

STATE OF NORTH CAROLINA
PENDER COUNTY

TOWN MANAGER EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this the 17th day of December, 2024 by and between the Town of Burgaw, a North Carolina municipal corporation organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as "Town", and James H. Gantt, hereinafter referred to as "Employee".

WITNESSETH:

WHEREAS, Town is a council-manager form of government that is authorized pursuant to the Town's official corporate charter to appoint a manager, who serves at the pleasure of the governing body and who serves as the chief administrator of Town in accordance with those powers and duties as set forth within Section 4.2, Article IV of the Town of Burgaw Charter and in North Carolina General Statute §160A-148; and

WHEREAS, Town has determined, based upon Employee's educational and administrative qualifications, to retain the services of Employee as its Town Manager; and

WHEREAS, Employee desires to accept the appointment as Town Manager pursuant to and in accordance with the terms and provisions as hereinafter set forth within this Employment Contract;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties agree as follows:

SECTION 1. EMPLOYMENT

Town hereby agrees to employ Employee as Town Manager for the Town of Burgaw and for Employee to perform the functions and duties specified within Section 4.2, Article IV. of the Town of Burgaw Charter, North Carolina General Statutes §160A-147 et seq., the ordinances for

the Town of Burgaw, and to perform such other legally permissible and proper duties and functions as the Town of Burgaw Board of Commissioners shall from time to time assign to Employee.

SECTION 2. TERM

A. The term of Employee's employment shall be for an initial period of two (2) years commencing on the 17th day of December, 2024 and continuing through 11:59 p.m., the 16th day of December, 2026 subject to this Employment Contract being terminated as provided in Section 3 to this Employment Contract. The Employment Contract may be renewed for successive two (2) year terms commencing on the 17th day of December, 2026 and continuing through the 16th day of December, 2028, and every two (2) years thereafter, subject to Town and Employee consenting to the extension of the contract term at least thirty (30) calendar days prior to the termination of the initial term or renewal term. Unless amended through a subsequent amendment to this Employment Contract or a superseding Employment Contract between Town and Employee, any subsequent renewal of the Employment Contract shall be subject to the same terms and conditions set forth herein.

B. Employee shall serve at the pleasure of the Town's Board of Commissioners and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town's Board of Commissioners to terminate the employment of Employee at any time subject only to the provisions set forth in Section 3 of this Employment Contract.

C. In the event that Employee should voluntarily resign, as Town Manager, prior to the termination of the initial contract term or any subsequent renewal term, then Employee shall give the Town's Board of Commissioners at least thirty (30) days advance written notice of such resignation and Employee shall continue his employment as Town Manager during the thirty (30) day period after giving written notice of his resignation unless the parties mutually agree to a shorter period for Employee's employment.

D. Employee agrees to remain in the primary employment of the Town during the term of this Employment Contract; however, nothing herein shall prohibit Employee from engaging in consulting or teaching opportunities outside of the Town so long as such work does not impact or

interfere with Employee's job as Town Manager and so long as such work is not during the regular business hours of the town as denoted in Section 6 below.

SECTION 3. TERMINATION AND PAYMENT FOR PAST SERVICE RENDERED

A. The Employee may only be terminated by a supermajority vote (defined as four or more votes in favor of termination) of the Town's Board of Commissioners. In the event the Employee is terminated without cause by a supermajority vote before the expiration of the contract term of employment, the Town agrees to provide the Employee with severance compensation for a period of three (3) months at Employee's then current base salary, with such compensation being paid on the same schedule as such employment compensation is paid to Town's employees. Additionally, during the same three (3) month period, Town shall continue to pay for the benefit of the Employee the following: Employee's health insurance premiums; any contributions towards the Employee's dental insurance premiums that are customarily paid by the Town to its employees; Employer's contributions to the North Carolina Local Governmental Employees Retirement System for the benefit of Employee; and contributions to Employee's 401(k) account, in the event that Employee is participating in contributing to his 401(k) account and Town is funding contributions to Town's employees 401(k) accounts during the current budget year that Employee's employment with Town is terminated. However, in the event Employee is terminated for just cause, as the same is defined in subparagraph B herein this Section 3, then Town shall have no obligation to pay any compensation to Employee, as set forth within this subparagraph.

B. In the event that Employee is terminated for "just cause," then the Town's only obligation to Employee is to compensate Employee for the benefits in accordance with subparagraph C herein this Section 3. For purposes of this Employment Contract "just cause" shall be defined for purposes of this Employment Contract to the following reasons; (1) willful violation of any policies, regulations and ordinances adopted by the Town's Board of Commissioners in open session and by a majority vote of Town's Board of Commissioners; (2) willful violation of any federal or State of North Carolina law or statute; (3) the willful presentation of false information or documentation to the Town's Board of Commissioners; (4) the habitual use of intoxicants or drugs rendering the Employee unable to perform the duties of Town Manager; (5) the conviction of a felony or any crime involving moral turpitude.

C. In the event that Employee's employment is terminated with or without cause or Employee resigns his Employment with Town, Employee shall be compensated for all accrued vacation through his date of termination.

D. In the event that Employee is permanently disabled or otherwise unable to perform his duties because of illness, accident, injury, mental incapacity, or health, as each being first determined by a licensed physician and a report documenting Employee's health status being provided to Town by Employee, Town shall have the option to terminate this Employment Contract subject to the severance pay requirements set forth within paragraph A of this Section. Further, Employee shall be compensated for any accrued vacation leave and other accrued benefits.

SECTION 4. COMPENSATION

Town agrees to pay employee for his services rendered pursuant to this Employment Contract an annual base salary of \$131,631.57 (one hundred thirty one thousand dollars and fifty-seven cents), payable in installments upon the same payment scheduled as other employees of the Town are paid. Employee shall be eligible for cost of living adjustments (COLA) if such adjustments are warranted and at the same time other town employees receive any such adjustment. Employee may be eligible for an increase in pay after each review if Employee receives a satisfactory performance evaluation in the Board's discretion.

SECTION 5. PERFORMANCE EVALUATION

The Town's Board of Commissioners shall review and evaluate the Employee's performance on at least an annual basis, no later than the October regularly schedule Board meeting each year. Such performance evaluation and review shall be in accordance with specific goals and objectives that are jointly developed by the Town's Board of Commissioners and Employee.

SECTION 6. HOURS OF WORK

It is recognized that that Employee must devote time outside the normal office hours on business for the benefit of Town, and to that end, Employee will be allowed to take compensatory

time off as the Board of Commissioners and he mutually agree during the Town's normal office hours, which are from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

SECTION 7. AUTOMOBILE EXPENSE

Employee shall be reimbursed for the use of Employee's personal vehicle for travel on Town business, with such compensation to be at the mileage rate approved by the Internal Revenue Service for mileage reimbursement.

SECTION 8. HOLIDAY, VACATION AND SICK LEAVE

A. Employee shall receive compensation for holidays observed by the Town in accordance with Section 12, Article VII of the Town's Personnel Policy.

B. Employee shall be entitled to receive vacation leave in accordance with Section 2, Article VII of the Town's Personnel Policy based upon Employee's number of years of service in local government. Further, Employee shall be entitled to utilize any accrued vacation leave during his employment, as the Town's Manager, if authorized by the Town's Mayor or in the absence of the Town's Mayor, by the Mayor Pro-Tempore with notice to the Town's Clerk.

C. Employee shall be entitled to receive sick leave in accordance with Section 4, Article VII of the Town's Personnel Policy based upon Employee's number of years of service to the Town. Further, Town shall transfer and accept all previously accrued sick leave and said transferred sick leave shall be available to the Employee as if earned as an Employee of the Town. Further, Employee shall be entitled to utilize any such accrued sick leave during his employment, as the Town's Manager, if authorized by the Town's Mayor or in the absence of the Town's Mayor, by the Mayor Pro-Tempore with notice to the Town's Clerk.

SECTION 9. HEALTH CARE, RETIREMENT & 401(k) BENEFITS

A. Town agrees to provide and to pay the premiums for health, hospitalization, surgical and dental insurance for Employee equal to that which is provided to all other employees of Town.

B. Town agrees to pay into the North Carolina Local Governmental Employees' Retirement System all mandated contributions required to be paid by Town for the benefit of Employee.

C. Town agrees to pay into an individual 401(k) account for the benefit of Employee on the same basis as for all other employees of Town, subject to such benefit being offered to all Town employees during any budget year for which Employee is employed with Town.

SECTION 10. TECHNOLOGY

Town agrees to provide Employee with a laptop computer and software required for Employee to perform the duties as Town Manager. Further, Town agrees to pay for the purchase of a cellular telephone and a monthly usage plan for Employee to use in the performance of his duties as manager.

SECTION 11. PROFESSIONAL AND CIVIC MEMBERSHIPS

Town agrees to pay Employee's professional membership dues and civic membership dues for any organization in which the Town's Board of Commissioners direct the manager to participate including but not limited to ICMA.

SECTION 12. PROFESSIONAL DEVELOPMENT

A. Town hereby agrees to budget and to pay for the travel and subsistence expenses of Employee for him to attend meetings and occasions to adequately pursue necessary official and other functions for Town, including but not limited to, the Annual Conferences of the North Carolina League of Municipalities, North Carolina City and County Management Association and such other state and local governmental groups and committees thereof which Employee serves as a member.

B. Town further agrees to budget and pay for travel and subsistence expenses for Employee to attend short courses, institutes and seminars that are necessary for his professional development, serves the overall good of Town, and for which Town has budgeted monies for Employee to attend such courses, institutes and seminars.

SECTION 13. INDEMNIFICATION

To the extent provided by law, Town shall defend, save harmless and indemnify Employee 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 Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonable withhold approval. Legal representation, provided by Employer to Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties. Any settlement of any claim must be made with prior approval of Town in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to Town. Such expense payments shall continue beyond Employee's service to Town as long as litigation is pending.

SECTION 14. BONDING

Town shall bear the full cost for the purchase of any fidelity or other bonds required of Employee under any federal or state law, or ordinance.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Town, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance and duties of Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Contract, Town's corporate charter, Town's ordinances, North Carolina law or federal law.

SECTION 16. NOTICES

Notice pursuant to this Employment Contract shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN: Town of Burgaw Mayor
 109 North Walker Street
 Burgaw, NC 28425

EMPLOYEE: James H. Gantt
 291 Jonestown Rd.
 Wallace, NC 28466

Alternatively, notice required pursuant to this Employment Contract may be personally served upon the opposing party. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice into the care, custody and control of the United States Postal Service.

SECTION 17. AMENDMENT

This Employment Contract may be amended during its initial or renewal term by mutual written consent of Town and Employee. Any such amendment shall be made in writing, approved by official action by Town's Board of Commissioners, and accepted in writing by Employee. Further, any such amendments adopted by the Town's Board of Commissioners and accepted by Employee shall be incorporate and made part of this Employment Contract.

SECTION 18. GENERAL PROVISIONS

A. Integration. This Employment Contract sets forth and establishes the entire understanding between Town and Employee relating to the appointment and employment of Employee by Town as its Town Manager. Any prior discussions or representations by or between Town and Employee are merged into and rendered null and void by this Employment Contract.

B. Binding Effect. This Employment Contract shall be binding upon Town and its successors in interest, as well as Employee and his heirs, executors, administrators, personal representatives and attorneys-in-fact.

C. Governing Law. This Employment Contract shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina.

D. Effective Date. This Employment Contract shall become effective at 12:01 a.m., on the 17th day of December, 2024.

E. Severability. If any provision, or any portion thereof, contained within this Employment Contract is held unconstitutional, invalid, or unenforceable, the remaining provisions of this Employment Contract shall be deemed servable and to be in full force and effect.

IN WITNESS WHEREOF, the Town of Burgaw has caused this Employment Contract to be signed and executed on its behalf by its Mayor and duly attested by its Town Clerk, and James H. Gantt has signed and executed this Employment Contract, both in duplicate, as of the day and year first above written.

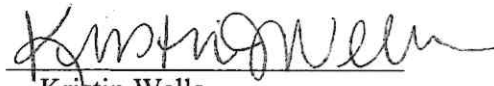
TOWN OF BURGAW

By:

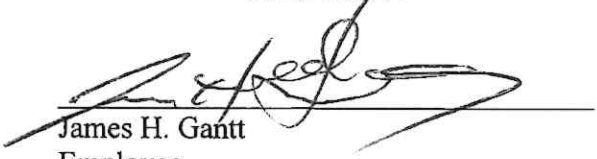

G. Olivia Dawson
Mayor

{OFFICIAL CORPORATE SEAL}

Attested to:


Kristin Wells
Town Clerk




James H. Gantt
Employee

APPROVED AS TO FORM:

s/ Zachary S. Rivenbark (electronically signed)
Zachary S. Rivenbark
Town Attorney

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


Finance Officer