



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

January 28, 2021 – 9am
Village Hall, 10004 New Town Road
Work Session (Virtual Meeting)

A. AGENDA ITEMS

5 MINUTES

1. Call to Order

Mayor Pollino called the meeting to order at 9:03am and determined that a quorum was present.

Present: Councilman Lein

Present Virtually: Mayor Pollino, Mayor Pro Tem Vandenberg (*joined 9:06am*), Councilman Marcolese, Councilman Wortman

Absent: None

Staff Present: Rohit Ammanamanchi

Staff Present Virtually: Christina Amos, Austin W. Yow, Jamie Privuznak, Derek Durst

2. Consider Allowing Councilmembers to Participate Remotely

MOTION: Councilman Marcolese moved to allow councilmembers to participate remotely.

VOTE: The motion passed unanimously.

Mayor Pro Tem Vandenberg had not joined the meeting by the time of this vote.

3. Adoption of the Agenda

Mayor Pollino requested to make the following changes:

- Table Presentation #1 Recognition of Service to Nancy Schneeberger to February 9 Regular Meeting
- Amend Item of Discussion #1 to read “Consider Call for a Public Hearing to be held on Tuesday, February 9, 2021 at 6:30pm for Conditional Use Permit #20-12571: 1117 Firethorne Club Drive, Pool in a Rear Yard that abuts a Side Yard
- Amend Item of Discussion #3 to read “Discussion and Consideration of Options for Fix Playground Drainage Issues and Award Contract Accordingly”
- Table Closed Session, Review of Closed Session Minutes to February 25 Work Session
- Move Presentation #2 “NCDOT Agreement Revisions for Marvin Road/New Town Road Roundabout” to #5.

Mayor Pro Tem Vandenberg joined the meeting at 9:06am.

MOTION: Councilman Wortman moved to adopt the agenda as amended.

VOTE: The motion passed unanimously.

B. PRESENTATIONS

90 MINUTES

1. Recognition of Service to Nancy Schneeberger – **TABLED TO FEBRUARY 9 REGULAR MEETING**

(Due to Technical Difficulties, the Recording did not Start until 9:20am during this Presentation)

2. FY 2019-2020 Audit Presentation

Lee Grissom gave a presentation on the FY 2019-2020 Audit. He noted that the Village is in good financial shape. (*See attached presentation, which is hereby incorporated as a reference into these minutes*).

TIME STAMP 4:20

3. 2021 Union County Reappraisal Presentation

Vann Harrell, Union County Tax Administrator, gave a presentation on the 2021 Reappraisal. He discussed the history and process of reappraisals in Union County. (*See attached presentation, which is hereby incorporated as a reference into these minutes*).

TIME STAMP 46:10

4. CRTPO 2050 Metropolitan Transportation Plan (MTP) Candidate Project Submission

Rohit Ammanamanchi, Planning & Zoning Administrator asked Council to examine eligible projects for inclusion into the CRTPO 2050 Metropolitan Transportation Plan. These projects mainly include road widening. Councilmembers agreed to meet with Mr. Ammanamanchi prior to the next Council meeting to learn about potential projects. Council would vote on a recommendation at the February 9 regular meeting.

TIME STAMP 59:00

5. NCDOT Agreement Revisions for Marvin Road/New Town Road Roundabout

Sean Epperson gave a presentation on the proposed roundabout at the intersection of Marvin and New Town Road, which is projected for May 2022. *(See attached presentation, which is hereby incorporated as a reference into these minutes).*

MOTION: Mayor Pro Tem Vandenberg moved to take a five-minute recess.

VOTE: The motion passed unanimously.

MOTION: Mayor Pro Tem Vandenberg moved to move back into open session.

VOTE: The motion passed unanimously.

C. VILLAGE HALL

15 MINUTES

TIME STAMP 1:50:20

1. Discussion and Consideration of Village Hall Changes

Christina Amos, Village Manager, and Council discussed recent changes to the floor and elevation plans. *(See attached documents, which are hereby incorporated as references into these minutes).* Council agreed to allow Planning Board Chairman Jones to speak on the Planning Board's recent discussion of the plans.

MOTION: Mayor Pro Tem Vandenberg moved to approve the new elevation, the removal of the front porch from the New Town Road, the exterior aesthetics, and the interior being flipped from the New Town Road to the parking lot side.

VOTE: The motion passed unanimously.

D. ITEMS OF DISCUSSION

120 MINUTES

TIME STAMP 2:40:55

1. Consider Call for a Public Hearing to be Held on Tuesday, February 9, 2021 at 6:30pm for Conditional Use Permit #20-12571: 1117 Firethorne Club Drive, Pool in a Rear Yard that Abuts a Side Yard

MOTION: Mayor Pro Tem Vandenberg moved to Call for a Public Hearing for Conditional Use Permit #20-12571: 1117 Firethorne Club Drive to be held on February 9, 2021 at 6:30pm at Village Hall.

VOTE: The motion passed unanimously.

TIME STAMP 2:42:10

2. Consider Acceptance of Treasury Report for November 2020

MOTION: Mayor Pro Tem Vandenberg moved to accept the treasury report for November 2020 as presented.

VOTE: The motion passed unanimously.

TIME STAMP 2:42:30

3. Discussion and Consideration of Options for Fix Playground Drainage Issues and Award Contract Accordingly

Derek Durst, Public Facilities Manager, explained the drainage issues affecting the playground at Marvin Efirm Park. Council discussed this item in depth.

MOTION: Mayor Pro Tem Vandenberg moved to award contract to Brightview Landscaping in the Amount of \$9,609.43 with a Contingency of \$390 for the Installation of French Drains and Drainage Pipes at the Playground and Barn at Marvin-Efirm Park and Authorize the Manager to Execute the Contract.

VOTE: The motion passed unanimously.

TIME STAMP 2:51:45

4. Discussion and Consideration of Approval of Sponsorship Structure for the Raising of Money for a Disc Golf Course at Marvin Efirm Park, and Establishing General Fund Line Item for Donations Given to Village Earmarked for the Park

Mr. Durst explained the proposed tiers of a sponsorship structure to fund the construction of a disc golf course. Council agreed that the term of the sponsorship should be three years in length. Council directed Mr. Durst to draft a sponsorship policy.

MOTION: Mayor Pro Tem Vandenberg moved to approve the proposed sponsorship structure for the raising of money for a disc golf course at Marvin Efirm Park with a three-year time frame and the current owner of the signage gets first right of refusal as presented.

VOTE: The motion passed unanimously.

TIME STAMP 3:05:50

5. Discussion of Berm Damage and Meeting with Union Power

Mr. Durst informed Council that he met with a representative of Union Power and that they were unable to determine if any actual damage to the berm occurred. The representative proposed removing several large trees to allow for additional berms to be constructed to prevent future flooding on the Marvin Loop Greenway.

MOTION: Mayor Pro Tem Vandenberg moved to take a 5-minute recess.

VOTE: The motion passed unanimously.

MOTION: Mayor Pro Tem Vandenberg moved to reconvene.

VOTE: The motion passed unanimously.

TIME STAMP 3:13:40

6. Discussion and Consideration of Options for Addressing Street Name Blade Replacements

Ms. Amos explained that the street signs ordered for a few neighborhoods are not compatible with the current poles. She stated that the estimated cost for these neighborhoods is about \$10,000, while the cost of standardizing all neighborhoods would be an additional \$30,000. *(See attached documents, which are hereby incorporated as references into these minutes).* Council discussed various options in depth. Council asked staff to write an RFP for standardizing all street sign post brackets on Village roads.

TIME STAMP 3:44:35

7. Discussion of General Obligation Bonds as a Tool for Funding the New Town/Marvin Road Roundabout and/or Other Relevant Projects

Ms. Amos explained that Council is discussing a general obligation bond as a method to pay for road infrastructure improvements. Ms. Amos and Village Finance Officer Jamie Privuznak explained what a general obligation was and how it would work if implemented. Ms. Amos and Mrs. Privuznak will conduct a bond numbers analysis.

MOTION: Mayor Pro Tem Vandenberg moved

VOTE: The motion passed unanimously.

TIME STAMP 4:00:30

8. Discussion and Consideration of Revised Personnel Policy

Ms. Amos explained that the proposed revisions to the personnel policy largely relate to the recent form of government change to Council-Manager, as well as to modernize practices, as the policy has largely remained unchanged for a decade. She added that other additions were legally necessary and required. Council provided feedback and asked Ms. Amos to make further revisions. Council also agreed that the ability to hire and fire employees should be immediately delegated to the Manager.

MOTION: Mayor Pro Tem Vandenberg moved to allow Christina, as the Village Manager, to start any hirings and firings as of 1/28/21 at 2:26pm.

VOTE: The motion passed unanimously.

TIME STAMP 4:46:25

9. Discussion of Tom Short Sidewalk Issues

Ms. Amos explained that the Amber Meadows HOA asked the Village to repair the sidewalk on Tom Short Road. She explained that NCDOT should be responsible, but they have stated that the Village is responsible. Council agreed by unanimous consent to allow Gary Vail, representative of the Amber Meadows HOA, to speak. He explained the circumstances surrounding the sidewalk in question. Council agreed to concur with the opinion of the Village Attorney that NCDOT is responsible per NCGS §160A-297(a). Ms. Amos stated this opinion would be relayed to NCDOT's legal counsel.

TIME STAMP 5:16:40

10. Discussion of Street Light Ordinance

Mr. Ammanamanchi asked Council for feedback on the adequacy of the current street light ordinance and on his proposal to add a prioritization plan that would guide the future installation of streetlights at roundabouts and various thoroughfares. Council discussed this item in depth and directed Mr. Ammanamanchi to research buying streetlight poles, rather than leasing as was stated in the ordinance.

TIME STAMP 5:28:55

11. Discussion of Roadway Median Planting Interpretation

Mr. Ammanamanchi asked Council if they would be in favor of removing subjective language from the median planting ordinance that states the ordinance is a "guide," not necessarily requirements.

TIME STAMP 5:32:35

12. Update on the Launch of MarvinNC.Gov

Austin W. Yow, Village Clerk & Assistant to the Manager, explained that MarvinNC.Gov has relaunched. He explained some of the website's new and innovative features and added that the new site will be a helpful tool in telling the story of Marvin.

TIME STAMP 5:42:30

13. Discussion of Forming a Youth Council

Mr. Yow explained that forming a Youth Council is an involved and time-consuming process that the Village simply does not have the staff to undertake. He explained the Village could create a scaled-back version of a Youth Council that could eventually grow to look more like the state's recommended model. He added that it is staff's opinion that Council should not launch the Youth Council until there is a wide distribution of COVID-19 vaccines and the new Village Hall has been built. Council asked Mr. Yow to place this item back on the agenda for the May 27 work session meeting.

TIME STAMP 5:45:55

14. Discussion and Consider Adoption of RS-2021-01-01 Opposing the Howey Farm Senior Housing Subdivision Rezoning Request

Mr. Yow explained that the draft resolution is to oppose a rezoning request near Wesley Chapel and that other member municipalities in the Western Union Municipal Alliance (WUMA) are adopting this resolution.



RS-2021-01-01

A RESOLUTION OPPOSING THE HOWEY FARM SENIOR HOUSING SUBDIVISION REZONING REQUEST

WHEREAS the Marvin Village Council's purpose is to represent the desires of its citizens and to serve as a voice for the greater good of the community; and

WHEREAS the Village of Marvin is a member of the Western Union Municipal Alliance, which seeks to study, investigate, advocate for, and promote regional issues affecting the towns in the Western Union County area, including, land use planning, transportation concerns, economic development, and other issues that affect the quality of life of their citizens; and

WHEREAS the Village of Marvin recognizes that the proposed R-4 CZ high density Epcon Senior Housing subdivision has been proposed to Union County in an area surrounded by the Village of Wesley Chapel; and

WHEREAS the Village of Marvin recognizes that a large majority of citizens in Marvin, Wesley Chapel and in the neighboring area are not in favor of high-density development and wish to preserve the current standard of living and not become urbanized; and

WHEREAS the Village of Marvin recognizes that high density development puts a burden on the infrastructure and encourages growth outpacing needed improvements; and

WHEREAS traffic in the area is over capacity on Waxhaw-Indian Trail Road and Billy Howey Road and cannot sustain additional impact from high density development which will negatively impact existing property owners; and

WHEREAS stormwater issues have been a problem in the area and will be accentuated by this high-density development; and

NOW, THEREFORE be it resolved that the Marvin Village Council hereby requests the Union County Board of County Commissioners listen to the desires of citizens and remain consistent with existing low-density County and Village zoning of surrounding parcels.

Adopted this the 28th day of January 2021.

MOTION: Mayor Pro Tem Vandenberg moved to adopt RS-2021-01-01 Opposing the Howey Farm Senior Housing Subdivision Rezoning Request.

VOTE: The motion passed unanimously.

TIME STAMP 5:47:10

15. Discuss and Consider Adoption of Revised Council Rules of Procedure

Mr. Yow explained that these revised Council Rules of Procedure include grammar corrections, changing mentions of “Administrator” to “Manager,” and updating the Order of Business to be more consistent with current practices.

MOTION: Mayor Pro Tem Vandenberg moved to approve all revised Council Rules of Procedure as presented.

VOTE: The motion passed unanimously.

TIME STAMP 5:48:35

16. Discuss and Consider Adoption of Revised PR&G Rules of Procedure

Mr. Yow explained that the Parks, Recreation, and Greenways Board is the only advisory board that currently cannot amend its own rules of procedure. He explained that the proposed revisions include changing mentions of “Administrator” to “Manager,” adding the age requirement of 18 years to serve and giving the Board the ability to amend their rules of procedure in the future.

MOTION: Mayor Pro Tem Vandenberg moved to adopt the PR&G Rules of Procedure as presented.

VOTE: The motion passed unanimously.

TIME STAMP 5:50:55

17. Discussion of 2021 Joint Meetings with Advisory Boards

Mr. Yow explained that the Planning Board wishes to hold a joint meeting with Council in March with a date to be determined by a Doodle Poll. He added that the Parks, Recreation, and Greenways Board would be offered the same method of setting a date for a joint meeting at their next meeting.

TIME STAMP 5:51:35

18. Discussion of Civil Penalties for Motor Vehicle/Traffic Violations

Mr. Ammanamanchi explained that the Village cannot legally enforce a civil penalty for motor vehicle/traffic violations when the elements of the offence defined by a municipal ordinance are identical to state or federal law. Council agreed not to pursue this proposed idea.

MOTION: Mayor Pro Tem Vandenberg moved for herself to run the meeting because the Mayor must go to another meeting.

VOTE: The motion passed unanimously.

TIME STAMP 5:56:00

19. Discussion of 2021 Village Council Retreat Agenda

Ms. Amos explained that staff has drafted an agenda for the upcoming Council retreat. She added that additional presentations on the Union County Revaluations and general obligation bonds/installment financing would be added. She asked Council to inform staff if additional topics need to be added.

TIME STAMP 5:49:40

20. Review and Consider Adoption of 1/12/21 Council Meeting Minutes

MOTION: Mayor Pro Tem Vandenberg moved to approve the 1/12/21 Council Meeting Minutes as presented.

VOTE: The motion passed unanimously.

E. OPEN TOPICS

5 MINUTES

No topics were discussed.

F. COMMUNICATION TOPICS/EMAIL BLURBS

10 MINUTES

TIME STAMP 6:01:05

1. Discussion and Consideration of Communication Topics for February 2021

Mr. Yow presented a draft list of communication topics for February 2021. Council discussed the topics and added to the list. Mr. Yow asked Council for permission to publish fundraising information for the Inherit the Land documentary sent by Gene Stowe. Lastly, he asked Council if they were interested in having the Village contribute to a local magazine whenever an important story arose. Council requested more information on the local magazine.

TIME STAMP 6:07:30

1. **Administrator's Report**

a. **No Left Turn Update**

Ms. Amos explained that the process with NCDOT to implement no left turns onto Marvin Road is ongoing. Council asked for a Welcome to Marvin sign to be installed at the state line.

b. **Roundabout Lighting Update**

Ms. Amos explained that the Village Engineer, Mike Walden is having issues with the poles to be used. She stated she is expecting an update soon and hopefully the issue will be resolved.

c. **Tax Collector**

Ms. Amos explained that due to the retirement of the current tax collector and too few applications for the position, she met with Union County about possibly contracting out tax collection services. If a contract were to be signed, it would be effective July 1. She stated that staff is currently examining options and may report back at the retreat.

d. **Former Finance Officer**

Ms. Amos explained that former Finance Officer, Chris Robertson, who has worked with the Village to prepare for the audit and to train the new finance officer, needs to move on. She explained that the Village should hire a CPA to come in monthly to do audit checks.

e. **Special Meetings**

Ms. Amos explained that the special meeting on February 4 will not occur. She added that the action on the Village Hall plans scheduled for that meeting will be on the February 9 regular meeting instead. She stated that she does not anticipate a delay to the project timeline.

f. **HOA Meetings**

Ms. Amos explained that the Woodhall HOA has requested Councilmembers to attend their meeting at on Friday, January 29 at 7pm. She explained that it would be better for the full Council to address the received questions at a future Council meeting. Council agreed that the HOA's questions should be answered at a future Council meeting.

g. **Off-Duty Officers**

Relating to the previous presentation by Sean Epperson of NCDOT, the Village spends roughly \$80,000 annually to hire off-duty officers to direct traffic at the New Town and Marvin Road intersection. She explained that decreased number of incident reports have likely caused the project to be less of a safety priority for NCDOT.

h. **Union County Water/Sewer Interlocal Agreement**

Ms. Amos explained that Union County has requested the Village to sign a 30-year agreement to receive water/sewer services only from them. (*See attached documents, which are hereby incorporated as references into these minutes*). She explained that the agreement has no benefits for the Village and that the Village Attorney does not endorse it. Council discussed this item in depth and Ms. Amos will report their feedback to the County.

TIME STAMP 6:38:20

2. **Planner's Report**

a. **Feedback from Marvin Heritage District Proposed Commercial Uses**

Mr. Ammanamanchi stated that he is receiving a lot of feedback from the public about the list of proposed commercial uses for the Marvin Heritage District. He stated he will provide a full report at the retreat.

b. **Update on Avention Rezoning Request Public Input Meeting**

Mr. Ammanamanchi explained that the meeting was well-attended by Marvin residents, many of which asked educated questions. Council asked Mr. Ammanamanchi to inform the public of future meetings about the rezoning request.

c. **Hiring of Part-Time Planning Assistant**

Ms. Amos explained that staff is looking to contract out the part-time Planning Assistant position, as there have been too few qualified applicants with reasonable salary expectations. Council agreed that this was reasonable but expressed their desire to hire someone for a more permanent position in the future.

H. AGENDA ITEMS

10 MINUTES

TIME STAMP 6:48:30

1. Review of Action Items

- Council will meet with Mr. Ammanamanchi about Projects to Recommend for the CRTPO 2050 MTP.
- Ms. Amos will write an RFP for standardizing all street blade posts on Village roads.
- Ms. Amos will revise the personnel policy.
- Ms. Amos will implement Option 2 on the Tom Short sidewalks, agreeing with the Village Attorney that it is the responsibility of NCDOT to repair the sidewalks.
- Ms. Amos will investigate getting a “Welcome to Marvin” sign installed at the state line.
- Ms. Amos make the agreed changes to the Village Hall plans.
- Ms. Amos will report the Council’s concerns about the water/sewer interlocal agreement back to the County.
- Ms. Amos will contact the County about roundabout funding.
- Ms. Amos and Mrs. Privuznak will perform a bond numbers analysis.
- Mr. Yow will place “Discussion of Forming a Youth Council” on the May 27 work session agenda.
- Mr. Yow will provide more information on local magazine communications at the February 25 work session.
- Mr. Yow will schedule the February 2021 communications.
- Mr. Ammanamanchi will research street light ownership with Union Power.
- Mr. Ammanamanchi will revise the median planting ordinance to remove the subjective language.
- Mr. Ammanamanchi will notify the public about future updates on the Avention Rezoning Request.
- Mr. Durst will write a sponsorship policy.

Review of Ongoing Action Item List

Council reviewed the Ongoing Action Item List and directed staff to make changes.

TIME STAMP 6:57:00

2. Council Comments

Mayor Pro Tem Vandenberg: She informed Council that Mayor Pollino will update WUMA on what Council is pursuing. There were no other comments.

I. CLOSED SESSION

15 MINUTES

- ~~1. Recess into Closed Session Pursuant of NCGS §143-318.11(a)(1) for Review and Approval of Closed Session Minutes from the 9/8/20, 10/29/20, 11/10/20, 11/23/20, and 1/12/21 Meetings - **TABLED TO FEBRUARY 25 WORK SESSION**~~

J. ADJOURNMENT


MOTION: Councilman Marcolese moved to adjourn the 1/28/21 work session meeting at 4:40pm.

VOTE: The motion passed unanimously.

Adopted: 3 - 9 - 21



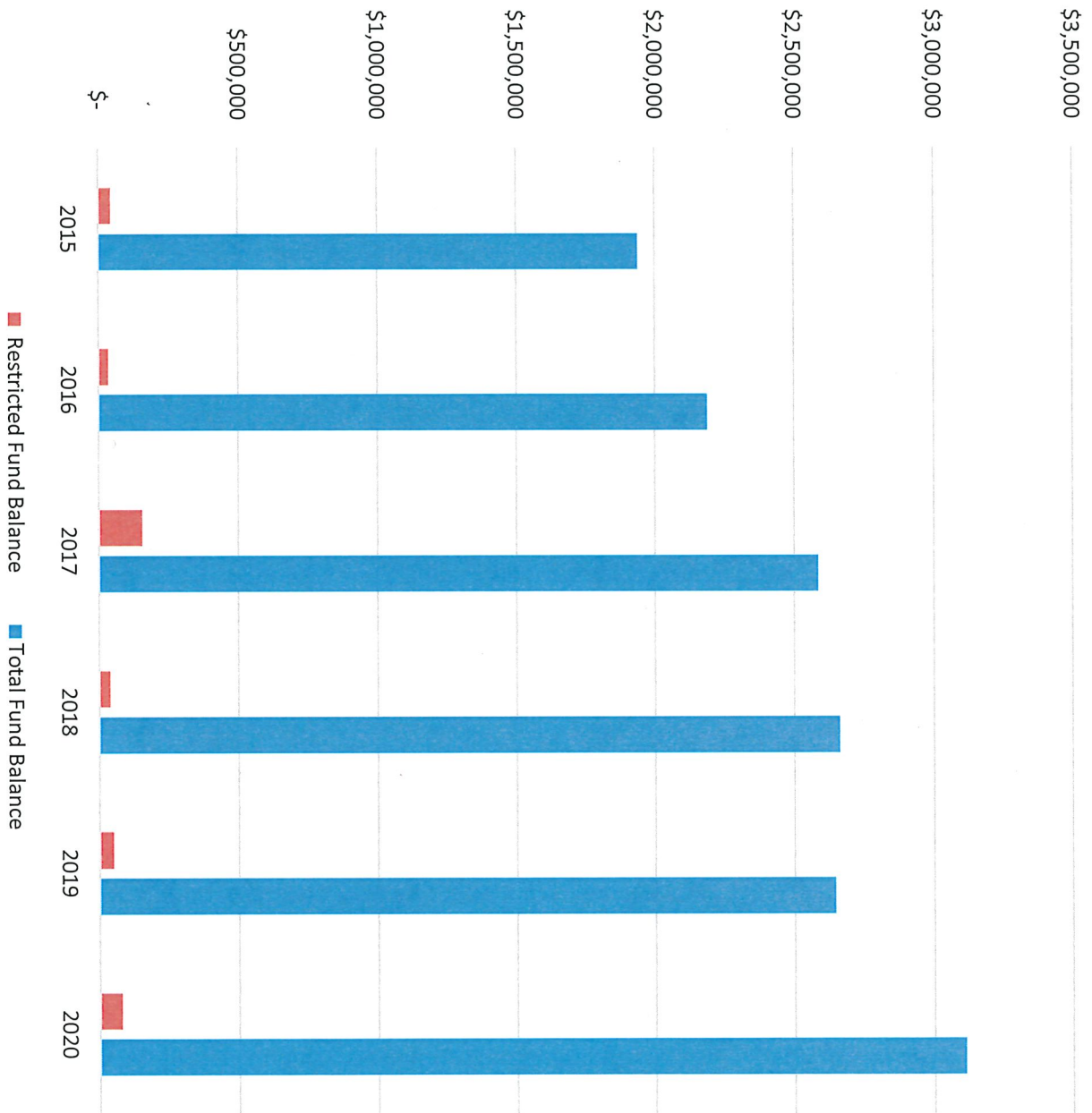
 Joseph E. Pollino, Jr., Mayor
 Village of Marvin



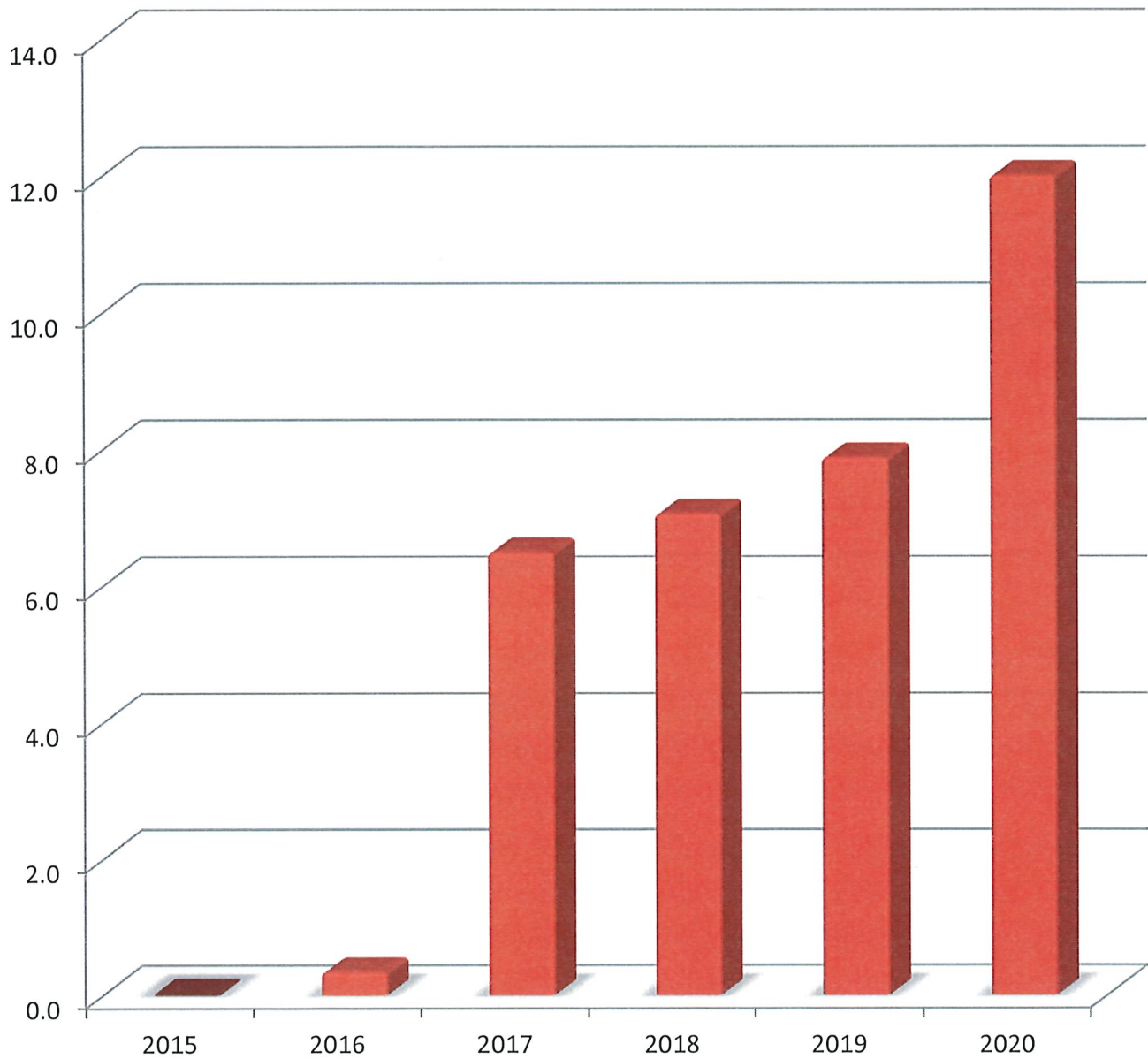
 Austin W. Yow
 Village Clerk & Assistant to the Manager
 Village of Marvin



Analysis of Fund Balance - Governmental Funds



Number of Months in Reserve - General Fund



Total Cash - All Funds

\$3,500,000

\$3,000,000

\$2,500,000

\$2,000,000

\$1,500,000

\$1,000,000

\$500,000

\$-

2015

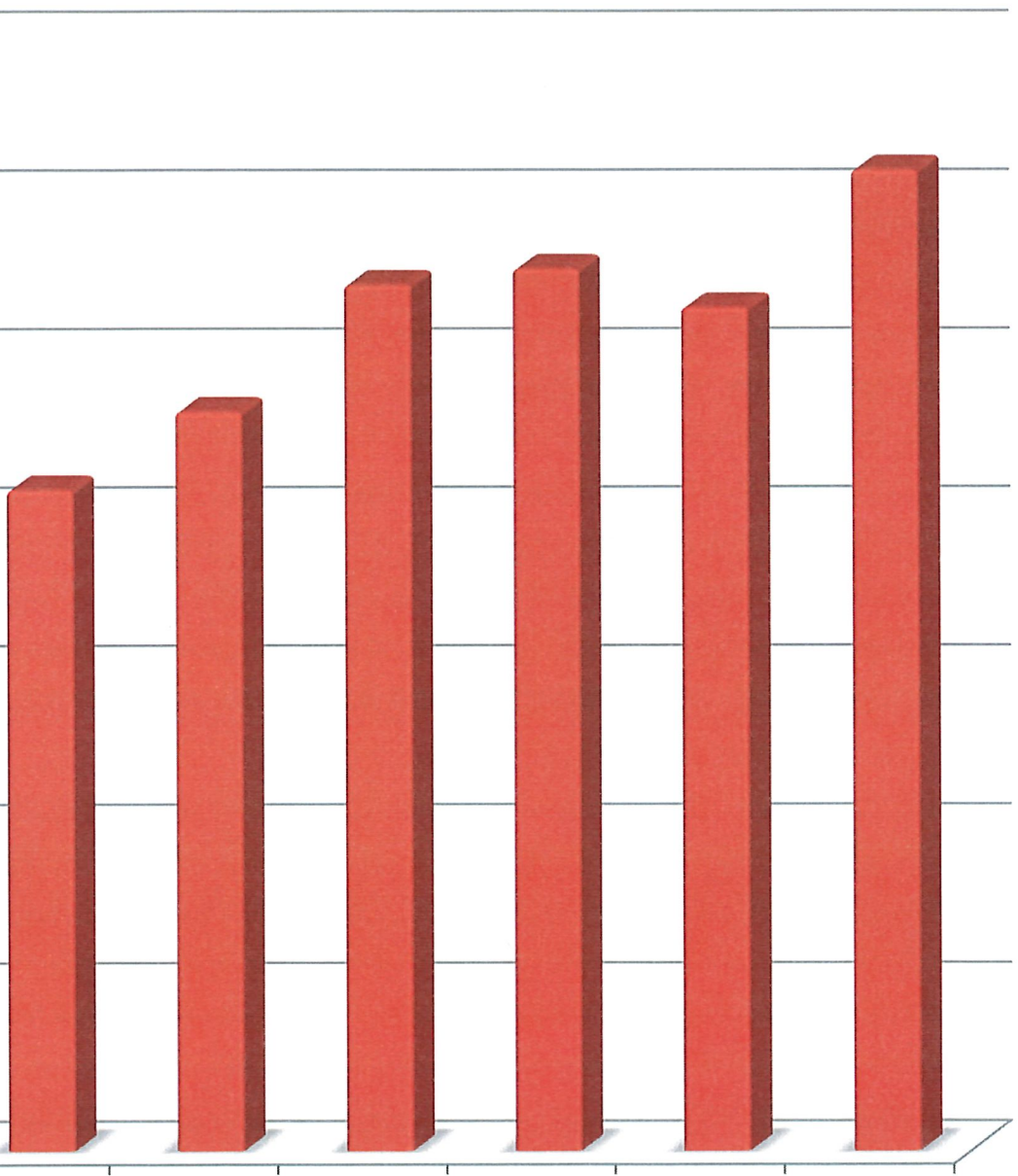
2016

2017

2018

2019

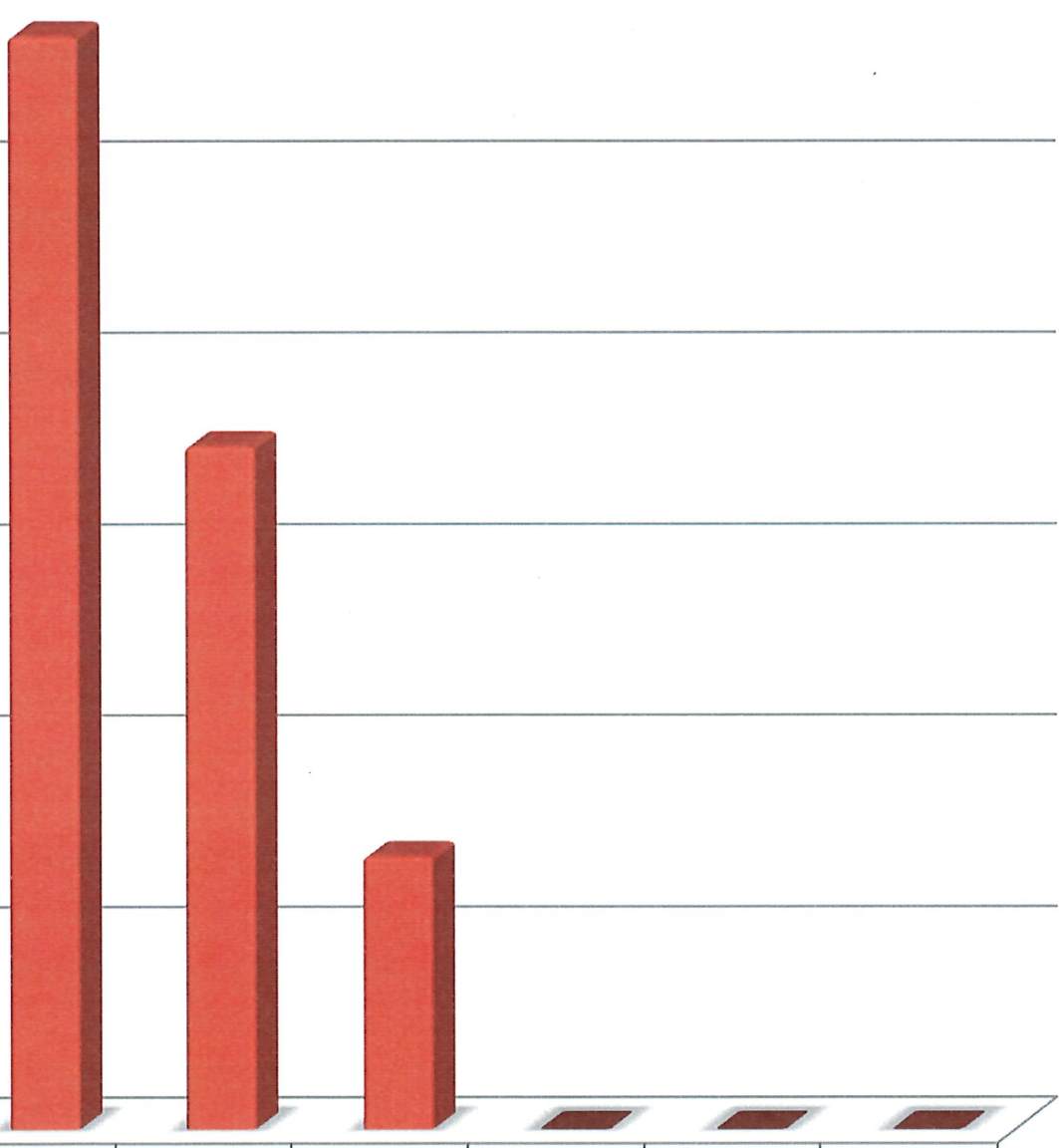
2020



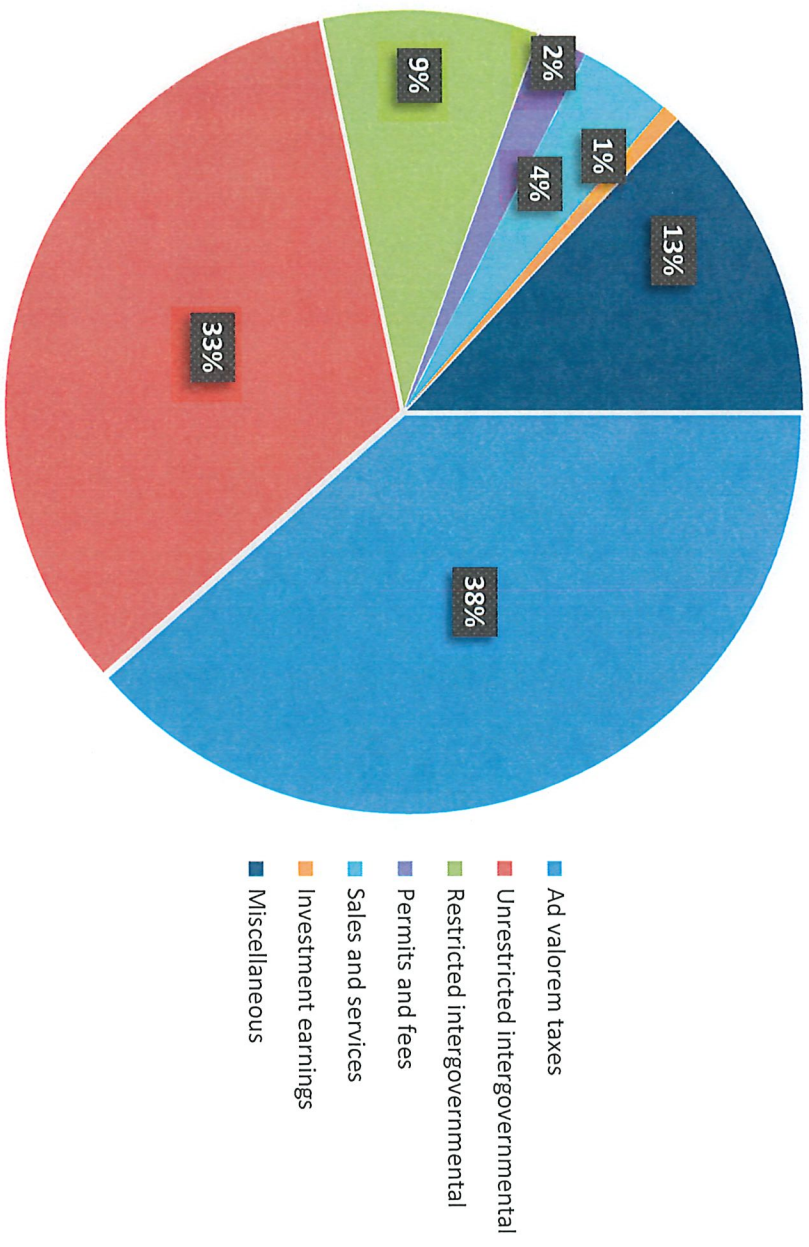
Long-Term Debt

\$300,000
\$250,000
\$200,000
\$150,000
\$100,000
\$50,000
\$-

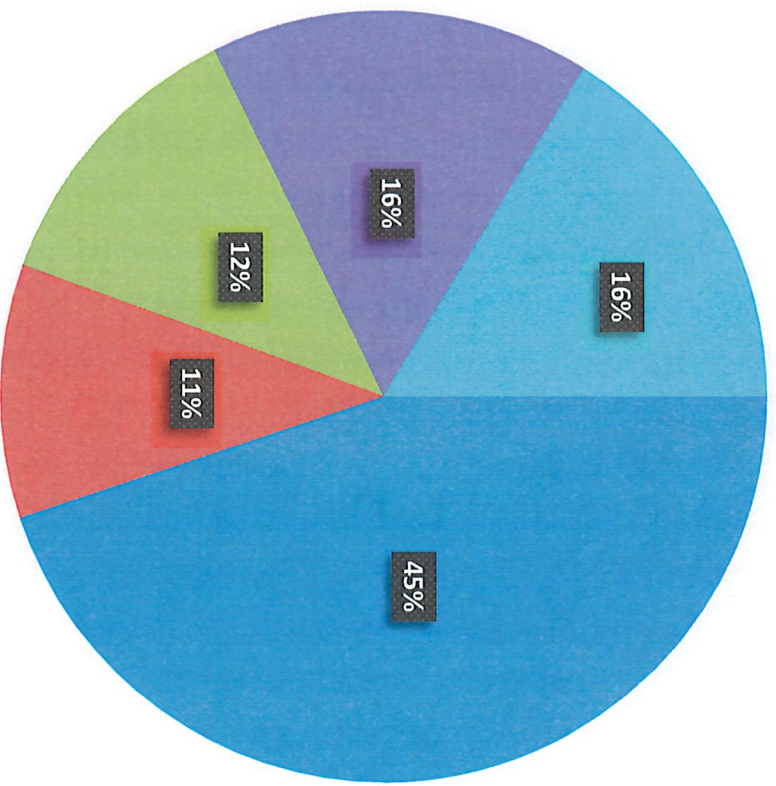
2015 2016 2017 2018 2019 2020



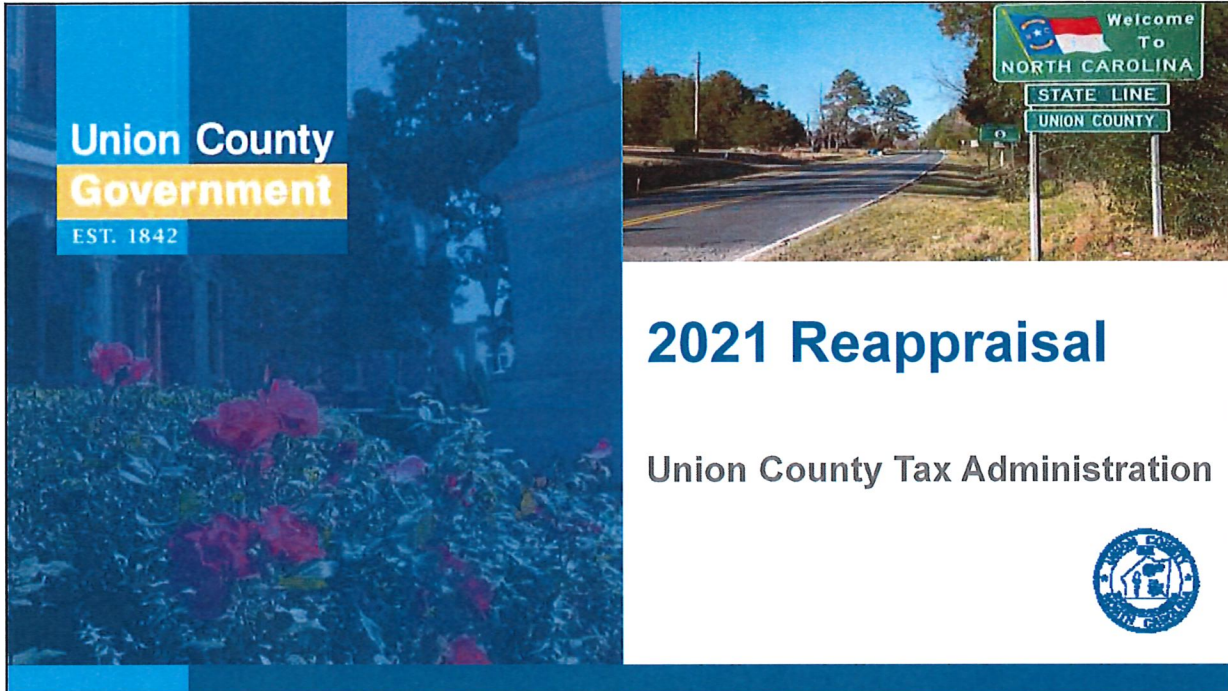
Breakdown of General Fund Revenue FYE June 30, 2020



Breakdown of General Fund Expenditures FYE June 30, 2020




- General government
- Public safety
- Transportation
- Economic development
- Cultural and recreational



**Union County
Government**
EST. 1842

2021 Reappraisal

Union County Tax Administration



INTRODUCTIONS

Tax Administration Leadership Team

- Phil Every, Appraisal Division Director
- Robin Merry, Assessment Division Director
- Mitzie Baucom, Revenue Division Director

GUIDING PRINCIPLES, RULES, & POLICIES

- Fair and Equitable
- North Carolina General Statutes
- Industry Best Practices (IAAO & NCDOR)

REAPPRAISAL: WHAT IS IT AND WHY DO IT?

- A systematic review and appraisal of all real property
- Compliance with state statutes and existing case law.
- Re-establish equity and fairness in the property tax base.
- Ensure assessed values are reflective of current market
- Restore tax base lost to equalization

TIMING OF A REAPPRAISAL

- NCGS 105-286(a)(1) establishes a mandatory 8 year maximum reappraisal cycle

- NCGS 105-286(a)(2) requires a mandatory advancement of the reappraisal based on population size and the county Sales Assessment Ratio

- NCGS 105-286(a)(3) allows for an optional advancement to a more frequent reappraisal period by BOCC resolution (i.e. 2004 and 2008)

MANDATORY REAPPRAISAL

Two criteria qualify a jurisdiction for mandatory advancement:

1. Sales Assessment Ratio
 - Greater than 1.15 or 115% of the market
 - Less than .85 or 85% of the market
 - Based on N.C. Department of Revenue Sampling
2. Population of 75,000 or greater

REAPPRAISAL TIMELINE

- December 31, 2018: Reappraisal plan submitted to DOR
- October 19 2020: Schedule of Values Presented
- November 2 2020: Public Hearing on SOV
- November 16 2020: BOCC Adopts SOV
- **January 1, 2021: Effective Date of Reappraisal**
- February 15, 2021: Reappraisal Update
- End of February 2021: Assessment Notices Mailed
- May 25, 2021: Estimated Deadline for New Appeals

THE REAPPRAISAL PLAN

Plan was developed with attention to the following:

- Budget: Compliance with NCGS 153A-150
- Staffing: Compliance with Section 6.2, IAAO Mass Appraisal Standard
- Outsourcing Needs: Compliance with Section 6.4, IAAO Mass Appraisal Standard and NCGS 105-299
- Hardware/Software: Compliance with Sections 6.3 and 3.3.2 of the IAAO Mass Appraisal Standards
- Timeline: Reappraisal Plan must be submitted to NCDOR 24 months prior to effective Date

UNIFORM SCHEDULE OF VALUES

- A new schedule is required to be adopted for every reappraisal cycle
- Establishes the rates and procedures in effect for the next reappraisal cycle
- Uses data from over 34,000 qualified sales and regional construction cost indices
- Captures the value of the current real estate market (retrospective in nature)
- Details the rates and variables that are used in the valuation process

METHODOLOGY

- Mass Appraisal vs Fee Appraisal
- Approaches to Value
 - Sales, Cost, Income
 - Allocation and Abstraction (Land only when needed)
- Land Valuation
 - Appraisal Neighborhoods, Influence Factors, Site Ratings
- Improvement Valuation
 - Replacement Cost New Adjusted for Depreciation and Neighborhood Location

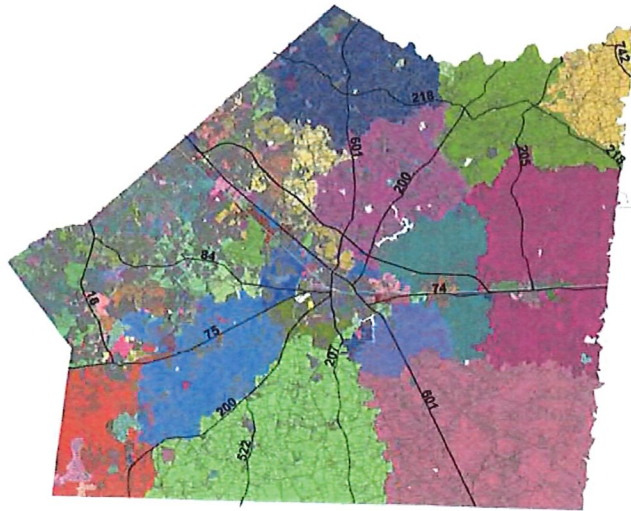
QUALITY ASSURANCE REVIEWS

- The process of reviewing all properties within Union County
- It is an ongoing process
- On-site review for improved properties when necessary and possible
- Desktop reviews for vacant properties using aerial imagery
- 63,500 parcels have been reviewed by teams of appraisers

NEIGHBORHOOD DELINEATION

- A critical component to the reappraisal process
 - First used in Union County in 1980s
- Divides the county into smaller geographical units
 - Out of 899 appraisal neighborhoods in Union County the average parcel count is 115
 - The base level of grouping starts with the high school district assignment
- Analyzing smaller sets of market data ensures a more equitable valuation with comparable properties
- Maintains consistent values in a manageable market area
- Easier for taxpayers to compare property values in a market area

UNION COUNTY NEIGHBORHOOD MAP



THE QUESTION OF EQUITY – Sales Ratio

Based on a sampling of sales by NCDOR

Property Type	2020	2019	2018	2017	2016	2015
Real Estate	69%	74%	79%	88%	95%	99.71%
Personal Property	100%	100%	100%	100%	100%	100%
Public Service Companies	83%	83%	100%	100%	100%	100%
Motor Vehicles	100%	100%	100%	100%	100%	100%

WHAT IS EQUALIZATION?

- NCGS 105-284 – Uniform Assessment Standard
- Any county that falls below a 90% sales ratio on the reappraisal year or the 4th or 7th year after their reappraisal will have state assessed values equalized.
- Applies only to Public Service Companies that are state assessed property owners
- Airlines, Bus, Motor Freight, Communications, Gas Pipelines, Railroads, Power/EMC

EFFECTS OF EQUALIZATION

Tax Year	Public Service Company Value	Equalization Rate	Equalized Value	Revenue Reduction
2017	\$420,815,484	-	-	-
2018	\$431,114,091	-	-	-
2019	\$448,083,182	83%	\$372,906,940	(\$549,463)
2020	\$479,014,317	83%	\$397,623,259	(\$594,887)

ANTICIPATED COUNTYWIDE IMPACT

- Virtually all properties will see an increase in property value
- Current valuation year is 2015
- The 2015 reappraisal was a contraction in the tax base
- Residential/Commercial properties estimated increase approximately 30%
- Rural Land estimated increase (market value) approximately 30%
- Revenue Neutral Tax Rate – NCGS 159-11(e)

PRESENT USE VALUE - SCHEDULE OF VALUES

- Qualifying properties are valued according the North Carolina Use Value Advisory Board Guidelines for the effective appraisal year
- Present Use Value rates are changing for 2021
- Minimum Qualifications for PUV:
 - Agriculture (10 acre min.)
 - Horticulture (5 acre min.)
 - Forestry (20 acre min.)
- Ownership and Use requirements must be met
- 1/8th of all properties required to be reviewed every year
- 191,057 acres, 46% of all acres in Union County, are in the PUV program

PRESENT USE VALUE RATE SCHEDULE Region 136 – Piedmont MLRA

Category	2015 Rate Per Acre	2021 Rate Per Acre	% Change
Agricultural (Class 3)	\$385	\$420	9%
Forestland (Class 2)	\$225	\$255	13%
Horticulture (Class 2)	\$810	\$890	10%

Example: Property owner has 50 acres in use value agricultural program. The taxable value would increase from \$19,250 to \$21,000. At the 2020 tax rate the tax difference would be \$12.79. A resulting tax deferral of 90% compared to current market value.

APPEALS PROCESS

There are 5 Stages to the Appeals Process:

1. Informal Review
2. Board of Equalization and Review
3. Property Tax Commission
4. North Carolina Court of Appeals (matter of law)
5. North Carolina Supreme Court (matter of law)

TAX RELIEF PROGRAMS

- Elderly or Disabled Requirements (exclusion of \$25,000 or 50% of taxable value, up to 1 acre)
 - Deed in applicant's name or title to residence as of January 1st
 - Must be N.C. resident
 - At least 65 years of age or totally and permanently disabled.
 - 2020 Income must not exceed \$31,500
 - Has income for the preceding calendar year of NOT MORE than the income eligibility limit
- Disabled Veterans
 - Qualified owners receive exclusion of \$45,000

TAX RELIEF PROGRAMS

- Circuit Breaker Program (tax deferment)
 - 2020 Income cannot exceed \$47,500
 - Maximum tax liability is 4% or 5% of qualifying income; balance deferred
- Present Use Value (PUV)
- Tax Exemption Programs
 - Charitable, Religious, Educational, Governmental
- Ownership and Use requirements must be met for all PUV and Exemption programs

COMMUNICATIONS PLAN

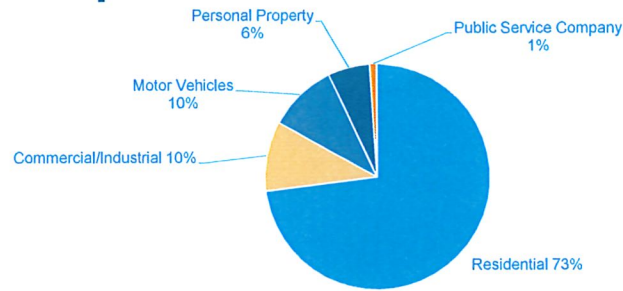
- Dedicated 2021 reappraisal webpage
- Local media outlets
- Social Media
- Town Hall Meetings
- Community, Civic, and Faith based group meetings

TAX BASE SNAPSHOT 2020 VALUATION

Property Class	2020 Values
Real Property Value	\$25,611,219,890
Personal Property Value	\$1,799,930,452
Exempt/Senior Citizens/Disabled	(\$1,966,501,027)
Deferred Property Value	(\$1,029,833,443)
Public Service Companies (State Assessed)	\$397,623,597
Registered Motor Vehicles (estimate)	\$3,016,750,635
Total Estimated Tax Base	\$27,829,190,104
Annual Growth Rate	3.14%

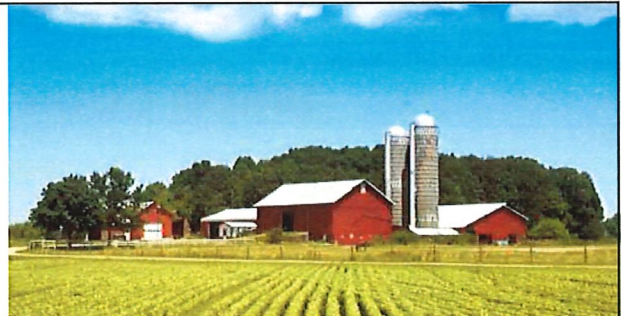


Tax Base Snapshot

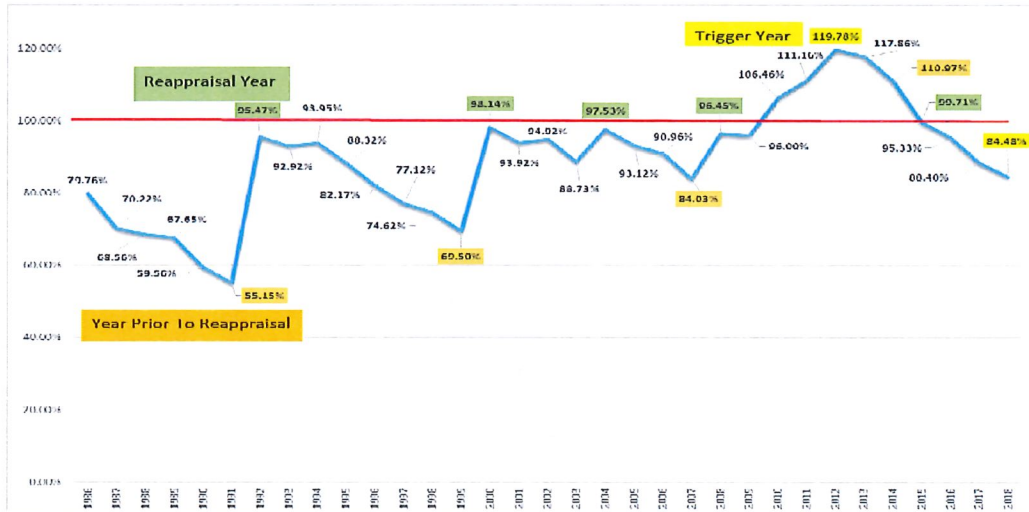


UNION COUNTY STATISTICS

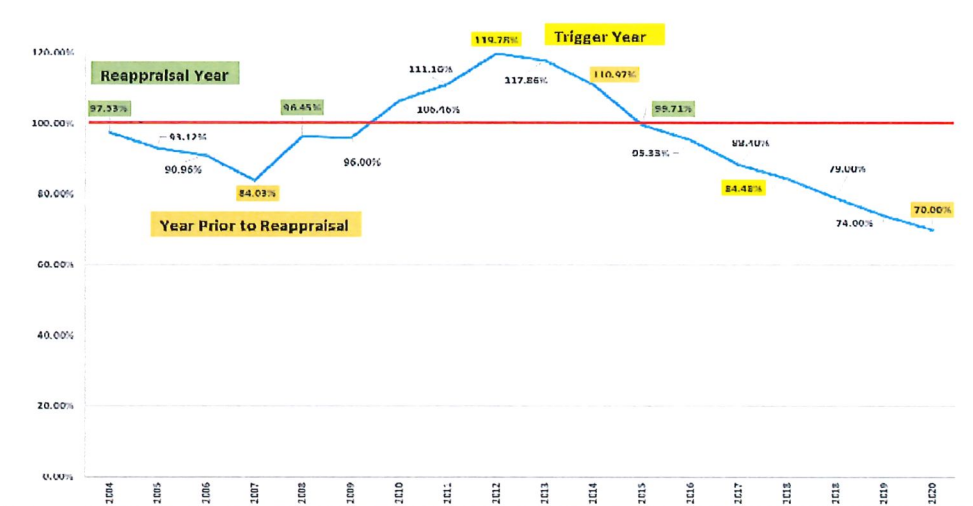
- Parcel Growth - Avg. 1,700/yr.
- Residential Growth - Avg. 1,761/yr.
- Residential Sales – Avg. 6,300/yr.
- Comm./Ind. Growth – Avg. 60/yr.
- Sales Assessment Ratio History



UNION COUNTY HISTORY



UNION COUNTY HISTORY



CONCLUSION

- Transparency, Equity, and Fairness
- Customer Focused Process
- Public Information Campaign
- Utilization of Technology





NORTH CAROLINA
Department of Transportation



U-6088 – Status and Funding Update

Sean Epperson, P.E.

Division 10 Project Team Lead

1-28-2021

U-6088 – Current Status

- Design work suspended as of late August 2019
- ROW acquisition stopped in August of 2019
- Plans 75% complete

U-5873 – Future

- Projected let date -- May 2022
- About 9 to 12 months needed to complete ROW acquisition
- About 4 to 6 months needed to complete utility relocation
- About 2 months needed to complete design

Current Agreement Funding

- PE - \$200k (40% match)
 - Federal - \$120k
 - State Match - \$80k
 - Local Match - \$0
- ROW - \$260k (40% match)
 - Federal - \$156k
 - State Match - \$89k
 - Local Match - \$15k
- Construction - \$1.345M (20% match)
 - Federal \$1.076M*
 - State Match - \$64k
 - Local Match - \$205k

* This amount does not match the federal amount available for this phase

Current Project Funding

- PE - \$200k (40% match)
 - Federal - \$120k
 - State Match - \$80k
 - Local Match - \$0
- ROW - \$260k (40% match)
 - Federal - \$156k
 - State Match - \$89k
 - Local Match - \$15k
- Construction - \$1.628M (20% match)
 - Federal \$1.302M
 - State Match - \$64k*
 - Local Match - \$205k*

* This total match amount is not the 20% needed for the federal dollars

Estimated ROW Costs

- Estimated Cost:
 - Appraisal value - \$400k.
 - Total acquisition cost - \$500k
 - Utility Cost - \$100k
 - Total Funding Needed - \$600k
- ROW Funding:
 - Current - \$260k
 - Shortfall - \$340k

Addressing ROW Costs

- Move \$340k from construction to ROW
 - \$204k in federal dollars
 - \$136 in match dollars
- New ROW and Construction Funding
 - ROW - \$600k
 - Federal - \$360k
 - State Match - \$120k
 - Local Match - \$120k
 - Construction - \$1.288M
 - Federal \$1.098M
 - State Match - \$33k*
 - Local Match - \$100k*

* This total match amount is not the 20% needed for the federal dollars

Estimated Construction Costs

- Estimated Cost: \$1.628M
- Construction Funding (after moving \$360k to ROW):
 - Proposed - \$1.288M
 - Shortfall - \$340k

Total Match Amounts

- Initial Match Amounts

State Matches

- PE - \$80k
- ROW - \$89k
- Construction - \$64k
- Total - \$233

Village Matches

- PE - \$0k
- ROW - \$15k
- Construction - \$205k
- Total - \$220

- Revised Match Amounts

State Matches

- PE - \$80k
- ROW - \$120k
- Construction - \$121k
- Total - \$321k

Village Matches

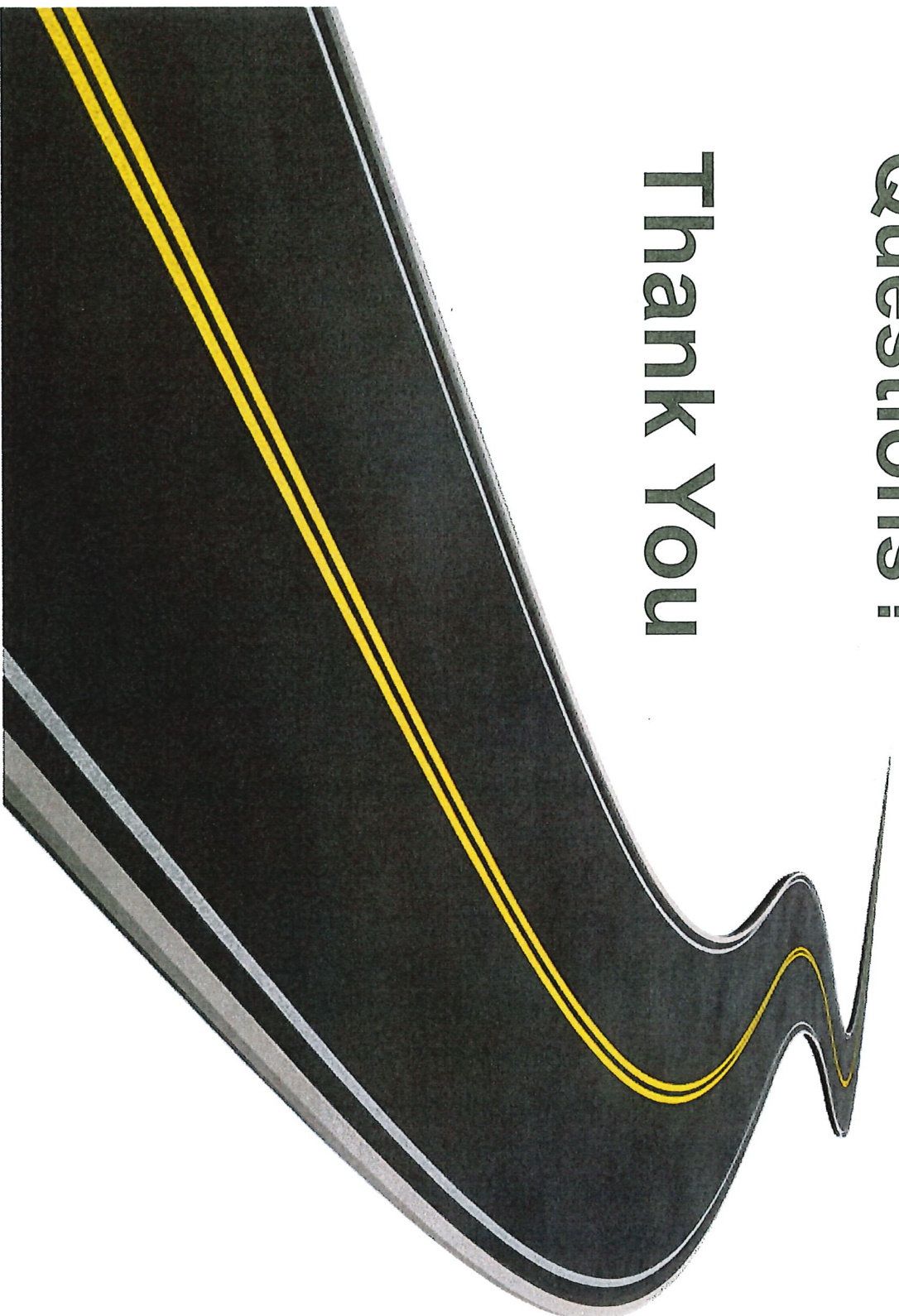
- PE - \$0k
- ROW - \$120k
- Construction - \$205k
- Total - \$325

Addressing Construction Costs

- Apply for \$340k from CMAQ
 - \$272k in federal dollars
 - \$68 in match dollars
- New Construction Funding
 - Construction - \$1.628M
 - Federal \$1.370M
 - State Match - \$121k (State Traffic Engineer agreed to this increase)
 - Local Match - \$205k (increased total match amount from the Village)

Questions?

Thank You



Item C.1.



MARVIN VILLAGE HALL
New Construction

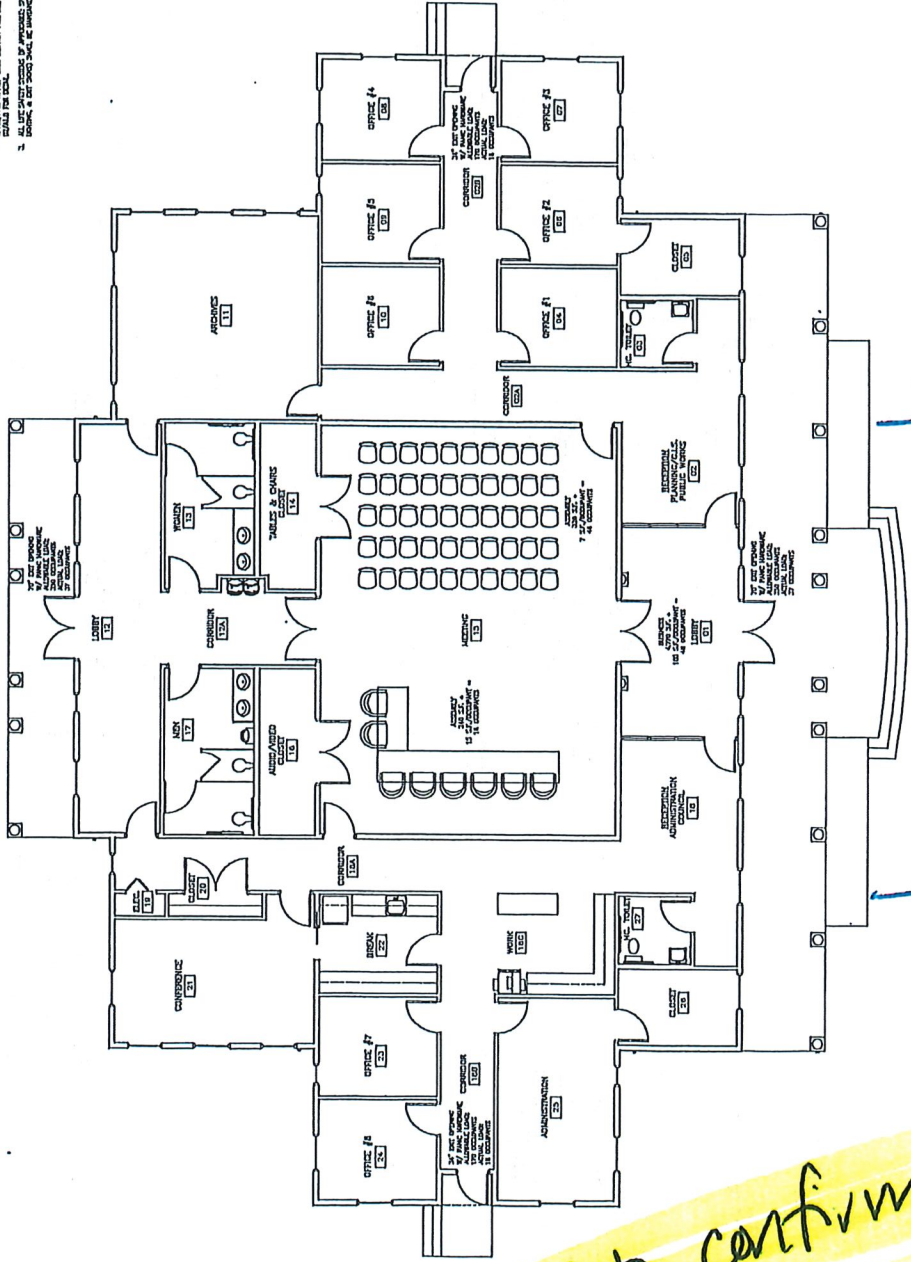
8917 New Town Rd
Marvin, NC 28173

DATE:	Month: Dec; 2020
PROJECT NUMBER:	2020-046
DRAWN BY:	jc
CONSTRUCTION CHIEF:	jc
FLOOR PLAN LIFE SAFETY	
A1.0	
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LIFE SAFETY PLAN NOTES

1. PROVIDE THE SUPPLEMENTARY NOTES FOR THIS FLOOR PLAN TO THE ARCHITECTURAL NOTES TO THE CONTRACT DOCUMENTS FOR THE PROJECT.
2. PROVIDE THE SUPPLEMENTARY NOTES FOR THIS FLOOR PLAN TO THE ARCHITECTURAL NOTES TO THE CONTRACT DOCUMENTS FOR THE PROJECT.
3. PROVIDE THE SUPPLEMENTARY NOTES FOR THIS FLOOR PLAN TO THE ARCHITECTURAL NOTES TO THE CONTRACT DOCUMENTS FOR THE PROJECT.

PARKING LOT



NEW TOWN RD

01 FLOOR PLAN: Life Safety (110 Total Occupants)
DATE: 11-11-20

Need to confirm "Flip"

As is now

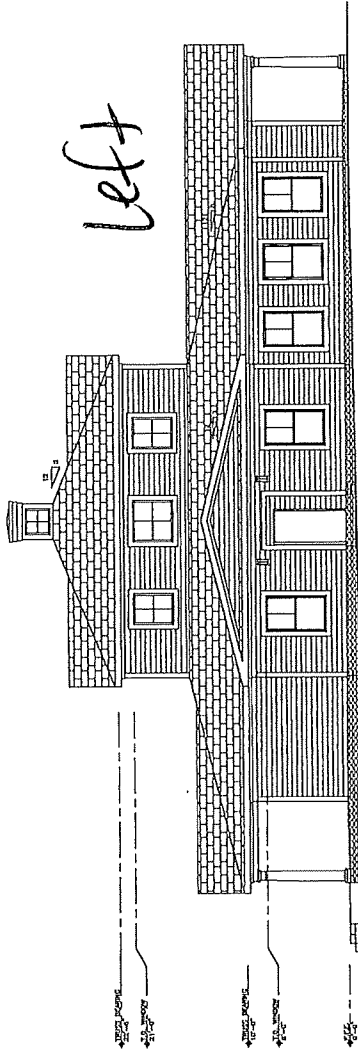
Zoomed (next pg)



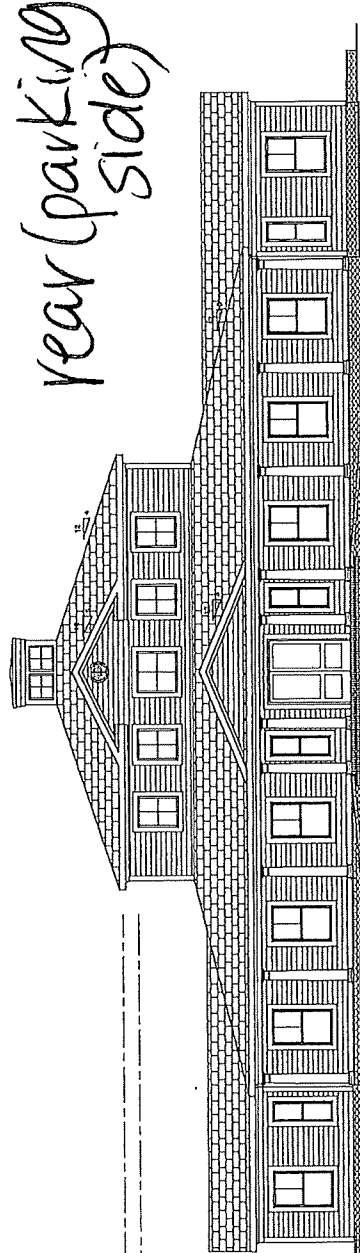
ARCHITECTURAL GROUP
 224 West Side, Suite 202
 700 N. Salisbury St., Salisbury, NC 28173
 www.urbanarchitect.com

Scale:

EXTERIOR FINISH SCHEDULE	
FINISH	DESCRIPTION
1. Siding	Asph/Flt Shingles
2. Stucco	Asph/Flt Shingles
3. Brick	Asph/Flt Shingles
4. Concrete	Asph/Flt Shingles
5. Stone	Asph/Flt Shingles
6. Metal	Asph/Flt Shingles
7. Paint	Asph/Flt Shingles
8. Glass	Asph/Flt Shingles
9. Other	Asph/Flt Shingles
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99. Other	Asph/Flt Shingles
100. Other	Asph/Flt Shingles



02 ELEVATION: Left Side
 1/8" = 1'-0"



01 ELEVATION: Rear (Parking Side)
 1/8" = 1'-0"

elevated porch remains

MARVIN VILLAGE HALL
 New Construction

8917 New Town Rd
 Marvin, NC 28173

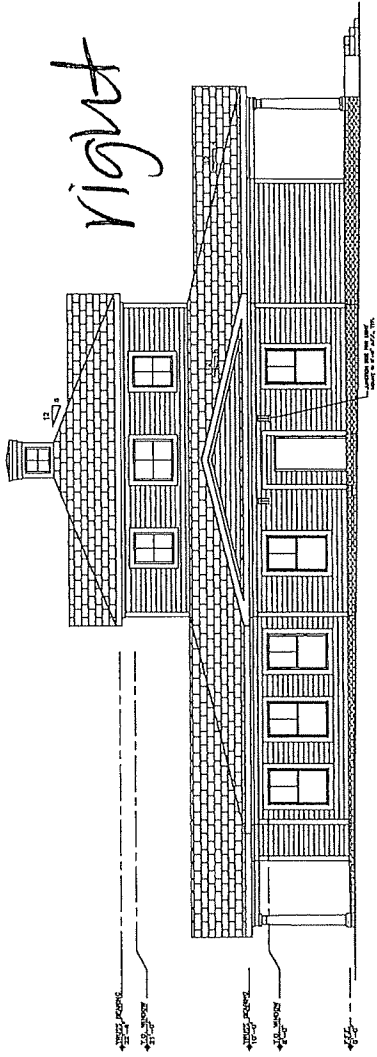
Date:	January 25, 2021
Project Number:	2020-46
Issued For:	Construction Only
Construction Date:	xxxx-xx
© 2021 URBAN ARCHITECTURAL GROUP P.A. 224 West Side, Suite 202, Salisbury, NC 28173	

EXTERIOR ELEVATIONS
A2.2

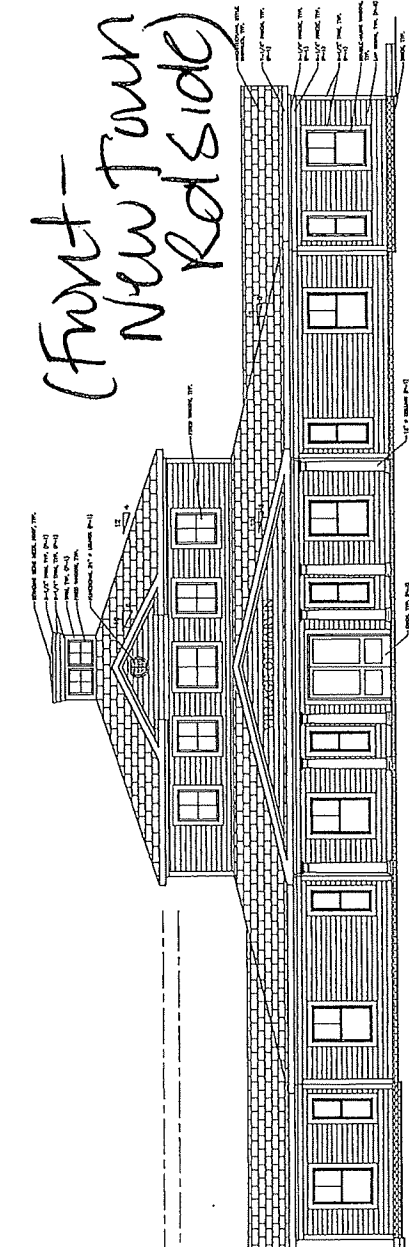


ARCHITECTURAL GROUP
 100 S. HARRIS ST. SUITE 200
 RAYLEIGH, NC 27601
 TEL: 919.833.1111
 WWW.URBANARCHITECTURAL.COM

Scale:



02 ELEVATION: Right Side
 3/16" = 1'-0"



01 ELEVATION: Front (Street Side)
 3/16" = 1'-0"

elevated porch removed

EXTERIOR FINISH SCHEDULE	
ITEM	DESCRIPTION
1	Stucco
2	Brick
3	Paint
4	Asph/Flt Shingles
5	Galv Steel
6	Alum. Siding
7	Asph/Flt Shingles
8	Asph/Flt Shingles
9	Asph/Flt Shingles
10	Asph/Flt Shingles
11	Asph/Flt Shingles
12	Asph/Flt Shingles
13	Asph/Flt Shingles
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50	Asph/Flt Shingles

Date:	January 25, 2021
Project Number:	2020-66
Issue For:	Construction
Construction Code:	2006-20
EXTERIOR ELEVATIONS	
A2.1	
© 2021 URBAN ARCHITECTURAL GROUP P.A. 100 S. HARRIS ST. SUITE 200, RAYLEIGH, NC 27601	

MARVIN VILLAGE
 HALL
 New Construction

8917 New Town Rd
 Marvin, NC 28173

3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE

MISCELLANEOUS PRODUCTS

FEATURE	MATERIAL	PRODUCT/COLOR NAME	MANUFACTURER
Shingles	Asphalt	Molre Black	CertainTeed (Landmark)
Standing Seam	Metal	T.B.D.	T.B.D.
Gutters & V.L.	Metal	Pre-finished to match trim	T.B.D.
Louvers	Polyurethane	T.B.D.	T.B.D.
Column Wrap	F.R.P.	Endura-Stone	Pacific Columns
Windows	Clad-Wood	W-2500 Exterior: Black Interior: Primed	Jeld-Wen

SIDING/TRIM/SOFFIT

FEATURE	SIZE	PRODUCT NAME	MANUFACTURER
Fiber cement as manufactured by James Hardie, Allura, or approved equal.			
Lap Siding	6"	T.B.D.	T.B.D.
Trim	3/4" thick	T.B.D.	T.B.D.
Soffit	1'-0" (cut to size)	T.B.D.	T.B.D.

MASONRY

FEATURE	SIZE	PRODUCT/COLOR NAME	MANUFACTURER
Brick	Modular	Color: 301 White Texture: Rockface	Taylor Clay

CONSTRUCTION:

Brick masonry pattern is a running bond U.N.O.

SUBMITTALS:

Submit 5 samples of each type of exposed brick required. Include in each set the full range of color and texture to be expected in the completed work. Architect review will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

PAINT

PAINT NO.	COLOR NAME	COLOR NO.	MANUFACTURER
P-1 (Trim)	white	SW x	Sherwin Williams
P-2 (Siding)	white	SW x	Sherwin Williams
P-3 (Doors)	black	SW x	Sherwin Williams

MOCK-UP PANELS:

Erect two sample wall panels at project site. Build panels 4'-0" long and 4'-0" high. General Contractor to fabricate for inspection full scale assemblies, depicting framing, structural connections, transition connections, flashing, and finishes prior to commencement of construction. If masonry is used for the project, panels shall be the standard of construction of all masonry and shall show proposed material, method of laying, workmanship, installation of reinforcing, and color of mortar. General Contractor shall be responsible for maintaining sample panels throughout the construction period and the removal of panels after the job is completed.

PRODUCT HANDLING:

Store materials under cover, in dry place, and in manner to prevent damage or intrusion of foreign matter.

SAMPLES:

Provide 12" x 12" sample of each color. All colors to be approved before application. Substitutions can be made with Owner/Architect's approval.

PRELIMINARY NOT
 FOR CONSTRUCTION

SCALE: 1" = 40'

DATE: 10/20/2011



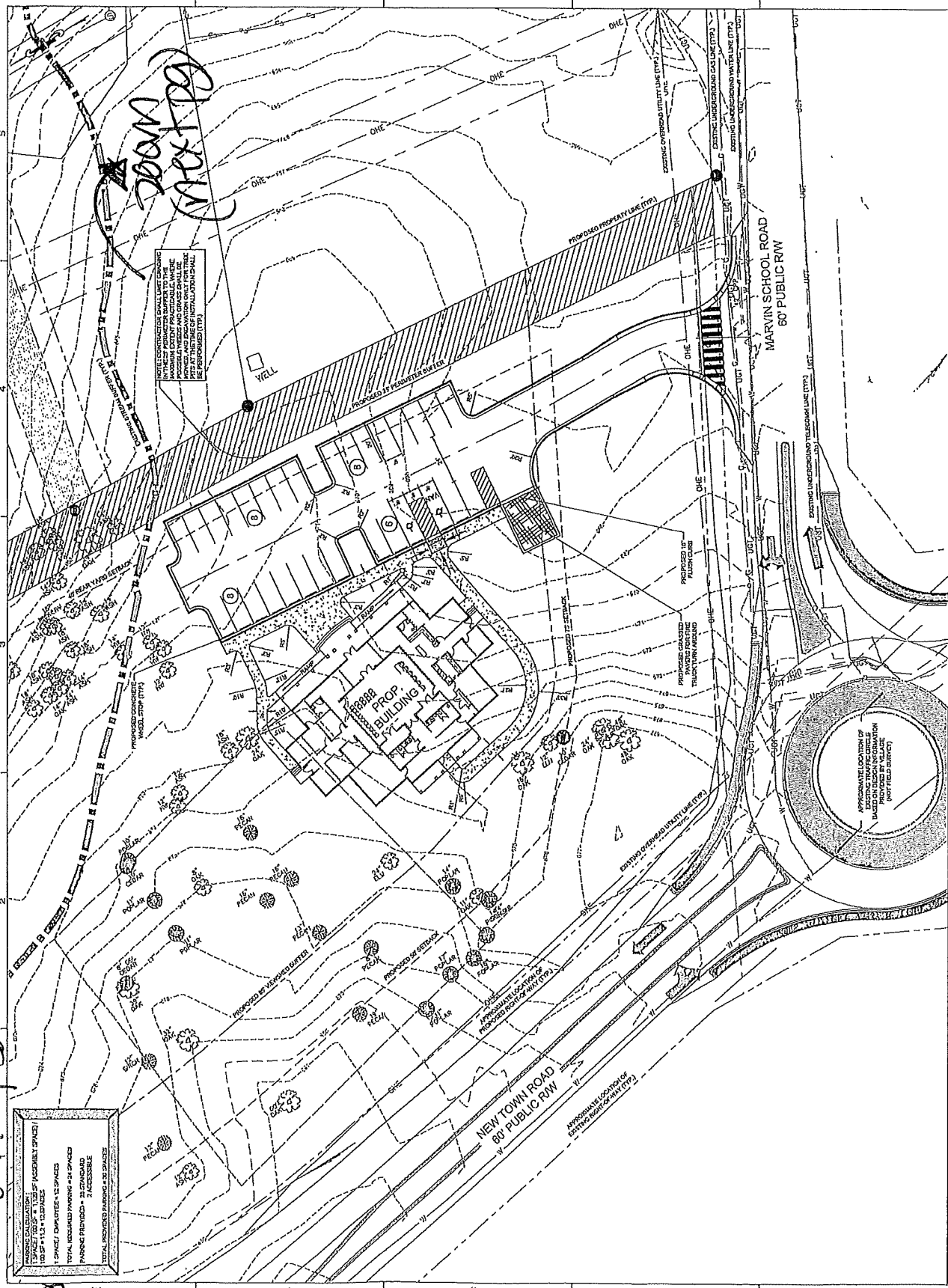
NO.	DATE	BY	DESCRIPTION
1	10/20/2011	DW	ISSUED FOR PERMIT
2	10/20/2011	DW	CLIENT COMMENTS
3	10/20/2011	DW	REVISED PER COMMENTS

DRAWN BY: DW
 APPROVED BY: DW
 CHECKED BY: DW
 DATE: 10/20/2011
 TITLE: SITE PLAN

SITE PLAN

DESIGNED BY: DW
 CHECKED BY: DW
 DATE: 10/20/2011

SHEET NO. C3.01



APPROXIMATE LOCATION OF EXISTING TRAFFIC CIRCLES AND SIGNAGE INFORMATION PROVIDED BY CLIENT. NOT FIELD SURVEY

NOTE: THE UNDEVELOPED AREAS SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE INFORMATION SHALL BE RESPONSIBLE TO THE CLIENT.

Zoom (next pg)

EXISTING STREAM BUFFER (TYP.)

665

OHE

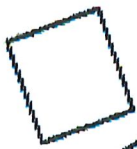
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668

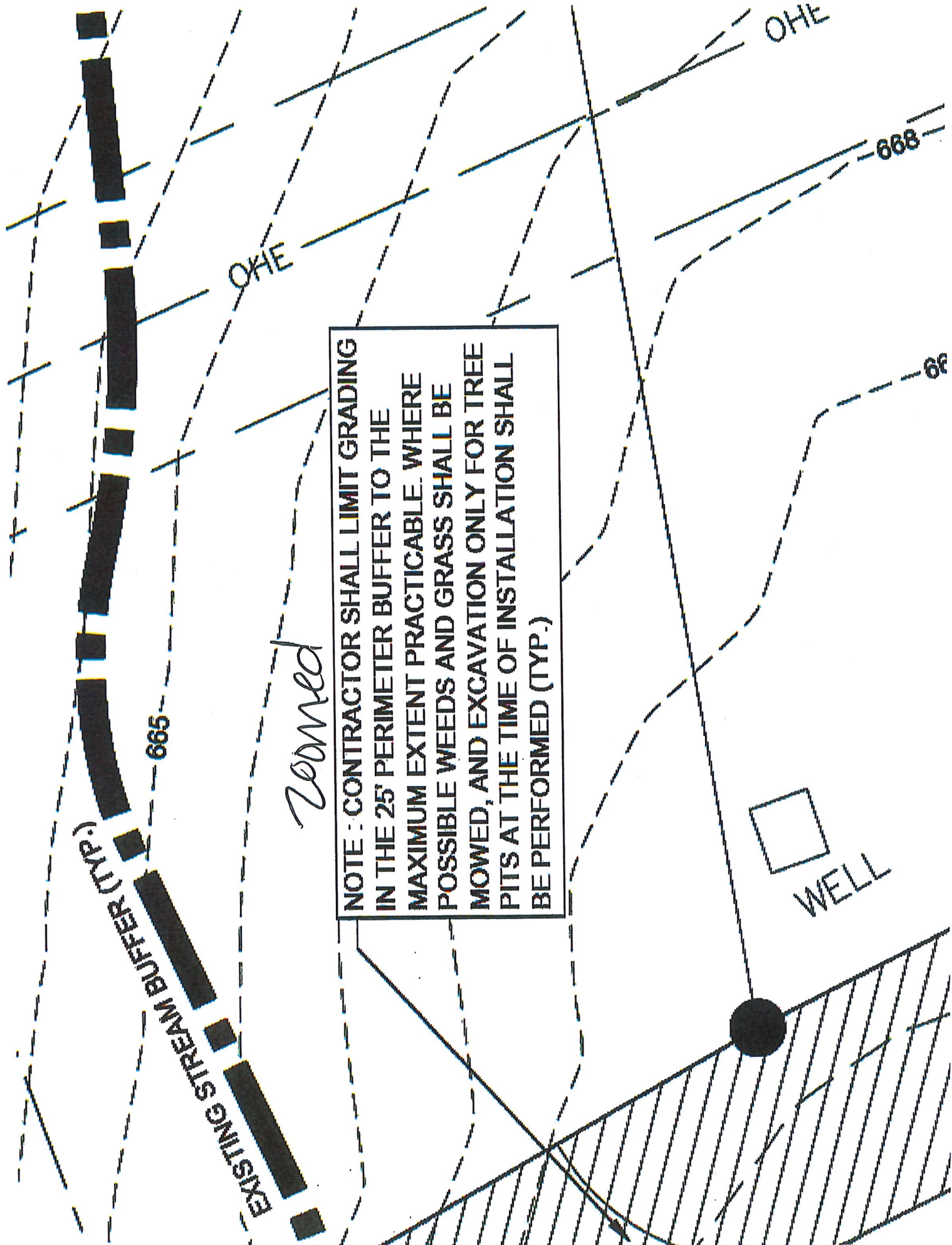
66

Zoomed

NOTE: CONTRACTOR SHALL LIMIT GRADING IN THE 25' PERIMETER BUFFER TO THE MAXIMUM EXTENT PRACTICABLE. WHERE POSSIBLE WEEDS AND GRASS SHALL BE MOWED, AND EXCAVATION ONLY FOR TREE PITS AT THE TIME OF INSTALLATION SHALL BE PERFORMED (TYP.)



WELL



zoned 1

PARKING CALCULATION :

1 SPACE / 100 SF = 1,120 SF (ASSEMBLY SPACE) /
100 SF = 11.2 = 12 SPACES

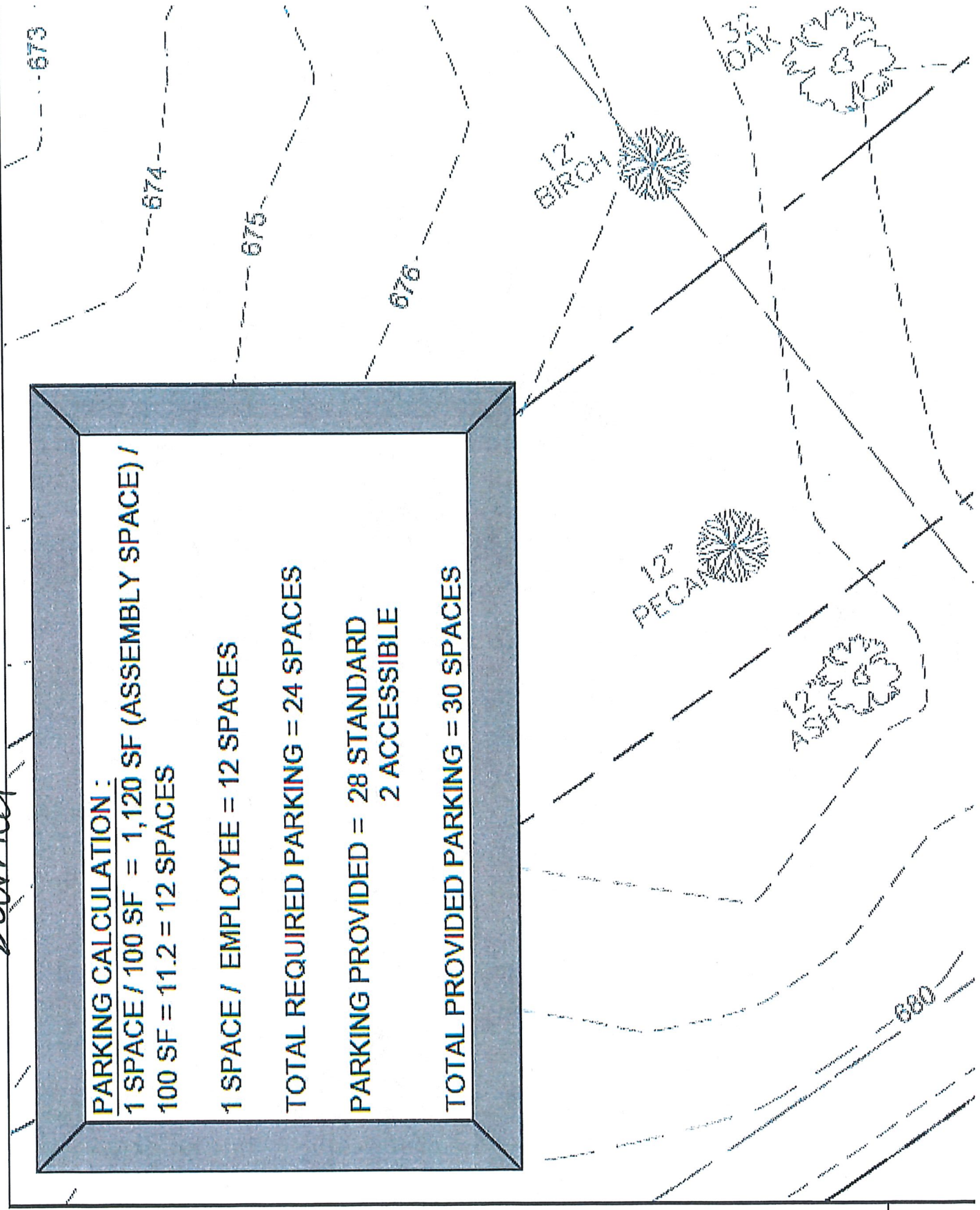
1 SPACE / EMPLOYEE = 12 SPACES

TOTAL REQUIRED PARKING = 24 SPACES

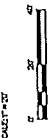
PARKING PROVIDED = 28 STANDARD
2 ACCESSIBLE

TOTAL PROVIDED PARKING = 30 SPACES

E



PRELIMINARY NOT FOR CONSTRUCTION



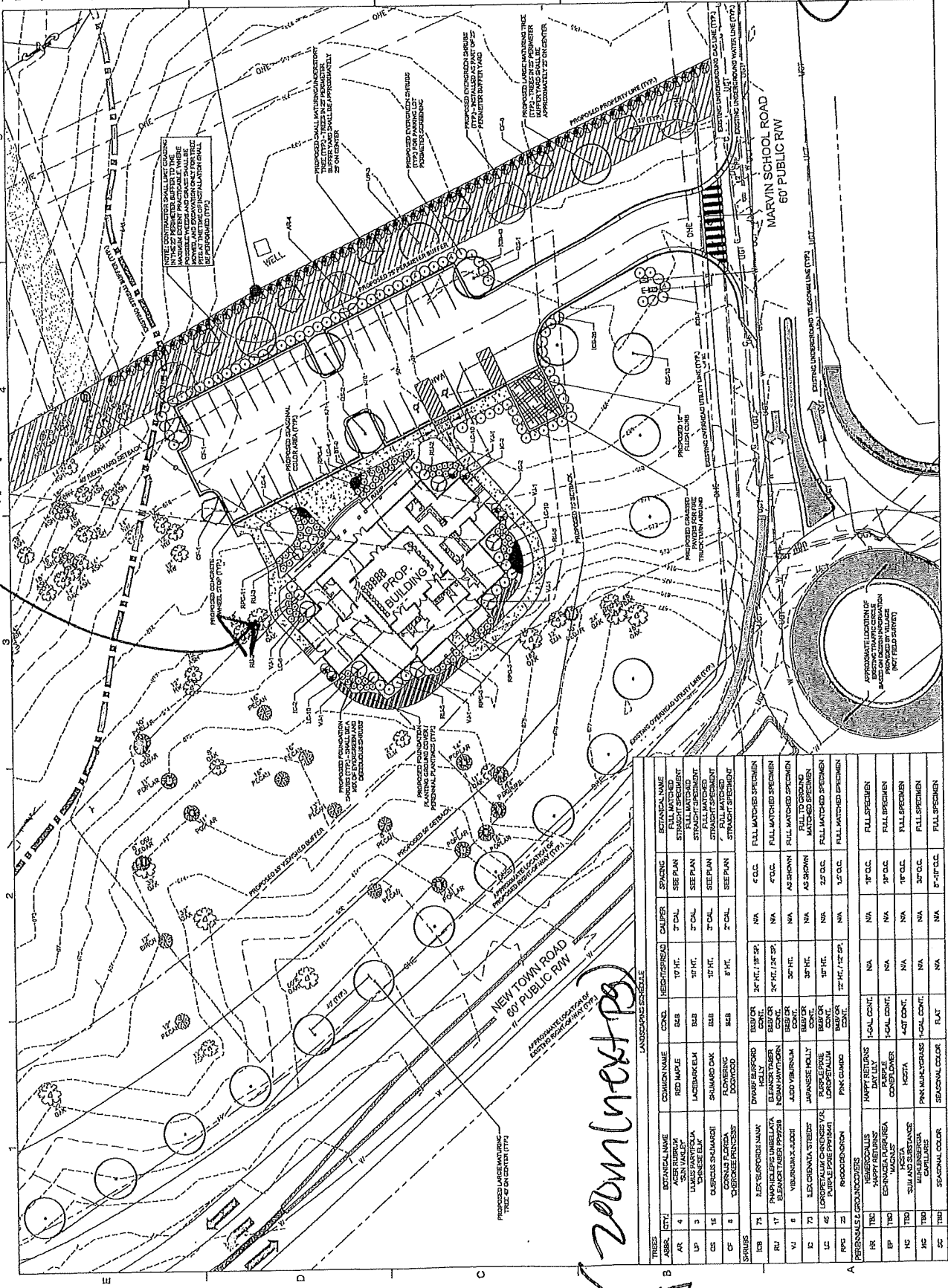
NO.	DATE	BY	DESCRIPTION
1			ISSUED FOR CLIENT COMMENTS
2			ISSUED FOR CLIENT COMMENTS
3			ISSUED FOR CLIENT COMMENTS

DRAWN BY: SK
 APPROVED BY: SK
 DATE: JANUARY 6, 2011
 TITLE: LANDSCAPE PLAN

LANDSCAPE PLAN

L1.01

Proposed Interior "Flip"



LANDSCAPE SCHEDULE

TREE	ABBV.	CITY	BOTANICAL NAME	COMMON NAME	CONTS.	HEIGHT/SPREAD	CALIPER	SPACING	BOTANICAL NAME	STANDARD SPECIMEN
AR	4		ASER RUPURUM	RED MAPLE	REB	10 FT.	3" CAL.	SEE PLAN	STANDARD SPECIMEN	FULL MATCHED SPECIMEN
UP	3		ULMUS AMERICANA	LACINIAE	REB	10 FT.	3" CAL.	SEE PLAN	STANDARD SPECIMEN	FULL MATCHED SPECIMEN
CS	15		QUERCUS SCUMORII	SHUMARD OAK	REB	10 FT.	3" CAL.	SEE PLAN	STANDARD SPECIMEN	FULL MATCHED SPECIMEN
CF	8		QUERCUS FLORIDA	FLORIDA OAK	REB	8 FT.	2" CAL.	SEE PLAN	STANDARD SPECIMEN	FULL MATCHED SPECIMEN
SPRUS	75		BUXUS BURPORDII	YEW	REB/CR	20 FT. / 10 FT. SP.	NA	4" O.C.	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
RI	17		FRAXINUS VIRGINIANA	WHITE BIRCH	REB/CR	20 FT. / 10 FT. SP.	NA	4" O.C.	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
V1	8		VIBURNUM A. LACINI	ASHBARK	REB/CR	30 FT.	NA	AS SHOWN	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
E2	73		LEX CHENATA	STEEDES	REB/CR	30 FT.	NA	AS SHOWN	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
LC	46		LONGIFOLIUM CHINENSES	PURPLE PALM	REB/CR	10 FT.	NA	4" O.C.	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
PPC	23		PRUNUS SPONDIUM	CHERRY	REB/CR	10 FT. / 10 FT. SP.	NA	1" O.C.	FULL MATCHED SPECIMEN	FULL MATCHED SPECIMEN
PERENNALS & GRASSES										
HR	180		HEMEROCALLIS	HAPPY BELLS	10-L	CONTS.	NA	1" O.C.	FULL SPECIMEN	FULL SPECIMEN
EP	170		EGONIA	WAGON WHEEL	10-L	CONTS.	NA	1" O.C.	FULL SPECIMEN	FULL SPECIMEN
NS	180		NOCTA	WAGON WHEEL	10-L	CONTS.	NA	1" O.C.	FULL SPECIMEN	FULL SPECIMEN
MC	180		MORNING GLORY	WAGON WHEEL	10-L	CONTS.	NA	1" O.C.	FULL SPECIMEN	FULL SPECIMEN
SC	180		SEASONAL COLOR	FLAT	FLAT	NA	NA	1" O.C.	FULL SPECIMEN	FULL SPECIMEN

20DM (next pg)

20m red

LANDSCAPING SCHEDULE

BR.	QTY.	BOTANICAL NAME	COMMON NAME	COND.	HEIGHT/SPREAD	CALIPER	SPACING	BOTANICAL NAME
R	4	ACER RUBRUM 'SUN VAKLEY'	RED MAPLE	B&B	10' HT.	3" CAL.	SEE PLAN	FULL MATCHED STRAIGHT SPECIMEN
IP	3	ULMUS PARVIFOLIA 'CHINESE ELM'	LACEBARK ELM	B&B	10' HT.	3" CAL.	SEE PLAN	FULL MATCHED STRAIGHT SPECIMEN
IS	16	QUERCUS SHUMARDII	SHUMARD OAK	B&B	10' HT.	3" CAL.	SEE PLAN	FULL MATCHED STRAIGHT SPECIMEN
IF	8	CORNUS FLORIDA 'CHEROKEE PRINCESS'	FLOWERING DOGWOOD	B&B	8' HT.	2" CAL.	SEE PLAN	FULL MATCHED STRAIGHT SPECIMEN
UBS								
JB	75	ILEX 'BURFORDII NANA'	DWARF BURFORD HOLLY	B&B/ OR CONT.	24" HT. / 18" SP.	N/A	4' O.C.	FULL MATCHED SPECIMEN
JU	17	PHAPHIOLEPIS UMBELLATA ELEANOR TABER PP#9398	ELEANOR TABER INDIAN HAWTHORN	B&B/ OR CONT.	24" HT. / 24" SP.	N/A	4' O.C.	FULL MATCHED SPECIMEN
JV	6	VIBURNUM X JUDDII	JUDD VIBURNUM	B&B/ OR CONT.	36" HT.	N/A	AS SHOWN	FULL MATCHED SPECIMEN
C	73	ILEX CRENATA 'STEEDS'	JAPANESE HOLLY	B&B/ OR CONT.	36" HT.	N/A	AS SHOWN	FULL TO GROUND MATCHED SPECIMEN
C	46	LOROPETALUM CHINENSIS V.R. PURPLE PIXIE PP#18441	PURPLE PIXIE LOROPETALUM	B&B/ OR CONT.	18" HT.	N/A	2.5' O.C.	FULL MATCHED SPECIMEN
CG	25	RHODODENDRON	PINK GUMBO	B&B/ OR CONT.	12" HT. / 12" SP.	N/A	1.5' O.C.	FULL MATCHED SPECIMEN
ENNIALS & GROUNDCOVERS								
IR	TBD	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAY LILY	1-GAL. CONT.	N/A	N/A	18" O.C.	FULL SPECIMEN
IP	TBD	ECHINACEA PURPUREA 'MAGNUS'	PURPLE CONEFLOWER	1-GAL. CONT.	N/A	N/A	18" O.C.	FULL SPECIMEN
IS	TBD	HOSTA 'SUM AND SUBSTANCE'	HOSTA	4-QT CONT.	N/A	N/A	18" O.C.	FULL SPECIMEN
IC	TBD	MUHLENBERGIA CAPILLARIS	PINK MUHLYGRASS	1-GAL. CONT.	N/A	N/A	30" O.C.	FULL SPECIMEN
IC	TBD	SEASONAL COLOR	SEASONAL COLOR	FLAT	N/A	N/A	8" -10" O.C.	FULL SPECIMEN

PRELIMINARY NOT
FOR CONSTRUCTION

SCALE

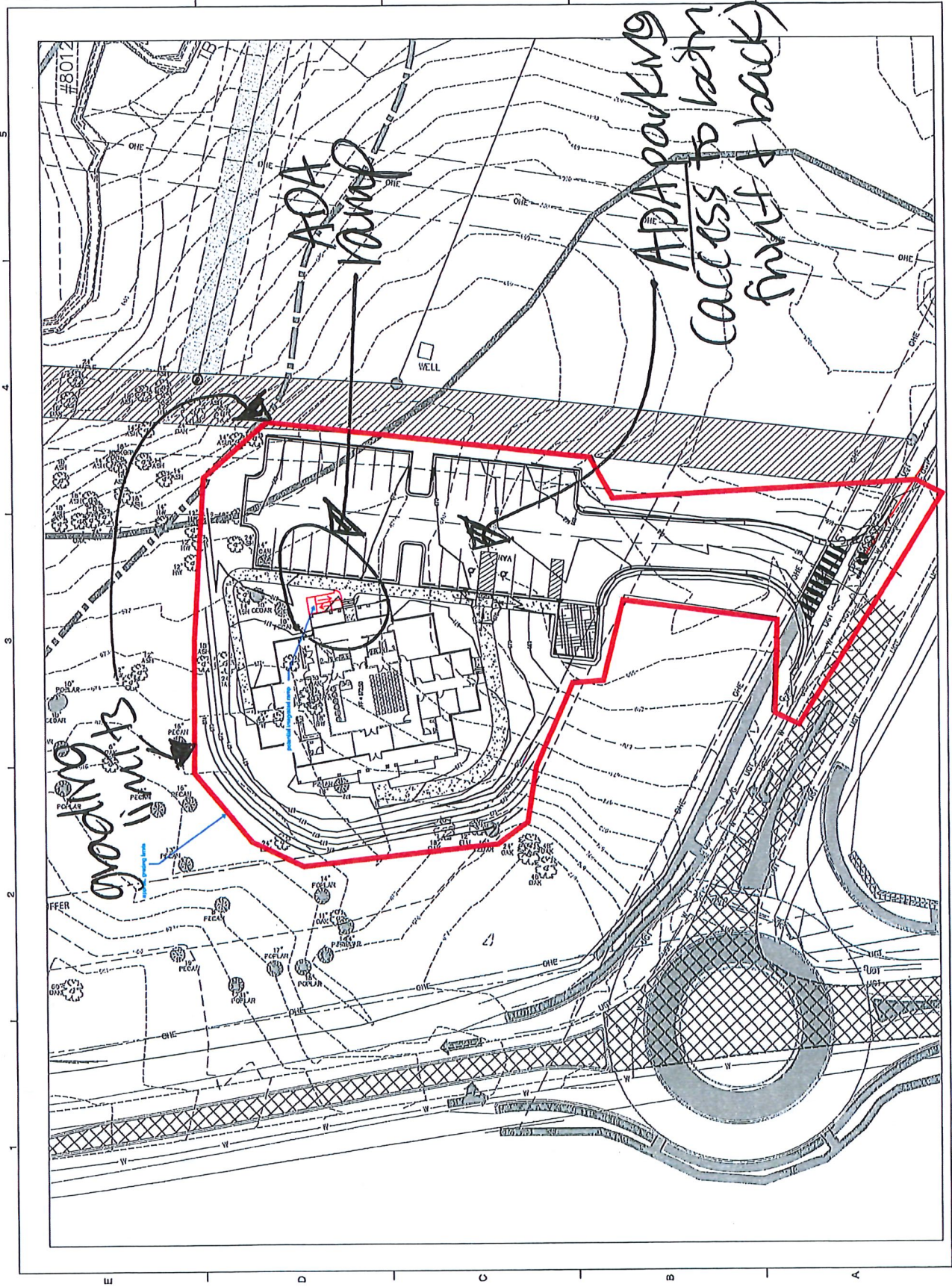
NET AREA

FOUR

NO.	DATE	BY	DESCRIPTION

DESIGNED BY	REV.

DATE	APPROVED BY	DATE	APPROVED BY



Administrator

From: Administrator
Sent: Tuesday, January 26, 2021 2:23 PM
To: John Urban; McMannis, Tristan
Cc: Jonathan
Subject: RE: 1-26-21 FW: Marvin - MEP Questions

Responses in Purple as requested, Tristan to confirm others

From: John Urban <johnurban@urbanaia.com>
Sent: Tuesday, January 26, 2021 10:58 AM
To: Administrator <administrator@marvinnc.gov>; McMannis, Tristan <tmcmannis@Dewberry.com>
Cc: Jonathan <jonathan@urbanaia.com>
Subject: 1-26-21 FW: Marvin - MEP Questions

Christina & Tristan,

PME has questions regarding a myriad of items below:
Please make an attempt at responding, and we'll work to fill in the rest.

My comment are in red.

JOHN URBAN AIA, LEED AP
Principal



1242 Mann Drive Suite 200 Matthews, NC 28105
T: 704.841.1899 X11 F: 704.841.8440
URBAN**AIA**.com

Please see below for our questions related to MEP design.

General:

- Please provide a furniture and appliance layout.
UAG: Christina if there are special outlet locations you need to have please annotate on a dwg and send back, otherwise we'll mark-up a plan and send to PME

Owner: Will defer to UAG

- What appliances are in the Break room?

UAG: We assume a refrigerator -full size and countertop microwave

Owner: Correct

Plumbing:

- Is gas service available? The original location had gas service.

Civil:

- Please provide utility plan with sanitary exit point, water entering point and proposed gas meter location.

Civil:

- Please verify on how the building roof will be drained.

UAG: Gutters and downspouts- jonathan can send roof plan

- Will the building be sprinklered?

UAG: No

Mechanical:

- Where do they want the condensing units placed?

Civil:

UAG: Prefer along side away from street and parking

- Does the owner want gas furnaces or Air Handlers w/ electric heat? The original design utilized gas furnaces.

UAG: suggest sticking w/ gas

Owner: Will defer to UAG

- In order to place furnaces (or AHUs) above ceiling, we would need 27" between bottom of truss and top of lay-in ceiling. Can you accommodate, or, do these need to be located in the attic trusses? If so, we would need 29"x60"x27" (WxLxH) clear space to accommodate.

UAG: we need to get you bldg sections- we have closets to set units in and space above ceilings. The entire roof structure is nothing but pitched roof trusses.

- We were thinking of sidewall diffusers for the meeting room. Does the architect agree on this or does he prefer floor diffusers? Height is 22.5 ft

UAG: linear slot side wall is what we are proposing about 12'-15' AFF in main space

- Does the Owner want any heat on the front or back porch areas? More than likely this would be infrared electric heaters.

UAG: would not suggest doing so.

Owner: no

Electrical:

- We will be using the same service voltage as with the original design, which is 208V/3ph. Any issues with this?

UAG: Stick with original

- If gas is available, does the owner want a gas generator?

UAG: owner did indicate need

Owner: no

- Does the owner want the entire building service on backup power?

Owner: yes

- Lighting

- The original design had 'C' fixtures at the front and back of the Meeting room. Does the owner or your office want this as well for the new design?

UAG: Don't recall what C fixtures are- have new RCP for meeting room

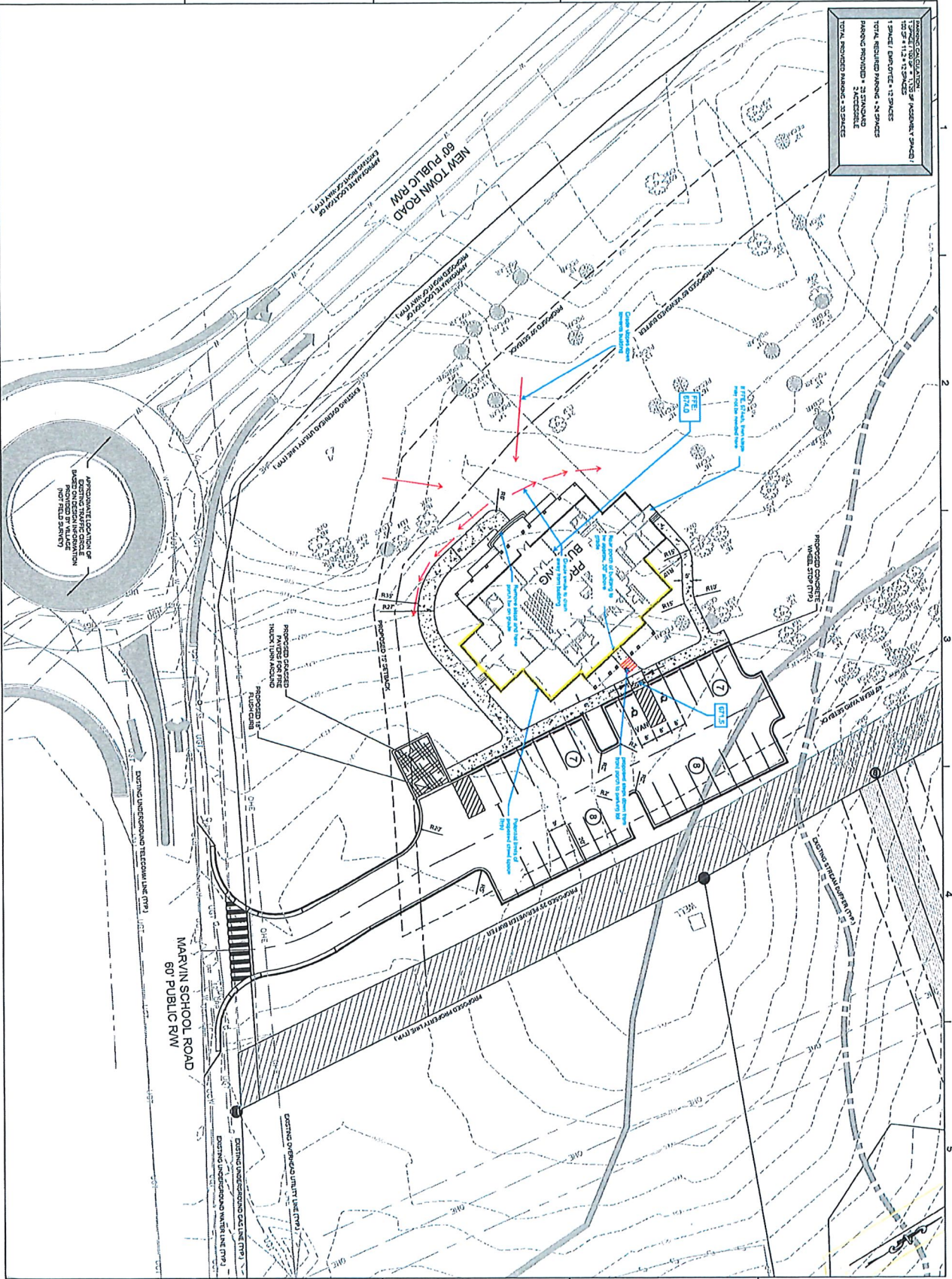
- Please confirm exterior sconce locations and fixture types. Please see the original design and verify if you want something similar.

UAG: Jonathan can provide spec and locations

- Please verify if you want LED Wall Flood Lights at all the corners of the building like the previous design (Lighting Fixture type H).

UAG: Stick with security lighting at corners- the question will be timeclock, motion sensor etc. All security fixtures to be "white"

Owner: Will defer to UAG



PARKING CALCULATION
 1 SPACE PER 100 SF OF GROSS AREA (PER 2009 IBC)
 1 SPACE PER 125 SF OF GROSS AREA (PER 2009 IBC)
 TOTAL REQUIRED PARKING = 24 SPACES
 PARKING PROVIDED = 23 SPACES
 TOTAL PROVIDED PARKING = 23 SPACES

Dewberry
 Dewberry Engineering Inc.
 1100 N. 1st Street, Suite 100
 Minnetonka, MN 55345
 (763) 881-8000
 WWW.DEWBERRY.COM

VILLAGE OF MARVIN

PRELIMINARY
SITE DEVELOPMENT PLAN

WWW.VG.MN

SCALE: 1" = 20'

KEY PLAN

PRELIMINARY NOT FOR CONSTRUCTION

DATE: 04/14/2011

DRAWN BY: [redacted]

CHECKED BY: [redacted]

DATE: 04/14/2011

TITLE: **SITE PLAN**

C1.01

NEIGHBORHOOD STREET SIGN REPLACEMENT PROJECT

VILLAGE OF MARVIN
PRESENTED BY FASTSIGNS
REP: PHILLIP BROOME
1/18/21



PROVIDENCE ESTATES

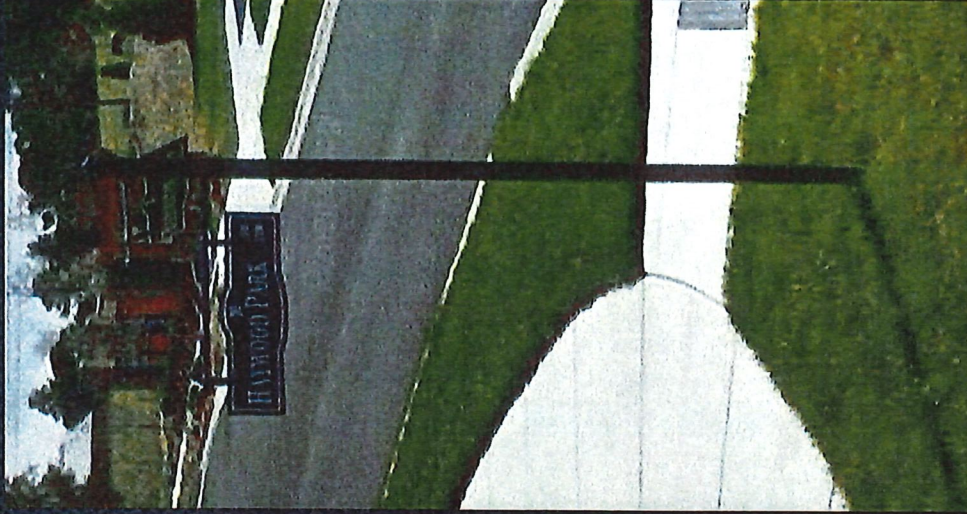
- NEEDS NEW POSTS, FINIALS, BASES, AND BLADE HOLDERS
- QUANTITIES:
 - POLES: 7
 - BLADES: 14



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COURTYARDS

- NEEDS NEW BLADE HOLDERS
- QUANTITIES:
 - BLADES: 6



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BEECHWOOD

- NEEDS NEW POSTS, FINIALS, BASES, AND BLADE HOLDERS
- QUANTITIES
 - POLES: 3
 - BLADES: 6



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WOODLAND FOREST

- NEEDS NEW POSTS, FINIALS, BASES, AND BLADE HOLDERS
- QUANTITIES
 - POLES: 1
 - BLADES: 2



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FIRETHORNE

- NEEDS NEW BLADE HOLDERS
- QUANTITIES:
 - BLADES: 16



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THE PRESERVE

- NEEDS NEW BLADE HOLDERS
- QUANTITIES:
 - BLADES: 14



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MARVIN CREEK

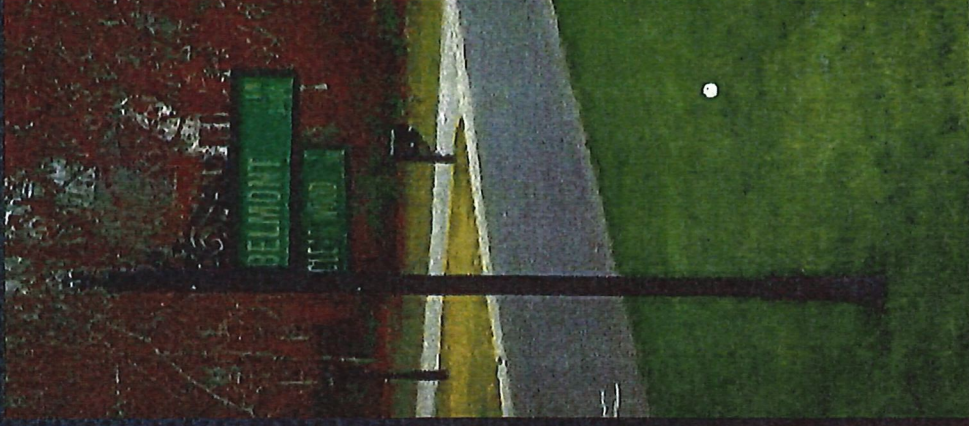
- NEEDS NEW BLADE HOLDERS
- QUANTITIES:
 - BLADES: 2



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TULLAMORE/AMBER MEADOWS

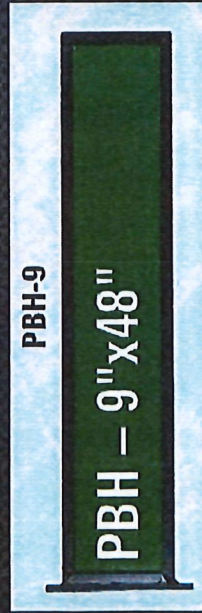
- NEEDS NEW BLADE HOLDERS
- QUANTITIES:
 - BLADES: 12



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BLADE HOLDERS

SLIDE-IN



HANGING



COMPLETE POST SETUP

POST



FINIAL



BASE



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7510 Pineville-Matthews Rd, Ste 8A
Charlotte, NC 28226
(704) 841-4033

ESTIMATE

E-SC-59770

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<https://www.fastsigns.com/419>

DESCRIPTION: Marvin Creek: Street Blade Holders *NO SCROLL*

Bill To: Marvin Efird Park
8909 New Town Rd
Waxhaw, NC 28173
US

Installed: Marvin Efird Park
Derek Durst
Marvin Creek
Marvin, NC 28173
US

Requested By: Derek Durst
Email: parkmanager@marvinnc.org
Work Phone: (704) 843-1680

Salesperson: Phillip Broome
Email: Phillip.broome@fastsigns.com
Work Phone: 704-841-4033
Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 PBH Slide-in Blade Holders @ 54"w x 9"h *estimated width*	2	\$238.30	\$476.60
2 REMOVAL/INSTALLATION: 2 total blades	1	\$137.36	\$137.36
Subtotal:			\$613.96
Taxes:			\$44.51
Grand Total:			\$658.47

Signature: _____ Date: _____

ALL ESTIMATES ARE GOOD FOR 30 DAYS

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 Charlotte, NC 28226
 (704) 841-4033

ESTIMATE

E-SC-59771

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Tullamore/Amber Meadows: Street Blade Holders *NO SCROLL*

Bill To: Marvin Efird Park
 8909 New Town Rd
 Waxhaw, NC 28173
 US

Installed: Marvin Efird Park
 Derek Durst
 Tullamore/Amber Meadows
 Marvin, NC 28173
 US

Requested By: Derek Durst
 Email: parkmanager@marvinnnc.org
 Work Phone: (704) 843-1680

Salesperson: Phillip Broome
 Email: Phillip.broome@fastsigns.com
 Work Phone: 704-841-4033
 Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 PBH Slide-in Blade Holders @ 54"w x 9"h *estimated width*	12	\$233.1767	\$2,798.12
2 REMOVAL/INSTALLATION: 12 total blades	1	\$546.45	\$546.45
		Subtotal:	\$3,344.57
		Taxes:	\$242.48
		Grand Total:	\$3,587.05

Signature: _____ Date: _____

*****ALL ESTIMATES ARE GOOD FOR 30 DAYS*****
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(704) 841-4033

ESTIMATE E-SC-59769

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: The Preserve: Street Blade Holders *NO SCROLL*

Bill To: Marvin Efirid Park
8909 New Town Rd
Waxhaw, NC 28173
US

Installed: Marvin Efirid Park
Derek Durst
The Preserve
Marvin, NC 28173
US

Requested By: Derek Durst
Email: parkmanager@marvinnc.org
Work Phone: (704) 843-1680

Salesperson: Phillip Broome
Email: Phillip.broome@fastsigns.com
Work Phone: 704-841-4033
Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 PBH Slide-in Blade Holders @ 54"w x 9"h *estimated width*	14	\$232.7464	\$3,258.45
2 REMOVAL/INSTALLATION: 14 total blades	1	\$637.36	\$637.36
Subtotal:			\$3,895.81
Taxes:			\$282.45
Grand Total:			\$4,178.26

Signature: _____ Date: _____

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ESTIMATE

E-SC-59766

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Courtyards: Street Blade Holders *NO SCROLL*

Bill To: Marvin Efird Park
 8909 New Town Rd
 Waxhaw, NC 28173
 US

Installed: Marvin Efird Park
 Derek Durst
 Courtyards
 Marvin, NC 28173
 US

Requested By: Derek Durst
 Email: parkmanager@marvinncc.org
 Work Phone: (704) 843-1680

Salesperson: Phillip Broome
 Email: Phillip.broome@fastsigns.com
 Work Phone: 704-841-4033
 Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 SBH Hanging Blade Holders @ 54"w x 9"h *estimated width*	6	\$226.6633	\$1,359.98
2 REMOVAL/INSTALLATION: 6 total blades	1	\$273.73	\$273.73
Subtotal:			\$1,633.71
Taxes:			\$118.44
Grand Total:			\$1,752.15

Signature: _____ Date: _____

ALL ESTIMATES ARE GOOD FOR 30 DAYS
 Thank you for choosing FASTSIGNS!



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(704) 841-4033

ESTIMATE

E-SC-59768

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Firethorne: Street Blade Holders *NO SCROLL*

Bill To: Marvin Efird Park
8909 New Town Rd
Waxhaw, NC 28173
US

Installed: Marvin Efird Park
Derek Durst
Firethorne
Marvin, NC 28173
US

Requested By: Derek Durst
Email: parkmanager@marvinnc.org
Work Phone: (704) 843-1680

Salesperson: Phillip Broome
Email: Phillip.broome@fastsigns.com
Work Phone: 704-841-4033
Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 PBH Slide-In Blade Holders @ 54"w x 9"h *estimated width*	16	\$232.3206	\$3,717.13
2 REMOVAL/INSTALLATION; 16 total blades	1	\$728.27	\$728.27
Subtotal:			\$4,445.40
Taxes:			\$322.30
Grand Total:			\$4,767.70

Signature: _____ Date: _____

ALL ESTIMATES ARE GOOD FOR 30 DAYS

Thank you for choosing FASTSIGNS!



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(704) 841-4033

ESTIMATE E-SC-59773

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Beechwood: Replacing Existing Posts

Bill To: Marvin Efir Park
8909 New Town Rd
Waxhaw, NC 28173
US

Installed: Marvin Efir Park
Derek Durst
Beechwood
Marvin, NC 28173
US

Requested By: Derek Durst
Email: parkmanager@marvinnnc.org
Work Phone: (704) 843-1680

Salesperson: Phillip Broome
Email: Phillip.broome@fastsigns.com
Work Phone: 704-841-4033
Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 All New Decorative Black Posts - 12ft Fluted Post - Pineapple Finial - 300 Series Base - PBH Slide-in Blade Holders @ 54"w x 9"h *estimated width* (2 per post)	3	\$931.7267	\$2,795.18
2 REMOVAL/INSTALLATION: 3 total posts	1	\$751.00	\$751.00
Subtotal:			\$3,546.18
Taxes:			\$257.09
Grand Total:			\$3,803.27

Signature: _____ Date: _____

ALL ESTIMATES ARE GOOD FOR 30 DAYS
Thank you for choosing FASTSIGNS!



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 (704) 841-4033

ESTIMATE

E-SC-59772

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Providence Estates: Replacing Existing Posts

Bill To: Marvin Efird Park
 8909 New Town Rd
 Waxhaw, NC 28173
 US

Installed: Marvin Efird Park
 Derek Durst
 Providence Estates
 Marvin, NC 28173
 US

Requested By: Derek Durst
 Email: parkmanager@marvinnc.org
 Work Phone: (704) 843-1680

Salesperson: Phillip Broome
 Email: Phillip.broome@fastsigns.com
 Work Phone: 704-841-4033
 Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 All New Decorative Black Posts - 12ft Fluted Post - Pineapple Finial - 300 Series Base - PBH Slide-in Blade Holders @ 54"w x 9"h *estimated width* (2 per post)	7	\$922.0143	\$6,454.10
2 REMOVAL/INSTALLATION: 7 total posts	1	\$1,751.00	\$1,751.00
Subtotal:			\$8,205.10
Taxes:			\$594.87
Grand Total:			\$8,799.97

Signature: _____ Date: _____

ALL ESTIMATES ARE GOOD FOR 30 DAYS

Thank you for choosing FASTSIGNS!



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 Charlotte, NC 28226
 (704) 841-4033

ESTIMATE

E-SC-59774

More Than Fast. More Than Signs.
<https://www.fastsigns.com/419>

DESCRIPTION: Woodland Forest: Replacing Existing Posts

Bill To: Marvin Efird Park
 8909 New Town Rd
 Waxhaw, NC 28173
 US

Installed: Marvin Efird Park
 Derek Durst
 Woodland Forest
 Marvin, NC 28173
 US

Requested By: Derek Durst
 Email: parkmanager@marvinnc.org
 Work Phone: (704) 843-1680

Salesperson: Phillip Broome
 Email: Phillip.broome@fastsigns.com
 Work Phone: 704-841-4033
 Cell Phone: 704-574-7534

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 All New Decorative Black Posts - 12ft Fluted Post - Pineapple Finial - 300 Series Base - PBH Slide-In Blade Holders @ 54"w x 9"h *estimated width* (2 per post)	1	\$943.27	\$943.27
2 REMOVAL/INSTALLATION: 1 total post	1	\$251.00	\$251.00
Subtotal:			\$1,194.27
Taxes:			\$86.59
Grand Total:			\$1,280.86

Signature: _____ Date: _____

*****ALL ESTIMATES ARE GOOD FOR 30 DAYS*****
Thank you for choosing FASTSIGNS!

Item G. l. h.

Administrator

From: Administrator
Sent: Tuesday, January 26, 2021 3:06 PM
To: Brian Matthews
Subject: RE: Draft Interlocal Agreement

Hi Brian,

Questions I have:

- 1) Section 2: You want us to agree to only have our jurisdiction supplied by Union County for Water/WW for the length of the agreement unless UC approves, correct? What benefit does the municipality receive from this? Do we get a rate stabilization agreement with this?
- 2) Sections 3 and 4: Understood entirely as that is how operations work now; however, is the County agreeing to pay 100% expansion costs of any identified project in the CIP so long as its communicated accordingly? As you know, most projects that require expansion would be privately funded so we would not have any communication on those projects; however, any municipal lead projects could lead to the expansion of infrastructure and I am curious how that would work. For example, along New Town Road (basically from Marvin School Road and Marvin Road)...there are no lines and the Village is considering implementing an overlay downtown district here in which we would want avail water/sewer. Would the County supply full cost of this so long as this project is identified in the CIP? And if so, how far in advance does this work? The agreement says 5 years of transmission of such information, but what if this project is planned for next year?
- 3) Section 5—just more reports/more staff time on our end. Understood.
- 4) Section 6: This is huge if I understand correctly. First, I don't know if anyone understands the definition of a "package plant" which should be better defined here. In addition, if a development comes into our jurisdiction or ETJ with essentially a self-contained treatment operation and abandons it, we would then be responsible for it...Correct? I see the benefit to UC for this because it leaves you all no time to prepare for necessary infrastructure, but I don't see the benefit to municipalities at all on this one. It puts more exposure and liability on us for no true benefit at all. Please correct me if there is something I am missing here or have interpreted it wrong.

I have a board meeting Thursday so I can go over with them, but those are my personal thoughts and questions thus far. Overall, I see little benefit for municipalities with this agreement other than the cost of infrastructure being paid for by the County in an identified CIP project so my board will need to decide if that is worth it at this time. If there was a rate stabilization that went along with this agreement, that would help tremendously. I understand UC likely needs this to help plan accordingly and prepare for growth, but I think there needs to be a little benefit to municipalities as well other than just assisting in Municipal led projects, but my board may see this differently and I cannot speak for them directly; I will update you after the meeting, but any rebuttals to this before my meeting would help me interpret the County's push for this agreement.

Thanks,

Christina Amos
Manager
10004 New Town Road
Marvin, NC 28173
(704) 843-1680

Pursuant to North Carolina General Statutes, Chapter 132, et.seq., this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

From: Brian Matthews <brian.matthews@unioncountync.gov>
Sent: Tuesday, January 26, 2021 10:43 AM
To: Administrator <administrator@marvinnc.gov>
Subject: RE: Draft Interlocal Agreement

We are hoping to get comments back by 1/29. I understand this is quick considering you did not receive the original email.

Thank you

Brian Matthews

----- Original message -----

From: Administrator <administrator@marvinnc.gov>
Date: 1/26/21 10:07 AM (GMT-05:00)
To: Brian Matthews <brian.matthews@unioncountync.gov>
Subject: RE: Draft Interlocal Agreement

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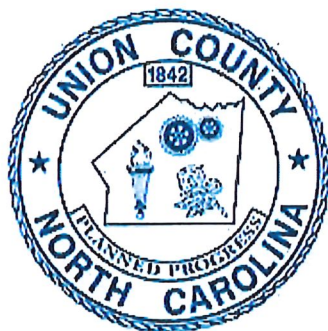
Received now. I am unsure about the initial email, but regardless—when are you looking to have this approved by?

From: Brian Matthews <brian.matthews@unioncountync.gov>
Sent: Friday, January 22, 2021 3:20 PM
To: Administrator <administrator@marvinnc.gov>
Subject: RE: Draft Interlocal Agreement

My apologies if we did not send this to the correct email.

Brian

Brian Matthews, AICP
Assistant County Manager



**Union County Government
Central Administration**
500 N. Main Street
Monroe, NC 28112

T 704.292.2597
Brian.Matthews@unioncountync.gov
www.unioncountync.gov

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From: Administrator [<mailto:administrator@marvinncc.gov>]

Sent: Friday, January 22, 2021 2:10 PM

To: Brian Matthews <brian.matthews@unioncountync.gov>; Cheryl Bennett (clerk@wesleychapelnc.com) <clerk@wesleychapelnc.com>; Ed Humphries <ehumphries@fairviewnc.gov>; 'Lisa Thompson' <lthompson@townofweddington.com>; 'townofunionville@aol.com' <townofunionville@aol.com>; 'msvickybrooks@aol.com' <msvickybrooks@aol.com>; Marvin NC Manager <manager@marvinncc.gov>; Cheri Clark <cheri.clark@lakeparknc.gov>

Subject: Re: Draft Interlocal Agreement

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Can you please send the first email to this

From: Brian Matthews <brian.matthews@unioncountync.gov>

Sent: Friday, January 22, 2021 1:42 PM

To: Cheryl Bennett (clerk@wesleychapelnc.com) <clerk@wesleychapelnc.com>; Ed Humphries <ehumphries@fairviewnc.gov>; 'Lisa Thompson' <lthompson@townofweddington.com>; 'townofunionville@aol.com' <townofunionville@aol.com>; 'msvickybrooks@aol.com' <msvickybrooks@aol.com>; Marvin NC Manager <manager@marvinncc.gov>; Cheri Clark <cheri.clark@lakeparknc.gov>

Subject: Draft Interlocal Agreement

Hello everyone

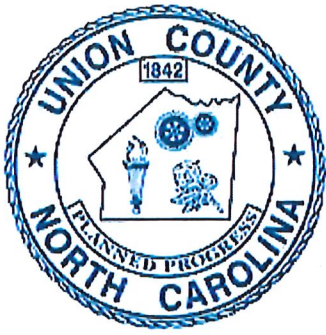
I am sending out a reminder to provide your written comments on the draft interlocal by January 29th. We understand that this is a significant issue, especially with our current capacity issues, which is why we need your feedback. Receiving your comments by the 29th will allow us time to review and have an open dialogue of possible changes in anticipation of a spring meeting with our Board. Thank you, if you have already submitted your comments; if not, we would appreciate your feedback by the 29th. If you have questions or need any clarification, please do not hesitate to contact me.

Brian Matthews, AICP

Assistant County Manager

**Union County Government
Central Administration**
500 N. Main Street
Monroe, NC 28112

T 704.292.2597
Brian.Matthews@unioncountync.gov
www.unioncountync.gov



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OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704)283-3810 • Fax (704)282-0121

Via Electronic Mail: joepollino@marvinnc.org

January 22, 2021

Mayor Joe Pollino
Village of Marvin
10004 New Town Road
Marvin, NC 28173

Dear Mayor Pollino:

I wanted to reach out to you regarding the draft interlocal agreement that was sent to your jurisdiction before Christmas. As I am sure you are aware County staff had discussions with municipal representatives to discuss opportunities for partnership and a more formal relationship when it comes to water and sewer operations. We would like to receive any feedback that you have by January 29. Receiving feedback by this date will allow us to move forward with discussions and hopefully finalize the agreements before the end of spring. I am aware of the significance of this type of agreement and would be happy to talk to you if that would be helpful. We look forward to continuing these discussions and continuing to better solidify the relationships we have.

Sincerely,

A handwritten signature in blue ink that reads "Richard B. Helms Sr.".

Richard B. Helms, Sr.
Chairman

**NORTH CAROLINA
UNION COUNTY**

THIS INTERLOCAL AGREEMENT is entered into this the _____ day of _____, 2021, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter "County"), and **[MUNICIPALITY NAME]**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter "Municipality").

WHEREAS, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 160A-460 *et seq.*, 153A-278, and 153A-445, as well as all other applicable law, to enter into interlocal agreements and partnerships for the provision of utility and public enterprise services, including water and wastewater services; and

WHEREAS, County owns a water and wastewater public enterprise utility and associated utility infrastructure which serves customers within Municipality's jurisdiction; and

WHEREAS, County and Municipality desire to set forth certain understandings related to County's water and wastewater utility, County's provision of such utility services within Municipality's jurisdiction, and Municipality's role in associated planning; and

WHEREAS, outlining these mutual understandings and duties of County and Municipality relating to County's public enterprise utility and the provision of water and wastewater public enterprise utility service within Municipality's jurisdiction will foster cooperation, understanding, and planned progress for County's utility operations and Municipality's strategic planning.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to set forth certain understandings between County and Municipality regarding County's water and wastewater public enterprise utility, and Municipality's role regarding certain aspects of the utility, including utility operations within Municipality's jurisdiction, utility extensions, upsizing of utility infrastructure, utility planning efforts, and package plants.



2. **COUNTY AS WATER/WASTEWATER PUBLIC ENTERPRISE UTILITY PROVIDER WITHIN MUNICIPALITY'S JURISDICTION.** County and Municipality acknowledge that County currently owns and operates (itself or through contract) a water and wastewater public enterprise utility (the "Utility") that exists, and serves customers, within Municipality's corporate limits. Municipality agrees that County is authorized to own, operate, improve, enlarge, extend, construct, and maintain the Utility and associated infrastructure within Municipality's corporate limits (whether itself or through a contract with another entity, which may include, without limitation, the Union County Water and Sewer District). Municipality further agrees that (i) it will, in accordance with applicable law, not approve the provision of water and/or wastewater



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service by any public enterprise utility except the Utility within Municipality's jurisdiction, without receiving the consent of Union County; and (ii) Municipality shall not, during the term of this Agreement, acquire, construct, establish, own, operate, or contract for the operation of a water and/or wastewater utility within its municipal boundaries, without receiving the consent of Union County.

3. **MUNICIPALITY-OWNED DEVELOPMENTS AND IMPROVEMENTS TO PROPERTY NECESSITATING UTILITY'S SERVICE AND EXTENSIONS.**

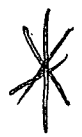
as YES IS NOW

Municipality agrees and understands that for any property that Municipality owns and is developing itself which requires the extension of existing infrastructure of the Utility, Municipality is responsible for the costs and construction of such extension in accordance with County's ordinances, policies, procedures, and specifications then in effect. This includes Municipality being considered as a developer under Article IV of Chapter 34 of the Union County Code, or any successor code provisions, ordinance, policy, or procedures of County related to extension of the Utility's infrastructure for development. County shall only be responsible for any associated costs as expressly set forth in County's ordinances, policies, procedures, and specifications then in effect related to such development and extensions.

Same

4. **UPSIZING INFRASTRUCTURE.** Municipality understands and agrees that for any property that Municipality itself owns and is developing which requires the increase in size of existing Utility infrastructure to serve such development with water or wastewater services ("Upsized Infrastructure"), Municipality is responsible for the costs and construction of Upsized Infrastructure in accordance with County's ordinances, policies, procedures, and specifications then in effect.

However, County agrees to be responsible for the cost and construction of Upsized Infrastructure if all of the following conditions are met:



- (i) the Upsized Infrastructure is included as part of County's adopted Capital Improvement Program ("CIP") and Master Plan for the Utility;
- (ii) Municipality has materially met the requirements for CIP and Master Plan input set forth in Section 5 of this Agreement; and
- (iii) Municipality follows all other requirements for Upsized Infrastructure as set forth in County's ordinances, policies, procedures, and specifications then in effect, as a developer and owner of such property subject to development.

5. **MUNICIPALITY INPUT INTO COUNTY CIP OR MASTER PLAN.** County and Municipality shall endeavor to work collaboratively together as County updates its CIP and Master Plan for the Utility. Municipality agrees that it will timely provide County all reasonably requested data and information related to its development and growth plans and approvals. Municipality agrees to provide County with data concerning all approved and pending rezonings on at least an annual basis, in a format and schedule agreed upon by the staff of County and Municipality. Municipality shall also annually provide County information regarding any of its own development projects that may

more annual reports needed

~~require connection to Utility's infrastructure within the next five (5) years from the date of transmission of such information. County agrees to consider all such information and potential project inclusion as part of its drafting and adoption of the CIP and Master Plan for the Utility when such programs and plans are being created or updated.~~

6. **MUNICIPALITY RESPONSIBILITY FOR CERTAIN PACKAGE PLANTS.** ~~If Municipality approves any development within its planning jurisdiction (whether within its corporate limits or extraterritorial jurisdiction), which development is served by a package wastewater treatment facility treating wastewater generated within the development (a "Package Plant"), Municipality agrees to be responsible for all operation and maintenance costs of such Package Plant for the operational life of the Package Plant in the event that the Developer or subsequent owner ceases to provide for the sound operation and maintenance of the Package Plant. This includes, without limitation, in the event of a developer or homeowners' association ceasing its own operation of a Package Plant, with the Utility assuming ownership and/or operation of such Package Plant.~~

7. **TERM AND TERMINATION.** This Agreement shall become effective as of its mutual execution by both parties (the "Effective Date"). The Agreement shall have a term of thirty (30) years from the Effective Date. Either party may terminate this Agreement, without cause, by giving at least two (2) years' written notice that it wishes to terminate the Agreement to the other party.

In the event of material breach of the Agreement by either party, the non-breaching party shall provide written notice to the breaching party who will have ninety (90) days during which to cure such breach. In the event the breaching party fails to cure the breach within ninety (90) days, the non-breaching party may terminate this Agreement upon provision of one hundred and eighty (180) days written notice to the breaching party.

8. **PERSONNEL.** All personnel responsible for administration of this Agreement who are employed by County or Municipality shall remain in all respects employees of County or Municipality respectively.
9. **PROPERTY OWNERSHIP.** Nothing in this Agreement shall be interpreted as to change or transfer any ownership in property of County or Municipality.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties related to the issues set forth herein. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.
11. **AMENDMENT.** This Agreement may be amended upon adoption of written amendments executed in writing on behalf of each respective governing body.
12. **JOINT EFFORTS.** This Agreement shall be considered for all purposes as prepared

through the joint efforts of the both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.

13. **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.
14. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County and Municipality shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
15. **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants each to the other the existence of all capacity, authority, resolutions, and actions necessary to execute and enter into this Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURES
FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

ATTEST

UNION COUNTY

Lynn G. West
Clerk to the Board

William M. Watson
County Manager

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

Finance Officer

ATTEST

[MUNICIPALITY NAME]

Clerk

Manager

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

Finance Officer