



Tuesday, October 15, 2024
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:15 p.m.	Consent Agenda A. Minutes from the following meetings: (1) 09-09-2024 (2) 09-09-2024 – closed (3) 09-23-2024 (4) 09-23-2024 – closed B. Resolution Prohibiting Pornography per State Law C. Police Shooting Settlement D. Amended Budget Ordinance – PD Shooting Settlement	Wyatt Dunn, Mayor	Approve Consent Agenda
2.	7:17 p.m.	Reports A. Report from Mayor B. Report from Council Members/Town Committees C. Report from Town Manager/Town Departments	Council and Staff	NA
3.	7:40 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written
4.	7:43 p.m.	Union County Public Schools Bonds Presentation	Jay Parker, Chief Technology Officer Sandra Greene, Board of Education	Presentation
5.	7:50 p.m.	Union County 2025 Reappraisal Presentation	Vann Harrell, Union County Tax Administrator	Presentation
6.	8:05 p.m.	Union County Cresswind Development	Max Hsiang, Planning Director	Discussion
7.	8:15 p.m.	Waste Connections Contract Extension Option	Erinn Nichols, Asst. Town Mgr.	Approve/Deny the execution of the contract extension

8.	8:20 p.m.	Concrete Spills on Stallings Roads (<i>Ayers</i>)	Steven Ayers, Council Member	Discussion and possible action
9.	8:30 p.m.	Closed Session Pursuant to NCGS 143-318.11(a)(3)	Wyatt Dunn, Mayor	Recess into the closed session
10.	8:45 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn

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

The Town Council of the Town of Stallings met for its regular meeting on September 9, 2024, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Council Members Steven Ayers, Graham Hall, Brad Richardson and Laurie Wojtowicz.

Those absent were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; and Council Member Taylor-Rae Drake.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Kevin Parker, Town Engineer; Jessie Williams, Finance Officer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

As the most tenured Council Member, Council Member Richardson acted as chair of the meeting, welcomed everyone, and delivered the invocation. Council Member Richardson also led the Pledge of Allegiance and called the meeting to order.

Council Member Richardson then led a moment of silent in honor of Patriot Day and memory of the lives lost on 9-11.

Public Comments

No one was present who wanted to give public comments.

1. Consent Agenda

- A. Minutes from the following meetings:
 - (1) 08-12-2024
 - (2) 08-12-2024 – closed
- B. Code Book Supplement Ordinance
- C. CRTPO Board Memorandum of Understanding (MOU) Update
- D. Amended Budget Ordinance 4 – Twin Pines

Council Member Richardson requested to remove *CRTPO Board Memorandum of Understanding (MOU) Update* from the Consent Agenda and add it to the regular Agenda for discussion. Council Member Hall made the motion to approve the Consent Agenda with the above noted change. The motion was seconded by Council Member Ayers and passed unanimously by Council. The *Code Book Supplement*

Ordinance and Amended Budget Ordinance 4 – Twin Pines is attached to these minutes and therefore incorporated herein.

2. Reports

A. Report from Mayor

The Mayor was not present to give a report.

B. Report from Council Members/Town Committees

Council Members Hall, Wojtowicz, and Richardson had no reports.

Council Member Ayers enjoyed the Pickle Ball Courts Grand Opening prior to the Council Meeting that evening and noted that WUMA did not meet the previous month.

C. Report from Town Manager/Town Departments

Town Manager Sewell reported on the following:

- Budget Line Item Transfer List was submitted for the record. *The August Budget Line Item Transfer List is attached to these minutes and therefore incorporated herein.*
- Parks and Recreation Director Donnelly reported that Stallings Fest the coming Saturday from 11 a.m. to 4 p.m. in Stallings Municipal Park.

3. Agenda Approval

Council Member Richardson stated that Consent Agenda Item 1.C., *CRTPO Board Memorandum of Understanding (MOU) Update*, would be added as Agenda Item 7.A. Town Manager Sewell requested the Council add Agenda Item 7.B. as *Vendor/Sponsor Booths at Stallings Fest*. Council Member Wojtowicz made the motion to approve the Agenda with the above noted changes. The motion was seconded by Council Member Hall and passed unanimously.

4. TX24.06.01 - Parking Regulations Text Amendment

Recessed at 08-12-2024 Council Mtg.

Per Staff's request, Council removed this item for the Agenda for Staff to continue to revise the text amendment.

5. Resurfacing Contract

Engineering Director Kevin Parker reminded the Council, in accordance with the Stallings Bid Policy and NCGS §143-129 for road construction and repair, staff initiated formal bidding procedures for the Fall 2024 Resurfacing Contract on August 6, 2024. The project manual was advertised, and bids

were due by 2:00 p.m. on August 27, 2024. A total of seven sealed bids were received and publicly read at 2:05 p.m. on the same day.

Staff thoroughly reviewed the bids for clarity, completeness, and accuracy. After evaluation, Blythe Construction, Inc. was identified as the lowest responsible bidder with a bid of \$887,640.

Staff also informally solicited bids for Construction Engineering and Inspection (CEI) services to oversee the resurfacing project. UES Professional Solutions 29, Inc. (UES) was the sole bidder, submitting a proposal for \$34,860.00.

Council Member Ayers made the motion to execute the resurfacing contract with Blythe Construction, Inc. for \$887,640.00 and the CEI services contract with UES for \$34,860.00. The motion was passed unanimously by Council after a second from Council Member Woytowicz.

6. Parks and Recreation Arbor Replacement Surplus Funds - Disc Golf Course Enhancement Proposal

Parks and Recreation Director Eunice Donnelly reminded the Council that it approved \$50,000 for arbor replacement in Stallings Park. However, that project was able to be replaced in-house. However, the 18-hole disc golf course at Blair Mill Park was in critical need of repairs. Staff requested that the funds originally allocated for the arbor repairs be used for the disc golf course repairs at an approximate cost of \$35,000.

Council Member Ayers made the motion to approve the Parks and Recreation Department's request to reallocate \$35,000 of the \$50,000 originally approved for arbor replacement to fund the Blair Mill Disc Golf Course renovations and upgrades. Council Member Richardson seconded the motion, and Council unanimously passed the motion. Council also held consensus to challenge staff to identify an additional \$5-10K to use with the additional surplus funds for a Blair Mill Park Master Plan.

7. Public Safety Camera System
A. Camera System Proposal

Police Chief Dennis Franks explained a new program, C.R.I.M.E. (Crime Reduction & Investigative Monitoring Equipment), and requested it allow Staff to install public safety cameras at five strategic locations within the Town limits as a part of the new program that would utilize high-resolution cameras to store vehicles and suspect information only accessible by the Stallings Police Department using \$86,254 Police Asset Forfeiture Funds to purchase the cameras for the program. The presentation about this program is attached to these minutes and therefore incorporated herein.

A motion was made by Council Member Ayers to waive the informal bidding process for this item. Council Member Hall seconded the motion to which Council approved unanimously.

Council Member Wojtowicz motioned to purchase cameras for the new C.R.I.M.E. program at a cost of \$86,254 using Police Asset Forfeiture Funds. The motion was passed unanimously by Council after a second from Council Member Ayers.

B. Amended Budget Ordinance 5 – Police Department Cameras

Council Member Ayers made the motion to approve *Amended Budget Ordinance 5 – Police Department Cameras*. The motion was passed unanimously after a second from Council Member Hall. The *Amended Budget Ordinance 5 – Police Department Cameras* is attached to these minutes and therefore incorporated herein.

7.C. CRTPO Board Memorandum of Understanding (MOU) Update

As the CRTPO Board Stallings Council Liaison, Council Member Richardson explained CRTPO Board Memorandum of Understanding (MOU) highlighting the following:

- Three counties wide organization with the task of spend federal highway fund dollars for the years.
- Every ten years, the MOU was revisited due to population number changes which directly affects voting weight and cost of participating.
- The updated MOU changed:
 - Weighted vote provision
 - \$7000 dues for 2024 for Stallings (due to change in population base; not a tax)
- If the MOU was not approved, Stallings would come out of CRTPO and not participate in regional federal grant opportunities.
- Cost/dues would change every ten years based on population.

Council Member Ayers made the motion to approve the CRTPO Board Memorandum of Understanding (MOU) Update. Council unanimously approved the motion after a second on Council Member Hall.

7.D. Vendor/Sponsor Policy at Stallings Fest

Town Manager Sewell reminded Council that on June 10, it had directed to Staff to create a policy on governmental agencies booths at events and bring it back to Council for consideration. In addition, until the policy was approved, no booths would be allowed for such groups as was the current practice. Assistant Town Manager reviewed a timeline of a request from a resident who wished to have a voter registration booth on the behalf of the Union County Board of Elections at Stallings Fest on the

following Saturday. To date, the Union County Board of Elections had not requested a booth at the event.

Council Wojtowicz made a motion to not allow Government entities at Stallings Fest 2024 and continue with current policy until a policy revision could be created and vetted through Council. The motion passed by a unanimous vote of Council after a second by Council Member Ayers.

8. Closed Session Pursuant to NCGS 143-318.11(a)(3)

Council Member Hall made the motion to go into closed session pursuant to NCGS 143-318.11(a)(3) inviting Engineering Director Parker into the session. The Council unanimously approved the motion after a second from Council Member Ayers.

Council recessed into closed session at 8:32 p.m. and reconvened in open session at 9:23 p.m.

9. Adjournment

Council Member Hall moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 9:23 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC

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

The Town Council of the Town of Stallings met for its regular meeting on September 23, 2024, at 7:00 p.m. at the Stallings Government Center, 321 Stallings Road, Stallings, North Carolina.

Those present were: Mayor Wyatt Dunn; Mayor Pro Tempore David Scholl; Council Members Steven Ayers, Graham Hall, Brad Richardson and Laurie Wojtowicz.

Those absent were: Council Member Taylor-Rae Drake.

Staff present were: Alex Sewell, Town Manager; Erinn Nichols, Assistant Town Manager/Town Clerk; Chief Dennis Franks; Max Hsiang, Planning Director; Matt Dillard, Code Enforcement Officer; Katie King, Planning Associate; Kevin Parker, Town Engineer; Jessie Williams, Finance Officer; and Melanie Cox, Town Attorney.

Invocation, Pledge of Allegiance and meeting called to order

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

Public Comments

No person was present to give public comment.

Mayor Dunn announced that he had visited the Armor Cow Brewery and was pleased with the visit and the possibility of bringing the business to Stallings. He also reminded the public of the Occupancy Tax Referendum on the ballot.

1. Agenda Approval

Council Member Richardson requested moving Agenda Item 7, *Twin Pines Stream*, to Agenda Item 3.C. Council Member Richardson made the motion to approve the Agenda with the change above. The motion was seconded by Council Ayers and passed unanimously.

2. Monroe Union County Economic Development Commission (MUEDC) Annual Report

Ron Mahle with the MUEDC presented the Council with its annual report for Stallings. That reported is attached to these minutes and therefore incorporated herein.

3. Civic Penalties Reduction Requests

A. 3730 Birchdale Lane

Code Enforcement Officer Matt Dillard explained the civil penalties associated with 3730 Birchdale Lane. A list of the violations as well as the timeline of the communication with owner is included in the Staff's Memo on this item which is attached to these minutes and therefore incorporated herein. The civil penalties to date totaled \$137,900 and staff resourced hours were 62.5 hours on the case. Staff recommended an 85% reduction in fines to \$20,685 per the Town's Civil Policy for the Voiding or Reducing Accessed Civil Penalties.

Property Owner Yu Lee Phillips said they never received letters from the Town stating that if she knew there was a problem with tenant, she would have solved the problem. She said she did not have the money to pay the fine. Ms. Phillips said she received the attorney's letter but not the Town's.

Property Owner Richard Phillips said that he never received any letters from the Town and the Code Enforcement Officer (at the time) did not return his phone calls.

Kelly Benson, property manager for the Phillips since January 2023, stated she also managed sales of real estate for the Phillips. The properties she had managed never had complaints and never saw anything happening against regulation at the property in question.

After Council discussion, Council Member Scholl made the motion to suspend the Town's Civil Policy for the Voiding or Reducing Accessed Civil Penalties. Council Member Ayers seconded the motion to which the Council approved unanimously.

Council Member Richardson made the motion to authorize the Town Manager and the Town Attorney negotiate a fair settlement with owner and tenant and report back to Council in 60 days. Council Member Ayers seconded the motion. The motion passed by a 4 to 1 vote with Council Member Scholl opposing.

B. 100 Sherin Lane

Code Enforcement Officer Matt Dillard explained the civil penalties associated with 100 Sherin Lane. A list of the violations as well as the timeline of the communication with owner is included in the Staff's Memo on this item which is attached to these minutes and therefore incorporated herein. The civil penalties to date totaled \$7900 and staff resourced hours were 20.5 hours on the case. Staff recommended the owner should be responsible for the full amount \$7900. The Town's Civil Policy for the Voiding or Reducing Accessed Civil Penalties would allow for a 50% reduction if Council choose.

Tom Crouch, Moser Group management for the property, stated property was purchased and there was a rezoning approved that helped for first part of compliance. The second rezoning was approved for industrial used which was approved. The tenant at that time was in the process of moving out. Mr. Crouch was concerned that that violations were not the same ones that the penalties fees were charged. Violation for the fence penalty was on a site plan was shared with Planning Director. He requested the fines to be eliminated because the fines were not clearly identified.

Planning Director Hsiang shared with the Council that he authored the timeline on which Council was reviewing that evening. He shared that the first conditional zoning on the property has lapsed. The second rezoning was necessary to bring the property into compliance which required a fence. The property owner did not apply for a use permit or install the required fence which led to the fines beginning to be accessed. Fees ceased when received when the property owner obtained a use permit and fence was no longer required due to the tenant needing outdoor storage moved out of the space.

After Council discussion, Council Member Ayers made the motion to reduce the fine by 50% to total \$3950 to which Council Member Scholl seconded. The motion received a 4 to 1 vote with Council Member Hall opposing.

C. Twin Pines Stream

Original Agenda Item 7

Engineering Director Kevin Parker explained the Twin Pines Stream Project had been an ongoing, complex initiative aimed at addressing severe erosion, flooding, and streambank instability in the Twin Pines neighborhood. The project originated in response to increasing resident concerns about property damage caused by significant flooding and severe stream erosion.

The project had undergone several phases, with different components targeting specific objectives. The project's timeline and detailed breakdown of each phase of the project, what was sought to be accomplished, and the associated costs are in the Staff's Memo on this issue is attached to these minutes and therefore incorporated herein.

Legally, the Town did not have to provide any additional mitigation to the stream and had met all permits. However, Council had three options it could consider for the stream issue:

1. Pursue the Full Stream Restoration Project

Involved moving forward with the complete restoration as originally designed and permitted, including bank stabilization, erosion control, and regrading. Minimally addressed long-term erosion and flooding concerns comprehensively.

Estimated Cost: \$250,000.

2. Undertake USACE-Suggested Clean-Up and Erosion Control Work

Limited the scope of work to the minimum requirements suggested by USACE and NCDEQ which included planting herbaceous plugs for erosion control and conducting a clean-up behind 1012 Twin Pines, where sediment had accumulated.
Estimated Cost: \$40,000.

3. Explore a Third Option

Consider alternative approaches based on a further review and discussion.

Council held discussion on the item.

Chad Foster, 1012 Twin Pines, stated that this began in 2018. He hoped more attention will be paid to waterways during construction in the future. He concurred that spending the \$250,000 was not productive and preferred bank plantings.

Monica Hunsucker, 1006 Twin Pines, moved into home in 2016. She showed video of flooding water. It did not affect her home but did affect her backyard. She wanted the Town to spend its own money and give all the True Homes money to the homeowners.

Lisa Larson, 1008 Twin Pines, agreed with giving some or all of the True Home funds to the homeowner.

Council Member Richardson made the motion to complete Option 2 - Undertake USACE-Suggested Clean-Up and Erosion Control Work as well as the Town act as a passthrough agent for a portion of the \$78,000 True Home Funds and giving to the three homeowners affected (1006, 1008, 1012 Twin Pines Drive) for long term flood mitigation, repair, and clean up; amount to each would be approximately \$10,000 after Town mitigation was complete (option 2 and other things such as plant trees, etc.) with signed release of no Town's wrong doing. Council Member Hall seconded the motion. The motion failed for a 0-5 vote to table until the next Council meeting on October 15. Engineering Director Parker noted the Town planned to always monitor the area for general maintenance.

4. Resolution in Opposition to Sales Tax Increase Legislation Light Rail

Council discussed the resolution and edited the last phrase. Council Member Scholl made a motion to approve the Resolution in Opposition to Sales Tax Increase Legislation Light Rail which received a second from Council Member Wojtowicz. The motion received Council's unanimous support. The approved *Resolution in Opposition to Sales Tax Increase Legislation Light Rail* is attached to these minutes and therefore incorporated herein.

5. Committee Appointments Consideration

A. Planning Board

Two applicants to be considered for appointment: One (1) full member with term ending March 2027; one (1) alternate member with term ending March 2025.

Applicants Mike Couzens and Anthony Paren introduced themselves to the Council.

Council Member Wojtowicz made the motion to appoint Anthony Paren as a full member with term ending March 2027 and Mike Couzens as an alternate member with term ending March 2025. Council unanimously approved this motion after a second from Council Member Hall.

B. Stormwater and Infrastructure Committee

One applicant to be considered for appointment with term ending March 2026.

Council Member Ayers made the motion to waive to the Council's policy requiring applicants to attend one meeting of the committee to which they were applying and. The motion received Council's unanimous support after a second from Council Member Scholl.

Council Member Scholl made a motion to appoint Dawn Salley to the Stormwater and Infrastructure Committee (SIC) with term ending March 2026 due to Ms. Salley's professional background in engineering and stormwater. Council Member Ayers seconded the motion and a unanimous vote in favor of the motion was give by Council.

6. Parks and Recreation Department Items

A. Mural Design Update

Parks and Recreation Director Eunice Donnelly shared the mural design with the Council that was slated to be painted onto Shelter A in the Stallings Municipal Park by a local artist Heidi Nisbett. The money was allocated out of the FY2023-24 budget.

B. Policy for Government Agencies Booths at Parks & Recreation Events

Parks and Recreation Director Eunice Donnelly explained there was a need to establish clear guidelines and regulations for sponsorship participation for governmental agencies. The proposed policy stated:

Definitions:

Governmental Agencies: As defined by NCGS 143-318.10 (b), a "public body" includes any elected or appointed authority, board, commission, committee, council, or other body of the State of North Carolina or County of Union.

Policy Guidelines:

1. Nature of Participation:

Governmental agencies must remain nonpolitical in their participation. Their role is to provide information to citizens about various programs, services, or volunteer opportunities within the community.

2. Request Process:

Governmental agencies wishing to participate in Town of Stallings events must submit a written request 60 days prior to the event to the Parks and Recreation Director. The request must include:

- The agency's purpose for participating.
- Materials to be distributed.
- How the participation aligns with the event's goals

3. Regulations:

Governmental agencies and their vendors must comply with all terms, conditions, and regulations outlined in the Town of Stallings Event Contract.

4. Participation Limitations:

- A maximum of two (2) governmental agencies may participate in Stallings Fest, Spring Spectacle, Stalloween, and Christmas in the Park.
- If more than two governmental agencies apply, selection will be based on relevance to the event's theme, community needs, and equitable rotation among agencies to ensure diversity and representation. This selection will be made by the Parks and Recreation Director along with input from the Community Committee.

5. Fees:

The proposed fee for governmental agencies to participate in Town events is \$25 per event.

- Exemptions: Governmental agencies directly associated with the Town of Stallings

Council Member Scholl made the motion to approve the proposed Policy for Government Agencies Booths at Parks & Recreation Events. The motion received Council's unanimous support after a second from Council Member Richardson.

7. Twin Pines Stream

This item was moved to Agenda Item 3.C.

8. Balanced Scorecard Annual Report

Town Manager Sewell submitted the FY2024 Balanced Scorecard Annual Report to the Council.

The FY2024 Balanced Scorecard Annual Report is available on the Town's website for inspection.

9. Closed Session Pursuant to NCGS143-318.11(a)(3)

Council Member Wojtowicz made a motion to go into closed session pursuant to NCGS 143-318.11(a)(3) and to include Police Chief Dennis Franks to which Council Member Hall seconded. The motion received Council's unanimous support.

Council recessed into closed session at 9:41 p.m. and reconvened back into open session at 9:58 p.m.

10. Adjournment

Council Member Scholl moved to adjourn the meeting, seconded by Council Member Ayers, and the motion received unanimous support. The meeting was adjourned at 9:58 p.m.

Approved on _____, 2024.

Wyatt Dunn, Mayor

Erinn E. Nichols, Town Clerk

Approved as to form:

Cox Law Firm, PLLC



RESOLUTION PROHIBITING VIEWING OF PORNOGRPAHY ON TOWN NETWORKS AND DEVICES

WHEREAS, House Bill 971 / North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the Town of Stallings; and

WHEREAS, the Town of Stallings prohibits the viewing of pornography by its employees on the Town's network or devices owned or maintained by the Town.

NOW, THEREFORE, be it resolved that the following policies shall apply in the Town of Stallings:

1. No employees of the Town of Stallings, elected officials, or Town appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the Town, whether on a Town owned and maintained device, or a privately owned or controlled device.
2. No employee, elected official, or appointee of the Town shall view pornography on a device owned, leased, or maintained or otherwise controlled by the Town.
3. Each year, and no later than August 1, the Town shall report information required in NCGS §143-805 to the State Chief Information Officer.
4. This policy shall not apply to investigation, law enforcement training, or actions related to law enforcement purpose; identifying potential security or cyber security threats, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS §143-805(d).
5. The terms used herein shall be defined as set forth in NCGS §143-805(g).
6. Any employee, elected official, or appointee of the Town who has saved pornography to a device owned, leased, maintained or otherwise controlled by the Town shall remove, delete or uninstall the pornography no later than January 1, 2025.
7. Any employee of the Town who violated any provision of this policy shall be subject to disciplinary action under the Town's personnel policy.
8. Any appointee of the Town who violations the provision of this policy shall be subject to removal by the Town Board.

9. Any elected official who violates any provision of this policy shall be subject to censure proceedings.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

This is 15th day of October, 2024.

Wyatt Dunn
Mayor of Stallings

ATTEST:

Erinn Nichols, Town Clerk

Approved as to Form:

Melanie D. Cox
Town Attorney

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between the Town of Stallings (“Town”) and VYACHESLAV VOYEYHOV (“Property Owner”) on this the _____ day of _____, 2024. Town and Property Owner are collectively referred to as the “Parties.”

WHEREAS, Property owns a house located at 307 Smith Circle in the town limits as well as a 2016 Ford F150 vehicle;

WHEREAS, on March 28, 2023, officers were dispatched to 307 Smith Circle as Property Owner called 911 and reported that his truck was being broken into and the suspect pointed a gun at him; and

WHEREAS, when the Town of Stallings Police Officers arrived at the scene, the suspect refused to drop his gun and pointed his gun in the direction of the officers. Officers then discharged their firearms; and

WHEREAS, Property Owner’s house and truck were damaged by the gunfire and due to the suspect not being mentally competent to stand trial, the District Attorney’s Office dismissed the charges against the suspect; and

WHEREAS, the Town denies any and all liability as the Officers had a duty to protect the public from the eminent threat and were in no way negligent; and

WHEREAS, Property Owner suffered damages to his home and vehicle as a result of the gunfire (hereinafter referred to as the “Action”) and the Parties desire to amicably compromise and settle the Action subject to the terms of this Settlement Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Recitals.** The above recitals are made a part of this Settlement Agreement.
2. **Settlement Payment.** Town agrees to pay Property Owner for the damages in an amount not to exceed the total sum of Five thousand eight hundred sixty three and 30/100 dollars (\$5,863.30) in full and final settlement of any and all claims related to the Property as follows: Two thousand dollars (\$2,000.00) shall be paid directly to the property owner for the repairs to the home located at 307 Smith Circle and the remaining \$3,863.30 shall be paid directly to Classic Collison for repairs to the vehicle. The \$2,000.00 payment shall be delivered to Property Owner within 30 days of the receipt of a fully executed copy of this Release and Property Owner must bring the vehicle to Classic Collision no later than November 1, 2024 for funds to be paid to the repair shop.
3. **General Mutual Releases.**

Property Owner hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Town and its current and former board members, employees, insurers affiliates, agents, predecessors, successors, assigns and all other persons connected with or to Town (collectively “Town Releasees”), from and in respect of any and all claims, demands, causes of Action, suits, losses, liabilities,

costs, expenses (including attorneys' fees) and damages of any kind or nature, in law or in equity ("Claims") that the Property Owner ever had, may have had or may now have arising from or concerning the Action, whether known or unknown, including, without limitation, any Claims relating to personal injury or property damage arising under federal, state and local laws, rules and ordinances.

Town hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Property Owner and all other persons connected with or to Property Owner (collectively "Property Owner Releasees"), from and in respect of any and all claims, demands, causes of Action, suits, losses, liabilities, costs, expenses (including attorneys' fees) and damages of any kind or nature, in law or in equity ("Claims") that the Town ever had, may have had or may now have arising from or concerning the Action, whether known or unknown, including, without limitation, any Claims relating to the Action arising under federal, state and local laws, rules and ordinances.

Notwithstanding the above general release, the Parties do not release or waive the right to enforce this Agreement.

4. **Survival of Rights Hereunder.** Notwithstanding the releases contained herein, all rights and obligations created under this Settlement Agreement will survive the execution of this Settlement Agreement and the releases contained herein.

5. **No Admission of Liability.** By signing this Settlement Agreement, no Party admits any liability to another party or the truth or falsity of any allegation, statement, communication or fact discussed, disclosed or communicated in any manner, regarding any transactions, communication, contact, statement or Action between the parties involving the Action or this Settlement Agreement.

6. **Attorneys' Fees and Costs.** Each Party shall be responsible for its own attorneys' fees and costs associated with the Action and this Settlement Agreement.

7. **Authority to Execute.** Each Party represents and warrants that such Party has the necessary power and authority to execute this Settlement Agreement, and that all necessary Action for the execution of this Settlement Agreement has been taken.

8. **Indemnity Regarding Assignment of Claims.** Each Party represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the claims released hereunder. To the extent permitted by law, each party agrees to indemnify and hold harmless each other party against any Claims based on, arising out of, or related to any such transfer or assignment or purported transfer or assignment by that party.

9. **Successors and Assigns.** The provisions of this Settlement Agreement will inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the Parties.

10. **Severability.** If any provision of this Settlement Agreement is for any reason held to violate any applicable law, governmental rule or regulation, or if any provision is held to be unenforceable or unconscionable, then the invalidity of such specific provisions will not be held to invalidate the remaining provisions of this Settlement Agreement.

11. **Further Assurances.** Each Party agrees that it will take any and all necessary steps, sign and execute any and all necessary documents, agreements or instruments which are required to implement the terms of this Settlement Agreement, and each Party will refrain from taking any Actions, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other Party to this Settlement Agreement.

12. **Applicable Law.** The laws of the State of North Carolina will govern this Settlement Agreement and its application.

13. **Entire Agreement.** This Settlement Agreement herein represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral. This Settlement Agreement may be amended only by written instrument designated as an amendment and executed by all of the Parties.

14. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts, each of which when so executed and delivered as originals or copies will be deemed an original and all of which taken together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement Agreement as of the Effective Date.

Dated: _____

By: _____
VYACHESLAV VOYEYHOV, Property Owner

Dated: _____

By: _____
ALEX SEWELL, TOWN MANAGER

AMENDED BUDGET ORDINANCE – NO. 6

TOWN OF STALLINGS, NORTH CAROLINA

FISCAL YEAR 2024-2025

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the budget for fiscal year 2024-2025 is hereby amended as set forth below:

Category	Account Number	Net Increase or (Decrease)	Current Budget	Amended Budget
<u>General Fund:</u>				
<u>Revenue Budget</u>				
Unrestricted Fund Balance Appropriation - General Fund	10-99-3991-600	\$ 5,864	\$ 1,172,820	\$ 1,178,684
<u>Expense Budget - Police</u>				
Miscellaneous	10-10-4310-049	\$ 5,864	\$ 8,300	\$ 14,164

Explanation: To appropriate unrestricted General Fund fund balance to pay for property damages.

This Amendment to the Budget Ordinance shall be effective upon adoption.

The said Budget Ordinance, except as amended, shall remain in full force and effect.

ADOPTED this the 15th day of October 2024.

Wyatt Dunn, Mayor

Erinn Nichols, Deputy Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC

UNION COUNTY PUBLIC SCHOOLS

2024

BOND

VOTE

NOV. 5

UCPS BOND HISTORY

UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE

Bonds resulted in more than 30 new school construction and renovation projects.

2000

2004

2006

2016

- WEDDINGTON **HIGH**
- ANTIOCH **ELEMENTARY**
- FAIRVIEW **ELEMENTARY**
- KENSINGTON **ELEMENTARY**

- MARVIN **ELEMENTARY**
- SANDY **RIDGE ELEMENTARY**
- WALTER **BICKETT ELEMENTARY**
- PORTER **RIDGE ELEMENTARY**

- PORTER RIDGE **MIDDLE**
- PORTER RIDGE **HIGH**
- ROCK REST **ELEMENTARY**
- REA VIEW **ELEMENTARY**

www.ucps.k12.nc.us/bond2024

NOV. 5

UCPS BOND HISTORY

UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE

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2000

2004

2006

2016

- **CATA**
- **NEW TOWN ELEMENTARY**
- **ROCKY RIVER ELEMENTARY**
- **WOLFE SCHOOL**

- **MARVIN RIDGE MIDDLE**
- **MARVIN RIDGE HIGH**
- **STALLINGS ELEMENTARY**
- **SUN VALLEY ELEMENTARY**

- **POPLIN ELEMENTARY**
- **CUTHBERTSON MIDDLE**
- **CUTHBERTSON HIGH**

www.ucps.k12.nc.us/bond2024

NOV. 5

UCPS BOND HISTORY

UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE

Bonds resulted in more than 30 new school construction and renovation projects.



- **MONROE HIGH**
- **PIEDMONT HIGH**
- **WESTERN UNION ELEMENTARY**
- **SUN VALLEY HIGH**

UCPS BOND HISTORY

UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE

Bonds resulted in more than 30 new school construction and renovation projects.

2022



- EAST **ELEMENTARY**
- FOREST HILLS **HIGH**

www.ucps.k12.nc.us/bond2024

NOV. 5

BOND PROJECTS \$39,421,448



EAST UNION MIDDLE REPLACEMENT SCHOOL PROJECT

Approximately \$27,567,447



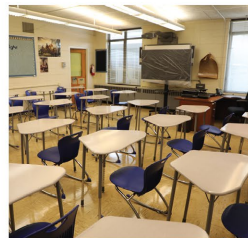
PARKWOOD HIGH PRE-CONSTRUCTION PROJECT

Approximately \$10,705,804

PROGRAM CONTINGENCY/MANAGEMENT

(*This applies to both projects)

Approximately \$1,148,197



www.ucps.k12.nc.us/bond2024

NOV. 5

WHY DO WE NEED THIS BOND?

- To address aging facilities in UCPS.
- East Union Middle and Forest Hills High were built in the 1950s and 1960s, and are inadequate for modern-day teaching and learning.
- UCPS has more than \$1.1 billion in facility needs.
- The 2024 bond will build on previous investments and provide adequate facilities for students.



BOND PROJECTS

UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**



EAST UNION MIDDLE REPLACEMENT SCHOOL PROJECT

Approximately \$27,567,447



- Original East Union Middle was built in the 1950s
- Repurpose the current Forest Hills High building for East Union Middle
- Demolition, additions and renovations to accommodate middle school academic and athletic programming
- Develop shared spaces for both schools (athletic fields, football stadium and track, bus parking, etc.)
- Classroom and outdoor spacing to align with the AgTech program and other academic initiatives

NOV. 5

www.ucps.k12.nc.us/bond2024

EAST UNION MIDDLE

UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE



AFTER RENDERING - MEDIA CENTER

BEFORE - MEDIA CENTER



AG TECH - CLASSROOM RENDERING

NOV. 5

www.ucps.k12.nc.us/bond2024

BOND PROJECTS

UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**



PARKWOOD HIGH PRE-CONSTRUCTION PROJECT

Approximately \$10,705,804

- Original Parkwood High was built in the 1960s
- Pre-construction services will include:
 - Design services for a replacement school
 - Environmental studies, land surveys and traffic impact analysis
 - Geotechnical testing to identify soil and subsurface materials
 - Site development and construction permits

PROGRAM CONTINGENCY/MANAGEMENT

(*This applies to both projects)

Approximately \$1,148,197

- Cost of over runs, unforeseen conditions, changes in scope on construction



www.ucps.k12.nc.us/bond2024

NOV. 5

PARKWOOD HIGH

UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**



www.ucps.k12.nc.us/bond2024

NOV. 5

LONG-TERM CAPITAL PLANNING

UNION COUNTY PUBLIC SCHOOLS 2024 BOND VOTE

UCPS has a **10-year plan** to address capacity, new construction, facility upgrades and renovations. With a successful bond, more projects will move up on the priority list for capital needs and future bonds.

PROPOSED PROJECTS INCLUDE:

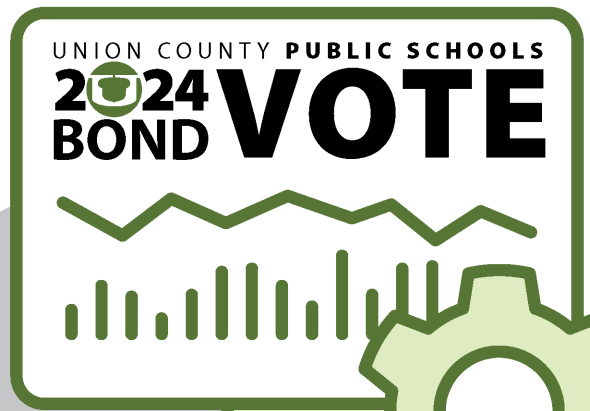
- Fieldhouse construction at **Marvin Ridge High**
- Fieldhouse construction at **Porter Ridge High**
- Replacement project at **Piedmont High**
- Construction at **Benton Heights Elementary**
- Construction at **Sun Valley High**
- Construction for **Facilities/Warehouse**
- Construction for Career and Technical Education (**CTE**) **School**
- Replacement project for **South Providence School**
- Construction for **Parkwood Middle**
- Renovations for **Piedmont Middle**
- Building addition at **Wolfe School**

HOW CAN BOND FUNDS BE SPENT?

Proceeds from a bond issue can only be used for the costs associated with:

- Construction and renovation of facilities
- Acquisition of land
- Purchase of capital items

*Bond proceeds cannot be used for teacher/staff salaries.



NOV. 5

FREQUENTLY ASKED QUESTIONS

Q. WHAT IS A BOND?

A. A bond is a loan that is issued by a local government agency to finance long-term construction projects. Union County would sell bonds over a period of time to finance the renovations and additions that our schools need. Bonds are the most cost-effective method to finance school facilities.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. WHY DO WE NEED BONDS TO RENOVATE SCHOOLS?

A. School renovation and construction projects are very expensive to fund at one time. Bonds spread the cost of major capital improvements over a number of years. This is similar to securing a mortgage on a home and spreading the cost of home buying over a period of years.

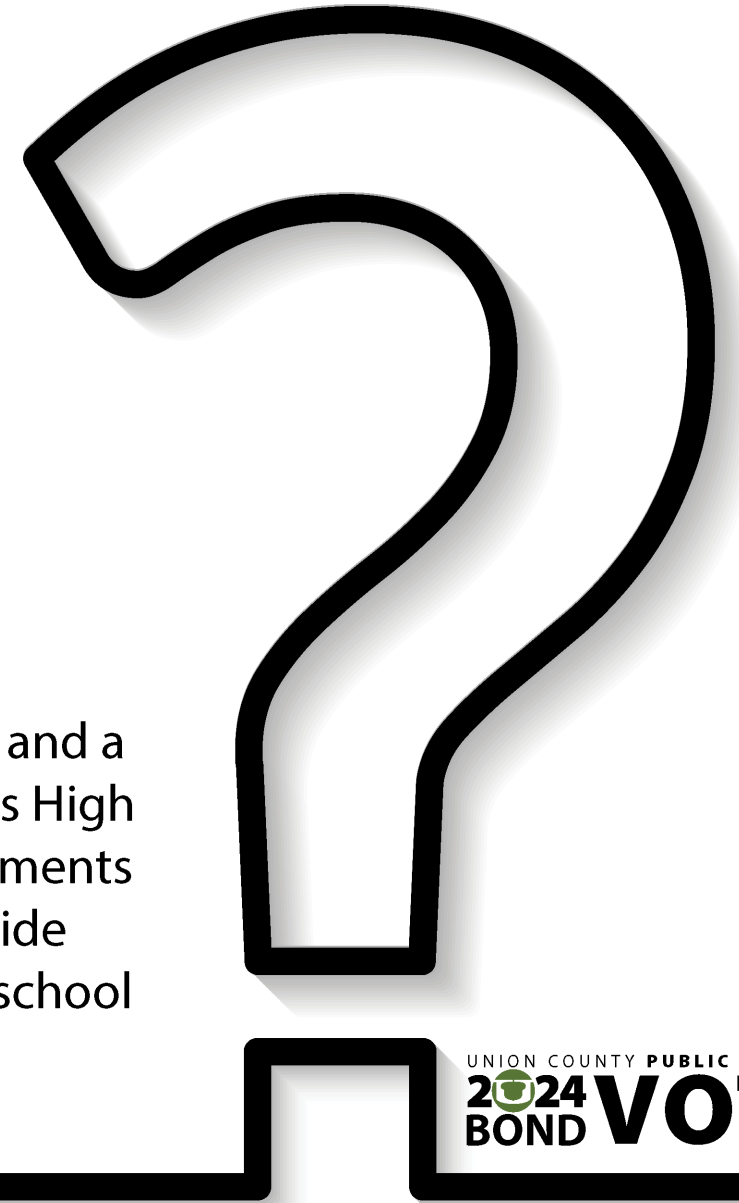


UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. WHAT'S INCLUDED IN THE 2024 BOND PROJECT LIST?

A. This bond will invest in pre-construction for a new Parkwood High School and a construction project that will relocate East Union Middle to the Forest Hills High campus. For Parkwood High, the funding will address design work, assessments and land surveys. For the East Union Middle project, the funding will provide demolition, additions and building renovations to accommodate middle school academic and athletic programming.



UNION COUNTY PUBLIC SCHOOLS
2024 BOND VOTE

FREQUENTLY ASKED QUESTIONS

Q. HOW WERE THE PROJECTS SELECTED FOR **THE 2024 SCHOOL BOND?**

A. The Board of Education recommended several projects from the long-range capital planning list to the Union County Board of Commissioners (BOCC) to be considered for the 2024 bond referendum. These two projects were approved for this bond by the BOCC.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. WHAT HAPPENS IF THE **BOND DOESN'T PASS?**

A. The Board of Education will work with the county to develop an alternative plan to address aging facilities, renovations, upgrades and capacity. This will delay capital improvement projects on the long-range planning list.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND VOTE

FREQUENTLY ASKED QUESTIONS

Q. IF THE BOND PASSES ON NOV. 5, WHEN WILL THE **PROJECTS BEGIN**?

A. Renovation and construction for the relocation of East Union Middle to the Forest Hills High campus will begin when Forest Hills High has relocated to the new building and any items in the existing Forest Hills High are salvaged. We expect this process to begin in September 2025.

The design work for Parkwood High is contingent on when funds are provided by Union County Government. Typically, this occurs five to seven months after election day.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. WHAT ARE THE PLANS FOR THE CURRENT **EAST UNION MIDDLE BUILDING?**

A. The Board of Education has not made a decision on future plans for this facility.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. MY CHILD'S SCHOOL IS NOT ON THIS BOND, WHY **SHOULD I BE CONCERNED** **ABOUT THESE PROJECTS?**

A. Union County Public Schools is committed to ensuring that all students receive a quality education in safe and efficient learning environments. All schools benefit when we value public schools. District improvements increase safety, support evolving educational practices, modernize aging facilities and directly improve the quality of life in Union County. With a successful bond, more projects will move up on the priority list for capital needs and future bonds.



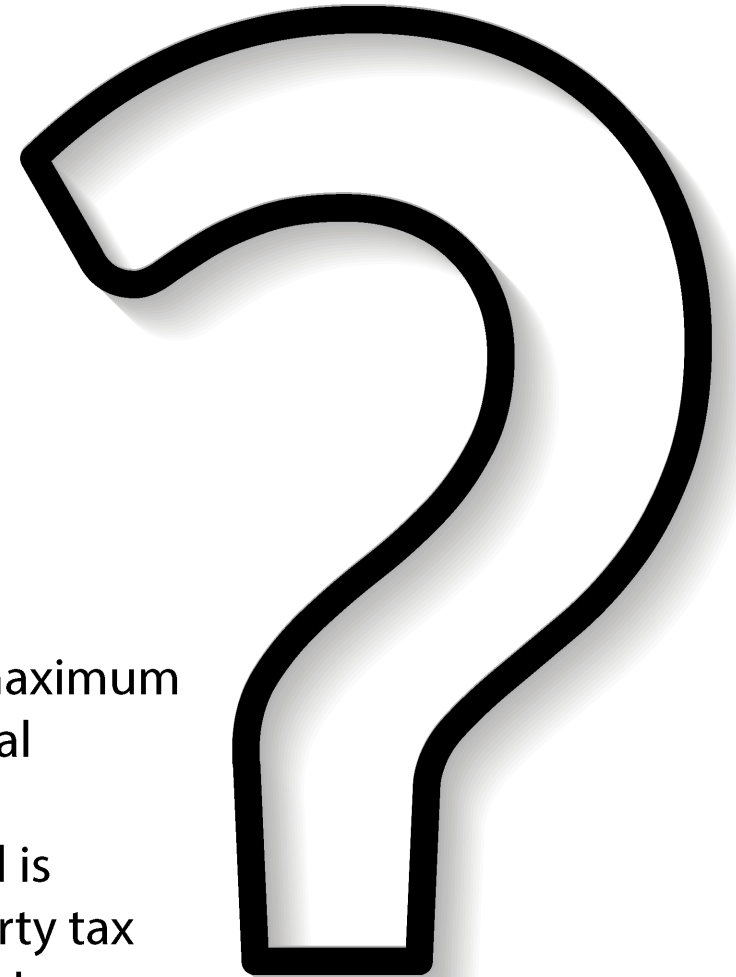
UNION COUNTY PUBLIC SCHOOLS
2024
BOND VOTE

FREQUENTLY ASKED QUESTIONS

Q. WHAT IS THE ESTIMATED TAX INCREASE?

A. According to the Union County Board of Commissioners, the estimated maximum annual debt service impact is \$4,077,755 beginning in FY 2026. The annual estimated amount of property tax liability increases for each \$100,000 of property tax value to service the cumulative cost over the life of the bond is estimated at \$8.00 (based on 0.80 cents increase in the ad valorem property tax rate). This estimate is based on the legislative requirements of NC Session Law 2022-53 for bond referendums.

Example: For each \$100,000 in value, there would be an impact of approximately \$8.00.



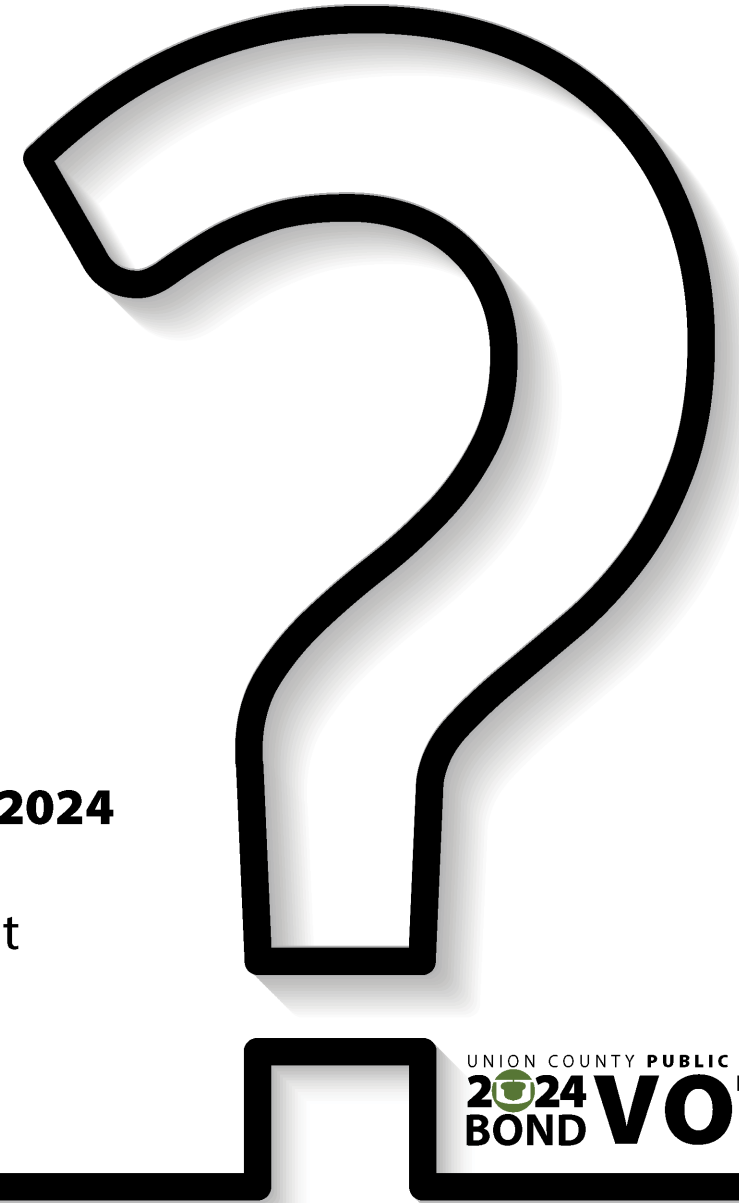
UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

FREQUENTLY ASKED QUESTIONS

Q. WHEN IS THE VOTE FOR THE SCHOOL BOND?

A. Nov. 5, 2024. Additional information is available at ucps.k12.nc.us/bond2024

Visit: <https://www.unioncountyncelections.gov/> for information about voting and registering to vote.



UNION COUNTY PUBLIC SCHOOLS
2024
BOND VOTE

COMMUNITY MEETINGS

UNION COUNTY PUBLIC SCHOOLS
2024
BOND **VOTE**

DATES AND LOCATIONS

SEPTEMBER 12
FOREST HILLS **HIGH - 6 P.M.**



SEPTEMBER 19
PARKWOOD **HIGH - 6 P.M.**



OCTOBER 3
PARKWOOD **HIGH - 6 P.M.**



OCTOBER 17
EAST UNION **MIDDLE - 6 P.M.**



www.ucps.k12.nc.us/bond2024

NOV. 5

UNION COUNTY PUBLIC SCHOOLS

2024 BOND VOTE

EARLY VOTING **BEGINS OCT. 17**

Voter registration information: <https://www.unioncountyncelections.gov/>

www.ucps.k12.nc.us/bond2024

**ELECTION DAY
NOV. 5**

SEE



AT THE POLL

STAY CONNECTED



www.ucps.k12.nc.us/bond2024

NOV. 5

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Q. WHY DO WE NEED **THIS BOND**?

A. To address aging facilities. UCPS has more than \$1.1 billion in facility needs to address renovations, upgrades, and future planning. The 2024 bond will build on previous investments and provide adequate facilities for students and staff.

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Union County Public Schools (UCPS) is committed to ensuring that all students receive a quality education in safe and efficient learning environments.

On Nov. 5, Union County residents will vote on **\$39,421,448** in school bonds. This bond package will address aging facilities at Parkwood High and East Union Middle. The schools were built in the 1950s and 1960s, and are inadequate for modern-day teaching and learning.

This bond will invest in pre-construction for a new Parkwood High School and a construction project that will relocate East Union Middle to the Forest Hills High campus. The 2024 bond will build on previous commitments and investments to provide modern schools for our students. For Parkwood High, the funding will address design work, assessments and land surveys. For the East Union Middle project, the funding will provide demolition, additions and building renovations to accommodate middle school academic and athletic programming.

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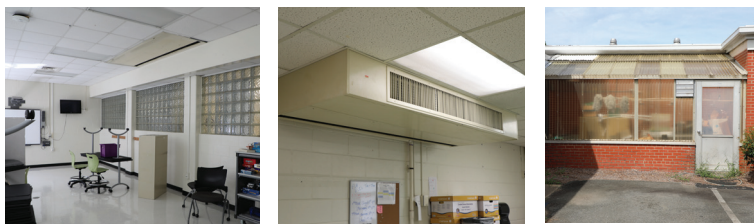
BOND PROJECTS \$39,421,448



EAST UNION MIDDLE REPLACEMENT SCHOOL PROJECT

Approximately \$27,567,447

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PROGRAM CONTINGENCY/MANAGEMENT

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Approximately \$1,148,197

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UNION COUNTY PUBLIC SCHOOLS

2024
BOND

VOTE

NOV. 5

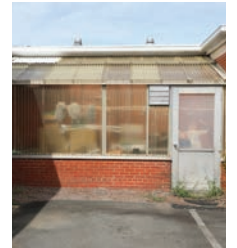
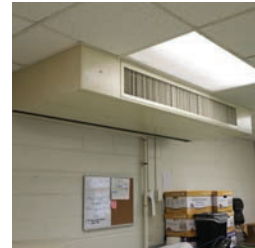
COMMUNITY MEETINGS

DATES AND LOCATIONS

SEPTEMBER 12
FOREST HILLS **HIGH - 6 P.M.**



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PARKWOOD **HIGH - 6 P.M.**



OCTOBER 3
PARKWOOD **HIGH - 6 P.M.**



OCTOBER 17
EAST UNION **MIDDLE - 6 P.M.**





To: Town Council
From: Max Hsiang, Planning & Zoning Director
Date: 10/28/2024
Re: Cresswind at Gold Branch - Proposed Development in Unincorporated Union County

Request:

Kolter Group Acquisitions LLC has submitted a Conditional Zoning request to Union County for a proposed development of 727 single-family, 55+ detached homes on parcels 08312014, 08309016, and 08282009A, with a total gross acreage of 389.25 acres. The site is located approximately 0.25 miles north of Stallings.

Annexation:

Due to North Carolina state statute 160A-58.1b, the Town of Stallings cannot annex the proposed development. The statute outlines specific criteria for non-contiguous annexations, including distance limits, service capabilities, and land area restrictions.

Union County Planning:

Union County Planning has contacted the Town to solicit a formal position on the development before scheduling a community meeting. The County's Comprehensive Land use plan requests feedback from nearby municipalities for new developments. They plan to include the Town's input in their staff report when the project goes to the Land Use Board and Board of Commissioners. They do not have dates set for their next meetings. Staff asked Union County Planning to present this project to Stallings Town Council, but they declined.

Development Details:

- The development will utilize county water and a community septic system.
- Stallings does not have zoning or development authority over the property.
- Staff has identified potential community impacts, development planning considerations, and development concerns.

Stallings Staff Concerns:

1. Community Impact

- **Annexation:** Does Stallings seek to annex the northern unincorporated Union County properties into Stallings to increase the tax base and avoid future development limitations?
- **Police Services:** Ensure adequate secondary police services for the community.
- **Traffic:** Address potential traffic increases on Lawyers Road.
- **Community Involvement:** Invite Stallings residents and notify HOAs on Lawyers Road and the Town Council.

2. Development Planning

- **Site Access:** Consider the impact of no access from Rock Hill Church Road. Provide a street stub towards Rock Hill Church Road.
- **Stormwater Management:** Address concerns about floodplain proximity to homes and potential flooding.
- **Parking:** Plan for adequate parking, including parallel parking on main roads or additional parking areas.
- **Open Space:** Ensure sufficient usable open space for residents.
- **Amenities:** Include secondary amenity areas and usable spaces.
- **Walking Trails:** Consider a walking trail along the floodplain.

3. Development Concerns

- **Sewer Facility:** Address concerns about the long-term impacts of a private sewer facility.
- **Information and Transparency:** Request a detailed list of conditions from the conditional zoning and a formal analysis of the impact on services.
- **Gated Community:** Inquire about the status of the proposed development as a gated community.

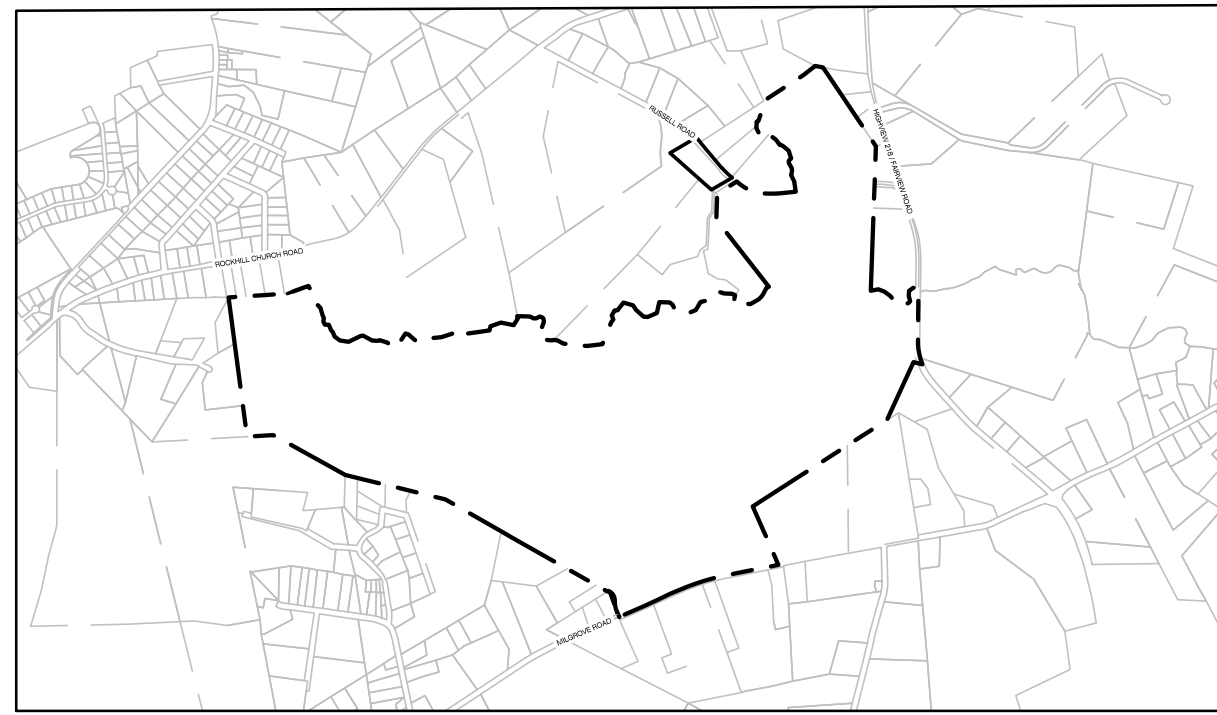
Fairview Concerns:

The Town of Fairview has expressed concerns about traffic on Millgrove Road, the roundabout on Highway 218, and the proposed development's compliance with the Comprehensive Plan. They have also raised questions about the feasibility of a private sewer system and the potential need for additional fire services.

Request for Town Council Input:

The Town Council is asked to consider whether to take a formal position on the Conditional Zoning request.





VICINITY MAP

DEVELOPMENT NOTES

1. The proposed development must meet the post-construction runoff reduction requirements for the 2, 10 and 50-yr storm events for areas not draining directly to FEMA regulated floodplain. Peak runoff flows must be reduced to pre development runoff rates for downstream receiving areas for the aforementioned storm events.
2. All internal streets must be designed to NCDOT standards. Certified inspectors must be used to confirm road conditions during construction.
3. Internal roads will be required to provide curb and gutter, sidewalks, street trees, and street lights per Union County requirements.
4. Sidewalk will be provided along the NC 218 project frontage.
5. Water service to the project will be public, sewer will be provided by decentralized waste water treatment system with drip fields.
6. Access to NC218 will be a right in - right out access only. Left turn lane will be provided at the Milgrove Road access per Traffic Impact Analysis.

DEVELOPMENT DATA

Site Information:
 Total Gross Acreage: 389.25 Ac.
 Tax Parcel Numbers:
 08309016
 08282009A
 08312014
 Zoning Jurisdiction: Union County, NC
 Proposed Annexation: TBD
 Zoning Classification: RA-40 - Residential/Agricultural District
 Proposed Zoning: R-4

Acreage Information:
 Max. Coverage for Bldgs. and Structures: 40%
 Total Open Space Provided: 209.64 Ac.

Building Setbacks:
 Primary: 20'
 Side Yard: 5'
 Side Yard (Corner Lot): 10'
 Rear Yard: 25'
 Common Open Space Between Backs of Lots to be 25' min.

Lot Information:

Proposed Lot Sizes:
 - 40' x 140'
 - 50' x 140'
 - 60' x 140'

Total Dwelling Unit Proposed:

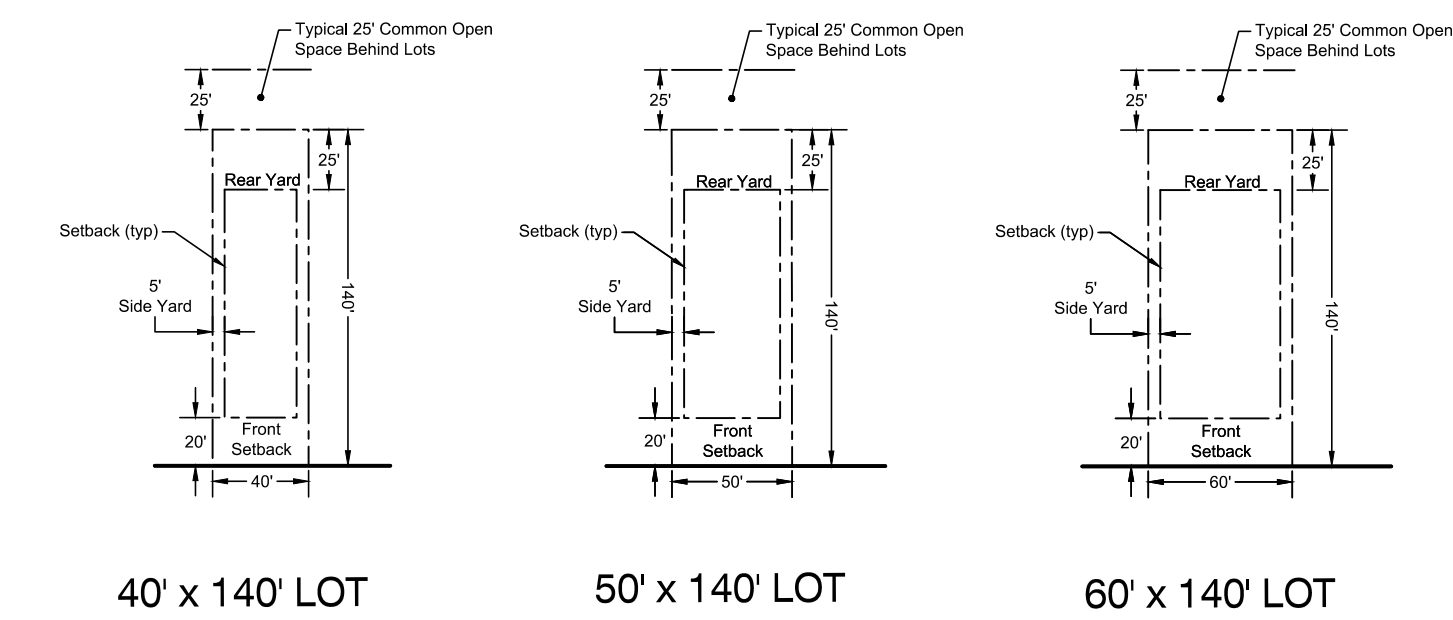
- 40' Lots:	116 (16.0%)
- 50' Lots:	352 (48.4%)
- 60' Lots:	257 (35.4%)
- 70' Lots:	2
Total:	727

Gross Density Calculation:
 Total Dwelling Units (727 lots) ÷ Total Gross Acreage (389.25 Ac.)
 = 1.77 Dwelling Unit per acre

Maximum Density Calculation:
 Total Dwelling Units - 727 lots
 Site Area minus Right of Way(46.11 Ac.) and Riparian Buffer(73.37 Ac.): 269.77 Ac.
 Maximum Density - 727/267.77
 = 2.69 Dwelling Units per Acre

LEGEND

- PROPERTY LINE
- SURVEY WETLAND TYP.
- LOT BOUNDARY
- STREAM BUFFER
- PERENNIAL STREAM
- INTERMITTENT STREAM
- 100 YR. FEMA FLOODPLAIN
- POTENTIAL BMP LOCATION
- OPEN SPACE



TYPICAL LOT DIMENSIONS
 NOT TO SCALE



MAIL KIOSK WILL BE PROVIDED IN THE AMENITY AREA. EXACT LOCATION WILL BE DETERMINED DURING REZONING PROCESS.

LEFT TURN LANE WILL BE CONSTRUCTED AT THE MILGROVE ROAD ACCESS

100' BUFFER

40' BUFFER
 PROPERTY LINE
 MODEL ROW

MERRICK
 301 S. MCDOWELL STREET
 SUITE 300
 CHARLOTTE, NC 28204
 NC ENGINEERING FIRM F-0908
 PHONE: (704) 529-6500

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PREPARED FOR:
Kolter Signature Homes
 4807 PGA Blvd
 Palm Beach Gardens

REVISED BY	DATE	REVISION DESCRIPTION

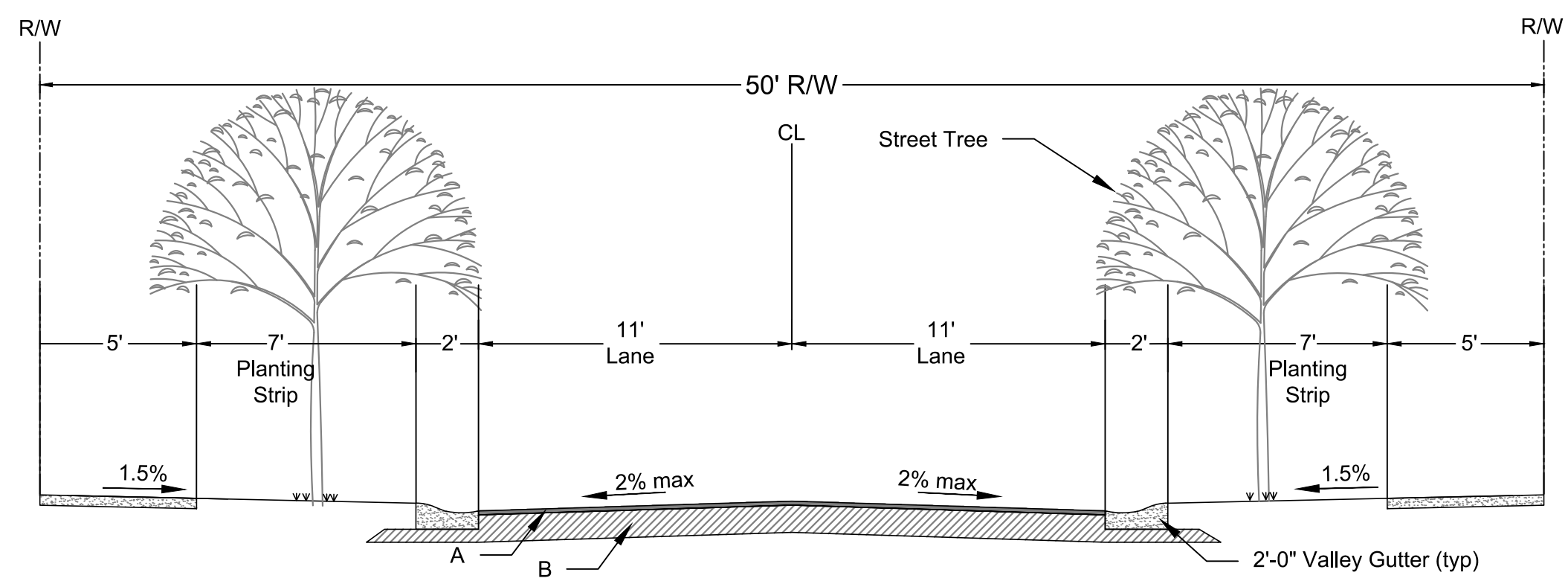
Seal area for **Cresswind at Gold Branch**, Union County, NC, Rezoning Site Plan.

SCALE
 VERT: N/A
 HORZ: 1" = 300'

DESIGN BY:	JC	DATE:	09/13/24
DRAWN BY:	ZK		09/13/24
CHECKED BY:	JC		09/13/24
APPROVED BY:	-		MM/DD/YY

PROJECT/TRACKING #
 INTERNAL: 100783.00
 MUNICIPAL: 2024-CZ-007
 ORIGINAL DATE: 08/16/24

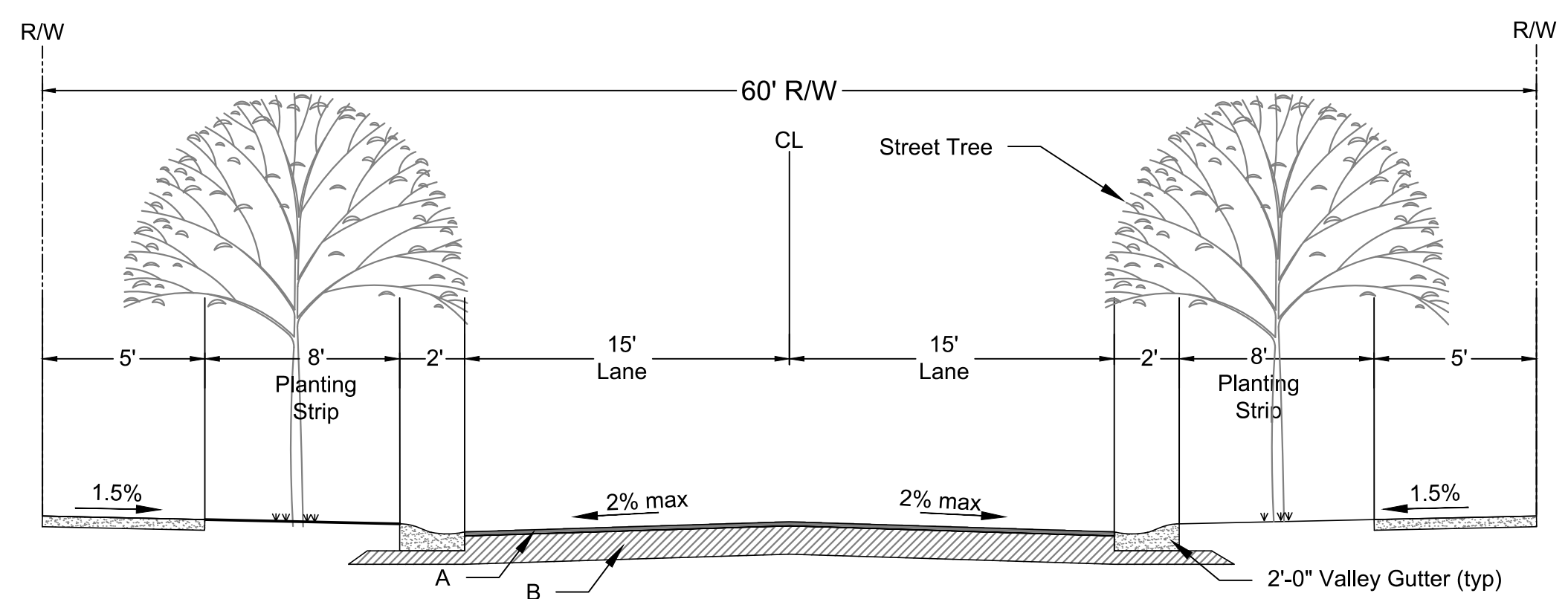
SHEET **1 of 2**



Paving Schedule:
 A. 1.5" SF9.5A or S9.5B
 B. 8" ABC or STBC

TYPICAL RESIDENTIAL LOCAL SECTION

NOT TO SCALE



Paving Schedule:
 A. 1.5" SF9.5A or S9.5B
 B. 8" ABC or STBC

TYPICAL RESIDENTIAL COLLECTOR SECTION

NOT TO SCALE

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PREPARED FOR:
Kolter Signature Homes
 4807 PGA Blvd
 Palm Beach Gardens

REVISED BY	DATE	DESCRIPTION

Cresswind at Gold Branch
 Union County, NC
Road Cross Sections

SEAL(S)

SCALE
 VERT: N/A
 HORZ: N/A

DESIGN BY:	DATE:
JC	09/13/24
ZK	09/13/24
JC	09/13/24
-	MM/DD/YY

PROJECT/TRACKING #	INTERNAL: 100783.00
MUNICIPAL: 2024-CZ-007	ORIGINAL DATE: 08/16/24
SHEET	2 of 2



MEMO

To: Mayor and Council
 Via: Alex Sewell, Town Manager
 From: Erinn Nichols, Assistant Town Manager
 Date: 10-10-2024
 RE: **Waste Connections Contract Extension Option**

The Town’s contract with Waste Connections is complete June 30, 2025. However, per the Town’s amended contract, the Town has the right to execute a two-year extension allowing the contract to continue through June 30, 2027. (Note: Another two-year extension is allowed per contract for service through June 30, 2029.)

In 2023, the Town heavily negotiated new contract terms with Waste Connections. The terms are very favorable to the Town and most competitive of neighboring municipalities. In addition, complete rebidding of the contract could cause budget concerns, insufficient services to the residents, and significant use of Town time and resources.

From January 2023:

Original Request:	Negotiated Offer:
<ul style="list-style-type: none"> • \$17.75/household/month (25.4% increase) 	<ul style="list-style-type: none"> • \$15.50/household/month (9.5% increase)
<ul style="list-style-type: none"> • No additional services 	<ul style="list-style-type: none"> • Additional services: <ul style="list-style-type: none"> ○ One (1) additional two-year contract extension option (7/1/27-6/30/29) ○ Two (2) additional bulk pick-ups (for a total of 3x per year) ○ Performance Bond – WC add a Performance Bond equal to 100% of the Annual Contract Value, renewed annually.
<ul style="list-style-type: none"> • Additional terms: <ul style="list-style-type: none"> ○ No CIP cap 	<ul style="list-style-type: none"> • Additional terms: <ul style="list-style-type: none"> ○ CIP cap at 10%
<p>All other contract terms remain the same. Some notable terms:</p> <ul style="list-style-type: none"> ○ Full sponsorship of Stallings Shred Day Events (~\$5000/yr.) ○ Sponsorship of Christmas Event (\$2000/yr.) ○ Ownership of all carts ○ No tipping fees ○ No fuel surcharges ○ Recycling fee remains (added in 2019 due to industry changes) - \$4132/month 	

Staff met with Waste Connections in late September and was able to secure the same terms (no changes) for the optional contract extension for the term of July 1, 2025 through June 30, 2027.

Recommendation:

Staff recommends the Council exercise its right to execute the two-year contract extension with Waste Connections for the term July 1, 2025 through June 30, 2027.

Additionally, Staff is recommending continued discussion with Waste Connections to develop a contract amendment allowing for partnership.

From: [Edward Ward](#)
To: [Erinn Nichols](#)
Cc: [Jacob Cloninger](#)
Subject: Town of Stallings NC Contract Extension
Date: Thursday, October 3, 2024 1:21:54 PM

Hello Erinn,

Thank you for your time last week, I appreciate your time. Hoping you did not suffer any issues at home with the Hurricane.

As we discussed, Waste Connections is interested in extending our current contract for the term, 7/1/25-6/30/27 under the same terms and conditions. Pricing will adjust on an annual basis based on the CPI increase for a specified month.

Please advise if you would like any additional information, thank you and best wishes.

Ed

Ed Ward | Municipal Relations Manager
C: 717-577-6440 | Edward.Ward@WasteConnections.com
Colonial Division (NC/SC/VA)
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