

Agenda
Board of Aldermen
Town of Gibsonville

February 6, 2023
Regular Meeting

Town Hall
7:00 pm

1. Invocation – Alderman Dean
2. Public Comments
3. Approval of agenda
4. Approval of minutes
5. Chelsea Dickey – Motley Local Economic Development update
6. Discussion continuation – selling portion of 532 564 Minneola Street property
7. Committee Appointments – Gibsonville Development Advisory Committee & Gibsonville Downtown Design Committee
8. Planning Board Appointment
9. Resolution in Support of Alamance Community College Indoor Firing Range
10. Guilford County ARPA Contracts
11. Budget Ordinance Amendment #8
12. Reports
 - a. Town Manager
 - b. Mayor
 - c. Board Members

5. Chelsea Dickey – Motley Local Economic Development update – Chelsea Dickey of Motley Local will provide an update on economic development activities to the board.

6. Discussion continuation – selling portion of 532 564 Minneola Street property – Cappadocia Holiness Church, located at 600 W Minneola Street, has requested to buy a portion of 532 564 Minneola Street in order to preserve and retain access to graves located on the property. The board discussed this item at the January 9th meeting and requested that a minimum bid be set to cover the price paid by the town. This amount (approximately \$12,000) was conveyed to the church. The church is unable to meet the minimum bid. The board may decide to initiate the sealed bid process without setting a minimum.

7. Committee Appointments – Gibsonville Development Advisory Committee & Gibsonville Downtown Design Committee – The town advertised for multiple committee vacancies. Applications were accepted from December 6, 2022 through January 17, 2023. The town received one Development Advisory Committee application and one Downtown Design Committee application. The board will need to decide how to proceed with appointments.
Attachment: Committee applications

8. Planning Board Appointment – The Gibsonville Planning Board has one opening for an alternate member to fill the seat of Stephen Ellis.
Attachment: Planning Board Applications

9. Resolution in Support of Alamance Community College Indoor Firing Range – The Alamance Community College Board of Trustees is requesting a resolution supporting a regional indoor firing range. The firing range was to be funded through a November 2018 school bond package. However, due to Covid and associated inflation, ACC must procure other funding for the range. This resolution will strengthen their request in securing donors.
Attachment: Memo and Resolution

10. Guilford County ARPA Contracts – During a special work session on August 9, 2022, the Guilford County Board of Commissioners approved the allocation of American Rescue Plan Act funds to the Town of Gibsonville to construct a 500,000-gallon water tank (\$2,800,000 allocated) and install a new water line along NC 61 (\$3,140,000 allocated). The contracts for these projects were approved by the Guilford County Board of Commissioners on January 19, 2023. The next step is for the Gibsonville Board of Aldermen to approve the contracts.
Attachment: Legislation Details, Guilford County Contract for Water Tank, Guilford County Contract for NC 61 Waterline

11. Budget Ordinance Amendment #8 – This budget ordinance amendment is needed to allocate funding for Town Hall Security improvements, account for a quarterly contribution from Gibsonville ABC to the police department, and account for a donation to the Gibsonville Public Library.
Attachment: Memo, Budget Ordinance Amendment #8

TOWN OF GIBSONVILLE
Board and Commission Application

7

The Gibsonville Board of Aldermen has adopted this application for use by individuals interested in appointment to the Town's advisory boards and commissions. To ensure your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail or by fax to:

Town of Gibsonville, 129 W Main Street, Gibsonville, NC 27249. FAX 336-449-4196.

Please Print or Type

PERSONAL INFORMATION

Name Tangela Mitchell Date December 8, 2022

Address 202 Cypress Ct City/State Gibsonville zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home _____ Work: _____ Cell _____

PLACE OF EMPLOYMENT United Realty Group Address 620 Green Valley Rd, Greensboro

Description of job duties Realtor, Serving Alamance, Guilford, and Surrounding Counties

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

Bartlett Yancey Senior High School, Piedmont Community College,
Triangle Institute of Real Estate

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes _____ No

If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Board, Development Advisory Committee

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

Gibsonville is a beautiful small town that has so much to offer. I would love to be a part of developing and seeing the city grow yet keep the small town feel.

Signature Tangela Mitchell

G. Griffeth

From: Ben Baxley
Sent: Wednesday, December 7, 2022 2:55 PM
To: G. Griffeth
Subject: FW: Form Submission - New Form

From: Squarespace <form-submission@squarespace.info>
Sent: Tuesday, December 6, 2022 10:00 PM
To: Ben Baxley <BBaxley@Gibsonville.net>
Subject: Form Submission - New Form

Sent via form submission from *Town of Gibsonville NC*

Name: Cassie Grubbs

Email:

Address: 7063 Kivette House Rd

Do you live inside the Town limits of Gibsonville?: No

Phone:

Place of Employment: Bear Bottom Consignment

Address of Employment: 235 Burke St, Gibsonville NC 27249

Description of job duties: Manage the store, clean, organize, price, and tag inventory, work with the public

Educational Background: Morehead High School
Rockingham Community Collage

Are you currently serving on a board or commission of the Town of Gibsonville? : No

If so, what Board or Commission?:

Please list the name(s) of the board(s) to which you are applying or seeing reappointment to:: Downtown Design Committee

Why do you wish to service the Town in this capacity?: I'm largely invested in our town and the potential of what we can become; our numbers are growing and I would love to play a part in the growth of our Main Street and its surrounds while helping uphold the integrity of our "small town" charm. I currently run two Facebook pages created to promote and support the small businesses of Gibsonville. If I can participate in a grander scale to support and help grown those businesses, I feel compelled to try.

Furthermore, I serve on the elementary PTA, where my son is just beginning kindergarten, as well as on the PTO at the high school where my twins attend. This is the town where my family has been laying its roots. I want to help shape their future. I want to find the bridges between our community of buildings and our community of people. I believe participating in the downtown design committee could be step one of accomplishing that goal.

Please type your full name in lieu of your signature: Cassie Grubbs

Does this submission look like spam? [Report it here.](#)

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Please Print or Type

PERSONAL INFORMATION

Name Byron Bellman Date 4-27-22

Address 36 Windrift Ct City/State NC Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home _____ Work _____ Cel _____

PLACE OF EMPLOYMENT General Dynamics Mission Systems Address 3801 Boren Dr Greensboro

Description of job duties Environmental Health & Safety Regional Manager

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

BS Degree from University of Mississippi Criminal Justice Emphasis in Homeland Security
MBA from Elon University

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes _____ No

If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:
Planning Board

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

I would like to be more involved in the Town of Gibsonville. I have served as a volunteer in the recreation department for about 10 yrs. I come from a family of public volunteers and find it very important and significant to serve in the community that I live. I feel that with my military service and employment history I would be a good fit for the Planning Board.

Signature Byron L Bellman

yes

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Please Print or Type

PERSONAL INFORMATION

Name Praveen G. Karandikar Date 05/04/2022

Address 306 Burlington Ave. Gibsonville City/State NC Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home _____ Work _____ Cel _____

PLACE OF EMPLOYMENT Self Eemployed Address 106 West Main St. Gibsonville, NC 27249

Description of job duties Owner & CEO of Toasty Kettlyst Beer Company

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

M.S. Electrical Electronics, Arizona State University, MBA Duke Fuqua School of Business

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes No

If so, what Board or Commission? Long Term Planning Board

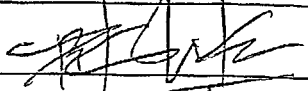
Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Board

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

Being a business owner in downtown Gibsonville and passionate about downtown revitalization, I would like to be involved in the planning of Gibsonville for the next generation, current business owners and future business owners. There is so much we can do to grow the area yet maintaining the charm the town has. I would be thrilled to see everyone succeed, be happy and enjoy all the town has to offer.

Signature _____


5/4/22

yes

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Please Print or Type

PERSONAL INFORMATION

Name Jennifer Maloney Date 4-21-22

Address 702 Driftwood Dr. City/State Gibsonville Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home Work Cell

PLACE OF EMPLOYMENT Replacements, Ltd Address 1089 Knox Rd Greensboro NC

Description of job duties Manager, Buying Team work with fabrics to buy product

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

BA - State University of New York at Cortland

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes No

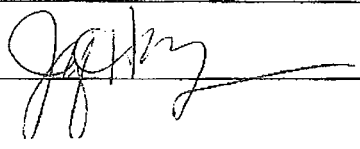
If so, what Board or Commission? ~~Planning Board~~

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Board

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

My family and I enjoy living here, I feel we should be involved in what happens in our communities. If help is needed in this role, I want to help

Signature 

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Board and Commission Application

yes

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*****Please Print or Type*****

PERSONAL INFORMATION

Name Chauncey Radcliffe Mann Date 04/20/2022

Address 303 Oak Street City/State Gibsonville Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home N/A Work (336) 557-5555 Cell -

PLACE OF EMPLOYMENT C2 Civil, LLC (a Division of Boggs Group) Address 1613 W Roosevelt Blvd, Monroe NC

Description of job duties President and Qualifier/Managing Partner

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

Fort Mill High School - Fort Mill SC - Graduated 2005 with Honors; Winthrop University transferred Clemson University
- BS in Business Mgmt 2011; Alamance Community College - Microsoft Excel, Project Certifications 2018

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes No

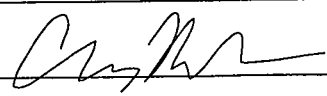
If so, what Board or Commission? None applicable

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Board

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

Living in this area for 10 years, I have seen and understand its culture by working in the local construction industry and having to manage hundreds of employees. I understand local fundamentals and values, and share them with most other residents. I am 35 years old and feel that my capacity is greater than monetary gain for the qualifications and skills that I have obtained in this community, so would be honored to contribute my time and effort to the planning of this beautiful and extremely unique town.

Signature 

yes

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Please Print or Type

PERSONAL INFORMATION

Name Craig M Benton Date 4/19/22
Address 154 Dolomite Dr City/State Gibsonville Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home _____ Work _____ Cell _____

PLACE OF EMPLOYMENT Gov/Fund Co DHHS Address 1203 Maple St Gsa

Description of job duties Child Protective Services Supervisor

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)
University of Illinois MSC UNC Chapel Hill
NC Central Univ BA

BOARD PREFERENCE
Are you currently serving on a board or commission of the Town of Gibsonville? Yes No

If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:
Planning Zoning

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

I am new to the community and would like to become more familiar w/ the use of life and how to better serve the interests of the community

Signature 

yes

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Please Print or Type

PERSONAL INFORMATION

Name Anna Kristen Lara, "Kristen" Date April 20, 2022

Address 216 Cypress Court City/State Gibsonville, NC Zip 27249

Do you live inside the Town limits of Gibsonville? Yes [checked] No

Telephone: Home N/A Work N/A Cell

PLACE OF EMPLOYMENT Homemaker Address

Description of job duties

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

Master of Education in Student Affairs Administration in Higher Education, UNC - Greensboro
Bachelor of Arts in Geography, UNC - Greensboro

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes No [checked X]

If so, what Board or Commission? N/A

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Alternate Board Member of the Gibsonville Planning Board

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

I have been a part of this community since 2020, and have enjoyed getting to know the residents and history of Gibsonville. I feel it is important to engage with and advocate for the residents of Gibsonville.

Signature Anna Kristen Lara

yes

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Please Print or Type

PERSONAL INFORMATION

Name Marchelle Brown Date 4-20-22

Address 307 Joe Gibson Dr City/State Gibsonville Zip 27249

Do you live inside the Town limits of Gibsonville? Yes No

Telephone: Home _____ Work _____ C 336 - _____

PLACE OF EMPLOYMENT Retired Address _____

Description of job duties (Formerly Guilford County Social Worker)

EDUCATIONAL BACKGROUND (Please list including names of all schools attended)

Liberty University / Masters Human Services
Shaw University / BA Sociology

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes _____ No

If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Committee

Why do you wish to service the Town in this capacity? If additional space is needed, please attach a separate sheet.

As a citizen I can better serve my community. This will also be a learning experience for me and to stay current with what is going on in the community. I will have a voice in the changes and growth where I live.

Signature Marchelle K. Brown



Yes

**TOWN OF GIBSONVILLE
Board and Commission Application**

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PLEASE PRINT OR TYPE

PERSONAL INFORMATION

Name DR. EDMUND J. DOYLE Date April 21, 2020

Address 205 Cape Fear Drive City/State Whitsett, NC Zip 27377

Do you live inside the Town limits of Gibsonville? YES NO

Telephone: Home _____ Work _____ Cell _____

PLACE OF EMPLOYMENT ABSS / Address Vaughn St, Burlington

Description of job duties: substitute teacher

EDUCATIONAL BACKGROUND Please list including names of all schools attended.

CUNY - B.A. Education

Palmer College of Chiropractic - D.C. cum laude

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Gibsonville? Yes _____ No
If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:

Planning Board

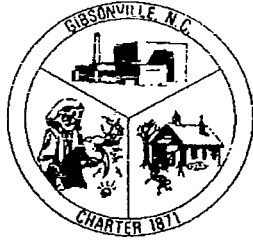
Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet.

The Town of Gibsonville has been a very special and blest locality for both my wife and myself. We've lived here 3 years, coming from up North. I have a background in medical school administration as well as 39 years clinical practice. Would very much care to contribute with great joy to the Town, and would treasure the opportunity to serve. Thank you!

Signature *Edmund J. Doyle* 4-21-2020

Thank you for your interest in appointment to the Town of Gibsonville's Advisory Boards and Commissions. Questions? 449-4144

yes



TOWN OF GIBSONVILLE Board and Commission Application

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PLEASE PRINT OR TYPE

PERSONAL INFORMATION

Name Deborah N. Beavers Date 9-1-2020
Address 819 Ingle St City/State GIBSONVILLE, N.C. Zip 27249
Do you live inside the Town limits of Gibsonville? YES NO
Telephone: Home (336) Work N/A Cell 9

PLACE OF EMPLOYMENT Retired Address _____

Description of job duties: _____

EDUCATIONAL BACKGROUND Please list including names of all schools attended.
Master's Degree in Business Administration
St. Leo University and Columbia Southern University

BOARD PREFERENCE
Are you currently serving on a board or commission of the Town of Gibsonville? Yes _____ No
If so, what Board or Commission? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to:
Planning Board

Why do you wish to serve the Town in this capacity? If additional space is needed please attach a separate sheet. I am new to Gibsonville but my mother Margie
Neill lived here years before she died as well as worked with
Seniors. I worked @ the Virginia Beach Sheriff's office for →

Signature Deborah N. B

town clerk

25 years, I am honest, forthcoming and decisive. I am an active listener and capable of making pertinent decisions in a timely manner. I always analyze all concepts of business ethics from my personal and an organizational perspective. I will continue to assess all ethical issues facing Gibsonville and business leaders. I will evaluate and distinguish between the concepts of social responsibility, integrity, and Gibsonville's business ethics. I believe I can continue all business climate in Gibsonville and make ethical decisions to continue to improve to keep with ~~with~~ the changing times and environment. To close, I would like to say that I come with integrity of myself and issues; I respect ethics; I embrace all opportunities to contribute to the board and Gibsonville and I will serve Gibsonville to the common good and genuinely just want to help the community of my new home in Gibsonville. Thank you



P.O. Box 8000
1247 Jimmie Kerr Road
Graham, NC 27253-8000
336-578-2002
FAX 336-578-1987
www.alamancecc.edu

January 30, 2023

Mr. Ben Baxley
Gibsonville Town Manager
129 West Main Street
Gibsonville, NC 27249

Dear Mr. Baxley

The Board of Trustees of Alamance Community College requests a resolution supporting a regional firing range from your city council. We are not asking for city funds but your support will strengthen our request to other funders.

The 12-lane, state-of-the-art indoor firing range is part of the college's Public Safety Training Center to be completed in 2025. The November 2018 school bond package allocated funds for the training center and the firing range. However, cost escalations due in part to COVID leave no funds for the firing range. Because the firing range is integral to the training center's mission and makes it truly a county, regional, and state facility, ACC is working hard to procure other funding for the range, estimated to cost \$5.6 million.

The firing range provides safer, more environmentally friendly training using recycled lead and brass and filtered air. Because it allows for the simulation of day and night environments, it makes the required officer training more realistic and accessible. It also would save police departments money expended on travel to other firing ranges.

The firing range has broad support inside the county and North Carolina. Sherriff Johnson wholeheartedly backs the project. Local police departments have provided support letters from Burlington, Elon, Gibsonville, Graham, and Haw River. Many North Carolina agencies also provided support letters, including the State Bureau of Investigation, Department of Transportation, Public Safety Alcohol Law Enforcement, the Highway Patrol, and Wildlife Resources Commission. In its first year of operation, the firing range will train 773 officers with over 26,000 hours of training.

We would appreciate your approval of the enclosed resolution at the earliest council meeting. If the resolution passes, please sign and return it to me via post office or email to scott.doron@alamancecc.edu.

Thank you for your support.

Sincerely

Dr. Algie Gatewood
President
Alamance Community College

RESOLUTION IN SUPPORT OF
CONSTRUCTION OF A REGIONAL INDOOR FIRING RANGE FOR THE
ALAMANCE COMMUNITY COLLEGE PUBLIC SAFETY TRAINING CENTER
LOCATED IN GREEN LEVEL, NORTH CAROLINA

WHEREAS, Alamance Community College secured the support of Alamance County voters in approving a bond package in November 2018, part of which was allotted to fund the construction of a much-needed Public Safety Training Center in Alamance County; and

WHEREAS, the escalation of construction costs for the Public Safety Training Center leaves no funds for the construction of an indoor firing range; and

WHEREAS, a state-of-the-art indoor firing range improves the safety of officers and citizens through increased access to firearms training; provides safer, more environmentally friendly training using recycled lead and brass and filtered air; allows for simulation of day and evening training, thus making required training more accessible; enables local safety offices to save money expended in traveling to other firing ranges; is required for mandated firearm training by local, regional, and state officers; and is a critical part of the Alamance Community College Public Safety Training Center; and

WHEREAS numerous local, regional, and state agencies have contributed letters of support for an indoor range, including the City of Burlington Police Department, Elon University Campus Safety & Police, Gibsonville Police Department, City of Graham Police Department, Haw River Police Department, North Carolina State Bureau of Investigation, North Carolina Department of Transportation, North Carolina Department of Public Safety Alcohol Law Enforcement Division, North Carolina Department of Public Safety State Highway Patrol, and North Carolina Wildlife Resources Commission; and

WHEREAS, those Alamance County agencies indicate first-year usage of the indoor firing range to include 637 officers and 24,528 training hours; and those State agencies indicate first-year usage to include 100 officers and 1,600 training hours; and

WHEREAS, a firing range at the Public Safety Training Center in Green Level, North Carolina, will boost usage of the Center and enhance the economy of Green Level through increased hotel and restaurant visits by local, regional, and state officers;

NOW, THEREFORE, BE IT RESOLVED, THAT THE _____ supports the construction of a state-of-the-art indoor firing range at the Alamance Community College Public Safety Training Center in Green Level, North Carolina.

Passed and adopted this _____ day of _____, 2023.

(Seal and Signature)

Name: _____

Designation: _____



Legislation Details (With Text)

File #: 2023-157 **Version:** 1 **Name:**
Type: Contract **Status:** Passed
File created: 12/30/2022 **In control:** Board of Commissioners
On agenda: 1/19/2023 **Final action:** 1/19/2023
Title: MUNICIPAL INTERLOCAL ARPA AGREEMENTS

Sponsors:

Indexes:

Code sections:

Attachments: 1. Stokesdale Agreement, 2. Gibsonville Hwy61 Agreement, 3. Gibsonville Water Tank Agreement, 4. Oak Ridge Water Agreement FINAL, 5. Oak Ridge Park Agreement

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

TITLE
MUNICIPAL INTERLOCAL ARPA AGREEMENTS

SPONSOR
Michael Halford

BACKGROUND
During a special work session on Tuesday, August 9, 2022, the Guilford County Board of Commissioners approved funding to enter into agreements with municipalities as outlined below:

Town of Stokesdale Water Project - \$3,113,038
This agreement will cover the installation of a dual water main into the Town and the addition of a diffuser/stirrer and an electronic altitude control valve on their elevated tank. Project costs include design and construction.

Town of Oak Ridge Water System Project - \$3,265,000
This agreement will cover the construction of water infrastructure including an elevated water storage tank and the construction of a water main to connect the tank to utilities. Project costs are fully allocated toward construction.

Town of Oak Ridge Town Park Amenities - \$305,000
This agreement will provide funds to cover a portion of the renovation costs for the Redmon House to serve as a community center at Oak Ridge Town Park. Project costs are fully allocated toward construction.

Town of Gibsonville Water Tank - \$2,800,000

This agreement will allow the Town to construct a 500,000-gallon water tank, increasing storage capacity, increasing fire flow, eliminating the need for two outdated tanks. Project costs include design and construction.

Town of Gibsonville HWY 61 Water Connector - \$3,140,000

This agreement will cover the installation of a new water line along Highway 61 to improve water quality in the northwest part of town and increase water pressure and fire flow on the western side of the town. Project costs include easement, legal, design, and construction.

Each of these agreements will be funded under the Federal Expenditure Category 6.1 Revenue Replacement: Provision of Government Services.

REQUESTED ACTION

Authorize the County Manager, or designee, to enter into agreements, in substantial form, for the following towns: The Town of Stokesdale (In the amount of \$3,113,038 for Water Project); the Town of Oak Ridge (Water System Project in the amount of \$3,265,000 and Town Park Amenities in the amount of \$305,000), and the Town of Gibsonville (Water Tank Project - \$2,800,000 and HWY 61 Water Connector Project \$3,140,000) from the total allocation of ARPA funds.

GUILFORD COUNTY CONTRACT NO. 90004964

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
Town of Gibsonville

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and Town of Gibsonville, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$2,800,000 (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury.

Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

| <u>REPORT</u> | <u>DEADLINE</u> |
|---|---|
| Project and Expenditure Reports (Quarterly) | January 31, 2024, 2025, 2026, 2027 April 30, 2023, 2024, 2025, 2026 July 31, 2023, 2024, 2025, 2026 October 31, 2023, 2024, 2025, 2026 |
| Recovery Plan (Annually) | July 31, 2023 July 31, 2024 July 31, 2025 July 31, 2026 |

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the

term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2); N.C.G.S. §153A-274.1 and §153A-276.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds*

interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable UG provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under

this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North

Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in

connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--------------------------|---|
| a) Workers' Compensation | \$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit |
| b) General Liability | \$1,000,000 per occurrence/\$3,000,000 aggregate |
| c) Automobile Liability | \$2,000,000 per occurrence |

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
Ben Baxley
Town Manager
129 West Main Street
Gibsonville, NC 27249
Bbaxley@gibsonville.net

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

GUILFORD COUNTY

Michael Halford Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

[Awardee and successor]

ATTEST:

Ben Baxley Date
Gibsonville Town Manager

Chad Coble Date
Gibsonville Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

John Barfield Date
Guilford County Interim Finance Director

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Funding Purpose/Services to be Provided: A new 500,000-gallon water tank will be constructed to be owned and operated by the Town of Gibsonville. The new water tank will provide increased fire flow throughout the Town's system. This new tank would double the storage capacity of water for the town and eliminate both existing tanks (*the Shop Tank at Minneola Street and the Joyner Tank at Joyner Street*) which have become maintenance burdens on the town. Both existing tanks have served the town beyond their expected life span and are limiting factors for the town's growth. In the short term, residents will receive water pressure increases as well as a benefit of increased fire protection.

In long term, the Town of Gibsonville will not have to spend as many funds to maintain two water towers, allowing maintenance funds to be spent on other areas within the system that need to be addressed.

Population Served: The population participating in the project are citizens of Gibsonville who are connected to existing water lines. All currently connected customers, approximately 4300 current connections, will benefit from this project.

Measuring Progress: Progress will be measured via constant communication with the engineer, contractor, and the affected population. Basic progress will be measured through the following timelines measuring short- and long-term activities:

- Town will sign engineering contract in March 2023.
- Engineer will complete site analysis for new water tank within 3 months of signing of engineering contract (approximately June 30, 2024).
- Town will preliminary secure site within 3 months of identification. Town will fully secure site within 6-9 months of identification. (approximately 9/30/23, 12/31/23)
- Surveying of site will be completed within 3 months of preliminary site identification (approximately December 31, 2023).
- Engineering design of waterline improvements will be completed within 15 months of signing of engineering contract (approximately 6/30/24).
- Water permits will be secured, and project advertised for bidding by end of September 2024.
- Construction will be completed within 24 months of bidding (approximately 9/30/26).

Data Use & Sharing: Town's water infrastructure is generally protected from distribution to the public as critical infrastructure through the American Water Infrastructure Act (AWIA) but Town will share progress and information regarding improvements with Guilford County as requested.

Billing Process: This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the Town of Gibsonville. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Gibsonville will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

| REVENUES | | Total Revenue |
|---|----|---------------------------|
| Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded | \$ | 2,800,000 |
| Budget Cost Categories | | Total Expenditures |
| 1. Personnel (Salary and Wages) | \$ | |
| 2. Fringe Benefits | \$ | |
| 3. Travel | \$ | |
| 4. Equipment | \$ | |
| 5. Supplies | \$ | |
| 6. Contractual Services and Subawards | \$ | |
| 7. Consultant (Professional Service) | \$ | 400,000 |
| 8. Construction | \$ | 2,300,000 |
| 9. Occupancy (Rent and Utilities) | \$ | |
| 10. Research and Development (R&D) | \$ | |
| 11. Telecommunications | \$ | |
| 12. Training and Education | \$ | |
| 13. Direct Administrative Costs | \$ | |
| 14. Easement and Legal | \$ | 100,000 |
| 15. Total Costs Federal Grant Funds | \$ | 2,800,000 |
| <u>MUST EQUAL REVENUE TOTALS ABOVE</u> | | |

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

| Guilford County INFORMATION | |
|-----------------------------|--|
| Administrative Address: | 301 W. Market Street Greensboro, NC 27401 |
| Invoice Address: | 301 W. Market Street Greensboro, NC 27401 |
| Project Manager Name: | Amy Addington |
| Project Manager Title: | Pandemic Recovery Policy Analyst |
| Project Manager Email: | aaddington@guilfordcountync.gov |
| Project Manager Phone: | 336-641-6983 |
| Fiscal Officer Name: | John Barfield |
| Fiscal Officer Title: | Finance Director |
| Fiscal Officer Email: | jbarfield@guilfordcountync.gov |
| Fiscal Officer Telephone: | 336-641-4574 |

| AWARDEE INFORMATION | |
|----------------------------|--|
| Administrative Address: | 129 West Main Street, Gibsonville, NC 27249 |
| Invoice Address: | 129 West Main Street, Gibsonville, NC 27249 |
| Project Manager Name: | Ben Baxley |
| Project Manager Title: | Town Manager |
| Project Manager Email: | bbaxley@gibsonville.net |
| Project Manager Telephone: | (336) 449-4144 ext. 7 |
| Fiscal Officer Name: | Chad Coble |
| Fiscal Officer Title: | Finance Officer |
| Fiscal Officer Email: | finance@gibsonville.net |
| Fiscal Officer Telephone: | (336) 449-4144 ext. 5 |

GUILFORD COUNTY CONTRACT NO. 90004965

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
Town of Gibsonville

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and Town of Gibsonville, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$3,140,000 (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury. Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

| <u>REPORT</u> | <u>DEADLINE</u> |
|---|---|
| Project and Expenditure Reports (Quarterly) | January 31, 2024, 2025, 2026, 2027 April 30, 2023, 2024, 2025, 2026 July 31, 2023, 2024, 2025, 2026 October 31, 2023, 2024, 2025, 2026 |
| Recovery Plan (Annually) | July 31, 2023 July 31, 2024 July 31, 2025 July 31, 2026 |

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide

notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employes, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2); N.C.G.S. §153A-274.1 and §153A-276.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable UG provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury."

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that

they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--------------------------|---|
| a) Workers' Compensation | \$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit |

- b) General Liability \$1,000,000 per occurrence/\$3,000,000 aggregate
- c) Automobile Liability \$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no

promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
Ben Baxley
Town Manager
129 West Main Street
Gibsonville, NC 27249
Bbaxley@gibsonville.net

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

GUILFORD COUNTY

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Funding Purpose/Services to be Provided - A 12" water line is currently being installed along highway 61 to cone club road that will connect to the existing 8" waterline that feeds into town. By adding a 12" waterline that follows highway 61 before turning west at Steel St the North to connect to existing water distribution lines, the town will improve water quality in the historically underserved northwest part of town. This new 12" waterline will provide more consistent water pressure and increased fire flow for residents on the western side of Gibsonville while increasing areas of development opportunities for the town. In the short term, residents will receive water pressure increases and the benefit of increased fire protection. In the long term, the new water line will supply drinking water to new, underserved areas.

Population Served - The population participating in the project are citizens of Gibsonville and are already connected to the existing water lines. This ensures that all currently connected customers will be benefited from this project.

Measuring Progress - Progress will be measured via constant communication with the engineer, contractor, and the affected population. Basic progress will be measured through the following timelines measuring short- and long-term activities:

- Town will sign engineering contract in March 2023.
- Surveying will be completed within 3 months of signing of engineering contract (approximately June 30, 2024).
- Engineering design of waterline improvements will be completed within 9 months of signing of engineering contract (approximately 12/31/23).
- Easements within 6 months of completion of engineering design (approximately June 30, 2024).
- Water permits will be secured and project advertised for bidding by end of March 2024.
- Construction will be completed within 24 months of bidding (approximately 3/31/26).

Data Use & Sharing - Town's water infrastructure is generally protected from distribution to the public as critical infrastructure through the American Water Infrastructure Act (AWIA) but Town will share progress and information regarding improvements with Guilford County as requested.

Billing Process – This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the Town of Gibsonville. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Gibsonville will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

| REVENUES | | Total Revenue |
|---|----|---------------------------|
| Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded | \$ | 3,140,000 |
| Budget Cost Categories | | Total Expenditures |
| 1. Personnel (Salary and Wages) | \$ | |
| 2. Fringe Benefits | \$ | |
| 3. Travel | \$ | |
| 4. Equipment | \$ | |
| 5. Supplies | \$ | |
| 6. Contractual Services and Subawards | \$ | |
| 7. Consultant (Professional Service) | \$ | 400,000 |
| 8. Construction | \$ | 2,640,000 |
| 9. Occupancy (Rent and Utilities) | \$ | |
| 10. Research and Development (R&D) | \$ | |
| 11. Telecommunications | \$ | |
| 12. Training and Education | \$ | |
| 13. Direct Administrative Costs | \$ | |
| 14. Easement and Legal | \$ | 100,000 |
| 15. Total Costs Federal Grant Funds | \$ | 3,140,000 |
| <u>MUST EQUAL REVENUE TOTALS ABOVE</u> | | |

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

| Guilford County INFORMATION | |
|-----------------------------|--|
| Administrative Address: | 301 W. Market Street Greensboro, NC 27401 |
| Invoice Address: | 301 W. Market Street Greensboro, NC 27401 |
| Project Manager Name: | Amy Addington |
| Project Manager Title: | Pandemic Recovery Policy Analyst |
| Project Manager Email: | aaddington@guilfordcountync.gov |
| Project Manager Phone: | 336-641-6983 |
| Fiscal Officer Name: | John Barfield |
| Fiscal Officer Title: | Finance Director |
| Fiscal Officer Email: | jbarfield@guilfordcountync.gov |
| Fiscal Officer Telephone: | 336-641-4574 |

| AWARDEE INFORMATION | |
|----------------------------|--|
| Administrative Address: | 129 West Main Street, Gibsonville, NC 27249 |
| Invoice Address: | 129 West Main Street, Gibsonville, NC 27249 |
| Project Manager Name: | Ben Baxley |
| Project Manager Title: | Town Manager |
| Project Manager Email: | bbaxley@gibsonville.net |
| Project Manager Telephone: | (336) 449-4144 ext. 7 |
| Fiscal Officer Name: | Chad Coble |
| Fiscal Officer Title: | Finance Officer |
| Fiscal Officer Email: | finance@gibsonville.net |
| Fiscal Officer Telephone: | (336) 449-4144 ext. 5 |

Memo

To: Mayor Williams and Members of the Board of Aldermen

From: ^{BB} Ben Baxley, Town Manager

Date: 2/2/2023

Re: FY 2023 Budget Ordinance Amendment #8

The attached FY 2023 Budget Ordinance Amendment #8 is needed to allocate funding for Town Hall Security improvements (Phase I will include installation of two level 3 bullet resistant windows at the water billing service desk, level 3 bullet resistant glazing installation on the interior side of two existing windows in the water billing offices, and access control system at the entrance of the water billing offices), account for a quarterly contribution from Gibsonville ABC to the police department, and account for a donation to the Gibsonville Public Library. Below is a list of the amendments with explanations.

General Fund Revenues

- Increase of \$1,160 in Miscellaneous line item to account for a quarterly contribution from Gibsonville ABC to the police department and account for a donation to the Gibsonville Public Library
- Increase of \$45,000 in Fund Balance (General Fund) Appropriation line item to allocate funding for Town Hall Security improvements (Phase I will include installation of two level 3 bullet resistant windows at the water billing service desk, level 3 bullet resistant glazing installation on the interior side of two existing windows in the water billing offices, and access control system at the entrance of the water billing offices)

General Fund Expenditures

- Increase of \$45,000 in Administration line item to allocate funding for Town Hall Security improvements (Phase I will include installation of two level 3 bullet resistant windows at the water billing service desk, level 3 bullet resistant glazing installation on the interior side of two existing windows in the water

billing offices, and access control system at the entrance of the water billing offices)

- Increase of \$1,060 in Police line item to account for a quarterly contribution from Gibsonville ABC to the police department
- Increase of \$100 in Library line item to account for a donation to the Gibsonville Public Library

The amendments increase the General Fund budget by \$46,160.

**TOWN OF GIBSONVILLE, NORTH CAROLINA
FY 2023 BUDGET ORDINANCE AMENDMENT #8**

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 6th day of February, 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 |
| <i>Miscellaneous</i> | <i>121,377</i> | <i>1,160</i> | <i>122,537</i> |
| 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 |
| Library State Aid Grant | 3,942 | - | 3,942 |
| Powell Bill Funds | 255,823 | - | 255,823 |
| Insurance Proceeds | 49,556 | - | 49,556 |
| Loan Proceeds | 1,110,000 | - | 1,110,000 |
| <i>Fund Balance (General Fund) Appropriation</i> | <i>2,094,750</i> | <i>45,000</i> | <i>2,139,750</i> |
| <i>Total Anticipated Revenues</i> | <u>11,353,664</u> | <u>46,160</u> | <u>11,399,824</u> |

Authorized Expenditures

| | <u>Current Budget</u> | <u>Increase/Decrease</u> | <u>Revised Budget</u> |
|--------------------------------------|-----------------------|--------------------------|-----------------------|
| Governing Board | 88,337 | - | 88,337 |
| <i>Administration</i> | 1,644,717 | 45,000 | 1,689,717 |
| <i>Police</i> | 3,011,470 | 1,060 | 3,012,530 |
| Fire | 2,288,899 | - | 2,288,899 |
| Public Works | 2,361,938 | - | 2,361,938 |
| Powell Bill | 112,500 | - | 112,500 |
| Recreation | 944,544 | - | 944,544 |
| <i>Library</i> | 387,759 | 100 | 387,859 |
| Cemetery | 23,500 | - | 23,500 |
| Contingency | 40,000 | - | 40,000 |
| Transfer to Public Library CPF | 450,000 | - | 450,000 |
| Total Authorized Expenditures | 11,353,664 | 46,160 | 11,399,824 |
| | 0 | 0 | 0 |

SECTION II. WATER & SEWER

| | <u>Current Budget</u> | <u>Increase/Decrease</u> | <u>Revised Budget</u> |
|---|-----------------------|--------------------------|-----------------------|
| Anticipated W&S Revenues | | | |
| <u>Water Revenues</u> | | | |
| 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 | 2,993,623 | - | 2,993,623 |
| Total Anticipated Water Revenues | 4,079,023 | - | 4,079,023 |
| <u>Sewer Revenues</u> | | | |
| 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 |
| Total Anticipated Sewer Revenues | 2,512,753 | - | 2,512,753 |
| Total Anticipated W&S Revenues | 6,591,776 | - | 6,591,776 |

Authorized W&S Expenditures

| | | | |
|--------------------------------------|------------------|----------|------------------|
| Water Expenditures | 1,146,560 | - | 1,146,560 |
| Sewer Expenditures | 2,512,753 | - | 2,512,753 |
| Transfer To Hwy 61 N. Waterline CPF | 2,932,463 | - | 2,932,463 |
| Total Authorized Expenditures | 6,591,776 | - | 6,591,776 |

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 6th day of February, 2023.

Attest:

Mayor of Gibsonville, NC

Town Clerk of Gibsonville, NC