The Cleveland County Board of Commissioners met on this date for a Special Called meeting at the hour of 10:00 a.m. at the LeGrand Center, located at 1800 E. Marion Street, Shelby.

**PRESENT:**
- Kevin Gordon, Chairman
- Ronnie Whetstine, Vice-Chair
- Johnny Hutchins, Commissioner
- Doug Bridges, Commissioner
- Deb Hardin Commissioner
- Tim Moore, County Attorney
- Todd Carpenter, Interim County Manager
- Phyllis Nowlen, Clerk to the Board
- Martha Thompson, Deputy County Attorney
- Kerri Melton, Assistant County Manager
- Other names on file in the Clerk’s Office

**CALL TO ORDER**

Chairman Gordon called the meeting to order, and Commissioner Bridges led the audience in the Pledge of Allegiance and provided the invocation.

**AGENDA ADOPTION**

**ACTION:** Commissioner Hardin made the motion, seconded by Commissioner Bridges and unanimously adopted by the Board, to approve the agenda as presented.

**CLOSED SESSION**

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously adopted by the Board, to go into closed session per North Carolina General Statute § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. (Copy of closed session Minutes is sealed and found in the Closed Session Minute Book).

**RECONVENE IN REGULAR SESSION**

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to reconvene in open session.

**ACTION:** Commissioner Hutchins made the motion, seconded by Commissioner Hardin and unanimously adopted by the Board to, approve the Board Chair to execute the contract for the County Manager and appoint David Cotton as the next Cleveland County Manager whose start date is effective Monday, July 31, 2023.
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made this 2nd day of June, 2023, by and between CLEVELAND COUNTY, a political subdivision of the State of North Carolina (hereinafter the "County"), as employer and DAVID R. COTTON, (hereinafter "Employee").

WITNESSETH

THAT WHEREAS, County has adopted the County Manager plan of government, pursuant to North Carolina General Statutes § 153A-81(1); and

WHEREAS, the County of Cleveland by and through its Board of Commissioners (hereinafter the "County"), together with Employee, enter into an Employment Agreement dated the 2nd day of June, 2023, under the terms of which Employee agrees to serve as County Manager for the County at the pleasure of the Board and with the County having made this decision based solely on the executive and administrative qualifications of Employee, as required by North Carolina General Statutes § 153-91(3); and

WHEREAS, it is the desire of the Board to: (1) secure and retain the services of Employee; and to provide inducement from him to continue to remain in such employment; (2) to make possible full work productivity by assuring Employee’s morale and peace of mind that respect to future security; it is agreed that, in consideration thereof, the County, on the one hand, and Employee, on the other, as hereinafter set forth, will enter into this Agreement for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee’s services when the Board may otherwise desire to terminate his employ as provided in this Agreement; and

WHEREAS, Employee desires to be employed as the County Manager of Cleveland County.

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises and agreements contained herein, together with other good and valuable considerations; receipt of which is hereby acknowledged, County and Employee do agree as follows:

Section 1. Duties and Authority

County agrees and hereby employs Employee as County Manager of Cleveland County government, to perform the functions and duties of County Manager as prescribed by the Board, the North Carolina General Statutes, and applicable state and federal law, rules and regulations. Employee hereby agrees to serve as County Manager as a full-time employee of the County and to exercise those powers and perform those duties set forth in North Carolina General Statutes § 153A-82.

Section 4. Hours of Work

A. As an exempt employee under the Fair Labor Standards Act, Employee shall not receive overtime or compensatory pay for hours worked during the term of this Agreement. It is recognized however that Employee must devote a great deal of time outside normal business hours to business of the County, and to that end, Employee shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours, provided that such compensatory time does not interfere with his duties as County Manager. Compensatory time off in excess of five hours in a single day shall be coordinated with the Chair of the Board of Commissioners.

B. The Employee agrees that he will devote all of his full working time to the performance of his duties required hereunder, and Employee therefore agrees not to engage in any other employment. This provision shall not include occasional teaching, writing or consulting on Employee’s time off to the extent that such does not conflict or interfere with Employee’s duties hereunder.

Section 5. Automobile Allowance

The Board recognizes that Employee’s duties require that he shall have and operate a vehicle performing the duties required pursuant to this Agreement. The County agrees to pay Employee a vehicle allowance of $750.00 per month for use of his personal vehicle on county business within the County. Business conducted by Employee on behalf of the County outside of Cleveland County shall be reimbursed in accordance with county travel policies.

Section 6. Professional and Civic Development

A. The County agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued and full participation in appropriate national, regional, state and local associations and organizations that are necessary and desirable for his continued professional participation, growth and advancement and for the good of the County. At a minimum, this includes International City/County Management Association (ICMA), North Carolina City/County Management Association (NCCMCA) and Appalachian State University Local Government Alumnae Association (ASULGAA).

B. The County agrees to budget and pay for reasonable travel and substance expenses of Employee for courses, seminars and symposiums that are necessary for his professional development and for the good of the County. Employee shall maintain and submit appropriate documentation for all such expenses in accordance with the provisions of the Cleveland County Personnel Policy.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County, at its will and without cause, to terminate the services of Employee at any time, subject only to those provisions contained in Section 9 herein.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with Employee’s right to resign at any time from his position as County Manager, subject only to the provisions hereinafter set out in Section 9.

C. This Agreement shall commence on and about the 1st day of July, 2023, be continuing in nature and shall remain in full force and effect until terminated as hereinafter provided.

Section 3. Compensation

A. The County agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $255,000 as stated herein payable in installments at the same time as other county employees. Except as otherwise provided herein, Employee shall receive all other fringe benefits to the same extent as other county employees.

Annual Salary

(1) July 1st, 2024, and thereafter; Employee shall automatically receive the same annual cost of living allowance (COLA) approved by the Board of County Commissioners for all other county employees; such COLA to be paid automatically on July 1st of each year without further action of the Board. On the 30th day of June of each year, the Board shall decide the amount of the Employee’s merit/performance increase as part of its annual review of the Employee’s performance evaluation.

B. The salary increases identified in Section 3.A.(1) above shall be automatically awarded if the Employee does not receive a performance evaluation from the Board on or before the 30th of June of each applicable year. For all subsequent years, the Employee shall receive the maximum merit pay available to employees as determined by the Board if the Employee does not receive a performance evaluation from the Board on or before the 30th of June of each year.

Section 7. Vacation, Leave and Supplemental Retirement

A. Employee shall upon execution of this Agreement and beginning on the date identified in Section 2.C. above, be considered a regular full-time employee with an initial vacation balance of eighty (80) hours. Employee shall, like other county employees, have credit to his personal account, vacation, flex time and sick leave. For purposes of vacation accrued only, Employee shall be considered a regular full-time employee with twenty-five (25) years of service as of the date identified in Section 2.C. above. From that point, vacation accrued shall be in accordance with the Cleveland County Personnel Policy. On December 31st, Employee has more than thirty (30) hours of sick leave; Employee and County shall severally agree in writing on the 30th day of June of each year, in advance, on the amount of sick leave to be carried over into the next calendar year. Flex time and sick leave benefits are granted to the Employee in accordance with the duly adopted flex time and sick leave policies within the Cleveland County Personnel Policy.

B. The parties acknowledge that Employee is vested in the North Carolina State Retirement System. Employee may transfer sick leave to the county or the county’s local government retirement system up to the allowable amount and retain remaining credits in the state system, subject to the state system rules. Upon separation from employment for any reason, the County will maintain Employee’s accumulated sick leave balance for a period of three (3) years from date of separation for purposes of transfer to another unit of government and shall honor such transfer of the full balance of sick leave from Cleveland County to the Employee’s new employer or to the Employee’s retirement system if applicable.

C. The County will contribute six percent (6%) of the Employee’s annual base salary to his NC 401K retirement account. The distribution of contributions shall be made in accordance with the County’s pay period cycle.

Section 8. Insurance

A. County agrees to enroll and maintain Employee and Employee’s family in the County’s health/hospitalization insurance program and dental coverage, and to pay Employee’s and Employee’s family premiums for such programs, upon eligibility.

B. In addition to that required under State and local law, County shall provide for the defense of Employee against suit, professional liability claim or demand of other legal action, whether groundless or otherwise, pursuant to the County Resolution 16-2021.
Each Commissioner gave thanks and appreciation to Interim County Manager Todd Carpenter for his hard work and leadership and welcoming comments to David Cotton.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hardin made a motion, seconded by Commissioner Whetstone and unanimously adopted by the Board, to adjourn. The next meeting of the Commission is scheduled for Tuesday, June 6, 2023 at 6:00 pm in the Commissioners’ Chambers.