



**A. CALL TO ORDER**

**B. CONSIDER ALLOWING REMOTE PARTICIPATION**

**C. ADOPTION OF THE AGENDA**

**D. ADOPTION OF THE PREVIOUS MINUTES**

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**E. PLEDGE OF ALLEGIANCE**

**F. PUBLIC COMMENT PERIOD**

*Please sign-in if you wish to address the Village Council, only those signed in prior to the beginning of the meeting will be allowed to speak. Speakers shall approach the podium when called and shall state their name and address for the record. Each speaker has 3 minutes to speak. The Council may request that one person speak on behalf of large groups expressing the same opinion. The public comment period is limited to 30 minutes.*

*A person who interrupts, disturbs, or disrupts an official meeting is guilty of a misdemeanor. A person who interrupts a meeting and is asked to leave the meeting by the presiding officer and refuses is also guilty of a misdemeanor. (§143-318.17. Disruptions of official meetings.)*

**G. FEEDBACK FROM THE PREVIOUS PUBLIC COMMENT PERIOD**

**H. PRESENTATIONS**

**I. REPORTS AND UPDATES**

1. Manager's Report
  - Streetlight Engineer Report Update (Planning Board Request)

2. Planner's Report

3. Roads Report

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- NCDOT New Town Road Abandonment Update
- NCDOT Neighborhood Roads Abandonment Update
- Stacy Howie Road Abandonment Update
- Fog Seal Contract Update
- Stormwater Inventory Assessment Update
- Sidewalk Assessment Update

4. Deputy's Report

25

5. Planning Board Report
6. PR&G Board Report
7. Event Planning Report
8. Coffee with Council Debrief
9. WUMA Report

**J. CONSENT AGENDA**

*Consent agenda items may be considered in one motion and without discussion except for those items removed by a council member.*

1. Consider Adoption of Closed Session Minutes
  - January 30, 2025
  - February 11, 2025
  - February 27, 2025
  - March 11, 2025
  - March 27, 2025
2. Consider Adoption of Resolution Directing the Clerk to Investigate Petitions Received under G.S. 160A-58.1 Austin W. Yow 30
3. Consider Entering Service Agreement with Carolina IT Services for IT Support Services, Pending Attorney Review Austin W. Yow 42
4. Consider Adoption of Capital Reserve Fund Closeout Ordinance for Wyndmoor Improvements Jill Carilli 57
5. Consider Approval of Finance Policy Regarding Disbursements via Electronic Payment Jill Carilli 59
6. Information Only: Marvin Loop Trail and Marvin Efird Park Walkway Project Updates Davy Broom 62

**K. PUBLIC HEARING**

*Please note that the same rules governing the Public Comment Period also govern Public Hearings, with the addition of the following rule:*

*Citizen Comments on Zoning Amendments. In accordance with G.S. 160D-603, if a resident or property owner submits a written statement regarding a proposed zoning amendment, modification, or repeal initiated under G.S. 160D-601, the Clerk to the Board shall deliver such written comments to the Council if received at least two (2) business days prior to the vote. For quasi-judicial proceedings under G.S. 160D-705, only the names and addresses of commenters shall be provided, and receipt of such information shall not disqualify any Council member from participating in the vote.*

1.	Public Hearing to Consider Adoption of an Ordinance for Zoning Map Amendment 2025-1 (9709 Marvin School Road)	Hunter Nestor	63
<b>L.</b>	<b><u>UNFINISHED BUSINESS</u></b>		
1.	Update on Vendor Research for Archeological Studies at Proposed Tullamore Phase 4 Site	Tyler Huneycutt	75
<b>M.</b>	<b><u>NEW BUSINESS</u></b>		
<b>N.</b>	<b><u>OPEN TOPICS</u></b>		
<b>O.</b>	<b><u>REVIEW OF ACTION ITEMS</u></b>		
<b>P.</b>	<b><u>REVIEW OF THE MAYOR PRO KIM LIST</u></b>		76
<b>Q.</b>	<b><u>COUNCIL COMMENTS</u></b>		
<b>R.</b>	<b><u>CLOSED SESSION</u></b>		
1.	Recess into Closed Session under NCGS 143-318.11(a)(3) to Consult with an Attorney to Preserve Attorney-Client Privilege and to Consider/Give Instructions Concerning the Lawsuit: Chris and Victoria Comiskey v. Village of Marvin and Kim Vandenberg (25CV000445-890) AND (3:25-cv-00087-FDW-DCK)		
2.	Recess into Closed Session Pursuant to NCGS 143-318.11(a)(6) to Discuss Personnel		
<b>S.</b>	<b><u>OPEN SESSION</u></b>		
1.	Discussion and Possible Action Regarding Annual Review with Village Manager		
<b>T.</b>	<b><u>ADJOURNMENT</u></b>		



**Village Council Work Session**

**March 27, 2025, 9:00 a.m.**

**Marvin Village Hall, 10006 Marvin School Road**

**Members Present:** Mayor Pollino, Mayor Pro Tempore Vandenberg, Councilman Baresich, Councilman Deatherage, Councilman Lein, Councilman Marcolese, Councilman Wortman

**Staff Present:** Christina Amos, Austin W. Yow, Hunter Nestor, Poulami Das, Jill Carilli, Tyler Huneycutt, Davy Broom

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**A. CALL TO ORDER**

Mayor Pollino called the meeting to order at 9:01am and determined a quorum was present.

**B. CONSIDER ALLOWING REMOTE PARTICIPATION**

No council members participated remotely.

**C. ADOPTION OF THE AGENDA**

- Remove Unfinished Business: "Discussion of the Conceptual Plan for the Wounded Heroes Courtyard"
- Move Consent Agenda to Unfinished Business: "Consider Entering Cost-Sharing Agreement with Publix to Update the Logo on the Publix Monument Sign, with the Village of Marvin to Reimburse Publix 50 Percent of the Project Cost Not to Exceed \$3,000 AND Allow Manager to Execute the Agreement"

**Moved by** Councilman Lein

To adopt the agenda as amended.

**Vote: Motion Passed Unanimously**



**D. ADOPTION OF THE PREVIOUS MINUTES**

**Moved by** Councilman Marcolese

To adopt the minutes from 3/11/25 (Budget Work Session) and 3/11/25 (Regular) as presented.

**Vote: Motion Passed Unanimously**

**E. FEEDBACK FROM THE PREVIOUS PUBLIC COMMENT PERIOD**

TIME STAMP 5:50

*(See attached FAQ, Item E, which is included as a reference in these minutes.)*

Mayor Pro Tempore Vandenberg began by noting that Council and Staff would like to address the public comments received in 2025. She noted that an FAQ is being composed, and that Council Members would be addressing comments regularly. Council Members and Village Manager Christina Amos then proceeded to address those concerns during the meeting. The completed FAQ document has been attached to these minutes.

**Moved by** Mayor Pro Tempore Vandenberg

To excuse Councilman Lein at 10:55am.

**Vote: Motion Passed Unanimously**

**F. PRESENTATIONS**

**1. Presentation and Discussion of Sister City Selection for the Village of Marvin**

TIME STAMP 1:58:00

*(See attached Item F1, which is included as a reference in these minutes.)*

Poulami Das, Planning Technician & Deputy Clerk, gave a presentation on the concept of a "Sister City" and asked the Council if they wished to pursue selecting a sister city for the Village of Marvin. Council asked Ms. Das to provide more information on cost and to get feedback from cities that have participated in the sister city program.

Mayor Pollino called for a 5-minute recess.

Mayor Pollino reconvened the meeting.

**G. REPORTS AND UPDATES**

**1. Manager's Report**

TIME STAMP 2:27:10

**New Town Road Takeover**

Ms. Amos informed the Council that NCDOT is willing to allow the Village of Marvin to take over New Town Road from the Waxhaw-Marvin roundabout to the State Line. The Council discussed this topic in depth, noting how controlling a portion of New Town Road would enable the Village to regulate speed limits in the Heritage District. Ms. Amos noted that the Village would need to adopt a resolution asking NCDOT to abandon the desired portion of New Town Road.

**Marvin Loop Resurfacing**

Ms. Amos noted that the Village's asphalt vendor came out to review the Marvin Loop for repairs. She noted that the original plan was to mill and overlay the loop. She noted that the vendor is now recommending patching the damaged areas and adding a 1.5-inch overlay. She noted that this alternative would provide cost savings to the Village and would address the problem areas. The Council had no objections to proceeding with the alternative plan.

**2. Clerk & Communications Report**

TIME STAMP 2:32:30

**Monthly Communications**

Austin Yow, Village Clerk & Assistant to the Manager, briefed the Council on the proposed communications list for April. The Council had no additions to the communications list.

**Community Survey Update**

Mr. Yow then provided an update on the 2025 Community Survey, noting that the Planning Board reviewed the survey and made no changes. He then noted that the PR&G Board is expected to complete its work on the survey in April. He explained that the Village would then enter a contract with Centralina after the start of the new fiscal year to review, recommend changes, distribute, collect the results of, and draft a report and presentation of the results of the survey. He noted that the survey would

likely launch in late summer or early fall and remain open for two months, with results expected back towards the end of the year.

He then presented a selection of social media post templates drafted by Ms. Das that staff will be using to highlight the results of the 2025 Community Survey.

**UCPS Communications Update**

Mr. Yow noted he has opened discussions with Union County Public Schools about being a communication partner with the goal of obtaining free access to Peachjar.

**3. Planner’s Report**

TIME STAMP 2:39:25

**Lighting Options for Marvin Loop Extension**

Hunter Nestor, Planning Director, noted that he was seeking Council feedback on lighting options presented by Dewberry for the Marvin Loop Extension.

**Critical Intersection Virtual Public Meeting**

Mr. Nestor then reminded the Council that the Union County Critical Intersection Virtual Meeting for the Marvin/Joe Kerr and Waxhaw-Marvin/Stacy-Howie intersections will be held later that evening at 6pm on Zoom.

**Neighborhood Meeting**

Lastly, Mr. Nestor noted that the neighborhood meeting for the annexation and conditional rezoning of 9802 Rea Road will be held next Monday, March 31 at 6pm at Weddington Swim Club. Mr. Yow confirmed that he would issue a potential quorum notice of the Village Council for the event. Mr. Nestor noted the developer notified the HOAs of Amber Meadows, Tullamore, Canterfield Creek, the Towns at Audrey, Hunter Oaks, and Somerset, in addition to residents within 1,300 feet of the property.

**4. Event Planning Report**

TIME STAMP 2:44:15

### **Easter Egg Hunt**

Tyler Huneycutt, Recreation Manager, reminded the Council about the Easter Egg Hunt on Saturday, April 12, at Marvin Efird Park, noting the egg hunts for each age group, and other event amenities.

### **Marvin Day**

Mr. Huneycutt then reminded the Council that Marvin Day is Saturday, April 26, from 4-9pm at Marvin Efird Park.

### **5K, Fun Run, and Health Fair**

Mr. Huneycutt noted that the 5K, Fun Run, and Health Fair will be on the morning of Saturday, May 31 at Marvin Elementary School. He noted that registration will open soon.

### **Marvin's Day Camp Events**

Mr. Huneycutt noted that he is in talks with Union County Parks and Recreation regarding holding more events at Cane Creek Park for Marvin kids during the summer. He stated the events will feature paddleboarding, kayaking, hiking, archery, etc. He further noted that registration will be required for these limited-capacity events.

## **5. Coffee with Council Debrief**

TIME STAMP 2:46:35

Councilmembers Baresich and Deatherage staffed the previous Coffee with Council on March 25. Twelve residents attended and discussed a plethora of topics including the proposed conditional rezoning of 10018 Marvin School Road, the Marvin Heritage District, annexation, the Raley-Miller property at Tom Short & Rea Road, and general development questions.

## **H. CONSENT AGENDA**

**Moved by** Mayor Pro Tempore Vandenberg

To adopt the consent agenda as amended.

**Vote: Motion Passed Unanimously**

### **1. Consider Repeal and Replacement of Public Record Request Policy**

*(See attached Item H1, which is included as a reference in these minutes.)*

To repeal and replace the Public Record Request Policy as presented.

2. **Consider Approving Road Closure on May 31st for the Marvin 5K from the Entrance of Marvin Elementary to Groves Edge Lane and Allow Staff to Submit Proper Road Closure Paperwork to NCDOT**

*(See attached Item H2, which is included as a reference in these minutes.)*

To Approve Road Closure on the Morning of May 31<sup>st</sup> for the Annual Marvin 5K and Allow Staff to Submit Proper Road Closure Paperwork to NCDOT.

3. **Information Only: Finance Director’s February 2025 Treasury Report**

*(See attached Item H3, which is included as a reference in these minutes.)*

4. **Consider Adoption of Ordinance Amending the General Fund Budget for Legal and Unemployment Fees, and Reallocations within Transportation Department**

*(See attached Item H4, which is included as a reference in these minutes.)*

To Adopt the Ordinance Amending the General Fund Budget for Legal and Unemployment Fees, and Reallocations within Transportation Department as presented.

**AN ORDINANCE AMENDING THE GENERAL FUND BUDGET  
ORDINANCE**

**BE IT ORDAINED** by the Village Council of the Village of Marvin, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

**SECTION 1.** To amend the General Fund Budget appropriations as shown.

TYPE	BUDGET ACCOUNT	AMENDMENT AMOUNT	FROM	TO
EQUITY	Unassigned Fund Balance	(\$103,000)	\$1,443,924	\$1,340,924
REVENUE	Fund Balance Appropriation Unassigned Fund Balance	\$103,000	\$513,966	\$616,966
EXPENSE	10. Legal Hourly + Fees	\$45,000	\$70,000	\$115,000

EXPENSE	40. Sidewalk Maintenance/Repairs	\$58,000	\$8,000	\$66,000
EXPENSE	10. Unemployment NCUI	\$2,000	\$250	\$2,250
EXPENSE	10. Auditor	(\$2,000)	\$20,000	\$18,000
EXPENSE	40. Road Repairs	(\$137,051)	\$167,051	\$30,000
EXPENSE	40. Storm Water	\$29,900	\$27,500	\$57,400
EXPENSE	40. Traffic Calming	\$2,000	\$1,000	\$3,000
EXPENSE	40. Road Maintenance	\$105,151	\$30,000	\$135,151

**Reason:** 1. To reallocate Unassigned Fund Balance to the General Fund Budget for increased legal fees and sidewalk inventory and assessment. 2. To reallocate unused funds within in General Government to cover Unemployment Reserve catch up payment. 3. To reallocate funds within the Transportation Department to the appropriate expense accounts for Storm Water Inventory, Hinged Signs, and Fog Seal Application Contract.

**SECTION 2.** Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

*Adopted this 27th day of March 2025.*

**5. Consider Call for Public Hearing for Zoning Map Amendment 2025-1**

*(See attached Item H5, which is included as a reference in these minutes.)*

To Call for a Public Hearing on Tuesday, April 8<sup>th</sup> at 6PM at Village Hall for Zoning Map Amendment Application 2025-1 to consider rezoning the 7.011-acre property (2 parcels) located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530) from Rural-Residential (R-R) to Single Family Residential (SFR-1).

**I. UNFINISHED BUSINESS**

**1. Consider Entering Cost-Sharing Agreement with Publix to Update the Logo on the Publix Monument Sign, with the Village of Marvin to Reimburse Publix 50 Percent of the Project Cost Not to Exceed \$3,000 AND Allow Manager to Execute the Agreement**

TIME STAMP 2:55:50

*(See attached Item I1, which is included as a reference in these minutes.)*

Councilman Marcollese removed this item from the consent agenda for discussion. Mr. Yow recapped previous discussions regarding updating the logo on the Publix monument sign. He noted that Publix is now wishing to complete the work by June 1, with the Village to reimburse them 50 percent of the project cost not to exceed \$3,000. The Council discussed this item in depth, with some members noting the cost savings and others noting that the funds could be spent on other projects.

**Moved by Mayor Pro Tempore Vandenberg**

To Enter Cost-Sharing Agreement with Publix to Update the Logo on the Publix Monument Sign, with the Village of Marvin to Reimburse Publix 50 Percent of the Project Cost Not to Exceed \$3,000 AND Allow Manager to Execute the Agreement.

Opposed (1): Councilman Marcollese

**Vote: Motion Passed (4 to 1)**

**2. Discussion of Coffee with Council Dates (April - June)**

TIME STAMP 3:06:50

Mr. Yow asked council members to sign up to staff Coffee with Council dates for April, May, and June of 2025. Council members signed up to staff each event.

**3. Village Council Retreat Debrief**

TIME STAMP 3:10:25

Mr. Yow asked the Council for feedback from the Council Retreat that was held in January at Old North State Club. Council members then shared their thoughts, with the consensus being to keep the format the same for next year, to book another 2.5 days at Old North State Club.

**4. Discussion and Consideration of Annexation Study Committee**

TIME STAMP 3:16:35

Mr. Yow reminded the Council that they had previously delayed the appointment of members and the launch of the Annexation Study Committee last fall because staff did not have enough time to dedicate to the committee. Mr. Yow noted that staff still do not have enough time to properly conduct the work of the Committee. He noted that with the Council's recent discussion of a scope of work for a Village-wide

Comprehensive Plan, that the Council should consider adding annexation strategies into the scope. He asked the Council to dissolve the Committee if they wished to move forward with adding annexation to the scope of the Comprehensive Plan.

**Moved by** Mayor Pro Tempore Vandenberg

To dissolve the Annexation Study Committee and add annexation to the scope of work for the Village Comprehensive Plan.

**Vote: Motion Passed Unanimously**

**5. Consider Awarding Contract for Engineering and Administrative Services for the Streamflow Rehabilitation Assistance Program Grant with Dewberry in an Amount Not to Exceed \$171,150 AND Allow Manager to Execute the Contract, Contingent Upon Attorney Review**

TIME STAMP 3:21:20

*(See attached Item 15, which is included as a reference in these minutes.)*

Davy Broom, Public Works Director, reminded the Council that the Village was awarded the \$300,000 StRAP Grant in 2024. He noted that an RFQ was issued for administrative services and engineering for this grant and that Dewberry was selected as the most qualified vendor. He further noted that Dewberry's pricing was "worst-case scenario" and would not be any higher than proposed. He stated that the project must be completed by the end of 2026.

The Council discussed this item in depth, highlighting the fact the Village Staff applied and received grant funds to help neighborhoods along the Marvin Branch with streamflow problems, which would normally be the responsibility of neighborhood HOAs. These subdivisions include the Preserve at Marvin, Marvin Creek, Marvin Estates, and more.

Ms. Amos emphasized that the Village would use the remainder of the grant funds to address some of the issues found in the engineering report but clarified that there is not enough funding currently to address every issue. She also noted that only streambank issues can be addressed with these grant funds.



**Moved by** Mayor Pro Tempore Vandenberg

To enter a contract with Dewberry for Engineering and Administrative Services for the Streamflow Rehabilitation Assistance Program Grant in an amount not to exceed \$171,150 and allow Manager to Execute the Contract, pending attorney review.

**Vote: Motion Passed Unanimously**

**J. NEW BUSINESS**

**1. Consider Implementation of Candidate Questionnaire for the 2025 Municipal Elections**

TIME STAMP 3:39:00

*(See attached Item J1, which is included as a reference in these minutes.)*

Mr. Yow explained that per Village Policy 2021-04-01, the Council must vote to direct the Clerk to implement a candidate questionnaire for the 2025 municipal elections if they wanted to proceed with a questionnaire this year. He noted that the questionnaire just needs to be turned on after the candidate filing opens and that no further work is required from staff.

**Moved by** Mayor Pro Tempore Vandenberg

To direct the Clerk to implement a candidate questionnaire on the Village's website for the 2025 Municipal Elections pursuant to Village Policy 2021-04-01.

**Vote: Motion Passed Unanimously**

**2. Consider Approval of Request for Residential Traffic Calming by the Preserve Homeowners Association for Streets within their Neighborhood**

TIME STAMP 3:40:00

*(See attached Item J2, which is included as a reference in these minutes.)*

Mr. Broom explained that the Preserve at Marvin HOA submitted a request to enact the Village's Traffic Calming Policy to address speeding in their neighborhood. The Council noted that the entire Preserve HOA Board recently resigned, calling into question whether the request is valid. Mr. Broom noted new elections for the HOA would take place the following

week. Ms. Amos noted that the new HOA will need to submit an encroachment agreement to proceed, so regardless, the HOA will need to act again for the traffic calming request to move forward. The Council discussed and noted that the new HOA should submit the encroachment agreement within 60 days.

**Moved by Mayor Pro Tempore Vandenberg**

To approve Village staff to initiate the Neighborhood Traffic Calming Policy for the Preserve Homeowners Association, contingent upon the submission of an encroachment agreement within 60 days.

**Vote: Motion Passed Unanimously**

**K. OPEN TOPICS**

Nothing was discussed.

**L. REVIEW OF ACTION ITEMS**

- Ms. Amos will execute the contract with Dewberry for the StRAP Grant administrative services and engineering.
- Ms. Amos will execute the agreement with Publix for the logo replacement.
- Mr. Yow will prepare the Candidate Questionnaire for the 2025 Municipal Elections.
- Mr. Yow will book Old North State Club for the 2026 Council Retreat.
- Mr. Yow will send calendar invites for Coffee with Council events from April through June.
- Mr. Yow will issue a potential quorum notice for the neighborhood meeting on Monday, March 31.
- Mr. Broom will move forward with implementing the traffic calming policy in the Preserve subdivision, contingent upon receipt of an encroachment permit from the HOA within 60 days.
- Mr. Huneycutt will move forward with the road closures for the 5K and Fun Run.
- Ms. Das will conduct further research on Sister Cities and will report back in the coming months.

**M. REVIEW OF THE MAYOR PRO KIM LIST**

Council reviewed the Ongoing Action Item List and made revisions.

**N. COUNCIL COMMENTS**

**Mayor Pollino:** He thanked staff for their hard work, including Ms. Amos with her work on the Public Comments Responses FAQ. He stated he believed the form of government change to Council-Manager was the best accomplishment of the Council. He noted that Union County Manager Brian Matthews will be attending the WUMA Meeting later that evening at 6pm at Marvin Village Hall. He noted that he was concerned when a Union County Commissioner chuckled at his suggestion that Union County remain close to revenue neutral in their upcoming budget, considering the impact of the County reappraisal. He invited the Council to attend a Teach for America breakfast meeting on Thursday, April 10 from 7:30-9:30am at the Revelry. He further explained that NC Representative David Willis will be recognized at this meeting for his legislative efforts at supporting education. He noted he received a call from a non-Marvin resident regarding the proposal for the Raley Miller property at 9802 Rea Road where he emphasized the importance of the Village having a seat at the table.

**Councilman Deatherage:** He thought the meeting went well. He thanked everyone for a great meeting environment.

**Councilman Wortman:** He thanked the public for communicating with the Village. He hoped that the meeting was helpful in answering the public's questions. He thanked Ms. Amos for her hard work on the FAQ.

**O. CLOSED SESSION**

**Moved by** Mayor Pro Tempore Vandenberg

To recess into Closed Session pursuant of NCGS 143-318.11(a)(1) for review of closed session minutes.

**Vote: Motion Passed Unanimously**

- 1. Recess into Closed Session Pursuant of NCGS 143-318.11(a)(1) for Review of Closed Session Minutes**

**P. ADJOURNMENT**

**Moved by** Mayor Pro Tempore Vandenberg

To adjourn the meeting at 1:12pm.

**Vote: Motion Passed Unanimously**

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Joseph E. Pollino Jr.

Mayor

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Austin W. Yow

Village Clerk & Assistant to the Manager



Village Council and Planning Board  
Joint Meeting Minutes

March 18, 2025, 6:00 p.m.  
Marvin Village Hall, 10006 Marvin School Road

**Members Present:** Mayor Pollino, Mayor Pro Tempore Vandenberg, Councilman Baresich, Councilman Deatherage, Councilman Lein, Councilman Marcolese, Councilman Wortman, Chair Cates, Vice-Chair Holzberg, Michael Lavelle, Ken Marino, John Jones, Angel Martin (via Zoom)

**Members Absent:** Marcus Williams

**Staff Present:** Christina Amos, Austin W. Yow, Hunter Nestor, Poulami Das

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**A. CALL TO ORDER**

Mayor Pollino and Chair Cates called the joint meeting to order at 6pm and determined a quorum of each board was present.

**B. CONSIDER ALLOWING REMOTE PARTICIPATION**

No council members participated remotely. Planning Board Member Angel Martin participated remotely via Zoom.

**Moved by** Vice-Chair Holzberg

**Planning Board:** To allow board members to participate remotely.

**Vote: Motion Passed Unanimously**

**C. ADOPTION OF THE AGENDA**

**Moved by** Mayor Pro Tempore Vandenberg

**Village Council:** To adopt the agenda as presented.

**Vote: Motion Passed Unanimously**

**Moved by** Vice-Chair Holzberg

**Planning Board:** To adopt the agenda as presented.

**Vote: Motion Passed Unanimously**

**D. JOINT MEETING**

**1. Discussion of Streetlights on Marvin Road**

TIME STAMP 3:50

Planning Board Member Michael Lavelle asked the Council to consider installing streetlights along Marvin Road. Members of the Council and Planning Board discussed this item in depth, questioning the need, effectiveness, and cost of streetlights, as well as the effects on light pollution.

Ms. Amos clarified it is a requirement to have an engineered photometric plan set sent NCDOT as part of the application to install streetlights. Planning Board Members asked the Council to conduct a study and consider adding lights to the Union County portion of Marvin Road. Mr. Nestor clarified that NCDOT has lighting standards, and that Union Power would install lights. He noted that staff will research information into the cost and effectiveness of streetlights.

**2. Discussion of the Rezoning Process & Updates to the Land Use Plan**

TIME STAMP 18:50

Planning Board Chair Kelly Cates opened the discussion on the purpose of the Rural-Residential (RR) zoning district. Mr. Nestor clarified the Rural Residential District (RR) was established to protect land used for low-density residential uses in traditional rural settings and is intended to preserve open spaces. The Council agreed Rural Residential is beneficial for preservation of large tracts, but the Village must also consider each potential rezoning application without bias.

Mr. Nestor briefly explained the rezoning application process. He clarified that the conditional rezoning process requires a site-specific plan compared to a conventional rezoning. This allows for greater detail during the process to ensure compatibility with surrounding uses and applicable adopted plans.

### **3. Discussion of Neighborhood Meeting Process**

TIME STAMP 32:25

*(See attached Item D3, which is included as a reference in these minutes.)*

Mr. Nestor informed the Board that staff has been working on a proposal to better clarify the standards of Neighborhood Meetings and the Zoning Map Amendment process. He asked the board if they had feedback or suggestions. He noted that in most cases, the Village of Marvin exceeds the standards set in the state statutes when compared to other municipalities in North Carolina. He spoke on mailings and their distances, noting the differences in requirements for neighborhood meetings versus public hearings.

Chair Cates asked the Council to consider a virtual form for residents to submit comments/concerns on our Village Website. Council members noted the purpose of the neighborhood meeting is for those comments to be heard by the applicant and that there are other opportunities for feedback to be considered. Council and Board members further discussed parameters for a virtual public comment form. Ms. Amos noted that the Planning Board would have to make a recommendation on a text amendment for any of these changes to occur.

#### **E. VILLAGE COUNCIL ADJOURNMENT**

**Moved by** Mayor Pro Tempore Vandenberg

To adjourn the Village Council meeting at 6:57pm.

**Vote: Motion Passed Unanimously**

#### **F. ADOPTION OF THE PREVIOUS MINUTES (PLANNING BOARD)**

**Moved by** Chair Cates

To adopt the minutes from 2/18/25 as presented.

**Vote: Motion Passed Unanimously**

**G. PLANNING BOARD ELECTION OF OFFICERS**

**Moved by** Michael Lavelle

To elect Kelly Cates as Chair and Rich Holzberg as Vice-Chair of the Planning Board.

**Vote: Motion Passed Unanimously**

**H. PUBLIC COMMENT PERIOD**

Austin Yow, Village Clerk and Assistant to the Manager, briefly explained the rules of the public comment period.

Navid Jalai (3001 Flowering Peach Road, Preserve at Marvin) – Mr. Jalali stated that his property has been experiencing flooding since the Village of Marvin was constructed.

Kristen Conway (1217 Carolina Cherry Lane, Preserve at Marvin) – Mrs. Conway expressed concerns about inadequate stormwater management and increased flood risks from proposed rezonings and existing construction, citing specific permit discrepancies and property damage, and demanded comprehensive hydrological and wetland studies before any further development.

Srinivosa Paladuga (10000 White Dogwood Lane, Preserve at Marvin) – Mr. Paladuga spoke on concerns with changing regulations, including setbacks in the Marvin Heritage District. He had concerns regarding transparency and notifications of meetings and zoning decisions.

Bobby Thompson (5025 Flowering Peach Road, Preserve at Marvin) – Mr. Thompson spoke on the Village Hall's inadequate parking, questioned the Zepso project's parking variances and development density, expressed concerns about potential property value decline and flooding.

Vamsi Vemuri (6009 Tea Olive Road, Preserve at Marvin) – Mr. Vemuri spoke on his opposition to further commercial development in Marvin, citing its unique charm and the existing vacancy of commercial properties.

Sankar Ramesh (4062 Flowering Peach Road, Preserve at Marvin) – Mr. Ramesh summarized his statement that he has made to the council and Planning Board. He voiced concerns about a proposed development, citing traffic, inadequate parking, potential overflow parking into residential areas, increased flooding risks due to prior construction, and heightened crime and safety concerns for children.



Lauren Thomas (3025 Groves Edge Lane, Marvin Creek) – Mrs. Thomas spoke on the heritage commercial district overlay noting how it jeopardizes the federally recognized historic values of the Marvin Historic District, citing lack of awareness from relevant historic preservation offices, the need for expert review and certificates of appropriateness for construction, and demanded historic preservation language be added to planning documents.

Jill Janes (8504 Viking Drive, Valhalla Farms) – Mrs. Jaynes spoke on the need to preserve the rural atmosphere of Marvin.

**I. UNFINISHED BUSINESS**

**1. Discussion of CZ-2025-1 (10018 Marvin School Road)**

TIME STAMP 1:38:40

*(See attached Item I1, which is included as a reference in these minutes.)*

Mr. Nestor summarized the changes to the proposal since the previous Planning Board meeting for the conditional rezoning (CZ-2025-1) for 10018 Marvin School Road. He addressed resident questions and concerns in relation to the Marvin Development Ordinance.

The applicant, Ravi Vasireddy and his attorney, Chris Duggan presented updates on the proposal made since the February Planning Board meeting. They noted they are in the process of obtaining a Traffic Impact Analysis. They noted that they have amended the plan for building four from two to one story based on feedback received from the neighborhood meeting.

The Board asked about the possible tenants in the proposed development. Mr. Nestor noted there has been discussion in reserving a certain amount of square footage for civic and public safety uses, such as a satellite office of the Union County Sheriff's Office to address public safety concerns. The Board discussed the phasing process for the development and Mr. Vasireddy's timeline for the proposal.

**J. NEW BUSINESS**

There was no new business.

**K. REPORTS & UPDATES**

**1. Planner's Report**

TIME STAMP 2:17:25

### **Critical Intersection Virtual Meeting**

Mr. Nestor noted the virtual community meeting for the critical intersection study for the two intersections at Stacey Howie/Waxhaw-Marvin Road and Joe Kerr/Marvin Road. He stated that this meeting will be held on March 27th at 6pm via Zoom.

### **Planning & Development 101**

Mr. Nestor informed the Board that Centralina Regional Council will present a Planning and Development 101 course for residents to gain a high-level overview of the development processes and standards. He noted that this presentation will be held on Monday, April 7th at 6pm at Marvin Village Hall.

### **Public Comments**

Board members asked staff for further research to be conducted on the public comments and clarity on Planning Board's role for rezonings.

#### **L. REVIEW OF ACTION ITEMS**

No action items.

#### **M. BOARD MEMBER COMMENTS**

**Chair Cates:** She thanked staff for their hard work.

**Vice-Chair Holzberg:** He thanked staff for their work and the residents for their comments.

**Michael Lavelle:** He thanked Kelly for running the meeting and thanked the residents for their comments.

**Angel Martin:** She noted the importance of transparency for residents regarding development proposals.

#### **N. PLANNING BOARD ADJOURNMENT**

**Moved by** Chair Cates

To adjourn the Planning Board meeting at 8:28pm.

**Vote: Motion Passed Unanimously**

---

Joseph E. Pollino Jr.

Mayor

---

Kelly Cates

Planning Board Chair

---

Austin W. Yow

Village Clerk & Assistant to the Manager



**VILLAGE OF MARVIN  
NORTH CAROLINA**

**Marvin Village Hall  
10006 Marvin School Road  
Marvin, NC 28173**

**Phone: (704) 843-1680  
Fax: (704) 843-1660**

**Village Council Agenda Report**

**Meeting Date: Tuesday, April 8, 2025**

**MarvinNC.gov**

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**Title:** Information Only: Update on Sidewalk Assessment

**Attachments:** None **Action Requested:** Information Only

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**Draft Motion:** No Motion Requested

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**Budgetary Impact:** No Budgetary Action Required

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**Background:**

Staff has been researching options for assessing sidewalks located inside the incorporated limits of the Village of Marvin. In accordance with the Pavement Condition Survey 5-year plan it is expected that several state-owned neighborhood roads will be taken in and owned by the Village. Maintenance for the roads and their right of way for these roads will fall under the responsibility of the Village. Sidewalks are typically located within the road right away. Conducting an assessment of sidewalks located on Village owned roads as well as state owned neighborhood roads would be beneficial in future planning of maintenance for these sidewalks.

**Current:**

While researching options for assessing sidewalks in Marvin that included the assessment being performed by engineering firms, staff has concluded that public works staff could provide an assessment using the criteria within the Village's Sidewalk Repair Policy. While it would be a more scaled-down version of the options found in our research, staff should be able to perform the assessment and document the findings in a database that can be used for current and future maintenance planning. We anticipate a three-month timeframe to complete this assignment.

# Eddie Cathey

## Sheriff of Union County



3370 Presson Road  
Monroe, North Carolina 28112

---

### Monthly Union County Sheriff's Office Deputy Activity Report Village of Marvin Council March 2025

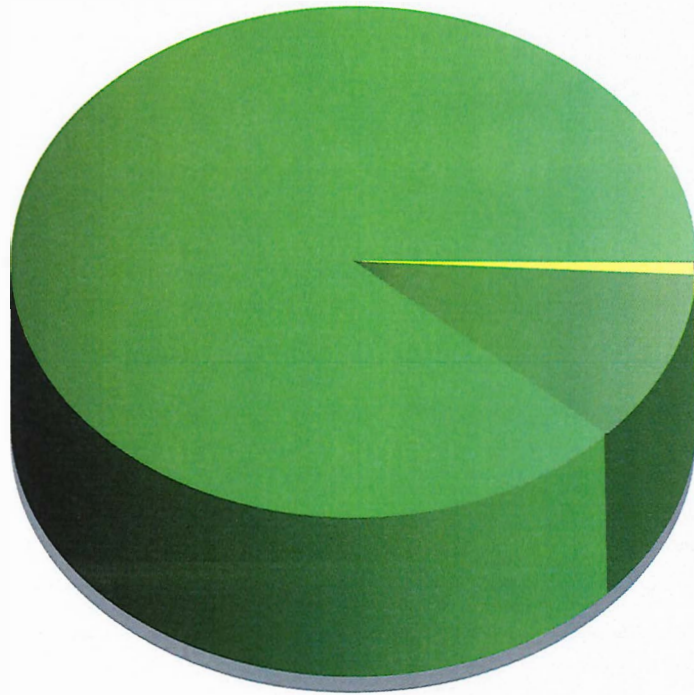
<u>Activity</u>	<u>Count</u>
Burglary (Calls for Service)	0
Car Breaking and Entering (Calls for Service)	1
Disturbances (Calls for Service)	7
Preventative Patrols	556
Radar Patrols	0
Traffic Stops	21
Trespassing (Calls for Service)	0
Fraud (Calls for Service)	6
Suspicious Vehicles (Calls for Service)	2
Suspicious Persons (Calls for Service)	4
Suspicious Circumstances (Calls for Service)	2
Larceny (Calls for Service)	1
Larceny of Vehicle (Calls for Service)	0
Residential Checks (Calls for Service)	0
Property Damage (Calls for Service)	1
911 Hang-Up Calls (Calls for Service)	18
Traffic Collisions (Calls for Service)	11
Residential Alarm Calls (Calls for Service)	19
Business Checks	73









**Total Calls for Service: 791**

**Additional Notes:**

- 2 Foot Patrols
- 10 instances of careless and reckless driving were addressed.
- 7 follow-up investigations were conducted.

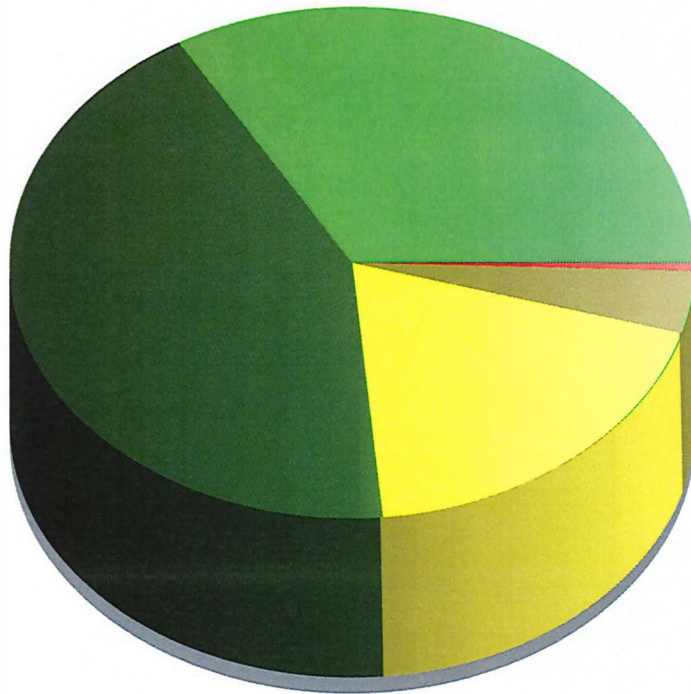
## Marvin School Rd











	<= 40 Mph : 102,121 - (88.27 %)
	41 - 45 Mph : 12,614 - (10.90 %)
	46 - 50 Mph : 866 - (0.75 %)
	51 - 55 Mph : 73 - (0.06 %)
	56 - 60 Mph : 12 - (0.01 %)
	61 - 65 Mph : 4 - (0.00 %)
	66 - 70 Mph : 4 - (0.00 %)
	71 - 75 Mph (and more) : 1 - (0.00 %)

**Total Vehicles 115,695**  
**Average Speed 36.09 Mph**  
**Maximum Speed 72 Mph**

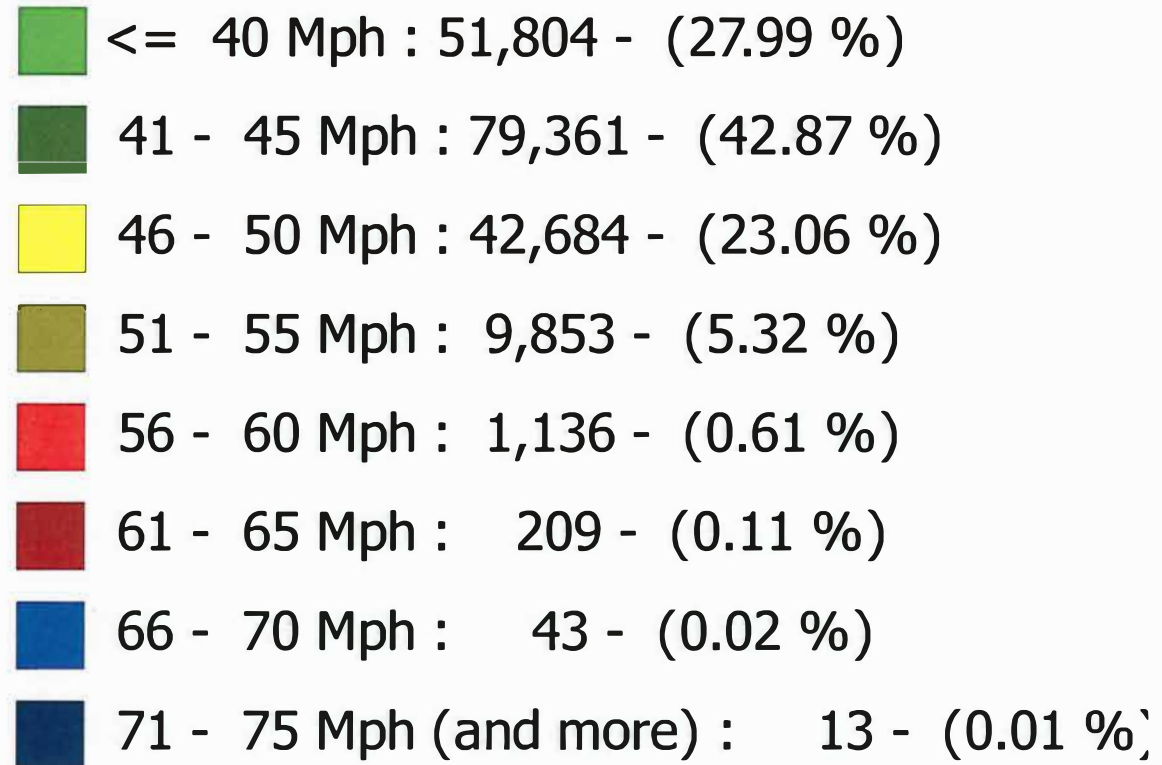
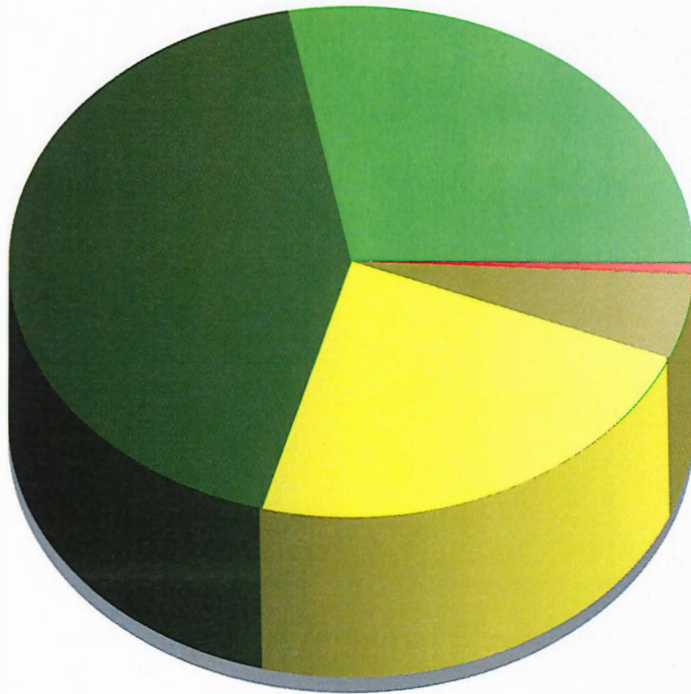
# Marvin Rd



	<= 40 Mph : 66,126 - (33.47 %)
	41 - 45 Mph : 84,909 - (42.97 %)
	46 - 50 Mph : 37,769 - (19.12 %)
	51 - 55 Mph : 7,687 - (3.89 %)
	56 - 60 Mph : 891 - (0.45 %)
	61 - 65 Mph : 152 - (0.08 %)
	66 - 70 Mph : 42 - (0.02 %)
	71 - 75 Mph (and more) : 10 - (0.01 %)

Total Vehicles 197,586  
Average Speed 42.53 Mph  
Maximum Speed 88 Mph

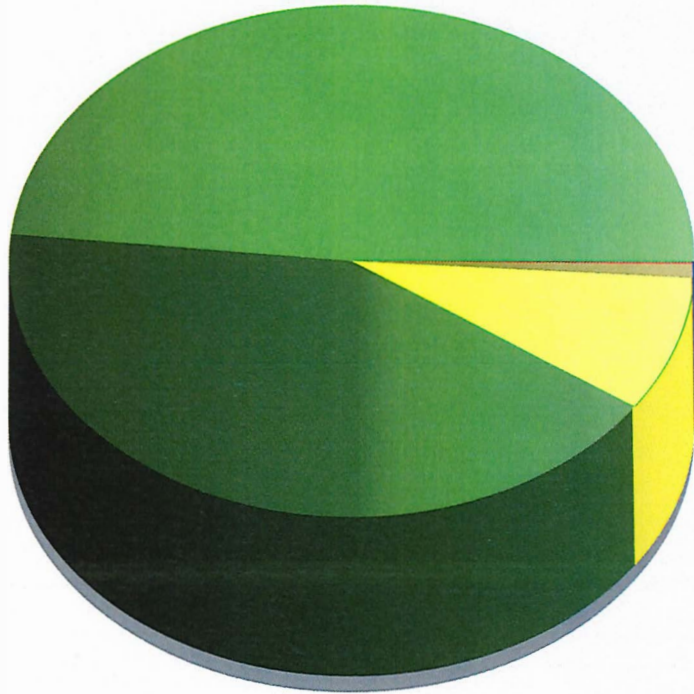
## Waxhaw Marvin Rd











Total Vehicles 185,103  
Average Speed 43.27 Mph  
Maximum Speed 86 Mph



# Waxhaw Marvin/Viking Dr



	<= 40 Mph : 51,807 - (48.34 %)
	41 - 45 Mph : 45,150 - (42.13 %)
	46 - 50 Mph : 9,136 - (8.53 %)
	51 - 55 Mph : 913 - (0.85 %)
	56 - 60 Mph : 114 - (0.11 %)
	61 - 65 Mph : 36 - (0.03 %)
	66 - 70 Mph : 8 - (0.01 %)
	71 - 75 Mph (and more) : 1 - (0.00 %)

Total Vehicles 107,165  
Average Speed 40.37 Mph  
Maximum Speed 71 Mph



VILLAGE OF MARVIN  
NORTH CAROLINA

Marvin Village Hall  
10006 Marvin School Road  
Marvin, NC 28173

Phone: (704) 843-1680  
Fax: (704) 843-1660

Village Council Agenda Report

Meeting Date: Tuesday, April 8, 2025

MarvinNC.gov

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**Title:** Consider Adoption of Resolution Directing the Clerk to Investigate Petitions Received under G.S. 160A-58.1

**Attachments:** Annexation Petition, Deed, Map, Plat, Metes and Bounds Description, Notification Letter      **Action Requested:** Adopt

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**Draft Motion:** To adopt Resolution Directing the Clerk to Investigate Petitions Received under G.S. 160A-58.1 as presented.

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**Budgetary Impact:** No Budgetary Action Required

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**Background:**

An annexation petition has been received from RTS Investments LLC who owns the 28.111-acre property at 9802 Rea Road (commonly known as the “Raley Miller Property”). The first step of the annexation process is for the Council to adopt a resolution directing the Clerk to investigate the petition, to determine if the subject property meets the requirements that would allow for annexation.

Additionally, per the Village’s annexation agreement with the Town of Weddington, the Clerk has sent a notification letter to the Town of Weddington regarding the possible annexation. Per the agreement, after 60 days elapse from the notification, the Council may proceed with adopting an ordinance to approve the annexation.

**Current:**

Staff asks the Council to adopt the attached resolution as presented. Following the adoption of the resolution, the Clerk will investigate the petition and if all requirements are met, will issue a certificate of sufficiency. A public hearing will be scheduled by a resolution after a certificate of sufficiency has been issued.



**RS-2025-04-01**

**A RESOLUTION DIRECTING THE CLERK TO INVESTIGATE PETITIONS  
RECEIVED UNDER G.S. 160A-58.1**

**G.S. 160A-58.1 (Non-Contiguous) Parcels:** 06198002A (9802 Rea Road, owned by RTS Investors II, LLC)

**WHEREAS** petitions requesting annexation of an area described in said petitions have been received by the Marvin Village Council; and

**WHEREAS** G.S. 160A-58.2 provide that sufficiency of the petition be investigated by the Clerk of the municipality before further annexation proceedings take place; and

**WHEREAS** the Marvin Village Council deems it advisable to proceed in response to this voluntary annexation request; and

**NOW, THEREFORE, BE IT RESOLVED** by the Marvin Village Council that the Village Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify, as soon as possible, the result of her investigation and present those findings to the Council.

*Adopted this 8<sup>th</sup> day of April 2025.*

*Attest:*

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

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*Joseph E. Pollino Jr., Mayor  
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): 06198002A

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

Respectfully submitted, this the 26 day of March, 20 25.

Number of persons in household 0

\*\*Do you declare vested rights?  Yes  No

Owner 1

Full Name: RTS INVESTORS II, LLC  
By: Raley Miller Properties, Inc, Its Manager Telephone Number: 704-321-1000  
By: David S. Miller, Chief Executive Officer

Signature: *David S. Miller*

Residence Address: 10815 Sikes Place, Suite 300  
Charlotte NC 28277

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: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

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

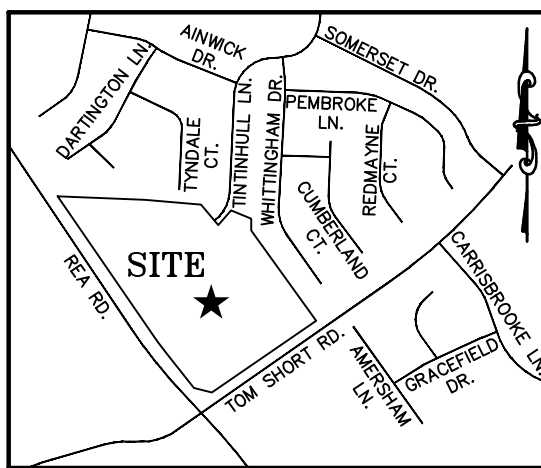
RACE:  Caucasian  Afro-American  Hispanic  Native American  Asian American

\*\* 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: 3-26-2025  
Staff Signature: *Chris W. E.*





VICINITY MAP: NOT TO SCALE

**FLOOD CERTIFICATION:**  
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X", OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371044-5600-L AND 371044-8600-L, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 19, 2014 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**ZONING DISCLAIMER:**  
 NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE ISAACS GROUP P.C. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR DEVELOPER TO VERIFY THE ZONING REQUIREMENTS AND LAND DEVELOPMENT STANDARDS PRIOR TO CONVEYANCE AND/OR DEVELOPMENT.

**NOTICE OF LEGAL ACTION:**  
 THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, P.C. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

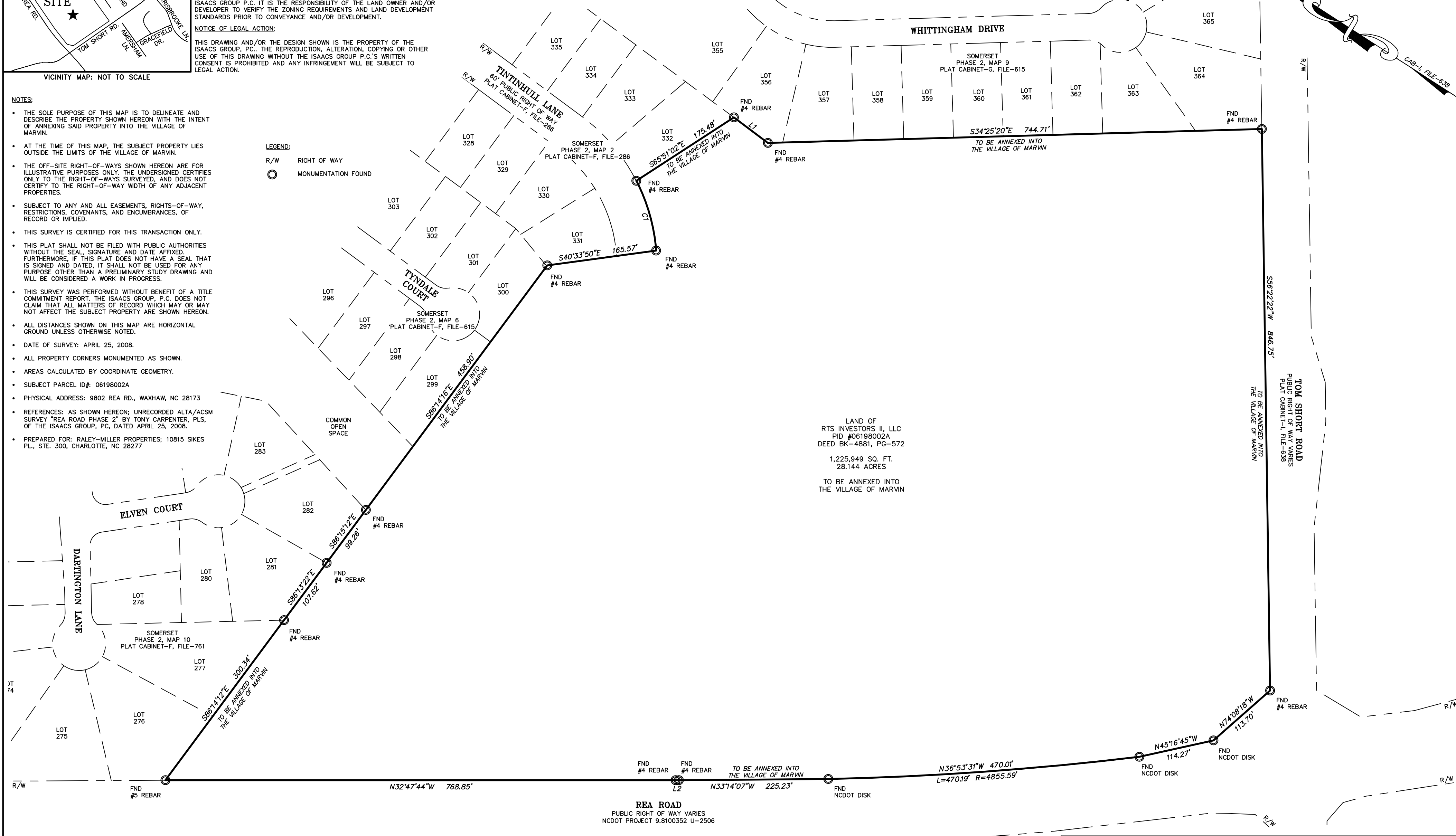
**CERTIFICATE OF EXEMPT STATUS:**  
 THIS PLAT IS EXEMPT FROM REVIEW OFFICER CERTIFICATION PER G.S. 47-30 (J)

LINE #	LENGTH	DIRECTION
L1	64.19'	S41°0'39"W
L2	4.94'	N32°47'44"W

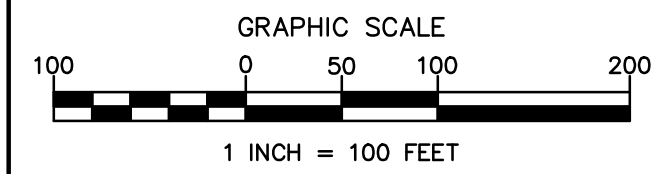
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	109.95'	280.00'	109.24'	N41°21'44"E	22.4988

- NOTES:**
- THE SOLE PURPOSE OF THIS MAP IS TO DELINEATE AND DESCRIBE THE PROPERTY SHOWN HEREON WITH THE INTENT OF ANNEXING SAID PROPERTY INTO THE VILLAGE OF MARVIN.
  - AT THE TIME OF THIS MAP, THE SUBJECT PROPERTY LIES OUTSIDE THE LIMITS OF THE VILLAGE OF MARVIN.
  - THE OFF-SITE RIGHT-OF-WAYS SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
  - SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, AND ENCUMBRANCES, OF RECORD OR IMPLIED.
  - THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
  - THIS PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
  - THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. THE ISAACS GROUP, P.C. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
  - ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
  - DATE OF SURVEY: APRIL 25, 2008.
  - ALL PROPERTY CORNERS MONUMENTED AS SHOWN.
  - AREAS CALCULATED BY COORDINATE GEOMETRY.
  - SUBJECT PARCEL ID#: 06198002A
  - PHYSICAL ADDRESS: 9802 REA RD., WAXHAW, NC 28173
  - REFERENCES: AS SHOWN HEREON; UNRECORDED ALTA/ACSM SURVEY "REA ROAD PHASE 2" BY TONY CARPENTER, PLS, OF THE ISAACS GROUP, PC, DATED APRIL 25, 2008.
  - PREPARED FOR: RALEY-MILLER PROPERTIES; 10815 SIKES PL., STE. 300, CHARLOTTE, NC 28277

**LEGEND:**  
 R/W RIGHT OF WAY  
 ○ MONUMENTATION FOUND



LAND OF  
 RTS INVESTORS II, LLC  
 PID #06198002A  
 DEED BK-4881, PG-572  
 1,225,949 SQ. FT.  
 28.144 ACRES  
 TO BE ANNEXED INTO  
 THE VILLAGE OF MARVIN



**SURVEYOR'S CERTIFICATE:**  
 I, STEPHEN S. DYER, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCES SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS OR EXCEEDS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL.

Digitally signed by Stephen S. Dyer, PLS  
 Date: 2025.03.10 08:48:43-0400  
 STEPHEN S. DYER, PLS L-3509  
 N.C. FIRM LICENSE #C-1069



**ANNEXATION PLAT**

**LAND OF  
 RTS INVESTORS II, LLC**

SANDY RIDGE TOWNSHIP  
 UNION COUNTY, NORTH CAROLINA

File #	08024-ANNEX	Date:	03-07-25	Project P.L.S.:	SSD
<b>THE ISAACS GROUP</b>			Surveyed By:	TIG	
CIVIL ENGINEERING DESIGN AND LAND SURVEYING			Drawn By:	CLC	
8720 RED OAK BLVD. SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335			Scale:	1"=100'	
				SHEET 1 OF 1	

LAND OF  
RTS INVESTORS II, LLC  
PID 06198002A

BEGINNING AT A FOUND #5 REBAR IN THE NORTHERLY R/W MARGIN OF REA ROAD EXTENSION (S.R. # 1306, PUBLIC R/W WIDTH VARIES, DEED BOOK 1061, PAGE 517 OF THE UNION COUNTY REGISTER OF DEEDS), SAID PROPERTY CORNER BEING THE SOUTHWESTERLY CORNER OF LOT 276 OF SOMERSET PHASE 2, MAP 10 (PLAT CABINET F, PAGE 761); THENCE WITH SOUTHERLY LINES OF LOTS 276 AND 277 S86-14-12E 300.34 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 281; THENCE ALONG THE SOUTHERLY LINE OF LOT 281 S86-13-22E 107.62 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 282; THENCE ALONG SOUTHERLY LINE OF LOT 282 S86-15-12E 99.26 FEET TO A FOUND #4 REBAR; THENCE ALONG THE COMMON OPEN SPACE OF SOMERSET PHASE 2, MAP 6 (PLAT CABINET F, PAGE 615), AND LOTS 299 AND 300 (PLAT CABINET F, PAGE 615) S86-14-16E 458.90 FEET TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 331 OF SOMERSET PHASE 2 MAP 2 (PLAT CABINET F, PAGE 286); THENCE ALONG THE SOUTHERLY LINE OF LOT 331 AND THE SOUTHERLY R/W MARGIN OF TINTINHULL LANE (60' PUBLIC R/W) S40-33-50E 165.57 FEET TO A FOUND #4 REBAR IN THE EASTERLY R/W MARGIN OF TINTINHULL LANE; THENCE ALONG THE EASTERLY R/W MARGIN OF TINTINHULL LANE A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF 280.00' AND LENGTH OF 109.95 FEET (CHORD BEARING AND DISTANCE OF N41-21-44E 109.24 FEET) TO A FOUND #4 REBAR, BEING THE SOUTHWESTERLY CORNER OF LOT 332; THENCE ALONG THE SOUTHERLY LINE OF LOT 332 S65-51-02E 175.48 FEET TO A FOUND REBAR AT A FENCE, BEING IN THE WESTERLY LINE OF LOT 356 OF SOMERSET PHASE 2 MAP 9 (PLAT CABINET G, PAGE 615); THENCE ALONG THE WESTERLY LINE OF LOT 356 S04-10-39W 64.19 FEET TO FOUND #4 REBAR; THENCE CONTINUING ALONG THE WESTERLY LINES OF LOTS 356 THROUGH 364 S34-25-20E 744.71 FEET TO A FOUND #4 REBAR IN THE NORTHWESTERLY R/W MARGIN OF TOM SHORT ROAD (S.R.# 2902, PUBLIC R/W WIDTH VARIES, PLAT CABINET I, PAGE 638); THENCE ALONG THE NORTHWESTERLY R/W MARGIN OF TOM SHORT ROAD S56-22-22W 846.75 FEET TO A FOUND #4 REBAR IN THE NORTHERLY R/W MARGIN OF REA ROAD; THENCE ALONG THE NORTHERLY R/W MARGIN OF REA ROAD THE FOLLOWING 6 CALLS:

1. N74-08-18W 113.70 FEET TO A DOT R/W DISK
2. N45-16-45W 114.27 FEET TO A FOUND DOT R/W DISK;

3. A CIRCULAR CURVE TO RIGHT WITH A RADIUS OF 4855.59 FEET AND ARC LENGTH OF 470.19 FEET (CHORD BEARING AND DISTANCE OF N36-53-31W 470.01 FEET) TO A FOUND DOT R/W DISK;
4. N33-14-07W 225.23 FEET TO A FOUND #4 REBAR;
5. N32-47-44W 4.94 FEET TO A FOUND #4 REBAR;
6. N32-47-44W 768.85 FEET TO A FOUND #5 REBAR, BEING THE POINT AND PLACE OF BEGINNING,

CONTAINS 1,225,949 SQ. FT. OR 28.112 ACRES.

FILED  
UNION COUNTY  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Apr 30, 2008  
AT 01:40 pm  
BOOK 04881  
START PAGE 0572  
END PAGE 0575  
INSTRUMENT # 16786  
EXCISE TAX \$18,000.00  
SWC

**SPECIAL WARRANTY DEED**

This instrument prepared by:

Wal-Mart Stores East, Inc.  
Sam M. Walton Development Complex  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550  
Attn: Brad Rogers, Assistant General Counsel

AFTER RECORDING RETURN TO:  
Chris Albee, File#  
309 E. Morehead St., Ste 100  
Charlotte, NC 28202

*11083244 MP*

Parcel Identification Number:

06198002A

This SPECIAL WARRANTY DEED is made effective April 28, 2008, between **WAL-MART STORES EAST, INC.**, an Arkansas corporation, with an address of 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Grantor"); and **RTS INVESTORS II, LLC**, a North Carolina limited liability company, with an address of 10815 Sikes Place, Suite 300, Charlotte, NC 28277 ("Grantee").

**W I T N E S S E T H:**

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land situated, lying, and being in the Sandy Ridge Township, Union County, North Carolina, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall not be used for or in support of the following: adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, or any business whose principal revenues (principal revenues being defined as more than fifty percent (50%) of its total annual gross sales) are from the sale of alcoholic beverages for on or off premises consumption;
- (b) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years from the recording of this Deed. The



aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning any Grantor related business conducted on land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **“AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.”**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **“AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.”**

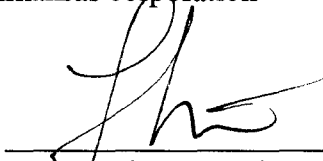
Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property **“AS IS”** and **“WHERE IS”**, and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property’s habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2008, and thereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Land Development of the Grantor, Wal-Mart Stores East, Inc., and caused its corporate seal to be hereto affixed the day and year first above written.

**WAL-MART STORES EAST, INC.,**  
an Arkansas corporation

By:   
T. Latriece Watkins  
Director of Land Development

[SEAL]

ACKNOWLEDGEMENT

STATE OF ARKANSAS    )  
  ) §§  
COUNTY OF BENTON    )

On this 24<sup>th</sup> day of April, 2008, before me, the undersigned notary public in and for said County and State, personally appeared before me T. Latriece Watkins to me personally known, who, being by me duly sworn, did say that she is Director of Land Development of Wal-Mart Stores East, Inc., and that the seal, if any, affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered by her on behalf of said corporation by authority of its Board of Directors, and said T. Latriece Watkins acknowledged said instrument to be the free act and deed of said corporation, and that she voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By:   
Name: SARAH FAITH CHOAT  
Notary Public

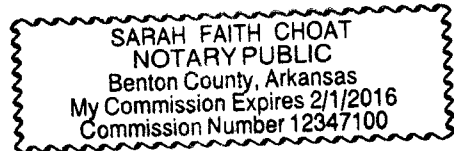


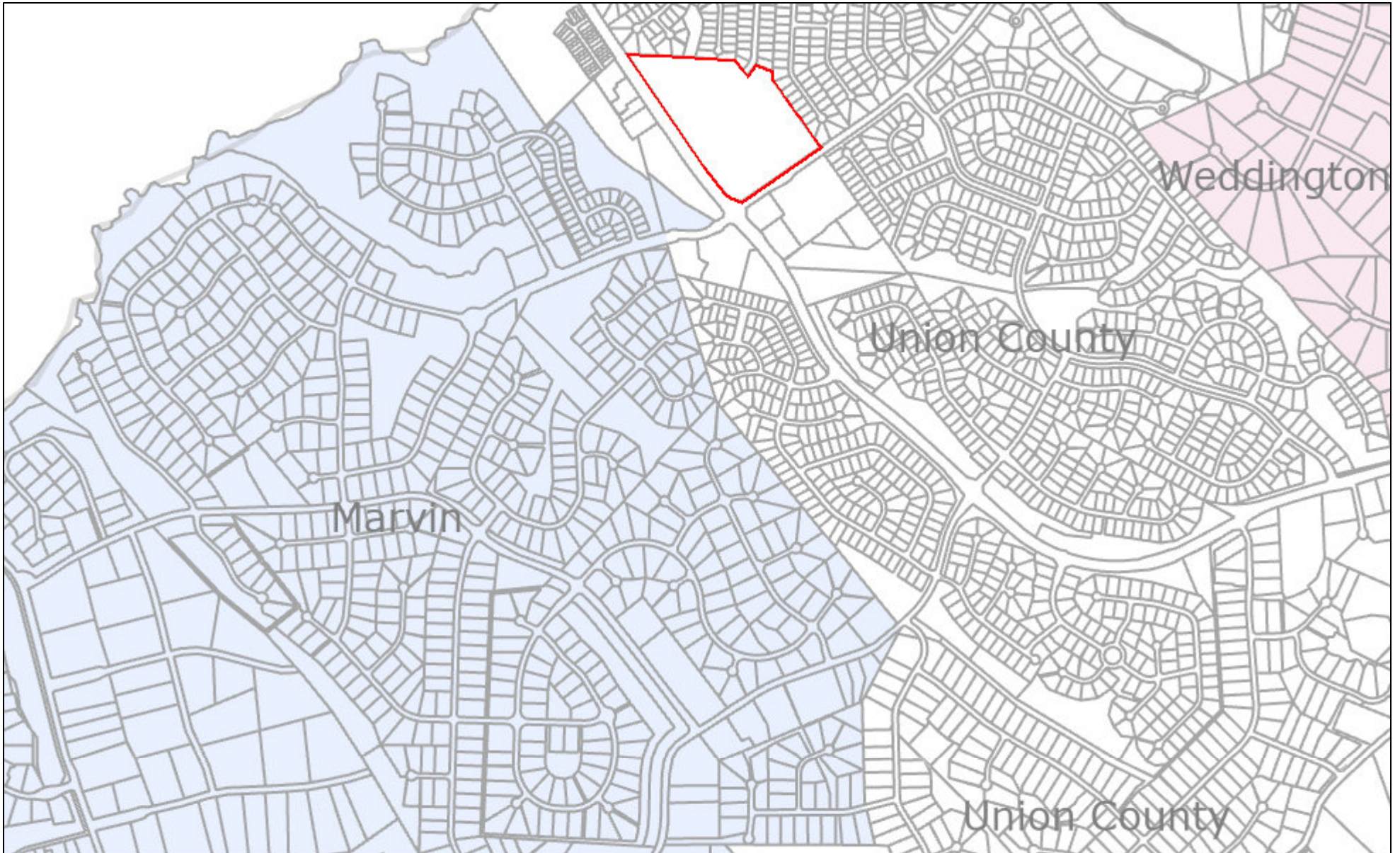
Exhibit "A"

[Legal Description]

Lying in Union County, North Carolina and described as follows:

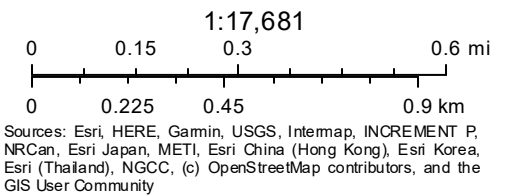
Commence at a found #5 rebar in the northern right-of-way of Rea Road Extension, S.R. #1306, a variable width public right-of-way, under instrument recorded in Deed Book 1061, Page 517, and Page 728, Book 25, Union Registry, and in the southwestern corner of Lot 276 of Somerset Phase 2, Map 10, as shown on map recorded in Plat Cabinet F, Page 761, Union Registry, and also marks the **Point of Beginning**; then with southern boundary of Lots 276, 277, 281 and 282, all as shown on map recorded in Plat Cabinet F, Page 761, Union Registry, as follows; (1) South 86-14-12 East 300.34 feet to a found #4 rebar in the southwestern corner of Lot 281; (2) South 86-13-22 East 107.62 feet to a found #4 rebar in the southwestern corner of Lot 282; and (3) South 86-15-12 East 99.26 feet to a found #4 rebar in the southwestern corner of Common Open Space of Somerset Phase 2, Map 6 as shown on map recorded in Plat Cabinet F, Page 615, Union Registry; then with the southern boundary of Common Open Space, Lot 299 and Lot 300, all as shown on map recorded in Plat Cabinet F, Page 615, Union Registry, South 86-14-16 East 458.90 feet to a set #5 rebar in the southwestern corner of Lot 331 of Somerset Phase 2, Map 2, as shown on map recorded in Plat Cabinet F, Page 286, Union Registry; then with the southern boundary of Lot 331 and the southwesterly boundary of the right-of-way of Tintinhull Lane, a 60 foot wide public right-of-way, South 40-33-50 East 165.57 feet to a found #4 rebar (bent) in the eastern right-of-way of Tintinhull Lane; then with the arc of a circular curve to the left having a radius of 280.00 feet, an arc length of 109.95 feet and a chord bearing and distance of North 41-21-44 East 109.24 feet to a found #4 rebar in the southwestern corner of Lot 332, as shown on map recorded in Plat Cabinet F, Page 286, Union Registry; then with the southern boundary of Lot 332 South 65-51-02 East 175.48 feet to a found rebar at a fence, in the western boundary of Lot 356 of Somerset Phase 2 Map 9, as shown on map recorded in Plat Cabinet G, Page 615, Union Registry; then with the western line of Lot 356 South 04-10-39 West 64.19 feet to found #4 rebar; then continuing with the western boundary of Lots 356 through 364, all as shown on map recorded in Plat Cabinet G, Page 615, Union Registry, South 34-25-20 East 744.71 feet to a found #4 rebar in the northwestern right-of-way of Tom Short Road, S.R.# 2902, a 70 foot wide public right-of-way, under instrument recorded in Deed Book 728, Page 25, Union Registry; then with the northwestern right-of-way of Tom Short Road South 56-22-22 West 846.75 feet to a found #4 rebar in the northern right-of-way Rea Road Extension; then with the northern right-of-way of Rea Road Extension as follows: (1) North 74-08-18 West 113.70 feet to a DOT R/W disk; (2) North 45-16-45 West 114.27 feet to a found DOT R/W disk; (3) with the arc of a circular curve to right having a radius of 4855.59 feet, an arc length of 470.19 feet and a chord bearing and distance of North 36-53-31 West 470.01 feet to a found DOT R/W disk; (4) North 33-14-07 West 225.23 feet to a found #4 rebar; (5) North 32-47-44 West 4.94 feet to a #4 rebar; and (6) North 32-47-44 West 768.85 feet to the **Point of Beginning**, containing approximately 28.112 acres, as shown on a survey prepared by Tony D. Carpenter, North Carolina Professional Land Surveyor L-4609 of The Isaacs Group, dated February 22, 2008, last revised April 24, 2008, File #: 08024-ALTA.dwg.

# Property Subject to Voluntary Annexation



March 26, 2025

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))







# Village of Marvin

## Memorandum

**TO:** Planning Department, Town of Weddington  
**FROM:** Austin W. Yow, Village Clerk & Assistant to the Manager  
**SUBJECT:** Notice of Potential Village of Marvin Annexation  
**DATE:** March 26, 2025

The Village of Marvin has received a petition for voluntary annexation within our annexation area. The subject parcel is illustrated on the enclosed map and the area is summarized on the table below. The parcel is non-contiguous with the current Village of Marvin boundaries.

In accordance with your municipality’s annexation agreement with the Village of Marvin, this memorandum serves as pre-notification of annexation. Should you no longer wish to receive these notifications, please email [clerk@marvinnc.gov](mailto:clerk@marvinnc.gov).

Within the next 60 days, the Marvin Village Council will be asked to schedule public hearings on the petitions.

If you have any questions or concerns, please email Hunter Nestor, Planning Director, at [planner@marvinnc.gov](mailto:planner@marvinnc.gov).

Parcel Number	Address	Acreage	Description
06198002A	9802 Rea Road	28.112 Acres	Non-Contiguous

Regards,

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



VILLAGE OF MARVIN  
NORTH CAROLINA

Marvin Village Hall  
10006 Marvin School Road  
Marvin, NC 28173

Phone: (704) 843-1680  
Fax: (704) 843-1660

Village Council Agenda Report

Meeting Date: Tuesday, April 8, 2025

MarvinNC.gov

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**Title:** Consider Entering Service Agreement with Carolina IT Services for IT Support Services, Pending Attorney Review

**Attachments:** Agreement **Action Requested:** Approve

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**Draft Motion:** To enter a service agreement with Carolina IT Services for IT support services, pending attorney review.

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**Budgetary Impact:** Budgeted Item(s)

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**Background:**

The Village's previous vendor for IT support services retired at the end of 2024. The Village of Marvin then entered an interim agreement with Carolina IT Services. Since that interim agreement was signed the Village has worked with Carolina IT to plan to replace computers/equipment and modernize IT practices. With this progress, staff is recommending that the Village move towards a long-term agreement with Carolina IT.

**Current:**

Staff is asking the Council to enter the attached agreement, superseding the Village's interim agreement with Carolina IT Services.

# Managed Services Agreement For



Managed Services Offerings	Services
Unlimited Remote Support	✓
Unlimited Automated Support	✓
PC Monitoring, Maintenance, Patching	✓
Office 365 License Management and Administration	✓
Endpoint Protection / Antivirus with BitDefender	✓
Security Threat Detection and Remediation with BitDefender	✓
Email Spam Filtering	✓
<b>\$55.00 per Endpoint. Total 11 Endpoints. \$605 per month.</b>	



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Addendum ..... 14

# Description of Services

## Unlimited Remote Support

CAROLINA IT SERVICES will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. CAROLINA IT SERVICES will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. CAROLINA IT SERVICES will make a “best effort” to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at CAROLINA IT SERVICES’s then hourly rate for service, currently \$145.00.

## Unlimited Automated Support

Through the use of CAROLINA IT SERVICES’s Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Microsoft Office 365. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. CAROLINA IT SERVICES’s remote monitoring and management software will monitor all PC’s that are powered 24/7 for critical errors.

All time billed by CAROLINA IT SERVICES’s Automated Support software will be covered under the terms of this agreement.

## Office 365

Microsoft Office 365 licenses will be maintained for each user as identified in the addendum. Office 365 Business Standard plan including email hosting with 50 GB mailbox including Outlook, Word, Excel, PowerPoint, Publisher, Access, SharePoint, Teams and OneDrive and 1 terabyte of storage for file storage and sharing. License cost will be billed by CAROLINA IT SERVICES as a separate line item on monthly SLA invoice which is an additional cost outside of this Agreement. License cost can change if additional licenses are purchased.

## Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC’s and PC’s. Antivirus software is enterprise grade antivirus (Bitdefender). CAROLINA IT SERVICES monitors the antivirus software 24/7 and in the event of a virus/worm/adware/spyware being detected an email will automatically be generated and sent to CAROLINA IT SERVICES Technical Support Staff. CAROLINA IT SERVICES will address viruses as requiring an emergency response by a technician to confirm virus removal.

## Security Threat Detection and Remediation

CAROLINA IT SERVICES provides managed threat detection and remediation services to uncover and address malicious network penetration attempts.

## Windows and Application Patch Management

Remote Management Software provided Windows and Application Patch management designed to keep Windows and other 3rd party applications up to date with the latest critical security patches and feature updates.

# Managed Services Cost Breakdown per Endpoint

Managed Services cost is calculated per client endpoint. Total number of Endpoints is given in Addendum by totaling Desktops and Laptops. Any additional Desktop or Laptops will increase the monthly cost by the total number of Services purchased in this agreement.

Service	Cost per Endpoint
Unlimited Remote Support	
Unlimited Automated Support	
PC Monitoring, Maintenance, Patching	
Office 365 License Management and Administration	
Endpoint Protection / Antivirus with Bitdefender	
Security Threat Detection and Remediation with Bitdefender	
Total Endpoint Cost	<b>\$55.00</b>
Email Spam Filtering*	<b>\$10.00 per Domain</b>

\*Spam filtering is \$10.00 per domain and not part of the endpoint cost. Domains being filtered will be listed on Monthly invoice.

# Managed Services Response Times

Trouble	Priority	Response Time 8am-6pm Weekdays
Service not available (all users and functions unavailable. Ex: Server down).	<b>1</b>	Remote within 1 hour  On-Site within 3 hours
Significant degradation of service (large number of users or business critical functions affected).	<b>2</b>	Remote within 2 hours  On-Site within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	<b>3</b>	Remote within 8 hours  On-Site within 48 hours
Small service degradation (business process can continue, one user affected).	<b>4</b>	Remote within 24 hours  On-Site within 72 hours

For same day services on priority 3 and 4 tickets must be entered before 4pm.

Clients may request a specific technician, however CAROLINA IT SERVICES will at its discretion assign a technician to address a service ticket or project work.

CAROLINA IT SERVICES reserves the right to allow CAROLINA IT SERVICES's NOC (Network Operations Center) to address all tickets initially. If the NOC cannot resolve a ticket, it will be escalated to a CAROLINA IT SERVICES Tier 3 or Tier 4 technician. If a ticket is escalated to CAROLINA IT SERVICES from the NOC, CAROLINA IT SERVICES may, in its sole discretion, determine that an onsite visit is necessary.

Client agrees that weather, traffic conditions or Force Majeure outside the control of CAROLINA IT SERVICES may extend or prevent remote or onsite response.

## Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 5 years. Replacement installation costs are billed outside the monthly service amount at CAROLINA IT SERVICES's then hourly rate. Servers must be covered by an active hardware warranty. CAROLINA IT SERVICES will coordinate warranty diagnostics, repairs and return to service. Routers, Firewalls and Switches managed by ISP or 3<sup>rd</sup> Party are not subject to the above requirements.
2. PC's (laptops/desktops/Macs) more than 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years will be billed as an additional charge.
3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a client has software particular to its business which is installed on its network, the client is responsible for obtaining installation, training and continuing technical support from the software provider. CAROLINA IT SERVICES technicians can assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.
6. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
7. All server and desktop software must be genuine, licensed and vendor supported.
8. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
9. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
10. All wireless data traffic in the environment must be securely encrypted.

At the time of initiating service for Client, CAROLINA IT SERVICES will evaluate Client's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.

# Agreement

Village of Marvin, herein referred to as Client and CAROLINA IT SERVICES, agree to the following:

- CAROLINA IT SERVICES will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 12 months beginning **April 1<sup>st</sup> 2025**. This Agreement will automatically renew for successive 12-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. CAROLINA IT SERVICES or Client may terminate this contract at any time, after an initial 12-month period with at least 30 days prior written notice. Service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
- Client agrees to all requirements in the preceding pages of this document.
- Client will pay CAROLINA IT SERVICES monthly on or before the 1st day of each month the amount of **\$605**. Parking expenses will be billed for on-site visits; CAROLINA IT SERVICES do not have a site visit charge. Clients will execute the ACH form attached to this Agreement and authorize the monthly drafting of their account for the monthly managed service. If the client is in a jurisdiction which charges sales tax on services, the stated price does not include tax. If Client is already using ACH for payments to CAROLINA IT SERVICES page 11 can be ignored.
- This Agreement covers only the client's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
- The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at CAROLINA IT SERVICES's then hourly rate plus expenses. Expenses may include but are not limited to travel, parking, and tolls.
- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.
- Clients will comply with the Policies and Responsibilities and the Managed Services Requirements.


This Agreement includes the Managed Services Offerings, Managed Services Requirements and the Terms and Conditions; these documents are incorporated herein by reference.

## Client

By \_\_\_\_\_  
Christina Amos, Village Manager

Date \_\_\_\_\_

## CAROLINA IT SERVICES, Inc.

By   
Fred Smith, Carolina IT Services

Date 3-31-2025

# Recurring ACH Payment Authorization

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit". You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I \_\_\_\_\_ of \_\_\_\_\_ authorize \_\_\_\_\_ to charge bank account indicated below for \$\_\_\_\_\_ on the 25th of each month.

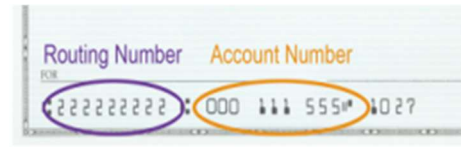
This payment is for next month's Managed Service Agreement charges.

## Billing Information

Billing Address \_\_\_\_\_ Phone # \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

## Bank Details

Account Name \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Routing Number \_\_\_\_\_



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify \_\_\_\_\_ in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of CAROLINA IT SERVICES or Client or is rightfully received by either party from a third party.
2. Client and CAROLINA IT SERVICES both agree that they will not solicit for hire, and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of CAROLINA IT SERVICES's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. If the Client work is substantially changed due to a Force Majeure, CAROLINA IT SERVICES will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to CAROLINA IT SERVICES of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service ongoing needs, CAROLINA IT SERVICES will review with Client the need for change of fees if any. Late fees will not be charged under the agreed scenario below:  
Change in number of users at an amount of \$100 per user. If a reduction is on a per user, as staff returns to work the per user fee will be added back to the monthly fee and prorated as of the date of return if mid-month.  
A flat fee charge per month. If the change is a flat fee per month, then billing will resume upon Client's resumption of services as mutually agreed between CAROLINA IT SERVICES and Client. This may be an evaluation between the parties of a gradual resumption of workers and network activity or an immediate resumption of workers and network activity.  
Deferred billing by 10% over 6 months. Then beginning after 6 months the deferred amount to be added back in subsequent months by 10% of the deferred amount or as mutually agreed.
5. CAROLINA IT SERVICES shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if CAROLINA IT SERVICES has been advised of the possibility of such damages. Regardless of the form of action, CAROLINA IT SERVICES's cumulative liability shall be only for loss or damage directly attributable to negligence of a CAROLINA IT SERVICES employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if CAROLINA IT SERVICES has to defend any action by Client, CAROLINA IT SERVICES is entitled to its reasonable attorney fees and expenses to be paid by Client.



6. Implied Warranties are expressly disclaimed by CAROLINA IT SERVICES. A CAROLINA IT SERVICES contractor is a technician or contractor who operates on behalf of CAROLINA IT SERVICES, is paid by CAROLINA IT SERVICES and has access to CAROLINA IT SERVICES's service ticket management system for making time entries and charges for their work. CAROLINA IT SERVICES is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from CAROLINA IT SERVICES, it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that CAROLINA IT SERVICES is not responsible for functioning of the equipment and has not made any express or implied warranties. CAROLINA IT SERVICES shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
7. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, CAROLINA IT SERVICES will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. CAROLINA IT SERVICES is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have CAROLINA IT SERVICES's software and security features. CAROLINA IT SERVICES is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and CAROLINA IT SERVICES may charge its then hourly rate for work on home or alternative networks. CAROLINA IT SERVICES will charge for additional software installed at home or alternative networks as needed.
8. In the event of a Force Majeure CAROLINA IT SERVICES is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
9. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network.
10. CAROLINA IT SERVICES may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
11. Failure to pay: If payment is not received by the first of the month for that month of service CAROLINA IT SERVICES reserves the right to put a hold on rendering on-site and remote services until a monthly fee has been paid, provided CAROLINA IT SERVICES gives a five (5) business day notice of late payment.
12. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by CAROLINA IT SERVICES. Client shall pay such taxes unless a valid exemption certificate is furnished to CAROLINA IT SERVICES for the jurisdiction of use, except in cases when CAROLINA IT SERVICES procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to CAROLINA IT SERVICES.
13. If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.

14. This Agreement is fully assignable by CAROLINA IT SERVICES. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
15. Termination: Termination by Client: Client may terminate this Agreement with or without cause after the first 12 months of the Agreement have passed payment of a Termination Fee equal to the amount of the monthly Managed Services fee agreed to in this Agreement **\$4,000** and ii.) payment of all past and currently due amounts together with late fees and costs unless client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and provided CAROLINA IT SERVICES was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. CAROLINA IT SERVICES shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

Termination by CAROLINA IT SERVICES:

- a. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from CAROLINA IT SERVICES or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of CAROLINA IT SERVICES to require payment at the time provided shall not be construed as a waiver of the right to do so.
- b. Any of the following which remains un-dismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.
- c. Failure of Client to comply with its obligations in this Agreement after written notice by CAROLINA IT SERVICES of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.
- d. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by CAROLINA IT SERVICES. If Client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and CAROLINA IT SERVICES has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify CAROLINA IT SERVICES so it's backups can be terminated.
- e. In the event of default or termination under any circumstances Client agrees it will provide access to CAROLINA IT SERVICES technicians to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client's MX records away from the spam filter system and redirect email to its server or it must provide CAROLINA IT SERVICES access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed CAROLINA IT SERVICES to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of

the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to CAROLINA IT SERVICES.

- f. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.
  - g. If either party terminates the relationship of managed service provider and client or if Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer, which will include hourly charges of technicians to complete the transfer and any services maintained by CAROLINA IT SERVICES containing Client data. The client must designate a vendor to handle its email, backups and any other services provided by CAROLINA IT SERVICES. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. CAROLINA IT SERVICES has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.
  - h. In the event of termination of services for any reason by either party, upon written request by Client CAROLINA IT SERVICES will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.
16. Dispute Resolution: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the CAROLINA IT SERVICES. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings, the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved, then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of CAROLINA IT SERVICES. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.
17. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of North Carolina. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the CAROLINA IT SERVICES, and the parties agree and consent to such jurisdiction and venue.
18. This Agreement does not create any rights in any third parties.
19. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof apart from allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with CAROLINA IT SERVICES. Programs must be installed by a CAROLINA IT SERVICES technician or software technical support with a CAROLINA IT SERVICES technician assisting. CAROLINA IT SERVICES shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than CAROLINA IT SERVICES unless CAROLINA IT SERVICES has agreed. Corrections of unauthorized modifications shall be at the rate of \$145 per hour and may be grounds for immediate termination by CAROLINA

IT SERVICES of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only CAROLINA IT SERVICES will make administrative or technical changes to the servers.

## Addendum

**Network Information to be filled in by Client and confirmed by CAROLINA IT SERVICES technician**

Location Addresses: 10006 Marvin School Rd, Marvin, NC 28173	Number of full-time users on site: 8
Number of full-time remote users: N/A	Number of part-time users on site: 1
Number of part-time remote users: N/A	Number of email accounts: N/A
Network Equipment Supported: N/A	

Equipment	Number
Desktops	N/A
Laptops	11
Network Printers	N/A
Standalone Printer	N/A

**Hourly Rate for Records Requests**

Carolina IT Services will bill Village of Marvin at the rate of \$145.00 an hour for any record requests involving the search and retrieval of any emails requested by outside parties via FOIA (Freedom of Information Act). Requests will be sent by the Village of Marvin or representing parties in email to our support alias (Support@CarolinaITServices.com).



VILLAGE OF MARVIN  
NORTH CAROLINA

Marvin Village Hall  
10006 Marvin School Road  
Marvin, NC 28173

Phone: (704) 843-1680  
Fax: (704) 843-1660

Village Council Agenda Report

Meeting Date: Tuesday, April 8, 2025

MarvinNC.gov

---

**Title:** Consider Adoption of Capital Reserve Fund Closeout Ordinance for Wyndmoor Improvements

**Attachments:** Ordinance **Action Requested:** Adopt

---

**Draft Motion:** To Adopt the Capital Reserve Fund Closeout Ordinance for Wyndmoor Improvements as Presented.

---

**Budgetary Impact:** No Budgetary Action Required

---

**Background:**

See Ordinance

**Current:**

See Ordinance



**OR-2025-04-01**

**AN ORDINANCE CLOSING THE CAPITAL RESERVE FUND FOR WYNDMOOR DEVELOPMENT**

**WHEREAS**, the Village Council of the Village of Marvin, North Carolina established a Capital Reserve fund, OR-2023-05-06 for Wyndmoor Development Improvements on May 25<sup>th</sup> 2023; and

**WHEREAS**, the purpose of the Capital Reserve was to receive the proceeds of the Wyndmoor LLC (Sinacori) surety bond for completion of improvements within the Wyndmoor Subdivision; and

**WHEREAS**, the security bond proceeds were spent in full and improvements have been completed.

**NOW THEREFORE, BE IT NOW ORDAINED** by the Marvin Village Council that the Capital Reserve Fund for Wyndmoor Development is hereby closed.

*Adopted this 8th day of April 2025.*

*Attest:*

---

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

---

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



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Village Council Agenda Report

Meeting Date: Tuesday, April 8, 2025

MarvinNC.gov

---

**Title:** Consider Approval of Finance Policy Regarding Disbursements via Electronic Payment

**Attachments:** Policy **Action Requested:** Approve

---

**Draft Motion:** To Approve the Finance Policy Regarding Disbursements via Electronic Payment as presented.

---

**Budgetary Impact:** No Budgetary Action Required

---

**Background:**

In 2018, Council adopted a Resolution allowing for Disbursements of Public Funds via Electronic Payments.

**Current:**

This Finance Policy continues this process to comply with General Statutes and streamline processes to work more efficiently.

<b>Policy Number</b> <b>P-2025-04-01</b>	<b>Title</b> Policy Regarding Disbursements of Public Funds Through Electronic Transactions (EFT/ACH Debit/Credit Card)	<b>Subject</b> Finance
<b>Presented</b> <b>April 8, 2025</b>	<b>Presented to</b> Village Council	<b>Number of Pages</b> <b>2</b>

**POLICY REGARDING PUBLIC DISBURSEMENTS OF PUBLIC FUNDS THROUGH ELECTRONIC TRANSACTIONS**

**PURPOSE**

The Village Council (the “Council”) of the Village of Marvin, North Carolina (the “Village”) is adopted a resolution (RS-2018-05-01) authorizing the Village of Marvin to engage in Electronic Payments as defined by G.S 159-28. This policy sets forth the Village of Marvin’s written policy prescribing the accounting and control procedures under which any funds under its control are allowed to be spent by electronic transactions.

**DEFINITION**

Electronic disbursements are those that are paid through EFT (Electronic Fund Transfer), ACH (Automated Clearing House), Debit Cards, Credit Cards, Charge Cards or Store Line of Credit, Purchase Cards, or Gas Cards.

**STATEMENT OF POLICY**

20 NCAC 03 .0409 Offers Exemption from Pre-audit Certificate Requirements for Electronic Payments. To qualify for an exemption from the preaudit certificate requirement in G.S. 159-28(a1) for electronic payments, the Village shall do the following:

- a) Have an encumbrance system, for tracking obligations. This can be manual or part of the accounting system, or a combination of both.
- b) Before any disbursement is made via electronic payment methods, the Authorized Employee or Department Head will ensure with the Finance Department or through other means, that there is a budget, project, or grant ordinance appropriation authorizing the expenditure.
- c) Before any disbursement is made via electronic payment methods, the Authorized Employee or Department Head will ensure with the Finance Department or through other means that monies remain in the appropriation to cover the amount that is due during the current fiscal year if part of the annual budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance.
- d) Before any disbursement is made via electronic payment methods, the Authorized Employee or Department Head will ensure with the Finance Department that the Village has sufficient cash to cover the payment.
- e) Authorized Employees and Department Heads will be trained in this policy and the Finance Director will make sure that these procedures are followed before undertaking electronic payments.
- f) The Finance Department has the discretion to issue incremental blanket P.O.’s throughout the fiscal year to authorize spending to make this process easier for Department Heads.
- g) At a minimum of once per quarter the Finance Director shall provide the Village Council with a budget to actual statement that includes budgeted amounts, actual amounts, encumbrances and the amount of the budget that is unobligated.



<b>Policy Number</b> <b>P-2025-04-01</b>	<p style="text-align: center;"><b>Title</b></p> Policy Regarding Disbursements of Public Funds Through Electronic Transactions (EFT/ACH Debit/Credit Card)	<b>Subject</b> Finance
<b>Presented</b> <b>April 8, 2025</b>	<p style="text-align: center;"><b>Presented to</b></p> Village Council	<b>Number of Pages</b> <b>2</b>

By Authority of G.S 159-28 (d1) and (f)(3) and G.S. 115C-441 9 (d1) the Village, through compliance with the above, shall not be required to affix the pre-audit certificate OR a disbursement certificate on receipts or invoices that are made via electronic payment with:

- a) Charge cards/store line of credit;
- b) Credit cards;
- c) Debit cards;
- d) Gas cards;
- e) Procurement cards;
- f) ACH payments;
- g) Electronic fund transfers.



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**Village Council Agenda Report**

**Meeting Date: Tuesday, April 8, 2025**

**MarvinNC.gov**

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**Title:** Information Only: Marvin Loop Trail and Marvin Efird Park Walkway Project Updates

**Attachments:** None **Action Requested:** Information Only

---

**Draft Motion:** No Motion Requested

---

**Budgetary Impact:** No Budgetary Action Required

---

**Background:**

Previously approved projects for the asphalt resurfacing of the Marvin Loop Trail and the installation of a walkway in Marvin Efird Park have recently began. This agenda item is to provide an update on these projects.

**Current:**

The Marvin Loop Trail resurfacing project is scheduled to begin on April 7, 2025, and will consist of resurfacing the trail with new asphalt. The project is projected to last a couple of weeks, weather permitting. Project information was shared with Preserve and Marvin Creek property manager or homeowners' association representative and was asked to be shared with their residents. This information was also shared with Marvin Elementary School Administration.

A new concrete walkway was recently installed in Marvin Efird Park and extends from the upper parking lot to the playground walking path. This walkway was previously approved during the park asphalt project for the roads and parking areas. Some minor work is still being performed to backfill around the walkway, but public works staff anticipates having that completed soon.



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Village Council Agenda Report

Meeting Date: Tuesday, April 8, 2025

MarvinNC.gov

---

**Title:** Public Hearing to Consider Adoption of an Ordinance for Zoning Map Amendment 2025-1 (9709 Marvin School Road)

**Attachments:** Staff Memo, Rezoning Application  
Materials

**Action Requested:** Adopt

---

**Draft Motion:** To adopt an ordinance amending the official zoning map to rezone the 7.011-acre property (2 parcels) located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530) from Rural-Residential (R-R) to Single Family Residential (SFR-1) and find that the proposed zoning map amendment is consistent with the Village of Marvin 2020 Land Use Plan and other officially adopted Village plans and is reasonable and in the public interest.

---

**Budgetary Impact:** No Budgetary Action Required

---

**Background:**  
See Staff Report.

**Current:**  
See Staff Report.



## Village of Marvin

**DATE:** April 8<sup>th</sup>, 2025  
**TO:** Village Council  
**FROM:** Hunter Nestor, Planner and Zoning Director  
**SUBJECT:** Public Hearing for Zoning Map Amendment 2025-1  
(9709 Marvin School Road, Marvin, NC 28173)

### Background

Rosemarie Hall LLC has submitted a Zoning Map Amendment (Rezoning) application to rezone the 7.011-acre property (2 parcels) located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530) from Rural-Residential (R-R) to Single Family Residential (SFR-1). This rezoning will follow the procedure outlined in 5.3 of the Marvin Development Ordinance.





## Village of Marvin

### Analysis

	Existing Land Use	Zoning Designations
Subject Property	Residential	R-R
North	Residential	R-R
South	Residential	R-R and Union County R-40
East	Residential	R-R and SFR-1
West	Civic - Marvin Elementary	Civic

General: The rezoning application is to rezone the 7.011-acre property (2 parcels) located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530) from Rural-Residential (R-R) to Single Family Residential (SFR-1) to subdivide the property to create an additional 4-5 lots for a total of 6-7 single-family lots.

Lot Characteristics:

The property is currently zoned Rural-Residential per the Marvin Development Ordinance. Prior to the adoption of the MDO, the property was zoned R-Marvin Residential and then zoned Rural-Residential with the adoption of the MDO. Below are the minimum lot regulations for Rural-Residential, SFR-1 and the old R-Marvin Residential:

Zoning	R-R	SFR-1	R-Marvin Residential
Minimum Lot Size (Gross Square Foot)	2.5 Acres	34,900 SQFT	43,560 SQFT (1 Acre)
Minimum Lot Width (Measured at Front Street Setback)	144'	130'	130'
Minimum Front Street Setback (measured from Street ROW)	50'	50'	50'
Minimum Rear Yard Setback	40'	40'	40'
Minimum Side Yard Setback	16'	16'	20'

Neighborhood Meeting: Neighborhood Meeting was held Thursday, February 6<sup>th</sup>, 2025, from 6PM to 8PM at Village Hall. Approximately 20 residents attended the meeting. Most of the questions/comments received were from the adjoining property owners stating that their CCR's do not allow property to be subdivided. **Please note, that Village does not enforce covenants, deeds and restrictions. That can only be enforced by the HOA/property owners and a civil matter.** However, where the regulations of the Marvin Development Ordinance are more restrictive or impose higher standards or requirements than such easement, covenant, or other private agreement, then the requirements of the MDO shall govern.



## Village of Marvin

Residents that attended also asked questions regarding road access, stormwater and utilities for potential development. Staff have also included in the packets, a letter from the adjoining property owners regarding this rezoning.

### Review and Discussion

The subject property was recommended to be zoned SFR-1 with the adoption of the MDO. However, at the time of the adoption, this property was changed to Rural-Residential. SFR-1 was recommended for these 2 parcels as the owner was in the process of applying to subdivide the property under the old ordinance but did not submit a formal application prior to the adoption of the MDO. The owner of the property is making this request to help with the sale of the property.

Per Article 5 of the Marvin Development Ordinance (5.3-3(D)(2)):

*When considering a proposed amendment, the Marvin Village Council shall not evaluate the petition based on any specific proposal for the use or development of the property unless explicitly required by this Ordinance. The petitioner shall not use any graphic materials or descriptions of the proposed development except for those that would apply to all uses permitted by the requested classification including applications for an overlay district Zoning Map Amendment (TNDO & HIO) where the use is highly pertinent to the facts during consideration of the amendment and/or where a development agreement is to be made as part of the project.*

When the Council is reviewing this rezoning application, it is for the rezoning only. The submitted site plan by the applicant is not tied specifically to the rezoning. And it only represents a visual of how the property could potentially be subdivided if the rezoning is approved. The Village Council shall consider both the consistency and reasonableness of the rezoning with the Village of Marvin 2020 Land Use Plan, other officially adopted Village Plans. This includes the following:

- The size, physical conditions, and other attributes of the area proposed to be rezoned;
- The benefits and detriments to the landowners, the neighbors, and the surrounding community;
- The relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;
- Why the action taken is in the public interest; and
- Any changed conditions warranting the amendment.





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## Village of Marvin

If the rezoning is approved, it may be subdivided further through the minor or major subdivision process as outlined in the MDO. The proposed lots of the subdivision would have to comply with all the minimum lot requirements for the SFR-1 Zoning District. Below is an overview of the Major and Minor subdivision process per the MDO.

**Major Subdivisions** - Any non-residential subdivision; or a residential subdivision establishing more than three new lots or requiring new public street(s) for access to interior property or requiring extension of public sewage and/or water line or requiring a waiver or variance from any requirement of this Ordinance.

### *Major Subdivision Process:*

1. **Pre-application Conference (Required):** Discuss your project with the Planning Department to understand the process and requirements.
2. **Application Submittal:**
  - a. Include a Preliminary Plat and Site Development Plan meeting specific standards.
  - b. Application form with landowner/agent info and authorization proof.
3. **Planning Board and Staff Review:**
  - a. Planning Department checks compliance with regulations.
  - b. Planning Board provides input on the proposal.
  - c. Review by other agencies may be required.
4. **Preliminary Plat Approval (if compliant):**
  - a. Valid for 2 years (with possible 3-year extension).
  - b. Develop construction plans and start construction within this timeframe.
5. **Final Plat Submittal and Approval:**
  - a. Must be recorded within 60 days of approval.
  - b. Plat needs signatures from owner(s) and Planning Department.

**Minor Subdivisions** – A residential subdivision involving three or fewer lots fronting on an existing approved public street(s), not requiring any new public or private street(s) for access to interior property, not requiring extension of public sewage or water line and not requiring a waiver, modification, or variance from any requirement of this Ordinance provided all of the following criteria are met:

- (1) The tract or parcel to be divided is not exempted under sub-section 16.1-2(A)(2) of Article 16 of this Ordinance.
- (2) No part of the tract or parcel to be divided has been divided under this definition 10 years prior to division (.
- (3) The entire area of the tract or parcel to be divided is greater than 2 acres.
- (4) After division, no more than three lots result from the division.
- (5) After division, all resultant lots comply with all of the following:
  - a. All lot dimension size requirements of the applicable land-use regulations, if any.
  - b. The use of the lots is in conformity with the applicable zoning requirements, if any.
  - c. A permanent means of ingress and egress is recorded for each lot.



## Village of Marvin

### *Minor Subdivision Process:*

1. **Pre-application Conference (Required):** Discuss your project with the Planning Department.
2. **Application and Plat Submittal:**
  - a. Include a Minor Subdivision Plat meeting specific standards.
  - b. Application form with landowner/agent info and authorization proof.
3. **Staff Review:**
  - a. Planning Department checks compliance with regulations.
4. **Final Plat Approval (if compliant):**
  - a. Valid upon recording (needs to happen within 60 days).
  - b. Plat needs signatures from owner(s) and Planning Department.

### **Additional Notes on Subdivision:**

- A sign-off license is required for anyone erecting or maintaining signs (except for some business owners installing their own signs).
- For Major Subdivisions proposing new street infrastructure, a Development Agreement is required.
- Failing to meet deadlines or comply with regulations can result in needing to resubmit the application.
- Refer to Article 7 of the Marvin Development Ordinance for complete details and additional requirements.

<b>Recommendation</b>
-----------------------

**Staff Recommendation:** Recommend Approval of Zoning Map Amendment 2025-1 and find that the proposed Zoning Map Amendment is consistent with the recommendations and goals of the Village of Marvin 2020 Land Use Plan, other officially adopted Village Plans and is reasonable and in the public interest.

**Planning Board Recommendation:** The Planning Board reviewed the Zoning Map Amendment during their regular scheduled meeting on February 18th, 2025. The Planning Board voted 5-2, to recommend approval of Zoning Map Amendment 2025-1 and find that the proposed Zoning Map Amendment is consistent with the recommendations and goals of the Village of Marvin 2020 Land Use Plan, other officially adopted Village Plans and is reasonable and in the public interest.





# Village of Marvin

Application Number: 2025-1

Application Date: 1-12-2025

## APPLICATION FOR ZONING MAP AMENDMENT

Address of Subject Property:

**9709 Marvin School Rd Marvin NC 28173**

**Applicant(s) Name:** Rosemarie Hall LLC  
Address of Applicant: 9935D Real Rd. Ste 261  
Charlotte NC 28277  
Email: rosemariehallllc@gmail.com

Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

**Owner(s) Name:** Rosemarie Hall LLC  
Address of Owner: 9935D Rea Rd. Ste 261  
Charlotte NC 28277  
Email: rosemariehallllc@gmail.com

Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

### Zoning Request Information

**Current Zoning District** RR

**Requested Zoning District** SFR1

Current Use of Land \_\_\_\_\_

Surrounding Uses of Land \_\_\_\_\_

Is it in a Flood Zone? No

Approval Permit Number \_\_\_\_\_

Comments This property was zoned the same as SFR1 before MDO approval.

Does the applicant own one hundred percent (100%) of the area involved in the application (yes or no)?  
If no, a consent form must be completed. Yes

*Consent Form Attached*

Was this property the subject of any **previous application** (yes or no)? No

If yes, list the previous application number(s): \_\_\_\_\_

**Tax Parcel Numbers:** 06204004 and 06-204530

Acreage 7.01 Current Zoning Classification: RR

Land Use Plan recommendation: 7 one acre lots

Existing Use of the Subject Property: One residential property

Existing Improvements on the Subject Property: None

## APPLICATION FOR ZONING MAP AMENDMENT – PAGE 2

Provide a **detailed description** of the proposal. Attached additional pages or documentation if necessary.

7 single family one acre lots to front Marvin School Rd., Robinwood Ln. and Dovewood Pl. A preliminary scratch plan is attached.

Specify any specific ordinance(s), standard(s), condition(s), and/or regulation(s) sought to be modified. Attached additional pages or documentation if necessary.

**Oath:** The above information, to my knowledge and belief, is true and correct.

Will Owens - Rosemarie Hill LLC  
[Signature]  
Signature(s) of Petitioner(s)

\_\_\_\_\_  
Signature(s) of Owner(s) (if different than petitioner)

STATE OF North Carolina  
COUNTY OF Union  
Subscribed and sworn to before me this  
13<sup>th</sup> day of January, 20 25

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Mary Canongo  
Notary Public  
Mary Canongo  
Printed Name of Notary Public  
My Commission expires: 04/23/2029

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public  
My Commission expires: \_\_\_\_\_





Village of  
Marvin

marvinncc.gov  
T: (704) 843-1680  
F: (704) 843-1660  
10006 Marvin School Rd  
Marvin, NC 28173



PLANNING & ZONING

NEIGHBORHOOD MEETING  
VISITOR SIGN-IN SHEET

DATE: 2-6-2025 TIME: 6:00

Neighborhood Meeting Subject ZMA 2025-1 - 9709 Marvin School Rd

First & Last Name	Email Address	Address
Bon Hammel	hammel1014@icloud.com	3219 OAK BROOK DR.
Mark + Jewell Watson	markwatson@windstream.net	9509 Dawewood Place
GASH ROSE		1209 LARRYDLE
EUREKA HUMAN	ewreka@icloud.com	
Chris Tomala	Christtomala@gmail.com	
Paul Curcio/Helen Nord	pcurcio@bellcastr.net	9016 Hatterfield Ct 28217
Jennifer Barbara	jbarbara_family@yahoo.com	609 Appomatox Dr.
KOYANNEMOREAN	rxfrance@gmail.com	979 ROBIN WOOD LANE
BILL MOREAN	w.mcc.morgan@gmail.com	" same
JFK .CEE	iceboard@gmail.com	9711 BEANWOOD LANE.
Jan Jany		
Nenee Ingle	nenee.ingle+icloud.com	9506 Rosewood Pl





Hunter Nestor  
Planning Director  
10006 Marvin School Road  
Marvin NC 28173  
2/3/25

From: Robinwood Subdivision Homeowners

Subject : Village of Marvin consideration for a conditional rezoning application on property parcel numbers (06-204004 and 06-204530), 7.001 acres, 9709 Marvin School Road, Marvin NC 28173.

Dear Mr. Nestor,

The homeowners of Robinwood Subdivision were notified by letter dated January 15, 2025 of a conditional rezoning application, submitted for approval, to the Village of Marvin zoning board for the abovementioned parcels.

Robinwood Subdivision is governed by a document titled: Declaration of Covenants, Conditions, Restrictions of Robinwood Subdivision. This document was recorded October 4, 1979, book 330, pages 363-372, Cabinet A, file no. 191A, Register of Deeds, Monroe, N.C.

Quotes from the Covenants:

"No lot on subject property shall be sub- divided " (Paragraph 7).

"Restrictions are effective for a period of 20 years from date hereof, at which time said restrictions shall be automatically extended for successive periods of 10 years each " (Paragraph 18).

To change the Covenants, there must be a 75% approval vote from the subdivision homeowners. No such vote has been taken or requested. Since the covenants are still in effect, approving this rezoning application would clearly contradict the covenant's requirement that no lot be subdivided, which poses considerable concern to the homeowners.

In addition, a subdivision of these lots would greatly impact our neighborhood and negatively change its character.

If current development patterns are followed, the 7 acres would likely be clear cut to accommodate houses. Additional roads and access would be added and the existing Robinwood entrance would likely be altered. Approximately 700 linear feet of sub-divided lots would have access to the right of way and private roads, which would add increased traffic of various types on our private roads. The homeowners are 100% responsible for care and maintenance on Robinwood Lane and Dovewood Place. If the requested zoning change were to be approved, it would create additional road maintenance which would require an unfeasibly high cost to maintain. The intersection of Robinwood Lane and Marvin School Road, at the Marvin School entrance, also already has traffic backed up both ways when the school starts and ends. Adding additional homes and their families to the traffic pattern would increase the problem with no solution.

Based on the referenced Covenant documents, lack of due process requesting a vote, and information included in this letter outlining our concerns, the homeowners of Robinwood ask the zoning board of Marvin to stop all consideration of the application and reject the request for conditional rezoning of Robinwood Subdivision.

Thank you for your consideration. If you have any questions, please do not hesitate to call me.

Robert (Bob) Traylor and the Robinwood Homeowners  
704-877-6460



cc: Marvin Village Council  
cc: Marvin Planning Board



**OR-2025-04-xx**

**AN ORDINANCE OF THE VILLAGE OF MARVIN, NORTH CAROLINA  
AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY  
LOCATED AT 9709 MARVIN SCHOOL ROAD, MARVIN, NC 28173 (PARCEL NUMBERS: 06-  
204004 AND 06-204530) FROM RURAL- RESIDENTIAL (R-R) TO SINGLE FAMILY  
RESIDENTIAL (SFR-1)**

**WHEREAS**, the subject property is two parcels located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530); and

**WHEREAS**, a public hearing on the question of rezoning the subject parcel was held at Marvin Village Hall, at 6pm on April 8<sup>th</sup>, 2025, after due notice by the Enquirer Journal on March 29<sup>th</sup>, 2025, and April 5<sup>th</sup>, 2025; and

**WHEREAS**, N.C.G.S. 160D-601(c) states that all rezonings must be adopted by ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council for the Village of Marvin, North Carolina that the Official Zoning Maps referenced in Article I of the Marvin Development Ordinance is hereby amended by changing the zoning the 7.011-acre property (2 parcels) located at 9709 Marvin School Road, Marvin, NC 28173 (Parcel Numbers: 06-204004 and 06-204530) from Rural-Residential (R-R) to Single Family Residential (SFR-1) and find that the proposed zoning map amendment is consistent with the Village of Marvin 2020 Land Use Plan and other officially adopted Village plans and is reasonable and in the public interest.

*This ordinance shall be effective April 8<sup>th</sup>, 2025, and ordered published as provided by law.*

*Attest:*

\_\_\_\_\_  
*Austin W. Yow, Clerk & Assistant to the Manager  
Village of Marvin*

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



**VILLAGE OF MARVIN  
NORTH CAROLINA**

**Marvin Village Hall  
10006 Marvin School Road  
Marvin, NC 28173**

**Phone: (704) 843-1680  
Fax: (704) 843-1660**

**Village Council Agenda Report**

**Meeting Date: Tuesday, April 8, 2025**

**MarvinNC.gov**

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**Title:** Update on Vendor Research for Archeological Studies at Proposed Tullamore Phase 4 Site

**Attachments:** None **Action Requested:** Information Only

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**Draft Motion:** No Motion Required

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**Budgetary Impact:** No Budgetary Action Required

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**Background:**

Staff has been searching for smaller groups who specialize in revolutionary war history to conduct archeological studies on the proposed Tullamore phase 4 trail.

**Current:**

Staff has been in contact with the DNCR about funding opportunities for this year. We learned there isn't anymore for this year. Staff then Contacted DAR which specializes in Revolutionary war history. We did not fall under their guidelines. (they work specifically with 501c3). The DAR did direct us to contact the State historic preservation, which falls under the DNCR but may be a more specialized sector. We have contacted and waiting to see what they say.

**VOM ACTION ITEM LIST**

**\*Priority Legend: H = <1-2 Months, M = 3-5 Months, L = >6 Months**

Date	Item	Action Needed	Assigned To	Status	Priority*	Update
<b>2021</b>						
5/11/2021	Trail Easement	Secure the trail easement for the Innisbrook-Preserve Trail connection.	Nestor & Huneycutt	On Hold	L	
<b>2023</b>						
1/10/2023	Park Land	Councilman Deatherage and Mr. Nestor will speak with the Towns at Ardrey Park regarding the donation of land for a park.	Nestor & Huneycutt	In Progress	L	Fall
10/26/2023	Bonds Grove/WM RAB	Ms. Amos will contact NCDOT and Union Power to get Bonds Grove/Waxhaw-Marvin roundabout plans to incorporate lighting, irrigation sleeves, pedestrian cutouts before it goes out for bid.	Amos	On Hold	H	
<b>2024</b>						
6/27/2024	Annexation Study Committee	Council will call the applicants for the Annexation Study Committee. - March WS	Council	On Hold	H	3/27 WS
6/27/2024	Stormwater & Pavement Condition Studies	Staff will provide Council with recommendations based on the stormwater and pavement condition studies.	Staff	In Progress	H	5/29 WS
10/30/2024	MEP Emergency Exit	Mr. Broom will research an emergency exit for Marvin Ebird Park.	Broom	In Progress	L	7/31 WS
10/30/2024	Community Survey	Mr. Yow will bring back the community survey questions in May with added questions from the PR&G Board.	Yow	In Progress	L	May
12/10/2024	Contract	Ms. Amos will execute the contract with Blue Ridge Trail Works for construction of the Marvin Creek Connector.	Amos	On Hold	H	
12/10/2024	Petition NCDOT for Roads	Mr. Broom will move forward with petitioning NCDOT to turn over certain roads in the Marvin Creek, Innisbrook, and Woodcliff subdivisions to the Village for maintenance.	Broom	In Progress	M	6/10
<b>2025</b>						
1/14/2025	Contract	Ms. Amos will execute the agreement with Russell Standard for the fog seal application.	Amos	In Progress	M	After NCDOT Release
1/14/2025	Valhalla Farms Roads	Mr. Broom will prepare the paperwork for the NCDOT abandonment of roads in the Valhalla Farms subdivision, with the Village accepting the roads after the warranty expires in July.	Broom	In Progress	M	6/10
1/30/2025	Meeting with Waxhaw Mayor	Mayor Pollino will arrange a meeting with Waxhaw Mayor Murray regarding the sports complex and the Bonds Grove/Waxhaw-Marvin intersection and roundabout project.	Pollino	In Progress	H	
1/30/2025	Update Logo	Mr. Yow will move forward with the replacement of the Village logo on the welcome sign at Publix.	Yow	In Progress	M	6/26 WS



Date	Item	Action Needed	Assigned To	Status	Priority*	Update
1/30/2025	Marvin Loop Asphalt Resurfacing	Mr. Broom will move forward with the asphalt resurfacing of the Marvin Loop, contingent upon a positive recommendation of the PR&G Board.	Broom	In Progress	M	April
2/11/2025	Stacy Howie Abandonment & NLT	Mr. Broom will start the abandonment process for Stacy Howie Road, order a no left turn sign, and will contact SCDOT.	Broom	In Progress	H	6/10
2/27/2025	Asphalt Contract Extension	Mr. Broom and Ms. Amos will move forward with the extension of the miscellaneous asphalt contract with Red Clay Industries.	Broom & Amos	In Progress	H	May
2/27/2025	Concrete Contract Extension	Mr. Broom and Ms. Amos will move forward with the extension of the miscellaneous concrete contract with Union Environmental.	Broom & Amos	In Progress	H	May
2/27/2025	Comprehensive Plan	Mr. Nestor will move forward with preparing a scope of work for a Village-wide comprehensive plan.	Nestor	In Progress	M	5/29 WS
2/27/2025	Local Organizations Research	Mr. Huneycutt will research local organizations that could assist in archaeological services to locate potential burial sites in the vicinity of the proposed Tullamore Phase 4 Trail.	Huneycutt	In Progress	M	
3/11/2025	Blue Light Emergency Systems	Councilman Baresich will seek feedback from the PR&G Board regarding Blue Light Emergency Systems.	Baresich	Complete	M	4/8 Reg
3/11/2025	Mobile Speed Radar Data	Mr. Broom will look into pulling the data from the mobile speed radar unit.	Broom	In Progress	L	
3/27/2025	Contract for StRAP Admin/Engineering	Ms. Amos will execute the contract with Dewberry for the StRAP Grant administrative services and engineering.	Amos	In Progress	H	
3/27/2025	Contract for Logo Swap	Ms. Amos will execute the agreement with Publix for the logo replacement.	Amos	In Progress	H	
3/27/2025	Candidate Questionnaire	Mr. Yow will prepare the Candidate Questionnaire for the 2025 Municipal Elections.	Yow	Complete	M	
3/27/2025	2026 Council Retreat	Mr. Yow will book Old North State Club for the 2026 Council Retreat.	Yow	Complete	M	
3/27/2025	Coffee with Council	Mr. Yow will send calendar invites for Coffee with Council events from April through June.	Yow	Complete	M	
3/27/2025	Potential Quorum Notice	Mr. Yow will issue a potential quorum notice for the neighborhood meeting on Monday, March 31.	Yow	Complete	H	
3/27/2025	Traffic Calming in Preserve	Mr. Broom will move forward with implementing the traffic calming policy in the Preserve subdivision, contingent upon receipt of an encroachment permit from the HOA within 60 days.	Broom	In Progress	L	
3/27/2025	5K Road Closure	Mr. Huneycutt will move forward with the road closures for the 5K and Fun Run.	Huneycutt	In Progress	M	

Date	Item	Action Needed	Assigned To	Status	Priority*	Update
3/27/2025	Sister City Research	Ms. Das will conduct further research on Sister Cities and will report back in the coming months.	Das	In Progress	L	