

**TOWN OF BISCOE**  
**BOARD OF COMMISSIONERS MEETING**  
**August 12, 2019**

The Biscoe Town Board of Commissioners met in a regular session on Monday, August 12, 2019 at 7:00 pm in the Municipal Building. Present were: Mayor Jimmy Blake, Mayor Pro-Tem Jerry Smith, Commissioners Gene Anderson, Kay Cagle Kinch and John Beard. (James Cagle, Jr. "Jimmy" Cagle's seat is vacant due to his death on December 30, 2017).

*Members of Management Present: Town Manager Brandon Holland, Town Clerk Laura Morton, Public Works Director Sam Stewart and Interim Police Chief Shane Armstrong.*

**Call to Order/Pledge of Allegiance**

---

Mayor Blake called the meeting to order at 7:00 pm. The Pledge of Allegiance to the American Flag was recited and a moment of silence was observed.

**Conflict of Interest Statement**

---

"In keeping with the Conflict of Interest Laws outlined in Chapter 138A of the North Carolina Board of Ethics, any conflicts of interest or appearance of conflict with matters coming before the Board of Commissioners should be declared," "Having received our agenda for this evening's meeting, are there any conflicts of interest to be announced? If so, please, state them at this time."

**Approval of the Consent Agenda**

---

*A motion was made by Mayor Pro-tem Smith, seconded by Commissioner Anderson and so the motion carried unanimously to approve consent agenda items:*

- a) Approval of the Agenda
- b) Approval of July 8, 2019 Regular Meeting Minutes
- c) Approval of August Monthly Financial Report
- d) Approval of Resolution for Municipal Insurance Trust of North Carolina (Attachment #1)
- e) Approval of Opening a New Bank Account for County Fire Department Revenues
- f) Approval of Resolution to include Water Sewer Ordinance and Amendments into the Code of Ordinances and Ordinance Book (Attachment #2)

*AYES: 4; NAYS: 0*

**Approval of Contract for Yellow Book Auditing Requirements**

---

New Auditing Standards from the Local Government Commission have been put into place. The Town's audit firm Cannon & Company, LLC's lead auditor contacted the Town and reported the Town would need to contract with another audit firm to review the financials and provide the year end adjusting entries. Manager Holland said because of time constraints we are requesting the Board give the authority to approve the contract.

*A motion was made by Commissioner Kinch, seconded by Commissioner Anderson and so the motion carried unanimously to give Town Manager Holland the authority to approve the additional audit firm.*

*AYES: 4; NAYS: 0*

## National Night-Out Report

Manager Holland presented the following National Night-out report:

### 2019 National Night-Out Report

National Night Out was held at Biscoe Park on August 6, 2019. Approximately 200 citizens came out to the park and enjoyed hot dogs, snow cones, lemonade, music, dancing, dunking booth and bounce houses. Police, Fire, EMS, Rescue, and Highway Patrol were all present to interact with citizens and represented their agencies well. The Local Government Federal Credit Union sponsored the Kona Ice truck. The Town also received 400 bottles of water from First Bank and Fidelity Bank has sent a monetary donation.

*The following is a breakdown of the cost of this event: Prepared by Town Clerk Laura B. Morton*

Item(s) Purchased	Store Purchased From	Amount
Hot Dog Chili & Slaw	Better Burger	\$39.06
Hot Dog fixings, drinks, chips	Wal-mart	\$256.54
Hot Dog buns & Weinees	Wal-mart	\$71.45
Food Service Gloves	Dollar Tree	\$1.07
Cookies (5 – 36 cookie platters)	Subway of Biscoe	\$96.30
Riley Beaman	DJ	\$200.00
Robert S. Redding	Photographer	\$150.00
Israel Moreno	Bounce Houses	\$200.00
Ink n Stitches	T-Shirts	\$663.40
<b>Total Expenses of 2019 National Night O</b>		<b><u>\$1,677.82</u></b>

Remaining Funds National Night Out		
Balance in bank as of July 31, 2019		\$2,030.35
Fidelity Bank Donation		100.00
Total Expenses of 2019 National Night Out		-\$1,677.82
<b>Remaining National Night Out Funds as of July 31, 2019</b>		<b><u>\$ 452.53</u></b>

The Mayor thanked staff for their work in making the event successful.

### Budget Amendment – Police Department – Air Conditioning Unit – Budget Amendment #1

*A motion was made by Mayor Pro-tem Smith, seconded by Commissioner Beard and so the motion carried unanimously to approve a budget amendment request in the amount of \$5,900.00 for Aire Serve dba Comfort South for labor and material to install a 3 ton Trane Package Heat Pump at the Police Department.*

<b>GL Account Number</b>	<b>Date</b>	<b>Debit</b>	<b>Credit</b>
10-3991-000 Fund Balance Appropriated	8-12-2019		5,900.00
10-4260-550 Capital Outlay	8-12-2019	5,900.00	

AYES: 4; NAYS: 0

## **Request for Proposals for Legal Services**

---

Town Manager Holland informed the Board Request for Proposals for Legal Services for the CDBG-Infrastructure Grant for Bruton Street would be going out soon. The request for proposals is as follows:

### **CDBG INFRASTRUCTURE – SANITARY SEWER SYSTEM REHABILITATION REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

The Town of Biscoe has been awarded a Community Development Block Grant (CDBG) in the amount of \$1,865,000 by the North Carolina Department of Environmental Quality (NCDEQ) for the Town's proposed Sanitary Sewer System Rehabilitation project.

The Town of Biscoe Board of Commissioners is requesting proposals for legal services. Legal services will include the preparation of Utility Easements and recording of documents at the County Register of Deeds as associated with the required easements for the Town's CDBG Sewer Infrastructure project.

Copies of the detailed request for proposals (RFP), including a description of the services to be provided by respondents, the minimum content of responses, and the factors to be used to evaluate the responses, can be obtained by contacting Mr. Brandon Holland, Town Manager, Town of Biscoe, 110 West Main Street, Biscoe, NC 27209; Phone: (910) 428-4112.

The above information should be submitted no later **5:00 p.m. on Monday, August 26, 2019**. For a copy of the RFP for these services, please contact Mr. Brandon Holland, Biscoe Town Manager at (910) 428-4112.

The Town of Biscoe is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms and historically underutilized businesses. The Town of Biscoe invites the submission of proposals from certified Section 3 businesses (Section 3 applies if the contract is over \$100,000 for non-construction contracts).

"This information is available in Spanish or any other language upon request. Please contact Brandon Holland, Town Manager of the Town of Biscoe at (910) 428-4112 or at 110 West Main Street, Biscoe, NC for accommodations for this request."

"Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Brandon Holland, Biscoe Town Manager al (910) 428-4112 o en 110 West Main Street, Biscoe, NC de alojamiento para esta solicitud."

*A motion was made by Commissioner Anderson, seconded by Commissioner Kinch, and so the motion carried unanimously to approve the Request for Proposals for Legal Services.*

*AYES: 4; NAYS: 0*

## **Shady Oak Pump Station Repairs**

---

Manager Holland informed the Board of repairs that are going to be made to the Shady Oak Pump Station. During Hurricane Florence, the Shady Oak Pump Station building was damaged by a large tree. This is the only item from the storm project with FEMA that has not been closed out.

FEMA has met with us to discuss their guidelines for finishing out this project. This is an Emergency recovery project since this was a declared emergency area and are still paid 75% by FEMA and 25% by the State, so the Town will be reimbursed for all expenses. There is a procurement process that we must follow closely.

This project will include replacing the building, replacing the electrical that will be attached to the building, and adding an emergency valve that will be used during the repair and for future emergency use.

The Town will be using the informal bid process (because of the dollar amount) with slightly more strict actions for recordkeeping and transparency purposes.

### **International Economic Council Agreement**

---

Manager Holland reported As the Town moves forward to prioritize economic development; a major step is taking advantage of resources that are readily available. I have been in communication with Hillary Sherman of the Federal Economic Development Administration. After discussing the Town's position and need for economic development assistance, she connected us with Dana Crater of the IEDC.

The IEDC will send an economic development professional to Biscoe for a week to build an economic development plans that would best suit the town. This is through partnership with the EDA and IEDC and will be of no expense to the Town. A date will be set in the near future.

He also stated he would like to get the International Economic Council and the Rural Center connected to discuss like issues.

### **Biscoe Police Department Surplus Equipment & Documents for Shred Day**

---

Manager Holland said Shred Day will be August 24, 2019 from 11:00 am until 2:00 pm. Holland informed the Board the Biscoe Police Department had items to be destroyed on Shred Day. This is a listing of records and equipment:

#### Records

*The Town follows the NC Department of Archives Records Retention and Disposition Schedule for destroying documents. These files meet those guidelines.*

1980 Arrest Sheets

1990 Arrest Sheets

2005 DWI/Citations

2006 DWI/Citations

2007 DWI/Citations

2008 DWI/Citations

2009 DWI/Citations

#### Equipment

Dell Monitor -CC21

Dell Monitor- CBZW

Motorola Modem-0477

Motorola In Car Computer-01Bw  
4 Computer Speaker  
Getway Computer-6300  
Ef Johnson Radio Charger-4640  
HP Inkjet Printer- Silver and Black  
Sony Monitor- Black in color  
Dell Keyboard-01UV  
Dell Keyboard-053F  
Python 2 Radar-3197  
Python 2 Antenna-0243  
Python 2 Antenna-0244  
Surveillance Equipment Black in color-1005  
Surveillance Equipment Black in color-1711  
Surveillance Repeater-1747  
Tactical Repeater-6698  
Surveillance Equipment Kit Black in Color-6756  
Ethernet Hub black in color-2D4A  
Ethernet Switch black in color-2331  
Sony Camera-9553  
Polaroid Camera-No Serial numbers  
Portable Recorder silver in color-0126  
Whelen Strobe Light black in color-6511  
Mobile Vision Camera-8693  
Mobile Vision Monitor-8732  
Grey in color Instant Power Jump Box-1P1850F1  
Black in Color 12V Power Pack Jump Box-No Serial Numbers  
Black In Color 12V Power Pack Jump Box- No Serial Numbers  
Black In Color 12V Power Pack Jump Box-No Serial Number  
Approx. 75 Pants and 75 Shirts of Outdated and Damaged Uniforms  
17 Black in Color Snap Holsters  
1 Damaged Duty Belt  
Alco Sensor Serial # 5018

### **Request for No Parking Signs**

---

*A motion was made by Commissioner Beard, seconded by Commissioner Kinch, and so the motion carried unanimously to allow the Public Works Department to install two (2) No Parking Signs at the end of Industrial Drive.*

AYES: 4; NAYS: 0

### **Mayor's Minutes – Commissioner Report – Staff Reports**

---

Mayor Blake said he had been at meetings in Kernersville. He thanked everyone for their efforts during National Night Out.

Commissioner Kinch requested a speed bump on Blake Street. Mayor Blake asked Sam Stewart to look into a speed bump for this street.

Mayor Blake recognized newly appointment County Commissioner Grant Hinson who was present at the meeting. Commissioner Hinson stated he was happy to be at the meeting and to learn more about Biscoe and the County. Hinson is the youngest person that has served as a County Commissioner.

### **Public Comment**

---

Ms. Sheila Perry of 408 Bruton Street was present. Ms. Perry voiced her concerns about the mess around the three houses in front of her house as well as drug activity in the neighborhood. She said there is streetlight that has been shot out.

Mr. Johnie Harris of 658 Bruton Street Extension was present. He voiced his concerns about the Biscoe Police Department. He suggested safe zones, a diversity citizen review board, race training, and hiring of a minority officer.

Ms. Debra Robinson of 420 Bruton Street was present. She voiced her concerns about the mobile home beside her home; and the illegal activity that goes on there. She said she has confronted them. She also was concerned about speeding on Bruton Street. Ms. Robinson said she loves Biscoe. She said I choose to live better. She said I clean up my house and others should too.

Ms. Jessica Livingston of Blake Street was present. She is a teacher. She said she loves her community and she would like to be more involved. She wants kids to know how to approach a police officer. She said not all officers are bad but there are those who are afraid. Ms. Livingston said we need to bridge the gap.

Mayor Blake commended those who came out for the meeting. He said this is the largest crowd we have had at a meeting.

### **Closed Session – Pursuant to NCGS 143-318.11 (a) (3) – Attorney Client Privilege**

---

*A motion was made by Commissioner Beard, seconded by Mayor Pro-tem Smith, and so the motion carried unanimously to recess the regular meeting and call to order a Closed Session – Pursuant to NCGS 143-318.11 (3) – Attorney Client Privilege.*

*AYES: 4; NAYS: 0*

*A motion was made by Commissioner Beard, seconded by Mayor Pro-tem Smith, and so the motion carried unanimously to adjourn the Closed Session and reconvene the regular meeting. The Board came out of closed session with nothing to report.*

*AYES: 4; NAYS: 0*

### **Adjournment**

*There being no further business to bring before the Board, Commissioner Beard made the motion to adjourn, and Commissioner Anderson made the second. All voted in favor. Meeting adjourned at 8:15 p.m.*

*AYES: 4; NAYS: 0*



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

*Attachment #1*

**Governing Body Resolution of the Town of Biscoe**

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 MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA and have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants 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 MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Benefit Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Trust and 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 Benefit 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 12 day of August day of 2019 as it appears of recording its official minutes.

**INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL  
FOR BENEFIT RISK SHARING**

This Agreement, made and entered into in duplicate originals this 12<sup>th</sup> day of August 2019, by and between all the parties who are now, or may hereafter become, members of the Municipal Insurance Trust of North Carolina (hereinafter "Trust"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter "participants") 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 Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, to adopt rules, regulations, policies, and bylaws for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

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

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust's plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree 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.

WHEREAS, the members of the Trust, 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:

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

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to medical, dental, vision, life, accident, disability, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust 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.

#### SECTION 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 Trust;
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 Trust and the Trust;
5. To enter into agreements with such persons, firms, or corporations as it deems



appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;

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 Trust 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 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 Trust.

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 Trust 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 Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Trust 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 Trust money or failure to invest

**SECTION III. PAYMENT OF CLAIMS** The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustees nor the Administrator shall be liable

therefor. Accordingly, lawful claims will be paid from the assets of the Trust 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 Trust 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 Trust and a member, or such other criteria; may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the 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 Trust and contributing to the pool shall be liable to the Trust, 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 Trust 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 Trust. Subject to the services and sponsorship agreement between the Administrator and the Trust, the Administrator shall provide day-to-day management of the Trust 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 Trust's purpose. The Administrator shall deposit to the account of the Trust 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 Trust. 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 Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statute 160A-460 *et seq.* (Part I 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 (g) of this Agreement, a member may be suspended or expelled by the Trustees from the Trust only Trust Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust 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 XVI of this Agreement thirty (30) days prior to the last day, June 30, of the Trust 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 Trust 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 this Trust 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 the Agreement or of any plan, coverage, product or service provided by the Trust 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 claim are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

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

This Trust 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 pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust 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 pool shall continue to be used and applied, to the extent available, for the payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. 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 Trust during the current Trust 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 XVI 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 XVI of this Agreement not more than 30 days after adoption. ·

#### SECTION XIV. HEADINGS

The 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 XV 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 Statute 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. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

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 XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust 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 also shall be that as shown on the records of the Administrator. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director 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  
150 Fayetteville Street, Suite 300  
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 Trust 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 Municipal Insurance Trust 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.

Attachment #2

**Resolution to Include Water Sewer Ordinance Amendments  
in the Code of Ordinance Book and the Ordinance Book**

**WHEREAS**, Biscoe Town staff attended Utility Billing and Collection Administration training at UNC School of Government in Chapel Hill;

**WHEREAS**, The Utility Billing and Collection Administration Course provides an overview of the authority and requirements for establishing customer accounts and billing and collecting public enterprise utility fees. The focus is on water, sewer, and solid waste enterprises. Participants engaged in a series of interactive exercises to apply general concepts to common scenarios that arise in utility billing and collections.

**WHEREAS**, presented proposed changes to the Biscoe Town Council on June 10, 2019. A public hearing was schedule on June 26, 2019 for their July 8, 2019 meeting.

**WHEREAS**, The Public Hearing advertisement ran in the Montgomery Heard on June 26, 2019 and July 3, 2019; and

**WHEREAS**, the Biscoe Town Council held a public hearing on July 8, 2019 at their regular monthly meeting to receive public comments regarding the proposed amendments; and

**WHEREAS**, at their July 8, 2019 regular monthly meeting, the Biscoe Town Council approved all proposed Water Sewer Ordinance Amendments as presented;

**NOW THEREFORE BE IT RESOLVED**, the Town of Biscoe Commissioners hereby approves these amendments to be added to the Biscoe Codes of Ordinances and the Biscoe Ordinance Book.

Duly adopted by the Biscoe Town Council on August 12, 2019.