

**Agenda**  
**Board of Aldermen**  
**Town of Gibsonville**

**January 9, 2022**  
**Special Meeting**

**Town Hall**  
**7:00 pm**

1. Public Comments
2. Approval of agenda
3. Approval of minutes
4. Recognition of Sean Botzman – Eagle Scout Award
5. Police Headquarters Project American Institute of Architects (AIA) Contract – Moseley Architects
6. Library Concept Design Phase Proposal – Clearscapes
7. Withdrawal Resolution – Capital Reserve Fund for Water & Wastewater System Development Fees
8. Budget Ordinance Amendment #7
9. Police Headquarters Capital Project Ordinance Amendment
10. Highway 61 North Waterline Replacement Project Ordinance Amendment
11. Discussion – selling portion of 532 564 Minneola Street property
12. Installment financing agreement – Public Works leaf truck
13. Reports
  - a. Town Manager
  - b. Mayor
  - c. Board Members

**4. Recognition of Sean Botzman – Eagle Scout Award** – The Gibsonville Board of Aldermen will recognize resident Sean Patrick Botzman for receiving his Eagle Scout Award.

Attachment: Proclamation

**5. Police Headquarters Project American Institute of Architects (AIA) Contract – Moseley Architects** – The Town of Gibsonville sent out request for qualifications for architectural services for a new Police Headquarters. Through a committee comprised of town officials and outside consultant, Moseley Architects was chosen as best qualified from the 9 RFQs received.

Attachment: AIA Document – Standard Form of Agreement Between Owner and Architect

**6. Library Concept Design Phase Proposal – Clearscapes** – The Town of Gibsonville sent out request for qualifications for architectural services for a new Library. Through a committee comprised of town officials and outside consultant, Clearscapes was chosen as best qualified from the 9 RFQs received. Their proposal is a fixed fee of \$70,750 for the Concept Design Services/Early Schematic Design. Clearscapes will follow with the full proposal for detailed design once they have balanced the scope and budget.

Attachment: Clearscapes Proposal for Concept Design Services/Early Schematic Design

**7. Withdrawal Resolution – Capital Reserve Fund for Water & Wastewater System Development Fees** – This resolution is needed to move \$557,660 from the Capital Reserve Fund for Water & Wastewater System Development Fees into the Highway 61 North Waterline Improvements Capital Project Fund.

Attachment: Memo and Resolution

**8. Budget Ordinance Amendment #7** – This budget ordinance amendment is needed to transfer funds from the Water and Sewer Fund to the Highway 61 North Waterline Improvements Capital Project Fund, account for the removal of a portion of the construction costs no longer needed for the Hwy 61 North Waterline Improvements Capital Project Fund, account for insurance proceeds, and account for two months distribution of a Library State Aid grant to the Gibsonville Public Library.

Attachment: Memo and Budget Ordinance Amendment 7

**9. Police Headquarters Capital Project Ordinance Amendment** – This ordinance amendment is needed to increase the design services line item by \$50,000 based on the actual amount of the architectural services contract. To offset said increase, the construction line item will be reduced by \$50,000.

Attachment: Memo and Ordinance

**10. Highway 61 North Waterline Replacement Project Ordinance Amendment** – This ordinance amendment reconfigures the revenue sources by accepting a \$557,600 transfer from the Capital Reserve Fund (System Development Fee) and a \$157,403 transfer from the Water & Sewer Fund.

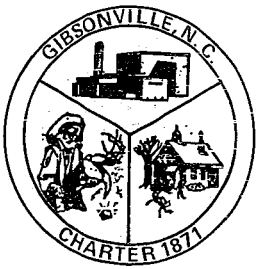
Attachment: Memo and Ordinance

**11. Discussion – selling portion of 532 564 Minneola Street property** – Cappadocia Holiness Church, located at 600 W Minneola Street, is requesting to buy a portion of 532 564 Minneola Street in order to preserve and retain access to graves located on the property. Per G.S. 160A-268, sale by sealed bid may be used for disposal of real property.

Attachment: Property map, Sealed Bid Procedure

**12. Installment financing agreement – Public Works leaf truck** – The Town of Gibsonville sent out requests for proposals to finance the purchase of one 2023 Freightliner model M2106 cab/chassis with one Pac Mac 25 cubic yard chassis mounted automated leaf collection unit. Three banks responded with the low bid coming from Truist Bank at a rate of 4.05%.

Attachment: Memo, Financing Proposal and Resolution



# Proclamation

## Honoring Sean Patrick Botzman

### Eagle Scout Recipient

**WHEREAS**, Sean Patrick Botzman of Troop 19, City of Burlington, Boy Scouts of America has earned the rank of Eagle Scout; and

**WHEREAS**, Sean exemplified the ideas of scouting and was selected by his peers to the Order of the Arrow, the national honor society of the Boy Scouts of America ; and

**WHEREAS**, Sean earned the World Conservation Award; and

**WHEREAS**, Sean held several positions of responsibility as senior patrol leader, assistant senior patrol leader, patrol leader, and scribe; and

**WHEREAS**, for his community service project, Sean spent numerous hours sanding, repainting, installing, and building items for the Blessed Sacrament School outdoor classroom; and

**WHEREAS**, Sean earned 9 additional merit badges over the 21 required; and

**WHEREAS**, the rank of Eagle Scout is the highest award a boy can attain in scouting; in earning his Eagle rank Sean will now forever be known as a person of distinction.

**NOW, THEREFORE, BE IT RESOLVED**, that on this day, January 9th, 2023, the Gibsonville Board of Aldermen does commend Sean Patrick Botzman on achieving the rank of Eagle Scout.

ATTEST:

\_\_\_\_\_  
Town Manager/Clerk

\_\_\_\_\_  
Mayor

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of January in the year Two Thousand Twenty-Three

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

Town of Gibsonville  
129 West Main Street  
Gibsonville, North Carolina 27249  
Telephone Number: (336) 449-4144

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Moseley Architects P.C.  
6210 Ardrey Kell Road  
The Hub at Waverly, Suite 425  
Charlotte, North Carolina 28277  
Telephone Number: (704) 540-3755

for the following Project:  
*(Name, location and detailed description)*

Town of Gibsonville New Police Headquarters

The Project will consist of the design a new replacement police headquarters on town owned property.

The Owner and Architect agree as follows.

**ARTICLE 11 COMPENSATION**

~~§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 11.1 For the Architect's Services described herein, the Owner shall compensate the Architect as follows:~~

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) Compensation for Architect's services shall be the lump sum of Five Hundred Ten Thousand and 00/100 Dollars (\$510,000.00), as follows:~~

Schematic Design Phase:	\$ 76,500.00
Design Development Phase:	\$102,000.00
Construction Documents Phase:	\$204,000.00
Bidding Phase:	\$ 25,500.00
Construction Contract Administration Phase:	\$102,000.00
Total:	\$510,000.00

~~§ 11.2 Not Used~~

~~§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:~~

~~(Insert amount of, or basis for, compensation.)~~

~~As mutually agreed as Additional Services are required.~~

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20%), or as follows:~~

~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the The proportion of compensation for each phase of services shall be as follows:~~

<u>Schematic Design Phase</u>	<u>15%</u>			
<u>Design Development Phase</u>	<u>20%</u>			
<u>Construction Documents Phase</u>	<u>40%</u>			
<u>Procurement Phase</u>	<u>05%</u>			
<u>Construction Phase</u>	<u>20%</u>			
<hr/>				
<u>Total Basic Compensation</u>	<u>100%</u>			
Schematic Design Phase	-	percent (	-	%)
Design Development Phase	-	percent (	-	%)
Construction Documents Phase	-	percent (	-	%)
Procurement Phase	-	percent (	-	%)
Construction Phase	-	percent (	-	%)
-	-		-	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

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~~§ 11.6.1~~ When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

SCHEDULE OF HOURLY BILLING RATES  
CALENDAR YEAR 2022

<u>Principals</u>	<u>\$242</u>
<u>Architects</u>	
<u>Senior Project Manager</u>	<u>\$219</u>
<u>Project Manager</u>	<u>\$172</u>
<u>Architect</u>	<u>\$164</u>
<u>Project Designer</u>	<u>\$109</u>
<u>Security and Detention Design</u>	
<u>Security Design Specialist</u>	<u>\$207</u>
<u>Moseley Engineering Director</u>	<u>\$242</u>
<u>Moseley Mechanical/Electrical/Plumbing/Engineering</u>	
<u>Senior Engineer</u>	<u>\$192</u>
<u>Engineer/Designer</u>	<u>\$157</u>
<u>Intern Technician</u>	<u>\$109</u>
<u>Moseley Structural Engineering</u>	
<u>Senior Engineer</u>	<u>\$172</u>
<u>Engineer/Designer</u>	<u>\$143</u>
<u>Intern Technician</u>	<u>\$109</u>
<u>Moseley Interior Design</u>	
<u>Interior Design Director</u>	<u>\$191</u>
<u>Senior Interior Designer</u>	<u>\$129</u>
<u>Project Interior Designer</u>	<u>\$109</u>
<u>Corrections Planner</u>	<u>\$242</u>
<u>Criminal Justice Consultant</u>	<u>\$187</u>
<u>Construction Administration</u>	
<u>Construction Administrator</u>	<u>\$164</u>
<u>Specification Writer</u>	<u>\$164</u>
<u>Sustainability Planning</u>	
<u>Sustainability Planning Director</u>	<u>\$192</u>
<u>Energy Analyst</u>	<u>\$161</u>
<u>Sustainability Coordinator</u>	<u>\$143</u>
<u>Administrative</u>	<u>\$76</u>

Rates are subject to change on January 1 of each year.

Employee or Category

Rate (\$0.00)

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form ~~documents;~~ documents for Bidding Documents;
- .5 Postage, handling, and ~~delivery;~~ delivery of Bidding Documents;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the ~~Project;~~ Project (unless specifically included in the Basic or Supplemental Services);
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office ~~expenses;~~ expenses if requested by Owner;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~( \$ )~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~( \$ )~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % twelve percent per annum

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

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12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.9 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

12.10 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

12.11 This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~—(Insert the date of the E203-2013 incorporated into this agreement.)~~

- .3 Exhibits:

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:~~

(Insert the date of the E204-2017 incorporated into this agreement.)

~~[ ]~~ Other Exhibits incorporated into this Agreement: Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

~~4~~ Other documents:

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Ben Baxley, Town Manager  
Town of Gibsonville -

*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature)

-Joshua N. Bennett, AIA, Vice President  
Moseley Architects P.C.

*(Printed name, title, and license number, if required)*

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 06:38:31 ET on 12/19/2022 under Order No. 2114276300 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

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*(Signed)*

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*(Title)*

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*(Dated)*

January 6, 2023

Mr. Ben Baxley  
Town Manager, Town of Gibsonville  
129 West Main Street  
Gibsonville, NC 27249  
[bbaxley@gibsonville.net](mailto:bbaxley@gibsonville.net)

**RE: GIBSONVILLE PUBLIC LIBRARY**

Mr. Baxley,

We are so excited to have the opportunity to design the new Gibsonville Public Library with you! This important community resource will support lifelong learning, enhancing residents' quality of life and spurring future economic advancement in Gibsonville. The following proposal is based on the scope of work defined during the RFQ process, the Library Space Needs and Building Programming document, and our initial conversation:

**Project Description**

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We understand that the new Gibsonville Public Library is municipally owned and will serve the growing demand for library services in the Town. The new facility will be approximately 16,000 square feet and will be constructed on a currently undeveloped parcel of land adjacent to the Gibsonville Community Center. The library will likely include a welcome area with community gallery, a public service area, public seating areas with a popular collections area, meeting spaces and group study rooms, a larger multipurpose program/meeting room, a children's area, a teen area, a circulation work room serving a drive through pick up and book drop, book stack areas, staff workspaces, a staff lounge, storage, IT and server space, and mechanical/electrical rooms. Additional space may be desired to create a maker space, to support the Friends Booksale including storage and workspace, and space for a Library of Things. Outdoor program spaces are also desired including a children's program area, patio reading and workspace supporting individuals and groups, and a community garden.

**Concept Design Services / Early Schematic Design**

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**Existing Conditions Analysis**

Starting from the site survey, geotechnical information, and the library programming document provided by the Owner, the Design Team will field verify existing conditions and photo document the site. From this base information, an existing site plan will be generated for use in the Concept and Detailed Design Phases. The design team will also study and document sun angles, prevailing winds, site hydrology, opportunities to connect the facility to other nearby public facilities and the Town center, and other important site features that may influence the design of the new public library.

**Site/Building Programming**

Beginning with the library program defined Gibsonville Public Library Space Needs and Program, we will work with your team to gain a more complete understanding of stakeholder and community goals for the new Library and each program space. Through this work, we will define essential program spaces and their functions, and create a priority matrix for all program areas. We will also note critical adjacencies between program areas and seek to create synergies and efficiencies between spaces. We will also note any specialized design considerations and technical requirements for each space and the building. A site program will also be developed to ensure site goals are met.

**Site/Building Planning and Concept Design**

Based upon the optimized program, site conditions, and regulatory constraints, we will develop a series of site and building plan diagrams that study various plan configurations and building to site relationships. We will work iteratively through design options with your team to identify the most promising approaches, refine them to show how they can best fit your needs, and select a preferred option. A concept narrative document will be generated by the Design Team at the conclusion of the Concept Design Phase to support Cost Estimating.

*We anticipate 3 – 4 rounds of iterations and collaborative meetings with your team to arrive at a preferred approach.*

**Cost Modelling and Scope Refinement**

Based on the preferred design concept and narrative, the Design Team will generate a preliminary cost model to ensure the desired scope is within budget. If the scope exceeds the budget, the Design Team will work with the Owner and Stakeholders to balance the scope with available resources. We will work to ensure that the overall concept, project goals, and essential program are preserved through any scope reduction/refinement process.

**Public Engagement**

Clearscapes will conduct a public meeting at the conclusion of the Concept Design phase to introduce the idea to the community and receive feedback for use in detailed design. For this meeting, printed boards with colored floor plans and exterior renderings will be created for presentation and discussion purposes. Comment cards and/or other means for the public to leave anonymous feedback will also be included. A meeting report summarizing all public feedback will produced after the session.

**Project Assumptions + Clarifications**

1. The Concept Design phase includes balancing scope with available budget and will yield the equivalent of early Schematic Design deliverables. As such, the Schematic Design fee for the full detailed design of the library will be lower than a normal Schematic Design Fee to reflect the value of the work produced during Concept Design.
2. The owner will supply the design team with a site survey and geotechnical testing.
3. We understand that the project will be funded through a USDA Community Facilities loan. The scope of this proposal assumes the owner will coordinate directly with the USDA and manage the process for securing the loan, and the design team will supply any needed plan and technical information to support the funding process at the appropriate milestones.
4. This proposal includes Concept Design for all disciplines sufficient to support cost estimating and define a project where the scope is balanced with the available budget. A proposal for Schematic Design through Construction Administration and Close Out will be submitted once a budget balanced Concept Design is approved.
5. This proposal includes (2) photorealistic renderings for marketing purposes. Additional photorealistic renderings can be provided for an additional fee of \$1500 per image if desired.
6. We understand that Alamance County will conduct plan reviews and inspections, but Guilford County's Fire Marshal will also review plans and inspect the facility. The design team will work with the staff of both counties as needed for permitting and inspections.
7. Site Plan Review documents will be prepared after the Concept Design has been approved and is not included in this proposal. Site Plan Review documents will be included in the detailed design proposal to be submitted at the conclusion of Concept Design.

**Project Schedule**

We understand that it is your desire to proceed with Concept Design as quickly as possible. The scope of work listed above will take approximately 3 months to complete from the time we are authorized to proceed, and for scheduling purposes, we assume work will begin January 16, 2023. The Design Team will need access to the site immediately for field verification purposes, along with the site survey and geotechnical testing information.

CONCEPT DESIGN SCHEDULE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12
<b>EXISTING CONDITIONS ANALYSIS</b>												
Review Existing Documentation	█	█										
Field Verification of Documentation												
Compile Base Plans												
<b>PROGRAMMING</b>												
Town/Stakeholder Interviews												
Optimize Program												
Review/Feedback/Revision												
<b>SITE DESIGN</b>												
Code Analysis												
Conceptual Site Design			█	█	█							
Review/Feedback/Revision												
<b>PLANNING AND CONCEPT DESIGN</b>												
Systems, Structure, and Code Analysis			█	█	█	█	█	█	█	█		
Conceptual Building Design												
Review/Feedback/Revision												
<b>PROJECT ESTIMATING/BUDGETING</b>												
Draft Estimate												
Review/Feedback/Revision												

**Fee Schedule**

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We propose a fixed fee for Concept Design for the Gibsonville Public Library according to the following fee schedule:

*Clearscapes (Architecture):*

<i>Concept Design/Early Schematic Design</i>	<i>\$ 26,000</i>
<i>Renderings</i>	<i>\$ 4,000</i>
<i>Public Engagement</i>	<i>\$ 3,000</i>

*McAdams (Site/Civil):*

*\$ 20,750*

*Sigma (Building Systems + Security):*

*\$ 10,000*

*Lynch Mykins (Structural)*

*\$ 4,500*

*Palacio (Cost Estimating)*

*\$ 2,500*

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***Total Concept Design Fee***

***\$ 70,750***

Reimbursable expenses are set at a not-to-exceed amount of **\$1500** for the Concept Design Phase. These expenses include reproduction costs, overnight shipping, travel, etc.

We are delighted to have the opportunity work with you on this project and are excited to help the Town realize its vision for the Gibsonville Public Library. If you have any questions or ways we can improve this proposal, please give me a call to discuss.

Sincerely,

CLEARSCAPES, P.A.



Brandy Thompson, AIA

# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, Town Manager

**Date:** 1/5/2023

**Re:** Withdrawal Resolution for Capital Reserve Fund for Water and Wastewater System Development Fee

---

The Board of Aldermen established a Capital Reserve Fund for Water and Wastewater System Development Fee on June 4, 2018. The purpose of this fund is to construct growth related water and wastewater capital improvement projects. Said fund began collecting deposits of the Water and Wastewater System Development Fee on July 1, 2018. Through January 3, 2023, \$1,185,050 has been collected in this fund and \$625,450.00 was withdrawn on March 15, 2021. The available balance is \$557,600.00. It is requested that that Board of Aldermen withdraw \$\$557,600.00 from this fund and appropriate said amount into the Highway 61 North Waterline Improvements Project Capital Project Fund. Withdrawals from a capital reserve fund may be authorized by resolution of the Board of Aldermen. Attached with this memo is the capital reserve fund withdrawal resolution.

**CAPITAL RESERVE FUND  
FOR WATER AND WASTEWATER SYSTEM DEVELOPMENT FEE**

WHEREAS, Town of Gibsonville, North Carolina (the "Town") has determined that certain water and wastewater system capital improvement projects will be needed in the next 10 years to ensure adequate capacity for future economic growth and development; and

WHEREAS, The North Carolina General Assembly adopted new legislation (House Bill 436) in June 2017, to regulate how local government water/wastewater utilities could set and collect a water and wastewater system development fee; and

WHEREAS, House Bill 436 requires that a water and wastewater system development fee be deposited in a reserve account and used only for purposes specified.

NOW, THEREFORE BE IT RESOLVED by the governing body of Town of Gibsonville, North Carolina that:

Section 1. The Gibsonville Board of Aldermen has established a Capital Reserve Fund for a Water and Wastewater System Development Fee, pursuant to the provisions of the Local Government Budget and Fiscal Control Act, N.C. General Statutes Chapter 159, Article 3, Part 2, for the purpose of constructing growth related water and wastewater capital improvement projects similar to the Town's Back Creek Outfall Extension but also including other capital growth improvements projects.

Section 2. This fund will remain operational for a period not to exceed ten (10) years (beginning July 1, 2018 and ending June 30, 2028).

Section 3. Collected water and wastewater system development fee is deposited into the Capital Reserve Fund. An estimated \$1,900,000 will be deposited in the 10-year period.

Section 4. \$1,185,050 has been deposited in this fund as of January 3, 2023 and \$625,450.00 was withdrawn March 15, 2021. The available balance is \$557,600.00.

Section 5. The Gibsonville Board of Aldermen authorizes the withdrawal of \$557,600.00 as an appropriation from this fund into the Highway 61 North Waterline Improvements Project Capital Project Fund. The Highway 61 North Waterline Improvements Project is a growth related water capital improvement project.

Adopted this 9<sup>th</sup> day of January, 2023.

---

Mayor

Attest:

---

Town Clerk



# Memo

**To:** Mayor Williams and Members of the Board of Aldermen  
**From:** Ben Baxley, Town Manager <sup>BB</sup>  
**Date:** 1/6/2023  
**Re:** FY 2023 Budget Ordinance Amendment #7

---

The attached FY 2023 Budget Ordinance Amendment #7 is needed to transfer funds from the Water and Sewer Fund to the Highway 61 North Waterline Improvements Capital Project Fund, account for insurance proceeds, and account for two months distribution of a Library State Aid grant to the Gibsonville Public Library. Below is a list of the amendments with explanations.

General Fund Revenues

- Increase of \$1,222 in Library State Aid Grant line item to account for two months distribution of a Library State Aid grant
- Increase of \$1,197 in Insurance Proceeds line item to account for insurance proceeds to repair a vehicle

General Fund Expenditures

- Increase of \$1,197 in Recreation line item to account for insurance proceeds to repair a vehicle
- Increase of \$1,222 in Library line item to account for two months distribution of a Library State Aid grant to the Gibsonville Public Library

Water & Sewer Fund Revenues

- Increase of \$157,403 in Water – Retained Earnings Appropriation line item to transfer funds to the Highway 61 North Waterline Improvements Capital Project Fund

Water & Sewer Fund Expenditures

- Increase of \$157,403 in Transfer to Hwy 61 N. Waterline CPF line item to transfer funds to the Highway 61 North Waterline Improvements Capital Project Fund

The amendments increase the General Fund budget by \$2,419 and the Water & Sewer Fund by \$157,403.

**TOWN OF GIBSONVILLE, NORTH CAROLINA  
FY 2023 BUDGET ORDINANCE AMENDMENT #7**

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 9th day of January, 2023 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

**SECTION I. GENERAL FUND**

Anticipated Revenues	FY 2023	Amendment	FY 2023
	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Taxes, Current Year	3,961,279	-	3,961,279
Taxes, Prior Years	31,150	-	31,150
Motor Vehicle Tax	440,000	-	440,000
Cemetery	16,000	-	16,000
Recreation	80,000	-	80,000
Sanitation Service Charge	474,222	-	474,222
Interest on Investments	23,000	-	23,000
Fire District Tax (Guilford)	15,716	-	15,716
Library	4,000	-	4,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	5,000	-	5,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	18,000	-	18,000
Brush/White Goods Pickup Fees	4,000	-	4,000
Miscellaneous	121,377	-	121,377
GHA	2,340	-	2,340
Stormwater Fee	66,000	-	66,000
Solid Waste Disposal Tax	5,500	-	5,500
Intangible: Sales Tax (Alamance Co.)	1,351,360	-	1,351,360
Intangible: Sales Tax (Guilford Co.)	713,028	-	713,028
Utility Franchise	420,000	-	420,000
Beer & Wine	29,421	-	29,421
<i>Library State Aid Grant</i>	2,720	1,222	3,942
Powell Bill Funds	255,823	-	255,823
<i>Insurance Proceeds</i>	48,359	1,197	49,556
Loan Proceeds	1,110,000	-	1,110,000
Fund Balance (General Fund) Appropriation	2,094,750	-	2,094,750
<b>Total Anticipated Revenues</b>	<b><u>11,351,245</u></b>	<b><u>2,419</u></b>	<b><u>11,353,664</u></b>

**Authorized Expenditures**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	88,337	-	88,337
Administration	1,644,717	-	1,644,717
Police	3,011,470	-	3,011,470
Fire	2,288,899	-	2,288,899
Public Works	2,361,938	-	2,361,938
Powell Bill	112,500	-	112,500
Recreation	943,347	1,197	944,544
Library	386,537	1,222	387,759
Cemetery	23,500	-	23,500
Contingency	40,000	-	40,000
Transfer to Public Library CPF	450,000	-	450,000
<b>Total Authorized Expenditures</b>	<b>11,351,245</b>	<b>2,419</b>	<b>11,353,664</b>
	0	0	0

**SECTION II. WATER & SEWER**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<b>Anticipated W&amp;S Revenues</b>			
<b><u>Water Revenues</u></b>			
Water Service Fees	1,001,400	-	1,001,400
Tapping Fees	10,000	-	10,000
Meter Setting	20,000	-	20,000
Reconnection Fees	42,000	-	42,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	2,836,220	157,403	2,993,623
<b>Total Anticipated Water Revenues</b>	<b>3,921,620</b>	<b>157,403</b>	<b>4,079,023</b>
<b><u>Sewer Revenues</u></b>			
Sewer Service Fees	2,172,000	-	2,172,000
Tapping Fees	10,000	-	10,000
Meter Setting	20,000	-	20,000
Reconnection Fees	42,000	-	42,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	256,753	-	256,753
<b>Total Anticipated Sewer Revenues</b>	<b>2,512,753</b>	<b>-</b>	<b>2,512,753</b>
<b>Total Anticipated W&amp;S Revenues</b>	<b>6,434,373</b>	<b>157,403</b>	<b>6,591,776</b>
<b>Authorized W&amp;S Expenditures</b>			
<b><u>Water Expenditures</u></b>	1,146,560	-	1,146,560
<b><u>Sewer Expenditures</u></b>	2,512,753	-	2,512,753
Transfer To Hwy 61 N. Waterline CPF	2,775,060	157,403	2,932,463
<b>Total Authorized Expenditures</b>	<b>6,434,373</b>	<b>157,403</b>	<b>6,591,776</b>

**SECTION III. PERPETUAL CARE FUND**

<i>Anticipated Revenues</i>	2,700	-	2,700
<i>Authorized Expenditures</i>	2,700	-	2,700

**SECTION IV. PUBLIC LIBRARY CAPITAL PROJECT FUND**

<i>Anticipated Revenues</i>	450,000	-	450,000
<i>Authorized Expenditures</i>	450,000	-	450,000

**SECTION V. POLICE HEADQUARTERS CAPITAL PROJECT FUND**

<i>Anticipated Revenues</i>	1,000,000	-	1,000,000
<i>Authorized Expenditures</i>	1,000,000	-	1,000,000

**SECTION VI. TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.53 per \$100 at full valuation is hereby established as the official tax rate for the Town of Gibsonville for the fiscal year 2023. This rate is based on a total valuation of property of \$838,817,281 and an estimated collection rate of 99.00%.

**SECTION VII.**

Charges for services and fees by Town Departments are levied in the amounts set forth in the Fee Schedule (See Attachment A).

**SECTION VIII. SPECIAL AUTHORIZATION - BUDGET OFFICER**

- A. Budget Officer shall be authorized to reallocate departmental appropriations among various object of expenditures as he believes necessary.
- B. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocations is reduced. Notation of all such transfers shall be made to the Board on the next succeeding Financial Report.
- C. He may make interfund loans for a period of not more than 60 days.
- D. Interfund transfers, established in the budget document may be accomplished without recourse to the Board.

**SECTION IX. RESTRICTION - BUDGET OFFICER**

- A. Interfund transfer of monies, except as noted in Section VI. Shall be accomplished by the Board authorization only.
- B. The utilization of any contingency appropriations shall be accomplished only with Board authorization.

**SECTION X. UTILIZATION OF BUDGET ORDINANCE**

This Ordinance Amendment and the Budget Document shall be the basis of the financial plan for the Gibsonville Municipal Government during the 2023 fiscal year. The Budget Officer shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are consonance with the Budget and this Ordinance and the appropriate statute of the State of North Carolina.

**Amended this the 9th day of January, 2023.**

**Attest:**

\_\_\_\_\_  
\_\_\_\_\_  
**Mayor of Gibsonville, NC**

\_\_\_\_\_  
\_\_\_\_\_  
**Town Clerk of Gibsonville, NC**

# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, Town Manager

**Date:** 1/5/2023

**Re:** Amendment to the Capital Project Ordinance for Police Headquarters Project

---

The attached ordinance amendment is needed to increase the design services line item by \$50,000 based on actual amount of the architectural services contract. To offset said increase, the construction line item will be reduced by \$50,000.

**CAPITAL PROJECT ORDINANCE  
POLICE HEADQUARTERS PROJECT**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby amended:

- Section 1. The Project authorized is Police Headquarters Project.
- Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.
- Section 3. The following revenues are anticipated to be available to the Town to complete the project:

<u>State Capital Infrastructure Fund Grant</u>	<u>\$1,000,000</u>
Total Revenues	\$1,000,000

- Section 4. The following amounts are appropriated for this project:

Design Services	\$550,000
Construction	\$434,000
Miscellaneous	\$10,000
<u>Legal</u>	<u>\$6,000</u>
Total Expenditures	\$1,000,000

- Section 5. The Town Manger shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.
- Section 7. That this ordinance shall take effect upon passage.

This the 9<sup>th</sup> day of January, 2023.

---

Leonard Williams, Mayor

ATTEST:

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Gina Griffeth, Town Clerk

# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, Town Manager  
*BB*

**Date:** 1/5/2023

**Re:** Amendment to the Capital Project Ordinance for Highway 61 North Waterline Improvements Project

---

This ordinance needs amending by reconfiguring the revenue sources by accepting a \$557,600 transfer from the Capital Reserve Fund (System Development Fee) and a \$157,403 transfer from the Water & Sewer Fund. Additionally, the construction line item has been decreased by \$454,457 to account for the removal of a portion of the construction costs that are no longer needed.



**CAPITAL PROJECT ORDINANCE**  
**HIGHWAY 61 NORTH WATERLINE IMPROVEMENTS PROJECT**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby amended:

- Section 1. The Project authorized is Highway 61 North Waterline Improvements Project.
- Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.
- Section 3. The following revenues are anticipated to be available to the Town to complete the project:

Transfer from Water & Sewer Fund	\$3,257,463
<u>Transfer from Capital Reserve Fund (SDF)</u>	<u>\$557,600</u>
Total Revenues	\$3,815,063

- Section 4. The following amounts are appropriated for this project:

Construction	\$3,096,100
Engineering Services	\$325,000
Contingency	\$303,963
Easement Acquisition	\$50,000
Legal	\$30,000
<u>Miscellaneous</u>	<u>\$10,000</u>
Total Expenditures	\$3,815,063

- Section 5. The Town Manager shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.
- Section 7. That this ordinance shall take effect upon passage.

This the 9<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Leonard Williams, Mayor

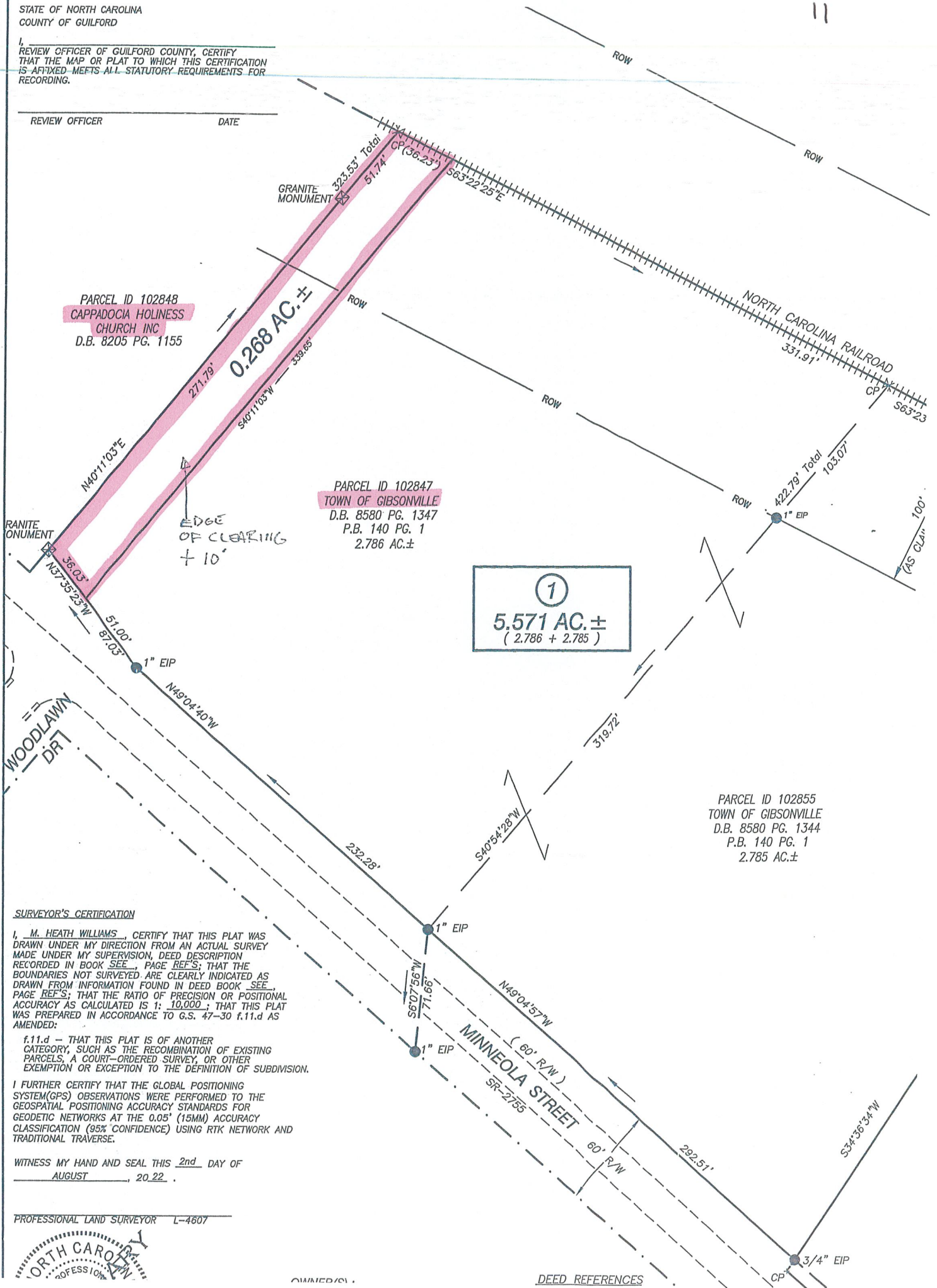
ATTEST:

\_\_\_\_\_  
Gina Griffeth, Town Clerk

I, REVIEW OFFICER OF GUILFORD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_

DATE \_\_\_\_\_



**SURVEYOR'S CERTIFICATION**

I, M. HEATH WILLIAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY DIRECTION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK SEE, PAGE REF'S; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK SEE, PAGE REF'S; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: 10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE TO G.S. 47-30 f.11.d AS AMENDED:

f.11.d - THAT THIS PLAT IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I FURTHER CERTIFY THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS FOR GEODETIC NETWORKS AT THE 0.05" (15MM) ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK AND TRADITIONAL TRAVERSE.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF AUGUST, 2022.

PROFESSIONAL LAND SURVEYOR L-4607



OWNED BY \_\_\_\_\_

DEED REFERENCES \_\_\_\_\_



## Local Government Property Disposal Procedures

### Sale by Sealed Bid (G.S. 160A-268)

Listed below are the basic procedures required under state law for disposing of personal and real property by the sealed bid procedure.

- Step 1 Governing board adopts resolution authorizing sale by sealed bid. The resolution should identify the property to be sold and may (but is not required to) set a minimum bid price.
- Step 2 Publish notice of sale once in a newspaper of general circulation within the jurisdiction (electronic advertising is not authorized). The notice must summarize the contents of the resolution adopted by the board and specify the date, time, and location of the public bid opening. The advertisement must be published at least 7 days before the bid opening for personal property and at least 30 days before the bid opening for real property.
- Step 3 Receive and open sealed bids at a public bid opening.
- Step 4 Governing board awards to the highest responsive, responsible bidder or rejects all bids.

# Memo

**To:** Mayor and Board of Aldermen

**From:** Ben Baxley, Town Manager

**Date:** 1/4/2023

**Re:** Finance Proposals – Purchase one 2023 Freightliner model M2106 cab/chassis with one Pac Mac 25 cubic yard chassis mounted automated leaf collection unit

---

The Town of Gibsonville has received financing proposals from banks to finance the purchase of one 2023 Freightliner model M2106 cab/chassis with one Pac Mac 25 cubic yard chassis mounted automated leaf collection unit.

The responses are as follows:

<u>Bank</u>	<u>Interest Rate</u>
Truist Bank	4.05%
Fidelity Bank	4.65%
First Bank	4.69%
PNC	No Proposal Received
Pinnacle	No Proposal Received
Wells Fargo	No Proposal Received

I recommend that the installment financing of the purchase of one 2023 Freightliner model M2106 cab/chassis with one Pac Mac 25 cubic yard chassis mounted automated leaf collection unit be awarded to low bidder – Truist Bank. The resolution authorizing the installment financing is attached for your consideration along with the proposal.

The loan amount for the purchase of one 2023 Freightliner model M2106 cab/chassis with one Pac Mac 25 cubic yard chassis mounted automated leaf collection unit is \$244,994.00 with a term of 5 years.



**Truist Financial Corporation**

Governmental Finance  
5130 Parkway Plaza Blvd.  
Charlotte, North Carolina 28217  
Phone (704) 954-1700

December 29, 2022

Mr. Ben Baxley  
Town of Gibsonville, NC  
129 W Main St.  
Gibsonville, NC 27249

Dear Mr. Baxley:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the Town of Gibsonville, NC ("Borrower").

**PROJECT:** Installment Financing Contract (Leaf Vacuum Truck)

**AMOUNT:** \$244,994.00

**TERM:** 5 years

**INTEREST RATE:** 4.05%

**TAX STATUS:** Tax Exempt – Bank Qualified

**PAYMENTS:** Interest: Annual  
Principal: Annual

**INTEREST RATE CALCULATION:** 30/360

**SECURITY:** Vehicles and Equipment

**PREPAYMENT TERMS:** Prepayable in whole at any time without penalty

**RATE EXPIRATION:** January 31, 2023

**DOCUMENTATION/ LEGAL REVIEW FEE:** N/A

**FUNDING:** Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

**DOCUMENTATION:** Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

**REPORTING**

**REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

*Truist Bank*



Andrew G. Smith  
Managing Director

Gibsonville, NC - Leaf Collection Truck

Compounding Period: Annual

Nominal Annual Rate: 4.050%

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	EndDate
1 Loan	01/31/2023	244,994.00	1		
2 Payment	02/28/2023	53,131.39	5	Annual	02/28/2027

**TValue Amortization Schedule - Normal, 360 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	01/31/2023				244,994.00
1	02/28/2023	53,131.39	771.73	52,359.66	192,634.34
<b>2023 Totals</b>		<b>53,131.39</b>	<b>771.73</b>	<b>52,359.66</b>	
2	02/29/2024	53,131.39	7,801.69	45,329.70	147,304.64
<b>2024 Totals</b>		<b>53,131.39</b>	<b>7,801.69</b>	<b>45,329.70</b>	
3	02/28/2025	53,131.39	5,965.84	47,165.55	100,139.09
<b>2025 Totals</b>		<b>53,131.39</b>	<b>5,965.84</b>	<b>47,165.55</b>	
4	02/28/2026	53,131.39	4,055.63	49,075.76	51,063.33
<b>2026 Totals</b>		<b>53,131.39</b>	<b>4,055.63</b>	<b>49,075.76</b>	
5	02/28/2027	53,131.39	2,068.06	51,063.33	0.00
<b>2027 Totals</b>		<b>53,131.39</b>	<b>2,068.06</b>	<b>51,063.33</b>	
<b>Grand Totals</b>		<b>265,656.95</b>	<b>20,662.95</b>	<b>244,994.00</b>	

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Gibsonville, NC ("Borrower") has previously determined to undertake a project for the financing of a leaf vacuum truck (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 December 29, 2022. The amount financed shall not exceed \$244,994.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.05%, and the financing term shall not exceed five (5) years 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL