



Shallotte Board of Aldermen Work Session Agenda

October 21, 2025 at 5:15 PM

Meeting Chambers – 110 Cheers Street

- I. CALL TO ORDER**
- II. CONFLICT OF INTEREST**
 - [1.](#) Statement
- III. AGENDA AMENDMENTS & APPROVAL OF AGENDA**
- IV. PERSONNEL POLICY**
 - [1.](#) Section 26: Adverse Weather
- V. JP RUSS**
 - [1.](#) Change Orders
- VI. DISCUSSION**
- VII. ADJOURN**

Taking into consideration the general statute below and the items described on this month's agenda, does any member of the Board of Aldermen or staff have any potential conflicts of interest that should be addressed by the Board at this time? If so, please make those concerns known now.

§ 160D-109. Conflicts of interest.

(a) Governing Board. – A governing board member shall not vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A governing board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(b) Appointed Boards. – Members of appointed boards shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(c) Administrative Staff. – No staff member shall make a final decision on an administrative decision required by this Chapter if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with his or her duties or with the interest of the local government, as determined by the local government.

(d) Quasi-Judicial Decisions. – A member of any board exercising quasi-judicial functions pursuant to this Chapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

(e) Resolution of Objection. – If an objection is raised to a board member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.

(f) Familial Relationship. – For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)



Town of Shallotte

ACTION AGENDA ITEM

2025

TO: Board of Alderman

ACTION ITEM #:

FROM: Ashley White, Human Resources Manager
EXT. # 1012

MEETING DATE:

11/05/2025

DATE SUBMITTED:

10/15/2025

ISSUE/ACTION REQUESTED:

PUBLIC HEARING:

☐

YES

☒

NO

BACKGROUND/PURPOSE OF REQUEST:

Approve Personnel Policy:

- Article VII Holidays & Leave of Absence
 - Section 26: Adverse Weather – See attached

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:

☐ YES

☒ NO

CAPITAL PROJECT ORDINANCE REQUIRED:

☐ YES

☒ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES

☒ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES

☒ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:

☐ YES

☒ NO

☐ N/A

ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER'S RECOMMENDATION: Approve MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

- 1.
- 2.
- 3.

ACTION OF THE BOARD OF ALDERMEN

APPROVED:

☐

ATTEST:

CLERK TO THE BOARD

DENIED:

☐

**DEFERRED
UNTIL:**

SIGNATURE

OTHER:

Section 26. Adverse Weather Conditions

In the event of adverse weather conditions, Town offices and departments shall remain open for the full scheduled workday unless authorization for early closing or other deviation from regular business hours is received from the Town Manager. All departments and offices shall receive advance notice of any authorized early closing or delayed opening.

The Town of Shallotte has a responsibility to provide essential services even during periods of adverse weather or other emergency conditions. Adequate staff are required to operate these critical services seven days per week and 24 hours per day in all weather. Department heads shall designate which employees are essential employees required to report to work regardless of weather or other emergency conditions. The list of essential employees by position shall be provided to the Town Manager and Human Resources Manager

Compensation

Non-essential employees will be paid for those hours worked prior to and after the event that caused the Town Manager to close, delay, or cancel Town offices and/or services. If Town offices and/or services remain closed for a standard business workday or more, the Town Manager will have the authority to grant leave with pay for adverse weather conditions not to exceed 24 hours per fiscal year.

Those employees designated by their Department Head as being essential employees and who must work to maintain the safety and well-being of the Town during adverse weather conditions will be compensated based on the following:

- Non-exempt employees will receive their base rate of pay for all hours worked in accordance with all applicable town policies and Fair Labor Standards Act (FLSA) related to compensation. In addition, eight (8) hours of adverse weather pay per day, not to exceed twenty-four (24) hours ~~annually~~ per fiscal year will be paid. These hours will not be included when calculating overtime pay.
- Exempt employees will receive their base rate of pay for all hours worked not to exceed forty (40) hours. Exempt employees who have worked in excess of forty (40) hours will receive eight (8) hours of adverse weather pay per day, not to exceed twenty-four (24) hours per fiscal year. In addition, if the State of Emergency declaration is proclaimed for the Town, all exempt employees will be compensated for any time worked in excess of forty (40) hours in a standard seven-day workweek at one and one-half (1 ½) times the regular hourly rate.

Employees who leave work before an official early closing time, as well as employees who report for work late or do not report for work because of adverse weather conditions may use earned vacation or compensatory leave for days or hours not worked. Sick leave may not be used to cover absences due to adverse weather. If an employee is sick, sick leave may be used. If the employee does not have any compensatory or vacation leave accrued, the employee will be placed in a Leave Without Pay status. Employees on approved vacation leave, sick leave, or leave without pay when an official closing is declared will be charged for vacation, sick, or leave without pay as arranged.

CITY/COUNTY	NON ESSENTIAL	ESSENTIAL	Paid	Unpaid	Depends
ASHEVILLE	TM CAN APPROVE IT TO BE PAID / OTHERWISE PERSONAL TIME IS USED	OVERTIME			
BEAUFORT	ADMIN LEAVE PROVIDED BY TM	OVERTIME			
BELVILLE	ADMIN LEAVE PROVIDED BY TM	OVERTIME			
BOONE	ADMIN LEAVE PROVIDED BY TM	OVERTIME			
BRUNSWICK COUNTY	ADMIN LEAVE PROVIDED BY TM	\$37.50 per hour for hours worked			
CAROLINA BEACH	ADMIN LEAVE PROVIDED BY TM	OVERTIME	18	7	4
	EARLY CLOSURE OR LATE OPENING - NOT PAID.	overtime for all hours worked over 40 in the 7 day			
	IF FULL DAY CLOSURE - PAID THROUGH ADMIN	work week, and also receive ETO on an hour for			
CHAPEL HILL	LEAVE ON CITY	hour basis for all hours worked onsite in Town			
CURRITUCK COUNTY	ADMIN LEAVE PROVIDED BY TM	during a Condition 2 event.			
	MUST USE COMP OR VACATION TIME (IN	OVERTIME			
	EXCEPTIONAL CIRCUMSTANCES THE TOWN WILL				
DAVIDSON	COMPENSATE EMPLOYEES FOR TIME)	OVERTIME			
GRANITE FALLS	ADMIN LEAVE PROVIDED BY TM	OVERTIME ASSUMED - DOES NOT STATE			
HORRY COUNTY	ADMIN LEAVE PROVIDED BY TM	OT + 8 HRS PER DAY OF CLOSING			
KITTY HAWK	ADMIN LEAVE PROVIDED BY TM	OVERTIME			
LELAND	ADMIN LEAVE PROVIDED BY TM OR UNPAID	OVERTIME			
LENIOR	EMPLOYEE MUST USE OWN TIME	OVERTIME			
LINCOLN COUNTY	ADMIN LEAVE PROVIDED BY TM	OVERTIME			
MATTHEWS	EMPLOYEE MUST USE OWN TIME	OVERTIME OR COMP TIME			
MOREHEAD CITY	ADMIN LEAVE PROVIDED BY TM	OT + 8 HRS PER DAY OF CLOSING			
NEW HANOVER COUNTY	ADMIN LEAVE PROVIDED	OT + COMP TIME			
NORTH MYRTLE BEACH					
OAK ISLAND	ADMIN LEAVE PROVIDED	OVERTIME			
OIB	ADMIN LEAVE PROVIDED	HAZARD PAY @ RATE DETERMINED BY TM			
SOUTHPORT	ADMIN LEAVE PROVIDED	OVERTIME			
STATE OF NC	EMPLOYEE MUST USE OWN TIME	OVERTIME			
SUNSET BEACH	ADMIN LEAVE PROVIDED	OVERTIME			
	ADMIN LEAVE PROVIDED BY TM OR UNPAID				
SURF CITY	(CONDITIONS APPLY)	OVERTIME			
		FOR DISASTER RELIEF - PAYING DOUBLE TIME -			
THOMASVILLE	EMPLOYEE MUST USE OWN TIME	USUALLY PAY OVERTIME OR COMP TIME			
		OVERTIME + ADDITIONAL EQUIVALENT TIME OFF			
UNIVERSITY OF NC	EMPLOYEE MUST USE OWN TIME	(ETO)			
WHITEVILLE					
WILMINGTON					
WILSON	ADMIN LEAVE PROVIDED BY TM OR UNPAID	OVERTIME			
WINSTON SALEM	EMPLOYEE MUST USE OWN TIME	OVERTIME			

*ETO EXPIRES AFTER 1 YR



Town of Shallotte
ACTION AGENDA ITEM
2025

TO: Board of Alderman

ACTION ITEM #:

FROM: Mimi Gaither, Town Manager
EXT. #

MEETING DATE: 10.21.25
DATE SUBMITTED: 10.16.25

ISSUE/ACTION REQUESTED: JP Russ, the contractor who is doing the Mulberry culvert and street repairs is asking for additional fees due to the delay in starting. In addition, the requirement for culvert size was enlarge to 42” vs 36” as the project was bid and there is a change order for the increased pipe size.

PUBLIC HEARING: ☐ YES ☒ NO

BACKGROUND/PURPOSE OF REQUEST: As you are aware, we have delayed JP Russ starting on the add on that they bid for Mulberry Park Culvert work. Since Cinderella hasn’t completed their work, they both couldn’t work at the same time, JP Russ has had to wait and they have incurred costs associated with the delay. See attached. The second part, is where NCDEQ required the culvert pipe to be upsized to 42” from the 36” as designed and bid. There are associated costs in the upsizing of materials and JP Russ is asking for the price difference from 36” to 42”

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:

☐ YES ☒ NO

CAPITAL PROJECT ORDINANCE REQUIRED:

☐ YES ☒ NO

PRE-AUDIT CERTIFICATION REQUIRED:

☐ YES ☒ NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS

☐ YES ☒ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY TOWN ATTORNEY:

☐ YES ☒ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION: N/A

TOWN MANAGER’S RECOMMENDATION: Approve as submitted - MOG

FINANCE RECOMMENDATION: N/A

ATTACHMENTS:

- 1. Email & CO 1A and 1B**

<u>ACTION OF THE BOARD OF ALDERMEN</u>		
APPROVED:	☐	ATTEST:
DENIED:	☐	CLERK TO THE BOARD
DEFERRED UNTIL:	_____	_____
OTHER:	SIGNATURE	



5621 Beach Dr SW
Ocean Isle, NC 28469
Phone (910) 754-6023 Fax (910) 754-5860

DATE September 18, 2024
CO # 1A
Job Name MULBERRY ST
IMPROVEMENTS

Submitted To:
McGill Associates
712 Village Rd SW, Ste 103
Shallotte, NC 28470

Proposal valid until: **October 15, 2025**
Prepared by: Aaron Black

Comments or special instructions:

Description	AMOUNT
Upsize culvert crossing pipe from 36" to 42":	
1. 42" HPP vs 36" HPP, 80 LF @ \$25 / LF	2,000.00
2. 4X6 PRECAST BOX VS. 3X5 PRECAST BOX, 2 @ \$1700	3,400.00
3. ADDITIONAL RETAINING WALL - 15 SF @ \$140	2,100.00
4. ENDWALL FOR DOUBLE 42" VS DOUBLE 36"	1,750.00
5. 6" #57 STONE BEDDING & BACKFILL TO SPRINGLINE IN LIEU OF STONE BASE - 40 TN @ \$60	2,400.00
6. EQUIPMENT (LARGER EXCAVATOR / RIGGING TO HANDLE ENDWALL) - \$500 / DAY X 5	2,500.00
7. PERMIT COST	1,500.00
8. BOND EXPENSE	313.00
TOTAL	\$ 15,963.00

Notes:

Payment to be made as follows:

Net upon receipt of invoice with a 1 1/2% monthly service charge on accounts
over thirty (30) days past due which is an 18% annual rate

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner
according to standard practices. Any alteration or deviation from above specifications involving
extra costs will be executed upon written orders and will become an extra charge over and above
the estimate. All agreements contingent upon strikes, accidents of delays beyond our control.

Owner to carry fire, tornado and other necessary insurance.

Our worker's are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance



5621 Beach Dr SW
 Ocean Isle, NC 28469
 Phone (910) 754-6023 Fax (910) 754-5860

DATE September 15, 2025
 CO # 1B
 Job Name MULBERRY ST
 IMPROVEMENTS

Submitted To:
 McGill Associates
 712 Village Rd SW, Ste 103
 Shallotte, NC 28470

Proposal valid until: **October 15, 2025**
 Prepared by: Aaron Black

Comments or special instructions:

Description	AMOUNT
Cost adjustments:	
1. 9.24.24 - spot utilities for surveyor (9 hrs x 5 man crew)	2,700.00
2. 11.22.24 - surveyor (retaining wall layout, horizontal / vertical location of water utilities)	1,300.00
2. Concrete cost increase	7,770.00
3. Stone base cost increase (1320 tn x \$3 / tn)	3,960.00
4. Asphalt increase (580 tn x \$5 / tn)	2,900.00
5. Fence increase (260 lf x \$3.50 / lf)	920.00
6. GC Markup (subs only) - 10%	1,685.00
7. Bond Expense (all items) - 2%	424.70
TOTAL	\$ 21,659.70

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