



**TOWN OF MOUNT GILEAD
BOARD OF COMMISSIONERS
MEETING MINUTES**

110 West Allenton Street, Mount Gilead, North Carolina, 27306
April 4, 2023

The Mount Gilead Board of Commissioners met on Tuesday, April 4, 2023, at 7:00 p.m. at the Highland Community Center, 131 Hoffinan Rd, Mt Gilead, NC, for the regular monthly business meeting. Present were Mayor Pro Tem Tim McAuley, Commissioners Vera Richardson and Mary Lucas, Interim Manager Bill Zell, Town Clerk Amy Roberts, Police Chief Talmedge Legrand, Public Works Director Daniel Medley and Fire Chief Keith Byrd.
Present by Zoom: Mayor Beverly Harris and Commissioner Paula Covington.

ITEM I. CALL TO ORDER

Mayor Harris called the meeting to order at 7:00 pm with a moment of silence and the Pledge of Allegiance.

ITEM II. ADOPTION OF THE AGENDA

Commissioner Richardson made a motion to adopt the agenda as is with a second from Commissioner Lucas. Motion carried unanimously.

ITEM III. APPROVAL OF THE MINUTES

A. March 7, 2023 Regular Meeting Minutes – Commissioner Lucas made a motion to approve the March 7, 2023 regular meeting minutes with a second from Commissioner Richardson. Minutes were unanimously approved.

ITEM IV. PUBLIC COMMENT

Mr. George Knight, 2773 Hwy. 109 S, Mount Gilead – Mr. Knight addressed the Commissioners about the need for the Commissioners to make themselves more available to the citizens. He said he lives outside the city limits and he feels like he can't speak to the Board Members. He asked them if they know what the Pledge of Allegiance meant. He said that if you are going to be on the Town Board you need to show Allegiance.

Ms. Patty Almond, East Allenton St., Mount Gilead – Ms. Almond spoke to the Board and the citizens about a new program that was starting at the First Presbyterian Church. AL-ANON is a group that has helped numerous people over the years cope with family members that have addictions. They will meet every Thursday from 12-1 pm and it is open to everyone. She stated she hoped the Board would help her spread the word.

ITEM VI. OLD BUSINESS

None

ITEM VII. NEW BUSINESS

A. Piedmont Triad Regional Council Lake Tillery Annexation Analysis

Mr. Adam Schull and Mr. Jesse Day of the Piedmont Triad Regional Council presented a Power Point about the analysis they have completed at the Town's request concerning the annexation of the large Lake Tillery Development by Lennar, LLC. *NOTE: Copies of the power point presentation are available for public inspection at Town Hall.*

B. Approval of the Town's Response to the Local Government Commission (FPIC) from the 2021-2022 Audit Findings.

Manager Bill Zell presented the Response to the LGC Audit Findings and stated that measures have been put in place to resolve any issues. Commissioner Richardson made a motion to approve the responses to the LGC with a second from Commissioner Lucas. Motion carried unanimously.

C. Approval of Lake Tillery Development Agreement (Developer/County/Town)

Interim Manager Zell presented the Finalized Development Agreement between the Lake Tillery Developers, Montgomery County and the Town of Mount Gilead. This agreement had already been reviewed by the County Commissioners and approved as well as reviewed by the Town Attorney for accuracy. Commissioner Lucas made a motion to approve the Lake Tillery Development Agreement. Commissioner Covington seconded the motion. The Agreement was unanimously approved.

- D. Capital Project Ordinance -SRP-W-ARP-0102-Sewer Improvements
Interim Manager Zell presented a Capital Project Ordinance for the 2023 Sanitary Sewer System Improvements Project. Commissioner Richardson made a motion to approve SRP-W-ARP-0102-Sewer Improvements. Commissioner Covington seconded the motion. The Ordinance was unanimously approved.
- E. Agreement -R5826B-Sewer Force Main Reduction – LKC
Interim Manager Zell presented an Agreement for Service from LKC Engineering to relocate the Hwy 109 Sewer Force Main (R-5826B) that will be disturbed during the roadway widening project to be constructed by NCDOT. Commissioner Richardson made a motion to approve the agreement. Commissioner Lucas seconded the motion. Motion carried unanimously.

ITEM VII. COMMITTEE REPORTS

- A. Update on Status of Community Appearance Board and Parks and Recreation Committee
Interim Manager Zell spoke to the Board on behalf of the incoming Town Manager Dylan Haman, who had recently attended a CATb meeting. It is the strong recommendation by the Interim Manager and the incoming new Town Manager that both committees be suspended until an Ethics Policy and Parliamentary Procedures for Open Meetings of any Town affiliated committees are put in place. He stressed that these committees should be representatives of our Town and uphold its policies and procedures. He reminded them that these committees are a reflection of the BOC, and they feel that currently these policies and procedures are not being followed. Commissioner Richardson made a motion to immediately suspend these committees until further notice. Commissioner Lucas seconded the motion. Motion carried unanimously. Incoming Town Manager Dylan Haman will review these committees and work on policies when he begins full time employment in May.
- B. Community Garden
A written update on the Community Garden was given in writing by Chairman Mary Poplin and was presented in the agenda packet. *NOTE: A copy of this report is available for public inspection at Town Hall.*

ITEM VIII. STAFF REPORTS

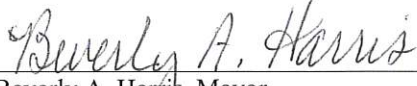
Staff reports were given by Public Works Director Daniel Medley, Police Chief Talmedge Legrand, Fire Chief Keith Byrd and Interim Manager Bill Zell and were attached to the Board agenda packets. Written reports were provided by ORC Manager Donna Mills and Alliance Code Enforcement and were also attached to the Board agenda packets.

ITEM IX. MAYOR AND COMMISSIONERS REPORT

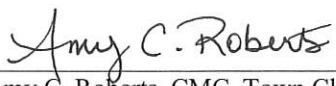
Commissioner Richardson wanted to remind everyone about the Easter Egg Hunt at Highland Community Center on Saturday, April 8 and asked Chief Legrand if they could have extra police presence since this is usually a rather large event. Commissioner Richardson also reminded everyone of the May Day celebration which includes a parade. Line up for the Parade is at 9 am at the First United Methodist Church. Parade is at 10 am and festivities will begin immediately following the parade at Highland.

ITEM X. ADJOURNMENT

With no more Board business, Commissioner Richardson made a motion to adjourn the meeting. Commissioner Lucas seconded the motion. Motion unanimously adjourned at 9:50 p.m.



Beverly A. Harris, Mayor



Amy C. Roberts, CMC, Town Clerk





**TOWN OF MOUNT GILEAD
BOARD OF COMMISSIONERS
AGENDA**

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
April 4, 2023**

The Mount Gilead Board of Commissioners will meet on Tuesday, April 4, 2023, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Rd, Mt Gilead, NC, for the regular monthly business meeting.

- ITEM I. CALL TO ORDER (Mayor Harris)**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
- ITEM II. ADOPTION OF THE AGENDA (Action)**
- ITEM III. APPROVAL OF THE MINUTES (pages 2-4) (Action)**
A. March 7, 2023 Regular Meeting Minutes
- ITEM IV. PUBLIC COMMENT (Interim Town Manager Bill Zell)**
Reading of the Rules for Public Comment
- ITEM VI. OLD BUSINESS**
- ITEM VII. NEW BUSINESS**
A. Piedmont Triad Regional Council Lake Tillery Annexation Analysis **(Presentation, PTRC)**
B. Approval of the Town's Response to the Local Government Commission (FPIC) **(Action)**
from the 2021-2022 Audit Findings (pages 5-7)
C. Approval of Lake Tillery Development Agreement (Developer/County/Town)(pages 8-22) **(Action)**
D. Capital Project Ordinance -SRP-W-ARP-0102-Sewer Improvements (pages 23-24) **(Action)**
E. Agreement -R5826B-Sewer Force Main Reduction – LKC (pages 25-28) **(Action)**
- ITEM VII. COMMITTEE REPORTS**
A. Community Appearance Tree Board **(Patsi Laracuente, Chairman)**
B. Parks and Recreation Committee Update **(Bill Zell)**
C. Community Garden (page 29) **(Mary Poplin)**
- ITEM VIII. STAFF REPORTS (Information)**
A. Public Works – Public Works Director Daniel Medley (pages 32-33)
B. Police Department – Chief Talmedge Legrand (pages 34-41)
C. Fire Department – Chief Keith Byrd (page 42)
D. Interim Town Manager – Bill Zell (page 43)
E. Code Enforcement Report (Information in Packet) (pages 44-47)
F. Wastewater Treatment Plant – ORC Manager, Donna Mills (pages 48-56)
- ITEM IX. MAYOR AND COMMISSIONERS REPORT (Information)**
- ITEM X. ADJOURNMENT (Action)**



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March 7, 2023**

The Mount Gilead Board of Commissioners met on Tuesday, March 7, 2023, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Rd, Mt Gilead, NC, for the regular monthly business meeting. Present were Mayor Beverly Harris, Mayor Pro Tem Tim McAuley, Commissioners Paula Covington, Mary Lucas and Vera Richardson, Interim Manager Ray Allen, Town Clerk Amy Roberts, Police Chief Talmedge Legrand and Public Works Director Daniel Medley.

ITEM I. Mayor Harris called the meeting to order at 7:01 p.m. with a moment of silence and the Pledge of Allegiance.

ITEM II. ADOPTION OF THE AGENDA
Commissioner Richardson made a motion to adopt the agenda as is with a second from Commissioner Lucas. Motion carried unanimously.

ITEM III. APPROVAL OF THE MINUTES

- A. February 7, 2023, Regular Meeting Minutes
Commissioner Lucas made a motion to approve the February 7 regular meeting minutes. Commissioner Covington seconded the motion. Minutes were unanimously approved.
- B. February 27, 2023, Special Called Meeting Minutes
Mayor Pro Tem McAuley made a motion to approve the February 27 Special Called meeting minutes. Commissioner Richardson seconded the motion. Minutes were unanimously approved.

ITEM IV. NEW EMPLOYEE INTRODUCTIONS

Town Clerk Amy Roberts introduced the new Customer Service/Accounts Payable Clerk, Mollie Lee. Mollie began work on February 20, 2023. Police Chief Talmedge Legrand told the Board that Officer Eric Williamson, who was currently a Reserve Officer, has joined the force full time and he will fill his final open full time position that has been vacant for nearly two years. Mr. Ray Allen announced that the newly hired Town Manager, Dylan Haman, is working part-time with him on Thursdays and Fridays and after next week, will work with Mr. Bill Zell until he begins full time on May 15, 2023.

ITEM IV. PUBLIC COMMENT

Mr. Tim Patterson, 501 Pine Street, Mt. Gilead – Mr. Patterson stated that he hopes that the Board will consider the in-town residents when considering this lake sewer extension that is being discussed because he has been begging for a long time for someone to figure out where the horrible odor is coming from on his street. He stated that the smell is gut-wrenching and several of his neighbors had complained about this to him, so he was speaking for everyone. He said it was so bad that residents can't even sit on their front porch for the stench of the sewer and it has become embarrassing. He also stated that he hopes the Town will consider paving Pine Street soon because the pavement is cracking and needs repairs.

Mayor Harris stated that she has received several complaints from some of the downtown business owners about the parking on Main Street. She stated that some of the downtown businesses have asked if there was anything that could be done because there is nowhere for customers to park on Main Street some Saturdays and wondered if it would be worth considering asking downtown business owners to park behind their respective businesses to help relieve some of this traffic flow. She stated that it is a good problem to have because that means people are catering to our businesses. She stated that she had been asked if the Board might consider 2-hour parking on Main Street, especially if the Town continues to thrive and all businesses become occupied. Commissioner Covington stated that Troy had to implement 2-hour parking on their Main Street, and it seems to be working for them.

ITEM VI. OLD BUSINESS

None

ITEM VII.

NEW BUSINESS

- A. Presentation of the 2021-2022 Financial Statements
Ms. Deneal Bennett, of JB Watson and Co. presented the 2021-2022 Financial Statements to the Board. *NOTE: The complete 2021-2022 financial statement is available on the Town's website and there is a copy for public viewing in the Clerk's office at Town Hall.* She also presented the 2022-2023 Engagement letter and audit contract for the 2022-2023 fiscal year. Commissioner Richardson made a motion to approve the 22-23 Audit contract. Commissioner Covington seconded the motion. Motion carried unanimously.
- B. Discussion of NC 731/NC 109 Intersection
Mr. R. J. Monroe, NCDOT District Supervisor, spoke to the Board about the need for a four-way stop sign at the intersection of NC 731 and NC 109 (currently a caution light). In light of the many wrecks that have occurred at this intersection and the number of complaints from citizens and the Town, a study was done, and it was determined that this intersection needed a four way stop. Commissioner Lucas asked how they would alert citizens about this change. She was concerned that log trucks that are used to barreling through that intersection were not going to know to stop and that it may cause an even bigger disaster. Mr. Monroe stated that NCDOT will place warning signs at least 30 days prior to the change and that there will "Stop Ahead" signs placed in every direction to alert drivers. Town Clerk Roberts asked what criteria were needed for them to consider adding a stop light at this intersection rather than a four-way stop. Mr. Monroe stated that based on the study and the "numbers" provided from the study, this intersection did not warrant a stop light. He stated that if later down the road the subject of adding a stoplight can be re-visited if NCDOT sees that the four-way stop is not working.
- C. Utility Preliminary Engineering Agreement- NCDOT
NCDOT presented a Utility Engineering Agreement that will allow NCDOT to submit a project for construction along NC109 that will require certain engineering plans for adjustments/relocations to be made to the Town's existing facilities/lines. NCDOT agrees to reimburse the Town for any engineering expenses incurred. Commissioner Covington made a motion to accept this agreement with a second from Mayor Pro Tem McAuley. Motion carried unanimously.
- D. Request for the Board to Consider Applying for Grants for Low Income Residents
Mr. George Knight spoke about the need for grants to help some of the older and less fortunate residents in our Town. He said he knows there's money out there and would really love for the Board to investigate these grants. Interim Manager Allen assured the Board that he would be sure to pass this along to Dylan when he comes on Board so he can start looking for some of these grants available.
- E. Request for Resolution Regarding School Calendar Flexibility
Dr. Dale Ellis and Dr. Tracy Grit with Montgomery County Schools spoke to the Board about the need for local control of the school calendar. He stated that he has presented a resolution to the State requesting this flexibility and is hoping to get the approval of each Town to also create a resolution in support of this effort. Allowing more local control and flexibility will make year end and semester end testing timelier for each school. Commissioner Richardson made a motion that the Town approve this request and create a resolution in support of School Calendar Flexibility. Commissioner Covington seconded the motion. Motion carried unanimously.
- F. Request of Mr. Jerry Thompson to allow Urban Archery Season
Mr. Rupert Medford with the NC Wildlife Association spoke to the Board at the request of Mr. Jerry Thompson, a local resident, who is homebound and could not be present but is requesting the Board consider adopting an Urban Archery Season. According to Mr. Medford, this would allow the archery season within Town limits, with bylaws and regulations created by the Town. Interim Manager Allen stated that if the Board considers this a Public Hearing would need to be held so that citizens either for or against have the chance to be heard on this matter. The Town would also have to adopt an ordinance making it legal to hunt inside the city limits during the regular deer season. Mr. Allen stated that Mr. Thompson's request may be too late for this year as the deadline to apply is April 1, 2023 and the next Board meeting to approve the ordinance and any regulations would not be until at the minimum April 4, 2023. The Board decided to table this discussion until more research can be done and they stated that they would like to hear from other citizens to get a feel from the general population about this subject. Mayor Pro Tem made a motion to table this discussion later. Commissioner Richardson seconded the motion. Motion carried unanimously.
- G. Mount Gilead Industrial Committee Closeout Donation
Interim Manager Allen stated that Mr. Jack Jordan of the Mount Gilead Industrial Commission had closed out the account of the Commission and sold the property on Lily's Bridge Road associated with this. He has donated the proceeds from the sale back to the Town. The donation was in the amount of \$39,460.43 and was available to be appropriated by the Board of Commissioners as needed but he requested that, if possible, he would like to see the funds be used for economic development or parks and recreation within the Town. Commissioner Covington made a motion to accept the donation but stated that she would like to discuss the use of this donation during the annual Budget retreat in April. Commissioner Lucas seconded the motion. Motion carried unanimously.

- H. Approval of Interim Manager Contract – Bill Zell
Interim Manager Allen stated that his last day would be March 10 and that Mr. Bill Zell will be back to work as the Interim Manager once again on March 13. Mr. Allen presented the Employment Agreement for Mr. Zell and stated that it is identical to the past agreement between Mr. Zell and the Town with the exception of the date changes of a 60-day contract to begin March 13, 2023, and end on May 12, 2023 and the mileage rate changed to the current IRS standard allowance of \$.655 per mile. Commissioner Covington made a motion to approve the Employment Agreement for Mr. Bill Zell. Commissioner Richardson seconded the motion. Motion carried unanimously. The Board thanked Mr. Allen for his service to our Town.

ITEM VII. COMMITTEE REPORTS

- A. Community Appearance Tree Board
Committee Chairman Patsi Laracuate reported that the CATb had a town trash pickup scheduled for February that got rained out. The committee plans to reschedule for March. The CATb is considering joining the Adopt-A-Highway program through NCDOT to help clean a portion of NC109. She stated they are also looking for donations and grants available to help with the repair and/or replacement of the Town’s entryway signs. Commissioner Covington reminded Ms. Laracuate that they are an advisory committee and that all considerations should come before the Board of Commissioners for approval. Ms. Laracuate stated that she has created a survey for the public to get feedback from citizens about replacing and/or repairing the Town’s entryway signs. She also put in a call to the Interim Manager about a meeting to discuss how this survey will be going out to the Public. Ms. Laracuate also stated that she was under the impression that the Town Manager and/or the Town Clerk were supposed to be members of this committee. She stated that the Town Clerk told her back in October that she was only a member by default and was no longer a member of the committee. Ms. Laracuate stated that she wanted clarification as to whether the Town Manager and/or the Clerk is supposed to be part of this committee. Commissioner Richardson stated that we would have a new Town Manager in May and that maybe he could clarify or review this. Ms. Laracuate stated that Mayor Pro Tem McAuley was on the committee so she asked if that was enough Town support. Board members agreed that Mayor Pro Tem McAuley’s membership will suffice until the new Town Manager could review this committee’s rules and regulations.

ITEM VIII. STAFF REPORTS

Staff reports were given by Public Works Director Daniel Medley**, Police Chief Talmedge Legrand and Interim Manager Ray Allen and were attached to the Board Agenda Packet. A copy of their complete report is available in the Town Clerk’s office for public review.
**Public Works Director Medley presented some quotes to the Board for solar light fixtures to be placed in front of the entryway signs from all directions. He asked for permission to purchase one of the lights so that we can determine if this is the route the Town wants to take. The Board granted Medley permission to purchase one of these lights for reference.

ITEM IX. MAYOR AND COMMISSIONERS REPORT

None

ITEM X. ADJOURNMENT

With no more Board business Commissioner Covington made a motion to adjourn the meeting with a second from Commissioner Richardson. The meeting was unanimously adjourned at 9:20 p.m.

Beverly A. Harris, Mayor

Amy C. Roberts, Town Clerk

April 5, 2023

Local Government Commission – NC Treasurer
State and Local Government Finance Division
c/o Sharon Edmundson, MPA, CPA
3200 Atlantic Avenue
Raleigh, NC 27604

Sent Via LGC Portal and Regular U.S. Mail

RE: Town of Mt. Gilead, NC
Response Letter

Dear Ms. Edmundson and Local
Government Commission:

The purpose of this letter is to respond to the LGC's comments on the Town of Mt. Gilead's audited financial statements for the fiscal year ended June 30, 2022, and set forth in a letter dated February 28, 2023 from the LGC/FPIC. The responses are set forth below following the restated comments from the LGC, as follows:

- 1. The 2022 Audit Report is expected to be submitted within five months plus one day from the fiscal year end per the auditor. (December 1st to most units)**

Response:

There was a transition from the permanent Town Manager to an interim Town Manager at the beginning of November 2022. In the transition, we fell behind on getting information to the auditor. The Town has subsequently hired a new permanent Town Manager who begins on May 15, and he will make sure that the timeliness of information is provided so as not to exceed the normal processing of information.

- 2. Daily deposits. During the year ended June 30, 2022, the Town did not make daily deposits as required by State law (G.S. 159-32) in one documented instance.**

Response:

As the current Interim Town Manager for the Town of Mt. Gilead, I really cannot tell you what happened between 9 and 21 months ago to cause the Town to miss a daily deposit. What I can tell you is that we have put in place internal controls that include checking behind the individual responsible for the daily deposit so that it will not be overlooked again.

3. **For the fiscal year ended June 30, 2022, the expenditures exceeded the authorized appropriations made by the governing board in the Town's General Fund for several operations.**

Response:

Management plans to implement review procedures to ensure compliance with Board approved appropriations in the future. There will be a budget review for each General Fund agency prior to the final board meeting of the fiscal year so that if any agency budget is over spent it can be rectified by an end of year budget amendment.

4. **Deficit fund balance or net positions of individual funds. The Stanback Park Sidewalk Extension Project Fund had a deficit fund balance at June 30, 2022.**

Response:

This project officially started in December 2018, where the Town saw a chance to get NCDOT grant monies to extend a sidewalk for only a 20% match. Then NCDOT put all projects on hold to get their financial house in order and then COVID and now a \$135,000 project has grown to almost \$500,000. The Town is in the process of doing away with this grant project simply because we do not have the wherewithal to pay the 20% match now that it has grown exponentially. We will need to determine how much of the design phase that the Town has received that has to be reimbursed to NCDOT.

5. **Operating loss in Water and Sewer Fund. The Water and Sewer Fund has incurred an operating loss ranging from approximately \$100,000 to \$350,000 since the fiscal year ended June 30, 2010.**

Response:

Since Management has been made aware of this situation we are contacting Engineering Companies to get a quote for doing a rate structure review and to recommend a rate going forward that will allow the Town to move toward a balanced budget.

6. **Montgomery County sewer issue. The issue with the sewer accounts billed and collected by Montgomery County is that the County sends us a check for collections they've received, but the accounting of those accounts is not clearly communicated with the Town.**

Response:

Montgomery County's monthly report to Mt. Gilead on sewer account collections is useless to the Town. It doesn't include any account numbers or non-payment information or if collected through debt set-off. Apparently, no one from the Town has discussed this with the County up to now. We have contacted the County and will be setting up a meeting with their Utility Collection Director to determine if the Town can get a more comprehensive report that actually shows the accounts and collections made and what's happening with non-paid accounts.

7. **Payroll processing. There are three issues in this area, first, Accounting for payroll withholdings and related payments. Second, Timesheet approval, and Third, Vacation hour accrual.**

Response:

On the first issue, what we have done to rectify this from happening again is for the finance officer to print off both the payroll distribution and the GL history reports and then to make sure the expense and liability accounts match with her payments made.

On the second issue regarding all timesheets having all three signatures is that the Town Manager who is last to sign sends any unsigned timesheet back to the department prior to processing.

The Town Policy stated that each employee shall accrue 8 hours of vacation per month. This was calculated correctly in the software when the Town was on a weekly pay schedule. Once the Town went to a bi-weekly pay schedule, the software was automatically accruing 4 hours per bi-weekly pay period rather than 8 hours per month. Some months had more than 2 pay periods which made employees accrue more than 8 hours. The Board of Commissioners adopted a new policy going forward stating that employees shall accrue "4 hours per bi-weekly period" rather than "8 hours per month" to account for this issue. Regarding vacation hour accrual accuracy, the Town has gone into the system and corrected the hours per pay period so that from now on the accrual hours will be correct.

8. **General ledger maintenance. Apparently, the Town's GL has been out of balance because the prior year revenues and expenditures were not closed out after the audit was finalized.**

Response:

Since this was brought to our attention the finance officer realizes this must be done and will make sure it is done after each audit is finalized.

Mayor

Mayor Pro tem

Commissioner

Commissioner

Town Manager

Finance Officer

Prepared By and after Recording Return to:

STATE OF NORTH CAROLINA

COUNTY OF MONTGOMERY

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (hereinafter at times the "**Agreement**"), made and entered into this ____ day of _____, 2023 (the "**Effective Date**") by and between Lennar Carolinas, LLC, a Delaware limited liability company, (hereinafter sometimes referred to as "**Developer**"), and the County of Montgomery, a North Carolina County, a body politic and corporate (hereinafter sometimes also referred to as "Montgomery County" or the "**County**"), and the Town of Mt. Gilead, an incorporated North Carolina Town (hereinafter sometimes also referred to as "Mt. Gilead" or the "**Town**"). Developer, the County and the Town may at times be hereinafter collectively referred to as the "**Parties**."

RECITALS AND ACKNOWLEDGMENTS:

1. The Developer has a secured title, option, purchase agreement and/or other interest in contiguous properties located along Lilly’s Bridge Road in the town of Mt. Gilead, and identified as follows and hereinafter referred to at times as the "**Property**":

6574 07 77 0679	487.19 acres
6574 06 58 0603	117.58 acres
6574 10 45 7738	39.68 acres

2. The Developer proposes to develop the Property into both residential and commercial development uses containing approximately 928 residential units and additional commercial development that require public water and sewer services as generally depicted in Exhibit A (the "**Project**"); and

3. It is estimated that a total of 0.5 MGD of water and approximately .375 MGD of sewer allocation will be required to service the entire Project based on the intended uses at time of completion of the Project; and
4. It is estimated that Developer, during its development of the Property, will need the following sewer allocation according to the schedule set forth in the below table in gallons/day:

2024	2025	2026	2027	2028	2029	2030	2031	2032
12,096	59,808	157,520	205,232	252,944	300,656	339,296	362,816	375,000

5. Montgomery County operates a water treatment facility and water distribution system under Public Water System ID: 03-62-010, where sufficient supply and capacity is available to serve the Project; and
6. Mt. Gilead operates a water distribution system under Public Water System ID: 03-62-015; and
7. Mt. Gilead also owns and operates a Publicly Operated Treatment Works facility (the “Mt. Gilead POTW”) under permit number NC0021105, and also owns a sewer collection system (the “Mt. Gilead Sewer System”), where sufficient capabilities and capacity are not currently available to serve the entirety of the Project; and
8. Advanced planning, engineering, understanding, agreement and improvement are required to ensure the appropriate use of public resources, compliance with State and Federal regulations and the maintenance of public health while providing the Property with public water and sewer services; and
9. The Developer has previously assisted in the provision of resources for improvements to the Mt. Gilead POTW and Sewer System.

NOW THEREFORE, in consideration of the mutual provisions and covenants herein, and other good and valuable consideration which the parties hereby acknowledge, the Developer, County and Town agree:

I. RECITALS AND ACKNOWLEDGMENTS MATERIAL

The foregoing recitals shall be considered a material part of this Development Agreement and shall aid in the interpretation, construction, and/or enforcement of the other terms and provisions hereof.

II. TERM

The term of this Agreement shall commence on the later of (i) the date on which this Agreement is executed by the County, Town and the Developer or (ii) Developer’s acquisition of

the Property (the “**Commencement Date**”), and shall terminate on the date which is nine (9) years thereafter (the “**Term**”). Notwithstanding such termination date, provided that the Developer is not in default of this Agreement, Developer has pursued development of the Property, and the Project has not been completed, at the conclusion of five years from the Commencement Date the termination date of this Agreement shall automatically be extended for one (1) additional five (5) year term. At the conclusion of the initial five (5) year extension of the Term, provided that the Developer is not in default of this Agreement, Developer has pursued development of the Property, and the Project has not been completed, the termination date of this Agreement shall automatically be extended for a second and final additional five (5) year term.

III. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of agreement between the Town, County and Developer regarding the Town’s and County’s provision of water and wastewater treatment services to the Property and the Developer’s provision of facilities and other obligations related to such services.

IV. DUTIES OF THE DEVELOPER

Following Commencement Date of this Agreement, Developer shall have the following duties:

1. The Developer shall pay for the design and construction of all on-site water and sewer facilities and improvements necessary to serve the Project per standards set forth by the County, the Town and North Carolina Department of Environmental Quality, as applicable, and upon completion shall transfer to the Town at no cost all such facilities up to the meter for each individual property and account.
2. The Developer shall provide and record, at its own expense, all necessary permanent easements for the operation of public water and sewer lines and facilities within the Property, and shall transfer said easements to the Town at no cost. These easements shall not unreasonably interfere with the Developer’s future construction of the Project within the Property.
3. The Developer shall provide to the Town, without charge, as-built drawings of all water and sewer improvements pursuant to the development of the Project within the Property.
4. In good faith, the Developer agrees to consider any additional improvements to water and sewer facilities as proposed by the County or Town that are beyond those improvements required for the Project. Examples include, but are not limited to, pipe oversizing, stub-outs, and interconnections (the “**Non-Required Improvements**”), provided the inclusion of the forgoing shall be commercially reasonable and shall not adversely impact Developer’s designs or costs to complete the Project. The costs and expenses of any Non-Required Improvements to the water and sewer facilities beyond the required amount to service the Project shall be the responsibility of the County and Town, and in no event shall Developer be responsible for any costs or expenses associated with the Non-Required Improvements.

5. The Developer agrees to use good faith efforts to assist the County or Town in the procurement of additional grants or other such appropriations for water and sewer improvements that are required or incidental to the development of the Property.
6. The Developer agrees that if substantial development activity does not commence within five (5) years of the Commencement Date, or ceases for a period of five (5) consecutive years during the Term as it may be extended, any unused water or sewer allocations will be forfeited.
7. The Developer agrees that upon completion of the Project, no additional sewer allocations will remain and any non-tributary allocation will revert to the Town for allocations elsewhere.
8. The Developer agrees that the approval of this Agreement provides no express or implied assurance that other development approvals are hereby granted or will be granted by the Town or the County. This includes, but is not limited to, rezoning, subdivision and building plan approvals.
9. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, the Parties expressly agree and acknowledge that Developer shall have no obligations or duties under this Agreement until such time as Developer has acquired title to the Property and either (i) Developer has received the Funding Approval Notice from the Town pursuant to Section VI(4) herein or (ii) Developer has delivered the Developer Funding Notice to the Town on or before the Developer Notice Deadline and the Parties have executed the Amendment and Escrow Agreement pursuant to Section VI(4).

V. DUTIES OF THE COUNTY

1. The County shall provide and hereby allocates up to 0.5 MGD of potable water (the "**County Water Allocation**") to the Town of Mt. Gilead at a point(s) of entry to the Property via a master meter(s).
2. The County shall install, own, operate and maintain the master meter(s) at the point(s) of entry to measure the flow for purposes of billing the Town, and upon advance notice from the Town shall allow the Town and/or its agent access to the meter(s) for purposes of inspection and calibration.
3. All terms regarding rates, billing, collections and other terms for providing water shall be governed by the then most recent contract between the County and Town.
4. The County agrees to approve future allocations in amounts requested by the Town provided the total of requested allocations does not exceed the County Water Allocation.

5. The County agrees to act as the lead agency for supplemental grants or appropriations for water and sewer improvements for the Project where it is deemed expedient by the Parties.
6. Upon request from the Developer or Town, the County will consider appropriations for off-site water facilities and improvements and acquisition of easements necessary to serve the Project. The County shall be responsible for acquiring all such easements and for the construction, operation, maintenance, and repair of such facilities and improvements, including any and all costs and expenses thereof.

VI. DUTIES OF THE TOWN

1. Upon approval of any final plat for a portion of the Project proposed by the Developer for the Property and provided the County has provided the necessary water to the Town as provided herein, the Town shall allocate and provide potable water in an amount equal to the estimated amount required for that plat and act as the purveyor of potable water to the individual properties and accounts within the Property, provided that the total of such allocations shall not exceed the County Water Allocation unless further agreed to by the Town and the County.
2. Upon the Effective Date, the Town shall immediately allocate .015 MGD of POTW waste treatment capacity (the “**First Treatment Capacity Allocation**”) to the Property and act as the purveyor of sanitary sewer services to the individual parcels and accounts within the Property going forward.
3. The Town shall make additional Capacity Allocations to the Property based on the following schedule:
 - a. Within one year of the Effective Date, the Town will begin, and within twelve (12) months thereafter shall complete, construction of internal improvements to Lift Station #6 and design the upgrade to the Lilly’s Bridge Road Force Main. Promptly following completion thereof, an additional Treatment Allocation of .054 MGD will be made (the “**Second Treatment Capacity Allocation**”).
 - b. Within two years of the Effective Date, the Town will begin, and within fifteen (15) months thereafter shall complete, construction of the upgrade to the Lilly’s Bridge Road Force Main. Promptly following completion thereof, an additional Treatment Allocation of .306 MGD will be made (the “**Third Treatment Capacity Allocation**”).
4. Prior to and after the Effective Date, the Town shall use its best efforts to diligently pursue grant funding (“**Grant Funding**”) from the North Carolina General Assembly (the “**General Assembly**”) to complete the improvements contemplated in Sections VI(3)(a) and VI(3)(b) herein (the “**Improvements**”), which the Town expects to receive on or before July 1, 2023 (“**Grant Funding Deadline**”). Within three (3) days of the Grant Funding being approved by the General Assembly, the Town shall deliver notice of the same to the County and Developer (the “**Funding Approval Notice**”). In the event that the

General Assembly denies the Grant Funding or the Grant Funding Deadline lapses without approval of the Grant Funding by the General Assembly, then within three (3) days thereafter, the Town shall deliver written notice of the same to the County and Developer (“**Funding Rejection Notice**”). In the event that the Grant Funding is denied or the Grant Funding Deadline lapses and the Town delivers the Funding Rejection Notice, Developer shall have sixty (60) days from the date on which Developer receives the Funding Rejection Notice (the “**Developer Notice Deadline**”) to notify the Town and County in writing of Developer’s election in its sole discretion to fund or cause funding of the Improvements (“**Developer Funding Notice**”). Upon Developer’s delivery of the Developer Funding Notice, the Parties shall amend this Agreement to reflect Developer’s funding of the Improvements (the “**Amendment**”). Furthermore, the Parties shall enter into an escrow agreement, with a nationally recognized title insurer to serve as “Escrow Agent” thereunder, providing that Developer shall escrow the funds necessary for the completion of the Improvements (hereinafter “**Escrowed Funds**”), with commercially reasonable step-in rights, and providing for progress draws from the Escrowed Funds to pay the actual expenses to construct the Improvements (the “**Escrow Agreement**”). If Developer does not deliver the Developer Funding Notice on or before the Developer Notice Deadline, this Agreement shall automatically terminate and the Parties shall have no further rights or obligations hereunder. For the avoidance of doubt, the Town shall have no financial obligations with respect to the Improvements, with the exception of the Grant Funding to the extent, if at all, the same is approved by the General Assembly.

5. The Town shall bill the Developer, and the Developer hereby agrees to pay, for the water and wastewater treatment services provided pursuant to this Agreement according to the rates and charges adopted by the Town Board as those rates and charges may change from time-to-time.
6. The Town shall be responsible for the operation, maintenance and repair of all on-site water and sewer facilities and improvements provided by Developer within the Property, and shall be responsible for acquiring all easements and for the construction, operation, maintenance and repair of all off-site sewer facilities and improvements necessary to serve the Project, including any and all costs and expenses thereof.
7. The Town may pursue, and the Developer and the County agree to support, a flow reduction strategy for the Project based on twelve months comparable/actual flow data.

VII. ANNEXATION

The Developer and the County hereby agree that the Project or any part thereof may be annexed by the Town. They will cooperate with and support such annexation so long as the annexation is in accord with applicable laws.

VIII. ADMINISTRATION OF AGREEMENT

The Parties agree and acknowledge that pursuant to N.C. Gen. Stat. § 160D-1006(c) Montgomery County will be responsible for the overall administration of the Agreement.

IX. INDEMNIFICATION

The Developer to the fullest extent permitted by law shall indemnify, defend, and hold the County and Town harmless from and against any and all claims, liabilities, damages, injuries, losses, costs, and expenses of any kind (including attorneys' fees and court costs) incurred by the County or Town arising from suits, claims, and/or causes of action arising from or growing out of actions or inactions on the part of Developer.

The County to the fullest extent permitted by law shall indemnify, defend, and hold the Developer and the Town harmless from and against any and all claims, liabilities, damages, injuries, losses, costs, and expenses of any kind (including attorneys' fees and court costs) incurred by the Developer or Town arising from suits, claims, and/or causes of action arising from or growing out of any actions or inactions on the part of the County.

The Town to the fullest extent permitted by law shall indemnify, defend, and hold the County and Developer harmless from and against any and all claims, liabilities, damages, injuries, losses, costs, and expenses of any kind (including attorneys' fees and court costs) incurred by the County or Developer arising from suits, claims, and/or causes of action arising from or growing out of actions or inactions on the part of Town.

X. NOTICES

All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

If to County:

County of Montgomery
Attn: Frankie Maness
P.O. Box 425
Troy, NC 27356

With Copy to:

Russ Hollers, Attorney at Law

If to Town:

Town of Mount Gilead
Attn: Beverly Harris
P.O. Box 325
Mount Gilead, NC 27306

With Copy to:

_____, Attorney at Law

If to Developer:

LENNAR CAROLINAS, LLC
6701 Carmel Road, Suite 425
Charlotte, North Carolina 28226
Telephone No.: (704) 542-8300
Attn: Mark Henninger
E-Mail: mark.henninger@lennar.com

With Copy To:

LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

With Copy To:

ST. AMAND & EFIRD, PLLC
3315 Springbank Lane, Suite 308
Charlotte, NC 28226
Telephone No.: (704) 837-2670
Attn: Scott Efird
E-Mail: sefird@stamand-efird.com

XI. ASSIGNMENT; ESTOPPEL

The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement. Further, the parties agree that the contract rights hereunder may not be assigned by either party nor the duties hereunder delegated to any third party without the express written consent of the other.

A. Notwithstanding the forgoing, the Parties agree that the Developer, or any subsequent developer, shall be entitled to assign and delegate the rights and duties of the Developer under this Agreement (the “**Developer Rights**”) to a subsequent purchaser of all or any portion of

the Property. Such assignment shall be evidenced by a recorded assignment and assumption of development rights (the “**Assignment of Developer Rights**”), executed by the Parties and the subsequent purchaser, and shall be effective as the date of recording in the Office of the Register of Deeds for Montgomery County. The Parties acknowledge and agree that any such assignment or transfer by the Developer of the Developer Rights shall be non-recourse as to the assigning Developer. From and after the effective date of the Assignment of Developer Rights, the assigning Developer shall be released from all responsibility or liability under this Agreement.

B. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate (“**Estoppel**”) stating that this Agreement is in full force and effect for the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matters which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

XII. REGULATIONS

Both Developer’s, Town’s and County’s obligations hereunder shall be subject to such restrictions, limitations and prohibitions as may be applicable as a result of contracts or agreements with, or lawful rules and regulations promulgated by, any State or Federal Department or Agency, having jurisdiction over the Town or County and their operation of their respective wastewater systems.

XIII. LIMITATION OF LIABILITY AND NO THIRD PARTY RIGHTS

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

XIV. FORCE MAJEURE

It shall not be considered a breach of this contract and neither the Developer, Town, nor the County shall be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the Developer, Town or County, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of the Developer, Town or County. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

XV. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

A. This Agreement shall be governed and construed under the laws of the State of North Carolina.

B. The parties shall attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the Parties with authority to settle any such dispute. If the dispute cannot be settled amicably by negotiations within thirty (30) days from the date on which a Party has served written notice on another of the dispute, then, the Parties agree to mediate any such dispute or claim in accordance with the North Carolina Superior Court Mediation Rules, conducted by a mediator approved by North Carolina Superior Court. Any dispute, suit or litigation concerning the enforcement or construction of this Agreement or otherwise arising from this Agreement, not settled as herein provided, shall be brought and heard in the North Carolina General Court of Justice, in the Superior Court Division of Montgomery County, North Carolina and governed by the laws of the State of North Carolina.

XVI. MODIFICATION OF AGREEMENT

This Agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

XVII. INTERPRETATION

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement has been negotiated by and between the parties and shall not be construed against the “drafter” of the Agreement.

XVIII. SEVERABILITY

If any portion or provision of this Agreement (including, without implication of limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement.

XIX. NON-WAIVER

Failure by any Party to take any action, no action or claim a default of another Party shall not constitute a waiver of any aggrieved Party’s rights hereunder. Any such waiver must be in writing by the Party waiving its rights. The waiver by any Party of any right for any default of another Party shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default past, present or future.

XX. BINDING NATURE OF AGREEMENT

This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, employees, agents, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

XXI. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and representations, oral or written between the Parties regarding the subject matter of this Agreement unless otherwise stated or indicated by context, if any, and excepting any Exhibit or future document to be executed by the Parties pursuant to this Agreement.

(Signatures Appear on Next Page)

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

COUNTY OF MONTGOMERY

BY: [Signature] (SEAL)
PRINT NAME: Dana Dawson
Chair, Montgomery County Board of Commissioners

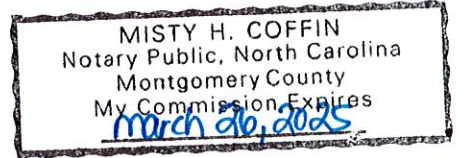
STATE OF North Carolina)

COUNTY OF Montgomery)

I, the undersigned Notary Public for Montgomery County, do hereby certify that Dana Dawson, the Chair of the Montgomery County Board of Commissioners, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 21 day of March, 2023.

(affix notarial stamp below)



Misty H. Coffin
Notary Public

Misty H. Coffin
Print Name

My Commission Expires: March 26, 2025

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

TOWN OF MT. GILEAD

BY: _____ (SEAL)

PRINT NAME:

Mayor, Town of Mt. Gilead

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public for _____ County, do hereby certify that _____, the Mayor of the Town of Mt. Gilead, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2023.

(affix notarial stamp below)

Notary Public

Print Name

My Commission Expires: _____

Town of Mount Gilead, North Carolina
Capital Project Ordinance
Sewer System Improvements (SRP-W-ARP-0102)

BE IT ORDAINED by the Governing Board of the Town of Mount Gilead, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1: The Project authorized is the State Funded Collection System Improvements Project – SRP-W-ARP-0102 described in the work statement contained in the funding agreement and is to be financed by North Carolina Department of Environmental Quality, Division of Water Infrastructure - American Rescue Plan Act (NCDEQ-DWI – ARPA) grant funding source.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Construction	\$	2,794,000
Engineering Design and Permitting	\$	205,000
Bidding and Award	\$	20,000
Construction Management and Inspection	\$	167,000
Geotechnical Investigations	\$	10,000
Legal Fees	\$	15,000
Project Contingency	\$	279,000
Total Appropriations	\$	3,500,000

Section 4: The following revenues are anticipated to be available to complete this project:

NCDEQ-DWI-ARPA Grant - (SRP-W-ARP-0102)	\$	3,500,000
Total Revenues	\$	3,500,000

Section 5: The Finance Officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant/loan revenues received or claimed.

Section 8: The budget officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this Capital Project Ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this ____ day of _____ 2023.

(SEAL)

Attest: _____
Amy C. Roberts, Town Clerk

Beverly A. Harris, Mayor

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

TOWN OF MOUNT GILEAD, NORTH CAROLINA

NC HWY 109 FORCE MAIN RELOCATION (R-5826B)

This AGREEMENT made this ____ day of _____, 2023, by and between the TOWN OF MOUNT GILEAD, NORTH CAROLINA, hereinafter called the TOWN, and LKC ENGINEERING, PLLC, hereinafter called LKC.

WHEREAS, the Town wishes to relocate the existing sewer force main along NC Hwy 109 that will be disturbed during the planned R-5826B roadway widening project to be constructed by NCDOT. The relocation is required due to the roadway widening conflicting with the location of the existing sewer force main owned by the Town. LKC's construction drawings will be reviewed and approved by NCDOT for conformance with the roadway widening plans.

NOW, THEREFORE, the Town and LKC, for the consideration hereinafter named, agree as follows:

I. ENGINEERING SERVICES – DETAILED DESIGN AND PERMITTING

1. Meet with Town staff and the NCDOT design team to discuss the goals of the project.
2. Review the roadway design drawings provided by NCDOT and determine a preliminary alignment for the new sewer line construction.
3. Provide NCDOT with necessary Public Utility Easement information in areas where the new water and sewer lines will need to be outside the right-of-way.
4. Prepare preliminary design drawings and review them with Town staff and the NCDOT design team.
5. Incorporate concepts and revisions from the preliminary design review into a set of final design drawings and specifications that meet the Town's and NCDOT's requirements.
6. Submit the final design drawings to NCDOT for their review and approval.
7. Acquire the necessary regulatory permits for the sewer line construction.

Payment for the DETAILED DESIGN AND PERMITTING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **SEVEN THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$7,220.00)**.

LKC's services under this AGREEMENT shall not include (1) preparation of detailed biological survey or assessment, (2) preparation of an environmental assessment or environmental impact statement, (3) negotiations with property owners for real property or easement acquisition that would require a real estate license, (4) payment of permit fees. These services, if required, may be arranged for and furnished by LKC and separately paid for by the TOWN for a fee to be subsequently agreed upon if the need for these services arises.

II. PAYMENT TERMS

Partial payment of the above amounts shall be made to the Engineer on a monthly basis at a percentage of completion agreed upon by both the Town and the Engineer. The Engineer shall submit invoices in said amount to the Town on a monthly basis and payment shall be made within 30 days of the Town's receipt of the invoice.

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made if the physical scope of the project, time for completion, or services required are materially increased or decreased beyond that considered at the time of execution of this Agreement.

Should LKC be required to render additional services in connection with related work upon which the work scope does not apply, or if the scope of the project is modified by the Town, LKC shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit A for the hours actually worked by the appropriate classification of employee or for a lump sum fee agreed upon by the Town and LKC.

III. TERM OF SERVICE

The Term of Service shall be defined as the length of time elapsed between the execution of this Agreement by all parties and the approval by NCDOT of the final design drawings. LKC anticipates that the term of service for the Professional Engineering Services shall be **270 days** from the date of this Agreement.

IV. TERMINATION

This Agreement may be terminated by either party based on performance or for convenience. The terminating party shall notify the terminated party in writing a minimum of 30 days before the date of termination. Upon being be fairly compensated for services provided prior to termination, LKC shall turn over all records, files, and other pertinent information to the Town.

The Town and LKC hereby agree to the full performance of the covenants contained within pages 1 through 3 of this Agreement with Exhibit A herein.

IN WITNESS HEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

LKC ENGINEERING, PLLC

TOWN OF MOUNT GILEAD, NC

By: _____
Adam P. Kiker, P.E.
Member/Manager

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

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

Finance Officer

EXHIBIT A

HOURLY RATE STRUCTURE

LKC ENGINEERING offers a competitive rate structure to provide the highest quality of services with controlled overhead. The rates below cover all expenses including travel time.

MANAGING PARTNER	\$160.00/HOUR
LICENSED SURVEYOR	\$140.00/HOUR
SURVEY CREW	\$140.00/HOUR
PROJECT MANAGER	\$ 120.00/HOUR
LANDSCAPE ARCHITECT	\$ 120.00/HOUR
PROJECT ENGINEER	\$ 100.00/HOUR
SENIOR DESIGNER	\$ 100.00/HOUR
DESIGNER	\$ 90.00/HOUR
SENIOR CONSTRUCTION MANAGER	\$ 100.00/HOUR
CONSTRUCTION MANAGER	\$ 90.00/HOUR
FUNDING ADMINISTRATOR	\$ 90.00/HOUR
ADMINISTRATOR	\$ 80.00/HOUR

Town of Mount Gilead Community Garden Update Date: March 2023



The community garden is part of the NC State/Montgomery County Master Gardener program as of this year. This means Master Gardeners can log hours there, lend expertise, teach classes, and offer other educational programs from our garden. It also allows us to begin to pursue larger support for the garden and to help raise money to continue upkeep.

We put in the beginning of a "Natural Play Area" of logs for the children's pollinator and herb garden we are building. They are NOT secure for play yet and we need time to get them dug in. However, we do have limited amounts of volunteers that are capable of this type of heavy lifting and machine work, so it is taking longer than we'd like. Timeline is further complicated because it has currently been too wet to dig them in with the backhoe without wrecking Jimbo's grass. And we don't want to have huge ruts throughout the park. Currently there is a warning sign up on the play area, and public announcements have been made to not play on it yet on local social media. We will let folks know when the play area is complete, but we are excited about this popular style of children's exploration area.

Bare root fruit trees that failed to thrive in the orchard were replaced this year with newer, larger trees.

We are working on obtaining borders for the mulched areas to make everything neater.

Bulbs were planted in the Children's Garden as well by local Mount Gilead Elementary school kindergarteners. We did a whole educational program for the kids, talked about bulbs and worms, and got our hands dirty with real world examples. We will continue to work with Cathy Horne and the local elementary in line with our mission, vision, and values.

We are in the process of a soil test to see if the soil is safe for planting. If the soil is safe, we are going to offer individual gardening bed opportunities to community members.

The last frost risk date is fast approaching, and many seeds are going to be directly sown into the large communal garden bed if our bean test goes well. We have also been growing some seedlings to put in. We are hoping for a good outcome on the soil test.

You can also follow us on FB social media for up to the minute updates on what the garden is doing. And we'd love to see you and anyone else who is interested in the garden on any of our volunteer days as well.

Cheers,
Mary Poplin
949-547-5277



TOWN OF MOUNT GILEAD PUBLIC WORKS DEPARTMENT REPORT

110 WEST ALLENTON STREET, MOUNT GILEAD, NORTH
CAROLINA, 27306
MARCH, 2023

PUBLIC WORKS

The following is a list of the activities and duties performed by the Public Works Department

Water/Sewer Services

- Read master meters
- Sewer unclogs J. Chambers
- Repair LS# 12
- Water and sewer locates
- Sewer investigations Twin Harbor

Repairs and Cleanup Activities

1. Clean storm drains
2. Cleaned park
3. Picked up trash on streets
4. Mow streets
5. Oil change on service trucks
6. Mow streets
7. Mow cemetery

Equipment/Vehicle Maintenance

- Maintenance check on all the town's 15 Lift Stations Generators

Routine Monthly Activities

- Lift stations 1-15 - weekly checks
- Non-payment cutoffs - Completed -6
- Cleaned curbs and gutters on Julius Chambers, W. Allenton St N. Main
- Other street cleaning removing trash from right-of-way.

In Progress Jobs

- AIA study by LKC
- Cotton Gin Dr in progress



Town of
**MOUNT GILEAD POLICE
DEPARTMENT**

**123 North MainStreet - Post Office Box 325
Mount Gilead, North Carolina, 27306**
Phone: (910) 439-6711 Fax: (910) 439-1855

MEMORANDUM

**To: Ray Allen
Interim Town Manager**

**From: Talmedge LeGrand
Chief of Police**

Date: March 29, 2023

Subject: Mount Gilead Police Department Monthly Report for March 2023

During the month of March, our department conducted multiple Governor's Highway Safety Program events including saturation patrols, seatbelt initiatives, speed enforcement, and checkpoints. These events were made possible and successful by utilizing our reserve officers during weekdays and inviting additional agencies to participate. Our officers continue to look for training opportunities and have several classes booked in advance from April through June. This month's training included NIBRS reporting and a Tactical Lifesaver Class.

National Incident-Based Reporting System (NIBRS) was implemented by the FBI to improve the overall quality of crime data collected by law enforcement agencies.

The Tactical Lifesaver Class provided the skills needed to properly respond and manage a life-threatening hemorrhage, airway problems, and penetrating chest trauma.

Also, I am requesting that the board make an amendment to the Police Department budget, to allow me to purchase one or two used vehicles to add to our fleet.

Administration and Patrol

- Officers continue to greet students at MGES in the mornings.
- Officers attended the scheduled grand jury session.
- Officers are continuing to check business doors each night.
- Continued with follow-up investigations in recent cases.

- Officers conducted various traffic stops.
- Attended the monthly District Attorney's Office meeting.
- Ranking officers continue to fill in shifts for officers as needed shift schedule (sickness, training, vacancy etc.).
- Entered IBR (monthly crime report) into the state database for crime statistics.
- Continued entry of SBI Traffic Stop Reports.
- Routinely reviewed body camera videos.
- Continued escorts for businesses as they close at night.
- Department vehicles serviced with oil changes and tire rotations.

Investigations Report

- 2303-0047, Concealed carry violation, Arrest made
- 2303-0048, Concealed carry violation, Arrest made
- 2303-0049, aggravated assault, arrest made
- 2303-0053, DOA at the Gilead. An elderly female died of natural causes.
- 2303-0057, Drug violation, Arrest made, the subject fled on foot attempting to elude law enforcement from a GHSP checkpoint, Narcotics recovered.
- 2303-0058, Larceny of a firearm, Resident reported a larceny from his home, unknown when larceny occurred, serial numbers entered into NCI

Investigation. **Attachments**

- Calls for Service
- Activity Summary
- Reported Incidents – Officer assigned

Montgomery County Communications
 199 South Liberty St Troy , NC 27371

CFS By Department - Select Department By Date
 For MT GILEAD POLICE DEPT 3/1/2023 - 3/28/2023

MT GILEAD POLICE DEPT	Count	Percent
911 HANG UP	1	0.45%
ALARM (NOT FIRE) COMMERCIAL	1	0.45%
ANIMAL CALL (NOT ATTACKS)	2	0.90%
ASSAULT - SEXUAL ASSAULT	1	0.45%
ASSIST MOTORIST	6	2.69%
BREATHING PROBLEMS	1	0.45%
CARDIAC OR RESPIRATORY ARREST - DEATH	1	0.45%
CARELESS & RECKLESS	1	0.45%
CHASE FOOT	1	0.45%
CITIZEN ASSIST	4	1.79%
CIVIL	1	0.45%
CIVIL DISTURBANCE	1	0.45%
COMMUNICATING THREATS	1	0.45%
CONVULSIONS - SEIZURES	2	0.90%
DAMAGE TO PROPERTY	4	1.79%
DOMESTIC	6	2.69%
ESCORT	53	23.77%
FIGHT	1	0.45%
FOLLOWUP INVESTIGATION	3	1.35%
INFORMATION	4	1.79%
JUVENILE(s)	1	0.45%
LARCENY	2	0.90%
PROPERTY (Found-Lost-Seized-Recoverd)	1	0.45%
PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	1	0.45%
ROAD HAZARD	1	0.45%
SCHOOL CROSSING	2	0.90%
SECURITY CHECK	11	4.93%
SERVE PAPER	2	0.90%
SHOTS FIRED	2	0.90%
SICK PERSON (SPECIFIC DIAGNOSIS)	1	0.45%
SPECIAL ASSIGNMENT	1	0.45%
STRANDED/ABANDONED BOAT/VEH	3	1.35%
STRUCTURE FIRE	1	0.45%
SUSPICIOUS PERSON/VEH/ACTIVITY	6	2.69%
TRAFFIC ACCIDENTS (PD)	2	0.90%
TRAFFIC STOP	82	36.77%
TRANSPORTATION PI	1	0.45%
TRESPASSING	4	1.79%
WANTED PERSON	1	0.45%
WEAPON VIOLATION	1	0.45%
WELFARE CHECK	2	0.90%
Total Records For MT GILEAD POLICE DEPT	223	Dept Calls/Total Calls 100.00%

Total Records

223

Activity Detail Summary (by Category)

MOUNT GILEAD POLICE DEPARTMENT

(03/01/2023 - 03/29/2023)

Incident\Investigations

23H - All Other Larceny	1
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290 - Destruction/Damage/Vandalism of Property	1
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35A - Drug/Narcotic Violations	4
--------------------------------	---

520 - Weapon Law Violations	2
-----------------------------	---

90J - Trespass of Real Property	3
---------------------------------	---

90Z - All Other Offenses	4
--------------------------	---

Total Offenses	15
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Total Incidents	11
-----------------	----

Arrests

35A - Drug/Narcotic Violations	3
--------------------------------	---

520 - Weapon Law Violations	2
-----------------------------	---

90Z - All Other Offenses	5
--------------------------	---

Total Charges	10
---------------	----

Total Arrests	5
---------------	---

Accidents

Total Accidents	4
-----------------	---

Citations

Driving While License Revoked	4
-------------------------------	---

Expired Registration	9
----------------------	---

Other (Infraction)	9
--------------------	---

Seat Belt	3
Speeding (Infraction)	22
Secondary Charge	15
Total Charges	62
Total Citations	48

Date: 03/29/2023 -- Time: 09:53

Page 1

Activity Detail Summary (by Category)

MOUNT GILEAD POLICE DEPARTMENT

(03/01/2023 - 03/29/2023)

Warning Tickets

Total Charges	9
Total Warning Tickets	9

Incident Offenses/Victims/Status By Reporting Officer

MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (03/01/2023 - 03/28/2023)

2246 - Assistant Chief Austen B. Morton

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2303-0058	23H - Larceny of a Firearm	Bobo, Rickey	Active	Not Applicable	03/21/2023

Officer Total Incidents: 1

2647 - Detective Jacob Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2303-0047	520 - Weapon Law Violations 35A - Simple possession of Marijuana	State of NC, Mount Gilead	Closed by Arrest	Not Applicable	03/02/2023
2303-0048	520 - Weapon Law Violations	State of NC, Mount Gilead	Closed by Arrest	Not Applicable	03/02/2023

Officer Total Incidents: 2

2774 - Reserve Officer Eric S. Williamson

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2303-0049	90Z - Aggravated Misdemeanor Affray	Smith, Joshua Lee	Closed by Arrest	Not Applicable	03/03/2023

Officer Total Incidents: 1

4531 - Corporal Hunter T. Stone

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2303-0053	90Z - DOA	Smith, Belinda Little	Closed by Other Means		03/06/2023
2303-0057	35A - PWISD Marijuana 35A - Felony Possession Marijuana 35A - Possess Drug Paraphernalia 90Z - Resisting Public Officer	State of North Carolina, LESS	Closed by Arrest	Not Applicable	03/20/2023
2303-0060	90J - Trespass of Private Property	Carver, Amanda Leigh	Closed by Other Means		03/25/2023

Incident Offenses/Victims/Status By Reporting Officer

MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (03/01/2023 - 03/28/2023)

4531 - Corporal Hunter T. Stone

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
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Officer Total Incidents: 3

6280 - Patrol Officer Bobby A. Hall

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
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2303-0055	90J - Second Degree Trespass	Carver, Amanda Leigh	Closed by Other Means	Not Applicable	03/11/2023
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2303-0059	90J - Second Degree Trespass	Carver, Amanda Leigh	Closed by Other Means	Not Applicable	03/24/2023
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Officer Total Incidents: 2

7532 - Patrol Officer Joshua C. Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
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2303-0061	290 - Damage to Property	Burger Shack	Closed by Other Means	Not Applicable	03/28/2023
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Officer Total Incidents: 1

8523 - Sergeant Adam W. Lucas

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
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2303-0050	90Z - Larceny from Box Truck	2nd Chance	Closed by Exception	Not Applicable	03/01/2023
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Officer Total Incidents: 1

Total Incidents: 11

Mount Gilead Fire Department



March: Summary of Calls

Fire - 17	Town - 16
<u>Squad - 14</u>	District - 11
Total - 31	County - 3
	<u>Out of County - 1</u>
	Total - 31

- Renovations to kitchen / meeting room are now complete.
- NCDOT State Grant paperwork has been submitted. (PPE)
- New Skid Unit from NCFSS Grant has been received and in operation on Brush Truck 218.

Thank You for Your Continued Support!

Chief - *Keith Byrd*

Manager's Report

1. Working on the audit findings report to the Local Government Commission (LGC). While working on the report we will be reviewing all current financial processes and updating where necessary. Finished the response letter and will present it at the 4/4 board meeting.
2. Working on the Land Swap with Dollar General it has become clear that they did not give us the parcel behind the building which would be needed to extend the road. I have asked Daniel to see if we have enough land with what was given to create a turnaround area for the semis delivering to Bruton's Cabinet Shop. I have also discussed this with Mr. Bruton and he is on board as long as we deed the land to him so that he can control it. I've discussed this with Max Garner and we both agree it would be the best for all concerned to get the Town out of the equation. Will advise.
3. Working on the FY 2024 budget with the staff and preparing for the Budget Retreat Speaking of the Budget Retreat, is there a site that has been chosen for this event? Amy asked if I knew of any sites, but I'm not sure how far you want to travel. We have our Recreation Station in Aberdeen, which is a very nice facility, and we would get the in-town rate by putting the reservation in my name, where with the facility and food catered would cost less than \$1,000 for the two days. If the board does want to go out of town please advise where so we can make arrangements.
4. Met with the Planning Board on the 15th regarding creating a district for manufactured homes. The consensus of the board was not an overlay district, but to create its own district such as Residential District 15M (R-15M). The planning board wants to meet again on April 19th and would also like the Board of Commissioners to be a part of that meeting. Please advise your availability on Wednesday April 19, at 5:30.
5. Met with Adam Schull with the Piedmont Triad Regional Council (PTRC) regarding the annexation study for the Lake Tillery Project. He will present his findings at the April 4th board meeting.
6. The sidewalk project at Stanback Park is still in the works. I have been in conversations with Withers/Ravenel our engineering firm on this project and NCDOT and the cost continues to grow. I'm looking for grants to help the Town meet its 20% match. Will advise.
7. Spoke with Mr. Gary McRae regarding the pocket park on Julius Chamber Avenue and we are setting up a meeting to discuss how to proceed. Will advise.
8. The Developer Agreement has been completed where all three parties the County, the Town and the Developer are in agreeance and I will bring it to you at the April 4th board meeting for your approval. Montgomery County is approving the agreement at their March 21st meeting.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
Mar 30, 2023

ANSWER KEY

MH - Minimum Housing / **OL** - Overgrown Lot / **JV** - Junk Vehicle / **JP** - Junk Pile /
AWG - Abandoned White Goods / **AC** - Animal Complaint / **ZV** - Zoning Violation / **NOT**
- Notice of Tow

605 Julius Chambers Ave	MH/JP/OL	OPEN
101 Julius Chambers Ave	JV	NOT
182 Washington Park Rd.	MH/JP	OPEN
421 W Allenton St	MH/JP	OPEN
535 W Allenton St	JV	NOT
533 W Allenton St	JV	NOT
537 W Allenton St	MH/OL	OPEN
414 S Wadesboro Blvd	MH/OL	OPEN
506 S Wadesboro Blvd	JV	NOT
426 S Wadesboro Blvd	JV/OL	OPEN
308 N Main St	MH/JP	OPEN
403 Cedar St	JV	NOT
303 Cedar St	JV	NOT
302 Cedar St	JV	NOT
507 S Wadesboro Blvd	MH/OL	OPEN
166 Emmaline St	JV	OPEN
134 Emmaline St	JV	OPEN
609 Julius Chambers Ave	JV	OPEN
216 S Main St	JV	OPEN
526 Parkertown Rd	JP	OPEN
532 Parkertown Rd	MH	OPEN
534 Parkertown Rd	JV	OPEN
200 S Main St	MH	OPEN
206 S Main St	OL	ABATED
403 Cedar St	JV	ABATED
408 Cedar St	OL	ABATED
424 S Wadesboro	JP	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
Mar 30, 2023

109 E 2 nd St	JP	OPEN
303 W Allenton	JP	ABATED
430 S Wadesboro	JP	OPEN
116 Marshall St	JP/JV	OPEN
412 Julias Chambers	JP/JV	OPEN
302 Blackwell St	JP	OPEN
410 Cedar St	JP	OPEN
303 Cedar St	JV	OPEN
203 Clinton St	JV	OPEN
500 W Allenton St	MH/OL	NOH
103 Circle Dr	JV	OPEN
303 W Allenton	JV	OPEN

HIGHLIGHTS

- 7 New Cases Opened
- 4 Cases Abated
- 7 Notices of Tow posted on Junk Vehicles



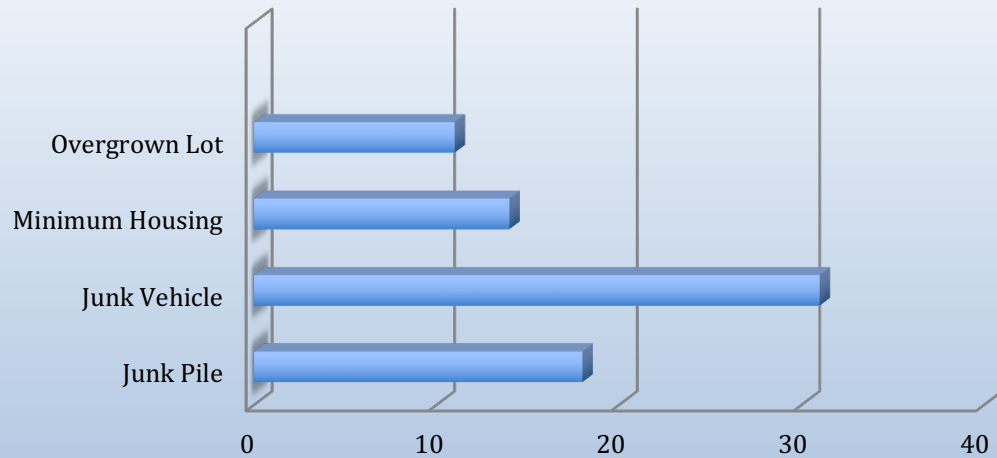
PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
Mar 30, 2023

Violations by the Numbers



	Junk Pile	Junk Vehicle	Minimum Housing	Overgrown Lot	
■ Violations by the Numbers	18	31	14	11	

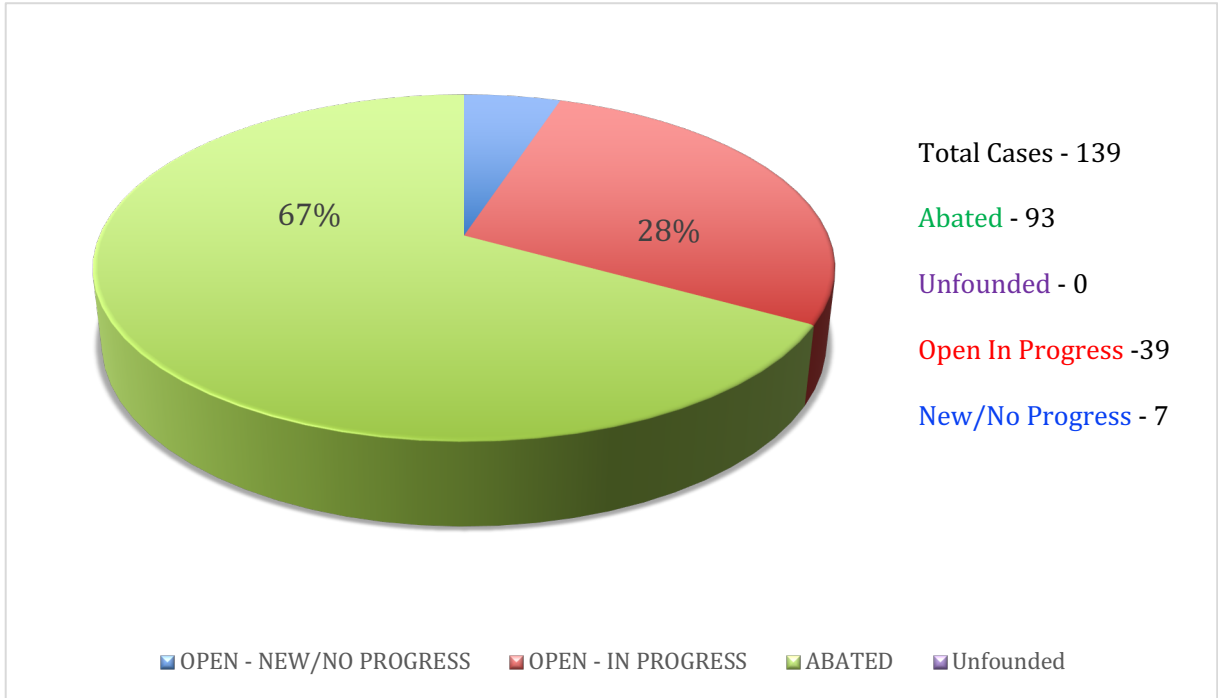


PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
Mar 30, 2023



Town of Mount Gilead
Wastewater Treatment
Plant Monthly Report
Date: March 2023



REPORT:

- I. Quote on annual contract for beaver control (see estimate pages 49-56)
- II. Had a foaming issue, which has recovered, but seemed to be affiliated with Mohawk's release

ESTIMATE



Prepared For

Mt Gilead Wastewater
273 Lilly's Bridge Rd
Mount Gilead, NC 27306
(704) 242-0884

City Wide Exterminating, Inc

907 W Main st
Locust, NC 28097
Phone: (704) 888-0911
Email: chunnicutt@citywideextern.com
Web: citywideextern.com

Estimate # 8587
Date 03/15/2023

Description

Setup - Beaver

Setup of trap(s) and associated lures to capture Beaver(s). Includes retrieval of traps at the end of job and visits to rebait traps if needed. Setup fees are non refundable



Removal Service Fee (\$299)

Covers removal and handling of trapped animal(s), target or non-target, charged per trip

Quarterly Monitoring (for 1 year)

This will cover quarterly checks of levees, riverside banks, wooded areas along wastewater area to assure that no new activity is occurring by beaver/otters to help prevent further problems to levees. If activity is present we will setup traps and charge per catch as previously.



Subtotal	\$4,600.97
Total	\$4,600.97
Deposit Due	\$2,300.49

All prices are package pricing and subjected to change if performed individually. Certain minimums apply. Prices and inspection credits valid for 30 days; \$500 minimum purchase required to apply inspection credits.









All animal handling/trapping will be performed in a professional manner and in a method determined to be the most successful for the situation at hand. Animals will be handled according to federal, state, and local laws.

Customer permits City Wide Exterminating, Inc to utilize and leave traps and related equipment, cameras, electronic monitors, and any needed special access equipment on property for the duration of the process. All equipment left on site during the process is property of City Wide Exterminating, Inc. All materials used remain the property of City Wide Exterminating, Inc until payment is made in full. Photos and videos of any part of the process may be taken for documentation and educational purposes.

- A. FEES. Setup fees will cover cost to set up equipment, check traps, and tear down equipment. This fee is not dependent on animals being caught. See first page for cost details
- B. SCHEDULING. Scheduling of exterior exclusion work is highly subjective to weather delays and will occur on a first come, first served basis based on approval and deposit.
- C. ACCESS. City Wide Exterminating, Inc. must have ready access to equipment on exterior of property to make adjustments and retrieve catches. Any special provisions needing to be made regarding gates, pets, notifications, etc must be disclosed prior to receiving quote. Any special arrangements to get INSIDE property will be made as necessary.
- D. TERMINATION. Customer may not touch, or tamper with animals or equipment left on property during the process. Doing so could result in serious injury, and will result in immediate termination of contract with no refund.
- E. WARRANTY. If City Wide Exterminating Inc. offers a warranty on repairs, the warranty will be for workmanship and/or re -entry at the repaired area only. Warranty exclusions are as follows: screws pulling out due to rotted wood, cosmetic damage from attempted re-entry. IF a total animal proofing proposal is offered and accepted, the total home animal entry warranty will be subject to the following: All tree branches must be kept at least 20 feet from house. Shrubbery should be kept at least 18 inches from the house, and 5 feet from the roof line. Roof and gutters should be maintained in good, clean, working condition, so as to not cause wood rot. Property will be inspected during the warranty period to insure all criteria are met. Bat warranty is against re-colonization of the structure. Bats roosting behind shutters, downspouts, or anywhere on the exterior of structure is not covered under bat warranty. A single bat entering a home through a window, door, chimney, or other means is not covered under bat warranty
- F. PAYMENT. All removal fees are to be paid prior to repairs being performed. Remaining balance is to be paid upon completion and will automatically be charged to card on file unless specific alternative payment is discussed prior. Materials used for repairs remain the property of City Wide Exterminating, Inc, until payment is made in full. Any balance remaining past 30 days is subject to 1.5% interest per month, and ultimately the removal of repair materials.

DISCLAIMERS: The equipment associated with and the process of removing animals may be hazardous to people and animals. Trapped animals can also be hazardous to people and pets. Target animals may cause damage to the property prior to or while captured. If target animal(s) are release on site, additional damage is highly likely. City Wide Exterminating, Inc is not liable for any injuries to people or pets, nor property damage caused by traps, equipment, or animals. Although a thorough inspection of the property has been performed, and all efforts to ensure that all target animals are removed, City Wide Exterminating, Inc. makes no guarantee to have

removed all animals or carcasses. There is no guarantee for smell, as this can be highly subjective.

**High grade sealants are frequently used in some quantity as a part of sealing up a home. Depending on air movement through a structure, occasional slight smell may enter the home until sealant fully cures. Those sensitive to smells should take necessary precautions.

RODENTS. Ground level exclusion services are in no way intended to be a cure all for rodents. Ongoing exterior rodent maintenance should be part of a successful program. Rodenticide use assumes a risk of target animals dying somewhere out of reach and creating smells. Please discuss any specific concerns with your technician.

Mt Gilead Wastewater