# VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinnc.org


## VILLAGE COUNCIL MEETING MINUTES

July 13, 2021 – 6:30pm
Village Hall, 10004 New Town Road
Regular Meeting

## A. AGENDA ITEM

**1. Call to Order**

Mayor Pollino called the meeting to order at 6:31pm and determined a quorum was present.
**Present:** Mayor Pollino, Mayor Pro Tem Vandenberg, Councilman Lein, Councilman Marcolese, Councilman Wortman
**Absent:** None
**Staff Present:** Christina Amos, Austin W. Yow, Hunter Nestor, Derek Durst, Tom Weitnauer, Chaplin Spencer

**2. Consider Allowing Councilmembers to Participate Remotely**

No Councilmembers participated remotely.

**3. Adoption of the Agenda**

Mayor Pro Tem Vandenberg requested to make the following changes:

- Add New Business Item #2 "Discuss and Consider Entering into Standard Water and Sewer Services Extension Agreement with Union County Water and Sewer District for Village Hall, 10006 Marvin School Road."

**MOTION:** Councilman Wortman moved to adopt the agenda as amended.
**VOTE:** The motion passed unanimously, 4-0.

**4. Pledge of Allegiance**

Mayor Pollino led the pledge of allegiance.

**5. Public Comment Period**

No comments were given.

## B. REPORTS AND UPDATES

**TIME STAMP 2:05**

**1. Manager's Report**

**a. Solid Waste Discussion of Re-assessing Yard Waste as Added Service** *(See attached documents, Item B.1., which is included as a reference in these minutes).*

Christina Amos, Village Manager, reviewed the solid waste impact fee, as well as the services previously selected by the Council. Ms. Amos then reviewed resident comments about the services, many of which focused on adding yard waste as a service. She then explained how adding this service would increase the impact fee by $36 per resident. Council discussed this in depth and agreed by consensus to remove the electronics collection and add yard waste collection at a cost of $3 per resident per month.

**TIME STAMP 18:10**

**2. Planner's Report**

Mayor Pollino briefly stepped out of the room. Ms. Amos introduced Hunter Nestor, the new Planning & Zoning Administrator. Mr. Nestor reflected on his professional and academic background. Council welcomed Mr. Nestor to the Village.

**3. Roads Report**

No report was given.

**TIME STAMP 20:45**

**4. Deputy's Report**

Deputy Montgomery gave his report on calls and traffic stops from the previous month. He briefly discussed National Night Out which will be held on Tuesday, August 3 from 5:30pm to 8pm at Marvin Efird Park.

5. **Planning Board Chair Report**
No report was given.

**TIME STAMP 26:15**

6. **PR&G Chair Report**
Mayor Pro Tem Vandenberg briefly reflected on the previous PR&G Board meeting, including the selection of plants for the roundabouts.

## C. CONSENT AGENDA *(Consent agenda items may be considered in one motion and without discussion except for those removed by a Councilmember)*

**TIME STAMP 27:25**
**MOTION:** Mayor Pro Tem Vandenberg moved to adopt the consent agenda as presented.
**VOTE:** The motion passed unanimously, 4-0.

1. **Consider Adoption of Minutes from the 5/27/21 (Work Session) and 6/8/21 (Regular) Meetings** *(Adopted minutes can be viewed online).*

## D. PUBLIC HEARING

**TIME STAMP 27:45**

1. **Open the Public Hearing to Consider the Annexation of Parcel #06-210-007A, Requested by Petition Filed Pursuant to NCGS §160A-31** *(See attached documents, Item D.1., which is included as a reference in these minutes).*
**MOTION:** Mayor Pro Tem Vandenberg moved to open the public hearing.
**VOTE:** The motion passed unanimously, 4-0.

   a. **Public Comments**
   Austin W. Yow, Village Clerk & Assistant to the Manager, explained that the property owners filed the petition back in November 2020.

   No comments were given.

   **MOTION:** Councilman Marcolese moved to close the public hearing.
   **VOTE:** The motion passed unanimously, 4-0.

   b. **Discuss and Consider Adoption of OR-2021-07-01 to Extend the Corporate Limits of the Village of Marvin, North Carolina**
   **MOTION:** Mayor Pro Tem Vandenberg moved to adopt OR-2021-07-01 to Extend the Corporate Limits of the Village of Marvin, North Carolina.
   **VOTE:** The motion passed unanimously, 4-0.

**OR-2021-07-01**

**An Ordinance To Extend The Corporate Limits Of The Village Of Marvin, North Carolina**

**Whereas**, the Marvin Village Council has been petitioned under NCGS 160A-31 to annex the area described below; and

**Whereas**, the Marvin Village Council directed the Village Clerk to investigate the sufficiency of the petition; and

**Whereas**, the Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was duly held at the Marvin Village Hall, at 6:30 pm on July 13, 2021 at 6:30 pm after due notice by the *Enquirer Journal* on June 26, 2021 and July 3, 2021; and

**Whereas**, the Village of Marvin Council finds that the petition meets the requirements of NCGS 160A-31; area described herein meets the contiguous annexation standards of G.S. 160A-31, as modified:

**NOW, THEREFORE, BE IT ORDAINED** by the Marvin Village Council of the Village of Marvin, North Carolina that:

**Section 1.** By the virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the Village of Marvin, as of the adoption of this ordinance.

Parcel ID #06-210-007A, Christian P. Cunningham and Pollyanna Cunningham, 8802 Bonds Grove Church Road, as recorded in Book 6133, Page 40 of the Union County Public Registry as described as follows:

BEGINNING at a point in the center of the right of way of SR 1307 (known as Bonds Grove Church Road), said point being the southwest corner of the property of Colin Cashin (Book 4418, Page 738, Union County Registry), and running from said beginning point with the center of the right of way of SR 1307 as follows: (1) South 74 degrees 57 minutes 37 seconds West 467.10 feet to a point; (2) with the arc of a circular curve to the left in a southwesterly direction having a radius of 916.30 feet, an arc distance of 316.62 feet to a point; (3) South 55 degrees 09 minutes 45 seconds West 114.62 feet to a point in the center of said road right of way, a corner of Lot 1 of Beechwood Subdivision (Plat Cabinet B, File 128-B, Union County Registry), thence with the eastern boundary line of Lot 1 of said subdivision as follows: (1) North 40 degrees 51 minutes 34 seconds East (crossing an iron set at 133.83 feet) a total distance of 374.63 feet to a found old T-iron; (2) North 39 degrees 51 minutes 28 seconds East 168.83 feet to a rebar found at the common corner of Lot 1, Lot 3 and Lot 4 of Beechwood Subdivision; thence with the eastern boundary line of Lot 4 of said subdivision North 39 degrees 52 minutes 46 seconds East 347.01 feet to a rebar found at the common corner of Lot 4 and Lot 5 of Beechwood Subdivision; thence with the eastern boundary line of Lot 5 of said subdivision North 39 degrees 52 minutes 52 seconds East 178.87 feet to a point on said boundary line, a corner of the property of Colin Cashin; thence with the Cashin boundary line South 15 degrees 46 minutes 24 seconds East (crossing an old round bar found on line at 23.42 feet and crossing an old slick bar found on line at 488.29 feet) a total distance of 516.41 feet to the point of BEGINNING and containing 4.57 acres, more or less, as shown on copy of unrecorded map of survey prepared by Carroll L. Rushing, NCPLS, dated August 19, 2009.

**Section 2.** Immediately, the above-described territory and its citizens and property shall be subject to all debts, laws, and ordinances and regulations in force in the Village of Marvin of Union County and shall be entitled to the same privileges and benefits as other parts of the Village of Marvin of Union County. Said territory shall be subject to any applicable municipal taxes according to G.S. 160A-58.3.

**Section 3.** The Mayor of the Village of Marvin of Union County shall cause to be recorded in the office of the Register of Deeds of Union County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Union County Board of Elections, as required by G.S. 160-29.

*Adopted this 13th day of July 2021.*

**TIME STAMP 34:10**

2. **Open the Public Hearing to Consider the Annexation of Parcel #06-207-005C, Non-Contiguous Property Owned by the Village of Marvin** *(See attached documents, Item D.2., which is included as a reference in these minutes).*
**MOTION:** Councilman Marcolese moved to open the public hearing.
**VOTE:** The motion passed unanimously, 4-0.

   a. **Public Comments**
   No comments were given.

   Mr. Yow explained that the parcel in question is part of Marvin Efird Park, but was never formally annexed into Marvin.

   **MOTION:** Councilman Marcolese moved to close the public hearing.
   **VOTE:** The motion passed unanimously, 4-0.

   b. **Discuss and Consider Adoption of OR-2021-07-02 to Extend the Corporate Limits of the Village of Marvin, North Carolina**
   **MOTION:** Mayor Pro Tem Vandenberg moved to adopt OR-2021-07-02 to Extend the Corporate Limits of the Village of Marvin, North Carolina.
   **VOTE:** The motion passed unanimously, 4-0.

**OR-2021-07-02**

**An Ordinance To Extend The Corporate Limits Of**
**The Village Of Marvin, North Carolina**

**Whereas**, the Marvin Village Council has by resolution under NCGS 160A-58.7, stated its intent to annex the area described below; and

**Whereas**, a public hearing on the question of this annexation was duly held at the Marvin Village Hall, at 6:30 pm on July 13, 2021 at 6:30 pm after due notice by the *Enquirer Journal* on June 26, 2021 and July 3, 2021; and

**Whereas**, the Marvin Village Council further finds that the area meets the requirements of NCGS 160A-58.1(b), as follows:

The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Village;

Though the proposed satellite corporate limits are closer to the primary corporate limits of Weddington, an annexation agreement is in place to allow for the annexation of the proposed satellite;

The area is so situated that Village will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

No subdivision, as defined in NCGS §160A-376, will be fragmented by this proposed annexation;

The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Village; and

**Whereas**, the Marvin Village Council further finds that the annexation of the area is in the public interest;

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Marvin, North Carolina that:

**Section 1.** By the virtue of the authority granted by G.S. 160A-58.7, the following described non-contiguous property owned by the Village is hereby annexed and made part of the Village of Marvin, as of the adoption of this ordinance.

**"Tract E"**

Legal Description for the Thomas H. Efird property, being 1.66 acres, Identified as Tax Parcel 06-207-005C, located within Sandy Ridge Township, Union County, North Carolina and more particularly described as follows:

BEGINNING at an iron found, said iron being a corner of the Thomas H. Efird and the common corner of (Lot 33, Walden Pond, Phase 2, Plat Cab. D, File 547) the Barry Mendelson property recorded in Deed Book 761 at Page 320 and (Lot 34, Walden Pond, Phase 2, Plat Cab. D, File 547) the Scott & Kathryn Gardner property recorded in Deed Book 4180 at Page 591; Thence running with the line of the Scott & Kathryn Gardner property S67°31'05"W 159.89' to an iron found on the line of the Walden Pond HOA, Inc. property recorded in Deed Book 1024 at Page 832; Thence running with the line of the Walden Pond HOA, Inc. property the following (3) three calls: 1) N60°38'23"W 43.98' to a point; 2) N77°09'23"W 25.72' to a point; 3) S62°19'32"W 66.71' to a point, said point being a common corner of the Thomas Haywood Efird property recorded in Deed Book 476 at Page 183; Thence running with the line of the Thomas Haywood Efird property N25°1 1'55"E 449.24' to an iron found, said iron being a common corner of the Mallory King Cannon, III property recorded in Deed Book 329 at Page 583 and (Lot 32, Walden Pond, Phase 2, Plat Cab. D, File 547) the Michael J. Wilson property recorded in Deed Book 1831 at Page 569; Running thence with the line of the Michael J. Wilson property and the Barry Mendelson property S65°11'05"E 158.91' to an iron found and continuing S13°21'22"W 282.60' to the Point of Beginning, containing 1.66 acre.

**Section 2.** The Mayor shall cause to be recorded in the office of the Register of Deeds of Union County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, with a certified copy of this ordinance. Such a map shall also be delivered to the Union County Board of Elections, as required by NCGS §163-288.1.

*Adopted this 13th day of July 2021.*

**TIME STAMP 36:40**

3. **Open the Public Hearing to Consider Zoning Text Changes Related to Minor Miscellaneous Amendments, including Removing the Large Tract/Small Tract System of Classifying Subdivisions** *(See attached Exhibit A, Item D.3., which is included as a reference in these minutes).*
**MOTION:** Councilman Marcolese moved to open the public hearing.
**VOTE:** The motion passed unanimously, 4-0.

   a. **Public Comments**
   Tom Weitnauer, Planning Assistant, explained that this amendment solely revises the names of subdivisions. There are no changes to standards nor to the review process.

   **MOTION:** Councilman Marcolese moved to close the public hearing.
   **VOTE:** The motion passed unanimously, 4-0.

   b. **Discuss and Consider Adoption of Ordinance Amending the Code of Ordinances to Remove the Large Tract/Small Tract System of Classifying Subdivisions**
   **MOTION:** Mayor Pro Tem Vandenberg moved to approve the Ordinance Amending the Code of Ordinances to Remove the Large Tract/Small Tract System of Classifying Subdivisions; finding that the zoning amendment is reasonable, in the public interest, and consistent the Village of Marvin 2020 Land Use Plan as it updates the zoning code to make consistent references to subdivisions.
   **VOTE:** The motion passed unanimously, 4-0.

**OR-2021-07-03**

**AN ORDINANCE OF THE VILLAGE OF MARVIN, NORTH CAROLINA**
**AN ORDINANCE AMENDING THE CODE OF ORDINANCES TO REMOVE THE LARGE TRACT/SMALL TRACT SYSTEM OF CLASSIFYING SUBDIVIONS IN THE VILLAGE OF MARVIN, NORTH CAROLINA**

**WHEREAS**, The Village of Marvin desires to improve consistency and clarify subdivision classification systems.

**NOW, THEREFORE BE IT ORDAINED** by the Village Council for the Village of Marvin, North Carolina that the various ordinances are amended, replaced, added, or deleted according to Exhibit A, attached.
This ordinance shall be effective upon adoption and ordered published as provided by law.

Adopted this the 13th day of July 2021.

## E. Village Hall

**TIME STAMP 40:35**

1. **Discussion of Permits, Change Orders, Contingency Update, and Furniture Update**
Ms. Amos stated that the final permits have been approved by Union County and that the Village should receive the permit this week. She explained that the Village has used approximately 60 percent of the project contingency funds, leaving roughly $80,000. She then explained pending change orders and added that additional funds will need to be added into contingency. Ms. Amos said she would give a furniture update at a future meeting.

## F. Unfinished Business

**TIME STAMP 45:40**

1. **Discussion of 2022 Marvin Day Celebration**
Mayor Pro Tem Vandenberg reflected on the PR&G Board's event planning discussions for the 2022 Marvin Day Celebration. The Council discussed events for Marvin Day in depth.

**TIME STAMP 1:00:10**

2. **Discussion of Gates and Private Roads**
Chaplin Spencer, Village Attorney, explained that privatizing public streets is an elongated and complicated process. He outlined the legal requirements for both Village and NCDOT roads. He added that 100% of property owners abutting a street must agree to the privatization for it to be approved. Privatizing NCDOT roads require the assent of NCDOT, while privatizing Village roads require the consent of Council, as well as an extensive public notice and public hearing process.

Council discussed this item in depth and agreed by consensus that if a neighborhood whose roads are owned by NCDOT requests to install gates, the Village will pursue a text amendment to allow it if the neighborhood receives NCDOT's approval. The Council further agreed that neighborhoods whose roads are owned by the Village should not be allowed to install gates.

## G. New Business

**TIME STAMP 1:22:00**

1. **Discussion of Dates for Fall Town Hall Meeting**
Council discussed and agreed by consensus to hold the Fall Town Hall Meeting on Thursday, October 14 at 6:30pm at the Barn at Marvin Efird Park.

**TIME STAMP 1:28:30**

2. **Discuss and Consider Entering into Standard Water and Sewer Services Extension Agreement with Union County Water and Sewer District for Village Hall, 10006 Marvin School Road** *(See attached agreement, Item G.2., which is included as a reference in these minutes).*
Ms. Amos explained that this was the tap fee for the water/sewer extension for the new Village Hall that was previously discussed during the Village Hall report.

**MOTION:** Mayor Pro Tem Vandenberg moved to approve the Standard Water and Sewer Services Extension Agreement with Union County and the Village of Marvin.
**VOTE:** The motion passed unanimously, 4-0.

## H. Open Topics

No topics were discussed.

## I. Agenda Items

**TIME STAMP 1:31:40**

1. **Review of Action Items and Ongoing Action Item List**
   - Mr. Yow will send emails to HOAs about donating to National Night Out.
   - Mr. Yow will place the Fall Town Hall Meeting Agenda on the 7/29 work session agenda.
   - Ms. Amos will discuss off-duty security for Marvin Day with the Union County Sheriff's Office.
   - Ms. Amos will work on setting up yard waste as part of solid waste services.

The Council reviewed the ongoing action item list and made changes.

**TIME STAMP 1:35:15**

2. **Council Comments**
**Mayor Pollino:** He welcomed Mr. Nestor to the Village and thanked Mr. Weitnauer for all his work during the transition between Planners. He welcomed Marcos Pizza to the Village. He then stated that he will not respond to accusatory letters and misinformation from individuals who are unwilling to meet with him. He encouraged residents to contact Village Staff to verify the accuracy of information. Mayor Pollino then briefly reflected on a birthday card he found in his backyard that was attached to a balloon. This birthday card was from a couple to their son who passed away. He stated he would be praying for their family.
**Councilman Lein:** He thanked Council and Staff for their work. He welcomed Mr. Nestor to the Village and thanked law enforcement for their work.
**Councilman Marcolese:** He welcomed Mr. Nestor to the Village.

## J. Closed Session

**TIME STAMP 1:39:25**

1. **Recess into Closed Session Pursuant of NCGS §143-318.11(a)(1) for Review and Approval of Closed Session Minutes from the 2/19/21, 3/10/21, 5/11/21, 5/27/21, 6/8/21, and 6/24/21 Council Meetings**
**MOTION:** Mayor Pro Tem Vanden moved to recess into closed session pursuant to NCGS §143-318.11(a)(1) for Review and Approval of Closed Session Minutes from the 2/19/21, 3/10/21, 5/11/21, 5/27/21, 6/8/21, and 6/24/21 Council Meetings
**VOTE:** The motion passed unanimously, 4-0.

*(Recording omits closed session)*

**MOTION:** Mayor Pro Tem Vandenberg moved to move into open session from closed session.
**VOTE:** The motion passed unanimously, 4-0.

**MOTION:** Mayor Pro Tem Vandenberg moved to approve closed session meeting minutes from 2/19/21, 3/10/21, 5/11/21, 5/27/21, 6/8/21, and 6/24/21 Council meetings and keep them sealed.
**VOTE:** The motion passed unanimously, 4-0.

## K. ADJOURNMENT

**MOTION:** Mayor Pro Tem Vandenberg moved to adjourn the meeting at 8:18pm.
**VOTE:** The motion passed unanimously, 4-0.

*Adopted:* 8-10-21

*Joseph E. Pollino Jr., Mayor*
*Village of Marvin*

*Austin W. Yow*
*Village Clerk & Assistant to the Manager*

VILLAGE OF MARVIN
SEAL
N. C.

# Initial cost/fee estimates

Item B.1.

| Static Cost Estimates | |
|---|---|
| Salary/Benefits 1FTE | $65,000 |
| Increased Attorney | $5,000 |
| Misc. | $15,000 |
| Manager Pro Rata Salary | $10,000 |
| Total | $95,000 |

| Cost of Services | | | | | |
|---|---|---|---|---|---|
| Cost of Collection | | | | 1.50% | |
| FUEL SURCHARGE | | | | | |
| CPI | | | | | |
| Base | $ | 13.70 | $ | 328,800.00 | |
| Bulk | $ | - | $ | - | |
| Yard | $ | - | $ | - | |
| Paint | $ | - | $ | - | *contingent on neog cost |
| Christmas | $ | - | $ | - | |
| Electronic | $ | 0.17 | $ | 4,080.00 | *contingent on allowable weight |
| White Goods EVENT | $ | 1.00 | $ | 24,000.00 | |
| Logos on Truck | $ | 0.07 | $ | 1,680.00 | |
| Logo on Cans | $ | - | $ | - | |
| 1st year Contingency | | | $ | 10,000.00 | |
| Total | $ | 14.94 | $ | 463,560.00 | |
| Collection Costs | | | | $6,953.4 | |
| TOTAL SERVICE COST | | | | $470,513.4 | |

| | | |
|---|---|---|
| COLLECTION FEE | $243.66 | Annual |
| Monthly | $20.31 | |
| for three months | $60.92 | 1st year prorata |
| Estimated SAVINGS | $112.34 | |

current rates (will not inc. HOA or sen. discount)

| Vendor | Cost/qtr | Annual Total |
|---|---|---|
| Active Trash | $84 | $336 |
| Waste Connection | $93 | $372 |
| Waste Pro | $90 | $360 |
| SUM | | $336 |
| AVERAGE | | $356 |

30% option = $86,400/year

Prospective New Yard Waste Plan for Village of Marvin

Requirement of 30% participation: The Yard Waste service and rate listed below only applies if a minimum of 30% of the current number of residents sign up for it. The 30% applies to 30% of the total number of residents which will change during the course of the contract.

The village is going to need those who want the yard waste service weekly to sign up on a sheet and this sheet will need to constitute and confirm the names and addresses of 30% of the village residents.

This sign up sheet – constituting 30% participation- yard waste customer list- will need to be shared with Active Waste Solutions for planning purposes prior to the start of the contract.

One service day will be designated by Active Waste Solutions for yard waste service.

If yard waste participants do not have their yard waste out on the service day or do not choose to have the service any particular week – no credits will be issued. The charge will be the same.

The yard waste list will have to be reviewed and updated with new homes or move outs. The list must be jointly owned by the Village and Active Waste Solutions and there needs to be ongoing clear communication.

There is a minimum of one year participation for those who wish to have the service.

An information piece about what we will accept and how we will accept it as well as the quantity allowed will have to be created for residents. Then distributed.

New residents will need to communicated with about yard waste option and if they elect to be added to the yard waste list - they will need to be added. Residents should sign up with the Village and the updated list should be shared with Active Waste Solutions customer service.

Any additions to the yard waste list should be done in sync with monthly billing so their service should start at the beginning of a billing cycle.

If a resident is not on the yard waste list - if they put out yard waste - it will not be picked up.

2000 households x 30%
600 households x 12 = 7200/month

REQUIREMENT OF 30% participation rate
1x a week Yard waste service
Rate per home - $12.00 a month

7200 x 12 = 86,400/year

Notes:
We are not sure how you will capture this revenue in order to pay the invoice as those who do not wish to have the service wont want it included in their tax bill.

In the collective 90 years of experience of our leadership team – no one has seen a municipality request a percentage option for yard waste service. With that said, we are providing this option with a minimum 30% participation rate requirement.

Add yard waste for all now

| Static Cost Estimates | |
|---|---|
| Salary/Benefits 1FTE | $65,000 |
| Increased Attorney | $5,000 |
| Misc. | $15,000 |
| Manager Pro Rata Salary | $10,000 |
| Total | $95,000 |

| Cost of Services | | | | | |
|---|---|---|---|---|---|
| Cost of Collection | | | | 1.50% | |
| FUEL SURCHARGE | | | | | |
| CPI | | | | | |
| Base | $ | 13.70 | $ | 328,800.00 | |
| Bulk | | | | | |
| Yard | $ | 3.00 | $ | 72,000.00 | |
| Paint | $ | - | $ | - | *contingent on neog c |
| Christmas | $ | - | $ | - | |
| Electronic | $ | 0.17 | $ | 4,080.00 | *contingent on allowal |
| White Goods/Bulk EVENT | $ | 0.10 | $ | 2,400.00 | |
| Logos on Truck | $ | 0.07 | $ | 1,680.00 | |
| Logo on Cans | $ | - | $ | - | |
| 1st year Contingency | | | $ | 10,000.00 | |
| Total | $ | 17.04 | $ | 513,960.00 | |
| Collection Costs | | | | $7,709.4 | |
| TOTAL SERVICE COST | | | | $521,669.4 | |

| | |
|---|---|
| COLLECTION FEE | $270.16 |
| Monthly | $22.51 |
| for three months | $67.54 |
| Estimated SAVINGS | $85.84 |

| Difference from Advertised | |
|---|---|
| 3 months | ($6.54) |
| Annual | ($26.16) |

| | | | |
|---|---|---|---|
| To balance with Fund Balance | | ($13,077.52) | first year |
| | | ($52,310.10) | 2nd year |

RFP for yard waste

**Form 12**
**OPTION #6**

CONTAINERIZED/BAGGED YARD WASTE

**COST / FEE PROPOSAL FORM**

**Proposers Name:** Michael Walsh (m)

| **WEEKLY CURBSIDE RESIDENTIAL CONTAINERIZED/BAGGED YARD WASTE** ***PER UNIT PRICE PER MONTH*** | | | | | | |
|---|---|---|---|---|---|---|
| Column 1* TOWN OF WEDDINGTON | | Column 2* VILLAGE OF MARVIN | | Column 3* COMBINED | Marvin | Weddington |
| 2021-2022 | $3.00 three dollars | 2021-2022 | $3.00 three dollars | 2021-2022 | $ 3.00 three dollars | $ 3.00 three dollars |

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

$3/month per unit
=$72,000/year

| *Name* | **Subject:** | **Question** |
|---|---|---|
| *Brian McArdle*<br>*brianj_mcardle@yahoo.com* | Glass recycling | With the change to Active, will glass recycling be restored? |
| *Colleen Atri*<br>*colleenatri@hotmail.com* | Providence Glen | Can you confirm if the Providence Glen neighborhood is included in the solid waste negotiation? If so, we will switch our trash service to Active Waste. Our neighborhood was annexed into Marvin several years ago so my assumption is this should apply to us as well but I want to make sure before we change our service. |
| *Angel Martin*<br>*wags100@aol.com* | Quality of Active Waste's Services | Active waste stinks! Seriously they are terrible. Get a quote from the 12th estate. He's awesome! I'll get you his contact info.<br><br>Nextdoor: Call Chance Cook with the 12th estate. (828)228-3255. At the very least get a quote from him. I've had active waste on two separate occasions and they always disappoint. |
| *Leila Miriam Carroll*<br>*crrllmir@aol.com* | Cost & Quality of Service of Active Waste | Just an FYI for your negotiating with Active Waste. I pay $65 every quarter for garbage pickup with Active Waste. They used to give a senior citizen's discount, but stopped that practice. I'd suggest you check directly with homeowners regarding Active Waste's costs and performance. They regularly miss pickups in my neighborhood. Their excuse is lack of drivers.<br><br>It appears you will not be saving me any money nor will you be increasing performance. Whoever "negotiated" this contract did not do their homework--at least from what I have been paying. Most of my neighbors use Active Waste. Certainly, I should benefit from a contract of all homeowners in Marvin. My expectation would be $50 per quarter or less or $200 per year. At $244, I'm not saving anything. Certainly, Active Waste will perform as they have in the past and are charging basically the same price. I am losing without the benefit of any choice on my part. Active Waste is benefiting and Marvin is providing a service at the same price--forcing me to use their service regardless of Active's performance. |
| *Gary Burmeister*<br>*gburm@outlook.com* | Cost of Active Waste | I misread the cost issue, but the rate ($244/yr) is still higher than many in our neighborhood...range is $64/Qtr($256/yr) and 42/Qtr/$168/Yr. Current vendors also have reduced rate for retirees. |
| *Darlene Hildebrandt*<br>*darhildebrandt@icloud.com* | Yard Waste | I was reading over the new solid waste services that will be provided through the Village of Marvin. Currently, our provider picks up green waste. We prefer to mow and maintain our own landscaping and put out bags of grass clippings almost every week. Will that grass, stick and leaf |

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| | | pickup be available with this new plan? If not, what is the proposed solution to homeowners? When we moved in last year, the waste company was adamant that the green waste NOT go in the trash can. |
| *Taylor Mokris*<br>*taylor.mokris@gmail.com* | Home in Walden Pond | We are at 9101 Yellow Pine Ct, Waxhaw, NC 28173, and would love to be a part of this. Would it be possible to include our neighborhood since we are adjacent to Marvin just happen to have a Waxhaw address? |
| *Sonny Fine*<br>*sonnyfine@gmail.com* | Current Services | We just paid for July, August and September trash pick-up by GBUSA (Waste Connections I believe). Should we cancel this? |
| *Jean Mattson*<br>*jeanmattson@icloud.com* | Courtyards at Marvin HOA | Courtyards at Marvin has Active Waste and with things transitioning to the Village of Marvin, what happens to our Clubhouse pick-up? Right now, Active Waste does not charge us for that service, they just charge our 55 homeowners for their pick-up. We are budgeting for next year so need to know if the annual charge will be assessed to the HOA. We are tax exempt as a 55 plus community but I don't know if that applies to all assessments.<br><br>**CHRISTINA AMOS TO JEAN MATTSON:**<br>We will not do commercial...do you have a dumpster there or is it just a roll out? If it's a rollout (as in treated just like a residential unit), we would just treat the same as a house. If they are currently charging you a different rate than what they charge your homes, you will have to work that would with Active themselves--I would assume it would be close to what you paying now if that's the case, but I do not know since we did not include commercial uses.<br>Let me know if you have other questions.<br><br>**JEAN MATTSON TO CHRISTINA AMOS:**<br>We have regular trash cans at the clubhouse and Active Waste **does not** charge us. We will work with Active Waste for trash disposal at the clubhouse beginning April 1, 2022. Thank you for your help in clarifying our clubhouse issue. Much appreciated. |
| *Dave Ott*<br>*mrdave_03@hotmail.com* | Yard Waste | Will Active Waste Solutions also pick up yard waste? |
| *John Johnson*<br>*jjx5.jtj@gmail.com* | Yard Waste | It's about time. Thanks for this improvement sanitation services. Yard waste wasn't mentioned. If you can expound on that, that would be great. |

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| *Nancy ???*<br>*nancy.smileyface@gmail.com* | Quality of Active Waste's Services | I have heard many complaints regarding Active. Are you looking at any other companies? In Marvin Creek, in my opinion, we've had reliable service.<br>It would be awesome if we, as a community, can have very clear direction as to recycling. It seems as if recycling has very, very grey areas. |
| *Earl Beglin*<br>*efbgolf@gmail.com* | Yard Waste | I am on the HOA board at Weddington Chase. I think this is great and will benefit our residents. One question I have gotten is about yard waste. Grass, leaves, etc. Will that be picked up if it's in the bin and/or in a bag next to the bin? |
| *Dave Nielsen*<br>*walleye8@aol.com* | Yard Waste, Process, Staffing, Multiple Questions | Curious as the yard waste/tree limb pick up not mentioned which is a service we currently have in Marvin Creek? Will this be included in services offered? Why is Marvin government taking control over this service? Our service is just fine. How was this decision made? I didn't see any information. Admittedly I don't attend meetings and sometime review online information. This seems like a significant government enhancement. Were there any questionnaires sent out? Public notices? What additional Marvin government staffing will be required to run this program and amount of costs associated? I am trying to imply this is good or bad...it is just a surprise....<br><br>Thanks in advance for providing me additional clarity. |
| *Jay Johnson*<br>*jjohnson33@carolina.rr.com* | Transition of Services & Fees | If we already have Active as our trash hauler, how will the new services be transferred and when should we stop paying our fees, if this will be rolled into our tax bill? |
| *Andy Hsiao*<br>*andyhsiao57@gmail.com* | Cost of Active Waste | I live in Marvin Creek, and once served as Treasurer of our HOA Board. Our trash/recycling contract provides a lower rate than what the Village is proposing. I am not sure how this is possible, since the Village should have more leverage in negotiating a contract. I would to know whether our current company was considered as a vendor, and who else was evaluated. |
| *Andrew Holz*<br>*ahstonemason@yahoo.com* | Yard Waste | Our current trash collection company picks up yard debris (clippings, leaves, small branches, etc.) once a week... Will this service be included? |
| *Peter Ochs*<br>*psochs89@gmail.com* | Quality of Active Waste's Services | I was happy to see that Marvin is contracting for one solid waste collection service. It does seem to make sense and I anticipate this will reduce household trash collection bills as well. I understand that Active Waste has been selected and I wanted to share my recent experience with the company's service since I transferred our family's service to Waste Connection after finding that Active Waste fell far below my expectations for quality and honesty and |

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| | | responsiveness. The two most pressing issues were that Active Waste: 1. Routinely discarded recycling items in with the regular trash. When I discussed this with their leadership, they assured me that they do recycle the items and will review that with their collection staff. That issue persisted. (I understand that there was a period of time when recycling was not being collected due to the pandemic due to various recycling center closures, but this was a problem that continued well after recycling had resumed.) 2. Trucks picking-up the trash had serious problems with leaking fluids like hydraulic and engine oils, etc. The stains on the streets in front of houses are unsightly and do NOT clean-up and will take a long time to fade. Again, addressing this issue fell on deaf ears at Active Waste. So, I discontinued service but stains in front of other houses and the cul-de-sacs are not pleasant. Unfortunately, no service provider is perfect, but I hope that we will not be going backwards. Thank you for your work on behalf of Marvin residents. |
| *Roger Neilsen*<br>*rogermnielsen@gmail.com* | Additional Bins | Thank you for your efforts so far to consolidate waste collection service in Marvin. Above all, I appreciate the Village's intentions to reduce the heavy haul traffic on our residential roads brought about by multiple haulers serving the same street.<br><br>As you consider the terms of the new agreement, please take into consideration the fact that Marvin also has established itself as an equestrian community. Myself, I have a small horse farm in Valhalla Farms, and my weekly trash fills up at least 2 96-gallon containers. However, if I read the RFP correctly, the village is contracting for only one 96-gallon container per week.<br><br>May I recommend, please, that you anticipate in the new agreement that some residents may need the contractor to pick up two or more containers per week? Understandably, this additional service would come at an additional cost to the resident, however it would be great if it was not a separate contract with yet another waste collection service that the farm owner would need to manage themselves. |
| *Kathleen Horwitt*<br>*khorwitt@gmail.com* | Yard Waste | If you will be taking over trash, then I am requesting yard waste removal as well. If not, we would prefer you not offer trash service and we will continue with our current services. |
| *John English*<br>*jenglish@carolina.rr.com* | ... | I see you guys stepped in it with the 'quiet' takeover of local trash service. Maybe government should've stayed out of that one. People currently have option to get different services (recycling, trash, yard waste, bulk pickup) by engaging companies for those services and being charged based on the services you elect. And if a company doesn't do a good job or gets too costly then there are various companies that provide the services for a homeowner to engage. |

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| | | It's called competition. That all goes away with the government takeover. But our local 'officials' know what's best for the sheep.<br><br>And I see the landscaping of the roundabouts was put in without proper planning. No irrigation and not proper plants. Now looking for a redo down the road.<br><br>I also see that the greenway flooding wasn't properly addressed. I'm done bringing that one up.<br><br>And an obnoxious village hall for a 'village' this size? But pat yourselves on the back and send out the photo ops.<br><br>Seems the local government is sort of a waste and not really needed.<br><br>Luckily for all of you, most in Marvin aren't paying attention so you're free to do as you see fit. Which you clearly do.<br><br>Oh wait. Maybe I shouldn't be calling out a branch of government. Might get me on some watch list? Or has that already happened Joe? I suspect you know all too well about watching (illegally) people. Don't worry, I won't bash you in front of others on social media, as I'll wait for the full truth to come out very soon. Those on this email know Marvin isn't an innocent little sleepy bedroom community. A lot going on behind the scenes around here. |
| *Jim Cowling*<br>*aubee86@aol.com* | Transition of Services | Regarding the trash service change next April, if our current provider is not Active, do we need to contact them to cancel our service or will the Town notify the other providers to cease collecting and billing at the end of March? |
| *Lee-Ann Black*<br>*leeanneblacknc@gmail.com* | Opposition to Yard Waste | I saw the FB post about adding yard waste pickup and want to say that I'm against any additional charges for picking up yard waste. I personally don't need this service as I compost and am on a very wooded lot. As a community I think we should be encouraging sustainable practices, not putting all the leaves in plastic to be hauled off to a landfill. Rather than yard waste pickup, could we designate an area of the park for composting? |
| *Eulalia Da Fre*<br>*eulaliadf@msn.com* | Yard Waste | I am a resident of Marvin Creek and responding to the Facebook post regarding the yard waste collection that you are going to discuss at your next Village meeting.<br>Our current trash service, Waste Pro, has a day of the week (Tuesday) set for curbside pick up of yard waste. Since we moved here in 2013, we always had this essential yard waste pick up |

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| | | service. We take care of our yard, pruning plants, trimming bushes so keeping this service is vital for the maintenance of the lawn of our residence throughout the year. |
| *Derek Orf*<br>*derek.j.orf@gmail.com* | Yard Waste & Recycling | Responding to the Next Door post. Our current t trash service picks up yard waste weekly and we absolutely do use the service. Would definitely want to see this in the Village plan as well. Also, with the new service will recycling be picked up weekly? |
| *Mike Amos*<br>*mikeamos@carolina.rr.com* | Quality of Active Waste's Service (Positive) | Christina, we have used Active Waste and their predecessors for years and cannot say enough positives about Active Waste. They are awesome and we have had zero issues with them. Glad to hear that we are not being forced to go with an inferior company. By the way, your last name is the same as ours. Not a common name, but a good one! |
| *Mike D.*<br>*Nextdoor* | Yard Waste & Bulk | I, for one, welcome this development. It makes a lot of sense for us to pool our purchasing power. It looks like I'll only save a little, but get more services than I'm paying for now.<br><br>A couple of questions:<br>1. I don't see a mention of yard waste in the FAQs; will that be collected also?<br>2. How about over-sized items like furniture and appliances? |
| *Jim C.*<br>*Nextdoor* | Yard Waste & Bulk | I did not see yard waste addressed but they did say Annual bulk and white goods drop-off at Village Hall (one-time event). Sounds good in theory but what if you do not have a truck to drop it off? |
| *Roger M.*<br>*Nextdoor* | Additional Bins | What if the residence needs more than one 96 gallon can per week? |
| *Donna D.*<br>*Nextdoor* | Yard Waste | How will yard waste be handled? |
| *Elaine P.*<br>*Nextdoor* | Quality of Service | I use Chance Cook with the 12th Estate and have been extremely happy with the service as opposed to Active Waste and whoever took over God Bless USA. |
| *Jan H.*<br>*Nextdoor* | Yard Waste | Are you saying that yard waste removal wasn't discussed before you voted it in? Seriously? |
| *KC C.*<br>*Nextdoor* | Yard Waste & Resin Bins | Currently, Homeowners have separate resin cartons on wheels for Trash & recycling pick up. Why not have a 3rd carton for yard waste. Many cities around the USA are using resin cartons (see photos) to keep pick up clean and easy transport to the Landfills. Easy for the homeowner |

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| | | & incorporated with a trash company... this can happen very quickly. Otto Environmental Company is a local manufacturing company right here in Charlotte (near Carowinds). They are the largest manufacturer of resin cartons in the country, right here in Charlotte!!...<br>No transportation around the country for these.<br>In fact, Otto has thousands of cartons on their lot now, do a sample run. Check it out & give them a call. Otto Environmental. Ask for Travis, Robert or Mike. Go take a tour of the plant... |
| *Joseph B.*<br>*Nextdoor* | Survey | Perhaps a surveymonkey questionnaire with targeted questions to the Marvin taxpayers would have been effective in pinpointing needs, watch outs and any other useful insights when thoroughly conducting an RFP. |
| *Vanessa M.*<br>*Nextdoor* | Cost of Service | So, if this service is being provided for currently in our HOA monthly fees, and this new fee will be assessed in our annual tax bill, what is the likelihood our HOA lowers the monthly rate to compensate for the trash service it will no longer need? Just curious... |
| *Lisa Rose*<br>*Phone Call* | Glass Recycling | She called stating she wants to be able to recycle glass. |

# VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinnc.org


**FOR IMMEDIATE RELEASE:** **06/30/2021**


CONTACT:
Christina Amos
(704) 627-2020
Manager@marvinnc.gov


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## The Village of Marvin to Standardize Solid Waste (Household Trash) and Recycling

It is an exciting time to be a Marvin resident! Beginning **April 1, 2022**, the Village will be taking over ALL solid waste and recycling services. With that, residents will see many positive changes to come with their current services. Check out the FAQs below:

### *How this is change come about and why?*

The Marvin Village Council decided to initiate this service for the following reasons:

- Better quality of services (e.g., missed collections get addressed expediently);
  - background checks and training standards of all employees required
- Better customer service (i.e., a local Village of Marvin employee);
- Increase pedestrian and bicyclist safety by limiting the amount of large trucks in our neighborhoods;
- Preservation of Village roads (and privately maintained roads) by reducing the number of high weight collection trucks;
- Lower overall annual costs for residents;
- Promote environmentally friendly community (reducing emissions);
- Greater control over performance issues (i.e., penalties for non-performance issue with a municipality is greater than an individual homeowner);
- Standardizing collection days and thereby improving neighborhood aesthetics (all homeowner will have carts out on same day vs. multiple days as it is now with multiple vendors having varying collection days).

### *What services will be provided?*

- Weekly solid waste (household trash) and recycling collection
- Holiday tree collection (*starting January 2023*)
- Annual curbside electronics collection (one-time event)
- Annual bulk and white goods drop-off at Village Hall (one-time event)
- Local Customer Service

***How much will these services cost vs. how much we pay now? How will we pay for services?***

$244/year; an annual savings to Marvin residents of over $110/year![i] First year will be prorated at $61/year for April, May, and June of 2022. The annual fee will be on your tax bills that come out this fall.

***What if I don't want to receive these services?***

Every Marvin household is assessed this fee, regardless of whether they choose to receive service from the Village; this is how we were able to keep costs so low with better services.

***Which vendor will be providing the services? Can I choose a different provider?***

The Village is currently under negotiations with Active Waste Solutions. This provider will be sole provider of service within the Village of Marvin. We can emphasize to all residents we are confident in the level and quality of service to be provided with *any vendor* as we have created very firm penalty section within our contract for nonperformance, so rest assured…we got this!!

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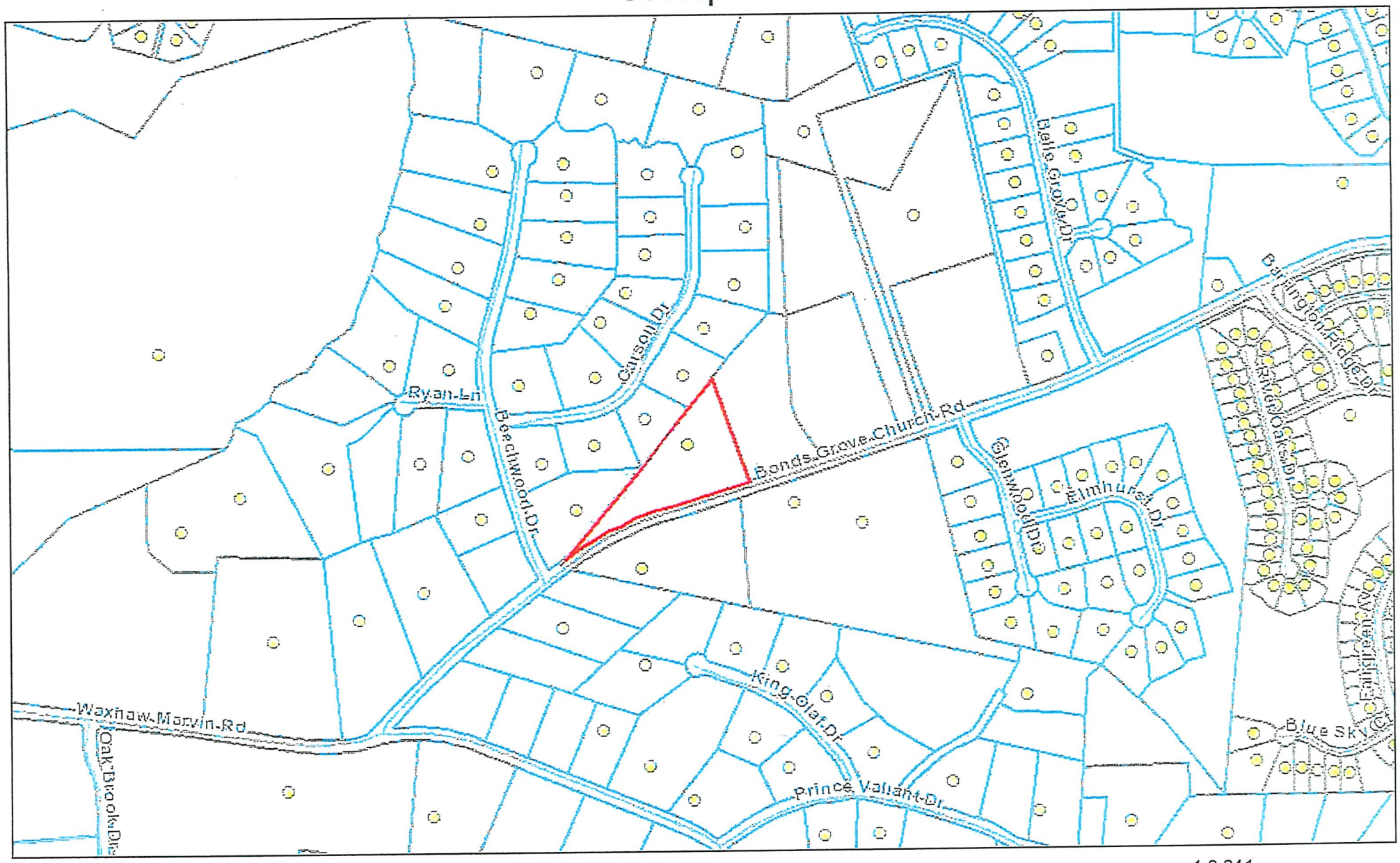
[i] Average residential rate is $372-$336 per year based off current residential rates for those vendors serving within the Village of Marvin.

# GoMaps




May 27, 2021

Parcels

Roads

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30(n))

1:8,841

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Item D.1.

**CERTIFICATE OF SUFFICIENCY**

To the Village Council of the Village of Marvin, North Carolina:

I, Austin W. Yow, Village Clerk do hereby certify that I have investigated the attached petition and hereby make the following findings:

a. The petition contains an accurate property description of the area proposed for annexation.

b. The area described in the petition is contiguous to the Village's primary corporate limits, as defined by NCGS §160A-31.

c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

d. The petition is sufficient and valid.

In witness whereof, I have hereunto set my hand and affixed the deal of the Village of Marvin, this 1st day of June 2021.

(SEAL)

VILLAGE OF MARVIN
SEAL
N. C.

*Austin W. Yow, Village Clerk*
*Village of Marvin*

**VILLAGE OF MARVIN**
**VOLUNTARY ANNEXATION PETITION**

To the Council of the Village of Marvin, Union County, North Carolina:

We, the Undersigned Owners of Real Property respectfully request that the area described below be annexed into the Village of Marvin, Union County, North Carolina. The area to be annexed to the Village of Marvin of Union County, North Carolina and the boundaries of such territory are as follows:

**CONTIGUOUS** **NON-CONTIGUOUS** *(circle one)*

TAX PARCEL NUMBER(s): 06210007A

☑ Check the box to indicate that a copy of the parcel deed(s) is included with this petition.

Respectfully submitted, this the 1st day of December, 2020.

Number of persons in household 4

****Do you declare vested rights?** ☐ Yes ☑ No

***Owner 1***

Full Name: Christian P Cunningham Telephone Number: 704-201-8999

Signature: Christian P. Cunningham

Residence Address: 8802 Bonds Grove Church Rd
Waxhaw, NC 28173

*The following information is required by the Voting Rights Act, 42 U.S.C. 1973c:*

RACE: ☑ Caucasian ☐ Afro-American ☐ Hispanic ☐ Native American ☐ Asian American

***Owner 2***

Full Name: Pollyanna Cunningham Telephone Number: 717-360-0935

Signature: [signature]

Residence Address: 8802 Bonds Grove Church Rd.
Waxhaw, NC 28173

*The following information is required by the Voting Rights Act, 42 U.S.C. 1973c:*

RACE: ☑ Caucasian ☐ Afro-American ☐ Hispanic ☐ Native American ☐ Asian American

*** We acknowledge that any zoning vested rights acquired pursuant to NCGS § 160A-385.1 or NCGS § 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property.*

**OFFICE USE ONLY**

Date Received: 11/30/20

Staff Signature: [signature]

FILED ELECTRONICALLY
UNION COUNTY NC
CRYSTAL CRUMP

FILED Jun 22, 2016
AT 03:30:00 PM
BOOK 06704
START PAGE 0413
END PAGE 0414
INSTRUMENT # 17982
EXCISE TAX $3,500.00

# NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $3,500.00
Tax Lot No. _____ Parcel Identifier No. 06-210-007A
Verified by _____ County on the _____ day of _____, 20___
by _____

Mail after recording to GRANTEE
This instrument was prepared by Hunter & Chandler Law Group, PLLC
2016051388/ Investors Title

Brief Description for the Index | M&B Bonds Grove Rd

THIS DEED made this 22nd day of June, 2016 by and between

| GRANTOR | GRANTEE |
|---|---|
| Samuel J. Asbury<br>and wife,<br>Mary C. Asbury | Christian P. Cunningham<br>and wife,<br>Pollyanna Cunningham |
| Mailing address:<br>7602 Stonehaven Drive<br>Waxhaw, NC 28173 | Mailing address:<br>8802 Bonds Grove Church Road<br>Waxhaw, NC 28173 |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Union County, North Carolina and more particularly described as follows:

BEGINNING at a point in the center of the right of way of SR 1307 (known as Bonds Grove Church Road), said point being the southwest corner of the property of Colin Cashin (Book 4418, Page 738, Union County Registry), and running from said beginning point with the center of the right of way of SR 1307 as follows: (1) South 74 degrees 57 minutes 37 seconds West 467.10 feet to a point; (2) with the arc of a circular curve to the left in a southwesterly direction having a radius of 916.30 feet, an arc distance of 316.62 feet to a point; (3) South 55 degrees 09 minutes 45 seconds West 114.62 feet to a point in the center of said road right of way, a corner of Lot 1 of Beechwood Subdivision (Plat Cabinet B, File 128-B, Union County Registry), thence with the eastern boundary line of Lot 1 of said subdivision as follows: (1) North 40 degrees 51 minutes 34 seconds East (crossing an iron set at 133.83 feet) a total distance of 374.63 feet to a found old T-iron; (2) North 39 degrees 51 minutes 28 seconds East 168.83 feet to a rebar found at the common corner of Lot 1, Lot 3 and Lot 4 of Beechwood Subdivision; thence with the eastern boundary line of Lot 4 of said subdivision North 39 degrees 52 minutes 46 seconds East 347.01 feet to a rebar found at the common corner of Lot 4 and Lot 5 of Beechwood Subdivision; thence with the eastern boundary line of Lot 5 of said subdivision North 39 degrees 52 minutes 52 seconds East 178.87 feet to a point on said boundary line, a corner of the property of Colin Cashin; thence with the Cashin boundary line South 15 degrees 46 minutes 24 seconds East (crossing an old round bar found on line at 23.42 feet and crossing an old slick bar found on line at 488.29 feet) a total distance of 516.41 feet to the point of BEGINNING and containing 4.57 acres, more or less, as shown on copy of unrecorded map of survey prepared by Carroll L. Rushing, NCPLS, dated August 19,2009.

CHAIN OF TITLE: BEING the same property conveyed to Samuel J. Asbury and wife, Mary C. Asbury by Deed of Kenneth Kowitt and wife, Manuela Kowitt by deed recorded November 14, 2013 in Deed Book 6133 at Page 40 (a correction of Deed Book 6069 at Page 545) in the Union County Public Registry.

PROPERTY ADDRESS: 8802 Bonds Grove Church Road, Waxhaw NC 28173

Tax ID number: 06-210-007A

Submitted electronically by "Hunter & Chandler Law Group, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Union County Register of Deeds.

All or a portion of the property herein conveyed ✓ includes or _____ does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6133, Page 40, Union County Public Registry.

A map showing the above described property is recorded in, Union County Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**Easements and restrictions of record and the lien of the year 2016 ad valorem taxes, which the Grantee herein agrees to assume and pay.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

_____ (SEAL)
**Samuel J. Asbury**

Mary C. Asbury (SEAL)
**Mary C. Asbury**

**SEAL-STAMP**

CATHERINE C. HUNTER NOTARY My Comm. Exp. 03-03-2018 PUBLIC UNION COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of said County and State aforesaid, certify that, **Samuel J. Asbury and wife, Mary C. Asbury**, Grantor, personally appeared before me and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal on June 22nd, 2016

My commission expires: 3-3-18

Catherine C Hunter
Notary Public

PUBLIC HEARING NOTICE

Please take notice that the Marvin Village Council has called for public hearing to be held on Tuesday, July 13, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin, NC for the purpose of receiving public comment on the following:

- To consider the annexation of parcel #06-210-007A, requested by petition filed pursuant to NCGS §160A-31; and
- To consider the annexation of parcel #06-207-005C, non-contiguous property owned by the Village of Marvin; and
- To consider zoning text changes related to minor miscellaneous amendments, including removing the large tract/small tract system of classifying subdivisions in §93.06, §93.22, §150.015, §151.016, §151.046, §151.080, §151.081; and amending the roadway median regulations in §151.046(H)(2)

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearing. Citizens are invited to make written and oral comment. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearings. Citizens are invited to make written and oral comment. Due to the ongoing health crisis, citizens have the right to submit a public comment in written form between the time of the official public notice and 24 hours prior to the scheduled public hearing.
VIRTUAL OPTION: If you would like to attend virtually, please see the Webex information below. To make a public comment at the hearing or to submit a written comment for the record, please contact the Village Clerk by phone at (704) 627-2018 or by email at clerk@marvinnc.gov. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

To participate in the hearings virtually, use the information provided below:

For Computer Users Type the URL link: https://bit.ly/3wKwt1n
For Smart Phone Users: Download the Cisco Webex app, enter the meeting number, your name, email address, and meeting password.
By Phone: Dial 1-415-655-0001 and enter the meeting number and meeting password.

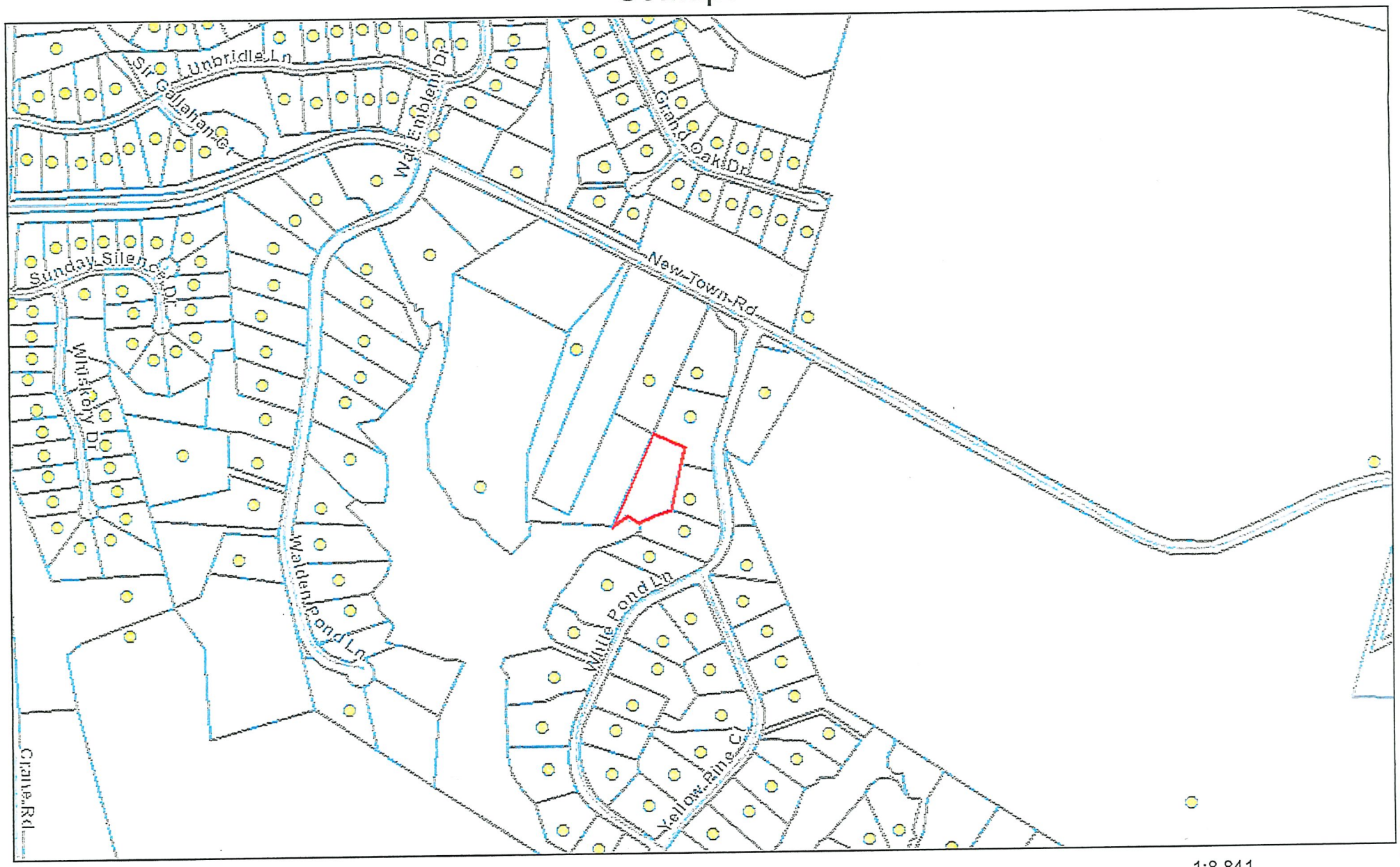
Meeting number (access code): 182 966 8379
Meeting password: Vom713 (866713 from phones)

The Village of Marvin does not discriminate based on disability. If you need auxiliary aid service or other accommodations to attend or fully participate at the public hearing(s), please contact the Village Clerk by email at clerk@marvinnc.gov or by phone at (704) 843-1680 ext. 102 at least one week in advance so accommodations can be provided.

Austin W. Yow
Clerk, Village of Marvin

**June 26, July 3, 2021**

# GoMaps




May 27, 2021

Parcels

Roads

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30(n))

1:8,841

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Item D.2.

PUBLIC HEARING NOTICE

Please take notice that the Marvin Village Council has called for public hearing to be held on Tuesday, July 13, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin, NC for the purpose of receiving public comment on the following:

• To consider the annexation of parcel #06-210-007A, requested by petition filed pursuant to NCGS §160A-31; and
• To consider the annexation of parcel #06-207-005C, non-contiguous property owned by the Village of Marvin; and
• To consider zoning text changes related to minor miscellaneous amendments, including removing the large tract/small tract system of classifying subdivisions in §93.06, §93.22, §150.015, §151.016, §151.046, §151.080, §151.081; and amending the roadway median regulations in §151.046(H)(2)

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearing. Citizens are invited to make written and oral comment. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearings. Citizens are invited to make written and oral comment. Due to the ongoing health crisis, citizens have the right to submit a public comment in written form between the time of the official public notice and 24 hours prior to the scheduled public hearing.
VIRTUAL OPTION: If you would like to attend virtually, please see the Webex information below. To make a public comment at the hearing or to submit a written comment for the record, please contact the Village Clerk by phone at (704) 627-2018 or by email at clerk@marvinnc.gov. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

To participate in the hearings virtually, use the information provided below:

For Computer Users Type the URL link: https://bit.ly/3wKwt1n
For Smart Phone Users: Download the Cisco Webex app, enter the meeting number, your name, email address, and meeting password.
By Phone: Dial 1-415-655-0001 and enter the meeting number and meeting password.

Meeting number (access code):
182 966 8379
Meeting password:
Vom713 (866713 from phones)

The Village of Marvin does not discriminate based on disability. If you need auxiliary aid service or other accommodations to attend or fully participate at the public hearing(s), please contact the Village Clerk by email at clerk@marvinnc.gov or by phone at (704) 843-1680 ext. 102 at least one week in advance so accommodations can be provided.

Austin W. Yow
Clerk, Village of Marvin

**June 26, July 3, 2021**

Item D.3.

Phone: (704) 843-1680
Fax: (704) 843-1660
www.marvinnc.org

# VILLAGE OF MARVIN
# ZONING TEXT CHANGE
# APPLICATION

10004 New Town Road
Marvin, NC 28173

Application Number: _____ Application Date: July 7, 2021

Applicant's Name: Thomas Weitnauer, AICP, Assisting the Village of Marvin Planning and Zoning Administrator Telephone Number: 704-843-1680

Applicant's Mailing Address: 10004 New Town Road , Marvin, NC 28173

Email: planner@marvinnc.gov

(Please attach a separate sheet showing names and contact information for any co-applicants.)

State the exact nature of requested text change. Please make references to sections, page number, etc. Please make specific references to language which you are requesting be deleted, added or changed. Interrelated changes may be made a part of the same application. Any change which is not interrelated to this change shall require a separate application. (An example of an interrelated change would be a change in one section causing a change in another section.) Please attach additional pages as needed.

Existing Text Wording: Refer to attached Exhibit A

Proposed Text Wording: Refer to attached Exhibit A

Reason for Text Change: Refer to last page of attached Exhibit A

An application shall not be complete unless it is accompanied by all required information and a fee in accordance with fee schedule adopted by the Village Council. All fees for regulation approval in the Village of Marvin are non-refundable. Returned check fees will apply.

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

Thomas Weitnauer
Applicant's Signature

July 7, 2021
Date

Check #_____

I do hereby certify that this application is, to the best of my knowledge, complete.

Thomas Dettmann

Zoning Administrator

July 7, 2021

Date

**For Village Use Only**

Reviewed by Planning Board on: June 15, 2021

Planning Board Action: Unanimous Vote of 6-0 to recommend approval.

Village Council called for Public Hearing on June 24, 2021

Public Hearing Notice Published in Enquirer Journal (Name of newspaper) on June 26, 2021 July 3, 2021 (dates published)

Public Hearing held on: July 13, 2021

Application reviewed by Village Council on: _____

Village Council Action: _____

Exhibit A

# VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinnc.org

**TO:** Mayor and Village Council

**FROM:** Thomas Weitnauer, AICP, Assisting the Village Planning & Zoning Administrator

**SUBJECT:** Discussion and Consideration of Text Amendment to remove the Large Tract/Small Tract System of Classifying Subdivisions.

**DATE:** July 7, 2021

**Sections**
§93.06, §93.22 Tree sections
§150.015, §151.016 Definitions
§151.046 Landscaping
§151.080 R-Marvin Zoning
§151.081 Large Tract Subdivision Standards (Proposed to be called Conservation Subdivision Standards)

**Proposed Revisions**
Remove all references to Large Tract and Small Tract Subdivisions by:

- Adding to §151.016 DEFINITIONS: "CONSERVATION SUBDIVISION. A type of Major Subdivision that reserves conservation areas and may have lots smaller than one acre in size as regulated in §151.081"

- Changing instances of "Large Tract Subdivision" to "Conservation Subdivision" (or "Major Subdivision" when the more general term is appropriate)

- Changing instances of "Small Tract Subdivision" to "Minor Subdivision"

- Remove "Large or Small Tract" in all instances of "Large or Small Tract Subdivisions"

# Current

1. Chapter 93 Titles:

"§ 93.22 LARGE AND SMALL TRACT SUBDIVISIONS."

2. §93.06 Definitions.

***SUBDIVISION, LARGE TRACT.*** A use with the clear principal purpose to provide single-family dwelling units, located on a tract that is greater than ten acres in area prior to the subdivision taking place. A large tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. Any ***LARGE TRACT SUBDIVISION*** shall be considered a major subdivision per the village subdivision regulations. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area and was subsequently subdivided into five ten-acre tracts, each of those ten-acre tracts would need to be developed to large tract subdivision standards.

***SUBDIVISION, MAJOR.*** A subdivision that is characterized by any of the following conditions:

(1) Involves more than four lots on an existing approved street;

(2) Involves the construction of a new street or prospectively requiring a new street for access to interior property;

(3) Requires extension of public sewage or water lines or creation of new drainage easements through lots to serve property at the rear;

(4) Creates new or residual parcels not conforming to the requirements of these regulations and related ordinance;

(5) Any large tract subdivision (as herein defined); or

(6) Any small tract subdivision (as herein defined) that is built to large tract subdivision specifications.

***SUBDIVISION, SMALL TRACT.*** A use with the clear principal purpose to provide single-family dwelling units, located on a tract that is ten acres or less in area prior to the subdivision taking place. A small tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area and was subsequently subdivided into five ten-acre tracts, each of those ten-acre tracts would need to be developed to large tract subdivision standards. Tracts that were ten acres or less on (October 19, 2004) can either developed as a small tract or large tract subdivision.

***VIEWSHED BUFFER.*** The portion of a large or small tract subdivision that is required to be undisturbed (except as otherwise called for in the village zoning and subdivision regulations) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

3. § 93.22 LARGE AND SMALL TRACT SUBDIVISIONS.
   (A) *Generally.* This section shall apply to new single-family subdivisions only and not to individual lots of record. Notwithstanding the language of this section, small tract subdivisions are exempted from the interior preservation area requirements shown below. Furthermore, small tract subdivisions on tracts of land less than five acres in size (prior to subdivision taking place) are exempted from the continuous exterior perimeter preservation strip requirement shown below.

4. §150.015 Definitions.

***VIEWSHED BUFFER.*** The portion of a large or small tract subdivision that is required to be undisturbed, except as may be provided in § 151.081(G) of the zoning regulations, and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

5. Chapter 151 Titles:

   § 151.081 Standards for developments located in large tract subdivisions

6. §151.016 Definitions:

***AMENITIES, COMMON.*** Those areas within a large tract subdivision that are located on conservation land and are primarily for the enjoyment and use of residents of that subdivision. Examples of ***COMMON AMENITIES*** include ballfields, benches, playgrounds, trails, paths and the like.

***SUBDIVISION, LARGE TRACT RESIDENTIAL.*** A use with the clear principal purpose to provide single-family dwelling units, on a tract that is greater than ten acres in area prior to the subdivision taking place. A large tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. Any ***LARGE TRACT SUBDIVISION*** shall be considered a major subdivision per the subdivision regulations in Chapter 150. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area at the time of adoption of this definition, and was subsequently subdivided into five ten-acre tracts, each of those ten-acre tracts would need to be developed to large tract subdivision standards.

***SUBDIVISION, SMALL TRACT RESIDENTIAL.*** A use with the clear principal purpose to provide single-family dwelling units, on a tract that is ten acres or less in area prior to the subdivision taking place. A small tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area at the time of adoption of this definition, and was subsequently subdivided into five ten-acre tracts, each of those ten-acre tracts would need to be developed to large tract subdivision standards. Tracts that were ten acres or less on (October 19, 2004) can either be developed as a small tract or large tract subdivision.

***VIEWSHED BUFFER.*** The portion of a large or small tract subdivision that is required to be undisturbed (except as may be provided in § 151.081(G)) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

7. §151.080 (B) Permitted Uses.

(12) Large tract subdivision;
(13) Small tract subdivision and

8. §151.080 (D) Yard and design regulations.

(D) *Yard and design regulations.* The following regulations shall apply only to uses and developments other than in large tract subdivisions. Dimensional and development regulations and requirements for large tract subdivisions are found in § 151.081. Irrespective of the yard regulations contained herein, a viewshed buffer shall be required on all lots that front on major or minor roads as herein defined. These requirements are located in division (D)(7) below.

(1) *Minimum lot area.*

| ***Use*** | ***Area*** |
|---|---|
| All other uses | 43,560 square feet |
| Cemeteries and essential services, class III | 5 acres |
| Churches | 3 acres |
| Communication towers | 5 acres |
| Elementary and secondary schools | 5 acres |

| | |
|---|---|
| Single-family dwellings | 43,560 square feet, except for lots that are located in subdivisions developed to large tract subdivision standards; if built to large tract subdivision standards, 30,000 square feet, except up to 20% of the lots within the subdivision may have an area of no less than 25,000 square feet |
| Note: Subdivisions may be developed using small tract or large tract subdivision guidelines. If a subdivision is developed to large tract subdivision specifications, the guidelines contained in § 151.081 shall apply to the subdivision and to lots located within the subdivision. | |

9. §151.081 STANDARDS FOR DEVELOPMENTS LOCATED IN LARGE TRACT SUBDIVISIONS

*(A) Ownership.* When conservation land in a large tract subdivision is held in multiple ownership, it shall be planned and designed as a single entity for purposes of this chapter.

(B) *Density standards.*
(1) The number of lots designed for single-family residential uses in a large tract subdivision shall be computed by using the following formula:

*(C) Minimum required conservation land.*
(4) Certain portions of any tract being developed as a large tract subdivision shall be required to be included as conservation land. They include:

(D) *Dimensional standards.*
(8) *Maximum residential density within a large tract subdivision.* See division (B) above.

(E) *Viewshed buffers.*
(1) *Location and required minimum depth.*
(a) In addition, for any large tract subdivision, viewshed buffers shall be required on both sides of minor or major roads, where the subdivision includes land on either side of the road.

(F) *Design standards.*
(1) Each building lot within the large tract subdivision must share at least one lot line with another lot in the subdivision.
(2) (a) In the absence of a berm:
1. If a residential structure is visible from a major or minor road that abuts the periphery of the large tract subdivision, the architectural front of the structure shall be visible from the major road; and

(G) *Conservation land uses.* Except as provided herein, most types of structural development are not allowed on designated conservation land and/or viewsheds or viewshed buffers within a large tract subdivision. Uses allowed within designated conservation land, viewsheds and viewshed buffers are limited to the following:

(I) *Permanent conservation land protection through conservation easements.*

(1) Subject to the provisions of divisions (I)(1)(b) and (I)(1)(c) below, conservation land contained in the large tract subdivision may be retained by the applicant or may be conveyed to another party, including a homeowners' association, but must be and remain subject to a conservation easement.

(4) Any homeowners' association that is a holder of a conservation easement as provided in division (I)(3) above, shall be subject to and comply with all applicable requirements for homeowners' associations as governed by local, state or federal law. In addition, the following criteria shall be met:

(a) The applicant for large tract subdivision approval shall provide the village a description of the organization of the proposed association, including its articles of incorporation, by-laws, and all documents governing ownership, maintenance and use restrictions for common facilities;

(b) The proposed homeowners' association shall be established by the large tract subdivision applicant and shall be operating (with financial underwriting by the applicant, if necessary) before the sale of any dwelling units in the development;

(c) Membership in the homeowners' association shall be mandatory for all purchasers of lots within the large tract subdivision and their successors in title;

(f) Any proposed changes to the conservation easement that affect the usage, location or maintenance of conservation land within the large tract subdivision must first be consented to and approved by the Village Council.

(J) *Maintenance plans and maintenance agreement.*

(3) The maintenance plan shall be submitted with an application for sketch plan approval of a large tract subdivision, and shall be in accordance with the following requirements:

10. §151.046 (E) *Overview of on-lot landscaping and buffer requirements.*

*(1) Overview.*

(e) Required sidewalks. Planted street trees may be planted in a double row, staggered and offset on either side of required sidewalks or greenways. A sidewalk, a minimum of five feet wide, or if required per the greenway plan, a meandering sidewalk, a minimum width of eight feet.

| Table 2: Overview of On-Lot Landscaping and Buffer Requirements (or New Development Landscaping) | | | | | |
|---|---|---|---|---|---|
| **Buffer/Landscape Type** | **Residential Large Tract Uses** | **CC-CD and Non-Residential Uses** | **Village Small Business District** | | |
| A - Street Trees, Greenways or Sidewalks | | | Yes | Yes | Yes |
| A - Thoroughfare Buffers *(Major & Minor Roads & Collector Streets)* | | | Yes | Yes | Yes |
| B - Private Frontage Buffers | | | No | No | Yes |
| B - Foundation Landscaping | | | No | Yes | Yes |
| Parking Area Landscaping | | | Yes | Yes | Yes |
| | C - Perimeter Parking Islands | | Yes | Yes | Yes |
| | D - Tree Islands and Peninsulas | | Yes | Yes | Yes |
| | E - Landscaped Medians | | Yes | Yes | Yes |
| Perimeter Bufferyards § 151.046(I) | | | Yes | Yes | Yes |
| Minimum Screening § 151.046(J) | | | Yes | Yes | Yes |

11. §151.046 (I) *Perimeter bufferyards.*

(8) *Perimeter bufferyard matrix.*

(b) *Higher density residential tract.* The term 'Higher Density Residential Tract' shall refer to any residential subdivision tract which is not developed in accord with the R- or Large Tract Districts requiring a density of one home per 0.86 acres of land.

# Redlines

1. Chapter 93 Titles:

   "§ 93.22 ~~LARGE~~MAJOR AND ~~SMALL~~MINOR TRACT SUBDIVISIONS."

2. §93.06 Definitions.

   ~~***SUBDIVISION, LARGE TRACT.*** A use with the clear principal purpose to provide single-family dwelling units, located on a tract that is greater than ten acres in area prior to the subdivision taking place. A large tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. Any ***LARGE TRACT SUBDIVISION*** shall be considered a major subdivision per the village subdivision regulations. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area and was subsequently subdivided into five ten acre tracts, each of those ten acre tracts would need to be developed to large tract subdivision standards.~~

   ***SUBDIVISION, MAJOR.*** A subdivision that is characterized by any of the following conditions:
   (1) Involves more than four lots on an existing approved street;
   (2) Involves the construction of a new street or prospectively requiring a new street for access to interior property;
   (3) Requires extension of public sewage or water lines or creation of new drainage easements through lots to serve property at the rear; or
   (4) Creates new or residual parcels not conforming to the requirements of these regulations and related ordinance.~~;~~
   ~~(5) Any large tract subdivision (as herein defined); or~~
   ~~(6) Any small tract subdivision (as herein defined) that is built to large tract subdivision specifications.~~

   ~~***SUBDIVISION, SMALL TRACT.*** A use with the clear principal purpose to provide single-family dwelling units, located on a tract that is ten acres or less in area prior to the subdivision taking place. A small tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single-family dwelling units. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area and was subsequently subdivided into five ten acre tracts, each of those ten acre tracts would need to be developed to large tract subdivision standards. Tracts that were ten acres or less on (October 19, 2004) can either developed as a small tract or large tract subdivision.~~

***VIEWSHED BUFFER.*** The portion of a ~~large or small tract~~ subdivision that is required to be undisturbed (except as otherwise called for in the village zoning and subdivision regulations) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

3. § 93.22 ~~LARGE AND SMALL TRACT~~ MAJOR AND MINOR SUBDIVISIONS.

(A) Generally. This section shall apply to new single-family subdivisions only and not to individual lots of record. Notwithstanding the language of this section, ~~small tract~~ minor subdivisions are exempted from the interior preservation area requirements shown below. Furthermore, ~~small tract~~ minor subdivisions on tracts of land less than five acres in size (prior to subdivision taking place) are exempted from the continuous exterior perimeter preservation strip requirement shown below.

4. §150.015 Definitions.

***VIEWSHED BUFFER.*** The portion of a ~~large or small tract~~ subdivision that is required to be undisturbed, except as may be provided in § 151.081(G) of the zoning regulations, and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

5. Chapter 151 Titles:

§ 151.081 Standards for developments located in ~~large tract~~ Conservation subdivisions

6. §151.016 Definitions

***AMENITIES, COMMON.*** Those areas within a ~~large tract~~ subdivision that are located on conservation land and are primarily for the enjoyment and use of residents of that subdivision. Examples of ***COMMON AMENITIES*** include ballfields, benches, playgrounds, trails, paths and the like.

***"CONSERVATION SUBDIVISION***. A type of Major Subdivision that reserves conservation land and may have lots smaller than one acre in size as regulated in §151.081"

~~***SUBDIVISION, LARGE TRACT RESIDENTIAL.*** A use with the clear principal purpose to provide single family dwelling units, on a tract that is greater than ten acres in area prior to the subdivision taking place. A large tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single family dwelling units. Any ***LARGE TRACT SUBDIVISION*** shall be considered a major~~

~~subdivision per the subdivision regulations in Chapter 150. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area at the time of adoption of this definition, and was subsequently subdivided into five ten acre tracts, each of those ten acre tracts would need to be developed to large tract subdivision standards.~~

~~***SUBDIVISION, SMALL TRACT RESIDENTIAL.*** A use with the clear principal purpose to provide single family dwelling units, on a tract that is ten acres or less in area prior to the subdivision taking place. A small tract subdivision is not considered a permissible use in order to construct incidental structures, accessories or other land improvements which are incidental to the provision of single family dwelling units. For purposes of this chapter, tract areas that existed at the time of adoption of this definition (October 19, 2004) shall be used in determining the area of the tract, irrespective of any subsequent changes to the lot area. Thus, if a tract were 50 acres in area at the time of adoption of this definition, and was subsequently subdivided into five ten acre tracts, each of those ten acre tracts would need to be developed to large tract subdivision standards. Tracts that were ten acres or less on (October 19, 2004) can either be developed as a small tract or large tract subdivision.~~

***VIEWSHED BUFFER.*** The portion of a ~~large or small tract~~ subdivision that is required to be undisturbed (except as may be provided in § 151.081(G)) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

7. §151.080 (B) Permitted Uses.

(12) ~~Large tract~~ Major subdivision including conservation subdivision;
(13) ~~Small tract~~ Minor subdivision and

8. §151.080 (D) Yard and design regulations.

(D) *Yard and design regulations.* The following regulations shall apply only to uses and developments other than in ~~large tract~~ conservation subdivisions. Dimensional and development regulations and requirements for ~~large tract~~ conservation subdivisions are found in § 151.081. Irrespective of the yard regulations contained herein, a viewshed buffer shall be required on all lots that front on major or minor roads as herein defined. These requirements are located in division (D)(7) below.

(1) *Minimum lot area.*

| ***Use*** | ***Area*** |
|---|---|
| All other uses | 43,560 square feet |
| Cemeteries and essential services, | 5 acres |

| | |
|---|---|
| class III | |
| Churches | 3 acres |
| Communication towers | 5 acres |
| Elementary and secondary schools | 5 acres |
| Single-family dwellings | 43,560 square feet~~, except for lots that are located in subdivisions developed to large tract subdivision standards; if built to large tract subdivision standards, 30,000 square feet, except up to 20% of the lots within the subdivision may have an area of no less than 25,000 square feet~~ |
| Note: Subdivisions may be developed using ~~small tract or large tract~~ major, minor, or conservation subdivision guidelines. If a subdivision is developed to ~~large tract~~ conservation subdivision specifications, the guidelines contained in § 151.081 shall apply to the subdivision and to lots located within the subdivision. | |

9. §151.081 STANDARDS FOR DEVELOPMENTS LOCATED IN ~~LARGE TRACT~~ CONSERVATION SUBDIVISIONS

*(A) Ownership.* When conservation land in a ~~large tract~~ conservation subdivision is held in multiple ownership, it shall be planned and designed as a single entity for purposes of this chapter.

(B) *Density standards.*
(1) The number of lots designed for single-family residential uses in a ~~large tract~~ conservation subdivision shall be computed by using the following formula:

*(C) Minimum required conservation land.*
(4) Certain portions of any tract being developed as a ~~large tract~~ conservation subdivision shall be required to be included as conservation land. They include:

(D) *Dimensional standards.*
(8) *Maximum residential density within a ~~large tract~~ conservation subdivision.* See division (B) above.

(E) *Viewshed buffers.*
(1) *Location and required minimum depth.*
(a) In addition, for any ~~large tract~~ conservation subdivision, viewshed buffers shall be required on both sides of minor or major roads, where the subdivision includes land on either side of the road.

(F) *Design standards.*

(1) Each building lot within the ~~large tract~~ conservation subdivision must share at least one lot line with another lot in the subdivision.

(2) (a) In the absence of a berm:

1. If a residential structure is visible from a major or minor road that abuts the periphery of the ~~large tract~~ conservation subdivision, the architectural front of the structure shall be visible from the major road; and

(G) *Conservation land uses.* Except as provided herein, most types of structural development are not allowed on designated conservation land and/or viewsheds or viewshed buffers within a ~~large tract~~ conservation subdivision. Uses allowed within designated conservation land, viewsheds and viewshed buffers are limited to the following:

(I) *Permanent conservation land protection through conservation easements.*

(1) Subject to the provisions of divisions (I)(1)(b) and (I)(1)(c) below, conservation land contained in the ~~large tract~~ conservation subdivision may be retained by the applicant or may be conveyed to another party, including a homeowners' association, but must be and remain subject to a conservation easement.

(4) Any homeowners' association that is a holder of a conservation easement as provided in division (I)(3) above, shall be subject to and comply with all applicable requirements for homeowners' associations as governed by local, state or federal law. In addition, the following criteria shall be met:

(a) The applicant for ~~large tract~~ conservation subdivision approval shall provide the village a description of the organization of the proposed association, including its articles of incorporation, by-laws, and all documents governing ownership, maintenance and use restrictions for common facilities;

(b) The proposed homeowners' association shall be established by the ~~large tract~~ conservation subdivision applicant and shall be operating (with financial underwriting by the applicant, if necessary) before the sale of any dwelling units in the development;

(c) Membership in the homeowners' association shall be mandatory for all purchasers of lots within the ~~large tract~~ conservation subdivision and their successors in title;

(f) Any proposed changes to the conservation easement that affect the usage, location or maintenance of conservation land within the ~~large tract~~ conservation subdivision must first be consented to and approved by the Village Council.

(J) *Maintenance plans and maintenance agreement.*

(3) The maintenance plan shall be submitted with an application for sketch plan approval of a ~~large tract~~ conservation subdivision, and shall be in accordance with the following requirements:

10. §151.046 (E) *Overview of on-lot landscaping and buffer requirements.*

*(1) Overview.*

(e) Required sidewalks. Planted street trees may be planted in a double row, staggered and offset on either side of required sidewalks or greenways. A sidewalk, a minimum of five feet wide, or if required per the greenway plan, a meandering sidewalk, a minimum width of eight feet.

| ***Table 2: Overview of On-Lot Landscaping and Buffer Requirements (or New Development Landscaping)*** | | | | |
|---|---|---|---|---|
| ***Buffer/Landscape Type*** | ***Residential ~~Large Tract~~ Conservation Subdivision Uses*** | ***CC-CD and Non-Residential Uses*** | ***Village Small Business District*** | |
| A - Street Trees, Greenways or Sidewalks | | Yes | Yes | Yes |
| A - Thoroughfare Buffers *(Major & Minor Roads & Collector Streets)* | | Yes | Yes | Yes |
| B - Private Frontage Buffers | | No | No | Yes |
| B - Foundation Landscaping | | No | Yes | Yes |
| Parking Area Landscaping | | Yes | Yes | Yes |
| | C - Perimeter Parking Islands | Yes | Yes | Yes |
| | D - Tree Islands and Peninsulas | Yes | Yes | Yes |
| | E - Landscaped Medians | Yes | Yes | Yes |
| Perimeter Bufferyards § 151.046(I) | | Yes | Yes | Yes |
| Minimum Screening § 151.046(J) | | Yes | Yes | Yes |

11. §151.046 (I) *Perimeter bufferyards.*

(8) *Perimeter bufferyard matrix.*

(b) *Higher density residential tract.* The term 'Higher Density Residential Tract' shall refer to any residential subdivision tract which is not developed in accord with the R-Marvin Major Subdivision or ~~Large Tract Districts~~ Conservation Subdivision requiring a density of at most one home per 0.86 acres of land.

# New Code

1. Chapter 93 Titles
   "§ 93.22 MAJOR AND MINOR TRACT SUBDIVISIONS."

2. §93.06 Definitions.

***SUBDIVISION, MAJOR.*** A subdivision that is characterized by any of the following conditions:
(1) Involves more than four lots on an existing approved street;
(2) Involves the construction of a new street or prospectively requiring a new street for access to interior property;
(3) Requires extension of public sewage or water lines or creation of new drainage easements through lots to serve property at the rear; or
(4) Creates new or residual parcels not conforming to the requirements of these regulations and related ordinance.

***VIEWSHED BUFFER.*** The portion of a subdivision that is required to be undisturbed (except as otherwise called for in the village zoning and subdivision regulations) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

3. § 93.22 MAJOR AND MINOR SUBDIVISIONS.
(A) Generally. This section shall apply to new single-family subdivisions only and not to individual lots of record. Notwithstanding the language of this section, minor subdivisions are exempted from the interior preservation area requirements shown below. Furthermore, minor subdivisions on tracts of land less than five acres in size (prior to subdivision taking place) are exempted from the continuous exterior perimeter preservation strip requirement shown below.

4. §150.015 Definitions.

***VIEWSHED BUFFER.*** The portion of a large or small tract subdivision that is required to be undisturbed, except as may be provided in § 151.081(G) of the zoning regulations, and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

5. Chapter 151 Titles:

§ 151.081 Standards for developments located in Conservation subdivisions

6. §151.016 Definitions.

***AMENITIES, COMMON.*** Those areas within a subdivision that are located on conservation land and are primarily for the enjoyment and use of residents of that subdivision. Examples of ***COMMON AMENITIES*** include ballfields, benches, playgrounds, trails, paths and the like.

***"CONSERVATION SUBDIVISION***. A type of Major Subdivision that reserves conservation land and may have lots smaller than one acre in size as regulated in §151.081"

***VIEWSHED BUFFER.*** The portion of a subdivision that is required to be undisturbed (except as may be provided in § 151.081(G)) and which has a depth of up to 285 feet as measured back from and parallel to an adjoining major or minor road.

7. §151.080 (B) Permitted Uses.

(12) Major subdivision including conservation subdivision;
(13) Minor subdivision and

8. §151.080 (D) Yard and design regulations.

(D) *Yard and design regulations.* The following regulations shall apply only to uses and developments other than in conservation subdivisions. Dimensional and development regulations and requirements for conservation subdivisions are found in § 151.081. Irrespective of the yard regulations contained herein, a viewshed buffer shall be required on all lots that front on major or minor roads as herein defined. These requirements are located in division (D)(7) below.

(1) *Minimum lot area.*

| ***Use*** | ***Area*** |
|---|---|
| All other uses | 43,560 square feet |
| Cemeteries and essential services, class III | 5 acres |
| Churches | 3 acres |
| Communication towers | 5 acres |
| Elementary and secondary schools | 5 acres |
| Single-family dwellings | 43,560 square feet |
| Note: Subdivisions may be developed using major, minor, or conservation subdivision guidelines. If a subdivision is developed to conservation subdivision specifications, the guidelines contained in § 151.081 shall apply to the subdivision and to lots located within the subdivision. | |

9. §151.081 STANDARDS FOR DEVELOPMENTS LOCATED IN CONSERVATION SUBDIVISIONS

*(A) Ownership.* When conservation land in a conservation subdivision is held in multiple ownership, it shall be planned and designed as a single entity for purposes of this chapter.

(B) *Density standards.*
(1) The number of lots designed for single-family residential uses in a conservation subdivision shall be computed by using the following formula:

*(C) Minimum required conservation land.*
(4) Certain portions of any tract being developed as a conservation subdivision shall be required to be included as conservation land. They include:

(D) *Dimensional standards.*
(8) *Maximum residential density within a conservation subdivision.* See division (B) above.

(E) *Viewshed buffers.*
(1) *Location and required minimum depth.*
(a) In addition, for any conservation subdivision, viewshed buffers shall be required on both sides of minor or major roads, where the subdivision includes land on either side of the road.

(F) *Design standards.*
(1) Each building lot within the conservation subdivision must share at least one lot line with another lot in the subdivision.
(2) (a) In the absence of a berm:
1. If a residential structure is visible from a major or minor road that abuts the periphery of the conservation subdivision, the architectural front of the structure shall be visible from the major road; and

(G) *Conservation land uses.* Except as provided herein, most types of structural development are not allowed on designated conservation land and/or viewsheds or viewshed buffers within a conservation subdivision. Uses allowed within designated conservation land, viewsheds and viewshed buffers are limited to the following:

(I) *Permanent conservation land protection through conservation easements.*
(1) Subject to the provisions of divisions (I)(1)(b) and (I)(1)(c) below, conservation land contained in the conservation subdivision may be retained by the applicant or may be conveyed to another party, including a homeowners' association, but must be and remain subject to a conservation easement.

(4) Any homeowners' association that is a holder of a conservation easement as provided in division (I)(3) above, shall be subject to and comply with all applicable requirements for

homeowners' associations as governed by local, state or federal law. In addition, the following criteria shall be met:

(a) The applicant for conservation subdivision approval shall provide the village a description of the organization of the proposed association, including its articles of incorporation, by-laws, and all documents governing ownership, maintenance and use restrictions for common facilities;

(b) The proposed homeowners' association shall be established by the conservation subdivision applicant and shall be operating (with financial underwriting by the applicant, if necessary) before the sale of any dwelling units in the development;

(c) Membership in the homeowners' association shall be mandatory for all purchasers of lots within the conservation subdivision and their successors in title;

(f) Any proposed changes to the conservation easement that affect the usage, location or maintenance of conservation land within the conservation subdivision must first be consented to and approved by the Village Council.

(J) *Maintenance plans and maintenance agreement.*

(3) The maintenance plan shall be submitted with an application for sketch plan approval of a onservation subdivision, and shall be in accordance with the following requirements:

10. §151.046 (E) *Overview of on-lot landscaping and buffer requirements.*

*(1) Overview.*

(e) Required sidewalks. Planted street trees may be planted in a double row, staggered and offset on either side of required sidewalks or greenways. A sidewalk, a minimum of five feet wide, or if required per the greenway plan, a meandering sidewalk, a minimum width of eight feet.

***Table 2: Overview of On-Lot Landscaping and Buffer Requirements (or New Development Landscaping)***

| ***Buffer/Landscape Type*** | ***Residential Conservation Subdivision Uses*** | ***CC-CD and Non-Residential Uses*** | ***Village Small Business District*** | |
|---|---|---|---|---|
| A - Street Trees, Greenways or Sidewalks | Yes | Yes | Yes | |
| A - Thoroughfare Buffers *(Major & Minor Roads & Collector Streets)* | Yes | Yes | Yes | |
| B - Private Frontage Buffers | No | No | Yes | |
| - Foundation Landscaping | No | Yes | Yes | |
| Parking Area Landscaping | Yes | Yes | Yes | |
| C - Perimeter Parking Islands | Yes | Yes | Yes | |
| D - Tree Islands and Peninsulas | Yes | Yes | Yes | |

| | | | |
|---|---|---|---|
| E - Landscaped Medians | Yes | Yes | Yes |
| Perimeter Bufferyards § 151.046(I) | Yes | Yes | Yes |
| Minimum Screening § 151.046(J) | Yes | Yes | Yes |

11. §151.046 (I) *Perimeter bufferyards.*
    (8) *Perimeter bufferyard matrix.*
        (b) *Higher density residential tract.* The term 'Higher Density Residential Tract' shall refer to any residential subdivision tract which is not developed in accord with the R-Marvin Major Subdivision or Conservation Subdivision requiring a density of at most one home per 0.86 acres of land.

**Reason**

In the Marvin Code of Ordinances, there are two systems of classifying subdivisions, which often conflict and confuse both developers and staff. These systems are the Large/Small Tract Subdivisions, and the Major/Minor/Rural Subdivisions. Large Tract/Small Tract is defined as greater than or less than 10 acres, whereas Major/Minor is greater than 4 lots for Major with the ability to have roads and utility extensions, and up to 4 lots for Minor with no roads or utility extensions. The Large and Small Tract largely (but not entirely) overlap with the purpose of Major and Minor (and Rural) Subdivisions, however, only the latter set are defined in terms of procedure of development, thus rendering the former vestigial. Therefore, Staff proposes to completely do away with the concept of Large and Small Tract within the ordinance. At the same time, the subdivision standards that regulate what has been colloquially called a "Conservation Subdivision" can at last be officially named as such, and defined as a sub-category of the major subdivision.

## PUBLIC HEARING NOTICE

Please take notice that the Marvin Village Council has called for public hearing to be held on Tuesday, July 13, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin, NC for the purpose of receiving public comment on the following:

- To consider the annexation of parcel #06-210-007A, requested by petition filed pursuant to NCGS §160A-31; and
- To consider the annexation of parcel #06-207-005C, non-contiguous property owned by the Village of Marvin; and
- To consider zoning text changes related to minor miscellaneous amendments, including removing the large tract/small tract system of classifying subdivisions in §93.06, §93.22, §150.015, §151.016, §151.046, §151.080, §151.081; and amending the roadway median regulations in §151.046(H)(2)

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearing. Citizens are invited to make written and oral comment. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

The Village of Marvin reserves the right to make amendments to the proposed documents based on information received at the public hearings. Citizens are invited to make written and oral comment. Due to the ongoing health crisis, citizens have the right to submit a public comment in written form between the time of the official public notice and 24 hours prior to the scheduled public hearing.
VIRTUAL OPTION: If you would like to attend virtually, please see the Webex information below. To make a public comment at the hearing or to submit a written comment for the record, please contact the Village Clerk by phone at (704) 627-2018 or by email at clerk@marvinnc.gov. All documents are available for inspection in the Village Clerk's Office by calling the Village Hall at (704) 843-1680.

To participate in the hearings virtually, use the information provided below:

For Computer Users Type the URL link: https://bit.ly/3wKwt1n
For Smart Phone Users: Download the Cisco Webex app, enter the meeting number, your name, email address, and meeting password.
By Phone: Dial 1-415-655-0001 and enter the meeting number and meeting password.

Meeting number (access code):
182 966 8379
Meeting password:
Vom713 (866713 from phones)

The Village of Marvin does not discriminate based on disability. If you need auxiliary aid service or other accommodations to attend or fully participate at the public hearing(s), please contact the Village Clerk by email at clerk@marvinnc.gov or by phone at (704) 843-1680 ext. 102 at least one week in advance so accommodations can be provided.

Austin W. Yow
Clerk, Village of Marvin

June 26, July 3, 2021

Item G.2

VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinnc.org

**State of North Carolina**

**Ret: County of Union**

**STANDARD WATER AND SEWER SERVICES EXTENSION AGREEMENT**

This Agreement is made and entered into this the _____ day of_____, 20___, by the Union County Water and Sewer District ("UCWSD") [acting for itself and as agent for Union County, North Carolina ("Union County")], **Village of Marvin** , ("Developer") and **Village of Marvin** ,("Owner").

WHEREAS, Owner is the record title owner of the real property described in Exhibit A, attached hereto, and incorporated herein by reference (the "Development Phase"), and

WHEREAS, Developer desires to develop the Development Phase by erecting thereon improvements for commercial, industrial, institutional and/or residential purposes which will require water and/or sewer service in accordance with engineered drawings, signed and sealed by the Developer's Engineer of Record, and

WHEREAS, such drawings as are necessary for the Development Phase Project, including drawings for off-site improvements identified in the Conditional Sketch Plan Comment Letter or as otherwise required by UCWSD, (the "Development Phase Plans") have been provided to UCWSD in addition to the Water and Sewer Plans for the Development, and such Development Phase Plans, incorporated herein by reference, have been approved by UCWSD on the **13th** day of **July** , 2021 and are on file at the offices of UCWSD, and

WHEREAS, Developer desires for UCWSD to provide water and/or sewer service to the Development Phase, when the Development Phase Project is completed; and

WHEREAS, UCWSD, acting pursuant to interlocal agreement as agent for Union County and its department Union County Public Works ("UCPW"), has submitted the Water and Sewer Plans to the North Carolina Department of Environmental Quality ("NCDEQ"), which has issued construction permits, identified by Permit # (s) **WQ0039589 dated 11-1-2017,** to UCPW for the construction of water and/or sewer infrastructure, and

WHEREAS, Developer has agreed to construct the infrastructure relative to the Development Phase Project in accordance with the Development Phase Plans, construction permits, all Applicable Law, and in accordance with the Union County Water and Sewer Extension Ordinance as amended and in effect as of the date of this Agreement (the "Ordinance"), and

WHEREAS, Developer has agreed to convey title to the water and/or sewer infrastructure relative to the Development Phase Project to Union County upon completion of construction and acceptance thereof by UCWSD; and

**(CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [ N/A ])**, WHEREAS a portion of the Development Phase Project is for the construction of improvements located outside of the Development Phase, and Developer has not been able to obtain all easements and other property interests necessary for the construction of such improvements, which necessitates the signing of a Reimbursement Agreement to this agreement by Developer and UCWSD, as agent for Union County; and

WHEREAS, Owner has agreed to convey title to Union County of all easements and other interests in the Development Phase that are necessary for the conveyance of water or sewer and the maintenance and repair of the related infrastructure to be located thereon; and

WHEREAS, UCWSD has agreed to allow Developer to construct the infrastructure relative to the Development Phase Project in accordance with the construction permits issued to UCPW by NCDEQ, to cause Union County to accept title to said infrastructure and interests in property, to thereafter maintain said infrastructure, to provide water and/or sewer services in accordance with the terms of this Agreement and the Ordinance, and to thereafter operate such facilities so that the occupants of each residence or commercial improvement constructed in the Development Phase will receive water supply and/or sewer collection service from UCWSD, all pursuant to the terms of this Agreement and the Ordinance; and

WHEREAS, Developer desires that UCWSD, for itself and Union County, reserve water and/or sewer treatment capacity, as specified and conditioned herein, so that when the Development Phase Project has been completed in accordance

with this Agreement, treatment capacity will be available to serve the improvements that have been constructed in the Development Phase; and

WHEREAS, Developer and Owner acknowledge that this Agreement does not entitle Developer or Owner to develop the Development Phase with densities which are inconsistent with those allowed under the density provisions of Applicable Law, which law includes the zoning ordinance of the local government having jurisdiction.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Developer, Owner and UCWSD hereby covenant and agree as follows:

1. **Interpretation of Agreement:**

This Agreement is governed by all Applicable Law, including the terms of the Union County Water and Sewer Extension Ordinance as amended, and in effect as of the date of this Agreement, which Ordinance is incorporated herein by reference (as codified in the Union County Code). Developer, Owner, and UCWSD are bound by and shall comply in all respects with the policies, procedures, requirements and terms of the Ordinance in performing their obligations under this Agreement. All policies, procedures, requirements and terms of the Ordinance shall be a part of this Agreement, even though not expressly set forth herein. Developer and Owner understand and agree that execution of this Agreement in no way vests any Development for zoning purposes, whether the Development is located within Union County's zoning jurisdiction or within the zoning jurisdiction of one of the municipalities within which UCWSD or Union County provides water and/or sewer service.

2. **Definitions:**

All capitalized terms contained in this Agreement shall have the same meaning as those defined terms contained in the Ordinance.

3. **Legal Description of Easements and Other Property Interests:**

Developer shall ensure that the plat required by the Appropriate Planning Agency contains a legal description of all easements and other property interests in the Development Phase to be conveyed to Union County, within which water and/or sewer infrastructure is to be built. Neither Developer nor Owner shall record the plat in the Register of Deeds' office until it has been approved by UCWSD.

4. **Development, Ownership and Control of the on-site and off-site water distribution and sewage collections systems**:

Developer shall construct the infrastructure relative to the Development Phase Project (whether located within or without the boundaries of the Development Phase) as delineated in the Development Phase Plans, and in accordance with the Ordinance and other Applicable Law. Upon completion of the construction and acceptance by UCWSD, Developer shall sign such documentation as UCWSD may require in order to transfer title of the infrastructure to Union County.

5. **CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [ N/A]**

**Acquisition of off-site easements and other property interests:**

Developer and UCWSD, as agent for Union County, have signed a document of even date herewith, entitled "Reimbursement Agreement", incorporated herein by reference and on file in the offices of UCWSD, which the parties agree is a part of this Agreement. UCWSD will not issue the Letter of Final Acceptance as set forth in the Ordinance until Developer has complied in all respects with the Reimbursement Agreement, including the payment to Union County of all of the costs and expenses due under the Reimbursement Agreement.

6. **Owner's obligations:**

Upon notification that UCWSD is prepared to accept the completed infrastructure, Owner shall execute all easements and convey to Union County all interests in the easements and other property interests shown on the approved Development Phase Plans that are necessary for the conveyance of water or sewer and the maintenance and repair of the related infrastructure located thereon. In the event that Developer is the record titleholder of the Development Phase, the Developer shall have all responsibilities of Owner under this Agreement and the Ordinance in addition to the responsibilities of Developer.

7. **Reservation of Allocated Capacity:**

Developer and UCWSD agree that the Development Phase will require Allocated Capacity (i) in the amounts indicated below for non-residential development, and (ii) in such amounts as will serve the number of Equivalent Residential Units ("ERUs") shown below for residential development. For purposes of this Agreement, ERU will be defined as the amount of water used or wastewater generated, measured in gallons per day, by a typical single family residence in Union County.

With respect to Water:

**N/A** ERUs for the residential portion of the Development Phase
**880** Gallons/Day for the non-residential portion of the Development Phase

With respect to Sewer:

**N/A** ERUs for the residential portion of the Development Phase
**590** Gallons/Day for the non-residential portion of the Development Phase.

Pursuant to N.C. Gen. Stat. §§ 160A-461, -274, 153A-445 and -176 and the Amended Interlocal Operating Agreement for Union County Water and Sewer Services, dated June 11, 2018, UCWSD, on behalf of itself and Union County, hereby allocates and reserves the Allocated Capacity for a period of five (5) years from the date of this Agreement for the benefit of the Development Phase in accordance with the terms of the Ordinance and this Agreement. If the infrastructure relative to the Development Phase Project that Developer has agreed to construct under this Agreement, as delineated on the Development Phase Plans, has not been completed and accepted by UCWSD within five (5) years from the date of this Agreement, the Allocated Capacity shall revert to Union County in accordance with the terms of the Ordinance.

**8. Payments under Agreement:**

**A. Payment of System Development Fees:**

Developer agrees to pay the System Development Fees for treatment and transmission of water in the sum of $**15,900**[1] and sewer in the sum of $**14,000**[2] and UCWSD acknowledges receipt of the System Development Fees. UCWSD has agreed to reserve the Allocated Capacity for the benefit of the Development Phase for a period of five (5) years from the date of this Agreement, and will not receive revenue for the use of such Allocated Capacity until the Development Phase has been completed and occupants of the Development Phase begin to use UCWSD water and/or sewer services. In the event that the Allocated Capacity returns to UCWSD because the infrastructure relative to the Development Phase Project has not been completed and accepted within five (5) years from the date of this Agreement, then the System Development Fees paid by Developer shall be retained by UCWSD as liquidated damages for reserving capacity for five (5) years without receiving revenue.

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[1] Includes 1 - (1 ½"domestic meter) & 1-(1" irrigation meter)

[2] Includes 1 – (1 ½"domestic meter)

**B. Payment of Pro Rata Share of Off-site Sewer Improvements:**

**(CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [ N/A ]** UCWSD has agreed to allow Developer to construct interim alternative off-site sewer improvements under the March 18, 2013 amendment to Section 2.3(d) of the Ordinance, codified as Union County Code Section 34-337(d). Under the Ordinance requirements, Developer has paid a non-refundable payment-in-aid of construction of the off-site sewer improvements that would have been constructed to serve the development if the infrastructure had been constructed in accordance with the Union County Water and Sewer Master Plan in the sum of $____, and UCWSD acknowledges receipt of said payment, and agrees on behalf of Union County to use the funds received in accordance with the Ordinance.

**9. Change of Development:**

Developer agrees that the plan of the Development Phase will not be changed in such a fashion that results in a change of the Development Phase Plans or the Allocated Capacity unless UCWSD, for itself and Union County, consents to the change in writing in accordance with the terms of the Ordinance. No change in the plan of the Development Phase that increases or decreases the Allocated Capacity of either water or sewer by more than 5% shall be effective unless a written amendment to this Agreement has been signed by UCWSD, Owner and Developer and recorded in the Register of Deeds' office.

**10. Sale of Development Phase:**

Developer and Owner shall provide written notice to UCWSD within five (5) business days of transfer of title of the Development Phase or any portion thereof, except for the transfer of title of a portion of the Development Phase (such as a Lot) to the end user pursuant to the Developer's plan of development.

**11. Transfer of Allocated Capacity:**

The Allocated Capacity is an appurtenance to the Development Phase, and, as such, will pass with the title to the Development Phase. The Allocated Capacity cannot be assigned, sold, transferred, leased, encumbered, or disposed of in any manner by Owner or Developer other than by sale or encumbrance of the Development Phase. The Allocated Capacity cannot be used in connection with the development of any real property other than the Development Phase. In the event of transfer of the Development Phase or any portion thereof, the person who acquires title shall have the Allocated Capacity attributable to such property subject to the terms of the Ordinance and this Agreement.

**12. Oversizing of Water or Sewer Infrastructure:**

In the event that UCWSD requires Developer, as a condition of approval of the Water and Sewer Plans, to install improvements (whether located within or without the boundaries of the Development Phase) with a greater capacity than required to serve the Development Phase in order for UCWSD to serve future developments or to meet future service needs of UCWSD, UCWSD shall reimburse Developer in accordance with the terms of Exhibit B, attached hereto, and incorporated herein by reference.

**13. Notices:**

Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to any other party in connection with this Agreement shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, to the addresses set forth below (or at such other addresses as specified by written notice delivered in accordance herewith):

| | |
|---|---|
| To UCWSD: (for itself and as agent for Union County) | Executive Director, Union County Public Works<br>500 N. Main St., Suite 500<br>Monroe, NC 28112 |
| To Developer: | **Village of Marvin**<br>**10004 New Town Road**<br>**Marvin, NC 28173** |
| To Owner: | **Village of Marvin**<br>**10004 New Town Road**<br>**Marvin, NC 28173** |

**14. Authorization:**

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has

been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

**15. Entire Agreement:**

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement (and the Development Phase Plans, the Reimbursement Agreement signed in accordance with Paragraph 5, above, if applicable, and any other documents that are specifically referred to herein as being incorporated by reference) contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or other written conditions, terms, warranties, understandings or agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.

**16. Severability:**

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions. The foregoing notwithstanding, should any System Development Fees or payment-in-aid of construction payable or paid pursuant to Section 8 be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction in a manner requiring repayment, disgorgement or damages for same, all consideration given in exchange therefor, including any reservation of Allocated Capacity, shall be null and void to like extent.

**17. Selection of Law:**

This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

**18. E-Verify:**

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent

program, used to verify the work authorization of newly hired employees pursuant to federal law. Developer agrees to ensure that Developer and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Developer will be considered a breach of this Agreement, which entitles Union County and/or UCWSD to terminate this Agreement, without penalty, upon notice to Developer.

**19. Iran Divestment Act:**

Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, Union County must require most entities with which it contracts, which would include Developer under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Developer certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

**In witness whereof, the parties have set their hands and seals this the day and year first above written**

**[Signature Page]**

(UCWSD)

Union County Water and Sewer District, a North Carolina municipal corporation

By: _____
**William Watson**
Title: **Executive Director**

ATTEST :

By: _____
**Lynn West**
Title: **Secretary**

---

SEAL-STAMP State of North Carolina – County of Union

On this the _____ day of _____, 20_____, Lynn West personally appeared before me, a Notary Public in this jurisdiction, and having been duly sworn did state that she knows the common seal of Union County, and is acquainted with William Watson , who is Executive Director of the Union County Water and Sewer District; and did further state that she is the duly appointed or designated Secretary of the Union County Water and Sewer District, and saw the Executive Director sign the foregoing instrument, and that Lynn West, as Secretary, affixed the common seal of the Union County Water and Sewer District to the instrument, and that Lynn West as Secretary, signed her name in attestation of the execution of the instrument in the presence of the Executive Director, and that they both acknowledged the due execution of the same. Witness my hand and official seal or stamp.

My commission expires:_____

Notary Public:_____
_____

**[Signature Page]**

Developer

Individual Developer:

Sign: _____ (SEAL)
Print Name: _____

Sign: _____ (SEAL)
Print Name: _____

LLC/Corporate Developer:

Sign Name: _____
Entity Name: _____

Print Name: _____
Title: _____

LLC/Corporate seal

Partnership:

_____
Partnership Name

_____ (SEAL)
Name: _____, General Partner

NOTARY ACKNOWLEDGMENT
(Developer)

Individual Acknowledgment

State of _____

County of _____

I, _____, Notary Public of the County and State aforesaid, certify that _____ _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20_____.

_____(SEAL)

My Comm. Expires: Notary: _____

_____

---

Corporate/LLC Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that

_____ personally came before me this day and acknowledged that __he is/are the _____ of _____ _____ a _____ (type of Entity), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____day of _____, 20_____

_____(SEAL)

My Comm. Expires: Notary: _____

_____

Partnership Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that __he is/are the General Partner of _____, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____day of _____, 20_____

_____(SEAL)

My Comm. Expires: Notary: _____

_____

**[Signature Page]**

**Owner**

Individual Owner:

Sign: _____ (SEAL)
Print Name: _____

Sign: _____ (SEAL)
Sign Name: _____

LLC/Corporate Owner:

Sign Name: _____
Entity Name: _____

Print Name: _____
Title: _____

LLC/Corporate Seal

Partnership:

_____
Partnership Name

_____ (SEAL)
Name: _____, General Partner

NOTARY ACKNOWLEDGMENT
(Owner)

Individual Acknowledgment

State of _____

County of _____

I, _____, Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20_____.

_____(SEAL)

My Comm. Expires: Notary: _____

_____

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Corporate/LLC Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that they are the _____ of _____ a _____ (type of Entity), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____day of _____, 20_____

_____(SEAL)

My Comm. Expires: Notary: _____

_____

Partnership Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that they are the General Partner of _____, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____day of _____, 20_____

_____(SEAL)

My Comm. Expires: Notary: _____

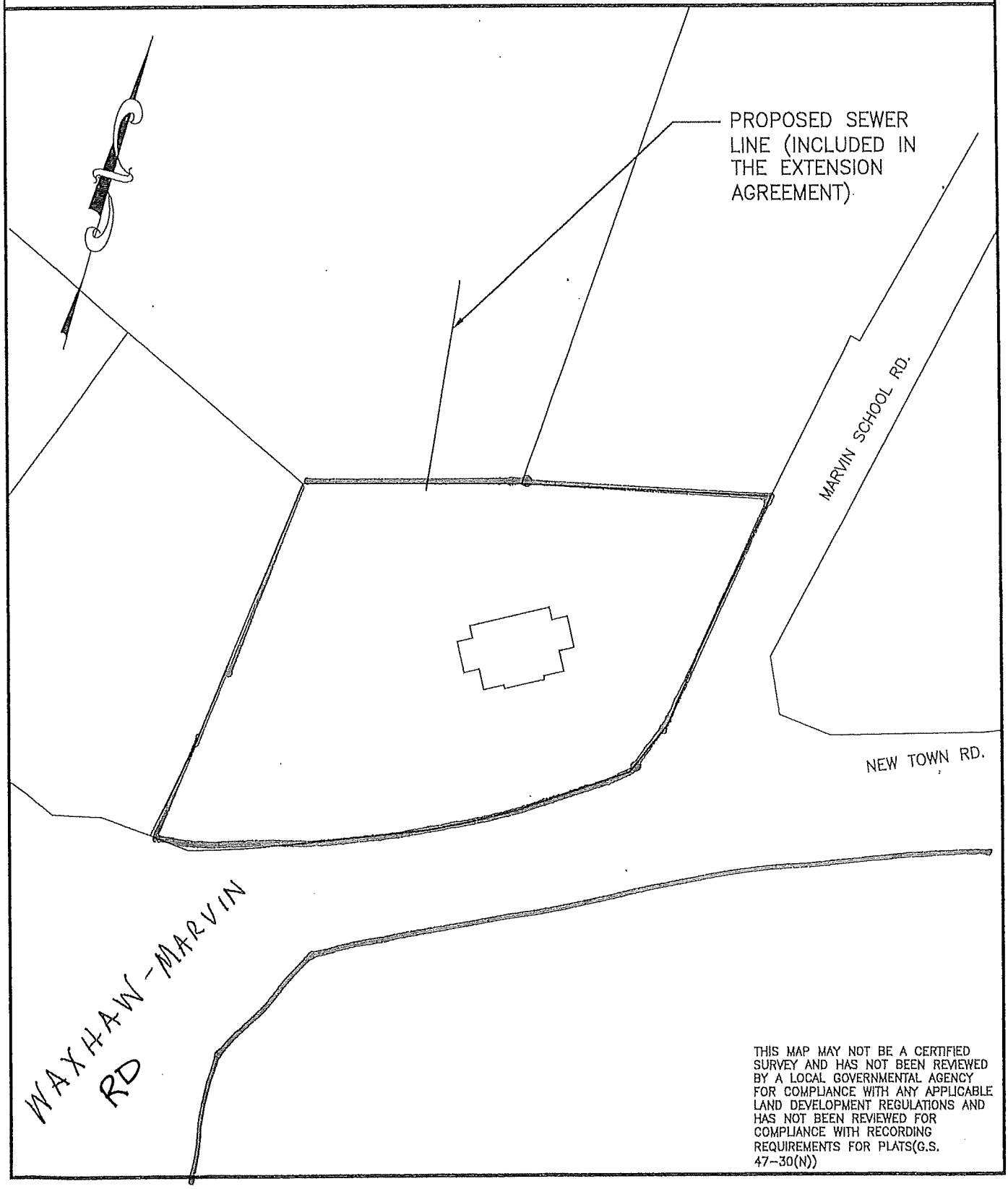
_____

# EXHIBIT "A"



## VILLAGE OF MARVIN NEW TOWN HALL

LOCATED IN
MARVIN, UNION COUNTY, NORTH CAROLINA
PARCEL: 06225390A
TOTAL PARCEL AREA = 3.48 ACRES




THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS(G.S. 47-30(N))

# EXHIBIT "B"

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