

## **MINUTES – August 3, 2020**

The Board of Aldermen of the Town of Gibsonville met at 7:00pm for a regular meeting in the Town Hall. The meeting was called to order by Mayor Williams. Alderpersons Shepherd, O’Toole, Pleasants, and Maizland were present. Alderman Owen was absent for medical reasons. Ben Baxley, Town Manager, Gina Griffeth, Town Clerk, Doug Hoy, Town Attorney, Ron Parrish, Police Chief, James Todd, Fire Chief, Rob Elliot, Public Works Director, Brandon Parker, Town Planner, Mike Dupree, Parks and Recreation Director, Lt. BJ Korn, and Heidi McBride of Parks and Recreation were in attendance. Kristin Foust of McPherson Grading and Erica Mena of the Gibsonville Fire Department were present. Due to the Covid 19 event, the board meeting was held live on Gibsonville Facebook and by telephone for those that had no internet access.

### **Invocation – Mayor Williams**

Mayor Williams led the invocation and pledge of allegiance.

### **Public Comments**

Mayor Williams read a thank you card from retired Town Clerk Laurie Yarbrough.

Mike Dupree of Parks and Recreation thanked the Mayor and the Board of Aldermen for the Proclamation honoring them in July for Park and Recreation Month.

### **Approval of Agenda**

Alderman Shepherd, seconded by Alderman Pleasants, made a motion to approve the agenda. The motion passed unanimously.

### **Approval of Minutes**

Alderman Pleasants, seconded by Alderman O’Toole, made a motion to approve the minutes of July 20, 2020 meeting. The motion passed unanimously.

### **Gibsonville Firefighter Scholarship**

Fire Chief James Todd presented Erica Mena with a \$2,000 scholarship awarded by the North Carolina Firefighters’ Association. The scholarship is awarded based on outstanding academic achievement, character development, and leadership ability. Erica is pursuing a degree in nursing and is the first person known locally to receive the scholarship.

### **Manning Crossing South Site Plan**

Manning Crossing LLC is submitting their site plan for the Manning Crossing South subdivision. The subdivision proposes 49 single family lots on 48 acres and will be accessible from the existing Manning Crossing subdivision. Part of the property is zoned PUD and the other portion zoned RS-9. The site plan submitted meets the town ordinance and has been approved by the Gibsonville TRC committee and Gibsonville Planning Board.

Brandon Parker, Town Planner, stated that this was a continuation from the July 20<sup>th</sup> meeting. The subdivision would have public water, public sewer, and a normal street width as opposed to the current Manning Crossing development.

Kristin Foust with McPherson Grading was present to answer questions regarding the Manning Crossing South subdivision.

Mayor Williams stated that he had received several complaints from the lack of completion on the current Manning Crossing subdivision and that all work needs to be completed. He stated that this situation has gone unresolved for over a year and something needs to be done. He stated that he would continue to follow up on this issue.

Kristin Foust stated that she would relay the Mayor’s concern to the other partners and try to get a completion schedule this week. She stated that they do not bid out their paving work and are on the schedule for the paving company who completes all of their projects.

Alderman Shepherd, seconded by Alderman Pleasants, made a motion to approve the Manning Crossing South Site Plan. The motion passed unanimously.

## Discussion of the Fall Festival

Due to Covid-19, the town will need to make a decision regarding the Fall Festival scheduled for Saturday October 10<sup>th</sup>. Vendors require a 60-day notice to cancel and the Parks and Recreation Department is seeking guidance from the Board.

Parks and Recreation Director Mike Dupree stated that all other area festivals are cancelling and he does not see how Gibsonville could possibly hold the Fall Festival. He stated that last year's festival had the largest crowd ever.

Mayor Williams agreed that it wouldn't be possible to have the Fall Festival with Covid-19.

Alderwoman Maizland stated that it would be a recipe for disaster with that many people packed together.

The Board was in agreement that the 2020 Fall Festival will be cancelled.

## Town of Gibsonville FY 2021 Budget Ordinance Amendment #2

Ben Baxley, Town Manager, stated that FY 2021 Budget Ordinance Amendment #2 is needed to adequately fund the Eugene Street Water Improvement project, account for an appropriation of Federal Drug Funds to conduct a space needs assessment for the Police Department, and receive a quarterly contribution by the Gibsonville ABC Board to the Police Department.

Alderman Shepherd, seconded by Alderwoman Maizland made a motion to approve the Town of Gibsonville FY 2021 Budget Ordinance Amendment #2. The motion passed unanimously.

## TOWN OF GIBSONVILLE, NORTH CAROLINA FY 2021 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 3rd day of August, 2020 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

### SECTION I. GENERAL FUND

Anticipated Revenues	FY 2021	Amendment	FY 2021
	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Taxes, Current Year	3,062,850	-	3,062,850
Taxes, Prior Years	25,150	-	25,150
Motor Vehicle Tax	372,000	-	372,000
Penalties & Interest	12,000	-	12,000
Cemetery	15,000	-	15,000
Recreation	82,000	-	82,000
Sanitation Service Charge	310,000	-	310,000
Interest on Investments	8,000	-	8,000
Fire District Tax (Guilford)	3,500	-	3,500
Library	3,000	-	3,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	10,000	-	10,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	10,000	-	10,000

Brush/White Goods Pickup Fees	3,000	-	3,000
Miscellaneous	32,253	<b>1,060</b>	33,313
GHA	2,340	-	2,340
Stormwater Fee	33,000	-	33,000
Solid Waste Disposal Tax	4,900	-	4,900
Intangible: Sales Tax (Alamance Co.)	836,382	-	836,382
Intangible: Sales Tax (Guilford Co.)	443,618	-	443,618
Utility Franchise	420,000	-	420,000
Beer & Wine	30,000	-	30,000
Library State Aid Grant	430	-	430
LSTA Grant	18,653	-	18,653
Powell Bill Funds	192,000	-	192,000
Appropriated Federal Drug Funds	55,941	<b>9,750</b>	65,691
Appropriated General Fund Balance	410,833	-	410,833
<b>Total Anticipated Revenues</b>	<b>6,455,050</b>	<b>10,810</b>	<b>6,465,860</b>

#### Authorized Expenditures

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	67,191	-	67,191
Administration	1,024,848	-	1,024,848
Police	2,109,195	<b>10,810</b>	2,120,005
Fire	1,116,355	-	1,116,355
Public Works	1,141,814	-	1,141,814
Powell Bill	84,500	-	84,500
Recreation	659,091	-	659,091
Library	194,556	-	194,556
Cemetery	17,500	-	17,500
Contingency	40,000	-	40,000
<b>Total Authorized Expenditures</b>	<b>6,455,050</b>	<b>10,810</b>	<b>6,465,860</b>
	0		0

#### SECTION II. WATER & SEWER

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<b>Anticipated W&amp;S Revenues</b>			
<b><u>Water Revenues</u></b>			
Water Service Fees	837,000	-	837,000
Tapping Fees	5,000	-	5,000
Meter Setting	15,000	-	15,000
Reconnection Fees	40,000	-	40,000
Realize Deferred Revenue	98,000	-	98,000
Miscellaneous Revenues	11,000	-	11,000
Retained Earnings Appropriation	117,246	<b>45,000</b>	162,246
<b>Total Anticipated Water Revenues</b>	<b>1,123,246</b>	<b>45,000</b>	<b>1,168,246</b>

**Sewer Revenues**

Sewer Service Fees	2,271,000	-	2,271,000
Tapping Fees	5,000	-	5,000
Meter Setting	15,000	-	15,000
Reconnection Fees	40,000	-	40,000
Realize Deferred Revenue	98,000	-	98,000
Miscellaneous Revenues	11,000	-	11,000
Retained Earnings Appropriation	3,351	-	3,351
<b>Total Anticipated Sewer Revenues</b>	<b>2,443,351</b>	<b>-</b>	<b>2,443,351</b>
<b>Total Anticipated W&amp;S Revenues</b>	<b>3,566,597</b>	<b>45,000</b>	<b>3,611,597</b>

**Authorized W&S Expenditures**

<b>Water Expenditure</b>	1,123,246	45,000	1,168,246
<b>Sewer Expenditures</b>	2,443,351	-	2,443,351
<b>Total Authorized Expenditures</b>	<b>3,566,597</b>	<b>45,000</b>	<b>3,611,597</b>
	-	-	-

**SECTION III. PERPETUAL CARE FUND**

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

**SECTION IV. 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 2021. This rate is based on a total valuation of property of \$668,128,780 and an estimated collection rate of 97.00%.

**SECTION V.**

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

**SECTION VI. 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 VII. 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 VIII. 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 2021 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 3rd day of August, 2020.**

**Attest:**

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

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

### **Eugene Street Water Line Improvements Project Bids**

Alley, Williams, Carmen, and King Inc. received project bids via a virtual meeting on July 28, 2020. There were nine (9) total bids with the low bid of \$131,717 going to Page & Associates Inc. of Kernersville, NC. The total project cost will be \$145,000.00. Work is scheduled to begin August 2020.

Alderwoman Maizland questioned the large discrepancy in bid amounts.

Public Works Director Rob Elliot stated that there is usually a wide range in bids. Typically, the bids grouped closely together are the most accurate.

Alderman Shepherd, seconded by Alderwoman Maizland, made a motion to award the Eugene Street Water Line Improvement Project to Page & Associates Inc. of Kernersville. The motion passed unanimously.

### **Sewer System Rehabilitation Revenue Bond**

The Town's \$2,272,000 Sewer System Revenue Bond Anticipation Note, Series 2019, matures on August 20, 2020. The loan is scheduled to be closed on August 18, 2020 by a representative of the State Office at the office of the NC Department of State Treasurer, Local Government Commission. The bond expires August 18, 2060 and is set at an interest rate of 1.875%. The first payment of \$81,247 becomes due and payable on June 1<sup>st</sup>, 2021.

Alderwoman Maizland, seconded by Alderman O'Toole, made a motion to approve the \$2,272,000 Sewer System Rehabilitation Revenue Bond. The motion passed unanimously.

### **EXTRACTS FROM MINUTES OF BOARD OF ALDERMEN**

The Board of Aldermen (the "Board") of the Town of Gibsonville, North Carolina (the "Town") held a regular meeting in the Council Chambers of the Town Hall, 129 West Main Street, Gibsonville, North Carolina, at 7:00 P.M. on August 3, 2020. The following Aldermen were:

Present: Alderman Mark Shepherd, Alderman Ken Pleasants, Alderman Shannon O'Toole, Alderwoman Maizland.

Absent: Alderman Owen.

\* \* \* \* \*

Alderwoman Maizland introduced the following resolution which was read by its title:

RESOLUTION PROVIDING FOR THE ISSUANCE OF A  
\$2,272,000 SEWER SYSTEM REVENUE BOND, SERIES 2020

BE IT RESOLVED by the Board of Aldermen for the Town of Gibsonville, North Carolina:

Section 1. The Board of Aldermen for the Town of Gibsonville, North Carolina (the “Town”) has determined and does hereby find, declare and represent:

(a) That, pursuant to The State and Local Government Revenue Bond Act, as amended (the “Act”), the Board of Aldermen for the Town (the “Board”) adopted on August 5, 2019 a bond order authorizing the issuance of not exceeding \$3,000,000 sewer system revenue bonds of the Town and providing for certain related matters, which order (the “Bond Order”) is in force and effect.

(b) That none of said bonds have been issued and that there is outstanding a \$2,272,000 Sewer System Revenue Bond Anticipation Note of the Town, which note is dated August 20, 2019, matures on August 20, 2020 and was issued in anticipation of the receipt of the proceeds of the sale of a like amount of said bonds.

(c) That it is necessary at this time to issue \$2,272,000 of such bonds, all of the proceeds thereof to be applied to the payment of said outstanding note at its maturity.

(d) That the maximum period of usefulness of the improvements to the sewer system of the Town to be constructed with the proceeds of the bonds to be issued as hereinafter provided, together with any other available funds of the Town, is estimated as a period of forty (40) years from August 18, 2020, the date of the bonds authorized hereby, and that such period expires on August 18, 2060.

Section 2. Pursuant to Section 2.01 of the Bond Order, there shall be issued bonds of the Town as a single bond in fully registered form in the principal amount of \$2,272,000, numbered R-1, designated “Sewer System Revenue Bond, Series 2020” (the “bond”) and dated as of the date of delivery thereof. The bond will be sold to the United States of America, United States Department of Agriculture Rural Development by private sale.

The bond shall be stated to mature (subject to the right of prior redemption and subject to a right of the United States of America to request that it be refinanced as hereinafter set forth) in annual installments on the first day of June in the following years and the following amounts, respectively:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2021	\$40,000	2041	\$56,000
2022	40,000	2042	57,000
2023	40,000	2043	58,000
2024	41,000	2044	59,000
2025	42,000	2045	60,000
2026	42,000	2046	62,000
2027	43,000	2047	63,000
2028	44,000	2048	64,000
2029	45,000	2049	65,000
2030	46,000	2050	66,000
2031	47,000	2051	68,000
2032	47,000	2052	69,000
2033	48,000	2053	70,000
2034	49,000	2054	71,000

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2035	50,000	2055	73,000
2036	51,000	2056	74,000
2037	52,000	2057	75,000
2038	53,000	2058	77,000
2039	54,000	2059	78,000
2040	55,000	2060	78,000

The bond shall bear interest on the unpaid part of such principal amount at the rate of 1.875% per annum until payment thereof, such interest to be payable on June 1, 2021 and annually thereafter on the 1st day of June each year. The bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, the bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

Payment of the interest on the bond shall be made by the Bond Registrar mentioned hereinafter on each interest payment date to the person appearing on the registration books of the Town hereinafter provided for as the registered owner of the bond (or the previous bond or bonds evidencing the same debt as that evidenced by the bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. During the time that the United States of America is the registered owner of the bond, payment of the installments of principal and interest when due and payable with respect thereto shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender thereof by wire transfer.

Section 3. The bond may be redeemed, at the option of the Town, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

In the case of any bonds issued in exchange for the bond as provided in Section 4 hereof, if less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot in such manner as the Town in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof and that, in selecting bonds for redemption, the Bond Registrar shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$1,000. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in the inverse order of their maturities.

In case of a redemption of all or any part of the bond, a notice of such redemption shall be sent by registered mail, mailed at least forty (40) days prior to the date fixed for redemption, and addressed as the United States of America shall initially direct in connection with the issuance of the bond or to such other address as the United States of America may designate by registered or certified mail forwarded to the Town at least fifty (50) days prior to any interest payment date. During any such time as an assignee of the United States of America is the registered owner of the bond, the Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to such owner at his address appearing upon the registration books of the Town. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the installments of principal of the bond or any portion of any such installment to be redeemed. If bonds have been issued in exchange for the bond as provided in Section 4 hereof, such notice shall also set forth the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any such bond issued in exchange for the bond is to be redeemed in part only, the notice of redemption shall state also that on or

after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the bond or portion thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the bond or portion thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held at such place as the United States of America may designate or, if the bond shall have been assigned by the United States of America, by the Bond Registrar in trust for such purpose, interest on the bond or the portion thereof called for redemption shall cease to accrue, the bond or such portion thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owner of the bond or such portion thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

In the event that an installment of principal of the bond shall be redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to the bond for such purpose.

If any bond issued in exchange for the bond as provided in Section 4 hereof shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 4. The bond, upon surrender thereof at the principal office or corporate trust office of the Bond Registrar together with an assignment duly executed by the registered owner thereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for bonds having maturities corresponding to the maturities of the installments of principal of the bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any multiple thereof and bearing interest at the same rate.

The transfer of the bond may be registered by the registered owner thereof only upon an execution of an assignment thereof duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice the bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

The transfer of any bond issued in exchange for the bond as provided above may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner of the bond or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which the bond shall be exchanged or the transfer of bonds shall be registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The Bond Registrar shall not be required to make any such exchange or registration of transfer of (i) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (ii) any bond called for redemption in whole or in part pursuant to Section 3 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the bonds. The Finance Officer of the Town is hereby appointed the registrar, transfer agent and paying agent (the "Bond Registrar") for the bond, subject to the right of the governing body of the Town to appoint another Bond Registrar and except as hereinafter provided, and as such shall keep in his office the books of the Town for the registration, registration of transfer, exchange and payment of the bond as provided in this resolution.

Section 5. The bond shall bear the facsimile signatures of or be executed by the Mayor and the Town Clerk and the corporate seal of the Town shall be impressed or a facsimile thereof shall be imprinted on the bond. The certificate of the Local Government Commission of North Carolina to be endorsed on the bond shall bear the facsimile signature of or be executed by the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on the bond shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose facsimile signature shall appear on the bond shall cease to be such officer before the delivery of the bond, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the bond may bear the facsimile signatures of such persons who at the actual time of the execution of the bond shall be the proper officers to sign the bond although at the date of the bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bond and the endorsements thereon shall be in substantially the following form:

No. R-1	\$2,272,000
United States of America	
State of North Carolina	
TOWN OF GIBSONVILLE	
SEWER SYSTEM REVENUE BOND, SERIES 2020	

The Town of Gibsonville, in the State of North Carolina (the "Town"), is justly indebted and for value received hereby promises to pay, solely from the sources hereinafter described, to the United States of America United States Department of Agriculture, Rural Development or its registered assigns or legal representative, the principal sum of

TWO MILLION TWO HUNDRED SEVENTY-TWO THOUSAND DOLLARS in annual installments on the 1st day of June in the following years and amounts:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2021	\$40,000	2041	\$56,000
2022	40,000	2042	57,000
2023	40,000	2043	58,000
2024	41,000	2044	59,000
2025	42,000	2045	60,000
2026	42,000	2046	62,000
2027	43,000	2047	63,000
2028	44,000	2048	64,000
2029	45,000	2049	65,000

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2030	46,000	2050	66,000
2031	47,000	2051	68,000
2032	47,000	2052	69,000
2033	48,000	2053	70,000
2034	49,000	2054	71,000
2035	50,000	2055	73,000
2036	51,000	2056	74,000
2037	52,000	2057	75,000
2038	53,000	2058	77,000
2039	54,000	2059	78,000
2040	55,000	2060	78,000

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of 1.875% per annum until payment thereof, such interest to the maturity hereof being payable on June 1, 2021 and annually thereafter on June 1 in each year. The interest so payable on any such interest payment date will be paid to the person in whose name this bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this bond are payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this bond, payment of the installments of principal and interest when due and payable on this bond shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender hereof by wire transfer and payment of the interest on this bond when due and payable shall be made by check mailed to such assignee at his address as it appears on the bond registration books of said Town hereinafter mentioned without the presentation or surrender hereof. Upon receipt of said payments of principal and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar hereinafter mentioned and said Town shall be fully discharged of its obligation on this bond to the extent of the payment so made. Upon final payment this bond shall be surrendered to the Bond Registrar for cancellation.

This bond is duly authorized and issued under and pursuant to Article 5, as amended, of Chapter 159 of the General Statutes of North Carolina, an order which was adopted by the Board of Aldermen for said Town on August 5, 2019 (the "Bond Order"), and a series resolution passed by said Board on August 3, 2020 (the "Series Resolution"), for the purpose of providing funds, with any other available funds, for acquiring, constructing and equipping certain improvements to the sewer system of said Town (as more particularly described in the Bond Order).

This bond is a special obligation of said Town payable solely from and secured by a pledge, charge and lien upon the Net Revenues (as defined in the Bond Order), except to the extent payable from investment earnings and certain other moneys, including certain reserves, as provided in the Bond Order and the Series Resolution. Neither the faith and credit nor the taxing power of said Town is pledged for the payment of this bond and no owner of this bond has the right to compel the exercise of the taxing power by said Town or the forfeiture of any of said Town's property in connection with any default hereon. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a complete description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of said Town, the rights of the owner of this bond and the terms upon which this bond is issued and secured.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Series Resolution, this bond may be exchanged for an equal aggregate principal amount of bonds having maturities corresponding to the maturities of the installments of principal of this bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

This bond is registered as to both principal and interest in the name of the United States of America on books of said Town kept by the Finance Officer of said Town as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only upon an execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice this bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

This bond or any part hereof at the time outstanding may be redeemed, at the option of said Town, at any time prior to the maturity of any installment of the principal hereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of

the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held in trust for such purpose, all as provided in the Series Resolution, this bond or part hereof shall become and be due and payable, and the interest on this bond or part hereof so redeemed shall cease to accrue.

The Bond Registrar shall not be required to exchange or register any transfer of (i) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (ii) any bond called for redemption in whole or in part pursuant to said resolution.

To the extent permitted by the Constitution and laws of the State of North Carolina, if at any time it shall appear to the United States of America while it is the registered owner of this bond that the Town is able to refinance the installments of principal hereof then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, then the Town will, upon request of the United States of America, apply for and accept such loan in sufficient amount to repay the United States of America and will take all such actions as may be required in connection with such loan.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and laws of North Carolina to happen, exist, and be performed precedent to and in the issuance of this bond have happened, exist, and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, said Town of Gibsonville, by resolution of the Board of Aldermen for said Town, has caused this bond to be executed by its Mayor and its Town Clerk and the corporate seal of said Town to be impressed hereon, all as of the 3rd day of August 2020.

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Mayor

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Town Clerk

#### CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act, as amended.

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Secretary, Local Government Commission

## **Guilford Coronavirus Relief Fund Intergovernmental Agreement**

This agreement outlines the conditions and requirements for municipalities to request reimbursement for costs associated with the response and recovery of the Covid-19 pandemic. The Town of Gibsonville will receive approximately \$70,000 from Guilford County for Covid related expenses.

Alderman Shepherd asked if Alamance County would require a similar agreement.

Ben Baxley, Town Manager, stated that Alamance would be different from Guilford and is requiring the submission of an expenditure plan. The Town of Gibsonville has been awarded approximately \$55,000 from Alamance County for Covid related expenses.

Alderman Shepherd, seconded by Alderman Pleasants, made a motion to approve the Guilford Coronavirus Relief Fund Intergovernmental Agreement. The motion passed unanimously.

### **INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN GUILFORD COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of August, 2020 by and between the County of Guilford, a body politic and corporate, hereinafter referred to as "COUNTY" and the Town of Gibsonville, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

#### RECITALS

WHEREAS, Guilford County received approximately Ninety-Three million seven hundred thousand dollars (\$93,700,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

**1.0 Recitals, Definitions, and Purpose.**

**1.1 Recitals Incorporated.** The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

**1.2 Definitions.**

- A. "CARES Act funds"** shall refer to funds which have been allocated to Guilford County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which Guilford County is responsible for the disposition.
- B. "Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

**"Expenses"** shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of Guilford County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

C. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

**1.3 Purpose.** The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

## **2.0 Obligations of the County**

**2.1 Generally.** The County, by and through its Emergency Management and Finance Departments, shall review and process requests for reimbursement received by Municipality subject to the requirements set forth herein.

**2.2 Submittal does not guarantee approval.** The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the County Emergency Management, the Guilford County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

**2.3 No further obligations.** The County shall have no further obligations under this IGA other than those expressly set forth.

## **3.0 Obligations of the Municipality**

**3.1 Generally.** In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this agreement for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of Guilford County, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Municipality agrees that the County, through its Emergency Management and Finance Departments, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

## **4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria**

**4.1 Generally.** The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the County. County will ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County to issue a reimbursement. A separate reimbursement request form shall be submitted for each separate type of expenditure.

**4.2 Certification.** Each request for reimbursement shall be accompanied by a certification wherein the

**4.3 Failure to comply with Department of Treasury Guidelines.** The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act.

## **5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.**

**5.1** Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll costs, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or

responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

**5.2** Municipality shall seek reimbursement from FEMA Public Assistance for eligible expenditures prior to requesting reimbursement of the Coronavirus Relief Fund allocation. Documentation shall be provided for FEMA denials or partial funding. Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.

**5.3** Under this program, Municipality shall receive reimbursement, in aggregate, no more than \$70,240.00 for COVID-19 eligible response and recovery expenses. All Municipality may submit, and the County will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses. All reimbursement requests shall be submitted no later than December 1, 2020.

## **6.0 Cooperation**

**6.1** The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.

**6.2** Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.

**6.3** Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

## **7.0 Records**

**7.1** Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

**7.2** At any time, Guilford County, the Guilford County Finance Department, or the Guilford County Internal Auditor, may request that

the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.

**7.3** Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon Municipality's failure to retain or provide records.

#### **8.0 Timeliness.**

**8.1** The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

**8.2** The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

#### **9.0 Indemnity.**

**9.1** The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

**9.2** Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

#### **10.0 Term and termination**

**10.1 Term.** This Agreement shall remain in effect until either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

**10.2 Survival of Terms.** Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

#### **11.0 Amendment**

**11.1** Amendments to this Agreement may be performed with the written consent of the Guilford County Board of Commissioners and Municipal governing board.

#### **12.0 Notices and duplicate copies.**

**12.1** Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

Guilford County: Marty K. Lawing  
County Manager  
301 W. Market Street  
Greensboro North Carolina 27402

With a copy to: Guilford County Attorney's  
Office  
ATTN: Mark Payne  
301 W. Market Street  
Greensboro, North Carolina 27402

Municipality: Ben Baxley  
Gibsonville Town Manager Town Manager  
129 West Main Street  
Gibsonville, NC 27249

With Copies to: Doug Hoy  
Gibsonville Town Attorney

**12.2** The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**COUNTY OF GUILFORD:**  
**Jeffrey M. Phillips**  
**Chairman**

**Town of Gibsonville:**  
**Leonard Williams**  
**Mayor**

\_\_\_\_\_  
Attest:  
Robin B. Keller  
County Clerk to the Board  
Date:

\_\_\_\_\_  
Attest:  
Gina Griffeth  
Town Clerk  
Date:

## **Reports**

### **a. Town Manager**

Ben Baxley, Town Manager, stated that a flyer had been provided for the upcoming Elon/Gibsonville Shred-a-thon at Beth Schmidt Park.

He stated that August 4<sup>th</sup> would be National Night Out and that officers would be in the community with shaved ice trucks rather than gathering on the greens this year.

Chief Parrish stated that it would be a joint event with the police and fire departments.

Lt. BJ Korn stated that, despite Covid-19 restrictions, it was important to continue relationships with the community. For National Night Out, there will be three Kona Ice trucks covering six neighborhoods in 45-minute time slots. Social distancing will be maintained with police and fire wearing masks and gloves. Staff will also hand the kona ice to each child so that they do not crowd around the truck. Citizens will be notified of the event via phone call, text message, and Facebook.

Ben Baxley stated that the fire department had been awarded a joint \$280,000 FEMA grant with Whitsett Fire. The Town of Gibsonville will receive \$140,000 with a 5% match.

Fire Chief James Todd stated that the grant will allow for the purchase of 40 SCBA units and batteries. One bid has been received and two more will be obtained before the items are purchased.

**b. Mayor Williams**

Mayor Williams stated that he had spoken to a Mayor Protem in the eastern part of the state and several of their firemen were exposed to Covid-19. The town made sure that the firemen didn't have to go back home unless they wanted and provided hotel rooms. Mayor Williams stated that the Town of Gibsonville would do the same for any staff exposed.

**c. Board Members**

Alderman Maizland stated that she had e-mailed all board members regarding a zoning/vegetation issue between Ashley Woods and Abbey Glenn. She has been researching zoning and landscaping ordinances and would like to continue looking at options. The next step would be to speak with the planning board.

Alderman Shepherd stated he would like to know the difference in what our current ordinance says vs. what Alderman Maizland is recommending.

Mayor Williams stated that he did not want to put the town in a position of being responsible for damage from falling trees.

Alderman Shepherd, seconded by Alderman Pleasants, made a motion to adjourn. The motion passed unanimously. The meeting adjourned at 7:36 pm.

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Mayor

Attest:

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Town Clerk

