

Board of Commissioners

Mark Jones, Chair
Benita Finney, Vice Chair
Richard Poindexter
Terry Renegar
M Brent Shoaf



Brian Barnett
County Manager
Commissioners Room
123 S. Main Street
Mocksville, NC 27028
December 19, 2024
9:00 AM

MINUTES

**Davie County - Board of Commissioners
Work Session**

1. Meeting Called to Order - Chair Jones

The meeting was called to order at 9:00 AM

2. Invocation - Paul Moore

Invocation was offered by Paul Moore.

3. Pledge of Allegiance - Kelly Funderburk

The Pledge of Allegiance was led by Kelly Funderburk.

4. Adopt Agenda - Chair Jones

Chair Jones requested to remove the closed session.

Commissioner Finney made a motion to adopt the agenda with the removal of the closed session. Commissioner Renegar seconded the motion. All were in favor, and the motion passed 5-0 (Mark Jones, Benita Finney, Richard Poindexter, Terry Renegar, M Brent Shoaf)

5. Report to Board - Brian Barnett

a. Financial Presentation - Robin West

Robin West spoke about the financial summary report.

b. Recreation and Parks Ordinances Update - Paul Moore

Paul Moore presented the ordinance updates to the Recreation and Parks Department. He also pointed out updates to the grant policy for the Rec and Parks Department that is set to be voted on January 6, 2025. He announced that Chris Branham and Roger Funderburk will be coming off of the Recreation and Parks Advisory Board and the recommendations to fill these spots are Justin Lanning and Charles Kurfees.

6. Pending Action Items - Brian Barnett

Brian Barnett presented the current pending action items for the January 6, 2025, meeting. He announced the January 23, 2025 work session will be changed to January 30, 2025.

- a. Zoning Map Amendment DC24-I3-3507 - Floyd Greene Family Limited Partnership
- b. Solar Farm Zoning Changes
- c. Recreation and Parks Advisory Board Appointments - Charles Kurfees & Justin Lanning
- d. Recreation and Parks Grant Policy Update

7. Discussion Items - Chair Jones

Commissioner Renegar wanted to be clear that the January 30, 2025, meeting would include the budget meeting and asked if the information would be presented prior. Brian Barnett informed the Commissioners that he would be having a meeting with finance soon to finalize all details, and he would get an answer to them after that meeting.

8. Commissioners' Comments

The Commissioners thanked everyone for being here and wished everyone a Merry Christmas and a Happy New Year.

9. Closed Session - Chair Jones

§ 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; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

There was no closed session.

10. Contract Renewal

Commissioner Poindexter made the motion to approve Ed Vogler's employment contract. Commissioner Shoaf seconded the motion. All were in favor, and the motion passed 5-0 (Jones, Finney, Poindexter, Renegar, Shoaf)

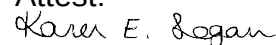
11. Adjourn - Chair Jones

Commissioner Renegar made the motion to adjourn. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Jones, Finney, Poindexter, Renegar, Shoaf)


Mark Jones
Chairman



Attest:



Karen Logan
Clerk

November 2024 Financial Summary

December 19, 2024

General Fund

Fiscal Year Ending June 30, 2025

Reporting Period: November 30, 2024



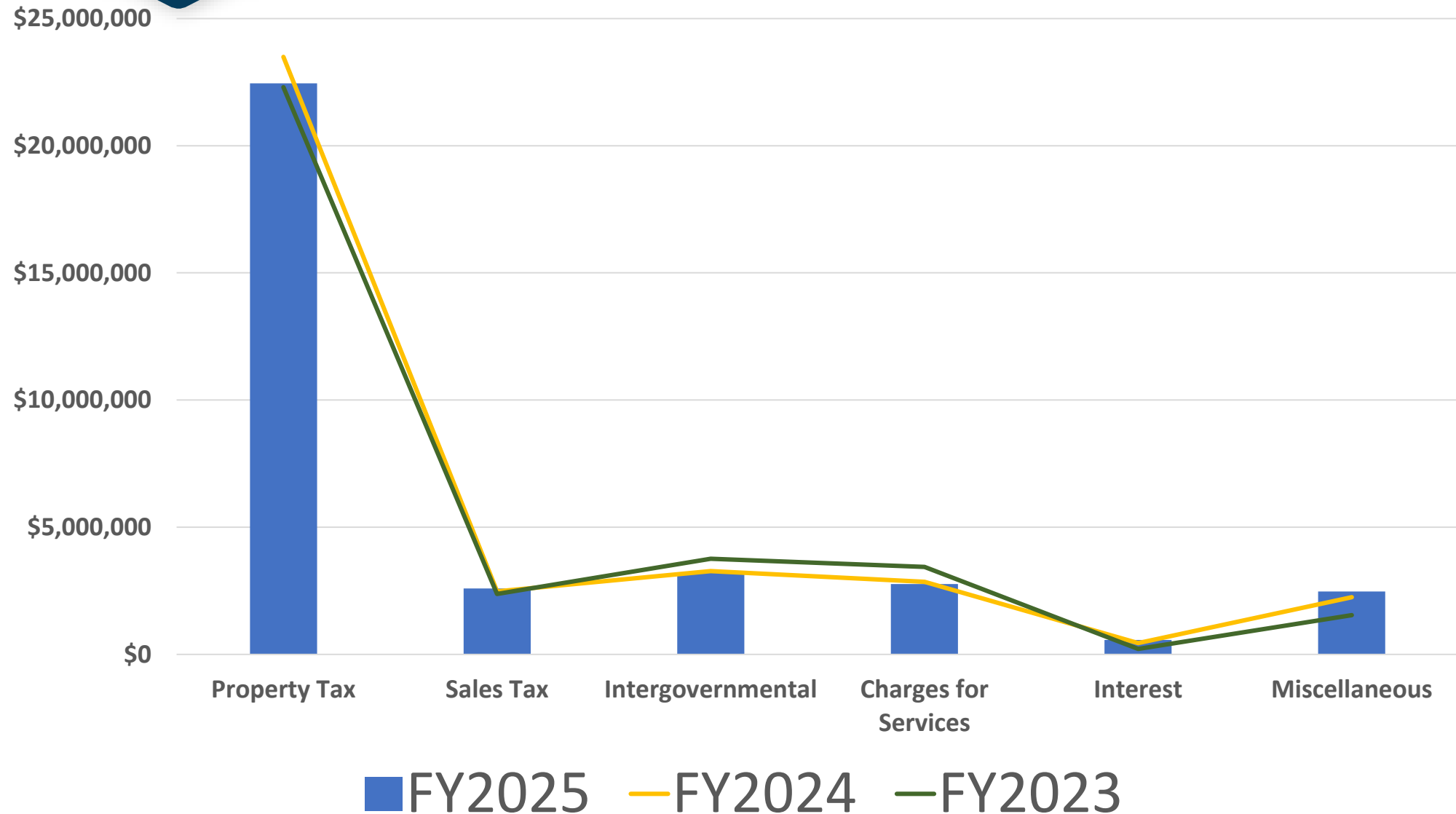
Comparison of Monthly Revenues & Expenditures (YTD)

	<u>Revised 2025 Budget</u>	<u>FY2025</u>	<u>FY2024</u>	<u>Over/(Under) 2024</u>
<i>Revenues</i>				
Property Tax	\$45,317,273	\$ 22,453,639	\$23,488,052	\$(1,034,413)
Sales Tax	14,760,000	2,594,023	2,476,506	117,517
Intergovernmental	9,504,619	3,200,923	3,276,171	(75,248)
Charges for Services	7,620,579	2,762,476	2,853,671	(91,195)
Interest	1,025,000	560,558	442,272	118,286
Miscellaneous	2,213,659	2,469,116	2,249,466	219,649
Fund Balance Appropriated	7,460,666	-	-	-
<i>Total Revenues</i>	<u>\$87,901,796</u>	<u>\$ 34,040,735</u>	<u>\$ 34,786,139</u>	<u>\$ (745,404)</u>
<i>Expenditures</i>				
General Government	\$17,692,809.55	\$6,352,991.10	\$8,418,547.52	\$(2,065,556)
Public Safety	26,549,362.05	9,474,516.75	9,399,909.41	74,607
Environmental Protection	307,152.00	139,919.30	84,047.57	55,872
Economic Development	445,655.00	144,152.38	139,037.20	5,115
Human Services	13,704,983.36	4,424,306.78	4,007,125.47	417,181
Cultural & Recreational	2,416,609.00	829,791.04	731,373.54	98,418
Educational	18,404,512.00	6,546,717.81	6,369,771.00	176,947
Debt Service	8,380,713	1,082,677	1,186,514	(103,837)
<i>Total Expenditures</i>	<u>\$87,901,796</u>	<u>\$28,995,072</u>	<u>\$30,336,326</u>	<u>(\$1,341,254)</u>
<i>Revenue Over/(Under) Expense</i>	<u>\$0</u>	<u>\$5,045,663</u>	<u>\$4,449,813</u>	<u>\$595,850</u>

General Fund Revenues

Fiscal Year Ending June 30, 2025

Reporting Period: November 30, 2024



**NORTH CAROLINA
DAVIE COUNTY**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this the 19th day of December, 2024, between the County of Davie, (hereinafter referred to as the “County”) a North Carolina body politic and E. Edward Vogler, Jr. P.A. and E. Edward Vogler, Jr., collectively, (hereinafter referred to as “Vogler).

The County has the power to enter into contracts (NCGS Section 153A-11), the power to hire a County Attorney (NCGS Section 153A-114) the power to establish compensation (NCGS 153A-92) and has broad supplementary powers to carry out the enumerated powers granted to counties by the Legislature (NCGS Section 153A-4).

AGREEMENT

1. EMPLOYMENT. The County wishes for Vogler to continue his employment as County Attorney of Davie County. This employment is at the pleasure of the Board of Commissioners and is therefore at will.
2. POWERS AND DUTIES. Vogler shall have the powers and duties prescribed in NCGS 153A-114 as County Attorney.
3. TIME AND EFFORT. Vogler shall serve the County and the Board faithfully, loyally, honestly and to the best of his ability. He shall devote a one hundred (100) hours per month to the performance of his duties as County Attorney on behalf of the County for a total of twelve hundred (1200) hours per year. Vogler shall establish office hours in the Davie County Administrative Building for the convenience of the Commissioners, Officers of the County and staff so as to properly represent the County in its legal matters. During his employment, Vogler will not engage in any activities competitive with or adverse to the County’s business, practice or affairs, except that Vogler shall be granted a reasonable time to wind down his affairs at his current law practice in compliance with the North Carolina Administrative Code, Section 1B and the North Carolina State Bar Rules of Professional Conduct. This is not to prohibit Vogler from engaging in activities such as personal investments of conducting, to a reasonable extent, private business affairs which may include service on other boards of directors, as long as they do not conflict or interfere with his responsibilities to the County.
4. COMPENSATION, TERM, AND STATUS. The County guarantees that Vogler shall receive compensation at the rate of one hundred twenty-six (\$126.00) dollars per hour for a guarantee of one hundred (100) hours per month for each of the next thirty (30) months for a total of twelve hundred hours per year for each of the two and a half years, beginning the month of January, 2025. Should the hours Vogler works in any given month exceed one hundred hours, Vogler shall be compensated on an hourly basis at one hundred twenty-six (\$126.00) per hour for any extra hours worked in that particular month. All payments shall be on a monthly basis at the beginning of each month. The amount of compensation shall be reviewed and renegotiated at the end the term of this agreement of two and a half years. Vogler shall be deemed to be an Independent Contractor for the County and shall not be a full-time employee with any health, dental, eye or any retirement benefits. However, Vogler shall attend the Winter and Summer Conferences of the North Carolina Association of County Attorney’s and such continuing legal

education seminars and schools as deemed advisable by Vogler to both maintain and enhance his abilities to continue to properly represent the County in its legal affairs. In addition to the guaranteed monthly payments by the County, the County agrees to pay to Vogler travel expenses outside of Davie County at the County rate, any court cost and filing fees advance by Vogler on behalf of the County, and the cost, including room, board and registration fees for attendance at meeting of the aforesaid organization, seminars and workshops at the North Carolina School of Government or other institutes attended in preparation and maintaining a current level of knowledge of the law as it related to county business. The County shall furnish the County Attorney's office in the Administrative Building as office as space for Vogler and shall furnish all necessary office supplies, computer, electronic equipment and telephone to said office.

5. SEVERANCE PROVISIONS. If Vogler voluntarily resigns form the position as County Attorney during the term of this agreement or if the County terminates Vogler's employment other than pursuant to a Termination for Cause, as defined below, the County shall pay a severance package to Vogler calculated as follows:
 - a. If Vogler voluntarily resigns employment with the County, the severance package shall include only any accrued time for the month worked in which resigns.
 - b. If the County terminates Vogler's employment with the County other than for a Termination for Cause, the severance package shall be equivalent to six (6) months of the guaranteed monthly amount of compensation, payable within thirty (30) days of the termination date.

If Vogler employment is terminated pursuant to a Termination for Cause, no severance package shall be payable, except for any amounts already earned or advance by Vogler.

6. TERMINATION FOR CAUSE. Termination for Cause means termination by the County if Vogler: (i) is convicted of any criminal offense involving theft, fraud or embezzlement; (ii) becomes physically or mentally disabled to the extent he cannot perform the normal and usual duties required of him under his Agreement and such last for a continuous period of three months or longer and there is no reasonable medical expectation of recovery from the disabling condition within a period of twelve months from the date of the onset of the disabling condition; or (iii) engages in a material conflict of interest with his obligation to the County.
7. CONSTRUCTION. This agreement is to be constructed in accordance with the laws of the State of North Carolina. The parties agree that the provisions of this Agreement have been thoroughly negotiated between the parties and that no provision will be interpreted for or against a party due to the drafting of this Agreement.
8. INVALID PROVISION. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereto, and the Agreement shall be construed in all respects as if such unenforceable or invalid provisions were omitted.
9. INDEMNIFICATION. The County agrees to defend, indemnify and hold harmless Vogler from any alleged acts or negligence in the performance of his official duties. Nothing herein shall be construed to require the County to defend, indemnify and hold harmless Vogler for any alleged willful, wanton, intentional or reckless acts in the course and scope of the performance of his official duties.

10. INDEPENDENT CONTRACTOR STATUS. Nothing herein alters Vogler's status as an at-will independent contractor of the County as its County Attorney who serves at the pleasure of the Board and/or future Boards.

Executed by the parties with property authority this the 19th day of December, 2024.

COUNTY OF DAVIE

BY:

Chairman of the Davie County Board of Commissioners

ATTESTED:

Karen Logan, Clerk to the Board

E. EDWARD VOGLER, JR., P.A.

BY;

E. Edward Vogler, Jr., J.D., P.A.

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

Robin M. West
Davie County Chief Financial Officer

**NORTH CAROLINA
DAVIE COUNTY**

**EMPLOYMENT AGREEMENT
MODIFICATION & EXTENSION**

This Employment Agreement Modification, made and entered into this the 19 day of December, 2024, between the County of Davie, (hereinafter referred to as the County), a North Carolina body politic and E. Edward Vogler, Jr. and E. Edward Vogler, Jr., P.A., (collectively hereinafter referred to as "Vogler").

RECITAL

That whereas, the County currently has an Employment Agreement with Vogler dated January 6, 2014; as modified June 6, 2016; and modified on February 6, 2017, and modified on December 6, 2019; and,

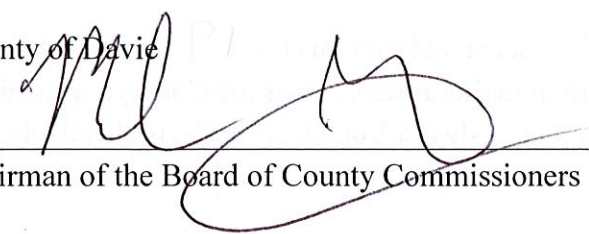
That whereas, after serious consideration and discussion, the Board of County Commissioners are desirous of modifying the above mentioned contracts and extensions as follows.

Now therefore, in condition of the above recitals and in additional consideration of the promises and covenants contained in this Agreement, the parties hereto do agree as follows:

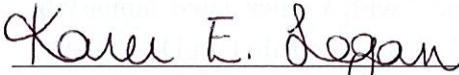
1. The County shall contract with Vogler for an additional thirty (30) month term as County Attorney beginning January 1, 2025.
2. The fees rate in the Employment Agreement shall be modified to reflect a rate of \$126.00 per hour for the thirty (30) month term.
3. That if the County terminates Vogler employment with the County other than for Termination for Cause, the severance package shall be equivalent to six (6) months of the guarantee monthly amount of compensation, payable within thirty (30) days of the termination date.
4. That the provisions of Section 6, TERMINATION FOR CAUSE subsection (ii) shall be modified from nine months to three months.
5. That upon the end of the thirty month term, the County Manager will make a recommendation to the Board of County Commissioners as to whether to renew the contract with the County Attorney, to issue an RFQ/RFP for a new county attorney or to hire a full-time County Attorney for the board to consider appointing at that time.
6. The parties agree that all other terms and conditions not inconsistent with the above which are contained in the original Agreement and prior modifications are hereby incorporated by reference into this new Employment Agreement Modification and agree to be bound by same.

This Employment Agreement Modification is executed by the parties with proper authority the date and year first above written.

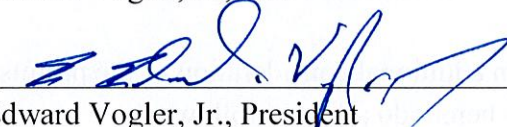
County of Davie

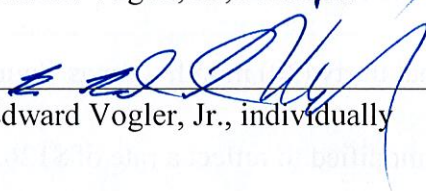
By: 
Chairman of the Board of County Commissioners

Attested to:

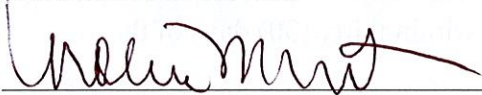

Karen Logan, Clerk to the Board

E. Edward Vogler, Jr., P.A.

By: 
E. Edward Vogler, Jr., President


E. Edward Vogler, Jr., individually

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


Robin M. West, County Finance Director