

City of High Shoals
Regular Council Meeting
February 13, 2024

- Call to Order: Mayor PJ Rathbone called to order the February 13, 2024, meeting at 6:30 p.m. In attendance are the following council members: Tim Eidson, Bobby Vassey, Bo Rhyne, Denese Cook, Dennis Cash and Mayor PJ Rathbone. Kathy Rhyne was not in attendance.
- Invocation
- Pledge of Allegiance
- Approval of Agenda
 - Motion made to approve the agenda by Denese Cook, seconded by Bobby Vassey. All in favor.
- Approval of Minutes
 - Motion made to approve the minutes from the January 9th meeting made by Mr. Cash, seconded by Mrs. Cook. All in favor.

Citizens' comments/concerns: The City of High Shoals Council offers citizens the opportunity for Public Expression issues per NCGS 160A-81.1 (limited to 3-5 minutes per speaker).

Good of the Order: This is a time set aside for members to offer comments or observations (without formal motion) about the organization and its work. The good of the order is also the time to offer resolution to bring disciplinary charges against a member for the offenses committed outside a meeting.

- Judy Taylor is still having issues with drainage and washing away.

➤ Departmental Reports:

➤ Police Report-Gaston County

- Drug violations on School St. and Frye St.
- Three overdoses in January
- One missing person
- Donald Schism-Arrest

➤ Financial-Dennis Cash

• CHECKING:	\$462,987.76
• SAVINGS 1	\$160,477.65
• SAVINGS 2	\$ 11,103.36
• CAP MGMT	<u>\$ 46,928.36</u>
• TOTAL:	\$681,497.13

➤ Cemetery-Denese Cook

- The cemetery has been extremely busy.

➤ Water/Sewer-Bo Rhyne

- Water leaks are fixed except the bridge is still dripping.
- Crushed recycled concrete to put on the roads or stations, such as Hardin Road lift station.
- Water loss has gone from 33% down to 11%. Enormous improvement.

➤ Streets/Maintenance/Sanitation-Kathy Rhyne

- Kathy didn't have anything to pass on. Ms. Rhyne is under the weather.
- There are a few spots where we cut the pavement, and the guys scraped the gravel back in.

➤ Parks/Recreation-Bobby Vassey

- Yard of the Month: 310 Old Hardin Road ~ Chase Heafner

➤ Vehicles- Tim Eidson

- A few phone calls were made to obtain vehicles. Dominion won't sell any trucks.

➤ Administration/Mayor Report-PJ Rathbone

- PJ stated that in April we will begin budget workshops. There is a procurement workshop in Raleigh. If you have anything in your mind that you want to do in your department, please attribute it during the budget workshops. More than likely, it may be better to purchase.
- The bench, receptacle, trash can, leash holder and bike holder.
- If you purchased a Boston butt, he has met his goal for the financial piece for the flagpole. He will also have enough money to purchase a memorial bench and will be for the Eagle Scouts.
- Mill Property—The information is from the Mill Property from 2017 and 2018. They want to take additional sediment in the tributary. We are scheduling an appointment for further information with the DEQ. The transformer area is an arsenic hotspot. PCV oils are extremely bad and must be shipped to Alabama. Denese asked what PAH contamination. Benzopyrene is a chemical product of combustion.
- Our new employee started yesterday.
- There is a Gaston County Rehabilitation Grant that can help out our residents as well. This is another resource that our residents can utilize.
- True Home had surveyors out today. Should be breaking ground next week.

➤ **Old Business:**

- Discussion/Action: Calendar
 - Easter March 30th 12 p.m.- 2 p.m.
 - The Church will be working with Bobby.
- Discussion/Action: Take-home vehicle policy.
 - Motion to adopt the take-home vehicle policy made by Denese Cook, seconded by Mr. Rhyne. Mr. Vassey, Mr. Rhyne, Mrs. Cook, Mr. Cash voted ayes. Mr. Eidson voted against.

➤ **New Business:**

- Discussion/Action: GS 143-318.11 Closed Session The personnel exception – (a)(6) *Must propose motion to go into closed session by citing (A)(6).
 - Does not apply to general policy issues. Discussion must be about one or more individual employees.
 - Does not apply to independent contractors, except possibly the unit's contracted attorney.
 - Does not apply to discussions about members of the public body itself, including applicants for appointment to the public body.
 - Does not apply to discussions about members of any other public bodies, including applicants for appointment to those public bodies.
 - Final action to appoint or discharge an employee must be made in open session.
 - If the discussion involves confidential information or records (which it often does), attendance is limited to those who have legal access the confidential information. Otherwise, there is no legal limitation on who may attend.

Motion to table made by Mr. Cash, seconded by Mr. Vassey. All in favor.

- Discussion/Action: Contractor's Agreement
 - PJ explained that this is for any contractor who is on the council or anyone to provide services in the city. This will allow us to utilize Tim's Trenching within the laws of North Carolina.

- Tim Eidson recused himself from voting.
- Denese Cook made a motion to accept the agreement for Tim's Trenching & Boring, seconded by Bo Rhyne. All in favor.

101 Thompkins Street
Post Office Box 6
High Shoals, North Carolina 28077



Phone (704) 735-1651
Fax (704) 735-5595

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made this 13th day of February 2024 by and between the City of High Shoals and Tim's Trenching (hereinafter referred to as "Contractor").

WITNESSETH:

Whereas the City of High Shoals desires to engage Contractor to perform specific services as described herein; and

Whereas Contractor agrees to provide such services to the City of High Shoals on the following terms and conditions.

Now, therefore, the City of High Shoals and Contractor (hereinafter collectively referred to as the "Parties") mutually agree as follows:

1. **SERVICES:** Contractor agrees to undertake the service of providing Water repairs/water & sewer taps as more fully described in each invoice provided to the City.
2. **COMPENSATION:** All invoices from Contractor shall be subject to review and approval by the City of High Shoals, as required by law. Invoices shall ordinarily be due and payable within 10 days of submission and approval of the invoice. The City of High Shoals shall pay to the Contractor fees and expenses and incorporated herein by reference.
3. **INDEPENDENT CONTRACTOR:** The Parties hereby acknowledge and agree that it is the intention and understanding of the Parties that Contractor shall not be considered an employee of the City of High Shoals, and Contractor expressly desires that his activities and ability to perform work for and on behalf of persons and entities other than the City of High Shoals shall not be impaired or restricted by classifying Contractor as an employee of the City of High Shoals. Rather, Contractor shall be considered an independent contractor and, as such, shall be free to engage in other such similar contracts for the provision of services for and on behalf of other persons and entities as Contractor may choose at Contractor's option.
4. **TERMINATION:** Either Party may terminate this Agreement for any reason, or for no reason, provided that the Party wishing to terminate the Agreement gives no less than 30 days written notice, as provided below in Paragraph Eight (8) of this Agreement.
5. **INDEMNIFICATION:** To the extent allowed by North Carolina law, each Party hereby agrees to indemnify, defend, and save the other Party, or the other Party's representatives, its principals, agents, officers, partners, and employees harmless from all actions, causes of action, expenses, liabilities, and claims for all loss, damage, or injury incurred by reason of: any damage to any property or any injury to any person; the conduct or management of any work or thing whatsoever done by or from transactions concerning the subject matter of this Agreement; and/or failure to comply with any and all governmental laws, ordinances, and regulations applicable to the subject matter of this Agreement, to the extent that compliance is required under this Agreement; provided,

however, such duty of indemnity shall not apply, and therefore shall be waived, to the extent that any actions, causes of action, expenses, liabilities, and claims for any loss, damage, or injury is caused by or arises from the gross negligence or willful misconduct of the other Party or its agents and assigns. The provisions of this Section shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

6. **INSURANCE:** Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following coverages and limits. The requirements contained herein, as well as the City of High Shoals's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

Commercial General Liability – Combined single limit of no less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Worker's Compensation and Employers Liability – Contractor agrees to maintain Workers' Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employee's liability of no less than \$1,000,000 each accident.

Certificate of Insurance – Contractor agrees to provide the City of High Shoals a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of High Shoals within five (5) business days with a copy of the non-renewal or cancellation notice, or specifics as to which coverage is no longer in compliance.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest "Each Occurrence" limit for required policies. Contractor agrees to endorse the City of High Shoals as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of High Shoals.

7. **ASSIGNMENT:** This Agreement is not assignable by either Party without the prior written consent of the other Party.

8. **WAIVER:** The failure or forbearance on the part of either Party to enforce any of its rights, remedies, or provisions in connection with this Agreement shall not be deemed a waiver of such right, remedy, or provision, nor a consent to any continuation thereof, nor a waiver of the same at any subsequent date.

9. **NOTICES:** Any notices or communications required to be given to or served upon the Parties hereafter may be so given or served by mailing the same, properly addressed and stamped, to such Party or Parties or their designees by United States registered or certified mail. Either Party shall have the right to change from time to time its mailing address set forth in this Paragraph by notice given in conformity with the same. Until new addresses shall be given, the names and addresses of the Parties for the purpose of such notices or communications, and for any other purpose shall be:

City of High Shoals: PO Box 6 – High Shoals, NC 28077 Attn: City Clerk
Telephone: 704-735-1651

101 Thompkins Street
Post Office Box 6
High Shoals, North Carolina 28077



Phone (704) 735-1651
Fax (704) 735-5595

CONTRACTOR: Tim's Trenching
Telephone: 980-241-1492

10. NO JOINT VENTURE: This Agreement shall in no way be considered to create a partnership or joint venture between the Parties to the same.

11. FORCE MAJEURE: The performance of this Agreement by either Party is subject to acts reasonably beyond the control of the Parties, such as war, government regulation, natural disaster, strikes, civil disorder, curtailment of transportation facilities, communicable diseases, or other emergencies making it illegal, impossible, or impractical to provide the facilities, to hold the function, or for a substantial number of the attendees to attend the NCAMC meeting. Where there is an event of force majeure, the Party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other Party, giving full particulars of the event of force majeure and the reasons the event of force majeure prevented or delayed that Party in performing its obligations under this Agreement. The Parties shall use reasonable efforts to mitigate the effect of any event of force majeure upon its or their ability to fulfil any obligations under this Agreement. Upon resolution of the event of force majeure, the Party affected must as soon as reasonably practical re-commence the performance of its obligations under this Agreement.

12. ENTIRE AGREEMENT: This Agreement is not subject to modification except in writing and contains the entire Agreement of the Parties with respect to the matters herein covered. No other agreement, statement, or promise made by any Party to any employee, officer, or agent of any Party which is not contained in this Agreement shall be binding or valid.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of the Parties hereto, their legal representatives, and respective successors and assigns.

14. VENUE: This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive venue for any dispute arising under this Agreement shall be Duplin County Superior Court.

15. PUBLIC RECORDS LAW: Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the City of High Shoals by the Contractor may be subject to the public records laws of the State of North Carolina, and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law. The Contractor understands and agrees that the City of High Shoals may take any and all actions necessary to comply with Federal, State, and local laws and/or judicial orders, and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

16. E-VERIFY: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with §4-25 et seq. of the North Carolina General Statutes. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part

of this contract shall be in compliance with the requirements of E-Verify and §64-25 et seq. of the North Carolina General Statutes.

17. IRAN DIVESTMENT ACT CERTIFICATION: Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State pursuant to §147-86.55 et seq. of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and §147-86.59 et seq. of the North Carolina General Statutes. The contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

18. EXCEPTION: For cities under 20,000 in population, the exception allows the city to continue to use Contractor if:

1. The city has a population of under 20,000
2. The goods or services at issue amount are less than \$60,000 per year
3. The total annual amount of the specifically noted services in the audited annual financial statements.
4. The board posts in a conspicuous place the details of the contract, briefly describing the subject matter and showing its total amounts; this list covering the preceding 12 months and must be brought up-to-date quarterly.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year as hereinafter set forth by their duly authorized representatives.

City of High Shoals:

Tim's Trenching & Boring

By:

By:

Printed Name: P.J. Rathbone

Printed Name: Tim Edison

Signature: [Signature]

Signature: [Signature]

Date: 2/13/2024

Date: 2-13-2024

This instrument has been pre-audited in compliance with North Carolina law.

William D. Clark
Finance Officer

APPROVED

FEB 13 2024

- Discussion/Action: Financial Policies: Purchasing Policy, Vehicle Replacement Policy (CIP), Debt Management Policy, Fund Balance Policy, and Vehicle Usage Policy
 - Mr. Cash made a motion to accept all polices, seconded by Mrs. Cook. All in favor.
 - Motion passed.

City of High Shoals
Capital Improvement Plan (CIP)
Vehicle Replacement Policy

VEHICLE DESCRIPTION	AGE/MILES
Car	8 years / 100,000
Pickup, Sport Utility Vehicle	6 years / 100,000
Van (passenger & cargo)	8 years / 100,000
Medium & Heavy Dump Trucks, Utility Trucks, Bucket Truck, Flatbed Truck	10 years / 120,000
Rear Loading Refuse Truck	10 years / 100,000
Construction Equipment:	10 years
Non landfill – Track loader, backhoe, curbing machine, genie boom	
Grounds & Small Engine Equipment: Tractor, Mowers, Sprayer, Leaf Loader	10 years

APPROVED
FEB 13 2024

Equipment is evaluated by five criteria: age, mileage, general overall condition, maintenance cost, and operating costs. Each vehicle is scored as follows to determine which units are ***eligible for replacement consideration***.

- | | |
|------------------------------|---|
| 1. Year of Vehicle | One (1) point is assigned for each year of chronological age, based on "in-service date" of the vehicle. |
| 2. Mileage | One (1) point is assigned for each 10,000 miles of operation. Equipment with hour meters will be assigned points based on standard usage for specific equipment types. |
| 3. General Overall Condition | This category takes into consideration the condition of the body, rust, interior condition, vehicular accident status, anticipated repairs, etc. A scale from one (1) to five (5) is used, with five (5) being in extremely poor condition. Any ranking above three (3) will require a repair estimate. |
| 4. Maintenance Cost | Points are assigned on a scale of one (1) to five (5) based on the total cost factor. The maintenance cost figure includes all repair & maintenance costs minus any costs associated with any accident repairs. A five (5) would be equal to 100% or more than the original purchase price, while a one (1) would be equal to 20% of the original purchase price. |
| 5. Operating Costs | Points are assigned using a scale of zero (0) OR three (3) based on the operating cost per mile of the vehicle. Operating costs include gas, preventative maintenance, annual inspections, and accessories (i.e. snow chain, washer fluid, decals, numbering, radios, cell phones, etc.) |

POINT RANGES FOR REPLACEMENT CONSIDERATION

SCORE:
 Less than 8 points
 8 – 12 points
 13 – 17 points
 Above 18 points

CONDITION:
 I. Excellent
 II. Good
 III. Qualifies for replacement
 IV. Needs immediate replacement

CITY OF HIGH SHOALS VEHICLE USE POLICY

A. SUBJECT:

City Vehicle Assignment and Use of City Vehicles and Personal Vehicles for Business Purposes

B. PURPOSE:

This policy establishes procedures regarding the assignment of City vehicles, use of City vehicles, and business use of private vehicles. This applies to all City employees unless otherwise noted within the policy. This policy is also prepared according to the Federal Tax Act of 1985 and North Carolina G.S. 14-247, which establish procedures regarding reporting of income and withholding of taxes.

C. DEFINITIONS:

Assigned Vehicle: A City-owned automobile or truck designated for the use of an individual employee in the normal performance of his/her duties but not authorized for take-home use.

Mileage Reimbursement: A per mile rate to compensate employees for the incidental, nonroutine, or extraordinary use of a privately owned vehicle for official business, based on actual logged miles.

Take-Home Vehicle: A City-owned automobile or truck designated for the use of an individual employee in the normal performance of his/her duties including the commute from home to work.

Vehicle Expense Allowance: A monthly cash payment to compensate selected employees, as determined by the City Council, who are required to regularly use a personal privately-owned vehicle in the regular performance of their job duties and in conducting City business.

D. VEHICLE USES:

1. Only City employees conducting City business and authorized by council may drive or operate City vehicles or equipment.
2. City-owned vehicles are to be used for official business only with reasonable consideration for use for meals, while in the course of performing business on behalf of

the City. For individuals assigned vehicles for overnight use, stopping between work and home to perform some minor personal business may be acceptable but any such use should be the exception rather than the rule, and only if the stop is directly in route from work to the employee's residence.

3. City-owned vehicles are not assigned for, nor shall they be used for the convenience of the employee with regard to transportation needs or other nonbusiness activities except as determined by the City Clerk with concurrence of the City Council.

4. Alcoholic beverages or any illegal drugs are not permitted in city vehicles at any time

E. PROCEDURES:

I. Take-Home Vehicles

a. For an employee to be authorized for the take-home use of a City-owned vehicle, the employee must possess a valid North Carolina's driver's license, maintain a safe driving history, and meet one of the following tests:

Test 1: The employee is:

- (1) Subject to frequent after-hours emergency callback or other unscheduled work, and
- (2) Such unscheduled work involves the first response to a real or present threat to life or property requiring an immediate response, and
- (3) A specialized vehicle, tools, or equipment are required for the performance of emergency duties.

Test 2: The employee is:

- (1) Subject to frequent after-hours callback, and
- (2) An unacceptable delay in the response would result from the employee's return to the normal duty station to retrieve the needed equipment.

b. Assignments are not permanent. When priorities or circumstances have changed, vehicles should be reassigned. All take home vehicle assignments must be reviewed and evaluated by the Council and City Clerk annually beginning July 1st. The following conditions should be considered:

- i. Requirements of the job.
- ii. Productivity.
- iii. Availability of City vehicles.
- iv. Cost to the City.

c. No personal use of take-home vehicles is permitted. For the purposes of this policy, the daily commute to and from the employee's work location and normal meal periods within on-duty hours are considered official use.

d. No passengers may be transported in take-home vehicles except as required for official duties or as approved by the Department Head and/or City Clerk.

e. Except as approved by the City Clerk, take-home vehicles may not be used for commuting travel outside the city limits.

f. Employees permitted to take a vehicle home (commute) from their workstation may do so for job-related reasons and not as a compensatory measure.

g. Vehicles so assigned are not intended to be perceived as personal property or interpreted as a salary supplement or fringe benefit. The commuting costs of the use of a City vehicle may be a taxable fringe benefit cost to an employee. Any vehicle not specifically designated as exempt under the 1985 Tax Act (Attachment I), may result in a taxable fringe benefit to the employee.

h. The City Clerk or designee is responsible to compute the commuting cost of any non-exempt vehicle taken home by an employee and reporting this taxable benefit on the employees form W-2 at the end of each calendar year. The City will only deduct FICA taxes on the cost of this benefit. No Federal or State Income taxes will be deducted by the City, the payment of these taxes will be the responsibility of the employee, when his or her personal income tax return is filed. The gross cost of this benefit is not subject to state retirement deductions.

II. Mileage Reimbursement; The Department Head and/or City Clerk may authorize mileage reimbursement for an employee who must utilize his/her personal vehicle to conduct City business and who receives no other form of allowance, except as otherwise provided within this policy. a. Commuting mileage to respond to an after-hours call-back or unscheduled return to work is considered as official City business.

b. Claims for mileage reimbursement shall be made in accordance with current Travel Expense Reimbursement procedures.

c. The standard rate of mileage reimbursement shall be in accordance with the City's mileage reimbursement rate.

III. Vehicle Expense Allowance For an employee to be authorized to receive a Vehicle Expense Allowance, one of the following tests must be met:

Test 1: The employee (1) Is on 24-hour call, and (2) Is frequently required to work outside of normal business hours or respond to afterhours emergencies, and (3) Does not require a specialized vehicle, tools or equipment, and (4) Is not assigned a take-home vehicle.

Test 2: The employee (1) Requires regular, frequent and extensive vehicle usage to perform regular job duties during normal business hours, and (2) Is not regularly assigned use of a City-owned vehicle.

a. The dollar amount of the Vehicle Expense Allowance shall be established and reviewed annually through the budget process. Allowance amounts are to be determined based on the nature and extent of vehicle utilization required for official business.

b. The City Council shall review and approve all Vehicle Expense Allowances. The City Clerk is responsible for acting upon any change in duty assignment that would alter an employee's eligibility to receive or to discontinue receiving the Vehicle Expense Allowance.

c. All costs of personal vehicle ownership, operation, and maintenance will be the responsibility of the employee.

d. Employees authorized to receive the Vehicle Expense Allowances must possess a valid North Carolina driver's license, a current state inspection, a current vehicle registration, must have insurance of a type and level required by State law, and must maintain a safe driving history.

e. The vehicle shall be appropriate for City business, consistent with the duties and responsibilities of the employee.

f. Except for infrequent incidences necessitated for personal vehicle maintenance or nontypical use of personal vehicle for business purposes, employees receiving the Vehicle Expense Allowance shall not normally be permitted use of City-owned vehicles for business travel within the City limits and contiguous counties.

g. For travel extending beyond a 30-mile (one way) radius from City offices, the employee may (at his/her option) either (1) request per mile reimbursement for the entire trip at the City's established mileage reimbursement rate or (2) request use of a City-owned vehicle, if available.

F. DRIVER RESPONSIBILITIES / REQUIREMENTS:

a. Each driver of any City owned vehicle must have a valid North Carolina drivers/operator's license. Should an employee who drives a City owned vehicle be involved in an incident, on or off the job, where their license is suspended or revoked, the employee is obligated to inform their immediate supervisor and the City Clerk within 24 hours of the incident. Failure to inform the City of a suspended or revoked license may result in immediate dismissal.

b. City employees, who drive vehicles weighing more than 26,000 pounds or a vehicle carrying sixteen (16) or more passengers, must have a valid Commercial Class B license with a passenger endorsement. City employees who drive vehicles with a trailer must have a valid Commercial Class A license if required by law.

c. Employees authorized to drive or assigned a City owned vehicle are subject to an annual review of their motor vehicle driving record with the State of North Carolina. Those employees found to be of a high risk or who have failed to report violations and/or accidents to the City will have their vehicle privileges revoked, thus; resulting in dismissal for employees in positions where vehicular transportation is deemed an essential job function.

d. Employees are responsible for any vehicle or equipment assigned to them such as reporting unsafe operations or working conditions via a "Vehicle Repair Request" form available in each department or from City Offices (see sample form attached).

e. Employees shall allow sufficient time to reach destinations without violating speed limits or traffic laws. Employees must know and abide by all driving laws in all areas where they operate City vehicles and shall drive defensively at all times.

f. It is mandatory that all occupants of a City vehicle use seat belts at all times, without exception. The driver of the vehicle is responsible for enforcing belt usage by all occupants and shall report any failure to comply with the employee's supervisor.

g. The City will not pay traffic tickets or parking fines of employees driving City owned vehicles, nor will the City pay if the employee is authorized to use their personal vehicle on City business. Employees found guilty of moving violations may be subject to disciplinary action.

h. An employee receiving a moving violation while driving a City vehicle has an obligation to immediately inform their Department Director.

G. MAINTENANCE OF VEHICLES:

Employees who are granted the privilege of utilizing a City-owned vehicle for the purpose of commuting to and from work shall not be permitted to use the vehicle for any other purpose. An employee who violates the provisions of this section shall forfeit the use of the City-owned vehicle for commute purposes and may be subject to the disciplinary procedures set for in this Policy. Employees who are placed on suspension for disciplinary reasons shall be required to leave the City-owned vehicle on City property for the duration of the suspension.

The following must occur to avoid suspension:

a. Employees with assigned City-owned vehicles are responsible for regular inspections of their vehicles. Scheduling of routine maintenance and repairs is the responsibility of the employee to whom the vehicle is assigned.

b. Individual departments are responsible for monthly inspections of unassigned vehicles and scheduling of routine maintenance and repairs.

c. An authorized dealer must perform warranted repairs.

d. No alterations may be made to City-owned vehicles without prior written approval by the City Clerk.

e. No bumper stickers, other than City approved stickers, may be placed on the vehicles.

f. Each department is responsible for maintaining accurate and complete maintenance history files for each assigned vehicle. It is the responsibility of the employee with assigned vehicles and the department for unassigned vehicles to provide the Finance Department with receipts for maintenance.

g. Employees must keep a mileage log in the vehicle.

h. The vehicle must have maintained cleanliness. There should be no smudges on windows, the vehicle must be washed, no mud caked up, etc. All vehicles are subject to passing monthly inspections by any council member for cleanliness & mileage.

i. Tools shall not be removed from the vehicle unless they are for the usage of City work.

j. As always, any City vehicle should have a checklist completed weekly for visual inspection. (I.e. lights working; blinkers working, oil levels checked, tires checked, etc.)

I. ACCIDENT PROCEDURES: Regardless of the situation, the following procedure MUST be followed in the event of an accident while in a City owned vehicle:

1. Immediate notification of the proper law enforcement agency for accident investigation and report. Employee should take pictures of the accident site to document the type and extent of damage to all vehicles involved, as may be possible and prudent.

2. Immediate notification of the employee's supervisor or department head.

3. Prepare a City Vehicle Accident report (see sample form attached). This report along with one copy of the law enforcement report should be submitted to the City Clerk.

4. If necessary, an injury report must be completed and submitted to the City Clerk as soon as possible in order to file a workers' compensation claim within 24 hours of the accident.

5. Securing accident repair estimates and approval of actual repair work is the responsibility of the employee's department with assistance from the City Clerk.

6. Post Accident Substance Abuse Testing In accordance with the City's Substance Abuse Policy, an employee who is involved in an accident or incident, in which there is, or reasonably could have been personal injury or property damage will be considered for testing. Not every incident or injury may result in a test. Reasonable determination that action or inaction of the employee contributed to the incident or accident shall be made prior to a request for testing. City of Jonesville Vehicle Accident Report Complete only those sections that apply to you. The report should be completed and turned in on the same day as the accident.

EMPLOYEE: Complete and turn it in to supervisor immediately.

1. Name: _____ Department: _____

2. Date & Time of Accident: _____

3. Vehicle #: _____

4. Location of Accident (Street, City): _____

5. Number of Persons Injured and Extent of Injury: _____

6. Description of accident (State in detail what occurred just before, and at the time of the accident):

7. Describe any unsafe conditions (faulty brakes, lights, etc.) that contributed to the accident:

Print Name: _____

I certify that to the best of my knowledge the information stated above is truthful.

Employee Signature _____ Date _____

SUPERVISOR: Complete and turn in to City Clerk. Attach a copy of Police Report and/or EMS Report if called. Current Status of Injured: _____

Extent of damage to vehicle(s) or property: _____

Action taken to prevent future accidents: _____

Disciplinary Action (if any): _____

City Clerk _____ Date _____

Adopted: 2/13/2024

Signed: [Signature]

PJ Rathbone, Mayor

Witnessed: Brandi Strange

Brandi Strange, City Clerk

APPROVED
FEB 13 2024

- Discussion/Action: Carolina Lift Station – Pump
 - In December we had a pump failure at the Hardin Road lift station. We had a new pump put in. In January we had to pull a pump and put our spare in. At the moment, the only spare we had needed refurbishing. PJ spoke with the office lady and the service technician. They recorded the serial number of each pump. It was indeed two different serial numbers. However, the one that has come out of the station needs refurbishment. Due to the continuous issues with the pumps, there are no funds available. If we do this, there will be an amendment to the budget, or we can roll the dice and see if they will last until July 1.
 - Motion made to approve having the spare repaired made by Mr. Cash, seconded by Bo Rhyne. All approved.
- Motion to Adjourn
 - Motion to adjourn made by Denese Cook, seconded by Bo Rhyne. All in favor.