



Village Council Work Session Agenda

Thursday, May 29, 2025, 6:00 p.m.
Marvin Village Hall, 10006 Marvin School Road

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A. <u>CALL TO ORDER</u>	
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9.	Consider Approving Cost Overruns for the Marvin Creek Sidewalk Repair Project in the Amount of \$4,253.00	Davy Broom	118
10.	Consider Approval of Contract with Russell Standard to Perform Fog Sealing of Roads in Innisbrook at Firethorne, Woodcliff Court, and Various Roads in the Marvin Creek Subdivision	Davy Broom	121

I. 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 the Adoption of the FY25-26 General Fund Budget Ordinance	Jill Carilli	221
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J. UNFINISHED BUSINESS

1.	Discuss and Consider Entering Agreement with Dewberry for Archeological Study of Proposed Tullamore Phase 4 at a Cost Not to Exceed \$20,000 with a 10% Contingency AND Allow Manager to Execute Agreement	Tyler Huneycutt	233
2.	Discuss and Consider Adoption of a Resolution to Assume Maintenance of Certain NCDOT Roads within the Valhalla Farms and Providence Ridge Subdivisions, Pending Approval by NCDOT	Davy Broom	240

K. NEW BUSINESS

L. OPEN TOPICS

M. REVIEW OF ACTION ITEMS

N. <u>REVIEW OF THE MAYOR PRO KIM LIST</u>			245
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- O. COUNCIL COMMENTS
- P. CLOSED SESSION
- Q. ADJOURNMENT



Village Council Budget Work Session Meeting

May 13, 2025, 5:00 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

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

A. CALL TO ORDER

Mayor Pollino called the meeting to order at 5:03pm and determined a quorum was present.

B. CONSIDER ALLOWING REMOTE PARTICIPATION

No council members participated remotely.

C. ADOPTION OF THE AGENDA

Moved by Mayor Pro Tempore Vandenberg

To adopt the agenda as presented.

Vote: Motion Passed Unanimously

D. BUDGET WORK SESSION

1. Discuss and Consider Adoption of Village of Marvin 2025-2035 Strategic Plan

TIME STAMP 4:05

(See attached, Item D1, which is included as a reference in these minutes.)

Christina Amos, Village Manager, explained that staff prepared a strategic planning document based on discussions during the Village Council Retreat, assigning tasks to goal years.

Moved by Mayor Pro Tempore Vandenberg

To adopt the Village of Marvin 2025-2035 Strategic Plan as presented.

Vote: Motion Passed Unanimously

2. Information Only: Review of the Updated Contracts List

TIME STAMP 6:20

(See attached, Item D2, which is included as a reference in these minutes.)

Ms. Amos explained that the Village's list of current contracts has been included in the agenda packets for information only.

3. Presentation and Discussion of the FY 25-26 Budget

TIME STAMP 9:00

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

Jill Carilli, Finance Director, noted that the draft budget has been reviewed multiple times. She noted that running revenue neutral would not allow the Village to put funds into fund balance or allow the Village to save for future roundabouts and road maintenance.

She reminded the Council that they added \$53,000 or roughly 19 percent of the cuts back into the budget.

Councilmen Deatherage and Lein arrived at 5:09pm.

The Council discussed saving for current and future roundabout projects, noting that the Village must begin saving much more funds in future years.

4. Presentation of Powell Bill and Roads Expected Revenues and Expenditures – 7-Year Plan

TIME STAMP 25:20

(See attached, Item D4, which is included as a reference in these minutes.)

Ms. Amos noted that the Council has planned well thus far with road maintenance, but noted that road maintenance costs will increase as more substantial repairs will be required in future years. She also noted that future roundabouts are not accounted for by the Powell Bill tracker sheet.

The Council returned to the discussion of the draft budget, which includes \$226,000 in cuts to departments and a final tax rate of \$0.0563 per \$100 of assessed value.

The Council discussed grants in depth with Ms. Carilli noting that the Village cannot necessarily accept any and all match grants, due to a lack of available funds.

In concluding the budget discussions, the Council agreed to begin saving funds for future grant matches beginning with next year's budget for fiscal year 2026-2027.

E. ADJOURNMENT

Moved by Mayor Pro Tempore Vandenberg

To adjourn the meeting at 5:47pm.

Vote: Motion Passed Unanimously

Joseph E. Pollino Jr.
Mayor

Austin W. Yow
Village Clerk & Assistant to the Manager



Village Council Regular Meeting Minutes

May 13, 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

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

A. CALL TO ORDER

Mayor Pollino called the meeting to order at 6pm and determined a quorum was present.

B. CONSIDER ALLOWING REMOTE PARTICIPATION

No council members participated remotely.

C. ADOPTION OF THE AGENDA

Moved by Mayor Pro Tempore Vandenberg

To adopt the agenda as presented.

Vote: Motion Passed Unanimously

D. ADOPTION OF THE PREVIOUS MINUTES

Moved by Mayor Pro Tempore Vandenberg

To adopt the minutes from 4/8/25 (Budget Work Session) and 4/8/25 (Regular) as presented.

Vote: Motion Passed Unanimously

E. PLEDGE OF ALLEGIANCE

Mayor Pollino led the pledge of allegiance.

F. PUBLIC COMMENT PERIOD

Ron Hammel (3219 Oak Brook Drive, Oak Brook Estates): Mr. Hammel spoke on speed radar reports in the Deputy's Report. He noted that adding streetlights would only encourage faster speeds. He asked Council to consider installing speed bumps on main roads.

G. FEEDBACK FROM THE PREVIOUS PUBLIC COMMENT PERIOD

TIME STAMP 1:04:35

Mayor Pro Tempore Vandenberg spoke on statements made by residents about Village Staff, including residents calling staff members incompetent and asserting that staff only work 16 hours per week. She noted that the office is open to the public 10am-2pm each day, but staff are working before and after those times. She also noted that Council and Staff are available outside of 10am-2pm by appointment. Ms. Amos noted that the nine full-time staff members cumulatively worked 842 hours in the past two weeks.

Mrs. Vandenberg also spoke on accusations that the Council colludes with developers and HOAs. She invited independent audits of herself and agreed to pay for such audits. She noted that unless residents have evidence, then such statements are only detrimental to the reputations of Council and staff members. Mayor Pollino emphasized that words matter.

H. PRESENTATIONS

1. Signing Ceremony for Mayoral Proclamation Proclaiming May 18-24, 2025, as National Public Works Week

TIME STAMP 1:08:50

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

Mayor Pollino read aloud and signed a proclamation proclaiming the week of May 18-24, 2025 as National Public Works Week. Members of the Council expressed their appreciation for the Village of Marvin Public Works Department and its employees.

PROCLAIMING MAY 18–24, 2025 AS NATIONAL PUBLIC WORKS WEEK “ADVANCING QUALITY OF LIFE FOR ALL”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient

communities and to the public health, high quality of life, and well-being of the people of the Village of Marvin; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the **Village of Marvin** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Joseph E. Pollino Jr., Mayor of the Village of the Marvin do hereby designate the week May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Marvin to be affixed this the 13th day of May 2025.

2. Presentation of Certificate to Village Clerk & Assistant to the Manager Austin Yow in Recognition of Achieving the Paul Craig Athenian Fellowship from the International Institute of Municipal Clerks (IIMC)

TIME STAMP 1:11:35

Mayor Pollino announced that Austin Yow, Village Clerk & Assistant to the Manager, received the Paul Craig Athenian Fellowship from the International Institute of Municipal Clerks (IIMC). He read aloud Mr. Yow's Athenian Leadership Society induction letter and commemorative certificate. The Council congratulated Mr. Yow on his achievement.

3. Presentation on Union County Critical Intersection Phase III Designs and Cost Estimates

TIME STAMP 1:14:55

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

Hunter Nestor, Planning Director, explained that the six intersections were identified in the Union County Critical Intersection Program, two of which are in Marvin. Those selected intersections included Joe Kerr & Marvin Roads and Stacy Howie and Waxhaw-Marvin Roads. He noted that construction would be estimated in 2030. He noted that public meetings were held for the intersections. He stated that there were two designs, a double-lane roundabout or a signal interchange with exclusive turning lanes.

It was noted that the 2030 costs for the Joe Kerr/Marvin Road intersection were \$3.93 million for a signal interchange and \$7.10 million for a roundabout. Council discussed the need for two-lane vs one-lane roundabouts. Bjorn Hansen, Union County Senior Planner, spoke noting that a single-lane roundabout would be ill-equipped for the Joe Kerr/Marvin Road intersection. It was noted that the 2030 costs for the Stacy Howie/Waxhaw-Marvin Road intersection were \$6.1 million for a signal intersection and \$10.25 million for a roundabout.

Mayor Pollino appealed Marvin adjacent neighborhoods to annex, as they would directly benefit from these projects. Council spoke on the burden of the project costs on the Village's budget. Mr. Nestor asked the Council to choose a design option for each intersection. The Council agreed that roundabouts were the best options for both intersections.

Moved by Mayor Pro Tempore Vandenberg

To approve Preferred Alternative Number 2 – Roundabout for the intersection of Joe Kerr Road and Marvin Road.

Vote: Motion Passed Unanimously

Moved by Mayor Pro Tempore Vandenberg

To approve Preferred Alternative Number 2 – Roundabout for the intersection of Waxhaw-Marvin Road and Stacy Howie Road.

Vote: Motion Passed Unanimously

I. REPORTS AND UPDATES

1. Manager's Report

TIME STAMP 2:00:20

Staff Salaries vs Grants

Christina Amos, Village Manager, noted that the Village has received more than \$3.9 million in grants from 2022 through 2025, compared to \$2 million appropriated for staff salaries, a net positive of \$1.9 million for the Village.

Suspicious Person Located

Ms. Amos explained that a suspicious person was located earlier that day in woods behind Tom Short Road. She noted that Lieutenant Maye of the Union County Sheriff's Office would explain this further during the Deputy's Report.

No Violations Found on Village Trail System from the US Army Corp of Engineers

Ms. Amos informed the Council that the Village of Marvin received a letter from the US Army Corp of Engineers (USACE) on May 7, which concluded that no violations were found during their on-site federal investigation of the Village Trail system. She noted that the investigation covered trails constructed between September 2019 and March 2025. Specifically, Ms. Amos noted that the USACE determined that the Village of Marvin Trail System did not result in an unauthorized discharge of fill into the waters of the United States and that no federal action was needed.

2. Clerk's Report

TIME STAMP 2:02:55

Publix Logo Replacement Update

Austin Yow, Village Clerk & Assistant to the Manager, informed the Council that the Village had received the final cost-sharing agreement to update the Village's logo on the Publix welcome sign. He informed the Council that there was a typo on the agreement when they approved entering the contract. He noted that Publix intends to replace the logo by July 1, 2026, instead of July 1, 2025.

Mr. Yow asked the Council if they still wished for staff to execute the agreement. Council agreed to move forward with staff executing the agreement.

Public Record Requests Update

Mr. Yow reported that the Village had received 25 public records requests as of May 13, 2025, and was on pace to exceed the 50 requests received in 2024. He noted that Council had previously declined to implement records management software and reiterated the challenges of tracking requests without it.

He estimated spending approximately 30 percent of his time on records requests, many involving multiple departments. He stated that the Village was strictly enforcing its Public Records Request Policy, including the application of IT special service charges for requests requiring technical expertise or estimated to take more than four hours of staff time.

Council discussed the impact of the volume of requests on staff capacity. Mr. Yow estimated that tens of thousands of pages were released in 2024, and about 1,000 in 2025 to date. He stated that most requests originated from a small group of individuals.

Attorney Spencer commented that current public records law has not kept pace with technology and suggested the need for statewide reform.

Mr. Yow emphasized that his intent was to provide an operational update, not to focus on individual requesters.

3. Planner's Report

No report was given.

4. Public Works Report

TIME STAMP 2:13:00

(See attached, Item 14, which is included as a reference in these minutes.)

Davy Broom, Public Works Director, gave the following updates:

The NCDOT approved Marvin's request for abandonment at their April board meeting. The Village of Marvin is now responsible for the maintenance of all roads in Innisbrook at Firethorne, Woodcliff Ct, and various roads in Marvin Creek.

The Fog Seal Project is continuing to move forward. Now that the Village has ownership of the streets being fog sealed, staff is finalizing the contract with Russell Standard. The project is to be completed by the end of September.

Upcoming Abandonment Requests include the roads in Valhalla Farms and Providence Ridge. Information will be shared during the New Business portion of the meeting for council to discuss.

The Stormwater Inventory Assessment that is being performed by AMT Engineering is expected to be completed within the next two weeks. The assessment is complete. AMT has experienced some issues with their mapping program which has caused a delay.

The Wounded Heroes Courtyard project is still moving forward. Staff have been in contact with the Independence Fund representative about potential changes to the courtyard design. They are awaiting the council's feedback and recommendations.

Ms. Amos then briefed the Council on details regarding the Village's ability to control speed limits and through traffic on New Town Road if the Village were to assume control of the portion of New Town Road that extends from the State Line to the roundabouts. It was noted that the Village absolutely can control speed limits but would be limited regarding restricting trucks. Attorney Spencer clarified that the state could override and retake control if they deemed it necessary.

5. Deputy's Report

TIME STAMP 2:21:35

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

Lieutenant Maye presented the UCSO Activity Report for the Village of Marvin from April 2025. He noted that there were no burglaries, citing the hard work of Union County Detectives. He stated that there were two incidents of attempted breaking and entering that failed as the homeowners had locked their doors. He informed the Council that deputies are conducting preventative patrols and traffic stops. He noted that the report does not account for many traffic stops that occur just outside of Marvin's corporate limits.

Lt. Maye then spoke regarding a suspicious person found off Tom Short Road earlier that morning. He noted that a young woman was sleeping in the woods and that deputies found no indications of alcohol, drugs, or any criminal activity. He stated that Deputy Breslin provided the young woman with resources to help her get back on her feet and was sent on her way. He encouraged residents to call 911 if they see anything suspicious and noted that residents can remain anonymous when calling 911.

Mayor Pro Tempore Vandenberg emphasized that residents should call 911 if they see something suspicious and to not contact the Council, as the UCSO can address the concern much faster. She briefly addressed the public comment regarding speeding, noting that the Village is not considering installing streetlights on Marvin Road. She also noted that the Village cannot install speed bumps on Marvin Road, as the Village does not own the road.

Councilman Wortman noted that the Village has budgeted for additional off-duty law enforcement to target issues including speed enforcement. Council thanked the UCSO for their hard work keeping Marvin residents safe.

Lastly, Lt. Maye invited everyone to attend a Law Enforcement Memorial Ceremony on Thursday, May 15 at 12:45pm at the Judicial Center Courtyard.

6. Planning Board Report

TIME STAMP 2:32:35

Councilman Marcolese recapped the previous Planning Board meeting on April 15, noting that the Board discussed the conditional rezoning proposals for Marvin Oaks, the Raley Miller property, and the Design Review Board Review of the Whataburger elevations for Marvin Gardens. He noted no action was taken by the Board on the three topics.

7. PR&G Board Report

Councilman Baresich noted that the May PR&G Board meeting was canceled.

8. Event Planning Report

TIME STAMP 2:34:50

Easter Egg Hunt & Marvin Day Recap

Tyler Huneycutt, Recreation Manager, recapped the Easter Egg Hunt and Marvin Day, noting both events were well attended. He thanked the Marvin Day volunteers and vendors for their help making Marvin Day a success.

5K & Fun Run

Mr. Huneycutt explained that the 5K and Fun Run would be held on Saturday, May 31, with the 5K beginning at 9am and the Fun Run beginning at 10am. He also noted that a health fair would be held starting

at 8am. He informed everyone that registration was open and encouraged residents to sign up.

Other Upcoming Events

Mr. Huneycutt then informed the Council that a Classic Car Show is planned for Saturday, June 21. He also stated that he is still working with Union County Parks and Recreation on planning Marvin Day Camps at Cane Creek Park during the summer. Lastly, he confirmed that National Night Out would be held on Tuesday, August 5 from 5:30-8:30pm and asked for volunteers.

9. Coffee with Council Debrief

TIME STAMP 2:40:25

Councilmen Marcolese and Wortman staffed the Coffee with Council event on Tuesday, April 22 at 6pm. Jill Dunton of Amber Meadows attended and noted her concern about a potential trail connecting the Tullamore/Amber Meadows Trails to the Towns at Audrey subdivision. Councilman Wortman noted that the connection is not planned to be constructed, as the Towns at Audrey was not planning on annexing at this time.

Mayor Pollino and Councilman Lein noted that no residents attended the Coffee with Council event held on Thursday, May 1 at 10am.

10. WUMA Report

TIME STAMP 2:45:30

Councilman Wortman recapped the April WUMA Meeting that was held in Mineral Springs. He noted that the other WUMA municipalities are proceeding with their budget processes. He informed the Council that the May 22 WUMA Meeting in Waxhaw at 7pm will be attended by Union County's state delegation. He encouraged residents to attend and ask questions.

J. CONSENT AGENDA

Moved by Mayor Pro Tempore Vandenberg

To approve the consent agenda as presented.

Vote: Motion Passed Unanimously

1. Consider Adoption of Closed Session Minutes

To adopt the closed session minutes from April 8, 2025.

2. Consider Call for Public Hearing to be Held on Thursday, May 29, 2025, at 6pm at Marvin Village Hall to Consider Adoption of the Village of Marvin Annual Operating Budget for Fiscal Year 2025-2026

To call for a public hearing to be held on Thursday, May 29, 2025, at 6pm at Marvin Village Hall (10006 Marvin School Road) to consider adoption of the Village of Marvin Annual Operating Budget for Fiscal Year 2025-2026.

3. Consider Acceptance of Certificate of Sufficiency and Consider Adoption of Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to NCGS 160A-58.2 for Parcel 06198002A

(See attached, Item J3, which is included as a reference in these minutes.)

To accept the Certificate of Sufficiency and to adopt the Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to NCGS 160A-58.2 as presented.

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2

WHEREAS petitions requesting annexation of the non-contiguous area described herein have been received; and

WHEREAS the Marvin Village Council directed the Village Clerk to investigate the sufficiency of the petitions; and

WHEREAS certification by the Village Clerk as to the sufficiency of the petitions have been made.

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

Section 1. A public hearing on the question of annexation of the non-contiguous area will be held at Marvin Village Hall (10006 Marvin School Road) at 6pm on Tuesday, July 8, 2025.

Section 2. The area proposed for annexation is described as follows:

Parcel 06198002A (9802 Rea Road, owned by RTS Investors II, LLC)

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.

Section 3. Notice of public hearing shall be published in the Monroe Enquirer Journal, a newspaper having general circulation in the Village of Marvin, at least 10 days prior to the date of the public hearing.

Adopted this 13 day of May 2025.

4. Consider Adoption of Grant Project Closeout Ordinance for COVID American Rescue Plan Grant (ARPA)

(See attached, Item J4, which is included as a reference in these minutes.)

To Adopt the Grant Project Closeout Ordinance for COVID American Rescue Plan Grant (ARPA) as Presented.

GRANT PROJECT ORDINANCE

**AN ORDINANCE CLOSING THE GRANT PROJECT BUDGET
ORDINANCE OR-2021-10-01**

WHEREAS Capital Project Budget Ordinance OR-2021-10-01 was adopted by the Village Council of the Village of Marvin, North Carolina on the 12th day of October 2021 for the purpose of accepting Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS \$1,076,933.25 was appropriated for this project and authorized for expenditure; and

WHEREAS the appropriation was spent in full, and all grant proceeds have been expended.

NOW THEREFORE, BE IT NOW ORDAINED by the Marvin Village Council that the Grant project Coronavirus State and Local Fiscal Recovery Fund is hereby closed.

Adopted this 13th day of May 2025.

5. Consider Adoption of Asset Capitalization Policy

(See attached, Item J5, which is included as a reference in these minutes.)

To adopt the Asset Capitalization Policy as presented.

6. Information Only: PR&G Board Review of 2020 Parks and Greenways Master Plan

(See attached, Item J6, which is included as a reference in these minutes.)

7. Discuss and Consider Waving and Reimbursing Rezoning Fees

(See attached, Item J7, which is included as a reference in these minutes.)

To reimburse the rezoning fees for Zoning Map Applications 2024-3 and to waive the rezoning fee for Zoning Map Applications 2025-1 and 2025-2.

8. Consider Adoption of Revised Fee Schedule for Fiscal Year 2025-2026

(See attached, Item J8, which is included as a reference in these minutes.)

To adopt the Revised Fee Schedule for Fiscal Year 2025-2026 as presented.

9. Information Only: Finance Director's March and April 2025 Treasurer's Report

(See attached, Item J9, which is included as a reference in these minutes.)

K. UNFINISHED BUSINESS

1. Discuss and Consider Approval of Updated Trail Standards Presented by Dewberry

Mayor Pollino declared a brief 5-minute break at 7:47pm.

Mayor Pollino reconvened the meeting at 7:52pm.

TIME STAMP 2:53:35

(See attached, Item K1, which is included as a reference in these minutes.)

Mr. Huneycutt explained that Dewberry had finished updating the Village's trail standards to include in the Village's spec manual. He noted that AMT, the Village's engineering contract, had approved the standards. He asked the Council for approval. Councilman Wortman then noted that a new form of permeable concrete would be used in the construction of Village Hall Park, removing the requirement for a second retention pond.

Moved by Mayor Pro Tempore Vandenberg

To approve the proposed trail standards as presented.

Vote: Motion Passed Unanimously

L. NEW BUSINESS

1. Discussion of Roads in Valhalla Farms and Providence Ridge to be Considered as a Request for Abandonment to NCDOT

TIME STAMP 2:57:30

(See attached, Item L1, which is included as a reference in these minutes.)

Mr. Broom explained that staff are preparing to submit the required documentation for NCDOT to abandon roads to the Village in the Valhalla Farms and Providence Ridge subdivisions. He noted that there are individual parcels along certain roads in these subdivisions that are not within the Village of Marvin and therefore, NCDOT will require those property owners to sign SR-3 forms for the Village to be able to assume the roads. He noted that the affected roads are Prince Valiant Drive, Royster Run, and Astrid Court.

He asked if Council wished for staff to petition NCDOT to abandon only the portions of the roads fully within Marvin or to direct staff to proceed with obtaining signed SR-3 Forms.

The Council discussed this topic in depth and agreed to direct Mr. Broom to move forward with petitioning NCDOT for the abandonment of Nellie Lane and Grigg Lane in Providence Ridge after contacting the HOA to about the Village's intent to not move forward with the abandonment of Royster Run and Astrid Court, as many homes along those streets have not annexed.

The Council also agreed to direct Mr. Broom to move forward with petitioning NCDOT for the abandonment of roads in Valhalla Farms and to

reach out to the two property owners at the end of Prince Valiant Drive to encourage annexation. Should annexation not occur, Mr. Broom will only petition for the abandonment of Prince Valiant Drive to the Village's boundaries.

2. Discussion of Request for No U-Turn Sign for Oak Brook Drive

TIME STAMP 3:06:45

(See attached, Item L2, which is included as a reference in these minutes.)

Mr. Broom explained that the HOA President for Oak Brook Estates reached out to request an ordinance to prohibit U-turns on Oak Brook Drive, as vehicles making U-turns are damaging the neighborhoods' grass. Additionally, he reported that residents are having a hard time exiting the neighborhood during peak school hours, as traffic is stacking to make U-turns. The Council directed Mr. Broom to order a no U-turn sign and to prepare the required ordinance.

3. Discussion of Potential Stream Network Review

TIME STAMP 3:11:25

(See attached, Item L3, which is included as a reference in these minutes.)

Ms. Amos explained that RKK provided a quote for a Village-wide stream analysis. She noted that the project is not currently funded but could serve the community well. Council discussed this topic in depth and agreed not to move forward, citing pushback from neighborhoods associated with the StRAP Grant project.

4. Discuss and Consider Adoption of Resolution of Opposition to HB 765 and SB 688

TIME STAMP 3:18:30

(See attached, Item L4, which is included as a reference in these minutes.)

Mr. Nestor noted that HB 765 and SB 688 have received a lot of opposition from other municipalities and counties. Mr. Nestor and Village Attorney Chaplin Spencer noted that the bills' progress has slowed and may cross over into next year's session.

Moved by Mayor Pro Tempore Vandenberg

To adopt the Resolution of Opposition to House Bill 765 and Senate Bill 688 as presented.

Vote: Motion Passed Unanimously

RESOLUTION OPPOSING CHANGES TO LOCAL PLANNING AND ZONING IN HOUSE BILL 765 AND SENATE BILL 688 BY THE NORTH CAROLINA GENERAL ASSEMBLY

WHEREAS, the North Carolina General Assembly has introduced House Bill 765 and Senate Bill 688 in the 2025 session that changes many aspects of local planning and zoning, contains numerous problematic provisions and detrimentally impacts local government land use authority; and

WHEREAS, local governments have historically been the final guardian of the rights of the people, and local government zoning has made in-person attendance and comment easier for proponents and opponents of zoning decisions, thereby allowing residents to participate in matters that affect them through the Public Hearing Process; and

WHEREAS, HB 765 and SB 688 are pending in the General Assembly will effectively mandate many planning and zoning decisions that are now made by local governments through the public participation process and will drastically change the process and destroy the local community's authority to uphold public health, safety and welfare; and

WHEREAS, Chapter 160D of the North Carolina General Statutes mandates comprehensive planning and zoning, and this Chapter of the Statutes would be severely eroded by passage of HB 765 and SB 688 by diminishing the input and trust of the citizens, including those who voluntarily serve on the Village's advisory boards; and

WHEREAS, zoning regulations are adopted to promote the health, safety, and general welfare of the residents of the Village of Marvin jurisdiction through development regulations. The bills will result in development inconsistent with the community vision established by the 2020 Land Use Plan, small area plans, and other adopted plans; and

WHEREAS, these would supersede and render adopted development standards null, allowing detrimental development to occur regardless of the damage to the environment, municipality, residents, or adjacent properties. Development regulations include provisions to regulate the use

of buildings and land, land development, planned development, development of subdivisions sidewalks, driveways, dimensional building standards; environmental protection such as landscape buffers and open space requirements; and water system management.

NOW, THEREFORE, BE IT RESOLVED that the Marvin Village Council opposes House Bill 765 and Senate Bill 688 for the following reasons:

- Both bills are an egregious overreach in limiting local government land use authority solely to that expressly authorized in the Statutes.
- Both bills remove the ability of local governments to apply certain conditions based upon voluntary consent and prohibit local governments from establishing parameters that uphold public health, safety and welfare.
- Both bills make recovery of damages including punitive damages and attorney fees to any developer against any member of an elected or appointed decision-making body if their decision is deemed arbitrary or capricious. We view this as a direct attempt to discourage elected officials from making decisions in fear of punishment by land developers and limiting the ability to represent the residents.
- SB 688 requires zoning and development regulations to be adopted through quasi-judicial procedures. This marks a significant departure from the traditional legislative process, where locally elected officials exercise broad discretion, engage in ex parte communication, and represent their constituents' interests. By shifting to a quasi-judicial framework, public input is significantly limited, as only individuals with legal standing may participate—thereby reducing broader community involvement and democratic engagement.
- HB 765 creates an unnecessary paperwork burden and additional cost to taxpayers by setting a 14-calendar-day period within which an amendment application must be determined to be complete or deficient. Requires a maximum 90-calendar-day review period for review of an amendment. Failure to decide the application within the 90-day period shall constitute approval.
- HB 765 bans voluntary agreements of conditional rezoning, removes public input from all subdivision decisions and further

removes any ability of residents' concerns to be addressed through the public hearing process.

- HB 765 retracts the authority of local governments to establish or enforce development regulations under the general ordinance-making power established in the Statutes.
- HB 765 adds by right development of 4 units per acre, and 6 units per acre including multifamily structures in all residential zones, as well as by right development of multifamily housing in commercial, business, or industrial zones, in certain cities based on population.
- HB 765 retracts the general ordinance-making power of counties and cities to establish or enforce development regulations.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to North Carolina Senators, North Carolina Representatives and neighboring municipalities in North Carolina.

Adopted this the 13th day of May 2025.

5. Consider Entering Contract with Lumin Strategies for Supplemental Public Education Communications Not to Exceed \$12,000 with a 10 Percent Contingency

TIME STAMP 3:21:30

(See attached, Item L5, which is included as a reference in these minutes.)

Mr. Yow explained that with the Village's small staff and limited resources, it has been a challenge for Village's communications team to develop consistent communications aimed at proactively educating the public on local issues, Village projects and current events. He noted that staff is asking Council to consider entering an agreement with Lumin Strategies, and if approved, the team at Lumin Strategies would work closely with staff to support the Village's communication team to produce additional project/issue-specific communications to be distributed through the Village's current communication channels, such as Facebook, Instagram, emails sent via MailChimp and posted on the Village's website.

Mayor Pro Tempore Vandenberg addressed misinformation from the public, which referred to staff is incompetent. She stated that the Village staff is not incompetent, but amazing and professional. She encouraged those making these comments to come meet staff. She noted that when

staff must divert resources to address misinformation, they are unable to work on other projects. She stated it was unfortunate that people do not take responsibility for their misinformation.

Council discussed this topic in depth and agreed by consensus to not move forward with the proposal.

M. OPEN TOPICS

TIME STAMP 3:50:45

Councilman Deatherage informed the Council that the Marvin Creek HOA is coordinating efforts with the Tullamore and Amber Meadows HOAs to clean up the landscaping on Tom Short Road a few times each year. The Council welcomed this good news.

N. REVIEW OF ACTION ITEMS

- Mr. Nestor will send the Resolution of Opposition to HB 765 and SB 688 to the appropriate parties.
- Mr. Broom will order a no U-turn sign and prepare an ordinance to prohibit U-turns on Oak Brook Drive.
- Mr. Broom will move forward with petitioning NCDOT for the abandonment of Nellie Lane and Grigg Lane in Providence Ridge after contacting the Providence Ridge HOA about annexation and the opportunity for the Village to assume maintenance of Royster Run and Astrid Court.
- Mr. Broom will move forward with petitioning NCDOT for the abandonment of roads in Valhalla Farms and will reach out to the two property owners at the end of Prince Valiant Drive to encourage annexation. Should annexation not occur, Mr. Broom will only petition for the abandonment of Prince Valiant Drive to the Village's boundaries.
- Mr. Huneycutt will fold the updated trail standards into the Village's spec manual.
- Mr. Yow will update the fee schedule on the Village's website.
- Mr. Nestor and Ms. Carilli will refund rezoning fees that have been paid for conventional rezonings applied for since the adoption of the MDO.
- Mr. Nestor will move forward with the Council's recommendations for roundabouts at the intersections of Joe Kerr/Marvin Road and Stacy Howie/Waxhaw-Marvin Road.

O. REVIEW OF THE MAYOR PRO KIM LIST

Council reviewed the Ongoing Action Item List and made revisions.

P. COUNCIL COMMENTS

Mayor Pollino: He thanked staff for their hard work. He highlighted the Council's confidence in staff's work. He stated he would like to approach other towns about petitioning the state legislature to force county residents to cost-share in local infrastructure and traffic projects. He briefly spoke on a resident who installed a fence to block a road. He reminded everyone that graduations are coming up. He congratulated college and high school graduates and encouraged them to be safe and smart and to enjoy their next chapter of life. He appealed to residents who approve of the work being done by staff to let staff know and make a comment.

Mayor Pro Tempore Vandenberg: She thanked staff for their hard work, especially considering rude comments from residents directed towards staff members. She thanked the Council and the UCSO for their hard work. She thanked residents for dialogue on issues and encouraged residents to obtain information from official sources.

Councilman Baresich: He thanked all who attended Marvin Day. He thanked staff for their work on Marvin Day.

Councilman Deatherage: He thanked the staff and fellow Councilmembers for their hard work.

Councilman Lein: He thanked Council and staff for their hard work. He thanked law enforcement for their service. He noted that his son got accepted into medical school.

Councilman Marcolese: He concurred with others' comments.

Councilman Wortman: He concurred with others' comments. He reflected on the success of Marvin Day.

Q. CLOSED SESSION

Moved by Mayor Pro Tempore Vandenberg

To recess into closed session pursuant to NCGS 143-318.11(a)(3)(6) to consult with an attorney retained by the Council to preserve the attorney-client privilege; and to discuss personnel.

Vote: Motion Passed Unanimously

1. **Recess into Closed Session Pursuant to NCGS 143-318.11(a)(3) to Consult with an Attorney Retained by the Council to Preserve the Attorney-Client Privilege**
2. **Recess into Closed Session Pursuant to NCGS 143-318.11(a)(6) to Discuss Personnel**

R. ADJOURNMENT

Moved by Mayor Pro Tempore Vandenberg

To adjourn the meeting at 9:24pm.

Vote: Motion Passed Unanimously

Joseph E. Pollino Jr.

Mayor

Austin W. Yow

Village Clerk & Assistant to the Manager



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NORTH CAROLINA

Marvin Village Hall
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Marvin, NC 28173

Phone: (704) 843-1680
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Village Council Agenda Report

Meeting Date: Thursday, May 29, 2025

MarvinNC.gov

Title: Presentation of Village Hall Park Plans from Dewberry Engineering

Attachments: None (Plans will be shown at meeting) **Action Requested:** Approve

Draft Motion: To Approve the Plans Presented By Dewberry Engineering and Move Forward with the Bidding Process for the construction of Village Hall Park.

Budgetary Impact: Budgeted Item(s)

Background:

Dewberry was selected as the engineering firm to work with during this phase of Village Hall park construction. After several rounds of permitting and design changes, we have landed on these plans.

Current:

With these being basically completed plans. We will move forward after these plans are approved with putting the project out to bid. We will go through a formal RFP process to select the firm to contract with.

**June 2025 Communication Topics
Newsletter Dates - June 6 & 20**

Topic	Social Media	Newsletter	Event Date	Solo Emails	Other (Please Specify)
Marvin Car Show	Bi-Weekly	Both	6/21		
Meetings Next Week PR&G Board Meeting - Tue, 6/3, 9am	Friday Before	Previous	5/6		
Coffee with Council - Thu, 6/5, 10-11am	Mon - Thu	Previous	6/1		
UCPS Last Day of School - Fri, 6/6	Friday Before	6/6	6/6		
Meetings Next Week Village Council Regular Meeting - Tue, 6/10, 6pm	Friday Before	6/6	6/10		
Father's Day - Sun, 6/15	Thursday Before	6/6	6/15		
Meetings Next Week Planning Board Meeting - Tue, 6/17, 6pm	Friday Before	6/6	6/17		
Juneteenth - Thu, 6/19		6/6	6/19		
Meetings Next Week WUMA - Thurs, 6/26, 4pm - Weddington	Friday Before	Both	6/26		
Coffee with Council - Tue, 6/24, 6-7pm	Mon - Thu	Both	6/24		
Meetings Next Week Village Council Work Session - Thurs, 6/26, 9am	Friday Before	Both	6/26		
Meetings Next Week PR&G Board Meeting - Tue, 7/1, 9am	Friday Before	Both	7/1		
Coffee with Council - Tue, 7/10, 10-11am	Mon - Thu	Both	7/10		
Habitat Builders Articles		Both			

Press Releases	Social Media	Newsletter	Event Date
TBD	TBD	TBD	

Event Signage for Staff to Purchase	Size

***Note: The lead time for banners is at least two weeks, as staff needs time to design, proof, order the banners, and to allow for delivery and installation.**

From: [Austin Yow](#)
To: [Austin Yow](#)
Subject: FW: Union County Senior Nutrition
Date: Monday, May 19, 2025 9:53:10 AM
Attachments: [image001.png](#)
[image002.png](#)

From: Patrick Niland <Patrick.Niland@unioncountync.gov>

Sent: Wednesday, May 7, 2025 10:59 AM

To: Ed Humphries <ehumphries@fairviewnc.gov>; HembyBridgeNC@gmail.com; Mike McLaurin <fmm@indiantrail.org>; Cheri Clark <cheri.clark@lakeparknc.gov>; Deese, Frank <manager@marshville.org>; Marvin NC Manager <manager@marvinnc.gov>; Vicky Brooks <msvickybrooks@aol.com>; Mark Watson <mwatson@monroenc.org>; Alex Sewell <asewell@stallingsnc.org>; Sonya Gaddy <sgaddy@unionvillenc.org>; grubnotslaw@gmail.com; Karen Dewey <kdewey@townofweddington.com>; Brad Sellers <bsellers@townofwingatenc.gov>

Cc: Fairview <gwilfong@fairviewnc.gov>; Hemby Bridge <mayorpres@aol.com>; Indian Trail <dcohn@indiantrail.org>; Lake Park <jeremy.russell@lakeparknc.gov>; Marshville <smith@marshville.org>; Joe Pollino <joepollino@marvinnc.gov>; Mineral Springs <msncmayor@yahoo.com>; 'Monroe' <rburns@monroenc.org>; Stallings <wdunn@stallingsnc.org>; vanessabaucom@hotmail.com; Waxhaw <robert.murray@waxhaw.com>; Jim Bell <jbelle@townofweddington.com>; Amanda Fuller <amandafuller@wesleychapelnc.com>; Wingate <hamill@wingate.edu>; Janet Payne <janet.payne@unioncountync.gov>; Brian Matthews <brian.matthews@unioncountync.gov>; Emily Colson <Emily.Colson@unioncountync.gov>

Subject: Union County Senior Nutrition

Mayors and Managers,

Our board has discussed our Senior Nutrition Program several times over the past six months.

We are extremely proud of this program; it provides an important service to a vulnerable portion of our population. Currently we spend just under \$1million to provide 69,691 total meals. These meals are a combination of warm meals delivered by our 220 volunteers, and frozen meals delivered by a third party vendor. As we are all in our budget process I wanted to reach out with some information regarding the program. Currently we have a total of 375 seniors on a waitlist, and we do not have the funding to provide for those residents at the moment. We are confident that we will be able to continue to serve existing customers in the FY26 budget, but beyond that, we are not confident will be able to address the waitlist. A few months ago Wesley Chapel made the decision to fund meal delivery to the seven waitlisted people that lived within their jurisdiction. We are truly grateful for that participation that has allowed us to serve additional seniors. Several other jurisdictions have reached out to inquire about funding in a similar way.

Over the past two months our staff has gone through the waitlist to get a more up to date and accurate count. The below table shows the initial waitlist, and the current waitlist.

Unfortunately a lot of these folks have either passed away, or no longer live at home. For FY26 we anticipate the cost of frozen meals to be \$7.65 per day and warm meals to be \$5.60. This equates to an annual cost of \$1,989 and \$1,456 respectively. We try to serve as many people

as we can with warm meals, but some live too far from a meal prep site. The way the program would work is that we would establish a baseline for meals we are currently providing in your community. Any local funding from your jurisdiction would go to address the waitlist residents, not residents we are currently providing for. Again, we are grateful for Wesley Chapels participation, and if any other jurisdiction would like to have a conversation please reach out to me.

Municipality	Initial Waiting List	Current Waiting List
Fairview	14	6
Hemby Bridge	8	7
Indian Trail	77	57
Lake Park	7	4
Marshville	10	4
Marshville ETJ	8	9
Marvin	2	3
Mineral Springs	3	4
Monroe	108	78
Monroe ETJ	6	9
Stallings	32	29
Stallings ETJ	0	0
Unincorporated Union County (Excl ETJ)	197	117
Unionville	27	16
Waxhaw	25	9
Weddington	16	10
Wesley Chapel	7	0
Wingate	14	8
Wingate ETJ	11	3
Totals	572	373

Patrick Niland

Deputy County Manager



Union County Government Central Administration

500 N. Main Street
Monroe, NC 28112

T 704.283.3630

M 704.519.6820

Patrick.Niland@unioncountync.gov

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VILLAGE OF MARVIN
NORTH CAROLINA

Marvin Village Hall
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Marvin, NC 28173

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Village Council Agenda Report

Meeting Date: Thursday, May 29, 2025

MarvinNC.gov

Title: Information Only: Staff Employee Matrix and Full Time Projections for FY2026

Attachments: FY2026 Employee Matrix **Action Requested:** Information Only

Draft Motion:

Budgetary Impact: No Budgetary Action Required

Background:

Council recently approved a revised classification and compensation schedule. This document listed all approved positions for the Village.

Current:

This employee matrix shows the number of positions approved and the projections for actual staff members in each position for FY2026.



Village of Marvin

Employee Matrix FY26

Class Title	FY 26	
	# Positions	Projections
Village Manager	1	1
Office Assistant	1	1
Administrative Support Specialist	1	1
Village Clerk/Assistant to Manager	1	1
Deputy Clerk	1	0
Communications Specialist	1	0
Finance Director	1	1
Finance Assistant	1	0
Finance Assistant/Deputy Clerk	1	0
Deputy Finance/Deputy Clerk	1	0
Planning Director	1	1
Planning Technician	1	1
Planning Technician/Deputy Clerk	1	1
Public Works Director	1	1
Public Works Crewman	5	4
Public Works Supervisor	2	0
Public Works Superintendent	1	1
Misc. Part Time Employee	5	0
Recreation Activities Coordinator	1	0
Recreation Manager	1	1
Parks and Recreation Director	1	0



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Village Council Agenda Report

Meeting Date: Thursday, May 29, 2025

MarvinNC.gov

Title: Consider Adoption of Ordinance to Prohibit U-Turns on Oak Brook Drive in the Oakbrook Estates Subdivision

Attachments: Ordinance **Action Requested:** Adopt

Draft Motion: To adopt the ordinance to prohibit U-turns on Oak Brook Drive in the Oakbrook Estates Subdivision as presented.

Budgetary Impact: No Budgetary Action Required

Background:

During the previous council meeting staff presented a request from the Homeowner's Association president of Oakbrook Estates to stop vehicles from making U-turns on Oak Brook Drive.

Current:

Council directed staff to provide an ordinance prohibiting U-turns on Oak Brook Drive. The ordinance is included in the agenda packet.



OR-2025-05-02

AN ORDINANCE OF THE VILLAGE OF MARVIN, NORTH CAROLINA

**AN ORDINANCE AMENDING CHAPTER 74: TRAFFIC SCHEDULES, SCHEDULE II:
TURNING MOVEMENTS TO PROHIBIT U-TURNS ON OAK BROOK DRIVE**

WHEREAS, the Village of Marvin desires to effectively mitigate traffic congestion in its boundaries; and

WHEREAS, the Village of Marvin seeks to improve the safety of its' residents and people travelling through its municipal limits; and

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Marvin, North Carolina that U-turns on Oak Brook Drive are prohibited; and Chapter 74, Traffic Schedules, Schedule II: Turning Movements is amended by adding the following:

SCHEDULE II: TURNING MOVEMENTS

The following turning movements are prohibited:

Location	Prohibited Movement	Prohibited Movement Description
Oak Brook Drive	No U-turns on Oak Brook Drive in the Oakbrook Estates Subdivision.	Vehicles shall not perform a U-turn on any portion of Oak Brook Drive in the Oakbrook Estates Subdivision.

This ordinance shall be effective upon placement of a sign notifying the public of the prohibited movements described herein.

Adopted this 29th Day of May 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: Thursday, May 29, 2025

MarvinNC.gov

Title: Consider Adoption of Ordinance Amending Chapter 97: Parks and Recreation, Section 97.04(B) to Rescind Parking Permit Requirements for Village Parks

Attachments: Ordinance **Action Requested:** Adopt

Draft Motion: To adopt the Ordinance Amending Chapter 97: Parks and Recreation, Section 97.04(B) to Rescind Parking Permit Requirements for Village Parks as presented

Budgetary Impact: No Budgetary Action Required

Background:

In years past, residents and non-residents were required to have parking passes at Marvin Efird Park. Since the Village does not operate in this manner anymore, staff has drafted up an ordinance to rescind parking permit requirements in Village's ordinances.

Current:

The attached ordinance has red-lined changes that remove language about required parking passes and fees to attend the park.



OR-2025-05-XX

AN ORDINANCE OF THE VILLAGE OF MARVIN, NORTH CAROLINA

AN ORDINANCE AMENDING CHAPTER 97: PARKS AND RECREATION, SECTION 97.04(B) TO RESCIND PARKING PERMIT REQUIREMENTS FOR VILLAGE PARKS

WHEREAS the Village of Marvin previously enforced regulations in Chapter 97, Section 97.04(B) requiring parking permits for both residents and non-residents at Village Parks; and

WHEREAS the Village of Marvin previously discontinued the practice of requiring parking permits for residents and non-residents in Village Parks; and

WHEREAS the Village of Marvin wants to ensure that its Code of Ordinances is amended to reflect the current practices and the best interests of Village operations.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Marvin, North Carolina that parking permits are no longer required for parking at Village Parks, and Chapter 97, Section 97.04(B) is hereby amended to rescind the parking permit requirements, as shown below:

§ 97.04 MOTOR VEHICLES.

A. The term vehicle shall mean any motorized or power driven vehicle and shall include, but not limited to motorbikes, go carts, golf carts, mini bikes and ATVs.

~~B. Vehicles operating or parked on village park property must display a valid village parking permit.~~

~~0. Village parking permits shall be provided to village residents with proof of residence. Each household shall be allowed a maximum of two permits. Additional permits or replacements may be obtained for a fee in accordance with a fee schedule adopted by the Village Council.~~

~~0. Village parking permits for non-residents may be issued upon completion of an application and submittal of a fee in accordance with a fee schedule adopted by the Village Council.~~

~~0. Daily parking permits shall be available for a fee in accordance with a fee schedule adopted by the Village Council.~~

~~0. Village parking permits for residents shall not expire. Parking permits for non-residents shall expire on June 30 of each year, unless renewed and the applicable fees paid.~~

~~0. Temporary parking permits shall be provided for all events at village parks upon the completion of a facility rental agreement, including payment of rental fees, if applicable.~~

H.B. Vehicles shall be operated only on designated roadways and designated parking areas within village parks. The operation of vehicles is prohibited on any village greenway, trail or walkway. An exception will be made for official emergency vehicles and those vehicles which are authorized by the village for such use.

I.C. Vehicles shall not be parked on village park property except within designated parking areas or within designated markings. Parking is prohibited on any village greenway, trail or

walkway. An exception will be made for official emergency vehicles and those vehicles which are authorized by the village for such use.

~~J.D.~~ No vehicle other than a vehicle bearing a distinguishing placard or license plate shall be stopped or parked in a parking zone identified as reserved for disabled or handicapped persons.

~~K.E.~~ Vehicles operated within the boundaries of village parks shall be driven at a careful and prudent speed not greater than is reasonable and proper with due regard for the traffic, surface, and width of the roads.

~~L.F.~~ No vehicle shall be parked on village park property while the park and facilities are closed, unless previously authorized by the village.

~~M.G.~~ Any vehicle found to be in violation of the above regulations or under the following circumstances shall be issued a notice of violation and/or civil citation and assessed a penalty in accordance § 10.99 General Penalty and may be subject to removal from village park property:

1. When a vehicle does not display or improperly displays a valid village parking permit.
2. When a vehicle is parked or left standing on village park property after the village park has closed for public use.
3. When a vehicle is parked or left standing upon a roadway or within a designated parking area in such a position as to obstruct the normal movement of traffic or in such a condition as to create a hazard to other traffic upon the roadway or within a designated parking area.
4. When a vehicle is parked so as to block the entrance.
5. When a vehicle is parked so as to prevent access by official emergency vehicles.
6. When a vehicle is parked in any parking restricted zone.

~~N.H.~~ If an illegally parked vehicle is removed from village park property as provided for in this section, the owner shall be liable for all fees, towing and storage charges.

~~O.I.~~ No vehicle maintenance may be performed on village property except for minor repairs needed to move the vehicle.

This ordinance shall be effective upon adoption.

Adopted this 29th Day of May 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: Thursday, May 29, 2025

MarvinNC.gov

Title:	Information Only: PRG Recommendation Regarding Golf Carts		
Attachments:	None	Action Requested:	Information Only
Draft Motion:	No Motion Requested		
Budgetary Impact:	No Budgetary Action Required		

Background:

The Parks, Recreation, and Greenways Board discussed the idea of golf carts and E-bikes on trails at their March and April meetings.

Current:

The PRG Board does not recommend allowing Golf carts and E-bikes on trails in a future master plan rewrite. The Board is also against constructing trails for golf carts.



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Village Council Agenda Report

Meeting Date: Thursday, May 29, 2025

MarvinNC.gov

Title: Affirm the Design Review Board Approval of the Construction Plans and Elevations for the Whataburger Project (Marvin Gardens Outparcel 3)

Attachments: DRB Plan Set and Updated Elevations, **Action Requested:** Other

Draft Motion: Affirm the Design Review Board approval of the Whataburger Elevations and Construction Plans for Marvin Gardens Outparcel 3 as presented or with modifications, contingent on engineer review and all applicable outside agencies review and approval.

Budgetary Impact: No Budgetary Action Required

Background:

Marvin Gardens ICD is a 38+ acre mixed-use project that includes an anchor retail building, multi-tenant shops and an “age-restricted” residential community. The ICD approval currently in place includes a 49,098 square foot grocery store, approximately 26,000 square feet of additional “shops” and 4 individual “out-parcels” for retail use buildings along Providence Road.

The conditional district rezoning for Marvin Gardens was originally approved November 1, 2016. All signage, landscaping and elevations for properties zoned as conditional districts are required to go through the Design Review Board (DRB) process for review and approval and for any subsequent amendments. Once DRB has reviewed and voted on the application, it is then affirmed by the Village Council.

The DRB is tasked with reviewing the applications and plans, and shall approve any plans submitted to it unless those plans:

1. Violate any standards or conditions delineated or depicted in an approved Conditional District Site Plan or conditional use permit, as applicable;
2. Violate Village codified ordinances;
3. Violate Land Use Plan standards;
4. Would cause development not to be in harmony with its surrounding area;
5. Would cause development to lie outside the spirit and intent of the ordinances;
6. Plans are required which have not been submitted;
7. Plans pose safety concerns or traffic congestion management difficulties;
8. Plans contradict standards in adopted land use policy or design manuals.

Current:

The Village has received a zoning permit to develop Outparcel 3. This application is an extension of the original approved zoning and construction plans for the development of Marvin Gardens.

The Applicant has submitted their signage plan and DRB will review at their June meeting.

Staff recommends Village Council affirm the Design Review Boards approval of the Whataburger Elevations and Construction Plans as presented or with modifications, contingent on engineer review and all applicable outside agencies review and approval.



355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

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Prototype Version
12.31.2024 2024 Q4 PT22M Prototype Release

Date	Description

Seal / Signature

Project Name
WHATABURGER - MARVIN, NC

Date: 03.05.2025

Project Number
2202167

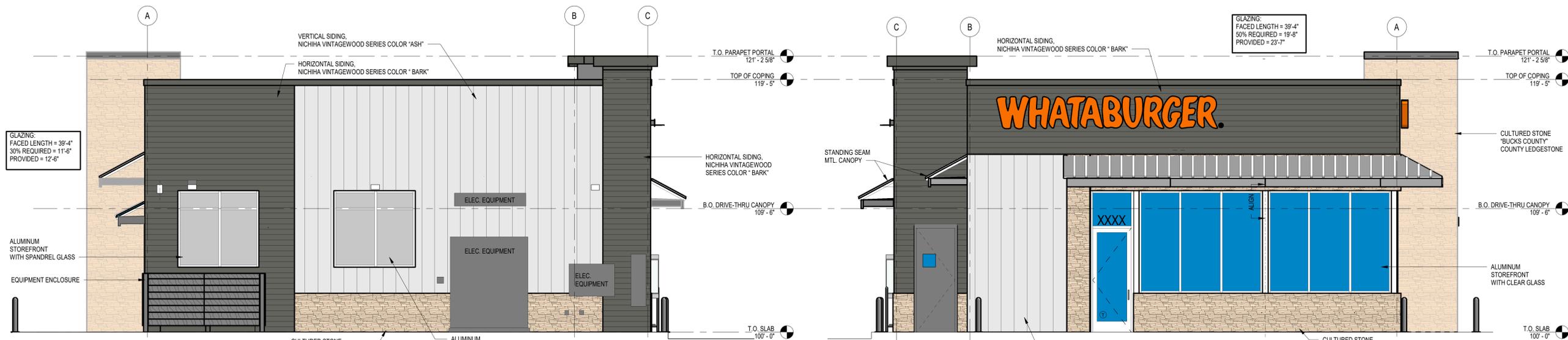
Description
EXTERIOR ELEVATIONS - RENDERINGS

Scale
1/4" = 1'-0"

A2.6



A4 NORTH ELEVATION
SCALE 1/4" = 1'-0"

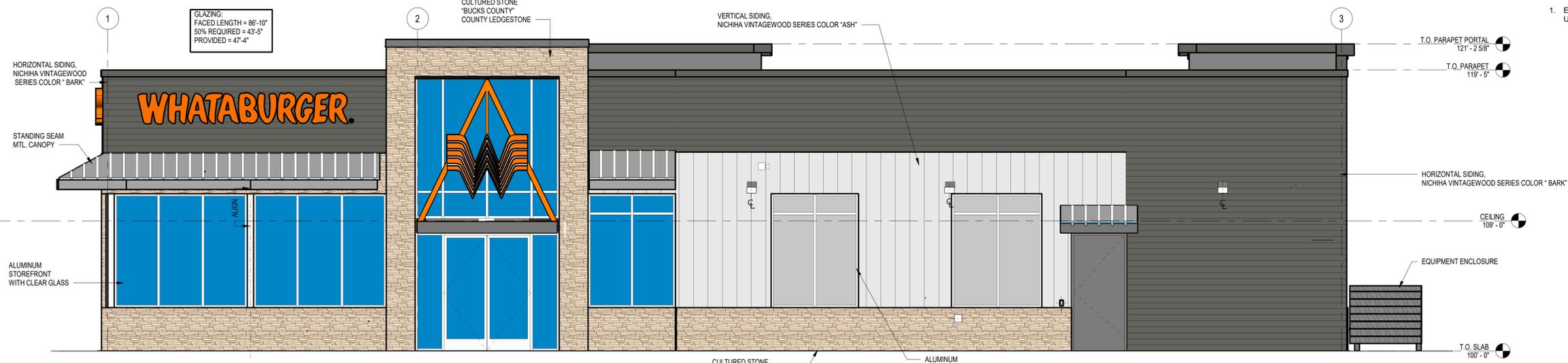


A2 EAST ELEVATION
SCALE 1/4" = 1'-0"

A3 WEST ELEVATION (R.O.W.)
SCALE 1/4" = 1'-0"

NOTES

- EXTERIOR SIGNAGE TO BE PERMITTED UNDER A SEPARATE SIGN PERMIT SET.



A1 SOUTH ELEVATION (R.O.W.)
SCALE 1/4" = 1'-0"

WHATABURGER MARVIN, NC CIVIL PLANS

1607 S PROVIDENCE ROAD
MARVIN, NC 28173

PREPARED FOR:



WHATABURGER RESTAURANTS, LLC
300 CONCORD PLAZA DRIVE
SAN ANTONIO, TX 78216

PREPARED BY:



3420 TORINGDON WAY
CHARLOTTE, NORTH CAROLINA 28277
(704) 565-7070
(704) 565-7071 Fax
I.C. # C-4082
ALAN W. MOSELEY, PE
(704) 851-7093
AMOSELEY@BBLCOMPANIES.COM

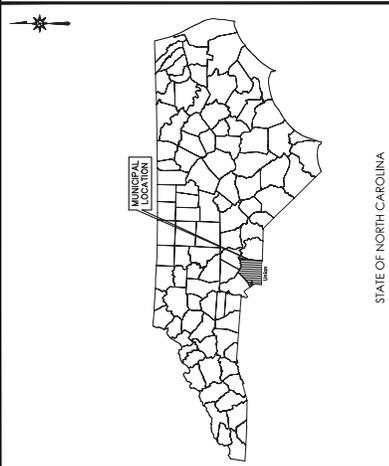
SUBCONSULTANTS:

CONTRIBUTING CONSULTANT -
GEOLOGICAL ENGINEERING
CONTACT: ALAN LACY
PHONE: (214) 350-0391
2707 SATSUMA DRIVE
DALLAS, TX 75229

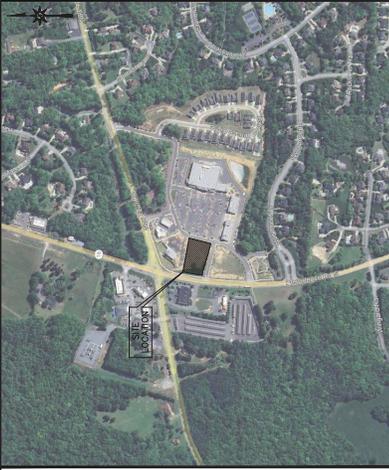


DATES

ISSUE DATE: FEBRUARY 25, 2025



STATE OF NORTH CAROLINA
LOCATION MAP
N.T.S.



VICINITY MAP
SCALE N.T.S.

PLANNING JURISDICTION

VILLAGE OF MARVIN
HUNTER NESTOR
10004 NEW TOWN ROAD
MARVIN, NC 28173
(704) 843-1680
PLANNER@MARVINNC.GOV

CONTENTS:

- CV-1 COVER SHEET
- GN-1 GENERAL NOTES
- AL-1 ALAN'S LAND TILE SURVEY (SHEET 1 OF 2)
- DM-1 ALAN'S LAND TILE SURVEY (SHEET 2 OF 2)
- DE-1 DEMOLITION PLAN
- SP-1 SITE PLAN
- SP-2 SITE DIMENSION CONTROL PLAN
- EC-1 EROSION CONTROL PLAN PHASE I
- EC-2 EROSION CONTROL PLAN PHASE II
- EC-3 SEDIMENT AND EROSION CONTROL PLAN NOTES
- GD-1 GRADING AND DRAINAGE PLAN
- SI-1 SITE UTILITIES PLAN
- SI-2 SITE UTILITIES NOTES AND DETAILS
- LL-1 LANDSCAPE NOTES AND DETAILS
- DH-1 SITE DETAILS SHEET 1
- DH-2 SITE DETAILS SHEET 2
- DH-3 GRADING AND DRAINAGE DETAILS SHEET
- DH-4 EROSION CONTROL DETAILS 1
- DH-5 EROSION CONTROL DETAILS 2
- PH-1.0 PHOTOMETRIC PLAN (BY OTHERS)



FOR PERMITTING PURPOSES ONLY
NOT RELEASED FOR CONSTRUCTION

DEVELOPER:
WHATABURGER RESTAURANTS, LLC
300 CONCORD PLAZA DRIVE
SAN ANTONIO, TX 78216
ARON CHARLES
ACCHARLES@WBHQ.COM

OWNER:
PUBIK NORTH CAROLINA LP
P.O. BOX 32018
ATLANTA, GA 30382
BRANA PAVIA
BRANA.PAVIA@PUBIK.COM
BRANA.PAVIA@PUBIK.COM

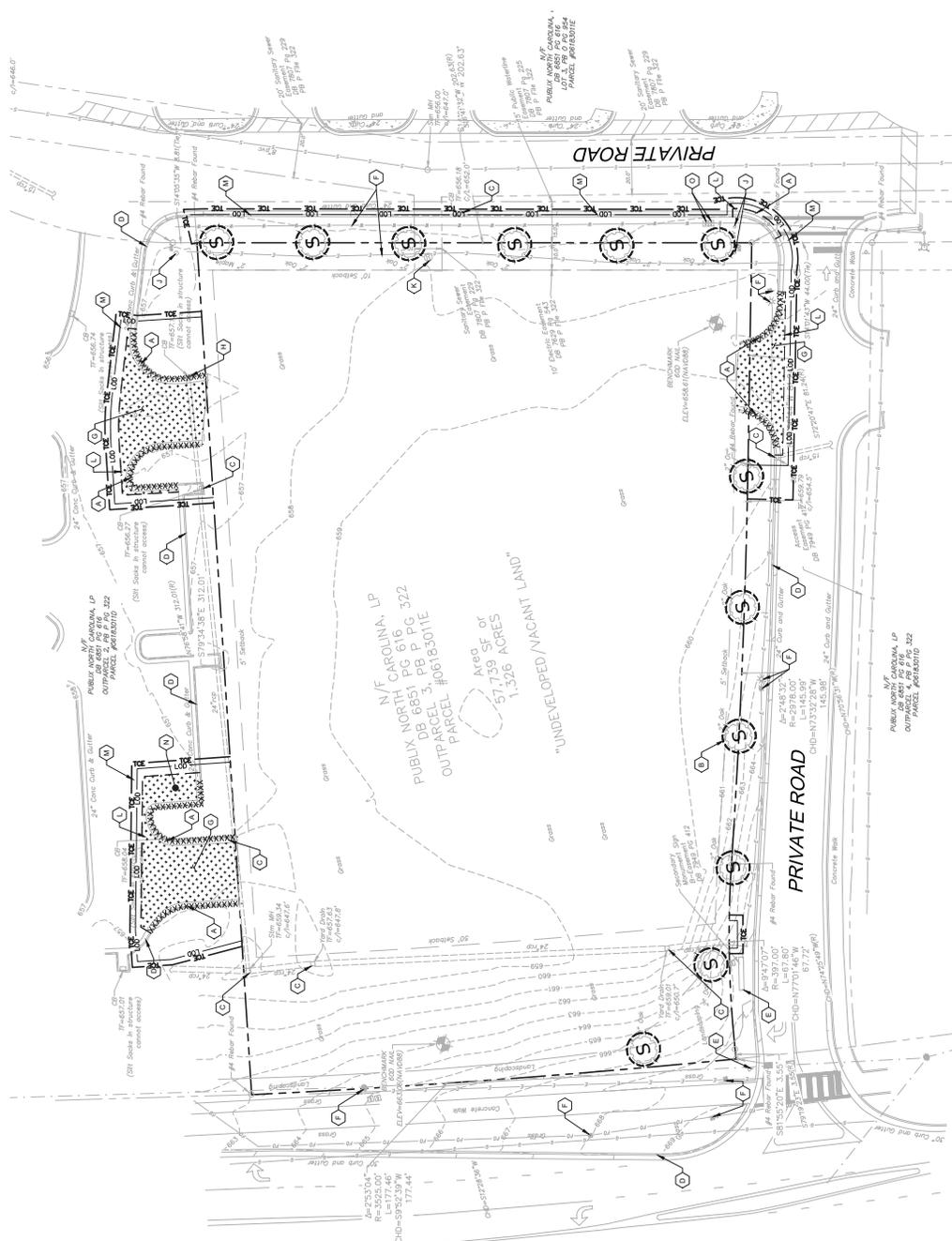
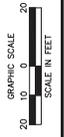
DEMOLITION LEGEND

- PROPERTY LINE
- LIMIT OF DISTURBANCE LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- SANICUT LINE
- REMOVE AND DISPOSE OF UNDERGROUND STORAGE TANKS, WATER OR UTILITY PIPES, CURBS, FENCING, WALLS, OVERHEAD WIRES, ETC.
- REMOVE AND DISPOSE OF LIGHT POLE, SIGN, PILING, UTILITY STRUCTURE, APPURTENANCE, FURNITURE, TREE, AND/OR TREE STUMP ETC.
- REMOVE AND DISPOSE OF TREE, SHRUB, AND/OR STUMP (TYP.)
- EXISTING TREE / SHRUBS TO REMAIN AND BE PROTECTED (TYP.)
- REMOVE AND DISPOSE OF EXISTING CONCRETE PADS AND/OR CONCRETE SIDEWALKS
- REMOVE AND DISPOSE OF EXISTING BITUMINOUS CONCRETE PAVEMENT STRUCTURE

DEMOLITION KEY NOTES

- A EX. CURB & GUTTER TO BE REMOVED AND DISPOSED (TYP.)
- B EX. TREE TO REMAIN AND BE PROTECTED
- C EX. STORM STRUCTURE AND ASSOCIATED PIPE TO REMAIN AND BE PROTECTED. IF DAMAGED, REPAIR/REPLACE AS NEEDED
- D EX. CURB & GUTTER TO REMAIN AND BE PROTECTED (TYP.)
- E EX. SIGN TO REMAIN AND BE PROTECTED
- F PROTECT EXISTING UTILITIES (TYP.)
- G REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT STRUCTURE TO YARD INLET (TYP.). SEE GRADING PLAN
- H EX. SIGN POST TO BE REMAIN (TYP.)
- I EX. WATER STRUCTURE TO REMAIN AND BE PROTECTED (TYP.)
- J EX. CLEAN OUTS AND ASSOCIATED PIPE TO REMAIN AND BE PROTECTED (TYP.)
- K PROPOSED SAWCUT
- L PROPOSED LIMIT OF DISTURBANCE
- M EXISTING PARKING SPOT TO BE RELOCATED NEXT TO PROP. EASTERN DRIVEWAY (TYP.)
- N EX. IRRIGATION CONTROLS TO REMAIN AND BE PROTECTED (TYP.)

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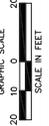
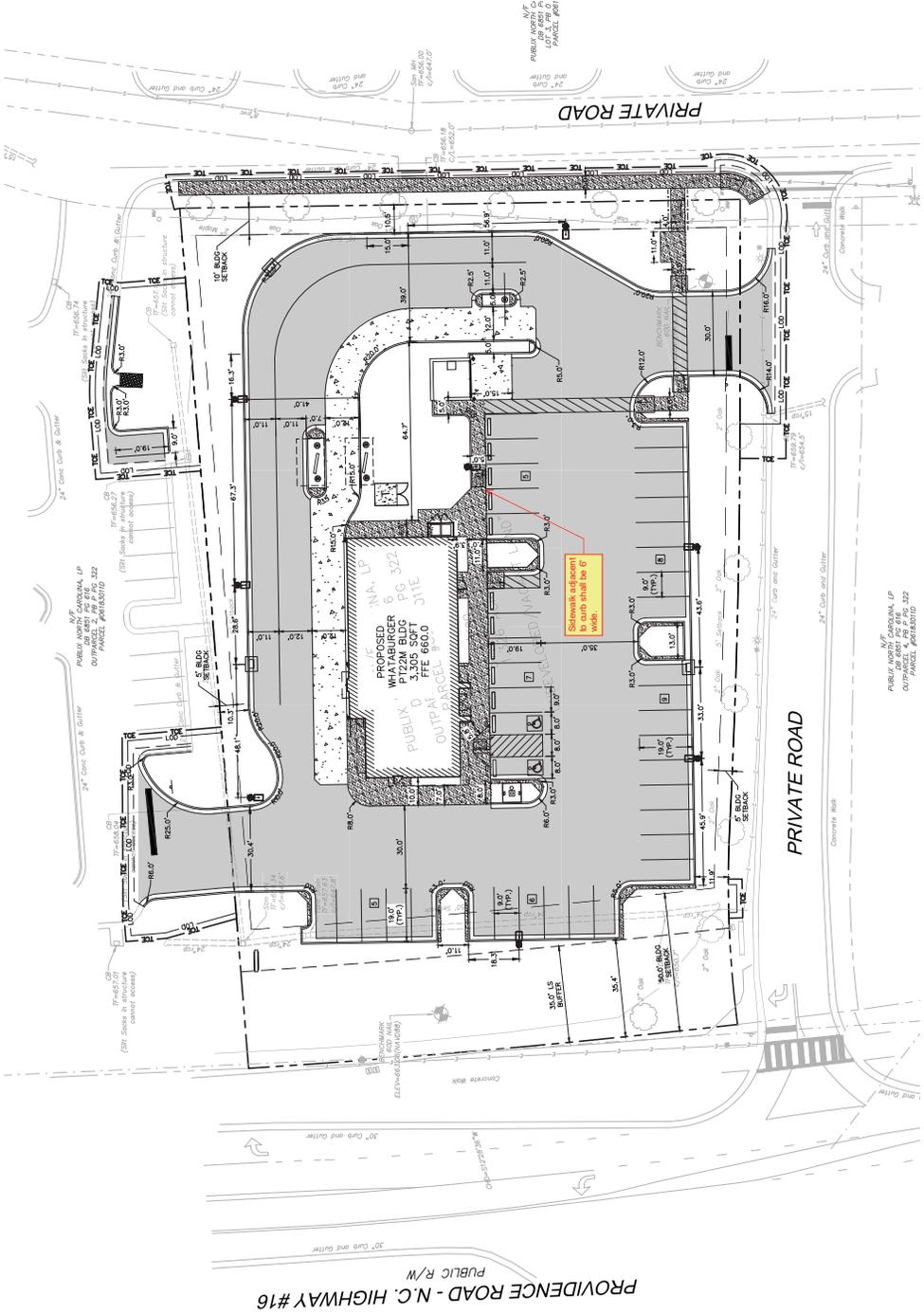
Designed	T.R.J.
Drawn	T.R.J.
Checked	T.R.J.
Scale	1"=20'
Project No.	2203147
CDP No.	02257025
Sheet No.	SP-2 OF 41

SITE DIMENSION
CONTROL PLAN

SP-2

SITE PLAN LEGEND

- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- ASPHALT PAVEMENT. SEE DETAIL SHEET
- HEAVY-DUTY CONCRETE PAVEMENT IN DUMPSTER AREA. SEE DETAIL SHEET DN-1.
- HEAVY-DUTY CONCRETE PAVEMENT. SEE DETAIL SHEET DN-1.
- CONCRETE SIDEWALK, TURNDOWN SIDEWALK, OR CONCRETE DRIVEWAY. SEE RELEVANT DETAILS SHEETS DN-1 AND DN-2
- SAWTOOTH LINE



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EROSION CONTROL LEGEND:

CONTROL MEASURE	ILLUSTRATION
INLET PROTECTION	
SILT FENCE	
TEMPORARY CONSTRUCTION CASING LINE	
CONSTRUCTION ENTRANCE	
EROSION CONTROL BLANKET	
LIMIT OF DISTURBANCE	
STOCKPILE AREA WITH FOREBAY OF SILT FENCE	

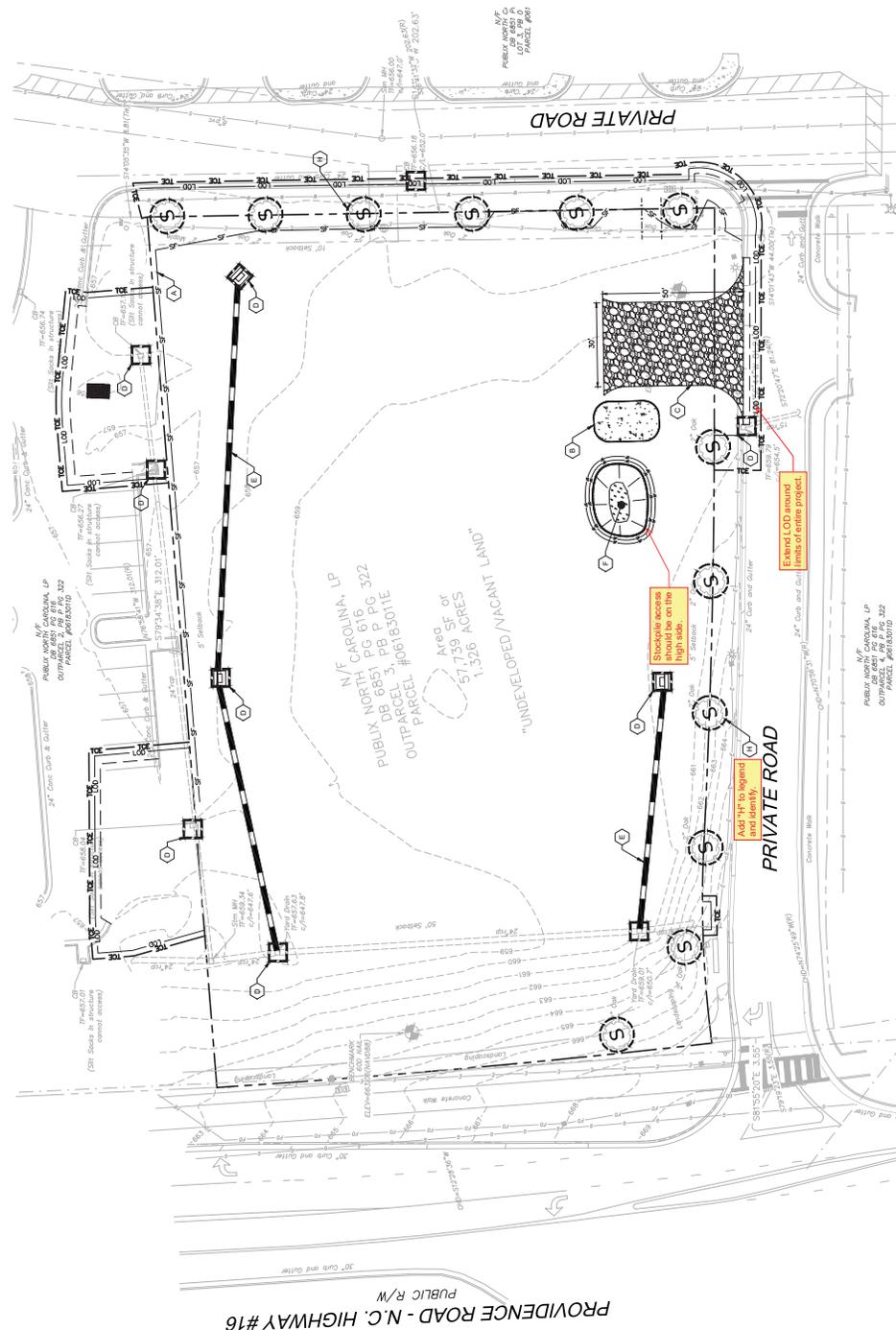
SOIL TYPE
 C6E2
 PERCENT SILTS, CLAYS, AND S
 PERCENT SANDS, INDIVIDUALLY LISTED

TOTAL DISTURBED ACREAGE - 1.53 A.C.

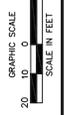
KEY NOTES

- (A) INSTALL AND MAINTAIN PROP. SILT FENCE (TYP.)
- (B) PROP. CONCRETE WASHOUT AREA
- (C) INSTALL AND MAINTAIN PROP. CONSTRUCTION ENTRANCE
- (D) INSTALL AND MAINTAIN PROPOSED INLET PROTECTION (TYP.)
- (E) CONTRACTOR TO INSTALL PROPOSED STORM SYSTEM BEFORE ROUGH GRADING. (TYP.)
- (F) INSTALL AND MAINTAIN MATERIAL STOCKPILE AREA.
- (G) MAINTAIN PROP. TREE PROTECTION (TYP.)

Identify location of job box and rain gauge.
 Initial phases of erosion control should be perimeter controls ONLY, not proposed improvements. Move storm of an installation to Phase 2.



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EROSION CONTROL LEGEND:

CONTROL MEASURE	ILLUSTRATION
INLET PROTECTION	
SILT FENCE	
TEMPORARY CONSTRUCTION CASHEMENT LINE	
CONSTRUCTION DRAINAGE	
EROSION CONTROL BLANKET	
LIMIT OF DISTURBANCE	
STOCKPILE AREA WITH FOREBAY OF SILT FENCE	

SOIL TYPE
 C6BZ
 CLAYEY SILT, SOME SILT, WITH S TO S
 PERCENT SILTS, INDICALLY FINDED

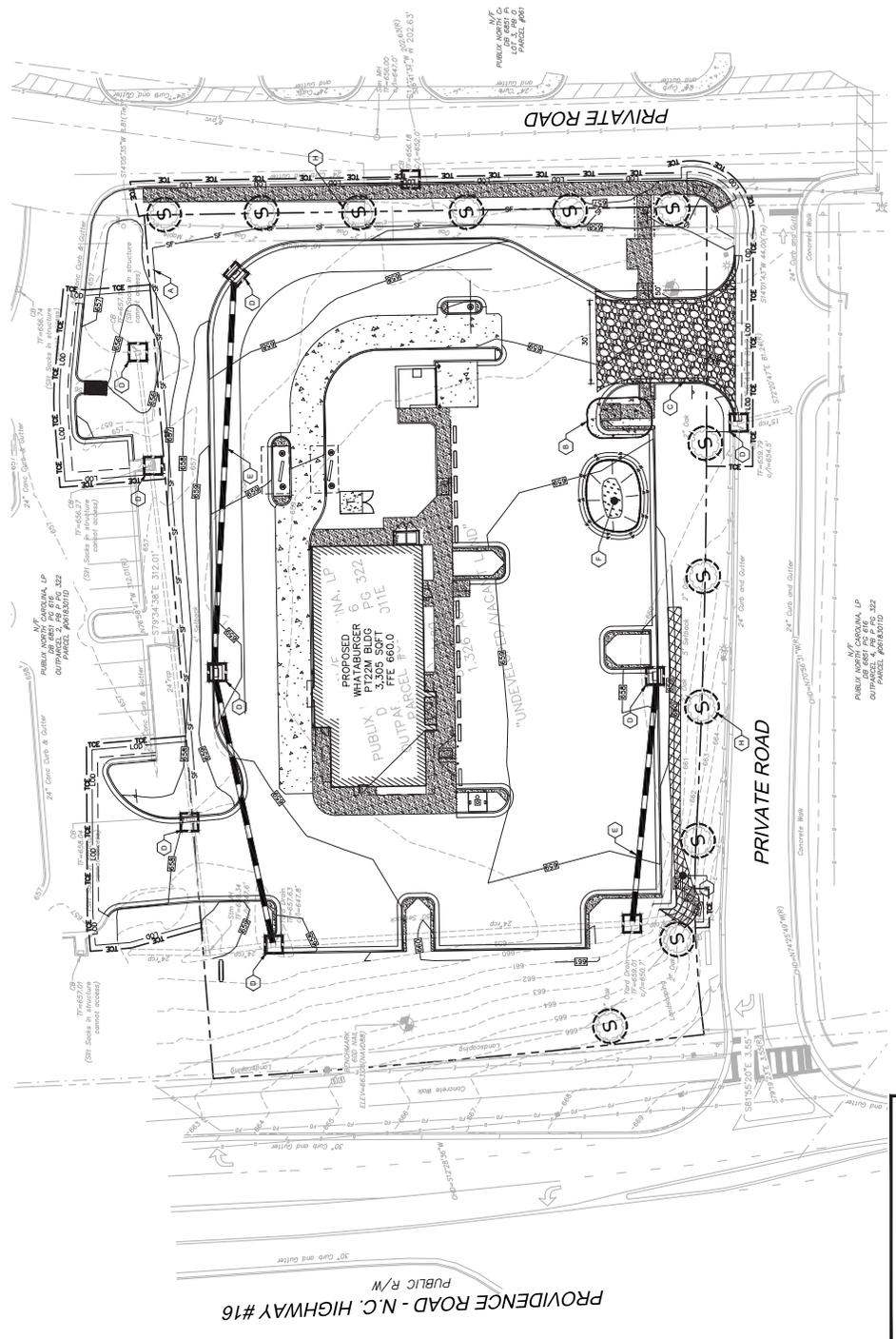
TOTAL DISTURBED ACREAGE - 1.53 A.C.

KEY NOTES

- (A) INSTALL AND MAINTAIN PROP. SILT FENCE (TYP.)
- (B) PROP. CONCRETE WASHOUT AREA
- (C) INSTALL AND MAINTAIN PROP. CONSTRUCTION ENTRANCE
- (D) INSTALL AND MAINTAIN PROPOSED INLET PROTECTION (TYP.)
- (E) CONTRACTOR TO INSTALL PROPOSED STORM SYSTEM BEFORE ROUGH GRADING. (TYP.)
- (F) INSTALL AND MAINTAIN MATERIAL STOCKPILE AREA.
- (G) MAINTAIN PROP. TREE PROTECTION (TYP.)
- (H) INSTALL AND MAINTAIN PROP. EROSION CONTROL BLANKET TO EQUIVALENT OF EROSION CONTROL BLANKET TO BE IN COMPLIANCE WITH NOBODI SPECIFICATIONS.



GRAPHIC SCALE
 20 10 0
 SCALE IN FEET



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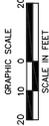
GRADING AND DRAINAGE LEGEND

- PROPERTY LINE
- LIMIT OF DISTURBANCE
- STORM LINE
- CATCH BASIN
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED SPOT GRADE
- ABEILLATIONS
- BC-BOTTOM OF CURB
- PROPOSED SURFACE SLOPE
- EDGE LINE

GRADING AND DRAINAGE KEY NOTES

- A) DUMPSTER PAD NOT TO EXCEED 2% SLOPE IN ALL DIRECTIONS
- B) CONCRETE DRIVE-THROUGH AISLE NOT TO EXCEED 2% CROSS SLOPE
- C) CONCRETE SIDEWALK AROUND BLDG NOT TO EXCEED 2% CROSS SLOPE
- D) ACCESSIBLE PAVING NOT TO EXCEED 2% SLOPE IN ALL DIRECTIONS
- E) CONTRACTOR TO ENSURE PROPOSED ACCESSIBLE CURB RAMP HAS SLOPE OF NO MORE THAN 1:12 AS REQUIRED PER ADA CODE
- F) PROPOSED CURB INLET TO BE IN ACCORDANCE WITH ADOPT STANDARD DETAIL 8402.
- G) DUMPSTER PAD TO ALSO BE PAVED AND TO BE 65x75 CONTACT ENGINEER CONTRACTOR TO CONTACT PROPOSED STORM PIPE INTO EXISTING SAND DRAIN
- H) CONTRACTOR TO FIELD VERIFY PAVEMENT AND LOCATION PRIOR TO CONSTRUCTION. EXISTING PAVEMENT TO BE MAINTAINED AND NOT TO BE REMOVED UNLESS OTHERWISE NOTED BY CONTRACTOR
- I) CONTRACTOR TO PROVIDE CURB DRAINAGE THROUGH LANDSCAPE AREA NEXT TO BUILDING BY GRADING A SWALE IN DIRECTION SHOWN.
- J) 5' X 8' 24" WOODEN STONE PAD

Identify center of stone pad



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SITE UTILITIES LEGEND

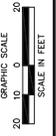
- PROPERTY LINE
- ELECTRIC LINE
- TELEPHONE LINES
- PVC CONDUIT
- WAS LINES
- WAS PIPE
- SANITARY SEWER LINE
- TRANSFORMER
- SANITARY CLEANOUT
- GREASE TRAP

NOTES

CONTRACTOR SHALL CONFIRM LOCATION, SIZE, CONDITION AND ELEVATION OF ALL UTILITY LATERALS, STUBS, WATER MAINS AND ELECTRICAL SERVICES PRIOR TO CONSTRUCTION.

UTILITIES KEY NOTES

- (A) EX. 1.5" WATER METER TO REMAIN AND TO BE USED AS WATER METER FOR PROPOSED DOMESTIC WATER LINE.
- (B) EX. 1.5" WATER METER TO REMAIN AND TO BE USED AS WATER METER FOR PROPOSED DOMESTIC WATER LINE.
- (C) PROP. 1.5" SCH. 40 PVC DOMESTIC WATER LINE.
- (D) PROPOSED 1" IRIGATION LINE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION AND ELEVATION OF EX. IRIGATION LINE. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF IRIGATION LINE. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF IRIGATION LINE. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF IRIGATION LINE.
- (E) PROPOSED 1" IRIGATION WATER METER. CONTRACTOR TO COORDINATE INSTALLATION WITH UTILITY PROVIDER.
- (F) PROP. 1" RPZ IRIGATION BACKFLOW ASSEMBLY. BACKFLOW SHALL BE IN BUILDING TO PROTECT IRIGATION SYSTEM FROM POTENTIAL BACKFLOW FROM PUBLIC WATER MAIN. CONTRACTOR TO COORDINATE INSTALLATION WITH UTILITY PROVIDER.
- (G) PROP. 1" IRIGATION WATER METER. CONTRACTOR TO COORDINATE INSTALLATION WITH UTILITY PROVIDER.
- (H) PROP. 1" IRIGATION WATER METER. CONTRACTOR TO COORDINATE INSTALLATION WITH UTILITY PROVIDER.
- (I) PROP. 1.500 GAL GREASE INTERCEPTOR. SEE FLOORING PLANS FOR DETAILS.
- (J) PROP. 1.500 GAL GREASE INTERCEPTOR. SEE FLOORING PLANS FOR DETAILS.
- (K) PROP. 1.500 GAL GREASE INTERCEPTOR. SEE FLOORING PLANS FOR DETAILS.
- (L) PROP. ELECTRICAL LINE. CONTRACTOR TO REFER TO BUILDING PLANS FOR BUILDING CONNECTION LOCATION. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
- (M) PROP. ELECTRICAL LINE. CONTRACTOR TO REFER TO BUILDING PLANS FOR BUILDING CONNECTION LOCATION. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
- (N) PROP. TELECOMMUNICATION LINE. CONTRACTOR TO REFER TO BUILDING PLANS FOR BUILDING CONNECTION LOCATION. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
- (O) PROP. TELECOMMUNICATION LINE. CONTRACTOR TO REFER TO BUILDING PLANS FOR BUILDING CONNECTION LOCATION. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
- (P) PROP. 3" EMPTY SCH. 80 PVC CONDUIT FOR IRIGATION. (TYP.)
- (Q) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.
- (R) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.
- (S) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.
- (T) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.
- (U) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.
- (V) ADJUST EX. WATER VALVE COVER TO FINISHED GRADE.



WASTEWATER DEMAND:
PER NACAC 02.0114 Wastewater Design flow Rates, the proposed Drive thru restaurant demand is calculated as follows:
- Restaurant, Full Service - 40 gal/cap/Min.
- Average daily flow = (40 gal/cap/Min X 81 seats) = 3,240 GPD to be treated at twelve Min.

WATER DEMAND:
Water service connections shall meet the daily flow requirements calculated as follows:
- DOMESTIC: (2,340 GPD)
- IRRIGATION: (100 GPD)
- TOTAL Average daily water demand: 2,540 GPD

Peak Domestic Demand Calculation

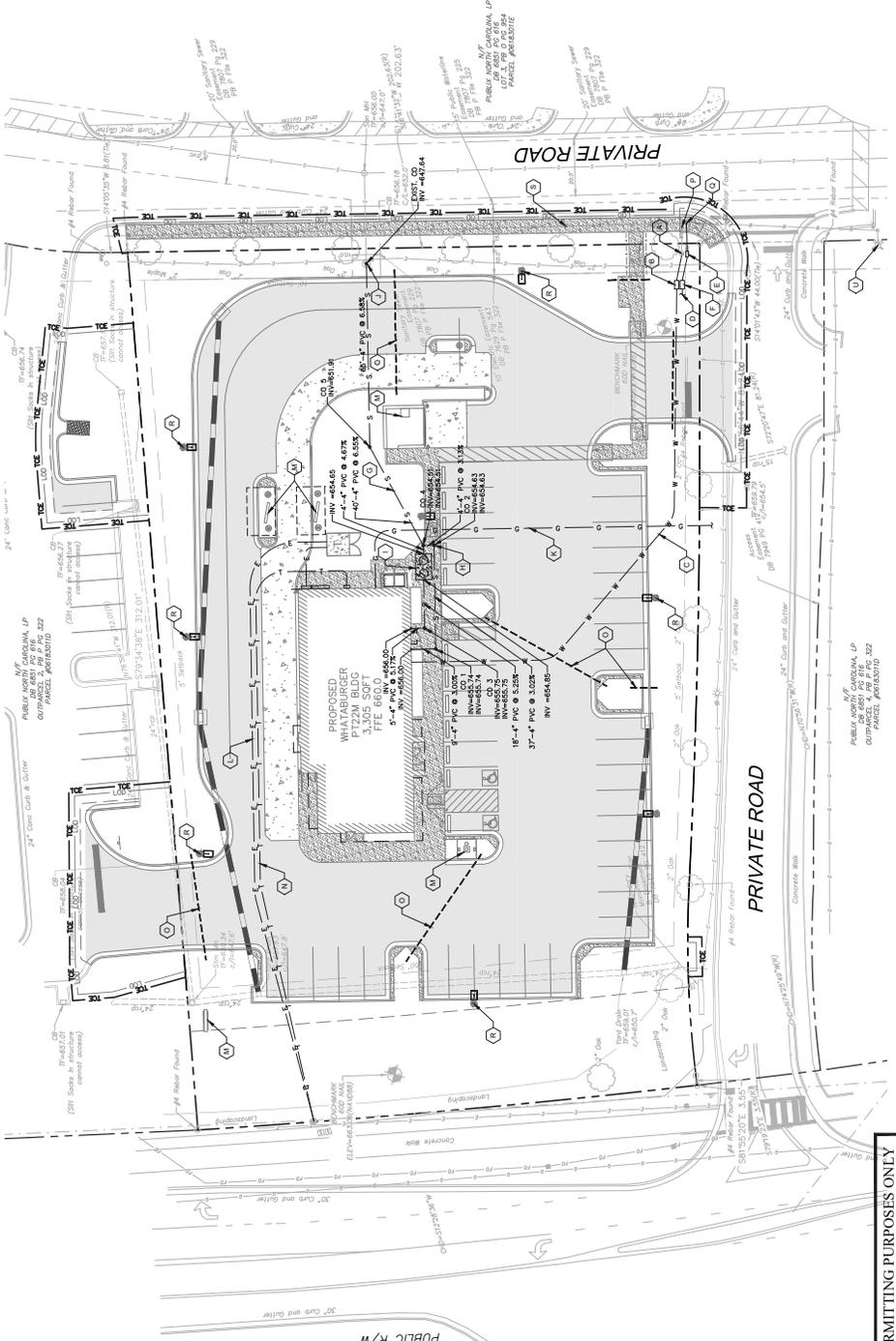
1. Calculate total sewer flow for proposed shopping center development

- Output #1 - 1,000 SF = 100 GPD
- Output #2 - 1,000 SF = 100 GPD
- Output #3 - 1,000 SF = 100 GPD
- Output #4 - 1,000 SF = 100 GPD
- Output #5 - 1,000 SF = 100 GPD
- Output #6 - 1,000 SF = 100 GPD
- Output #7 - 1,000 SF = 100 GPD
- Output #8 - 1,000 SF = 100 GPD
- Output #9 - 1,000 SF = 100 GPD
- Output #10 - 1,000 SF = 100 GPD
- Output #11 - 1,000 SF = 100 GPD
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- Output #100 - 1,000 SF = 100 GPD

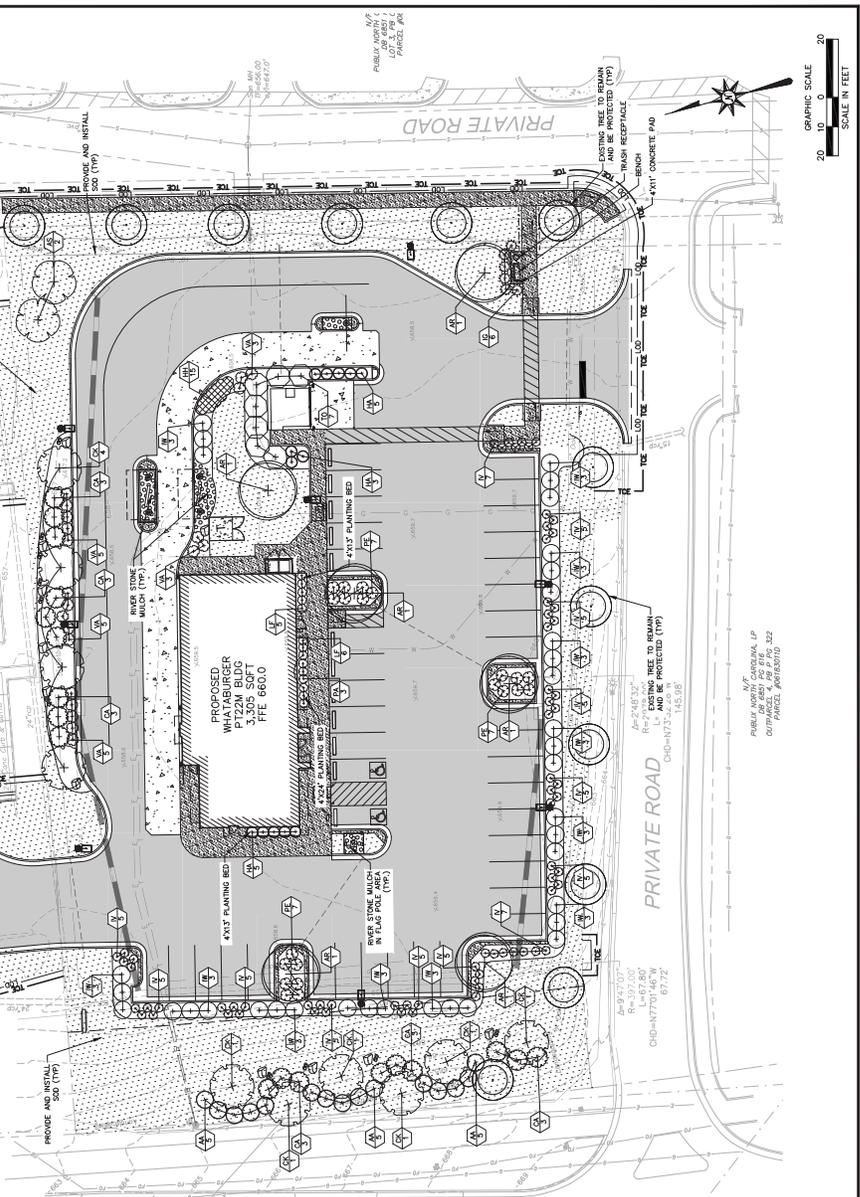
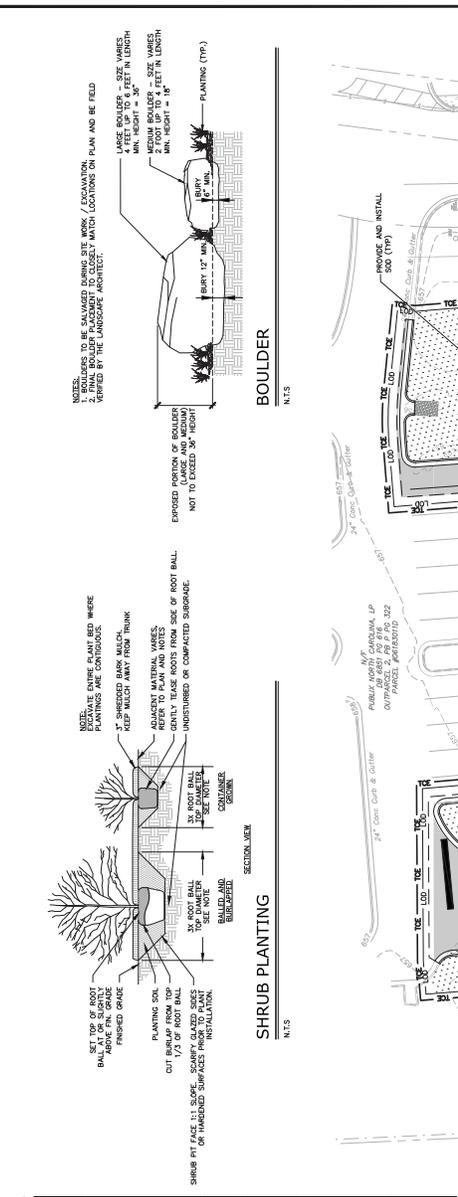
TOTAL PUBLIC = 2,340 GPD
TOTAL PRIVATE = 9,340 GPD

NOTES

THE PROPOSED SITE IS PREVIOUSLY APPROVED UNDER THE JURISDICTION OF "MARVIN GARDENS" HAS A RESERVE ALLOWING ALTERNATE DRAINAGE FLOWS - 600 GPD FOR DOMESTIC WATER DEMAND

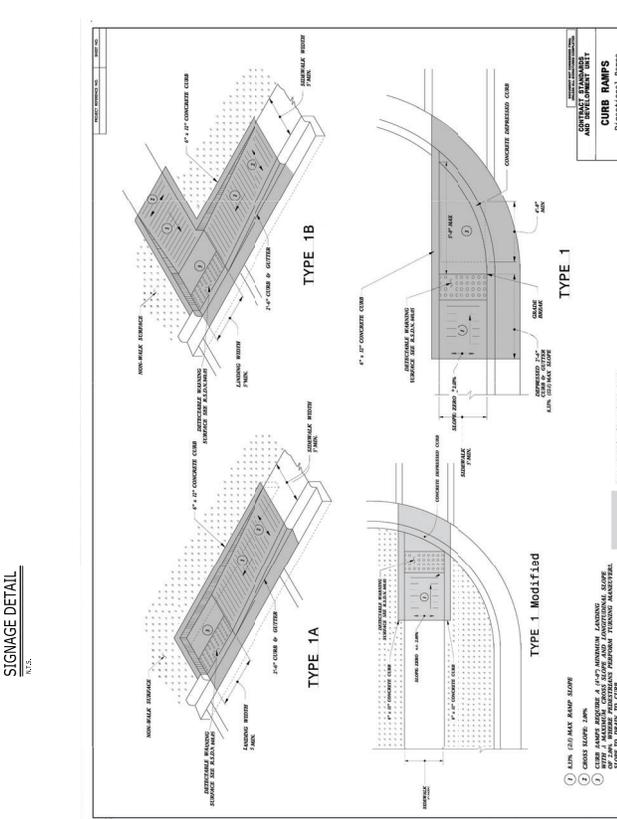
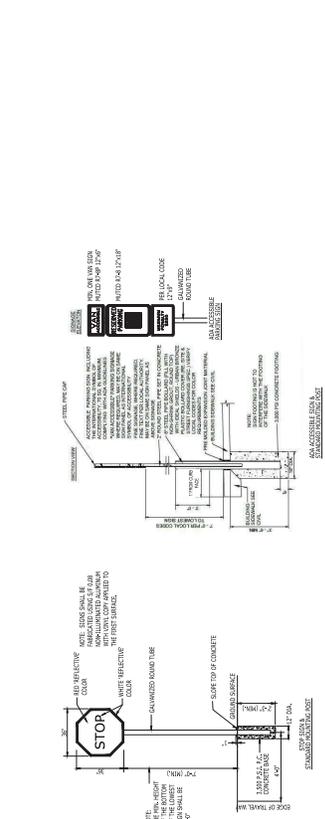
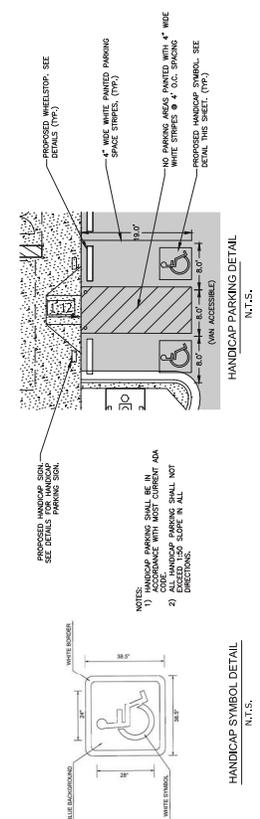
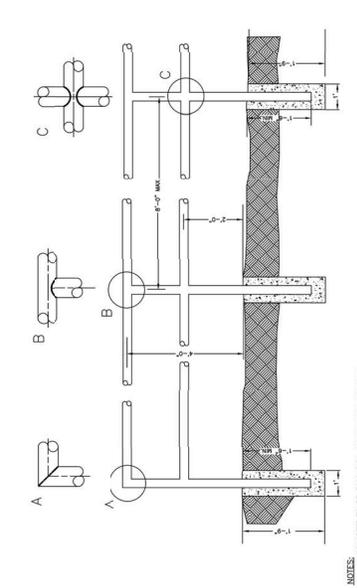
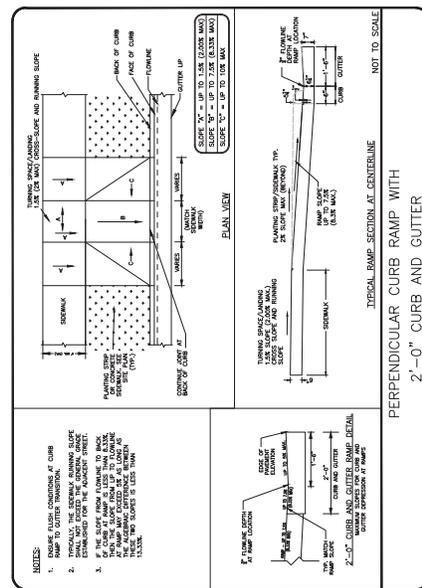
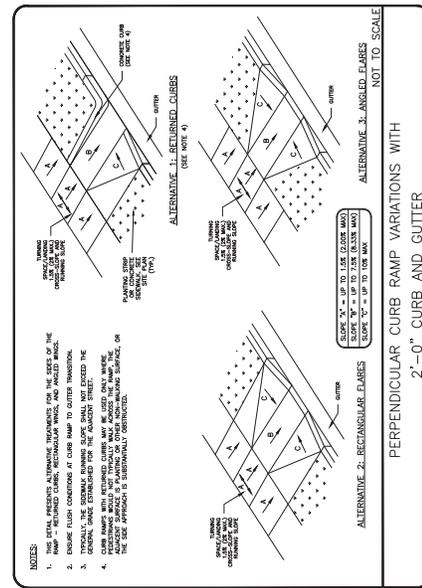


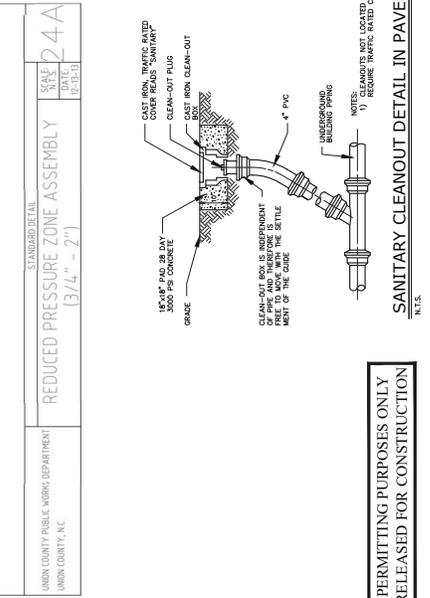
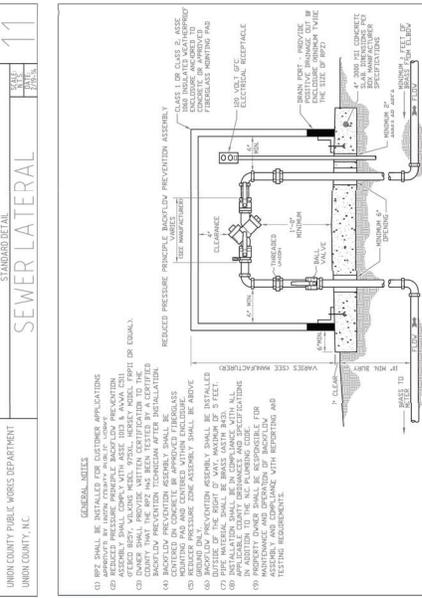
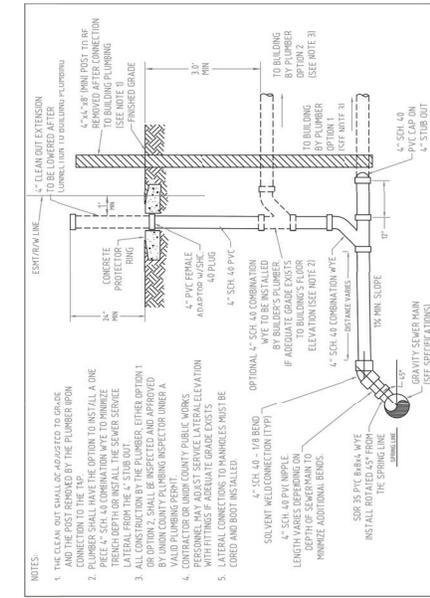
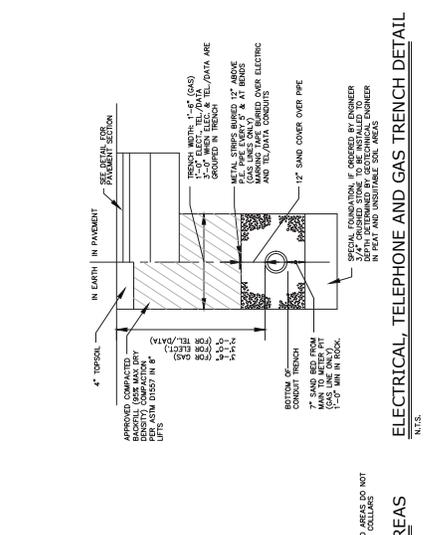
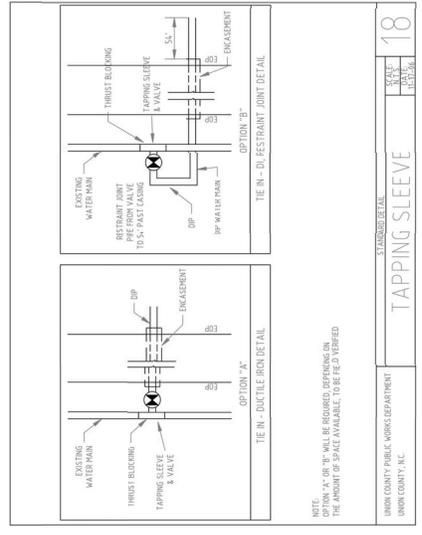
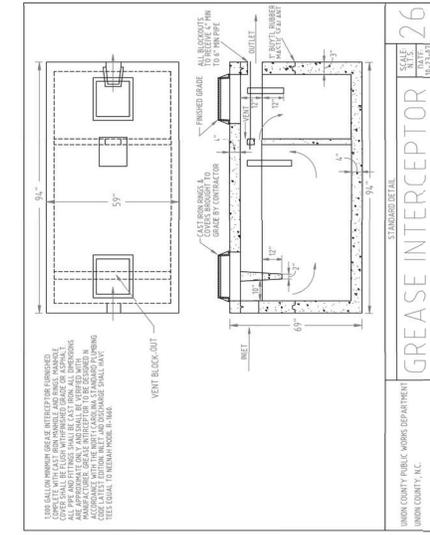
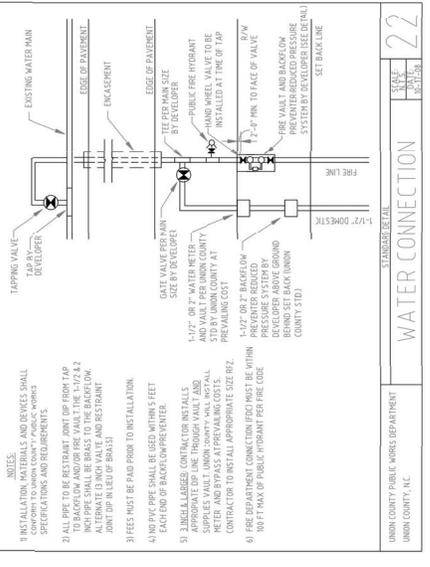
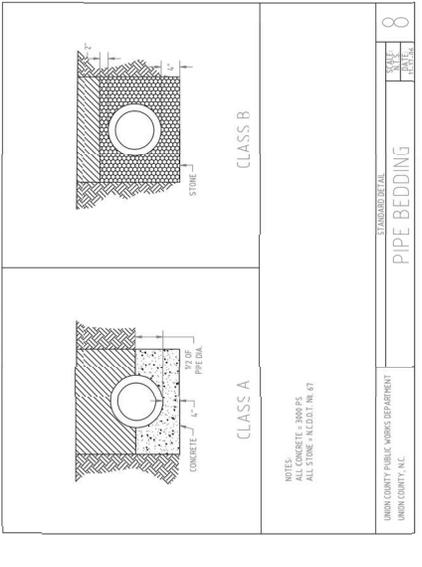
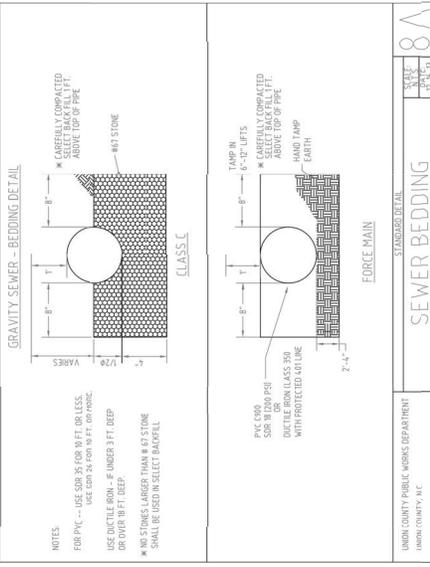
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SECTION	REQUIRED	PROPOSED	VARIANCE
SEC.7.(A)(1)	Landscape buffers, landscaping and buffers shall be provided as shown on Sheet C1.5.0-3.5.	Landscape buffers are provided based on Sheet C1.5.0-3.5.	NO
SEC.7.(C)(1)	Street trees outlined in this landscape / buffer plans, shown on C1.5.0-3.5 through C1.5.0-3.5, shall be provided in accordance with the ordinance. A continuous row of trees shall be provided along the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	Street trees outlined in this landscape / buffer plans, shown on C1.5.0-3.5 through C1.5.0-3.5, shall be provided in accordance with the ordinance. A continuous row of trees shall be provided along the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	NO
SEC.7.(C)(2)	Landscaping for Proposed Entrances, Primary Access Drives shall include: 1) Foundation plantings of taller trees shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided.	Landscaping for Proposed Entrances, Primary Access Drives shall include: 1) Foundation plantings of taller trees shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided. Landscaping within 10 feet of the building shall be provided.	NO
SEC.7.(D)	Foundation plantings shall be provided with 4' wide planting bed, species matching existing development in Marvin Corridor.	Foundation plantings are provided with 4' wide planting bed, species matching existing development in Marvin Corridor.	NO
SEC.7.(E)	Landscaping shall be provided for the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	Landscaping shall be provided for the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	NO
SEC.7.(F)(a)	Planting shall be provided for the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	Planting shall be provided for the entire length of the sidewalk on both sides of the street. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity. The trees shall be planted at a spacing of 12 feet on center. The trees shall be planted at a height of 8 feet at maturity.	NO

PLANT SCHEDULE	SAMPLE CODE	COMMON NAME	CONTAINER
1	HR	RED MAPLE	2.5'-3" CAL. MIB
2	AS	DOUGLASS SPRUCE	2" CAL. MIN. MIB
3	OR	ORANGE BLOSSOM	2" CAL. MIN. MIB
4	HA	HAZEL ARBORESCENS	3 GAL. CONT.
5	CA	CORNUS AMOMUM	3 GAL. CONT.
6	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
7	CA	CORNUS AMOMUM	3 GAL. CONT.
8	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
9	CA	CORNUS AMOMUM	3 GAL. CONT.
10	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
11	CA	CORNUS AMOMUM	3 GAL. CONT.
12	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
13	CA	CORNUS AMOMUM	3 GAL. CONT.
14	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
15	CA	CORNUS AMOMUM	3 GAL. CONT.
16	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
17	CA	CORNUS AMOMUM	3 GAL. CONT.
18	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
19	CA	CORNUS AMOMUM	3 GAL. CONT.
20	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
21	CA	CORNUS AMOMUM	3 GAL. CONT.
22	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
23	CA	CORNUS AMOMUM	3 GAL. CONT.
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48	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.
49	CA	CORNUS AMOMUM	3 GAL. CONT.
50	HA	HYDRANGEA ARBORESCENS 'VANILLA BEAN'	3 GAL. CONT.





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Date: _____ Page: _____

CONSTRUCTION ENTRANCE/EXIT

Construction:

1. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade it.
2. Place the gravel to the specific grade and dimensions shown on the plans, and smooth it.
3. Provide drainage to carry water to a sediment trap or other suitable outlet.
4. Use geotextile fabric in order to improve stability of the foundation in locations subject to seepage or high water table.

Maintenance:

1. Per NCCO-1 inspect at least once a week and after each 1 inch or greater rainfall; make any required repairs immediately.
2. Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site. This may require periodic tamping with 2 inch stone.
3. Immediately remove all objectionable materials spilled, washed or tracked onto public roadways.

Notes:

- 1. Overlap 2" in all directions.
- 2. Lay in a rolling preparation.
- 3. Change depth.
- 4. Legalized Anchor trench.
- 5. Typical installation with erosion control mat and temporary channel liner systems.
- 6. Interim check slot.
- 7. Longitudinal anchor trench.
- 8. Single-slap spaced ends or begin new roll in an intermittent check slot.

Date: _____ Page: _____

INLET PROTECTION

Construction:

1. Uniformly grade a shallow depression approaching the inlet.
2. Drive 5-foot steel posts 2 feet into the ground surrounding the inlet. Space posts evenly around the perimeter of the inlet, a maximum of 4 feet apart.
3. Surround the posts with wire mesh hardware cloth. Secure the wire mesh to the steel posts at the top, middle, and bottom. Placing a 2-foot flap of the wire mesh under the gravel for anchoring is recommended.
4. Place clean gravel (NCCDOT #5 or #57 stone) on a 2:1 slope with a height of 16 inches around the wire, and smooth to an even grade.
5. Once the contributing drainage area has been stabilized, remove accumulated sediment, and establish final grading elevations.
6. Compact the area properly and stabilize with geotextile.

Maintenance:

1. Inspect inlet projections at least once a week and after each 1 inch or greater rainfall. Make any required repairs immediately.
2. Clear the mesh wire of any debris or other objects to provide adequate flow for subsequent rains. Take care not to damage or undercut the mesh during sediment removal.
3. Replace stone as needed.

Date: _____ Page: _____

ROLLED EROSION CONTROL PRODUCTS (RECP)

Notes:

1. Lime, fertilizer and seed before installation. Planting of shrubs, trees, etc. should occur after installation.
2. Terminal anchor trenches should be a minimum of 12 inches in depth and 6 inches in width. Intermittent check slots should be 6 inches deep and 6 inches wide.
3. The slope retaining contact between the soil and RECP. Pin using staples or pins in a 3 foot center-to-center pattern.
4. Design channel and design velocities exceeding 6 feet/second should include turf reinforcement mats.
5. Shaking or stirring is not recommended.
6. If there is a berm at the top of slope, anchor girdle of the berm.
7. For slopes less than 3H:1V, rolls may be placed in horizontal strips.
8. After each run of 1 inch or greater repair immediately.
9. Erosion must not occur beneath the RECP.
10. Any areas of the RECP that are damaged or not in close contact with the soil should be replaced.
11. If erosion occurs due to poorly controlled drainage, the problem shall be fixed and the eroded area protected.
12. The RECP shall be installed on a prepared and compacted subgrade.
13. If established.

Maintenance:

1. Inspect the sediment barrier of standard strength or extra strength synthetic filter fabrics. (Higher fences may impound volumes of water sufficient to cause failure of the structure).
2. Ensure the height of the sediment fence does not exceed 24 inches above the ground. (Higher fences may be necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post).
3. Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts. Extend the wire mesh support to the bottom of the trench. Fasten the wire reinforcement, then fabric on the upslope side of the fence. When a wire mesh support fence is used, space posts a maximum of 8 feet apart. Supports should be driven securely into the ground a minimum of 24 inches.
4. Extra strength filter fabric with 6 foot post spacing does not require a wire mesh support fence. Securely fasten the filter fabric directly to posts. Wire or plastic zip ties should have a minimum of 50 pound tensile strength.
5. Filter fabric should be approximately 4 inches wide and 6 inches deep along the proposed line of the posts and upslope from the barrier.
6. Place 12 inches of fabric along the bottom and side of the trench.
7. Backfill the trench with soil placed over the filter fabric and compact. Through compaction of the backfill is critical to
8. Do not attach filter fabric to existing trees.

Date: _____ Page: _____

WIRE FENCE

Construction:

1. Construct the sediment barrier of standard strength or extra strength synthetic filter fabrics. (Higher fences may impound volumes of water sufficient to cause failure of the structure).
2. Ensure the height of the sediment fence does not exceed 24 inches above the ground. (Higher fences may be necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post).
3. Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts. Extend the wire mesh support to the bottom of the trench. Fasten the wire reinforcement, then fabric on the upslope side of the fence. When a wire mesh support fence is used, space posts a maximum of 8 feet apart. Supports should be driven securely into the ground a minimum of 24 inches.
4. Extra strength filter fabric with 6 foot post spacing does not require a wire mesh support fence. Securely fasten the filter fabric directly to posts. Wire or plastic zip ties should have a minimum of 50 pound tensile strength.
5. Filter fabric should be approximately 4 inches wide and 6 inches deep along the proposed line of the posts and upslope from the barrier.
6. Place 12 inches of fabric along the bottom and side of the trench.
7. Backfill the trench with soil placed over the filter fabric and compact. Through compaction of the backfill is critical to
8. Do not attach filter fabric to existing trees.

Maintenance:

1. Inspect sediment fences at least once a week and after each 1 inch or greater rainfall. Make any required repairs immediately.
2. Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.
3. Sediment fences are designed to collect sediment and store volume for the next rain and reduce pressure on the fence. Take care to avoid undermining the fence during cleanouts.
4. Repair fabric materials and 4. unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

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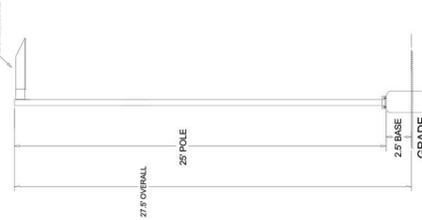
WHATABURGER
PROVIDENCE RD
MARVIN, NC

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3100 DUNDAS PARK DR.
SAN ANTONIO, TEXAS
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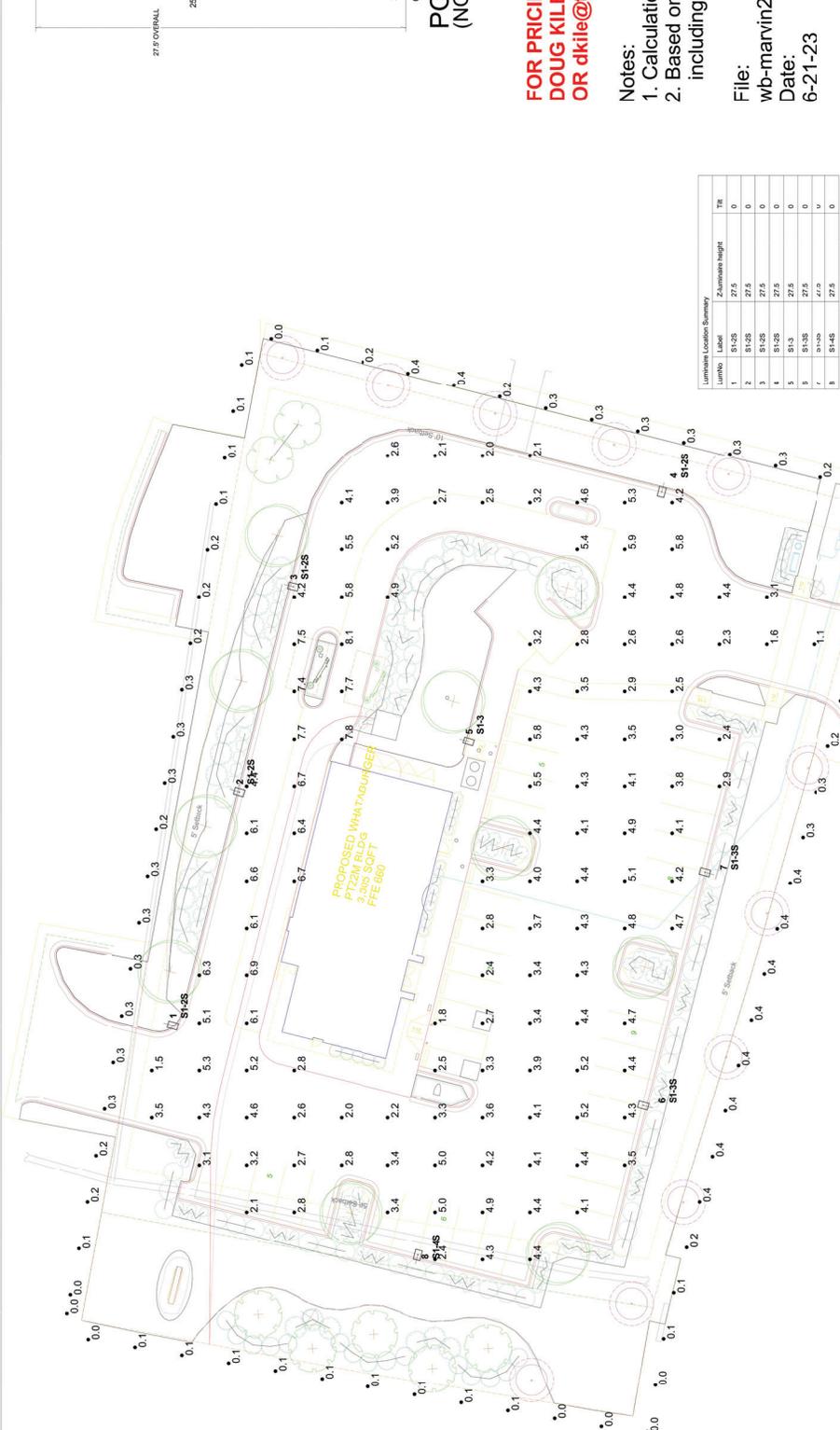


POLE DETAIL
(NOT TO SCALE)

**FOR PRICING CONTACT:
DOUG KILE 214-957-5304
OR dkile@techlight.com**

- Notes:
1. Calculation at grade.
 2. Based on 27.5' AFG fixture mounting including 25' poles plus 2.5' AFG bases.

File:
wb-marvin2.agi
Date:
6-21-23



Luminaire Location Summary	Label	Z	Luminaire Height	Tit
1	S1-25	27.5	0	0
2	S1-35	27.5	0	0
3	S1-45	27.5	0	0
4	S1-55	27.5	0	0
5	S1-65	27.5	0	0
6	S1-75	27.5	0	0
7	S1-85	27.5	0	0
8	S1-95	27.5	0	0
9	S1-105	27.5	0	0

Calculation Summary	Label	Calc Type	Lumens	Avg	Max	Min	Angles	Mount
0 BEYOND PROSP			0.21	0.4	0.0	N.A.	N.A.	N.A.
PARKING AND DRIVE			4.15	8.1	1.1	3.77	7.58	

Luminaire Schedule	City	Label	Luminaire	Arrangement	LLF	Description
1	4	S1-25	N.A.	Single	0.900	CTI-A-306-T3-S215-30.00 LUMEN TYPE 2 LED/BACK SHLD
2	1	S1-3	N.A.	Single	0.900	CTI-A-306-T3-S215-30.00 LUMEN TYPE 3 LED
3	2	S1-35	N.A.	Single	0.900	CTI-A-306-T3-S215-30.00 LUMEN TYPE 3 LED/BACK SHLD
4	1	S1-45	N.A.	Single	0.900	CTI-A-306-T4-S215-30.00 LUMEN TYPE 4 LED/BACK SHLD

TECHLIGHT INC.
 - DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES.
 - THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
 - THIS LAYOUT IS BASED ON .IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

CUSTOMER APPROVAL

Drawing is approved, proceed with production

Drawing is not approved, make changes as noted

Customer Signature _____ Date _____





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SUITE 1000
DALLAS, TEXAS 75244
214.343.3150

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Project Version	Date	Description
12.31.2024	2024 04 17 22PM	Project Release

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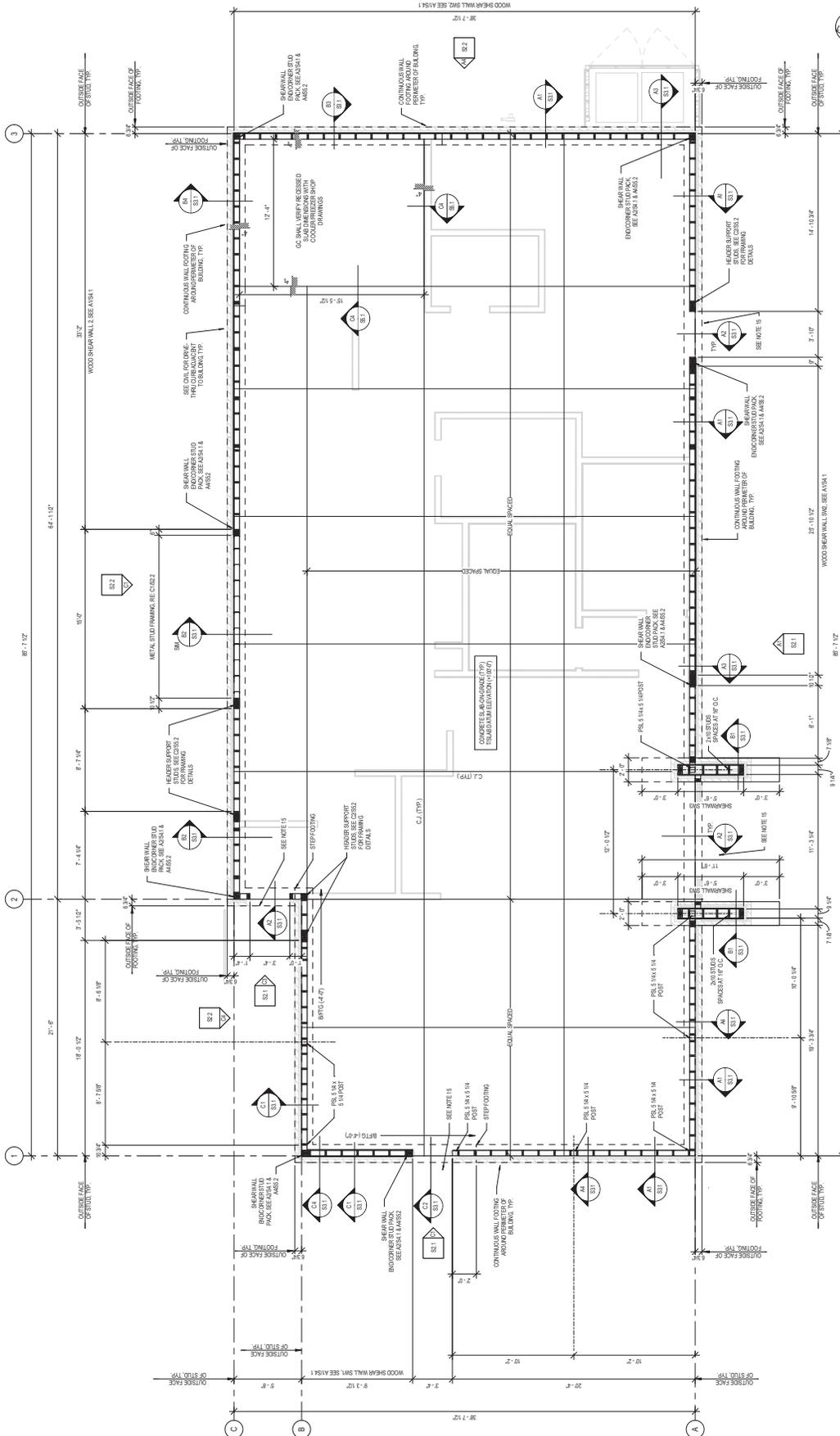
Date
03.05.2025

Project Number
2202167

Description
FOUNDATION PLAN

Scale
As indicated

S1.1



FOUNDATION PLAN

TYPE = 1.01

FOUNDATION PLAN NOTES

1. INTERIOR SLAB ON GRADE TO BE 4" THICK REINFORCED WITH #4 @ 18" ON CENTER AT THIS SLAB DEPTH.
2. REFER TO SHEET S02 FOR GENERAL NOTES.
3. TOP OF STRUCTURAL SLAB ELEVATION CORRESPONDS TO ARCHITECTURAL FINISH FLOOR FINISH ELEVATION.
4. C.I. INDICATES CONTROL JOINT - SEE DETAIL A4S1.1.
5. PROVIDE 3" MIN. DUCTILE IRON W/POSTS IMMEDIATELY BELOW SLAB ON GRADE OPENING AND DISKS.
6. REFER TO THE GEOTECHNICAL REPORT FOR SUBGRADE PREPARATION.
7. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATIONS AND SIZES OF ALL WALLS, WALL OPENINGS, AND DOORS.
8. COORDINATE ALL FOUNDATION CONNECTIONS WITH MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
9. COORDINATE ALL FOUNDATION CONNECTIONS WITH MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS. SIZES AND TYPES OF SLAB DEPRESSIONS, EQUIPMENT PADS, BERMS, AND PERFORATIONS WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
10. AT CORNER CONNECTIONS AT WALL FOOTINGS, PROVIDE ADDITIONAL CHAIRBARTS 4" ABOVE AND BELOW JOINT.
11. SEE DETAIL A4S2 FOR NON-LOAD BEARING PARTITION WALL CONNECTION TO SLAB.
12. COORDINATE ALL EXTERIOR WALL STUD LOCATIONS WITH PRE-MANUFACTURED WOOD TRUSSES. A MINIMUM 2" CLEARANCE IS REQUIRED BETWEEN STUDS AND TRUSSES. PROVIDE 2" MIN. GROUNDING IN ALL LOCATIONS AND JOISTS TO AVOID STUDS.
13. ALL EXTERIOR WALL STUDS ARE 16" STUDS SPACED AT 12" O.C. MAX. UNLESS REFERRED TO ARCHITECTURAL DRAWINGS FOR INTERIOR WALLS TO 2025 AND STAKES.
14. REFER TO S41 FOR SHEAR WALL FRAMING DETAILS.
15. SEE CALL FOR STOPS AND SIDEWALLS. PROVIDE 2% SLOPE AWAY FROM BUILDING TOP OF EXTERIOR SToop.



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WILMINGTON, NC 28403-3116

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Project Name
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Date
03.05.2025

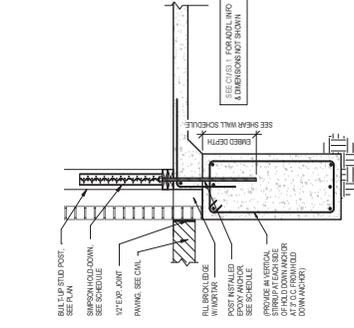
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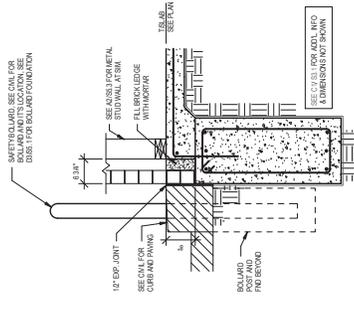
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S3.1

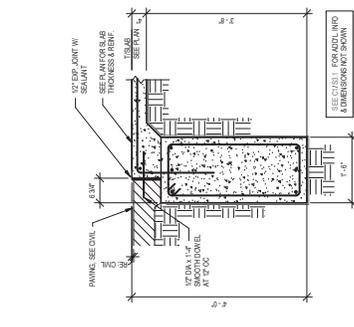
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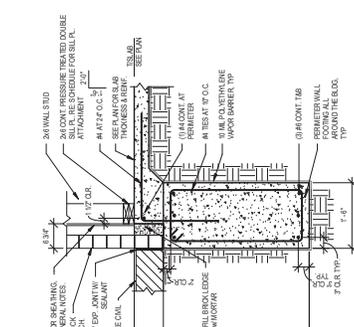
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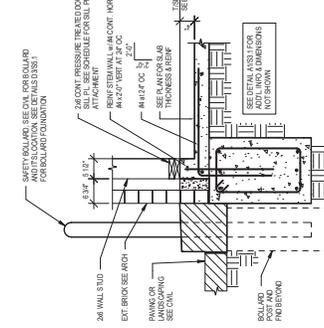
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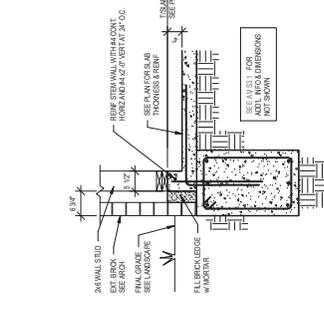
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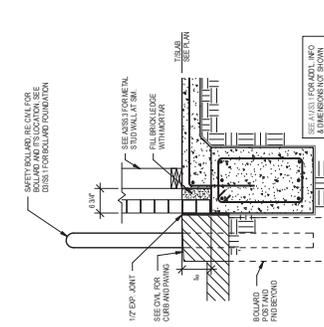
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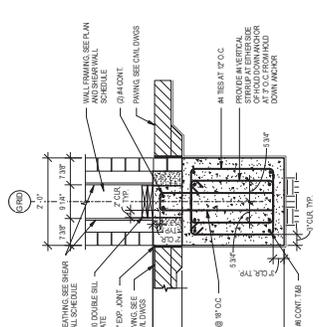
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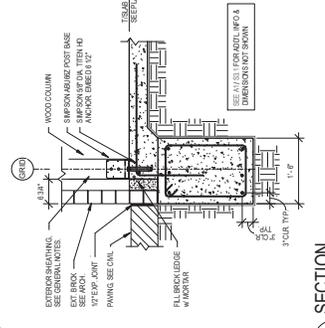
B2 SECTION
3/4" = 1'-0"



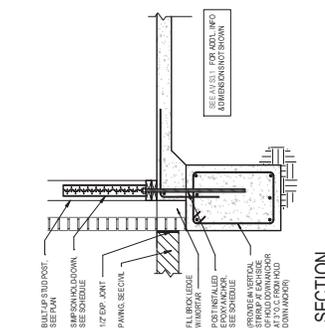
B3 SECTION
3/4" = 1'-0"



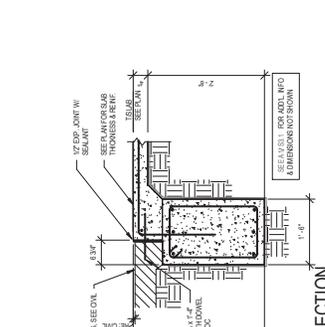
B4 SECTION
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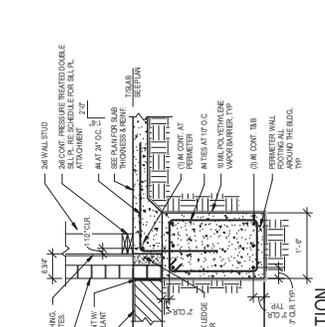
A1 SECTION
3/4" = 1'-0"



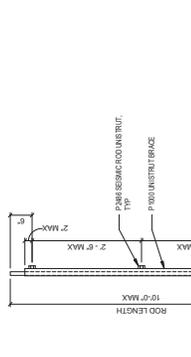
A2 SECTION
3/4" = 1'-0"



A3 SECTION
3/4" = 1'-0"



A4 SECTION
3/4" = 1'-0"



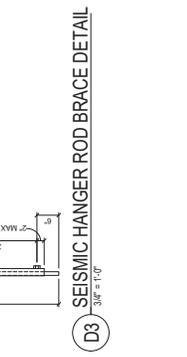
D1
TOP PLATE STRAP
1/2" = 1'-0"



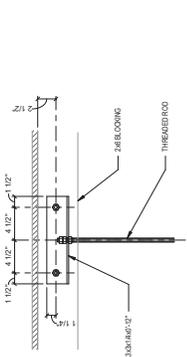
D2
BEAM STRAP
1/2" = 1'-0"



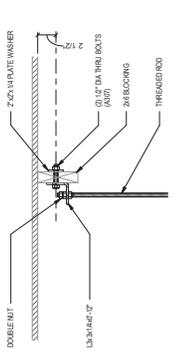
D3
SEISMIC HANGER ROD BRACE DETAIL
3/8" = 1'-0"



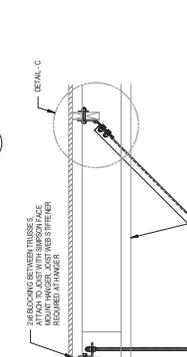
A1
SIGN BLOCKING DETAIL
1/2" = 1'-0"



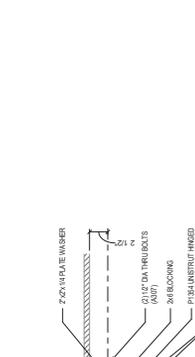
A2
SECTION AT METAL STUD WALL
3/8" = 1'-0"



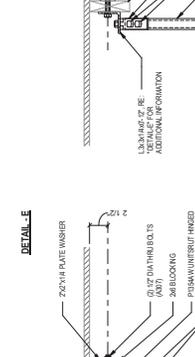
A3
LIGHT GAUGE METAL NOMENCLATURE
1/2" = 1'-0"



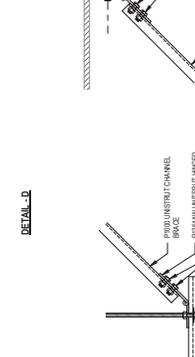
A4
TYPICAL METAL STUD BLOCKING
1/2" = 1'-0"



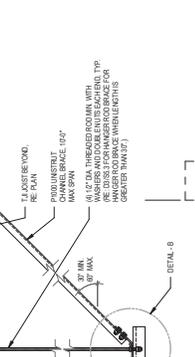
B1
TRANSFORMER SUPPORT
1/2" = 1'-0"



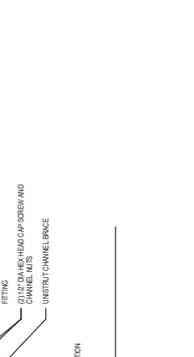
B2
WINDOW RE ARCH
1/2" = 1'-0"



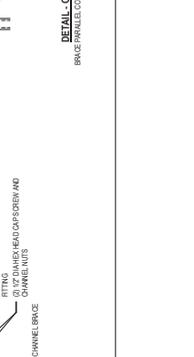
B3
DETAIL
1/2" = 1'-0"



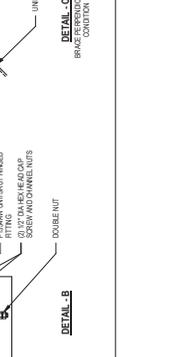
B4
DETAIL
1/2" = 1'-0"



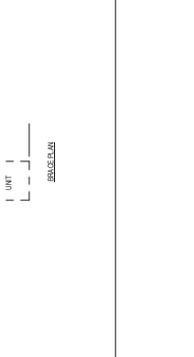
C1
TRANSFORMER SUPPORT
1/2" = 1'-0"



C2
WINDOW RE ARCH
1/2" = 1'-0"



C3
DETAIL
1/2" = 1'-0"



C4
DETAIL
1/2" = 1'-0"



C5
DETAIL
1/2" = 1'-0"



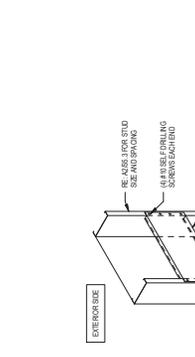
C6
DETAIL
1/2" = 1'-0"



C7
DETAIL
1/2" = 1'-0"



C8
DETAIL
1/2" = 1'-0"



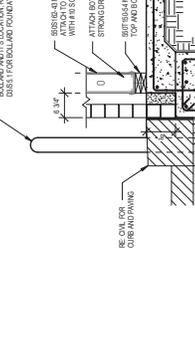
C9
DETAIL
1/2" = 1'-0"



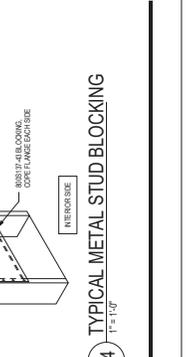
C10
DETAIL
1/2" = 1'-0"



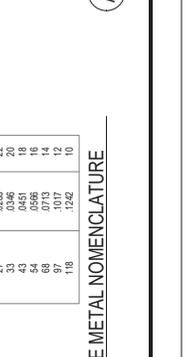
C11
DETAIL
1/2" = 1'-0"



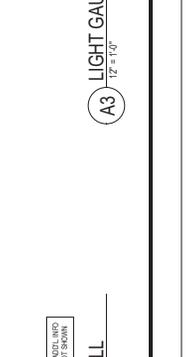
C12
DETAIL
1/2" = 1'-0"



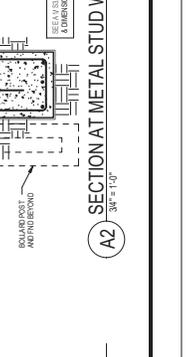
C13
DETAIL
1/2" = 1'-0"



C14
DETAIL
1/2" = 1'-0"



C15
DETAIL
1/2" = 1'-0"



C16
DETAIL
1/2" = 1'-0"



**Architecture
Engineering
Environmental
Land Surveying
Companies**

1000 W. Hargett Street
Raleigh, NC 27601
919.876.1000

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Project Version	Date	Description
12.31.2024	2024 Q4 P222M PostOpen Release	

Seal / Signature

Project Name
WHATABURGER MARVIN, NC

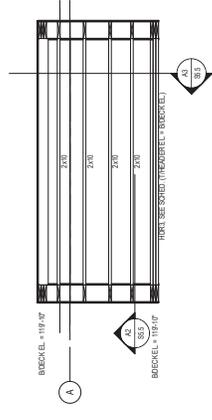
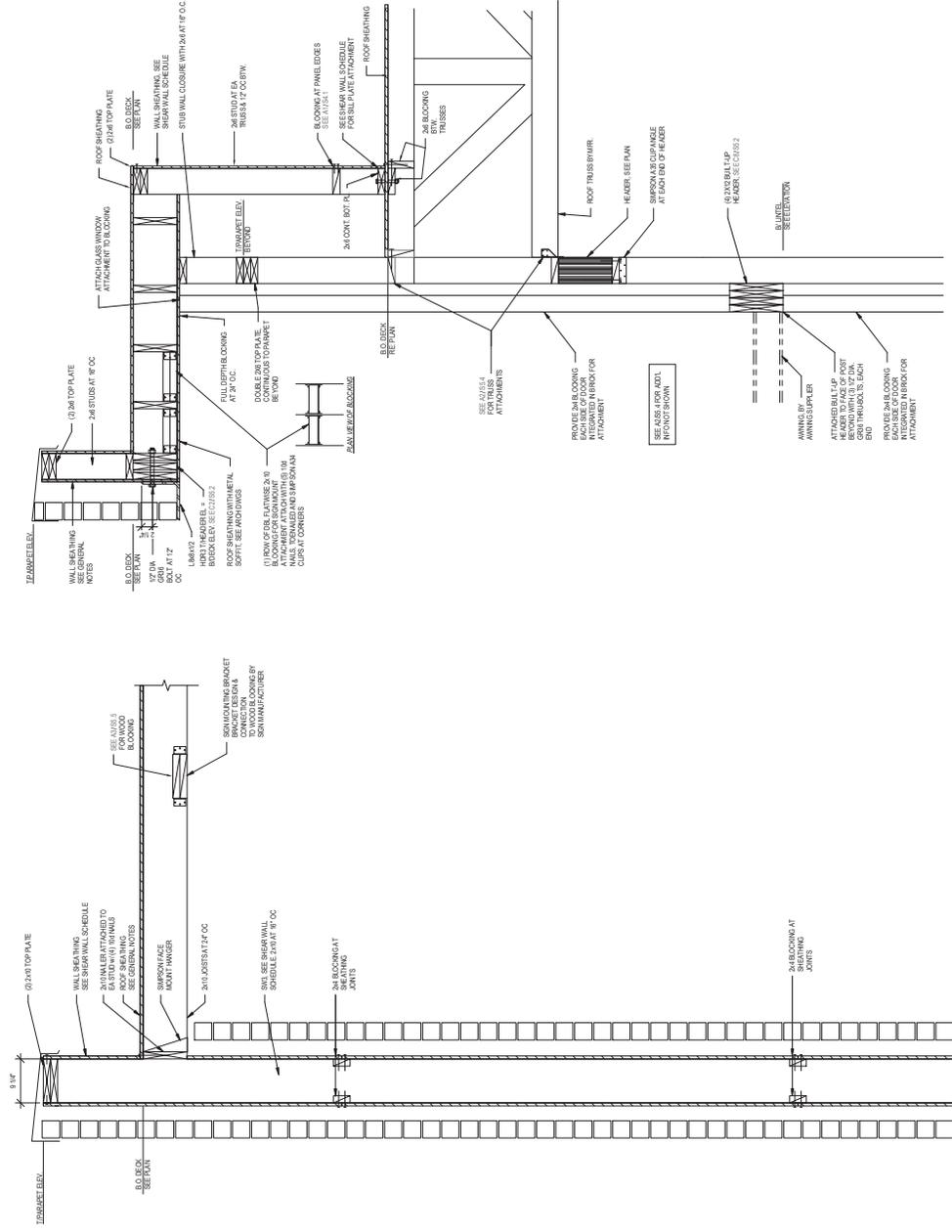
Date: 03.05.2025

Project Number
2202167

Description
FRAMING DETAILS

Scale
As indicated

S5.5



A3 SECTION AT ENTRY PORTAL
1" = 1'-0"

A2 SECTION AT ENTRY PORTAL SIDE WALL
1" = 1'-0"

A1 ENLARGED PLAN
3/8" = 1'-0"



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: Thursday, May 29, 2025

MarvinNC.gov

Title: Consider Call for Public Hearing for Zoning Map Amendment 2025-2

Attachments: Staff Memo, Rezoning Application **Action Requested:** Set Public Hearing Date

Draft Motion: To Call for a Public Hearing on Tuesday, June 10th at 6PM at Village Hall for Zoning Map Amendment Application 2025-2 to consider rezoning the 3-acre property located on Marvin School Road (Parcel Number: 06-01003D) from Rural-Residential (RR) to Single Family Residential (SFR-1).

Budgetary Impact: No Budgetary Action Required

Background:
See Staff Report.

Current:
See Staff Report.



Village of Marvin

DATE: May 29th, 2025

TO: Village Council

FROM: Hunter Nestor, Planner and Zoning Director

SUBJECT: Call for Public Hearing for Zoning Map Amendment 2025-2

Requested Action

Staff Request that the Village Council Call for Public Hearing on June 10th, 2025, at 6PM at Village Hall for Consideration of Zoning Map Amendment #2025-2.

Background

Mr. Luis Cruz has submitted a Zoning Map Amendment (Rezoning) application to rezone the 3-acre property located on Marvin School Road (Parcel Numbers: 06-01003D 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/Vacant	R-R
North	Residential	SFR-1
South	Residential	SFR-2
East	Residential/Agriculture	R-R
West	Residential	R-R

General: The rezoning application is to rezone the 3-acre property located on Marvin School Road (Parcel Numbers: 06-01003D from Rural-Residential (R-R) to Single Family Residential (SFR-1) to subdivide the property to create one additional lot a total of 2 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 Tuesday, April 29th, 2025, from 6PM to 8PM at Village Hall. The sign-in sheet is included in the packets. Most of the questions/comments received were regarding the floodplain that is on the east side of the property.

Review and Discussion

The subject property was zoned to Rural-Residential with the adoption of the MDO. The property owner/applicant had previous conversations with planning staff about subdividing the property under the old ordinance but never formally submitted an application.



Village of Marvin

When the Board 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. However, based on the size and dimensions of the subject property, if the rezoning to SFR-1 is approved, the applicant can only subdivide the property to create one additional lot.

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.

The Planning Board 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.

If the rezoning is approved, it may be subdivided further through the minor 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 Minor Subdivision process per the MDO.

Minor Subdivisions (For creating up to 3 additional lots)

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):**



Village of Marvin

- a. Valid upon recording (needs to happen within 60 days).
- b. Plat needs signatures from owner(s) and Planning Department.

Recommendation

Staff Recommendation: Recommend Approval of Zoning Map Amendment 2025-2 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 May 20th, 2025. The Planning Board unanimously voted to recommend approval of Zoning Map Amendment 2025-2 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.

Following a recommendation by the Marvin *Planning Board* on the proposed amendment(s), the action shall be reported to the Marvin *Village Council* for a legislative hearing and final action according to the process set forth in Section 5.3-3 of this Ordinance. The legislative hearing will be scheduled as provided by the rules of procedure of the Village Council for calling legislative hearings.



Village of Marvin

Application Number: ZMA 2025-2

Application Date: 4-9-2025

APPLICATION FOR ZONING MAP AMENDMENT

Address of Subject Property:

Marvin School Road- 06-201003D

Applicant(s) Name: Luis Manuel Cruz

Phone: 704-999-8820

Address of Applicant: 714 S. Church St

FAX: _____

Salisbury, NC

Zip Code: 28144

Email: the.spyqueen1@gmail.com

Owner(s) Name: Luis Manuel Cruz

Phone: 704-999-8820

Address of Owner: 714 S. Church St

FAX: _____

Salisbury, NC

Zip Code: 28144

Email: the.spyqueen1@gmail.com

Zoning Request Information

Current Zoning District R-R

Requested Zoning District SFR-1

Current Use of Land Vacant

Surrounding Uses of Land - Residential

Is it in a Flood Zone? Yes

Approval Permit Number N/A

Comments _____

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

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: 06-201003D

Acreage 3 acres Current Zoning Classification: Rural Residential - R-R

Land Use Plan recommendation: Residential

Existing Use of the Subject Property: Vacant

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.

Request to have property rezoned to SFR-1 to allow property to be subdivided to create 1 new lot

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

N/A

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

Luis Manuel Cruz

Luis Cruz
Signature(s) of Petitioner(s)

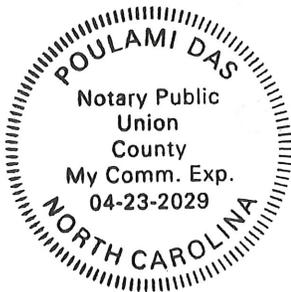
STATE OF NORTH CAROLINA
COUNTY OF UNION
Subscribed and sworn to before me this
9th day of APRIL, 20 25

Poulami Das
Notary Public
POULAMI DAS
Printed Name of Notary Public
My Commission expires: 4/23/2029

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

STATE OF _____
COUNTY OF _____
Subscribed and sworn to before me this
____ day of _____, 20 _____

Notary Public
Printed Name of Notary Public
My Commission expires: _____



9. SETBACKS SHOWN ARE PER PLATS SPECIFICATION.

LOT #253
MB:H PG: 51

LOT #252
MB:H PG: 51

NCPLS #L-4739

COMMON AREA
MB:H PG: 51

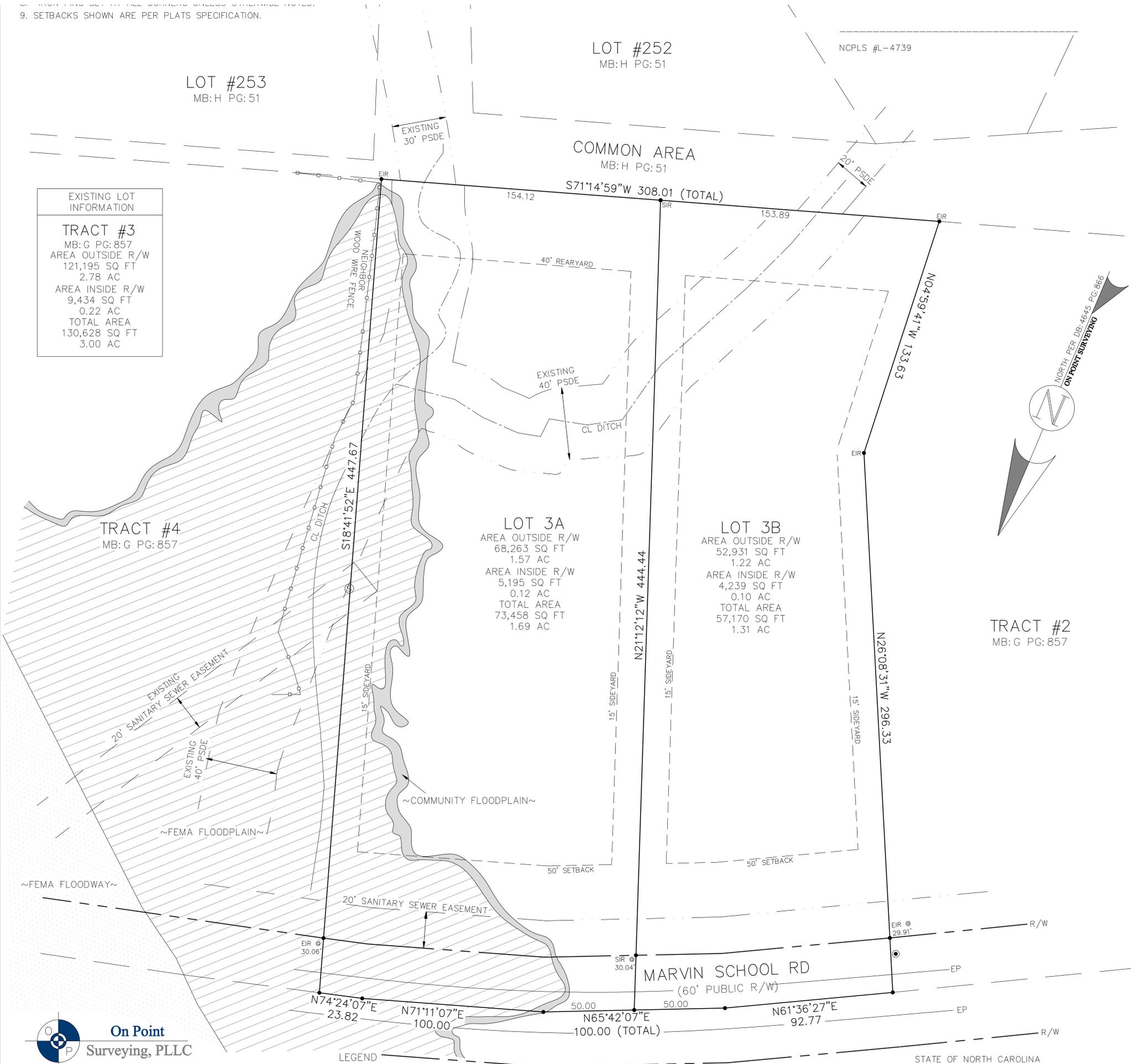
EXISTING LOT INFORMATION	
TRACT #3	
MB: G PG: 857	
AREA OUTSIDE R/W 121,195 SQ FT 2.78 AC	
AREA INSIDE R/W 9,434 SQ FT 0.22 AC	
TOTAL AREA 130,628 SQ FT 3.00 AC	

TRACT #4
MB: G PG: 857

LOT 3A
AREA OUTSIDE R/W
68,263 SQ FT
1.57 AC
AREA INSIDE R/W
5,195 SQ FT
0.12 AC
TOTAL AREA
73,458 SQ FT
1.69 AC

LOT 3B
AREA OUTSIDE R/W
52,931 SQ FT
1.22 AC
AREA INSIDE R/W
4,239 SQ FT
0.10 AC
TOTAL AREA
57,170 SQ FT
1.31 AC

TRACT #2
MB: G PG: 857



On Point
Surveying, PLLC

SYMBOLS	DESCRIPTION
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
PID	PARCEL IDENTIFICATION

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon, which has conveyed to me (us) by deed recorded in Book , Page , and that I (we) hereby acknowledge this plat and allotment to be my (our) free act and deed and hereby establish the minimum building lines, and dedicate to public use as streets, alleyways, crosswalks, easements, parks and other spaces forever as shown or indicated. Further, I (we) certify that the property as shown hereon is within the

STATE OF NORTH CAROLINA
COUNTY OF UNION
I, _____ REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.



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: Thursday, May 29, 2025

MarvinNC.gov

Title:	Consider Call for Public Hearing for Zoning Text Amendment 2025-1 for Amendments to Articles 2, 5, 7, 8 and 9 of the Marvin Development Ordinance		
Attachments:	Draft Zoning Text Amendment	Action Requested:	Set Public Hearing Date
Draft Motion:	To Call for Public Hearing on June 10 th , at 6PM at Village Hall to Consider Adoption of Zoning Text Amendment 2025-1 for Amendments to Article, 2, 5, 7, 8 and 9 of the Marvin Development Ordinance.		
Budgetary Impact:	No Budgetary Action Required		

Background:

The Marvin Development Ordinance was adopted in May of 2024. Over the last year, staff has identified a few articles that we are recommending some amendments for additional requirements for rezonings and various amendments for clarification of the regulations. This includes changes to Neighborhood Meeting (Article 5) requirements as we discussed during the joint meeting, requiring a TIA to be conducted for rezonings and site plan approval (Article 7), and other various amendments to articles, 2, 8 and 9.

Current:

Included in the packet is a summary of the proposed amendments. This is currently being reviewed by the Village Attorney and Mr. Flowe with N-Focus (MDO Consultant). You can access the full articles with the links below. Also included is research from other languages in other municipalities.

- [Link to Article 2](#)
- [Link to Article 5](#)
- [Link to Article 8](#)
- [Link to Article 9](#)

Staff Recommendation

Staff recommends the approval of the proposed zoning text amendment.

Planning Board Recommendation

The Planning Board met during their May 20th, 2025, regularly secluded meeting and unanimously voted to recommend approval of the proposed zoning text amendment.

**Final Proposed Text Amendment Revisions to the Marvin Development Ordinance for
Consideration 5-20-2025**

The following amendments to the Marvin Development Ordinance recommended to the Planning Board

Draft Changes

1. Amend 2.13-7 Swimming Pools.

Current:

2.13-7 Swimming Pools. Swimming pools located on any site, including single family residential sites, shall be:

- (A.) Located in a side or rear yard only;
- (B.) Located a minimum of fifteen feet from any property line;
- (C.) Completely enclosed by a fence or wall no less than four feet but no more than eight feet, except when a wall is component to the dwelling or accessory structure, in accordance with the provisions of sub-section 2.13-2 Fences and Walls herein.
Height shall be measured above grade on the side of the fence or wall which faces away from the swimming pool. This fence or wall shall enclose the pool itself and may include any other additional portions of the lot. Fence design shall not be climbable or of a ladder pattern. Fences shall not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing. The fence shall not have any gaps, opening, indentations, protrusions, or structural components that allow a young child aged six (6) years or less to crawl under, squeeze through, or climb over the fence or adjacent barrier. All fence or wall openings into the pool area shall be equipped with a gate that opens outward away from the pool and shall be self-closing and have a self-latching device located on the poolside of the gate and be placed so that a young child aged six (6) years or less cannot reach over the top or through any opening or gap and operate the latch.

Revisions Proposed

2.13-7 Swimming Pools. Swimming pools located on any site, including single family residential sites, shall be:

- (A.) Located in a side or rear yard only;
- (B.) Located a minimum of fifteen (15') feet from any property line **when located within any Single Family Residential (SFR-1, 2, or 3) District or Rural Residential (RR) District. In all other circumstances, swimming pools shall be located a minimum of ten (10') feet from any property line;**
- (C.) Completely enclosed by a fence or wall no less than four feet but no more than eight feet, except when a wall is component to the dwelling or accessory structure, in accordance with

the provisions of sub-section 2.13-2 Fences and Walls herein.

Height shall be measured above grade on the side of the fence or wall which faces away from the swimming pool. This fence or wall shall enclose the pool itself and may include any other additional portions of the lot. Fence design shall not be climbable or of a ladder pattern. Fences shall not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing. The fence shall not have any gaps, opening, indentations, protrusions, or structural components that allow a young child aged six (6) years or less to crawl under, squeeze through, or climb over the fence or adjacent barrier. All fence or wall openings into the pool area shall be equipped with a gate that opens outward away from the pool and shall be self-closing and have a self-latching device located on the poolside of the gate and be placed so that a young child aged six (6) years or less cannot reach over the top or through any opening or gap and operate the latch.

Clean copy

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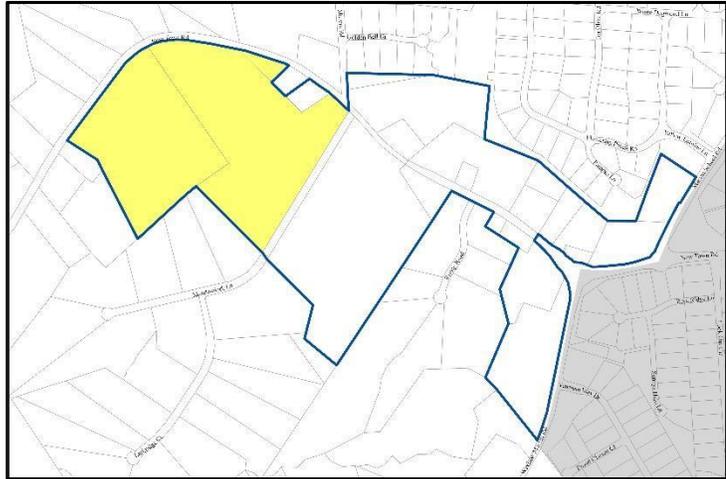
2. **Amend Article 7 to include TIA Requirements for New Developments – See Attached TIA Language**

3. Amend 8.5-6 (H) Subdistrict Standards

Current:

1. (H.) Subdistrict Standards

(1.) Heritage District-Residential Only (HD-RO-CZ): A subdistrict for solely residential buildings. This subdistrict is intended to provide additional housing to boost the vibrancy and walkability of the District as a whole and must have 100% residential uses within the area shown above. The images appearing below are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



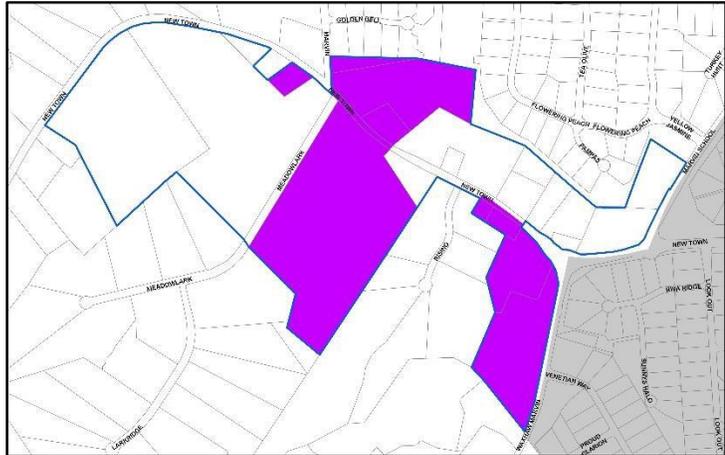
HD-RO-CZ Dimensional Standards

Min. Lot Size (sq. ft.)	Lot Width	Front Setback	Rear Setback	Side Setback
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Large Lot Home/ Village House	43,560	130'	50'	75'	20'
Medium Lot Homes	20,000	100'	40'	40'	10'
Small Lot Homes	10,000	70'	25'	25'	5'

(2.) Heritage District-Mixed Use (HD-MU-CZ): A subdistrict intended to be the bulk of the central area of the District. These parcels have residential in the

back and commercial on the major road side. Developments in this district must meet the intent of Mixed-Use and shall have no more than 30% of the total area be residential uses, which shall be defined as the total



area that consists of a private residential lot. The 30% residential maximum does not apply to the two parcels (further identified as Parcel Numbers 06225003A and 06225018) on New Town Road, which had existing homes at the time of this ordinance's adoption. Due to their small lot size, this residential maximum does not apply to the two parcels on New Town Road, which had existing homes at the time of this ordinance's adoption. This Heritage District-Mixed Use (HD-MU) subdistrict also includes two small properties (further identified as Parcel Numbers 06225003A and 06225018) whose location tends to



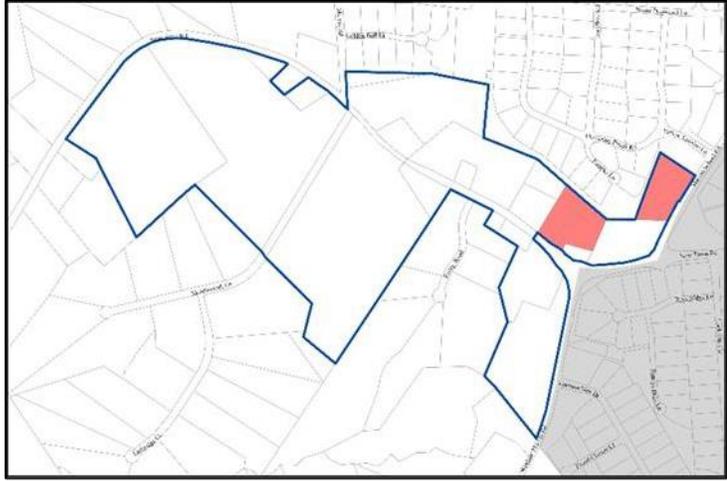
support commercial use, but are too small to provide a 100-foot buffer from existing uses. These properties shall be allowed to have commercial, but shall have more limited commercial uses allowed and a different approach to buffering than the other subdistricts that allow commercial uses.

Developments in this district must meet the intent of Mixed-Use and shall have no more than 30% of the total area be residential uses, which shall be defined as the total area that consists of a private residential lot. The images appearing above are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.

	Min. Lot Size (s.f.)	Lot Width	Front Setback	Rear Setback	Side Setback	Building Size (s.f.)
Large Lot Home	43,560	130'	50'	75'	20'	No min. No max.
Medium Lot Homes	20,000	100'	40'	40'	10'	No min. No max.
Small Lot Homes	10,000	70'	25'	25'	5'	No min. No max.
Village house • Commercial Uses Only	None	None	10'	20'	5'	1,000- 7,500
Cottage Commercial	None	None	10'	20'	5'	600- 3,000
Bungalow • Commercial Uses Only	None	None	10'	20'	5'	1,000- 3,000
Greek Revival / Southern Colonial • Commercial Uses Only	None	None	10'	40'	5'	3,000- 10,000
Conventional Square Commercial*	None	None	85'	100'	50'	10,000- 15,000

(This space left blank intentionally.)

(3.) Heritage District-Commercial Only (HD-CO-CZ): A subdistrict intended to host only commercial uses. The proximity to Village Hall and narrow properties tend to favor commercial uses, and these uses shall be buffered significantly from existing residential uses. The images appearing below



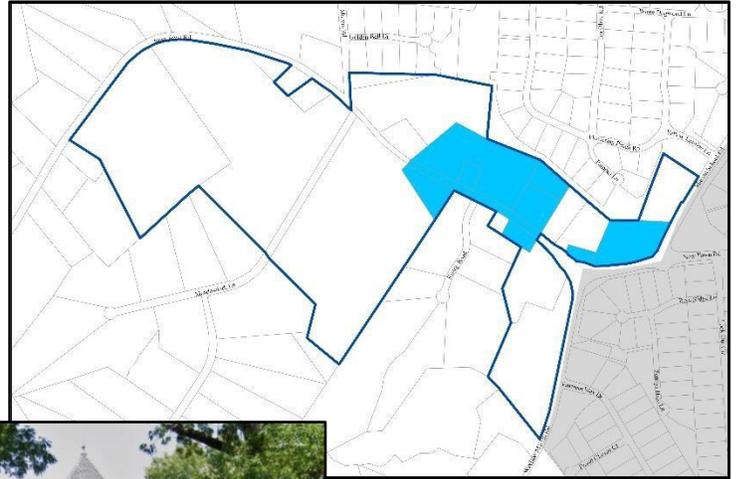
are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



	Min. Lot Size (s.f.)	Lot Width	Front Setback	Rear Setback	Side Setback	Building Size (s.f.)
Village house	None	None	10'	20'	5'	1,000-7,500
Cottage Commercial	None	None	10'	20'	5'	600-3,000
Bungalow Commercial Uses Only	None	None	10'	20'	5'	1000-3,000
Greek Revival / southern Colonial	None	None	10'	40'	5'	3000-10,000
Conventional Square Commercial	None	None	85'	75'	5'	5,000-10,000

(4.) Heritage District-Civic Heritage District (HD-Civic-CZ): This subdistrict holds the historic churches and site of the new Marvin Village Hall. These properties shall be limited to civic uses and similar building vernacular to the churches and Village Hall or other similarly civic vernacular.

The images appearing above are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



Church Vernacular*	Min. Lot Size (s.f.)	Lot Width	Front Setback	Rear Setback	Side Setback	Building Size (s.f.)
Government Vernacular*	43,560	130'	75'	40'	50'	1,000-10,000
	*All new buildings shall match the character of the existing buildings on the property. Any architectural proposal shall be reviewed by the Design Review Board.					

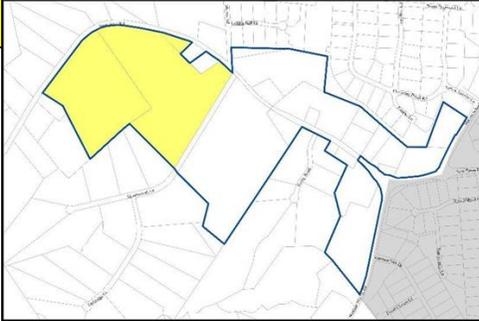
Revisions Proposed: Replace the subdistrict standards in 8.5-6 (H) with the following:

8.5-6 (H)(1) Heritage District-Residential Only (HD-RO-CZ)

District Description

A subdistrict for solely residential buildings. This subdistrict is intended to provide additional housing to boost the vibrancy and walkability of the District as a whole and must have 100% residential uses within the area shown above.

The images appearing to the right are for example and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



Dimensional Standards

Lot Width, Minimum	70 Feet
Lot Depth, Minimum	140 Feet
Density, Max. (for major subdivisions)	3 Unit/Acre
Lot Coverage, Maximum	60 Percent
Front Setback, Minimum	25 Feet
Rear Setback, Minimum	25 Feet
Side Setback (Interior), Minimum	5 Feet
Side Setback (Corner), Minimum	10 Feet
Building Height, Maximum	35 Feet

Primary Uses

Single-Family, Detached Dwelling
 Associated accessory structures:
 Garages
 Pools
 Porches
 Sheds

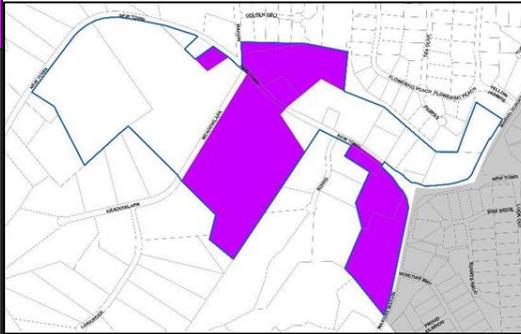
Notes:

Buffer Yards: 100 Feet required around perimeter of all major subdivisions.

8.5-6 (H)(2) Heritage District-Mixed Use (HD-MU-CZ)

District Description

A subdistrict intended to be the bulk of the central area of the District. These parcels are intended to have residential in the back and commercial on the major road side. Developments in this district must meet the intent of Mixed-Use and shall have no more than 30% of the total area be residential uses, which shall be defined as the total area that consists of a private residential lot. The images appearing above are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



Dimensional Standards (Residential Use Minimum)

Lot Width, Minimum	50 (45) Feet
Lot Depth, Minimum	80 Feet
Density, Max. (for major subdivisions)	3 Unit/Acre
Lot Coverage, Maximum	75 Percent
Front Setback, Minimum	10 (25) Feet
Rear Setback, Minimum	40 (25) Feet
Side Setback (Interior), Minimum	5 (5) Feet
Side Setback (Corner), Minimum	10 (10) Feet
Building Height, Maximum	35 Feet

Primary Uses

Single-Family, Detached
 Single-Family, Attached
 Cottage Homes
 General Retail
 General Office

Notes:

Other Residential Uses: (Single-Family Attached): If proposed, must be a part of a mixed-use development where residential and non-residential uses are proportionate to the lot size and approved with the Site-Specific Plan.

Single-Family Attached: The units shall not have a minimum lot width, but the total width of each structure containing the attached, single-family homes and adjacent side yards shall be no less than 60 feet.

Maximum Residential Density: Shall not exceed 3 units/acre for all residential uses.

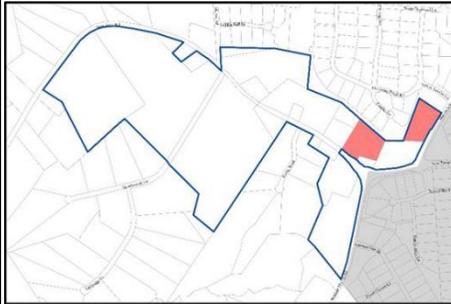
Non-Residential Buildings: Shall not exceed a footprint of 15,000 square feet per building.

Height: Max of 2 Stories for non-residential buildings.

8.5-6 (H)(3)Heritage District-Commercial Only (HD-CO-CZ)

District Description

Heritage District-Commercial Only (HD-CO-CZ): A subdistrict intended to host only commercial uses. The proximity to Village Hall and narrow properties tend to favor commercial uses, and these uses shall be buffered significantly from existing residential uses. The images appearing to the right are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



Dimensional Standards

Lot Width, Minimum	60 Feet
Lot Depth, Minimum	80 Feet
Density, Maximum	8 Units/Acre
Lot Coverage, Maximum	80 Percent
Front Setback, Minimum/Maximum	40/85 Feet
Rear Setback, Minimum	50 Feet
Side Setback (Interior), Minimum	5 Feet
Side Setback (Corner), Minimum	0 Feet
Building Height, Maximum	35 Feet

Primary Uses

Light Commercial/Retail
 General Office
 Medical
 Restaurants
 Associated accessory structures:
 Decks/Patios
 Sidewalk Dining

Notes:

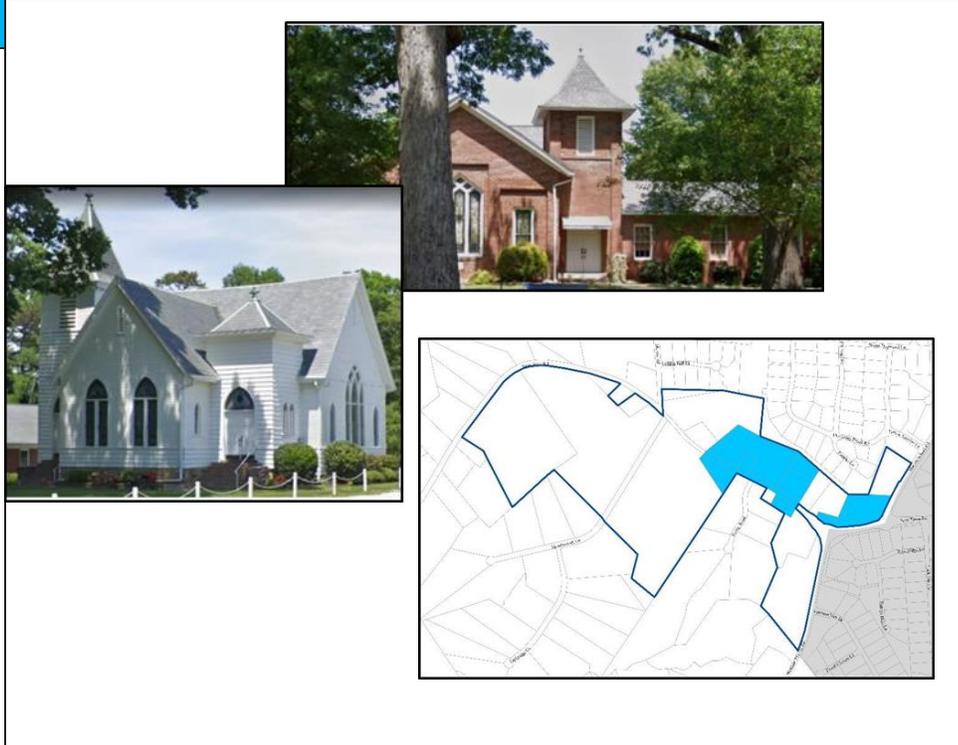
Non-Residential Buildings: Shall not exceed a footprint of 5,000 square feet per building.
Height: Max of 2 Stories for non-residential buildings.

8.5-6 (H)(4) Heritage District-Civic Heritage District (HD-Civic-CZ)

District Description

This subdistrict holds the historic churches and site of the new Marvin Village Hall. These properties shall be limited to civic uses and similar building vernacular to the churches and Village Hall or other similarly civic vernacular.

The images appearing to the right are for examples and not for regulatory purposes. The dimensional standards appearing below are required within the subdistrict.



Dimensional Standards

Lot Width, Minimum	130 Feet
Lot Depth, Minimum	N/A
Density, Maximum	N/A
Lot Coverage, Maximum	70 Percent
Front Setback, Minimum/Maximum	50/100 Feet
Rear Setback, Minimum	50 Feet
Side Setback (Interior), Minimum	20 Feet
Side Setback (Corner), Minimum	25 Feet
Building Height, Maximum	45 Feet

Primary Uses

Religious Institutions
Parks
Government Buildings/Facilities

Notes:

Structures and structural components not intended for human occupancy (including bell/clock towers, steeples, flagpoles, chimneys, water tanks or similar structures) may exceed the height limit of buildings. Components of civic buildings which extend above the height limit shall follow the standards for the civic building type (see Article 9).

All new buildings shall match the character of the existing buildings on the property. Any architectural proposal shall be reviewed with the rezoning.

4. Amend Table 8.1 in Article 8 to the following:

Add “Café’ (coffee, tea, ice cream, deli foods, alcoholic beverages)” to Listed Uses for TND0, MS, MU-1, MU-2 and C-16

Table 8.1 - Table of Uses L=listed use S=special use A=use listed with additional standards Section 1 - General Uses of the following:	SIC for PZ&SA use only if needed	Rural Residential (RR)	Single Family Residential (SFR-1, SFR-2 & SFR-3)	Manufactured Home Overlay (MHO)	Heritage District Overlay (HDO)	Traditional Neighborhood Development Overlay (TND0)	Main Street (MS)	Civic (CIV)	Mixed Use (MU-1)	Mixed Use (MU-2)	NC 16 Commercial (C-16)	Vehicle Services/Repair (VSR)	Industrial (IND)	Heavy Industry Overlay (HIO)
Boat Sales	5551										L	A(10.1-37)		
Bookstore	5942				L	L	L	L	L	L	L			
Bowling Lanes (bowling alley)	7933					L				L	L			
Building Supply Sales	5211										A(10.1-37)		A(10.1-37)	
Bulk Mail and Packaging	4212						L			L	L		A(10.1-37)	
Bus Terminal	4100						L							
Café (coffee, tea, ice cream, deli foods, alcoholic bev.)					L	L	L		L	L	L			
Camera Store	5946				L	L	L			L	L			
Camp Ground (Recreational Vehicle Park) (RESERVED)														

Change “Restaurant” Use to “Restaurant (without drive thru) and add to Listed Uses for TND0, MS, MU-1, MU-2 and C-16

Dwelling, Single-Family Detached, including Duplex (2-family), may also include Modular Construction		L	L	L	L	L	L	L	L	L				
Temporary Family Health Care Structure (per G.S. 160D-915(a)5)		L	L	L	L	L	L	L	L	L				
Tourist/temporary Residence (see section 2.23)														
Restaurant (w/drive-thru window acc. use - see 10.1-17)	5812					A (10.1-17)	A (10.1-17)		A (10.1-17)	A (10.1-17)	A (10.1-17)			
Restaurant (without drive-thru)	5812				L	L	L		L	L	L			
Retail Sales Not Otherwise Listed						A(10.1-37)	A(10.1-37)			A(10.1-37)	A(10.1-37)			
Retreat Center						L	L	L						

Add “(w/drive-thru window acc. use - see 10.1-17)” to Pharmacy/Drugstore

Pharmacy/Drugstore (w/drive-thru window acc. use - see 10.1-17)	5912					L	L			L	L			
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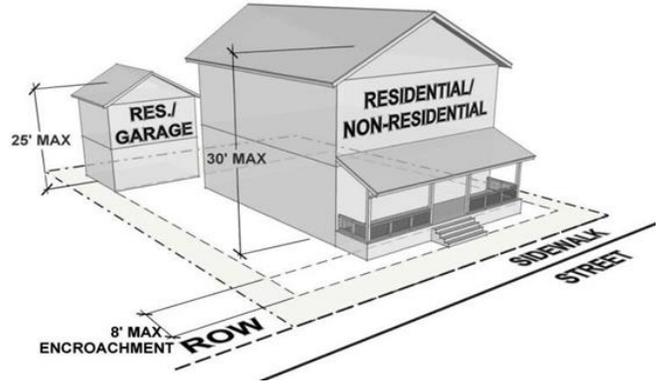
5. Amend 9.2-3 Detached House Building Type.

Current:

9.2-3 Detached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

- (1.) Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.



Revisions Proposed:

9.2-3 Detached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

- (1.) Building Heights

- (a.) **Principal Building height is limited to thirty (35') feet.** Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

- (b.) **Accessory Building height is limited to twenty-five (25') feet.** Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

NOTE: We will update graphics to be consistent with the revised building height.

Clean Copy of New Text:

9.2-3 Detached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

- (1.) Building Heights

- (a.) **Principal Building height is limited to thirty (35') feet.** Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

- (b.) **Accessory Building height is limited to twenty-five (25') feet.** Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

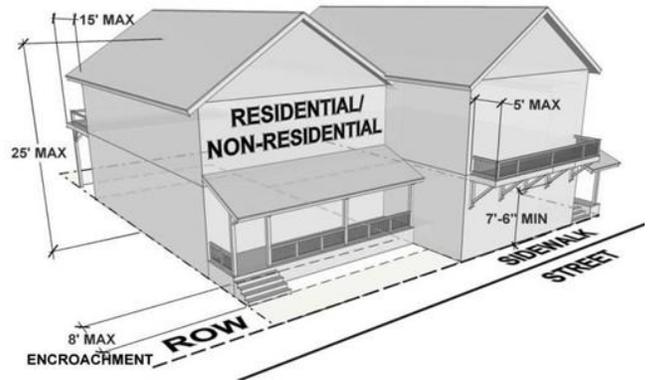
6. Amend 9.3-3 Attached House Building Type.

Current:

9.3-3 Attached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

(2.) Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.



Revisions Proposed:

9.3-3 Attached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

(1.) Building Heights

(a.) Principal Building height is limited to twenty-five (25') feet except for projects located in the MU-1 and MU-2 districts which shall be limited to forty-five (45') feet. Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

(b.) Accessory Building height is limited to twenty-five (25') feet. Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

NOTE: We will update graphics to be consistent with the revised building height.

Clean Copy of New Text:

9.3-3 Attached House Building Type.

Permitted Height, Uses, Encroachments, and Resiliency Standards.

(1.) Building Heights

(a.) Principal Building height is limited to twenty-five (25') feet except for projects located in the MU-1 and MU-2 districts which shall be limited to forty-five (45') feet. Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.

(b.) Accessory Building height is limited to twenty-five (25') feet. Building heights shall be measured as the vertical distance from the mean elevation of the finished grade to a point representing the midpoint of the peak and eave heights.



PLANNING & ZONING

**Village of Marvin
Traffic Impact Analysis
Ordinance**



Draft: Part of ZTA 2025-1

Purpose and Definition

Transportation system integrity is an important consideration for our community when a significant development is proposed. Public policy makers, citizens and developers all have a stake in understanding and responding to additional demands on the transportation system. A Transportation Impact Analysis (TIA) is a tool used to evaluate the incremental impacts on the surrounding transportation infrastructure and how to mitigate them to maintain safe traffic and transportation operations. **Any key terms of this Ordinance shall be defined in Article 3 of the Marvin Development Ordinance.**

- A. TIA Determination - The Village shall determine the need for a TIA upon receipt of any development application (by-right or rezoning) accompanied by a sketch or schematic plan. Types of development applications could include, but are not limited to, multi- family developments, single family developments, commercial developments, or industrial developments. If warranted, the transportation consultant assigned by the Village shall prepare the TIA. At the discretion of the North Carolina Department of Transportation (NCDOT) and the Village, a Transportation Technical Memorandum, in lieu of a full TIA report, may be allowed for some developments. If proposed street connections are not consistent with adopted plans, then an explanation or proposed transportation mitigation alternative that is equal or better shall be discussed in the study. NCDOT and the Village will be responsible for determining whether the alternative mitigation plan meets and/or exceeds the performance standards of the proposed street connections in the adopted plans.
- B. Minimum Thresholds for TIAs - A TIA will be required to accompany the sketch/schematic plan when expected gross trip generation is **1000 total trips or more both entering and exiting the site in a 24-hour period, and/or 100 total trips both entering and exiting the site during either the AM or PM peak hours (prior to any trip reductions applied - see Section G(10)). The gross trip generation will be calculated by the Village based on information (proposed project summary and development plan) provided by the applicant and the final determination for requiring the TIA will be made by the Village.** The Village may also determine the need for a TIA or Transportation Technical Memorandum based on special circumstances associated with the development, even if the gross trips falls below this threshold. This may be due to location, an intersection or thoroughfare nearby that is at or above capacity, the nature of the use, or one of the following:
1. Traffic generated from a non-residential development that could potentially significantly impact adjacent residential neighborhoods.
 2. Traffic operation issues for current and/or future years on nearby streets are expected to be significantly worsened by traffic generated from the proposed new development.
 3. Major and minor thoroughfares near the site are experiencing significant/unacceptable delays.
 4. Traffic safety issues exist at the intersection or street that would serve the proposed new development.
 5. The proposed land use differs significantly from the adopted Small Area Plans for the Village and/or the Comprehensive Land Use Plan.
 6. The internal street or access system is not anticipated to accommodate the expected traffic generation.
 7. The proposed development project includes a drive-through facility, or other uses such as schools that require significant on-site circulation that may have an off- site impact to adjoining roads and/or intersections.
 8. The amount, behavior and/or assignment of traffic is significantly different from a previously approved TIA, or more than 24 months have passed since completion of previous TIA.

C. Procedure

1. Scoping Meeting – A mandatory scoping meeting is required prior to beginning the TIA to discuss the requirements and strategies for a TIA specific to the site and the proposed development. Background information shall be submitted by the applicant and shall include intended phasing scheme, proposed build-out year, and a conceptual site plan showing proposed access points, proposed land use and densities, structure and parking envelopes. The Village, the transportation consultant assigned by the Village, and the applicant(s) are required to attend the mandatory scoping meeting. Representatives from the NCDOT District office will be invited and encouraged to attend as needed. The applicant may invite members of his/her development team as needed.
2. Memorandum of Understanding (MOU) – A MOU, documenting the understood scope and parameters of the TIA, shall be prepared by the transportation consultant assigned by the Village. A schedule will be developed and affirmed by all parties. The MOU shall be signed by the applicant and the Village before the consultant can begin work on the TIA. Approval by the NCDOT District Engineer will also be required if access to a state road is involved. Failure by the applicant to provide accurate information or failure by the assigned transportation consultant to follow the MOU shall result in disapproval of the TIA. If significant changes are made to the parameters outlined in the MOU, a revised MOU will be required.
3. Fees – Prior to the scoping meeting, the transportation consultant assigned by the Village shall submit a summary of consultant fees to the Village to perform the scoping portion of the TIA. The applicant shall agree to provide payment in full to the Village for these services prior to scheduling of the scoping meeting. After the MOU is prepared, changes by the applicant which require updates to the MOU, will result in additional services and must be paid for by the applicant prior to performance of the additional work.

After the scoping meeting, the transportation consultant assigned by the Village shall submit a summary of consultant fees for preparing the TIA to the Village. These fees will account for the work completed throughout the scoping process. Per the MOU, the applicant shall agree to provide payment in full to the Village for preparation of the TIA so that the Village can release the work to the consultant. The Village may require all or a portion of the estimated fees to be paid to the Village prior to commencement of the work. Any additional services incurred by the transportation consultant in addition to the MOU must be approved by the Village and agreed to and paid for by the applicant prior to performance of the additional work.

4. Development Agreement – Upon completion of the TIA, certain on- or off-site transportation mitigation measures may be required as recommended by the TIA. If so, these improvements will be defined in the Development Agreement, as outlined in the *Marvin Development Ordinance*. All required mitigation measures must be implemented prior to final Certificate of Occupancy (CO).
- D. TIA Outline and Contents – The outline and contents of what is required to be included in the TIA will be discussed at the scoping meeting and included in the MOU. A detailed summary of the expected content and methodologies to be used in the TIA is discussed below.
1. Cover/Signature page – Includes the project name, location, name of the applicant, contact information for the applicant, and date of the study. The name, contact information, registration number, signature, and seal of a duly qualified and registered professional engineer in the State of North Carolina are also required to appear on this page.

2. Table of Contents – Includes a list of all section headings, figures, tables, and appendices included in the TIA report. Page numbers shall denote the location of all information, excluding appendices, in the TIA report.
3. Executive Summary – Includes a description of the study findings, a general description of the project scope, study horizon years, expected transportation impacts of the project, and mitigation measure recommendations. Technical publications, calculations, documentation, data reporting, and detailed design shall not be included in this section.
4. Project Description – Includes a detailed description of the development, including the size of the parcel, development size, existing and proposed uses for the site, anticipated completion dates (including phasing). It shall also include the square footage of each use and/or the number and size of dwelling units proposed, and a map and copy of the site plan provided by the applicant.
5. Site Description – Includes a description of the project location within the Village and region, existing zoning and use (and proposed use if applicable), and key physical characteristics of the site, including general terrain and environmentally sensitive or protected areas.
6. Site Access – A complete description of the ingress/egress of the site shall be explained and depicted. It shall include number of driveways, their locations, distances between driveways and intersections, access control (full-movement, leftover, right-in/right-out, etc.) types of driveways (two- way, one-way, etc.), traffic controls, etc. Internal streets (lanes, flow, and queuing), parking lots, sidewalks, bicycle lanes, and designated loading/unloading areas shall also be described. Similar information for adjacent properties, including topographic grade relationship, shall be provided to evaluate opportunities for internal connections. The design, number, and location of access points to collector and arterial roadways immediately adjacent to the site must be fully analyzed. The number of access points shall be kept to a minimum and designed to be consistent with the type of roadway facility. Driveways serving the site from state roads shall be designed in accordance with the NCDOT's Policy on Street and Driveway Access and/or the Village standards, as applicable.
7. Study Area – The limits of the study area shall be based on the location, size and extent of the proposed project, and an understanding of existing and future land uses and traffic conditions surrounding the site. The limits of the study area for the TIA shall be reviewed and approved by the Village and NCDOT staff at the mandatory scoping meeting. At a minimum, the study area shall include all streets and signalized intersections within a 1- mile radius of the proposed site and/or where site traffic estimated for build- out of the project will constitute 10% or more of any signalized intersection approach during the peak hour. During the scoping meeting, staff may reduce the radius due to conditions specific to the site based on request by applicant and supported with valid reasoning. Should study area intersections outside of the Village be identified, adjacent municipalities will be notified. Unsignalized intersections between the required signalized intersections will be added to the scope as directed by the Village. To initially determine the impacts, the Village will maintain a database of recent peak- hour intersection turning movement counts. The applicable intersection counts will be equated to current year baseline volumes. Based on the proposed development program submitted by the applicant, a preliminary trip generation analysis, distribution and assignment will be performed within the area surrounding the site and compared to the current year base volumes. Related impacts or current operational problems, may dictate that other intersections be included in the study area as determined by Village staff and/or NCDOT staff. A narrative describing the study area shall identify the location of the proposed project in relation to the existing transportation system and list the specific study intersections and/or segments. Any unique transportation plans or policies applicable to the area (e.g., CATS bus service and small area plans) shall be mentioned. A site location map shall be provided and shall identify natural features, major and minor roadways within the study area, study intersections, and a boundary of the site under consideration.

8. Existing Conditions – Shall include a narrative and map that represents AM and PM peak-hour turning-movement volumes for all intersections within the study area. Traffic volumes shall represent 15-minute interval weekday turning- movement counts (Tuesday through Thursday), include heavy- vehicle, pedestrian and bicycle counts, no more than twelve months old and shall be collected during periods of the year when local schools are in session and during weeks that have no observed federal, state, or local holidays and periods. The required count timeframes are from 6:00-9:00AM and 4:00- 7:00PM. Site-specific conditions may necessitate additional or different traffic counting hours and/or days depending on the development program and location within the Village. These unique circumstances will be determined and directed by the Village. The Village will determine if modified peak hours or weekend analyses shall be included in the TIA at the mandatory scoping meeting. For example, 12- or 16- hour turning movement counts shall be required to complete the analysis if a traffic signal warrant analysis is required as part of the TIA. The source of existing traffic volume information shall be explicitly stated (e.g., Village counts, new counts collected by the applicant, NCDOT counts, etc.). If previous counts were obtained, only counts collected within the one year of the scoping meeting will be deemed acceptable. Summary sheets for existing turning movement counts shall be included in the appendix of the TIA report. A separate narrative and map shall be prepared to describe the characteristics of surrounding major roadways, including functional classification, number of lanes, posted speed limit, existing average daily traffic volumes, typical cross section, intersection control, and lineal distance between major roadways. Field notes for the existing conditions investigation may be included in the appendix of the TIA report.

9. Future Year Conditions – Unless otherwise approved by the Village, future year conditions for a single-phase development shall be analyzed for the year the development is expected to be at full occupancy (build-out year) and five years after the build-out year (build-out + 5). For multiple-phased developments, the scenarios shall be completed in order, with any improvements specified by development included in the subsequent build scenarios, including five years after the full build-out year (build-out + 5). Specific analysis periods to include in the study shall depend greatly upon the development program, proposed project phasing plan, and significant improvements programmed for the surrounding transportation system. The approved offsite developments and transportation projects to be included in the base future-year background conditions for the transportation system within the study area shall be determined during the scoping meeting. Transportation improvements assumed in the future-year background conditions analysis may include those with an expected completion date concurrent with that of the development and funded either by the Village, NCDOT, or indicated as a required condition of approval from another nearby development application. Only projects approved by the Village at the scoping meeting may be included in the analysis as future existing infrastructure. Those improvements committed by other projects must be clearly identified in the report as approved offsite development road improvements. Adjacent development traffic information used in the development of the future year background traffic volumes shall be included in the appendix of the TIA report. Unfunded, planned infrastructure projects may be mentioned in the TIA, but the description shall specifically identify that these projects are not included in the background condition. Future year background traffic volumes shall be forecasted using historical growth rate information, regional models, and/or TIA reports for development approved by the Village but not yet built. A narrative and map shall be prepared that presents turning movement volumes for each peak hour for all intersections identified within the study area. Future year base traffic volumes, other development volumes, and site traffic volumes shall be clearly separated and combined in the map.

10. Trip Generation – Base trip generation for the proposed land use(s) shall be calculated using data published in the latest version of the Institute of Transportation Engineers’ (ITE) Trip Generation Manual. Data limitations, data age, choice of peak hour of adjacent street traffic, choice of independent variable, and choice of average rate versus equation shall be discussed at the mandatory scoping meeting. Local trip generation rates may be acceptable if appropriate validation is provided by the applicant to support them. Any deviation from ITE trip generation rates shall be discussed in the mandatory scoping meeting and documented in the MOU if approved by the Village and NCDOT. The NCDOT Municipal School Transportation Assistance (MSTA) calculator shall be used to calculate projected trip generations for school sites.
 - a. Internal Capture – Base trip generation may be reduced by rate of internal capture when two or more land uses are proposed using methodology recommended in the most current Trip Generation Handbook published by the ITE, or research published by the National Cooperative Highway Research Program (NCHRP) Transportation Research Board. Reductions for internal capture shall be applied to multi- or mixed-use sites only. The internal capture reduction shall be applied before pass-by trips are calculated.
 - b. Pass-by Trips – Pass-by trips are those made as intermediate trips between an origin and primary destination (i.e., home to work, home to shopping, etc.). However, pass-by trips are not diverted from another roadway. Base trip generation may be reduced by rate of pass-by capture using methodology recommended in the most current Trip Generation Handbook published by the ITE. Pass-by trips associated with the development program may not exceed 10% of the peak-hour volume reported for the adjacent public street network. This network shall include the streets that provide primary access to/from the site. For example, if a site access drive that connects to a low-volume local street, which its primary access is to a major collector road, the traffic on the major collector shall be used as the adjacent street for pass-by calculation purposes. Evaluation of diverted trips may apply depending on the specifics of each site. A trip generation table shall summarize all trip generation calculations for the project.
11. Trip Distribution – External trip distribution shall be determined on a project- by- project basis using one of several sources of information available to transportation and land planning professionals. Potential sources for determining project trip distribution may include the regional travel demand model, market analysis, existing traffic patterns, or professional judgment. At the Village’s direction, multiple trip distributions may be required for differing land use types. Regardless of methodology, the procedures followed and logic for estimating trip distribution percentages must be well- documented in the TIA. Trip distribution percentages proposed for the surrounding transportation network shall be discussed during the scoping meeting and shall be approved by the Village and NCDOT before proceeding with the TIA. A map showing the percentage of site traffic on each street included in the study area shall be included in the TIA.
12. Trip Assignment – Project traffic shall be distributed to the surrounding transportation system based on the site’s trip generation estimates and trip distribution percentages. Future year build-out traffic forecasts (i.e., future year background traffic plus project traffic) shall be represented in graphic formats for AM and PM peak-hour conditions at all intersections included in the study area. If the project will be built in phases, traffic assignments shall be reported for each phase. Pass-by traffic shall be included at the driveways and access points for evaluating driveway volumes. Multiple assignment analyses may be required if the traffic control at the access drives varies (i.e., right-in/right-out vs. stop controlled vs. signalized).

13. Operations Analysis – The TIA shall include multi-modal operations analyses including vehicular, pedestrian and bicycle, to allow for the safe and convenient travel for all modes. Level-of-Service (LOS) and delay is the primary measures of effectiveness for impacts to the transportation system, and is defined by the most current edition of the Highway Capacity Manual (HCM). Operations analyses shall be performed for the existing and all future year scenarios, as described in Section G (17)). Impacts from the proposed project shall be measured by comparing the future year background conditions to the future year build-out conditions. Requirements for mitigation are described in Section G (17).
- a. Vehicular Capacity Analysis - Unless otherwise noted, Synchro LOS and delay shall be reported for all signalized intersections and approaches identified in the study area. Based on HCM, LOS for unsignalized intersections is not defined as a whole; instead, only the individual stop- controlled or yield approaches shall be reported based on the HCM reports determined through the Synchro analysis. Existing signalized intersections shall be modeled based on existing signal timing plans provided by either the Village or NCDOT. Existing signal timing plans shall be included in the appendix of the TIA report. If a traffic signal is part of a coordinated system it must be analyzed as such under all conditions. Other standard practices and default input values for evaluating signalized intersections shall be consistent with the most recent guidelines published by the NCDOT, Traffic Engineering and Safety Systems Branch, Congestion Management Unit (“Capacity Analysis Guidelines”). The Village may also require safety, traffic simulation, gap and/or other analyses appropriate for evaluating a development application. Additional analyses and/or traffic capacity or simulation tools (such as VISSIM or Transmodeler) required for the TIA shall be identified during the scoping meeting. All TIA reports submitted to the Village shall use Synchro, SimTraffic, VISSIM and/or Transmodeler analysis software for signalized and unsignalized intersections, or Sidra Software for roundabouts, consistent with policies released by the NCDOT. A narrative, table, and map shall be prepared that summarizes the methodology and measured conditions at the intersections reported in LOS (LOS A – F), the intersection and approach signal delay for signalized intersections, the approach delay for unsignalized intersections, and 95th percentile queue lengths for all movements. Capacity analysis worksheets and auxiliary turn-lane warrants for unsignalized intersections shall be included in the appendix of the TIA report.
- b. Pedestrian Operations Analysis - Unless otherwise noted, methodology provided in the latest edition of the Highway Capacity Manual shall be used to evaluate pedestrian LOS for the intersections identified in the study area. The current methodology is based on geometric data, demand data, and signal control data including, but not limited to:
- Number of lanes on the major street
 - Crossing distance
 - Traffic volumes
 - Motorist yielding rates to pedestrians
 - Cycle Length
 - Walk Time
 - Presence of pedestrian phase
- c. Bicycle Operations Analysis – The bicycle LOS at intersections identified in the study area shall be evaluated using locally accepted methodology. This current methodology assesses bicyclists’ comfort based on geometric and traffic signal features including, but not limited to:
- Number of lanes crossed
 - Presence of conflicting turning movements
 - Presence of bike lanes

Under this methodology, intersection features are assigned points, where the LOS for each approach is calculated based on the accumulation of points for

each geometric and traffic signal feature identified in the worksheet. Currently, this methodology does not take into account demand volumes; therefore, the bicycle LOS would not differ between AM and PM peak hours, and thus would not need to be reported for both under this methodology.

14. Queuing Analysis – 95th percentile and simulation analysis of future year queues shall be consistent with NCDOT’s Traffic Engineering and Safety Systems Branch, Congestion Management Unit current practices and published Capacity Analysis Guidelines. Turn lanes and storage lengths for the major street (uncontrolled) approaches at unsignalized intersections shall be identified using volume thresholds published in the NCDOT’s Policy on Street and Driveway Access to North Carolina Highways (see Warrant for Left- and Right- Turn Lanes Nomograph, pg. 80). Recommendations for left and right-turn lanes serving the site shall be designed to account for both the NCDOT warrants described above and to meet future year capacity needs identified through the capacity analyses. For projects that include drive- through facilities, pick- up/drop-off areas, or entrance gates, a queuing analysis may be required by the Village to ensure that vehicle stacking will not adversely impact the public transportation system. The queuing analysis must be performed using accepted transportation engineering procedures approved by the Village. If a TIA is required for a new school site, the internal circulation and ingress/egress of the site shall be modeled using a “dummy signal” in the Synchro software as prescribed by NCDOT Municipal School Transportation Assistance (MSTA) department.
15. Crash Analysis – A summary of crash data (type, number, and severity) for the most recent 3-year period at each study location is required. Traffic Engineering Accident Analysis System reports will be provided by the Village and/or NCDOT and shall be included in the appendix of the TIA report. For locations with prevalent crash types and/or frequency, a discussion shall be included describing factors that may be contributing to the incidents. At a minimum, the proposed development features shall not contribute to factors potentially involved in the existing crash rates. If contributing factors are identified, recommendations to eliminate or mitigate these features shall be included.
16. Traffic Signal Warrants – Village staff and/or NCDOT may consider potential signal locations at the scoping meeting. However, traffic flow progression is of paramount importance when considering a new traffic signal location. A new traffic signal shall not cause an undesirable delay to the surrounding transportation system. Installation of a traffic signal at a new location shall be based on the application of warrants criteria contained in the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and engineering judgment. Traffic signal warrants shall be included in the appendix of the TIA report. Additionally, spacing of traffic signals within the Village must adhere to NCDOT requirements. Pedestrian movements must be considered in the evaluation and adequate pedestrian clearance provided in the signal cycle split assumptions. If a signal warrant analysis is recommended in the TIA, the Village and/or NCDOT may decide to defer a signal warrant analysis until after the development has opened to allow use of actual turning movement counts at an intersection. The TIA recommendations must clearly state that this analysis shall occur at a specified date following the opening of the development. The applicant must issue a bond or letter of credit in the name of the Village for the estimated cost of the signal warrant analysis and resulting signal prior to final approval of the TIA. The cost shall be established based on an engineer’s estimate provided by the consultant identified by the Village.

17. Mitigation Measure Recommendations – This section of the TIA report shall provide a description of the study’s findings regarding impacts of the proposed project on the existing and future transportation system and describe the location, nature, and extent of all mitigation measures recommended to the applicant to improve and/or maintain the future year background level-of- service (LOS) conditions through phasing and ultimate build-out of the project. This mitigation will be identified by measuring the impact between the future year background conditions and the future year build-out conditions. The applicant is required to mitigate transportation deficiencies caused solely by the projected impact of their proposed development, and not unacceptable background conditions or other deficiencies caused by offsite development within the defined study area.

The applicant shall be required to identify mitigation improvements to the transportation network if at least one of the following conditions exists when comparing the multimodal operations analyses of future year background conditions to future year build-out conditions:

- a. the total average delay at an intersection or individual approach increases by 25% or greater, while maintaining the same LOS,
 - b. the LOS degrades by at least one level,
 - c. or the LOS is at or below the LOS threshold dictated by the zoning (as outlined in Table 1) in background conditions and the proposed project shows a negative impact on the intersection or approach

The following LOS table (Table 1), using the most recent Level of Service methodology, shall be used when determining the adequacy of intersection/approach within the applicable impact areas of the Village:

Table 1: LOS Thresholds		
Zoning	Vehicular LOS Threshold	Bike/Ped LOS Threshold
RR, CIV	C	E
SFR, VSR, IND	D	D
MHD, MS, MU, C-16,	E	C
Within a Small Area Plan Boundary	E	C
All Other	D	D

Where an intersection/approach is located within more than one zoning district and is not located within a small area plan boundary, the less restrictive LOS shall apply to the entire intersection or approach for purposes of complying with this ordinance.

If the background LOS (intersection or approach) is inadequate (i.e., at or below the threshold), the applicant will be expected to mitigate only the impact caused by the proposed project. For example, if the background LOS of an approach is LOS F with 85 seconds of delay, and the project traffic increases the delay to 95 seconds at LOS F, the applicant will be required to mitigate the added 10 seconds of delay on the approach, not required to mitigate the inadequate background delay. Village staff and NCDOT will review the recommendations in the final version of the TIA and will have the ultimate determination in the scope of the required mitigation measures.

A Developer Agreement as outlined in Part F of this ordinance may apply if mitigation requirements are needed.

For multi-phase developments, the capacity analyses scenarios shall address the phasing of improvements for each phase of development. The build-out + 5 scenario will require the analysis of only five years beyond the full build-out year. The build-out + 5 scenario analysis is not used for mitigation purposes. A narrative and table shall be prepared that summarizes the methodology and measured conditions at the intersections reported in LOS (LOS A–F) and average control delay for each intersection and approach.

A narrative and map shall also be prepared that describes and illustrates recommended improvements, by development phase if necessary, for mitigating the projected impact of the proposed development.

18. Compliance with Adopted Small Area/Transportation Plans – All TIA reports must include a statement of compliance with plans, programs, and policies, including small area plans, adopted by the Village of Marvin for maintaining a safe and efficient multi-modal transportation system.

**Final Proposed Text Amendment Revisions to the Marvin Development Ordinance for
Consideration 5-20-2025**

1. Amend 5.3 Amendment Process

Current:

5.3 Amendment Process

(B.) Neighborhood meeting. It is required that the applicant for a zoning map amendment (rezoning) meet with representatives and/or landowners of the neighborhood in which the property for which the proposed map amendment (rezoning) is located as authorized by G.S. 160D-602(e), with mailed notice to all property owners within 1,300 linear feet of the subject property at least ten (10) days before the meeting date. The applicant shall coordinate the time and date of the meeting to enable the *Planning, Zoning & Subdivision Administrator* to attend and address procedural questions that arise. The neighborhood meeting shall be conducted prior to the date of the legislative hearing at which comments on the application will be heard. This meeting may be held either before or after, but not on, the date of the meeting at which the Planning Board review and recommendation is scheduled.

Revisions Proposed:

5.3 Amendment Process

(B.) Neighborhood meeting. It is ~~required~~ **recommended** that the applicant for a zoning map amendment (rezoning) meet with representatives and/or landowners of the neighborhood, **in person or virtually**, in which the property for which the proposed map amendment (rezoning) is located as authorized by G.S. 160D-602(e), with mailed notice to all property owners within 1,300 linear feet of the subject property **and any full subdivisions within the range** at least ten (10) days before the meeting date. The applicant shall coordinate the time and date of the meeting to enable the *Planning, Zoning & Subdivision Administrator* to attend and address procedural questions that arise. The neighborhood meeting shall be conducted prior to the date of the legislative hearing at which comments on the application will be heard. This meeting may be held either before or after, but not on, the date of the meeting at which the Planning Board review and recommendation is scheduled.

(1). **The applicant is required upon completion of the neighborhood meeting, to provide the Village with a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. [Taken from Huntersville]**

Clean Copy:

5.3 Amendment Process

(B.) Neighborhood meeting. It is recommended that the applicant for a zoning map amendment (rezoning) meet with representatives and/or landowners of the neighborhood, in person or virtually, in which the property for which the proposed map amendment (rezoning) is located as authorized by G.S. 160D-602(e), with mailed notice to all property owners within 1,300

linear feet of the subject property and any full subdivisions within the range at least ten (10) days before the meeting date. The applicant shall coordinate the time and date of the meeting to enable the *Planning, Zoning & Subdivision Administrator* to attend and address procedural questions that arise. The neighborhood meeting shall be conducted prior to the date of the legislative hearing at which comments on the application will be heard. This meeting may be held either before or after, but not on, the date of the meeting at which the Planning Board review and recommendation is scheduled.

- (2). The applicant is required upon completion of the neighborhood meeting, to provide the Village with a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting.

2. Amend 5.4-3 General Requirements

Current:

5.4-3 General requirements.

The following provisions shall apply in the administration of conditional zoning:

(A) A conditional zoning application shall be considered only upon request of the owner of the affected property or a duly authorized representative of the property owner demonstrated by written, signed and notarized documentation.

(B) Applicant shall meet with representatives of the surrounding property owners and of the surrounding neighborhood(s) to discuss the proposed development, and include a report of any such meetings in accordance with Section 5.3-1(B) of this Article to the *Planning, Zoning & Subdivision Administrator*.

(C) All standards and requirements of the corresponding Primary General Use District shall be met, except to the extent that the conditions imposed by the conditional zoning are more restrictive than the general use standards.

(D) No uses shall be permitted except those enumerated in the ordinance adopting the conditional zoning.

Revisions Proposed:

5.4-3 General requirements.

The following provisions shall apply in the administration of conditional zoning:

- (A) A conditional zoning application shall be considered only upon request of the owner of the affected property or a duly authorized representative of the property owner demonstrated by written, signed and notarized documentation.

~~(B) Applicant shall meet with representatives of the surrounding property owners and of the surrounding neighborhood(s) to discuss the proposed development, and include a report of any such meetings in accordance with Section 5.3-1(B) of this Article to the Planning, Zoning & Subdivision Administrator.~~

(B.) Neighborhood meeting. It is required that the applicant for a zoning map amendment (rezoning) meet with representatives and/or landowners of the neighborhood, in person or virtually, in which the property for which the proposed map amendment (rezoning) is located as authorized by G.S. 160D-602(e), with mailed notice to all property owners within 1,300 linear feet of the subject property and any full subdivisions within the range at least ten (10) days before the meeting date. The applicant shall coordinate the time and date of the meeting to enable the *Planning, Zoning & Subdivision Administrator* to attend and address procedural questions that arise. The neighborhood meeting shall be conducted prior to the date of the legislative hearing at which comments on the application will be heard. This meeting may be held either before or after, but not on, the date of the meeting at which the Planning Board review and recommendation is scheduled.

(1). The applicant is required upon completion of the neighborhood meeting, to provide the Village with a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. [Taken from Huntersville]

(C) All standards and requirements of the corresponding Primary General Use District shall be met, except to the extent that the conditions imposed by the conditional zoning are more restrictive than the general use standards.

(D) No uses shall be permitted except those enumerated in the ordinance adopting the conditional zoning.

Clean Copy:

5.4-3 General requirements.

The following provisions shall apply in the administration of conditional zoning:

(A) A conditional zoning application shall be considered only upon request of the owner of the affected property or a duly authorized representative of the property owner demonstrated by written, signed and notarized documentation.

(B) Neighborhood meeting. It is required that the applicant for a zoning map amendment (rezoning) meet with representatives and/or landowners of the neighborhood, in person or virtually, in which the property for which the proposed map amendment (rezoning) is located as authorized by G.S. 160D-602(e), with mailed notice to all property owners within 1,300 linear feet of the subject property and any full subdivisions within the range at least ten (10) days before the meeting date. The applicant shall coordinate the time and date of the meeting to enable the *Planning, Zoning & Subdivision*

Administrator to attend and address procedural questions that arise. The neighborhood meeting shall be conducted prior to the date of the legislative hearing at which comments on the application will be heard. This meeting may be held either before or after, but not on, the date of the meeting at which the Planning Board review and recommendation is scheduled.

- (1). The applicant is required upon completion of the neighborhood meeting, to provide the Village with a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting.
- (C) All standards and requirements of the corresponding Primary General Use District shall be met, except to the extent that the conditions imposed by the conditional zoning are more restrictive than the general use standards.
- (D) No uses shall be permitted except those enumerated in the ordinance adopting the conditional zoning.



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: Thursday, May 29, 2025

MarvinNC.gov

Title: Consider Approving Cost Overruns for the Marvin Creek Sidewalk Repair Project in the Amount of \$4,253.00

Attachments: None **Action Requested:** Approve

Draft Motion: To approve cost overruns for the Marvin Creek Sidewalk Repair Project in the amount of \$4,253.00.

Budgetary Impact: Budgeted Item(s)

Background:

Council previously approved a sidewalk repair project in the Marvin Creek neighborhood, not to exceed a cost of \$8,000.00. The project included portions that were rated as “high priority” as based on sidewalk assessment criteria of ¾ inch vertical and/or horizontal in separation.

Current:

The overall project exceeded the \$8,000.00 threshold due to additional work being performed to meet ADA requirements as well as additional concrete panels reported by the homeowner’s association that were considered “high priority” locations as stated in the Marvin Sidewalk Repair Policy. All work has been inspected and approved for completion of the project. Staff is requesting that council approve the cost of overruns for this project.

Policy Number P-2024-04-01	Title Sidewalk Repair Policy	Subject Administration
Adopted April 9, 2024	Adopted by Village Council	Number of Pages 2



SIDEWALK REPAIR POLICY

Purpose:

To adopt an official policy pertaining to sidewalk repair standards and procedures along with requests from Village Residents. Staff may make repairs outside of this Policy if there are available budgeted funds.

Coverage:

This policy upon adoption by the Village Council shall be applicable to all sidewalk construction requests until such time that the policy statement is altered, modified, or rescinded by the Village Council. Only the sidewalk infrastructure within the Public Right-of-Way or a Public Easement (absent a maintenance agreement between the Village the HOA) are maintained by the Village of Marvin applies to this policy. Requested projects will be based on available funds. The Village of Marvin reserves the right to amend or alter the terms of this policy.

Policy:

The Village Council of the Village of Marvin hereby establishes the following policy to investigate repair requests to address pedestrian safety and meet the qualifying criteria listed below.

1. Said improvements to include the grading, reconstructing, extending, paving, or other altering, wherever necessary, and the construction or repair of broken, damaged, or hazardous sidewalks as deemed necessary based on the Qualifying Criteria section within this policy.
2. Assuming the request meets the Qualifying Criteria, the request will move forward to the Staff at the Village of Marvin for interpretation and analysis. Village Engineering and Public Works Staff will estimate construction and repair costs, and rate. Some requests may be divided into multiple phases when the construction costs become excessive, where pedestrian traffic is affected, and where a logical breaking point can be determined.
3. When sidewalk repairs and/or replacement are necessitated due to the impact of utility systems, the appropriate utility system owner will be notified that they are responsible for the repair and/or replacement of the sidewalk.
4. Sidewalks along private streets are the responsibility of the Homeowners Association or the street's residents.
5. Staff, at their discretion or by direction of Council, may also recommend sidewalk projects in an effort to ensure high priority locations in need of pedestrian facilities. Staff will focus requests on priority

Policy Number P-2024-04-01	Title Sidewalk Repair Policy	Subject Administration
Adopted April 9, 2024	Adopted by Village Council	Number of Pages 2

projects such as repairing broken, damaged, or hazardous sidewalk links along major residential roadways, connections to greenways, schools and activity centers and locations requiring maintenance and/or ADA (American Disability Act) compliance.

Qualifying Criteria:

All sidewalks in Public Right-of-Way will be maintained by the Village of Marvin and Public Works Department. Residents may request sidewalk inspection by either calling the Village of Marvin at 704-843-1680 or by submitting a Service Request Form. Once the request is documented, an inspection will be performed within ten (10) working days. Staff will determine if the sidewalk in question meets the criteria below and provide priority level.

Vertical surface displacement should be no more than ¼" maximum and that those between ¼" and ½" should be beveled with a slope of no more than 20%.

Rating	Sidewalk Assessment Criteria			Priority
	Raised or Sunken	Cracks or Openings	Vertical Separation	
3	Greater than 3"	Greater than 3/4"	Greater than 3/4"	High
2	Between 2" and 3"	Between 1/2" and 3/4"	Between 1/4" and 3/4"	Medium
1	Between 0" and 2"	Between 1/8" and 1/2"	Between 1/8" and 1/4"	Low

Village Engineering and Public Works Staff will assist in determining the most feasible limits of the project, will design the project, and bid and administer the construction or repairs of sidewalk.

As funds are allocated, sidewalk sections rated 2 or 3 will qualify for repair, while sections ranked a 1 will be monitored.

All work completed shall be installed in accordance with the Village of Marvin Technical Standards Specifications Manual, ADA compliance, and State and Federal Regulation.



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: Thursday, May 29, 2025

MarvinNC.gov

Title:	Consider Approval of Contract with Russell Standard to Perform Fog Sealing of Roads in Innisbrook at Firethorne, Woodcliff Court, and Various Roads in the Marvin Creek Subdivision		
Attachments:	Contract, RFP, Bid Documents	Action Requested:	Approve
Draft Motion:	To approve the contract with Russell Standard to perform fog sealing of roads in Innisbrook at Firethorne, Woodcliff Ct, and various roads in the Marvin Creek Subdivision.		
Budgetary Impact:	Budgeted Item(s)		

Background:

Council previously approved the bid provided by Russell Standard to perform fog sealing on the roads listed above.

Current:

Staff has provided the contract document, RFP, and bidding document for council's review. Staff is requesting that council approve the contract language. Upon approval Manager will execute contract with Russell Standard.



Village of Marvin

CONTRACT FOR SERVICES
STANDARD FORM

Date: May 15, 2025

10006 Marvin School Road
Marvin, NC 28173
Phone (704) 843-1680 * Fax (704) 843-1660
manager@marvinncc.org

*RFI
(Attached Bid)*

CONTRACTOR INFORMATION Russell Standard Corporation
171 Seventh Ave
Valencia, PA 16059

LOCATION OF WORK/SERVICES TO BE PERFORMED (if not Village Hall) Streets within the municipal limits

This Contract for Services, and all attachments, (collectively this "Contract") is made and effective this ___ day of May 2025 by and between the Village of Marvin, a municipal corporation of the State of North Carolina, (the "Village") and Russell Standard Corporation, a Pennsylvania corporation located at 171 Seventh Ave, Valencia, PA 26059 (the "Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Village the following services:

Fog Seal application on the streets total length of approximately 2.84 miles as set forth and described in the Village's Fog Seal Request for Proposal and Contractor's Contract Proposal in response thereto (collectively, the "Project Proposal").

The work required in this contract shall be completed not later than September 1, 2025 ("Deadline"). The Village and Contractor agree that the Village will incur damages if the project described above is not satisfactorily completed within the specified time and that such damages are difficult to ascertain due to their indefiniteness and uncertainty. Liquidated damages for this Contract are therefor set at \$500.00 for each day after the Deadline that the project is not satisfactorily completed, unless such Deadline is extended in accordance with this Contract

2. Specifications / Contract Documents. In addition to the attached Standard Terms and Conditions, this Contract incorporates by reference the Project Proposal, including but not limited to the Standard Provisions and the Special Provisions contained therein, all of which will govern the services to be provided by the Contractor. **The Project Proposal contains extensive terms and conditions all of which form a part of this Contract as if set forth**

verbatim. In the event of any conflict between any terms and conditions of the Contract, including the Standard Terms and the Project Proposal, the terms and conditions most favorable to the Village shall control.

3. Pricing; Payment for Services. In consideration of the above services, the Village will pay the Contractor the sum **not to exceed \$124,767.10** for **actual services performed** based upon Services performed per the unit pricing set forth on the Proposal ("Fees"). The Fees includes all of Contractor's fees, costs and expenses in performing the Services, including, without limitation, fees, overhead, manpower, equipment, supplies, and delivery costs and travel. The Fees will be invoiced no more than once a month by Contractor for Services performed as of the date of the invoice. The invoice shall describe the Services provided and costs in sufficient detail to allow the Village to confirm Services provided and costs. The Village agrees to pay the Fees within 30 days of receipt of each invoice, subject to the terms of this Agreement. Notwithstanding the foregoing, Village shall not be responsible for any portions of the services that are not performed or are improperly performed. Village shall not be responsible for any additional services or charges without the prior written approval of such services and price by the Village.

4. Insurance Requirements. The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Village and authorized to do business in the State of North Carolina:

Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

Contractor shall also provide any other insurance or bonding specifically required by applicable law.

Certificates of such insurance shall be furnished by Contractor to the Village Administrator and shall contain the provision that the Village of Marvin shall be included on the policies as named additional insured and be given 30 days' written notice of any intent to amend or terminate such policies by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at the Village of Marvin, North Carolina.

Contractor

Name: Russell Standard Corporation
Name of Contractor (type or print)

By: _____
(Signature)

Title: _____

Attest: _____
(Secretary, if a corporation)

Village of Marvin

Village Manager



Attest:

Village Clerk

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


Finance Officer

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Village that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Village with respect to the purchase by the Village of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Village shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to the Village shall be deemed accepted by or binding on the Village. The Village hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Village's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Village are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Village and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Village.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Village. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Village. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Village the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Village unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Village.
8. **Indemnification.** Contractor shall indemnify and hold harmless the Village, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, code, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless the Village, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of the Village in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless the Village, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Services, all invoices and statements shall reference the Contract number and be submitted to: Village of Marvin, Accounts Payable, 10004 New Town Road, Marvin, North Carolina, 28173. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
10. **Anti-Discrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** Whenever any work or services are provided, either in or on Village owned property, the following shall apply: The Village shall specify the insurance coverage required including, but not limited to, minimum acceptable coverage and limits, as well as a minimum acceptable insurance rating for an insurance provider. The Contractor shall provide the Village with a North Carolina Certificate of Insurance PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** The provisions contained in Article 8 of Chapter 143 of the North Carolina General Statutes shall be applicable to all contracts entered into by the Village of Marvin for purchase of Services totaling over \$30,000. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Village Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Union County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The Village may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment.** The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Village.
16. **General Provisions.** The Village's remedies as set forth herein are not exclusive. Any delay or omission by the Village in exercising any right hereunder, or any waiver by the Village of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Village of Marvin in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work (for example, sidewalks) completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Village of Marvin. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Village of the Services and shall run to the Village and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition

to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Village shall be entitled to consequential and incidental damages.

18. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Village. The work shall not be considered complete nor applicable payments rendered until the Village is satisfied with the Services provided.
19. **Default.** The Village may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Village in law or equity, the Village may procure upon such terms as the Village shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Village for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
20. **Termination for Convenience.** The Village shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from the Village to Contractor. If the Contract is terminated by the Village in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Village will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without Buyer's prior, express written consent.—
22. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
23. **Valid Contract for Services.** In order for a Contract for Services of the Village to be valid, it must be approved in accordance with the Village of Marvin Purchasing Policy and Designation of Authority for Contract Signing ("Policy") and executed by the Village Administrator or other designee authorized by the Village Council in accordance with such Policy.
24. **Buyer.** All references to Buyer or Village, throughout these terms and conditions, shall refer to the Village of Marvin, North Carolina.
25. **Contractor.** All references to Seller or Contractor throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract for Services.



CONTRACT PROPOSAL

FOG SEAL

ROUTE: Streets Within the Village of Marvin, Maintained by The Village of Marvin

LOCATION: Marvin, North Carolina

DESCRIPTION: Fog Seal Application —Total Length 2.84 miles

QUESTIONS DUE BY: DECEMBER 31, 2024, by 5:00 PM EST

BID DUE BY: JANUARY 8, 2025 @ 12:00 PM EST

DATE OF AVAILABILITY: APRIL 15, 2025

COMPLETION DATE: SEPTEMBER 1, 2025

Russell Standard

NAME OF BIDDER

99682

N.C. CONTRACTOR'S LICENSE NUMBER

171 Seventh Ave, Valencia PA 16059

ADDRESS OF BIDDER

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

**Return Bids to:
Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173**

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by THE VILLAGE OF MARVIN (Hereafter referred to as VOM) with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE VILLAGE MANAGER'S OFFICE AT 10006 MARVIN SCHOOL ROAD, MARVIN, NC 28173**
13. The sealed bid must display the following statement on the front of the sealed envelope:

"QUOTATION FOR FOG SEAL IN THE VILLAGE OF MARVIN" TO BE OPENED AT 12:00 P.M. ON JANUARY 8, 2025"

14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2024 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. The Village of Marvin reserves the right to reject all bids.

VILLAGE CONTRACT

Standard Provisions

GENERAL

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, The Village of Marvin's Standards and Specification Manual, the 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Village of Marvin (VOM) Engineer, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the Standard Specifications. The successful bidder must perform no less than 40% of the total dollar value of the original contract with his own organization in accordance with Article 108-6. Any other subcontractor doing work on this project must also be on the approved SBE Directory maintained by the Contractor Services Unit as of the date of performance, unless otherwise authorized by the Engineer.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds. If the VOM fails to maintain adequate funds, the VOM reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of

termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

BANKRUPTCY

The VOM, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

BASIS OF PAYMENT

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Engineer.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All requests for payment shall be made on the form furnished to the Contractor by the VOM. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

Note: The advertised bid quantities are considered to be approximate **only** and are given as the basis for comparison of bids. The VOM may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. The Contractor will be paid for only the quantities used and accepted as satisfactory by the Engineer.

PAYMENT

Payment will be made at the various contract unit prices. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a percentage of completed work on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be addressed to:

The Village of Marvin
10006 Marvin School Road
Marvin, NC 28173

NOTE: Invoices are to be sent to AMT Engineering for approval before sending to the Village of Marvin. Contact information for AMT Representative will be provided after contract is awarded.

DEFAULT OF CONTRACT

The VOM shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

ENGINEERING CONTROL

Engineering control and inspection will be by AMT Engineering or any other engineer the Village of Marvin designates. The Contractor will cut test samples as directed by the Engineer. Field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the NCDOT's "Materials and Test Manual" and the Village of Marvin's Standards and Specifications Manual. However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this by the Standard Specifications. Material which is not properly certified will not be accepted.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. VOM Work Order Number
2. Date
3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Engineer reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Traffic Control is total responsibility of Contractor and is coordinated with Village Engineer. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24-hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

INCIDENTALS

Any damage related to the removal and/or replacement of asphalt will be at the expense of the contractor. This can include damage to asphalt or adjacent concrete. Damage to vegetation will

have to be corrected and reseeded or follow the “Lawn Type Appearance” specification in this contract if damage occurs adjacent to a lawn. Screenings should be used as needed to prevent any overspray or for vehicles to gain access into their driveways to prevent damage to the vehicles or any other private property.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any employee of The VOM or its engineers. This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the 2024 *Standard Specifications* as follows:

Page 1-20, Sub article 102-15(O), delete and replace with the following:

- (O) Failure to restrict a former Village employee as prohibited by Article 108-5.

Page 1-69 Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Village of Marvin its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Village of Marvin from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Village of Marvin for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Village of Marvin, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Village of Marvin, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

VILLAGE CONTRACT

Special Provisions

SCOPE OF WORK

The Contractor shall furnish all labor and materials for Fog Seal item work (as needed) within the VOM in accordance with the 2024 Standard Specifications and/or Special Provisions herein.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is **April 15, 2025**.

The date of completion for this contract is **September 1, 2025**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME

(2-20-07)

RG 14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **any roadway** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday– Friday

6:00 a.m. to 9:00 a.m.

4:00 p.m. to 6:00 p.m.

In addition, the Contractor shall not close or narrow a lane of traffic on **any roadway**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **6:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **6:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **6:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **6:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **6:00 p.m.** Monday.
8. For **Veteran's Day**, between the hours of **6:00 p.m.** Thursday through **6:00 p.m.** Monday.
9. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **6:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

REMOVAL AND DISPOSAL OF DEBRIS

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

THIS CONTRACT SHALL BE SUBJECT TO IMMEDIATE TERMINATION IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING OR IMPROPER DISPOSAL OF DEBRIS.

STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.

FOG SEAL

(1-29-16)

SPI 6-19

Description

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

Materials

Use a base material from a CRS-1H, CSS-1H, CQS-1H, or an approved emulsion in accordance with the requirements of Article 1020-3 of the *2024 Standard Specifications*. Emulsion will be diluted with water at a **2:1 ratio** unless otherwise directed by the Engineer.

NOTE: GSB-88 Fog Seal is the required Fog Seal Material at a 2:1 ratio. Supplier contact for GSB-88 Fog Seal at Asphalt Systems Inc. is Charlie Miller (Charlie@asphaltsystemsinc.com) (706.581.8066). The technical sheet for GSB-88 is attached at the bottom of this document. At the onset of construction, the supplier's representative may be requested to be available on site to assist in determining application rate for the emulsion.

For emulsions containing modifiers other than those allowed in Article 1020-3, submit to the Engineer for approval. These emulsions with modifiers shall meet the requirements of Article 1020-3 and manufacturer specifications.

Provide a distributor for heating and uniformly applying the emulsion in accordance with the requirements of Article 600-5 of the *2024 Standard Specifications*. Provide a hand spray hose and nozzle to cover areas inaccessible to the spray bars.

Construction Methods

The pavement surface must be clean and dry before applying the fog seal. Apply the mixture when the air temperature is 60°F and above. Do not apply asphalt material when the weather is foggy or rainy. The application temperature will be between 160°F and 170°F or per manufacturer’s recommendations. Care is to be taken not to overlap the existing thermoplastic edgeline while spraying. The typical target application rate for diluted emulsions shall be 0.12 gal/sy +/- 0.03 gal/sy. The Engineer may request a test strip prior to construction to determine the application rate. Use a barrier alongside the spray bar to prevent overspray on curb and gutter, driveways and other concrete devices.

Measurement and Payment

Asphalt Surface Treatment, Fog Seal will be measured and paid at the contract unit price per square yard. Payment at the above price will be made for replacing any satisfactorily completed asphalt surface treatment when such replacement has been made necessary by defects in subgrade or base constructed by others.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Surface Treatment, Fog Seal	Square Yard

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21(Rev. 8-16-22)
R03

1101

SP11

Revise the *2024 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1	
MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with Article 1101-8 or as directed by the Engineer before use.

WORK ZONE INSTALLER:

(7-20-21)(Rev. 8-16-22)
R04

1101, 1150

SP11

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency or other NCDOT approved training provider in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2024 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow-moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2024 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer. If applicable, maintain existing pedestrian facilities in accordance with *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2024 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, curb ramp work, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2024 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2024 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2024 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2024 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

PAVING OPERATIONS:

1) Paving Lift Requirements and Time Limitations:

For paving lifts of 2.0 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each workday unless the Contractor utilizes the notched wedge paving methods as described below.

Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the workday, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.
3. In the next day’s paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

2) Asphalt Surface Treatments (AST)

For AST Operations, there is no drop-off condition to be signed. Stationary “LOOSE GRAVEL” and “UNMARKED PAVEMENT” signs shall replace “LOW/SOFT SHOULDER” signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the temporary traffic control (Lump Sum) item.

3) Fine Milling/Microsurfacing (Depths less than 1")

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable "UNMARKED PAVEMENT" signs. These signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) item.

4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Village. This work is not considered part of shoulder reconstruction.

PROJECT REQUIREMENTS:

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. If applicable, the Contractor shall also submit a description of how pedestrian access will be maintained during any curb ramp work. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for pedestrian maintenance requirements.
2. The temporary use of portable concrete barrier and the need for any long-term temporary traffic patterns are not anticipated and are not covered by this provision. If the Engineer determines there is a need, then coordinate with the Work Zone Traffic Control Section at 919-814-5000.
3. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
4. If Lane Closure Restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".

5. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
6. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the Village.
7. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

WORK ZONE SIGNING:

Description

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2024 Standard Specifications*.

(A) Installation

No stationary work zone signs are required for this project. Install portable work zone signs in accordance with the details provided in these plans and Section 1101.11, sheet 4 of the 2024 Roadway Standard Drawings.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

(B) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2024 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

MEASUREMENT AND PAYMENT:

Traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow panels, and pilot vehicles will be paid at the contract lump sum price for Traffic Control. The Traffic Control pay item also includes work zone advance or general warning signs. Partial payments for Traffic Control will be made as follows: The cumulative total of the lump sum price for traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow panels and message boards beyond those shown in the contract, detail drawings or Roadway Standard Drawings required by the Engineer will be paid as extra work in accordance with Article 104-7 of the Standard Specifications.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limit to, furnishing, locating, installing, covering, uncovering and removing stationary signs will also be included in the lump sum price for Traffic Control.

The Lump Sum price for Traffic Control will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for Traffic Control will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers. Payment will be made per hour at a rate of \$35.00 per hour for each flagger over the included amount (four or five) that is approved by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum

EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

(11-16-10)(Rev. 1-21-20)
R03R

105-16, 225-2, Division 16

SP16

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 7 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch

line or swale, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

LAWNTYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Engineer. Sod may be required at the discretion of the Engineer.

CONSTRUCTION MATERIALS MANAGEMENT:

(3-19-19) (rev. 04-24-19)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to

protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS4_1_2017.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.)

Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A*

Residuals Statewide (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stockpiles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the Construction Materials Management provision are incidental to the project for which no direct compensation will be made.

STANDARD SPECIAL PROVISIONS

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the VOM for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

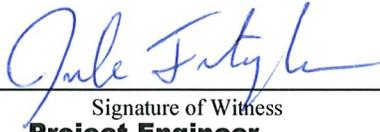
SIGNATURE OF CONTRACTOR

Russell Standard

Full Name of Firm

285 Kappa Drive, Suite 300, Pittsburgh PA 15238

Address as Prequalified



Signature of Witness
Project Engineer

Jake Fortwangler

Print or type Signer's name



Signature of Member/Manager/Authorized Agent
Select appropriate title
Vice President, Pavement Preservation

Mike Rowe

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

2 day of January 2025

Stacy L. Nguyen
Signature of Notary Public

of Butler County

State of Pennsylvania

My Commission Expires: 11-30-2027

Commonwealth of Pennsylvania - Notary Seal
Stacy L. Nguyen, Notary Public
Butler County
My commission expires November 30, 2027
Commission number 1441226
Member, Pennsylvania Association of Notaries

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Russell Standard

Individual name

Trading and doing business as

Russell Standard

Full name of Firm

EXECUTION OF BID

285 Kappa Drive, Suite 300, Pittsburgh PA 15238

Address as Prequalified


Signature of Witness
Admin. Asst.


Signature of Contractor, Individually
Vice President, Pavement Preservation

Stacy Nguyen

Print or type Signer's name

Mike Rowe

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

2 day of January 2025

Stacy L. Nguyen
Signature of Notary Public

of **Butler** County

State of **Pennsylvania**

My Commission Expires: **11-30-2027**

Commonwealth of Pennsylvania - Notary Seal
Stacy L. Nguyen, Notary Public
Butler County
My commission expires November 30, 2027
Commission number 1441226
Member, Pennsylvania Association of Notaries

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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SIGNATURE OF CONTRACTOR

Name of Contractor

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

MBE Form 1
ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin
“GOOD FAITH EFFORT”

COUNTY OF _____

AFFIDAVIT OF _____
(Name of Bidder)

I have a good faith effort to comply under the following areas checked:

(A minimum of 5 areas must be checked Yes in order to have achieved a “good faith effort”)

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- _____ (5) Attending any probed meetings scheduled by the public owner.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.

MBE Form 2

_____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

_____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My commission expires _____

MBE Form 2

ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin

**Intent to Perform Contract
With Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina

County of _____

Subscribed and sworn to before me

this ____ day of _____, 20 ____.

Notary Public _____

My commission expires. _____

MBE Form 3

Village of Marvin

**-Portion of the Work to be
Performed by Minority Firms**

******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)******

If the portion of the work is to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

MBE Form 4

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires _____

MBE Form 4

Village of Marvin

-Good Faith Efforts

If the contract for goal participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Minority firms contacted by Bidder
(Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source listed provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

MBE Form 5

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My commission expires _____

MBE Form 5

Village of Marvin

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

MBE Form 6
DISPUTE RESOLUTION REQUIREMENTS

**DISPUTE RESOLUTION REQUIREMENTS (“Requirements”)
FOR CERTAIN VILLAGE OF MARVIN CONTRACTS**

In accordance with N.C.G.S. § 143-128 (f1), these Requirements establish the dispute resolution process for all Village building construction projects that cost over \$300,000, exclusive of land acquisition and design costs (“Eligible Projects”).

This dispute resolution process will be available to all parties involved in the Village’s Eligible Projects, including the Village, the architect, the Project Architect, the contractors, and the first-tier and lower-tier subcontractors. Therefore, it is the Village’s policy that the following clauses are hereby made part of all contracts executed by the Village on Eligible Projects.

1. It is understood and agreed that NCGS 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the owner. In compliance with this statutory provision, the Village specifies this Article as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Village is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and GS 143-128(g-h).
2. Any dispute arising between or among the Parties listed in Section 4 of this Article that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to mediation mutually agreed upon by both parties. The mediation provided in this Article shall be used pursuant to this Agreement and GS 143-128(g-h) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.
3. For purposes of this Article the following definitions shall apply:
Construct or construction refers to and includes the erection, construction, alteration or repair of the Eligible Project; and
Party or Parties refers to the parties listed in Section 4 of this Article.
4. The Village and any Party contracting with the Village or with any first-tier or lower-tier subcontractor for the construction of the Eligible Project agree to participate in good faith in any mediation of a dispute subject to this Article and GS 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), Project Architect, Project Architect at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).
5. In order to facilitate compliance with GS 143-128(g-h), all Parties shall include this Article in every agreement to which it (any of them) is a Party for the Eligible Project without variation or exception. Failure to do so will constitute a breach of contract, and the Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs

of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.

6. a. The following disputes are not subject to mediation:
 - i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.
- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and GS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
7. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
8. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
9. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
10. If a Party breaches any provision of Section 9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
11. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties.
12. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.
13. The provisions of this Article are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

14. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

**MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS AND DISABLED
ENTERPRISE**

It is the intent of the Village of Marvin to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Village of Marvin's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above, please check the appropriate space:

MINORITY BUSINESS () WOMEN'S BUSINESS () DISABLED BUSINESS ()

The contractor agrees and understands by signature below that this agreement does not constitute exclusive contract, and that the Village of Marvin may enter into other contracts as it deems necessary to fulfill the need for fully operated equipment.

Indicate the number of employees performing services within your company not including yourself:

This proposal and the Village of Marvin purchase order indicating its acceptance shall constitute the rental agreement as executed below:

COMPANY NAME: _____
(Type or Print)

TITLE OF PERSON SIGNING: _____

NAME OF PERSON SIGNING: _____
(Type or Print)

SIGNATURE: _____
(Authorized Company Representative)

EMAIL ADDRESS: _____

ADDRESS OF COMPANY:

(Street)

(City) (State) (Zip Code)

Telephone Number Federal Tax I.D. Number Social Security Number

WITNESSED BY: _____ DATE: _____

**VILLAGE OF MARVIN BID FORM
2025 FOG SEAL CONTRACT**

LINE NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	800	MOBILIZATION	1	LUMP SUM	\$15,000.00	\$15,000.00
2	SP	ASPHALT SURFACE TREATMENT, FOG SEAL	45330	SY	\$1.870	\$84,767.10
3	SP	TRAFFIC CONTROL	1	LUMP SUM	\$25,000.00	\$25,000.00

TOTAL BID FOR THE PROJECT: \$124,767.10

CONTRACTOR **Russell Standard** Federal ID No. **25-0947393**

ADDRESS **171 Seventh Ave, Valencia PA 16059** Contr. License No. **99682**

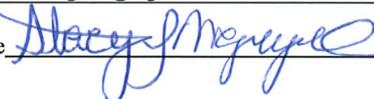
Telephone No. **724-625-1505**

Vendor Number _____

Authorized Agent **Mike Rowe** Title **Vice President, Pavement Preservation**

Signature  Date **1/21/2025**

Witness **Stacy Nguyen** Title **Admin Asst**

Signature  Date **1-2-2025**



Village of Marvin Fog Seal 2025

ROAD_NAME	ROAD_TYPE	Begin_Desc	End_Desc	SR	Width ft	C&G	LENGTH (Miles)	Sq Yd	Owner	PCS Score
CATTLE RIDGE	RD	3489 Smokey Hollow Dr	3176 Wandering Way	3181	24	yes	0.2497	3516.21	State	84.2
RUNNING HORSE	LN	3177 Groves Edge Ln	cul-de-sac	3192	32	yes	0.3164	5939.21	State	80.9
WHITE TAIL	TER	DE Cross Wheat Field Dr	cul-de-sac	3183	18	yes	0.2233	2358.56	State	80.9
GROVES EDGE	LN	Pvt change	1313 Joe Kerr	3177	32	yes	0.3173	5956.70	State	80.9
WHEAT FIELD	DR	1313 Joe Kerr	3192 Running Horse Ln	3486	32	yes	0.2299	4316.58	State	80.9
TORRENCE	CT	3846 Wingfoot Dr	cul-de-sac	3849	20	yes	0.0454	532.84	State	80.9
ORCHARD HILL	CT	3489 Smokey Hollow Dr	cul-de-sac	3490	18	yes	0.1679	1773.10	State	80.9
LARK HALL	CT	3846 Wingfoot Dr	cul-de-sac	3847	20	yes	0.0504	591.18	State	77.6
WINGFOOT	DR	1312 Marvin Rd	cul-de-sac	3846	24	yes	0.4685	6596.57	State	77.6
CAPINGTON	LN	3846 Wingfoot Dr	3846 Wingfoot Dr		24	yes	0.1389	1955.44	State	77.6
RUNNING HORSE	LN	3815 Autumn Blossom Ln	3177 Groves Edge Ln	3816	24	yes	0.2598	3658.07	State	88.4
WILD BERRY	CT	3192 Running Horse	cul-de-sac	3193	18	yes	0.1696	1790.70	State	88.4
HICKORY BARK	CT	3815 Autumn Blossom Ln	cul-de-sac	3817	22	yes	0.0366	472.01	State	84.2
WOODCLIFF	CT	1312 Marvin Rd	cul-de-sac		18	yes	0.1659	1751.66	State	88.4

TOTAL:	2.84	41209
Account for Cul-de-Sacs and Variable Widths		45330



CONTRACT PROPOSAL

FOG SEAL

ROUTE: Streets Within the Village of Marvin, Maintained by The Village of Marvin

LOCATION: Marvin, North Carolina

DESCRIPTION: Fog Seal Application —Total Length 2.84 miles

QUESTIONS DUE BY: DECEMBER 31, 2024, by 5:00 PM EST

BID DUE BY: JANUARY 8, 2025 @ 12:00 PM EST

DATE OF AVAILABILITY: APRIL 15, 2025

COMPLETION DATE: SEPTEMBER 1, 2025

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

Return Bids to:
Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1. The bid sheet furnished by THE VILLAGE OF MARVIN (Hereafter referred to as VOM) with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.**
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.**
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.**
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.**
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.**
- 7. The bid shall be properly executed. All bids shall show the following information:**
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.**
 - b. Name of individual or representative submitting bid and position or title.**
 - c. Name, signature, and position or title of witness.**
 - d. Federal Identification Number**
 - e. Contractor's License Number**
- 8. Bids submitted by corporations shall bear the seal of the corporation.**
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.**
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.**
- 11. A bid bond or deposit is not required when submitting a bid for this project.**
- 12. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE VILLAGE MANAGER'S OFFICE AT 10006 MARVIN SCHOOL ROAD, MARVIN, NC 28173**
- 13. The sealed bid must display the following statement on the front of the sealed envelope:**

"QUOTATION FOR FOG SEAL IN THE VILLAGE OF MARVIN" TO BE OPENED AT 12:00 P.M. ON JANUARY 8, 2025"

- 14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:**

**Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2024 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. The Village of Marvin reserves the right to reject all bids.

VILLAGE CONTRACT

Standard Provisions

GENERAL

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, The Village of Marvin's Standards and Specification Manual, the 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Village of Marvin (VOM) Engineer, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the Standard Specifications. The successful bidder must perform no less than 40% of the total dollar value of the original contract with his own organization in accordance with Article 108-6. Any other subcontractor doing work on this project must also be on the approved SBE Directory maintained by the Contractor Services Unit as of the date of performance, unless otherwise authorized by the Engineer.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds. If the VOM fails to maintain adequate funds, the VOM reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of

termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

BANKRUPTCY

The VOM, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

BASIS OF PAYMENT

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Engineer.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All requests for payment shall be made on the form furnished to the Contractor by the VOM. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

Note: The advertised bid quantities are considered to be approximate **only** and are given as the basis for comparison of bids. The VOM may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. The Contractor will be paid for only the quantities used and accepted as satisfactory by the Engineer.

PAYMENT

Payment will be made at the various contract unit prices. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a percentage of completed work on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be addressed to:

The Village of Marvin
10006 Marvin School Road
Marvin, NC 28173

NOTE: Invoices are to be sent to AMT Engineering for approval before sending to the Village of Marvin. Contact information for AMT Representative will be provided after contract is awarded.

DEFAULT OF CONTRACT

The VOM shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

ENGINEERING CONTROL

Engineering control and inspection will be by AMT Engineering or any other engineer the Village of Marvin designates. The Contractor will cut test samples as directed by the Engineer. Field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the NCDOT's "Materials and Test Manual" and the Village of Marvin's Standards and Specifications Manual. However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this by the Standard Specifications. Material which is not properly certified will not be accepted.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. VOM Work Order Number
2. Date
3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Engineer reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Traffic Control is total responsibility of Contractor and is coordinated with Village Engineer. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24-hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

INCIDENTALS

Any damage related to the removal and/or replacement of asphalt will be at the expense of the contractor. This can include damage to asphalt or adjacent concrete. Damage to vegetation will

have to be corrected and reseeded or follow the “Lawn Type Appearance” specification in this contract if damage occurs adjacent to a lawn. Screenings should be used as needed to prevent any overspray or for vehicles to gain access into their driveways to prevent damage to the vehicles or any other private property.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any employee of The VOM or its engineers. This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the 2024 *Standard Specifications* as follows:

Page 1-20, Sub article 102-15(O), delete and replace with the following:

- (O) Failure to restrict a former Village employee as prohibited by Article 108-5.

Page 1-69 Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Village of Marvin its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Village of Marvin from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Village of Marvin for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Village of Marvin, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Village of Marvin, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

VILLAGE CONTRACT

Special Provisions

SCOPE OF WORK

The Contractor shall furnish all labor and materials for Fog Seal item work (as needed) within the VOM in accordance with the 2024 Standard Specifications and/or Special Provisions herein.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is **April 15, 2025**.

The date of completion for this contract is **September 1, 2025**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME

(2-20-07)

RG 14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **any roadway** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday– Friday
6:00 a.m. to 9:00 a.m.
4:00 p.m. to 6:00 p.m.

In addition, the Contractor shall not close or narrow a lane of traffic on **any roadway**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **6:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **6:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **6:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **6:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **6:00 p.m.** Monday.
8. For **Veteran's Day**, between the hours of **6:00 p.m.** Thursday through **6:00 p.m.** Monday.
9. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **6:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

REMOVAL AND DISPOSAL OF DEBRIS

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

THIS CONTRACT SHALL BE SUBJECT TO IMMEDIATE TERMINATION IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING OR IMPROPER DISPOSAL OF DEBRIS.

STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.

FOG SEAL

(1-29-16)

SPI 6-19

Description

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

Materials

Use a base material from a CRS-1H, CSS-1H, CQS-1H, or an approved emulsion in accordance with the requirements of Article 1020-3 of the *2024 Standard Specifications*. Emulsion will be diluted with water at a **2:1 ratio** unless otherwise directed by the Engineer.

NOTE: GSB-88 Fog Seal is the required Fog Seal Material at a 2:1 ratio. Supplier contact for GSB-88 Fog Seal at Asphalt Systems Inc. is Charlie Miller (Charlie@asphaltsystemsinc.com) (706.581.8066). The technical sheet for GSB-88 is attached at the bottom of this document. At the onset of construction, the supplier's representative may be requested to be available on site to assist in determining application rate for the emulsion.

For emulsions containing modifiers other than those allowed in Article 1020-3, submit to the Engineer for approval. These emulsions with modifiers shall meet the requirements of Article 1020-3 and manufacturer specifications.

Provide a distributor for heating and uniformly applying the emulsion in accordance with the requirements of Article 600-5 of the *2024 Standard Specifications*. Provide a hand spray hose and nozzle to cover areas inaccessible to the spray bars.

Construction Methods

The pavement surface must be clean and dry before applying the fog seal. Apply the mixture when the air temperature is 60°F and above. Do not apply asphalt material when the weather is foggy or rainy. The application temperature will be between 160°F and 170°F or per manufacturer’s recommendations. Care is to be taken not to overlap the existing thermoplastic edgeline while spraying. The typical target application rate for diluted emulsions shall be 0.12 gal/sy +/- 0.03 gal/sy. The Engineer may request a test strip prior to construction to determine the application rate. Use a barrier alongside the spray bar to prevent overspray on curb and gutter, driveways and other concrete devices.

Measurement and Payment

Asphalt Surface Treatment, Fog Seal will be measured and paid at the contract unit price per square yard. Payment at the above price will be made for replacing any satisfactorily completed asphalt surface treatment when such replacement has been made necessary by defects in subgrade or base constructed by others.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Surface Treatment, Fog Seal	Square Yard

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21(Rev. 8-16-22)
R03

1101

SP11

Revise the *2024 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1	
MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with Article 1101-8 or as directed by the Engineer before use.

WORKZONEINSTALLER:

(7-20-21)(Rev. 8-16-22)
R04

1101, 1150

SP11

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency or other NCDOT approved training provider in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2024 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow-moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2024 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer. If applicable, maintain existing pedestrian facilities in accordance with *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2024 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, curb ramp work, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2024 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2024 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2024 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2024 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

PAVING OPERATIONS:

1) Paving Lift Requirements and Time Limitations:

For paving lifts of 2.0 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each workday unless the Contractor utilizes the notched wedge paving methods as described below.

Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the workday, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.
3. In the next day’s paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

2) Asphalt Surface Treatments (AST)

For AST Operations, there is no drop-off condition to be signed. Stationary “LOOSE GRAVEL” and “UNMARKED PAVEMENT” signs shall replace “LOW/SOFT SHOULDER” signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the temporary traffic control (Lump Sum) item.

3) Fine Milling/Microsurfacing (Depths less than 1")

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable "UNMARKED PAVEMENT" signs. These signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) item.

4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Village. This work is not considered part of shoulder reconstruction.

PROJECT REQUIREMENTS:

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. If applicable, the Contractor shall also submit a description of how pedestrian access will be maintained during any curb ramp work. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for pedestrian maintenance requirements.
2. The temporary use of portable concrete barrier and the need for any long-term temporary traffic patterns are not anticipated and are not covered by this provision. If the Engineer determines there is a need, then coordinate with the Work Zone Traffic Control Section at 919-814-5000.
3. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
4. If Lane Closure Restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".

5. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
6. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the Village.
7. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to “Rough Road” (W8-8), “Uneven Lanes” (W8-11), and “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

WORK ZONE SIGNING:

Description

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2024 Standard Specifications*.

(A) Installation

No stationary work zone signs are required for this project. Install portable work zone signs in accordance with the details provided in these plans and Section 1101.11, sheet 4 of the 2024 Roadway Standard Drawings.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

(B) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2024 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

MEASUREMENT AND PAYMENT:

Traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow panels, and pilot vehicles will be paid at the contract lump sum price for Traffic Control. The Traffic Control pay item also includes work zone advance or general warning signs. Partial payments for Traffic Control will be made as follows: The cumulative total of the lump sum price for traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow panels and message boards beyond those shown in the contract, detail drawings or Roadway Standard Drawings required by the Engineer will be paid as extra work in accordance with Article 104-7 of the Standard Specifications.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limit to, furnishing, locating, installing, covering, uncovering and removing stationary signs will also be included in the lump sum price for Traffic Control.

The Lump Sum price for Traffic Control will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for Traffic Control will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers. Payment will be made per hour at a rate of \$35.00 per hour for each flagger over the included amount (four or five) that is approved by the Engineer.

Payment will be made under:

Pay Item

Pay Unit

Traffic Control

Lump Sum

EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

(11-16-10) (Rev. 1-21-20)
R03R

105-16, 225-2, Division 16

SP16

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 7 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch

line or swale, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Engineer. Sod may be required at the discretion of the Engineer.

CONSTRUCTION MATERIALS MANAGEMENT:

(3-19-19) (rev. 04-24-19)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS4_1_2017.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.)

Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A*

Residuals Statewide (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stockpiles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the Construction Materials Management provision are incidental to the project for which no direct compensation will be made.

STANDARD SPECIAL PROVISIONS

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the VOM for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

EXECUTION OF BID

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

MBE Form 1

ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin
“GOOD FAITH EFFORT”

COUNTY OF _____

AFFIDAVIT OF _____
(Name of Bidder)

I have a good faith effort to comply under the following areas checked:

(A minimum of 5 areas must be checked Yes in order to have achieved a “good faith effort”)

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- _____ (5) Attending any probed meetings scheduled by the public owner.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.

MBE Form 2

_____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

_____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires _____

MBE Form 2

ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin

**Intent to Perform Contract
With Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina

County of _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public _____

My commission expires. _____

MBE Form 3

Village of Marvin

-Portion of the Work to be Performed by Minority Firms

******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)******

If the portion of the work is to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

MBE Form 4

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires _____

MBE Form 4

Village of Marvin

-Good Faith Efforts

If the contract for goal participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Minority firms contacted by Bidder
(Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source listed provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

MBE Form 5

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My commission expires _____

MBE Form 5

Village of Marvin

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Date: _____

Approved/Certified By: _____
Name

Title

Signature

****THIS DOCUMENT MUST BE SUMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

MBE Form 6
DISPUTE RESOLUTION REQUIREMENTS

**DISPUTE RESOLUTION REQUIREMENTS (“Requirements”)
FOR CERTAIN VILLAGE OF MARVIN CONTRACTS**

In accordance with N.C.G.S. § 143-128 (f1), these Requirements establish the dispute resolution process for all Village building construction projects that cost over \$300,000, exclusive of land acquisition and design costs (“Eligible Projects”).

This dispute resolution process will be available to all parties involved in the Village’s Eligible Projects, including the Village, the architect, the Project Architect, the contractors, and the first-tier and lower-tier subcontractors. Therefore, it is the Village’s policy that the following clauses are hereby made part of all contracts executed by the Village on Eligible Projects.

1. It is understood and agreed that NCGS 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the owner. In compliance with this statutory provision, the Village specifies this Article as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Village is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and GS 143-128(g-h).
2. Any dispute arising between or among the Parties listed in Section 4 of this Article that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to mediation mutually agreed upon by both parties. The mediation provided in this Article shall be used pursuant to this Agreement and GS 143-128(g-h) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.
3. For purposes of this Article the following definitions shall apply:
Construct or construction refers to and includes the erection, construction, alteration or repair of the Eligible Project; and
Party or Parties refers to the parties listed in Section 4 of this Article.
4. The Village and any Party contracting with the Village or with any first-tier or lower-tier subcontractor for the construction of the Eligible Project agree to participate in good faith in any mediation of a dispute subject to this Article and GS 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), Project Architect, Project Architect at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).
5. In order to facilitate compliance with GS 143-128(g-h), all Parties shall include this Article in every agreement to which it (any of them) is a Party for the Eligible Project without variation or exception. Failure to do so will constitute a breach of contract, and the Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs

of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.

6. a. The following disputes are not subject to mediation:
 - i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.
- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and GS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
7. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
8. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
9. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
10. If a Party breaches any provision of Section 9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
11. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties.
12. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.
13. The provisions of this Article are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

14. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS AND DISABLED ENTERPRISE

It is the intent of the Village of Marvin to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Village of Marvin's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above, please check the appropriate space:

MINORITY BUSINESS () WOMEN'S BUSINESS () DISABLED BUSINESS ()

The contractor agrees and understands by signature below that this agreement does not constitute exclusive contract, and that the Village of Marvin may enter into other contracts as it deems necessary to fulfill the need for fully operated equipment.

Indicate the number of employees performing services within your company not including yourself:

This proposal and the Village of Marvin purchase order indicating its acceptance shall constitute the rental agreement as executed below:

COMPANY NAME:

(Type or Print)

TITLE OF PERSON SIGNING:

NAME OF PERSON SIGNING:

(Type or Print)

SIGNATURE:

(Authorized Company Representative)

EMAIL ADDRESS:

ADDRESS OF COMPANY:

(Street)

(City)

(State)

(Zip Code)

Telephone Number

Federal Tax I.D. Number

Social Security Number

WITNESSED BY: _____ DATE: _____

**VILLAGE OF MARVIN BID FORM
2025 FOG SEAL CONTRACT**

LINE NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	800	MOBILIZATION	1	LUMP SUM		
2	SP	ASPHALT SURFACE TREATMENT, FOG SEAL	45330	SY		
3	SP	TRAFFIC CONTROL	1	LUMP SUM		

TOTAL BID FOR THE PROJECT:

CONTRACTOR _____ Federal ID No. _____

ADDRESS _____ Contr. License No. _____

Telephone No. _____

Vendor Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____



Village of Marvin, North Carolina

Recommended Budget Fiscal Year 25-26

VILLAGE COUNCIL

Joe Pollino, Mayor
Kim Vandenberg, Mayor Pro-Tem
Jamie Lein, Councilmember
Bob Marcolese, Councilmember
Andy Wortman, Councilmember
Wayne Deatherage, Councilmember
John Baresich, Councilmember

VILLAGE MANAGER

Christina L. Amos

FINANCE DIRECTOR

Jill Carilli

VILLAGE CLERK

Austin W. Yow

Village of Marvin
10006 Marvin School Road
Marvin, NC 28173
704-843-1680
www.marvinnc.gov

BUDGET MESSAGE FOR FY25

To: Mayor and Village Council
Date: May 14, 2025
From: Christina Amos, Village Manager

Attached is the recommended FY26 budget for the Village of Marvin, which marks the 31st annual operating budget for the Village of Marvin. In accordance with § 159-26(b)¹, the operating budget breaks out relevant departments or municipal services and reflects the fund accounting structure as required by the N.C. Local Government Budget Fiscal Control Act.²

The recommended budget is \$3,549,671 which is a \$369,538 increase from the current year's adopted budget (12%), with just under \$200,000 of this increase representing appropriations from our Fund Balances (Savings Accounts) and Restricted Powell Bill funds for upcoming projects and road needs. The increase also allows for another large transfer to the Capital Project Fund to meet obligations for the Bonds Grove Church/Waxhaw Marvin Road Roundabout project.

Generally, Village staff is proposing a balanced budget that maintains current service levels without a significant increase in costs.

Revaluation of Real Property

The value of real property is reappraised by the Union County's Appraisal & Valuation Division of its Tax Department. In January 2025, Union County conducted its revaluation process of real property for the Village of Marvin. As of March 2025, the assessed valuation of real property is \$2,532,275,863, which is an increase in valuation of 64 percent over prior year's valued appraisal; much of the associated valuation increase is attributable to the increased demand driving up real estate prices since the COVID-19 Pandemic. Conservative real property tax revenue projections were made based on valuation figures from the Union County Tax Department. With this proposed balanced budget that includes a proposed tax rate decrease, Village staff estimates a \$150,965 increase in property taxes, based on revaluation estimates and a 99.9% percent collection rate.

Revenue-neutral tax rate:

In accordance with § 159-11(e), the Village is required to publish the revenue-neutral tax rate in the year of a reappraisal of real property, adjusted for growth. The revenue-neutral property tax rate is \$0.0516. Council may elect to adopt the revenue-neutral tax rate, which holds property tax revenue steady for FY26, elect to keep its current tax rate of \$0.08, or adopt a decreased tax rate for FY26. To achieve a revenue-neutral tax rate for the FY26 Operating Budget, \$280,000 had to be cut from departmental budget requests including allocations for various capital projects. Council directed staff to add \$53,250 of cut budget items (19% of initial cuts) be added back into the budget and directed staff to

¹ https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_159/GS_159-26.pdf

² https://www.ncleg.net/enactedlegislation/statutes/html/byarticle/chapter_159/article_3.html

account for inflation, resulting in an overall recommended tax rate of \$.0563 for FY26. This tax rate is a 30% reduction from the FY 24-25 tax rate.

The recommended budget is balanced, with a 2.37 cent tax decrease and no increase in Solid Waste fees. Since 2010, the Village has witnessed a surge of growth and tax rates remained relatively stable, increasing one cent in 2020 to fund an additional Law Enforcement officer, and two cents in 2025 to fund the Bonds Grove/Waxhaw Marvin Rd Roundabout and high inflation, causing increased operating costs. Even with these increases, the Village of Marvin retains the lowest tax rate within Union County amongst municipalities that own and maintain a roadway system.³ Additionally, NCGS§136-41.2 (b) prohibits municipalities under a \$.05/\$100 tax rate from participation eligibility.⁴

Revenue

The Ad Valorem tax (e.g., real property, personal property, and vehicle taxes) is a major source of the Village's revenue, representing 42% of total revenue. This is an 11% increase in ad-valorem. With new residential developments and voluntarily annexed properties; this number will slowly continue to rise with the construction of recently approved residential and commercial developments and the continual promotion of voluntary annexation. Revenues from unrestricted intergovernmental revenues (e.g., beer and wine tax, utility sales tax, and local option sales tax) represent 21% of total revenue and are projected to remain flat except for Sales and Use Tax where a slight decrease is anticipated due to a decreased Ad Valorem Tax Rate. Powell Bill dollars (representing just under 6% of the total budget) are expected to match what we received last fiscal year based on a marginal increase in funding. It is important to note that as additional roads are accepted from NCDOT and private developers, this revenue will increase slightly; however, the majority of Powell Bill funding is based off municipal population which remains relatively stable for Marvin.⁵ Permits and Fees represent 6% of the overall budget and include zoning and development permits and fees, reimbursable engineering costs; and a motor vehicle tag fee. Solid Waste revenues reflect 14.7% of the overall budget and include residential solid waste and disposal services for residents. There is no proposed increase in Solid Waste fees from the previous year. Investment revenues are projected to increase 29%, with additional investments in the North Carolina Capital Management Trust. Overall total revenue is expected to be just 1% higher than our FY25 amended budget.

Fund Balance: Like last year, there is a Fund Balance appropriation recommended for one-time expenditures on this year's budget for a total of \$50,000 in Unassigned Fund Balance. It is important to note that it is not uncommon for local governments to use Unassigned Fund Balance to pay for one-time expenditures. Conservative budgeting and fiscally prudent spending over the last few years have yielded growth in Marvin's reserves. Council has taken the stance to spend down/allocate some of its coffers, if considering any increases in tax rates, and therefore staff is recommending appropriation

³ <https://www.unioncountync.gov/home/showpublisheddocument/7507/638259869112270000>

⁴ [https://connect.ncdot.gov/municipalities/State-Street-Aid/Powell%20Bill/Powell%20Bill%20General%20Statutes%20\(State%20Street-Aid%20Allocation%20Law\).pdf](https://connect.ncdot.gov/municipalities/State-Street-Aid/Powell%20Bill/Powell%20Bill%20General%20Statutes%20(State%20Street-Aid%20Allocation%20Law).pdf)

⁵ <https://connect.ncdot.gov/municipalities/State-Street-Aid/Powell%20Bill/Participation%20Requirements.pdf>

of Unassigned Fund Balance of \$50,000 to fund a Master Plan for the Marvin Heritage District, that was pushed off from last Fiscal Year. Additionally, there are Fund Balance transfers of just over \$10,000 from Solid Waste reserves, \$11,000 from Streets as well as \$125,000 from Powell Bill Reserve funds.

Vision and Strategy

Per Council's strategic direction, the priorities, goals, and objectives that drove the decision-making process for the development of the FY26 operating budget are as follows:

Goals/Objectives:

- Continued facility maintenance and commitment to a 15-year amortization schedule of the new Village Hall facility.
- Continued commitment to dedicated communications resources for public education/awareness.
- Continued growth of a Capital Project Fund for the Bonds Grove Church/Waxhaw-Marvin Road Roundabout project.
- Continued operation of residential solid waste services with an additional bulk collection event at no increase to rate payers.
- Continued priority of public safety with an 8% increase for law enforcement coverage during peak times 7 days/week as well as additional off duty officers supplementing 1-2x per week for traffic control/speed mitigation.
- Funding approved projects on the General Fund Capital Improvement Plan.
- Continued service of third-party Certified Public Accountant to assure professional standards of fiscally sound operations and GAAP procedures are met, including yellow book audits⁶ for grants expended.
- Observe contingency of \$50,000 for overall budget for unexpected projects throughout the year.
- Funding for comprehensive update to the Parks and Greenways Master Plan
- Continue road preservation strategy by saving Powell Bill Funds in reserve for next Fiscal year road maintenance.
- Maintain competitive employee benefits package to include merit funding for high performing employees and a 3.5% Cost of Living Adjustment consistent with the Village's Personnel Policy; data from the NC League of Municipalities FY 25-26 Study⁷; and the US Bureau of Labor Statistic Consumer Price Index.⁸
- Increases in some employee benefits, property and liability premiums, and required participation of the NC Local Government Employee Retirement System.⁹
- Continue focusing on quality of life for Village residents with an increase in event planning AND an appropriation for Maintenance and Equipment Capital Reserve.
- Continued commitment to partner with Habitat Builders (formerly MARSH).

⁶ <https://www.gao.gov/yellowbook>

⁷ <https://www.nclm.org/media/5npnnwio/fy-25-26-nclm-ncacc-cola-and-merit-survey-results.pdf>

⁸ <https://www.bls.gov/news.release/cpi.nr0.htm>

⁹ <https://www.myncretirement.com/documents/files/resources/north-carolina-retirement-systems-laws-2023/open>

- Continued prioritization of adequate roadways and transportation infrastructure with allocations for Stormwater and Sidewalk repairs and maintenance.
- Other operational increases include grant matching funds; creation of a street trees program; a new community survey; Marvin Heritage District Master Planning consultant; and increases in various software.

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Budget Overview by Revenue Source and Functional Area

The following is a summary of the balanced FY26 Recommended Budget for the Village of Marvin’s General Fund.

Revenues by Type	Budgeted FY 25-26
Ad Valorem Taxes	\$1,499,367
Unrestricted Intergovernmental	\$ 757,441
Restricted Intergovernmental (Powell Bill)	\$ 210,000
Permits and Fees	\$ 217,500
Sales and Services	\$ 31,980
Investment Earnings	\$ 110,000
Fund Balances (Multiple)	\$ 196,634
Solid Waste	\$ 521,250
Miscellaneous	\$ 5,500
Total Revenue	\$3,549,672

Expenditures by Type	Budgeted FY 25-26
General Government	\$ 1,012,654
Planning & Zoning	\$ 328,880
Public Safety	\$ 297,000
Transportation	\$ 638,977
Culture and Recreation	\$ 220,155
Solid Waste Services	\$ 521,884
Public Works	\$ 480,122
Contingency	\$ 50,000
Total Expenditures*	\$3,549,672

*Transfers included in total expenditures presented (see next table for specific amounts)

Transfers	Proposed in Expenditures
Greenway Capital Project Fund	\$ 25,000
Fund Balance Assigned for Streets	\$ 20,000
Capital Project Ordinance-Bonds Grove Church/Waxhaw Marvin Roundabout	\$266,584
Powell Bill Reserves	\$ 21,037

The Village of Marvin also has several grant and capital projects, which are authorized by project ordinance, with appropriations made by Council to the following capital project funds:

Project Name	Project Authorization	Balance Available
Farmer’s Market	\$ 25,000	\$25,000
Greenways and Trails	\$331,700	\$117,173
Roundabouts (BG/WM)	\$320,115	\$320,115
Village Hall Park	\$750,000	\$700,000
CRTPO Loop Project	\$1,550,000	\$1,475,000
Special Project Grant: SCIF	\$150,000	\$100,000
Special Project Grant: VH Park	\$250,000	\$200,000
Special Project Grant: StRAP	\$300,000	\$300,000

Capital Project Fund Balances are estimates as of May 2025.

A public hearing to receive resident input on the recommended FY26 General Fund Budget is set for 6:00 pm at Marvin Village Hall, located at 10006 Marvin School Road, Marvin, NC 28173 on May 29, 2025. A copy of the FY26 Recommended Budget will be available for inspection with the Village Clerk at Village Hall and on the Village’s website at www.marvinnc.gov.

I wish to express my thanks to the Mayor and Village Council for their support, leadership, and recognition of all Village employees who have accomplished so much this past year. It is our goal as staff to promote an optimal quality of life for Marvin residents and we graciously appreciate the opportunity to serve. Please let me know if I can be of any further assistance as you review this proposal.

Respectfully submitted,



Christina L. Amos
Village Manager, ICMA-Credentialed Manager

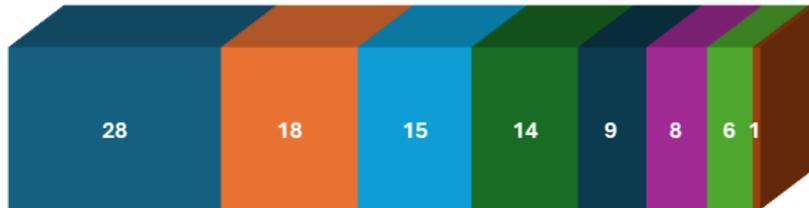
How a Dollar is Divided by Functional Area

PERCENTAGE OF A DOLLAR



CENTS PER DOLLAR

- General Government ■ Transportation ■ Solid Waste Services
- Public Works ■ Planning and Zoning ■ Public Safety
- Culture and Recreation ■ Contingency



ABOUT MARVIN

The Village of Marvin, in Union County, North Carolina was incorporated under the North Carolina General Statutes on July 1, 1994. Per the U.S. Census and as of 2020, the Village of Marvin's population was approximately 6,358.

The Village of Marvin is a Council-Manager form of government and is governed by an elected Mayor and six-member council, with our sixth member added during the 2023 election. The most updated Village Council meeting schedule can be found online at marvinnc.gov. Regular and special meetings are open to the public.

PROPERTY TAX RATES

Fiscal Year	Approved Tax Rate
1994 - 2001	2.5 cents
2002 - 2005	5.17 cents
2006 – 2019	5.00 cents
2020 – 2023	6.00 cents
2024	8.00 cents
2025	5.63 cents

How are your Property Taxes Calculated? An Example:

Market Value	\$1,000,000
Divided by \$100 increment	\$ 10,000
Multiplied by the Real Property tax rate	<u>.0563</u>
Village property taxes due	<u>\$ 563.00</u>

Union County assesses real property at 100 percent of estimated market value. In accordance with NCGS § 159-11, a revaluation of real property is required at least every eight years. Union County's most recent revaluation was conducted on March 1, 2025.

The Union County Tax Department is responsible for real and personal property assessments for the Village each year. Once the tax base is certified by the Union County Board of Commissioners, the bills are printed, mailed and the collection process begins. The Village of Marvin's tax collection function was transferred to Union County on July 1, 2021. Therefore, Union County will collect all taxes on behalf of Marvin and remit collections to the Village monthly.

BUDGET ORDINANCE
VILLAGE OF MARVIN, NORTH CAROLINA FISCAL YEAR 2025-2026
OR-2025-05-XX

BE IT ORDAINED by the Governing Board of the Village of Marvin, North Carolina:

Section 1: The following amounts are hereby appropriated to the General Fund for the operation of Village of Marvin and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedule:

General Government	\$ 1,012,654
Planning & Zoning	\$ 328,880
Public Safety	\$ 297,000
Transportation	\$ 638,977
Culture and Recreation	\$ 220,155
Solid Waste Services	\$ 521,884
Public Works	\$ 480,122
Contingency	\$ 50,000
Transfer to Greenways Capital Project Fund	*\$ 25,000
Transfer to Capital Project Roundabout	\$ 266,584
Transfer to Powell Bill Reserves	**\$ 21,037
Transfer to Fund Balance - Streets	**\$ 20,000

*This amount is already included in the \$211,291 Culture and Recreation total.

**This amount is already included in the \$463,729 Transportation total.

Total Appropriations \$3,549,671

Section 2: It is estimated that the following revenues from the following major sources will be available in the General Fund during the fiscal year July 1, 2025, and ending June 30, 2026, to meet the foregoing schedules:

Ad Valorem Taxes	\$1,499,367
Unrestricted Intergovernmental	\$ 757,441
Restricted Intergovernmental (Powell Bill)	\$ 210,000
Permits and Fees	\$ 217,500
Sales and Services	\$ 31,980
Investment Earnings	\$ 110,000
Fund Balances (Multiple)	\$ 196,634
Solid Waste	\$ 521,250
Miscellaneous	\$ 5,500

Total Estimated Revenues \$3,459,671

Section 3: There is hereby levied a tax at the rate of six cents (\$0.0563) per one hundred dollars (\$100) valuation of taxable property as listed for taxes as of January 1, 2025, for the purpose of raising the revenue constituting the general property taxes listed as "Ad Valorem Taxes" in the General Fund in Section 2 of this ordinance.

Section 4: Pursuant to NCGS §§160A-314(a) and 160A-314.1(1) the Marvin Village Council previously imposed a collection fee for the collection of solid waste for each single-family residence within the municipal limits. The annual fee for FY 25-26 is \$250 per single-family residence.

Section 5: The Budget Officer and Finance Director are hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. Reallocations of up to \$5,000 in appropriations between the budget categories in the foregoing schedules, excepting capital outlay, salaries, and public safety. Notification of all such reallocations shall be made to the Village Council in the Treasury Report following the month of reallocation.
- b. Utilize appropriations contained in contingencies as needed except to increase salaries. Notification of all such appropriations from contingencies shall be made to the Village Council in the Treasury Report following the month of reallocation.
- c. Reallocation of appropriations for capital outlay, salaries, and public Safety shall require a budget ordinance amendment approved by Village Council.
- d. Transfers between line-item expenditures within a department without limitation and without a report being required. These changes must not result in increases in recurring obligations, such as salaries.
- e. Transfers up to \$5,000 between budget departments, including contingency appropriations within the same fund. The Budget Officer must make an official report on such transfers at the next regular meeting of the Governing Board.
- f. All transfers between funds require prior approval by the Governing Board in an amendment to the Budget Ordinance.

Section 6: This ordinance shall be the basis of the financial plan for the Village of Marvin during the Fiscal Year 2025-2026. The Budget Officer shall administer the budget and ensure that Village employees are provided guidance and sufficient details to implement the budget. The Finance Director shall establish and maintain all records in agreement with this Budget Ordinance, and the appropriate General Statutes of the State of North Carolina.

Section 7: In accordance with G.S. 159-13, a copy of this Budget Ordinance shall be filed with the Village Clerk, the Budget Officer, and the Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 29th day of May 2025.

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: Thursday, May 29, 2025

MarvinNC.gov

Title: Discuss and Consider Entering Agreement with Dewberry for Archeological Study of Proposed Tullamore Phase 4 at a Cost Not to Exceed \$20,000 with a 10% Contingency AND Allow Manager to Execute Agreement

Attachments: Quote **Action Requested:** Approve

Draft Motion: To enter contract with Dewberry Engineering for archeology studies of proposed Tullamore Phase 4 Trail at a cost not to exceed \$20,000 with a 10% contingency AND allow Manager to execute agreement.

Budgetary Impact: Budgetary Action Required

Background:

Staff is bringing this contract back to council after weeks of searching for a smaller group to potentially take on the project at a lower cost.

Current:

Dewberry has sent us a quote to locate the alleged cemetery by conducting a series of archaeological studies on the area. The cemetery location is necessary to continue with the route of the trail. A fund balance appropriation would be required to enter the contract.

AMENDMENT TO CONTRACT

Client Name:	<u>Village of Marvin</u>	Amendment No.	<u>1 (02/17/25)</u>
	<u>101 Huntersville-Concord Road</u>		
Address:	<u>Huntersville, NC 28078</u>	Contract Dated:	<u>11/15/2024</u>
Attention:	<u>Ms. Christina Amos, Village Manager</u>	P.O. #	<u>N/A</u>
	<u>Tullamore to Amber Meadows Trail</u>		
Project:	<u></u>	Dewberry Project #	<u>50185670</u>

The original agreement dated November 15, 2024 shall be amended as follows:

Based on comments received from the North Carolina Department of Natural and Cultural Resources, State Historic Preservation Office (SHPO) in letter dated January 30, 2025 (Attachment A) to Darren Even (Dewberry Engineers Inc.) we understand that they are requesting an comprehensive archaeological survey consisting of a cemetery delineation for the Calabash Cemetery, and a systematic survey of the remaining corridor be conducted for the project area (Attachment B). In order to comply with this request we have prepared the scope of services detailed below which will be an additional service to the base contract noted above.

• **Additional services - Archaeological Reconnaissance Survey:**

- Supporting information and background research
 - Based upon the response received from NC SHPO (ER 25-0083), Dewberry will research the project’s history. Research will include:
 - Review of past and present land uses and current conditions illustrated with project photographs.
 - Soils description along with a soils map and discussion of expected depth of cultural deposits.
 - Historic maps providing a concise overview of settlement pattern trends.
 - Existing archaeological site file information on file with the North Carolina Office of State Archaeology (OSA) including review of the site file for 31-Un-616.
 - Previously conducted cultural resource investigations will be collected from NC SHPO.
 - Additional historic documentation will be collected from online resources and local libraries and/or historical societies, not limited to the Southwest Regional Library (Waxhaw) and the New York Public Library (online), if deemed necessary.
- Sensitivity assessment
 - Prehistoric archaeological sensitivity, focusing on the site types likely to be located within the project site given the area’s landform, environmental setting, and the types of sites within one mile. We will employ ArcView GIS software to overlay environmental variables specific to prehistoric site location in order to rank the project area into four hierarchical categories of sensitivity: no, low, medium, and high.

-
- Historic archaeological sensitivity, focused on historic map research, regional histories, and other relevant historical documents. GIS software will also be used to calculate the same four categories of sensitivity for historic archaeological resources, but for this calculation the variables will focus on proximity to historic structures, roads, and roadway intersections.
 - Cemetery probabilities will be provided based upon the results of the historic research and will be specifically focused on the Calabash Cemetery.
 - Pedestrian reconnaissance
 - A pedestrian reconnaissance of the proposed project corridor will be conducted to ascertain prior disturbances and assess areas of archaeological potential.
 - The field investigation will include judgmental shovel tests to document existing soil conditions. No more than four shovel tests will be executed.
 - We will photograph observed standing structures, if present within the limits of the project area.
 - Disturbance summary
 - Dewberry will provide a discussion of the type of disturbance and depth/extent of disturbance. Includes documentation of disturbance: photographs, aerial photographs, and soil boring logs (if available).
 - Mapping of disturbed areas will be included and labeled with the type of disturbance.
 - Areas of archaeological potential recommendations
 - Combining the results of the sensitivity assessment, judgmental shovel tests and prior disturbances to the project area, areas of archaeological potential will be mapped within the project area. Areas of potential will be correlated to the four areas of sensitivity (no, low, moderate, high) minus areas of demonstrable disturbance.
 - Testing recommendations
 - Dewberry shall prepare a brief, written description of the proposed testing strategy for Phase IB investigations, if necessary.
 - Report preparation
 - We will prepare a report summarizing the results of the archaeological assessment and will identify areas with the potential to contain archaeological resources as well as areas that lack archaeological potential and/or area that have been previously disturbed and no longer possess archaeological potential within the project area.
 - The report will also include a summary of known historic properties, if present and standing structures within the project area that may require further research to evaluate their NR-eligibility.
 - The report will conform to the requirements set forth in North Carolina Office of State Archaeology, Archaeological Investigation Standards and Guidelines for Background Research, Field Methodologies, Technical Reports and Curation (2023).
 - The draft copy of the report will be submitted for review by the Village of Marvin prior to submittal of the report to NC SHPO. Upon receipt of comments from the Village of Marvin, we will provide a revised report for submittal and review by NC SHPO.
 - The cultural resource services will be performed by cultural resource specialists meeting the Professional Qualifications Standards of the National Park Service [36 CFR 61] for archeology or historic architecture as appropriate and are listed with the Registry of Professional Archaeologist
-

(RPA) for archaeological qualifications.

• **Assumptions / Clarifications**

- The Village of Marvin will verify the project limits prior to initiation of work under this contract. This scope of work would require modification to accommodate changes to the project area.
- Field investigations will be limited to above-ground pedestrian observation of the proposed project and excavation of no more than four judgmental shovel tests.
- Historic architecture investigation will be limited to photographic inventory of above ground historic properties within the project area, if present.
- The cultural resource reconnaissance survey will summarize the results of the historic documentary review.
- Dewberry’s responsibilities on this project are limited to the activities described above. Additional out-of-scope work will be completed under separate authorization.

Additional Services Fee: \$19,900 Lump Sum

EXCLUSIONS AND CLARIFICATIONS

- On-site archaeological investigations are excluded but may be provided for an additional fee.
- Preparation of surveys such as wetland, tree, and other surveys are excluded.
- Revisions to the proposed alignment are excluded.
- All items not specifically included in the Scope of Services above, are specifically excluded from this proposal.

This amendment is hereby made a part of the original agreement referenced above and therefore subject to all provisions contained herein. Execution of this amendment will serve as Consultant’s authorization to proceed.

Consultant: Dewberry Engineers Inc.

Client: Village of Marvin

By:



By:

Title: Tristan M. McMannis, PLA, LEED AP,
Assoc. DBIA
Senior Associate, Department Manager

Title: _____

Date: 2/17/2025

Date: _____

Attachments

Attachment A
Attachment B

Letter from SHPO (1/30/25)
Study Area Map (1/9/25)

P:\50185670\Adm\Contract\Amendment 1\2025.02.15 VOM Tullamore Greenway - Amendment 1.doc



ATTACHMENT A



North Carolina Department of Natural and Cultural Resources State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Josh Stein
Secretary Pamela Brewington Cashwell

Office of Archives and History
Deputy Secretary, Darin J. Waters, Ph.D.

January 30, 2025

Darren Even
Dewberry Engineers, Inc.
9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269

deven@dewberry.com

Re: Construct Village of Marvin Tullamore Trail Greenway, Rocky Hollow Drive, Waxhaw,
Union County, ER 25-0083

Dear Mr. Even:

Thank you for your email of January 10, 2025, regarding the above-referenced undertaking. We have reviewed the submittal and offer the following comments.

There is one archaeological site, the Calabash Cemetery (31UN616), within the project's boundary. According to our records, the cemetery may contain Civil War burials but has not been surveyed by a professional archaeologist to delineate its boundary or assess its eligibility for listing in the National Register of Historic Places (NRHP).

Cemeteries are protected under North Carolina General Statutes Chapter 14-148 and 14-149 and are afforded consideration under Chapter 65. If unmarked human skeletal remains are encountered during construction, the provisions of North Carolina General Statute Chapter 70, Article 3 apply. Construction activities should immediately cease, and the county medical examiner should be contacted.

In addition, the entire project area has not been systematically surveyed to determine the presence or location of other archaeological resources that may be eligible for listing in the NRHP. Based on the topographic and hydrological setting, the project area is considered to have a high probability for archaeological resources.

Prior to the initiation of any ground disturbing activities within the project area, we recommend that a comprehensive archaeological survey be conducted consisting of a cemetery delineation for the Calabash Cemetery (such as Ground Penetrating Radar) and a systematic archaeological survey of the remaining corridor.

The purpose of these surveys will be to identify and evaluate the significance of the Calabash Cemetery and additional archaeological sites that may be damaged or destroyed by the proposed project and make recommendations regarding their eligibility status in terms of the National Register of Historic Places.

Depending on the results of the cemetery delineation, we will provide further recommendations regarding an appropriate cemetery protection buffer.

Our office requests consultation with the Office of State Archaeology (OSA) Review Archaeologist to discuss appropriate field methodologies prior to the archaeological field investigations. You can find the Review Archaeologist for your region at <https://archaeology.ncdcr.gov/about/contact> OSA's Archaeological Standards and Guidelines for Background Research, Field Methodologies, Technical Reports, and Curation (November 2023) can be found online at: <https://archaeology.ncdcr.gov/osa-guidelines/open>.

OSA uses Citrix ShareFile for archaeological consultants and government agencies to submit digital archaeological reports and site files for Environmental Review. Consultants should review our ShareFile User Guidelines and submit a ShareFile User Access Form which can be found online at: <https://archaeology.ncdcr.gov/programs/environmentalreview/sharefile>

The OSA Environmental Review report and site form submission requirements are as follows:

- One (1) digital copy of the archaeological survey report, to be sent through ShareFile.
- One (1) digital copy of each NC Site Form(s) with site map(s) for each site that was recorded as part of the archaeological investigation, to be sent through ShareFile. Please submit each site form as a separate document.
- Hard copies of reports will be requested by the OSA once we determine that no further changes to the report are needed. Concurrence letters will not be sent until after we receive the hard copy of the final archaeological survey report.

More information on OSA's Environmental Review requirements can be found online at: <https://archaeology.dncr.nc.gov/programs/environmental-review>.

We have determined that the project as proposed will not have an effect on any historic structures.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@dncr.nc.gov. In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

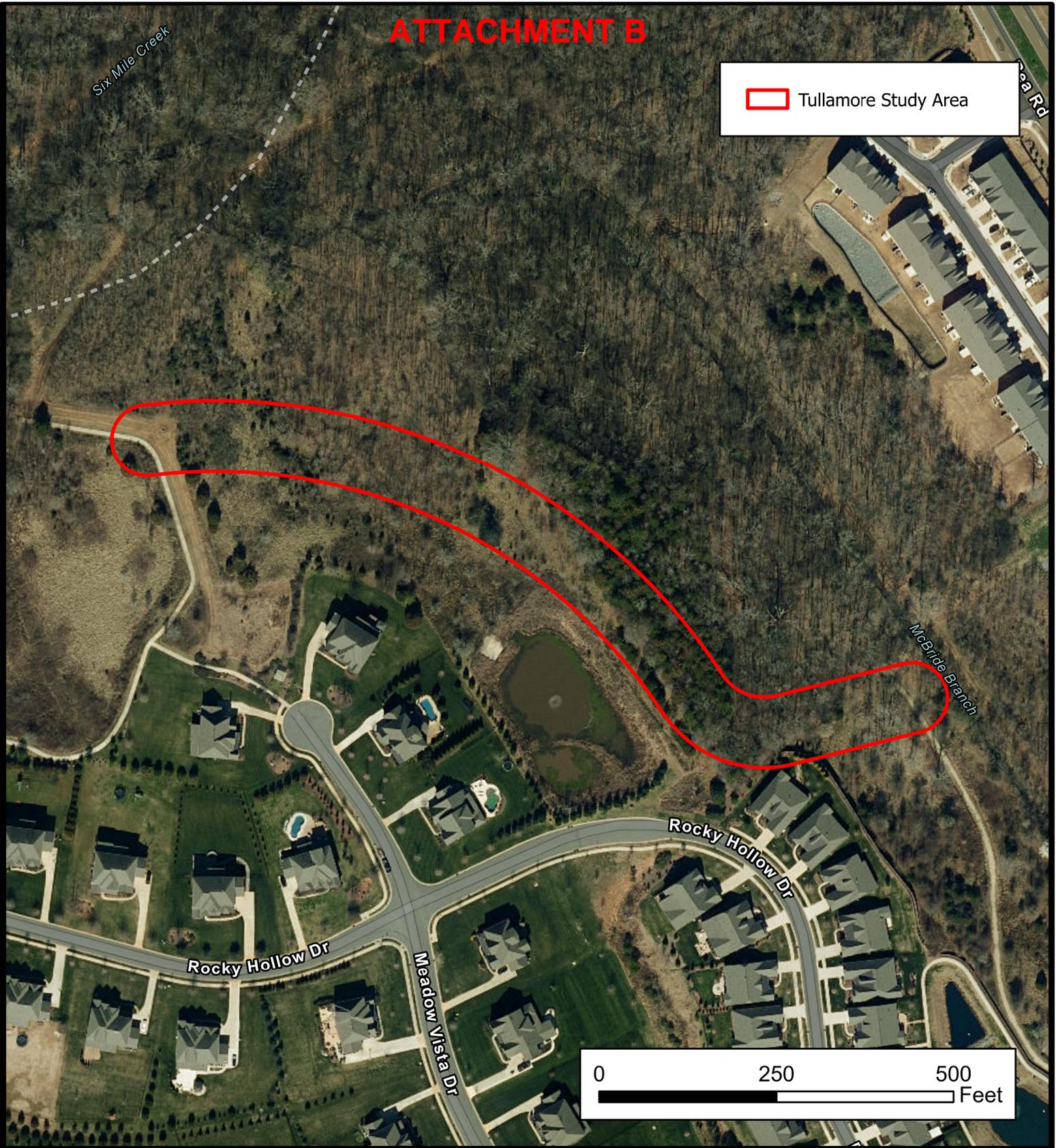


for Ramona Bartos, Deputy
State Historic Preservation Officer

cc: Brian LaFranchi, Dewberry Engineers
Christina Amos, Village of Marvin

blafranchi@dewberry.com
manager@marvinnc.gov

ATTACHMENT B



Tullamore Study Area

0 250 500 Feet

Prepared by



Prepared for



Sources: ESRI Basemap, Project Study Area approximated by Dewberry.

Tullamore Trail Village of Marvin Union County, NC

N



Study Area Map

Date: 1/9/2025

Figure: 2



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: Thursday, May 29, 2025

MarvinNC.gov

Title: Discuss and Consider Adoption of a Resolution to Assume Maintenance of Certain NCDOT Roads within the Valhalla Farms and Providence Ridge Subdivisions, Pending Approval by NCDOT

Attachments: Resolution, Request, Map **Action Requested:** Approve

Draft Motion: To adopt a Resolution to Assume Maintenance of Certain NCDOT Roads within the Valhalla Farms and Providence Ridge Subdivisions, pending approval by NCDOT.

Budgetary Impact: No Budgetary Action Required

Background:

During the January 14, 2025, council meeting staff requested that council give their consensus on petitioning NCDOT to abandon the roads in the Valhalla Farms Subdivision. Viking Drive, Prince Valiant Drive, King Olaf Drive and Rainbow Drive had recently been resurfaced through an NCDOT resurfacing project. Council requested that staff petition for the roads to be abandoned closer to the expiration of the one-year warranty period provided by NCDOT contractor.

Current:

Staff is requesting that council adopt by resolution the petition to NCDOT to abandon the roads listed above as well as Nellie Lane and Grigg Lane in the Providence Ridge Subdivision. These roads were resurfaced during the same time as the roads in Valhalla Farms. All the roads are nearing their one-year warranty timeline. All roads listed in the resolution are located within the incorporated limits of Marvin. Note that the portion of Prince Valiant that extends past the incorporated limits of Marvin is not included in this request.



Village of Marvin

May 5, 2025

To Whom it May Concern,

Please accept this letter as a formal request from the Village of Marvin Council and Management that the attached list of roads be abandoned by the North Carolina Department of Transportation. This request comes with the intent that the Village of Marvin will accept all maintenance responsibilities for the listed roads and their right of way.

ROAD_NAME	SR NUMBER	MILEAGE	SR -BEGIN DESCRIPTION	END DESCRIPTION
Viking Drive	1455	.73	Waxhaw Marvin Road	Prince Valiant Drive
Rainbow Drive	2621	.23	Prince Valiant Drive	cul-de-sac
Prince Valiant Drive	2567	.835	Waxhaw Marvin Road	Municipal Limit Boundary
King Olaf Drive	2828	.19	Prince Valiant Drive	cul-de-sac
Nellie Lane	3175	.40	Bonds Grove Church Road	cul-de-sac
Grigg Lane	2986	.26	Royster Run	Nellie Lane

Respectfully submitted,



Village of Marvin

NORTH CAROLINA

www.MarvinNC.gov

Davy Broom
Public Works Director
 Village of Marvin, North Carolina
 10006 Marvin School Road, Marvin, NC 28173
 (o) (704) 843-1680 | (f) (704) 843-1660



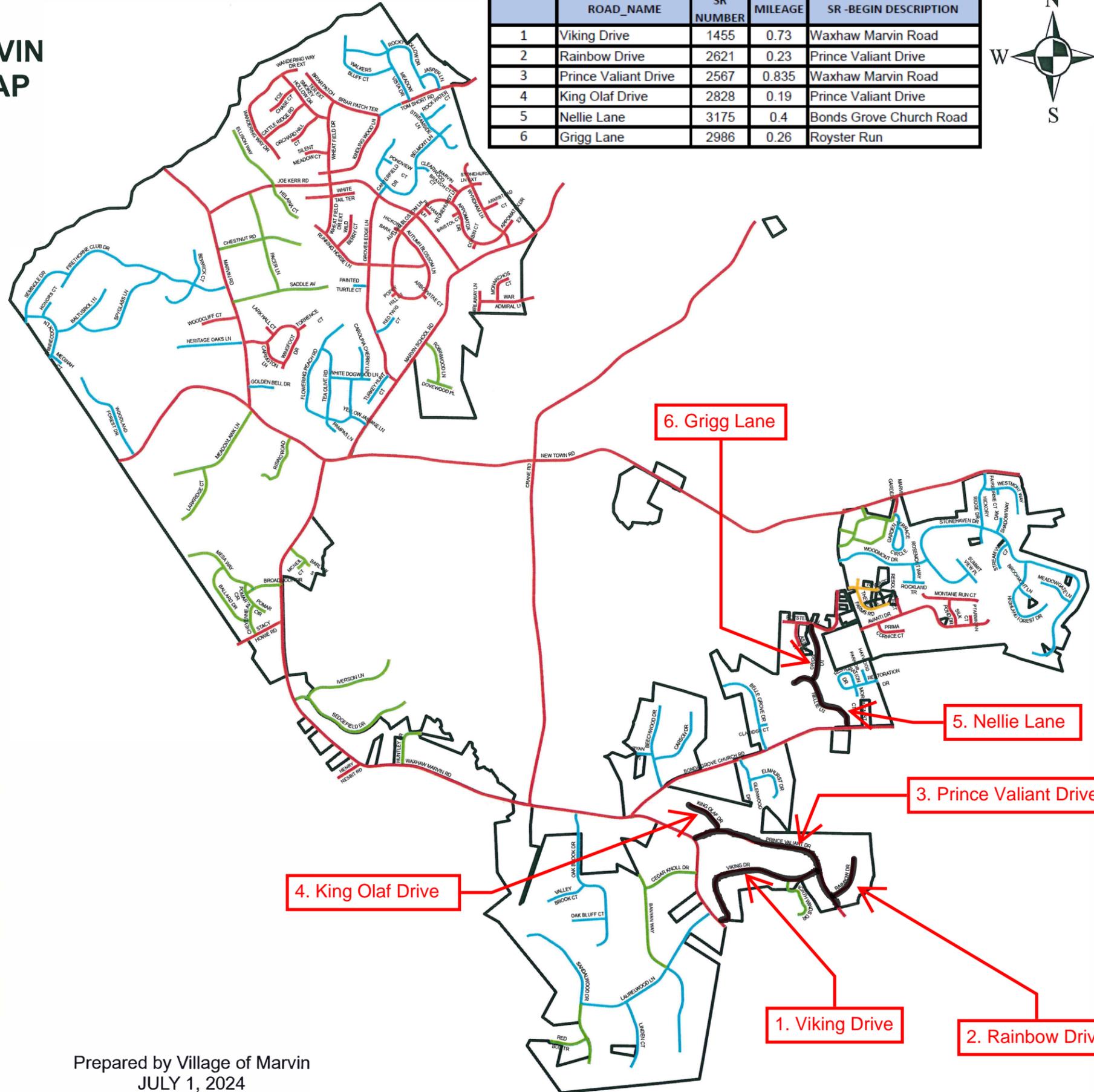
Village of Marvin

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from this address may be considered public record under the North Carolina Public Records Law and may be disclosed to third parties.



VILLAGE OF MARVIN POWELL BILL MAP JULY 1, 2024

	ROAD_NAME	SR NUMBER	MILEAGE	SR-BEGIN DESCRIPTION
1	Viking Drive	1455	0.73	Waxhaw Marvin Road
2	Rainbow Drive	2621	0.23	Prince Valiant Drive
3	Prince Valiant Drive	2567	0.835	Waxhaw Marvin Road
4	King Olaf Drive	2828	0.19	Prince Valiant Drive
5	Nellie Lane	3175	0.4	Bonds Grove Church Road
6	Grigg Lane	2986	0.26	Royster Run



STREET MAINTENANCE

- Privately Maintained
- Public Street Not Currently Maintained
- State Maintained
- Village Maintained
- Village of Marvin Limits

Attached hereto, and made a part hereof by reference, is a certified copy of the official street system map of this municipality as of July 1, 2024, on which map has been shown in distinctive colors the location of all streets on the State System and all private streets which are not a part of the total local street mileage shown in the above table under Item No. 4. All remaining streets are maintained by the municipality, and the said map is being submitted as evidence of, and in support of, the claim made by this municipality for mileage allocations pursuant to Paragraph 2 of G.S. 136-41.1, as amended.

WITNESS my hand and seal, this the _____ day of _____, 2024

ATTEST:

CLERK _____ MAYOR _____

STATE OF NORTH CAROLINA
COUNTY OF Union

This is to certify that I am a Registered Professional Engineer or Land Surveyor pursuant to the laws of the State of North Carolina; and that I have examined the mileage statements and maps referred to in Items 4, 5, 6 and 7 above; that I have made actual measurements and examinations of non-State system streets in the above municipality and from said examinations and measurements, the statements and distances contained in said table are correct; and that the map and the mileage statements are correct within a possible error of one-hundredth of a mile per mile.

WITNESS my hand and seal, this the 16th day of July, 2024

(SEAL) Philip T. Moxley
Registered Professional Engineer or Land Surveyor



Prepared by Village of Marvin
JULY 1, 2024



RS-2025-05-XX

A RESOLUTION TO ASSUME MAINTENANCE OF CERTAIN NCDOT ROADS WITHIN THE PROVIDENCE RIDGE & VALHALLA FARMS SUBDIVISIONS

WHEREAS, the Village of Marvin desires to provide certain services including, but not limited to, maintenance of the streets listed below; and

NOW, THEREFORE, BE IT RESOLVED by the Marvin Village Council that upon the approval from the North Carolina Department of Transportation, the Village of Marvin shall take over the road maintenance for roads listed below:

ROAD NAME	SR NUMBER	MILEAGE	BEGIN DESCRIPTION	END DESCRIPTION
Viking Drive	1455	.73	Waxhaw Marvin Road	Prince Valiant Drive
Rainbow Drive	2621	.23	Prince Valiant Drive	cul-de-sac
Prince Valiant Drive	2567	.835	Waxhaw Marvin Road	Municipal Limit Boundary
King Olaf Drive	2828	.19	Prince Valiant Drive	cul-de-sac
Nellie Lane	3175	.40	Bonds Grove Church Road	cul-de-sac
Grigg Lane	2986	.26	Royster Run	Nellie Lane

Adopted this the 29th day of May 2025.

Attest:

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

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

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
2021						
5/11/2021	Trail Easement	Secure the trail easement for the Innisbrook-Preserve Trail connection.	Nestor & Huneycutt	On Hold	L	
2023						
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	On Hold	L	
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	
2024						
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 Efird Park.	Broom	In Progress	L	7/31 WS
10/30/2024	Community Survey	Mr. Yow will bring back the community survey questions in June with added questions from the PR&G Board.	Yow	In Progress	L	June
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	
2025						
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	Fall
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

Date	Item	Action Needed	Assigned To	Status	Priority*	Update
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	
3/27/2025	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	Sister City Research	Ms. Das will conduct further research on Sister Cities and will report back in the coming months.	Das	In Progress	L	
5/13/2025	Resolution of Opposition	Mr. Nestor will send the Resolution of Opposition to HB 765 and SB 688 to the appropriate parties.	Nestor	In Progress	H	
5/13/2025	No U-turn Sign & Ordinance	Mr. Broom will order a no U-turn sign and prepare an ordinance to prohibit U-turns on Oak Brook Drive.	Broom	In Progress	M	
5/13/2025	Providence Ridge NCDOT Abandonment	Mr. Broom will move forward with petitioning NCDOT for the abandonment of Nellie Lane and Grigg Lane in Providence Ridge after contacting the Providence Ridge HOA about annexation and the opportunity for the Village to assume maintenance of Royster Run and Astrid Court.	Broom	In Progress	H	
5/13/2025	Valhalla Farms NCDOT Abandonment	Mr. Broom will move forward with petitioning NCDOT for the abandonment of roads in Valhalla Farms and will reach out to the two property owners at the end of Prince Valiant Drive to encourage annexation. Should annexation not occur, Mr. Broom will only petition for the abandonment of Prince Valiant Drive to the Village's boundaries.	Broom	In Progress	H	
5/13/2025	Trail Standards	Mr. Huneycutt will fold the updated trail standards into the Village's spec manual.	Huneycutt	In Progress	M	
5/13/2025	Fee Schedule	Mr. Yow will update the fee schedule on the Village's website.	Yow	Complete	M	
5/13/2025	Refund Rezoning Fees	Mr. Nestor and Ms. Carilli will refund rezoning fees that have been paid for conventional rezonings applied for since the adoption of the MDO.	Nestor & Carilli	In Progress	M	

Date	Item	Action Needed	Assigned To	Status	Priority*	Update
5/13/2025	Critical Intersection Recommendations	Mr. Nestor will move forward with the Council's recommendations for roundabouts at the intersections of Joe Kerr/Marvin Road and Stacy Howie/Waxhaw-Marvin Road.	Nestor	In Progress	H	