the disputed item on a subsequent regularly invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.
- D. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment or any taxes related to the Town's income.

4. INDEMNIFICATION.

- A. The Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Stallings, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Stallings its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence and/or intentional acts of the Contractor.

5. APPLICABILITY OF LAWS AND REGULATIONS.

- A. The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Town of Stallings in the performance of the services outlined in this Contract and any attached specifications.
- B. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. Town and Contractor agree to accept the remaining terms and conditions. Should any part of this Contract be declared unenforceable, all remaining sections shall remain in effect.

6. E-VERIFY COMPLIANCE.

- A. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Town shall comply with North Carolina General Statute §160A-169.1 (E-Verify). The Parties agree to provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

7. QUALITY AND WORKMANSHIP.

- A. All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

8. NON-APPROPRIATION CLAUSE

- A. Notwithstanding any other provisions of this agreement, all obligations of the Town under this agreement which require expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

9. INSURANCE.

- A. The Contractor shall maintain valid general liability insurance in the minimum amount of one million dollars (\$1,000,000.00), commercial automobile liability insurance in the minimum amount of one million dollars (\$1,000,000.00) and provide a certificate of such insurance naming the Town of Stallings as additional insured by endorsement to the policy. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Stallings within 10 days of their receipt of notice from the insurance company.

- B. Additionally, when required by the Town Manager, Contractor shall maintain:

- C. The Town may require approval in deviations from this requirement if issued in writing.
- D. All required certificates of insurance are attached and considered part of this document.

10. PRE-PROJECT SAFETY REVIEW MEETING.

- A. The Contractor shall attend a pre-project safety review meeting with the appropriate Town staff prior to the start of work. Contractor shall comply with all applicable safety laws/regulations and follow best-practice industry safety protocols.

11. IRAN DIVESTMENT ACT CERTIFICATION

- A. As of the date listed below, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes.

12. ADDITIONAL TERMS

- A. Alternations, deletions, and/or additions to the terms and conditions of this Contract may only be made by the mutual written consent of the parties.
- B. This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Union County.
- C. The Town may terminate the contract at any time and for any reason upon seven (7) days' prior written notice. Upon termination, Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Contract and any other costs incurred as are permitted by this Contract.

D. Contractor shall not sell, transfer, subcontract, assign, or otherwise dispose of the rights and/or obligations of this Contract or any portion thereof, without the written consent of the Town.

E. Contractor shall meet all code requirements.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 20__.

Contractor

Town of Stallings

Name: _____
Name of Contractor (type or print)

Town Representative

By: _____
(Signature)

Title: _____

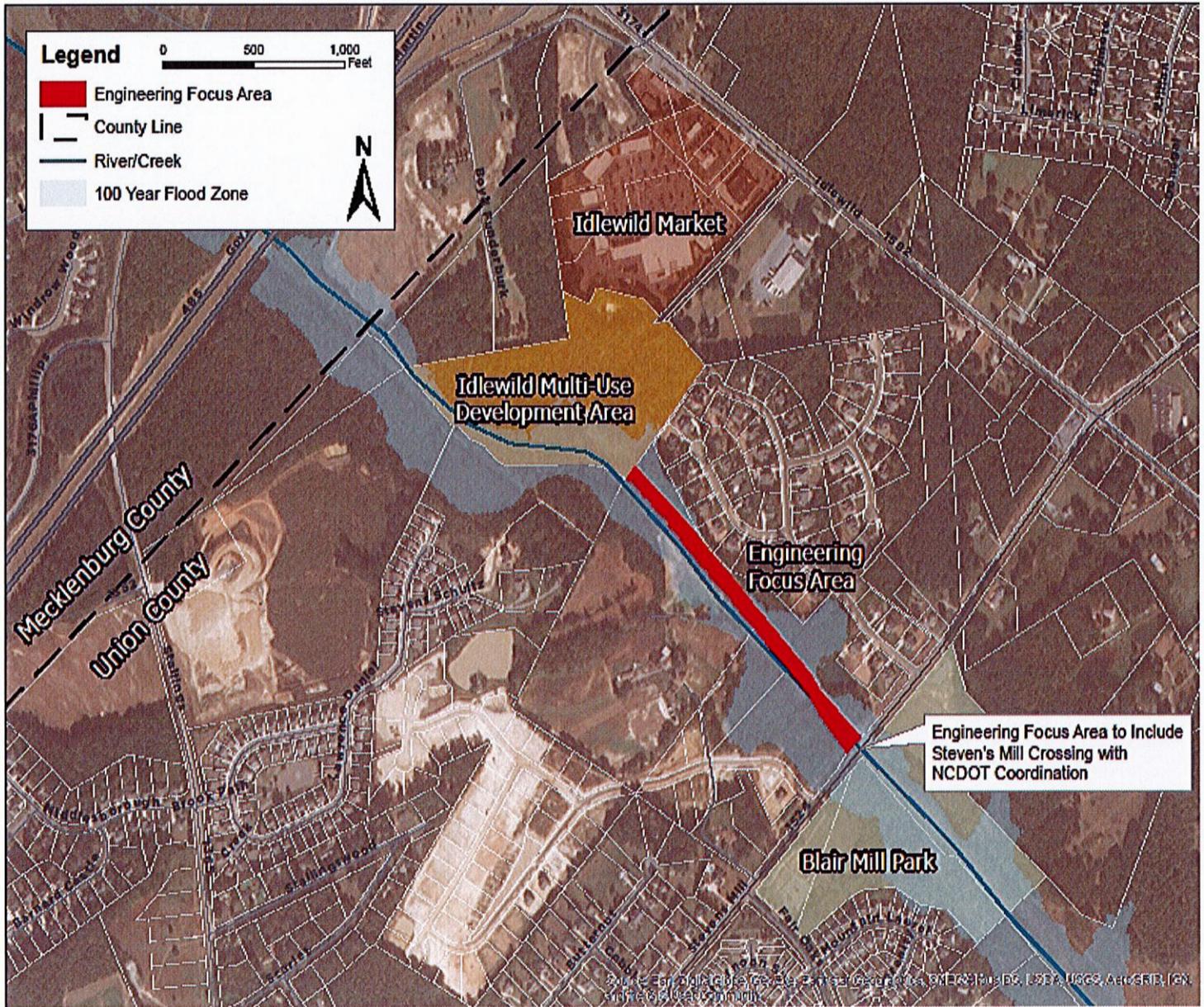
Attest: _____
(Secretary, if a corporation)

Attest: _____
Town Clerk

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

Finance Director

ATTACHMENT A





MEMO

To: Mayor and Council
 From: Erinn Nichols
 Date: 05-22-19
 RE: **Town Hall Second Floor Renovations**

Purpose: To provide background and a recommendation on the second-floor renovations at the existing Town hall.

Background: In 2016, the Council was presented with the space needs for the administrative departments. The New Town Hall was part of that solution and the renovations to the second floor in the original Town Hall was the remainder of the solution. A brief presentation at the Council meeting will refresh the Council’s memory of those needs and assessments.

On February 25, 2019, the Council unanimously approved contracting with Boomerang for the design services for the 2nd Floor Town Hall renovations. Since that date, staff have been meeting with Boomerang to flesh out current needs and options for the space.

On April 9, Department Heads met with Boomerang and identified the following objectives for the space. These objectives coincided with the original needs from 2016:

- Provide more meeting/group space for the Police Department since their space downstairs has no conference capabilities.
- Provide better security to control people entering the administrative area and serve visitors in front of the secure area to the greatest extent possible.
- Plan a more efficient circulation pattern within the office suite. The current workroom area is cramped and access to the staff restrooms is problematic.
- Maximize utilization of the entire existing second floor area. Currently there are voids in the second floor being heated and cooled yet providing no space benefit.

This comprehensive meeting resulted in the attached scheme.

Other Pertinent Data: The scheme involves the reorganization of the administration area and staff toilet re-work. The work necessitates a consulting structural engineer to analyze and plan the new structured floor over the entrance vestibules and wall changes. This work will require more approval efforts since it bridges the existing firewall. Consultant structural engineering was not included in the proposal of March 5, 2019 and therefore the architects request additional fee should you decide to move forward with the scheme.

The proposal from Randy Ruggles, Structural Engineer, is for a sum of \$3,300.00. Because this work is unexpected, Boomerang is willing to waive the contractual markup fee of 15% (AIA 104 -2017, Paragraph 11.4 dated Sept. 19, 2017).

Recommendation: As a rework of the space is necessary to effectively utilize the empty space, ensure safety, and provide the needed meeting space for all departments, staff would recommend the following:

1. Approve the structural engineering costs needed for design work.

This will allow a more accurate cost estimate on utilizing space which is currently unusable but costly to heat and cool.

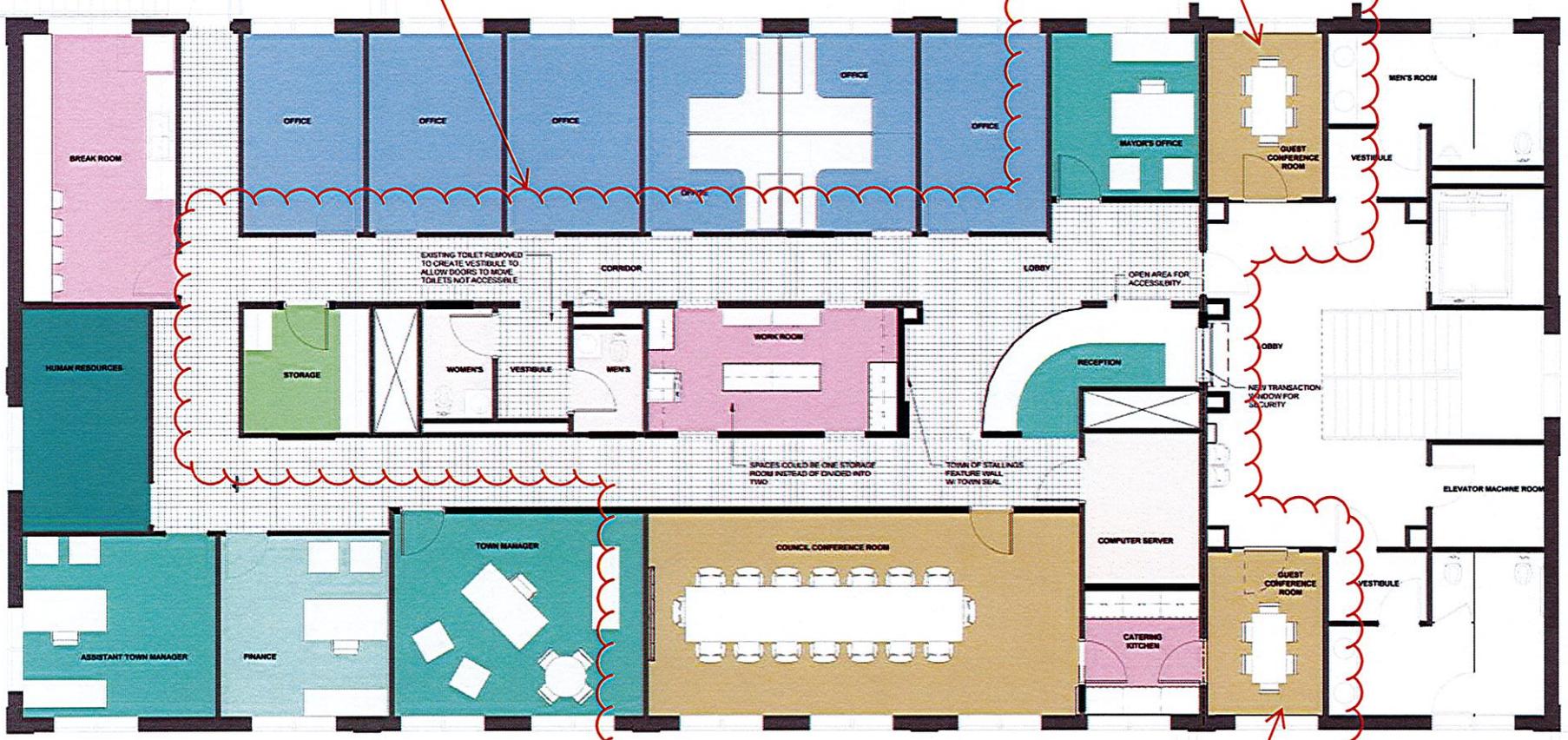
2. Approval of the design for the second-floor renovations.

This design has been vetted through several meetings with each department head and the Town Manager. Staff believes it is a conservative product that will not only meet the needs of all administrative and police staff but also the needs of Council in terms of meeting and workspace. It allows for current needs as well as the foresight for future needs and represents Stallings in a professional light to our public.

"D"

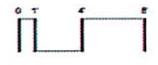
Renovation includes new structured floor and walls to capture usable space for PD/Admin.

Renovation Extents



Renovation includes new structured floor and walls to capture usable space for PD/Admin.

1 SECOND FLOOR RENOVATION PLAN OPTION D
1/4" = 1'-0"





MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: 5/8/19
RE: Employee Safety Bonus

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

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

To do a 2% bonus:¹

- PD Staff: \$29,400
- Non-PD Staff: \$19,200
- All Staff Combined: \$48,600

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

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

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

Memo To: Stallings Town Council

Re: Agenda Item # 9 TIA Limitations

From: Lynda Paxton

Date: May 13 Meeting Date

Council recently adopted an ordinance to require new developments to complete a traffic impact analysis in conjunction with other UDO requirements. After reviewing several of these, it appears that some further clarification may be needed to enhance the quality of information acquired from the study and recommendations for mitigation based on the data provided. Discussion of the following points may be needed.

TIA Ordinance Topics

1. The Mixed Use zoning districts were presented as a way to increase the commercial – residential balance. Commercial components generate more traffic and thus, may increase the developer's cost for mitigation. Should council allow a developer to eliminate commercial components to reduce mitigation cost or balance the costs with reduction of residential units also? It may be helpful to review the study by Jeffrey Dorfman of the costs of residential development which included Union County. Residential cost is \$1.30 for each revenue dollar generated while commercial generates a surplus of .59 on the dollar. See "The Fiscal Impacts of Land Uses on Local Government" by Jeffrey Dorfman at www.landuse.uga.edu.
2. Our TIA ordinance calls for the study area to cover a one mile radius of the site. Given the town's one mile width, this will frequently result in the study including intersections outside our jurisdiction. At the time of adoption, this was considered beneficial in the interest of a more regional view and collaborative approach to planning for impacts. Questions have arisen as to whether the town can require mitigation of impacts that fall outside our jurisdiction. Collaboration with the adjoining town regarding mitigation may be useful.
3. The scoping documents for the TIA typically allow the use of data tables from the Institute of Transportation Engineers for determining trip generation. Those data tables are derived from averages in a nationwide study and may not accurately reflect trip generation for our local area. The ITE manuals are now in the recently adopted 10th Edition. A consult with Steve Blakely revealed that there was a big change in the data for multifamily and industrial/warehouse categories compared to the 9th Edition. For some projects trip generation numbers are significantly less than they would be using 9th Edition tables – one recent project was roughly 2/3 of the previous measurement. Should we request traffic counts from a similar local project to supplement rather than relying solely on national averages?
4. With apartment projects the ITE data does not consider the number of bedroom units in the proposed development. Data is based on geographic based categories such as urban, suburban, rural. Should the town require specification of bedroom counts for projects prior to approval?
5. How can we ensure that there is equitable treatment across projects with request for mitigation or developer contribution for future improvements?

School Impact Study

Secret Shortcut Subdivision

Prepared for:

Secret Shortcut Ventures, LLC

susanclapp
consulting

January 2018

This study provides a projection of the elementary, middle, and high school enrollment of Secrest Shortcut subdivision residents in Union County Public Schools for the 2027-28 school year.

Assumptions

- The subdivision consists of 197 single-family, detached residential housing units.
- The subdivision opens for sale in the fourth quarter of 2018, with close-out occurring within three years. Roughly one-third of the homes are sold and occupied during each of those years.
- The subdivision is an age-targeted community with half of the homeowners being age 50 and over. If fewer than half of the homeowners are age 50 and over, the impact on school enrollment is expected to increase. If more than half of the homeowners are age 50 and over, the impact on school enrollment is expected to decrease.
- Homes sell in the \$275,000 to \$375,000 range.
- The 30-year fixed home mortgage rate stays below 5.64% over the next four years.
- There are no water or sewer restrictions implemented over the next four years.
- There are no major changes in the distribution of enrollment across public non-charter, public charter, private, and home schools over the next ten years.
- There are no major social, economic, or political changes in the Charlotte Metropolitan Statistical Area over the next ten years.

Methods and Data

Using 2010 Decennial Census single year of age data and 2016 5-year American Community Survey (ACS) data for housing units within the Poplin Elementary School, Porter Ridge Middle School, and Porter Ridge High School attendance zones, housing unit yield factors by age (0-17) are calculated. These yield factors represent the average number of children per housing unit in the area. Birth rates for the geographic area are estimated using the aforementioned Census Bureau data and the 2017 North Carolina Office of State Budget and Management population projections for Union County. The yield factors and birth rates are next adjusted to account for the 50+ age-targeted community assumption using ACS data on the age distribution of householders in the school attendance zones. The final estimated housing unit yield factors and birth rates are applied to the 197 proposed housing units in Secrest Shortcut subdivision, and the results are aged forward to produce a ten-year projection of the number of residents

age 0-17 in the proposed subdivision. Estimated rates of public school enrollment from the American Community Survey are applied to those figures, resulting in the total projected impact of the proposed subdivision on Union County Public Schools for the 2027-28 school year.

Results

The 2027-28 school year projected yield rates (average number of children attending public school per housing unit) by age group for the 197 proposed single-family, detached housing units are:

Preschool (Ages 0-4)	Elementary (Ages 5-10)	Middle (Ages 11-13)	High (Ages 14-17)	Total (Ages 0-17)
0.183	0.249	0.107	0.157	0.695

When these yield rates are applied to the proposed Secrest Shortcut site, the total 2027-28 school year projected impact on Union County Public School enrollment is 137 students. The projections by grade level/age group are:

Preschool (Ages 0-4)	Elementary (Ages 5-10)	Middle (Ages 11-13)	High (Ages 14-17)	Total (Ages 0-17)
36	49	21	31	137

Prepared by:

Susan Clapp
Principal Demographer, Susan Clapp Consulting

