

Bertie County Board of Commissioners



July 7, 2021
10:00 AM

	Ronald "Ron" Wesson	District I
	Greg Atkins	District II
Chair	Tammy A. Lee	District III
Vice Chair	John Trent	District IV
	Ron Roberson	District V



Bertie County is now utilizing Zoom during the COVID-19 pandemic.

Zoom is available to the public to participate during this meeting.

To call in to our meeting on the phone, use the following information:

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser:

<https://us02web.zoom.us/j/7233916141>

Questions? Call the County Manager's Office at 794-5300.

BERTIE COUNTY BOARD OF COMMISSIONERS

**July 7, 2021
Meeting Agenda**

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended, or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

10:00 AM Welcome, Call to Order & Roll Call by Board Chair Tammy Lee, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner Ron Wesson

Public Comments (*3-minute limit per speaker*)

(A)

***** REPORTS & APPOINTMENTS *****

- (1) RB Steel Expansion and Pursuit of Grants Update by Sarah Bernart, Economic Development Partnership of NC
- (2) Bertie County Library & NC Cooperative Extension Facility Wrap-Up by Amber Idol & Dani Hoff, MHAworks
- (3) 2021 Municipal Election Plans by Sheila Holloman, Board of Elections Director

Board Appointments (B)

1. ABC Board

Consent Agenda (C)

1. Register of Deeds Fee Report – June 2021
2. Tax Release Journal – June 2021
3. Approve Home and Community Care Block Grant for Older Adults County Funding Plan FY 2021-2022
4. Approve Contractual Agreement Between Bertie County Council on Aging & C&J's Ambulette Non-Emergency Medical Transport, Inc. FY 2021-2022
5. Approve Resolution Approving the MOA Between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation
6. Budget Amendments

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Consideration of Resolution Authorizing the Bertie County Fire Inspector to Issue Permits for Pyrotechnics
2. Discussion of Expanding ABC Board
3. Confirm Date for Blue Jay Recreation Center Ribbon Cutting
4. Confirm Locations for Work Sessions scheduled for 8/2/21 & 10/4/21 and Regular Meetings on 8/16/21 & 10/18/21
5. Discussion of Strategic Initiative Line Item & Maintenance of Bertie Beach

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments

(3 minutes per speaker)

Closed Session

Pursuant to NCGS § 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Pursuant to NCGS § 143-318.11(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to NCGS § 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.

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: July 7, 2021

SECTION: Appointments & Reports (A-1 to A-3)

DEPARTMENT: Governing Body

TOPICS:

- (1) RB Steel Expansion and Pursuit of Grants Update by Sarah Bernart, Economic Development Partnership of NC
- (2) Bertie County Library & NC Cooperative Extension Facility Wrap-Up By Amber Idol & Dani Hoff, MHAworks
- (3) 2021 Municipal Election Plans by Sheila Holloman, Board of Elections Director

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): --

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



A-1



A-3

2021 NONPARTISAN MUNICIPAL ELECTION FILING

Askeville – Aulander – Colerain – Kelford – Powellsville – Roxobel - Windsor

Friday, July 2 at 12:00 Noon

Candidate Filing begins

Friday, July 16 at 12:00 Noon

Candidate Filing closes

Lewiston Woodville

Friday, July 26 at 12:00 Noon

Candidate Filing begins

Friday, August 13 at 12:00 Noon

Candidate Filing closes

FILING FEES ARE \$5.00

<i>OFFICE</i>	<i>TERM</i>	<i>SEATS</i>
<i>(Incumbent)</i> Town of Askeville		
Mayor	2 yrs	1
<i>(Bryant)</i> Commissioners	2yrs	3
<i>(Brantley, Pesce, Baker)</i>		
Town of Aulander		
Commissioners	4yrs	3
<i>(Tinkham, Tinkham, Tinkham)</i>		
Town of Colerain		
Commissioners	4yrs	3
<i>(Sumner, Perry, Fairless)</i>		
Town of Kelford		
Mayor	2 yrs	1
<i>(Parker)</i> Commissioners	2yrs	5
<i>(H. Bland, Emory, Eaton, Harrell, Robtoy)</i>		

2021 NONPARTISAN MUNICIPAL ELECTION FILING

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FILING FEES ARE \$5.00

<i>OFFICE</i>	<i>TERM</i>	<i>SEATS</i>
<i>(Incumbent)</i>		
Town of Lewiston Woodville		
Mayor	4yrs	1
<i>(Pugh)</i>		
Town Council (Lew-Dist)	4yrs	1
<i>(Bazemore)</i>		
Town Council (WD-Dist)	4yrs	1
<i>(Jernigan)</i>		
Town of Powellsville		
Mayor	2 yrs	1
<i>(Peele)</i>		
Commissioners	2yrs	3
<i>(Askew, Hoggard, Waters)</i>		
Town of Roxobel		
Mayor	2 yrs	1
<i>(Johnson)</i>		
Commissioners	2yrs	4
<i>(Baisey, Sr.; Bracy; White, Phelps)</i>		
Town of Windsor		
Mayor	4yrs	1
<i>(Hoggard)</i>		
Commissioners	4yrs	2
<i>(Overton, Whitaker)</i>		



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: July 7, 2021

SECTION: Board Appointments

DEPARTMENT: Governing Body

TOPICS:

1. ABC Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ABC Board Chair Michael Freeman's term expired on 6-30-2021. He is requesting reappointment.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion and appointment needed.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: July 7, 2021

SECTION: Consent (C-1 to C-6)

DEPARTMENT: Governing Body

TOPICS:

1. Register of Deeds Fee Report - June 2021
2. Tax Release Journal - June 2021
3. Approve Home and Community Care Block Grant for Older Adults County Funding Plan FY 2021-2022
4. Approve Contractual Agreement Between Bertie County Council on Aging & C&J's Ambulette Non-Emergency Medical Transport, Inc. FY 2021-2022
5. Approve Resolution Approving the MOA Between the State of NC and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation
6. Budget Amendments

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



C-1



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of JUNE 2021 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$3,579.40
10-0030-4344-03	VITAL STATISTICS-----	\$1,882.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$214.65
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>8 @60.00</u>	<u>\$480.00</u>
		\$6,156.05
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$4,107.00
10-0030-4344-10	STATE TREASURER FEE----- <u>123 @\$6.20</u>	<u>\$762.60</u>
	STATE VITAL RECORDS----- <u>3 @14.00</u>	<u>\$42.00</u>
		\$11,067.65
10-0000-1251-00	A/R IN/OUT(REFUND)-----	
		\$11,067.65

Annie F. Wilson

REGISTER OF DEEDS - BERTIE COUNTY
By: Shabedra L. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>17 @\$6.20=</u>	<u>\$105.40</u>
ADDITIONAL PAGES-----	<u>1 @\$0.40=</u>	<u>\$0.40</u>
DEEDS & OTHER INSTRUMENTS-----	<u>118 @\$1.94=</u>	<u>\$228.92</u>



C-2



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

June 29, 2021

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **June** and this request for your approval is made pursuant to a "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,


Tax Administrator

Approved on _____ 20____

=====

Balance a Group

=====

Group: RLS*21*181
Type: A Abatement/Relea
Status: O Open

Group Total:	\$308.82-	Group Transaction Count:	1
Transactions Total:	\$308.82-	Transaction File Count:	1
Difference:	\$0.00	Difference:	0

=====

Enter certify batch as balanced(B) or cancel(XX)

Group Number RLS*21*181
 Abatement
 Effective Date 06/24/21

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	06/24/21	31393	20A6802835133	G01 C08	264.48- 44.34-	264.48- 44.34-	0.00 0.00		0.00 0.00				
***			WARREN, GILBERT W, JR		308.82-	308.82-	0.00	0.00	0.00	0.00	R	PG126	
Tax Code Totals													
C08*20- WINDSOR					44.34-	44.34-	0.00	0.00	0.00	0.00			
G01*20- BRT TAX					264.48-	264.48-	0.00	0.00	0.00	0.00			
Total for Group RLS*21*181					308.82-	308.82-	0.00	0.00	0.00	0.00			

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 A 0.00 308.82-



C-3

Home and Community Care Block Grant for Older Adults

County: Bertie
 July 1, 2021 through June 30, 2022

County Funding Plan

County Services Summary

Services	A		B		C		D		E		F		G		H		I	
	Block Grant Funding		Required		Net		USDA		Total		Projected		Projected		Projected		Projected	
	Access	In-Home	Other	Total	Local Match	Service Cost	Subsidy	Funding	HCCBG	Units	HCCBG	Reimbursement	HCCBG	Rate	Units	Clients	Units	Total
Congregate (180)			48000		5333	53333		53333										
HDM (020)			43000		4778	47778		47778										
Gen. Transp. (250)	19773				2197	21970		21970										
Med. Transp. (033)	2000				222	2222		2222										
Level I Personal Care (042)		50000			5556	55556		55556										
Senior Ctr. Oper. (170)			24587		2732	27319		27319										
Housing & Home Improvement (140)			10000		1111	11111		11111										
DSS																		
Personal Care (041)		40000			4444	44444		44444										
Total	21773	90000	125587	237360	26373	263733	0	263733	0	263733	0	0	0	0	0	0	0	0

Signature, Chairman, Board of Commissioners _____ Date _____



C-4

AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between C&J's Ambulette Non-Emergency Medical Transport, Inc, hereafter called "the Provider", and the Bertie County Council on Aging, hereafter called "the Contractor":

WITNESSETH:

WHEREAS the Provider is a corporate entity created for the purpose of meeting the Public Transportation needs in Bertie, Halifax, Pitt, and Northampton counties; and

WHEREAS the Contractor is desirous of the transportation services provided by the Provider; and

WHEREAS the Provider and the Contractor have negotiated the terms of understanding whereby the Provider agrees to provide the needed transportation services to the Contractor upon the compensation basis set forth below; and

WHEREAS the Provider and the Contractor acknowledge that it is in the best interest of each that they make and enter in this agreement.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and provisions set forth below, the receipt and sufficiency of which is hereby respectively acknowledged, the Provider and the Contractor agrees as follows:

1. **PERIOD**. The period of performance of this agreement shall begin on JULY 1, 2021 and shall terminate automatically on JUNE 30, 2022.
2. **PROVIDER'S RESPONSIBILITIES**
 - A. Provide transportation services for Older Americans 60 years of age and older, who reside in Bertie County, to the Nutrition Sites and to other destinations as specified by the Council on Aging.
 - B. Notify the Contractor immediately of emergencies that may interrupt the transportation schedule.
 - C. The provider serves the right to refuse transportation of a Contractor's client when it has been determined by the Provider that to do so would endanger the driver and other passengers being transported.
 - D. The Provider's liability shall end when passengers leave the Provider's vehicles.

- E. Maximize efforts to deliver Older Americans to the Aulander, Windsor, and Colerain Nutrition sites by 10:30am.
- F. Call the Nutrition Site no later than 11:00am if there will be a delay in delivering the participants on time.
- G. Provide special trips for the Contractor within the Provider's limitation. All trips must be requested at least one week prior to delivery date.
- H. Notify the Contractor immediately of any condition that affects the transportation schedule. When conditions, such as ice, and snow occur, the provider will make announcements through local radio stations concerning the transportation schedule.

3. CONTRACTOR'S RESPONSIBILITIES

- A. To fax or email names, addresses, destinations and changes in schedule to the Provider by 10:00am the day before transportation will be provided.
- B. The Contractor will notify the Provider of any cancellations by 4:00pm on the day before. Failure to meet this deadline will result in the Contractor being charged with one-way trips.
- C. Notify the Provider concerning holidays or closings at least one week in advance. Except in cases of emergencies the Provider shall be notified as soon as possible.
- D. Provide emergency information on all agency clients scheduled for transportation. Such information shall include parent or guardian's name and address, phone number, family physician and any special medical and/or physical conditions or special needs. Such information shall be kept in strict confidence by the Provider.
- E. The Contractor shall be responsible for arranging the caretakers once the Provider returns their clients to their destination.
- F. To reimburse the Provider at a rate of \$50.00 per round trip or \$25.00 per unit of service in agreement within 30 days of invoice.
- G. The Contractor will supply any special equipment needed by its clients.
- H. The Contractor will provide chaperones or escorts for any of its clients needing such services while such clients are being transported by the Provider.

I. Notify the Provider of any special trips needs at least one week in advance.

4. SPECIAL CONDITIONS

PROVIDER: The following holidays will be observed by the Provider in one-half day increments.

Independence Day	-	July 5, 2021
Labor Day	-	September 6, 2021
Thanksgiving Day	-	November 25, 26 2021
Christmas Day	-	December 24, 25, 2021
New Year's Day	-	January 1, 2022
Dr. King's Birthday	-	January 17, 2022
Easter	-	April 17, 2022
Memorial Day	-	May 30, 2022

In order to communicate with you during inclement weather conditions you may call (252) 484-5064 or (252-676-4909) to be able to hear our schedule. We will have announcements also on the WITN -7 NEWS and WRAL-5 NEWS.

If you should see (Inclement Weather Plan) this message means the Driver's do not operate and staff more than likely will have a delayed time.

5. COMPENSATION. The Contractor agrees to pay the Provider for the transportation services, upon invoice, at the following rates and terms.

\$25.00 per unit of serve (Unit of Service meaning one-way trip).

6. RELATIONSHIP. The Provider is an independent contractor and no employee – employer or agency relationship exists between the Provider and the Contractor. Drivers and other employees of the Provider are not subject to the control or supervision of the Contractor.

7. INDEMNITY. The Provider agrees to hold harmless and indemnify the Contractor, its officers, agents, and employees from and against any and all costs, liability, demands, claims, damage, and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, costs and reasonable legal fees), which may result from

the Provider's operation of its motor vehicles or its management of passengers who are boarding, riding or disembarking. The Provider shall provide the Contractor proof of insurance upon requests, as required in Paragraph 19 below.

8. **SAFETY POLICIES.** To ensure the safe transportation of passengers, the motor vehicle of the Provider shall be operated in a careful and prudent manner and in compliance with the motor vehicle and highways laws of the State of North Carolina. Each driver shall hold current North Carolina Driver's License issued by the Division of Motor Vehicles. The Provider maintains a state of safety policies for the protection of its passengers and drivers, a copy of which has been provided to the Contractor, and the Contractor agrees to use its best efforts to encourage passengers to honor these policies.
9. **EARLY TERMINATION.** This agreement may be terminated at any time with mutual consent of the Provider and the Contractor, and it may be terminated unilaterally by either party upon thirty days (30) days written notice to the other.
10. **AMENDMENTS.** This agreement may be amended or modified any time with the mutual consent of the Provider and the Contractor. Amendments shall be in writing and in an instrument or equal dignity with this agreement.
11. **COMMUNICATION.** The mailing address of the Provider is:

C&J's Ambulette Non-Emergency Medical Transport, Inc.
10689 US Highway 158
Littleton, NC 27850
Phone: (252) 629-2270
Phone: (252) 484-1301

The contact person is Corey Tabron (CEO) or Sandra Bass (HR Director)

The mailing address of the Contractor is: 103 West School Street, Windsor, NC 27983

12. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the State of North Carolina.
13. **CAPTIONS.** The captions in the agreement shall be only for the convenience only, and they shall not be interpreted to diminish or amplify the terms thereof.
14. **ENTIRE AGREEMENT.** These terms of this agreement constitute the entire agreement between the Provider and the Contractor, and there are no contemporaneous oral agreements contrary here to.

- 15. CHOICE OF LAWS.** This Agreement shall be deemed made in Bertie County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court in Bertie County, North Carolina.
- 16. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written approval of all parties.
- 17. BINDING EFFECT.** The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.
- 18. NON-WAIVER.** The failure of either party in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future right to insist upon the strict performance of the terms of this Agreement or to exercise any option.
- 19. INSURANCE.** Provider shall maintain at all times at its expense a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. Provider shall furnish to Contractor at its request a Certificate of Insurance showing the aforementioned coverage within 10 days of such request. Provider shall immediately notify Contractor of any cancellation or material changes to such insurance policy. Contractor may immediately terminate this Agreement if Provider breaches this provision.

IN WITNESS WHEREOF, the Provider, by its Board of Directors, and the Contractor, by its Board and by Authority duly given, here by execute this agreement this the 7th day of July, 2021.

C&J'S AMBULETTE NON-EMERGENCY MEDICAL TRANSPORT, INC.

BY _____

COUNTY OF BERTIE

BY _____



C-5



A RESOLUTION BY THE COUNTY OF BERTIE APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Bertie County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Bertie County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Bertie County authorizes the County Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 7th day of July, 2021.

Tammy Lee, Chair
Bertie County Board of Commissioners

ATTEST:

LaShonda Cartwright
Clerk to the Board

(SEAL)



C-6

BUDGET AMENDMENT

# 21-06				
	INCREASE			INCREASE
10-0011-4111-31	\$ 5,800		10-4140-5399-01	\$ 5,800
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
	INCREASE			INCREASE
10-0025-4586-51	\$ 10,000	MED TRAN	10-5860-5397-55	\$ 10,000
2020 CARES ACT - COA - MED TRAN (257)				
	INCREASE			INCREASE
10-0025-4417-01	\$ 35,980		10-4170-5399-10	\$ 35,980
HAVA GRANT - ELECTIONS - AMENDED ON 2/2/2021				
	INCREASE			INCREASE
10-0018-4233-06	\$ 85,000		10-6100-5694-98	\$ 85,000
INC PROJECTION OF ARTICLE 46 SALES TAX FOR BOTH REV/EXP				
	DECREASE			DECREASE
12-0025-4586-03	\$ 32,200	Eld & Disable	12-5380-5399-95	\$ 32,200
12-0025-4531-10	\$ 8,632	WF Tran Emp	12-5380-5399-94	\$ 8,632
REVISED BUDGET - ROAP NOT BUDGETED FOR THIS FISCAL YEAR				
	INCREASE			DECREASE
10-6100-5695-20	\$ 8,632		12-5380-5399-94	\$ 8,632
			12-0070-3981-10	\$ 8,632
			10-9800-5980-12	\$ 8,632
TRANSFER FUNDS FROM WF EMPLOYMENT TO RGP PER PHONE CALL WITH CPTA				
	INCREASE			INCREASE
10-0050-4852-13	\$ 25,790	Overtime	10-6360-5126-02	\$ 16,705
		Dept Supplies	10-6360-5290-02	\$ 9,085
FEMA REIMBURSEMENT FOR CORONAVIRUS RESPONSE - PW 209 (OVERTIME 1/10/21 - 2/13/21)				
APPROVED ___ / ___ /2021				

BUDGET AMENDMENT

		# 21-06		
	INCREASE		INCREASE	
10-0011-4111-31	\$ 5,800		10-4140-5399-01	\$ 5,800
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				

William Roberson

From: Jodie Rhea
Sent: Friday, June 25, 2021 9:19 AM
To: William Roberson
Subject: CTS

I have an invoice from C.T.S. for \$5,800.00

Jodie Rhea
Tax Administrator
Bertie County
252-794-6152
Jodi.rhea@bertie.nc.gov

BUDGET AMENDMENT

# 21-06				
	INCREASE			INCREASE
10-0025-4586-51	\$ 10,000	MED TRAN	10-5860-5397-55	\$ 10,000
2020 CARES ACT - COA - MED TRAN (257)				

Venita Thompson

From: Annette Eubanks <aeubanks@mideastcom.org>
Sent: Thursday, June 3, 2021 4:08 PM
To: Alicia Browning
Cc: Venita Thompson
Subject: [External]

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Alicia,

You need to enter units for meals and transportation under CARES and FF for May prior to utilizing HCCBG allocations. The right column is what needs to be expended.

CARES Congregate 188	\$18,569.00	\$11,134.00	\$0.00	7435
CARES HDM 028	\$22,564.00	\$9,330.00	\$0.00	13234
FF Congregate meals 187	\$7,818.00	\$7,807.00	\$11.00	11
FF Home Del Meals 026	\$15,637.00	\$15,532.00	\$105.00	105
* Med Tran 257	\$10,000.00	\$0.00	\$0.00	10000 *

Annette Eubanks

Aging Program Director
Mid-East Commission Area Agency on Aging
(252) 974-1835 office (252) 946-5489 fax



Mid-East Commission Area Agency on Aging

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

BUDGET AMENDMENT

		# 21-06		
		INCREASE		
10-0025-4417-01	\$	35,980	10-4170-5399-10	\$ 35,980
HAVA GRANT - ELECTIONS - AMENDED ON 2/2/2021				

From: Sheila Holloman
Sent: Friday, May 7, 2021 11:23 AM
To: William Roberson
Subject: FW: HAVA Grant
Attachments: Bertie Amended HAVA Notice.pdf; Numbered Memo 2019-04_Voting Systems Certification.pdf; Letter to accompany HAVA 2020 Grants FINAL.pdf

William,

I thought I had copied you on this email. The total HAVA grant is 45,980. (\$10,000 plus an additional \$35,980) We have to submit invoices for reimbursement. I am putting in the requisition for I-Max security today.

Sheila Holloman

Director
Bertie County Board of Elections
PO Box 312
Windsor, NC 27983
E-mail: elections@bertie.nc.gov (NEW email)
Ph: 252.794.5306
Fax: 252.794.5368

From: Sheila Holloman
Sent: Friday, February 26, 2021 4:28 PM
To: Juan Vaughan II <juan.vaughan@bertie.nc.gov>
Subject: HAVA Grant

Mr. Vaughan,
Here is the information we discussed. The remaining balance is \$45,980.

Sheila Holloman

Director
Bertie County Board of Elections
PO Box 312
Windsor, NC 27983
E-mail: elections@bertie.nc.gov (NEW email)
Ph: 252.794.5306
Fax: 252.794.5368



NORTH CAROLINA

STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27255,
Raleigh, NC 27611
(919) 814-0700 or
(866) 522-4723
Fax: (919) 715-0135

TO: County Boards of Election
RE: Considerations for Expending 2020 Help America Vote Act (HAVA) Grant Funds
DATE: January 29, 2021

Session Law 2020-17 designated \$9,616,929 in nonrecurring funds to county boards of elections and entitled each county a minimum of \$10,000 and no more than \$250,000. The General Assembly further stipulated that in reimbursement of these funds, counties must certify that HAVA funds will not be used to supplant county funds. Use of the funds must adhere to the categories and permissible purposes established by the U.S. Elections Assistance Commission and the federal standards set by the Congressional grant authorization.

While we considered an application process to receive additional funds above \$10,000 (not to exceed \$250,000), we were concerned that this would not be a fair and equitable decision-making process and would limit a county's ability to address its specific needs. Similar to the criteria used by the General Assembly to award CARES Act funds, we have calculated each county's award based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters. Through this formulary, we aim to give the decision making to you directly since you know your county's needs best. The session law appropriating these funds requires the counties to seek reimbursement from the State Board for eligible expenses. The attached FAQ document explains the reimbursement process, which is the same as CARES Act reimbursement processes.

As you determine the needs of your county, please be mindful that at present time no additional funds have been authorized by Congress or the General Assembly. This means it is important to prioritize and effectively address multiple needs. While many counties may consider voting equipment to be a top priority, the designation of elections as critical infrastructure means it is also our duty to place even greater emphasis on both physical and cyber security than ever before. Please review any assessments conducted by the Department of Homeland Security or the National Guard and consider applying HAVA funds to remedy identified issues or areas of concern. Ideally, counties have designated capital funds to purchase voting equipment since there has been no federal or state commitment of funds for this purpose since the initial statewide procurement in 2006. Bottomline – please spend your funds wisely as we are not guaranteed additional funds in the near future.

Please carefully review the additional documents provided with this letter. If you have questions or concerns, please reach out to Amy Strange, COO; Neil Baddour, Voting Systems Certification Manager; or me.

Thank you for all you do,

Karen Brinson Bell
Executive Director

**NOTICE OF SUBGRANT -2020 HAVA Funds - NC
Amended February 2, 2021**

Subgrantee:	<i>Bertie County Board of Elections</i>
CFDA Number: 90.404 Agreement Number: NC20101001-008	Budget Period: 7/1/2020 – 6/30/2021
Funds Description	
This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, Sec. 11.2(a), of \$11,677,441 of federal and \$2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.	
Funding Information	
Description	Amount
Allocated funding based on percentage of voter registration within Department of Commerce Tier as of 1/9/ 2021	\$45,980
Reimbursements as of 1/27/2021	\$0
Remaining Balance of Allocation after reimbursements paid as of 1/27/2021	\$4,5980
Permissible Uses	
<p>Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including:</p> <ul style="list-style-type: none"> • Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements • Educating voters concerning voting procedures, voting rights, and voting technology. • Training election officials, poll workers, and election volunteers. • Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes. • Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language. • Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information. • Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections. 	
Grant Administration	
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).	

BUDGET AMENDMENT

# 21-06				
	INCREASE			INCREASE
10-0018-4233-06	\$	85,000	10-6100-5694-98	\$ 85,000
INC PROJECTION OF ARTICLE 46 SALES TAX FOR BOTH REV/EXP				

20-21 SALES TAX DISTRIBUTION

ARTICLE	39	40	42	44	44*524	46	TOTAL
August-20	\$ 44,329.24	\$ 110,200.55	\$ 48,384.62	\$ -	\$ 63,446.55	\$ 22,822.29	\$ 289,183.25
September-20	\$ 37,539.63	\$ 100,002.99	\$ 43,130.28	\$ -	\$ 63,239.03	\$ 21,495.50	\$ 265,407.43
October-20	\$ 39,094.62	\$ 105,942.62	\$ 45,439.98	\$ -	\$ 63,239.03	\$ 22,098.73	\$ 275,814.98
November-20	\$ 24,876.84	\$ 103,757.44	\$ 38,264.33	\$ -	\$ 63,239.03	\$ 23,825.87	\$ 253,963.51
December-20	\$ 44,491.28	\$ 108,446.76	\$ 48,449.22	\$ -	\$ 63,237.75	\$ 24,188.07	\$ 288,813.08
January-21	\$ 48,618.67	\$ 123,570.61	\$ 54,010.14	\$ -	\$ 63,237.75	\$ 27,831.40	\$ 317,268.57
February-21	\$ 43,642.10	\$ 104,293.59	\$ 47,211.40	\$ -	\$ 63,237.75	\$ 22,687.22	\$ 281,072.06
March-21	\$ 41,845.25	\$ 87,099.97	\$ 42,025.88	\$ -	\$ 63,237.75	\$ 21,377.62	\$ 255,586.47
April-21	\$ 42,690.31	\$ 124,935.28	\$ 51,099.27	\$ 20.65	\$ 63,237.75	\$ 27,739.36	\$ 309,722.62
May-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July-21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 367,127.94	\$ 968,249.81	\$ 418,015.12	\$ 20.65	\$ 569,352.39	\$ 214,066.06	\$ 2,536,831.97
						285421.4133	

BUDGET AMENDMENT

		# 21-06			
		DECREASE			DECREASE
12-0025-4586-03	\$	32,200	Eld & Disable	12-5380-5399-95	\$ 32,200
12-0025-4531-10	\$	8,632	WF Tran Emp	12-5380-5399-94	\$ 8,632
REVISED BUDGET - ROAP NOT BUDGETED FOR THIS FISCAL YEAR					

BUDGET AMENDMENT

21-06

	INCREASE		DECREASE
10-6100-5695-20	\$ 8,632		12-5380-5399-94 \$ 8,632
			12-0070-3981-10 \$ 8,632
			10-9800-5980-12 \$ 8,632
TRANSFER FUNDS FROM WF EMPLOYMENT TO RGP PER PHONE CALL WITH CPTA			

BUDGET AMENDMENT

# 21-06				
	INCREASE			INCREASE
10-0050-4852-13	\$ 25,790	Overtime	10-6360-5126-02	\$ 16,705
		Dept Supplies	10-6360-5290-02	\$ 9,085
FEMA REIMBURSEMENT FOR CORONAVIRUS RESPONSE - PW 209				
(OVERTIME 1/10/21 - 2/13/21)				



STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 P.O. BOX 530
 4220 MSC
 RALEIGH, NORTH CAROLINA 27699-4220

NO. 973200

Payable at Par through Federal Reserve System
 State Treasurer, Raleigh, NC

Valid After One Year

PAY ENTITY
 19PR

Date
 08/03/21

AMOUNT
 \$*****25,789.59

PAY Twenty five thousand seven hundred and eighty nine and 59/100 dollars

TO THE ORDER OF

COUNTY OF BERTIE
 P O BOX 530
 WINDSOR NC 27983

Jana Williams Brown

AUTHORIZED SIGNATURE

⑈000973200⑈ ⑆053110594⑆ 7⑈000⑈073⑈

19PR

STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 4220 MSC RALEIGH, NORTH CAROLINA 27699-4220

NO. 973200

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
05/13/21	13037		060321-9497	\$25,789.59		\$25,789.59
B2133	COVID-19	PW/PROJECT: #209				
TOTALS				\$25,789.59	\$0.00	\$25,789.59

From: emgrants.nc.gov <no-reply@emgrants.com>
Sent: Wednesday, May 12, 2021 10:33 AM
To: William Roberson
Cc: Beck, Ann; Harrison, Michele (NCEM); Mitch Cooper; Victoria Hoggard
Subject: [External] Project Version Applicant Notification

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Dear William Roberson,

Project #209 – 0 for 4487 COVID-19 has recently been awarded to Bertie, County Of by FEMA.

Your project has been approved by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security (DHS) with reference to CDHA 97.036 - Disaster Grants – Public Assistance (for Presidentially Declared Disasters). Please note that this summary includes the approved amount for the project and any administrative or management costs. To view this information in more detail, navigate to the Project Version by clicking on this link: <http://emgrants.nc.gov/app/#65789>

Please review the obligation details below:

Applicant Name: Bertie, County Of
Applicant FIPS: 015-99015-00
Project Number: #209
Project Title: Vaccine Clinics
Project Category: B - Emergency Protective Measures
Total Eligible Amount: \$25,789.59

Duplication of Benefits - It is required by FEMA that you avoid any duplication of benefits (DOB) for all project work that has been or will be completed. Please track funding you receive – i.e. insurance, other federal grants, bank loans, or gifts – that could appear to co-mingle with the funding you have or will receive from FEMA for this project. Please communicate additional funding or potential DOB issues regarding your project to your NCEM PA Grants Manager.

Special Considerations – Both large and small projects may be reviewed by FEMA for Special Considerations, which includes insurance (NFIP requirements and actual or anticipated insurance funds), Environmental and Historic Preservation (EHP), and Hazard Mitigation funding for Public Assistance projects (406 Mitigation).

Payments for FEMA PA Projects - Small projects are paid on estimate after FEMA has obligated the funding. Large projects will be reimbursed on actual documented expenditures. Prior to the completion of any large project, the payments will be reimbursed to you up to 75% of the obligated Project Cost. The final 25% of the total obligated project cost will be paid following a final inspection when the project is complete. You must request a final inspection from NCEM PA. If you have signed off on a fixed-cost offer with FEMA for a project, then a new scope of work or cost change will not be considered by FEMA.

Requesting a Payment from NCEM - Reimbursement requests (RFRs) are required for all large projects in order for payments to be authorized and submitted to the state's fiscal team. Clear and concise backup documentation that justifies all costs must accompany these requests. Reimbursement Requests must be submitted after logging in to <https://emgrants.nc.gov> then by clicking on the "Submit Reimbursement Request" button located on the profile screen for Bertie, County Of.

Administrative Costs - For certain disasters, both direct and indirect administrative costs can be reimbursed based on supporting documentation provided by Bertie, County Of. Contact your NCEM PA Grants Manager for more information on recouping these costs. Contact info linked below. These supported costs are defined by FEMA as Category Z projects.

Quarterly Reporting Requirements - Pursuant to Title 44 of the Code of Federal Regulations (CFR) Section 13.40, the North Carolina Division of Emergency Management (NCEM) is required to submit progress reports to the Federal Emergency Management Agency for every disaster assistance grant. Accordingly, each disaster assistance applicant (subrecipient) must submit monthly progress reports for all open, large project grants, and all small and large Category Z project grants to NCEM's Public Assistance staff.

The first Quarterly Progress Report for large, open project grants will be due on the 10th day of the quarter following the date of FEMA's funding obligation for a project. Quarterly Progress Reports must be submitting using <https://emgrants.nc.gov>. Please see <https://emgrants.nc.gov/site/resources.cfm> for a video or step-by-step instruction to submit Quarterly Progress Reports, or contact your NCEM PA Grants Manager.

Note: Large projects for each disaster declaration may have different cost thresholds and work completion timelines. See <https://emgrants.nc.gov/site/resources.cfm> for specific information on cost thresholds. If you need a time extension request, please submit this request using <https://emgrants.nc.gov> at the particular project level.

Insurance Requirements - FEMA deems insurance as a primary funding source for damaged facilities. FEMA Public Assistance may require subrecipients to obtain and maintain (O&M) insurance to protect against future losses. The insurance coverage for an eligible facility that has been damaged must equal at least the amount of the eligible damage. If a subrecipient does not obtain and maintain necessary insurance, FEMA Public Assistance will not provide assistance for that facility in future disasters. Reference 44 CFR 206.253 (f). If FEMA has required the subrecipient to obtain and maintain insurance in the past, and the O&M has not occurred for a facility, FEMA PA may de-obligate funds for that project. Two circumstances do not require O&M: 1) Eligible damage is less than \$5,000.00 and/or the damaged facility is a temporary facility (Category B).

Communicating Insurance Coverage - Please provide information concerning insurance settlements for your project(s) as soon as possible when applicable to any FEMA PA project so that we may process your funding. Only uninsured losses for eligible work may receive funding. You will need to upload relevant insurance information for your project(s) into <https://emgrants.nc.gov> for NCEM PA's review and archival.

Appealing FEMA Decisions - As the subrecipient of FEMA PA funds, you have the right to appeal through the Recipient by notifying and working in conjunction with the NCEM Public Assistance program. Be advised, you are required to present your appeal within 60 days from receipt of a notice of an action or decision, usually referred to as a determination memo submitted in the FEMA Grants Portal. Information on appeals is referenced in the FEMA Public Assistance Program and Policy Guide and in 2 CFR §206.606. Appeals must be submitted to NCEM's Public Assistance team using <https://emgrants.nc.gov>

Completing FEMA-funded Work - You are required to complete work for each project as defined in FEMA's approved scope of work and obligated costs. Please comply with all necessary project management procedures to ensure that the obligated funds for a project are expended in a timely manner. Time extension requests for eligible projects must be submitted to NCEM's Public Assistance team using <https://emgrants.nc.gov>

Tracking Time-Sensitive Requests - As the system of record for NCEM, you may track the progress of your time extension requests, appeal or arbitration requests, scope of work changes, and payment statuses using EMGrants. Track your activities and payment statuses by logging in to <https://emgrants.nc.gov>. You can also view guidance on performing specific tasks or request reimbursement are in the EMGrants Resources link below.

All accounting records should be maintained for three (3) years following closeout of your disaster file. In addition, all projects are subject to audit by the FEMA Office of Inspector General as well as by state auditors. For easy access to FEMA and NCEM Public Assistance policy guides, large project threshold amounts (requiring supporting documentation), and guidance for submitting payment requests or other time-sensitive actions, please visit <https://emgrants.nc.gov/site/resources.cfm>

For assistance about any item within this obligation notification, please be in touch with your NCEM PA Grants Manager or other staff, located here: [NCEM-PA-Team-Map-Contacts](#)

Sincerely,

Dorothy Henderson-Bell
Public Assistance Manager

Note: If you do not yet have access to emgrants.nc.gov please proceed to submit an Access Request by clicking on this link: <https://emgrants.nc.gov/site/register.cfm>



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: July 7, 2021

SECTION: Discussion (D-1 to D-5)

DEPARTMENT: Governing Body

TOPIC(S):

1. Consideration of Resolution Authorizing the Bertie County Fire Inspector to Issue Permits for Pyrotechnics
2. Discussion of Expanding ABC Board
3. Confirm Date for Blue Jay Recreation Center Ribbon Cutting
4. Confirm Locations of Work Sessions scheduled for 8/2/21 & 10/4/21 and Regular Meetings on 8/16/21 & 10/18/21
5. Discussion of Strategic Initiative Line Item & Maintenance of Bertie Beach

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): --

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



D-1

**RESOLUTION AUTHORIZING THE BERTIE COUNTY FIRE INSPECTOR
TO ISSUE PERMITS FOR PYROTECHNICS**

WITNESSETH, that whereas:

A. Bertie County is a body politic organized and existing under the laws of the State of North Carolina;

B. The Fire Inspector is an employee of or contractor for Bertie County, North Carolina;

C. Effective February 1, 2010, the manufacturing, sale and usage of pyrotechnics has been specifically regulated under the 2010 North Carolina Pyrotechnics Act, which is embodied in N.C.G.S. §14-410 et seq;

D. Pursuant to N.C.G.S. §14-410(a1)(3) for the purpose of enforcing the provisions of N.C.G.S. Chapter 14, Article 54 entitled "Sale etc. Of Pyrotechnics", it shall be permissible for pyrotechnics to be exhibited, used, handled, manufactured or discharged within the State, provided the display operator has secured written authority under G.S. 14-413; and

E. Pursuant to N.C.G.S. §14-413(a1), the board of county commissioners may issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the jurisdiction of the County and its municipalities for use in connection with the conduct of concerts or public exhibitions.

NOW THEREFORE. BE IT RESOLVED THAT:

1. Pursuant to N.C.G.S. §14-410 and §14-413 the Bertie County Board of Commissioners hereby grants the authority to the Bertie County Fire Inspector to issue permits pursuant to the provisions of N.C.G.S. Chapter 14, Article 54 for pyrotechnics to be exhibited, used, or discharged for use in connection with the conduct of concerts or public exhibitions.

2. This Resolution shall remain in effect until withdrawn by the Bertie County Board of Commissioners adopting a subsequent Resolution withdrawing this authority.

Said Resolution was introduced by Commissioner _____ and seconded by Commissioner _____ and unanimously adopted,

This the 7th day of July, 2021.

Tammy Lee, Chairwoman
Bertie County Board of Commissioners

Attest:

Lashonda Cartwright, Clerk
Bertie County Board of Commissioners



D-2

Article 7.

Local ABC Boards.

§ 18B-700. Appointment and organization of local ABC boards.

(a) **Membership.** - A local ABC board shall consist of three or five members appointed for three-year terms unless the board is a board for a merged ABC system under G.S. 18B-703 and a different size membership has been provided for as part of the negotiated merger. If the board is a three-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. If the board is a five-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, two members for two-year terms, and two members for one-year terms. As the terms of initial board members expire, their successors shall each be appointed for three-year terms. If a board is initially a three-member board and the appointing authority determines a five-member board is preferable, the terms of the two new members shall be for three years. If a local board has five members and the appointing authority determines a three-member board is preferable, the appointing authority shall not reduce the size of the board except upon the expiration of a member's term and only with the approval of the Commission. The appointing authority shall designate one member of the local board as chairman.

(a1) **Mission.** - The mission of local ABC boards and their employees shall be to serve their localities responsibly by controlling the sale of spirituous liquor and promoting customer-friendly, modern, and efficient stores.

(b) **City Boards.** - City ABC board members shall be appointed by the city governing body, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c) **County Boards.** - County ABC board members shall be appointed by the board of county commissioners, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c1) **Limit on Creation of New Boards.** - Notwithstanding any provision of law to the contrary, no new local board may be created in any county where a local board operates an ABC store. If a jurisdiction holds an ABC store election under G.S. 18B-602(g), the establishment of ABC stores is approved, and the jurisdiction is located in a county where a local board is already in operation, the jurisdiction that held the election shall enter into an agreement with an existing local board to create a merged local board in accordance with G.S. 18B-703. Nothing in this subsection shall be construed as prohibiting a local board from serving multiple cities, counties, or cities and counties.

(d) **Qualifications.** - The appointing authority shall appoint members of a local board on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character.

(e) Vacancy. - A vacancy on a local board shall be filled by the appointing authority for the remainder of the unexpired term. If the chairman's seat becomes vacant, the appointing authority may designate either the new member or an existing member of the local board to complete the chairman's term.

(f) Removal. - A member of a local board may be removed for cause at any time by the appointing authority. Local board members are subject to the removal provisions of G.S. 18B-202.

(g) Compensation of Board Members. - A local board member shall receive compensation in an amount not to exceed one hundred fifty dollars (\$150.00) per board meeting unless a different level of monetary compensation is approved by the appointing authority. If a different level is approved by the appointing authority, the appointing authority shall notify the Commission of the approved level of compensation in writing. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. No local board member shall receive any nonmonetary compensation or benefits unless specifically authorized by this section.

(g1) **(See Editor's note for applicability)** Compensation of General Managers of Local Boards. - The salary authorized for the general manager, as defined in G.S. 18B-101, of a local board shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority. The local board shall provide the appointing authority's written confirmation of such approval to the Commission. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. The general manager of a local board may receive any other benefits to which all employees of the local board are entitled. The salary authorized for other employees of a local board may not exceed that of the general manager.

(g2) Travel Allowance and Per Diem Rates. - Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval.

(h) Conflict of Interest. - The provisions of G.S. 18B-201 shall apply to local board members and employees.

(i) Bond. - Each local board member and the employees designated as the general manager and finance officer of the local board shall be bonded in an amount not less than fifty thousand dollars (\$50,000) secured by a corporate surety, for the faithful performance of his duties. A public employees' blanket position bond in the required amount satisfies the requirements of this subsection. The bond shall be payable to the local board and shall be approved by the appointing authority for the local board. The appointing authority may increase the amount of the bond required for any member or employee who handles board funds.

(j) Limited Liability. - A person serving as a member of a local ABC board shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of his official duties;
 - (2) Was not acting in good faith;
 - (3) Committed gross negligence or willful or wanton misconduct that resulted in the damage or injury;
 - (4) Derived an improper personal financial benefit from the transaction;
- or
- (5) Incurred the liability from the operation of a motor vehicle.

The immunity in this subsection is personal to the members of local ABC boards, and does not immunize the local ABC board for liability for the acts or omissions of the members of the local ABC board.

(k) **(See Editor's note for applicability)** Nepotism. - Members of an immediate family shall not be employed within the local board if such employment will result in one member of the immediate family supervising another member of the immediate family, or if one member of the immediate family will occupy a position which has influence over another member's employment, promotion, salary administration, or other related management or personnel considerations. This subsection applies to local board members and employees.

For the purpose of this subsection, the term "immediate family" includes wife, husband, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandson, and granddaughter. Also included are the step-, half-, and in-law relationships. It also includes other people living in the same household, who share a relationship comparable to immediate family members, if either occupies a position which requires influence over the other's employment, promotion, salary administration, or other related management or personnel considerations.

(l) Local Acts. - Notwithstanding the provisions of any local act, this section applies to all local boards. (1981, c. 412, s. 2; c. 747, s. 50; 1981 (Reg. Sess., 1982), c. 1262, s. 10; 1989, c. 800, s. 19; 2010-122, ss. 9-16; 2019-182, s. 16(b).)

§ 18B-701. Powers and duties of local ABC boards.

- (a) Powers. - A local board shall have authority to do all of the following:
- (1) Buy, sell, transport, and possess alcoholic beverages as necessary for the operation of its ABC stores. If a local board provides delivery of spirituous liquor to a mixed beverages permittee, the local board may use its employees or contract with an independent contractor and may charge a fee to the permittee. A mixed beverage permittee may contract with an independent contractor to provide delivery of spirituous liquor from an ABC board's store or warehouse to the permittee's premises.
 - (2) Adopt rules for its ABC system, subject to the approval of the Commission.
 - (3) Hire and fire employees for the ABC system.
 - (4) Designate one employee as manager of the ABC system and determine his responsibilities.
 - (5) Require bonds of employees as provided in the rules of the Commission.
 - (6) Operate ABC stores as provided in Article 8.
 - (7) Issue purchase-transportation permits as provided in Article 4.
 - (8) Employ local ABC officers or make other provision for enforcement of ABC laws as provided in Article 5.
 - (9) Borrow money as provided in G.S. 18B-702.
 - (10) Buy and lease real and personal property, and receive property devised or given, as necessary for the operation of the ABC system.
 - (11) Invest surplus funds as provided in G.S. 18B-702.
 - (12) Dispose of property in the same manner as a city council may under Article 12 of Chapter 160A of the General Statutes.
 - (13) Perform any other activity authorized or required by the ABC law.

(b) Duties. - A local board shall have the duty to comply with all rules adopted by the Commission pursuant to this Chapter and meet all standards for performance and training established by the Commission pursuant to G.S. 18B-203(a)(20) and (21). Failure to comply with Commission rules shall be cause for removal. (1937, c. 49, ss. 10, 12; cc. 411, 431; 1939, c. 98; 1957, cc. 1006, 1334; 1963, c. 1119, s. 2; 1967, c. 1178; 1969, cc. 118, 902; 1971, c. 872, s. 1; 1973, cc. 85, 185; c. 1000, ss. 1, 2; 1977, c. 618; 1979, c. 467, s. 20; c. 617; 1981, c. 412, s. 2; 2010-122, s. 17; 2011-284, s. 13; 2019-182, s. 25(a).)