

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

**April 17, 2023**  
**Regular Meeting**

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

1. Invocation – Mayor Williams
2. Public Comments
3. Approval of agenda
4. Approval of minutes
5. Set public hearing – rezoning request 629 Gibsonville Ossipee Road
6. Sealed bid – 532 564 Minneola Street Property
7. Contract approval – NC HWY 61 Waterline Connector Engineering Services
8. Capital Project Ordinance for NC HWY 61 Waterline Connector Project
9. Budget Ordinance Amendment #11
10. Reports
  - a. Town Manager
  - b. Mayor
  - c. Board Members
11. Closed session

## **Addendum**

**5. Setting of public hearing – rezoning request 629 Gibsonville Ossipee Road** – Property owner Stephanie Lowe is requesting to rezone Alamance Parcel #107942 from RS-20 to RS-12 for the purpose of subdividing and building a single-family home. The Planning Board will consider this item at their April 20<sup>th</sup> meeting. The board will need to set a public hearing for Monday, May 1<sup>st</sup>.

**6. Sealed bid – 532 564 Minneola Street Property** – Cappadocia Holiness Church, located at 600 W Minneola Street, has submitted a sealed bid to purchase a 0.268 acre portion of 532 564 Minneola Street for the purpose of retaining graves. There was the sole bid received. The board will need to decide whether to accept or reject the bid.

Attachment: Bid offer

**7. Contract approval – NC HWY 61 Waterline Connector Engineering Services** – This contract is between the Town of Gibsonville and Alley, Williams, Carmen and King for the NC HWY 61 Waterline Connector Engineering Services. The project includes design of approximately 10,000 linear feet of new waterline beginning at the intersection of Cone Club Road and NC 61 and connecting back to the Town's system north of the NCRR right of way. Staff recommends approval of the contract.

Attachment: Standard Form of Agreement Between Owner and Engineer for Professional Services

**8. Capital Project Ordinance for NC HWY 61 Waterline Connector Project**– This Capital Project Ordinance is needed to identify and authorize the project, identify the revenue sources for financing it, and make all appropriations necessary to complete the project. An allocation of \$3,140,000 from Guilford County's American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds will provide funding for construction, consultant, and easement and legal expenditures for the Project.

Attachment: Memo, Capital Project Ordinance

**9. Budget Ordinance Amendment #11** – This budget ordinance amendment is needed to create the NC HWY 61 Waterline Connector Capital Project Fund and account for one month distribution of Library State Aid grant to the Gibsonville Public Library.

Attachment: Memo, Budget Ordinance Amendment #11

**11. Closed session** – The board will go into closed session as allowed by NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure.

**BID OFFER**

**Submitted on February 27, 2023**

**FROM:**

**Cappadocia Holiness Church**

**Shiron Bigelow**

**600 Minneola Street**

**Gibsonville, NC 27249**

**336-212-2299**

**To:**

**Town of Gibsonville**

**129 W. Main Street**

**Gibsonville, NC 27249**

**BID: \$200.00**

**DESCRIPTION OF PROPERTY:**

**One 0.268-acre tract consisting of the far west portion of Guilford County Parcel ID 102847, Deed Book 8580, Page 1347, addressed 534 564 Minneola Street, Gibsonville, NC 27249, belonging to the Town of Gibsonville. The parcel is approximately 36' x 272' and abuts Guilford Parcel ID 102848 belonging to Cappadocia Holiness Church.**

**STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

**STATE OF NORTH CAROLINA**

**COUNTY OF GUILFORD**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Town of Gibsonville**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Alley, Williams, Carmen & King, Inc.**, a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "**ENGINEER**").

**WHEREAS**, the OWNER intends to secure engineering services related to the design and permitting and construction of the NC Highway 61 Waterline Connector. The project will include the design of approximately 10,000 lf of new waterline that will start near the intersection of Cone Club Road and Highway 61 and connect back to Town's system north of the NCRR right of way. The intent of the project is to improve fire flows, improve reliability of the water distribution center, and to support future development along NC Highway 61. The water main extension will involve multiple utility conflicts, one stream crossing, paving, purchasing easements from property owners, applying for an encroachment from NCDOT, reconnected water services, and permitting from NCDEQ to design and construct. The proposed 12" water line will be installed inside the public right-of-way and outside of the pavement whenever possible. Due to limited space in the public right-of-way a fair amount of the extension will have to be installed in the pavement or behind the right-of-way line; hereinafter referred to as the **Project**, and

**WHEREAS**, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1. General**

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services and customary surveying services incidental thereto.

**1.2. Final Design, Land Surveying, and Permitting Phase (Phased Lump Sum).**

1.2.1. Create a property owner list for parcels within the project corridor and mail survey/project notification letters to property owners prior to performing field work.

1.2.2. Coordinate with NC One Call for location of underground utilities and marking of utilities. Contact local utility companies to confirm size, location and material type of underground utilities within the project corridor.

1.2.3. Perform a physical survey to provide sufficient data for producing engineering design drawings for the Project.

- 1.2.3.1. Set adequate horizontal and vertical controls for the survey based on North Carolina State Plane Coordinates (NAD 83) and vertical control based on NAVD 88.
  - 1.2.3.2. Provide temporary benchmarks or control points at the beginning and end of the project and throughout the project as deemed necessary by the Engineer.
  - 1.2.3.3. Survey corridor limits are anticipated to be minimal and involve sanitary sewer manhole locations and inverts, water valves, hydrants, storm drain, and outstanding topographical structures that may impact access to the sewer main for rehabilitation.
  - 1.2.4. An overall drawing of existing water and sewer mains and other existing utilities in vicinity of existing water mains within corridor limits will be prepared using GIS data provided by the County and or Owner. GIS parcel data will also be shown on overall map.
  - 1.2.5. Existing survey data from previous Town projects may be utilized during surveying.
  - 1.2.6. Prepare preliminary alignment and design and review with Owner.
  - 1.2.7. Prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter call "Drawings") and specifications.
  - 1.2.8. Prepare Bid Documents and Specifications based on Final Design Drawings. Incorporate Town and other appropriate requirements including but not limited to advertisement, instructions to bidders, insurance, safety information, form of contract, bonds, general conditions, supplemental general conditions and other typical documents furnished by the Owner.
  - 1.2.9. Review all Preliminary and Final Design Documents with Owner at a minimum of 50% complete (Preliminary), and 90% complete (Final) stages of the documents.
  - 1.2.10. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
  - 1.2.11. Prepare for review and approval by OWNER, its legal counsel, and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
  - 1.2.12. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
  - 1.2.13. ENGINEER is to prepare an estimate of probable cost for the project at 50% of design and at final stages of the final design documents.
  - 1.2.14. Consult with Owner regarding required permits. This may include NCDOT Encroachment Agreement, NC DEQ Erosion Control Permit, and NC Public Water Supply Section Water Permitting.
- 1.3. Easement Mapping (Hourly, Budgeted).**

- 1.3.1. Permanent easements may be required for water lines that extend beyond existing right of ways. Easement Maps will be prepared on 18"x24" drawings depicting permanent and temporary easements including access easements necessary for the project. Maps will provide sufficient information for preparation of deeds by outside legal counsel. Easement Maps will be provided as alignment design progresses and in advance of completion of Final Design Drawings and or Bid Documents.
- 1.3.2. Easement Maps will be reviewed with Town Staff and Engineer will assist Owner with acquisition of easements on an as-needed basis determined by Owner's representative. Engineer, with OWNER's assistance, will coordinate meetings with property owners and will attend and discuss project with property owners.
- 1.3.3. Additional legal assistance may be provided to the Town by an outside legal counsel for easement procurement and recording. ENGINEER will coordinate legal counsel with Town staff. Outside legal services will be invoiced through ENGINEER based upon pre-approved Owner cost agreement.

## **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

### **2.1 Services Requiring Authorization in Advance.**

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.5., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

#### **2.1. Bidding (Hourly, Budgeted).**

- 2.1.1. ENGINEER and OWNER are to agree to a cost estimate for these services prior to any services being provided.
- 2.1.2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 2.1.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.1.4. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.1.5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.1.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

**2.2. Construction Administration Phase (Hourly, Budgeted).**

- 2.2.1. ENGINEER and OWNER are to agree to a cost estimate for these services prior to any services being provided.
- 2.2.2. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.2.3. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.
- 2.2.3.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
- 2.2.3.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.
- 2.2.3.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.
- 2.2.4. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.2.5. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 2.2.6. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only

for conformance with the design concept, reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

- 2.2.7. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.
- 2.2.8. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)
- 2.2.9. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 2.2.10. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
- 2.2.10.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.10.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may



not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

- 2.2.11. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.
- 2.2.12. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed within this contract.
- 2.2.13. Record Drawings. ENGINEER shall prepare Record Drawings and appropriate certifications and furnish such to Owner during the closeout of the project.
- 2.2.14. Provide assistance in the closing of any financial or related transaction for the Project.
- 2.2.15. Provide assistance in connection with the refining and adjusting of any equipment or system.
- 2.2.16. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 2.2.17. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.2.18. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.
- 2.2.19. Construction Staking. Engineer shall provide construction staking. (Staking may be included in the construction contract as a lump sum item at the time of bidding).

### **2.3. Additional Services of Engineer**

- 2.3.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project

- of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.3.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
  - 2.3.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
  - 2.3.4. This project is intended to be partially/wholly funded by the American Rescue Plan (ARP). The entirety of the requirements of compliance with the American Rescue Plan are unknown at this time. Engineer is to track ARP compliance tasks and is eligible for reimbursement on an hourly basis for ARP compliance tasks. ARP funding may come from Guilford County, the State of North Carolina, or other sources. This is a budgeted task of \$5,000.
  - 2.3.5. Providing renderings or models for OWNER's use.
  - 2.3.6. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
  - 2.3.7. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
  - 2.3.8. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
  - 2.3.9. Services during out-of-town travel required of ENGINEER other than visits to the site, OWNER's office, or meetings with state agencies as required by Section 1.
  - 2.3.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for elsewhere within contract.
  - 2.3.11. Preparation of operating, maintenance and staffing manuals.
  - 2.3.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.

2.3.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

#### **2.4. Required Additional Services.**

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.3 extended and inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.4.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.4.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.4.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.4.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.4.5. Services (other than Basic Services described above) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.4.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.
- 2.4.7. Services assisting the Owner with additional Funding Applications not previously included.

### **SECTION 3 – OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project
- 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.
- 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 – PERIODS OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for

- a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.
- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Final design Phase; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
  - 4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
  - 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This shall only be done with prior written permission and agreement on cost for these services. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s)' (except as may otherwise be required to complete the services as required within the contract).
  - 4.5. The Construction Administration Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof and will terminate upon written recommendation by Engineer of final payment on the last prime contract to be completed. This shall only be done with prior written permission and agreement on cost for these services. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
  - 4.6. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
  - 4.7. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for elsewhere in this contract) after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
  - 4.8. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

## **SECTION 5 – PAYMENTS TO THE ENGINEER**

- 5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services of Engineer under this agreement, payment will be made on a lump sum basis or on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto for work rendered in accordance with the appropriately labeled section. Summarized below is the total budget for Engineering Fees estimated under this agreement:

Summary of Payments			
Section		Fee Type	Fee
1.2	Design Services	Lump Sum	\$200,000.00
1.3	Easement Preparation	Budgeted - Hourly	\$ 25,000.00
2.1	Bidding Assistance	Budgeted - Hourly	\$ 5,000.00
2.2	Construction Administration	Budgeted - Hourly	\$150,000.00
2.2.13	Record Drawings and Certifications	Budgeted - Hourly	\$ 10,000.00
2.3.4	ARP Compliance	Budgeted - Hourly	\$ 5,000.00
5.1.4	Reimbursable Expenses	Budgeted	\$ 5,000.00
<b>Total Budget for Engineering Fees</b>			<b>\$400,000.00</b>

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.

5.1.3. ENGINEER will be compensated for work performed as defined by subconsultants at subconsultant fee plus ten percent (10%).

5.1.4. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.4. Definitions.
  - 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
  - 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

## **SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST**

- 6.1 Construction Cost.
  - 6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.
- 6.2. Opinions of Cost.
  - 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.

- 6.2.2. if a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:
- 6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

## SECTION 7 - OTHER

- 7.1 Termination
- 7.1.1. The obligation to provide further services under this Agreement may be terminated:
- 7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or
- 7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.
- 7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.
- 7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 7.1.1.6. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.
- 7.1.2. The terminating party under paragraphs 7.1.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
- 7.2.1. Workers Compensation Insurance shall be maintained as required by applicable law. General and Automobile Liability limits shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.



- 7.2.2. Professional Liability limits shall be at least \$2,000,000 per claim and \$2,000,000 annual aggregate.
- 7.3. ENGINEER shall at all times remain an "Independent Contractor" with respect to the services to be performed be performed under this Agreement. The OWNER shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance since the ENGINEER is an "Independent Contractor".
- 7.4. ENGINEER affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement.
- 7.5. Controlling Law.
  - 7.5.1. This agreement is to be governed by the law of the STATE OF NORTH CAROLINA.
- 7.6. Successors and Assigns.
  - 7.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted elsewhere within the contract the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
  - 7.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  - 7.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.7. Disputes.
  - 7.7.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice unless alternative resolution procedures are mutually agreed to between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

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Ben Baxley  
Town Manager

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Josh Johnson,  
Vice President, Head of Engineering

WITNESS:

WITNESS:

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Gina Griffeth, Town Clerk

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Troy King,  
Corporate Secretary

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

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Chad Coble, Finance Director

# Memo

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

**From:** Ben Baxley, <sup>BB</sup> Town Manager

**Date:** 4/14/2023

**Re:** Capital Project Ordinance for NC Highway 61 Waterline Connector Project

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The NC Highway 61 Waterline Connector Project will occur over multiple years and the appropriate way to budget for said project is through a capital project ordinance. A capital project ordinance identifies and authorizes the project, identifies the revenue sources for financing it, and makes all appropriations necessary to complete the project. A capital project ordinance need not be readopted in subsequent fiscal years; it has a project life rather than an annual life. A capital project ordinance is balanced for the life of the project rather than a fiscal year and may be amended at any time as long as it remains balanced.

Included is a Capital Project Ordinance for the NC Highway 61 Waterline Connector Project that identifies the revenues and expenditures required to start the project. An allocation of \$3,140,000 from Guilford County's American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds will provide funding for construction, consultant (Professional Service), and easement and legal expenditures for the Project.

**CAPITAL PROJECT ORDINANCE  
NC HIGHWAY 61 WATERLINE CONNECTOR PROJECT**

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

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

<u>Guilford County ARPA/CSLFRF Awarded</u>	\$3,140,000
Total Revenues	\$3,140,000

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

Construction	\$2,640,000
Consultant (Professional Service)	\$400,000
<u>Easement and Legal</u>	\$100,000
Total Expenditures	\$3,140,000

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

This the 17<sup>th</sup> day of April, 2023.

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Leonard Williams, Mayor

ATTEST:

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Gina Griffeth, Town Clerk

# Memo

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

**From:** Ben Baxley, Town Manager

**Date:** 4/14/2023

**Re:** FY 2023 Budget Ordinance Amendment #11

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The attached FY 2023 Budget Ordinance Amendment #11 is needed to create the NC Highway 61 Waterline Connector Capital Project Fund and account for one month distribution of Library State Aid grant to the Gibsonville Public Library. Below is a list of the amendments with explanations.

General Fund Revenues

- Increase of \$611 in Library State Aid Grant line item to account for one month distribution of Library State Aid grant to the Gibsonville Public Library

General Fund Expenditures

- Increase of \$611 in Library line item to account for one month distribution of Library State Aid

NC Highway 61 Waterline Connector Capital Project Fund Revenues

- Increase of \$3,140,000 in NC Highway 61 Waterline Connector Capital Project Fund Anticipated Revenues line item to create said Fund by accounting for Guilford County's allocation of American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to the Town of Gibsonville

NC Highway 61 Waterline Connector Capital Project Fund Expenditures

- Increase of \$3,140,000 in NC Highway 61 Waterline Connector Capital Project Fund Authorized Expenditures line item to fund said capital project

The amendments increase the General Fund budget by \$611 and the NC Highway 61 Waterline Connector Capital Project Fund by \$3,140,000.

**TOWN OF GIBSONVILLE, NORTH CAROLINA**  
**FY 2023 BUDGET ORDINANCE AMENDMENT #11**

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 17th day of April, 2023 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

**SECTION I. GENERAL FUND**

<b>Anticipated Revenues</b>	<b>FY 2023</b>	<b>Amendment</b>	<b>FY 2023</b>
	<u><b>Current Budget</b></u>	<u><b>Increase/Decrease</b></u>	<u><b>Revised Budget</b></u>
Taxes, Current Year	3,961,279	-	3,961,279
Taxes, Prior Years	31,150	-	31,150
Motor Vehicle Tax	440,000	-	440,000
Cemetery	16,000	-	16,000
Recreation	80,000	-	80,000
Sanitation Service Charge	474,222	-	474,222
Interest on Investments	23,000	-	23,000
Fire District Tax (Guilford)	15,716	-	15,716
Library	4,000	-	4,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	5,000	-	5,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	18,000	-	18,000
Brush/White Goods Pickup Fees	4,000	-	4,000
Miscellaneous	123,537	-	123,537
GHA	2,340	-	2,340
Stormwater Fee	66,000	-	66,000
Solid Waste Disposal Tax	5,500	-	5,500
Intangible: Sales Tax (Alamance Co.)	1,351,360	-	1,351,360
Intangible: Sales Tax (Guilford Co.)	713,028	-	713,028
Utility Franchise	420,000	-	420,000
Beer & Wine	29,421	-	29,421
<i>Library State Aid Grant</i>	5,164	<b>611</b>	5,775
Powell Bill Funds	255,823	-	255,823
Insurance Proceeds	49,556	-	49,556
Loan Proceeds	1,110,000	-	1,110,000
Fund Balance (General Fund) Appropriation	2,139,750	-	2,139,750
<b>Total Anticipated Revenues</b>	<u><b>11,402,046</b></u>	<u><b>611</b></u>	<u><b>11,402,657</b></u>

**Authorized Expenditures**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	88,337	-	88,337
Administration	1,689,717	-	1,689,717
Police	3,013,530	-	3,013,530
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
Library	389,081	611	389,692
Cemetery	23,500	-	23,500
Contingency	40,000	-	40,000
Transfer to Public Library CPF	450,000	-	450,000
<b>Total Authorized Expenditures</b>	<b>11,402,046</b>	<b>611</b>	<b>11,402,657</b>
	<u>0</u>	<u>0</u>	<u>0</u>

**SECTION II. WATER & SEWER**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<b>Anticipated W&amp;S Revenues</b>			
<b><u>Water Revenues</u></b>			
Water Service Fees	1,001,400	-	1,001,400
Tapping Fees	10,000	-	10,000
Meter Setting	20,000	-	20,000
Reconnection Fees	42,000	-	42,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	2,993,623	-	2,993,623
<b>Total Anticipated Water Revenues</b>	<b>4,079,023</b>	<b>-</b>	<b>4,079,023</b>
<b><u>Sewer Revenues</u></b>			
Sewer Service Fees	2,172,000	-	2,172,000
Tapping Fees	10,000	-	10,000
Meter Setting	20,000	-	20,000
Reconnection Fees	42,000	-	42,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	256,753	-	256,753
Transfer from Sewer Rehab CPF	370,056	-	370,056
<b>Total Anticipated Sewer Revenues</b>	<b>2,882,809</b>	<b>-</b>	<b>2,882,809</b>
<b>Total Anticipated W&amp;S Revenues</b>	<b>6,961,832</b>	<b>-</b>	<b>6,961,832</b>
<b>Authorized W&amp;S Expenditures</b>			
<b><u>Water Expenditures</u></b>			
Water Expenditures	1,146,560	-	1,146,560
Transfer To Hwy 61 N. Waterline CPF	2,932,463	-	2,932,463
<b><u>Sewer Expenditures</u></b>			
Sewer Expenditures	2,882,809	-	2,882,809
<b>Total Authorized Expenditures</b>	<b>6,961,832</b>	<b>-</b>	<b>6,961,832</b>

**SECTION III. PERPETUAL CARE FUND**

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

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

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

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

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

**SECTION VI. NC HIGHWAY 61 WATERLINE CONNECTOR CAPITAL PROJECT FUND**

<i>Anticipated Revenues</i>	-	<b>3,140,000</b>	<b>3,140,000</b>
<i>Authorized Expenditures</i>	-	<b>3,140,000</b>	<b>3,140,000</b>

**SECTION VII. 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 VIII.**

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

**SECTION IX. 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 X. 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 XI. 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 17th day of April, 2023.**

**Attest:**

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

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