



WATAUGA AND CALDWELL COUNTIES

EMPLOYMENT AGREEMENT

This agreement made and entered into this the 6 day of Feb., 2024 by and between the Town of Blowing Rock, North Carolina, a municipal corporation (the Town), and Billy "Shane" Fox (hereinafter referred to as "Fox" or "the Manager").

WITNESSETH

WHEREAS, the Town has adopted the Council-Manager Form of Government; and

WHEREAS, the Town of Blowing Rock desires to employ Fox as the Town Manager of Blowing Rock; and

WHEREAS, it is the mutual desire of the Town to set forth the terms and conditions relating to the employment of Fox as the Town Manager.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and Fox agree as follows:

1. Employment. The Town hereby employs Fox as Town Manager pursuant to N.C.G.S. §160A-147, subject to the terms and conditions set forth herein, Fox does hereby accept employment as the Manager of the Town of Blowing Rock subject to the general supervision, advice, and direction of the Mayor and Commissioners of the Town of Blowing Rock in accordance with N.C.G.S. §160A-148.
2. Duties of Manager. The Manager shall be the Chief Administrative Officer of the Town of Blowing Rock and shall be responsible to the Mayor and Board of Commissioners for the performance of his duties. He shall have the following powers and duties as set forth in N.C.G.S. §160A-148 and Section 3-3 of the Blowing Rock Town Code:
 - (1) He shall appoint and suspend or remove all Town officers and employees not elected by the people, and whose appointment or removal is not otherwise provided for by law, except the Town attorney, in accordance with such general personnel rules, regulations, policies, or ordinances as the Board of Commissioners may adopt.
 - (2) He shall direct and supervise the administration of all departments, offices, and agencies of the Town, subject to the general direction and control of the Board of Commissioners, except as otherwise provided by law.

- (3) He shall attend all meetings of the Board of Commissioners and recommend any measures that he deems expedient. In addition, he shall attend all meetings of the Town's appointed boards and commissions when requested by the Mayor and Board of Commissioners.
 - (4) He shall see that all laws of the State, the Town Charter, and the ordinances, resolutions, and regulations of the Council are faithfully executed within the Town.
 - (5) He shall prepare and submit the annual budget and capital program to the Board of Commissioners.
 - (6) He shall annually submit to the Board of Commissioners and make available to the public a complete report on the finances and administrative activities of the Town as of the end of the fiscal year.
 - (7) He shall make any investigations and reports that the Board of Commissioners may require, or as the manager may deem necessary, concerning the operations of Town departments, offices, and agencies subject to his direction and control.
 - (8) He shall make routine and unscheduled visits to all departments, including the water and sewer operations, to determine their operating efficiency.
 - (9) In keeping with the administrative function of the position, a high level of civic involvement and interaction with the community, county, and state affairs is deemed appropriate, excluding any political involvement or campaigning that could compromise the professional non-partisan standards imposed on members of the International City County Management Association as portrayed in the ICMA Code of Ethics.
 - (10) He shall perform any such other duties and functions as the Board of Commissioners may prescribe.
3. Manager's Discharge of Duties. The Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the Town. The Manager shall not engage in any business activity for compensation and shall not engage in any teaching, consulting, or other non-Town related activities for compensation without the prior approval of the Board of Commissioners.
 4. Full-time, Exempt Employee. The Manager shall be considered a full-time employee with the obligation to devote a minimum of 40 hours weekly in carrying out the duties of the Manager, and the Manager shall be considered an exempt employee in an executive position under both the Federal and State Laws and Regulations regarding overtime compensation and wages.

The Manager will be devoting a great deal of time outside the normal office hours of the Town in the execution of his duties, and to that end the Manager will be allowed periodically to take time off during normal office hours, so long as the taking of such time

does not interfere with the performance of his duties and the operation of Town affairs. Records will be available to the Board of Commissioners for all time taken off.

5. Nature of Employment. The Manager shall serve at the pleasure of the Board of Commissioners, and nothing in this agreement shall prevent, limit, or otherwise interfere with the Town's right to terminate the services of the Manager at any time, with or without cause, but any such termination shall be subject to the provisions of this agreement.

Further, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from the position of Town Manager, upon sixty (60) days' written notice. In the event that the Manager submits a notice of resignation, the Town may accept it without waiting for its effective date. Salary and benefits will be pro-rated to the date of such acceptance.

In the event of termination or resignation, the Manager will cooperate with the Board of Commissioners to do all things reasonably necessary to provide for the smooth and uninterrupted transaction of Town business.

6. Term. Subject to the provisions of Item 5 (Nature of Employment) above, the term of Employment Agreement shall begin on or before May 1, 2024 and remain in continuous effect through April 30, 2027, unless otherwise terminated by one of the parties as provided therein.
7. Start Date, Compensation, Benefits and Performance Review. The first day of employment for the Manager will be: May 1, 2024. The Town agrees to pay to the Manager an annual base salary of \$195,000.00, subject to all deductions and withholding as required in accordance with the Town's normal payroll practices. The Manager shall receive regular performance reviews by the Board of Commissioners annually beginning June 1, 2025 and the base salary may be increased from time to time for cost-of-living adjustments and merit increases as determined by the Board of Commissioners. Compensation shall be payable in installments at the same time as other Town employees are paid, subject to the provisions of the Town's Personnel Policy.

The Manager shall earn vacation and sick time consistent with that of other Town employees which is accrued on a monthly basis and amounts earned shall be changed in accordance with the Town's Personnel Policies based upon length of service with the Town. As of Manager's start date, above, Manager shall accrue vacation on an annual basis at the rate provided to any other Town employee with an initial entry date from previous enrollment(s) in the Local Government Employee's Retirement System (LGERS) to be provided to the Town's Human Resources by Manager in accordance with the Town's personnel policy. For avoidance of any doubt, the initial entry date in LGERS shall constitute years of service under the Town's personnel policy. All unused vacation leave in excess of 30 days, or 240 hours, shall be converted to sick leave at the end of each calendar year, hour for hour. Subject to this Agreement, in the event that Manager's employment is voluntarily terminated and the Manager resigns in good standing, the Manager shall be compensated for all accrued vacation time as of the date of termination up to the maximum allowable, in accordance with the Town's personnel policy. Manager shall be granted all paid holidays provided to all other employee classes as specified in the Town's Personnel Policy. As of Manager's start date, above, Manager shall accrue sick leave in accordance with the Town's Personnel Policy. The Manager shall be allowed to transfer in sick leave accrued in

the Local Government Employee's Retirement System (LGERS). Manager shall secure documentation from his previous employer stating the amount of unused sick leave upon the date employment was terminated in order to receive credit for accrued sick leave.

The Manager has agreed to use Manager's personal cellular phone in furtherance of Town business, and in exchange, the Town shall pay Manager a monthly stipend of \$35.00 for said use, payable in accordance with the Town's regular payroll procedures. The Town and Manager may agree to increase this amount annually per the monthly bill, in the sole discretion of the Town, and will not require this contract be updated accordingly.

The Town shall pay all membership dues associated with Town related organizations and memberships the Manger participates in.

The Town agrees to purchase a Town-owned vehicle for the Manager to operate while conducting Town related business. The Town-owned vehicle, insurance, and expense of operating the vehicle shall be the responsibility of the Town.

The Town shall provide and furnish Manager with a laptop or suitable tablet computer to be used solely for Town business.

The Town agrees to pay medical, dental, and vision insurance premiums, either directly or through reimbursement, for Manager and Manager's dependent family.

The Manager shall be entitled to the other fringe benefits generally available for all other Town employees as provided in the Town's Personnel Policies.

8. Residency Requirement. The Town Manager shall be required to reside within the fire district coverage area of Blowing Rock. A reasonable amount of time will be allowed for relocation, however, this cannot exceed six months from the start date.
9. Professional Development. The Town shall pay the professional dues necessary for the Manager's continuation and full participation in the following organizations: the International City and County Management Association, the North Carolina City and County Management Association, the North Carolina League of Municipalities, and the North Carolina Local Government Budget Association. The Town shall pay for fees, travel, and subsistence expenses of the Manager for travel to conferences and meetings of those organizations for up to 10 days per annum.

The Town shall pay for the travel and subsistence expenses for the Manager for a reasonable number of short courses, institutes, or seminars reasonably necessary for the performance of his duties as Manager.

The Manager is expected to exercise his discretion in scheduling his absences from the Town for all such meetings, courses, and seminars.

10. Reimbursement of Expenses. The Town recognizes that certain expenses of a non-personal and job-affiliated nature will be incurred by the Manager, and the Town hereby agrees to reimburse or pay such expenses in accordance with existing Town policies and practice upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

11. Indemnification. The Town shall defend, save harmless, and indemnify the Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as Town Manager, unless the conduct that results in such claim, demand, or legal action arises outside the course or scope of the Manager's employment. If deemed appropriate by the Town, the Town will compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon. Should the Manager withhold his consent from such compromise or settlement, then and in that event, the sole responsibility of the Town shall be to provide, at no cost to the Manager, separate counsel for the Manager for his defense, and to reimburse or otherwise indemnify the Manager for any judgment rendered against the Manager to the extent and for the amount for which the Town could have compromised or settled such claim or suit.
12. Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.
13. Termination. Notwithstanding that under North Carolina law the Manager serves at the pleasure of the Board of Commissions, any termination will be subject to the following additional terms and provisions:
 - a. In the event Town discharges Manager for intoxication, illegal drug possession and/or illegal drug addiction, indictment or for conviction of any illegal act involving personal gain to him, any felony or any misdemeanor involving moral turpitude, then Town shall only be liable to pay the Manager his salary through the last date of employment and Manager will forfeit any accrued vacation leave.
 - b. In the event Town discharges Manager for incompetence, insubordination or any serious violation of any substantial rule or regulation that may be established from time to time for the operation of the Town's business as determined in the sole and binding discretion of the Town, or for failure of the Manager to perform any agreement, duty or obligation of the Manager under this Agreement as determined in the sole and binding discretion of the Town, which discharge shall be considered "for cause", Town shall only be liable to pay the Manager his salary through his last date of employment, plus accumulated vacation leave as of the termination date up to the maximum allowable under the Town's Personnel Policy.
 - c. In the event the Manager is unable to perform his duties or should be prevented from performing his duties and services contracted for herein because of extended illness or disability not arising out of the Manager's misconduct, to the extent allowed by Federal and State law, the Town may terminate the Manager but shall be obligated to pay to Manager his salary through his last date of employment, plus accumulated vacation leave as of the termination date up to the maximum allowable under the Town's Personnel Policy. The Town of Blowing Rock Board of Commissioners shall have sole discretion to determine what constitutes an extended illness or disability.
 - d. In the event Manager is terminated by Town other than pursuant to Paragraph 13(a), 13(b), or 13(c) above, or Manager resigns in lieu of termination, Town shall

be required to pay to Manager a severance equal to six (6) months of the Manager's then current base salary, payable in one lump sum on the next regular payroll date following termination. In addition, the Town shall pay the Manager all accrued vacation leave as of the termination date up to the maximum allowable under the Town's Personnel Policy. Medical, vision and dental insurance premiums for Manager and all dependents will be paid by the Town for six (6) consecutive months after the termination date or until coverage is provided from a subsequent employment or some other source, whichever event occurs first.


- e. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to seek other employment, or resign at any time from his position. However, the manager shall give Town a minimum of sixty (60) days written notice of any intended resignation, and in the event the Manager fails to give a minimum of sixty (60) days written notice or as otherwise agreed between the parties in writing, then the Manager shall forfeit all accumulated vacation. Manager will use best efforts to ensure continuity of professional management of the Town's affairs.
14. Scope. This document constitutes the entire agreement between the parties hereto. Any earlier agreements, understandings, or representations, if any, are merged herein. Except for increases to the Manager's annual salary, the terms of this agreement cannot be changed or modified except by a written addendum executed by both parties, which specifically refers to and expressly changes the terms of this agreement.
 15. Severability. If any provision or portion of this agreement is held unconstitutional, invalid, unenforceable, or otherwise illegal, then such provision or portion shall be deemed severable and severed herefrom, and shall not affect the remaining portions of this agreement, which shall remain in full force and effect.
 16. Applicable Law. This Agreement and the performance hereunder and all suits and special proceedings shall be interpreted in accordance with the laws of the State of North Carolina to the exclusion of the laws of any other form. The terms and provisions may be specifically performed by any court having jurisdiction over the parties and the subject matter of this action in the State of North Carolina.
 17. Pre-employment Services. Prior to the official employment start date of May 1, 2024. Shane Fox will provide professional contract services to the Town of Blowing Rock as assistance in preparation of the annual budget and other professional services as necessary during the transition from interim manager. Mr. Fox will receive \$75 per hour for these services as they are performed. Mr. Fox will keep a detailed timesheet with explanation of the services performed for reimbursement and documentation purposes. Reimbursement will take place on a monthly basis with documentation.
 18. Approval. This Agreement has been reviewed and approved by a valid quorum of the Town Council of Blowing Rock with details approved by a quorum in closed session on January 9, 2024 with final approval during session at the February 13, 2024 Town Council Meeting.

[SIGNATURE PAGE FOLLOWS]

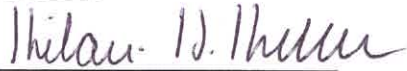
This agreement is executed this 6 day of Feb., 2024, in the Town of Blowing Rock, North Carolina.



TOWN OF BLOWING ROCK, NORTH CAROLINA

By: 
MAYOR
Charlie Sellers

ATTEST:


Town Clerk
Hilari Hubner


MANAGER:

Billy "Shane" Fox