VILLAGE OF MARVIN

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

VILLAGE COUNCIL MEETING MINUTES

May 27, 2021 – 6:30pm
Village Hall, 10004 New Town Road
Work Session (Virtual Meeting)

A. AGENDA ITEMS

1. Call to Order

Mayor Pollino called the meeting to order at 6:32pm and determined a quorum was present.
Present: Mayor Pollino, Mayor Pro Tem Vandenberg, Councilman Wortman
Present Virtually on Webex: Councilman Marcolese
Absent: Councilman Lein
Staff Present: Christina Amos, Austin W. Yow, Rohit Ammanamanchi

2. Consider Allowing Councilmembers to Participate Remotely

MOTION: Councilman Wortman moved to allow Councilmember Marcolese to participate remotely.
VOTE: The motion passed unanimously, 3-0.

3. Adoption of the Agenda

Mayor Pro Tem Vandenberg requested to make the following changes:

- Revise Item #8 to Read: "Consider Updating Bank of America Credit Card Authorized Persons to Conduct Business to Include Christina Alphin-Amos and Julie Rothrock"
- Add Item #19: "Discussion and Consideration of Solid Waste Selection Committee"
- Move and Revise from Item #20 to #22 and to Read: "Review of Council Minutes from the 4/13/21 (Budget Work Session), 4/13/21 (Regular), 4/20/21 (Special), 4/28/21 (Village Hall Design Finishes Subcommittee), 5/6/21 (Special), 5/11/21 (Special), 5/11/21 (Budget Work Session), 5/11/21 (Regular), 5/12/21 (Spring Town Hall), and 5/17/21 (Village Hall Design Finishes Subcommittee) Meetings"
- Add New Item #20: "Discussion and Consideration of Solid Waste Utility Fee vs. Tax Increase"
- Add Item #21: "Call for Public Hearing to Discuss and Consider the Construction Plan of 7-Eleven at Marvin Gardens to be held on June 8, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin"
- Add Closed Session: "Recess into Closed Session Pursuant of NCGS §143-318.11(a)(6) to Discuss Personnel"
- Add Item #23 after Closed Session: "Consider Temporary Assignment of Finance Officer to Christina Amos AND Consider Interim Pay per Personnel Policy Article III, Section 8"

MOTION: Councilman Marcolese moved to adopt the agenda as amended.
VOTE: The motion passed unanimously, 3-0.

B. PRESENTATIONS

No presentations occurred.

C. VILLAGE HALL

TIME STAMP 2:50

Ms. Amos explained that the NCDOT permit will be approved soon. She stated that there were some changes to the sanitary sewer plans and that she expected approval on County permits by end of the following week. Ms. Amos explained to Council how contingency funds are earmarked for the Village Hall project. *(See attached documents, Item C, which are included as references in these minutes).*

D. PUBLIC HEARING

No public hearings were held.

E. Items of Discussion

TIME STAMP 10:40

1. **Discussion of Gates and Private Roads**

Rohit Ammanamanchi, Planning and Zoning Administrator briefly explained how the Village's ordinances are contradictory on the allowance/prohibition of subdivision gates and private streets. Council discussed this item in depth and directed Village Attorney Chaplin Spencer to research liability concerning subdivisions assuming maintenance of their roads. Council will discuss this item again at the June work session.

TIME STAMP 25:45

2. **Discussion and Consideration of Ordinance Amending Budget for Various Salary and Operating Expense Lines in General Government Budget**

OR-2021-XX-XX

An Ordinance Amending the General Fund Budget Ordinance

Be it Ordained by the Village Council of the Village of Marvin, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the General Fund Budget, the revenues and appropriations are to be changed as shown.

TYPE	BUDGET ACCOUNT	AMENDMENT AMOUNT	FROM	TO
Expense	Salary – General Government (Tax Collector - A/C 6002)	($3,988.70)	$13,819.44	$9,830.74
Expense	Operating – General Government (Finance Officer – A/C 6005)	($11.30)	$52,195.00	$52,183.70
Expense	Operating – General Government (NEW Prof Fees – Accounting Services – A/C 5011)	$4,000	$0	$4,000
Expense	Operating – Culture and Recreation (Park Projects – A/C 6765)	($750)	$48,700	$47,950
Expense	Operating – General Government (Occupancy – Lawn Service - A/C 4705)	$554	$2,700	$3,254
Expense	Operating – Transportation (Roundabout Maintenance – A/C 6340)	$196	$1,600	$1,796
Expense	Operating – Culture and Recreation (Trail and Loop Maintenance – A/C 6768)	($2,000)	$2,000	$0
Expense	Operating – Culture and Recreation (Tullamore Landscape – A/C 6770)	($500)	$750	$250
Expense	Operating – Culture and Recreation (Spring Event – A/C 4001d) For "Street Sweep"	$2,500	$0	$2,500
Expense	Operating – General Government (NCLM Dues – A/C 4154)	($158)	$9,000	$8,842
Expense	Operating – General Government (Background Checks – A/C 6103)	$158	$500	$658
Expense	Operating – Culture and Recreation (Park Projects – A/C 6765)	($2,140.06)	$48,700	$46,559.94
Expense	Operating – Culture and Recreation (Playground Mulch – A/C 6750)	$2,140.06	$2,700	$4,840.06

Expense	Operating – Culture and Recreation (Vehicle Repair and Maintenance – A/C 6744)	($375.24)	$4,890	$4,514.76
Expense	Operating – Culture and Recreation (Uniforms – A/C 6712)	$375.24	$750	$1,125.24
Expense	Operating – Culture and Recreation (Park Projects – A/C 6765)	($1,037.06)	$48,700	$47,662.94
Expense	Operating – Culture and Recreation (Spring Event – A/C 4001d) For "Ground-Breaking Ceremony – VH)	$1,037.06	$0	$1,037.06

Reason: To reallocate funds in Operations in the Culture and Recreation Department budget to pay for lawn services, "Street Sweep", additional playground mulch, uniforms and the expenses associated with the Village Hall Ground-Breaking ceremony. In addition, reallocation of general government expenses for Accounting Services for the remainder of the fiscal year and for background checks for new employees.

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

Adopted this 27th day of May 2021.

MOTION: Mayor Pro Tem Vandenberg moved to adopt the Ordinance Amending Budget for Various Salary and Operating Expense Lines in General Government Budget.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 26:40

3. Consider Adoption of Ordinance Establishing Marvin Annual Operating Budget for FY 21-22

BUDGET ORDINANCE
VILLAGE OF MARVIN, NORTH
CAROLINA FISCAL YEAR 2021-2022
OR-2021-XX-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, 2021, and ending June 30, 2022, according to the following schedule:

General Government	$ 783,741
Planning & Zoning	254,302
Public Safety	261,590
Transportation	252,424
Culture and Recreation	214,057
Solid Waste Services	150,000
Contingency	50,000
Transfer to Greenway Loops Capital Project Fund	$10,000
Total Appropriations	**$ 1,976,114**

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 beginning July 1, 2021, and ending June 30, 2022 to meet the foregoing schedules:

Ad Valorem Taxes	$ 931,082	
Unrestricted Intergovernmental	529,682	
Restricted Intergovernmental	147,000	
Permits and Fees	206,050	
Sales and Services	15,300	
Investment Earnings	2,000	
Miscellaneous	30,000	
Fund Balance Appropriation	115,000	
Total Estimated Revenues		$ **1,976,114**

Section 3: The following amounts are hereby appropriated to the Capital Project Fund – Greenway Loop Fund for the fiscal year beginning July 1, 2021 to June 30, 2022.

Trail Construction	$10,000

It is estimated that the following revenues will be available in the Capital Project Fund – Greenway Loop for fiscal year beginning July 1, 2021 to June 30, 2022.

Transfer from the General Fund, Current Revenue	$10,000

Section 4: There is hereby levied a tax at the rate of six cents ($0.06) per one hundred dollars ($100) valuation of taxable property as listed for taxes as of January 1, 2022, 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 5: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. The Budget Officer shall be authorized to reallocate up to $5,000 in appropriations between the budget categories in the foregoing schedules, excepting capital outlay, Salaries and Related Expenditures, 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. The Budget Officer shall be authorized to reallocate funds within each budget category schedule as needed, excepting payroll.
c. The Budget Officer shall be authorized to utilize appropriations contained in contingencies as needed except to increase the Salaries and Related Expenditures schedule. Notification of all such appropriations from contingencies shall be made to the Village Council in the Treasury Report following the month of reallocation.
d. Reallocation of appropriations for capital outlay, Salaries and Related Expenditures, and Public Safety shall require a budget ordinance amendment approved by Village Council.

Section 6: This ordinance shall be the basis of the financial plan for the Village of Marvin during the Fiscal Year 2021-2022. The Budget Officer shall administer the Budget and ensure that Village employees are provided guidance and sufficient details to implement the budget. The Finance Officer shall establish and maintain all records which are 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 Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 27th day of May 2021

MOTION: Mayor Pro Tem Vandenberg moved to adopt the Ordinance Establishing Marvin Annual Operating Budget for FY 21-22.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 27:35

4. **Discussion of Advisory Boards Attendance Policy**

Austin W. Yow, Village Clerk & Assistant to the Manager reflected on the Village's Advisory Boards Attendance Policy and informed Council that two members of the Planning Board are in violation of the policy. Council agreed that Planning Board Chairman John Jones should encourage his Board to respond to quorum checks.

TIME STAMP 33:25

5. **Discuss and Consider Removal of Planning Board Member Mark Petersen**

Planning Board Chairman John Jones explained that Mr. Petersen has a new job and seems to be unable to attend his meetings. He stated that Mr. Petersen has not turned in his Statement of Economic Interest and Code of Ethics forms, neither has he chosen to submit a letter of resignation.

MOTION: Mayor Pro Tem Vandenberg moved to remove Planning Board Member Mark Petersen effective immediately.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 35:40

6. **Discussion of Interpretation of Ordinance Design Review Ordinance 151.251 and Zoning Permit Ordinance 151.182** *(See attached documents, Item E.6., which are included as references in these minutes).*

Ms. Amos explained that the current design review ordinance does not easily allow for changes to plans for non-residential structures. She explained that the Village Attorney has determined that the current zoning ordinance is essentially allowing for "spot zoning," instead of uniform zoning standards as required. The Attorney has advised that the ordinances be rewritten to include uniform architectural and building standards. Ms. Amos asked Council to issue an interpretation of the Zoning Administrator's authority and verification of compliance of the ordinance and how staff may proceed with amending it.

MOTION: Mayor Pro Tem Vandenberg moved to confirm the Zoning Administrator's Verification of Compliance is "substantial" compliance and effect of approval shall include any necessary approvals of minor adjustments consistent with 151.251 this shall include (allowing administrative amendment provided that is does not notably alter conditions or site plan; impact provisions related to abutting properties; alter setbacks, screening, buffers or landscaping; or increase nonresidential development density by the less of 10% of approved square footage or 1,000 square feet AND to direct staff to amend the DRB ordinance to impose Uniform Architectural Standards and to allow provisions for administrative amendments with guidelines.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 42:45

7. **Discuss and Consider Adoption of Resolution to Change the Compensation of the Village Council**

Ms. Amos explained that this resolution is intended to provide the Council additional compensation considering all the additional meetings they attend.

RS-2021-XX-XX

A RESOLUTION TO CHANGE THE COMPENSATION OF VILLAGE COUNCIL

WHEREAS, pursuant to NCGS §160A-64, the Marvin Village Council may fix its own compensation including the compensation of the mayor by adoption of the annual budget ordinance; and

WHEREAS, Village Council seeks to compensate its members based upon both the underlying duties of elected office and attendance at Village Council meetings.

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

1. Compensation for Village Council members is as follows:[1]

    a. Mayor: $370 per month and $150 for each Village Council meeting
    b. Mayor Pro Tem: $364 per month and $130 for each Village Council meeting
    c. Council Members: $345 month and $115 for each Village Council meeting
    d. Mayor/Mayor Pro Tem/Councilmembers: $75 each meeting attended as a Village of Marvin Representative and/or designee and/or board liaison as appointed by Village Council in the following boards: Charlotte Regional Transportation Planning Organization; or Western Union County Municipal Alliance (or its

[1] Annual compensation based twenty-five Village Council meetings and no deductions for absent meetings is $9,100 for the Mayor; $8,520 for Mayor Pro Tem; and $7,920 for Council Members. Annual compensation includes the meetings described in Section 1(D) of $900 per member which equates from one meeting per month per member.

equivalent); or Village of Marvin Parks, Recreation, and Greenways Board; or Village of Marvin Planning Board; or Village of Marvin Municipal Heritage District Board (or its equivalent). Each member shall only be entitled to compensation for one representative meeting per month.

2. For meetings application to sections 1(a)-(c), a Village Council meeting shall only mean and refer to a validly called Village Council meeting with a quorum present. Further, any Village Council meeting concluding within one (1) hour of the commencement of another Village Council meeting shall constitute one (1) meeting. The Clerk's attendance records will be used to determine eligible payments in this section.

3. For meetings applicable to section 1(d), each applicable board member shall notify the clerk of his/her attendance of any meetings attended to these organizations if they are not a Village of Marvin sanctioned board. Notification of said attendance shall take place no later than ten days prior to the end of the month or the stipend may have to be applied to the following months' pay. Failure to notify the clerk of attendance of meetings applicable to this section within three (3) months of the meeting is subject to nonpayment.

4. Village Council members absent for more than three (3) Village Council meetings during any fiscal year, without valid excuse, shall not be compensated for such meetings. Upon request by any Village Council member, Village Council shall vote on the merits of any justification to determine such absence excused.

5. Village Council members absent for three (3) or more consecutive Village Council meetings shall not be compensated for such meetings, regardless of the reason.

6. The compensation schedule set forth in this Resolution is subject to and conditioned upon its approval in the Village's annual budget ordinance. Subject to approval in the budget ordinance, the compensation schedule shall commence on July 1, 2021.

Adopted this 27th day of May 2021.

MOTION: Mayor Pro Tem Vandenberg moved to adopt the Resolution to Change the Compensation of the Village Council.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 43:55

8. Consider Updating Bank of America Credit Card Authorized Persons to Conduct Business to Include Christina Alphin-Amos and Julie Rothrock

MOTION: Mayor Pro Tem Vandenberg moved to update the Bank of America Credit Card Authorized Persons to Conduct Business to Include Christina Alphin-Amos and Julie Rothrock.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 44:25

9. Discussion and Consideration of Authorizing Village Manager to Approve Change Orders and Contingencies of up to $200,000 Previously Allocated in the Village Hall Agreement with Randolph & Son Builders

Ms. Amos explained that the Council previously approved a $200,000 contingency for the Village Hall project. She asked for guidance on how to approve project change orders within the contingency. Council discussed this item in depth.

MOTION: Councilman Wortman moved to allow the Village Manager to make change orders up to $50,000 during the course of construction on Village Hall.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 48:50

10. Discussion and Consideration of Amending Agreement with Sonshine Construction to Allow Contingencies for Unsuitable Conditions and Authorize Village Manager to Approve Change Orders and Contingencies of up to $10,000 *(See attached documents, Item E.10., which are included as references in these minutes).*

Ms. Amos explained that these contingencies are for the sanitary sewer extension at the Village Hall site.

MOTION: Councilman Wortman moved to allow the Village Manager to approve change orders up to $10,000 for Sonshine Construction for construction of the sewer line for Village Hall attachment and to allow contingencies for unsuitables.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 50:50

11. **Discussion and Consideration of Exempting Three Bid Requirement and Award Contract to Terracon for Third Party Testing at Village Hall Site at a Price Not to Exceed $15,000 and Authorize Manager to Execute Agreement**
Ms. Amos and Councilman Wortman explained that this third-party testing is going to test the aspects of construction outside the realm of County building inspections. *(See attached contract, Item E.11., which is included as a reference in these minutes).*

MOTION: Mayor Pro Tem Vandenberg moved to exempt the three-bid requirement and award contract to Terracon for third party testing at Village Hall Site at a price not to exceed $15,000 and authorize Manager to execute agreement.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 52:40

12. **Discussion and Consideration of Exempting Three Bid Requirement and Award Contract to DL Mullis for Well Drilling at Village Hall Site at a Price Not to Exceed TBD and Authorize Manager to Execute Agreement Contingent Upon Attorney Review**
Ms. Amos explained that limited staff resources have made it difficult to get three quotes. She added that she expects the well drilling to cost approximately $12,000. Council discussed this item in depth and directed Ms. Amos to get a second quote.

TIME STAMP 55:40

13. **Discussion and Consideration of Off-Duty Officer Change of Hours Request**
Ms. Amos stated that Council previously asked her to request that the hours for the off-duty officers that direct traffic at the New Town and Marvin Road intersection begin at 4pm instead of 4:30pm. She added that the off-duty coordinator informed her that he thinks that shifting the hours would result in much fewer officers being available to direct traffic.

TIME STAMP 58:10

14. **Discussion and Consideration of Request from Brett Parker of 8037 Stonehaven Drive to Repair Damaged Irrigation Lines** *(See attached documents, Item E.14., which is included as references in these minutes).*
Ms. Amos explained that the homeowner in Weddington Chase has accused the Village of damaging irrigation lines while addressing a nearby sinkhole. The Village's contract engineer with AMT stated that the repairs occurred 20 feet from the damaged lines. Council discussed the item in depth and agreed that the damage likely did not occur from the repairs.

TIME STAMP 1:03:35

15. **Call for Public Hearing for Zoning Text Changes Related to Compliance with NCGS §160D and Other Minor Miscellaneous Amendments to be held on June 8, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin**
MOTION: Mayor Pro Tem Vandenberg moved to call for a public hearing for zoning text changes related to compliance with NCGS §160D and other minor miscellaneous amendments to be held on June 8, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 1:04:10

16. **Call for Public Hearing for Temporary Use Permit for a Construction Office Trailer at the New Village Hall Site, 10006 Marvin School Road, to be held on June 8, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin**
MOTION: Mayor Pro Tem Vandenberg moved to call for a public hearing for a Temporary Use Permit for a construction office trailer at the new Village Hall Site, 10006 Marvin School Road, to be held on June 8, 2021 at 6:30 pm at Village Hall, 10004 New Town Road, Marvin.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 1:04:35

17. **Discussion of Time Capsule Ideas**
Mayor Pro Tem Vandenberg explained that a time capsule should be buried on the site of the new Village Hall. Council discussed this item in depth and agreed that staff should pursue this idea and to solicit the community for ideas.

TIME STAMP 1:07:50

18. **FYI-Contract List for FY 21-22** *(This item is available for inspection and duplication upon request).*
Ms. Amos explained that this item is informational and shows all the active contracts for the Village in FY 2021-2022.

TIME STAMP 1:09:00

19. **Discussion and Consideration of Solid Waste Selection Committee**
Ms. Amos explained that Council may wish to establish a committee to select a solid waste vendor to considering various criteria. Council agreed that a committee was not necessary and that they will pick a vendor at the June 8th regular meeting.

TIME STAMP 1:12:00

20. **Discussion and Consideration of Solid Waste Utility Fee vs. Tax Increase** *(See attached documents, Item E.20., which are included as references in these minutes).*
Ms. Amos explained that the Village may raise taxes by .5 cents or establish an impact fee that would be collected with property taxes annually. Council agreed to establish an impact fee for solid waste and recycling collection services.

TIME STAMP 1:14:35

21. **Call for Public Hearing to Discuss and Consider the Construction Plan of 7-Eleven at Marvin Gardens to be held on June 8th at 6:30 pm at a Village Hall, 10004 New Town Road, Marvin**
MOTION: Mayor Pro Tem Vandenberg moved to call for public hearing to discuss and consider the construction plan of 7-Eleven at Marvin Gardens to be held on June 8, 2021 at 6:30 pm at a Village Hall, 10004 New Town Road, Marvin.
VOTE: The motion passed unanimously, 3-0.

TIME STAMP 1:15:25

22. **Review of Council Minutes from the 4/13/21 (Budget Work Session), 4/13/21 (Regular), 4/20/21 (Special), 4/28/21 (Village Hall Design Finishes Subcommittee), 5/6/21 (Special), 5/11/21 (Special), 5/11/21 (Budget Work Session), 5/11/21 (Regular), 5/12/21 (Spring Town Hall), and 5/17/21 (Village Hall Design Finishes Subcommittee) Meetings**
Council reviewed the draft minutes and made no changes. Council directed Mr. Yow to place the minutes on the consent agenda for the June 8 meeting.

F. Open Topics

TIME STAMP 1:20:20

1. **Belle Grove Greenway**
Councilman Marcolese spoke about the recent Coffee with Council, at which a few residents attended from the Belle Grove subdivision. These residents were concerned about the proposed greenway that would circumvent their neighborhood. They stated that this greenway would connect to a cul-de-sac where crimes occur, including drug dealing, prostitution, public defecation. These residents argued that the proposed greenway should be scrapped. Mr. Ammanamanchi explained that the residents have privacy concerns and that they are already experiencing unwanted guests in their neighborhood. Council discussed this in depth.

2. **Letter to Recognize Marvin Ridge High School Graduates**
Mayor Pollino explained that someone requested him to draft a letter to recognize the accomplishments of 2021 Marvin Ridge High School Graduates. He asked Mr. Yow to send the draft letter to Councilmembers Lein and Marcolese.

G. Communications

TIME STAMP 1:37:35

1. **Discussion and Consideration of Communications for June 2021**
Mr. Yow presented the draft list of communications to Council. Council discussed the list in depth and added additional topics. He then explained to Council that a local magazine wishes to interview or publish autobiographical information about members of the Village Council. Council agreed that they did not wish to participate but appreciated the opportunity.

H. Reports and Updates

TIME STAMP 1:46:30

1. **Manager's Report**
    a. **Street Sweeping Agreement**
    Ms. Amos stated that the street sweep contract was much cheaper than expected, so staff is looking into doing these street cleaning quarterly, as needed. Councilman Marcolese lost connection 8:20pm and regained connection at 8:21pm.

    b. **NCGA Funds for Roundabout**
    Ms. Amos informed Council that the Village has had $103,000 appropriated by the North Carolina General Assembly for the planned roundabout at the intersection of New Town and Marvin Road.

TIME STAMP 1:49:50

2. **Planner's Report**
    a. **Discussion of Timeline for Marvin Heritage District Zoning Adoption**
    Mr. Ammanamanchi explained that the draft zoning district is complete and will be reviewed by the Marvin Heritage District Strategic Plan Committee, as well as the Planning Board at their June meetings. He added that Council is

scheduled to review the district at the June work session and will potentially consider the district for adoption at their July regular meeting.

Mr. Ammanamanchi then clarified for Council that the MHD Committee will then proceed to writing the strategic plan, which would focus on topics such as marketing, business recruitment, branding, wayfinding, etc. Council discussed this item in depth.

I. AGENDA ITEMS

TIME STAMP 1:56:10

1. **Review of Action Items and Ongoing Action Item List**
   - Ms. Amos will obtain a second quote for drilling an irrigation well on the Village Hall site.
   - Ms. Amos will ask our officers to patrol the Belle Grove subdivision.
   - Ms. Amos and Mr. Ammanamanchi will ask the Village Attorney to examine the Village's liability over allowing subdivisions to assume maintenance of their roads.
   - Mr. Ammanamanchi will investigate getting streetlights installed in the Belle Grove subdivision.
   - Mr. Ammanamanchi will place discussion of the Belle Grove Greenway on the PR&G Board's agenda for June 1.
   - Mr. Yow will send all applications for the Planning Board to the Council.
   - Mr. Yow will inform Mark Petersen that he has been removed from the Planning Board.
   - Mr. Yow send out communications regarding a time capsule to be buried at the new Village Hall.
   - Mr. Yow will send the letter recognizing Marvin Ridge High School graduates to Councilmembers Lein and Marcolese.

Council did not review the Ongoing Action Item List.

TIME STAMP 1:58:00

2. **Council Comments**

Mayor Pollino: He thanked staff for their hard work despite being short-staffed. He congratulated everyone for passing the budget, as well as Marvin graduates for their academic accomplishments.
Councilman Marcolese: He thanked staff for their hard work. He highlighted the work of Ms. Amos, Mr. Yow, and Mr. Ammanamanchi. He thanked former Finance Officer Jamie Privuznak for all her hard work while employed with the Village.
Councilman Wortman: He asked staff about how Council will transition back to normal once the COVID-19 states of emergency are revoked.

J. CLOSED SESSION

TIME STAMP 2:03:45

1. **Recess into Closed Session Pursuant of NCGS §143-318.11(a)(1)(6) for Review and Approval of Closed Session Minutes from the 2/19/21, 3/10/21, 5/11/21 Council Meetings; and to Discuss Personnel**

MOTION: Councilman Wortman moved to recess into closed session pursuant of NCGS §143-318.11(a)(1)(6) for review and approval of closed session minutes from the 2/19/21, 3/10/21, 5/11/21 Council Meetings; and to Discuss Personnel.
VOTE: The motion passed unanimously, 3-0.

(Recording omits Closed Session)

MOTION: Mayor Pro Tem Vandenberg moved to into open session.
VOTE: The motion passed unanimously, 3-0.

K. OPEN SESSION

TIME STAMP

23. **Consider Temporary Assignment of Finance Officer to Christina Amos AND Consider Interim Pay per Personnel Policy Article III, Section 8**

MOTION: Mayor Pro Tem Vandenberg moved to appoint Christina Amos as the Interim Finance Officer and authorize interim pay per Personnel Policy, Article III, Section 8 and authorize 20% retention bonus for Christina Amos and authorize the Village Manager to distribute a retention bonus for remaining employees as she deems appropriate with available salaries.
VOTE: The motion passed unanimously, 3-0.

L. ADJOURNMENT

MOTION: Mayor Pro Tem Vandenberg moved to adjourn the meeting.
VOTE: The motion passed unanimously, 3-0.

Adopted: 7-13-21

Joseph E. Pollino Jr., Mayor
Village of Marvin

Austin W. Yow
Village Clerk & Assistant to the Manager

VILLAGE OF MARVIN
SEAL
N. C.

Item-Village Hall

Item C.

Contingency

Contract Award:	$ 200,000
Total Expense:	$ 150,129.13
Balance:	**$ 49,870.87**

INSERT INVOICES HERE →

Expense Type	Allocation	Total Expense	% Expended
			#DIV/0!
CO Number 1 AND 2 (Fence Removal; door hardware)		14545.07	
CO number 3		$ 5,584	
		$ 20,129	
Anticapated COs			
differnce for Overages in Furniture/AV/Security		$ 75,000.00	
Well/Pipes		$ 15,000.00	
Landscape lighting		$ 5,000.00	
San Sewer Unsuitables		$ 20,000.00	
light fixture updates		$2,500	
Underbrush Cleaning		$ 2,500.00	
Terragon (3rd Party Testing)		$ 10,000.00	
Total:	**$ -**	**$ 150,129.13**	

Construction Management
Change Proposal Form

Project	~~Bee Safe Storage & Wine Cellar~~ Marvin Village Hall	**Proposal #**	**CO #02 05/21/2021**
General Cont:	Randolph & Son Builders, Inc.	**RSB Job#**	**R-549-21**
Subcontractor	Latham Doors & Hardware	**Subcontractor #**	

Description of Change

Add to change door hardware to black per owner's comments. Quote date 05/18/2021 from the supplier attached.

Materials (Attach list with quantity, item, unit $, mh, OT mh, Total $)

1	Total direct cost of materials	$ -	
	Materials:	$ -	
2	Overhead and profit on Item 1	$ -	
	(17% max. inc. small tools & consumables)		
3	Sales Tax	$ -	
4	Shipping & Transportation	$	
		Materials Subtotal	**$ -**

Labor (Include time sheets if requested)

5	Total man hours ___ @ $_____(avg payroll wage rate/Hr)	$ -	
6	Overhead and profit on Item 5	$ -	
	(17% max. on straight labor cost, not premium portion, O&P includes supervisor's time.)		
7	Payroll taxes & insurance @ 35%	$ -	
		Labor Subtotal	**$ -**

Equipment Rental (Include quotes and pick-up/delivery tickets)

8	Equipment rental	$ -	
9	Overhead and profit on Item 8 (17% maximum)	$ -	
		Equipment Rental Subtotal	**$ -**

Subcontractors (includes quotes with material and equipment back up)

10	Subcontractors: Latham Doors & Hardware	$ 11,297.00	
	Subcontractors: Sales Tax- 6.75%	$ 762.55	
	Subcontractors:	$ -	
	SUBCONTRACTORS TOTAL:	$ 12,059.55	
11	Overhead and profit on Item 10 (10% maximum)	$ 1,205.95	
		Subcontractor Subtotal	**$ 13,265.50**

	Subtotal of Proposal		**$ 13,265.50**
12	Bonds (1.25% of subtotal of proposal)	$ 165.82	
Total of Change Proposal			**$ 13,431.32**

Time Extension Request

Contractor's Signature **5/21/2021** ***Date***

Construction Management
Change Proposal Form

Project	Marvin Village Hall ~~Bee Safe Storage & Wine Cellar~~	**Proposal #**	CO #01 05/21/2021
General Cont:	Randolph & Son Builders, Inc.	**RSB Job#**	R-549-21
Subcontractor	Griffin's Grading	**Subcontractor #**	

Description of Change

Add to remove & dispose hazardous fence onsite per email sent on 05/19/2021 with images

Materials (Attach list with quantity, item, unit $, mh, OT mh, Total $)

1	Total direct cost of materials	$ -	
	Materials:	$ -	
2	Overhead and profit on Item 1	$ -	
	(17% max. inc. small tools & consumables)		
3	Sales Tax	$ -	
4	Shipping & Transportation	$	
		Materials Subtotal	**$ -**

Labor (Include time sheets if requested)

5	Total man hours ___ @ $_____(avg payroll wage rate/Hr)	$ -	
6	Overhead and profit on Item 5	$ -	
	(17% max. on straight labor cost, not premium portion, O&P includes supervisor's time.)		
7	Payroll taxes & insurance @ 35%	$ -	
		Labor Subtotal	**$ -**

Equipment Rental (Include quotes and pick-up/delivery tickets)

8	Equipment rental	$ -	
9	Overhead and profit on Item 8 (17% maximum)	$ -	
		Equipment Rental Subtotal	**$ -**

Subcontractors (includes quotes with material and equipment back up)

10	Subcontractors: Griffin's Grading	$ 1,000.00	
	Subcontractors:	$ -	
	Subcontractors:	$ -	
	SUBCONTRACTORS TOTAL:	$ 1,000.00	
11	Overhead and profit on Item 10 (10% maximum)	$ 100.00	
		Subcontractor Subtotal	**$ 1,100.00**

	Subtotal of Proposal		**$ 1,100.00**
12	Bonds (1.25% of subtotal of proposal)	$ 13.75	
Total of Change Proposal			**$ 1,113.75**

Time Extension Request 1 day

_____ 5/21/2021

Contractor's Signature ***Date***

Construction Management
Change Proposal Form

Project	Marvin Village Hall ~~Bee Safe Storage & Wine Cellar~~	**Proposal #**	CO #03 05/27/2021
General Cont:	Randolph & Son Builders, Inc.	**RSB Job#**	R-549-21
Subcontractor	Griffin's Grading	**Subcontractor #**	

Description of Change

Add to accommodate changes based on updated drawing changes sent on 05/07/2021. Quote from Griffin's Grading is attached dated 05/27/2021.

Materials (Attach list with quantity, item, unit $, mh, OT mh, Total $)

1	Total direct cost of materials	$ -	
	Materials:	$ -	
2	Overhead and profit on Item 1 (17% max. inc. small tools & consumables)	$ -	
3	Sales Tax	$ -	
4	Shipping & Transportation	$	
		Materials Subtotal	$ -

Labor (Include time sheets if requested)

5	Total man hours ___ @ $_____(avg payroll wage rate/Hr)	$ -	
6	Overhead and profit on Item 5 (17% max. on straight labor cost, not premium portion, O&P includes supervisor's time.)	$ -	
7	Payroll taxes & insurance @ 35%	$ -	
		Labor Subtotal	$ -

Equipment Rental (Include quotes and pick-up/delivery tickets)

8	Equipment rental	$ -	
9	Overhead and profit on Item 8 (17% maximum)	$ -	
		Equipment Rental Subtotal	$ -

Subcontractors (includes quotes with material and equipment back up)

10	Subcontractors: Griffin's Grading	$ 5,013.75	
	Subcontractors:		
	Subcontractors:	$ -	
	SUBCONTRACTORS TOTAL:	$ 5,013.75	
11	Overhead and profit on Item 10 (10% maximum)	$ 501.38	
		Subcontractor Subtotal	$ 5,515.13

	Subtotal of Proposal		$ 5,515.13
12	Bonds (1.25% of subtotal of proposal)	$ 68.94	
	Total of Change Proposal		$ 5,584.06

Time Extension Request

Contractor's Signature _____ ***Date*** 5/27/2021

CHANGE ORDER REQUEST

To: Randolph & Son Builders, Inc
Attention: Manish Vengopal

Project: Marvin Village Hall
10006 Marvin School Road
Marvin, NC 28173

COR Date: 5/27/2021

COR#: Revised 1

Summary of Changes

1. CHANGE IDENTIFICATION: The following changes are hereby requested to the above-referenced Subcontract/Purchase Order:

Description: Drawing Changes

1) MATERIAL (See estimated detailed report)	$	1,273.80
2) MATERIAL TAX: 6.75%	$	85.98
2) LABOR (See estimated detailed report)	$	3,000.00
3) EQUIPMENT	$	-
4) OTHER	$	-
SUBTOTAL #1	$	4,359.78
5) OVERHEAD AND PROFIT	$	653.97
SUBTOTAL #2	$	5,013.75
TOTAL THIS REQUEST	$	5,013.75

(See page 2 for detailed break down)

3. ADJUSTMENT TO TIME FOR PERFORMANCE: In connection with the change(s) notes in Section 1, Subcontractor requests that its time for performance under the Subcontractor/Purchase Order will be adjusted as follows:

Stop Date: _____

Estimated Days to Complete Change Order: _____ (Days)

(Date total will be calculated as of date of Change Order Request execution date.)

Amount of Days Delayed: _____ (Days)

Total: _____ (Days)

By executing this Change Order, Subcontractor attests that the Subcontract/Purchase Order adjustment provided herein is adequate and constitutes payments compensation in full for all costs, claims, markup, and expenses, direct or indirect, attributable to this or any other prior Change Orders. Subcontractor further attests that the Subcontract/Purchase Order adjustment provided herein constitutes in full for any delays, acceleration, or loss of efficiency encountered by Subcontractor in the performance of the work through the date of this Change Order, and for performance of this and any prior Change Orders by or before the date of Substantial Completion.

Subcontractor
Griffin's Grading, LLC

By: _____
(Signature)

(Date)
5/27/2021
(Printed Name)

If not signed within 10 days this document is subject to cancellation or change.

Contractor

By: _____
(Signature)

(Date)

(Printed Name)

GRIFFIN'S GRADING
Po Box 459
Wingate NC 28174
griffinwy@aol.com

CHANGE ORDER REQUEST BREAK DOWN

DATE: 5/27/2021
CHANGE ORDER REQUEST #: Revised 1

Marvin Village
PROJECT NAME

SUBJECT: Drawing Changes

The following is our proposal for the cost and/or time impact of a change in the work originally define under our contract for the above referenced project.

CHANGE / COSTS SUMMARY:

ITEM	DESCRIPTION	LABOR	MATERIAL	EQUIPMENT	OTHER
1.	(2) Tree Removal	$ 1,425.00			
2.	DI-10 Lowered .63 (No Charge)	$ -			
3.	Credit 53.90' of 15" RCP		$ (714.00)		
4.	53.90' of 18" RCP		$ 1,987.80		
5.	669.0 Proposed Line Around DI-10	$ 1,575.00			

TOTAL LABOR		$	3,000.00
TOTAL MATERIALS		$	1,273.80
MATERIAL TAX	6.75%	$	85.98
TOTAL EQUIPMENT		$	-
TOTAL OTHER		$	-
SUBTOTAL		$	4,359.78
OVERHEAD	5.00%	$	217.99
PROFIT	10.00%	$	435.98

CHANGE ORDER REQUEST TOTAL $ 5,013.75

We have not included cost for any work not clearly called out and reserve the right to quote same. We call your attention to all exclusions and qualifications detailed in any attachments. If you have any questions please call Wayne Griffin at (704) 400-4032.

Item E. 6.

SPENCER & SPENCER, P.A.

Attorney-Client Confidential
M E M O R A N D U M

TO: Village Council

FROM: Chaplin Spencer

DATE: **May 26, 2021**

RE: DRB Requirements

I was asked about how to amend Village Hall plans approved through the Design Review Board regulations which do not contain clear guidance regarding amendments. First, I believe that the DRB regulations imposed by Marvin Zoning Code § 151.215 are invalid and should be rewritten to regulate through *uniform* architectural and building standards. There should also be an amendment setting forth administrative amendment guidelines. Unfortunately, both a zoning amendment and DRP plan amendment through the formal process take extensive time including Planning Board and Village Hall approval. There is a pragmatic interpretation for a short-term solution allowing Village Hall to proceed without substantial delay.

The DRB regulations require approval of any nonresidential development with the "exact location" of structures, parking facilities and sidewalks. Marvin Zoning Code § 151.215(E)(2)(f). Moreover, the DRB regulation requires approval of "specific individual building design plans" including floor plans (with square footage); four-sided, color technical elevations (with height, floor levels, roof form and pitch, exterior materials, and door and window locations); illustrative renderings with architectural elements including lighting and other fixtures); and specific landscaping plans. Marvin Zoning Code § 151.215(E)(3). These provisions attempt to impose unique conditions in general zoning districts. Zoning generally requires uniform regulation within respective zoning districts.

"Except as authorized by the foregoing, all regulations shall be uniform for each class or kind of building throughout each district but the regulations in one district may differ from those

in other districts." N.C.G.S. § 160D-703(c).[1] The zoning statutes allow conditions through conditional zoning. However, conditional zoning must be requested by the property owner and all conditions agreed upon.

> Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. Specific conditions may be proposed by the petitioner or the local government or its agencies, but only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by this section, a local government may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

N.C.G.S. § 160D-703(b). Properly imposed conditional zoning regulations cannot overly regulate and "shall be limited to those that address the conformance of the development and use of the site to local government ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site." N.C.G.S. § 160D-703(b) The conditional zoning statute also expressly allows administrative modification of minor changes.

In Kerik v. Davidson Cty., 145 N.C. App. 222, 551 S.E.2d 186 (2001), the local government imposed an additional buffer with the rezoning. The court voided the buffer provision because of lack of uniformity.

> Finally, we turn our attention to the proposed buffers on the rezoned property. Our Supreme Court has stated:
> 'When a city adopts a zoning ordinance restrictions on use must be uniform in all areas in a defined class or district. Different areas in a municipality may be put in the same class. The law does not require all areas of a defined class to be contiguous, but when the classification has been made,

---

[1] The zoning statutes do allow height, numbers of stories, size and related regulations. See N.C.G.S. § 160D-702. However, these regulations are subjection to the "uniformity" requirements of N.C.G.S. § 160D-703.

> all areas in each class must be subject to the same restrictions.'
>
> At bar, Sowers' application for rezoning indicated the existence of several undisturbed buffers on the property. Additionally, the Board of Commissioners imposed the restriction of a 100 foot buffer along the western boundary of Parcel V. The record supports that these buffers only applied to Sowers' property, and they were not imposed on similarly zoned property in any other location in Davidson County. 'Since the [provisions regarding buffers] exceeded statutory limitations imposed by the General Assembly when it enacted the statutes delegating to cities power to enact zoning ordinances, the [provisions are] void.'

Kerik, 145 N.C. App. at 234, 551 S.E.2d at 194 (citations omitted).

The Village of Marvin is imposing special zoning requirements on any nonresidential structure through the DRB regulations. This is beyond the scope of zoning because it results in non-uniform regulation outside of a conditional zoning district.

The DRB provision states if an applicant "provides alternative plans" that differ from "approved plans," then the applicant must get Planning Board and Village Council approval. Marvin Zoning Code § 151.251(D)(2)(e); (D)(5)(n). The language does not discuss amendment of DRB approved plans and may only apply with original applications that differ from Village ordinances and plans. Subsection (D)(6) governs the effect of DRB plan approval.

> (a) Specific site & design plans shall be updated and in final form, prior to approval. However, in the event design plans have not been updated to reflect conditions placed on those plans by the Planning Board and the Council, the Zoning Administrator shall ensure all design plans are revised and in compliance, prior to issuing a zoning permit pursuant to § 151.182.
>
> (b) Once the Zoning Administrator has verified plans comply with all applicable ordinances, conditions and prior approvals, a zoning permit may be issued.

For conditional zoning, the Marvin Zoning Ordinance expressly allows minor administrative modifications.[2] There is no express provision for DRB approved plans. However, the Village could take a pragmatic approach of interpreting the zoning code. A real-world approach to "comply" is "substantially comply" as building and construction plans are often tweaked once field and practical conditions are realized. There could be flexibility in final approval or the definition of final form to allow approval of final modified plans that **substantially** comply with all imposed conditions and approvals. The Zoning Administrator can verify the plans **substantially** comply with prior approvals to issue a permit in this and other zoning code sections. Basically, infer a "substantial" compliance with plan and permit approvals.

The Village Board needs to confirm its interpretation that Zoning Administrator's verification of plan compliance is substantial compliance and includes approval of minor adjustments that otherwise comply with all Village requirements.

The Village Board should also instruct Planning Staff to consider amendments to clarify the DRB regulations.[3]

There is risk to legal challenge or criticism for not following the Zoning Code. I doubt that citizens would have legal standing to sue unless they can prove damages different from the general public.

---

[2] Marvin Zoning Code § 151.251(D)(13)(allowing administrative amendment provided that is does not notably alter conditions or site plan; impact provisions related to abutting properties; alter setbacks, screening, buffers or landscaping; increase residential development; or increase nonresidential development density by the less of 10% of approved square footage or 1,000 square feet).

[3] There is no need to be express about the clarification but the amendment should amend the DRB regulation by imposing uniform architectural standards and allowing administrative amendment with guidelines.

Item E.10.

INSTRUCTIONS TO BIDDERS

All Bids shall be placed in a sealed envelope with the following information printed on the outside of the envelope:

BID FOR:	Marvin Town Sanitary Sewer Extension *Project Name*	**BID ID # 1001**
BIDDER'S NAME:	SONSHINE CONSTRUCTION, INC. *Contractor's Name*	
DO NOT OPEN UNTIL:	March 23, 2021 12:00 p.m. E.S.T *Bid Opening Date & Time*	

BID BOND: Each proposal must be accompanied by a Bid Deposit of cash, certified check or a fully executed Bid Bond payable to the Village of Marvin in an amount of five percent (5%) of the gross amount of the base-bid proposal executed in accordance with and conditioned as prescribed by North Carolina General Statute 143-129 as amended.

BIDS ARE FIRM OFFERS: All Bids shall be firm offers to contract for 120 days from the Bid Deadline. Unless forfeited, Bid Bonds shall be returned to Bidders upon the earlier of Contract Award or 180 days from the Bid Deadline.

BID PHASE CONTACT: For questions regarding the Project or Instructions to Bidders, contact: Christina Alphin, Village Administrator. The Village will attempt to answer all questions in writing by addenda. THE VILLAGE WILL NOT MAKE ORAL REPRESENTATIONS AND BIDDERS MAY NOT RELY ON ORAL REPRESENTATIONS.

ADDENDA: Addenda will be filed on Village's website and delivered by email to all persons who have requested Contract Documents. The Bidder shall be responsible for inquiring if Addenda have been issued.

SELECTION CRITERIA: It is the intent of the Village to award a Contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the Village reserves the right to reject any and all bids. The Village reserves the sole right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Village's judgment, is in the Village's own best interests. Alternates will be reviewed in consideration of the overall project cost to determine feasibility within the project budget. The Village shall accept or reject any alternates in any order or combination. To determine the lowest bidder, the Village shall calculate the sum of the total base bid and/or the deduction or addition of the alternates, if accepted. Consideration will be given only to Bids from contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them.

ONLY 1 BID PER ENTITY: No entity or person may submit or participate in the submission of more than one (1) Bid.

INSTRUCTIONS TO BIDDERS

NEGOTIATIONS WITH APPARENT LOW BIDDER: The Village reserves the right to negotiate with the lowest responsive and responsible bidder if the bid exceeds estimated costs or available funds. Negotiations may include reduction in bid price, modification, and/or reduction in scope of the work, substitution of materials, or any other alterations to the work, so that the low bid is reduced to within available funds, including a reasonable fund balance for contingency funds to be available during the course of construction.

CONTRACT AWARD: The Village will inform the Selected Bidder of its selection and request that the Selected Bidder submit the executed Agreement plus insurance certificates and payment and performance bonds. The Selected Bidder shall submit the requested documents so that they are received by Village within 10 calendar days (or such other time as designated by Village) from the date of notice of selection. The Selected Bidder's failure to do so will result in forfeiture of its bid bond. The contract shall not be deemed awarded and this Agreement shall not be binding on the Village unless and until both the Selected Bidder and Village have both executed the Agreement.

MBE Goal: The MBE participation goal for this contract is 10%.

Signed by: [signature] Printed: MATT FARVIE
(Contractor's authorized company representative)

Contractor's Name: SONSHINE CONSTRUCTION INC.

BID PROPOSAL FORM

PROJECT NAME: MARVIN VILLAGE HALL
10006 MARVIN SCHOOL ROAD
MARVIN, NC 28173- SANITARY SEWER LINE EXTENSION.

NAME OF BIDDER: Sonshine Construction, Inc.

The undersigned bidder hereby offers, in the lump sum amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation and permits for the construction of the Village of Marvin Village Hall at 10006 Marvin School Road, Marvin, NC, if this offer is accepted by the Village.

TOTAL AMOUNT OF BASE BID $78,957.20 LUMP SUM
(use figures only)

The base bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable allowances and taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Village will use the lower figure despite the bidder's intent.

Additionally, provide the amounts for the following divisions:

- Division 01 — General Requirement $5600
- Division 02 — Site Construction $73,357.20
- Division 03 — Concrete
- Division 04 — Masonry
- Division 05 — Metals
- Division 06 — Wood and Plastics
- Division 07 — Thermal and Moisture Protection
- Division 08 — Doors and Windows
- Division 09 — Finishes
- Division 10 — Specialties (Signage, bathroom accessories, fire extinguishers, etc) $
- Division 11 — Equipment (appliances) $
- Division 12 — Furnishings (window blinds, casework, etc.)

$

- ~~Division 13 — Special Construction~~
- ~~Division 14 — Conveying Systems~~
- Division 15 — Mechanical/Plumbing
- Division 16 — Electrical

BID PROPOSAL FORM

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned acknowledges receipt of the following addenda:

No. __1_____	Dated: _3-1-21_____	No. _4__	Dated: 3-22-21
No. _2_____	Dated: _3-9-21_____	No. _____	Dated: ____
No. _3_____	Dated: _3-16-21_____	No. _____	Dated____

SONSHINE
CONSTRUCTION, INC.

5-6-21

Sonshine Construction, Inc.
9110 Hood Rd.
Charlotte, N.C 28215

Attn: Village of Marvin (Christina Amoz)
RE: Unsuitables pricing submittal
Address: 10006 Marvin School Rd. Marvin, N.C 28173

To Whom It May Concern,

It has come to our attention that our recent bid submittal for the Marvin Town Hall project included the unsuitable conditions pricing included in the bid, but should have been included in the Sewer Extension Pricing. Please use the following breakdowns and add to our proposal for the sewer extension. They are as follows:

- Undercut unsuitable soils & haul offsite- $21/CY
-Import compactable fill- $21/CY
-Rock excavation hauled offsite- min qty. 50- $165/CY
-Trench rock hauled offsite- min qty. 50- $195/CY

Sincerely

Matt Farnie -Manager

When separate contracts are let within the limits of any one project, each contractor shall conduct his/her Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

2.12 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

2.13 INSPECTION OF THE WORK

All materials and each part or detail of the Work shall be subject to inspection by the Owner or Owner's inspectors, and representatives of Union County Public Works. The Owner and Owner's inspectors, and representatives of Union County Public Works shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
If the Owner or Owner's inspector, or representative of Union County Public Works requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any Work done or materials used without supervision or inspection by the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner failed to inspect after having been given reasonable notice in writing that the Work was to be performed.

2.14 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

2.15 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at its own expense.

2.16 RETEST OF WORK

When as provided for in the Contract Documents, the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

2.17 CHARACTER OF WORKERS, METHODS AND EQUIPMENT

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the contract, plans, and specifications.

Any person employed by the Contractor or by a subcontractor who, in the opinion of the Owner does not perform its work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.

The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.

2.18 FIRE PREVENTION

A. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Contract Work area clear of all trash at all times.

B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

C. Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed, and welding activities shall be shielded. The Contractor shall post a Hot Work Permit whenever an open flame shall be utilized for work.

2.19 PUMPING AND DRAINAGE

Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner and other public agencies having jurisdiction.

2.20 DUST CONTROL

The Contractor, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

Item. E.11.

Village of Marvin

CONTRACT FOR SERVICES
STANDARD FORM

Date: May 19, 2021

10004 New Town Road
Marvin, NC 28173
Phone (704) 843-1680 * Fax (704) 843-1660
manager@marvinnc.org

CONTRACTOR INFORMATION	Chad W. Andersen, P.E. Terracon Corp. 2701 Westport Road Charlotte, NC 28208	**LOCATION OF WORK/SERVICES TO BE PERFORMED (If not Village Hall)**	10006 New School Road Marvin, NC (new Village Hall site)

This Contract for Services, and all attachments, (collectively this "Contract") is made and effective this 17th day of May 2021 by and between the Village of Marvin, a municipal corporation of the State of North Carolina, (the "Village") and Terracon Corp. ("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 construction materials testing services for the new Village Hall referenced in the Terracon Cost Estimate which is attached hereto and incorporated herein ("Project Proposal").

2. **Specifications / Contract Documents.** In addition to the attached Standard Terms and Conditions, this Contract incorporates by reference the Project Proposal.

3. **Pricing; Payment for Services.** In consideration of the above services, the Village will pay the Contractor up to the sum of $7,805 payable within 30 days after receipt of undisputed invoices. 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.

Professional Liability Insurance - Contractor shall maintain professional 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 $2,000,000 combined single limit each occurrence/annual aggregate.

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.

5. **Termination.** Either party may terminate this Contract in the event the other party fails to cure a material breach of the terms hereof within ten (10) days' notice of such breach. Village may terminate this contract for any reason by giving Contractor at least thirty (30) days written notice prior to termination date.

6. **Term.** The term of this Contract is through construction of the new Village Hall and all such services should be complete within nine (9) months from the date of this Contract.

[SIGNATURES ON FOLLOWING PAGE]

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

Contractor

Name: Terracon Corp.
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.

Terracon

COST ESTIMATE
Construction Materials Testing Services
Marvin Village Hall
Marvin, North Carolina
Terracon Proposal No: P71211127

Task Description	Unit	Rate	Estimate	Cost
I Site Backfill				
Engineering Technician				
- Site Backfill - Estimate 6 trips at 4 hours per trip	hour	$60.00	24	$1,440.00
Trip Charge				
- Including Trip Charge and Mileage	each	$40.00	6	$240.00
Laboratory Testing				
- Standard Proctor Test - estimate 1 sample	each	$175.00	1	$175.00
- Soil Classifications - estimate 1 sample	each	$150.00	1	$150.00
			Site Grading:	**$2,005.00**
II Shallow Foundation Evaluation				
Engineering Technician				
- Shallow Foundation Observations - estimate 3 trips at 5 hours per trip	hour	$60.00	15	$900.00
Trip Charge				
- Including Mileage	each	$40.00	3	$120.00
			Shallow Foundation Evaluation Services:	**$1,020.00**
III Reinforced Concrete Sampling and Testing				
Engineering Technician				
- Reinforcing Steel Placement Observation, Concrete Placement Observation.				
Shallow Foundations				
- Reinforcing Steel and Concrete Placement Observations - Estimate 3 trips at 5 hours each. Reinforcing Steel Observations to be performed one hour prior to concrete placement.	hour	$60.00	15	$900.00
Estimate 1 set of cylinders per pour, 6 cylinders per set				
Slab on Grade				
- Reinforcing Steel and Concrete Placement Observations - Estimate 1 trip at 8 hours. Reinforcing Steel Observations to be performed one hour prior to concrete placement.	hour	$60.00	8	$480.00
Estimate 3 sets of cylinders per pour, 6 cylinders per set				
- Concrete Cylinder Pick Up - Estimate 4 trips at lump sum	trip	$180.00	4	$720.00
Trip Charge				
- Including Mileage	each	$40.00	4	$160.00
Laboratory Testing				
- Compressive Strength Testing - Estimate 6 sets, 6 cylinders each	each	$15.00	36	$540.00
			Reinforced Concrete Sampling and Testing:	**$2,800.00**
IV Project Management				
Clerical				
- Report Preparation/Data Entry	hour	$50.00	4	$200.00
Project Manager				
- Report Review/Document Management/Meetings/Special Inspections	hour	$145.00	10	$1,450.00
Senior Engineer				
- Evaluation/Consultation	hour	$165.00	2	$330.00
			Project Management:	**$1,980.00**
			Total Estimate of Construction Materials Testing Services:	**$7,805.00**

Item E. 14.

Administrator

From: Parker, Brett J <Brett.Parker@altisource.com>
Sent: Thursday, May 20, 2021 12:36 PM
To: Administrator; Walden, David 'Mike'
Cc: Kimi Parker
Subject: Re: 8037 Stonehaven dr Waxhaw NC - urgent repair

All
The process of this "repair" on the sinknhole happened over several monthl the 3rd week of April a team came out with some large equipment. They hand dug and prodded in several area before eventually digging and discovering a a separation in the storm drain. To be clear, that heavy machinery had also moved around and not located where the digging was located. I can't say how the irrigation line was broken but I do know for a fact that there was no breaks or leaks prior to the sink hole repair. It appeared it was repaired and they came back days later to put down straw. I did speak with the workers on site and there was no mention of the irrigation lines. I did ask them to be careful not to hit any lines. A few days after the work was completed I was notified by a neighbor (we were on vacation) that there was water running every from the area where the repairs had just taken place. At this point we had purchased another home and had moved from the 8037 Stonehaven address. As soon as I was informed I attempted to reach out to Marvin but it was Sunday and everything was closed. I called back Monday morning 5/3) when the office was open and relayed the issue. I was assured this would be corrected and repaired immediately.

Get Outlook for iOS

From: Administrator <administrator@marvinnc.gov>
Sent: Thursday, May 20, 2021 10:42:49 AM
To: Parker, Brett J <Brett.Parker@altisource.com>; Walden, David 'Mike' <mwalden@amtengineering.com>
Cc: Kimi Parker <kimiparkerrealtor@gmail.com>
Subject: RE: 8037 Stonehaven dr Waxhaw NC - urgent repair

CAUTION: This email is originated outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Mike,
Can you confirm your findings in this issue? My understanding was the area of reported damage was several feet up the road from the repaired areas and you have photos to provide evidence of that, please advise and send photos, if so.

Also, please confirm the distance from the road of allowed space for sprinklers.

Thanks,

Christina Amos | **MPA** | **Manager** | **ICMA-Member**
Village of Marvin
10004 New Town Road, Marvin, NC 28173
(o) (704) 843-1680 | (f) (704) 843-1660
www.MarvinNC.gov

NOTE: My email address has changed from .org to .gov, please update your records accordingly.

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

From: Parker, Brett J <Brett.Parker@altisource.com>
Sent: Thursday, May 20, 2021 10:39 AM
To: Administrator <administrator@marvinnc.gov>
Cc: Kimi Parker <kimiparkerrealtor@gmail.com>
Subject: 8037 Stonehaven dr Waxhaw NC - urgent repair

Christina
Can you please update us on the status of the repairs needed on the irrigation lines at this address? As you are aware the irrigation lines were broken in the process of repairing the "sink hole" issue in front of our home. Since then the house was sold and I am following up for the new homeowners to ensure this is repaired. I thought this would have already been resolved but to my knowledge has not. As well, I need a document of damage for Union County Water, as the water loss resulted in a high irrigation water usage. Thanks

Brett Parker
Altisource
Director, Mortgage & Real Estate Solution Sales
Work: (704) 575-8003
Brett.parker@altisource.com

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