

Minutes of the Meeting of
The Liberty Town Council
Held on June 28, 2021 5:30 pm

Present

Mayor : The Honorable Filmore York

Council: Chris Compton, Don Herndon, Larry Coble, Tyson Nixon ,
and JR Beard

Town Manager: Scott Kidd

Town Clerk: Jessica Brown

Town Attorney: Bill Flowe

Staff: Fire Chief; Matt Talbott, Finance/HR Director; Kathy Bond
Public Service Director; Terry Crouse, Library Director;
Brenda Heindl-Hornsby, Police; Sergeant Andre Murphy
and Sergeant William Hargrove, Code Enforcement;
Brandon Emory

To Order

The Mayor welcomed everyone and called the meeting to order at 5:30PM.

Pledge of Allegiance/Invocation

Mayor York asked Council Member JR Beard to lead the Pledge of Allegiance and then asked everyone to join in a Moment of Silence.

Adoption of Agenda

Council Member Chris Compton made a motion to adopt the agenda with the additions of 8.2 Public Hearing Budget Ordinance FY 2021-2022 and 8.2 Approval of Budget Ordinance FY 2021-2022 and New Business 14.1 Budget Amendments 47-54 . Council Member Don Herndon seconded the motion which passed unanimously: Council Member Don Herndon voted yes, Council Member Larry Coble voted yes, Council Member Tyson Nixon voted yes, Council Member JR Beard voted yes and Council Member Chris Compton voted yes. The agenda was approved with changes.

Swearing in Scott Kidd Town Manager

Scott Kidd was sworn in as Town Manager by the Town Clerk. His wife Rebecca and daughters Faith and Leah joined him at the podium.

Code Enforcement Report

Brandon Emory said he is starting fresh for the fiscal year. He is resetting the database for 7/1/2021 so we can only see active cases. He has several pre-existing minimum housing cases moving forward. He has a new inspector coming in who worked here previously. There were no questions or concerns.

Public Hearing economic development appropriations - EDC

This is a called Public Hearing to hear comments on an appropriation of \$6,000.00 to the Randolph Economic Development Corporation. Mayor York called the Hearing at 5:40PM. There were no comments. Mayor York closed the Hearing at 5:40PM.

Vote- appropriation \$6,000.00 EDC

Council Member Larry Coble made a motion to approve appropriation of \$6,000.00 to the Randolph EDC. Council Member Chris Compton seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon Tyson Nixon, and JR Beard voting yes.

Public Hearing economic development appropriations - Liberty Chamber

This is a called Public Hearing to hear comments on an appropriation of \$10,000.00 to the Liberty Chamber of Commerce. Mayor York called the Hearing at 5:41PM. Council Member Don Herndon said he supports the Chamber's one time request. They were shut down for the past year and unable to do fundraising. They are the face to new businesses. They are volunteers and most still work full time. They could be very important if someone comes to the Mega Site. They have done a good job with the new signage. Council Member Larry Coble said he does not support the amount of \$10,000.00. He thinks last year's amount is more appropriate. The Hearing was closed at 5:43PM

Vote - appropriation of \$10,000.00 to the Liberty Chamber of Commerce

Council Member Don Herndon made a motion to approve the Chamber's one time request for \$10,000.00. Council Member Tyson Nixon seconded the motion. Council Members Don Herndon, JR Beard and Tyson Nixon voted yes. Council Members Larry Coble and Chris Compton voted no. The motion was passed with a three to two vote.

Public Hearing - RZ-21-1

Mayor York called the Public Hearing at 5:50PM. This is for a requested rezoning of 605 N Asheboro Street from CU-B2 Commercial to R12 Residential. Town Manager Scott Kidd gave the Zoning Change Staff Report. The Staff recommends approval and it is consistent with the Land Use Plan. The Town Attorney Bill Flowe read Rules for Public Comments. Sue Wilson, the widow of owner Jim Wilson, who used the location as his Law Office. She said this is bittersweet but she has an interested buyer who hopes to continue renovations. Her friend Judy Hernandez came forward to speak and give her support as well. Krista Ritter, the potential buyer, said she wants to purchase and hopes to live there with her four children. She appreciates the work Attorney Wilson did on the home. The Public Hearing was closed at 6:00PM.

Town Attorney Bill Flowe said he appreciates the time he spent with Jim Wilson and the things he learned from him. He had poured his heart and soul into the house. He is thankful for all that Jim and Sue have done and meant to the community. He said Jim would be proud that the house is being put to good use.

Vote Rezone 605 N Asheboro Street from CU-B2 Commercial to R12 Residential

Council Member Tyson Nixon said the proposed rezoning is consistent with the Town of Liberty Land Use Plan and Zoning Ordinance because the Plan and Ordinance seek to plan for growth in a manner which provides economic development, while at the same time maintaining Liberty's small town character and made a motion to approve the rezoning of 605 N Asheboro Street from CU-B2 Commercial to R12 residential. Council

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Member JR Beard seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard, and Tyson Nixon voted yes. The property at 605 N Asheboro Street is rezoned from CU-B2 Commercial to R12 Residential.

Public Hearing Budget Ordinance FY 2021-2022

This is a called Public Hearing to receive comments on the Budget for FY 2021-2022. Mayor York called the Hearing to order at 6:03PM. There were no comments and the Hearing was closed at 6:03PM.

Vote Budget Ordinance FY 2021-2022

Council Member JR Beard made a motion to approve the Budget Ordinance for FY 2021-2022. Council Member Don Herndon seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard and Tyson Nixon voted yes to approve. The Budget Ordinance was approved.

Approval of Minutes

Council Member Larry Coble made a motion to approve the minutes on May 17, 2021 Work Session, May 24, 2021 Council Meeting, May 24, 2021 Closed Sessions #1, #2, and #3. Council Member Chris Compton seconded the motion which passed unanimously: Council Member Don Herndon voted yes, Council Member Larry Coble voted yes, Council Member Tyson Nixon voted yes, Council Member JR Beard voted yes, and Council Member Chris Compton voted yes. The minutes were approved.

Consent Agenda

The Consent Agenda includes: Consideration of Fee Schedule and Resolution, Adoption of CIP's, Adoption of Water/Sewer CIP, Appointment of Les Caison III Patterson Cottage Committee, ASADRA Resolution, ASADRA Project Budget Ordinance, Road Closure Fireworks July 10, 2021, Staff Recommendation to go with NCLM for Property/Liability Insurance, Budget Amendment #44, Budget Amendment #45, Budget Amendment #46, AIA Water Resolution, and the Finance Report. Council Member Chris Compton made a motion to approve the Consent Agenda. Council Member Larry Coble seconded the motion which passed unanimously with a vote: Council Member Don Herndon, Council Member Larry Coble voted yes, Council Member Tyson Nixon voted yes, Council Member JR Beard voted yes, and Council Member Chris Compton voted yes. The Consent Agenda was approved.

Old Business

May Finance Report

Council Member Don Herndon made a motion to approve the May Finance Report. Council Member Chris Compton seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard and Tyson Nixon voting yes to approve.

New Business

Budget Amendments # 47- 54

These amendments are to move money that needs to be moved for the end of the Fiscal Year. Town Manager Scott Kidd said money was moved to cover salaries for the Cares Act. These will even up and balance the budget. We lowered the budget last year due to unknowns (COVID). Council Member JR Beard made a motion to approve Budget Amendment #47- 54. Council Member Larry Coble seconded the motion which passed

unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard, and Chris Compton voted yes. Budget Amendments #47 - 54 were approved.

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Administrative Reports

Manager's Report

Scott Kidd thanked everyone for their support while working on the Budget and thanked the staff for their work. He is thankful for them entrusting him with this position and is excited about all our grants. With our ADA Transition and Code Enforcement we are moving to a very positive place.

Mayor Comments

Mayor York thanked the Council and Department Heads. He hopes everyone has a happy and safe Fourth and reminds everyone to invite neighbors and friends to the fireworks on July 10th

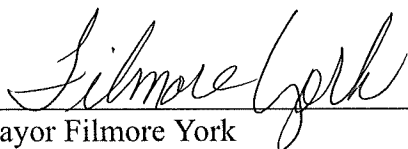
Closed Sessions per GS 143-318.11 (5)

Council Member Tyson Nixon made a motion to go into Closed Session per GS 143 - 318.11 (5) . Council Member Don Herndon seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard, and Tyson Nixon voting yes to go into Closed Session. The Liberty Town Council went into Closed Session at 6:20pm.

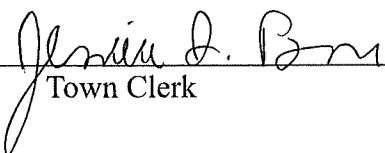
Council Member Tyson Nixon made a motion to come out of Closed Session. Council Member JR Beard seconded the motion which passed unanimously with Council Members Larry Coble, Chris Compton, Don Herndon, JR Beard, and Tyson Nixon voting yes. The Liberty Town Council came out of Closed Session at 6:40pm.

Adjourn

There being no further business to discuss, Council Member Tyson Nixon made a motion to adjourn. Council Member JR Beard seconded the motion which passed unanimously with a vote: Council Member Don Herndon voted yes, Council Member Larry Coble voted yes, Council Member Tyson Nixon voted yes, Council Member JR Beard voted yes, and Council Member Chris Compton voted yes. The meeting was adjourned.



Mayor Filmore York

ATTEST: 

Town Clerk

2021-2022 Budget Ordinance - Liberty, North Carolina

Be it ordained by the Town Council of Liberty, North Carolina in regular session assembled: June 28, 2021

Section 1. The following amounts is a overall summary of the estimated revenues and appropriated funds for the operation of Liberty Government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 according to the following summary schedules:

SUMMARY	ESTIMATED REVENUES	APPROPRIATION
General Fund	\$3,496,023	\$3,496,023
Water/Sewer Fund	\$1,526,265	\$1,526,265
Total	\$5,022,288	\$5,022,288

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the town government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore established for this town:

Governmental Body	\$	23,210
Administration	\$	424,046
Election	\$	1,500
Planning and Zoning	\$	46,650
Police	\$	805,950
Fire	\$	394,670
Streets	\$	355,379
Sanitation	\$	212,400
Recreation	\$	234,860
Library	\$	148,170
Cemetery	\$	23,500
LWCF Freedom Park	\$	160,000
General Fund Balance Approp.	\$	470,788
Capital Outlay	\$	194,900
	\$	3,496,023

2021-2022 Budget Ordinance - Liberty, North Carolina.

Section 3. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Current Year's Property Tax	\$	1,125,000
Prior Year's Property Taxes	\$	18,700
Discount on Taxes	\$	(8,000)
Vehicle Tax	\$	105,000
Tax Penalties and Interest	\$	3,500
CATV Franchise	\$	28,000
Interest Income on Investments	\$	12,000
Reitzel Center Rents	\$	500
Cemetery (Grave opening & Sales	\$	10,000
Recreation Revenue	\$	11,500
ABC Store Rent	\$	24,000
Library Fines	\$	5,000
Utility Franchise Tax	\$	128,000
Tax Beer & Wine	\$	12,000
Powell Bill	\$	80,000
Landfill and Debris Pick Up	\$	1,000
Sales Tax	\$	646,000
ABC Revenue	\$	33,000
ABC Rev Med Bldg Maint	\$	1,000
ABC Rev Law Enforcement	\$	5,000
County Fire Tax	\$	218,000
Municipal Solid Waste	\$	192,420
Solid Waste Tax Distribution	\$	1,500
LWCF Freedom Park	\$	160,000
Sale of Fixed Assets	\$	3,500
Randolph Library Supplement	\$	12,000
Misc Revenue	\$	500
Other Revenue	\$	1,215
General Fund Bal Approp	\$	470,788
General Fund Capital Reserve	\$	194,900
	\$	<u>3,496,023</u>

2021-2022 Budget Ordinance - Liberty, North Carolina

Section 4. The following amounts are hereby appropriated in the Water/Sewer Fund for the operation of the Water and Sewer utilities for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the chart of accounts heretofore approved for the Town:

Administration	\$	201,365
Water	\$	663,650
Sewer	\$	561,250
Water/Sewer Capital Outlay	\$	100,000
	\$	<u>1,526,265</u>

Section 5. It is estimated that the following revenues will be available in the Water/Sewer Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Miscellaneous Income	\$	2,000
Convenience Fee	\$	(5,000)
Water Receipts	\$	396,000
Sewer Receipts	\$	494,000
Service Charges	\$	18,000
Insurance Proceeds	\$	500
Water/Sewer Tap	\$	500
Reconnect Fees	\$	12,500
Interest Income	\$	200
Proceeds from Grants	\$	504,565
Water/Sewer FB	\$	
Water/Sewer Capital Reserve	\$	100,000
Water/Sewer Cont from G/F	\$	
Sale of Fixed Assets	\$	<u>3,000</u>
	\$	<u>1,526,265</u>

2021 - 2022 Budget Ordinance - Liberty, North Carolina

Section 12. The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. He may transfer amounts between objects of expenditures within a department without limitation and without a report being required.
- b. He may transfer amounts up to \$5,000 between departments of the same fund with an official report on such transfers at the next regular meeting of the Town Council
- c. He may not transfer any amount between funds nor from any contingency appropriation within any fund.

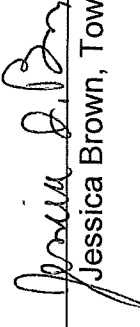
Section 12. Copies of the Budget Ordinance shall be furnished to the Finance Officer and to the Budget Officer of this town to be kept on file by them for their direction in the disbursement of funds.

Adopted this 28th day of June, 2021



Mayor, Filmore York

Attest:



Jessica Brown, Town Clerk

Town of Liberty
P. O. Box 1006
239 South Fayetteville Street
Liberty, North Carolina 27298
(336) 622-4276 phone (336) 622-2665 fax

RESOLUTION 2021-6

WHEREAS, The Town of Liberty wishes to establish a fee schedule for the General Fund and Water and Sewer Fund for the Fiscal Year 2021 - 2022; and

WHEREAS, The Town of Liberty wishes to establish this fee schedule in advance to better estimate upcoming Fiscal Year revenues; and

WHEREAS, Public enterprises tend to be funded mainly by user fees; and

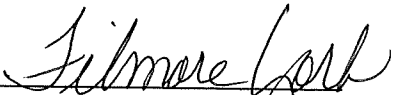
WHEREAS, Municipalities have parallel authority to impose "schedule of rents, rates, fees, charges, and penalties for the use of services furnished by any Public Enterprise; and

WHEREAS, Municipalities may include in such rates and charges the capital costs associated with actual or anticipated growth, as well as operating expenses and depreciation; and

WHEREAS, Fees may be assessed on all users of the enterprise funds, regardless of their property status;

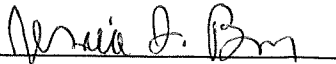
NOW, THEREFORE, BE IT RESOLVED that the Town Council of The Town of Liberty North Carolina hereby:

ADOPT THE 2021 - 2022 FISCAL YEAR FEE SCHEDULE
EFFECTIVE JULY 1, 2021 FOR THE TOWN OF LIBERTY GENERAL
FUND, AND WATER AND SEWER FUND, RESPECTFULLY, AS
PRESENTED THIS MONDAY, JUNE 28, 2021.



Filmore York, Mayor

ATTEST:



Jessica Brown, Town Clerk

TOWN OF LIBERTY
ASADRA #CS370460-04
(Additional Supplemental Appropriations for Disaster Relief Act 2019)
LIBERTY COLLECTION SYSTEM IMPROVEMENTS
RELOCATING THE STARMOUNT PUMP STATION &
REHABILITATING THE KINRO PUMP STATION
GRANT PROJECT ORDINANCE
FISCAL YEAR 2021 thru FISCAL YEAR 2023

BE IT ORDAINED by the Town Council of the Town of Liberty, North Carolina in a meeting held on June 28, 2021, that the following project ordinance is hereby adopted:

Pursuant to North Carolina General Statute 159-13.2, the following Grant Project Ordinance is hereby adopted for the purpose of **ASADRA #CS370460-04 LIBERTY COLLECTION SYSTEM IMPROVEMENTS**.

Section 1. The Project is hereby authorized as a project with current revenues and expenditures projected as listed below.

Section 2. The officers of the Town of Liberty hereby authorized to proceed with the project within the term of the loan agreement approved by the Liberty Town Council.

Section 3. The following revenues are anticipated to be available for this project:

83-3290-015	ASADRA	\$3,000,000.00
83-3980-000	Transfer from Enterprise Fund Balance	<u>\$ 60,000.00</u>
		\$3,060,000.00

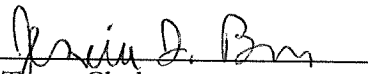
Section 4. The following amounts are appropriated as expenditures for this project at this time:

83-8320-721	Administration	\$ 25,000.00
83-8320-725	Construction	\$ 2,725,600.00
83-8320-730	Engineering	\$ 249,400.00
83-8320-740	Closing Fee	<u>\$ 60,000.00</u>
		\$ 3,060,000.00

Adopted this 28th day of June 2021.



Filmore York, Mayor

ATTEST: 

Town Clerk

Town of Liberty
P.O. Box 1006
239 South Fayetteville Street
Liberty, North Carolina 27298
(336) 622-4276 phone (336) 622-2665 fax

RESOLUTION BY THE TOWN COUNCIL OF TOWN OF LIBERTY

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan, in the amount of \$3,060,000.00 for Project #CS370460-4 Liberty Collection System Improvements, relocating the Starmount Pump Station, and rehabilitation of the Kinro Pump Station, and

WHEREAS, the Town of Liberty intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LIBERTY:

That the Town of Liberty does hereby accept the loan from Clean Water State Revolving Fund offer of \$3,060,000.00

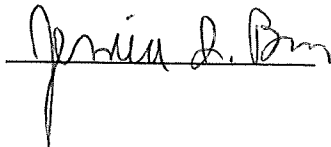
That The Town of Liberty does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to..

That Scott Kidd Town Manager, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That The Town of Liberty has substantially complied or will substantially comply with all Federal, State and local laws, rules regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this June 28, 2021 at Liberty Town Council Meeting Town Hall Liberty, North Carolina.

ATTEST:





Mayor

Town of Liberty
P. O. Box 1006
239 South Fayetteville Street
Liberty, North Carolina 27298
(336) 622-4276 phone (336) 622-2665 fax

RESOLUTION 2021-7

**RESOLUTION AUTHORIZING A TEMPORARY STREET CLOSING IN
ACCORDANCE WITH THE LIBERTY CODE OF ORDINANCES § 90.33**

WHEREAS, the Town of Liberty is willing to accommodate temporary street closures for civic events; and

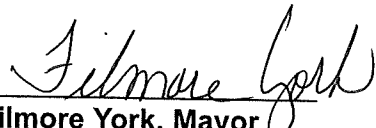
WHEREAS, the Town Manager will have appropriate traffic control devices installed to give notice of the temporary street closing; and

WHEREAS, the Town of Liberty Chief of Police has received a written request for a temporary street closing for the July Fireworks Display. and recommends said closing ; and

WHEREAS, this event will benefit the community and not hamper other Town of Liberty activities on the date of request; and

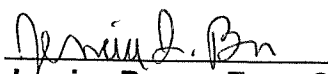
NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Liberty, North Carolina, meeting in regular session on the 28th day of June, 2021 allow the temporary street closing below:

On Saturday July 10, 2021 for the purpose of the Liberty Fireworks Display to occur there will be closures of sections of Highfill Street between Fayetteville and E Swannanoa from 7:00PM to 11:30PM.



Filmore York, Mayor

ATTEST:



Jessica Brown, Town Clerk

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this 29 day of June 2021, by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the "Fund"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney's fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

Governing Body Resolution

of the

Town Council Town of Liberty
(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," a copy of which is attached to and made a part of this Resolution.

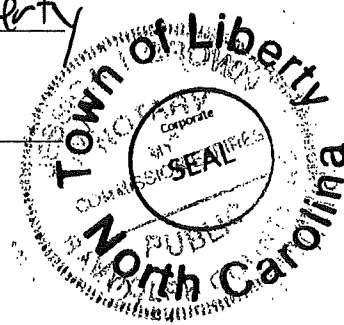
I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 28th day of June, 2021, as it appears of record in its official minutes.

Town Council Town of Liberty
(Name of Unit of Local Government)

By: Filmore York
(Mayor, or Board Chair)

ATTEST:
Jemina D. Bmy
(Clerk, or Secretary to the Board)

(SEAL)



SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Agency shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Agency and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Agency shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Agency. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Agency or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Agency and contributing to the pool shall be liable to the Agency, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Agency, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Agency. Subject to the services and sponsorship agreement between the Administrator and the Agency, the Administrator shall provide day-to-day management of the Agency and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Agency's purpose. The Administrator shall deposit to the account of the Agency at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Agency. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Agency hereby agree that the Trustees may admit as members of this Agency only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section

VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Agency only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Agency as a result of any workers' compensation or employers' liability claim of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

<p style="text-align: center;">SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES</p>
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The rules, regulations, policies, and bylaws for the administering of the Agency and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Agency agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; and to make or arrange for payment of claims, medical expenses, and all other things required or necessary;
- (c) In the event of an accident or a claim reported by a member, to make immediate provision for remedial care for its employee, and to give immediate notification of the claim to the Administrator on the prescribed forms;
- (d) To permit the Agency to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the North Carolina Workers' Compensation Act or employers' liability coverage, including suits or other proceedings alleging such injuries and demanding damages or compensation therefore (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Agency, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Agency for investigation, negotiation, or defense. It is agreed that the Agency shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Agency shall be at the sole cost of the settling member without any reimbursement or

other resources from the Agency and may be grounds for expulsion of the member from the Agency;

- (e) To cooperate in all respects with the Agency, the Trustees, the Administrator, and any contractors of the Agency in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Agency under this Agreement, the Agency shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow the reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Agency in order to minimize claims against the Agency;
- (h) The Trustees, the Administrator, and any contractors of the Agency shall be permitted at all reasonable times to inspect the work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times and within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Agency under the terms of this Agreement shall begin upon payment of the premium and/or contribution by the member to the Agency. Risk sharing by this Agency under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Agency upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Agency as a result of any workers' compensation or employers' liability claim of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Agency, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment; and
- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata

in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Agency. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Agency shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Agency. All remaining monies coming into their hands during any fiscal year of the Agency shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of required medical, surgical, hospital, rehabilitation, nursing expenses, payments of workers' compensation to employees of members covered by this Agreement, and employers' liability claims including settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Agency, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and claims expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of an Agency Year. Undistributed excess funds from previous Agency Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Agency as set out hereinabove will be accumulated in the Agency or distributed to the member units at the discretion of and in the manner provided by the Trustees.

Any monies or other assets thereafter remaining in the Agency shall revert to the members of the Agency as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Agency.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Agency during the current Agency Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITH DRAWAL

The Agency shall operate on a fiscal year from 12:01 a.m. July 1st to midnight on June 30 of the succeeding year (the "Agency Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Agency Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Agency by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days prior to the last day, June 30, of the Agency Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Agency Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Agency and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Agency on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE AGENCY; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Agency has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Agency shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Agency by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Agency shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- (b) payment of reasonable and necessary expenses incurred in such termination.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Agency who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Agency and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the North Carolina Interlocal Risk Management Agency have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

NORTH CAROLINA INTERLOCAL RISK
MANAGEMENT AGENCY

Bya

BY: S. Mujib-Abel-Khan
Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

Kristy Barefoot

BY: Paul A. Meyer
Executive Director
Administrator

Town of Liberty
(NAME OF PARTICIPATING ENTITY)

Jessica D. Brown
(Clerk, or Secretary to the Board)

BY: Filmore York
(Mayor, or Board Chair)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR WORKERS' COMPENSATION RISK SHARING**

This Agreement, made and entered into in duplicate originals this 29 day of June, 2021, by and between all the parties who are now, or may hereafter become, members of the North Carolina Interlocal Risk Management Agency (hereinafter "Agency"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Agency and have agreed to pool the risk of their workers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Agency have agreed upon designation of a Board of Trustees to direct the affairs of the Agency, to adopt rules, regulations, policies, and bylaws for implementing and administering the Agency, and to pass upon the admissibility of future members of the Agency; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Agency, subject to the provisions of this Agreement and the policies adopted by the Trustees, and;

WHEREAS, by this Agreement the Agency will undertake to discharge, solely from the assets of this Agency, by payment, any lawful workers' compensation and employers' liability claims against any member of the Agency, which awards shall have been sustained by final judgment where suit shall have been filed, or by the rules of the Agency if settlement is made before suit is filed; and

WHEREAS, the members of the Agency agree to pay premiums and/or contributions based upon appropriate classifications, rates, and experience modifications, and other criteria established by the Trustees, out of a portion of which the Agency will establish and maintain a fund for the payment of workers' compensation and employers' liability claims and awards and further, that the members covenant and agree that there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Agency, through the action of their respective governing bodies have elected to comply with the conditions of this Agreement;

Governing Body Resolution

of the

Town Council Town of Liberty
(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY and have agreed to pool the risks of their workers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Workers' Compensation Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Agency and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool for Workers' Compensation Risk Sharing," a copy of which is attached to and made a part of this Resolution.

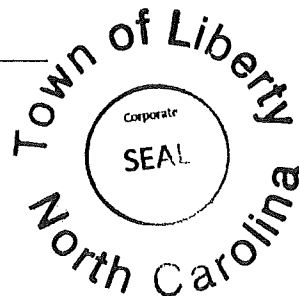
I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 28th day of June, 2021, as it appears of record in its official minutes.

Town Council Town of Liberty
(Name of Unit of Local Government)

By: Simone York
(Mayor, or Board Chair)

ATTEST: Jessie D. Bn
(Clerk, or Secretary to the Board)

(SEAL)



NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Agency established by the signatories hereto is to allow members to pool the risk of their workers' compensation liabilities and payment of claims for employers' liability coverage. To this end, the Agency shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Agency;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Agency and the Agency;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Agency; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Agency against excess losses; invest the assets of the Agency; provide loss control and other risk management services for the Agency and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Agency;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Agency to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Agency.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Agency money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Agency agree that, for the payment of any claim against the Agency or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Agency shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Agency money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Agency agree that, for the payment of any workers' compensation or employers' liability claim against the Agency or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Agency pursuant to the types and levels of coverage established by the Board of Trustees.

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

**SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS;
MEMBERS' RESPONSIBILITIES**

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would

have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES


There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:


Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

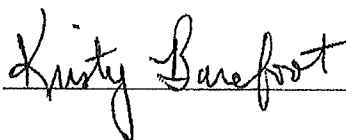
WITNESS:



INTERLOCAL RISK FINANCING FUND
OF NORTH CAROLINA

BY: 

Chair
Board of Trustees




NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

BY: 

Executive Director
Administrator



(NAME OF PARTICIPATING ENTITY)



(Clerk, or Secretary to the Board)

BY: 

(Mayor, or Board Chair)



**NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Worker's Compensation**

**Proposal Acceptance Form
For
Fund Year 2021-2022**

I certify that our Governmental Unit accepts the attached Workers' Compensation quote and choose the options indicated below. We understand that this form constitutes acceptance of membership in NCIRMA for the 2020-2021 Fund Year and the coverage selected will be bound on the effective date indicated on the attached Estimated Annual Premium Report, subject to (i) the issuance of Declarations of Coverage by NCIRMA and (ii) timely payment of premium. We further understand that these options cannot be revised during the program year.

LIMITS & DATES			
Employers Liability Limits	1,000,000/1,000,000/1,000,000	Deductible	\$ 0
Effective Date	07/01/2021	IRFFNC Member?	Yes

SIGNATURE	
Name of Entity: <i>Town of Liberty</i>	Date: <i>6/29/21</i>
Signature of Authority: <i>[Signature]</i>	Printed Name of Authorized Individual <i>Scott Kidd</i>
Title: <i>Town Manager</i>	Telephone: <i>336-622-</i>

Contribution Payment Option: Annual Quarterly*

Risk Management Services
Underwriting – Workers Compensation Underwriting Attn: Gary Burkhardt
434 Fayetteville Street, Suite 1900, Raleigh, NC 27601

*Quarterly Payment has a 4% finance fee



INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA

Property and Liability Self-Insured Fund

Accept	Reject	Coverage	Limit	Deductible	Effective Date
		Liability			
X		General Liability *	\$ 5,000,000	\$ 10,000	07/01/2021
X		Employee Benefits Liability*	\$ 5,000,000	\$ 10,000	07/01/2021
		Premises Medical Pay			
X		Police Professional Liability	\$ 5,000,000	\$ 10,000	07/01/2021
X		Public Officials Liability	\$ 5,000,000	\$ 10,000	07/01/2021
X		Employment Practices Liability	\$ 5,000,000	\$ 10,000	07/01/2021
		Liquor Liability			
		Property			
X		Blanket Buildings & Personal Property *	\$ 11,498,766	\$ 1,000	07/01/2021
		Inland Marine			
X		Municipal Equipment	\$ 840,756	\$ 1,000	07/01/2021
X		Computer Equipment & Media	\$ 75,000	\$ 1,000	07/01/2021
X		Portable Equipment	\$ 369,875	\$ 250	07/01/2021
		Fine Arts	\$ 50,000	\$ 250	07/01/2021
		Scheduled Animal			
		Crime			
X		Employee Dishonesty	\$ 50,000	\$ 250	07/01/2021
X		Forgery & Alteration	\$ 50,000	\$ 250	07/01/2021
x		Inside Premises – Theft of Money or Security	\$ 5,000	\$ 0	07/01/2021
x		Outside Premises	\$ 5,000	\$ 0	07/01/2021
		Public Officials Bond			
		Automobile			
X		Automobile Liability *	\$ 5,000,000	\$ 0	07/01/2021
X		Auto Physical Damage - Comprehensive	TIV		07/01/2021
X		Auto Physical Damage - Collision	TIV		07/01/2021
		Uninsured/Underinsured Motorist Coverage			
X		Impounded Vehicles (Comp/Collision)	\$ 100,000	\$ 500	07/01/2021
		Other			

* Indicates "core" coverage which must be elected before other optional coverage may be purchased

We have selected and hereby accept the above coverage(s) offered by the Interlocal Risk Financing Fund of North Carolina (IRFFNC/Property & Liability Program). We understand that this form constitutes acceptance of membership in the IRFFNC/Property & Liability Program and the coverage(s) selected will be bound on the effective date indicated subject to (i) the issuance of Declarations of Coverage by IRFFNC/Property & Liability Program and (ii) timely payment of contribution.

Name of Entity: Town of Liberty	Date: 6/29/21
Signature of Authority: 	Title: Town Manager

Contribution Payment Option: Annual Quarterly**

Risk Management Services
Underwriting - Property & Liability Program
434 Fayetteville Street, Suite 1900, Raleigh, NC 27602

**Quarterly Payment option is not available for short term policies



INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA

Property and Liability Self-Insured Fund

Accept	Reject	Coverage	Limit	Deductible	Effective Date
		Liability			
X		General Liability *	\$ 5,000,000	\$ 0	07/01/2021
X		Employee Benefits Liability*	\$ 5,000,000	\$ 1,000	07/01/2021
		Premises Medical Pay			
X		Police Professional Liability	\$ 5,000,000	\$ 2,500	07/01/2021
X		Public Officials Liability	\$ 5,000,000	\$ 10,000	07/01/2021
X		Employment Practices Liability	\$ 5,000,000	\$ 10,000	07/01/2021
		Liquor Liability			
		Property			
X		Blanket Buildings & Personal Property *	\$ 11,498,766	\$ 1,000	07/01/2021
		Inland Marine			
X		Municipal Equipment	\$ 840,756	\$ 1,000	07/01/2021
X		Computer Equipment & Media	\$ 75,000	\$ 1,000	07/01/2021
X		Portable Equipment	\$ 369,875	\$ 250	07/01/2021
X		Fine Arts	\$ 50,000	\$ 250	07/01/2021
		Scheduled Animal			
		Crime			
X		Employee Dishonesty	\$ 50,000	\$ 250	07/01/2021
X		Forgery & Alteration	\$ 50,000	\$ 250	07/01/2021
x		Inside Premises – Theft of Money or Security	\$ 5,000	\$ 250	07/01/2021
x		Outside Premises	\$ 5,000	\$ 250	07/01/2021
		Public Officials Bond			
		Automobile			
X		Automobile Liability *	\$ 5,000,000	\$ 0	07/01/2021
X		Auto Physical Damage - Comprehensive	TIV	\$500	07/01/2021
X		Auto Physical Damage - Collision	TIV	\$500	07/01/2021
		Uninsured/Underinsured Motorist Coverage			
X		Impounded Vehicles (Comp/Collision)	\$ 100,000	\$ 500	07/01/2021
		Other			

* Indicates "core" coverage which must be elected before other optional coverage may be purchased

We have selected and hereby accept the above coverage(s) offered by the Interlocal Risk Financing Fund of North Carolina (IRFFNC/Property & Liability Program). We understand that this form constitutes acceptance of membership in the IRFFNC/Property & Liability Program and the coverage(s) selected will be bound on the effective date indicated subject to (i) the issuance of Declarations of Coverage by IRFFNC/Property & Liability Program and (ii) timely payment of contribution.

Name of Entity: Town of Liberty	Date: 7/12/21
Signature of Authority: 	Title: Town Manager

Contribution Payment Option: Annual Quarterly**

Risk Management Services
Underwriting - Property & Liability Program
434 Fayetteville Street, Suite 1900, Raleigh, NC 27602

**Quarterly Payment option is not available for short term policies.

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #45) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. This amendment is to move funds from Water Capital Outlay to Water Capital Outlay Equipment to purchase a Portable Camara System.

Section 1: The following expenditures in the General Fund shall be increased and decreased by the amounts indicated:

30 Fund Expenditures				
Enterprise Fund	Line Item	Budget	Change	Amended Budget
W Capital Outlay Equipment	30-8100-740	0.00	3,250	3,250
S Capital Outlay Equipment	30-8110-750	33,710	3,250	36,960
Total Expenditures		33,710	6,500	40,210

30 Fund Expenditures				
Enterprise Fund	Line Item	Budget	Change	Amended Budget
W Capital Outlay	30-8100-790	9,730	(3,250)	6,480
S Capital Outlay	30-8110-790	9,730	(3,250)	6,480
Total Expenditures		19,460	(6,500)	12,960

Prepared By: Kathy Bond, Finance Director
Reviewed By: Scott Kidd, Interim Town Manager
Town Manager Initials: SKR

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-2021

Genia J. Bm
Town Clerk

Date: 6/28/2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #44) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows:
follows. **This amendment is to move funds from General Fund Appropriated to P/Z Minimum Housing and Legal & Professional line item.**

Section 1: The following expenditures in the General Fund shall be increased and increased by the amounts indicated:

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
P/Z Legal & Professional	10-4900-040	10,000	1,581	11,581
P/Z Minimum Housing Abatement	10-4900-650	35,760	2,240	38,000
Total Expenditures		45,760	3,821	49,581

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	3,821	207,967
Total Expenditures		204,146	3,821	207,967

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Town Manager

Town Manager Initials: SK

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-21

Jessica D. Brown
Town Clerk

Date: 6/28/2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #46) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. This amendment is to move funds from General Fund Appropriated to Library line items. This is to cover construction and equipment needed for the improvement of the Library. (Monies will be transferred from the Lowe Account into General Fund Appropriated.)

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
Library Capital Outlay Building	10-6300-750	1,580	7,580	9,160
Library Capital Outlay Equipment	10-6300-760	2,310	4,565	6,875
Total Expenditures		3,890	12,145	16,035

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	12,145	216,291
Total Expenditures		204,146	12,145	216,291

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Interim Town Manager

Town Manager Initials: SK

ATTEST:

Filmore York
Filmore York, Mayor

Date: 6-28-21

Jenna F. B...
Town Clerk

Date: 6/28/2021

Town of Liberty
P.O. Box 1006
239 South Fayetteville Street
Liberty, North Carolina 27298
(336) 622-4276 phone (336) 622-2665 fax

RESOLUTION BY THE TOWN COUNCIL OF TOWN OF LIBERTY

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$150,000.00 to perform asset inventory and assessment work, and

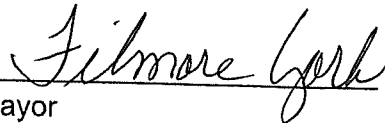
WHEREAS, the Town of Liberty intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LIBERTY:

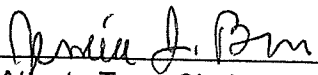
That The Town of Liberty does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award offer will be adhered to.

That Scott Kidd Town Manager, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this June 28, 2021 at Liberty Town Council Meeting Town Hall Liberty, North Carolina.



Mayor



Attest: Town Clerk

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #47-A) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. This amendment is to provide the necessary cash flow for the 82 Fund thereby meeting the Fiscal 2021 Audit requirement.

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	64,420	268,566
Total Expenditures		204,146	64,420	268,566

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
L/E Salaries	10-5100-020	498,555	32,920	531,475
Fire Salaries	10-5300-020	251,760	31,500	283,260
Total Revenues		750,315	64,420	814,735

Prepared By: Kathy Bond, Finance Director
Reviewed By: Scott Kidd, Interim Town Manager
Town Manager Initials: SK

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-2021

Jessie J. Bon
Town Clerk

Date: 6-28-2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #47) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. **This amendment is to move funds from Fund 82 (Cares Act Special Revenue) to General Fund Appropriated to Fire and Police Dept Salary line items.**

Section 1: The following expenditures and revenues in Fund 82 (Cares Act Special Revenue) shall be decreased by the amounts indicated:

82 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
Transfer to Water & Sewer Fund Prior Years Expense	82-4100-600	12,884	(12,884)	0
General Government Supplies	82-4200-330	12,884	(12,884)	0
Public Safety Salaries	82-5400-020	0	0	0
Public Safety Supplies	82-5400-330	12,884	(12,884)	0
Park & Recreation Supplies	82-6200-330	12,884	(12,884)	0
Transfer to General Fund Prior Year Expenses	82-6900-890	12,884	(12,884)	0
Total Expenditures		64,420	(64,420)	0

82 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
Revenue From Other Governments	82-3600-630	64,420	(64,420)	0
Total Expenditures		64,420	(64,420)	0

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Interim Town Manager

Town Manager Initials: *SK*

ATTEST:

Filmore York
Filmore York, Mayor

Jessie D. Bond
Town Clerk

Date: 6-28-21

Date: 6/28/2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #48) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows:
follows. **This amendment is to move funds from General Fund Appropriated to the following Fund 10 Salary, FICA & Retirement line items.**

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
ADM Salaries	10-4200-020	186,780	40,610	227,390
ADM Emp Retirement	10-4200-070	25,550	3,108	28,658
F/D Salaries	10-5300-020	251,760	15,830	267,590
F/D FICA	10-5300-050	19,455	3,496	22,951
ST Salaries	10-5600-020	114,810	4,505	119,315
REC Salaries	10-6200-020	85,960	8,694	94,654
Total Expenditures		684,315	76,243	760,558

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	76,243	280,389
Total Revenues		204,146	76,243	280,389

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Interim Town Manager

Town Manager Initials: SKK

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-21

Annika L. Bern
Town Clerk

Date: 6/28/2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #49) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. This amendment is to move funds from General Fund Appropriated to the following Fund 10 Planning and Zoning Minimum Housing Abatement.

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
P/Z Minimum Housing Abatement	10-4900-650	30,000	2,800	32,800
Total Expenditures		30,000	2,800	32,800

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	2,800	206,946
Total Revenues		204,146	2,800	206,946

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Interim Town Manager

Town Manager Initials: SK

Filmore York
Filmore York, Mayor

ATTEST:

Jennifer D. Bonn
Town Clerk

Date: 6-28-21

Date: 6/28/2021

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #50) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows: follows. **This amendment is to move funds from Water/Sewer Fund Appropriated to the following Fund 30 Sewer line items. .**

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

30 Fund Expenditures				
Water/Sewer Fund	Line Item	Budget	Change	Amended Budget
On Call	30-8110-030	15,820	780	16,600
S MR Sewerlines	30-8110-180	13,716	10,000	23,716
S MR Liftstation	30-8110-190	28,259	140	28,399
S MR WWTP	30-8110-200	9,618	940	10,558
S Dept Supplies	30-8110-330	1,579	223	1,802
S Violations	30-8110-460	6,500	1,278	7,778
Total Expenditures		75,492	13,361	88,853

30 Fund Revenues				
Water/Sewer Fund	Line Item	Budget	Change	Amended Budget
W/S Fund Bal Appr.	30-3990-000	0.00	13,361	13,361
Total Revenues		0	13,361	13,361

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Interim Town Manager

Town Manager Initials: SK

ATTEST:

Filmore York
Filmore York, Mayor

Date: 6-28-21

Jessica S. Bond
Town Clerk

Date: 6/28/2021

Meeting Date June 28, 2021
Supplement to BA#24

Town of Liberty Budget Amendment (FY 2020-2021 #51) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows:

This amendment is to transfer funds from the Capital Reserve Fund 70 to complete Fund 30 M/R Lift Stations on BA#24.

Section 1: The following revenue and expenditures in the Water/Sewer Capital Reserve Fund shall be decreased and increased by the amounts indicated:

70 Fund Expenditures				
Water & Sewer Fund	Line Item	Budget	Change	Amended Budget
Transfer To Water/Sewer Fund	70-6900-895	0	16,000	16,000
Total Revenues		0	16,000	16,000

70 Fund Revenues				
Water & Sewer Fund	Line Item	Budget	Change	Amended Budget
Fund Balance Appropriated	70-3990-000	0	16,000	16,000
Total Expenditures		0	16,000	16,000

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Town Manager

Town Manager Initials: SK

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-21

Jessica Brown
Jessica Brown, Town Clerk

Date: 6/28/2021

Meeting Date June 28, 2021
 Reissue From Voided BA#10B

Town of Liberty Budget Amendment (FY 2020-2021 #52) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows. **This amendment is to move funds to increase the Town Contribution for Fund 40 Downtown Revitalization Grant. (Continuation to complete Budget Amendment)**

Section 1: The following revenue and expenditures in the 40 fund -Downtown Revitalization Grant shall be increase by the amounts indicated:

40 Fund Revenues				
Downtown Revitalization Grant	Line Item	Budget	Change	Amended Budget
Transfer from GF Rev Line	40-3980-000	0	10,000	10,000
Total Revenues		0	10,000	10,000
40 Fund Expenditures				
Downtown Revitalization Grant	Line Item	Budget	Change	Amended Budget
Facade Grant	40-9200-000	43,756	10,000	53,756
Total Expenditures		43,756	10,000	53,756

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Town Manager

Town Manager Initials: ASK

Filmore York
 Filmore York, Mayor

Date: 6-28-2021

ATTEST:

Amia J. Bum
 Town Clerk

Date: 6/28/21

Meeting Date June 28, 2021

Supplement to BA#25

Town of Liberty Budget Amendment (FY 2020-2021 BA#53) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows:
This amendment is to move funds to complete BA#25 in transferring capital reserve for the Police Dept.

Section 1: The following revenue and expenditures in the General Fund shall be increased by the amounts indicated:

71 Fund Revenues				
Capital Reserve Fund	Line Item	Budget	Change	Amended Budget
Transfer From GF	71-3690-000	0	76,656	76,656
Total Revenues		0	76,656	76,656

71 Fund Expenditures				
Capital Reserve Fund	Line Item	Budget	Change	Amended Budget
S/A Reserved for Police Dept	71-6900-720	0	76,656	76,656
Total Expenditures		0	76,656	76,656

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Town Manager

Town Manager Initials: SK

ATTEST:

Filmore York
Filmore York, Mayor

Date: 6-28-21

Jessie L. Bism
Town Clerk

Date: 6-28-21

Meeting Date June 28, 2021

Town of Liberty Budget Amendment (FY 2020-2021 #54) Council Approval Needed

BE IT ORDAINED, by the Liberty Town Council that the Town of Liberty Budget Ordinance for fiscal year 2020-2021, which was adopted on June 29, 2020, be amended as follows:
follows. This amendment is to move funds from General Fund Appropriated to the following Fund 10 Cemetary Contract Grave Opening.

Section 1: The following expenditures and revenues in the General Fund shall be increased by the amounts indicated:

10 Fund Expenditures				
General Fund	Line Item	Budget	Change	Amended Budget
CEM Contract Grave Opening	10-4900-650	9,070	3,000	12,070
Total Expenditures		9,070	3,000	12,070

10 Fund Revenues				
General Fund	Line Item	Budget	Change	Amended Budget
General Fund Appropriated	10-3990-000	204,146	3,000	207,146
Total Revenues		204,146	3,000	207,146

Prepared By: Kathy Bond, Finance Director

Reviewed By: Scott Kidd, Town Manager

Town Manager Initials: SK

Filmore York
Filmore York, Mayor

ATTEST:

Date: 6-28-21

Amelia D. Bism
Town Clerk

Date: 6-28-21

