



Youngsville ABC Board
P. O. Box 387
101 N College Street
Youngsville, NC 27596
(919) 556-3590
ABCStore@townofyoungsville.org

**AGENDA
REGULAR MEETING
MAY 18, 2021
9:00AM**

**YOUNGSVILLE TOWN HALL CONFERENCE ROOM
(TELECONFERENCE AND WEB CONFERENCE WILL BE AVAILABLE)
134 US 1A SOUTH**

If joining via Microsoft Teams, use the following link:
tinyurl.com/ABC-2021-05-18

If joining via phone, use the following dial-in info:
Phone Number: **872-240-8002**
Conference code: **231 861 773#**

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. ETHICS STATEMENT

In accordance with G.S. 18B-201, it is the duty of every Board Member to avoid both conflicts of interest and appearances of conflicts. Does any member have any known conflict of interest or appearance of conflict with respect to any matters coming before the Board today? If so, please identify the conflict or appearance of conflict and refrain from any undue participation in the particular matter involved.

4. CITIZEN'S COMMENTS
5. FINANCIAL REPORT
6. CONSENT AGENDA

A. MINUTES FROM THE ABC BOARD REGULAR MEETING – APRIL 20, 2021

ACTION REQUESTED: APPROVE CONSENT AGENDA

7. OLD BUSINESS

A. UPDATE ON RENOVATION AND RELOCATION OF THE ABC STORE

B. CONTINUE DISCUSSION OF THE PROPOSED RULES OF CONDUCT POLICY

ACTION REQUESTED: ADOPT POLICY AS PROPOSED



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8. NEW BUSINESS

- A. RESOLUTION TO ENTER A LINE OF CREDIT CONTRACT TO FUND NEW STORE OPENING PROJECT

ACTION REQUESTED: ADOPT RESOLUTION

- B. PRESENTATION OF UPDATED CONTRACT BETWEEN THE YOUNGSVILLE ABC BOARD AND THE TOWN OF YOUNGSVILLE

ACTION REQUESTED: APPROVE CONTRACT AS PROPOSED

- C. APPOINT KARI PATTON-MOTLUCK AS FINANCE OFFICER TO THE ABC BOARD

ACTION REQUESTED: APPOINT PATTON-MOTLUCK AS FINANCE OFFICER

- D. RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE BUDGET AMENDMENTS BETWEEN BUDGET LINES AND FROM APPROPRIATED CONTINGENCY FUNDS

ACTION REQUESTED: ADOPT RESOLUTION

- E. RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE CONTRACTS UP TO THE STATE INFORMAL BIDDING THRESHOLD

ACTION REQUESTED: ADOPT RESOLUTION

- F. SUBMISSION OF FYE 2022 PROPOSED BUDGET AND BUDGET MESSAGE

ACTION REQUESTED: SCHEDULE PUBLIC HEARING ON FYE 2022 BUDGET FOR JUNE 15, 2021 AT 9AM

- G. DISCUSSION ON PROPOSED EMPLOYEE BONUSES CONTINGENT ON SALES REACHING \$2,000,000

ACTION REQUESTED: APPROVE \$200 EMPLOYEE BONUSES CONTINGENT ON SALES REACHING \$2,000,000

9. REPORTS AND OTHER BUSINESS

- A. COVID – 19 UPDATE / DISCUSSION
B. CHAIRMAN
C. MEMBERS
D. FINANCE OFFICER
E. GENERAL MANAGER
F. CLERK



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G. TOWN ADMINISTRATOR

10. CLOSED SESSION - NONE

11. ADJOURN

This is a public meeting and is subject to North Carolina open meetings and public records law. To preserve the public record and increase transparency, video and audio recordings are performed at all public meetings. Please note these recordings, the clerk's detailed minutes of all meetings, and any documents reviewed during meetings are public domain and may be disclosed to third parties.



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

ELECTRONIC MEETING NOTICE

Please be advised the **May 18, 2021** meeting of the **Youngsville ABC Board** will be held electronically. Consequently, public participation in this meeting will be via electronic means only. Immediately below is the electronic meeting information.

If joining via Microsoft Teams, use the following link:

tinyurl.com/ABC-2021-05-18

If joining via phone, use the following dial-in info:

Phone Number: **872-240-8002**

Conference code: **231 861 773#**

If the meeting agenda includes a public comment period and / or public hearing, interested persons may participate via telephone. All persons requesting to speak during a public comment period or public hearing *must* register in advance before 12:00 pm on the day prior to the meeting by calling town hall at **919-925-3401** or by visiting the following website.

tinyurl.com/youngsville-comment

When requesting to register for a public comment period or public hearing, persons *must* provide their name, physical address, comment topic, and the phone number used to dial-in to the electronic meeting.

Registered persons will be recognized for comments in the order registered. The time limit for each speaker shall be five minutes, with a total time limit set aside for public comments of 30 minutes. Additional time may be allotted at the board's discretion.

Written public comments will also be accepted via U.S. Mail, customerservice@townofyoungsville.org, and in-person at town hall (via the town's drop box) until 24 hours after the public comment period and / or public hearing. To conserve time, these written comments will not be read aloud during meetings. Instead, they will be provided to board members for consideration and will become a part of official meeting minutes and the public record.

Full meeting agendas may be downloaded via the town's website (townofyoungsville.org) by clicking on the "**Government**" link near the top-center of the home page.



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MINUTES

APRIL 20, 2021
9:00 AM

REGULAR MEETING

YOUNGSVILLE TOWN HALL CONFERENCE ROOM

134 US 1A SOUTH

(Teleconference and Web Conference was available)

Chairman Houser called the Board Meeting of the Town of Youngsville ABC Board to order at 9:01am. In attendance was Chairman Rick Houser, Members Kirk David, Lila Hedlund, and Mason Hurt. Also, in attendance was ABC System General Manger Bridget Stanley, Town Administrator Phillip Cordeiro, Finance Officer Jaclyn Patterson (teleconference) and Town Clerk Emily Hurd.

The first item was to approve the agenda.

MOTION: TO APPROVE THE AGENDA AS SUBMITTED

The motion was made by Member Hedlund and was seconded by Member David. The motion passed unanimously.

The next item on the agenda was to swear in newly appointed Member Mason Hurt. Town Clerk Hurd swore in Member Hurt.

Chairman Houser went over the Ethics Statement.

In accordance with G.S. 18B-201, it is the duty of every Board Member to avoid both conflicts of interest and appearances of conflicts. Does any member have any known conflict of interest or appearance of conflict with respect to any matters coming before the Board today? If so, please identify the conflict or appearance of conflict and refrain from any undue participation in the particular matter involved.



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Chairman Houser stated he would recuse himself during the discussion and vote on the proposal for installment financing. As he would leave the room, Member David would lead the ABC Board Meeting during his absence. There were no other conflicts of interest or appearances of conflicts.

The next item on the agenda was Citizens' Comments. There were no comments.

Stanley polled those on teleconference and Hurd stated no one had registered to speak.

The next item on the agenda was the approval of the Consent Agenda. The Consent Agenda included Minutes from the ABC Board Regular Meeting on March 16, 2021.

MOTION: TO APPROVE THE CONSENT AGENDA

The motion was made by Member David and was seconded by Member Hedlund. The motion passed unanimously.

The next item on the agenda was Old Business. The first item under Old Business was an update on the renovation and relocation of the ABC Store. Chairman Houser noted they continue to make progress. He explained they ran into a building code matter regarding fire exits that they are working to resolve. Once that has been resolved, they will be able to get the building permit. Chairman Houser noted Mr. Turner has already ordered the fixtures but there were some concerns about the delivery being delayed. He stated Mr. Turner was doing the best he could during the pandemic and Stanley agreed he was doing a great job.

Chairman Houser noted the new POS software is in place and Stanley continues to work with the Town regarding the sign ordinance. Stanley noted they were waiting on the update for the emergency exit to complete the construction drawings, which she hoped to have later in the day. She showed the ABC Board samples of the flooring, paint colors, and countertops that she has chosen for the new store. Stanley explained the back display area will have a front porch style with two posts topped with a pergola awning, siding, and porch lights. She showed a beadboard backing that will be painted for the back of the shelving units.

Stanley explained the ABC Board has paid for a Text Amendment with the Town's Planning Department. The request will go before the Planning Board on May 4th and the Town Board on May 13th. The request asks for the ordinance to allow for 1.5 square feet



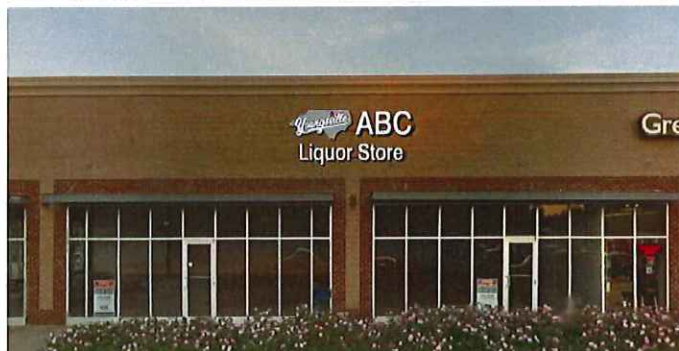
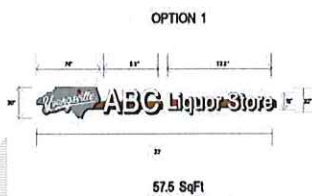
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per linear foot of store frontage. This will allow the ABC Store to have the sign Stanley previously presented from Mercury Signs. Stanley stated Mercury Signs would need four weeks from order to installation.

Chairman Houser noted they had previously tabled the approval of the sign. Cordeiro explained the motion could include approval contingent upon the approval of the Text Amendment by the Town.

Stanley stated she continues securing product for the new store and has been getting the word out for their Grand Opening on July 1st. Chairman Houser felt they could do a “coming soon” sign for the new location and Cordeiro recommended meeting with the Town Planner regarding temporary signage.

The second item under Old Business was to continue the discussion of an agreement with Mercury Signs to procure installation of proposed ABC Store signage. Stanley showed the proposed signage to the ABC Board.





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Stanley explained the sign would be illuminated with channel-lit letters. She noted the logo would be lit from inside the box. Stanley stated they already had approval of the signage from the NC ABC Commission and the landlord. She noted Youngsville would be the only ABC Store in the state that has their logo in the sign.

MOTION: APPROVE CONTRACT WITH MERCURY SIGNS FOR OPTION #1 CONTINGENT ON APPROVAL FROM THE TOWN OF YOUNGSVILLE ON THE REQUESTED TEXT AMENDMENT

The motion was made by Member Hurt and was seconded by Member Hedlund. The motion passed unanimously. When asked, Stanley noted the cost of the sign was included in the approved Capital Budget.

The third item under Old Business was the presentation of proposals for installment financing in an amount not to exceed \$200,000 in relation to opening a new ABC Store. Chairman Houser recused himself from the discussion and vote then left the room.

Stanley explained Requests for Proposals (RFP) were sent to First Citizens Bank, Union Bank and Trust, and Benchmark Community Bank. They were requesting proposals for \$200,000 revolving line of credit. Both Benchmark and Union Bank came back with similar proposals, but First Citizens Bank was out of our range. Both Union Bank and Benchmark were also requested deposit services to get the best possible rates. During discussions and negotiations, Benchmark came back with a lower rate and have the best level of service. Based on the information received, Stanley recommended Benchmark for their line of credit services. Stanley stated Benchmark was offering a twelve-month term, renewable annually. She stated Benchmark stood out as they did not charge any fees.



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4/7/2021

Bridget Stanley, ABC Systems General Manager
 Youngsville Board of Alcoholic Beverage Control
 Post Office Box 387
 Youngsville, North Carolina 27596

Via Email: bstanley@youngsville.org

Dear Bridget:

Benchmark Community Bank is pleased to offer this commitment to make the following loan to the Youngsville Board of Alcoholic Beverage Control. This letter is an outline of the major points of understanding which the basis of the final loan documentation shall be and will survive the funding of this loan. These terms and conditions set forth herein are to become a binding, legal obligation, and furthermore such terms and conditions will become a part of the note and other Bank documents that will evidence this debt.

Hereinafter Benchmark Community Bank will be referred to as the Bank and the Youngsville Board of Alcoholic Beverage Control will be referred to as the Borrower.

Borrower: Youngsville Board of Alcoholic Beverage Control
Loan Amount: \$200,000 revolving line of credit
Purpose: To provide working capital and funding for inventory.
Interest Rate: Tax exempt rate of 1.45% with a full deposit relationship.
Repayment Terms: Interest only payments with a 12-month term renewable annually.
Origination Fee: \$0
Collateral: Unsecured
Prepayment Penalty: No prepayment penalty.
Closing Costs and Expenses: \$0
Other Conditions: No deficiency judgment may be rendered against the Youngsville Board of Alcoholic Beverage Control for breach of contractual obligation under the Installment Financing Agreement.

This Commitment shall expire if not accepted or extended in writing by the close of business on May 19, 2021. (the "Commitment Expiration Date"). If this Commitment is accepted, time being of the essence, the Credit made pursuant here to must close on or before the close of business on June 30, 2021 (the "Closing Date"). Borrower acknowledges that the interest rate and other terms of the Credit outlined in the Commitment are based upon acceptance of this Commitment and closing of the Credit within the time periods set forth above and that these time periods are material factors in Bank offering this Commitment.

If this Commitment is acceptable to you, please indicate your acceptance by signing in the spaces provided below and returning the original letter to me.

We appreciate the opportunity to assist the Youngsville Board of Alcoholic Beverage Control with your loan request and we look forward to hearing your response.

Sincerely,

Kyle Williams
 Vice President
 Business Banker

Accepted and Assent: Youngsville Board of Alcoholic Beverage Control

By: _____ Date: _____
 Rick L. Houser, Chairman

Patterson stated she wanted to verify Benchmark would link to QuickBooks. Stanley stated she was working with Benchmark staff regarding the deposit services proposal. Cordeiro explained Chairman Houser worked for Benchmark which was why he recused himself. He noted the Town recently solicited banking services and will be switching to Benchmark in July. Cordeiro stated the decision was based on objective information making it a simple choice, noting their level of services exceeds Union Bank. He stated Benchmark offered a variety of services and resources that exceed those provided by Union Bank. Cordeiro felt the level of service from a technical perspective will also exceed Union Bank.

Patterson stated she has not had any issues with the checking at Union Bank but knew the Town was favoring Benchmark. She explained Union Bank just updated their systems. Patterson stated she was not writing a lot of checks at this time as most accounts payable were paid electronically. She felt switching to Benchmark would be fine if they are compatible with QuickBooks, which she was pretty sure they could do. Cordeiro noted



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the motion to execute the contract with Benchmark could be contingent on the approval of the Finance Officer.

MOTION: DIRECT ABC SYSTEM GENERAL MANAGER AND FINANCE OFFICER TO EXECUTE CONTRACT WITH BENCHMARK COMMUNITY BANK CONTINGENT ON APPROVAL OF SERVICES PROVIDED BY FINANCE OFFICER

The motion was made by Member Hedlund and was seconded by Member Hurt. The motion passed unanimously. Chairman Houser returned and Stanley explained the ABC Board will use Benchmark for the revolving line of credit and deposit services.

The next item on the agenda was New Business. The first item under New Business was the presentation of the Rules of Conduct Policy draft. Stanley explained she wanted to present the draft Policy to the ABC Board as they now had full membership. She stated she wanted to establish rules in general on how the ABC System runs. Stanley explained she used information from other advisory boards as well as ideas from her and Cordeiro. She explained the compensation portion, where compensation is tied to participation in all meetings during that month, will need to go before the Board of Commissioners for approval with the goal of making sure everyone on the ABC Board participates.

Chairman Houser expressed concerns about the wording for conflicts of interest. Cordeiro stated the language could be revised to be more specific for the ABC Board, noting the wording came from a Planning Board Policy. Chairman Houser felt it should reference NCGS 18B-201 but stated the remainder of the Policy looked fine.

Stanley stated there also needed to be a Vice Chairman appointed and asked for a volunteer. She noted it was good practice to have a backup in case the need arises. If a recommendation could be made today, the Board of Commissioners would be able to appoint the Vice Chairman during their May Board Meeting. After a brief discussion, Member David stated he would be happy to serve as Vice Chairman.

Stanley stated she will continue to finetune the Policy and would like to present a final version at the May ABC Board Meeting. She explained the NC ABC Commission would also need to approve the Policy. If approved, the Policy would go into effect on July 1st with the new fiscal year. Chairman Houser thanked Stanley for her work on the Policy.

The next item on the agenda was Reports and Other Business.



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Stanley noted the Governor has opened retail back up to 100% but there were no major changes for the store. Staff continues to wear their masks and there are no complaints from customers. Chairman Houser noted mixed beverage sales have increased with the lessening of restrictions on restaurants.

Chairman Houser noted he was impressed with the inventory when he visited the ABC Store and stated the merchandising looked great. He stated he was very pleased.

Chairman Houser stated he would like to have lunch with each Member to touch base and see which committees their interest may lie and what direction they see the ABC Board moving towards.

Chairman Houser noted Stanley would bring the proposed budget to the next ABC Board Meeting. He felt discussions could be had during the regular meetings instead of work sessions or special called meetings.

Chairman Houser expressed concerns about the inventory on the reports and Stanley noted she had an update on that matter during her section.

Chairman Houser welcomed Member Hurt to the Board, noting he felt Member Hurt will do a great job.

Member Hedlund stated she also visited the ABC Store and met the staff. She noted she has completed her ethics training which took approximately 1.5 hours.

Member Hurt stated he was happy to serve on the ABC Board. He stated he grew up in Youngsville and has family in town. Member Hurt noted he was active with the Masonic Lodge and other community activities. This was another opportunity for him to give back to the community and he was looking forward to helping the ABC System grow and prosper.

Patterson stated Stanley had more information regarding the inventory issues which she noted was her major concern. She stated sales are up and continue to grow as do the corresponding invoices. Patterson stated payroll costs have started to decrease. She stated the audit contract and engagement letter have been signed.



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Chairman Houser inquired about Patterson's contract negotiations and Patterson explained she and Stanley would be discussing her contract within the next week or two. Chairman Houser wanted to make sure it would be on the agenda. He also requested Patterson share her concerns about inventory with the auditors. Patterson noted the auditors do a physical inventory count each year and are already scheduled for this year. She hoped to have the inventory corrected before they arrive. Patterson noted most of the audit can be done remotely like last year.

Stanley explained they were having problems with the costs of goods sold, noting the ABC Store is now running the new software. She stated they tried to implement the new software at the first of the month but were not able to get it installed until April 6th and the inventory scanners arrived last week. Inventory is still not fully accurate, but they did a preliminary inventory with the new scanners yesterday and will be finalizing today. Stanley stated they have scheduled a full inventory count for the end of the month and noted they had several volunteers to help. Both Members Hedlund and David also volunteered to help. With all the help, Stanley felt they could complete inventory in just a couple of hours. She explained updating the inventory at the end of the month would give Patterson the most accurate inventory account for her reports.

Stanley stated Bryant has done a great job securing inventory for both stores and noted they were creating a lot of interest in the ABC world and social media as well as building relationships. She stated there were 25-30 customers waiting approximately three hours for last Tuesday's shipment and Member David stated he noticed all the shoppers. Stanley explained Bryant has built a reputation of getting the hard-to-get items. She stated the ABC Store did approximately \$12,000 in sales that day.

Stanley noted the ABC Store has an official Facebook page and one of the employees was being paid a bit extra to run their social media and marketing. She noted he has done a great job putting information out there. Stanley stated over 400 people have already signed up for the newsletter and noted she would send the link to the ABC Board.

Stanley stated their first tasting, End of Days Distillery out of Wilmington, would be on Friday from 4-7pm and encouraged the ABC Board to attend. Cordeiro cautioned the ABC Board that while they could attend the tasting at the same time, they were to limit their conversations to subjects other than ABC Board business amongst themselves. Stanley stated she was not getting a lot of participation from other vendors due to the pandemic. She explained tastings will be held in conjunction with an alcohol education class, noting the Youngsville Police Department would also participate. Stanley stated it was important



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that everything they do has a positive impact on the community so residents of the area will understand what the ABC Board does for the Youngsville community, explaining money from the ABC Store goes back into the community. She stated she wants to make tastings a community event.

Stanley stated they were on trend to reach \$215,000 in sales by the end of April. She set a budget of \$210,000 as a sales incentive for the employees, noting if they beat the set budget, they will earn lunch from Charon's Deli and coffee from Packhouse. Based on the current figures it looks like they will hit their goal. Stanley stated May's goal will be set at \$226,000 noting December was their highest month at \$225,000. She requested the ABC Board stop by the ABC Store to encourage staff and show their appreciation. When asked, Stanley stated Youngsville was listed as #14 in February for the state for comp sales versus last year. She noted Youngsville has seen growth versus last year where a lot of other ABC Systems showed a loss. Chairman Houser inquired how Youngsville ranked based on sales and Stanley stated she would send that information out. Cordeiro noted the NC ABC Commission website had a section on reports that showed good information and Stanley stated she would send those links as well.

Stanley stated she wanted to add another item each month called "great place to work" for updates. This will cover things they are doing to retain staff and to make sure the ABC Store is a good place to work. Stanley noted the employment posters were all updated, and the ABC Store was now in compliance. They are using an app for payroll called Homebase. There was a new feature that allows for employees to cash their paychecks early. Stanley explained Homebase would handle all the details so it would not affect the ABC Store, noting there were no fees involved. Patterson expressed some concerns and Cordeiro recommended she have additional discussions regarding this feature.

Stanley introduced an ABC Team webpage noting it was more for the employees but wanted the ABC Board to see what was included. The webpage keeps documents, included a countdown timer for the new store, employee contact list, safety plans, various links to other webpages, a calendar of events and paydays, and customer comments. She stated customer reviews were overwhelming positive with only one 1-star review.

Stanley stated she will start posting for the new store positions around the first of May with the goal of having six part-time staff, one full-time shift supervisor and one part-time shift supervisor. She stated she would move staff between stores to ensure the best fit based on their knowledge and experience.



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Stanley stated the software upgrades were a success though there were still some small issues to work out. She stated SGC has been great, even helping with inventory and customers while they were at the ABC Store working on the system.

Stanley stated she would continue to share customer comments. She requested Members still needing to complete the ethics training to email their certifications once completed.

Stanley stated she would present the final draft of the budget during the May ABC Board meeting. This will allow time after discussion to take the feedback and make any changes necessary. Final voting on the budget will take place at the June ABC Board Meeting after a Public Hearing. Stanley requested all feedback to be received as soon as possible so there will not have to be multiple meetings. She explained she wanted to be as specific as possible for each month of the year, including the month an annual payment is made. When asked, Stanley stated she will also have one more budget amendment for approval in June.

Hurd stated her class schedule would prevent her from attending the May and October ABC Board Meetings. She stated the agenda packets would still go out on time and minutes will be based on the recording. Hurd noted Cordeiro and Stanley were more than capable of taking care of the ABC Board in her absence.

Hurd noted Chairman Houser's term was set to expire in June and inquired if he would be willing to serve another term. Chairman Houser stated that he would like to serve again and noted he would like to see the opening of the new ABC Store through. Hurd explained his re-appointment would be included on May's Board of Commissioners' agenda and his new term will expire June 30, 2024.

Hurd stated she received an email from LGERS regarding their Board of Trustees meeting and briefed the new ABC Board Members on the history of the application process so far. She explained the Board of Trustees' meeting is scheduled for Thursday, April 29th at 9:30am. The final agenda would be available on the website once it has been completed. The Board of Trustees will vote on whether to approve or decline the ABC Board's application to join LGERS. Hurd explained the Board of Trustees started meeting once a year as there was not a large need to review new applications. She explained the Youngsville ABC Board was created in June of 1971 which has created a problem finding the requested information. Hurd stated both Franklin County and the NC Boards of Elections did not have the needed information, nor did the State Archives Department. Based on the information received from those departments, Hurd stated the Board of



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Trustees could work around the missing paperwork. She stated she would keep the ABC Board updated.

Cordeiro stated he was glad to be back. He stated the ABC Team website was a “closed” site that was only available to those it has been shared with.

Cordeiro clarified the alcohol education classes that were joined with the tastings. He noted North Carolina Statutes only allow what the State specifically allows us to do in the context of events. He applauded Stanley and Bryant for being able to work within those constraints to satisfy the customers. Cordeiro explained alcohol education included an NC ABC Commission approved curriculum. The NC ABC Commission’s restrictions on tastings does not allow for advertisement outside of the ABC Store. However, if tastings are done in conjunction with alcohol education classes, then customers will understand there will be a tasting along with the advertised classes. Stanley will also do signage in the store as well as inserts in the shopping bags. He stated Stanley was trying to be creative while complying with the restrictions.

The next item on the agenda was Closed Session. Chairman Houser requested the ABC Board go into Closed Session to discuss personnel, N.C.G.S. 143-318.11 (6).

MOTION: TO GO INTO CLOSED SESSION TO DISCUSS PERSONNEL, N.C.G.S. 143-318.11 (6)

The motion was made by Member Hedlund and was seconded by Member David. The motion passed unanimously. The ABC Board entered Closed Session at 10:19am and exited at 10:45am. The only action taken was to approve the minutes from the February 16, 2021 Closed Session.

The meeting adjourned at 10:46am upon a motion made by Member Hurt, seconded by Member Hedlund, and passed unanimously.



Youngsville Board of Alcoholic Beverage Control

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402



Rules of Conduct and Procedure

Youngsville Board of Alcoholic
Beverage Control

Rules of Conduct and Procedure

Contents

Rules of Conduct and Procedure.....	0
I. Name	2
II. Purpose	2
III. Membership and Attendance	2
IV. Compensation.....	2
V. Officers.....	2
VI. Meetings	3
Regular Meetings	3
Special Meetings.....	3
Agenda	3
Quorum and Voting.....	3
Cancellation of Meeting.....	4
Minutes.....	4
VII. Conduct of the Meeting.	4
Motions	4
Debate.....	4
VIII. Ethics and Conflict of Interest.....	5
Ethics.....	5
Conflicts of Interest.....	5
IX. Changes to Rules	6
Conflicts.....	6
Amendment Procedure.....	6
X. Amendment record:.....	6

I. Name

The legal name of this body is the "Youngsville Board of Alcoholic Beverage Control". It is also known as the "Youngsville ABC Board" or "ABC Board". Whenever the term "Board" is used herein, it shall mean and refer to the Youngsville Board of Alcoholic Beverage Control.

II. Purpose

The Board shall serve as the governing body of the Youngsville ABC System on financial planning, operations, personnel, and all other matters relevant to maintaining and ensuring the profitability of the ABC System.

III. Membership and Attendance

A member who is unable to attend a regular meeting of the Board must contact the Chairperson or General Manager at least 24 hours before the meeting and indicate the general reason for being absent. If a member misses more than three consecutive regular meetings or more than 30% of the regular meetings in a calendar year, without being excused by the Chairperson due to sickness or extenuating circumstances, the Chairperson may recommend that member for removal from the Board by the Youngsville Board of Commissioners.

IV. Compensation

Board members will receive compensation in the amount specified by the Youngsville Board of Commissioners.

V. Officers

The officers of the Board shall be a Chairperson, Vice Chairperson, Budget Officer (General Manager), and Finance Officer.

The General Manager, or a member of the Board, can serve as the Finance Officer with approval from the NC ABC Commission if no Finance Officer is available, until the ABC System exceeds 2 stores (G.S.18B-0702 J).

As necessary, the Youngsville Board of Commissioners shall select and appoint a Chairperson and Vice-Chairperson from among the membership of the ABC Board. The Chairperson shall preside over the Board meetings, decide all points of order or procedure, and transmit reports and recommendations of the ABC Board to the System General Manager for execution. The Vice-Chairperson shall assume the duties of the Chairperson in his or her absence. The Chairperson and Vice-Chairperson shall take part in all deliberations and vote on all issues, unless absent or excused.

When both the Chairperson and the Vice Chairperson are absent, a temporary Chairperson shall be elected by a majority of the members of the Board who are present. The elected temporary Chairperson will then conduct the meeting with the same duties and responsibilities as the permanent Chairperson.

Should the office of Chairperson become vacant, the Vice-Chairperson will

automatically succeed to serve out the remaining term of the Chairperson. The Youngsville Board of Commissioners shall then either select a successor to serve out the unexpired term of the Vice-Chairperson or select a new Chairperson (at which time the Vice-Chairperson shall resume that role). Should the office of Vice-Chairperson become vacant, the Youngsville Board of Commissioners shall select a successor from the ABC Board's membership for the remaining unexpired term of the Vice-Chairperson.

VI. Meetings

Regular Meetings

Regular meetings of the Board shall be on the second Tuesday of every month except as altered by the Town for the observance of legal holidays. All regular meetings shall begin at 9 a.m. in the Town Hall Conference Room unless otherwise specified. A copy of the Board's meeting schedule shall be filed with the Town Clerk.

Special Meetings

The Chairperson may call a special meeting of the Board. The time, date, and place of special meetings shall be arranged so as to meet all applicable laws. Each Board member not present at a meeting when a special meeting is called shall be given prompt written notice by the ABC Board no less than 48 hours prior to the special meeting.

Agenda

The Clerk to the Board and ABC System General Manager shall prepare an agenda for each meeting. Each Board member shall receive a copy of an agenda prior to the scheduled meeting so as to allow a reasonable amount of time for members to adequately review all agenda information. The agenda shall be available for public inspection after it has been distributed to the Board members. No business may be considered by the Board unless said item appears on the board's approved agenda.

Quorum and Voting

At any meeting of the Board, a quorum shall consist of a majority of Board seats that are currently filled. No action shall be taken without a quorum present except to adjourn a meeting to a subsequent date. Each Board member shall be entitled to cast one vote.

Voting shall be by voice, show of hands, or roll call, at the discretion of the Chairperson, except that upon a request of any member, the election of officers electable by the Board may be by written ballot.

Majority vote is sufficient to decide matters before the Board, provided a quorum is present. Failure of a member present at the meeting to vote shall be recorded as an affirmative vote unless said member has been properly excused.

Cancellation of Meeting

Whenever there is no business to come before the Board, the Chairperson may cancel the regular meeting by giving notice to all members not less than 24 hours prior to the date and time set for the meeting.

Minutes

Full and accurate minutes of the Board proceedings shall be maintained by the Clerk to the Board and ABC System General Manager and kept at Town Hall for public inspection. The official minutes shall show the record of important facts pertaining to each regular meeting indicating the names of members present, absent, excused, and the voting record for each item of business. The minutes of the meeting are not considered official until the Board has formally acted on them.

VII. Conduct of the Meeting.

All meetings of the Board shall be open to the public so they may obtain information regarding items on the Board's agenda. In order to ensure full consideration of matters before the Board, the meeting shall be conducted in the following order:

- a) Call to Order
- b) Approval of Agenda
- c) Ethics Statement
- d) Citizen's Comments (a time limit of three minutes per registrant is established)
- e) Consent Agenda
- f) Financial Report
- g) Old Business
- h) New Business
- i) Reports and Other Business
- j) Closed Session
- k) Adjourn

Allotted time may be extended by majority vote of the Board, provided the same amount of time extension is applied to both proponents and opponents.

Motions

The Board shall proceed by motion. Any member may make or second a motion. A substantive motion (non-procedural motion) is out of order while another substantive motion is pending. A motion may be amended by any member with the consent of the motion introducer prior to a vote. A motion may be withdrawn by the introducer at any time before a vote is taken.

Debate

The Chairperson shall state the motion and, once seconded, shall then open the floor to discussion. The member who made the motion is entitled to speak first. A member who has not spoken in the issue should be recognized before someone who has already spoken on it.

VIII. Ethics and Conflict of Interest

Ethics

ABC Board Members must, at all times:

- 1) act responsibly
- 2) conduct business honestly
- 3) avoid wasteful and impractical practices
- 4) avoid real or perceived conflicts when conducting business on the ABC System's behalf
- 5) comply with all applicable federal, state or local laws or regulations
- 6) comply with the Board's ethics and any other applicable ABC System policies
- 7) maintain fiduciary responsibility and integrity
- 8) advise ABC System personnel of expected professional standards of ethical and legal behavior and comply during any activities

Conflicts of Interest

In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Board may participate directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- a) the employee or Board member involved in the selection, award, or administration of a contract;
- b) any member of their immediate family
- c) their partner or
- d) an organization which employs or is about to employ any of these said parties.

Any employee or Board member with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to the Chairman (or if the Chairman, then the Mayor). Any such conflict shall be disclosed in writing to any award agencies in accordance with awarding agency policies (when applicable).

IX. Changes to Rules

Conflicts

Any action taken by the NC ABC Commission that supersedes these rules shall take precedence. To the extent not provided for in these rules, and to the extent it does not conflict with applicable laws, the Board shall refer to Robert's Rules of Order, to answer unresolved procedural questions.

Any policies adopted by the ABC System for System employees, but not mentioned in these articles, apply to all Board members as standards for behavior.

Amendment Procedure

These rules may be changed by 2/3 vote of the members at a regularly scheduled meeting provided that a quorum is present and the proposed changes have been distributed to all Board members with their regular agenda information in advance of the meeting. Modifications to proposed changes may not be adopted at the same meeting at which they are introduced.

Once the approved Amendment has been finalized, it shall be submitted to the NC ABC Commission for approval and effective adoption date.

X. Amendment record:

Originally adopted by the Youngsville Board of Alcoholic Control on Click or tap to enter a date.

Rick Houser
Chairperson

Adoption Date

Bridget Stanley
ABC System General Manager

Adoption Date



Town of Youngsville ABC Board

Post Office Box 387, Youngsville, North Carolina 27596

**A RESOLUTION TO ENTER A LINE OF CREDIT CONTRACT TO
FUND NEW STORE OPENING PROJECT**

WHEREAS, the Town of Youngsville ABC Board is in need of additional working capital for expenses related to the opening of a new store; and

WHEREAS, Benchmark Bank has offered to provide a Line of Credit for a total of two hundred thousand dollars (\$200,000.00) at 1.45% simple interest rate with interest only payments and a 12-month term renewable annually.

NOW, THEREFORE, THE MEMBERS OF THE ABC BOARD OF THE TOWN OF YOUNGSVILLE RESOLVES:

Section 1. That the opening of the new store is in the best interest of the Town and the general public.

Section 2. That the Budget Ordinance adopted by The Youngsville ABC Board provides adequate funding for the aforementioned transaction.

Section 3. That the General Manager and the Finance Officer are authorized to secure financing consistent with the aforementioned terms.

This resolution is effective upon its adoption this 18th day of May 2021.

The motion to adopt this resolution was made by _____,
seconded by

_____ and passed by a vote of _____ to _____.

Rick Houser, ABC Board Chairman

ATTEST:

Emily Hurd, Town Clerk

Youngsville ABC Board resolution dated May 18, 2021

A RESOLUTION DELEGATING RESPONSIBILITIES TO THE ABC SYSTEM GENERAL MANAGER

This is to certify that this is a true and accurate copy of Resolution No. _____
adopted by the Youngsville ABC Board on the 18th day of July 2021.

Emily Hurd, Clerk to the ABC Board

Date

**State of North Carolina
County of Franklin**

MANAGEMENT AND SERVICES AGREEMENT

This management and services agreement is between the TOWN OF YOUNGSVILLE ABC BOARD, an independent local political subdivision of the State of North Carolina (the "ABC Board") and the TOWN OF YOUNGSVILLE, an incorporated local government in the State of North Carolina (the "Town").

RECITALS

The ABC Board is in the business of selling alcoholic beverages to the public and wants to engage the Town to perform a variety of services and manual labor work to effectively operate its enterprise and maintain its facilities.

The Town has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The ABC Board retains the Town to provide, and the Town shall provide, the services described in **Exhibit A** (the "Services").

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Town shall:

- (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
- (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
- (iii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced Town personnel using at all times adequate equipment in good working order;
- (iv) communicate with the ABC Board about progress the Town has made in performing the Services;
- (v) supply all tools, equipment, and supplies required to perform the Services, except if the Town's work must be performed on or with the ABC Board's equipment;
- (vi) ensure that all materials and equipment used is of good and merchantable quality, unless otherwise agreed by the ABC Board;

**State of North Carolina
County of Franklin**

- (vii) provide services (including the Services) and end products that are satisfactory and acceptable to the ABC Board and free of defects; and
 - (viii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the ABC Board.
- (c) **Legal Compliance.** The Town shall perform the Services in accordance with standards prevailing in the ABC Board's industry, and in accordance with applicable laws, rules, or regulations. The Town shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **ABC Board's Obligations.** The ABC Board shall make timely payments of amounts earned by the Town under this agreement and notify the Town of any changes to its procedures affecting the Town's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) **Term.** This agreement will become effective as described in section 21.

This Agreement shall be binding on all parties for a period of one year beginning July 1, 2021, and ending June 30, 2022 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional one-year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than sixty (60) days prior to the expiration of the then-current term.

- (b) **Termination.** This agreement may be terminated:
- (i) at the end of a current term by either party on provision of not less than sixty (60) days' written notice to the other party prior to the expiration of the current term;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within sixty (60) days of receipt of written notice of the breach; [or]
 - (iii) by the ABC Board at any time and without prior notice, if the Town fails or refuses to comply with the written policies or reasonable directives of the ABC Board, or is guilty of serious misconduct in connection with performance under this agreement.
- (c) **Effect of Termination.** After the termination of this agreement for any reason, the ABC Board shall promptly pay the Town for Services through the expiration of the then-current term before the effective date of the termination. No other

**State of North Carolina
County of Franklin**

compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

- (a) Terms and Conditions.** The ABC Board shall pay the Town in accordance with **Exhibit A.**
- (b) No Payments in Certain Circumstances.** No payment will be payable to the Town under any of the following circumstances:

 - (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Town did not directly perform or complete the Services described in **Exhibit A;**
 - (iii) if the Town did not perform the Services to the reasonable satisfaction of the ABC Board; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- (c) Other Compensation.** The compensation set out above shall be paid in addition to any other compensation required by North Carolina General Statutes from the ABC Board to the Town.
- (d) Expenses.** Any ordinary and necessary expenses incurred by the Town in the performance of this agreement will be the Town's sole responsibility.
- (e) Taxes.** The Town is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Town under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The ABC Board has no obligation to pay or withhold any sums for those taxes.
- (f) Other Benefits.** The Town's employees have no claim against the ABC Board under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

- (a) Independent Status.**

 - (i) The relationship of the parties under this agreement is one of independent legal entities, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may

**State of North Carolina
County of Franklin**

assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

- (ii) The Town has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Town or the Town's staff shall perform the Services, and the ABC Board is not required to hire, supervise, or pay any assistants to help the Town perform those Services. The Town shall provide insurance coverage for himself.

5. USE OF TRADEMARKS.

- (a) This section is not applicable.

6. CONFIDENTIAL INFORMATION.

- (a) This section is not applicable.

7. REPORTING.

The Town shall report to the ABC Board's governing board or such other officer or employee as may be designated by the ABC Board. The Town shall provide summary reports to the ABC Board on its progress at regularly schedule meetings of its' governing board.

8. OTHER ACTIVITIES.

During the Term, the Town is free to engage in other activities.

9. RETURN OF PROPERTY.

Within 30 days of the expiration or earlier termination of this agreement, the Town shall return to the ABC Board, retaining no copies or notes, all ABC Board products samples, models, property, and documents relating to the ABC Board's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Town during and in connection with its work with the ABC Board. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the ABC Board's business, whether prepared by the Town or by others, remain the ABC Board's exclusive property.

10. INDEMNIFICATION.

- (a) **Of ABC Board by Town.** At all times after the effective date of this agreement, the Town shall indemnify the ABC Board and its employees (collectively, the "ABC Board Indemnitees") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting

**State of North Carolina
County of Franklin**

fees, and expert witness fees) (collectively, the "Claims") that any ABC Board Indemnatee may incur and that arise from:

- (i) the Town's gross negligence or willful misconduct arising from the Town's carrying out of its obligations under this agreement;
- (ii) the Town's breach of any of its obligations or representations under this agreement; or
- (iii) the Town's breach of its express representation that he is an independent Town and in compliance with all applicable laws related to work as an independent Town. If a regulatory body or court of competent jurisdiction finds that the Town is not an independent Town or is not in compliance with applicable laws related to work as an independent Town, based on the Town's own actions, the Town will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Town or the ABC Board resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Town's earnings if the Town had been on the ABC Board's payroll and employed as a ABC Board employee.

(b) Of Town by ABC Board. At all times after the effective date of this agreement, the ABC Board shall indemnify the Town (collectively, the "Town Indemnatee") from all Claims that the Town Indemnatee may incur arising from:

- (i) the ABC Board's operation of its business;
- (ii) the ABC Board's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
- (iii) the ABC Board's breach of any of its obligations or representations under this agreement. However, the ABC Board is not obligated to indemnify the Town if any of these Claims result from the Town's own actions or inactions.

11. FORCE MAJEURE.

A party will be not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

**State of North Carolina
County of Franklin**

- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of North Carolina govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Franklin County, North Carolina.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 14, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

**State of North Carolina
County of Franklin**

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 17 to a party at the following addresses:

If to the ABC Board:
Chairperson
Youngsville ABC Board
P.O. Box 387
Youngsville, NC 27596
Phone: 919.556.3590

If to the Town:
Town Administrator
Town of Youngsville
P.O. Box 190
Youngsville, NC 27596
Phone: 919.925.3399

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure,

**State of North Carolina
County of Franklin**

right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

**State of North Carolina
County of Franklin**

Each party is signing this agreement on the date stated opposite that party's signature.

TOWN: TOWN OF YOUNGSVILLE

Date: _____

By: _____
Name: Phillip Cordeiro
Title: Town Administrator

Date: _____

By: _____
Name: Kari Patton-Motluck
Title: Finance Officer

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

ABC BOARD: YOUNGSVILLE ABC BOARD

Date: _____

By: _____
Name: Rick Houser
Title: Chairman

Date: _____

By: _____
Name: Jaclyn Patterson
Title: Finance Officer

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

DUTIES, SPECIFICATIONS, AND COMPENSATION

1. DUTIES.

The Town shall perform the following work: complex Town services and manual labor work to effectively operate its enterprise and maintain its facilities.

2. SPECIFICATIONS.

The parties agree to the following additional specifications about the work to be performed:

- a. Attend all meetings of the Youngsville ABC Board.
- b. Provide professional Clerk services (including agenda preparation, minutes preparation, publishing of meeting notices, maintenance of the ABC Board's official records, and responding to public information requests).
- c. Provide professional Finance Officer services (including accounts payable, accounts receivable, payroll, debt issuance, and financial reporting).
- d. Provide oversight of human resources functions and assist with the development and administration of personnel policies as requested by the General Manager of the ABC System.
- e. Provide oversight and administration of the ABC Board's health insurance plans, ensuring compliance with all relevant state and federal laws.
- f. Provide on-demand legal services, including review of contracts, counsel pertaining to personnel matters, and pre-litigation counsel.
- g. Provide on-demand manual labor to assist the ABC Board's employees with keeping the ABC Board's premises free of trash, bulky items, and excess materiel.
- h. Provide general maintenance services of the ABC store's loading dock and driveway areas.
- i. Provide regular landscaping services to the ABC Board (including mowing, weed clearing, and air blowing) to ensure its premises maintain a professional appearance.
- j. Provide on-demand tree-trimming services for which the Town's employees are qualified and safely able to perform.
- k. Provide regular facilities maintenance services to the ABC store (including replacement of light bulbs and air filters).
- l. Provide on-demand facilities maintenance services for which the Town's employees are qualified and safely able to perform.
- m. Designate ABC law enforcement officers and inspect and enforce ABC laws in the town's jurisdiction.
- n. Provide additional services as requested by the ABC system general manager and as approved by the town administrator.

3. COMPENSATION.

Compensation shall be paid on a frequency determined by the ABC Board Finance Officer, but shall be paid in full no later than the expiration of each current term. Foremost, the ABC Board shall pay the Town all amounts required by state law. In addition, as compensation for the services enumerated herein the ABC Board shall pay the Town the sum of \$24,000 per year.

EXHIBIT A

Each party is signing this **Exhibit A** on the date stated opposite that party's signature.

TOWN: TOWN OF YOUNGSVILLE

Date: _____ By: _____
Name: Phillip Cordeiro
Title: Town Administrator

Date: _____ By: _____
Name: Kari Patton-Motluck
Title: Finance Officer

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

ABC BOARD: YOUNGSVILLE ABC BOARD

Date: _____ By: _____
Name: Rick Houser
Title: Chairman

Date: _____ By: _____
Name: Jaclyn Patterson
Title: Finance Officer

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

**State of North Carolina
County of Franklin**

MANAGEMENT AND SERVICES AGREEMENT

This management and services agreement is between the TOWN OF YOUNGSVILLE ABC BOARD, an independent local political subdivision of the State of North Carolina (the "ABC Board") and the TOWN OF YOUNGSVILLE, an incorporated local government in the State of North Carolina (the "Town").

RECITALS

The ABC Board is in the business of selling alcoholic beverages to the public and wants to engage the Town to perform a variety of services and manual labor work to effectively operate its enterprise and maintain its facilities.

The Town has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The ABC Board retains the Town to provide, and the Town shall provide, the services described in **Exhibit A** (the "Services").
- (b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Town shall:
 - (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
 - (iii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced Town personnel using at all times adequate equipment in good working order;
 - (iv) communicate with the ABC Board about progress the Town has made in performing the Services;
 - (v) supply all tools, equipment, and supplies required to perform the Services, except if the Town's work must be performed on or with the ABC Board's equipment;
 - (vi) ensure that all materials and equipment used is of good and merchantable quality, unless otherwise agreed by the ABC Board;

**State of North Carolina
County of Franklin**

- (vii) provide services (including the Services) and end products that are satisfactory and acceptable to the ABC Board and free of defects; and
 - (viii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the ABC Board.
- (c) **Legal Compliance.** The Town shall perform the Services in accordance with standards prevailing in the ABC Board's industry, and in accordance with applicable laws, rules, or regulations. The Town shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **ABC Board's Obligations.** The ABC Board shall make timely payments of amounts earned by the Town under this agreement and notify the Town of any changes to its procedures affecting the Town's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) **Term.** This agreement will become effective as described in section 21.

This Agreement shall be binding on all parties for a period of one year beginning July 1, 2021, and ending June 30, 2022 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional one-year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than sixty (60) days prior to the expiration of the then-current term.

- (b) **Termination.** This agreement may be terminated:

- (i) at the end of a current term by either party on provision of not less than sixty (60) days' written notice to the other party prior to the expiration of the current term;
- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within sixty (60) days of receipt of written notice of the breach; [or]
- (iii) by the ABC Board at any time and without prior notice, if the Town fails or refuses to comply with the written policies or reasonable directives of the ABC Board, or is guilty of serious misconduct in connection with performance under this agreement.

- (c) **Effect of Termination.** After the termination of this agreement for any reason, the ABC Board shall promptly pay the Town for Services through the expiration of the then-current term before the effective date of the termination. No other

**State of North Carolina
County of Franklin**

compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

- (a) **Terms and Conditions.** The ABC Board shall pay the Town in accordance with Exhibit A.
- (b) **No Payments in Certain Circumstances.** No payment will be payable to the Town under any of the following circumstances:
 - (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Town did not directly perform or complete the Services described in Exhibit A;
 - (iii) if the Town did not perform the Services to the reasonable satisfaction of the ABC Board; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- (c) **Other Compensation.** The compensation set out above shall be paid in addition to any other compensation required by North Carolina General Statutes from the ABC Board to the Town.
- (d) **Expenses.** Any ordinary and necessary expenses incurred by the Town in the performance of this agreement will be the Town's sole responsibility.
- (e) **Taxes.** The Town is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Town under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The ABC Board has no obligation to pay or withhold any sums for those taxes.
- (f) **Other Benefits.** The Town's employees have no claim against the ABC Board under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

- (a) **Independent Status.**
 - (i) The relationship of the parties under this agreement is one of independent legal entities, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may

**State of North Carolina
County of Franklin**

assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

- (ii) The Town has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Town or the Town's staff shall perform the Services, and the ABC Board is not required to hire, supervise, or pay any assistants to help the Town perform those Services. The Town shall provide insurance coverage for himself.

5. USE OF TRADEMARKS.

- (a) This section is not applicable.

6. CONFIDENTIAL INFORMATION.

- (a) This section is not applicable.

7. REPORTING.

The Town shall report to the ABC Board's governing board or such other officer or employee as may be designated by the ABC Board. The Town shall provide summary reports to the ABC Board on its progress at regularly schedule meetings of its' governing board.

8. OTHER ACTIVITIES.

During the Term, the Town is free to engage in other activities.

9. RETURN OF PROPERTY.

Within 30 days of the expiration or earlier termination of this agreement, the Town shall return to the ABC Board, retaining no copies or notes, all ABC Board products samples, models, property, and documents relating to the ABC Board's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Town during and in connection with its work with the ABC Board. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the ABC Board's business, whether prepared by the Town or by others, remain the ABC Board's exclusive property.

10. INDEMNIFICATION.

- (a) **Of ABC Board by Town.** At all times after the effective date of this agreement, the Town shall indemnify the ABC Board and its employees (collectively, the "ABC Board Indemnitees") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting

**State of North Carolina
County of Franklin**

fees, and expert witness fees) (collectively, the "Claims") that any ABC Board Indemnatee may incur and that arise from:

- (i) the Town's gross negligence or willful misconduct arising from the Town's carrying out of its obligations under this agreement;
 - (ii) the Town's breach of any of its obligations or representations under this agreement; or
 - (iii) the Town's breach of its express representation that he is an independent Town and in compliance with all applicable laws related to work as an independent Town. If a regulatory body or court of competent jurisdiction finds that the Town is not an independent Town or is not in compliance with applicable laws related to work as an independent Town, based on the Town's own actions, the Town will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Town or the ABC Board resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Town's earnings if the Town had been on the ABC Board's payroll and employed as a ABC Board employee.
- (b) Of Town by ABC Board.** At all times after the effective date of this agreement, the ABC Board shall indemnify the Town (collectively, the "Town Indemnatee") from all Claims that the Town Indemnatee may incur arising from:
- (i) the ABC Board's operation of its business;
 - (ii) the ABC Board's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
 - (iii) the ABC Board's breach of any of its obligations or representations under this agreement. However, the ABC Board is not obligated to indemnify the Town if any of these Claims result from the Town's own actions or inactions.

11. FORCE MAJEURE.

A party will be not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

**State of North Carolina
County of Franklin**

- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of North Carolina govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Franklin County, North Carolina.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 14, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

**State of North Carolina
County of Franklin**

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 17 to a party at the following addresses:

If to the ABC Board:
Chairperson
Youngsville ABC Board
P.O. Box 387
Youngsville, NC 27596
Phone: 919.556.3590

If to the Town:
Town Administrator
Town of Youngsville
P.O. Box 190
Youngsville, NC 27596
Phone: 919.925.3399

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure,

**State of North Carolina
County of Franklin**

right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

**State of North Carolina
County of Franklin**

Each party is signing this agreement on the date stated opposite that party's signature.

TOWN: TOWN OF YOUNGSVILLE

Date: _____

By: _____
Name: Phillip Cordeiro
Title: Town Administrator

Date: _____

By: _____
Name: Kari Patton-Motluck
Title: Finance Officer

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

ABC BOARD: YOUNGSVILLE ABC BOARD

Date: _____

By: _____
Name: Rick Houser
Title: Chairman

Date: _____

By: _____
Name: Jaclyn Patterson
Title: Finance Officer

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

DUTIES, SPECIFICATIONS, AND COMPENSATION

1. DUTIES.

The Town shall perform the following work: complex Town services and manual labor work to effectively operate its enterprise and maintain its facilities.

2. SPECIFICATIONS.

The parties agree to the following additional specifications about the work to be performed:

- a. Attend all meetings of the Youngsville ABC Board.
- b. Provide professional Clerk services (including agenda preparation, minutes preparation, publishing of meeting notices, maintenance of the ABC Board's official records, and responding to public information requests).
- c. Provide professional Finance Officer services (including accounts payable, accounts receivable, payroll, debt issuance, and financial reporting).
- d. Provide oversight of human resources functions and assist with the development and administration of personnel policies as requested by the General Manager of the ABC System.
- e. Provide oversight and administration of the ABC Board's health insurance plans, ensuring compliance with all relevant state and federal laws.
- f. Provide on-demand legal services, including review of contracts, counsel pertaining to personnel matters, and pre-litigation counsel.
- g. Provide on-demand manual labor to assist the ABC Board's employees with keeping the ABC Board's premises free of trash, bulky items, and excess materiel.
- h. Provide general maintenance services of the ABC store's loading dock and driveway areas.
- i. Provide regular landscaping services to the ABC Board (including mowing, weed clearing, and air blowing) to ensure its premises maintain a professional appearance.
- j. Provide on-demand tree-trimming services for which the Town's employees are qualified and safely able to perform.
- k. Provide regular facilities maintenance services to the ABC store (including replacement of light bulbs and air filters).
- l. Provide on-demand facilities maintenance services for which the Town's employees are qualified and safely able to perform.
- m. Designate ABC law enforcement officers and inspect and enforce ABC laws in the town's jurisdiction.
- n. Provide additional services as requested by the ABC system general manager and as approved by the town administrator.

3. COMPENSATION.

Compensation shall be paid on a frequency determined by the ABC Board Finance Officer, but shall be paid in full no later than the expiration of each current term. Foremost, the ABC Board shall pay the Town all amounts required by state law. In addition, as compensation for the services enumerated herein the ABC Board shall pay the Town the sum of \$24,000 per year.

Each party is signing this Exhibit A on the date stated opposite that party's signature.

TOWN: TOWN OF YOUNGSVILLE

Date: _____

By: _____
Name: Phillip Cordeiro
Title: Town Administrator

Date: _____

By: _____
Name: Kari Patton-Motluck
Title: Finance Officer

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

ABC BOARD: YOUNGSVILLE ABC BOARD

Date: _____

By: _____
Name: Rick Houser
Title: Chairman

Date: _____

By: _____
Name: Jaclyn Patterson
Title: Finance Officer

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



Town of Youngsville Board of Alcoholic Control

Post Office Box 387, Youngsville, North Carolina 27596

Phone: 919.925.3397 | Fax: 919.556.1914

A RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE BUDGET AMENDMENTS BETWEEN BUDGET LINES AND FROM APPROPRIATED CONTINGENCY FUNDS

WHEREAS, G.S. 159, Article 3, requires local governments to adopt an annual balanced budget ordinance and authorize appropriations by department, function, or project; and

WHEREAS, from time-to-time it may be desirable or necessary for authorized appropriations in a single budget line to be transferred from one expense account to another; and

WHEREAS, G.S. 159, Article 3, enables local governments to authorize contingency appropriations in any fund not exceeding five percent (5%) of the total of all other appropriations in the same fund; and

WHEREAS, from time-to-time it may be desirable or necessary for authorized contingency appropriations in a single fund to be transferred from the contingency expense account to a budget line of the same fund; and

WHEREAS, execution of the aforesaid amendments shall not increase the total amount of appropriations in the adopted annual budget ordinance; and

WHEREAS, delegating the ABC System General Manager authority to execute the aforesaid amendments will facilitate more efficient and effective administration of the adopted annual budget ordinance and provision of essential services to the public.

NOW, THEREFORE, THE BOARD MEMBERS OF THE TOWN OF YOUNGSVILLE BOARD OF ALCOHOLIC CONTROL ORDAINS:

Section 1. The ABC System General Manager shall hereby have authority to execute budget amendments transferring authorized appropriations from one budget line account to another.

Section 2. The ABC System General Manager shall hereby have authority to execute budget amendments transferring authorized appropriations from the contingency expense account in a single fund to a budget line of the same fund.

Section 3. The ABC System General Manager shall report the execution of any such amendments authorized herein to the board at its next regular meeting and record them in the minutes.

Section 4. This resolution shall be effective upon adoption.

Youngsville Alcoholic Beverage Control ordinance dated 5/13/2021
A RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE BUDGET
AMENDMENTS WITHIN BUDGET LINES AND FROM APPROPRIATED CONTINGENCY FUNDS

This resolution is effective upon its adoption this 18th day of May 2021.

The motion to adopt this resolution was made by _____,
seconded by

_____ and passed by a vote of _____ to _____.

Rick Houser, ABC Board Chairman

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____
adopted by the Town of Youngsville Alcoholic Beverage Control on the 18th day of May 2021.

Emily Hurd, Town Clerk

Date



Town of Youngsville Board of Alcoholic Beverage Control

Post Office Box 387, Youngsville, North Carolina 27596

Phone: 919.925.3397 | Fax: 919.556.1914

A RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE CONTRACTS UP TO THE STATE INFORMAL BIDDING THRESHOLD

WHEREAS, G.S. 143, Article 8, requires all contracts for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment, involving the expenditure of public money exceeding a given threshold to be made only after informal bids have been secured; and

WHEREAS, contracts below the aforesaid informal bidding threshold set forth in G.S. 143, Article 8, have no legal competitive bidding requirements; and

WHEREAS, this governing board adopts an annual balanced budget ordinance and authorizes appropriations by department, function, or project in compliance with G.S. 159, Article 3; and

WHEREAS, delegating the ABC System General Manager authority to execute contracts below the informal bidding threshold established by G.S. 143, Article 8, on behalf of the governing board will facilitate more efficient and effective administration of the adopted annual budget ordinance and provision of essential services to the public.

NOW, THEREFORE, THE BOARD MEMBERS OF THE YOUNGSVILLE BOARD OF ALCOHOLIC BEVERAGE CONTROL RESOLVES:

Section 1. Subject to appropriation of funds in the annual budget ordinance and availability of funds as verified by the Finance Officer, the ABC System General Manager shall hereby have authority to execute all contracts on behalf of the governing board that are below the informal bidding threshold established by G.S. 143, Article 8, for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment.

Section 2. The ABC System General Manager shall report the execution of any such contracts authorized herein to the board at its next regular meeting and record them in the minutes.

Section 3. This resolution shall be effective upon adoption.

This resolution is effective upon its adoption this 18th day of May 2021.

The motion to adopt this resolution was made by _____,
seconded by _____

_____ and passed by a vote of _____ to _____.

Youngsville ABC Board Act dated 5/13/2021
A RESOLUTION AUTHORIZING THE ABC SYSTEM GENERAL MANAGER TO EXECUTE
CONTRACTS UP TO THE STATE INFORMAL BIDDING THRESHOLD

Rick Houser, ABC Board Chairman

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____
adopted by the Town of Youngsville Board of Alcoholic Beverage Control on the 18th day of May
2021.

Emily Hurd, Town Clerk

Date

Youngsville ABC Store: Youngsville Crossing
Budget FY2021 - FY21 P&L
 July 2021 - March 2022

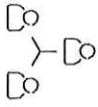
	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 22	Apr 22	22-May	22-Jun	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Income													
400 Liquor Sales	250,000.00	175,000.00	170,000.00	185,000.00	185,000.00	225,000.00	175,000.00	175,000.00	200,000.00	210,000.00	225,000.00	200,000.00	2,375,000.00
410 Mixed Beverage Sales	5,000.00	5,000.00	5,000.00	6,000.00	5,000.00	5,000.00	5,000.00	5,000.00	6,500.00	5,500.00	6,500.00	6,500.00	88,000.00
Total Income	\$ 255,000.00	\$ 180,000.00	\$ 175,000.00	\$ 191,000.00	\$ 190,000.00	\$ 231,000.00	\$ 180,000.00	\$ 180,000.00	\$ 206,500.00	\$ 210,000.00	\$ 226,000.00	\$ 215,000.00	\$ 2,440,000.00
Cost of Goods Sold													
500 Taxes Based on Revenue													
510 Mixed Beverage Tax (Dept. of Revenue)	56,253.00	39,708.00	38,605.00	42,134.60	42,024.30	51,068.90	39,708.00	39,708.00	45,553.90	46,326.00	49,655.60	47,425.00	538,374.30
520 Mixed Beverage Tax (Dept of Human Resources)	76.50	54.00	52.50	57.30	57.15	69.45	54.00	54.00	63.00	63.00	67.80	64.50	732.15
530 Alcohol Education and Rehabilitation	738.50	522.00	507.50	553.90	552.45	671.35	522.00	522.00	598.85	609.00	655.40	623.50	7,077.45
540 County Rehabilitation Tax - Franklin	816.00	576.00	560.00	611.20	609.60	740.80	576.00	576.00	660.80	672.00	723.20	686.00	7,809.60
Total 500 Taxes Based on Revenue	\$ 57,885.00	\$ 40,860.00	\$ 39,725.00	\$ 43,357.00	\$ 43,243.50	\$ 52,550.50	\$ 40,860.00	\$ 40,860.00	\$ 46,876.50	\$ 47,670.00	\$ 51,302.00	\$ 48,805.00	\$ 553,993.50
600 Cost of Sales													
610 Liquor & Wine/Mixer Sales	135,150.00	95,400.00	92,750.00	101,230.00	100,965.00	122,695.00	95,400.00	95,400.00	109,445.00	111,300.00	119,780.00	113,950.00	1,293,465.00
620 Store Supplies	0.00	200.00	200.00	200.00	200.00	225.00	200.00	200.00	200.00	200.00	225.00	200.00	2,240.00
630 Bank Credit Card Fees	3,483.00	2,438.10	2,368.44	2,577.42	2,577.42	3,134.70	2,438.10	2,438.10	2,786.40	2,925.72	3,134.70	2,786.40	33,088.50
Total 600 Cost of Sales	\$ 138,633.00	\$ 98,038.10	\$ 95,318.44	\$ 104,007.42	\$ 103,742.42	\$ 126,054.70	\$ 98,038.10	\$ 98,038.10	\$ 112,431.40	\$ 114,425.72	\$ 123,139.70	\$ 116,936.40	\$ 1,328,793.50
Total Cost of Goods Sold	\$ 196,518.00	\$ 138,898.10	\$ 135,043.44	\$ 147,364.42	\$ 146,985.92	\$ 178,605.20	\$ 138,898.10	\$ 138,898.10	\$ 159,308.90	\$ 162,095.72	\$ 174,441.70	\$ 165,741.40	\$ 1,882,787.00
Gross Profit	\$ 58,482.00	\$ 41,101.90	\$ 39,956.56	\$ 43,635.58	\$ 43,514.08	\$ 52,894.80	\$ 41,101.90	\$ 41,111.90	\$ 47,193.10	\$ 47,904.28	\$ 51,558.30	\$ 49,258.60	\$ 557,713.00
Expenses													
700 Personal Services & Employee Benefits													
705 Salaries and Wages	17,000.00	16,000.00	16,000.00	24,000.00	16,000.00	17,350.00	17,000.00	17,000.00	17,000.00	25,500.00	17,000.00	17,000.00	216,850.00
710 Board Member Compensation	249.60	249.60	249.60	249.60	249.60	249.60	249.60	249.60	249.60	249.60	249.60	249.60	2,995.20
715 Payroll Tax Expense	1,300.50	1,224.00	1,224.00	1,836.00	1,224.00	1,327.28	1,300.50	1,300.50	1,300.50	1,950.75	1,300.50	1,300.50	16,589.03
720 Health Insurance	1,174.80	1,174.80	1,174.80	1,762.20	1,174.80	1,174.80	1,174.80	1,174.80	1,174.80	1,762.20	1,174.80	1,174.80	15,272.40
726 Retirement	386.00	386.00	386.00	575.00	386.00	386.00	430.00	430.00	430.00	645.00	430.00	430.00	5,304.00
730 WC Insurance & Employee Bonds	0.00	2,300.00	175.00	0.00	0.00	0.00	642.00	0.00	0.00	0.00	0.00	0.00	3,117.00
735 Employee Continuing Ed & Testing	150.00	150.00	150.00	485.00	425.00	425.00	150.00	150.00	150.00	150.00	150.00	150.00	1,485.00
740 Other Employee Expenses	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Total 700 Personal Services & Employee Benefits	\$ 20,260.90	\$ 19,184.40	\$ 21,634.40	\$ 29,236.80	\$ 19,609.40	\$ 21,062.68	\$ 20,304.90	\$ 20,304.90	\$ 20,304.90	\$ 30,257.55	\$ 20,304.90	\$ 20,725.90	\$ 263,837.63
750 Contracted Services													
752 Contracted Services Paid to Town	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
765 Professional Services (Auditor & Attorney)	0.00	0.00	1,975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,975.00
770 Temporary Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 750 Contracted Services	\$ 2,000.00	\$ 2,000.00	\$ 3,975.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 25,975.00
780 Repairs & Maintenance													
785 Repairs and Maintenance - Buildings	185.00	210.00	351.00	285.00	310.00	351.00	210.00	210.00	285.00	285.00	210.00	351.00	3,384.00
790 Repairs and Maintenance - Equipment	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total 780 Repairs & Maintenance	\$ 285.00	\$ 310.00	\$ 451.00	\$ 385.00	\$ 410.00	\$ 451.00	\$ 310.00	\$ 310.00	\$ 451.00	\$ 385.00	\$ 310.00	\$ 451.00	\$ 4,584.00
800 General & Administrative Expenses													
805 Bank Services Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
815 Dues and Subscriptions	837.61	152.61	152.61	417.61	3,819.61	152.61	417.61	152.61	251.61	417.61	152.61	152.61	7,077.32

Youngsville ABC Store: Youngsville Crossing
Budget FY2021 - FY21 P&L
 July 2021 - March 2022

	Jul 2020		Aug 2020		Sep 2020		Oct 2020		Nov 2020		Dec 2020		Jan 2021		Feb 2021		Mar 22		Apr 22		22-May		22-Jun		Total			
	Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget	
820 General Liability Insurance																												
830 Miscellaneous	50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00	
835 Office Supplies	0.00		100.00		100.00		100.00		100.00		100.00		100.00		100.00		100.00		150.00		150.00		200.00		150.00		1,500.00	
840 Postage & PO Box		110.00																										110.00
845 Debt Loan Payments																												0.00
850 Small Tools & Equipment	50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00	
851 Advertising	50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00		50.00	
855 Telephone	253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00		253.00	
860 Utilities	465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92		465.92	
870 Uniforms		100.00																										100.00
885 Rent	4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34		4,908.34	
Total 800 General & Administrative Expenses	\$ 6,564.87		\$ 6,209.87		\$ 6,090.87		\$ 6,434.87		\$ 6,434.87		\$ 6,094.86		\$ 6,094.86		\$ 5,924.86		\$ 5,924.86		\$ 6,334.86		\$ 6,334.86		\$ 5,924.86		\$ 5,924.86		\$ 5,924.86	
Total Net Profit Before Distributions	\$ 29,371.23		\$ 13,397.63		\$ 4,845.29		\$ 5,578.91		\$ 11,897.82		\$ 23,331.27		\$ 12,317.14		\$ 11,930.14		\$ 8,928.87		\$ 23,013.54		\$ 20,047.84		\$ 18,365.64		\$ 15,626.17		\$ 132,944.89	
Subtotal	\$ 24,126.92		\$ 9,695.76		\$ 1,246.25		\$ 1,650.82		\$ 7,980.01		\$ 18,570.26		\$ 8,615.27		\$ 8,228.27		\$ 4,808.03		\$ 14,231.48		\$ 4,808.03		\$ 18,365.64		\$ 15,626.17		\$ 132,944.89	
	11.52%		7.44%		2.77%		2.92%		6.25%		10.08%		6.84%		6.63%		8.95%		4.25%		4.25%		10.15%		9.32%		7.50%	
950 Other Expense																												
951 Profits Paid to the Town	5,244.31		3,701.87		3,599.04		3,928.09		3,917.81		4,761.01		3,701.87		3,701.87		3,701.87		4,246.86		4,318.84		4,647.90		4,421.67		50,191.12	
952 Capital Outlay																												0.00
953 Law Enforcement Contribution	1,206.35		484.79		62.31		82.54		389.00		928.51		430.76		411.41		575.98		711.57		230.40		918.28		781.31		6,647.24	
954 Alcohol Education Contribution	1,688.88		678.70		87.24		115.56		558.60		1,295.92		605.07		575.98		996.20		322.56		322.56		1,285.59		1,083.83		9,306.14	
Total 950 Other Expense	\$ 8,139.54		\$ 4,865.36		\$ 3,748.59		\$ 4,126.19		\$ 4,875.41		\$ 6,985.44		\$ 4,735.70		\$ 4,689.26		\$ 5,954.64		\$ 4,871.81		\$ 4,871.81		\$ 6,881.77		\$ 6,286.81		\$ 66,144.51	
Total Expenses	\$ 37,250.31		\$ 32,568.63		\$ 36,859.86		\$ 42,182.86		\$ 36,481.67		\$ 36,552.98		\$ 33,520.46		\$ 33,871.02		\$ 34,849.40		\$ 43,848.22		\$ 43,848.22		\$ 35,396.53		\$ 35,507.57		\$ 440,721.49	
Net Operating Income	\$ 21,231.69		\$ 8,532.27		\$ 1,096.70		\$ 1,452.72		\$ 7,022.41		\$ 16,341.82		\$ 7,581.44		\$ 7,240.88		\$ 12,523.70		\$ 4,055.06		\$ 4,055.06		\$ 16,161.77		\$ 13,751.03		\$ 116,991.51	
Other Income																												0.00
900 Other Income	\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	
Total Other Income	\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	
Other Expenses	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
990 Other Miscellaneous Expense	1,200.00		1,200.00		1,200.00		1,200.00		1,400.00		1,200.00		1,400.00		1,200.00		1,200.00		1,400.00		1,200.00		1,200.00		1,200.00		1,200.00	
991 Contingency	\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	
Total Other Expenses	\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	
Net Other Income	\$ 21,231.69		\$ 8,532.27		\$ 1,096.70		\$ 1,452.72		\$ 7,022.41		\$ 16,341.82		\$ 7,581.44		\$ 7,240.88		\$ 12,523.70		\$ 4,055.06		\$ 4,055.06		\$ 16,161.77		\$ 13,751.03		\$ 116,991.51	
Net Income	\$ 21,231.69		\$ 8,532.27		\$ 1,096.70		\$ 1,452.72		\$ 7,022.41		\$ 16,341.82		\$ 7,581.44		\$ 7,240.88		\$ 12,523.70		\$ 4,055.06		\$ 4,055.06		\$ 16,161.77		\$ 13,751.03		\$ 116,991.51	

Youngsville ABC Board: College Street Store
Budget FY2021 - FY21 P&L
 July 2021 - March 2022

	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar-22	Apr-22	22-May	22-Jun	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
845 Debt Loan Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
850 Small Tools & Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
855 Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
860 Utilities	470.98	500.03	499.65	469.84	377.80	348.95	326.34	329.32	311.66	324.05	334.65	364.65	4,677.63
870 Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
885 Rent	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	28,800.00
Total 800 General & Administrative Expenses	\$ 3,415.89	\$ 3,025.03	\$ 3,024.65	\$ 2,994.84	\$ 2,902.80	\$ 2,873.95	\$ 2,851.34	\$ 2,854.32	\$ 2,838.66	\$ 2,849.05	\$ 2,859.65	\$ 2,909.65	\$ 35,397.63
	5.22%	5.48%	4.63%	0.30%	6.31%	9.15%	5.08%	5.64%	8.43%	3.18%	10.02%	8.36%	6.16%
950 Other Expense	1,766.97	1,710.36	1,631.10	1,839.40	1,781.19	2,281.09	1,672.71	1,761.02	2,055.58	2,118.29	2,313.67	2,056.59	23,007.98
951 Profits Paid to the Town	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
952 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 950 Other Expense	\$ 1,766.97	\$ 1,710.36	\$ 1,631.10	\$ 1,839.40	\$ 1,781.19	\$ 2,281.09	\$ 1,672.71	\$ 1,761.02	\$ 2,055.58	\$ 2,118.29	\$ 2,313.67	\$ 2,056.59	\$ 23,007.98
Total Expenses	\$ 17,052.18	\$ 16,105.72	\$ 16,026.08	\$ 21,566.22	\$ 16,054.32	\$ 17,440.39	\$ 16,073.37	\$ 16,449.29	\$ 16,430.19	\$ 22,340.76	\$ 16,771.27	\$ 16,504.19	\$ 209,143.97
Net Operating Income	\$ 2,751.53	\$ 2,844.72	\$ 2,041.54	\$ 1,568.61	\$ 3,685.03	\$ 7,866.92	\$ 2,457.65	\$ 3,065.35	\$ 6,365.38	\$ 1,153.24	\$ 8,958.88	\$ 6,302.61	\$ 45,924.25
Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900 Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
990 Other Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Income	\$ 2,751.53	\$ 2,844.72	\$ 2,041.54	\$ 1,568.61	\$ 3,685.03	\$ 7,866.92	\$ 2,457.65	\$ 3,065.35	\$ 6,365.38	\$ 1,153.24	\$ 8,958.88	\$ 6,302.61	\$ 45,924.25



Community Relationships

Youngsville ABC's Commitment to Elevating Customer Experience!



373 Surveys

- Only 15 were not 5 stars (highest rating)
- None were below 3 Stars

510 Total Subscribers since March 1

Social Media Following:

Facebook = 354 Followers
Instagram = 43 Followers (48 Hours)
Twitter = 20 Followers (48 Hours)

96%
NPS

184%
Subscriber Increase

April's Top Comments:

"Thank you for your social media work – it's a model for other ABC's!" ~ Bryan Dunn

"One of the best I've experienced in the state! Moving from Durham, and using Wake for the last few years, glad I found you guys since we live so close!" ~ Cole Woodside

"Thank you for all the great support and your posts online. I love shopping at your store!" ~ Michael Slayton

"One of the best I've experienced in the state! Moving from Durham, and using Wake County for the last few years, glad I found you guys since we live so close!" ~ Cole Woodside

"Over the past several weeks the Youngsville ABC store has improved tenfold versus how it's been for the past several years." ~ Eric V.

"Very excited about the new direction of this Store." ~ Dave Purdy

"Thanks for your great social media presence!" ~ Nick Byrne

"Genuinely appreciate the hard work that this location is putting forth! It is one thing to have a great selection, it is another to have a sincere interest in providing an exceptional customer experience." ~ Jeff Horton

Continued efforts around securing new product.

Customers are noticing!

"Really like the new inventory that you're bringing into the store, you're stepping up the game!" –Brian Harris

HUMAN RESOURCES: New Talent

Great new manager and helpful staff. Huge improvement, great new offerings, keep up the great work!" – David Hirsch

Social Media Strategy:

"Your meme game is strong!" – Geoffrey Hayes