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 Meeting ID: 925 9605 6135
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April 27, 2020
 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.	7:25 p.m.	DA19.11.01 – Union Park Towns/Exeter Development <i>Development Agreement for a 217-unit townhome project on 25.72 acres located on Stallings Road</i> A. Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Lynne Hair, Town Planner	Approve/Deny DA19.11.01
3.	7:45 p.m.	Legal Counsel Scope of Work (Martin) <i>(Tabled 04-14-2020)</i>	John Martin, Council Member	Discussion and possible action
4.	7:55 p.m.	UDO Discussion – Open Space <i>(Tabled 02-24-2020)</i>	John Martin, Council Member Lynne Hair Town Planner	Discussion and possible action
5.	8:10 p.m.	Planning Board/BOA Membership Framework	Alex Sewell, Town Manager Lynne Hair, Town Planner	Discussion and possible action
6.	8:20 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



MEMO

To: Town Council
 From: Lynne Hair, Planning Director
 Date: April 15, 2020
 RE: DA19.11.01 – Union Park Towns/Exeter Development. Review and recommendation of a Development Agreement for a 217-unit townhome project on 25.72 acres located on Stallings Road.

Attached please find a copy of the final Development Agreement document for the Union Park Townes project located on Stallings Road in PID# 07099001A, 07099001B, 07099001C, 07099001D and owned by Aella Krantha Kumas Reddy, Paxton, SKG Holdings, and Boyles.

PROJECT OVERVIEW	
Use	Single Family Attached (Townhomes)
Acreage	25.72 acres
Units	217
Density	8.43 units/acre
Open Space	5.23 acres or 20%
SAP	Monroe Bypass
TIA	Yes. Exhibit C
Greenway	No. No greenway trails as identified by the Stallings Parks and Greenway Master Plan are shown on the subject property.
Fee in Lieu of Parkland	Yes. Amount TBD. Terms #27, page 7
Architectural Standards	Yes. Attached to DA Exhibit D

State statues require a recommendation of the document be made and forwarded to council for final decision. A development agreement cannot be denied because of use or density.

DA Subcommittee Recommendation: Approval 01/27/2020 – (unanimous)

Planning Board Recommendation: Approval 02/18/2020 – (unanimous)

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION)

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into effective this ___ day of ___, 2020 (the "Effective Date") by and between Exeter Union Park Townes Developers, 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 25.72 acres, more or less, located generally at the intersection of Stallings Road and N.C. Highway 74 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 Monroe Bypass Corridor Small Area Plan, approved by the Stallings Town Council (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. A public hearing for a map amendment, pursuant to Section 5.3-3(C)(2) of the Town of Stallings Development Ordinance, was held before the Town Council of the Town of Stallings to rezone the Property to MU-2 to accommodate the future development of the Small Area Plan. The MU-2 zoning classification permits attached house dwellings.
3. Developer desires to develop the Property (the "Project") generally in accordance with the conceptual plans, attached as Exhibit "B" and incorporated herein for all purposes, and intends to submit to the Development Administrator a site development plan to be approved by the Development Administrator in accordance with the Town of Stallings Development Ordinance (the "**Zoning Ordinance**").

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at large and providing assurances to Developer that it may proceed with the development of the Project in accordance with the provisions hereof and that development standards will remain stable throughout the period of development in accordance with Section 160A-400.20 et. seq. of the North Carolina General Statutes.

TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

1. Public Hearing. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council of the Town of Stallings conducted a public hearing on [REDACTED] and approved the subsequent execution of this Agreement on [REDACTED] in accordance with the procedures set out in G.S. 160A-364.
2. Permitted Uses/Maximum Density. The Property is located in, and may be devoted to the uses permitted in, the MU-2 zoning district. A concept site plan is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

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

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

6. Law in Effect on November 17, 2019 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 November 17, 2019 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 , 2035 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 Entrance Permit;
- (f) Building Permits; and
- (g) 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. Upon dedication and acceptance, such water and sewer lines shall be public and shall be maintained by Union County, North Carolina.

11. 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 pursuant to the Zoning Ordinance shall not require an amendment to this Agreement. An amendment to the site development plan approved by the Town of Stallings Development Administrator and in accordance with the Zoning Ordinance shall not be considered an amendment to this Agreement.

12. Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto. Notwithstanding the foregoing, the parties agree that the approved Agreement shall be executed by the Town and Developer promptly after the recording of the deed to the single purpose entity created by Developer to take title to the Property

13. Periodic Review.

- (a) Pursuant to G.S. 160A-400.27, the Development 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).

14. 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.

15. 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: Exeter Union Park Townes Developers, LLC
1905 Woodstock Road Suite 9250
Roswell, GA 30075
Attn: Mary Bertrand

16. 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.
17. 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.
18. 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.
19. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.

25. 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.

26. 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.

27. Parkland Payment. Developer shall make a payment in lieu of parkland requirements pursuant to the provisions of the Zoning Ordinance.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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

Developer:

Exeter Union Park Townes Developers, LLC
a North Carolina limited liability company

By: _____
Jeffrey R. Smerko, Manager

NORTH CAROLINA

UNION COUNTY

I, a Notary Public of the County and State aforesaid, certify that Jeffrey R. Smerko, personally came before me this day and acknowledged that he is Manager of Exeter Union Park Townes Developers, LLC, a North Carolina limited liability company, and that he, as Manager, 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 _____, 2020.

NOTARY PUBLIC

My commission expires: _____

* The parties acknowledge that Developer is a single-purpose limited liability company created 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 entered into and executed by the Developer and the Town and recorded after the deed into the Developer 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 _____, 2020.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
Property Description
Page 1 of 2

TRACT 1:

BEGINNING at an existing point in the Southeasterly corner and thence running from said beginning point N.47°10' 43" W 352.73' to a point; thence S. 51°28' 07" W 294.85' to a point; thence N. 20° 35' 41" W 384.58' to a point; thence N. 02° 57' 14" E 306.25 to a point; thence N. 41° 50' 43" E 333.00' to a point; thence N. 41°49' 34" E 115.10; thence S. 38° 40' 05" E. 779.08' to a point; thence S. 04° 39' 16" W 257.91; thence S. 39° 18' 25" W 246.10 to the point and place of BEGINNING containing 11.982 acres all as shown on survey by Hyatt Landing surveying, PLLC (Firm P-0676) dated March 3, 2016.

TRACT 2:

BEGINNING at a point in the center of Stallings Road common corner with R.G. Carrington (formerly land of Mrs. Newcombe) and runs thence with the Carrington (formerly Newcombe) line N. 20-40-50 at 33.49 feet for 883.82 feet to an iron stake; thence N. 52-23-55 E. 294.62 feet to an iron stake; thence S. 47-12-05 E. 883.23 feet to the center of Stallings Road, and crossing an iron pin in the Northwesterly margin of Stallings Road 30.0 feet from the said center of Stallings Road; thence along and with the center line of said road S. 43-25-05 W. 106.55 feet; 2nd, 2. 51-55-00 W. 68.73 feet; 3rd, S. 55-32-00 W. 112.07 feet, 4th, S. 56-43-15 W. 114.26 feet to the point of BEGINNING, and containing 10.00 acres as surveyed November 25, 1976, By F. Donald Lawrence.

TRACT 3:

BEGINNING at an iron pin, the northwest corner of a 1.808 acre tract conveyed to John R. Boles, et ux, by Clyde Paxton, et ux; thence a new line in the Clyde C. Paxton property, North 06 degrees 52 minutes 30 seconds East, 257.90 feet to an iron in a line of property of Phillip Drye; thence with Drye's line, South 36 degrees 26 minutes 40 seconds East, 182.83 feet to an iron, the northeast corner of the 1.808 acre tract; thence with a line of said tract, South 52 degrees 00 minutes 00 seconds West, 177.0 feet to the point of BEGINNING, containing 0.37 acres, more or less, according to a survey and plat thereof by Edward L. Killough, R.L.S., dated February 13, 1987.

TRACT 4:

BEGINNING at a point in the center of the Stallings Road, Phillip D. Drye's property corner, indicated by an iron stake on the line North side of road, and runs thence with said Drye's line North 36-30 West 522 feet to an iron stake, a new corner on said line by a maple; thence 2 new lines as follows: (1st) South 52 degrees 160 feet to an iron stake; (2nd) South 42 -45 East 539.2 feet to a point in the center of the Stallings Road, indicated by an iron stake on the line North side of road; thence with center line of said Stallings Road North 43 degrees 101.1 feet to the BEGINNING and containing 1.58 acres.

TRACT 5:

BEGINNING at a point in the center line of the right of way of Stallings Road, which point is the southwesterly corner of the 1.58 acre tract previously conveyed to John R. Boles and wife Gayle Paxon Boles, in that certain Deed dated August 8, 1967, recording Book 211 at page 391 in the Office of the Register of Deeds of Union County, North Carolina, and is S. 43-12 W. 101.1 feet from the point in said center line marking the southerly corner of the parties of the second part and Phillip D. Drye (now or formerly), running thence from said beginning point with said center line of Stallings Road S. 43-12 W. 18.9 feet to a point in said center line; thence with two lines of Clyde C. Paxton: (1) N. 42-45 W. 541.8 feet to an iron pin; (2) N. 52-00 E. 17 feet to an iron pin, a corner of the aforesaid 1.58 acre tract; thence with the line of said 1.58 acre tract S. 42-57 E. 539 feet to a point in said center line of said Stallings Road, the point or place of BEGINNING, all as shown on that certain Survey dated June 21, 1973 of Allen D. Carter (L-1234), which Survey is hereby referred to and made a part hereof as if fully set out.

EXHIBIT "A"
Property Description
Page 2 of 2

TRACT 6:

BEGINNING at a point in the center line of State Road #1365 (Stallings Road), the southwest corner of the 1.808 acre tract conveyed to J. R. Boles hereinabove referenced; thence along and with the center line of said road, South 43 degrees 07 minutes 30 seconds West, 181.32 feet to a point; thence two new lines in the Clyde Paxton property as follows: (1st) North 43 degrees 25 minutes 50 seconds West, 520.07 feet to an iron, passing an iron at 30.03 feet; (2nd) North 36 degrees 42 minutes 30 seconds East, 190.24 feet to an iron, a common corner of the 1.808 acre tract of the Boles property and the 0.37 acre tract of the Boles property hereinabove referenced; thence with a line of the 1.808 acre tract, South 42 degrees 45 minutes 00 seconds East, 541.80 feet to the point of BEGINNING, passing an iron at 520.50 feet, and containing 2.24 acres, more or less, as shown .on a plat by Edward L. Killough, R.L.S., dated February 13, 1987.

TRACT 7:

BEGINNING at an existing point in the Southeasterly corner and thence running from said beginning point N 47-10-43 W 477.14 feet to a point; thence N. 39-18-25 E. 246.10 feet to a point; thence S 34-28-52 W. 190.19 feet to a point; thence S 45-39-02 E. 463.35 feet to a point; thence S. 40-58-34 W. 45.12 feet to the point and place of BEGINNING containing 0.599 acres, more or less, all as shown on a survey by Hyatt Land Surveying, PLLC (Firm P--0676) dated 3/31/16.

EXHIBIT "B" The Conceptual Plan

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

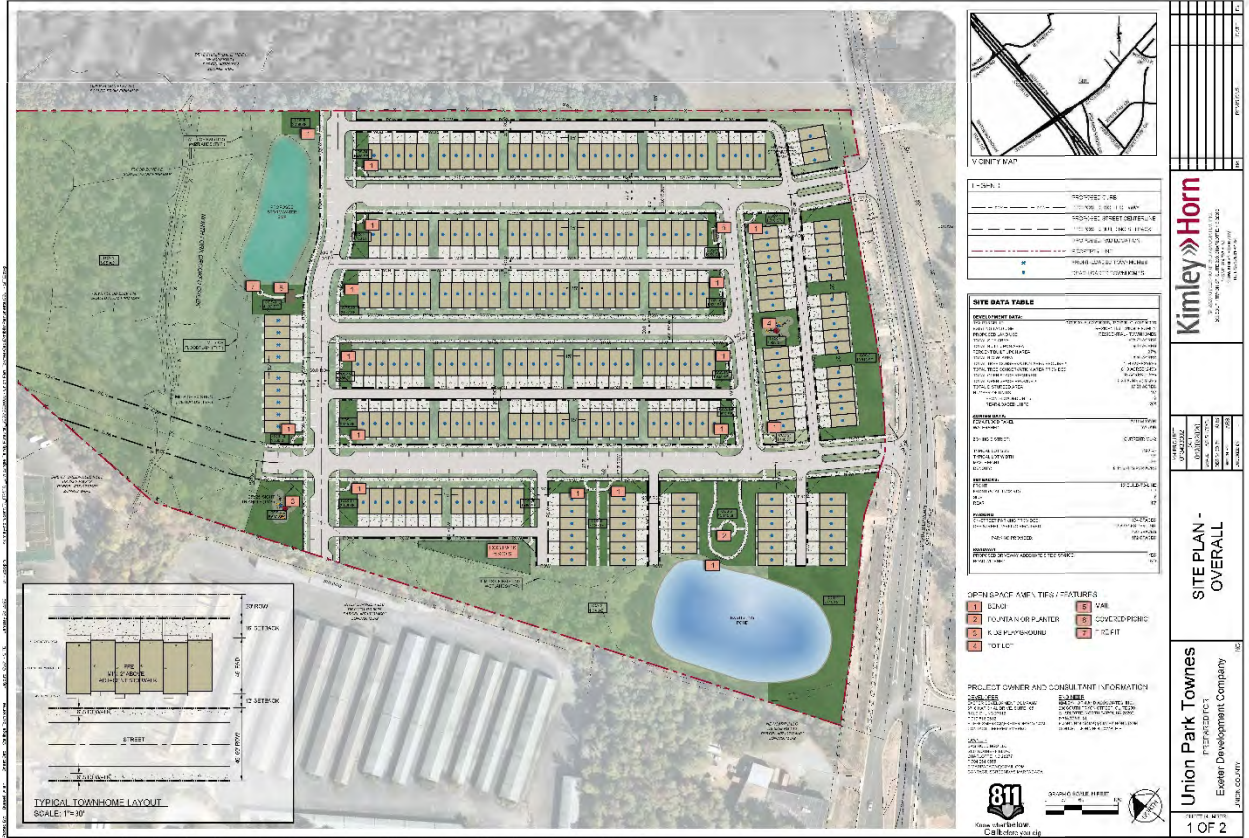


EXHIBIT "C"
Description of Transportation Improvements

The below transportation improvements shall be completed in accordance with provisions of that one certain Traffic Impact Analysis prepared by Kimley-Horn and Associates, Inc., dated December 9, 2019 and generally as set forth on the Plan.

Based on coordination with NCDOT and the Town of Stallings, the final agreed upon offsite mitigation for the proposed development is as follows:

Access #1 (Northern full movement driveway):

- Construction of a southbound right turn lane with 50' of storage and appropriate taper
- Construction of a northbound left turn lane with 100' of storage and appropriate taper

Access #2 (Southern right-in/right-out movement driveway):

- Construction of a southbound right turn lane with 50' of storage and appropriate taper
- Construction of a concrete median to protect RI/RO that does not interfere with the residential driveways on east side of Stallings Road

Pedestrian Improvements:

- Construction of a 6-foot-wide sidewalk on the west side of Stallings Road along the length of the proposed development

EXHIBIT "D"
Architectural Standards
Page 1 of 2

Proposed Architectural Standards. The architectural design for the Project shall be in keeping with the below and minor variations required during final design and development may be approved by the Development Administrator.

1.	Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks. No elements, including steps, shall project over the property line at the ground level.
2.	Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls. Maximum height 4 feet at street frontage, 8 feet at interior side and rear.
3.	Porches will be covered and have a minimum depth of four (4) feet.
4.	A minimum of 18 inches of the base of the front building wall shall be clad in brick or stone.
5.	Exterior walls shall be finished in cementitious siding, brick or stone or combinations of the foregoing.
6.	Walls may be built of no more than two materials and shall only change material along a horizontal line, typically at a floor line or a gable end, with the heavier material below the lighter.
7.	Stoops will be made of wood, brick or concrete. If concrete, a stoop will have brick or stone foundation walls.
8.	Decks shall be located in rear yards only and shall be painted or stained or composite.
9.	The following shall be located in rear yards only provided they are not visible from the fronting street or a public right of way: <ul style="list-style-type: none"> a) HVAC equipment b) Utility meters c) Satellite dishes d) Permanent grills e) Permanent play equipment <p>HVAC and utility meters may be located in a side yard if screened from view and no closer than 5 feet from side property lines and installed per the utility companies' guidelines.</p>
10.	Composite trim elements must be painted. [Note that no wood products are used on the exteriors or walkway]
11.	Roofs shall be clad in corrugated 5v crimp or standing seam galvanized steel, galvaline, or copper, asphaltic or fiberglass shingles shall be dimensional shingles.
12.	Interior ceilings will have a minimum height of 9' on the first floor of a multi-story townhome unit.
13.	Doors shall be clad or made of wood, glass, fiberglass or steel. Doors shall be painted or stained.

EXHIBIT "D"
Architectural Standards
Page 2 of 2

14.	Shutters shall be use high grade vinyl wood look or a smooth look such as Fypon or Mid-American high-quality shutters.
15.	Front doors, including the entry door to the porch on a side yard shall be located on the frontage line.
16.	Front loaded unit's garage doors shall be carriage style garage door and the garage door will contain hardware. Alley loaded unit's garage doors can be of traditional design.
17.	High visibility end units near project entrance shall have additional architectural features on the ends of the buildings and enhanced landscaping.
18.	Existing pond shall be equipped with a mechanical aeration device
19.	Cement parging is allowed on foundations of all side and rear exterior building walls in lieu of the 18" minimum brick or stone required on the base of the exterior front building walls.
20.	All street lighting provided by Duke Power will be of a decorative style approved by the Town.

AMENDMENT TO LEGAL SERVICES CONTRACT

This modification agreement made and entered into this the _____ day of April, 2020, by and between Melanie D. Cox (hereinafter "Attorney) and the Town of Stallings, North Carolina (the "Town")

WITNESSETH:

WHEREAS, on the 11th day of June 2018, the Town and Company entered into a contract relating to legal services (the Contract), a copy of which is hereto attached and incorporated by reference; and

WHEREAS, the Town and the Attorney have agreed to modify certain terms of the contract.

NOW, THEREFORE, it is mutually agreed, that in consideration of the covenants and releases herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 2. The last paragraph of Section 2 shall be amended to read:

The Mayor and each Council member is authorized to utilize Attorney for not more than six hours per year without Council approval; this work shall be itemized on Attorney's monthly billing. Attorney is employed to represent the Town Council and Mayor, and any communication between the Mayor or a Council Member and the Attorney is not confidential with respect to the Mayor or any other Council Member. Attorney will copy all Council Members on email and written correspondence when rendering advice to a specific Council member.

Except as hereby modified or amended, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and Seals the date and year first written above.

COX LAW FIRM, PLLC

By: _____
Melanie D. Cox, Attorney

TOWN OF STALLINGS

By: _____
Alex Sewell, Town Manager

By: _____
Wyatt Dunn, Mayor

Attest: _____
Erinn Nichols, Town Clerk



DeWitt F. "Mac" McCarley

Partner

Telephone: 704.335.9519

Direct Fax: 704.334.4706

macmccarley@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

April 21, 2020

Confidential

Via E-mail

Mayor Wyatt Dunn
Town of Stallings
315 Stallings Road
Stallings, NC 28104

Re: Town of Stallings


Dear Mayor Dunn:

In response to your request, please approve the following addition to our engagement letter with the Town, and return a signed copy to me:

In accordance with instructions from the Town, Parker Poe will respond to no more than 6 hours of billable hours per budget year, per Council Member for individual council member requests aside from those originating from formal voted Council actions, staff and/or Town Manager requests. Any further individual Council Member requests would be at the discretion of the Council as a whole, subject to a formal vote.

Sincerely,

PARKER POE ADAMS & BERNSTEIN LLP

By: 
DeWitt F. "Mac" McCarley

ACCEPTED BY:

Town of Stallings

By:

Name: Wyatt Dunn, Mayor
Town of Stallings

Date:



MEMO

To: Town Council
 From: Lynne Hair, Planning Director
 Date: April 21, 2020
 RE: Open Space Information - Town Council directed Staff to provide information on ways to improve the Towns Open Space requirements and requested that comparison to neighboring towns be provided.

Background:

At the January 13, 2020 meeting, the Council had requested a discussion of density and fence location. From this discussion it was determined that improvements to open space requirements was desired and requested that Staff research and return with information on how open space standards could be improved.

Research conducted revealed that there are numerous types of open space and many ways to apply to development sites. A comparison to the neighboring towns of Matthews, Indian Trail and Mint Hill was conducted at the request of the Mayor and this only further confirmed the diversity of this topic. The following table shows the different ways open space is applied by these towns and highlights possible options for town requirements:

	OS%	Rec Plan	Greenway Plan	Stream Buffers	SW Requirement	Setbacks	Minimum Lot Size	Tree Save
Stallings	10% - Res. 7.5% Other	Yes	Yes	30' – 100'	No	Yes	Yes	6%
Matthews	10-24%	Yes Meck County	Yes	50' – 100'	10-24%	Yes	Yes	5-20%
Mint Hill	# bedrooms X 500 SF	No Meck County	Yes	50'- 100'	10-24%	Yes	Yes	*
Indian Trail	10% - 35%	Yes	Yes	30'- 100'	No	Yes	Yes	30%

*Tied to PCSWO open space

To make necessary ordinance changes, the Town's goal for open space will need to be decided. On Monday night Staff will provide a presentation explaining the above table, different types of open space, how they can be applied, and request from Council direction in defining Town goals.

Next Steps:

After goals are defined, staff will make requested changes and return to Council for approval of the direction. Once Council has given a nod of approval, the language will be taken to the Planning Board for recommendation and then a public hearing will be scheduled for final approval.



MEMO

To: Town Council
From: Alex Sewell, Town Manager
Date: March 23, 2020
RE: **Planning Board and Board of Adjustment Membership**

Purpose: This memorandum provides requested information on Planning Board and Board of Adjustment membership and provides a recommendation for Council's consideration.

Background: On 3/9/20, the Town appointed two members as alternates to the Planning Board/Board of Adjustment (7 full members and 2 alternates). Mayor Protem Paxton shared concerns with staff regarding potential inconsistencies between the Stallings Development Ordinance (SDO) and Rules of Procedure on Planning Board Membership, and requested staff investigate the matter.

Research: Staff researched and found that the Town Code of Ordinances Chapter 32.10 and the Planning Board Rules of Procedure both reference the Planning Board as having seven (7) full members and two alternates on the nine (9) member Board as follows:

1. Code of Ordinances Chapter 32.10 (A)(1) Planning Board, Membership states that membership of the Planning Board is, *"Seven members and two alternate members."*
2. Planning Board Rules of Procedures Article 3.1 states, *"Members of the Planning Board shall be appointed by the Town Council for designated terms. The Planning Board shall consist of seven (7) regular members and two (2) alternate members."*

In addition, the Town's practice has been in alignment with the above.

In contrast, SDO 4.2-2 does not reference alternates on the nine (9) member Board. Instead, SDO 4.2-2 states, *"The Planning Board shall consist of nine (9) members. All members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure..."*

During our research, staff also looked at membership and Rules of Procedure for the Board of Adjustments. In 2013 Council made the decision to combine the membership of the Planning Board and Board of Adjustments due to the lack of BOA items that were submitted and heard by the Town. The current Stallings Development Ordinance Article 4 references the Board as having seven (7) full members and gives the Council the ability to appoint alternates. The Code of Ordinances states that membership of the BOA is the five (5) most tenured members of the Planning Board; and, the BOA Rules of Procedure establishes this Board has having five (5) members and four (4) alternates. The specific language is as follows:

1. Stallings Development Ordinance Article 4.1: states, *“The Board of Adjustments shall consist of seven (7) members. All members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure.”*
2. Code of Ordinances Chapter 32.32 Board of Adjustments: states, *“The five most tenured members of the Planning Board shall serve in the capacity of the Board of Adjustments (BOA) when needed. Should more than five members have the same amount of tenure, the chairman of the Planning Board shall choose the five members to serve in the BOA capacity.”*
3. Board of Adjustments Rules of Procedure: states, *“Members of the Board shall be appointed for designated terms by the Stallings Town Council. The Board shall consist of five (5) regular members and four (4) alternate members.”*

Suggested Resolution: Change the SDO 4.2-2 to read as follows (changes in red text):

*“The Planning Board shall consist of nine (9) members **consisting of seven full members and two alternate members**. All **full** members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure...”*

Staff recommend this option for 2 reasons:

- 1.) All other ordinances, policies, and practices have contemplated a Planning Board with 7 members and 2 alternates. Staff have no recollection and can find no documentation that Council wanted to change the structure of the Planning Board as part of the new SDO adoption process. As a result, it is reasonable to conclude that the Council did not intend to change the Planning Board structure and this SDO clause was simply an error.
- 2.) This is the simplest, most efficient, and least confusing way to address the inconsistency between the SDO and other adopted Town ordinances, policies, and practices.

Suggested Resolution: Change the SDO 4.3-2(A) to read as follows (changes in red text):

*“The Board of Adjustments shall consist of ~~seven (7) members~~ **nine (9) members consisting of seven full members and two alternate members**. All **full** members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure...”*

Suggested Resolution: Change the Code of Ordinances 32.32 to read as follows (changes in red text):

*“The Board of Adjustments shall consist **nine (9) members consisting of seven full members and two alternate members**. All **full** members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure.”* ~~The five most tenured members of the Planning Board shall serve in the capacity of the Board of Adjustment (BOA) when needed. Should the five members have the same amount of tenure, the chairman of the Planning Board shall chose the five members to~~

~~serve in the BOA capacity.~~ These members, when serving as the BOA, shall follow the rules of procedures of the BOA as outlined in the town's Uniform Development Code."

Suggested Resolution: Change the BOA Rules of Procedures 5.2 (D) Membership, Officers, and Duties to read as follows (changes in red text):

*"Members of the Board shall be appointed for designated terms by the Stallings Town Council. The Board shall consist of **nine (9) members consisting of seven full members and two alternate members** ~~five (5) regular members and four (4) alternate members.~~"*

Staff recommend this option for the following (2) reason:

- 1) This merger was done seven (7) years ago. At the time an attempt to maintain the five (5) member structure of the BOA was attempted. Over time it has proven unnecessary and at times confusing to have the same body with separate membership. Since the two bodies are one, it makes the most sense to have similar membership to avoid confusion.
- 2) This is the simplest, most efficient, and least confusing way to address the inconsistency between the SDO and other adopted Town ordinances, policies, and practices.