**Monday, February 23, 2026 at 10:14:54 AM Eastern Standard Time**

**Subject:** [Document Released to Requester] Buncombe County, NC public records request #26-12
**Date:** Friday, February 20, 2026 at 4:37:35 PM Eastern Standard Time
**From:** Buncombe County NC Public Records
**To:** AO Records
**Category:** PRODUCTION

EXTERNAL SENDER

-- Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. --

Buncombe County, NC Public Records

## Documents have been released for record request #26-12 along with the following message:

The requested records have been located and are available to review. Please see the attached for public records responsive to your request.

- NC-BUNCOMBE-26-0009.pdf
- scan_e12862_2026-01-08-11-10-13.pdf
- Suggested Reference Book.docx

**View Request 26-12**

https://buncombecountync.nextrequest.com/requests/26-12

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Document links are valid for one month. After March 20, you will need to sign in to view the document(s).



*Questions about your request?* Reply to this email or sign in to contact staff at Buncombe County, NC.

*Technical support:* See our help page

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# Agenda

## Overview

Presented by Auditor Boliek

## Introduction of Local Executive Director

## Voting Trends and Strategic Goals

- How voters are embracing early voting

_Expanding early voting to all areas of North Carolina

Efforts to recruit new non-partisan election day workers

## Conducting an Efficient BOE Meeting & Board Relations

Led by Angela & Dallas

- Agenda drafting

- Minutes

- Motions

- Transparent and efficient meeting

## Early Voting Site Selection Tips

Led by Dallas & Angela

- Requirements for EV site:

  - Room size

  - Electrical

  - Parking

  - Minimum number of curbside spots

  - Traffic flow

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## Director and BOE Chair Roles

Led by Angela with Dallas

- Board Resolution Delegation of Duties

- MOU with County

## Communications

## Closing Thoughts and Questions

Angela, Dallas, and State Auditor

Presenters:

State Auditor Dave Boliek

Angela Hawkins-Wake County Board of Elections-Chair

Dallas Woodhouse-Elections Liaison, Office of the State Auditor

Local Executive Director

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# Reference Links

## NC General Statutes Election Law

https://www.ncleg.gov/Laws/GeneralStatuteSections/Chapter163

## Admin Rules for Elections

http://reports.oah.state.nc.us/ncac.asp?folderName=%5CTitle%2008%20-%20Elections

## Numbered Memos

https://www.ncsbe.gov/about-elections/legal-resources/numbered-memos

## State Board Resolutions

https://dl.ncsbe.gov/?prefix=State_Board_Meeting_Docs/Orders/Resolutions/

## NCSBE Master Election Calendar

https://dl.ncsbe.gov/?prefix=Election%20Resource%20Center/Election%20Calendars/

## Photo ID

https://www.ncsbe.gov/voting/voter-id

## In Person Voting- Early Voting

https://www.ncsbe.gov/voting/vote-early-person

## Same Day Registration (Ev only)

https://www.ncsbe.gov/registering/how-register/register-person-during-early-voting

## Vote by Mail

https://www.ncsbe.gov/voting/vote-mail

## Protest... Voter, Candidate, Election

https://www.ncsbe.gov/about-elections/legal-resources/challenge-protest-appeal-and-complaint-forms

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE BOARD OF ELECTIONS OF DURHAM COUNTY AND

THE DURHAM COUNTY BOARD OF COMMISSIONERS

WHEREAS, the County of Durham (hereinafter "the County") is a body politic and corporate; and

WHEREAS, the County has a Personnel Ordinance and a system of personnel management and administration for County employees as authorized by North Carolina General Statutes Chapter 153a; and

WHEREAS, the County's Personnel Ordinance and personnel system apply automatically only to employees of Durham County government, its agencies and departments; and

WHEREAS, the Durham County Board of Elections (hereinafter the "Board of Elections") is an independent governmental unit established pursuant to Article 4 of the North Carolina General Statutes Chapter 163; and

WHEREAS, the Durham County Board of Elections recommends the appointment and removal of the Director of Elections to the State Board of Elections, and who, upon the recommendation of the Director of Elections, directly appoints and removes staff employees who are supervised by the Director of Elections; and

WHEREAS, the Durham County Board of Elections does not have a personnel office nor a formal system of personnel administration; and

WHEREAS, the Durham County Board of Commissioners may provide personnel administration services to employees of governmental agenda who are not County employees upon written agreement with Durham County, except to the extent that such agreement conflicts with the law.

THEREFORE, the Board of Elections and the Durham County Board of Commissioners mutually agree as follows:

Section 1. The County of Durham will, by and through its Human Resources Department, and its enabling authority, the Durham County Personnel Ordinance, assist the Director of Elections and Board of Elections in providing a uniform system of personnel administration for the Director of Elections and all other employees of the Durham County Board of Elections under the rules, regulations and procedures applicable to Durham County employees.

Section 2. The Board of Elections retains authority to appoint and/or terminate personnel and promote or demote personnel of the Board of Elections to positions within the classification and pay structure established by Durham County and in compliance with Durham County policies and position classifications that are within budgetary allocations designated for employee compensation and benefits.

Section 3. The employees of the Board of Elections shall be granted the same vacation leave, sick leave and petty leave as granted to all other county employees as provided by law and are subject to the same personnel policies of all other county employees.

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Section 4. The Durham County Board of Elections and the Durham County Director of Elections will observe Durham County's policies and procedures concerning general employment rules and regulations, and conditions of employment in a manner consistent with the Board of Elections enabling legislation and the Personnel Ordinances. This agreement does not affect the Durham County Board of Elections statutory authority to appoint and remove employees.

Section 5. Durham County's policies and procedures concerning disciplinary actions against employees and employee grievances will govern this aspect of personnel administration, however, any grievances/appeals from employment or personnel decisions made by the Durham County Director of Elections will be heard and disposed of only by the Durham County Board of Elections. The Chairman of the Board of Elections will submit the results of the Director's annual performance evaluation to human resources.

Section 6. The Director of Elections shall represent the Board when signing all county correspondence including budget, finance and personnel actions for the Board.

Section 7. This Memorandum of Understanding will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon ninety (90) days written notice by any party.

COUNTY OF DURHAM, NORTH CAROLINA

Dated: Oct 23, 2017

Wendell Davis
County Manager

Dated: Oct. 26, 2017

Wendy Jacobs
Chair of Durham County Board of Commissioners

Dated: Nov. 6, 2017

Bill Brian
Chair of Durham County Board of Elections

Dated: Nov 6, 2017

Derek L. Bowens
Director of Durham County Board of Election

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Harnett MOU

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HARNETT AND HARNETT COUNTY BOARD OF ELECTIONS

WHEREAS, the County of Harnett (hereinafter "the County") is a body politic and corporate; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-92, the Board of Commissioners has the authority to fix or approve the schedule of pay, expense allowances and other compensation of all county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-93, the Board of Commissioners has the authority to provide health insurance and retirement benefits for county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, the Board of Commissioners has the authority to establish rules and regulations affecting the workplace; and

WHEREAS, the County has a Personnel Ordinance and system of personnel management and administration for County employees; and

WHEREAS, the Harnett County Board of Elections (hereinafter the "Board of Elections") is an independent governmental unit established by the State of North Carolina and governed by North Carolina General Statute Chapter 163 ("Chapter 163"); and

WHEREAS, the Board of Elections recommends the appointment and removal of the Director of Elections to the State Board of Elections and who upon the recommendation of the Director of Elections directly appoints, disciplines, and removes employees who are supervised by the Director of Elections; and

WHEREAS, the Board of Elections does not have a personnel office nor a formal system of personnel administration; and

WHEREAS, the County may provide personnel administration services to employees of governmental agencies who are not County employees upon written agreement with Harnett County, except to the extent that such agreement conflicts with the law; and

WHEREAS, the Board of Elections and County desire to enter into this Memorandum of Agreement (hereinafter referred to as the "MOU") for the provision of personnel administration services by the County for employees of the Board of Elections.

NOW, THEREFORE, the Board of Elections and the County mutually agree as follows:

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Section 1. The County, by and through its Human Resources Department, and its enabling authority, the Harnett County Personnel Ordinance (hereinafter referred to as the "Personnel Ordinance") will assist the Board of Elections and the Elections Director in providing a uniform system of personnel administration for the Elections Director and all other employees of the Board of Elections under the ordinance, policies, and procedures applicable to County employees.

Section 2. The County will administer leave policies, position classification, compensation and benefits for employees of the Board of Elections.

Section 3. The employees of the Board of Elections shall be entitled to all the same benefits granted to employees of Harnett County including, but not limited to retirement benefits, health plan benefits, and leave.

Section 4. The Board of Elections and the Elections Director will observe Harnett County's policies and procedures concerning general employment rules, regulations, and conditions of employment in a manner consistent with the Board's enabling legislation and the Personnel Ordinance. This MOU does not affect the Harnett County Board of Elections' statutory authority to appoint and remove employees.

Section 5. The County's policies and procedures concerning disciplinary actions against employees and employee's grievances will govern this aspect of personnel administration, as set forth in the Personnel Ordinance; however, any grievances or appeals from employment or personnel decisions made by the Elections Director will be heard and disposed of only by the Board of Elections and there will be no appeal of the decision of the Board of Elections to any County entity. The Chair of the Board of Elections will submit the results of the Director's annual performance evaluation to the County Human Resources Department.

Section 6. The Director of Elections shall represent the Board of Elections when signing all County correspondence including budget, finance, and personnel actions for the Board of Elections.

Section 7. This MOU will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon thirty (30) days written notice by any party.

COUNTY OF HARNETT, NORTH CAROLINA

BY: _____ Date: _____

William Morris, Chairman
Board of County Commissioners

HARNETT COUNTY BOARD OF ELECTIONS

BY: _____ Date: _____

Allison Henderson, Chair
Harnett County Board of Elections

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE WAKE COUNTY BOARD OF ELECTIONS AND THE COUNTY OF WAKE

**WHEREAS,** the County of Wake (hereinafter "the County") is a body politic and corporate; and

**WHEREAS,** the County has a personnel ordinance and a system of personnel management and administration for County employees as authorized by North Carolina General Statues Chapter 153A; and

**WHEREAS,** the County's personnel ordinance and personnel system apply automatically only to employees of Wake County government, its agencies and departments; and

**WHEREAS,** the Wake County Board of Elections is an independent governmental unit established pursuant to Article 4 of North Carolina General Statutes Chapter 163; and

**WHEREAS,** Wake County Board of Elections recommends the appointment and removal of the Elections Director and directly appoints and removes staff employees who are supervised by the Elections Director; and

**WHEREAS,** the Wake County Board of Elections does not have a personnel office nor a formal system of personnel administration; and

**WHEREAS,** the Wake County Board of Commissioners may provide personnel administration services to employees of governmental agencies who are not Wake County employees upon written agreement with Wake County, except to the extent that such agreement conflicts with law.

**Therefore,** the Wake County Board of Elections and the County of Wake mutually agree as follows:

**Section 1.** The County of Wake will, by and through its Human Resources department and other resources, provide assistance to the Director of Elections in administering a uniform system of leave, compensation, and benefits under the procedures, which apply to Wake County employees. It is understood that employee leave scheduling and all other matters concerning supervision or management of employees within this office are within the supervisory authority of the Director.

**Section 2.** Upon request for the Wake County Board of Elections, the Wake County Human Resources Department will provide assistance in the position classification plan for the Wake County Board of Elections.

**Section 3.** The Wake County Board of Elections and the Wake County Elections Director will observe Wake County's policies and procedures concerning employee personnel review, general employment rules and employee selection and separations in a manner consistent with the Board's enabling legislation. This agreement does not affect the Wake County Board of Election's statutory authority to appoint and remove employees.

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Section 4. Wake County's policies and procedures concerning disciplinary actions against employees and employee grievances will govern this aspect of personnel administration; however, any appeals from employment decisions made by the Wake County Elections Director will be heard and disposed of only by the Wake County Board of Elections.

**Section 5.** This Memorandum of Understanding will be effective when signed by both parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon ninety (90) days written notice by either party.

COUNTY OF WAKE, NORTH CAROLINA

BY: Joe Bryan

JOE BRYAN, CHAIRMAN
WAKE COUNTY BOARD OF COMMISSIONERS

The signing of this Memorandum of Understanding was authorized by the Wake County Board of Commissioners at a meeting held on May 16, 2005.

Gwendolyn Reynolds

GWENDOLYN REYNOLDS, CLERK
WAKE COUNTY BOARD OF COMMISSIONERS

DATE: May 16, 2005

WAKE COUNTY BOARD OF ELECTIONS

John H. Gilbert

JOHN H. GILBERT, CHAIRMAN

DATE: June 21, 2005

The signing of this Memorandum of Understanding was authorized by a resolution of the Wake County Board of Elections at a meeting held on June 21 2005.

DIRECTOR OF ELECTIONS

Cherie R. Poucher

CHERIE R. POUCHER

DATE: 6-21, 2005

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STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

MEMORANDUM OF UNDERSTANDING BETWEEN BUNCOMBE COUNTY AND THE BUNCOMBE COUNTY BOARD OF ELECTIONS

WHEREAS, the County of Buncombe (hereinafter "the County") is a body politic and corporate; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-92, the Board of Commissioners has the authority to fix or approve the schedule of pay, expense allowances and other compensation of all county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-93, the Board of Commissioners has the authority to provide health insurance and retirement benefits for county officers and employees; and

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-94, the Board of Commissioners has the authority to establish rules and regulations affecting the workplace; and

WHEREAS, the Buncombe County Board of Elections (hereinafter the "Board of Elections") is an independent governmental unit established by the State of North Carolina and governed by North Carolina General Statute Chapter 163 ("Chapter 163"); and

WHEREAS, the Board of Elections' hiring, management, and discipline of the Director of Elections and the Director of Elections' hiring, management, and discipline of the employees under the supervision of the Director of Elections is governed by N.C. Gen. Stat. § 163-35 and other relevant provisions of Chapter 163 and state regulations related thereto; and

WHEREAS, the Board of Elections does not have a personnel office nor a formal system of personnel administration; and

WHEREAS, the Buncombe County Board of Commissioners may provide personnel administration services to employees of governmental agencies who are not County employees upon written agreement with Buncombe County, except to the extent that such agreement conflicts with the law.

WHEREAS, the Buncombe County Board of Commissioners is obligated to provide reasonable and adequate funds to the Board of Elections necessary for the legal functions of the Board of Elections pursuant to N.C. Gen. Stat. § 163-37;

THEREFORE, the Board of Elections and the County mutually agree as follows:

**Section 1**. The County, by and through its Human Resources Department, and its enabling authority, the Buncombe County Personnel Ordinance, will assist the Board of Elections and the Director of Elections in providing a uniform system of personnel administration for the Director



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of Elections and all employees of the Election Services Department (herein "Election Services") under the ordinance, policies and procedures applicable to County employees.

**Section 2**. The Board of Elections retains authority to appoint and/or terminate personnel and promote or demote personnel of Election Services to positions within the classification and pay structure established by Buncombe County that are within budgetary allocations designated for employee compensation and benefits. The Director of Elections will serve as the appointing authority for all Election Services disciplinary actions and grievances. The Board of Elections may adopt the County's disciplinary and grievance policies or create its own separate policies.

**Section 3**. The employees of Election Services shall be entitled to all the same benefits as granted to employees of Buncombe County, including but not limited to retirement benefits, leave, and health plan benefits.

**Section 4**. The Board of Elections and the Director of Elections will cooperate with Buncombe County in the performance of its obligations described herein.

**Section 5**. This MOU does not affect the Board of Elections' statutory authority to appoint and remove employees.

**Section 6**. Nothing in this MOU shall alter or change Article 1, Section 2(C) of the Personnel Ordinance and this provision of the Personnel Ordinance shall not be revised by Buncombe County without notice to the Board of Elections.

**Section 7**. The Director of Elections shall represent the Board when signing all county correspondence including budget, finance, and personnel actions for the Board.

**Section 8**. This Memorandum of Understanding will be effective when signed by all parties involved. It will continue in force from year to year until modified or terminated by written mutual agreement of the parties hereto, or upon thirty (30) days written notice by any party.

This the 6th day of September, 2022.

BUNCOMBE COUNTY BOARD OF ELECTIONS

Jake Quinn, Chairman of the Buncombe County Board of Elections

BUNCOMBE COUNTY

Brownie Newman, Chairman of the Board of Commissioners



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# Absentee Ballot Container Envelope Precedents

## Voter & Witness Certification

| Voter Signature | Decision | Reference |
|---|---|---|
| Voter made their mark (X or Check) | ACCEPT | Numbered Memo 2021-03 pg. 2 |
| Witness printed name missing, legible signature | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| Signed by someone other than the voter | CURE | Numbered Memo 2021-03 pg. 9 |
| Witness and voter signatures switched | DENY | Numbered Memo 2021-03 pg. 6 |
| Witness signature missing | DENY | Numbered Memo 2021-03 pg. 5 |
| Signed by POA | IF DUE TO A DISABILITY, ACCEPT | Numbered Memo 2022-11 pg. 3 |
| Swapped envelopes (ex. Husband & wife signed each other's envelopes) | CURE | Numbered Memo 2021-03 pg. 9 |

## Witness Address (accept only if full address can be determined)

| Witness Signature | Street Address | City | State | Zip | Decision | Reference |
|---|---|---|---|---|---|---|
| ✓ | ✓ | ✓ | ✓ | X | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | ✓ | X | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | ✓ | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | ✓ | X | X | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | X | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | ✓ | X | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | X | X | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | X | X | X | X | DENY | Numbered Memo 2021-03 pg. 5 |
| ✓ | unreadable | | | | DENY | Numbered Memo 2021-03 pg. 5 |

## PO Box Addresses

| Witness Signature | PO Box | City | State | Zip | Decision | Reference |
|---|---|---|---|---|---|---|
| ✓ | ✓ | ✓ | ✓ | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | ✓ | ✓ | X | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | ✓ | X | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | ✓ | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | X | ✓ | ACCEPT | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | ✓ | X | X | DENY | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | ✓ | X | DENY | Numbered Memo 2021-03 pg. 5 |
| ✓ | ✓ | X | X | X | DENY | Numbered Memo 2021-03 pg. 5 |
| ✓ | X | X | X | X | DENY | Numbered Memo 2021-03 pg. 5 |
| X | any combination | | | | DENY | Numbered Memo 2021-03 pg. 5 |

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| Notary Certification | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| State of | County of | Voter name | Date | Notary Name | Notary Signature | Seal | Commission Expiration | Decision | Reference |
| Any combination | | | | | X | ✓ | ✓ | DENY | Numbered Memo 2021-07 pg. 2 |
| Any combination | | | | | ✓ | X | ✓ | DENY | Numbered Memo 2021-07 pg. 2 |
| Any combination | | | | | ✓ | ✓ | X | ACCEPT | Numbered Memo 2021-07 pg. 2 |
| X | X | X | X | X | ✓ | ✓ | X | ACCEPT | Numbered Memo 2021-07 pg. 2 |
| Out of state Notary attached letter, did not complete notary certification | | | | | | | | DENY | Numbered Memo 2021-07 pg. 2 |

N.C.G.S. 10B-68(a) states, technical defects, errors, or omissions in a notarial certificate shall not affect the sufficiency, validity, or enforceability of the notarial certificate or the related instrument or document.

N.C.G.S. 10B-99(a) states, in the absence of evidence of fraud on the part of the notary, or evidence of a knowing and deliberate violation of this article by the notary, the courts shall grant a presumption of regularity to the notarial acts so that those acts may be upheld, provided there has been substantial compliance with the law.

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Suggested Procedural Rules for Local Appointed Boards | UNC School of Government

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