



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

March 9, 2021 – 6:30pm

Village Hall, 10004 New Town Road

Regular Meeting (Virtual Meeting)

A. AGENDA ITEM

1. Call to Order

Mayor Pollino called the meeting to order at 6:35pm and determined a quorum was present.

Present: Mayor Pollino, Councilman Wortman

Present Virtually: Mayor Pro Tem Vandenberg, Councilman Lein, Councilman Marcolese

Absent: None

Staff Present: Christina Amos, Austin W. Yow, Rohit Ammanamanchi, Jamie Privuznak

2. Consider Allowing Councilmembers to Participate Remotely

MOTION: Councilman Wortman moved to allow Councilmembers who are not here to participate remotely.

VOTE: The motion passed unanimously.

3. Adoption of the Agenda

Councilman Wortman requested to make the following changes:

- Add Consent Agenda Item #7 “Consider Adoption of Personnel Policy Revisions”
- Add Unfinished Business #4: “Greenway Flooding Issue Update”
- Add New Business #8: “Consider Removing Sanitary Sewer Project from the Village Hall Request for Proposals and Bid Project Separately”
- Remove the Closed Session

MOTION: Councilman Wortman to approve the agenda as amended.

VOTE: The motion passed unanimously.

4. Pledge of Allegiance

Mayor Pollino led the pledge of allegiance.

5. Public Comment Period

No comments were given.

B. PRESENTATIONS

TIME STAMP 3:10

1. Recognition of Service for Paul Cappiello

Mayor Pollino thanked Mr. Cappiello for his more than 14 years of service on the Planning Board and presented him with a plaque and a gift card in honor of his service to the Village of Marvin.

C. REPORTS AND UPDATES

1. Manager’s Report

No report was given.

TIME STAMP 8:00

2. Planner’s Report

a. Update on March 2nd Union County Planning Board Meeting

Rohit Ammanamanchi, Planning & Zoning Administrator, informed Council that the Union County Planning Board voted unanimously to reject the Avention conditional rezoning request, and the applicant has since withdrawn the application. He also stated that the Board has received the 2050 Comprehensive Plan and will vote on it in April.

TIME STAMP 12:20

3. Roads Report

Ms. Amos asked Council if they wished to give staff direction on asking member municipalities of WUMA for funds for the Marvin/New Town Road roundabout. Council discussed this in depth.

TIME STAMP 18:00

4. Deputy's Report

Council reviewed the Deputy Report and had no questions.

TIME STAMP 18:55

5. Planning Board Chair Report

Chairman John Jones reflected on the service of Paul Cappiello on the Planning Board. He discussed the future work of the Planning Board to clean up various ordinances.

6. PR&G Chair Report

No report was given.

D. CONSENT AGENDA *(Consent Agenda Items may be considered in one motion and without discussion except for items removed by a Councilmember)*

TIME STAMP 21:50

MOTION: Councilman Wortman moved to approve the consent agenda as amended.

VOTE: The motion passed unanimously.

1. Consider Adoption of Council Meeting Minutes from 1/28/21, 2/3/21, and 2/9/21 *(Adopted Minutes may be viewed online).*
2. Accept the December 2020 Treasury Report as Presented *(Treasury Reports may be viewed online.)*
3. Consider Adoption of OR-2021-03-01 to Appropriate Restricted Powell Bill Funds to Transportation Budget per Section A of NCDOT Agreement #9687 for Local Match Payment for the ROW Phase for the New Town Road (SR 1315) and Marvin Road (SR1312) State Project



OR-2021-03-01

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
Revenue	Restricted Powell Bill Revenue (A/C 300300)	(\$105,000)	\$166,140	\$61,140
Expense	General Fund – Transportation (Streets and Highways Other – A/C 6330)	\$105,000	\$0	\$105,000

Reason: To appropriate \$105,000 from Restricted Powell Bill funds to the Transportation General Fund budget per Section A of NCDOT Agreement #9687 for the Village's Local Match Payment for the ROW phase for the New Town Road (SR 1315) and Marvin Road (SR 1312) State project.

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 9th day of March 2021.

4. Consider Adoption of OR-2021-03-02 to Appropriate Excess Salary Dollars in the Amount of \$23,000 in the Culture and Recreation Budget to Increase the Hour Per Week for the Public Facilities Manager and to Purchase and Construct a Disc Golf Course at Marvin Efirm Park



OR-2021-03-02

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	Salaries – Culture and Recreation (Park Maintenance Associates - A/C 6711)	(\$23,000)	\$37,871.95	\$14,871.95
Expense	Salaries – Culture and Recreation (Public Facilities Manager – A/C 6031)	\$11,000	\$31,537.31	\$42,537.31
Expense	Park Operations – Culture and Recreation (Park Projects – A/C 6765)	\$12,000	\$7,930.65	\$19,930.65

Reason: To appropriate \$23,000 from Salaries in the Culture and Recreation budget to increase the hours per week for the Public Facilities Manager and to purchase and construct a golf disc course at Marvin Efirm Park.

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 9th day of March 2021.

5. Consider Adoption of Budget Ordinance OR-2021-03-03 for Standardizing Road Sign Brackets for Canterfield Creek and Weddington Chase Subdivisions and Waiving Three-Quote Requirement for Street Name Blade Replacements Authorizing Manager to Execute Agreement with Fast Signs



OR-2021-03-03

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
Reserves	Assigned Fund Balance – Village Signs (A/C 30013)	(\$10,000)	\$20,000	\$10,000
Expense	Road Repair and Maintenance – Transportation (A/C 6325)	\$10,000	\$29,016	\$39,016

Reason: To appropriate \$10,000 Assigned Fund Balance/Village Signs to Road Repair and Maintenance in the Transportation budget for sign bracket replacements Canterfield Creek and Weddington Chase subdivisions.

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 9th day of March 2021.

6. **Consider Authorization of Manager to Apply for NCDOT Driveway Permit Along SR 1316 Marvin School Road and Allow Manager to Execute Agreement**
7. **Consider Adoption of Personnel Policy Revisions** *(See attached policy, which is included as a reference in the minutes).*

E. PUBLIC HEARING

TIME STAMP 22:10

1. **Open the Public Hearing for Conditional Use Permit Application #21-12576: 1000 Spyglass Lane, Pool in a Side Yard** *(See attached documents, which are included as references in the minutes).*
MOTION: Councilman Wortman moved to open the public hearing.
VOTE: The motion passed unanimously.

a. Public Comments

Austin W. Yow swore in Mr. Ammanamanchi, as well as the applicant, **Anson Sager, 1000 Spyglass Lane.** Mr. Ammanamanchi explained that the orientation of the property means that the applicant needed a conditional use permit. He added that the applicant was previously asked to submit depictions of the pool and landscaping, which the applicant has since submitted. Council asked the applicant about the placement of plants for screening.

MOTION: Councilman Wortman moved to close the public hearing.

VOTE: The motion passed unanimously.

b. Discussion and Consideration

MOTION: Councilman Wortman moved to find all four findings of fact in the affirmative.

VOTE: The motion passed unanimously.

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan.
2. The use meets all required conditions and specifications.
3. The use will not substantially injure the value of adjoining or abutting property, or the use is a public necessity.
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with this chapter and the Village Land Use Plan.

MOTION: Councilman Wortman moved to approve Conditional Use Permit Application, subject to no comments contrary to the decision within 24 hours.

VOTE: The motion passed unanimously.

TIME STAMP 39:00

2. **Open the Public Hearing for Zoning Text Amendment #21-12592: Revise the definition of Rural Subdivision in §150.015 DEFINITIONS** *(See attached documents, which are included as references in the minutes).*

MOTION: Mayor Pro Tem Vandenberg moved to open the public hearing.

VOTE: The motion passed unanimously.

a. **Public Comments**

Mr. Ammanamanchi explained that the applicant wishes to change the definition of a rural subdivision from a minimum of 25 acres to accommodate their proposal of 6 homes on 19 acres. He added that the Planning Board recommended to change the requirement to 12 acres, while Council previously discussed changing it to 10 acres. He added that Planning Board also recommended to add language stating that any newly created road in a rural subdivision must be platted for public dedication. Council discussed this in depth and agreed to change the minimum tract requirement to 10 acres, as well as to remove the additional language requiring newly created roads in rural subdivisions to be platted for public dedication.

b. **Discussion and Consideration**

MOTION: Mayor Pro Tem Vandenberg moved to approve Zoning Text Amendment #21-12592: Revise the definition of Rural Subdivision in §150.015 DEFINITIONS with modifications presented at the meeting, contingent upon receiving no public comments contrary to the decision received within 24 hours.

VOTE: The motion passed unanimously.

MOTION: Councilman Wortman moved to approve the following reasonableness and consistency statement: “The Village Council finds the action to amend the zoning code is consistent with the adopted 2020 Land Use Plan and is reasonable and in the public interest because it allows more flexibility with the development of large residential lots.”

VOTE: The motion passed unanimously.

MOTION: Councilman Wortman moved to close the public comment period.

VOTE: The motion passed unanimously.

F. VILLAGE HALL

TIME STAMP 55:55

Ms. Amos informed Council that the architect has answered questions regarding the number and location of condensers, as well as the size of the generator on the current project plans. She then briefly covered upcoming dates on the project timeline.

G. UNFINISHED BUSINESS

TIME STAMP 59:50

1. **Discuss and Consider Applicants for Appointment to the Planning Board for a Term Expiring 3/1/2024**

MOTION: Mayor Pro Tem Vandenberg moved to appoint Parag Patel to the Planning Board for a term expiring 3/1/2024.

VOTE: The motion passed unanimously.

TIME STAMP 1:02:00

2. **Discussion of Marvin Day Preparations**

Ms. Amos explained that staff is recommending to delegate Marvin Day preparations to the Parks, Recreation, and Greenways Board. Council agreed by consensus to this request.

TIME STAMP 1:03:30

3. **Discussion and Consideration of Options for Village Hall Site Drainage**

Ms. Amos explained that NCDOT is neither willing to fix the drainage issues they caused nor are they willing to allow the Village to fix their mistake. The Village is pursuing alternatives, including adding drop inlets to the Village Hall project.

TIME STAMP 1:05:20

4. **Greenway Flooding Issue Update**

Councilman Wortman explained that he recently examined the site and determined that NCDOT’s ditch is graded incorrectly. He proposed creating a berm, installing a cross pipe, and clearing an obstructed ditch to address the issue at much cheaper cost.

MOTION: Councilman Wortman moved to repair the affected section of the Marvin Loop to berm the area that is low along NCDOT’s ditch to prevent overflow; and to clean and clear the existing drainage ditch allowing water to drain from the site.

VOTE: The motion passed unanimously.

H. NEW BUSINESS

TIME STAMP 1:16:05

- 1. Discuss and Consider Approval of Contract in the Amount of \$12,500 for the FY21 Audit and Direct the Manager to Execute the Contract with S. Preston Douglas & Associates, LLP to Conduct the Audit**

Ms. Amos explained that the Village is on the last year of a three-year contract with this auditor. *(See attached contract, which is included as a reference in the minutes).*

MOTION: Mayor Pro Tem Vandenberg moved to approve the contract in the amount of \$12,500 for the FY21 audit and direct the Manager to execute the contract with S. Preston Douglas & Associates, LLP to conduct the audit.

VOTE: The motion passed unanimously.

TIME STAMP 1:17:15

- 2. Consider Approval of Engagement Letter with Parker Poe and Authorize the Manager to Execute a Contract in the Amount of \$20,000 to Draft Documents Related to the Installment Financing Agreement for Village Hall**

Ms. Amos explained that First Tryon recommended hiring Parker Poe as bond counsel to draft necessary documents related to the installment financing of the new Village Hall. Jamie Privuznak, Finance Officer and Ms. Amos briefly explained the fees to be paid to the organizations involved in this process. *(See attached documents, which are included as references in the minutes).*

MOTION: Councilman Wortman moved to approve the engagement letter with Parker Poe and authorize the Manager to execute a contract in the amount of \$20,000 to draft documents related to the installment financing agreement for Village Hall.

VOTE: The motion passed unanimously.

TIME STAMP 1:19:25

- 3. Discuss and Consider Approval of Final Plat for Marvin Gardens Residential Subdivision**

Mr. Ammanamanchi explained that no changes have been made from the construction plat previously approved. He explained that if the plat is approved, the developer would proceed with the construction and sale of homes. Council briefly discussed enforcement of the age restrictions for the subdivision. *(See attached documents, which are included as references in the minutes).*

MOTION: Mayor Pro Tem Vandenberg moved to approve the final plat for the Marvin Gardens residential subdivision.

VOTE: The motion passed unanimously.

TIME STAMP 1:22:15

- 4. Discussion of Numbering of Ordinances/Resolutions/Proclamations**

Mr. Amos asked Council if they were okay with staff numbering ordinances, resolutions, and proclamations after they are adopted, as the numbers are solely for record keeping purposes. Council agreed by consensus to this change.

TIME STAMP 1:24:30

- 5. Discussion and Consideration of 2021 Coffee with Council Dates (April – June)**

Council discussed and scheduled dates for Coffee with Council dates for the months of April, May, and June.

TIME STAMP 1:30:25

- 6. Discussion and Consideration of Development Finance Initiative (DFI) Quotes for Services**

Mr. Ammanamanchi informed Council that he received a quote of \$12,000 from DFI for them to consult with the property owners in the Marvin Heritage District. Council agreed that staff and the Marvin Heritage District Strategic Plan Committee should work to create the zoning district and strategic plan and forgo hiring DFI to work with property owners. Additionally, Mr. Ammanamanchi explained that NFOCUS, with which the Village has hired a contract planner, has offered to work with the Village on the Marvin Heritage District within the cost of the current agreement. Council directed Mr. Ammanamanchi to seek recommendations on the Marvin Heritage District from NFOCUS.

TIME STAMP 1:41:10

- 7. Discussion of Adding an Additional Council Seat**

Council discussed the idea of adding a sixth councilmember to be first elected in 2023. Under this proposal, the Council would consist of the Mayor and six councilmembers. Ms. Amos and Village Attorney explained the process for making this change. Council agreed to place consideration of a resolution of intent for this change on this March 25 work session agenda.

TIME STAMP 1:45:45

- 8. Consider Removing Sanitary Sewer Project from the Village Hall Request for Proposals and Bid Project Separately**

Ms. Amos explained that the Village Engineer has recommended removing the sanitary sewer project from the Village Hall RFP and bidding the project separately for numerous reasons, including avoiding being required to build retention ponds, as well as reducing project costs. Council discussed this item in depth.

MOTION: Mayor Pro Tem Vandenberg moved to remove the sanitary sewer project from the Village Hall Request for Proposals and bid the project separately.

VOTE: The motion passed unanimously.

I. OPEN TOPICS

No topics were discussed.

J. AGENDA ITEMS

TIME STAMP 1:51:10

1. Review of Action Items

- Ms. Amos will execute the agreements with S. Preston Douglas and Parker Poe.
- Ms. Amos will prepare a resolution of intent for a change to the Village Charter to add an additional Council seat for the March 25 work session.
- Mr. Yow will contact Parag Patel to inform him of his appointment to the Planning Board and will ask if he wished to consider serving on the Board of Adjustment.
- Mr. Yow will send Coffee with Council calendar invites to Councilmembers and Staff.
- Mr. Ammanamanchi will get recommendations from NFOCUS on the Marvin Heritage District.
- Mr. Durst will inform the PR&G Board about Marvin Day.
- Mr. Durst will work on the Greenway flooding repairs.

Review of Ongoing Action Item List

Council reviewed the list and asked staff to make revisions.

TIME STAMP 2:00:30

2. Council Comments

Mayor Pollino: He thanked staff for their hard work. He read a thank you card from recently retired Tax Collector Nancy Schneeberger. He thanked Councilmen Wortman and Lein their work on the greenway. He proposed asking local colleges to help with renderings for the Marvin Heritage District. He reflected on the stimulus bill being considered by Congress and stated his opposition.

Mayor Pro Tem Vandenberg: She thanked staff for their hard work.

Councilman Marcolese: He concurred with Mayor Pollino and Councilman Wortman's comments.

Councilman Wortman: He thanked Mr. Ammanamanchi for representing the Village at the County Planning Board meeting. He thanked staff and the police officers for their hard work.

K. CLOSED SESSION

No closed session occurred.

L. ADJOURNMENT

MOTION: Councilman Wortman moved to adjourn the meeting at 8:42pm.

VOTE: The motion passed unanimously.


Adopted: _____

4-13-21





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



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



VILLAGE OF MARVIN
PERSONNEL POLICY

Adopted January 3, 2008
Amended May 25, 2010
Amended May 10, 2011
Amended by the Village Council September 13, 2011
Amended November 29, 2011
Amended January 10, 2012
Amended September 10, 2013
Amended: October 8, 2019
Amended: February 9, 2021

VILLAGE OF MARVIN
Personnel Policy

Important Notice/Employee Acknowledgment

I understand that the policies contained in this Personnel Policy supersede and replace any and all prior policies or practices of the Village. I understand that it is my responsibility to read and comply with the provisions of the Personnel Policy.

I acknowledge that I have received and reviewed a copy of the Village of Marvin's ("The Village") Personnel Policy ("Policy") and the Village's Code of Ethics. I understand that the most recently adopted Personnel Policy, and the most recently adopted version of any other policy referenced herein, supersede and replace any and all prior Personnel Policies in circulation. I understand that it is my responsibility to read and comply with the provisions of the Personnel Policy and the principles of the Village's Code of Ethics.

I acknowledge that I have reviewed the Village's anti-harassment policy. I further acknowledge that the policy has been explained to me, that I have been given an opportunity to ask any questions I may have, and that I understand its terms and provisions.

I acknowledge that this Personnel Policy is merely a statement of policies and does not constitute a contract of employment, express or implied, between myself and the Village. I understand that nothing contained in the Policy may be construed as creating a promise of future benefits or a binding contract with the Village for benefits or for any other purpose. I understand that the Village is an 'at-will' employer and as such employment with the Village is not for a fixed term or definite period and either I or the Village can terminate the employment relationship at any time, for any reason not prohibited by law with or without prior notice. No supervisor or other representative of the Village has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above, unless expressed in writing, with the understanding specifically set forth and signed by myself and the Village Council.

I agree that if there is any policy or provision in the Policy that I do not understand, I will seek clarification from my supervisor or the Village Manager. I understand that this Policy is a general guide to the Village's policies and practices. I also understand that these policies and procedures may be evaluated, and that the Village reserves the right to interpret, amend, modify or terminate them at any time, with or without notice.

Date

Employee Name (Please Print)

Employee Signature

A copy of this signed acknowledgement will be kept in each employee's personnel file.

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**ARTICLE I
INTRODUCTION**

Section 1 Purpose

The purpose of this Personnel Policy ("Policy") is to give each employee basic procedures and policies from which to meet the expectations of the Village of Marvin "The Village." This Policy contains the basic rules that the Village expects its employees to abide by in order to create a safe, productive work environment. Finally, this Policy will define the standards each employee will be expected to demonstrate when representing the Village. This Policy is established under the authority of G.S. 160A-164 of the General Statutes of North Carolina.

Section 2 Coverage

All full-time and part-time employees in the Village's service are subject to this Policy, except elected officials, the Village Attorney and contract/consultant individuals. Temporary employees shall be subject to all articles except Article V and some policies in Article IV, unless otherwise noted. All employees shall review this Policy as part of the annual performance evaluation process, at a minimum.

**ARTICLE II
EMPLOYMENT**

Section 1 Equal Employment Opportunity

The Village is committed to the principles and spirit of equal employment opportunity. Our employment policy and practice are to recruit and employ the most qualified applicants available and to give equal employment opportunity to all qualified persons without regard to race, color, religion, sex, gender identity, sexual orientation, gender expression, marital status, national origin, age, disability, veteran status, membership in the uniformed services, genetic information, or any other characteristic protected by federal, state, or local law.

This policy of equal employment opportunity extends to all aspects of employment, including, but not limited to, recruitment, hiring, training, promotion, transfer, reassignment, demotion, discipline, discharge, performance evaluation, compensation and benefits. In addition, it is the policy of the Village to provide a work environment that is free from unlawful harassment and discrimination. In accordance with this policy, anyone found to be engaging in any type of unlawful harassment or discrimination may be subject to disciplinary action, up to and including termination.

1.1. Employment-At-Will

All employees, regardless of their classification or position, are employed on an at-will basis. This means that your employment can be terminated at your will or the Village's will at any time, with or without cause and with or without notice. Only Village of Marvin Village Council has any authority to enter into any agreement with an employee or applicant for employment on other than an at-will basis. **This Employee Handbook is not a contract.** It does not create any agreement, express nor implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Policy should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Policy obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement which supersedes this document, either you or the Village may terminate the employment relationship at any time. The Policy does not guarantee any prescribed process for discipline and discharge. The Village of Marvin reserves the right to modify any of our policies and procedures, including those covered in this Policy, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective and each employee is responsible to become aware of changes and comply with this Policy, as amended.

1.2 Religious Accommodations

Federal and state equal opportunity laws generally require employers to reasonably accommodate the religious beliefs and practices of employees unless doing so would cause more than a minimal burden on the operations of the employer's business. The Village respects your religious beliefs and will make an effort to accommodate requests for accommodations for religious reasons.

1.3. Health Insurance Portability and Accountability Act (HIPAA)

We are committed to complying with applicable legislation outlined in the Health Insurance Portability and Accountability Act of 1986 (HIPAA), as amended and implemented. The use and disclosure of Protected Health Information (PHI) is regulated by HIPAA. The Village is committed to protecting the privacy of its employees and to complying with all

legislation surrounding the confidentiality of personal health information which may be collected during the employment relationship. Any employee in violation of the HIPAA policy may be subject to disciplinary action, up to and including termination.

1.4. Genetic Information Nondiscrimination Act (GINA)

The Village does not collect, consider or make employment or benefit decisions based on genetic information. Nor does the Village use genetic information or genetic testing to identify individuals (applicants or employees) who are especially susceptible to general workplace risks, who may become unable to work or who are likely to incur significant health care costs for either themselves or their dependents. Accordingly, applicants for employment or employees of the Village of Marvin will not be required to undergo any genetic testing or reveal genetic information to the Village.

1.5. Americans with Disabilities Act Amendments Act (ADAAA)

The Americans with Disabilities Act of 1990, as amended (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Village’s right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Village policy, the Village prohibits discrimination of any kind against people with disabilities. Qualified applicants or employees who are disabled should request reasonable accommodation from the Village in order to allow them to perform the essential functions of a particular job. If you are disabled and you desire such reasonable accommodation, contact the Village Manager.

1.7. Immigration Law (I-9/E-Verify)

In compliance with the Immigration Reform and Control Act of 1986, each new Employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) days of beginning work. The Village uses E-Verify, an automated verification system which validates work authorization immediately upon hire. Former Employees who are re-hired must also complete the form if they have not completed an I-9 with the Village within the past three years, or if their previous I-9 is no longer retained or valid.

In addition, applicants must be of legal hiring age and must satisfy Village-approved screening and selection procedures.

Section 2 Open Door Policy

Policies, rules and procedures are designed with the benefit of both the employee and the Village in mind. Employees who believe they have been treated unfairly or in a manner inconsistent with established policies are encouraged to communicate this to the Village Manager.

Management will protect each employee’s right to discuss a problem or concern without fear of reprisal on any issue related to pay, hours, working conditions, working relationships, and Village policy and procedure.

Section 3 Anti-Harassment; Bullying

It is the Village’s policy to provide an environment that is free from unlawful harassment. Therefore, all forms of harassment related to an employee’s race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by law constitute violations of this policy.

Harassment includes, but is not limited to remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean or belittle a person because of their race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by law.

Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature, as well as behavior, remarks, jokes or innuendos that intimidate, ridicule, demean or belittle a person on the basis of their gender (regardless of whether the remarks are sexually provocative or suggestive of sexual acts).

Harassment occurs when:

- Submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of a person’s employment;
- An employee’s submission to, tolerance of, and/or rejection of such unwelcome conduct is used as the basis of employment decisions that affect the employee; or

- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or offensive work environment.

It is important to remember that behavior which one individual considers innocent or harmless may be regarded as unlawful harassment by another person. Beyond being in violation of the Village's policy, harassment of a sexual nature or based on some other protected characteristic is against the law, and the Village will not tolerate such harassment of its employees by anyone, including officials of the Village, other employees or individuals conducting business with the Village. Any employee who violates this harassment policy or the Village's commitment to equal employment opportunity will be subject to disciplinary action, up to and including termination of employment.

The Village encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Village to promptly and thoroughly investigate such reports. The Village prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports. Supervisors who become aware of harassment shall report it **immediately** to the Village Manager, even if the Supervisor did not receive a formal complaint or believes that the complaint has no merit. If at any time an employee feels that he/she has been subjected to or has observed verbal or physical harassment, of a sexual nature or otherwise, the employee should report such conduct to his or her immediate supervisor immediately so that an investigation can be initiated and appropriate action can be taken. If for any reason the employee does not feel comfortable contacting immediate supervisor about the matter, the employee must report the matter to the Village Manager or Village Council if involving the Village Manager. The confidentiality of all such inquiries and reports will be respected to the fullest extent possible.

For the purpose of this Policy, bullying is defined as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." The purpose of this policy is to communicate to all employees, including supervisors, that the Village will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Village considers the following types of behavior examples of bullying: verbal, physical, gesture and exclusion.

Retaliation against employees who make complaints under this policy is expressly prohibited.

Section 4 Probationary Period of Employment

An employee appointed or hired to a position shall serve a probationary period of six (6) months. During this probationary period and at any time thereafter, the Village reserves the right to terminate the employment relationship for any reason. Unsatisfactory attendance, conduct, and/or poor performance during this period and at any time thereafter may result in immediate termination. The probationary period does not alter the "at-will" employment relationship. Any benefits to which the employee may be entitled will begin accruing the first full month of employment, unless otherwise restricted by applicable plan documents (i.e., health benefits).

Section 5 Performance Evaluation

Feedback and evaluations of performance, attendance, teamwork and general attitude are ongoing throughout employment. A formal, written evaluation may be conducted following the completion of a probationary period. Annual performance evaluations should be conducted by the employee's supervisor or Manager. Any changes in compensation should not be expected to coincide with a formal, written evaluation. Changes in compensation may be made when Village Council appropriates funding or in accordance with approved ranges in the Classification and Compensation Schedule described in Article III, Section 3 of this Policy.

Section 6 Hiring and Promotion

Candidates selected for a position or promotion shall be chosen on the basis of their qualifications and current performance with the Village. First consideration for filling positions shall be given to qualified employees already in service with the Village. If a current employee is chosen for promotion, the supervisor or Village Manager. After considering all factors, the Manager shall confirm or reject the appointment.

Section 7 Demotion

An employee whose work is unsatisfactory may be demoted. The employee shall be provided with written notice citing the recommended effective date of the demotion, the reasons for the demotion, and the appeal rights available to the employee as stated in Article VI of this policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion. A voluntary demotion is not a disciplinary action and is made without using the procedures in Article VI of this policy. After considering any supervisor's recommendation, the Village Manager shall confirm or reject the demotion.

Section 8 Transfer

If a vacancy occurs and an employee eligible for transfer from another department wishes to be considered for the position, a written request and application must be forwarded to the employee's supervisor or Village Manager during the recruitment period for the position. The request for transfer shall be subject to approval of the Village Manager or the Supervisor. Any employee transferred without his or her having requested it may appeal the action in accordance with the grievance procedure in Article VI.

Any employee who has successfully completed a probationary period may be transferred to any other position without serving another probationary period.

Section 9 Change of Personal Data

Employees are responsible to make certain that their personal information is current and correct. Should the employee change their personal data, including but not limited to, their address, phone number, marital status, dependents, etc., they should notify the Village in writing within two (2) weeks of any such change.

Failure to notify the Village of a change in status may result in an employee not receiving information which may affect their pay, benefits or employment status. It is always in an employee's best interest to keep their employer aware of all changes in status.

Section 10 Personnel Records

Personnel records will be kept by the Village Manager. The Village shall maintain in personnel records information that is necessary and relevant to accomplishing legitimate personnel administration needs or as otherwise required by law.

Public records request for personnel records shall be subject to provisions set forth in N.C.G.S. Section 160A-168.

Section 11 Destruction of Records

No employee may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with N.C.G.S. 121-5(b).

Section 12 Village Property

Particular job responsibilities may require the Village to issue items such as keys, laptops, etc. to an employee. Upon acceptance of these items, the employee will take personal responsibility for them and the employee will return them immediately if his or her employment with the Village is terminated, either voluntarily or involuntarily.

All property, including but not limited to, desks, telephones, computers, training materials and other items issued to or used by employees shall remain the property of the Village and shall be subject to inspection at any time by the employee's supervisor or Village Manager.

Village employees may be issued a credit card which is intended to be used only for official Village business, primarily for the purchase of general office supplies for the Village as well as to facilitate travel arrangements. Village credit cards may be cancelled or revoked at any time. Lost or stolen credit cards should be reported immediately to the Village Manager. Use of Village credit cards for personal purposes may be subject to disciplinary actions.

Section 13 Dress Code

All employees are required to present themselves professionally at all times. Attention to neatness, cleanliness, and personal hygiene is encouraged in order to promote professionalism and ensure confidence in the employee's ability to perform the assignment.

Section 14 Employment Status

All employment with the Village is "at-will." This means that either the employee or the Village can terminate the employment relationship at any time, with or without notice, and for any reasons not prohibited by law. The Village provides definitions of employment classifications so that you can understand your employment classification and benefits eligibility. The Village will comply with the Fair Labor Standards Act (FLSA).

Employees are designated as either exempt or nonexempt in accordance with applicable federal and state wage and hour laws.

The following employment status terms are defined further under the FLSA for the purpose of benefits but are generally as follows:

1. **Exempt Employee.** Exempt employees are compensated not for the amount of time spent on the job, but rather for the value of services performed and may require work beyond the normal work schedule.
2. **Non-Exempt Employee.** Non-exempt employees are entitled to overtime pay under specific provisions of federal and state laws. Employees who are classified as non-exempt are required to keep a time sheet or time card. Hours of work should be reported according to the procedures explained to you at the time of hire.

All employees are required to keep an accurate time sheet or time card.

In addition to belonging to one of the above categories, an employee will also belong to one of the following employment categories:

Full-Time Employee. An employee appointed or hired to work a full-time budgeted position who is regularly scheduled to work thirty-seven and one half (37 ½) hours or more per work-week. Full-time employees are eligible to participate in the Village's employee benefit programs in accordance with the provisions of each plan.

Part-Time Employee. An employee appointed or hired to a part-time budgeted position who is regularly scheduled to work less than thirty-seven and one half (37 ½) hours per workweek. Part-time employees are eligible to participate in the certain Village's employee benefits programs in accordance with the provisions of each plan (see Benefits Section).

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Temporary Employee. An individual appointed or hired to serve in a position not to exceed six (6) months. Temporary employees are not eligible to participate in the Village's employee benefits programs.

Section 15 Absences and Tardiness

Attendance should be dependable, reliable and in accordance with set schedules. Any non-compliance with an assigned work schedule could result in disciplinary action up to and including termination of employment because it disrupts the operation of the Village and poses a hardship on co-workers. Should an employee fail to report to a scheduled work assignment ("no-show") or incur an 'unexcused' absence in which he/she did not speak directly with his or her immediate supervisor, the employee may receive disciplinary action up to and including immediate termination; Employees who are absent for three (3) consecutive scheduled work days and fail to notify their immediate supervisor or the Village Manager may be terminated from employment and classified as having resigned without notice.

An employee who is sick is expected to contact his or her supervisor each morning and advise him/her of the condition and status of returning to work. Doctor's statements may be required. The responsibility for determining whether an absence is excused or unexcused rests with the employee's supervisor.

If the employee will be late/tardy, they should make every effort to phone and advise their supervisor in advance of the shift. Excessive tardiness is grounds for disciplinary action up to and including termination.

Section 16 Rules of Conduct

All employees of the Village are expected to act with good common sense and in a completely professional manner. To ensure orderly operations and provide the safest possible work environment, the Village expects all employees to abide by certain rules of conduct. All employees are expected to abide by the following:

- Act in a professional and respectful manner toward visitors, employees, and colleagues.
- Avoid the use of language that is abusive, demeaning, threatening, or otherwise inappropriate;
- Express criticism in a tone that is mature, constructive, and non-personal;
- Be responsive to reasonable requests for assistance; and
- Maintain competence in his or her area of expertise.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of conduct for which the Village Manager, may impose disciplinary action in his/her respective discretion, subject to the limitation that solely the Village Council may terminate the Village Manager in accordance with any employee agreement

1. Theft or concealment of Village property.
2. Insubordination.
3. Unsatisfactory work or performance.
4. Violation of safety policies and procedures, which cause hazardous or dangerous situations, or failing to report, and where appropriate, correct such situations.
5. Making physical threats while representing the Village
6. Harassment of any kind towards employees, vendors, visitors or anyone during the course of employment.
7. Discrimination towards employees, vendors, visitors or anyone during the course of employment on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by law.
8. Solicitation and/or distribution on work-site premises (unless for the Village) during any time without written authorization.
9. Use, possession, or distribution of alcohol or illegal drugs while on duty or on Village property.
10. Falsification of time or any Village records or recording the time of an employee other than yourself.
11. Violation of the Village's Gifts and Favors policy (See Article II, Section 25).
12. Violation of the Village's Code of Ethics Policy, as amended. (See Appendix,-Section A).
13. Failing to properly disclose potential conflicts of interest to their immediate supervisor or any governing or advisory board (See Article II, Section 25)
14. Improper use or disclosure of Confidential Information (See Article II, Section 25)
15. Gambling or conducting illegal activities on Village property or using Village equipment to do so.
16. Unauthorized use, damaging, tampering, or negligent use of Village equipment.
17. Smoking or using smokeless tobacco while operating any Village vehicle.
18. Unauthorized carrying of concealed weapons.
19. Violation of any policies and procedures set forth in this Policy and/or any policies and procedures adopted by the Village from time to time.
20. Conduct unbecoming of an employee of the Village, to include but not limited to major criminal activity or public remarks that are offensive, unprofessional, or disrespectful towards or about the Village Council.

These acts of misconduct are by no means complete but are intended to serve as a general framework for employee conduct. **Nothing contained herein creates a contract or employment or alters the at-will status of employment.**

Section 17 Reduction in Force

In the event that a reduction in force becomes necessary, some consideration may be given to the quality of each employee's performance as documented by performance appraisals, organizational needs, and seniority, in determining the employees to be retained. This is not an all-inclusive list. No full-time or part-time employee shall be separated while there are temporary employees serving in the same position in the department unless the employee is not willing to transfer to the position held by the temporary employee or not qualified to hold the position.

Section 18 Corrective Action Procedure

The Village intends to follow the Corrective Action Procedure set forth below, as a positive series of steps to correct performance issues to be applied by the Village Manager. **Nothing contained herein creates a contract or employment or alters the at-will status of employment.** The Village reserves the right to terminate an employee at any time when, in the sole discretion of the Village Manager, termination is in the Village's best interest.

Verbal Warning

The supervisor is encouraged to conduct a verbal warning as follows:

- Identify the problem, provide specific examples and explain what the employee must do to correct the problem.
- Refer to any previous problems or discussions about the performance in question.
- Explain the performance improvement process and the consequences if the problem is not corrected in a timely manner.
- Create goals, detailed steps and a timeline for correcting the problem.
- The supervisor must document this verbal warning. This document will become a part of the employee's personnel file.

Formal Written Warning

If a performance problem continues or the seriousness of the situation warrants, an employee may be placed on formal warning which should contain the following:

- A definition of the problem with specific examples;
- A reference to previous verbal and written reviews, goals set and whether or not they were met, etc.
- How much time will be allowed to correct the problem; and
- An action plan to correct the problem.

The employee should sign the Corrective Action Form to indicate that he or she has reviewed the document. If the employee refuses to sign, the supervisor (which may be the Village Manager) should make a notation on the form including the employee's reason(s) for not signing. The supervisor shall have another witness acknowledge the employee's refusal to sign. Should the employee refuse to sign the Corrective Action Form upon request, he/she risks disciplinary action up to and including termination. Employees should be advised that if the problem is not corrected, the consequences could be termination of employment.

Suspension

Suspension may occur while the Village investigates matters, evaluates the scope of discipline or as a means of discipline. Suspension may be with or without pay. The employee shall be required to leave the property at once and remain away until further notice. Upon suspension, the Village Manager shall notify the Village Council immediately.

Termination

Generally, before terminating employment, the employee should receive a formal written warning, unless the employee is in the probationary period or the seriousness of the offense warrants bypassing the steps of the improvement process. After considering any supervisor's recommendation, the Village Manager shall confirm or reject the termination. Upon termination, the Village Manager shall notify the Village Council immediately.

An employee wishing to appeal a corrective action may present the matter using the grievance procedure prescribed in Article VI of this Policy.

It is emphasized again that the Village Manager is not required to go through the entire steps involved in this disciplinary procedure. Discipline may begin at any step in the procedure depending on the seriousness of the offense committed. In addition, the Village Manager may repeat any of the steps of this procedure when she feels it is necessary.

Section 19 Drug/Alcohol Policy

The Village of Marvin has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the Village is committed to the elimination of drug and/or alcohol use and abuse in the workplace. The purpose of this policy is to maintain a drug and alcohol-free workplace and to provide procedures for conducting screenings of job applicants for all full-time employees and all part-time or seasonal employees. This includes screening for the use of illegal drugs, the improper use of prescription drugs, and alcohol intoxication during work hours.

Employee Assistance and Drug-Free Awareness

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. The Village will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required

to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Drug testing may be required under any of the following circumstances:

• **Pre-employment Testing:** All applicants with an offer of employment and employees being considered for, or currently performing safety sensitive duties are subject to testing. This applies to every person who operates a Village-owned motor vehicle.

Post-Accident Testing: Employees may be required to submit to an alcohol and controlled substance test following an accident. This will be determined on a case-by-case basis.

• **Random Testing:** Random testing is conducted to identify employees who are using drugs or misusing alcohol. All employees of the Village may be subject to random testing for alcohol and controlled substances.

The Village Manager, upon reasonable suspicion, may require any employee or group of employees to submit to drug testing, at the Village's expense, as a condition of employment. Refusal to comply with a directive to be tested will result in disciplinary action up to and including termination.

All testing will be conducted in a manner that will protect the rights of employees and applicants subject to testing. Therefore, the Village will take all necessary steps to safeguard the dignity and self-esteem of those being tested, and will ensure adherence to all procedures pertaining to the implementation of this Policy. The Village will adhere strictly to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized to receive such information, i.e., supervisors and the Village Manager.

Section 20 Smoking/Tobacco Policy

Smoking and smokeless tobacco use is prohibited while working inside any enclosed Village facility or in Village vehicles.

Section 21 Weapon-Free Workplace Policy

To ensure that the Village maintains a workplace safe and free of violence for all employees, the Village prohibits the possession or use of dangerous weapons on Village property. A license to carry the weapon on Village property does not supersede Village policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Village employees are subject to this provision, including contract and temporary employees, on Village property (with the exception of law enforcement officers). Only the Village Council can grant permission for an employee to have a weapon on Village property, and such permission must be in writing. Notwithstanding the above, nothing contained herein shall prohibit a law enforcement officer from carrying a weapon on Village property.

“Village property” is defined as all Village-owned or leased buildings, land and surrounding areas such as sidewalks, walkways, driveways, parking lots, and any real property under the Village's ownership or control. This policy applies to all Village-owned or leased vehicles and all vehicles that come onto Village property.

“Dangerous weapons” include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

The Village reserves the right at any time and at its discretion to search all Village-owned property.

Section 22 Telephone Policy

The Village recognizes that employees must occasionally place or receive personal calls on Village telephones. However, the telephone system is intended primarily to serve the needs of the business, and it is essential that personal use

not interfere with that primary purpose. While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of Village phones.

Excessive personal calls during the workday, regardless of phone used, can interfere with employee productivity and can be distracting to others. The Village encourages employees to limit personal calls to break times for non-emergency phone calls. Employees are therefore asked to make any non-emergency personal calls during non-work time and in non-work areas where possible, and to ensure that friends and family members are aware of the Village's policy. Flexibility may be provided in circumstances demanding immediate attention.

The Village reserves the right to restrict telephone (personal cell phone or Village phone) use that may interfere with its operations or an employee's job performance in any manner. Any violation of this policy may result in disciplinary action, up to and including termination.

The Village will not be liable for the loss of personal cellular phones brought into the workplace.

Section 23 E-mail, Internet, Computer and Voicemail Communications

The computer and other electronic communications and information systems of the Village, including voice mail, electronic mail and access to the Internet, are property of the Village and should be used for business purposes only. Although employees have passwords that restrict access to their voice mail and computers, the Village may access any files, voice mail, or e-mail messages stored on or deleted from the computer system or voice mail system. The Village reserves the right to access such information and to monitor on-line activities for business purposes. Employees should not have any expectation of provision using the Village's systems.

Although the Village reserves the right to access such information, employees are strictly prohibited from accessing another employee's personal voice mail or e-mail messages without the latter's express permission. In addition, Internet, voice mail and e-mail systems are not to be used in a way that may be disruptive, offensive to others, or harmful to morale. For example, the Village prohibits the display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of voice mail, e-mail or Internet communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by law. Nor may employees use the Internet, voice mail or e-mail system to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

Employees are responsible for maintaining the confidentiality of material on the Village's systems. Employees may not remove from the premises any hardware, software, files or data without written permission from their supervisor or the Village Manager. Copyrights and restrictions that pertain to outside materials and trade secrets shall be respected, and employees are prohibited from the unauthorized downloading of music, software or other copyright materials.

Employees are prohibited from installing any software, program, or other executable file not included in the Village approved software list. If any user has a need for a program not included in the approved software list, that employee is required to gain approval from the Village Manager prior to installing the software, program, or other executable file.

Failure to adhere to these rules may result in discipline, up to and including termination.

Section 24 Gifts and Favors

No employee of the Village shall accept any gift or favor of value worth more than fifty dollars (\$50.00), whether in the form of service, loan, item, or promise from any person who, to the employee's knowledge, is providing such gift or favor with the intent to influence, directly or indirectly in any manner whatsoever in business dealings with the Village. The following serve as exceptions, but employees should consult with the Village Manager when in doubt as to the propriety:

1. Advertising items or souvenirs of nominal value;
2. Meals furnished at banquets;
3. Honorariums for participating in meetings; and
4. Consumable gifts offered to an entire work group where rejection would damage the spirit in which the gifts were offered.

Section 25 Confidential Information¹ & Disclosing Conflicts of Interest

Employees of the public are held to higher standards and their actions shall not impact the Village negatively. No employee shall use information, confidential or otherwise, acquired during their employment with the Village for their personal gain, the gain of a family member, or associate.

Employees are required to promptly disclose any potential or perceived conflict to their supervisor, governing board, and/or advisory board including any prior employment, which might arise while performing one's duties of employment. All employees of the Village of Marvin are required to complete the Employee Statement of Interest form prior to beginning a term of employment and on an annual basis (See Appendix, Section A). Failure to disclose a potential or perceived conflict of interest, and/or update the Employee Statement of Interest Form; during the annual update period, or within 60 days of a relevant change in one's circumstance, shall be considered a violation of this Personnel Policy and shall result in disciplinary action, up to and including immediate termination.

Section 26 Serving on Village Board or Committee

To avoid possible conflicts of interest, any person employed by the Village of Marvin, having the power to create and/or enforce policy through their position of employment, shall be prohibited from serving on any board or committee of the Village.

Section 27 Political Activity Restricted

Every employee of the Village has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the constitution and the laws of the State of North Carolina and the constitution and the laws of the United States of America. However, while on duty, no employee of the Village shall:

1. Engage in any political or partisan activity;
2. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
3. Be required as a duty or a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
4. Coerce or compel contributions for political or partisan purposes by another employee of the Village; or
5. Use funds, supplies, or equipment of the Village for political or partisan purposes.

Any violation of this section shall subject the employee to dismissal or other disciplinary action.

Section 28 Outside Employment

The work of the Village takes priority over other employment interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported to the Village Manager or the appropriate Supervisor as detailed in the appropriate job description, before such work is to begin. The Village Manager will determine whether the outside work would create a conflict of interest or otherwise be incompatible with Village service. The assumption of outside employment without prior approval by the Village Manager, or Supervisor, may be deemed improper conduct and subject the employee to disciplinary action, up to and including termination.

Section 29 Employment of Relatives and Significant Others

Relatives of and those in dating relationships with Village employees or Village Council members shall not be employed as Village employees. The term relative means an employee's or Councilmember's wife, husband, mother, father, guardian, son, daughter, brother, sister, grandchild, and grandparent, as well as the various combinations of half, step, in-law, and adopted relationships that can be derived from the family members named herein. Nothing in this section shall prohibit hiring of independent contractors or awards of bids that may be relatives as long as such hiring or award complies with N.C. Gen. Stat. § 14-234 regarding conflicts of interest.

¹ Refer Public Records Act in NCGS 132-1, *et seq.*

Section 30 Inclement Weather/Emergency Closings

It is the intent of the Village to remain open whenever possible. However, the Village does not encourage employees to travel to work when hazardous weather conditions or unsafe work environments exist. In the event of such conditions, employees will be notified by their supervisor or the Village Manager of a cancellation or schedule change. The Village Manager will consider the hazard of driving conditions and other relevant emergency factors (such as loss of power or water), in determining whether to close Village Hall. If the Village closes, employees normally scheduled to work will be compensated for missed time. If the Village is not closed and weather conditions prevent employees from attending work, the employee must contact their supervisor or the Village Manager immediately. If the Village is not closed and an employee misses work, the employee will not be paid; however, employees may elect to use earned annual leave for any missed work due to inclement weather.

Section 31 Travel Expense and Reimbursement

All travel on official Village business must adhere to the Village's most recent Travel Policy, as maintained by the Village Council and Village Manager.

Section 32 Workers' Compensation

All employees of the Village (full-time, part-time, and temporary) are covered by the North Carolina Workers' Compensation Act and are required to report all injuries arising out of and in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once. Responsibility for claiming compensation under the Workers' Compensation Act is on the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission within two years from date of injury. The Village Manager will assist the employee in filing the claim.

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may elect to use accrued sick leave, vacation, or compensatory time during the first waiting period of seven days. The employee will not be required to reimburse the Village for this paid leave in the event the absence extends beyond twenty-one days and the first seven days is paid by workers' compensation.

Once the waiting period is over, workers' compensation covers two thirds of regular pay. An employee may elect to use sick leave, vacation or compensatory time to supplement the other one third of time not to exceed regular gross pay. While on paid leave, an employee continues to receive paid health insurance.

Any worker's compensation disability that qualifies under the requirements of FMLA shall run concurrently with FMLA. An employee on worker's compensation leave will be permitted to continue to be eligible for benefits under the Village's group insurance plans. Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit. Any amounts owed are due and payable by the first of the month.

An employee shall retain all unused vacation and sick leave while on Worker's Compensation Leave Without Pay. An employee ceases to earn holiday or leave credits on the date Worker's Compensation Leave without Pay begins.

**ARTICLE III
HOURS, COMPENSATION AND BENEFITS**

Section 1 Work Hours and Pay for Hours Worked

The standard workweek for each employee coincides with open office or park hours of the Village unless otherwise indicated or approved by such conditions the Village Manager. When the activities of a particular department or employee require some other schedule to meet work needs, the Village Manager or the Supervisor detailed in the appropriate Village job description, may authorize a deviation from the normal schedule.

Employees are expected to work during all assigned periods exclusive of breaks or mealtimes. Employees are not to perform work during breaks or at any time that they are not scheduled to work unless they receive approval from their Supervisor or the Village Manager, except in cases of Village emergencies. A Village emergency exists if a condition arises that could reasonably result in damage to property or persons or that requires the immediate attention of the employee.

Employees who work excess hours because of a Village emergency shall advise their immediate supervisors or Village Manager of the time worked as soon as practical following completion of the work.

When operating requirements or other business needs cannot be met during scheduled working hours, employees may be required to work overtime hours. When possible, advance notification of these mandatory assignments may be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to employees qualified to perform the work required.

Pay dates are twice a month (15th and last day of the month). Employees are required to participate in the Village's direct deposit program.

Overtime/Compensatory Time

Non-exempt employees of the Village may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the Village ~~without additional compensation~~. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. As required by law, overtime pay is based on actual hours worked. Time off for sick leave, vacation, holidays or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from the employee's supervisor may result in disciplinary action, up to and including possible termination of employment. Prior to commencing overtime hours, the nonexempt employee and supervisor shall agree in writing if overtime will be compensated through overtime pay or compensatory time off. Unless expressly agreed upon, compensatory time will be used for overtime hours worked.

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Overtime Rate: Overtime rate for non-exempt employees, when allowed, shall be at one and a half (1.5) times the employee's hourly rate of pay.

Compensatory Time: For nonexempt employees, official compensatory time records shall reflect the product of *actual hours worked* multiplied by one and a half (1.5). Exempt employees are eligible for compensatory time off at an hour for hour rate of time worked.

Accumulation Maximum; Use of Comp Time: No employee shall accumulate more than 80 compensatory hours during any time and shall be used within 12 months of accrual. It is the employee's responsibility to monitor compensatory time balances. The Village will allow employees to sue accrued paid time off within a reasonable period after making a request provided that the use of compensatory time does not unduly disrupt the operations of the public agency.

If an unexpected increase in hours occurs due to an increase in workload or responsibilities, or if an unusual or unexpected circumstance arises; an alternative for the redemption of compensation hours may be arranged. The arrangement must be reviewed and approved by the Village Manager.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable break time to express breast milk as needed for up to one (1) year after the birth of a child. The Village will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy. Employees with further questions or concerns regarding this policy should contact the Village Manager.

Telework

This policy provides for a consistent application of telework practices across the organization to ensure the security of Village information and systems, to manage Continuity of Operations, to reduce the environmental impact of commuting and to increase employee morale and satisfaction which will lead to increased work productivity. Telework is defined as allowing employees to work at an alternate location. Employees perform essentially the same work that they would in the central work place in accordance with their same performance expectations and other agreed upon terms. Telework arrangements may be established for long-term or short-term periods. Although many of the Village's services are normally performed in Village office facilities and require the presence of employees at a central work place, the Village Manager has the authority to designate employees eligible for telework or alternative work arrangements.

Work performed in an alternative work location is considered official Village business; therefore, all employees shall maintain specific conditions that apply to employees engaged in telework, including but not limited to confidentiality and communications systems' requirements. Prior to beginning a telework arrangement, a telework agreement must be approved by the Village Manager prior to the start of a telework arrangement.

Section 2 Time Keeping Procedures

The Finance Department will validate each time record per pay period, which records shall be approved by the Village Manager or the supervisor. It is the employee's responsibility to ensure that time records are reported accurately and completely. Any falsification of time records could result in disciplinary action up to and including termination and/or criminal prosecution.

All employees are required to keep a time sheet, which may be obtained from the Village Manager. Hours of work should be reported according to the procedures explained at the time of hire. Where appropriate, exempt employees who are absent from work will receive deductions from their salary in no less than full day increments when no paid leave is available. For example, if an exempt employee is absent from work for one and one-half days and has no paid leave available, the Village will only deduct for the one full-day absence. If the Village makes an improper deduction from an exempt employee's paycheck and such error is brought to the attention of the Village Manager, the Village will immediately reimburse the employee for such improper deduction.

Should an employee feel their pay is in error, they are required to report the discrepancy within 48 business hours within receipt of pay. All discrepancies will be investigated and if necessary, changes will be reflected in the next scheduled paycheck.

Accurately recording time worked is the responsibility of every employee. No employee shall ever fill out another employee's time record.

Section 3 Classification and Compensation Schedule

The Classification and Compensation schedule may be recommended by the Village Manager but will receive final adoption by the Village Council.

The Village Manager shall be responsible for the administration and maintenance of the Classification and Compensation schedule. The Classification and Compensation schedule is intended to provide equitable compensation for all positions when considered in relation to each other, to general rates of pay for similar employment in the private and public sector in the area, to changes in the cost of living, to financial conditions of the Village, and to other factors and will be updated periodically. To this end the Village Manager shall, from time to time, make comparative studies of all factors affecting the level of salary ranges and shall recommend to the Village Council such changes in salary ranges as are warranted.

Employees covered by the Classification and Compensation shall be paid at a rate within the salary ranges established for their respective job title except for employees in a trainee status or employees whose present salaries are above the established maximum rate following transition to a new salary schedule. Pending budget authority, the Village Manager shall be authorized to hire and/or promote employees within the approved Classification and Compensation schedule.

Section 4 Cost of Living Adjustment

Cost of living adjustments may be made from time to time at the discretion of the Village Council.

Section 5 Merit Increases

Merit increases are not automatic but may be awarded for the following reasons:

- Exceptional work achievements
- Excellence in work performance
- Special contribution to productivity
- Based on Business Conditions

Such merit increases must be recommended by the employee's supervisor and approved by the Village Manager. Only those employees who exceed the standard and/or expected performance may receive a merit increase.

Section 6 Pay Rates in Promotion, Reassignment, Demotion, and Reclassification

When an employee is promoted, demoted, transferred, or reclassified, the rate of pay for the new position shall be established as follows:

1. When a promotion occurs, if the employee's salary is below the new minimum, it shall be increased to the minimum rate of the salary range assigned to the position to which he or she is promoted. If an employee's current salary is already above the new minimum salary rate, his or her salary may be increased provided that the adjusted salary does not exceed the maximum of the assigned salary range.
2. If an employee is demoted, the employee's salary will be reduced to the lower salary range as long as the reduced salary does not fall below the minimum salary rate of that range.
3. When an employee's position is changed to a position having a higher salary range, the employee's salary shall be increased to the minimum of the new pay range. If the employee's current salary is already above the minimum salary rate, his or her salary may be increased or left unchanged, provided that the adjusted salary does not exceed the maximum of the assigned salary range.
4. When an employee holds multiple positions, the salary should be pro-rated based on the positions.

Section 7 Effective Date of Salary Adjustments

In accordance with Article II, Section 5 (Performance Evaluation), salary adjustments may be made at any time during the year.

**ARTICLE IV
LEAVE PROGRAM**

Section 1 Paid Holidays Observed

The Village Council may adopt a holiday schedule in December of each year. Unless modified by Village Council, the Village will follow the holiday schedule as published by the State of North Carolina for state employees.

All full-time employees appointed or hired to a position, and all temporary or part-time employees who are normally scheduled to work on the day on which the holiday falls, shall receive these holidays with pay for the hours they are scheduled to work.

Regular holidays that occur during vacation, sick, or other paid leave period shall not be charged as vacation, sick, or other paid leave. Employees will still be paid for the holiday while on these types of leaves.

Employees required by the Village Manager or their supervisor to perform work on regularly scheduled holidays will be paid at the rate of one (1) hour for each hour worked on a holiday in addition to being paid for the holiday.

Section 2 Vacation Leave

For the purpose of earning and accruing vacation leave, the period of twelve (12) calendar months between January 1 and December 31 is established as the leave year.

Each employee occupying a full-time position shall earn vacation leave on a semi-monthly (15th and 30th of each month) basis in accordance with the following schedule of total service:

Years of Service	Days per Year	Accrual Rate
Less than 5 years	10	3.33
5- 9 years	15	5
10 or more years	20	6.6

For example: an employee who works forty (40) hours per week, eight (8) hours a day will earn eighty (80) hours of vacation leave per year divided by twenty-four (24) pay periods, equals 3.33 hours per pay period.

Part-Time Employees working over 25 hours a week will accrue vacation at 75% of the accrual rate as full time employees as follows which equates to 2.5 per pay period.

Years of Service	Days per Year	Accrual Rate
Less than 5 years	7.5	2.5
5- 9 years	11.25	3.75
10 or more years	15	5

Vacation leave can only be taken with the prior pre-approval of the employee’s supervisor or the Village Manager. Your request will be considered in light of the Village’s business volume and workloads. Any employee wishing to take vacation leave in excess of one day must make a request at least two weeks in advance of the proposed vacation leave. Any time taken without prior notice will be deducted from compensatory time, if any is available, or will be noted as unpaid leave.

Any unused, accrued vacation exceeding 200 hours at the end of the calendar year will not be carried over to the next calendar year and will not be paid to the employee. Employees may have the excess vacation leave (over the maximum) converted to sick leave provided that they have taken five (5) days of vacation in the calendar year.

An employee, who resigns or is terminated, will be paid for unused, accrued vacation, not to exceed 200 hours. The estate of an employee who dies while employed by the Village shall be entitled to payment for all of the unused, accrued vacation leave available to the employee, not to exceed 200 hours.

Section 3 Sick Leave

Each employee occupying a full-time position shall earn sick leave at the rate of ten (10) days per year. Each employee occupying a part-time position, who is scheduled to work 25 hours or more per week, shall earn sick leave at the rate of five (5) days per year. Accrual is at the end of each pay period (15th and 30th) and based on a pro rata basis. For example: an employee who works forty (40) hours per week, eight (8) hours a day will earn eighty (80) hours of sick leave per year divided by twenty-four (24) pay periods, equals 3.33 hours per pay period. Sick leave will be cumulative for an unlimited number of days. At the time of separation any sick leave used but not yet earned will be deducted from the employee’s final paycheck. Employees will not be paid for accumulated unused sick leave at the time of separation.

Part-Time Employees working over 25 hours a week will accrue sick at 75% of the accrual rate as full time employees as follows which equates to 2.5 per pay period.

Years of Service	Days per Year	Accrual Rate
Less than 5 years	7.5	2.5
5- 9 years	11.25	3.75
10 or more years	15	5

Employees must notify their immediate supervisor or Village Manager of all requests for sick leave before the leave is taken, or no later than two (2) hours after the beginning of a scheduled working day. Sick leave may be taken only with the approval of the immediate supervisor or Village Manager. A doctor’s excuse will be required for employees missing three (3) or more consecutive scheduled work days unless waived by the Village Manager. At the expiration of an authorized sick leave period, the employee’s supervisor or the Village Manager may require a doctor’s certification, at the Village’s expense and by a physician of its choice, to determine if the employee is able to resume his or her normal duties.

Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees’ Retirement System. The Village may accept sick leave balances on a case-by-case basis when documented by a previous employer when the employee worked for a previous employer covered by the North Carolina State or Local Government Retirement Systems and the employee did not withdraw accumulated retirement contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the Village of Marvin and may be used as any other accrued sick leave by the employee. The sick leave amount must be certified by the previous employer and it is the employee’s responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee upon successful completion of the six months of employment.

Section 4 Medical Leave of Absence without Pay

The Village of Marvin will comply with the Family and Medical Leave Act of 1993 (FMLA) (29 USC §2601 et seq.; 29 CFR Part 825).

Section 5 Military Leave

Regular employees who are members of a military reserve unit or the National Guard shall be granted two calendar weeks per twelve-month period for military leave. Employees may elect to use any combination of accrued vacation or holiday leave, accumulated compensatory time or leave without pay during their absence for military service. While taking military leave, the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the Village during this period.

Section 6 Bereavement Leave

The Village may grant full-time and part-time employees normally scheduled to work up to three (3) days off with pay to attend a funeral, to arrange funeral services, or attend to family business as relates to the loss of a member of an employee's immediate family. Bereavement leave will be based upon scheduled work days and hours. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, parent-in-law, sibling, step-sibling, grandparent, or grandchild. Additional time may be granted without pay by an employee's supervisor upon request of the employee.

Section 7 Jury Duty

The Village recognizes the responsibility placed on citizens to serve in the judicial system. If an employee is summoned for jury duty, the employee if normally scheduled to work during this time will be granted leave to attend. Upon receipt of jury notification, the employee is required to advise their supervisor, in writing, with a copy of the summons.

If released from Jury Duty before the end of the normal work day, the employee is expected to call their supervisor immediately. If the employee is needed, they are expected to return to work. The Village will pay employees during jury duty leave, up to a maximum of ten (10) days in a calendar year.

Section 8 Parental Leave

Under North Carolina law, an employee who is a parent, guardian, or person standing *in loco parentis* of a school-aged child will be granted a minimum of four (4) hours of unpaid leave per year to attend or otherwise be involved in that child's school. Leave is subject to the following conditions:

- the Village and the employee must mutually agree upon the time for the leave
- the Village may require a written request for the leave at least forty-eight (48) hours prior to the leave
- the Village may require written verification from the school that the employee attended or was otherwise involved at that school during the time of the leave.

**ARTICLE V
EMPLOYEE BENEFITS**

Section 1 Insurance Benefits

The Village provides group health, dental and vision insurance programs for employees and their families as specified under the terms of the group insurance contract decided on a year-by-year basis with the annual budget process. The Village pays the entire cost of health insurance, life insurance, and short-term disability for full-time employees within the first full month of employment. All employees are eligible for dental and vision coverage at a specified rate. The Village will comply with the Affordable Care Act by providing health insurance for all employees expected to work 30 or more hours per week for three or more months when required. Full-time employees may, if they so desire, purchase available group health, dental and/or vision coverage through the Village for qualified dependents within the stipulations of the insurance contract. Employees will pay the amount stipulated by the Village for their qualified dependents. Employees may be enrolled in the programs in accordance with the applicable plan documents.

Continuation of Benefits (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the Village health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Please contact the Village Manager to ask about COBRA.

Section 2 Retirement Benefits

Each employee who is expected to work for the Village more than 1,000 hours annually shall join the North Carolina Local Governmental Employees' Retirement System after 30 days of employment as a condition of employment. Employees contribute a designated percent of salary each payroll with an actuarial match by the Village as determined by the North Carolina Local Governmental Employee's Retirement System. An employee who meets the conditions set forth under the provisions of the North Carolina Local Governmental Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

The Village may offer an employer matching contribution to eligible employees. The Village may, at any time and in its sole discretion, determine the matching contribution to be provided, if any. For more information about the Village's matching contribution, contact the Village Manager.

Supplemental Retirement Benefits

All full-time employees may make voluntary contributions to the 457b deferred compensation up to the limits established by law and the 401-K provider.

Section 3 Longevity Pay

The Village provides a lump sum payment to all full-time employees in recognition of their service to the Village and to encourage further service. Longevity pay is discretionary and is subject to the availability of funds, budgetary constraints and the approval of the Village Council.

Years of Service Longevity Amounts are as follows: 5 to 9 years	2%
10 to 14 years	3%
15 to 19 years	4%
20 and over	5%

Section 4 Tuition Assistance

Full-time employees who have completed the initial introductory period may apply for tuition reimbursement for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the Village service. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Satisfactory completion of the courses will be required for reimbursement. Requests for tuition assistance shall be submitted to the Village Manager prior to course registration and are subject to the review and approval of Village Manager, subject to availability of funds. If employee is terminated or voluntarily leaves the Village of Marvin within 1 ½ years of utilizing the tuition assistance program, 100% of all funds paid during that year must be paid in full or will be deducted from employee's final paycheck.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 1 Purpose

The grievance procedure provides an adequate and fair means for hearing matters of concern to employees.

Section 2 Coverage

This grievance procedure applies to all departments and all employees of the Village. A grievance is defined as any matter of concern or dissatisfaction arising from the working conditions of an employee, subject to the control of the Village.

Section 3 Policy

Every employee shall have the right to present a grievance in accordance with these procedures, free from interference, coercion, restraint, discrimination, penalty, or reprisal.

Section 4 Procedure

Step One. An employee must file a grievance in writing with the immediate supervisor or Village Manager within thirty (30) days of the date of the incident giving rise to the grievance. If the employee's grievance involves the Village Manager, the employee may file the complaint with the Village Council, as set forth in Article VI, Section 4. If the grievance concerns an appeal of a termination, it shall be filed directly with the Village Council at Step Two. The employee's immediate supervisor or Village Manager shall meet with the employee within five (5) days of receipt of the grievance and attempt to resolve the grievance informally. If informal resolution efforts fail, the Village Manager shall issue a written decision on the grievance no later than five (5) days following the meeting.

Step Two. If the employee is dissatisfied with the response at Step One, the employee may forward the written grievance to the Village Council within five (5) days of receipt of the Step One decision. The employee may request a decision from the Village Council directly. The Village Council will speak with the employee and the Village Manager separately to hear and consider all facts pertinent to the issue. The Village Council will then render a decision within fifteen (15) days of receipt of the grievance. These discussions by the Village Council shall be conducted in closed session under N.C.G.S. 143-318.11.

Section 5 Time Limitations

It is important that grievances be initiated and processed as rapidly as possible. Every effort will be made by all parties to expedite the process. The time limitations specified above do not include holidays or days when the Village is closed. Time limits may be extended by written mutual agreement.

If there is no written mutual agreement to extend the time limits set forth herein and if the employee does utilize the next level of the procedure within the time limit specified, the matter shall be determined settled on the basis of the last decision rendered.

Section 6 General Provisions

All written grievances shall include the name and position of the employee filing the grievance, a brief statement of the nature of the grievance, and the resolution sought by the employee. In pursuing the provisions of this procedure, every effort will be made to avoid interruption of work activity. Employees are not permitted to have an attorney present during any meetings held pursuant to the grievance procedure.

Section 7 Maintenance of Records under Article VI

All documentation, records, and reports will be retained, in accordance with the North Carolina Department of Cultural Resources Records Retention and Disposition Schedule adopted by the Village, unless required differently by federal, state or local law, and shall be held by the Village Manager. These records will be subject to review by the grievant, the employee's supervisor or Village Manager, and the Village Council upon submission of a written request.

*Adopted this the 3rd day of January, 2008, pursuant to Resolution No.RS-2008-01-01.
Amended by the Village Council May 25, 2010.
Amended by the Village Council May 10, 2011.
Amended by the Village Council September 13, 2011
Amended by the Village Council November 29, 2011
Amended by the Village Council January 10, 2012
Amended September 10, 2013
Amended October 8, 2019
Amended: January 28, 2021*

APPENDIX
~ ATTACHMENT A ~

VILLAGE CODE OF ETHICS, AS AMENDED

(The most recently adopted and revised version of the document indicated above, supersedes any document displayed herein for reference purposes)

~ INSERT CODE OF ETHICS HERE ~

APPENDIX
~ ATTACHMENT B ~

EMPLOYEE STATEMENT OF INTEREST FORM, AS AMENDED

(The most recently adopted and revised version of the document indicated above, supersedes any document displayed herein for reference purposes)

~ INSERT ESI FORM HERE ~

Village of Marvin North Carolina

DATE: March 3, 2021

TO: Mayor and Village Council

FROM: Rohit Ammanamanchi, Planner/Zoning Administrator

SUBJECT: The Village Council is requested to review Conditional Use Permit #21-12576 to allow an inground swimming pool to be located in the side yard of a residential lot. Sager Residence, 1000 Spyglass Lane, Marvin.

Actions Requested by Village Council

The applicant's property is located at 1000 Spyglass Lane in Marvin, NC and is zoned R-Marvin Residential. The residence is located in the Firethorne subdivision. The surrounding properties are zoned R-Marvin Residential.

The applicant is proposing to construct an inground swimming pool to be located in the side yard. However, a Conditional Use Permit (CUP) is required when a pool is located in a side yard a lot not having at least 150 feet side yard setbacks and 200 feet front yard setbacks per §151.054(E)(2) of the Marvin Ordinance. This lot is adjacent to the side yard of 1004 Spyglass Lane, Gillen Residence.

A Public Hearing is required before Village Council approval.

Overview

A Conditional Use Permit is a process which allows the Planning Board and Village Council to review and approve specific uses that are in keeping with the intent and purpose of the zoning district but may have substantial impacts on the surrounding area. This process allows conditions or restrictions to be placed on an approval that would minimize impacts to the surrounding area.

Swimming pools are an accessory use allowed in the R-Marvin Residential District. ***There are no minimum setbacks for pools in a side yard applied for through the CUP process, but for reference, the minimum pool setbacks for pools in a rear yard are listed below.***

Swimming pool, measured from water's edge	20 feet rear yard 20 feet side yard or the principal structure on the street side
Pool Equipment	20 feet side and rear yard
Pool Decking	15 feet rear yard 20 feet side yard or the principal structure on the street side
Pool houses, cabanas, and the like	See §151.054 (B)

All swimming pools located in a side yard not having at least a side setback of 150 feet and a front setback of 200 feet shall be subject to a conditional use permit as provided for in § 151.100.

The pool is to be located approximately 20'8" feet from the left side property line, 51' from right side, (Firethorne Club Drive), and 218' from the rear yard line. The home on this property is rotated in a way that the location of this pool is effectively behind the house, however, on paper, the pool is in the side yard. This pool will be screened from neighbor's view. However, the effectiveness of the screening is questionable because the neighboring property sits much higher than this property.

Finding of Facts

In consideration of the request for a Conditional Use Permit, the Village Council will need to make the following findings:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan;
2. The use meets all required conditions and specifications;
3. The use will not substantially injure the value of adjoining or abutting property, or the use is a public necessity;
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with this chapter and the Village Land Use Plan; and
5. Additional review criteria, as stated in this chapter shall also be considered and addressed where required. *There are no additional review criteria for the proposed use.*

Recommendation

The Planning Board reviewed and unanimously approved CUP #21-12576 on February 16, 2021, with no conditions. However, they requested that the applicant submit a cleaner and more legible application, and that going forward, the Zoning Administrator should hold applicants of CUP's to a higher standard than normal applications.

This request is consistent with the intent of the Village of Marvin's Zoning Ordinance. Staff has identified that the applicant is proposing above-average screening of this lot, including the street side view; therefore, Staff recommends approval of CUP #21-12576 as presented. However, based on discussion that occurred at the February 25 Council meeting, Staff proposes an alternate recommendation: if Council desired additional visualization materials, then they can request those of the applicant and table the Public Hearing to April 13, 2021.



VILLAGE OF MARVIN

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

CONDITIONAL USE PERMIT APPLICATION

PAGE 1 OF 3

Application Number: 21-12576 Application Date: 1/15/2021

Applicant's Name: Dennis Von Egidy

Property Owner's Name: Anson and Jennifer Sager

704-282-7585 Applicant's phone Owner's phone FAX Mobile

Relationship of Applicant to Property Owner: Homeowner- Contractor

Property Location: 1000 Spyglass Lane Waxhaw, NC 28173

Parcel Number: 06240070 Deed Book and page #: _____

Existing Zoning: R

Proposed Conditional Use: Residential inground swimming pool

A completed written application for a Conditional Use Permit shall be filed with the Zoning Administrator. The application, at a minimum, shall include the following required information:

1. A scaled boundary surveyed drawn to an appropriate scale prepared by and certified to be correct by a surveyor or engineer registered with the State of North Carolina, showing the total acreage, present zoning classification(s), date and north arrow. On this survey shall be sketched the information required in sections 3, 4, 5, 6, and 7.
2. The owners' names, addresses, and tax parcel numbers (as shown on the current year Union County Tax Records), and the uses and current zoning classifications of all adjacent properties.
3. All existing easements, reservations, rights-of-way and all yard requirements for the zoning district.
4. A site plan showing all existing and/or proposed buildings, storage areas, parking and access areas, proposed size, layout and setbacks of land and proposed structures, and proposed number, type, and location of signs. For residential uses this shall include the number of units and an outline of the area where the structures will be located. For nonresidential uses, this shall include the approximate square

footage of all structures and an outline of the area where the structures will be located.

5. Traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets.
6. Landscape plan at the same scale as the site plan showing existing and proposed trees, ground cover and landscape material, proposed screening, including walls, fences or planted areas as well as treatment of any existing natural features.
7. Plans and elevations for all proposed structures.
8. Depending on the nature of the proposed conditional use, the Zoning Administrator (or the Planning Board or Village Council) may require that the following information be submitted in scaled form along with other required information:
 - a) Delineation of the areas within the floodplain as shown on the official flood hazard boundary maps.
 - b) Accurate mapping of all soil classifications found on the site and general depths thereof. The applicant shall use the same classifications used by the U.S. Department of Agriculture.
 - c) Existing and proposed topography at five (5) feet contour intervals.
 - d) Plans for providing potable water and for the treatment of wastewater.
9. Proposed phasing, if any, and approximate completion time of the project.
 - a) All applications shall be signed by the applicant and shall be submitted with any application fee required by the Village.
 - b) The Zoning Administrator shall present any properly completed application to the members of the Planning Board at least fifteen (15) days prior to their next regularly scheduled meeting. The Planning Board by majority vote may shorten or waive the time provided in the Article for receipt of a completed conditional use application.
 - c) The Planning Board shall have a maximum of thirty (30) days from the date at which it met or until its next regularly scheduled meeting, whichever is longer, to review the application and to submit its recommendation to the Village Council. If a recommendation is not made during said time period, the application shall be forwarded to the Village Council without a recommendation from the Planning Board.
 - d) When dealing with the Conditional Use Permit process, it may be desirable to request additional information in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the Planning Board and/or Village Council may request needed additional information as they deem necessary.
 - e) Once the application is forwarded to the Village Council from the Planning Board, the Village Council shall consider conducting a public hearing as prescribed in Article 12.1.7 (a public

hearing is required if CUP is to be approved). In the event the Village Council deems a public hearing appropriate, due notice of such public hearing shall be as prescribed in Article 12.1.7(A) and (B) of the Village of Marvin Zoning Ordinance.

This completed application shall be submitted to the Zoning Administrator and shall not be considered complete unless accompanied by all required information and a fee in accordance with the current Fee Schedule adopted by the Village of Marvin. Please note: all fees for regulation approval in the Village of Marvin are non-refundable, and checks that are returned will be subject to a returned check fee in accordance with the current fee schedule adopted by the Village of Marvin.

To the best of my knowledge, all information herein submitted is accurate and complete.

[Signature]
Signature of Property Owner

1/15/2021
Date

[Signature]
Signature of Applicant

1/15/2021
Date

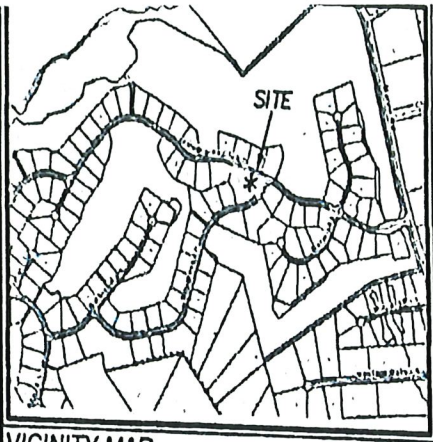
All of the information herein required has been submitted by the applicant and is included or attached with this application.

Signature of Zoning Administrator

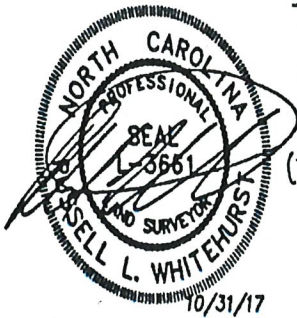
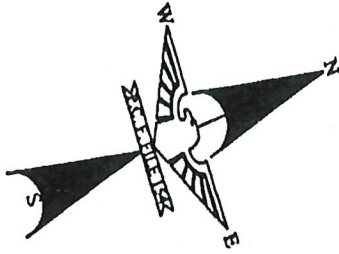
Date

This section to be filled out by the Zoning Administrator

1. Completed application submitted on 1/15/21
2. First reviewed by Planning Board on 2/16/21
3. Action by the Planning Board taken on 2/16/21
4. Action of the Planning Board: Approve as presented at meeting, recommend a new, cleaner site plan when presenting to council
5. First reviewed by Village Council on _____
6. Public Hearing held on _____
7. Notification posted on Village of Marvin bulletin board on _____
8. Publication notices filed in _____
(name of newspaper)
on _____ and _____
(date of publication) (date of publication)
9. Action by the Village Council taken on: _____
10. Action of the Village Council: _____



VICINITY MAP
NOT TO SCALE



Jennifer Sager
1000 Spyglass Lane
Waxhaw, NC 28173
(732)-337-9420
20' PDE AS SHOWN ON PC
F' File 154

Distance from
Pool to Property Line
Right: 20' 8"
Left: 20' 8"
Rear: 218' 11"

*existing fence
lining property
line*

NOTES:

NO USGS HORIZONTAL MONUMENTATION FOUND WITHIN 2000 FEET OF SITE.

OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.

PROPERTY SUBJECT TO FULL TITLE SEARCH.

THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.

AREA COMPUTED BY COORDINATE GEOMETRY.

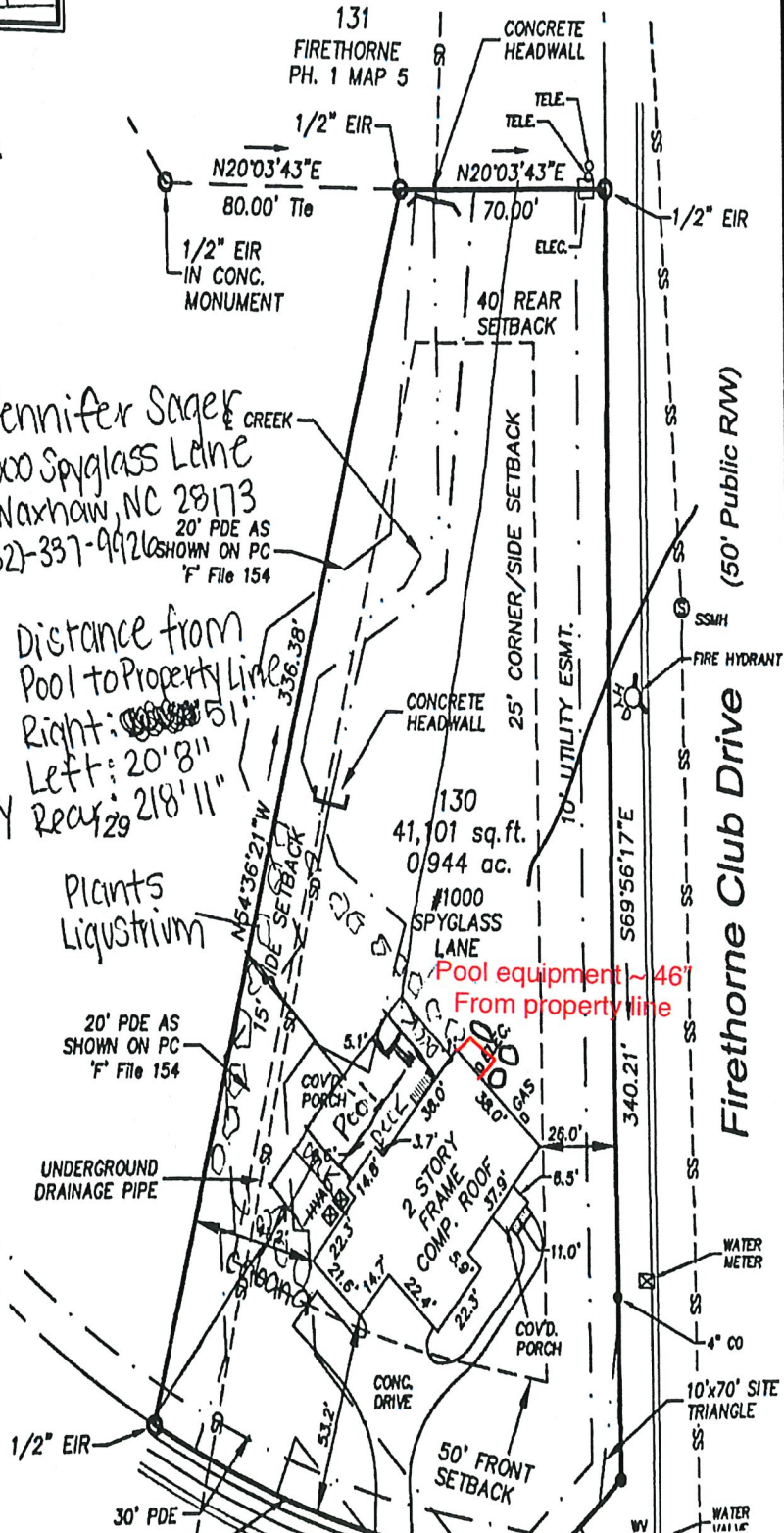
R/W = RIGHT OF WAY
EIR = EXISTING IRON REBAR 1/2"
EIP = EXISTING IRON PIPE
NIR = NEW IRON REBAR 1/2"

..TAX# 06240070

ZONING = R-40 CLUSTER

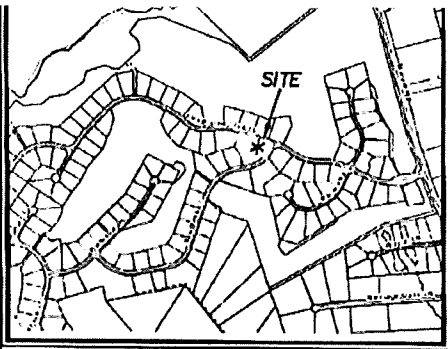
L=104.79 R=325.00
Ch=104.34 S39°17'59"W

THIS IS TO CERTIFY THAT ON THE 31st DAY OF OCTOBER, 2017 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON, EXCEPT AS NOTED. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 LINEAR FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

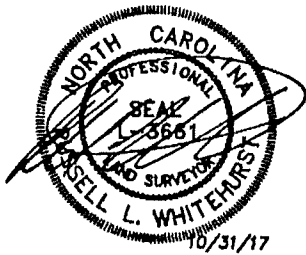


Firethorne Club Drive (50' Public RW)

Pool equipment ~ 46'
From property line



VICINITY MAP
NOT TO SCALE



THIS IS TO CERTIFY THAT ON THE 31st DAY OF OCTOBER, 2017 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON, EXCEPT AS NOTED. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 LINEAR FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

NOTES:

NO USGS HORIZONTAL MONUMENTATION FOUND WITHIN 2000 FEET OF SITE.

OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.

PROPERTY SUBJECT TO FULL TITLE SEARCH.

THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.

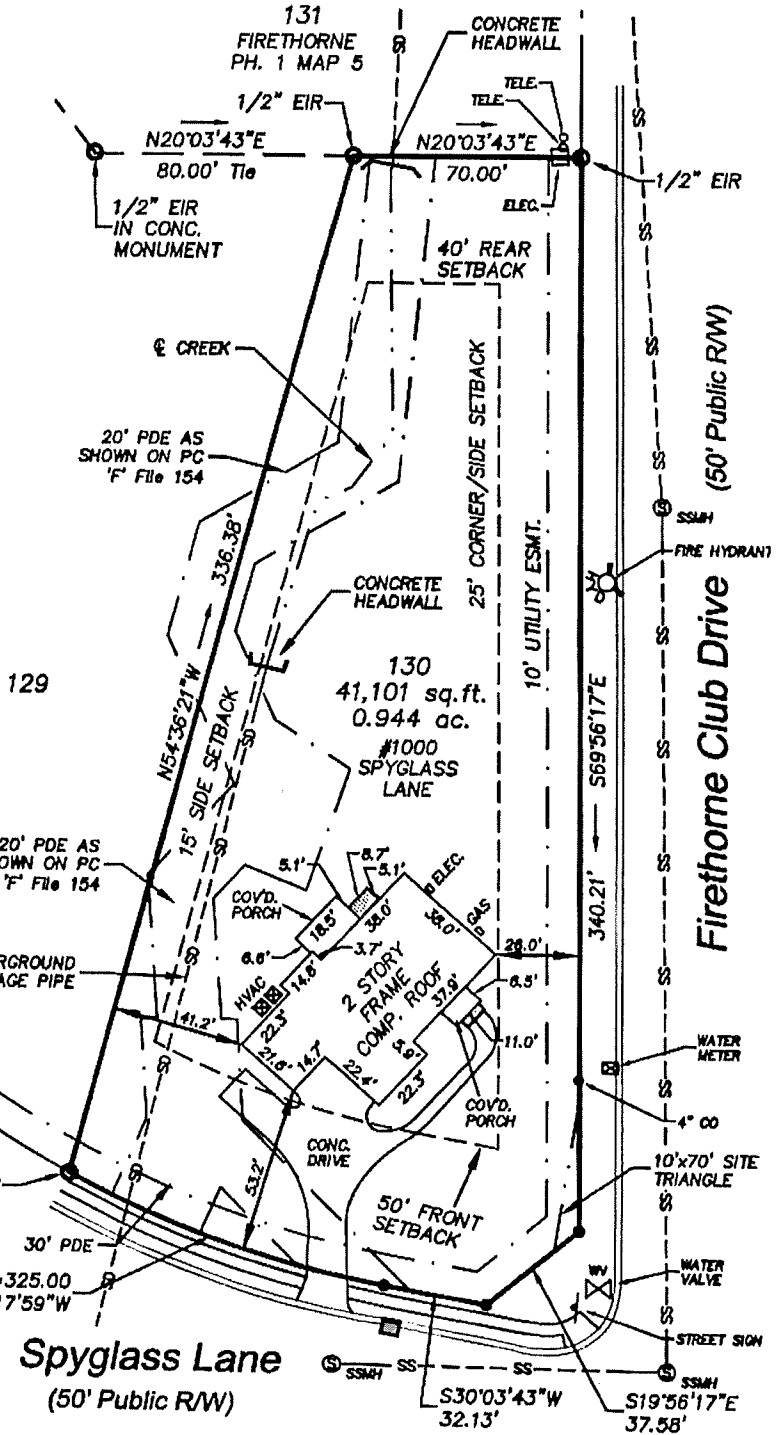
AREA COMPUTED BY COORDINATE GEOMETRY.

R/W = RIGHT OF WAY
EIR = EXISTING IRON REBAR 1/2"
EIP = EXISTING IRON PIPE
NIR = NEW IRON REBAR 1/2"

TAX# 06240070
ZONING =R-40 CLUSTER

FLOOD NOTE:
THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. MAP NUMBER 3710445600K DATED 3/2/2009

L=104.79 R=325.00
Ch=104.34 S39°17'59"W



Spyglass Lane
(50' Public R/W)



2013-A Van Buren Ave.
Indian Trail, NC 28079
(704) 882-4222
www.cagleonline.net

PHYSICAL SURVEY

LOT 130 - FIRETHORNE SUBDIVISION, PH. 1 MAP 3
Sandy Ridge Township, Union County, N.C.

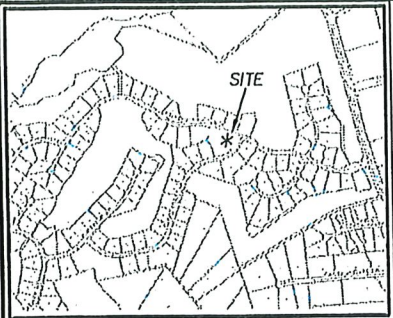
SCALE 1" = 40'

FOR THE BENEFIT OF LINNANE CONSTRUCTION

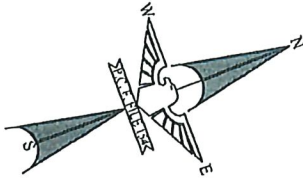
MAP REFERENCE IN BOOK F PAGE 154

DEED REFERENCE IN BOOK _____ PAGE _____

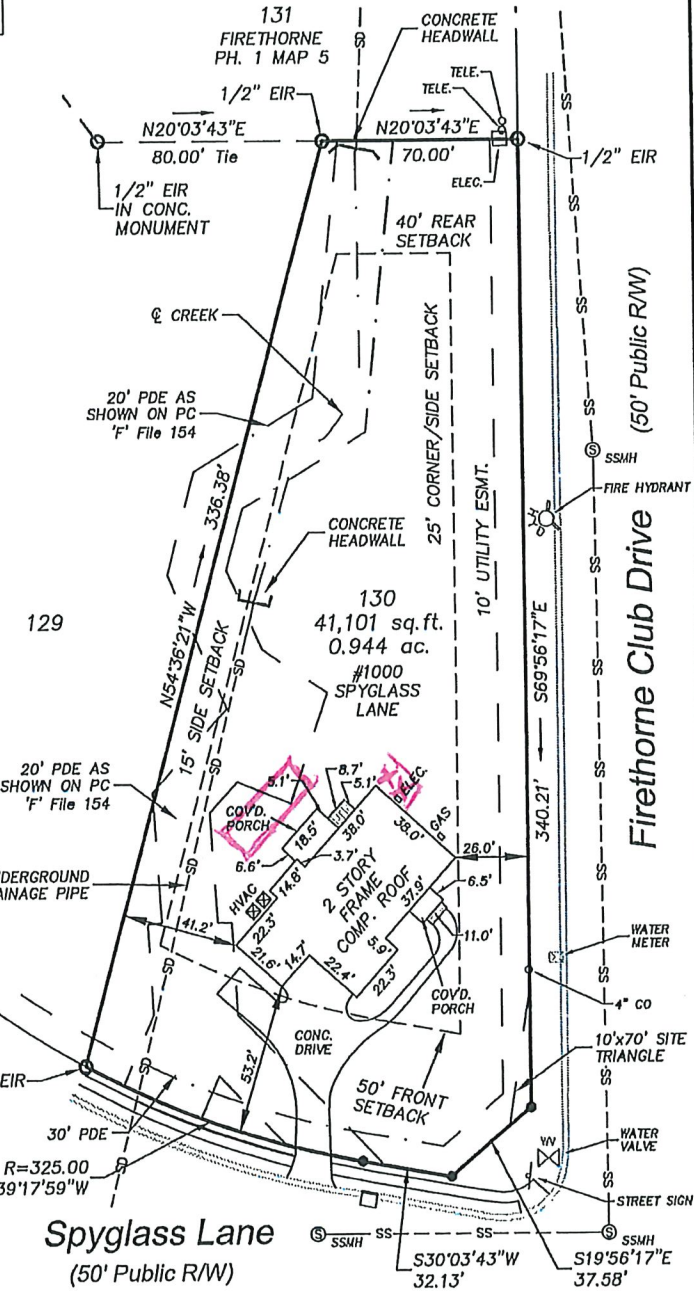
EEL PROJECT NUMBER: 5706



VICINITY MAP
NOT TO SCALE



THIS IS TO CERTIFY THAT ON THE 31st DAY OF OCTOBER, 2017 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND IMPROVEMENTS, IF ANY, ARE SHOWN HEREON, EXCEPT AS NOTED. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 LINEAR FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.



NOTES:

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AREA COMPUTED BY COORDINATE GEOMETRY.

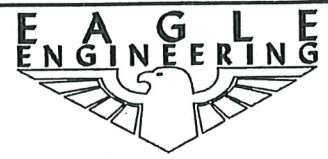
R/W = RIGHT OF WAY
EIR = EXISTING IRON REBAR 1/2"
EIP = EXISTING IRON PIPE
NIR = NEW IRON REBAR 1/2"

TAX# 06240070
ZONING =R-40 CLUSTER
L=104.79 R=325.00
Ch=104.34 S39°17'59"W

FLOOD NOTE:
THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. MAP NUMBER 3710445600K DATED 3/2/2009

Pool equipment

Pool



2013-A Van Buren Ave.
Indian Trail, NC 28079
(704) 882-4222
www.eagleonline.net

PHYSICAL SURVEY

LOT 130 - FIRETHORNE SUBDIVISION, PH. 1 MAP 3
Sandy Ridge Township, Union County, N.C.
SCALE 1" = 40'
FOR THE BENEFIT OF LINNANE CONSTRUCTION
MAP REFERENCE IN BOOK F PAGE 154
DEED REFERENCE IN BOOK PAGE
EEI PROJECT NUMBER: 5785



VILLAGE OF MARVIN

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

TO: Village Council

FROM: Rohit Ammanamanchi, Village Planner/Zoning Administrator

SUBJECT: Call for Public Hearing for Zoning Text Amendment Application #21-12592:
Amendment to §150.015 *DEFINITIONS* revise the definition of a Rural Subdivision

DATE: March 3, 2021

Background

American Land Holdings, LLC owns a 19-acre tract in Marvin and wishes to build a six-lot rural subdivision. The Planning Board Recommendation to modify the application is as follows:

- (1) A subdivision that meets all of the following requirements:
 - (a) Involving not more than eight lots;
 - (b) With a parent tract of at least ~~25~~ 12 acres;
 - (c) Minimum lot sizes are two acres;
 - (d) A minimum of half of the resulting lots are larger than 2.5 acres; and
 - (e) No more than one new road is created, which must be platted for public dedication

The Rural Subdivision was conceived in 2016 as a way to allow large lot subdivisions between 4 to 8 lots total with an expedited process. At the time, it was adopted to allow Three Pond Acres to go through a process similar to a minor subdivision, given that it was a low impact proposal of 7 lots on 34 acres. However, the 25-acre minimum was a somewhat arbitrary condition added onto the definition of rural subdivision and is unnecessary to uphold the large lot design that is created by the Rural Subdivision regulations. Now, there is a proposal for six lot rural subdivision on a 19-acre tract which, other than not being at least 25 acres, meets the other regulations of the Rural Subdivision. Staff analysis is that a Rural Subdivision would be consistent with the Marvin Land Use Plan even without a 25-acre minimum. Furthermore, removing the restrictions would cause more properties to eligible to develop as a Rural Subdivision which favors the desires in the Marvin Land Use Plan to preserve a low-density residential village character.

The Planning Board voted to keep a minimum tract size of 12 acres, and ensure that rural subdivision roads may not have gates by making them be platted as public.

Therefore, Staff recommends approval of the text amendment as modified by Planning Board or with other proposed modifications. The subdivision sketch plan is provided for context but should not be discussed in depth at this time.

Current

Staff requests Council to review the application and the Planning Board recommendations for revisions, and either approve as originally submitted or approve with revisions.

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

VILLAGE OF MARVIN
ZONING TEXT CHANGE
APPLICATION

10004 New Town Road
Marvin, NC 28173

Application Number: 21-12592 Application Date: FEBRUARY 9, 2021

Applicant's Name: AMERICAN LAND HOLDINGS, LLC Telephone Number: 704-552-5338

Applicant's Mailing Address: P.O. BOX 78926, CHARLOTTE, NC 28271

Email: mel@grahamenterprises.org

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

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


Existing Text Wording: 150.015 DEFINITIONS
RURAL SUBDIVISION. _____
(1) A subdivision that meets all of the following requirements: _____
(a) Involving not more than eight lots; _____
(b) With a parent tract of at least 25 acres; _____
(c) Minimum lot sizes are two acres; _____
(d) A minimum of half of the resulting lots are larger than 2.5 acres; and _____
(e) No more than one new road is created _____

Proposed Text Wording: 150.015 DEFINITIONS
RURAL SUBDIVISION. _____
(1) A subdivision that meets all of the following requirements: _____
(a) Involving not more than eight lots; _____
(b) Minimum lot sizes are two acres; _____
(c) A minimum of half of the resulting lots are larger than 2.5 acres; and _____
(d) No more than one new road is created _____

Reason for Text Change: We are proposing a Rural Subdivision on a 19 acre tract that meets all other criteria for a Rural Subdivision.

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

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



Applicant's Signature

2/9/21

Date

Check # _____

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

Zoning Administrator

Date

For Village Use Only

Reviewed by Planning Board on: 2/16/21

Planning Board Action: Recommend approval with modifications.

Village Council called for Public Hearing on 2/25/21

Public Hearing Notice Published in Enquirer Journal on 2/27/21 & 3/5/21
Name of newspaper dates published

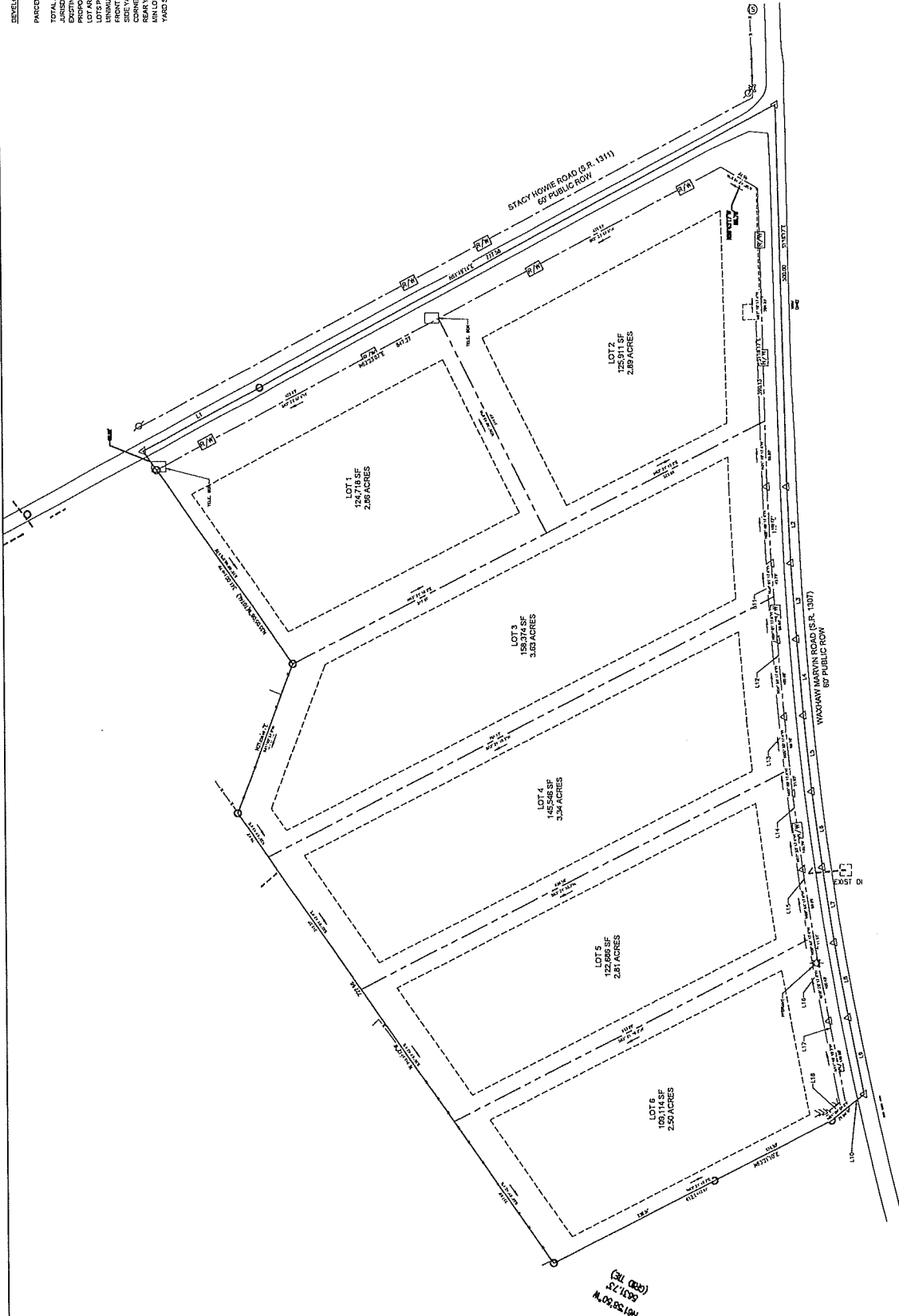
Public Hearing held on: _____

Application reviewed by Village Council on: _____

Village Council Action: _____

DEVELOPMENT SUMMARY

PARCEL ID:	RECORD:
TOTAL ACREAGE	41.60 ACRES
EXISTING ZONING	R (VILLAGE OF MARVIN)
PROPOSED USE	RURAL SUBDIVISION
LOTS PROPOSED	6
MINIMUM LOT SIZE	43,500 SF
FRONT YARD SETBACK	50 FEET
CORNER YARD SETBACK	25 FEET
REAR YARD SETBACK	40 FEET
MIN LOT WIDTH (AT FRONT YARD SETBACK) ALL LOTS	130 FEET



THE GATES AT MARVIN - MARVIN, NC - CONCEPT PLAN



PN1021020 | 2.4.2021 | US LAND HOLDINGS, LLC



US LAND HOLDINGS, LLC



LandDesign

3/20/21 11:14 AM - 13/20/21 11:14 AM



S. Preston Douglas & Associates, LLP

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS

American Institute of CPAs

N. C. Association of CPAs

December 29, 2020

To the Honorable Mayor and
Members of the Village Council
and the Finance Officer

Village of Marvin
10004 New Town Road
Marvin, NC 28173

We are pleased to confirm our understanding of the services we are to provide Village of Marvin for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Village of Marvin as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Village of Marvin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Marvin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Local Government Employees' Retirement System's Schedules of the Proportionate Share of Net Pension Liability (Asset)
- 3) Schedule of Contributions - Local Government Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Village of Marvin's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Capital Projects Fund
- 3) Schedule of Ad Valorem Taxes Receivable
- 4) Analysis of Current Tax Levy – Village-Wide Levy

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Village of Marvin and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Village of Marvin's financial statements. Our report will be addressed to the Mayor and Commissioners of the Village of Marvin. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Village of Marvin is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the

financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village of Marvin's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Village of Marvin in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations,

contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

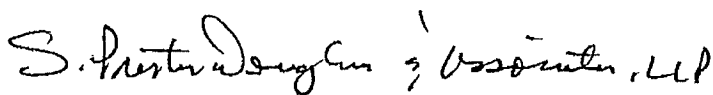
The audit documentation for this engagement is the property of S. Preston Douglas & Associates, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of S. Preston Douglas & Associates, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Local Government Commission or its designee. The Local Government Commission or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately August 1, 2021 and to issue our reports no later than October 31, 2021. Lee Grissom CISA, CFE, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$12,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Village of Marvin and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully yours,



S. Preston Douglas & Associates, LLP
Lumberton, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Village of Marvin.

Finance Officer's signature: _____

Title: _____

Date: _____

Mayor's signature: _____

Title: _____

Date: _____

The of and	Governing Board MAYOR AND VILLAGE COUNCIL MEMBERS
	Primary Government Unit (or charter holder) VILLAGE OF MARVIN, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name S. PRESTON DOUGLAS & ASSOCIATES, LLP
	Auditor Address 907 N. WALNUT STREET LUMBERTON, NC 28358

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitted-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Jamie Privuznak Scherer

Finance Officer

finance@marvinnc.gov

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	VILLAGE OF MARVIN, NC
Audit Fee	\$ 12,500
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
S. PRESTON DOUGLAS & ASSOCIATES, LLP	
Authorized Firm Representative (typed or printed)* Lee Grissom, CISA, CFE, CPA	Signature*
Date*	Email Address* lgrissom@spdouglas.com

GOVERNMENTAL UNIT

Governmental Unit*	
VILLAGE OF MARVIN, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	03/09/21
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*



VILLAGE OF MARVIN

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

Memorandum

TO: Mayor and Village Council
FROM: Jamie Privuznak, Finance Officer
SUBJECT: Parker Poe Engagement Letter and Fees Related to Installment Financing Agreement for Village Hall
DATE: Tuesday, March 9, 2021

Background:

Parker Poe Adams & Bernstein LLP ("Parker Poe") is a subject matter expert in the field of installment financing agreements. Parker Poe will serve as Special Counsel for the Village Hall project and will draft a variety of documents, included but not limited to, the Deed of Trust, the Preliminary Resolution and the Public Notice, in connection with financing the costs for the construction of Village Hall. Most importantly, Parker Poe will opine on the validity of the installment financing agreement and that the contract is enforceable in court. In the upcoming months, you will hear more from Parker Poe as we get closer to closing on a loan with a bank for Village Hall.

As you recall, Village Staff is working with First Tryon. As financial advisors, First Tryon will help us secure a lender; will draft the amortization schedule for the loan and will guide us through the debt application process with the Local Government Commission. On March 3, Village Staff executed a contract in the amount of \$15,000 with First Tryon for their services as related to the Village Hall project.

Current:

Attached is an engagement letter with Parker Poe. In this letter, you will learn about Parker Poe's role in the Village Hall project. On the first page, you will see Parker Poe's flat fee (\$20,000) for drafting the documents for closing on the loan.

Finally, Christina and I would like to make you aware of all the fees that will be paid at closing on the loan. Below is a table, which lists the fee and the recipient.



VILLAGE OF MARVIN

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

Village of Marvin, North Carolina
2021 Installment Financing (Village Hall)
Cost of Issuance Summary

Entity	Fee
Bond Counsel <i>Parker Poe</i>	\$20,000
Financial Advisor <i>First Tryon Advisors</i>	15,000
Bank Counsel (estimate) <i>TBD</i>	5,000
Title Insurance (estimate)	3,000
LGC	1,250
Miscellaneous/Contingency	5,750
Total	\$50,000

Suggested Motion: Approve the Engagement Letter with Parker Poe and Authorize the Manager to Execute a Contract in the amount of \$20,000 to draft documents related to the installment financing agreement for Village Hall.



Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

February 18, 2021

VIA E-MAIL

Jamie Privuznak, MPA, CBEO
Finance Officer
Village of Marvin
10004 New Town Rd
Marvin, NC 28173
finance@marvinncc.gov

*Village of Marvin, North Carolina
Installment Financing Contract
(2021)*

Dear Jamie:

We appreciate the opportunity for Parker Poe Adams & Bernstein LLP to serve as bond counsel to the Village of Marvin (the "*Village*") in connection with an installment financing for the financing of the costs of construction of a new Village Hall. The Village will enter into an installment financing contract in an approximate amount of \$1.8 million with a lender to be selected through a RFP process. First Tryon Advisors is acting as financial advisor for the Village with respect to this financing. I will be the Village's primary contact for our firm's work on this financing with the assistance of my associate Andy Walsh and my tax partner Mike Larsen. The firm will provide services as bond counsel for a fee of \$20,000 which includes disbursements for such items as photocopying, long distance telephone, travel, facsimile, express delivery and preparation of the transcripts.

Our services include:

1. participation in meetings with Village staff and, to the extent deemed necessary by the Village staff, with the Council, related to structuring and execution of the financing;
2. preparation of various resolutions and other documentation relating to the authorization, execution and delivery of the installment financing contract;
3. review and preparation of all other papers required as a condition precedent to the execution and delivery of the installment financing contract;

PPAB 6101266v1

4. working with the lender and its counsel to satisfy the lender's requirements to complete the financing;

5. supervise the closing of the installment financing, including the execution and delivery of the financing documents; and

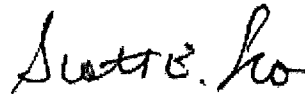
6. delivery of an approving legal opinion at closing to the effect that the installment financing agreement has been validly executed and delivered and is enforceable in accordance with its terms, subject to the usual and customary exceptions.

The scope of the services that Parker Poe will provide may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services Parker Poe is to perform. I have attached our Standard Terms of Engagement, which form a part of this engagement letter.

We wanted to make you aware that our firm has likely represented, may currently represent and/or will likely represent in the future the lender that is selected by the Village for this financing in transactions unrelated to this financing. Because the Village is represented by the Village Attorney in the transaction related to the financing, we do not consider our representation as bond counsel to be a conflict of interest; however, if any issues arise that we believe would create a conflict of interest we will immediately inform you and work with the Village Attorney to resolve the matter in a satisfactory manner.

We look forward to completing this transaction for the Village. If the Village is in agreement with the terms of this engagement letter, please have the appropriate person sign below and scan a copy back to me.

Sincerely,



Scott E. Leo

Approved:

Village of Marvin, North Carolina

By: _____

Title: _____

PARKER POE ADAMS & BERNSTEIN LLP
STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. If the client terminates the firm's services or elects not to issue the Bonds, the firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the firm has spent on the matter to that date. Unless otherwise requested by the client, the firm will consider the representation terminated upon the completion of the financing.



VILLAGE OF MARVIN

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

TO: Mayor and Village Council

FROM: Rohit Ammanamanchi, Village Planning & Zoning Administrator

SUBJECT: Discussion and Consideration of Marvin Gardens Residential Final Plat

DATE: March 3, 2021

Background

The residential portion of Marvin Gardens Individual-Conditional District (I-CD) is being developed by Saussy Burbank, who has submitted the Final plat for approval. There are no changes between the preliminary construction plan which was approved last year and the final plat presented. The site plan of the preliminary construction plan which was approved last year is attached for reference following the Final Plat.

To recap, Marvin Gardens Residential Subdivision is an age-restricted neighborhood of 25 homes on 13.918 acres. It is located at the SE corner of New Town Road and Providence Road, behind the commercial portion of the Marvin Gardens development.

Current

Staff requests Council to approve the Final Plat for the Marvin Gardens Residential Subdivision.

REVISIONS	DATE
2020/05/Marvin Gardens - New Town	
2020/05/Marvin Gardens - New Town	
PROJECT: 20-0101	
DRAWN BY: BC	
FIELD WORK: RH/CH	
JANUARY 15, 2021	

CAROLINA SURVEYORS, INC.
 P.O. BOX 287 PINEVILLE, N.C. 28134-0287
 CERTIFICATE OF REGISTRATION REC-1428-2008

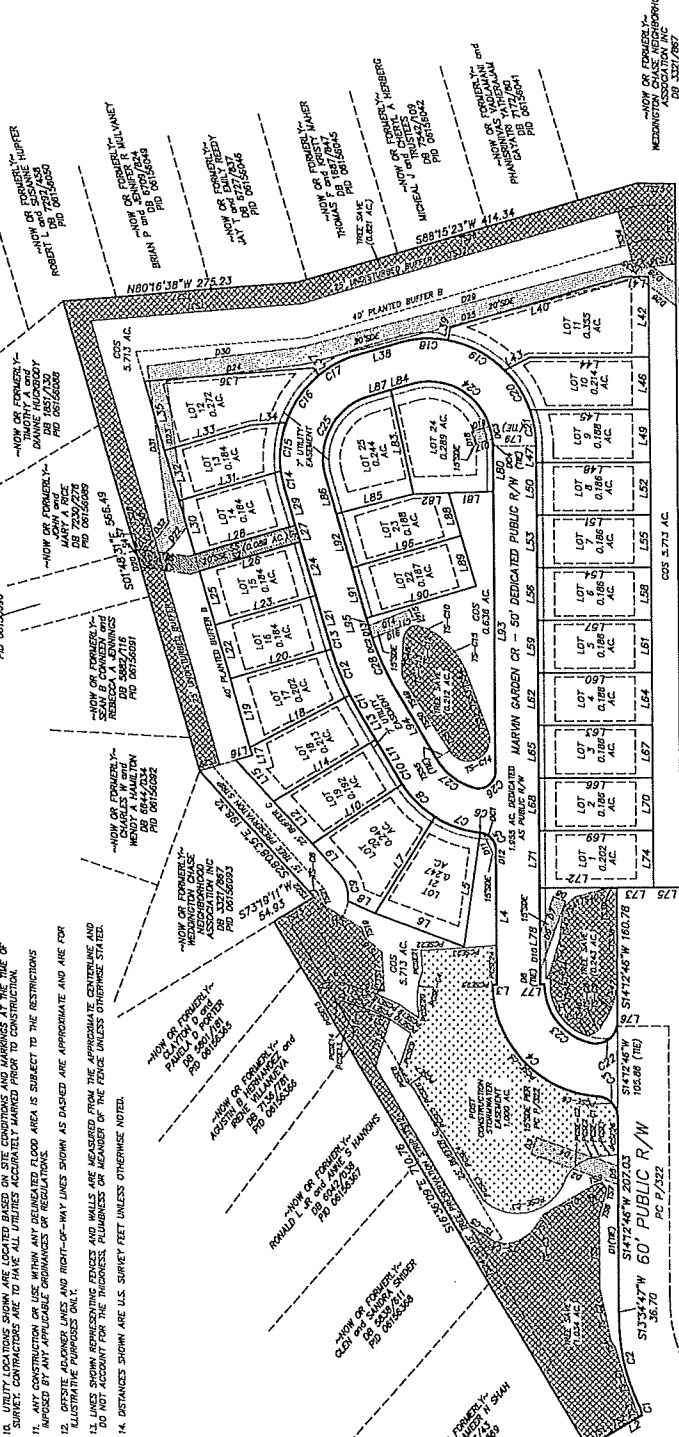
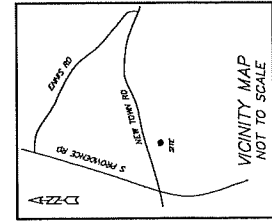
A RECORD PLAT SHOWING
COTTAGES AT MARVIN GARDENS
 (NEAR THE INTERSECTION OF S PROVIDENCE RD)
 OWNER: GRACIA INVESTMENTS, LLC
 AREA: 13.918 AC.
 TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA

THE UNDERSIGNED HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, HAVE BEEN PROVIDED TO THE SATISFACTION OF THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING. THE IMPROVEMENTS HAVE BEEN PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, AND THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING HAVE APPROVED THE IMPROVEMENTS AND THE SUBDIVISION PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS.

THE UNDERSIGNED HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, HAVE BEEN PROVIDED TO THE SATISFACTION OF THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING. THE IMPROVEMENTS HAVE BEEN PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, AND THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING HAVE APPROVED THE IMPROVEMENTS AND THE SUBDIVISION PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS.

THE UNDERSIGNED HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, HAVE BEEN PROVIDED TO THE SATISFACTION OF THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING. THE IMPROVEMENTS HAVE BEEN PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, AND THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING HAVE APPROVED THE IMPROVEMENTS AND THE SUBDIVISION PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS.

THE UNDERSIGNED HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, HAVE BEEN PROVIDED TO THE SATISFACTION OF THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING. THE IMPROVEMENTS HAVE BEEN PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, UNION COUNTY, NORTH CAROLINA, AND THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING AND PLANNING HAVE APPROVED THE IMPROVEMENTS AND THE SUBDIVISION PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS.



THE SUBDIVISION PLAT USE HEREBY FOUND TO COMPLY WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, AND IS APPROVED THIS DATE BY THE TOWN BOARD OF ZONING AND PLANNING IN THE OFFICE OF THE REGISTER OF DEEDS.

DATE: _____

TOWN ENGINEER: _____

TOWN BOARD OF ZONING AND PLANNING: _____

THE SUBDIVISION PLAT USE HEREBY FOUND TO COMPLY WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, AND IS APPROVED THIS DATE BY THE TOWN BOARD OF ZONING AND PLANNING IN THE OFFICE OF THE REGISTER OF DEEDS.

DATE: _____

TOWN ENGINEER: _____

TOWN BOARD OF ZONING AND PLANNING: _____

THE SUBDIVISION PLAT USE HEREBY FOUND TO COMPLY WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF MARVIN, AND IS APPROVED THIS DATE BY THE TOWN BOARD OF ZONING AND PLANNING IN THE OFFICE OF THE REGISTER OF DEEDS.

DATE: _____

TOWN ENGINEER: _____

TOWN BOARD OF ZONING AND PLANNING: _____

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DATE: _____

TOWN ENGINEER: _____

TOWN BOARD OF ZONING AND PLANNING: _____



NEW TOWN RD - S.R. #1315
 VARIABLE RIGHT OF WAY

