RESOLUTION REGARDING MUNICIPAL CHARTER SCHOOLS AND WORKING WITH CHARLOTTE-MECKLENBURG SCHOOLS

WHEREAS, the Town of Matthews believes every child in the Charlotte-Mecklenburg School (CMS) district should have the opportunity to receive a free, high-quality education; and

WHEREAS, the Town of Matthews has a long history of advocating for the children of our community to ensure they receive the best educational opportunities possible; and

WHEREAS, as part of this advocacy, the Town of Matthews received special state legislation to allow for the creation of a municipal charter school system, known as House Bill (HB) 514; and

WHEREAS, HB 514 was intended to give Matthews an alternative option for educating our school children, should we ever desire to pursue it in the future; and

WHEREAS, HB 514 and CMS’s response to it, known as the Municipal Concerns Act, have instead strained relationships and clouded our shared desire of ensuring the school children in our community receive an excellent education.

NOW, THEREFORE, BE IT RESOLVED, as Town of Matthews elected officials, we wish to publicly state our desire to work with CMS and rebuild a positive relationship, as we believe it will be most beneficial to the children and families in our community; and

BE IT NOW FURTHER RESOLVED, the Town of Matthews has no intention of pursuing the development of a municipal charter school system any time in the foreseeable future, as we believe it is neither necessary nor financially feasible to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Matthews to be affixed this 10th day of February, 2020.

[Signature]
Mayor John F. Higdon
RESOLUTION AUTHORIZING THE TOWN OF MATTHEWS
TO ENGAGE IN ELECTRONIC PAYMENTS
AS DEFINED BY N.C.G.S. 159-28

WHEREAS, it is the desire of the Board of Commissioners that the Town of Matthews is authorized to engage in electronic payments as defined by N.C.G.S.159-28; and

WHEREAS, it is the responsibility of the Finance Director, who is appointed by and serves at the pleasure of the Town Manager, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

WHEREAS, it is the responsibility of the Finance Director, who is appointed by and serves at the pleasure of the Town Manager, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Matthews:

Section 1. Authorizes the Town of Matthews to engage in electronic payments as defined by N.C.G.S. 159-28;

Section 2. Authorizes the Finance Director to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409;

Section 3. Authorizes the Finance Director to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

Section 4. This resolution shall take effect immediately upon its passage.

Adopted the 24th day of February, 2020.

Mayor John F. Higdon

Town Clerk Lori Canapinno
RESOLUTION OF THE CITY OF Matthews, COUNTY OF Mecklenburg, REGARDING THE DESIGNATION OF AN OFFICIAL TO MAKE RECOMMENDATIONS TO THE NORTH CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSION ON ABC PERMIT APPLICATIONS.

WHEREAS G.S.18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

WHEREAS the City of Matthews, County of Mecklenburg, wishes to notify the NC ABC Commission of its designation as required by G.S.18B-904(f);

BE IT THEREFORE RESOLVED that ____________________________, ____________________________,

(Name of Official) (Title or Position)

is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the City of Matthews, County of Mecklenburg, regarding the suitability of persons and locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED THAT notices to the City of Matthews, County of Mecklenburg, should be mailed or delivered to the official designated above at the following address:

Mailing address: 232 Matthews Station Street

Office location: ____________________________, ____________________________, NC

City: 28105 Phone #: 704-847-4411

This the 24th day of February, 2020.

John S. Higdon
(Mayor/Chairman)

Sworn to and subscribed before me this the 24th day of February, 2020.

(Clerk)
RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEWS DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF A TAX EXEMPT FINANCING FOR CERTAIN EXPENDITURES TO BE MADE IN CONNECTION WITH THE MATTHEWS STATION STREET REPAIR AND SOUND SYSTEM IMPROVEMENTS TO FULLWOOD THEATRE.

WHEREAS, the Town of Matthews (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Town of Matthews will make expenditures on and after the date hereof with respect to expenses incurred and to be incurred (the “Expenditures”) in connection with the repairs to Matthews Station Street and sound system improvements for Fullwood Theatre, both owned by the Town of Matthews; and

WHEREAS, the Board of Commissioners of the Town of Matthews (the “Board”) has determined that the funds advanced and to be advanced to pay Expenditures are or will be available for a temporary period and it is necessary to reimburse the Town of Matthews for Expenditures made on and after the date hereof with respect to the Project from the proceeds of tax-exempt installment contract financing; and

WHEREAS, as of the date hereof there are no funds of the Town of Matthews or of any other entity that is part of the controlled group of entities of which the Town of Matthews is deemed a part under Treasury Regulations (the “Controlled Group”), that are, or are reasonably expected to be, allocated on a long-term basis, reserved or otherwise available pursuant to the budgets of the Town of Matthews or any other entity that is part of the Controlled Group to finance the project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina as follows:

Section 1. The Board hereby adopts this declaration of official intent under Treasury Regulations and declares its intent to reimburse the Town of Matthews with the proceeds of a tax-exempt financing for Expenditures made on and after the date hereof with respect to the repairs to Matthews Station Street and sound system improvements for Fullwood Theatre, both owned by the Town of Matthews.

Section 2. On the date of the Expenditures, all reimbursable costs of the Project will be of a type properly chargeable to a capital account under general Federal Income Tax principles.

Section 3. The maximum principal amount of the debt expected to be issued for the project is Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00).

Section 4. The adoption of this resolution is consistent with the budgetary and financial circumstances of the Town of Matthews and all other entities that are a part of the Controlled Group.
Section 5. This resolution shall take effect immediately upon adoption.

Section 6. Beginning no later than thirty (30) days after the adoption of this resolution and ending on the date on which the installment contract financing is executed, closed and documents recorded, this resolution will be reasonably and continuously available for inspection by the general public during normal business hours in the office of the Town Clerk, Town Hall, Matthews, North Carolina.

RESOLVED, this the ___ day of May 2020.

[Signature]
Mayor

[ATTEST]

[Signature]
Town Clerk
Resolution Approving Financing Terms

WHEREAS: The Town of Matthews, NC ("Borrower") has previously determined to undertake a project for the financing of street paving and a sound system (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated May 6, 2020. The amount financed shall not exceed $650,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.07%, and the financing term shall not exceed fifty-nine (59) months from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to the Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 11th day of May, 2020

By: John S. Higdon
Title: Mayor

By: [Signature]
Title: Town Clerk
RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the Town of Matthews of North Carolina desires to enter into an installment purchase financing agreement with Truist Bank in the principal amount not to exceed $650,000 and a term of 59 months. The purpose of this financing is to repair and resurface pavement areas around the Town of Matthews for $590,000 and the purchase of a new sound system for the Town Theater not to exceed $60,000 to better serve the citizens of the Town of Matthews; and

WHEREAS, The Board of Commissioners of the Town of Matthews desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Town of Matthews, North Carolina, meeting in regular session on the 26th day of May, 2020, make the following findings of fact:

1. The proposed contract is necessary or expedient because on November 11, 2019, the Board asked staff to move ahead with the design and bidding to repair and resurface the areas around Town Hall. The pavement in these areas are almost 20 years old and are at the point where they are starting to have structural issues. Additionally, the sound system in the Town Theater is in need of being replaced.

2. The proposed contract is preferable to a bond issue for the same purpose of savings in both cost and time that can be achieved by utilizing an installment financing agreement as opposed to a general obligation bond for a project of this scale.

3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose as determined by the overall cost estimates from the bids received for the pavement resurfacing and the sound system replacement.

4. The Town of Matthews debt management procedures and policies are good because the Town carries out its policies in strict compliance with law, as evidenced by the information found in the Comprehensive Annual Financial Report issued by the Town’s auditors. The Town of Matthews, NC will continue to maintain adequate dept management procedures and policies as directed by the Local Government Commission.

5. There will be no increase in taxes associated with the debt obligations under the terms of the proposed installment financing agreement.

6. The Town of Matthews, NC is not in default in any of its debt service obligations.

7. The attorney for the Town of Matthews, NC has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to act on behalf of the Town of Matthews, NC in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 26th day of May, 2020.

The motion to adopt this resolution was made by ___, seconded by ___, and passed by a vote of ___ to ___.

[Signature]
[Municipal Chairman]

ATTEST:

[Signature]
[Clerk/Secretary]

This is to certify that this is a true and accurate copy of Resolution No. Adopted by the Anywhere Board of [Commissioners/Aldermen/ Directors] on the ___ day of May, 2020.

[Signature]
[Clerk/Secretary]

May 27, 2020
Date
## Town of Matthews, NC DRAFT Payment Schedule

**Dated**
**Date** 6/29/2020
**Delivery Date** 6/29/2020

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
<th>Bond Balance</th>
<th>Total Bond Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/29/2020</td>
<td>124,683.38</td>
<td>2.07%</td>
<td>13,455.00</td>
<td>138,138.38</td>
<td>650,000.00</td>
<td>650,000.00</td>
<td></td>
</tr>
<tr>
<td>6/30/2021</td>
<td>127,264.32</td>
<td>2.07%</td>
<td>10,874.05</td>
<td>138,138.37</td>
<td>525,316.62</td>
<td>525,316.62</td>
<td></td>
</tr>
<tr>
<td>6/29/2022</td>
<td>129,898.69</td>
<td>2.07%</td>
<td>8,239.68</td>
<td>138,138.37</td>
<td>398,052.30</td>
<td>398,052.30</td>
<td></td>
</tr>
<tr>
<td>6/30/2023</td>
<td>132,587.60</td>
<td>2.07%</td>
<td>5,550.78</td>
<td>138,138.38</td>
<td>268,153.61</td>
<td>268,153.61</td>
<td></td>
</tr>
<tr>
<td>6/30/2024</td>
<td>135,666.01</td>
<td>2.07%</td>
<td>2,572.37</td>
<td>138,138.38</td>
<td>135,566.01</td>
<td>135,566.01</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

650,000.00  40,691.88  690,691.88  690,691.88
RESOLUTION TO ADOPT STEVENS CREEK SUBAREA STUDY

WHEREAS, the Town of Matthews received funding through the Charlotte Regional Transportation Planning Organization (CRTPO), supplemented with local funds from the Town of Matthews for Stevens Creek Subarea Study to explore bicycle and pedestrian access options to connect to the future Stevens Creek Nature Preserve; and

WHEREAS, the Town of Matthews Vision Statement includes the following components: Well-Planned, Multi-Modal Transportation System, Walkable and Bikeable Community, Small Town Feeling and Identity, Expanded Park and Open Space System, and a Healthy Sustainable Environment, and implementing a well-connected system of bicycle and pedestrian facilities in connection with outdoor recreation resources would support those Vision components; and

WHEREAS, NCDOT Complete Streets Policy requires that NCDOT planners and designers consider and incorporate multimodal facilities in the design and improvement of all appropriate transportation projects in North Carolina; and

WHEREAS, there are several roadway projects in the Town of Matthews that are funded in the State Transportation Improvement Program that would be subject to Complete Streets Policy implementation; and

WHEREAS, adopting the Stevens Creek Subarea Study recommendations can serve as one of many steps towards improving bicycle and pedestrian connections within the Town of Matthews and from Matthews to Stevens Creek Nature Preserve.

NOW, THEREFORE, BE IT RESOLVED by the Town of Matthews to adopt the Stevens Creek Subarea Study recommendations within the Town of Matthews, and to vote in support of working with neighboring agencies and stakeholder agency partners on additional bicycle and pedestrian facilities and crossing improvements identified outside of the Town of Matthews to ensure that the residents and visitors of Matthews can safely and easily walk and bicycle to the Stevens Creek Nature Preserve and between Matthews neighborhoods, parks and key community destinations.

ADOPTED by the Board of Commissioners of the Town of Matthews this, the 26th day of May, 2020.

[Signature]
Mayor John F. Higdon
RESOLUTION AUTHORIZING COMMITTED FUND BALANCE
FOR VEHICLE CAPITAL LEASE PAYMENTS

WHEREAS, it is the desire of the Board of Commissioners that the Town of Matthews is authorized to commit fund balance for the payment of leased vehicle expenditures over the 5-year lease term. The Board of Commissioners approved the Enterprise Fleet Management (EFM) vehicle lease agreement at the July 22, 2019 Board of Commissioners meeting.

WHEREAS, the Governmental Accounting Standards Board (GASB) defines committed fund balance classification as the portion of the fund balance that can only be used for specific purposes determined by a formal action of the government's highest level of decision-making authority. The governing council is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken to remove or revise the limitation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Matthews:

Section 1. Authorizes the Town of Matthews to commit $307,170.52 of the General Fund balance for the remaining vehicle lease payments as of 6/30/20. These lease payments are for the 11 leased vehicles (2 Fire vehicles, 1 animal control vehicle and 8 Police patrol vehicles) leased from Enterprise Fleet Management in FY2020. These funds were budgeted in FY20 as Capital Outlay. The lease payments will continue to the end of the 5-year lease term.

Section 2. Approves the budget amendment to recognize the full $370,723.36 value of the leased vehicles and a corresponding liability at the commencement of the lease term per GASB statement 87, Lease Accounting. The lease liability is reduced as the Town of Matthews makes the monthly lease payments on vehicles.

Section 3. This resolution shall take effect immediately upon its passage.

Adopted the 8th day of June, 2020.

Mayor John F. Higdon

Town Clerk Lori Canapinno
RESOLUTION OF THE TOWN OF MATTHEWS GRANTING EXTENSION INTO THE PUBLIC RIGHTS OF WAY AND REDUCTIONS IN ON SITE PARKING OF EXISTING RESTAURANTS AND BEER GARDENS TO ALLOW MAXIMIZED SOCIAL DISTANCING

WHEREAS, The State of North Carolina ABC Commission has temporarily issued its guidelines for On-Premise ABC permit holders to include additional outdoor seating as a part of their license premise if that space is approved by the appropriate local government entity. The temporary change is allowed to maximize social distancing; and

WHEREAS, the Town of Matthews is desirous to extend to the restaurants and beer gardens within its existing town limits, this opportunity for extension into the public rights of way, and to allow a reduction of up to 25% of required parking spaces in the area immediately adjacent to the building, allowing maximum social distancing.

THEREFORE, BE IT RESOLVED, by the Mayor and Board of Commissioners of the Town of Matthews:

Section 1. That during the time period designated as Phase 2 of the Governor’s Executive Order 116 declaring a State of Emergency, upon permit application and approval, land use regulations and alcohol enforcement will be suspended to the extent that they would otherwise prohibit these activities, by allowing restaurants and beer gardens the opportunity to extend into the public rights of way and into required on-site parking for the purpose of maximizing social distancing.

Section 2. An application for temporary extension will be submitted to the Town’s Planning and Development Department for review and approval.

Section 3. An application must include a diagram showing the proposed extension, indicating the size and location of the temporary extension, the types of barriers to be used, and the number of tables and chairs placed in the temporary area.

Section 4. The temporary extension does not increase an establishment’s maximum occupancy as previously established by the Fire Code. (See EO141, Section 6.C.2.a).

Section 5. The extension of premises must be adjacent to, abutting, and connected to the restaurant and/or beer garden, and one of the exterior walls of the restaurant and/or beer garden must be part of the extended area.

Section 6. Any temporary extension must comply with ADA accessibility requirements.

Section 7. The temporary area must be visibly and vertically marked off (crowd control stands, bike racks, planters, etc.) so that the average citizen can distinguish between the extended licensed premises and the public walkway.

Section 8. Patron will not be allowed to take open containers of alcoholic beverages out of the temporary extension of the premise area.

Section 9. Failure to comply with the extension permit may result in immediate cancellation of the temporary extension.

Section 10. Upon issuance of the permit, the land use regulations and alcohol enforcement will be suspended as to the applicant’s premises.

In the event in the event that Phase 2 of the Governor's State of Emergency is reverted back to Phase 1, this exemption from the local regulations and alcohol open container enforcement will be invalid during that time period.

RESOLVED, this the 8th day of June, 2020

Mayor John F. Higdon
Resolution Approving Financing Terms

WHEREAS: The Town of Matthews, NC ("Borrower") has previously determined to undertake a project for the financing of street paving and a sound system (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated June 5, 2020. The amount financed shall not exceed $650,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.07%, and the financing term shall not exceed fifty-nine (59) months from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 22nd day of June, 2020

By: John F. Higgins
Title: Mayor

By: [signature]
Title: Town Clerk

SEAL
<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
<th>Bond Balance</th>
<th>Total Bond Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/29/2020</td>
<td>124,683.38</td>
<td>2.07%</td>
<td>13,455.00</td>
<td>138,138.38</td>
<td>650,000.00</td>
<td>650,000.00</td>
<td></td>
</tr>
<tr>
<td>6/29/2021</td>
<td>137,264.32</td>
<td>2.07%</td>
<td>10,874.05</td>
<td>138,138.37</td>
<td>525,316.62</td>
<td>525,316.62</td>
<td></td>
</tr>
<tr>
<td>6/30/2021</td>
<td>138,138.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/29/2022</td>
<td>129,898.69</td>
<td>2.07%</td>
<td>8,239.68</td>
<td>138,138.37</td>
<td>398,052.30</td>
<td>398,052.30</td>
<td></td>
</tr>
<tr>
<td>6/30/2022</td>
<td>138,138.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/29/2023</td>
<td>132,587.60</td>
<td>2.07%</td>
<td>5,550.78</td>
<td>138,138.38</td>
<td>268,153.61</td>
<td>268,153.61</td>
<td></td>
</tr>
<tr>
<td>6/30/2023</td>
<td>138,138.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/29/2024</td>
<td>135,566.01</td>
<td>2.07%</td>
<td>2,572.37</td>
<td>138,138.38</td>
<td>135,566.01</td>
<td>135,566.01</td>
<td></td>
</tr>
<tr>
<td>6/30/2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/30/2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>138,138.38</td>
<td>138,138.38</td>
<td></td>
</tr>
<tr>
<td>6/30/2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 650,000.00  40,691.88  690,691.88  690,691.88
RESOLUTION IN SUPPORT OF
REQUIRING FACE COVERINGS TO BE WORN IN MECKLENBURG COUNTY DURING COVID-19 PANDEMIC

WHEREAS, the Town of Matthews, like Mecklenburg County, the State of North Carolina and much of the world, is responding to the global pandemic known as SARS-CoV-2 or COVID-19; and

WHEREAS, the Governor of North Carolina declared a state of emergency on March 10, 2020 and the President of the United States declared a national emergency on March 13, 2020; and

WHEREAS, North Carolina General Statutes 166A-19.22 and 166A-19.31 authorize counties and municipalities to declare states of emergency and authorize the imposition of prohibitions and restrictions; and

WHEREAS, through joint proclamations, Mecklenburg County, the City of Charlotte and the Towns of Matthews, Cornelius, Davidson, Huntersville, Mint Hill and Pineville have acted together to impose restrictions and guidelines to act in the best interest of the citizens of Mecklenburg County; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has issued guidance on the emerging and rapidly evolving situation of the COVID-19 pandemic, including how to protect oneself from illness; and

WHEREAS, the CDC has determined that COVID-19 is spread primarily between people in close proximity to one another, and can be transmitted through respiratory droplets produced when an infected person coughs, sneezes or talks; and recommends social distancing to prevent the continued spread of the virus; and

WHEREAS, wearing a face covering in public settings, practicing social distancing, and washing one’s hands frequently are all measures which help slow the spread of the virus and help people who may be infected and unaware of it from transmitting the virus to others; and

WHEREAS, the CDC recommends using face coverings or other non-surgical protective face masks to help prevent the continued spread of the virus; and

WHEREAS, to mitigate the spread of COVID-19, a number of states and municipalities throughout the United States have mandated wearing face masks or other face coverings when in public; and

WHEREAS, based on these facts, the Town of Matthews Board of Commissioners urges Mecklenburg County to enact a county-wide requirement for face coverings in certain circumstances to ensure all measures to protect the safety and health of all citizens and businesses to slow the spread of COVID-19 are being implemented, and

BE IT FURTHER RESOLVED, the following guidelines are recommended for applying the requirement that face coverings be worn in Mecklenburg County:

1. A face covering shall be worn while indoors, all customers, employees, and other users of restaurants, grocery and retail stores, all occupants of public transportation vehicles, and all persons in any other indoor or outdoor situation in which people cannot maintain the physical distance required or recommended by the declarations.

2. Face coverings shall not be required for the following persons or situations:
   a. those people whose religious beliefs prevent them from wearing a face covering,
   b. those people who cannot wear a face covering due to a medical or behavioral condition,
   c. children who are under twelve (12) years of age,
d. while dining in any restaurant,

e. in private offices,

f. when complying with directions of law enforcement officers,

g. in settings where it is not practical or feasible to wear a face covering when obtaining or rendering goods or services,

h. with family or household members.

Adopted the 22nd day of June, 2020.

[Signature]
Mayor John F. Higdon

[Signature]
Town Clerk Lori Carapinno
North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Town of Matthews (herein called the "Agency") (The Applicant Agency) has completed an application contract for traffic safety funding; and that the Board of Commissioners (The Governing Body of the Agency) (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Matthews, NORTH CAROLINA,

THIS 13th DAY OF July, 2020, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and

2. That Clark Pennington, Police Chief, is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ 415,445 (Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and

3. That the Governing Body has formally appropriated the cash contribution of $70,000 in FY21, expected $80,000 in FY22 and expected $100,000 in FY23 as (Local Cash Appropriation) required by the project contract; and

4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and

5. That certified copies of this resolution be included as part of the contract referenced above, and

6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by ____________
(Chairperson/Mayor)

ATTESTED BY ____________
(Clerk)

DATE ____________

Rev. 7/11
Governing Body Resolution
of the
Town of Matthews

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 13th day of July, 2020, as it appears of record in its official minutes.

Town of Matthews

By: __________________________
    Mayor John F. Higdon

ATTEST:

______________________________
    Lori Canapino, Town Clerk

(SEAL)
INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING

This Agreement, made and entered into in duplicate originals this 13th day of
July 2020, 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 I 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
decision 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 hereto of the
other, the parties hereto agree as follows:

IRFFNC 2020
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-
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.
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
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.
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 thereafter 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 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 termina-
tion.

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 constitut-
ing 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 amend-
ments 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 affect-
ing 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 exec-
uting 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 ad-
judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, im-
pair, 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:
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

Town of Matthews
(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

(Clerk, or Secretary to the Board)

IRFFNC 2020
Governing Body Resolution
of the
Town of Matthews, North Carolina

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 13th day of July, 2020, as it appears of record in its official minutes.

Town of Matthews

By: ________________________________
    Mayor John F. Bigdon

ATTEST: ________________________________
    Lori Canapinno, Town Clerk

(SEAL)
INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR WORKERS’ COMPENSATION RISK SHARING

This Agreement, made and entered into in duplicate originals this 12th day of
July, 2020, 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 work-
ers’ 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 mem-
ers 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 es-
tablished 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;
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 the 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.
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.

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

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 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:

(c) 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 effect 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.
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 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.
North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Town of Matthews (herein called the "Agency") has completed an application contract for traffic safety funding; and that____________________ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Board of Commissioners (Governing Body) IN OPEN MEETING ASSEMBLED IN THE CITY OF Matthews, NORTH CAROLINA, THIS 13th DAY OF July 2020, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and

2. That Clark Pennington, Police Chief is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $225,746.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and

3. That the Governing Body has formally appropriated the cash contribution of $39,838.00 as required by the project contract; and

4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and

5. That certified copies of this resolution be included as part of the contract referenced above; and

6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by ________________________________

(Chair, Commissioners)

ATTESTED BY ________________________________

(SEAL)

DATE 7/27/2020

Rev. 7/11
RESOLUTION ACCEPTING A DEDICATED TRAIL EASEMENTS
CROSSING PLANTATION ESTATES AND EDEN HALL
DEVELOPMENTS WITHIN THE TOWN OF MATTHEWS

WHEREAS, the owners and developers of Plantation Estates have dedicated a portion of its development as a trail to the Town of Matthews between Bubbling Well Road and Marion Drive; and

WHEREAS, the owners and developers of Eden Hall have dedicated a connecting trail easement between Marion Drive and Fullwood Lane; and

WHEREAS, the Town of Matthews is desirous to add said connecting trails to the Town’s trail system.

NOW, THEREFORE, the Town Board of the Town of Matthews hereby RESOLVES to accept for maintenance and add to the Town’s trail system the connecting trails between Bubbling Well Road and Marion Drive to Fullwood Lane and adding same to the Town’s trail system effectively upon adoption.

RESOLVED this the 27th day of July 2020.

Mayor

ATTEST:

Town Clerk
RESOLUTION EXEMPTING THE HERITAGE TRAIL RAPID RECTANGULAR FLASHING BEACON DESIGN DOCUMENTS FROM QUALIFICATION-BASED SELECTION PROCESS; NCGS 143-64.31

WHEREAS, North Carolina General Statute 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services to be based on qualifications and without regard to fee (collectively “design services”) to be based on qualifications and without regard to fee; design services associated with the Heritage Trail Rectangular Rapid Flashing Beacon pedestrian crossing beacon; and

WHEREAS, the Town proposes to enter into one or more contracts for design services or the work; and

WHEREAS, North Carolina General Statute 143-64.32 authorizes the Board of Commissioners to exempt contracts for design services from the qualifications-based selection requirements if the estimated fee is less than $50,000; and

WHEREAS, the estimated fee for design services is less than $50,000.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEWS RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

ADOPTED by the Board of Commissioners of the Town of Matthews this the 27th day of July 2020.

Mayor John F. Higdon
RESOLUTION ADOPTING THE MECKLENBURG COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the Town of Matthews is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Town of Matthews desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Matthews Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Matthews Town Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322. Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Matthews; and

WHEREAS, the Town of Matthews, in coordination with all other participating jurisdictions in Mecklenburg County, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management has reviewed the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures; and

WHEREAS, the Federal Emergency Management Agency has received a draft of the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan to review for legislative compliance and approve following the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Matthews hereby:

1. Adopts the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan; and

2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

This the 28th day of September 2020

Mayor John F. Higdon

Town Clerk Lori Canapinno
RESOLUTION OF THE TOWN OF MATTHEWS GRANTING EXTENSION INTO THE PUBLIC RIGHTS OF WAY OF EXISTING RESTAURANTS, BARS, AND BEER GARDENS TO ALLOW MAXIMIZED SOCIAL DISTANCING

WHEREAS, The State of North Carolina ABC Commission has temporarily issued its guidelines for On-Premise ABC permit holders to include additional outdoor seating as a part of their license premise if that space is approved by the appropriate local government entity. The temporary change is allowed to maximize social distancing; and

WHEREAS, the Town of Matthews is desirous to extend to the restaurants, bars, and beer gardens within its existing town limits, this opportunity for extension into the public rights of way, allowing maximum social distancing.

THEREFORE, BE IT RESOLVED, by the Mayor and Board of Commissioners of the Town of Matthews:

Section 1. That during the time period designated as Phase 3 of the Governor’s Executive Order 116 declaring a State of Emergency, and as revised by Executive order 169, upon permit application and approval, land use regulations and alcohol enforcement will be suspended to the extent that they would otherwise prohibit these activities, by allowing restaurants, bars, and beer gardens the opportunity to extend into the public rights of way for the purpose of maximizing social distancing.

Section 2. An application for temporary extension will be submitted to the Town’s Code Enforcement Officer for review and approval.

Section 3. An application must include a diagram showing the proposed extension, indicating the size and location of the temporary extension, the types of barriers to be used, and the number of tables and chairs placed in the temporary area.

Section 4. The temporary extension does not increase an establishment’s maximum occupancy as previously established by the Fire Code. (See EO141, Section 6.C.2.a).

Section 5. The extension of premises must be adjacent to, abutting, or connected to the restaurant, bar, and/or beer garden.

Section 6. Any temporary extension must comply with ADA accessibility requirements.

Section 7. The temporary area must be visibly and vertically marked off (crowd control stands, bike racks, planters, etc.) so that the average citizen can distinguish between the extended licensed premises and the public walkway.
Section 8. Patron will not be allowed to take open containers of alcoholic beverages out of the temporary extension of the premise area.

Section 9. Failure to comply with the extension permit may result in immediate cancellation of the temporary extension.

Section 10. Upon issuance of the permit, the land use regulations and alcohol enforcement will be suspended as to the applicant's premises.

In the event in the event that Phase 3 of the Governors State of Emergency is reverted, this exemption from the local regulations and alcohol open container enforcement will be invalid during that time period.

RESOLVED, this the 2nd day of October, 2020

[Signature]
Mayor John F. Higdon
RESOLUTION DECLARING COST AND ORDERING PREPARATION OF
PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND
PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL REGARDING
IMPROVEMENTS TO STREETS WITHIN STREAMSIDE OF MATTHEWS SUBDIVISION

WHEREAS, the improvements to streets within Streamside of Matthews Subdivision and
more particularly Lightwood Drive, Cochrane Woods Lane (from the entrance of the subdivision
to its termini), Jerry Lane (from the entrance of the subdivision to its termini), and Acacia Street
was ordered by Resolution of this Town Board duly passed on the 9th day of September 2019,
and have been completed in accordance therewith; and

WHEREAS, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town
of Matthews that:

1. The total cost of the above-described project to be assessed is hereby declared to
be $46,879.03.
2. The Town Clerk is hereby directed to prepare a Preliminary Assessment Roll
showing the individual assessments upon the benefitted properties.
3. The Town Clerk is hereby directed to make available during regular office hours,
in her office, the Preliminary Assessment Roll for public inspection from that date through the
25th day of January 2021.
4. The Board of Commissioners will hold a public hearing at 7:00 p.m. on the 25th
day of January 2021 at the Matthews Town Hall, 232 Matthews Station Street, Matthews, North
Carolina 28105, for the purpose of hearing all interested persons.
5. The Town Clerk is hereby directed to publish the required notice of the public
hearing and, no later than ten (10) days before the public hearing, to mail by first-class mail
copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

RESOLVED, this the 14th day of December 2020.

Mayor

ATTEST:

Town Clerk
<table>
<thead>
<tr>
<th>Item</th>
<th>Sub Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk, Curb and Gutter</td>
<td>Labor</td>
<td>$ 2,012.36</td>
</tr>
<tr>
<td></td>
<td>Equipment</td>
<td>$ 1,236.03</td>
</tr>
<tr>
<td></td>
<td>Material</td>
<td>$  740.00</td>
</tr>
<tr>
<td>Contracted Work</td>
<td>Milling</td>
<td>$13,263.75</td>
</tr>
<tr>
<td></td>
<td>FDR</td>
<td>$16,093.35</td>
</tr>
<tr>
<td></td>
<td>Cement</td>
<td>$20,375.52</td>
</tr>
<tr>
<td></td>
<td>Resurfacing</td>
<td>$27,783.10</td>
</tr>
<tr>
<td></td>
<td>Asphalitic Cement</td>
<td>$13,727.00</td>
</tr>
<tr>
<td></td>
<td>Stop Bars</td>
<td>$  78.00</td>
</tr>
<tr>
<td></td>
<td>Hcap Ramp</td>
<td>$  2,264.78</td>
</tr>
<tr>
<td>Attorney Fees</td>
<td></td>
<td>$  1,100.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$98,673.89</td>
</tr>
<tr>
<td>Bond</td>
<td></td>
<td>$39,333.35</td>
</tr>
<tr>
<td>Net</td>
<td></td>
<td>$ 59,340.54</td>
</tr>
<tr>
<td>Town Cost (21%)</td>
<td></td>
<td>$12,461.51</td>
</tr>
<tr>
<td>Neighborhood Cost (79%)</td>
<td></td>
<td>$46,879.03</td>
</tr>
<tr>
<td>Lots</td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>Cost per Lot</td>
<td></td>
<td>$  2,929.94</td>
</tr>
</tbody>
</table>