

Town of Spring Lake  
Regular Meeting of the Board of Aldermen  
Municipal Building  
300 Ruth Street  
Spring Lake, NC 28390

August 14, 2017

**MINUTES**

7:03 p.m.

The Spring Lake Board of Aldermen held a regular scheduled meeting in the Grady Howard Conference Room of the Spring Lake Municipal Building with Mayor Chris Rey presiding.

**Board Members Present:** Mayor Pro Tem Larry Dobbins  
Alderman James Christian  
Alderman James O'Garra  
Alderwoman Fredricka Sutherland

Alderwoman Densie Lucas was absent

**Others Present:**

Tad Davis, Town Manager	Tony Buzzard, Town Attorney
Tom Cooney, Public Works Director	Tim Garner, Interim Water Resource Director
Rosa Henegan, Human Resource Officer	Sam Jones, Recreation Director
John Kleinert, Director of Streets, Grounds and Sanitation	Charles Kimble, Police Chief
T.J. McLamb, Fire Chief	Doris Snider, Senior Center Director
Claiburn Watson, Finance Director	Banard Lemon, Administrative Assistant

**2. Invocation**

Alderwoman Sutherland gave the invocation.

**3. Pledge of Allegiance**

Mayor Rey led the meeting in the pledge of allegiance.

**4. Additions or Deletions to Agenda**

The Board added an AUSA Presentation as Item 8c to the agenda.

**5. Approval of Agenda**

The Board approved the agenda as amended

**Action:** The Board approved a motion to approve the amended agenda.

**Motion by:** Alderman Christian

**Second by:** Alderman O'Garra

**Vote:** Unanimous

(A copy of the Agenda is hereby incorporated by reference and made a part of these minutes – see attachment one.)

**6. Approval of Consent Items**

The Board approved the consent items:

- a. Minutes of the July 24, 2017 Regular Meeting
- b. Debt Setoff Hearing Report for Ms. West

**Action:** The Board approved a motion to approve the consent items: Minutes of July 24, 2017 Regular

Meeting and the Debt Setoff Hearing Report for Ms. West.

**Motion by:** Alderman Christian

**Second by:** Alderman O'Garra

**Vote:** 3-1

Yes

Mayor Pro Tem Dobbins

Alderman Christian

Alderman O'Garra

No

Alderman Sutherland

## 7. Public Forum

No one spoke at the Public Forum.

## 8. Presentation

### a. Yard of the Month

Mayor Rey recognized the Yard of the Month recipients. The following resident won the award for August:

Mr. and Mrs. David Clark, 1425 Milton Street

(A copy of the agenda memo is hereby incorporated by reference and made a part of these minutes – see attachment two.)

### b. Manager's Update

Mr. Davis reported the following:

- He reminded everyone about the mosquito spraying which we do three times over the summer. Mosquito dunks are available to residents and we are asking residents to ensure that their property is free of standing water.

Alderman Sutherland stated that Rhonda had asked her to mention this to the Board several weeks ago about the Board not receiving their agenda packets on time. She stated she can understand when it is late sometimes and we don't receive the packet on Friday which does not give us the opportunity to go through these. We have received these several different times late. She stated she believes they received the packet on Friday as well as amendments to the contract that were received today and that does not give us enough time to study it. She said it is very important when we are conducting Town business that we get the information so we can read it and understand it and not rush to read the agenda. She asked that they receive the packet no later than Wednesday and stated that she understands people are busy but they are busy as well. She also inquired about the date that the mosquito spraying will be done. Mr. Davis said the next one will be August 24, 2017 beginning at 10 p.m. They will spray until 1 a.m. the next morning. She asked if that is all of Spring Lake and Mr. Davis replied yes.

Alderman O'Garra stated that people have been asking about the bump in the roadway near Cedar Point. Mr. Davis stated Mr. Cooney had put together a solution for that bump and stated we are going to test out some new technology that is being used to replace asphalt on roadways but we were not able to complete that demonstration project last week so we will fall back on the same old reliable system that we currently use.

### c. AUSA Presentation

Colonel (Ret) Bill Bell and LTC (Ret) Wally Wallace, Braxton Bragg Chapter of the Association of the United States Army, presented the Town of Spring Lake with a 10-year longevity membership certificate.

## 9. New Business

### a. Project Ordinance (2017) 7, Ruth Street Park Improvements, Tennis Court Construction

### b. Budget Amendment 2018.1, Ruth Street Park Improvements, Tennis Court Construction

Mr. Watson presented Project Ordinance (2017) 7 for the tennis court reconstruction. This Project Ordinance is an

upgraded version of the original Project Ordinance (2016) 4 approved by the Board of Aldermen on May 23, 2016. This Project Ordinance adds approximately \$45,000 to the anticipated total. Mr. Watson stated the funds will come from lapsed salaries for five positions that were vacant during the first five payrolls of the 2017-2018 Fiscal Year.

Mayor Pro Tem Dobbins inquired if we no longer need the five positions, particularly the Senior Center Assistant position and Mr. Watson stated the positions are still approved positions they are just vacant at the moment. Mayor Pro Tem Dobbins inquired why the positions are still not filled when the Board pushed to get some of them approved. Mayor Rey clarified that the Senior Center positions were not approved positions until July 1, 2017, the new Fiscal Year. He stated there is lag time between positions being approved and people actually getting the position. He further clarified that it doesn't mean we are not getting to those positions just that the salaries for these positions were budgeted for a full year and when people are not occupying the position the money that would have been used for the salary is still there. Mayor Pro Tem Dobbins stated he understands but he has some concern about the positions not being filled and the need is unfulfilled. Mr. Davis stated the application process is ongoing for the Senior Center positions. He stated we received 7 applicants and expect to fill the positions in the near future. Mayor Pro Tem Dobbins also inquired about the Meter Reader position and Mr. Davis advised it has been filled. He asked about the other positions and Mr. Davis stated we have one qualified candidate for the Inspections Supervisor and one qualified candidate for the Water Superintendent. Mayor Pro Tem Dobbins then asked if there are any other positions where funds could be transferred from and Mr. Davis stated there is a patrol vacancy in the Police Department. Mayor Pro Tem Dobbins asked about the Fire Department and Mr. Davis stated he is not aware of any we have at the time. Mayor Pro Tem Dobbins stated that is contrary to the ad he saw where the Fire Department is hiring and that they are actively seeking full time and part time. Chief McLamb stated the last day for that announcement is August 31<sup>st</sup> and Mayor Pro Tem Dobbins asked if they are hiring just one and Chief McLamb stated yes sir.

Alderwoman Sutherland stated she is going to have to not approve this because she is not accustomed to taking monies from the employee's funds, the retirement and the FICA retirement group. She stated this was presented to the Board last year about the tennis courts and she thought they had already approved this. She stated she is not accustomed and if we do not have the money, why are we taking from the employment funds. She stated she has never, since she has been on the Board, had to take money from the employment funds for any projects. She stated we have the PARTF Grant and the monies came in and the Board discussed it. She stated it seems to her that we are having difficulties with revenue in the Town if we have to start taking it from the employee's funds and retirement and then fluffing around and then hiring this person at this particular date to compensate for us to have money for the tennis courts. She stated that the really is not understanding if we don't have the money why would we have to juggle funds around to make this happen if we have the PARTF Grant. Mayor Rey stated that we have, in the past, used lapsed salaries for projects and it is very customary, when positions go unfilled and the money which has been allocated is not used, the Town uses those resources for other projects and that is customary based on things we have done in the past. He also stated he knows that we have done this before and that this is proper use in what we are doing, in that these positions have not been filled yet and that money would go unused which would then create a surplus at the end of the year. The PARTF Grant that we currently received was to only be used to give the tennis courts a surface layer which would end up causing us to have to resurface it again in two years. After inspection by our Town leadership it was determined that we would need to dig up the entire tennis court to be able to put down a quality tennis court. The problem is we did not budget this year to reconstruct the tennis courts and had only budgeted to do the resurfacing. He stated that he wants it to be clear for the community that this project was not part of our original budget and the PARTF Grant that we received was only allowing us to put a surface over the tennis courts. The tennis courts are in such disrepair that we determined we need to dig up the entire court and put down a whole quality surface which means we need additional funds that we did not budget for and utilizing the lapsed salaries of these positions, that we would have paid in the month of July and which we did not pay because the positions are not filled, makes sense.

Alderman Christian inquired when the construction will start and Mr. Cooney stated we have the contract in hand and construction would begin two to four weeks after signing the contract and will be complete in approximately four months.

Alderwoman Sutherland stated for the record that she brought it up about the tennis court because she thinks we should have a quality tennis court in the Great Town of Spring Lake because it has been brought before the Board again and she wanted to reiterate that and it just failed and that is why she brought it back up. She is just not comfortable utilizing employee’s FICA retirement and group insurance for 2017-2018 budget dollars. She stated she understands the condition of the tennis courts because she brought it to the Board because citizens had brought it to her but she was under the impression that we had funds and dollars already but it probably is customary because it seems like different things is customary in the Great Town of Spring Lake when it comes to funds but she is just not comfortable utilizing employee’s monies. And, for the record, she thinks we should have a quality tennis court.

Mayor Rey clarified for those who may look at the packet, on the Inspections Supervisor position the salary is listed as \$8,502.30. The FICA, retirement and group insurance along with the salary totals \$11,774.47. This is the amount that would have been paid out for that position if it had been filled for the month of July and part of August. He stated it is customary for us to have a total of not just the salary for an individual but the benefits as well that come along with the position that the Town pays for. Because that person is not hired we are able to utilize these funds that are part of the budget – so, just for clarity, not saying that Alderwoman Sutherland was saying this, but just for clarity, we are not going into employee’s retirement or employee’s FICA and taking money, these are parts of the benefits package for the employee and because the Town pays these out, the Town has the ability to utilize these funds because they are not going to be used for an employee because no one has been hired.

**Action:** The Board approved a motion to approve Project Ordinance (2017) 7.

**Motion by:** Alderman O’Garra

**Second by:** Alderman Christian

**Vote:** 2-2 with Mayor Rey breaking the tie and making the vote 3-2

Yes	No
Alderman Christian	Mayor Pro Tem Dobbins
Alderman O’Garra	Alderwoman Sutherland
Mayor Rey	

**Action:** The Board approved a motion to approve Budget Amendment 2018.1.

**Motion by:** Alderman Christian

**Second by:** Alderman O’Garra

**Vote:** 2-2 with Mayor Rey breaking the tie and making the vote 3-2

Yes	No
Alderman Christian	Mayor Pro Tem Dobbins
Alderman O’Garra	Alderwoman Sutherland
Mayor Rey	

(A copy of the Agenda Memo, PARTF Grant Summary Expenditures, Project Ordinance (2017) 7 and Budget Amendment 2018.1 is hereby incorporated by reference and made a part of these minutes – see attachment two.)

**c. Land Purchase Agreement for Splash Pad**

Mr. Davis stated he is requesting Board approval for the land purchase for the use of the splash pad and to settle the ongoing dispute between the Town and the Wellons Water Company for underbilling of water. He stated the contract, release and settlement agreement between the Town of Spring Lake, Overhills Water Company, BBC

Enterprises and W.S. Wellons Realty will enable the purchase of two properties by the Town to be used as the site of a proposed splash pad, as well as facilitate the payment of \$67,776.25 to the Town by the Wellons Water Company as a settlement for the underbilled water. He stated while the total underbilled amount was \$84,293.30, the proposed settlement essentially enables the Town to recoup approximately three of the four years' worth of underbilled water. He advised that the statute of limitations only allows a three year window to recoup funds of this nature. He stated he provided a map of the parcels and appraisals of the parcels.

Alderman Sutherland stated you are asking us to approve a contract that does not have a date on it and has not been signed or filled in. Mayor Rey stated what happens is once the Board approves an agreement both parties then sign or execute the agreement. This is provided to make sure the Board is comfortable with the language in the agreement. She stated that she is just not accustomed to a contract that is not filled in. She then inquired about the pending dispute mentioned in the first paragraph of the agreement. Mr. Buzzard clarified that the dispute is over the water. Alderman Sutherland stated that to her understanding staff is asking the Board to approve this agreement that Wellons will pay \$67,776.25 which should be \$84,293.30 because we are going to purchase land, it should be two parcels of land that we are trying to purchase. Mr. Davis said that is correct, one parcel of land is \$80,000 and the other parcel is \$33,000 for a total of \$113,000. Alderman Sutherland stated this total is over the amount that was owed and Mr. Buzzard clarified that \$84,293.30 is the amount that we contended was owed but Wellons contended that the amount owed was \$0 or at least much, much, much less and did not voluntarily pay anything towards it. We then agreed to solve that dispute by a payment of \$67,776.25 in addition agreed to sell the land that we want to use for the splash pad. Alderman Sutherland stated that is true. She then recapped that the total amount is \$84,293.30 that we asked Wellons to pay the Town and Mr. Buzzard stated that is the total that we said they owed us that was underbilled. Alderman Sutherland further recapped that Wellons has agreed to pay \$67,776.25 plus two parcels of land that will total up to \$113,000. She stated that is over the 84,293.30 so the Town will recoup a little bit more. Mr. Buzzard clarified that the Town will have to pay the difference between the \$67,776.25 and the \$113,000 but at the same time we have to realize that we couldn't have forced him to sell us that property and we needed that property for the splash pad. Alderman Sutherland then stated that is why I am wondering about the ongoing dispute and Mr. Buzzard stated the dispute was solely about the water bill issue. Alderman Sutherland then inquired about the Terms section of the contract and asked if he is going to pay the Town \$67,776.25 on or before September 1, 2017 and Mr. Davis stated that is correct but it is contingent upon when this agreement is approved. She also inquired about the soil testing requirement listed on page 2 of the agreement and stated we have not done our due diligence to test the soil. She also asked about the closing costs and the amount and Mr. Buzzard stated the closing costs should be very, very minimal. She then stated she is glad we are getting our money back and hopefully we can use it as a splash pad because we are throwing it out there because it sounds real good but we still have to have that land tested. She stated she just wants to do her due diligence as a Board Member to understand instead of just saying ok, I approve it, I approve it. She also wanted to make sure after approval of this contract that there will not be any ongoing dispute and Mr. Buzzard stated no, the water dispute is over and the only potential dispute would be in the event some testing discovered some issue with the property, we have the right to back out of either of the two sections of property, that is why the two separate parcels are listed. Alderman Sutherland asked if we still get the \$67,776.25 and Mr. Buzzard stated yes. Alderman Sutherland stated Mr. Wellons agreed to pay the \$84,293.30 and Mr. Buzzard clarified that he did not agree to pay the \$84,293.30, he agreed to pay \$67,776.25. Alderman Sutherland stated exactly but he agreed to sell us two parcels of land which is going to total up, people don't just give away free land so we have to add that in there as well. Mr. Buzzard said yes but the Town is paying some amount for that. Alderman Sutherland stated exactly.

Mayor Pro Tem Dobbins asked if it is possible to have another 30 days or so to review this. Mayor Rey stated right now there is a motion on the floor to approve the contract, unless the maker of the motion is willing to rescind that motion we will move forward with the current motion on the floor. Mr. Buzzard stated that there is no guarantee that the \$67,776.25 will be paid until this is executed and any delay in between could cause a change on either side. Alderman Sutherland stated that we went into Closed Session months ago and we talked about this and

he didn't change his mind and you are an advocate to make sure that the Town citizens get their money and you communicated with him but I think if we could table this and understand what we are doing because if I have a lot of questions I don't want to rush it because of September 1<sup>st</sup> if we are not comfortable. Mr. Buzzard stated that date was picked because of the date of suspected date of the contract. The September 1<sup>st</sup> date could be moved back and he does not suspect Mr. Wellons will change his mind about it but it is his job to let the Board know that every day that goes by there is that risk.

**Action:** A motion to approve the Land Purchase Agreement for the Splash Pad was made and then rescinded

**Motion by:** Alderman O'Garra

**Second by:** Alderman Christian

**Action:** A motion to table this item was approved.

**Motion by:** Mayor Pro Tem Dobbins

**Second by:** Alderwoman Sutherland

**Vote:** Unanimous

(A copy of the Agenda Memo and Budget Amendment 2017.10 is hereby incorporated by reference and made a part of these minutes – see attachment three.)

**d. Budget Amendment 2018.2, Land Purchase for Splash Pad**

This item was not discussed due to the action of the previous item.

**e. Contract, Interim Police Chief**

Mr. Davis stated the proposed contract will enable the Town to bring Troy McDuffie on board to serve as the Interim Police Chief for the Town. Ideally his contract would begin on August 14, 2017 to enable him to transition with the outgoing Chief from August 14 – 18, 2017 with the intent for him to formally assume duties as the Interim Police Chief on August 18, 2017. He would serve until the new Police Chief has been selected and reports for duty with the Town. He also stated the contract is very similar to the contract that was used for the Interim Town Manager and has been approved by the Town Attorney and pre-audited by the Town's Finance Director.

Alderwoman Sutherland stated that we have had interims prior and I don't know what happened with that contract but in Section 9, the second paragraph where it says the Interim Police Chief serves at the pleasure of the Town Manager, I would like to see it in there, and the Board has the right, to see it say to serve the Board as well. She would like it to read the Interim Police Chief serves at the pleasure of the Town Manager, as well as to the Board of Aldermen of the Town of Spring Lake. She also stated that in the selection of our new Police Chief, I mentioned it and it is in the minutes and I have talked to the Town Manager as well as my colleagues that we would be involved with the selection of our new Police Chief as well as the citizens would have the right to voice their opinions since they will be serving the citizens and they serve the Board. She stated we had something in place once before that if any of our Department Heads would be terminated there would be a discussion with the Board of Aldermen as well about those Department Heads.

Mayor Rey stated that normally the Board is responsible for the Clerk, Town Manager, Town Attorney and the Finance Director. The rest of the Department Heads work for the Town Manager. He stated he doesn't know if that is one of the areas that we want to start wading into. In our process of selecting our last Police Chief there wasn't as much involvement by the Board and that was one of the things we said we would improve on. Unless the maker of the motion wants to, and I would want to get some review on that, include that language, that would be out of order at this time.

Alderwoman Sutherland stated she wanted to clarify so it would not get mixed up with language. What she is

saying is, and she understands the chart and she understand how it goes, but what she is asking is, the Board has the right, where it says Town Manager and Board of Aldermen, for termination purposes, that he consult with the Board because he does work for the Board. With any position, regardless of what position, just as you stated the chart of who works for the Board, the Town Manager works for the Board and as a Board member what I am asking is not taking anything away from the Town Manager but have the Board on here as well. Mayor Rey stated he understands what she is saying and he gets it but he believes what we are doing is wading into areas that become not proper later on. Every Board is different and even though the Manager works for us the Department Heads work for the Manager and any time the Board Members get engaged with employment issues in that regard it become very messy and becomes not proper. Again, I would encourage this Board to not get in those waters because that creates situations that we have read about in too many towns where you have Board Members who deal with and meddle in personnel issues that they should not be doing. As Mayor of this Board I would not want this Board to do that now, in the future maybe, but I think we would end up stepping into other waters that would create problems for us. The Manager is responsible for Department Heads and Department Heads answer to the Manager and no one else. As a Board, if we are not pleased with the decision of that manager, then the Board has the ability to have that recourse. But I do not think that we should be consulted by the Manager based off of decisions that they have made for Department Heads, that becomes a personnel issue that we all end up becoming liable for. We have an HR Manager here that may be able to shine some light and clarity on that. The HR Manager was just walking back into the meeting and Mayor Rey recapped for her that a Board Member is asking to be consulted prior to the Manager making any termination decisions and asked the HR Manager to give the Board some feedback on their legal/policy authority of the Board being able to weigh in on those decisions. Ms. Henegan stated that the policy states the Town Manager has the authority to terminate all Department Heads except the people who report to the Board. All other Department Heads, the Town Manager can make that decision themselves if they want to and make the Board aware. Alderwoman Sutherland stated that is what I just asked. Ms. Henegan stated that the Manager has the ultimate decision on this. Mayor Rey stated making someone aware and consulting are two different things. When you consult you have a discussion. Alderwoman Sutherland stated why not have a discussion on it and we are going to move on Mr. Mayor but what I am saying, so we won't get it all drawn out, I understand, but why not have the discussion, it would be proper with those types of positions to have a discussion, what do we have to hide. I understand who makes the ultimate decision but if we are in this together and we don't have anything to hide, what would it hurt to have a conversation about them. Because we have had conversations about them before, because the other Chief brought it to the Board and gave us the common courtesy to let us know the reason why that individual was being terminated and you sat in on one of the meetings as well. That's why I am asking, I didn't want it to be drawn out as to who has the power to do what but common courtesy that is all I'm asking. And, if you have to explain a little bit more, what's wrong with explaining. I understand who works for who. Mayor Rey stated I hear what you are saying Ms. Sutherland but what ends up happening is a policy or custom is put in place that that kind of discussion happens, as the Board changes, there are Board Members who use their influence to lean on a Manager to make a decision that may go against what they want to do. He stated that it is easier to create an environment or say to Tad to keep up informed on those decisions and I think it is safe to say that he is professional enough to do that. But to put in a contract that prior to termination the Manager must consult the Board, I think that is not proper because at the end of the day the Manager has that authority. But, as far as putting it out there in the universe, to say hey Tad we want to have a discussion about that is completely different. Alderwoman Sutherland stated she wants it in the minutes not out there in the universe but in the minutes and we will leave this as is at this particular time but in the minutes that there will be a discussion because it is proper and I think the Board should be informed with a position of that magnitude about what's going on besides reading it in the newspaper if that should happen. She stated she doesn't like saying I didn't know when people ask. She stated it's not about who has all the power, it's about us working together and understanding before the newspaper gets it and we hear later that you are our representative and you don't know what's going on in your own Town. Mayor Rey stated he just wants to make sure he states this for the record, as we close this out, that he does not think there has ever been a time when anyone major in any department that has been terminated that we learned about it from the newspaper. He stated he hears what Alderwoman Sutherland is saying but that is not our culture here and he wanted to stated that for the record.

Mayor Pro Tem Dobbins stated there are two phrases: one is at the top of page 2 and one he heard earlier that the Interim Police Chief shall serve at the pleasure of and he also heard verbally that the Department Heads work for and he believes that could be clarified. He stated because where it says "at the pleasure of" – well if he is displeased for reasons known to God, he believes if it says reports to or works under the supervision of, he understands that, but when someone says works at the pleasure of, he doesn't like that. Mayor Rey clarified that is legal language that is normally used in employment contracts and Mr. Buzzard stated one of the reasons the word pleasure has always been used is that it implies that that hiring can be terminated at any time and for any reason. Most people are at will employees so they do serve at their pleasure and if they are displeased, they can be terminated. Alderwoman Sutherland stated she understands who she works for, she works for the Town of Spring Lake citizens, but when I'm adamant about different things that are being said, and the pleasure of, it is always talked over to make it the way you all want it to be instead of the Board. Mayor Rey stated he does not agree with that and just because a Board Member does not agree with something... (unintelligible)... Alderwoman Sutherland then stated we're gonna, we'll move on sir and Mayor Rey said well no, you have spoken and now I will speak Ms. Sutherland, when a Board Member makes a suggestion it doesn't mean that suggestion is approved by everyone. Mr. Dobbins said there is language in this contract that he does not agree with and unless the majority of the Board agrees with Mr. Dobbins, it is not a ya'll or you or an individual, it is all of us. He made a suggestion and unless a majority of the Board would like to change the language then we can do that but what I was saying is that this is common language that is used in employment contracts but if the majority of the Board would like to change it to something else then we can do that. But just because a Board Member makes a suggestion does not mean the suggestion is right. Alderwoman Sutherland stated no it just seems like we are always talked down whenever we are asking, that's what it seems like to me. Maybe I'm wrong and you can be right Mr. Mayor if you like. Mayor Rey stated not that I can be right if I like but if I'm right, I'm right and if you are right then you are right. Alderwoman Sutherland stated no I just work collectively as a team and I didn't mean for it to get where you took it to. Mayor Rey stated alright, all I said Ms. Sutherland is if the majority of the Board would like to change the language we can do that, no one was talking down or over or above, it's a fact that Mr. Dobbins made a suggestion and all I said is this is common language and the attorney made his suggestions and now it's back to the Board to see if they agree with Mr. Dobbins. So the question is, does the majority of the Board want to do that. It is a debate to make sure we are doing the best that we can for the citizens of our community. He made his suggestions, I made my suggestions and you did not give me an opportunity to come back to the Board to say what is your pleasure. Do we keep the word pleasure in there or do we change it to a suggestion by Mr. Dobbins. I always do that with this Board. Alderwoman Sutherland stated ok, do you want to do that now and Mayor Rey stated yes, I am, so back to the Board, it is your decision, would you like to change the language based off of what Mr. Dobbins suggested, and we need to make sure that we handle the motions appropriately. He then asked Mr. Christian if he would like to amend his motion and asked Mr. Dobbins what language he wanted in the contract. Mayor Pro Tem Dobbins stated he would like to see it be "reports to" instead of "at the pleasure of" throughout the document. Mayor Rey then asked the Town Attorney if the language meets the intent. Mr. Buzzard stated the word "pleasure" is more about the hiring and firing of an individual and the words "reports to" or "under the supervision of" refers to the work and does not imply that person can hire or fire. He then stated we don't have to be tied to the word "pleasure" either, it can be some other word and he understands what the Board is saying about the interpretation of the word "pleasure". The word "direction" implies that you are the one in control of what they do. He then stated that the Manager has the authority to hire and fire anyway and he is not as concerned about the word used because the contract specifies that they can be terminated with or without cause. The Board finally decided on the words "shall work at the direction of" and Alderman Christian amended his motion to include this language instead of "pleasure of".

Alderman Christian stated he understands all this and stated if there has ever been any issue with an employee or Department Head, he has always been able to go to the Town Manager and have it taken care of. The Town Manager does a fantastic job of keeping us informed about what's going on. That is my opinion and my view and that is how I see it. He stated he knows there are times he does not say much when he is at the meeting but that is



because when he gets his packet he reviews it and contacts the Manager to ask questions before the meeting. He stated the truth is we could do a better job by getting the packets on Wednesday instead of Thursday or Friday and that is something we are going to have to work on. But, the Town Manager does do a good job and I understand that I cannot hire or fire anybody. But, if I'm ever unhappy with an employee's behavior, I am able to take it to the Town Manager and follow the procedures that are laid out. He also stated he has no problem changing the wording on this contract but he does not want to get to the point where they are micromanaging the Town Manager. He stated it is not his job to micromanage what the Town Manager is doing or what is going on in the Water Department with the Meter Readers. He stated he wants to avoid that and make sure the Board is not tying the Town Manager's hands. He also stated he sometimes is not happy with the Town Manager and the Town Manager knows when he is not happy because he does not have any qualms about letting him know but for the most part he is very, very competent in what he does.

**Action:** The Board approved a motion to approve the contract for Interim Police Chief with the wording amendment.

**Motion by:** Alderman Christian

**Second by:** Alderman O'Garra

**Vote:** Unanimous

**10. Adjournment.**

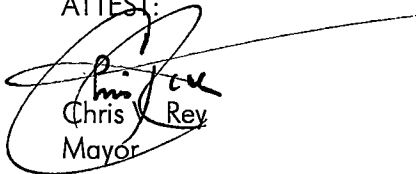
**Action:** There being no further business to come before the Board, the meeting was adjourned at 8:07 p.m.

**Motion:** Alderman O'Garra

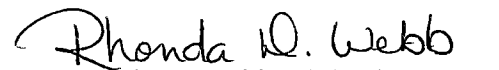
**Second by:** Alderman Christian

**Vote:** Unanimous

The Town Clerk created these minutes from the audio recording of the meeting.

ATTEST:  
  
Chris Rey  
Mayor



  
Rhonda D. Webb, MMC, NCCMC  
Town Clerk