



**City of Boiling Spring Lakes  
Board of Commissioners Monthly Meeting  
July 6, 2021  
City Hall – 6:30 p.m.**

**PLEASE TURN OFF CELL PHONES**

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**1. Call to Order ~ Mayor Craig Caster**

Mayor Caster called the meeting to order at 6:30 p.m.

**2. Pledge of Allegiance – Mr. Roger Samson**

**3. Attendance ~**

Mayor Craig Caster  
Commissioner Teagan Hall  
Interim City Manager Mike Hargett  
Police Chief Greg Jordon

Commissioner Tom Guzulaitis  
Commissioner Dana Witt  
Commissioner Bill Clark  
City Clerk Jane McMinn

**4. Approval of Regular Agenda ~**

A *motion* was made by Commissioner Guzulaitis who requested to add *letter ~ c ~ to approve the minutes of the Special Meeting of June 29, 2021 and letter ~ d ~ to approve the Closed Session Minutes of June 29, 2021 under Number 5* to the agenda. A *second* was made by Commissioner Clark.

*Motion Carries ~ 5 ~ 0*

**5. Public Comment ~**

**a. Mrs. Karen Hartigan ~ 801 So. Shore Dr.**

Mrs. Hartigan complimented the wonderful job the Buildings and Grounds Department has been doing under the restructured management. The improvements to the entry walls, signs and the grounds are noticeable and make the City look much more attractive and inviting. It is my hope that additional enhancements will be made by the Department in the future and we are so grateful for the work they are doing.

**b. Mr. Roger Samson ~ 651 Trevino Rd.**

Mr. Samson stated he would like to see the monthly Mayor's Forum reinstated as it was several years ago. The Forum could meet once a month for the public to pose questions to the Board and receive a response and actually have a conversation. I hope the Board will

consider reinstating this meeting to allow the public to not only make a public comment but also receive an answer/comment from the Board.

The second item is the speculation the City may be considering the purchase of the golf course. It would be nice for the City to consider this purchase which will help to add more of a draw for the public to come and enjoy a city owned golf course along with revenue to support the purchase.

**6. Approval of Minutes ~**

- a. Approval of the Board of Commissioners Dam Workshop Meeting Minutes dated May 25, 2021.
- b. Approval of the Board of Commissioners Monthly Meeting dated June 1, 2021.
- c. Approval of the Board of Commissioners Special Meeting dated June 29, 2021.
- d. Approval of the Board of Commissioners Closed Session Meeting dated June 29, 2021.

A *motion* was made by Commissioner Witt, a *second* by Commissioner Hall to approve the Board of Commissioners Dam Workshop Meeting Minutes dated May 25, 2021, and Approval of the Board of Commissioners Monthly Meeting dated June 1, 2021.

*5 ~ 0 ~ Motion Carries*

A *motion* was made by Commissioner Clark, a *second* made by Commissioner Hall to approve the Special Meeting Minutes dated June 29, 2021, and the Closed Session Meeting Minutes dated June 29, 2021.

*5 ~ 0 ~ Motion Carries*

**7. Consent Agenda ~**

- a. Public Works
- b. Public Safety / Animal Control
- c. Parks & Recreation Department
- d. Finance Department
- e. Planning and Zoning
- f. Building Inspections / Code Enforcement

A *motion* to approve the Consent Agenda was made by Commissioner Witt, a *second* by Commissioner Hall.

*5 ~ 0 ~ Motion Carries*

## 8. Committee / Board Reports and Minutes ~

### a. **BSL Fire / Rescue ~ Chief Theresa Tickle**

Chief Tickle reported the department had 45 medical calls and 27 fire related calls, we also completed the smoke alarm canvass on June 5, 2021 and installed 54 smoke detectors free of charge and checked an additional 27 homes. We are preparing for hurricane season to make sure all our equipment is running properly. We attended the Farmer's Market a couple of weeks ago. August 14, 2021 we are planning the celebration of Boiling Spring Lakes Fire Rescue. We are preparing flyers to distribute and will bring some over to City Hall. The firefighters are having their physicals done again this year. We will be out at the concert at Spring Lake on July 23<sup>rd</sup> selling hamburgers and hot dogs as a fundraiser.

### b. **Community Appearance ~ Ms. Ann Hollingsworth, Chair**

Ms. Hollingsworth reported the Committee had the sign refurbished on the entrance wall, we hope you will all take a look; our Buildings & Grounds Department sanded and painted the sign and it looks so much better and we thank them for their efforts. Hopefully we will have some new landscaping in the future. We thank the Boiling Spring Lakes residents for bringing to our attention some of the beautiful properties we have so the Committee can recognize them for their efforts.

### c. **Planning Board ~ Jeremy Sexton, Chair**

Ms. Nicole Morgan reported there were no items for the agenda, therefore the Planning Board did not meet.

### d. **Parks & Recreation Advisory Board, Barbara Bennett Snyder, Chair**

Commissioner Guzulaitis reported no meeting was held in June.

### e. **Special Events ~ Jackie Barker, Chair**

Mrs. Lucille Launderville reported the Special Events Committee received the resignation of our Chair person, Jackie Barker. The committee will meet next week to research the direction of the Committee going forward and discuss the events we would traditionally schedule for September. At this point, it is doubtful we will be able to hold the traditional Mayor's Cup Golf Tournament in August at the Lakes Country Club due to the potential sale of the golf course.

### f. **Library Commission ~ Ms. Sherrie Kuzian, Chair**

Ms. Kuzian reported the Commission met on June 10, 2021 and welcomed our new member Sarah Cusick. We reported on the proposed classics shelf and inventory which was tabled as the information needed was inaccessible in the Library computer. The computer is not cost effective to repair, therefore we are researching a new computer for a purchase up to \$400. The inventory software needs to be upgraded at a cost of \$123 which was approved for purchase. Donations and the budget were presented by myself as the Chair. Our next meeting is scheduled for July 8, 2021.

## 9. City Manager's Monthly Report ~ City Manager Michael Hargett

Mr. Hargett reported:

- We have been working on coordination of technical and financial paths and working with McGill Engineering and Financial Consultants Davenport and Funding Agencies such as FEMA and USDA to coordinate these paths for the Dam Restoration Project. We are working to have all the financials in place along with the technical side in place. We are soliciting bids in October with an award in December.
- We now have the Sanford and Upper Dams design and funding approval for the technical side along with North Lake and Pine Lake.
- The Police Department project request was for three bids. On June 9, 2021 we received only one bid. The process calls for re-advertisement. If we receive only one bid the second time, we can then move on from there and have satisfied the Statue requirements. Upon the bid award, we would then begin to establish the project budget for the design build or the 100% build.  
After a discussion by the Board, it was decided to table the Police Department project to enable the Board to gather more information. The Police Department will be added to the August Agenda for further review.
- Water assessment and tap were collected with a request to waive the interest fee was discussed and the Board had no issue of waiving the outstanding water assessment interest fees.
- The City has selected Mr. Richard Green's firm to act as the City Attorney.
- Fifty Lakes and South Shore Drive paving contractor has been selected. The streambed Restoration Project is ready for bids. We have 19 properties that we are waiting for easement approval from the property owners.

*That the City Manager's Report is hereby incorporated by reference and made a part of these minutes.*

*A full recording of the July 6, 2021 Board of Commissioners Meeting can be found on the City Website [www.cityofbsl.org](http://www.cityofbsl.org) under minutes and agendas.*

## 10. Old Business ~

- a. No old business is listed.

## 11. New Business ~

- a. **Order** ~ appointing Roger Samson to the Board of Adjustment for a three (3) year term beginning July 6, 2021; and appointing Steve Randone to the Board of Adjustment for a three (3) year term beginning July 6, 2021.

A ***motion*** was made by Commissioner Guzulaitis, a ***second*** by Commissioner Clark was made for approval.

***5 ~ 0 ~ Motion Carries***

- b. **Order** ~ appointing Thomas Guma as Secretary to the ABC Board for a three (3) year term beginning July 6, 2021

A *motion* was made by Commissioner Hall, a *second* by Commissioner Witt was made for approval.

*5 ~ 0 ~ Motion Carries*

- c. **Order** ~ authorizing the City Manager to accept the proposal from Jim Rizzo of TRIPLET Parts & Equipment of Rocky Point, North Carolina for the purchase of a 2022 International HV407 16' Dump Truck in the amount of *One Hundred Forty Seven Thousand Seventeen Dollars (\$147,017.00)*.

A *motion* was made by Commissioner Clark, a *second* by Commissioner Witt approving the purchase from TRIPLET Parts and Equipment.

*5 ~ 0 ~ Motion Carries*

- d. **Order** ~ amending the Table of Organization creating the position of Zoning Technician with pay rate being Grade 14 within the adopted pay table for the position.

A *motion* was made by Commissioner Hall, a *second* by Commissioner Witt approving the Zoning Technician position.

*5 ~ 0 ~ Motion Carries*

- e. **Order** ~ approving Amendment 1 to Task Order No. 2 for the design services related to the dam restoration project with McGill Associates in the amount of \$39,616.00 and authorizing the City Manager to execute the amendment.

A *motion* was made by Commissioner Clark, a *second* by Commissioner Witt approving the Amendment for design services.

*5 ~ 0 ~ Motion Carries*

- f. **Order** ~ approving additions to the easements related to the dam restoration project for Parcel Pin # 218014-34-9565, (200 North Shore Drive) in accordance with the costs below and as outlined on the attached exhibit.

A *motion* was made by Commissioner Clark, a *second* by Commissioner Guzulaitis approving additions to the easements related to the dam at 200 North Shore Drive.

*5 ~ 0 ~ Motion Carries*

- g. **Order** ~ approving additions to the easements related to the dam restoration project for Parcel Pin # 218017-10-8400 (1499 South Shore Drive).

A *motion* was made by Commissioner Guzulaitis, a *second* by Commissioner Clark approving Option #1 for the dam restoration project at 1499 South Shore Drive.

*5 ~ 0 ~ Motion Carries*

- h. Order** ~ authorizing the solicitation of bids for replacement of stormwater culverts under the MOTSU railroad; and, related culverts in the surrounding area as bid alternates.

A *motion* was made by Commissioner Guzulaitis, a *second* by Commissioner Hall to approve soliciting bids.

*5 ~ 0 ~ Motion Carries*

- i. Order** ~ authorizing the City Manager to execute two-year extensions to the contract originally dated October 2, 2018 for Debris Monitoring and Public Assistance Consulting Services with Soundside Consulting, LLC of Lake Mary, Florida.

A *motion* was made by Commissioner Witt, a *second* by Commissioner Hall approving the two year extension with Soundside Consulting.

*5 ~ 0 ~ Motion Carries*

- j. Order** ~ approving the agreement with Richard F. Green to serve as City Attorney for the City of Boiling Spring Lakes and authorizing the City Manager to execute the agreement.

A *motion* was made by Commissioner Clark, a *second* by Commissioner Hall approving the agreement of the City Attorney, Richard F. Green.

*5 ~ 0 ~ Motion Carries*

- k. Resolution** ~ by the Boiling Spring Lakes Board of Commissioners Requesting the North Carolina Department of Transportation Transfer of Ownership and Maintenance of Sections of East Boiling Spring Road to the City of Boiling Spring Lakes.

A *motion* was made by Commissioner Witt, a *second* by Commissioner Guzulaitis approving the Transfer of Ownership and Maintenance of Sections of East Boiling Spring Road to the City of Boiling Spring Lakes.

*5 ~ 0 ~ Motion Carries*

- l. Resolution** ~ adopting the 2021 Personnel Manual for the City of Boiling Spring Lakes.

A *motion* was made by Commissioner Witt, a *second* by Commissioner Hall approving the 2021 Personnel Manual.

5 ~ 0 ~ Motion Carries

11. Announcements ~

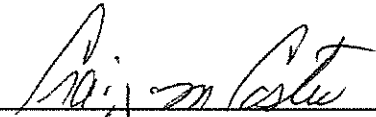
Commissioner Hall Congratulated our City Clerk, Jane McMinn who was recognized and placed on the 2021 Municipal Clerks Honor Roll by the General Code in appreciation of outstanding and dedicated service as Municipal Clerk for the City of Boiling Spring Lakes.

Mayor Caster reminded everyone we are entering hurricane season and now is the time for preparation and to stay alert.

12. Adjourn ~

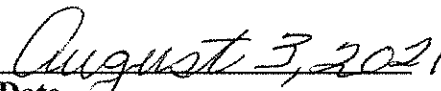
A *motion* to adjourn was made by Commissioner Witt, a *second* by Commissioner Clark adjourning the *Board of Commissioners Meeting of July 6, 2021 at 7:35 p.m.*

5 ~ 0 ~ Motion Carries

  
\_\_\_\_\_  
Craig M. Caster, Mayor

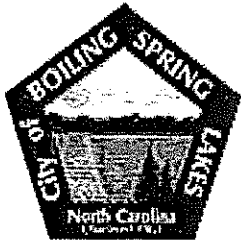
ATTEST:

  
\_\_\_\_\_  
Jane E. McMinn, City Clerk

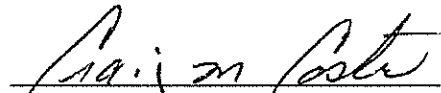
  
\_\_\_\_\_  
Date



ORDER #: 2021-18

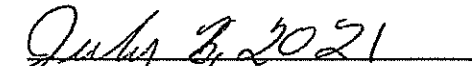


**ORDER** appointing Roger Samson to the Board of Adjustment for a three (3) year term beginning July 6, 2021; and appointing Steve Randone to the Board of Adjustment for a three (3) year term beginning July 6, 2021.

  
Craig M. Caster, Mayor

**ATTEST:**

  
Jane E. McMinn

  
Date





**Jane McMinn**

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**From:** The City of Boiling Spring Lakes, NC <notifications@cognitofrms.com>  
**Sent:** Wednesday, June 2, 2021 4:59 PM  
**To:** Jane McMinn  
**Subject:** Appointment to Boards & Committees - Roger Samson

Be Advised: This email originated from outside of the City of Boiling Spring Lakes, NC

## The City of Boiling Spring Lakes, NC

### Appointment to Boards & Committees

[View full entry at CognitoForms.com.](#)

### Entry Details

WHICH BOARD/COMMITTEE WOULD YOU LIKE TO APPLY FOR?	Board of Adjustments
ARE YOU CURRENTLY SERVING ON ANY OTHER BOARD?	No
YOUR NAME:	Roger Samson
SPOUSE'S NAME:	Martha Samson
HOME ADDRESS:	651 Trevino RD, Southport, North Carolina 28461
PHONE NUMBER:	(910) 269-8816
EMAIL ADDRESS:	samson7@mindspring.com
RESIDENT OF BSL:	yes

HOW MANY YEARS HAVE YOU BEEN A RESIDENT? 24

STATE & COUNTY OF LEGAL RESIDENCE: NC

DO YOU ANTICIPATE ANY CONFLICTS OF INTEREST IF APPOINTED? No

Jane McMinn

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**From:** The City of Boiling Spring Lakes, NC <notifications@cognitoforms.com>  
**Sent:** Thursday, May 27, 2021 2:25 PM  
**To:** Jane McMinn  
**Subject:** Appointment to Boards & Committees - Steve Randone

Be Advised: This email originated from outside of the City of Boiling Spring Lakes, NC

## The City of Boiling Spring Lakes, NC

### Appointment to Boards & Committees

[View full entry at CognitoForms.com.](#)

### Entry Details

WHICH BOARD/COMMITTEE WOULD YOU LIKE TO APPLY FOR? Board of Adjustments

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARD? Yes

IF YES, LIST BOARD: Board of Adjustment

YOUR NAME: Steve Randone

SPOUSE'S NAME: Mary Randone

HOME ADDRESS: 171 S. Shore Drive, Southport, North Carolina  
28461

PHONE NUMBER: (910) 619-1929

EMAIL ADDRESS: steverandone@yahoo.com

RESIDENT OF BSL: Yes

HOW MANY YEARS HAVE YOU BEEN A RESIDENT? 10

EDUCATION AND EXPERIENCE WHICH WILL BENEFIT YOUR CHOICE OF COMMITTEE/BOARD: See Previous Form Submitted

PRESENT EMPLOYER / TITLE: Brunswick County / Information Technology Director

SIGNIFICANT PAST EMPLOYMENT: See Previous Form Submitted

CURRENT CIVIC/COMMUNITY PARTICIPATION: Brunswick County Census Coordinator

DO YOU ANTICIPATE ANY CONFLICTS OF INTEREST IF APPOINTED? No

Education and experience which will benefit your choice of committee/board:

30+ years in local government including I.T., GIS, & Planning Numerous state and local boards including NC Local Government Committee to Secretary of State, NC Local Government Information Systems Association, NC Property Mappers Association (President), NC State Standards Committee for Digital Mapping and Orthophotography (Chair), Brunswick Senior Resources (Board of Directors), etc.

Present Employer/ Title:

Brunswick County / Management Information Services Director

Significant Past Employment:

Electrical Engineer - Flour Daniels International (8 years) MIS Director - Brunswick County (30+ years)

Current civic/community participation:

BSL Board of Adjustment

List qualifications you may have for this particular committee/board:

Subdivision planning & approval Zoning Plat & Deed interpretation Building Inspections application and approval process DOT ROW plan review Orthophotography Surveying (Advanced Surveying through NC State) Etc.

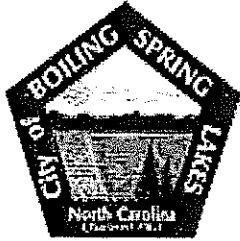
Do you Anticipate Any Conflicts of Interest if Appointed?

None

A form has been submitted, click the link below to view the submission:

<http://www.cityofbsl.org/FormWizard/ViewSubmission.aspx?mid=94&pageid=71&rid=ba71b3d1-eda5-4f15-b8e0-cd9cb54bf5dd>

ORDER #: 2021-19



**ORDER** appointing Thomas Guma as Secretary to the ABC Board for a three (3) year term beginning July 6, 2021.

Craig M. Caster  
Craig M. Caster, Mayor

ATTEST:

Jane McMinn  
Jane McMinn, City Clerk

July 6, 2021  
Date

**Jane McMinn**

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**From:** The City of Boiling Spring Lakes, NC <notifications@cognitoforms.com>  
**Sent:** Monday, May 24, 2021 12:10 PM  
**To:** Jane McMinn  
**Subject:** Appointment to Boards & Committees - Thomas Guma

Be Advised: This email originated from outside of the City of Boiling Spring Lakes, NC

## The City of Boiling Spring Lakes, NC

### Appointment to Boards & Committees

[View full entry at CognitoForms.com.](#)

### Entry Details

WHICH BOARD/COMMITTEE WOULD YOU LIKE TO APPLY FOR? ABC Board

ARE YOU CURRENTLY SERVING ON ANY OTHER BOARD? No

YOUR NAME: Thomas Guma

SPOUSE'S NAME: Christine Guma

HOME ADDRESS: 217 N Shore Dr, Boiling Spring Lakes, North Carolina 28461

PHONE NUMBER: (910) 368-7567

CELL PHONE NUMBER: (910) 368-7567

EMAIL ADDRESS: thomasmichael42@live.com

RESIDENT OF BSL: Yes

HOW MANY YEARS HAVE YOU BEEN A RESIDENT? 19

STATE & COUNTY OF LEGAL RESIDENCE: North Carolina Brunswick County

EDUCATION AND EXPERIENCE WHICH WILL BENEFIT YOUR CHOICE OF COMMITTEE/BOARD: High School graduate and some college, 30 plus years of Sales and Customer Service Experience ,Knowledge of computers and Strong Ability to solve Problems

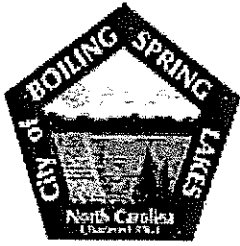
PRESENT EMPLOYER / TITLE: Verizon Wireless / Technical Support Expert 12 years of service

SIGNIFICANT PAST EMPLOYMENT: Building supply sales and warehouse/inventory control/Supervising install crews

CURRENT CIVIC/COMMUNITY PARTICIPATION: none at this time

DO YOU ANTICIPATE ANY CONFLICTS OF INTEREST IF APPOINTED? No





**ORDER** authorizing the City Manager to accept the proposal from Jim Rizzo of TRIPLE T Parts & Equipment of Rocky Point, North Carolina for the purchase of a 2022 International HV407 16' Dump Truck in the amount of *One Hundred Forty Seven Thousand Seventeen Dollars (\$ 147,017.00)*.

**Craig M. Caster**  
**Mayor**

**ATTEST:**

**Jane E. McMinn**  
**City Clerk**

**Date**



## Jane McMinn

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**From:** Jim Rizzo <Jim.Rizzo@wemeantrucks.com>  
**Sent:** Friday, July 9, 2021 10:40 AM  
**To:** Jane McMinn  
**Subject:** Truck paperwork  
**Attachments:** 20210709105024449.pdf

Be Advised: This email originated from outside of the City of Boiling Spring Lakes, NC

Jane,

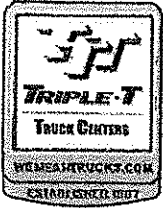
Please see attached signed paperwork.

The body paperwork needs to be signed by us only and sent to the body manufacturing company for their order from us.

Any other questions, please let me know.

Thank you,

Jim Rizzo  
Truck Sales Representative  
Triple-T Truck Centers  
Rocky Point, NC  
Mobile: 910.604.4624  
WEMEANTRUCKS.COM



Triple-T Parts & Equipment Company, Inc.  
 104 Daisy Scott Road  
 Rocky Point NC 28457  
 Phone: (910) 675-0112

**Purchase Agreement**

DE-04779  
 52624  
 Jim Rizzo

52624  
 BOILING SPRING LAKES, CITY OF  
 9 E BOILING SPRING RD  
 BOILING SPRING LAKES NC 28461-7744  
 P:(910) 845-2614 | F:(910) 845-2040

BOILING SPRING LAKES, CITY OF  
 9 E BOILING SPRING RD  
 BOILING SPRING LAKES, NC 28461-7744

Stock#:	VIN:	New 2022 INTERNATIONAL HV507	Price:	\$120,983.00
		Mileage: 0		
		16' OX STAMPEDE BODY, 2 WAY GATE, COMBO PINTLE/BALL HITCH, CANVASS COVER		\$25,539.00
			<b>Total Price</b>	<b>\$146,522.00</b>
			Documentation Fee	\$495.00
			<b>Balance Due Upon Delivery</b>	<b>\$147,017.00</b>



NCSA BID #19-03-0504RR  
 LOT #49

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

<u>Bill Keckenhouser</u> Purchaser's Signature	_____	<u>Jim Rizzo</u> Sales Representative's Signature	7/7/2022
_____	Date	_____	Date
<u>Bill Keckenhouser</u> Purchaser's Printed Name		<u>Jim Rizzo</u> Sales Representative's Printed Name	
_____	Date	_____	Date
_____	Date	<u>Ross Foster</u> Manager's Signature	7/9/24
_____	Date	_____	Date
_____	Date	<u>Ross Foster</u> Manager's Printed Name	



Triple-T Parts & Equipment Company, Inc.  
 104 Daisy Scott Road  
 Rocky Point NC 28457  
 Phone: (910) 675-0112

**Purchase Agreement**

DE-04779

52624

Jim Rizzo

52624

**BOILING SPRING LAKES, CITY OF**  
 9 E BOILING SPRING RD  
 BOILING SPRING LAKES NC 28461-7744  
 P:(910) 845-2614 | F:(910) 845-2040

**BOILING SPRING LAKES, CITY OF**  
 9 E BOILING SPRING RD  
 BOILING SPRING LAKES, NC 28461-7744

<b>Stock#:</b>	<b>VIN:</b>	New 2022 INTERNATIONAL HV507	<b>Price:</b>	<b>\$120,983.00</b>
		Mileage: 0		
		16' OX STAMPEDE BODY, 2 WAY GATE, COMBO PINTLE/BALL HITCH, CANVASS COVER		\$25,539.00
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NCSA BID #19-03-0504RR  
 LOT #49

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser's Signature: Bill Keckenhauer Date: \_\_\_\_\_ Sales Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Purchaser's Printed Name: Bill Keckenhauer Sales Representative's Printed Name: \_\_\_\_\_  
 Co-Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Co-Purchaser's Printed Name: \_\_\_\_\_ Manager's Printed Name: \_\_\_\_\_

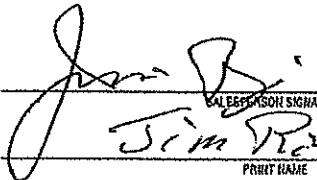
# CONDITIONS OF SALE

This order is subject to the following terms and conditions:

1. Triple-T Parts & Equipment Company, Inc., Triple-T Freightliner, Sterling, Western Star, Inc. or Triple-T Leasing Company, Inc. shall, individually or collectively, be referred to as "Dealer".
2. If the vehicle is accompanied by a body or other equipment, as shown on page 1, Purchaser acknowledges and agrees that the company which manufactured and installed the body or other equipment (the "Body Manufacturer") is solely responsible for any defects or other issues in any way associated with such body or its installation, and that Dealer has no responsibility therefore. This includes any failure on the part of the Body Manufacturer to complete the manufacture and installation of the body or other equipment following receipt of a deposit or other payment. If this occurs, Purchaser's sole recourse to recover the deposit or payment is against the Body Manufacturer and Purchaser remains obligated to purchase the vehicle from Dealer. Dealer will provide Purchaser with statement of any warranty from the Body Manufacturer, but expressly disclaims any warranty coverage on said equipment by Dealer.
3. ANY WARRANTIES ON THE VEHICLE(S) BEING SOLD ARE THOSE OF THE MANUFACTURER ONLY. DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTIES APPLIES TO THE VEHICLE(S) AND ANY BODY OR EQUIPMENT MOUNTED ON THE VEHICLE(S). Purchaser shall not be entitled to recover from Dealer any consequential, indirect, incidental, special or exemplary damages, including, but not limited to, labor charges, damages to property, damages for loss of use or loss of time, lost profits, lost income, or any other consequential, indirect, incidental, special or exemplary damages as a result of any defect in the vehicle(s) being sold or any body or equipment attached thereto.
4. Upon failure or refusal of the Purchaser to complete the purchase for any reason, Dealer shall be entitled to the following damages: (a) to retain the full amount of any cash deposit made by Purchaser and (b) to be reimbursed by Purchaser for any expense and loss, in excess of the cash deposit, incurred or suffered by the Dealer as a result of the Purchaser's failure to complete the purchase, including, without limitation, the cost of storing, financing or insuring the vehicle(s), the cost of marketing and re-selling the vehicle(s), any loss associated with the subsequent sale of the vehicle(s) and legal fees. The Purchaser and Dealer agree that the damages set forth in this section do not constitute a penalty.
5. Upon failure or refusal of the Purchaser to complete the purchase for any reason, and if any used motor vehicle has been taken in as a trade as a part of the transaction and has not been sold by Dealer, such used motor vehicle shall be returned to the Purchaser upon the payment of reasonable charges for storage and repairs (if any). If the used motor vehicle has been sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, financing, insuring, conditioning, or advertising the motor vehicle for sale, shall be returned to the Purchaser after any damages to which Dealer is entitled under paragraph 3 have been paid.
6. If the used motor vehicle taken in as a trade is not to be delivered to the Dealer until the delivery of the new vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. Purchaser agrees to deliver the title to any used motor vehicle traded herein and warrants that such used motor vehicle is his property free and clear of all liens and encumbrances except as otherwise noted herein.
7. The manufacturer has the right to make any changes in the model or design of any new motor vehicle at any time. In such event, neither the Dealer nor the manufacturer has any obligation to make corresponding changes to the vehicle(s) covered by this order.
8. The Dealer shall not be liable for any delays caused by the manufacturer or by accidents, strikes, fires, weather or other causes beyond the control of the Dealer.
9. In the case any motor vehicle covered by this order is a used motor vehicle, Dealer makes no warranty or representation regarding the mileage or extent of use of the vehicle regardless of the mileage shown on the odometer of the vehicle.
10. Signatures signify that Purchaser has read the entire Purchase Agreement and agrees to all of the terms and conditions and other provisions.

THE UNDERSIGNED PURCHASER HEREBY AGREES TO PURCHASE FROM THE SELLER FOR THE STATED PRICE THE TRUCK(S) DESCRIBED, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH PAGES HEREOF.

PROPOSED BY \_\_\_\_\_

  
SALESPERSON SIGNATURE  
Jim Rizzo  
PRINT NAME

AUTHORIZED BY \_\_\_\_\_

PRINT NAME

TITLE \_\_\_\_\_

THIS ORDER IS NOT VALID UNLESS  
SIGNED AND ACCEPTED BY DEALER

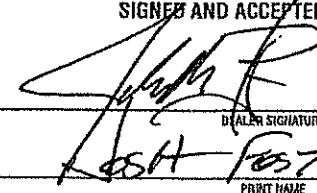
AUTHORIZED SIGNATURE \_\_\_\_\_

(SIGNATURE GUARANTEES ACCEPTANCE OF CONDITIONS OF SALE)

COMPANY NAME \_\_\_\_\_

PRINT COMPANY NAME

APPROVED BY \_\_\_\_\_

  
DEALER SIGNATURE  
Les H. Foster  
PRINT NAME

STREET ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_

PHONE \_\_\_\_\_



# Quote Response Form

Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS  
 Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT  
 PTO - Auto Transmission: PTO KIT ELEC AT 280GDFJP-B5RK PHINST  
 Mud Flaps - Stampede: MUD FLAP KIT 30" W/GRVL GUARD STAM PHINS  
 Backup Alarm: STD BACK-UP ALARM KIT PHINST  
 Front Harness Options: LTS KIT-C/S-2 C/M-PHINST  
 Side Harness Options: LTS KIT-LWR FRT C/M-10-14-PHINST  
 Rear Harness Options: LTS KIT-1SET MET-PHINST  
 Truck Plug Options: INTERNATIONAL PIGTAIL  
 Air Tailgate Kit: TAILGATE KIT AIR PHINST  
 AL Skirts - STP: NONE  
 Insulation / Heating: NONE  
 Body Prop: BODY PROP PHINST KIT <=16FT  
 Chrome Turnout: Cabshield Installed - Chrome Turnout  
 Hi-Lift Tailgate Kit: Not Installed or N/A  
 Vibrator Kits: NONE  
 Cab Height: TBV

EA	1.00 2261950	TARP ELEC-MOUNTAIN-10-16'-VNYL-N/FL-OXNC	1,370.85	1,370.85
EA	1.00 1338916	HITCH COMBO 15T 2 5/16"BALL6-WAY-INST	1,328.00	1,328.00
EA	1.00 2268152	TOW HOOKS ON REAR (13,500 LBS)-INST-OXNC	167.00	167.00
EA	1.00 9900060	MATERIAL SURCHARGE	1,216.54	1,216.54

**Lift Axle:**

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

**PTO Maintenance:**

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

\*\*By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

Due to the current volatility of the metals market, effective February 23, 2021 quotes will be valid for 7 days.

X \_\_\_\_\_

TRUCK YEAR/MAKE/MODEL \_\_\_\_\_ CLEAR CT: \_\_\_\_\_

VIN \_\_\_\_\_ TRANS \_\_\_\_\_

ETA \_\_\_\_\_ DUMP BODY COLOR \_\_\_\_\_

\*\*Pto switch in dash is recommended for all automatic or automated transmissions.\*\*

\*\*Tractor valve must be in cab for glads to be plumbed \*\*

\*\*Verify ship to address on quote.\*\*





# Quote Response Form

Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis  
PROUDLY MADE IN THE USA

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 Rear Harness Options: LTS KIT-1SET MET-PHINST  
 Truck Plug Options: INTERNATIONAL PIGTAIL  
 Air Tailgate Kit: TAILGATE KIT AIR PHINST  
 AL Skirts - STP: NONE  
 Insulation / Heating: NONE  
 Body Prop: BODY PROP PHINST KIT <=16FT  
 Chrome Turnout: Cabshield Installed - Chrome Turnout  
 Hi-Lift Tailgate Kit: Not Installed or N/A  
 Vibrator Kits: NONE  
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EA	1.00 9900060	MATERIAL SURCHARGE	1,216.54	1,216.54

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VIN \_\_\_\_\_ TRANS \_\_\_\_\_

ETA \_\_\_\_\_ DUMP BODY COLOR \_\_\_\_\_

**\*\*Pto switch in dash is recommended for all automatic or automated transmissions.\*\***

**\*\*Tractor valve must be in cab for glads to be plumbed \*\***

**\*\*Verify ship to address on quote.\*\***



# **HV507 SFA**

Sales Proposal For:  
**BOILING SPRING LAKES, CITY OF**

Presented By:  
**TRIPLE T PARTS & EQUIP**



<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 209.00 Wheelbase, 134.00 CA, and 77.00 Axle to Frame.	5783/3857	9640
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1AND	AXLE CONFIGURATION {Navistar} 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	319/682	1001
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty	0/0	0
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WAC	BUMPER EXTENSION, FRONT 4.0"	20/0	20
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)	189/-189	0
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	58/0	58
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	19/9	28
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake	0/14	14
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiN	4/0	4
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8875	BATTERY TERMINALS Sealed	2/0	2
8GHP	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	-1/0	-1
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	40/35	75
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VTR	BATTERY BOX Aluminum, with Plastic Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab	-51/3	-48
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated	0/0	0
8WBW	JUMP START STUD Remote Mounted	2/0	2
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WNH	RUNNING LIGHT (2) Daytime	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	560/4	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UYH	RADIATOR Aluminum, Cross Flow, Front to Back System, 1469 SqIn, with 1172 SqIn Charge Air Cooler	-49/2	-47
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBC	AIR CLEANER Single Element	0/0	0
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	498/144	642
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SMN	SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	16/7	23
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	0/0	0
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WLM	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch	2/0	2
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	72/0	72
28DTU	WHEELS, REAR {Accuride 29001} DUAL DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	0/48	48
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position	90/0	90
	<b>Services Section:</b>		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options: PREP, FUEL, DETAIL, ETC.	\$2,000.00	\$116,633.60
Total Preparation And Delivery: Freight	\$2,350.00	\$2,000.00
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$120,983.60
Total Vehicle Price:		\$120,983.60
Total Body/Allied Equipment:		\$25,539.00
Total Sale Price:		\$146,522.60
Total Per Vehicle Sales Price:		\$146,522.60
Net Sales Price:		\$146,522.60

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Jim Piazza Sales Rep *7/6/21*  
 Official Title and Date

[Signature]  
 Authorized Signature

Accepted by Purchaser:

City of Spring Lakes  
 Firm or Business Name

[Signature] *7-9-21*  
 Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

[Signature] *7-9-21*  
 Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

(US DOLLAR)

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Total Factory List Price Including Options: PREP, FUEL, DETAIL, ETC.	\$2,000.00	\$116,633.60
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Approved by Seller:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Authorized Signature

Accepted by Purchaser:

City of Boiling Spring Lakes  
Firm or Business Name

Bill Kerkman 2-9-21  
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Bill Kerkman 2-9-21  
Official Title and Date

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Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<b>Chassis Weight</b>			
Chassis Weight:	8,337	8,129	16,466
Fuel:	476	234	710
DEF:	51	12	63
Empty Body:	309	7,301	7,610
<b>(Curb Weight):</b>	<b>9,173</b>	<b>15,676</b>	<b>24,849</b>

Loads

Payloads:	0	0	0
Driver:	188	62	250
<b>Axle Totals (Gross Weight):</b>	<b>9,361</b>	<b>15,738</b>	<b>25,099</b>

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	20,000	48,040
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
 Fed Bridge Law (axle spread):	 20,000	 34,000 (54")

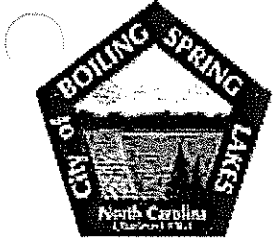
<b>Wheel Combination</b>	<b>Load</b>	<b>Limit</b>
1 - 3	25,099	50,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 25,099 = 40,901 Reserves

Weight Summary

\* Distributed weights are within capacity limits



ORDER #: 2021-21

**ORDER** amending the Table of Organization creating the position of Zoning Technician with pay rate being Grade 14 within the adopted pay table for the position.

A handwritten signature in black ink, appearing to read "Craig M. Caster", written over a horizontal line.

**Craig M. Caster**  
Mayor

**ATTEST:**

A handwritten signature in black ink, appearing to read "Jane E. McMinn", written over a horizontal line.

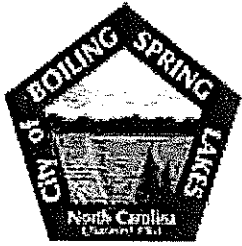
**Jane E. McMinn**  
City Clerk

**DATE**

July 7, 2021







ORDER #: 2021-22

**ORDER** approving Amendment 1 to Task Order No. 2 for design services related to the dam restoration project with McGill Associates in the amount of \$39,616.00 and authorizing the City Manager to execute the amendment.

A handwritten signature in cursive script, appearing to read "Craig M. Caster", written over a horizontal line.

**Craig M. Caster**  
Mayor

**ATTEST:**

A handwritten signature in cursive script, appearing to read "Jane E. McMinn", written over a horizontal line.

**Jane E. McMinn**  
City Clerk

A handwritten date "July 6, 2021" written in cursive script over a horizontal line.

**Date**



**BSL Dams Construction / Reconstruction Project****TASK ORDER NO. 2 Amendment 1****Phase 2 – Additional Services - Funding and Easement Coordination**

This **TASK ORDER NO. 2 Amendment 1** dated the 7 day of July 2021, is a supplement to the **MASTER SERVICES AGREEMENT** between the CITY of Boiling Spring Lakes, North Carolina, dated July 12, 2019, hereinafter referred to as CITY and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: **BSL Dams Construction / Reconstruction Project, Phase 2 – Additional Services - Funding and Easement Coordination.**

**SECTION 1 – PROJECT DESCRIPTION**

As a continuation of Task Order 2 - Design/Permitting/Bid Assistance Phase this amendment provides for additional tasks required to support the City's pursuit of USDA funding assistance and temporary and permanent easements for the project. The decision from FEMA in November 2020 to deny reimbursement of Codes and Standards Upgrades required by NC Dam Safety for the BSL Dams Construction / Reconstruction left the City with a significant financial burden. While the City is coordinating with various legislative representatives to identify supplemental funding, it is still anticipated that the City will be required to implement long-term financing of a large portion of the project cost. The City has determined that their best option for long-term debt financing is through USDA Rural Development. The following provides a breakdown of tasks, fee and schedule anticipated for Task Order 2 Amendment 1 of the Project.

**SECTION 2 - SCOPE OF SERVICES**

Task Order 2 Amendment 1 includes additional services to development of an Environmental Report, Preliminary Engineering Report, Eight Step Process and revised Engineering Services Agreement as required to support an application to USDA Rural Development for long-term financing of the City's share of the Project costs. The City also needs to acquire four permanent

easements and six temporary easements for the Project. Due to a change in regulatory policy and stipulations from at least two landowners these easements need to be obtained and fully platted before the Project can proceed to bidding.

ENGINEER will perform the following tasks:

**Task 1 – USDA Rural Development Support**

ENGINEER will coordinate with the CITY regarding execution of the project. This is anticipated to include:

- 1.1. ENGINEER will attend meetings with USDA representatives, the City and Davenport & Company, LLC related to long-term financing of the City's share of the Project costs.
- 1.2. ENGINEER will prepare an Environmental Report, Preliminary Engineering Report, Eight Step Process and revised Engineering Services Agreement as required to support an application to USDA Rural Development. This will include:
  - a. Environmental Report – Utilize permitting and agency coordination data developed during the design phase to prepare an Environmental Report meeting the format and content requirements of USDA. Submit a draft copy to the City and USDA for review, respond to comments and prepare a final submittal.
  - b. Preliminary Engineering Report – Utilize design criteria and analyses developed during Phase 2 supplemented with a summation of all anticipated project costs to prepare a Preliminary Engineering Report meeting the format and content requirements of USDA. Submit a draft copy to the City and USDA for review, respond to comments and prepare a final submittal.
  - c. Eight Step Process and revised – Submit documentation to USDA of public meetings, flood studies and other tasks required to show compliance with the Eight Step Process.
  - d. Engineering Services Agreement – Prepare a replacement Engineering Services Agreement based on EJCDC v2018 to be implemented in lieu of the MSA currently between McGill and the City for the Project should they agree to USDA Rural Development funding. Submit a draft copy to the City and USDA for review, respond to comments and prepare a final submittal.

**Task 2 – Easements**

ENGINEER will coordinate the performance of field survey, coordination with property owners recording of permanent easement plats. This will include:

- 2.1. Attend meetings with the City and property owners to view easements, address questions and obtain verbal approvals.
- 2.2. Mapping and data will be based upon NC Grid Coordinate System (NAD 83-20128), NAVD 88 Datum and will be tied to physical features at the site (e.g. corner stake, structure corner, etc.) and to property boundary and parcel data as provided by the City.
  - a. Perform property boundary survey of each subject property sufficient to identify any existing easements or encumbrances and the location of the proposed permanent easement.
  - b. Provide physical staking of proposed permanent easement and any associated temporary easements on each subject property.
  - c. Prepare draft sketches showing the proposed permanent easement and any associated temporary easements on each subject property. Sketches shall include total area of the proposed easements and any structures or other physical features within the proximity of the easements.
  - d. Finalize permanent easement plats based on negotiated agreement between the City and landowners.
  - e. Submit a Civil 3D file for all sketches and plats.
  - f. Assist the City with recording final plats.

**SECTION 3 – COMPENSATION**

The CITY shall pay ENGINEER for services outlined in Task Order No. 2 Amendment 1 the following Lump Sum amounts:

<b>Engineering Services for BSL Dams Construction / Reconstruction Project, Phase 2 – Additional Services - Funding and Easement Coordination.</b>	
<b>Task 1 – USDA Rural Development Support</b>	
Sanford Dam	\$6,503.63

North Lake Dam	\$6,503.63
Pine Lake Dam	\$6,503.63
Upper Lake Dam	\$6,503.63
<b>Task 2 – Easements</b>	
Sanford Dam	\$3,400.37
North Lake Dam	\$3,400.37
Pine Lake Dam	\$3,400.37
Upper Lake Dam	\$3,400.37
<b>Totals by Dam</b>	
Sanford Dam	<b>\$9,904.00</b>
North Lake Dam	<b>\$9,904.00</b>
Pine Lake Dam	<b>\$9,904.00</b>
Upper Lake Dam	<b>\$9,904.00</b>
<b>Overall Phase 2 Project Total</b>	<b>39,616.00</b>

#### SECTION 4 - SCHEDULE

ENGINEER will attend meetings and prepare submittals in coordination with the schedule established by the City and USDA.

#### SECTION 5 – ASSUMPTIONS

This proposal assumes the following:

1. If additional permits, studies, or investigations will be required, we will discuss these requirements and any additional services needed for completion, with the CITY prior to performing any additional services.
2. Services for tasks other than those specifically detailed above are not included in the above fees and will be billed on an hourly basis in accordance with the standard hourly rates from the Master Agreement.

**SECTION 6 - MISCELLANEOUS**

Except as otherwise provided herein, this Task Order 2 Amendment 1 supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

**SECTION 7 - AUTHORIZATION TO PROCEED**

**IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED** the parties execute below this Task Order No. 2 Amendment 1 in duplicate originals:

EXECUTED this 15th day of June, 2021.

**McGill Associates, P.A.**

By: \_\_\_\_\_

Michael A. Hanson, PE, LEED AP  
Principal / Director of Water Resources

**City of Boiling Spring Lakes**

By: \_\_\_\_\_

Michael Hargett  
Interim City Manager

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

By: \_\_\_\_\_

Suzanne Turgate  
Suzanne Turgate  
City Finance Manager Director

**SECTION 6 - MISCELLANEOUS**

Except as otherwise provided herein, this Task Order 2 Amendment 1 supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

**SECTION 7 - AUTHORIZATION TO PROCEED**

**IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED** the parties execute below this Task Order No. 2 Amendment 1 in duplicate originals:

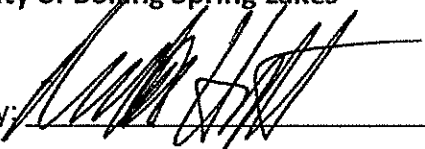
**EXECUTED** this 15th day of June, 2021.

**McGill Associates, P.A.**

By: \_\_\_\_\_


Michael A. Hanson, PE, LEED AP  
Principal / Director of Water Resources

**City of Boiling Spring Lakes**

By:  \_\_\_\_\_

Michael Hargett  
Interim City Manager

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

By:  \_\_\_\_\_

Suzanne Tungate  
City Finance Manager Director



ORDER #: 2021-23

**ORDER** approving the addition of a fence at the City's expense to the easement related to the dam restoration project for Parcel Pin # 218014-34-9565 (200 North Shore Drive) in accordance with the costs below.

**Craig M. Caster**  
Mayor

**ATTEST:**

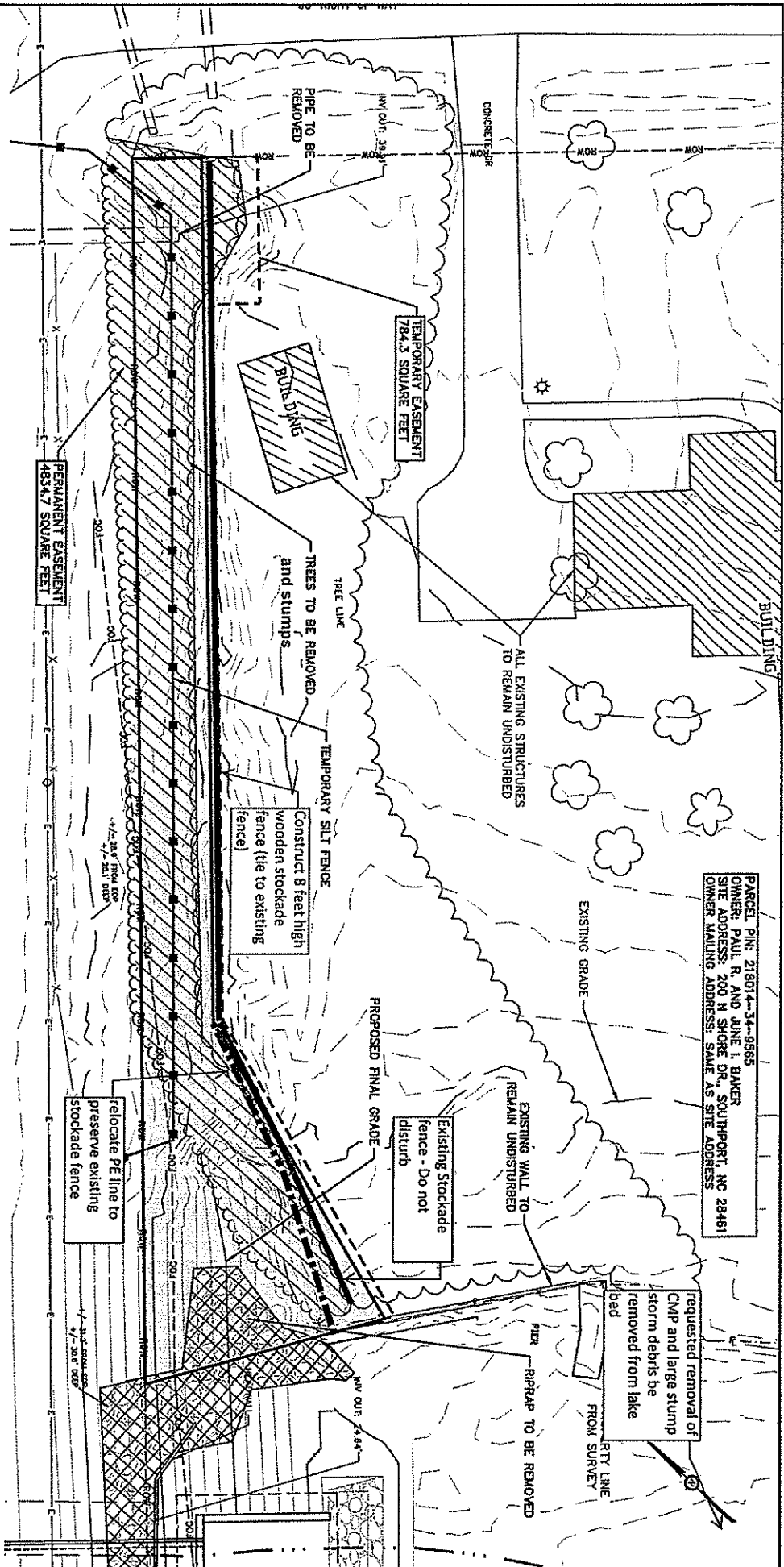
**Jane E. McMinn**  
City Clerk

**Date**

Baker Property - Dam Easement Addition	Cost
Construct 100 LF of 8 feet high wooden stockade fence	\$ 6,440







- NOTES:
1. SURVEY IS REFERENCED TO HORIZ. HADRS, STATE PLANE (FEET) NORTH CAROLINA (FIPS 3200) VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BY KROLL ASSOCIATES AND EAST COAST ENGINEERING AND SURVEYING.
  2. PARCEL DATA FROM BOUNDARY SURVEY.

PARCEL PIN: 218014-34-9565  
 OWNER: PAUL R. AND JUNE I. BAKER  
 SITE ADDRESS: 200 N SHORE DR., SOUTHPORT, NC 28461  
 OWNER MAILING ADDRESS: SAME AS SITE ADDRESS

712 Village Road SW  
 Suite 101  
 Raleigh, NC 27610  
 (919) 873-3014  
 (919) 873-3014  
 mcgillinc.com

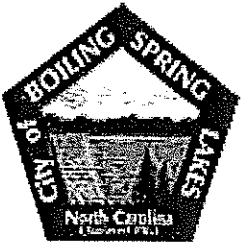
DATE	PROJECT #
JANUARY 12, 2021	202008
OFFICE MANAGER	DESIGNER
BR	REVIEWER
PROJECT MANAGER	

DAM CONSTRUCTION/  
 RECONSTRUCTION PROJECT  
**BOILING SPRING LAKES**  
 BRUNSWICK COUNTY, NORTH CAROLINA



PROPERTY IMPACTS  
 PARCEL 218014-34-9565

SHEET  
**PLD-2**



ORDER # 2021-24

**ORDER** approving the addition of Option 1 as outlined below at the City's expense to the easements related to the dam restoration project for Parcel Pin # 218017-10-8400 (1499 South Shore Drive).

Craig M. Caster  
Mayor

ATTEST:

Jane E. McMinn  
City Clerk

July 6, 2021  
Date

Crelin Property - Dam Easement Addition	Cost
<b>Option One</b> Relocate 4 - 2" DBH fir trees and 1 azalea bush Install 55 LF of 6' high shadow box wood fence Install 65 LF of temporary chain link fence Total cost	\$4,925
<b>Option Two</b> Option One <i>plus</i> Install 100 LF of bulkhead	\$22,175





712 Wakeup Road SW  
 Suite 102  
 Raleigh, NC 27610  
 919.755.3912  
 919.755.3912 & 610.4352  
 mcgill.com  
 mcgill@mcgill.com

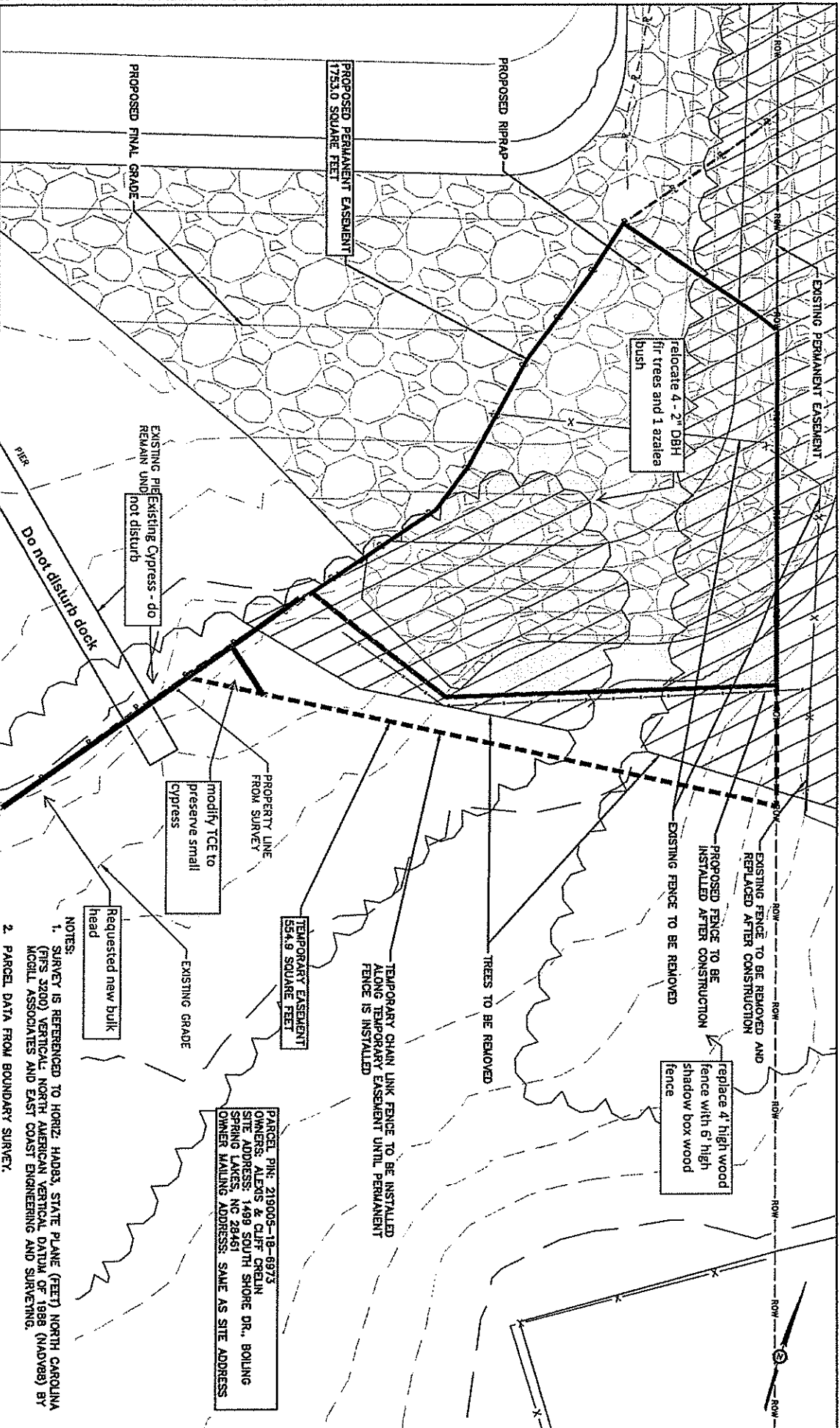
DATE	JANUARY 12, 2021	PROJECT #	23AD008
OFFICE MANAGER	BR	DESIGNER	REVIEWER
PROJECT MANAGER	OS		

DAM CONSTRUCTION/  
 RECONSTRUCTION PROJECT  
**BOLLING SPRING LAKES**  
 BRUNSWICK COUNTY, NORTH CAROLINA



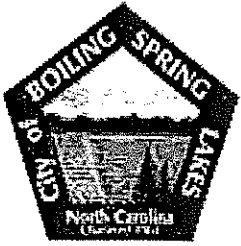
PROPERTY IMPACTS  
 PARCEL 219005-18-6973

SHEET  
**SD-1**



PARCEL PIN: 219005-18-6973  
 OWNERS: ALEXIS & CLIF CRELIN  
 SITE ADDRESS: 1499 SOUTH SHORE DR., BOLLING SPRING LAKES, NC 28461  
 OWNER MAILING ADDRESS: SAME AS SITE ADDRESS

- NOTES:
1. SURVEY IS REFERENCED TO HORZ. HADSS, STATE PLANE (FEET) NORTH CAROLINA (FIPS 3200) VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD83) BY MCGILL ASSOCIATES AND EAST COAST ENGINEERING AND SURVEYING.
  2. PARCEL DATA FROM BOUNDARY SURVEY.



ORDER #: 2021-25

**ORDER** authorizing the solicitation of bids for replacement of stormwater culverts under the MOTSU railroad; and, related culverts in the surrounding area as bid alternates.

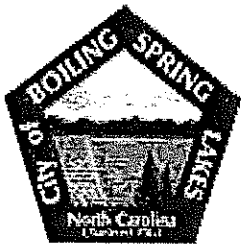
**Craig M. Caster**  
Mayor

**ATTEST:**

**Jane E. McMinn**  
City Clerk

Date





ORDER #: 2021-76

*ORDER* authorizing the City Manager to execute two-year extensions to the contract originally dated October 2, 2018 for *Debris Monitoring and Public Assistance Consulting Services* with *Soundside Consulting, LLC* of Lake Mary, Florida

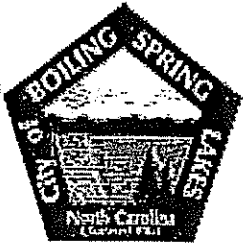
Craig M. Caster  
Mayor

ATTEST:

Jane E. McMinn  
City Clerk

Date





**RESOLUTION BY THE BOILING SPRING LAKES BOARD OF COMMISSIONERS REQUESTING THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TRANSFER OWNERSHIP AND MAINTENANCE OF SECTIONS OF EAST BOILING SPRING ROAD TO THE CITY OF BOILING SPRING LAKES, NC**

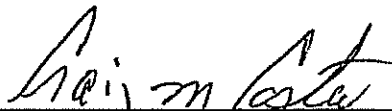
**WHEREAS**, The City wishes to accept ownership and maintenance responsibilities for two (2) sections of East Boiling Spring Road, which is located in the City of Boiling Spring Lakes, North Carolina; and

**WHEREAS**, the local North Carolina Department of Transportation office and the city have agreed that this two (2) sections of road should be accepted by the City of Boiling Spring Lakes for ownership and maintenance responsibilities, while simultaneously being abandoned by the North Carolina Department of Transportation for ownership and maintenance responsibilities.

**THEREFORE, BE IT RESOLVED;**

1. That the City of Boiling Spring Lakes hereby requests the North Carolina Department of Transportation to abandon ownership of, and maintenance responsibilities for East Boiling Spring Road as described on *Exhibit A* attached herewith.
2. That the City of Boiling Spring Lakes shall accept ownership of the right-of-way and easement for the described road sections as well as maintenance responsibilities for all improvements within the right-of-way of the road described herein to include, but not limited to, asphalt, pavement, base materials, curb and gutter, sidewalks, drainage systems, and related structures with that right-of-way upon notification of approval by the North Carolina Board of Transportation.

*Adopted this the 6th day of July 2021.*

  
\_\_\_\_\_  
Craig M. Caster, Mayor

ATTEST:

  
\_\_\_\_\_  
Jane E. McMinn, City Clerk



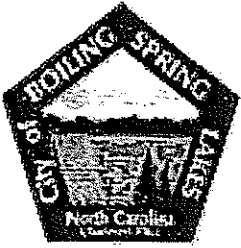
## EXHIBIT A.

### TRACT ONE:

**BEGINNING** at a point where the southeastern line of Boiling Spring Road intersects the eastern line of North Shore Drive, said point of intersection being at the western most corner of Lot 25A, Section 6, of Boiling Spring Lakes as shown on a map thereof recorded in Map Cabinet 35 at Page 232 of the Brunswick County Registry; run thence with said line of Boiling Spring Road in a northeastwardly direction to the western line of Turner Road which point is the northernmost corner of Lot 459, Section 8, of Boiling Spring Lakes according to a map recorded in Map Book 6 at Page 126 of the Brunswick County Registry; run thence in a straight line to the easternmost corner of Lot 63, Section 7, as shown in Map Cabinet H , Page 352, of the Brunswick County Registry , being in the northwestern line of said Boiling Spring Road where it intersects Nassau Road; run thence with said northwestern right of way line in a southwestwardly direction to its' intersection with the eastern line of Pine Lake Road; run thence in a straight line to the point of beginning.

### TRACT TWO:

**BEGINNING** at a point where the southeastern line of Boiling Spring Road intersects the eastern line of North Shore Drive, said point of intersection being at the westernmost corner of Lot 74, Section 8, of Boiling Spring Lakes as shown on a map thereof recorded in Map Cabinet G at Page 277 of the Brunswick County Registry; run thence with said line of Boiling Spring Road in a northeastwardly direction to another eastern line of North Shore Drive which is the northernmost corner of Lot 166, Section 19, of Boiling Spring Lakes according to a map recorded in Map Cabinet I at Page 207 of the Brunswick County Registry; run thence in a line perpendicular to said right of way line of Boiling Spring Road to the northwestern line of said Boiling Spring Road which is a corner of North Lake Drive where it intersects Boiling Spring Road; run thence with said northwestern right of way line of Boiling Spring Road in a southwestwardly direction to a point on Boiling Spring Road which is located North 43 degrees 30 minutes West from the point of beginning; run thence to the point of beginning.



ORDER #: 2021-27

**ORDER** approving agreement with Richard F. Green to serve as City Attorney for the City of Boiling Spring Lakes and authorizing the City Manager to execute the agreement.

Craig M. Caster

**Craig M. Caster**  
Mayor

**ATTEST:**

Jane E. McMinn

**Jane E. McMinn**  
City Clerk

July 6, 2021

**Date**





# THE LAW FIRM OF RICHARD F. GREEN, PLLC

2998 Holden Beach Road, SW  
Holden Beach, North Carolina 28462

---

(910) 842.1857 (Telephone)

(910) 842-1859 (Facsimile)

---

Richard F. Green

Katherine M. Madon

June 29, 2021

The City of Boiling Springs Lake  
c/o Mike Hargett  
[mhargett@cityofbsl.com](mailto:mhargett@cityofbsl.com)

## Engagement Agreement for Legal Services

Dear Mr. Hargett,

This letter will confirm that we have been asked to provide legal services for the City of Boiling Springs Lake (hereinafter "city" or "town" or "the town"). This letter sets forth the terms and conditions by which Richard F. Green Attorney at Law PLLC (hereinafter "we" or "us" or "the firm") will represent the City's interests. It is our understanding that our fees and related expenses, as set forth in detail herein, will be paid by the City.

This letter constitutes the engagement agreement (the "Agreement") between the City and the firm, describes the terms of our relationship, and sets forth the general terms of our assistance to the City. If the agreement is acceptable, please sign and return a copy to us at your earliest convenience. Please feel free to contact us if you have any comments or questions concerning this Agreement.

- (1) Legal Services: To provide representation, legal assistance, and advice to the City of Boiling Springs Lake to include attendance at meetings, policy and committee meetings, personnel hearings, and any other legal service as requested by the City and/or designated personnel. This representation does not include any advice on tax-related matters.
- (2) Fees for Services: The firm has agreed to bill an hourly rate of 250.00 per hour and 80.00 per hour for paralegals, which work will be limited to administrative tasks. The Board will be billed in increments of six minutes (0.10).
- (3) Costs: Any out of pocket expenses, including out of town travel, copies, court costs, telephone calls, conventions or conferences approved by the City will be billed at the above rate.
- (4) Billing: An itemized bill for services rendered and expenses incurred shall be presented to the Town Clerk, or designated official, on a monthly basis.

We are confident that we can work together in a manner satisfactory to the City. However, the City is free to terminate our services at any time. In addition, subject to applicable rules of professional conduct governing termination of representation, in the event we disagree on any aspect of this engagement or for other appropriate reasons, we have the right to withdraw from further representation of the City.

We have carried out our usual conflicts of clearance activities and have found no indication that the firm is professionally involved in any aspect of the matter for which the City proposes to engage us. However, as with other firms that are involved in a wide variety of practice areas, there may be circumstances in which one of our lawyers has involvement in a matter that would not necessarily be disclosed by our conflicts checking process. By signing below, the City affirms that there is no reason to believe that the Firm has rendered or is rendering services to any person or entity that might be involved, however remotely, in the matter for which the City proposes to engage us and that the undersigned will immediately be notified should the City have, at any time during our representation, such indication.

Attorneys are required by federal law to inform their clients of their policies regarding privacy of client information. In addition to these federal laws, attorneys have been and continue to be bound by professional standards of confidentiality under state law and our ethics standards. In the course of providing our clients with advice and representation in diverse areas of practice, we receive significant personal information from our clients and their other advisors. As a client of our firm you should know that all information we receive about the City is held in confidence, and is not released to people outside the firm, except as agreed to by the City, or as appropriate under applicable laws and rules. We maintain physical, electronic and procedural safeguards that comply with our professional standards to guard non-public personal information.

If the City agrees with the terms of this engagement, please sign and date a copy of this letter, scan and return it to me by email. A hard copy of this letter will not follow unless so requested.

Once again, we are pleased to have this opportunity to work with the City. We appreciate your confidence in our firm and we look forward to aggressively representing your interests.

Sincerely,



Katherine M. Madon  
Richard F. Green

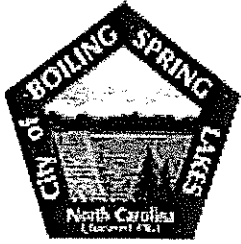
This Agreement is hereby accepted on this 7 day of July, 2021

The City of Boiling Springs Lake

By: 

Name: MICHAEL HARGETT

Title: Interior City Manager



RESOLUTION # 2021-08

A RESOLUTION ADOPTING THE 2021 PERSONNEL  
MANUAL FOR THE CITY OF BOILING SPRING LAKES

*WHEREAS*, the Board of Commissioners are authorized by NCGS Chapter 160A, Article 7 to establish rules and regulations governing personnel rules and procedures for all city employees; and

*WHEREAS*, the Board of Commissioners contracted with the Management and Personnel Services Group to review and update the personnel policy for the City; and

*WHEREAS*, the City Manager has recommended to the Board of Commissioners the adoption of the Personnel Policy to replace the 2019 Personnel Manual as amended.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the City of Boiling Spring Lakes, that:

Section 1. *That the attached 2021 Personnel Policy shall be adopted as the City's official policy regulating personnel matters of all city employees.*

Section 2. *This Resolution shall become effective upon its adoption.*

Adopted this the 6<sup>th</sup> day of July, 2021

CITY OF BOILING SPRING LAKES

Craig M. Caster, Mayor

ATTEST:

Jane E. McMinn, City Clerk



**CITY OF BOILING SPRING LAKES  
PERSONNEL POLICY**

BE IT RESOLVED by the City Board of the City of Boiling Spring Lakes that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the City of Boiling Spring Lakes.

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## **ARTICLE I. GENERAL PROVISIONS**

### **Section 1. Purpose of the Policy**

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the City under the supervision of the City Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina. The City Board reserves the right to modify the provisions of the Personnel Policy at any time.

### **Section 2. At Will Employment**

The City of Boiling Spring Lakes is an "at will" employer. Nothing in this policy creates an employment contract or term between the City and its employees. No employee, officer or representative of the City has the authority to enter into any agreement or representation, verbally or in writing, which alters, amends or contradicts this provisions in these policies. Any exception to this policy of at-will employment must be expressly authorized in writing and approved by the City Board.

### **Section 3. Merit Principle**

All appointments and promotions shall be made solely on the basis of merit. Decisions regarding appointments and promotions are within the City's discretion. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, non-disqualifying disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance or behavior.

### **Section 4. Responsibilities in the Administration of the Human Resource Management Program**

#### **Responsibilities of the City Board**

The City Board shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the North Carolina General Statutes including the appointment of the City Manager and City Attorney.

#### **Responsibilities of the City Manager**

The City Manager shall be accountable to the City Board for the administration and technical direction of the personnel program. The City Manager shall appoint, suspend, and remove all City employees except those whose appointment is otherwise provided for by law. The City Manager shall make appointments, dismissals and suspensions in accordance with the City Charter and other policies and procedures spelled out in other Articles in this Policy.

The City Manager shall supervise or perform:

- a) recommending rules and revisions to the personnel system to the City Board for consideration;
- b) making changes as necessary to maintain an up-to-date and accurate position classification

- i) development and recommendation of such administrative procedures as are necessary to implement these policies provided the administrative procedures are not in conflict with these policies;
- j) periodic evaluations of the operation and effectiveness of the personnel provisions of this Policy;
- k) actions that are needed to address barriers to effective employee communication, productivity, engagement, and morale; and
- l) such other duties as may be assigned by the City Manager not inconsistent with this Policy.

### **Responsibilities of Department Directors and Supervisors**

Department directors and supervisors shall meet their responsibilities as directed by the City Manager, being guided by this Policy and City ordinances. The City will require all department directors and supervisors to meet their responsibilities by:

- a) dealing with all employees in a fair and equitable manner and upholding the principles of equal employment opportunities;
- b) developing and motivating employees to reach their fullest potential through continued education and training;
- c) making objective evaluations of individual work performance and discussing these evaluations with each employee so as to bring about needed improvements;
- d) keeping employees informed of their role in accomplishing the work of their unit and of conditions or changes affecting their work;
- e) making every effort to resolve employee problems and grievances and advising employees of their rights and privileges;
- f) cooperating and coordinating with other staff members in work flow and distribution of information;
- g) making proper performance documentation and maintaining current performance files; and
- h) abiding by the provisions of these policies and ensuring employees abide by same.

### **Responsibilities of Employees**

Teamwork is an important part of an effective organization. Just as Managers and supervisors are responsible for keeping employees informed on relevant issues, employees are responsible for keeping their supervisors informed on relevant work issues. Employees are responsible for:

- a) following the chain of command in addressing work-related issues;
- b) reporting any contact with elected officials in a timely fashion through his or her supervisor to the City Manager so the City Manager is always making decisions based on complete information;
- c) coming to work dressed and groomed appropriately to serve the public;



**Regular employee.** An employee appointed to a full or part-time position who has successfully completed the designated probationary period.

**Trainee.** An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

Board and will be on file with the Human Resources Officer. Copies will be available for review to all City employees upon request.

#### **Section 6. Request for Reclassification**

Any employee who considers the position in which classified to be improper shall submit a request in writing for reclassification to such employee's immediate supervisor, who shall transmit the request through the department director to the Human Resources Officer. Upon receipt of such request, the Human Resources Officer shall study the request, determine the merit of the reclassification, and recommend to the City Manager a revision to the classification and pay plan where necessary and such revision shall be approved by the City Board.

#### **Section 7. Maintenance of the Classification and Pay Plan**

Because job duties change over time and the market pay rate changes at different rates for different jobs, comprehensive classification and pay plan reviews are needed periodically. When the organization is stable and budget allows, reviews are needed approximately every five years. When there is significant growth and/or change in the organization, comprehensive reviews are needed more frequently.

## **Section 5. Probationary Pay Increases**

Employees hired or promoted into the hiring rate of the pay range of approximately 5% upon successful completion of the probationary period or upon six months of satisfactory service if the employee is not on probation.

Employees serving a twelve-month probationary period are eligible for consideration based on performance for this pay increase after six months of successful employment. Employees with a twelve-month probationary period who receive an increase at the six-month review will not be eligible for an increase at the end of the twelve-month probationary period.

## **Section 6. Performance Pay**

Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related criteria and available funds. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the City Manager.

## **Section 7. Performance Pay Bonus**

Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a performance pay bonus at their regular performance evaluation time. Performance pay bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation and in the same amounts as employees who are within the salary range. Performance pay bonuses shall be awarded in lump sum payments and do not become part of base pay.

## **Section 8. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications**

**Promotions.** The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the hiring rate of the new position, or to a salary which provides an increase of at least 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the City Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the City, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the City shall consider internal comparisons with other employees in the same or similar jobs.

**Demotions.** Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. When an employee is demoted to a position for which qualified, the salary shall be set at the rate in the lower pay range which provides a salary commensurate with the employee's qualifications to perform the job and consistent with the placement of other employees within the same classification in that salary range. If the current salary is within the new range, the employee's salary may be retained at the previous rate if appropriate. If the demotion is the result of discipline, the salary shall be decreased at least 5%. Salaries of demoted employees may be no greater than the maximum of the new range.

**Transfers.** The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

### **Section 13. Fair Labor Standards Act and Overtime Pay Provisions**

Employees of the City can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the City and determined by the department director. Overtime work should normally be approved in advance by the department director, City Manager or other designee.

To the extent that local government jurisdictions are so required, the City will comply with the Fair Labor Standards Act (FLSA). The City Manager or his/her designee shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

#### **Non-Exempt Employees**

Employees are expected to work during all assigned periods exclusive of breaks or mealtimes. Employees are not to perform work at any time that they are not scheduled to work, unless they receive approval from their department director or supervisor, except in cases of emergency.

Department directors are responsible for ensuring that overtime hours are authorized, recorded, and properly documented for compensatory time off or overtime pay in accordance with the established record keeping forms and instructions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period; 171 hours for sworn police and 212 for fire staff in a 28 day cycle). Hours worked beyond the FLSA established limit will be compensated in either compensatory time or pay at the appropriate overtime rate.

In determining eligibility for overtime in a work period, only hours actually worked shall be considered; in no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes.

Whenever practical, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be compensated in accordance with the FLSA.

If compensatory time is accrued, it may be taken in 15-minute increments, not to exceed scheduled hours per day. *Compensatory time must be taken before any vacation or sick leave.* Compensatory time is available for use once it has been earned.

Compensatory leave balances may not exceed 240 hours except for public safety employees who may not accrue more than 480 hours. Any overtime worked after such maximum balances must be compensated in pay. The City Manager will be notified whenever a compensatory balance exceeds 100 hours.

In emergency conditions, when long and continuous work is required over multiple days, the City Manager shall approve special overtime compensation for hours worked including time on weekends and holidays.

#### **Exempt Employees**

Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative or Professional staff) are paid on a salary basis and will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional compensatory leave by their supervisor where the convenience of the department allows and in accordance with procedures established by the City Manager. Such compensatory time is not guaranteed to be taken and ends

employee shall receive a salary adjustment to the minimum rate of the job in which the employee is acting or an increase of 5%, whichever is greater. Criteria involved in determining the amount of the compensation will include:

- a) the difference between the existing job and that being filled on a temporary basis, and
- b) the degree to which the employee is expected to fulfill all the duties of the temporary assignment.

The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned in the interim role, taking into account any increase the employee would have received if not placed in the interim role.

### **Section 17. Certification and Educational Increases**

The City Manager will establish a schedule of salary increases to reward employees for attaining and maintaining certifications and obtaining degrees that increase the employee's value to the City. These increases should reflect certifications and/or degrees that exceed the requirements on the position classification specification.

### **Section 18. Longevity Pay**

Full-time employees of the City may be compensated for years of service by payment of a longevity supplement based on continuous years of service as of December 31st of each year as budgeted. This compensation is paid on the Wednesday before the Thanksgiving Holiday or at a time designated by the City Manager. Continuous service is continuous employment including any approved leave or involuntary reduction in force.

Employees receive .0025% per year of service with a maximum of 5% and minimum of \$100. Part time employees receive a pro-rated amount based on average number of hours of work per week.

### **Section 19. In-Range Salary Adjustments**

The City may grant in-range salary adjustments as needed to respond to changing conditions and equity issues. Such adjustments may be based on;

- a) changes in job responsibilities that are not significant enough to change the position classification;
- b) correcting inequities in internal relationships of salaries regarding length of service, previous education and experience, skill or performance; and/or
- c) address recruitment or retention issues.

The Department Head should make a request in writing for the adjustment with percentage of adjustment requested and valid reasons and supporting data. The request should be reviewed by the Human Resources Officer who will make a recommendation to the City Manager. The analysis should include all a review of employees in similar jobs, division and departments to ensure equity decisions are made. The City Manager may approve adjustments of up to 3%.

**Application Reserve File.** Applications shall be kept in an inactive reserve file for a period of two years in accordance with Equal Employment Opportunity Commission guidelines.

**Selection.** Department directors, with the assistance of the Human Resources Officer, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including criminal history where job-related. All selection devices administered by the City shall be valid measures of job performance.

**References and Background Investigations.** Before any commitment is made to an applicant, the City will conduct reference checks regarding the employee's qualifications and work performance. In addition, physical examinations, drug screening and criminal background investigations may be performed. Conviction of a crime is not automatically disqualifying. The City will consider the severity of the crime, degree to which the crime is job related to the job for which the applicant is being considered, and length of time since the conviction to determine the degree to which there is a business necessity for choosing not to hire the applicant.

**Appointment.** Before any commitment is made to an applicant either internal or external, the department director shall make recommendations to the Human Resources Officer including the position to be filled and the salary to be paid. The Human Resources Officer and department director shall recommend approval of appointments and the starting salary for all applicants to the City Manager. The City Manager or his/her designee shall approve appointments and the starting salary for all applicants. The Manager may determine terms of employment to include crediting service time for employees within the retirement system for the purposes of leave accrual and longevity.

#### **Section 4. Probationary Period**

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six-month probationary period, except that employees in police and fire shift staff and department directors shall serve a twelve-month probationary period. Employees hired as "trainees" shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving a twelve-month probation shall have a probationary review at the end of six months as well as before the end of twelve months.

An important purpose of the probationary period is to serve as a trial period during which the employee demonstrates his or her ability to perform the work, demonstrates good work habits and the ability to work effectively with the public and coworkers. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. With approval of the City Manager probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy for disciplinary action. A new hire probationary employee who separates from City employment, either voluntarily or involuntarily, during the probationary period is not eligible for terminal pay for accrued annual leave.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are

## ARTICLE V. CONDITIONS OF EMPLOYMENT

### Section 1. Work Schedule

Department directors shall establish work schedules, with the approval of the City Manager which meet the operational needs of the department in the most cost-effective manner possible.

### Section 2. Political Activity

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

- a) engage in any political or partisan activity while on duty;
- b) use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- c) be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- d) coerce or compel contributions from another employee of the City for political or partisan purposes;
- e) use any supplies or equipment of the City for political or partisan purposes;
- f) display any political advertisement in or on City property; or
- g) be a candidate for nomination or election to office under the City Charter.

Any violation of this section shall subject the employee to disciplinary action, including dismissal.

### Section 3. Outside Employment

The work of the City shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in writing in advance to the employee's supervisor, who in turn will report it to the department director. The department director will review such employment for possible conflict of interest and then submit a record of the employment to the City Manager for review and approval. Conflicting and/or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment include *but are not limited to*:

- a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- b) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's City duties.

- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body and offensive sexual language.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the Human Resources Officer, department director, City Manager or City Attorney. The Human Resources Officer will ensure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees. Employees witnessing harassment shall also report such conduct to an appropriate City management official.

All claims of harassment will be thoroughly investigated. Employees are expected to report claims of harassment in good faith and the information provided to be truthful to the best of their knowledge. The City will endeavor to keep complaints, investigations and resolutions confidential to the extent possible, but the City cannot compromise its obligation to investigate complaints.

#### **Section 7. Gifts and Favors – Expectation of Ethical Conduct**

The proper operation of City government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. Therefore, no official or employee of the City may willfully receive or accept gifts or favors of any value, at any time, on or off the work premises, from vendors. This no-gift policy includes vendor or potential vendor provided food, beverages, meals or entertainment such as sporting events. This no-gift policy includes any business courtesy offered such as a product discount or any other benefit if the benefit is not extended to all employees.

Exceptions to this policy include receipt of a gift or honorarium for participation in meetings, receipt of advertising items or souvenirs of nominal value, or receipt of meals furnished at conferences and banquets. Full participation by officials or employees of the City in activities of professional organizations in which they are a member is permitted even though the organization may receive donations from a contractor, subcontractor, or supplier. Exceptions to this policy also include food/lodging/travel/events attended in an employee's official capacity, or gifts from family members, friends, or co-workers where it is clear that it is that relationship which is the motivating factor for the gift.

Gifts of food that may arrive during the holidays, and at other times of the year when gift giving is traditional, belong to the entire staff even if addressed to a single employee. Food gifts must be shared with and distributed to all staff during work hours, in central, worksite locations. Gifts of plants or flowers shall be displayed in the lobby or at another central location where all employees may enjoy their presence.

If an employee receives a gift, if feasible, return the gift to the vendor. If not feasible to return the gift,



#### **Section 14. Weapons Prohibited**

No person employed by the City, either paid or volunteer, is permitted to possess any firearm or other dangerous weapon while performing duties, including while on City property or any City-owned vehicle or in any personal vehicle used by the employee to perform duties. (Law enforcement officers are exempt from this section while performing their law enforcement tasks.)

Violation of this policy will result in disciplinary action, up to and including dismissal for the first offense.

#### **Section 15. Whistle Blower Protection**

The City prohibits discrimination or retaliatory action against an employee because the employee, in good faith, files or threatens to file a claim or complaint, initiate an investigation, testify or provide information to any person with respect to the Workers' Compensation Act, the North Carolina Wage and Hour Act, the Occupational Safety and Health Act, the Mine Safety and Health Act, or any other laws or City policies. In addition, this policy covers NC General Statute 95-28.1 which prohibits discrimination against any person in possession of sickle cell trait or hemoglobin C trait, the Nation a Guard Reemployment Rights Act, the Pesticide Board, or Chapter 90, Article 5F relating to Control of Potential Drug Paraphernalia Products. Claims of retaliation should be addressed to the Human Resources Officer, City Manager, or City Attorney.

#### **Section 16. Use of Tobacco Products**

The use of any and all tobacco products, either in City owned or leased buildings or in City owned or leased vehicles or equipment is prohibited. Tobacco use is permitted outside of buildings in areas defined by the City for such use at least 50 feet from City buildings.

#### **Section 17. Direct Deposit**

The City may determine that employees will be paid by electronic transfer of funds to their designated back account(s). If Direct Deposit is used, employees will receive written or electronic documentation of their wages, deductions and leave balances each pay period.

#### **Section 18. Credentials and Certifications**

Some duties assigned to positions in local government service may be performed only by persons who are duly licensed, registered or certified as required by the relevant law, rule or regulation. Employees in such classifications are responsible for maintaining current, valid credentials as required by law, rule or regulation. Failure to obtain or maintain the required credentials is a basis for immediate dismissal without prior warning. An employee who is dismissed shall be given a written statement of the reason for the action and his/her appeal rights.

#### **Section 19. Lactation Support for Nursing Mothers**

The City is committed to family-friendly policies and benefits and accommodates breastfeeding mothers who wish to express breast milk during the workday when separated from the new born. The City provides reasonable break times to express breast milk for the child for up to one year after the child's birth.

Breast milk must be labeled with the name of the employee and date of expressing the breast milk when placed in a workplace refrigerator. Non-conforming products stored in the refrigerator may be removed. The employee storing milk in the refrigerator assume all responsibility for the safety of the

## ARTICLE VI. EMPLOYEE BENEFITS

### Section 1. Eligibility

All full-time and part-time employees of the City are eligible for employee benefits as provided for in this Article which are subject to change at the City's discretion and annual budget appropriations. Limited Service employees are eligible only for legally mandated benefits such as workers' compensation and FICA.

### Section 2. Employee Group Health

The City provides group health insurance programs for full-and part-time employees and their families as specified under the terms of the group insurance contract. The City 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. Employees budgeted at 20 or more hours per week but fewer than 30 hours per week are eligible for health insurance but must pay a pro-rated amount based on the average number of hours per week they are budgeted to work.

Full and part-time employees who are on the health insurance policy may, if they so desire, purchase available group health, dental and/or vision coverage through the City for qualified dependents when or if the City offers it and within the stipulations of the insurance contract. Employees will pay the amount stipulated by the City for their qualified dependents. Information concerning cost and benefits shall be available to all employees from the Human Resources Officer.

#### Retiree Health Insurance

The City provides health insurance for medical coverage only and to eligible retirees only. Insurance coverage ceases when the employee becomes eligible for Medicare. The amount the City pays is capped at the cost of coverage for current full-time employees. The retiree pays any excess cost.

Eligibility is established as follow:

	Hired prior to 9/1/2009	Hired between 9/2/2009 and 11/8/2019	Hired after 11/9/2019
Minimum number of years in the Local Government Retirement System	10	25	25
Continuous Years of Service with the City	5	25	25
Days after retirement date to select health coverage	30	30	30
% of required employee contribution prior to age 65	0%	0%	20%

For employees hired prior to December 1, 2009, the City shall pay for a Medicare supplement Plan G for medical coverage only, at a cost not to exceed the cost of medical coverage for current full-time employees. The retiree must pay any excess cost. The City reserves the right to choose the insurance provider for the Medicare supplement and in the event Plan G becomes unavailable, the City reserves the right to select a similar plan with similar level of benefits.

The City shall offer dental and vision coverage to the retiree at group rates offered under the City's group plan, with the cost being paid entirely by the retiree.

amount using this provision. If sick leave is not used, the employee shall be considered to be on Leave Without Pay (see Article VII, Sections 21 and 22).

Pursuant to a declaration invoking Section 304 of the Homeland Security Act, this provision will also apply to reactions to small pox vaccinations administered to City employees under the Homeland Security Act. Such reactions shall be treated the same as any other workers' compensation claim.

### **Section 8. Unemployment Compensation**

Local governments are covered by unemployment insurance. City employees may apply for benefits upon separation from their employment with the City through the local Division of Employment Security office where a determination of eligibility and benefits will be made.

### **Section 9. Law Enforcement Separation Allowance**

Every sworn law enforcement officer, as defined by N.C. Gen. Statute 128-21(11b) or N.C. Gen. Statute 143-166.50, shall be eligible for a separation allowance, as provided by N.C. Gen. Statute 143-166.42, in the amount specified in N.C. Gen. Statute 143-166.41(a).

Currently the law enforcement separation allowance is "equal to eighty-five hundredths percent (0.85%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service". The City will pay this benefit on a monthly basis.

Eligibility and continuation of these benefits are subject to the following conditions:

- a) the officer shall have completed 30 or more years of creditable service, or have attained 55 years of age at the time of retirement from the City and completed five or more years of creditable service as a sworn law enforcement officer (as defined in General Statute 143-166.42); and
- b) the officer shall not have attained 62 years of age;
- c) the officer shall have completed at least five years of continuous service as a law enforcement officer immediately preceding a service retirement, as defined by N.C. Gen. Statute 143-166.41(a)(3) and 143-166.41(b);
- d) the law enforcement officer, after separation from City employment, notifies the City of any new employment involving local law enforcement duties. Such notification shall include the nature and extent of the employment, and any change of employment status.

Payment of separation allowance benefits to a retired officer shall cease at the first of:

- a) the death of the officer;
- b) the last day of the month in which the officer attains 62 years of age; or
- c) the first day of re-employment in any position in any local government in North Carolina requiring retirement system participation.

The City may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System and doing so shall not cause payment to cease to those officers under these benefits. Participation in the retirement system is required by anyone scheduled to work 1000 hours per year or more.

## ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

### **Section 1. Policy**

The policy of the City is to provide vacation leave, sick leave, and holiday leave to all full-time employees and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. In all cases, an employee with a compensatory leave balance shall use compensatory leave prior to use of sick or vacation leave.

### **Section 2. Holidays**

The City will follow the holiday schedule as published by the State of North Carolina for state employees. In addition, the City provides President's Day off.

Employees wishing to schedule time off for religious observances, other than those observed by the City, may request vacation leave from their respective department director. The department director will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observances may be denied only when granting leave would create an undue hardship for the City.

### **Section 3. Holidays: Effect on Other Types of Leave**

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

### **Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel**

Nonexempt employees required to perform work on regularly scheduled holidays shall be paid at the time and one half rate for hours actually worked and receive pay at the regular rate for the holiday hours they did not take off. Exempt employees will receive time off at another time for work on a holiday. Holiday time will be pro-rated based on the average work week according to the formula in Section 16 of this article.

### **Section 5. Vacation Leave**

Vacation is a privilege granted to employees by the City. Vacation leave is intended to be used for rest and relaxation, school appointments, and other personal needs. Vacation should be requested in advance in methods determined by the department and approved by the supervisor.

Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the City. Employees who wish to use leave for religious observances must request leave from their respective department directors. The department director will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave or accrued compensatory time for religious observance may be denied only when granting the leave would create an undue hardship for the City.

### **Section 6. Vacation Leave: Accrual Rate**

Each full-time general employee of the City will accrue vacation on the following schedule. Sworn law enforcement officers will earn a prorated amount based on the average number of hours in the work week. (See Section 16 of this Article for more information.)

### **Section 11. Vacation Leave: Payment upon Death**

The estate of an employee who dies while employed by the City shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 8 of this Article.

### **Section 12. Sick Leave**

Sick Leave with pay is a privilege granted to employees by the City, not a right, and may be used only for the purposes described in this Policy. Abuse of sick leave privileges will subject the employee to disciplinary action.

Sick Leave may be used for the following reasons: sickness, non-job related bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others.

Sick leave also may be used when an employee must care for a member of his or her immediate family who is ill. For the purposes of this benefit, immediate family is defined as spouse, child, parent, sibling, grandparent, and grandchild, to include in-law, step and half relationships. The definition for this Article also includes individuals living in the same household who share a relationship comparable to immediate family members. Sick leave may not be used to care for a healthy infant or child.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' Compensation benefits begin, and afterward to supplement the remaining one third of salary, except that the employee may not exceed the regular gross salary amount using this provision.

Notification of the desire to take sick leave should be submitted to the employee's supervisor according to departmental procedures. Employees should keep their supervisors informed as to their status and expected return to work time.

### **Section 13. Sick Leave: Accrual Rate and Accumulation**

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time employees working other than the basic forty-hour work schedule (for example police and fire shift staff) shall be prorated as described in Section 16 of this Article. 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 Governmental Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the City, except as stated above for retirement or upon reinstatement within one year of separation.

### **Section 14. Transfer of Sick Leave from Previous Employer**

The City will accept sick leave balances 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.

## **Section 18. Family and Medical Leave**

The City will grant up to 12 weeks of family and medical leave per twelve months to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the City's Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. Earned compensatory time must be used first, followed by any holiday, sick or vacation time, once compensatory has been exhausted. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City's Leave Without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons:

- a) the birth of a child and in order to care for that child;
- b) the placement of a child for adoption or foster care;
- c) to care for a spouse, child, or parent with a serious health condition;
- d) the serious health condition of the employee; or
- e) military exigency.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring intermittent or lengthy absences. Generally, a chronic or long-term health condition which results in a period of incapacity for more than three days would be considered a serious health condition.

If a husband and wife both work for the City and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability, based on medical certification. The employee shall then use all paid vacation, accrued compensatory time and Leave Without Pay for the remainder of the 12-week period.

"Military Exigency" is a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military service member (reserve or national guard) under a call or order to federal active duty in support of a contingency operation. Qualifying events are:

- a) deployment of service member with seven or fewer days' notice;
- b) military ceremonies and events such as family-assistance or informational programs related to the family member's active duty or call to active duty;

continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the reimbursement of the amount paid for the employee's health insurance premium during the FMLA leave period.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit by the first of each month.

After using all paid leave for which the employee qualifies, the employee on FMLA may use Leave Without Pay for the remainder of the FMLA 12/26 week entitlement. An employee ceases to earn holiday or leave credits on the date Leave Without Pay begins.

### **Section 21. Leave Without Pay**

A full-time or part-time employee may be granted a leave of absence without pay for a period of up to twelve months by the City Manager. Leave Without Pay may be granted by the City Manager upon the recommendation of the Department Director and Human Resources Officer. The leave may be used for reasons of personal disability, sickness or disability of immediate family members, continuation of education, specific work that will permit the City to benefit by the experience gained or the work performed or for other reasons deemed justified by the City Manager. An employee must exhaust all compensatory time before being placed on Leave Without Pay status.

The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Manager. Upon returning to duty after being on Leave Without Pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay.

If the employee decides not to return to work, the department director shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested and granted, shall be considered a resignation.

An employee shall retain all unused vacation and sick leave while on Leave Without Pay. An employee ceases to earn holiday or leave credits on the date Leave Without Pay begins. The employee may continue to be eligible for benefits under the City's group insurance plans at his or her own expense, subject to any regulation adopted by the City and the regulations of the insurance carrier. If the Leave Without Pay is for a circumstance that coincides with FMLA or USERRA then the provisions of those policies will apply.

### **Section 22. Workers' Compensation Leave**

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may elect to use accrued sick leave, vacation, or compensatory time during the first waiting period of seven days. Once Worker's Compensation benefits begin, the employee may supplement the two thirds payments with one third of a day of sick leave, except that the employee may not exceed the regular gross salary amount using this provision.

Limited Service employees will be placed on leave without pay effective with the date of injury. Once the waiting period is over, workers' compensation covers two thirds of regular pay.

Any worker's compensation disability that qualifies under the requirements of FMLA shall run concurrently with FMLA. An employee on worker's compensation leave without pay will be permitted to continue to be eligible for benefits under the City's group insurance plans during the period of worker's compensation leave that is concurrent with FMLA.

and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

If such duty is required beyond the fifteen calendar days, the employee shall be eligible to take accumulated vacation leave or be placed in a Leave Without Pay status, and the provisions of that leave shall apply.

While on military leave, seniority-based benefits such as leave accrual rates shall continue to accrue as if the employee was actively at work. Employees on extended military leave will remain eligible for health benefits on a voluntary basis, at the employee's expense for a period of 24 months.

Limited Service employees will be granted time off without pay to meet their military reserve or National Guard training obligations.

#### **Section 24. Reinstatement Following Military and other USERRA Service**

An employee who volunteers or is called to active duty with the United States military forces, and who returns to work in less than five years will be returned to the same or like position he or she occupied prior to the active duty enlistment with full seniority, status, leave accrual rates and pay as if there had been no break in employment. A military discharge form "DD214" with an honorable discharge must be submitted with the notification of intent to return to work.

Time limits for employees to reapply for return to work after release from military service are:

- a) less than 31 days absence - employee must report to employer by the next business day.
- b) 31 days-180 days absence - notification to the supervisor must be submitted within 14 days.
- c) more than 180 days absence - notification to the supervisor must be submitted within 90 days.

All reporting deadlines are extended for two years if the employee is injured during USERRA service.

#### **Section 25. Civil Leave**

A full-time City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the City any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

#### **Section 26. School/Volunteer Leave**

A City employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) or member of a civic, religious or community service group is granted up to 4 hours of paid leave annually to involve him or herself in school activities of his or her child(ren) or volunteer and community service activities. This leave is subject to the three following conditions:

- a) the leave must be taken at a time mutually agreed upon by the employee and the City;



## **ARTICLE VIII. SEPARATION AND REINSTATEMENT**

### **Section 1. Types of Separations**

All separations of employees from positions in the service of the City shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

### **Section 2. Resignation**

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two calendar weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notification requirement is waived upon recommendation of the department director and approval by the City Manager. Thirty days' notice is expected of department directors and the City Manager.

Three consecutive days of absence without contacting the immediate supervisor or department director may be considered to be a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

### **Section 3. Reduction in Force**

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two weeks' notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are Limited Service or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the Limited Service or probationary employee.

### **Section 4. Disability**

The City will comply with the Americans with Disabilities act and will make all responsible efforts to provide reasonable accommodation to employees who may be or become disabled. An employee who cannot perform the essential duties of a position because of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the City. In cases initiated by the employee, such action must be accompanied by medical evidence acceptable to the City Manager. The City may require an examination, at the City's expense, performed by a physician of the City's choice.

Employees who meet the requirements of the North Carolina Local Governmental Employees Retirement System may qualify for a disability retirement. Information about this option is available from the Human Resources Officer or the Retirement System.

### **Section 5. Voluntary Retirement**

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

### **Section 6. Death**

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate

## **ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT**

### **Section 1. Disciplinary Action for Unsatisfactory Job Performance**

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. The Human Resources Officer will be available to assist all parties with the procedures in taking or responding to disciplinary actions. All cases of disciplinary suspension, demotion, or dismissal must be approved by the City Manager prior to giving final notice to the employee.

### **Section 2. Unsatisfactory Job Performance Defined**

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the department director or City Manager.

*Examples of unsatisfactory job performance include, but are not limited to, the following:*

- a) demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- b) careless, negligent or improper use of City property or equipment;
- c) physical or mental incapacity to perform duties after reasonable accommodation;
- d) discourteous treatment of the public or other employees;
- e) absence without approved leave;
- f) improper use of leave privileges;
- g) failure to report for duty at the assigned time and place;
- h) failure to complete work within time frames established in work plan or work standards;
- i) failure to meet work standards over a period of time;
- j) failure to follow the chain of command to address work-related issues; or
- k) failure to maintain certifications required by the job.

### **Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance**

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor shall meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions shall be noted in the employee's file by the supervisor.

An employee whose job performance is unsatisfactory over a period of time should normally receive at least two documented warnings, one of which may be in the final written warning, from the supervisor before disciplinary action resulting in dismissal is taken by the City Manager. In each case, the supervisor should record the dates of discussions with the employee, the performance

## **Section 5. Detrimental Personal Conduct Defined**

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the City may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of any government may be or have been violated.

*Examples of detrimental personal conduct include, but are not limited to, the following:*

- a) demonstrated dishonesty, fraud or theft;
- b) conviction of a felony or the entry of a plea of nolo contendere thereto;
- c) falsification of records for personal profit, to grant special privileges, or to obtain employment;
- d) willful misuse or gross negligence in the handling of City funds or personal use of equipment or supplies;
- e) willful or wanton damage or destruction to property;
- f) willful or wanton acts that endanger the lives and property of others;
- g) possession of unauthorized firearms or other lethal weapons on the job;
- h) brutality in the performance of duties;
- i) reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- j) engaging in incompatible employment or serving a conflicting interest;
- k) request or acceptance of gifts in exchange for favors or influence;
- l) engaging in political activity prohibited by this Policy;
- m) harassment of an employee and/or the public on the basis of sex or any other protected class status;
- n) harassment of an employee or the public with threatening or obscene language and/or gestures or any incidence of workplace violence; or
- o) stated refusal to perform assigned duties, flagrant violation of work rules and regulations, or serious malfeasance of work.

## **Section 6. Pre-Dismissal Conference**

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the department director or City Manager (in the case of disciplinary action of a department director) will conduct a pre-dismissal conference. At this conference, the employee may present any response to the proposed dismissal to department director. The department director will consider the employee's response, if any, to the proposed dismissal, and will, within three working days following the pre-dismissal conference, notify the employee in writing of the final decision after obtaining approval of the decision from the City Manager. If the employee is dismissed, the notice shall contain

## ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

### Section 1. Policy

It is the policy of the City to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair. The Human Resources Officer will be available to assist all parties with the procedures during the grievance process.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this Policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from City service.

### Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

### Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- a) providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- b) encouraging employees to express themselves about the conditions of work which affect them as employees;
- c) promoting better understanding of policies, practices, and procedures which affect employees;
- d) increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- e) increasing the sense of responsibility exercised by supervisors in dealing with their employees;
- f) encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and
- g) creating a work environment free of continuing conflicts, disagreements, and negative feelings about the City or its leaders, thus freeing up employee motivation, productivity, and creativity.

### Section 4. Grievance Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided. Every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension or demotion must be approved by the department director or City Manager and rescinding

The City Manager's decision shall be the final decision. The City Manager will notify the City Board of any impending legal action.

#### **Section 5. Role of the Human Resources Officer**

Throughout the grievance procedure, the roles of the Human Resources Officer shall be as follows:

- a) to advise parties (including employee, supervisors, and City Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- b) to be a clearinghouse for information, applicable forms and decisions in the matter including maintaining files of all grievance documents;
- c) to give notices to parties concerning timetables of the process, etc.;
- d) to assist employees and supervisors in drafting statements;
- e) to facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- f) to help locate mediation or other resources as needed.

The Human Resources Officer shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed.

If the Human Resource Officer has direct involvement with the situation surrounding the grievance in a manner that diminishes perceived neutrality, the City Manager or another person appointed by the City Manager may assume the role described in this section.

#### **Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination**

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e. is based on an individual's race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, non-disqualifying disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance or behavior), he or she has the right to appeal such action using the grievance procedure outlined in this Article. While such persons are encouraged to use the grievance procedure, they shall also have the right to go directly to the Human Resources Officer or to appeal directly to the City Manager.

Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action.

- medical disability, mental or physical, that a prudent physician would not divulge to the patient;
- b) a licensed physician designated in writing by the employee may examine the employee's medical record;
  - c) a City employee having supervisory authority over the employee may examine all material in the employee's personnel file;
  - d) by order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file;
  - e) an official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the City Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation;
  - f) an employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release;
  - g) the City Manager, with the concurrence of the City Board, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a City employee, and the reasons for that action. Before releasing that information, the City Manager shall determine in writing that the release is essential to maintaining the level and quality of City services. The written determination shall be retained in the City Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

The City Board shall establish procedures for all personnel files containing information other than the public information mentioned above whereby an employee who objects to material may place in the file a statement relating to the material.

### **Section 3. Personnel Actions**

The Human Resources Officer, with the approval of the City Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located as designated by the City Manager, normally in the Human Resources Office. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement, letters of recommendation, and other personnel-related documents.

## ARTICLE XII. IMPLEMENTATION OF POLICIES

### Section 1. Conflicting Policies Repealed

All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed.

### Section 2. Separability

If any provision of these policies or any rule, regulation, or order hereunder of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

### Section 3. Amendments

This policy may be amended by action of the City Board and by resolution appropriately approved. Any revisions or amendments adopted in conformance with this procedure shall become effective as of the date of such adoption.

Notice of any amendment to the policy or any portion thereof, shall be provided to employees. Adopted amendments should be posted on bulletin boards in employee work locations, emailed to employees, and/or placed in employee newsletters.

# City Manager's Report

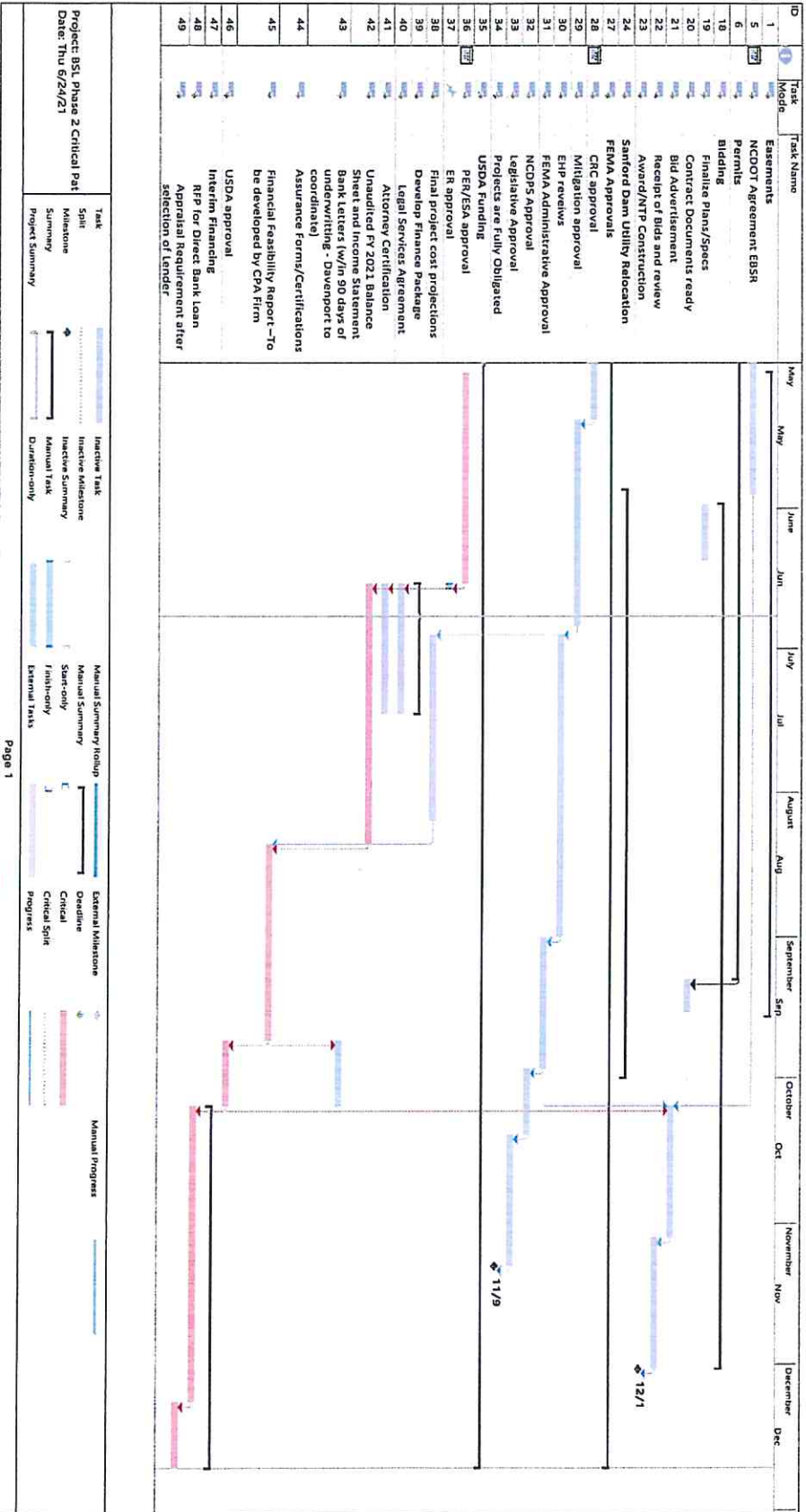
## Dam Restoration Project

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- Coordination of Technical & Financial Critical Paths
- Working with Engineers (McGill), Financial Consultants (Davenport) and Funding Agencies (FEMA & USDA) to coordinate paths



# BSL - Critical Path to Construction – June 24, 2021



Project: BSL Phase 2 Critical Pat  
Date: Thu 6/24/21

# City Manager's Report Dam Restoration Project Technical Update

## FEMMA

- Sanford & Upper Dams Design and Funding Approved
- North Lake and Pine Lake: Design and Funding Approved
- Next Steps
  - EHP (FEMMA internal review per Federal compliance)
  - FEMMA Admin Approval
  - Final Agreement
  - NCDPS (Dam Safety)
  - NC Legislature (procedural approval)

# City Manager's Report Dam Restoration Project Technical Update

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## USDA

- Preliminary Engineering Report – comments being addressed
- Engineering Service Agreement – comments being addressed
- Environmental – submitted, July approval expected



# City Manager's Report Dam Restoration Project Technical Update

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## NC Flood Mapping Request

- Reviewed – response underway
- Fee waiver being pursued (\$8,000+)

# City Manager's Report

## Dam Restoration Project

### Financial Update

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- State Funding: Awaiting approval as part of State budget
- FEMA - \$8.852 million base, \$8.8 million mitigation
- USDA Loan for local share – based on repay ability
  - Financial feasibility report (Summer/Fall 2021)
  - Financial statements (July/August)
- Interim Financing – third party construction loan
- Local Government Commission Approval – timing/scheduling



Description	Improved Project Cost <sup>1</sup>	Project Contingency	Engineering Costs <sup>5</sup>	FEMA Eligible Cost w/CEF	FEMA Mitigation w/soft costs <sup>4</sup>	City's Share
SD <sup>2a</sup>	\$ 25,000,264.20	\$ 2,380,903.92		\$ 8,089,462.00	\$ 6,578,062.00	\$ 12,713,644.12
ULD <sup>2b</sup>	\$ 1,848,246.01	\$ 146,674.60	\$ 2,018,908.00	\$ 688,650.00	\$ 678,235.00	\$ 628,035.61
NLD <sup>2c</sup>	\$ 1,410,560.89	\$ 113,106.09	\$ 21,416.50	\$ 7,390.84	\$ 729,317.87	\$ 786,958.27
PLD <sup>2d</sup>	\$ 1,148,907.11	\$ 97,740.71	\$ 1,397,823.49	\$ 66,591.19	\$ 819,253.00	\$ 360,603.64
Utilities Relocate SD			\$ 12,000.00			\$ 750,000.00
Easement Plate						\$ 12,000.00
Design and Permitting (TO 1) <sup>7</sup>			\$ 2,018,908.00			\$ 2,018,908.00
ER and PER			\$ 21,416.50			\$ 21,416.50
Construction RPR			\$ 1,397,823.49			\$ 1,397,823.49
QA Testing			\$ 1,532,538.05			\$ 1,532,538.05
Construction Admin.			\$ 2,135,417.40			\$ 2,135,417.40
Post Const. LOMR Prep & Submittal			\$ 284,685.00			\$ 284,685.00
Dam Safety Permit Fee			\$ 16,302.00			\$ 16,302.00
LOMR Reveals fees						\$ 50,000.00
Capitalized Interest (during construction)						\$ 15,000.00
Local Legal Fees						\$ 1,320,000.00
Bond Council Fees						\$ -
Owner Adm. Costs						\$ 12,500.00
NC General Assembly contribution						\$ -
<b>TOTAL</b>	<b>\$29,407,978</b>	<b>\$ 2,738,425.32</b>	<b>\$ 7,419,090.44</b>	<b>\$8,852,094</b>	<b>\$8,804,868</b>	<b>\$ (12,000,000.00)</b>
						<b>\$12,056,032</b>

<sup>1</sup> Based on Engineer's 90% Estimate of Probable Construction Cost

<sup>2</sup> FEMA Eligible Cost Based on final values w/ CEF from 8/30/21. Mitigation based on approved HMP and soft costs.

<sup>3</sup> FEMA Eligible Cost Based on CRC final values w/ CEF from 2/28/21. Mitigation based on approved HMP and soft costs.

<sup>4</sup> Updated ULD and SD based on FEMA HMP dated 4/6/21. PLD and NLD updated based on FEMA HMP dated 6/27/21.

<sup>5</sup> Value of FEMA reimbursement included in CEF for FEMA Eligible Cost and FEMA Mitigation

<sup>6</sup> Revised to show Utility Relocation cost and Contingency separately

<sup>7</sup> Existing Task Order - 89.5%, complete as of 4/31/21

Base Agreement - Design (underway)

RPR (hourly)

Base Agreement - Construction

Base Agreement - Post Construction

## City Manager's Report Police Department Building Project

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- Bid as design-build project
- Requires three (3) or more bids to open
- One proposal received – June 9, 2021



# City Manager's Report

## Police Department Building Project

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- Process calls for re-advertisement
- Upon bid award, begin negotiation for project budget
- Option: Take project to 100% design and then solicit bids
- USDA Loan – unaffected by delay



# City Manager's Report

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- Requests for waiving interest have been granted historically on old outstanding water assessment accounts (tap and water assessment paid)
- Board approval of writing off accumulated interest at some point

# City Manager's Report

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- City Attorney Appointment

# City Manager's Report

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Fifty Lakes Dr./South Shore Dr. Paving Repairs

- Contract fully executed
- Public Works Staff, Engineer and Contractor to determine final scope of work

# City Manager's Report

## Streambed Restoration Project

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- Project ready for bid
- Easements needed for 19 properties
- Funding extended to October 18



July 6, 2021

~ PUBLIC COMMENT ~

City of Boiling Spring Lakes

Board of Commissioners Meeting

Comments are restricted to 5 minutes per speaker

PLEASE PRINT

	<u>Name</u>	<u>Address</u>
1.	<u>KAREN HARTICAN</u>	<u>801 S. SHORE DR</u>
2.	<u>ROGER SAMSON</u>	<u>651 TREVINO RD.</u>
3.	<u>_____</u>	<u>_____</u>
4.	<u>_____</u>	<u>_____</u>
5.	<u>_____</u>	<u>_____</u>
6.	<u>_____</u>	<u>_____</u>
7.	<u>_____</u>	<u>_____</u>
8.	<u>_____</u>	<u>_____</u>
9.	<u>_____</u>	<u>_____</u>
10.	<u>_____</u>	<u>_____</u>