

Agenda
Board of Aldermen
Town of Gibsonville

August 21, 2023
Regular Meeting

Town Hall
7:00 pm

1. Public Comments
2. Carolyn Johnson – Water bill concern
3. Approval of agenda
4. Approval of minutes
5. Prav Karandikar – Toasty Kettlyst
6. Public hearing – Code of Ordinances Chapter 25 Amendment
7. Set public hearing - Annexation Petition – Alamance County Parcel 110110
8. Set public hearing – Rezoning Request – Alamance County Parcel 110110
9. Contracts – Gibsonville Elevated Water Tank - Hazen / Black & Veatch
10. Water Tank Capital Project Ordinance
11. Budget Ordinance Amendment #2
12. Reports
 - a. Town Manager
 - b. Mayor
 - c. Board Members

Addendum

5. Prav Karandikar – Toasty Kettlyst – Prav Karandikar, owner of the Toasty Kettlyst Brewery, will talk to the board about holding a ToastOberfest downtown on October 7th from 3-7pm.

Attachment: Proposed ToastOberfest Plan

6. Public hearing - Code of Ordinances Chapter 25 Amendment – This public hearing is to consider amending the code of ordinances, Chapter 25 Streets and Sidewalks, Article VI. Driveways. This amendment would remove the following language: “When an application is made, the public works director will advise on the size of pipe needed, and, if the property owner provides or causes the required pipe to be furnished at the owner’s expense, the town will install same without charge. No pipe, except corrugated metal pipe or reinforced concrete pipe shall be permitted to be installed.”

Attachment: Ordinance to Amend Chapter 25 of the Town of Gibsonville Code of Ordinances

7. Set public hearing – Annexation petition - Alamance County Parcel 110110 – Property owners Charles Neill and Ann Neill Hager have submitted a petition requesting annexation. The property is Alamance County Parcel 110110 consisting of approximately 17.8 acres. The clerk has certified the sufficiency of the petition. The board will need to set a public hearing for Tuesday, September 5th at 7pm.

Attachment: Certificate of Sufficiency

8. Set public hearing – Rezoning Request – Alamance County Parcel 110110 – Property owners Charles Neill and Ann Neill Hager have requested to rezone Alamance County Parcel 110110 consisting of approximately 17.8 acres from PUD to RM-8. The purpose of the rezoning is to allow for construction of townhomes. The Planning Board considered this item at their August 17th meeting and voted 3-1 to approve the rezoning. The board will need to set a public hearing for Tuesday, September 5th at 7pm.

9. Contracts – Gibsonville Elevated Water Tank – The Gibsonville Elevated Water Tank is a design-bid-build project consisting of design and construction for a new 0.5 million-gallon elevated water storage tank for installation in the Town’s distribution system. Two contracts will need board approval for this project. The first is through Hazen and Sawyer for hydraulic modeling of the water system. The second is the design and build through Black & Veatch International Company.

Attachment: Hazen and Sawyer / Black & Veatch Proposal Agreements

10. Water Tank Capital Project Ordinance – This capital project ordinance is needed to identify the revenues and expenditures required to start the Water Tank Project. An allocation of \$2,800,000 from Guilford County’s American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds and \$500,000 from a State Fiscal Recovery Fund Grant will provide funding for construction, consultant (Professional Service), and easement and legal expenditures for the Project.

Attachment: Memo, Capital Project Ordinance

11. Budget Ordinance Amendment #2 – This budget ordinance amendment is needed to account for library grants, additional use fees for a senior trip, a contribution from Gibsonville ABC to the Police Department, and two months distribution of state aid for the library.

Attachment: Memo, Budget Ordinance Amendment #2

TOASTY KETTLYST BEER COMPANY

Gibsonville, NC

Objective – ToastOberfest, Saturday October 7th, 2023

Toasty Kettlyst Beer Company would like to propose a festival in fall on October 7th, 2023 to celebrate Oktoberfest in downtown Gibsonville. This festival is in partnership with downtown Gibsonville businesses where we jointly promote local and partner with local.

Proposed plan

We would like to block Lewis Street from the one way point down from Main street. With the assistance of downtown Gibsonville’s Police Department and Public Works, we would like to have a fixed perimeter of one way in and one way out.

The goal would be to have an afternoon/evening of fun promoting local businesses. The plan would be to have live music, tents along either side of Lewis street where vendors i.e. local businesses in downtown Gibsonville can sell their products and Toasty Kettlyst Beer Company would sell beer in the enclosed perimeter.

Layout



Tx – Vendor Tents

Schedule

Day & Date: Saturday, October 7th, 2023

Duration: From 4-8pm

Activities :

- Live music – Promoting local, downtown Gibsonville’s Past Tymes, a 60’s and 70’s band.
- Vendors selling arts, crafts etc.; Games (Corn hole, Jenga etc.) for all age groups
- Food vendors – local businesses setting up pop ups for food

Requesting Town assistance:

Police Department

- 2 Officers – We would like the assistance of two officers to help us out with event oversight the day of the event

Public Works

We would very much appreciate public works in helping us out with

- Fencing the street from Lewis and Main, Lewis and Wade's Jeweler's
- Block off entry on the side walk as this will be a ticketed event
- Block off entry by the open parking lot where Dan Rice's property is located
- Block off entry at the one way sign where Eugene and Lewis street meet
- Trash bins at 3 to 4 locations inside the fenced area on Lewis Street
- Porta Potty placement near the venue

Please note, this will be an exclusive ticketed event, hence we want to block off entry points. We will have volunteers manning the fenced area. If possible, we would also like to have large vehicles parked across these open access points so that visibility to the venue is limited.

We expect setup of vendors and band to begin 2 hours before the start of the event, 2pm onwards. As such, the road closure on Lewis Street would be from 2-9pm, which gives vendors 1 hour after the event for breakdown and clean up.

Participating vendors

Confirmed vendors:

- Toasty Kettlyst Beer Company
- Just For You
- Ines Bakery
- Reno's
- Smidgen

Tentative vendors:

- All She Wrote Notes
- Gilded bean
- Others

**AN ORDINANCE TO AMEND CHAPTER 25 OF THE
TOWN OF GIBSONVILLE CODE OF ORDINANCES**

WHEREAS, in Chapter 25 Street and Sidewalks. Article VI “Driveways” of the Code of Ordinances, the Board of Aldermen desires to specify that the town does not provide installation of driveway pipe.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE:

The following amendments to Chapter 25 Article VI Driveways of the Gibsonville Code of Ordinances are hereby adopted:

Section 25-32 – Installation of pipe in driveway. That Section 25-32(b) is hereby amended to read as follows:

~~“When an application is made, the public works director will advise on the size of pipe needed, and, if the property owner provides or causes the required pipe to be furnished at the owner’s expense, the town will install same without charge. No pipe, except corrugated metal pipe or reinforced concrete pipe shall be permitted to be installed.”~~

That all ordinances or parts of ordinances inconsistent or in conflict with this ordinance as amended are hereby repealed.

That this ordinance shall take effect upon passage.

This the 21st day of August 2023

ATTEST:

BY:

CLERK

MAYOR

CERTIFICATE OF SUFFICIENCY

To the Board of Aldermen of the Town of Gibsonville, North Carolina:

I, Gina M. Griffeth, Town of Gibsonville Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Gibsonville primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

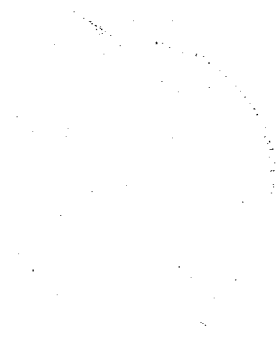
Alamance County Parcel #110110

17.8 acres

Alamance County Register of Deeds Book 3661, Page 249

Owned by Charles Neill & Ann Neill Hager

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Gibsonville, this 15th day of August, 2023.


Gina M. Griffeth
Town of Gibsonville Clerk



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27408 • 336.292.7490

July 14, 2023

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

Re: Proposal for Hydraulic Modeling of New Elevated Tank

Dear Mr. Baxley:

Hazen is pleased to submit this proposal for hydraulic modeling of water system improvements related to a new elevated tank. This project will provide information for locating the tank and a pump station to supply a new boosted pressure zone, as well as related boundary valves and control valves.

Background Information

In 2018, Hazen updated and calibrated a hydraulic model of Gibsonville's water system for a project that mapped available fire flows. The Gibsonville model is part of a larger model that includes the Burlington system that supplies Gibsonville through several master meters. This model accurately predicts flows, pressures, tank performance and water age for existing operation or any other conditions of interest.

In 2020, Hazen used the Gibsonville model to support a water system master plan by Alley, Williams, Carmen and King (AWCK). The master plan investigated several conceptual alternatives for improving fire protection, including new transmission mains and additional storage.

The model was updated during a 2021 fire flow mapping project.

An on-call testing and modeling project in 2022 checked fire flows in the western part of Gibsonville near a new Burlington master meter on NC 61 north of US 70.

In early 2023, Hazen provided testing and modeling to plan improvements for fire protection in the Edinborough North development for Evans Engineering.

The proposed project will use the existing hydraulic model to provide more detailed information related to the new elevated tank the Town is planning, including coordination with the design firm, Black and Veatch. Planning for the new tank will be integrated with a new boosted pressure zone the Town is planning to ensure adequate pressures and fire protection in growth areas in the northwest.

Scope of Work

1. **Update pipes in the existing model.** This task includes checking the model to ensure it includes all recently installed or designed transmission mains along their currently planned routes, as shown on maps to be provided by AWCK. This includes:
 - 12-inch main connecting Apple Street to Church Street
 - 12-inch pipe along NC 61 and County Farm Road to Howerton Road
 - 12-inch pipe extending west from NC 61 in the Edinborough South development
 - 12-inch pipe in NC 61 from US 70 to Carmon Road.
2. **Update future demands in the model.** Hazen will update the future demands in the model using information to be provided by AWCK, including the distribution of new demands with respect to the boundary between the existing pressure zone and the proposed boosted pressure zone. The demand update also will include obtaining Burlington operating records showing tank levels and diurnal flow patterns for water purchased by the City of Greensboro from the City of Burlington on US 70 west of the new Gibsonville master meter.
3. **Compare tank performance at three viable sites.** Modeling will investigate the advantages and disadvantages of locating the new tank at three site alternatives to be designated by the Town Engineer, including one site in the Edinborough North development, a second site within the proposed boosted pressure zone and one site in the main pressure zone. Results will include the predicted water age in the tank for each site and the recommended overflow elevation, with consideration given to possibly matching the overflow elevation of Greensboro's reduced pressure zone.
4. **Investigate operation of the proposed boosted pressure zone.** This task will include developing recommendations for the general location of the pump station that will supply the boosted pressure zone, considering a site on NC 61 north of US 70 and an alternative site on Church Street. Modeling will also investigate fire flows on both sides of the boundary between the existing pressure zone and the new boosted pressure zone, as well as the operation of control valves along the boundary. The project will NOT include detailed design of the pumps, pump station or control valves for the boosted pressure zone.
5. **Present preliminary results.** Hazen will prepare presentations that explain preliminary modeling results for review by town staff, AWCK and Black and Veatch. Results will include charts showing pressures at key locations and velocities in proposed pipes, including the connection to the elevated tank. Preliminary recommendations will include the preferred tank and pump station sites, the recommended boundary between pressure zones, conceptual operation of control valves and the advisability of abandoning the two existing tanks, considering the possibility of over-pressurizing old pipes. Review comments will be reflected in a revised PowerPoint presentation delivered to the town.
6. **Prepare technical memos summarizing results.** Hazen will prepare a final technical memo summarizing the entire project, including prioritized recommendations and maps.

Proposed Fee

- We propose billing by the hour at the following rates:
- \$80 per hour for Technical Editors and Administrators
- \$120 per hour for Assistant Engineer I
- \$135 per hour for Assistant Engineer II
- \$160 per hour for Principal Engineers
- \$170 per hour for Senior Principal Engineers and Senior Field Coordinators
- \$200 per hour for Associates
- \$240 per hour for Senior Associates
- \$265 per hour for Associate Vice Presidents
- \$290 per hour for Vice Presidents

These hourly rates will remain in effect until June 30, 2024.

The total fee will not exceed FORTY EIGHT THOUSAND DOLLARS (\$48,000.00) without further authorization. We will bill monthly for the time spent on the project in the previous month.

Schedule

We will begin this project within 30 days of authorization to proceed, present preliminary results by September 30, 2023, and final results by October 31, 2023.

Please call if you have any questions about our proposal. We look forward to working with you again.

Respectfully,

HAZEN AND SAWYER, P.C.



Aaron Babson, PE
Associate Vice President

Accepted by: _____
(Signature)

Date: _____

PROFESSIONAL DESIGN SERVICES
ATTACHMENT A – SCOPE OF SERVICES

Owner: Town of Gibsonville (NC)
Engineer: Black & Veatch International Company
Project: Gibsonville Elevated Water Tank

The Gibsonville Elevated Water Tank is a design-bid-build project consisting of design and construction for a new 0.5 million-gallon elevated water storage tank for installation in the Owner's distribution system. The Owner has identified potential locations for the tank site and final site will be determined early in the Project. The Project also consists of designing pipelines (restricted to the new tank site only) connecting the new tank to the Owner's distribution system, as well as pertinent appurtenances to support operation of the new tank.

The Scope of Services, as described herein, provides Design Phase Services, Permitting, and Bid Phase Services for bidding one construction contract. Construction Phase Services shall be provided through Amendment to this contract. The engineering services include preliminary reports, field surveys, design and construction documents, and bid and pre-award services. These services are further defined in specific phases of the work that follow.

Phase 1.0 Project Management and Administration

- A. Provide administration and management of project, including monitoring budget and schedule, developing drafting standards, and developing and overseeing quality assurance and quality control plan. Review ongoing activities. Review progress with Owner. Discuss issues with the Owner as they are noted.
- B. Provide project management to coordinate activities of the project team and to provide overall Project direction to meet Owner's objectives. Coordinate communication with Owner.
- C. Coordinate the work of required sub-consultants.
- D. Prepare monthly invoices for Engineer's services.
- E. Maintain a project filing system throughout the life of the project to use for storage and retrieval of Project documents. Project filing system will be through a SharePoint site established for the project which will allow access by key Owner staff.
- F. Update Owner Project Manager on Project Trend Reports.

G. Support and assist the Owner regarding grant administration and ARPA compliance assistance. This includes meeting attendance and completing application packages as necessary.

H. Meetings

1. Project Initiation – Conduct a project initiation meeting to clarify Owner's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule.
2. Progress Review – Participate in monthly meetings with the Owner to review progress and exchange ideas and information.
3. Status Review - Conduct a monthly status review meeting with the Owner to discuss status of work, any project issues, and provide a schedule update.
4. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.

Phase 2.0 Coordination with Hydraulic Model & Final Site Selection

- A. Review existing information previously completed by the Owner and/or other consultant regarding the potential tank sites and the project, including hydraulic modeling, waterline drawings of new pipeline to the tank site for tank pipeline connection, environmental reports and permits, and access agreements. These Owner provided studies and documents are needed early during the Project, so progress and schedule are not delayed.
- B. Hydraulic Modeling. Coordination and completion of hydraulic modeling are not included within this scope as this is to be completed by Owner and/or other consultant. This scope only includes review of the hydraulic modeling data provided by the Owner in order to confirm key tank design elements (Final TM provided by Owner and/or other consultant for Engineer review), including:
 - Volume/capacity.
 - Tank overflow elevation.
 - Tank head range.
 - Connecting pipeline and riser pipeline sizing requirements.
 - Confirmation of control strategy
- C. Coordination Meeting. Conduct a coordination meeting between the Owner, Owner's Advisor, and the Owner's Hydraulic Modeler (other consultant). The purpose of the meeting is to ensure all parties are within agreement regarding final tank site and final design parameters regarding tank hydraulics.

- D. In conjunction with Owner, finalize tank site and design parameters which will be included within the Basis of Design Memorandum (BDM) as noted within the next Phase. Base contract assumes minimal involvement from Engineer for final site selection. Contingency allowance can be used if additional property acquisition services are required.

Phase 3.0 Preliminary Design and Basis of Design Memo (BDM)

- A. Review existing information of the selected tank site (property boundary surveys, etc.).
- B. Site visits and field reconnaissance, as necessary.
- C. Surveying. Provide, as a subcontract, the services of a qualified surveyor to provide:
 - a. Site survey for a 1.5 acre tank site, including topographical survey, boundary survey verification, existing utilities, and existing surficial features.
 - i. Control survey.
 - ii. Topographic survey, assume 15' outside of determined site boundary.
 - iii. Level loop survey.
 - iv. Survey wetland delineation, as appropriate.
 - v. Survey geotechnical borings.
 - vi. Survey locations of completed SUE.
 - vii. Survey existing utilities.
 - b. Existing utility verification, including Level B subsurface utility exploration (SUE).
 - c. Site plan verification as needed, mobilizing crews to verify/validate proposed site changes.
 - d. An allowance for additional surveying work has been included due to unknown conditions, such as the potential need for Level A SUE test holes, traffic control for obtaining the Level A SUE test holes, tree location survey and a landscape architectural site plan. Work for these items is included within the contingency amount and will not be included unless written consent is provided by the Owner.
- D. Geotechnical. Provide, as a subcontract, the services of a qualified geotechnical engineer to provide:
 - a. Geotechnical services and reports to assess geology and presence of rock and ground water at the final tank site.
 - b. Geotechnical engineering services including exploratory work, laboratory and field testing, professional guidance and a geotechnical report by a qualified geotechnical firm interpreting the data on the exploratory work

- and testing.
- c. It is assumed that no more than four (4) boring locations will be required at the tank site. The borings will provide rock quality designation, compressive strength and excavatability, as well as set the basis for the geotechnical report.
 - d. An allowance for additional geotechnical work has been included due to unknown conditions, such as the potential need for deep borings (deeper than 50'), rock coring, and testing of the rock cores. Work for these items is included within the contingency amount and will not be included unless written consent is provided by the Owner.
- E. Environmental. Since the exact scope is currently undefined as the exact tank site has not been selected, an environmental allowance of \$30,000 has been included which can be adjusted by the Owner as a supplementary service.
- F. Use existing, available information, including previously generated life-cycle analyses, to aid Owner in selecting final tank style (composite, multi-column steel tank, etc.) for this Project.
- G. Evaluate the feasibility and/or benefit of installing check valve type static mixers within the tank. Engineer to coordinate with manufacturer(s) to obtain estimated equipment costs and CFD analysis (manufacturer completes).
- H. Develop a preliminary site plan.
- I. Cellular Support During Design – During design, the Owner may desire for the Engineer to assist in communications and correspondence with communication companies regarding using the tank to install their antenna.
- J. Develop P&IDs of tank sites and determine concept for the integrating the new tanks into system SCADA.
- K. Evaluate and determine minimum electrical requirements at the site, with preliminary design components.
- L. Determine preliminary preferred coatings for the tank and set minimum requirements for the coating systems.
- M. Set minimum structural design requirements for tank design and site elements.
- N. Provide a list of anticipated technical specifications to be used for the construction contract documents.
- O. Prepare a conceptual Opinion of Probable Construction Cost (OPCC).
- P. Establish and document permitting requirements by providing a list of the number and types of permits and approvals necessary for the construction of this Project.

- Q. Engineer will coordinate with local building code, planning, and zoning department to determine permitting requirements (such as potential requirements for landscape improvements, etc.) and include a statement regarding requirements within the BDM.
- R. Deliver to Owner a Draft BDM for review, which shall entail conceptual design components described herein and will include additional technical memos as appropriate. Draft submittal will be electronic only.
- S. Conduct a project review workshop with the Owner to review items within the Draft BDM and accept Owner comments. Prepare and distribute minutes for the review meeting.
- T. Deliver to Owner a Final BDM which will be revised based on Owner feedback and will become the document which the design documents are created. Engineer will provide three (3) hard copies Final BDM reports to the Owner.

Phase 4.0 Level 1.5 (50%) Design Documents

Construction contract documents shall be prepared for selection of private construction contractors on a competitive bid basis.

- A. Obtain and review Owner-furnished front-end documents, general conditions, special conditions, standard specifications, and standard details.
- B. In conjunction with Owner, make initial contacts to permitting agencies indicated as required in the BDM. Set up meetings to establish project parameters with the permitting agencies.
- C. The following are anticipated to be provided as part of Level 1.5 documents:
 - a. Tank schematic, with elevations as indicated in the BDM
 - b. P&ID drawings, updated from BDM
 - c. Preliminary power and lighting plans
 - d. Preliminary electrical fixture schedules
 - e. Updated site plan
 - f. Updated grading plan
 - g. General site arrangements and yard piping drawings
 - h. Preliminary pipeline profiles
 - i. Altitude/Control valve (if desired/required) preliminary design
 - j. Instrumentation input and output lists
 - k. Instrumentation device schedules
 - l. Geotechnical investigation report
 - m. Valve list

- n. Technical specification as appropriate, specifically including key project materials and equipment
 - o. Opinion of probable construction cost update
- D. Provide an electronic set of drawings and specifications to Owner for review.
- E. Conduct a meeting with the Owner to receive and discuss Owner's review comments.

Phase 5.0 Level 3.0 (90%) Design Documents

- A. Revise documents as necessary to reflect decisions made from the Level 1.5 design review meeting.
- B. Meet with Owner to review and finalize stipulations for the front-end documents.
- C. Finalize conversations with permitting agencies in preparations for making final submissions for project approval. No meetings anticipated.
- D. The following are anticipated to be provided as part of Level 3.0 documents:
- a. Final review set of drawings.
 - b. Final review set of specifications and construction contract documents.
 - c. Opinion of probable construction cost update.
- E. Provide an electronic set of drawings and specifications to Owner for review.
- F. Conduct a meeting with the Owner to receive and discuss Owner's review comments.

Phase 6.0 Permitting

- A. Assist Owner in obtaining permits and approvals from the federal, state, and local agencies indicated in the BDM.
- B. Owner shall reimburse Engineer for permit fees paid.
- C. Engineer shall prepare deliverable packages as required by each individual permitting entity.

Phase 7.0 Level 4.0 (100%) Design Documents

- A. Revise documents as necessary to reflect decisions made from the Level 3.0 design review meeting.
- B. Meet with Owner to review and finalize critical front-end document final

revisions.

- C. Coordinate with Owner to set dates for Advertisement, Pre-Bid Meeting, and Bid Opening.
- D. Revise documents as required by comments from permitting agencies.

Phase 8.0 Bid and Pre-Award Services

Following completion of Phase 6.0 – Level 4.0 Design Documents and authorization from Owner, Engineer shall perform the following services related to bidding and award. For the purposes of this scope and budget preparation, it is assumed there will be one (1) bid opening.

- A. Identify potential contractors and suppliers and notify them of the project advertisement.
- B. Assist Owner in advertising for the contract for construction, materials, equipment, and services.
- C. Maintain a record of prospective bidders to whom invitations have been sent.
- D. Attend pre-bid conference, including site visit.
- E. Reproduce and distribute Contract Documents. For purposes of this scope, it is anticipated that a total of three (3) complete contract document sets will be reproduced and distributed.
- F. Receive and process fees for Contract Documents.
- G. Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by Engineer upon Owner's approval. For purposes of this scope, it is assumed that no more than three (3) addenda will be issued.
- H. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
- I. Attend the bid opening.
- J. Prepare certified bid tabulation sheets.
- K. Evaluate bids and prepare recommendation of award.
- L. Assist Owner in contract award process.

Phase 9.0 Construction Phase Services (Future)

Phase 10.0 Supplemental Services

Supplemental services are not in the scope of work for this contract. These services will be performed at Owner's request with compensation adjustments. Supplemental services that Owner might choose to add to the scope of services include, but are not limited to, the following items.

1. General

- a. Safety Assessments
- b. Security Assessments
- c. Hydraulic Modeling
- d. Value Engineering reviews and services.
- e. 3D modeling
- f. Prequalification of contractors or vendors
- g. Additional appearances at public hearings or before special boards.
- h. Special consultants or independent professional associates requested or authorized by Owner.
- i. Assistance with bid protests and rebidding.
- j. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- k. Additions to an engineering report or other document to update or revise original recommendations.
- l. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.

2. Environmental – Environmental services can be provided as part of the Environmental allowance. Environmental services that may exceed the included fee could be items such as:

- a. Submission of USACE verification report for wetlands determination.
- b. Submission for a Nationwide Permit.

- c. Submission of a formal protected species survey to the U.S. Fish and Wildlife Services for concurrence of preliminary findings.
 - d. Cultural resource investigation by an archaeologist.
 - e. Environmental mitigation.
 - f. Additional reports, assessments or regulatory submissions regarding findings from the tank site Environmental Site Assessments.
3. Surveying a tank site in excess of 1.5 acres. Surveying in excess of that included within Phases 1-8 can be completed as part of the additional surveying allowance.
 4. Geotechnical services in excess of that included within the base scope and the additional geotechnical allowance.
 5. Rights of way and property acquisition
 - a. Property acquisition services, including deed and/or easement preparations
 - b. Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
 - c. Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners
 - d. Engineering assistance to Owner in negotiation meetings and condemnation proceedings.
 - e. Field survey to stake permanent and temporary easements.
 6. Permitting
 - a. Additional meetings with local, State, or Federal agencies to discuss the project.
 - b. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - c. Permitting associated with any of the environmental requirements as indicated in Phase 9.0, Section 2.0 indicated herein.
 7. Services During Construction
 8. Changes in the general scope, extent, or character of the project, including, but not limited to:

- a. Changes in size or complexity.
- b. Owner's schedule, design, or character of construction.
- c. Method of financing.
- d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

ATTACHMENT B

Owner: Town of Gibsonville (NC)
Engineer: Black & Veatch International Company
Project: Gibsonville Elevated Water Tank

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer as follows:

- A. As defined in Attachment A of the Contract, the Work performed for Phases 1.0 through 8.0 will be invoiced on a Lump Sum basis with a Not To Exceed amount of \$532,475.00 and as indicated in the below table. Fees associated with the allowances will not be utilized without written consent from the Owner.

Base Lump Sum Fee for Phases 1.0-8.0	\$426,475.00
Property Selection & Purchase Assistance Allowance	\$30,000.00
Environmental Allowance	\$30,000.00
Additional Surveying Allowance	\$24,000.00
Additional Geotechnical Allowance	\$22,000.00

- B. For Phase 9.0 – Construction Phase Services, as defined in Attachment A of the Contract, the Work will be performed as part of a subsequent Project phase.
- C. For Phase 10.0 - Supplemental Services, as defined in Attachment A of the Contract, Engineer will negotiate a written amendment to this Contract prior to beginning work on the supplemental services.

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between Town of Gibsonville, NC (Owner) and Black & Veatch International Company (Engineer);

WITNESSETH:

WHEREAS, Owner intends to intends to secure engineering services related to the design, permitting and construction of a new 0.5 million gallon elevated water storage tank (Project).. The Project will include the design of the new elevated tank, associated piping and valves, electrical and I&C, and other appurtenances associated with an elevated water storage tank;

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 201__.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

- 5.2 Provide Engineer with all specifications necessary for the completion of the Services;
- 5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;
- 5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and
- 5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer

harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Kyle Massey, P.E.
Project Manager
masseyk@bv.com
334-233-6735

Owner: Ben Baxley
Town Manager
bbaxley@gibsonville.net
336-449-4144

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

Town of Gibsonville (NC)

Black & Veatch International Company

OWNER

ENGINEER

By _____

By _____

Printed Name Ben Baxley

Printed Name Mike Osborne

Title Town Manager

Title Associate Vice President

Date _____

Date _____

Memo

To: Mayor Williams and Members of the Board of Aldermen

From: Ben Baxley, Town Manager

Date: 8/17/2023

Re: Capital Project Ordinance for Water Tank Project

The Water Tank 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 Water Tank Project that identifies the revenues and expenditures required to start the project. An allocation of \$2,800,000 from Guilford County's American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds and \$500,000 from a State Fiscal Recovery Fund Grant will provide funding for construction, consultant (Professional Service), and easement and legal expenditures for the Project.

**CAPITAL PROJECT ORDINANCE
WATER TANK 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 Water Tank 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:

Guilford County ARPA/CSLFRF Awarded	\$2,800,000
<u>State Fiscal Recovery Fund Grant</u>	<u>\$500,000</u>
Total Revenues	\$3,300,000

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

Construction	\$2,619,525
Consultant (Professional Service)	\$580,475
<u>Easement and Legal</u>	<u>\$100,000</u>
Total Expenditures	\$3,300,000

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 21st day of August, 2023.

Leonard Williams, Mayor

ATTEST:

Gina Griffeth, Town Clerk

Memo

To: Mayor Williams and Members of the Board of Aldermen

From: Ben Baxley, Town Manager

Date: 8/18/2023

Re: FY 2024 Budget Ordinance Amendment #2

The attached FY 2024 Budget Ordinance Amendment #2 is needed to account for library grants, additional use fees for a senior trip, a contribution from Gibsonville ABC to the Police Department, and two-months distribution of state aid for the library. Below is a list of the amendments with explanations.

General Fund Revenue Fund Revenues

- Increase of \$21,005 in Recreation line item to account for user fees for a senior trip
- Increase of \$40,548 in Miscellaneous line item to account for a Library Services and Technology Act Grant in the amount of \$14,660, contribution from Gibsonville ABC to the Police Department in the amount of \$18,798, account for a Digital Library and Incentives Grant in amount of \$6,000, and two-months distribution of state aid for the library in the amount of \$1,090

General Fund Expenditures

- Increase of \$18,798 in Police line item to account for a contribution from Gibsonville ABC Board to the Police Department
- Increase of \$21,005 in Recreation line item to pay for a senior trip that is funded through user fees
- Increase of \$21,750 in Library line to implement a Library Services and Technology Act Grant in the amount of \$14,660 (Gibsonville Library's LSTA research project in partnership with Faith Baptist Church and the Gibsonville Museum and Historical Society, "Gathering a Community History" – funding will pay the salary of a part-time research assistant, implement a Digital Library and Incentives Grant in the amount of \$6,000 to purchase order laptops for individuals who complete the library's digital literacy classes in the fall, and account for two-months distribution of the state aid for the library in the amount of \$1,090

Water Tank Capital Project Fund Revenues

- Increase of \$3,300,000 in Anticipated Revenues line item to account for grant funds

Water Tank Capital Project Fund Expenditures

- Increase of \$3,300,000 in Authorized Expenditures line item to implement said project

The amendments increase the General Fund by \$61,553 and the Water Tank Capital Project Fund by \$3,300,000.

TOWN OF GIBSONVILLE, NORTH CAROLINA
FY 2024 BUDGET ORDINANCE AMENDMENT #2

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 21st day of August, 2023 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

SECTION I. GENERAL FUND

Anticipated Revenues	FY 2024	Amendment	FY 2024
	Current Budget		Revised Budget
Taxes, Current Year	4,807,076	-	4,807,076
Taxes, Prior Years, Interest & Penalties	31,150	-	31,150
Motor Vehicle Tax	467,508	-	467,508
Cemetery	16,000	-	16,000
<i>Recreation</i>	<i>90,000</i>	<i>21,005</i>	<i>111,005</i>
Sanitation Service Charge	475,000	-	475,000
Interest on Investments	23,000	-	23,000
Fire District Tax (Guilford)	19,271	-	19,271
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>72,559</i>	<i>40,548</i>	<i>113,107</i>
GHA	2,340	-	2,340
Stormwater Fee	70,500	-	70,500
Solid Waste Disposal Tax	7,000	-	7,000
Intangible: Sales Tax (Alamance Co.)	1,500,600	-	1,500,600
Intangible: Sales Tax (Guilford Co.)	788,225	-	788,225
Utility Franchise	422,000	-	422,000
Beer & Wine	35,500	-	35,500
Powell Bill Funds	257,000	-	257,000
Loan Proceeds	1,106,000	-	1,106,000
Fund Balance (General Fund) Appropriation	735,923	-	735,923
Fund Balance (Powell Bill) Appropriation	325,000	-	325,000
Total Anticipated Revenues	11,340,852	61,553	11,402,405

Authorized Expenditures

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	94,337	-	94,337
Administration	1,485,746	-	1,485,746
<i>Police</i>	3,240,857	18,798	3,259,655
Fire	2,513,038	-	2,513,038
Public Works	2,253,804	-	2,253,804
Powell Bill	420,000	-	420,000
<i>Recreation</i>	919,145	21,005	940,150
<i>Library</i>	345,425	21,750	367,175
Cemetery	28,500	-	28,500
Contingency	40,000	-	40,000
Total Authorized Expenditures	<u>11,340,852</u>	<u>61,553</u>	<u>11,402,405</u>
	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	1,007,700	-	1,007,700
Tapping Fees	5,000	-	5,000
Meter Setting	10,000	-	10,000
Reconnection Fees	50,000	-	50,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	131,039	-	131,039
Total Anticipated Water Revenues	<u>1,215,739</u>	<u>-</u>	<u>1,215,739</u>
<u>Sewer Revenues</u>			
Sewer Service Fees	2,180,000	-	2,180,000
Tapping Fees	5,000	-	5,000
Meter Setting	10,000	-	10,000
Reconnection Fees	50,000	-	50,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	372,375	-	372,375
Total Anticipated Sewer Revenues	<u>2,629,375</u>	<u>-</u>	<u>2,629,375</u>
Total Anticipated W&S Revenues	<u>3,845,114</u>	<u>-</u>	<u>3,845,114</u>
Authorized W&S Expenditures			
Water Expenditures	1,215,739	-	1,215,739
Sewer Expenditures	2,629,375	-	2,629,375
Total Authorized Expenditures	<u>3,845,114</u>	<u>-</u>	<u>3,845,114</u>
	-	-	-

SECTION III. PERPETUAL CARE FUND

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

SECTION IV. WATER AIA GRANT SPECIAL REVENUE FUND

<i>Anticipated Revenues</i>	<i>200,000</i>	-	<i>200,000</i>
<i>Authorized Expenditures</i>	<i>200,000</i>	-	<i>200,000</i>
	-		-

SECTION V. SEWER AIA GRANT SPECIAL REVENUE FUND

<i>Anticipated Revenues</i>	<i>200,000</i>	-	<i>200,000</i>
<i>Authorized Expenditures</i>	<i>200,000</i>	-	<i>200,000</i>
	-		-

SECTION VI. WATER TANK CAPITAL PROJECT FUND

<i>Anticipated Revenues</i>	-	<i>3,300,000</i>	<i>3,300,000</i>
<i>Authorized Expenditures</i>	-	<i>3,300,000</i>	<i>3,300,000</i>
	-		-

SECTION VI. TAX RATE ESTABLISHED

An ad valorem tax rate of \$0.49 per \$100 at full valuation is hereby established as the official tax rate for the Town of Gibsonville for the fiscal year 2024. This rate is based on a total valuation of property of \$1,087,318,941 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 2024 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 21st day of August, 2023.

Attest:

Mayor of Gibsonville, NC

Town Clerk of Gibsonville, NC