



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
February 7, 2023**

The Mount Gilead Board of Commissioners MET on Tuesday, February 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 Town Manager Ray Allen, Town Clerk Amy Roberts, Police Chief Talmedge Legrand, Public Works Director Daniel Medley and Fire Chief Keith Byrd.

ITEM I. 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 with the addition of Item VI. NEW BUSINESS: Consider Agreement with Piedmont Triad Regional Council to conduct a Cost Benefit Analysis of potential satellite annexation and ITEM X. CLOSED SESSION: Pursuant to NCGS 143.318.11 (a) (3) to consult with the Town Attorney. Commissioner Lucas seconded the motion. Motion carried unanimously.

ITEM III. APPROVAL OF THE MINUTES

- A. January 3, 2023 Regular Meeting Minutes
Commissioner Lucas made a motion to approve the January 3, 2023 regular meeting minutes with a second from Commissioner Covington. Minutes were unanimously approved.
- B. January 17, 2023 Special Called Meeting Minutes
- C. Commissioner Lucas made a motion to approve the January 17, 2023 special called meeting minutes with a second from Commissioner Covington. Minutes were unanimously approved.

ITEM IV. PUBLIC COMMENT

Reading of the Rules for Public Comment

Mr. Ray Allen, Interim Town Manager read the Rules for Public Comment. Mayor Harris reminded all speakers that they have three minutes, and she would be timing them.

Ms. Mariella Leake – Forest Hill Village Rd., Mount Gilead

Ms. Leake asked the Board for assistance with her issue of buying a manufactured home (double wide) for a lot she has on Forest Hill Village Rd. that is not currently zoned to allow for manufactured homes (R15). She said she was told by the past Town Manager that it was okay and now she's being told that she can't do it and she doesn't know what to do.

Mr. George Knight – Hwy. 109 N. Mount Gilead

Mr. Knight wanted to apologize for the way he spoke to the Board at the previous meeting. He wanted to reiterate that laws are only good if you enforce them. He went on to state about how the Town handled business years ago versus the way they are handled today. Before he could finish his statements, his three minutes were up. He asked the Board if they were really not going to let him finish his comments. Mayor Harris reminded him of the rules and that everyone was allowed three minutes to speak.

Mr. Johnny Greene – Washington Park Rd. Mount Gilead

Mr. Greene asked the Board if they would consider placing a speed limit in Parkertown. He stated that they have a lot of trouble with cars speeding through this neighborhood.

ITEM V. OLD BUSINESS

None

ITEM VI.

NEW BUSINESS

A. Public Legislative Hearing -- CASE RZ12-2022 -- Zoning Map Amendment for Parcel ID: 6538-00-95-4835 Richardson Road from R15 Residential to Residential Agricultural

- i. Staff Report - Mr. Michael Harvey, a contracted, Certified Planner with N-Focus, gave a staff report to the Board of Commissioners about the re-zoning request being presented to them. He reminded the Board that their only decision at this time should be whether they want to allow for the creation of zone RA within the said area that is being requested. He told them that the applicants who are requesting the rezoning are present and will plead their request to the Board during the Public Hearing. *NOTE: a full copy of the report was attached to the agenda packet and is on file at the Town Hall.*
- ii. Motion, second and vote to open the legislative hearing-
Commissioner Covington made a motion to open the public hearing. Commissioner Richardson seconded the motion. Motion carried unanimously.
- iii. Presentation of Request by Applicant-
Applicants John Thomas and David Contoni, aka Sons and Waters LLC, spoke to the Board about their desire to create a 102 acre RV resort on the proposed land at 159 Richardson Road, Mount Gilead, NC. They are requesting that the Board consider this re-zoning request to move the zoning to RA which will allow for this resort. The applicants presented a display board with their request to give a better understanding of exactly what the applicants are proposing on this land. *NOTE: a full copy of the request was attached to the agenda packet and is on file at the Town Hall.*
- iv. Public Comments-
Ms. Eloise Haithcock – Hydro Road, Mount Gilead – Ms. Haithcock spoke about the concern she had about this RV Resort coming to her neighborhood. She says she has so much trouble already with ATV's and four wheelers and people riding up and down the power lines causing trouble. She's concerned that adding an RV Resort will create even more trouble and chaos in her neighborhood. She stated that the Police can't even handle the crime, the noise and enforcing the law now and asked the Board if they had thought about this.
Ms. Mary Griggs, Hydro Road, Mount Gilead – Ms. Griggs wanted to commend the Town for embracing our natural beauty and she thinks this RV resort is a great idea but she asked the question "Why this location?" She stated that it is not close to the lake and it's going to create a tremendous amount of traffic in that area. She doesn't want to see another Twin Harbor that causes so much trash, noise and trouble.
Mr. George Knight, Hwy. 109 North, Mount Gilead -- Mr. Knight spoke to the Board about "poor old Mount Gilead". He asked the Board how they are going to allow people to come in to our Town and create a "trailer park" when we won't even allow elderly residents (referring to Ms. Mariella Leake in the audience) in our own town to put a mobile home on her lot. He told the Board that it is a shame that we would even consider allowing this. He also reminded the Board that the people in the audience were the ones who elected this Board to their seats, and they need to remember they are the ones they are representing and not people coming in from out of town.
- v. Motion to Close the Legislative Hearing-
Commissioner Richardson made a motion to close the public hearing. Commissioner Covington seconded the motion. Motion carried unanimously and the public hearing was closed.

- vi. Motion, second, and vote to approve or deny request based on Statement of Consistency and Reasonableness with Land Use Plan and if the request is in or not in the public interest -
 - After discussions with the Planner and the applicants, Commissioner Covington made a motion to approve the rezoning request from R15 to RA based on Statement of Consistency and Reasonableness with the Town's Land Use Plan and that the rezoning is in the best interest of the public. Commissioner Lucas seconded the motion. Rezoning request was unanimously approved.

B. 2023 Sanitary Improvements – WWTP, Lift Station #6, Town Sewer Improvements

- i. Professional Engineering Services Agreement
 - Mr. Rob McIntyre, Engineer with LKC Engineering Services presented the written agreement for upgrades/improvements to the WWTP and Lift Station #6. Commissioner Richardson made a motion to approve the service(s) agreement. Commissioner Lucas seconded the motion. Motion carried unanimously.

C. Montgomery County Schools – Presentation

Establishing a School Resource Officer Position at MG Elem. School

- i. Discussion and Approval of SRO Position
 - Dr. Tracy Grit and Mr. Dale Ellis, with Montgomery County Schools spoke to the Board about a grant that has been awarded to the County to place School Resource Officers (SRO) in each elementary school in the County. Mount Gilead will be the first to get this grant if the Town approves this position. The grant is for two years and MCS anticipates that it will be an ongoing position going forward. The school system has already worked with Town staff and estimated the cost(s) associated with this position and MCS will be supplementing the SRO position salary. Commissioner Richardson made a motion to approve establishing a School Resource Officer (SRO) position at Mount Gilead Elementary School. Commissioner Lucas seconded the motion. Motion carried unanimously.

D. Approval of Agreement with 120 Water for Lead/Copper Compliance Services

In the January Board meeting, Public Works Director Daniel Medley spoke about a mandatory lead piping inventory that has been mandated to every municipality in North Carolina. A representative from a company named 120Water spoke about the process(es) of completing these inventories and if the Board would like to proceed with this, he would propose a cost estimate to complete. Public Works Director, Daniel Medley presented this agreement to the Board for approval. Commissioner Covington made a motion to approve the agreement from 120Water to compete the lead/copper compliance services. Mayor Pro Tem McAuley seconded the motion. Motion carried unanimously.

E. Budget Amendment BA2023-02-07-01

Town Clerk/Finance Officer, Amy Roberts presented BA2023-02-07-01 to the Board for approval. This amendment is needed to reconcile the revenue and expense budgets to account for a reimbursement check of \$47,470.51 from Mohawk, Inc. for upgrades to lift stations #1, 2 and 4 as part of the agreement for the town to start taking their waste. Mayor Pro Tem McAuley made a motion to approve this budget amendment. Commissioner Richardson seconded the motion. BA2023-02-07-01 was unanimously approved.

F. Budget Amendment BA2023-02-07-02

Town Clerk/Finance Officer, Amy Roberts presented BA2023-02-07-02 to the Board for approval. This amendment is needed to account for the cost(s) of the mandatory lead/copper compliance services. Commissioner Richardson made a motion to approve this budget amendment. Commissioner Covington seconded the motion. BA2023-02-07-02 was unanimously approved.

G. Budget Amendment BA2023-02-07-03

Town Clerk/Finance Officer, Amy Roberts presented BA2023-02-07-03 to the Board for approval. This amendment is needed to pay for the already approved Kitchen/Community Room renovations at the Mount Gilead Fire Department. Mayor Pro Tem McAuley made a motion to approve this budget amendment. Commissioner Richardson seconded the motion. BA2023-02-07-03 was unanimously approved.

H. Addition of ACH Insufficient Funds Fee to the Fee Schedule

Town Clerk/Finance Officer explained that with the introduction of online and ACH utility payments and services, the Town is experiencing NSF and insufficient funds fees from Invoice Cloud just as if it were a returned check. This request was for the addition of the words on the fee schedule to "RETURNED CHECK/INSUFFICIENT FUNDS FEE" so that the Town may pass along this fee to the customer when and if this situation arises. Commissioner Lucas made a motion to add this wording to the Fee Schedule. Commissioner Covington seconded the motion. Motion carried unanimously.

I. Proposal of Cost Benefit Analysis of Potential Satellite Annexation

Interim Town Manager Ray Allen presented a proposal from the Piedmont Triangle Regional Council (PTRC) to help the Town do a thorough analysis of the potential satellite annexation of the future development site at Lake Tillery. He feels this is a necessary procedure that needs to happen sooner rather than later so that we, as a Town, will have a better understanding on how to proceed with this development. Commissioner Covington made a motion to adopt this agreement from the PTRC. Commissioner Richardson seconded the motion. Motion carried unanimously.

ITEM VII. COMMITTEE REPORTS

A. Community Appearance Tree Board

Ms. Patsi Laracuate, Chairman of the CATb presented her monthly report to the Board. She presented pictures of several area sidewalks in town that are in need of repair. The committee recommended that the Board address these issues and consider budgeting towards repairing these issues. She also stated that one of the topics of discussion among the group was revamping or possibly exploring purchasing new signage for the Town entryways. She asked the Board about their feelings concerning this because she was aware that there was some history about the Town's current signs and she didn't want to create an issue. She proposed that the committee create a survey that can provide some feedback about this from the towns people.

Recommendations were also made for the Town to send out information about the Façade grant as funds are still available. She also noted that Mr. Shaun Welland has resigned from the committee because of lack of time and availability to commit.

NOTE: The full report is available on file at Town Hall and was attached to the agenda packet.

Commissioner Covington stated that the Board had worked with Public Works Director, Daniel Medley previously and created a priority list for the Public Works Department to work on. She stated that the repair(s) to the sidewalks were on this list. Medley spoke up and said that they are currently working through this list as time and finances allow.

B. Parks and Rec Committee

i. Approval of Member Application – Laracuate

Ms. Patsi Laracuate has requested to become a member of the Parks and Recreation Committee and submitted her application for approval. Commissioner Covington made a motion to approve the application. Commissioner Richardson seconded the motion. The application was unanimously approved.

ITEM VIII. STAFF REPORTS

Staff reports were presented by Police Chief Talmedge Legrand, Public Works Director Daniel Medley, Fire Chief Keith Byrd and Interim Town Manager Ray Allen and were attached to the Board packets. These reports are available for public inspection in the Town Clerk's office and on the Town website.

ITEM IX. MAYOR AND COMMISSIONERS REPORT

Commissioner Richardson told about a Black History Program that will be held February 25 at 5 p.m. at Highland Community Center. The program will include a play and a meal.

ITEM X.

CLOSED SESSION – (Pursuant to NCGS 143-318.11 (a) (3) – Attorney Client Privilege)

Commissioner Richardson made a motion to go into Closed Session. Commissioner Covington seconded the motion. Motion carried unanimously.


Commissioner Richardson made a motion to return to open session. Mayor Pro Tem McAuley seconded the motion. Motion carried unanimously.

At the suggestion of the contracted Planner Mr. Michael Harvey, the Board requested that he explore options for adding an overlay district within zone (R15) to allow for manufactured homes to be placed within the area of Forest Hill Village Road.

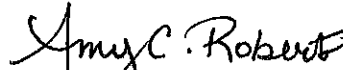
ITEM XI.

ADJOURNMENT

With no more Board business, Commissioner Richardson made a motion to adjourn the meeting. Commissioner Covington seconded the motion. The meeting was unanimously adjourned at 9:15 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
February 7, 2023**

The Mount Gilead Board of Commissioners will meet on Tuesday, February 7, 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 1-4) (Action)
A. January 3, 2023 Regular Meeting Minutes
B. January 17, 2023 Special Called Meeting Minutes

ITEM IV. PUBLIC COMMENT (Interim Town Manager Ray Allen)
Reading of the Rules for Public Comment

Regular Meetings of the Mount Gilead Board of Commissioners typically include a segment dedicated to public comment. The purpose of this time is for members of the community and the public to make their views known directly to the Town Board. To ensure a fair proceeding for all who wish to speak, please do so from the podium for accurate record of testimony. Also, please note that speaking out of turn from the audience is not permitted. This is a public comment session and not a public debate. If a comment requires a response from any member of the Board or Staff, a follow up response will be given during the Department or Commissioner Reports or at the next business meeting, whichever is most feasible. Each person has three minutes to speak and groups of people speaking on a common subject should have one spokesperson for the group. No inflammatory or immaterial testimony will be allowed. Irate or irrational comments will not be permitted and could lead to the removal of the citizen from the meeting. A full listing of all Public Comment Rules is available on the public information table at each meeting.

ITEM VI. OLD BUSINESS

ITEM VII. NEW BUSINESS (pages 5-57)

- A. Public Legislative Hearing – CASE RZ12-2022 – Zoning Map Amendment for Parcel ID: 6538-00-95-4835 Richardson Road from R15 Residential to Residential Agricultural
 - i. Staff Report **(Michael Harvey-NFocus)**
 - ii. Motion, second and vote to open the legislative hearing **(Action)**
 - iii. Presentation of Request by Applicant **(Applicants)**
 - iv. Public Comments
 - v. Motion to Close the Legislative Hearing **(Action)**
 - vi. Deliberations by Board of Commissioners
 - vii. Motion, second, and vote to approve or deny request based on Statement of Consistency and Reasonableness with Land Use Plan and if the request is in or not in the public interest **(Action)**
- B. 2023 Sanitary Improvements – WWTP, Lift Station #6, Town Sewer Improvements
 - i. Professional Engineering Services Agreement **(Rob McIntyre-LKC) (Action)**
- C. Montgomery County Schools – Presentation
 - Establishing a School Resource Officer Position at MG Elem. School **(Dr. Tracy Grit, MCS)**
 - i. Discussion and Approval of SRO Position **(Action)**
- D. Approval of Agreement with 120 Water for Lead/Copper Compliance Services **(Action)**
- E. Budget Amendment BA2023-02-07-01 **(Action)**
- F. Budget Amendment BA2023-02-07-02 **(Action)**
- G. Budget Amendment BA2023-02-07-03 **(Action)**
- H. Addition of ACH Insufficient Funds Fee to the Fee Schedule **(Action)**

- ITEM VII. COMMITTEE REPORTS (pages 58-59)** **(Patsi Laracuente, Chairman)**
- A. Community Appearance Tree Board **(Action)**
 - B. Parks and Rec Committee
 - i. Approval of Member Application - Laracuente
- ITEM VIII. STAFF REPORTS (pages 60-78)** **(Information)**
- A. Public Works – Public Works Director Daniel Medley
 - B. Police Department – Chief Talmedge Legrand
 - C. Fire Department – Chief Keith Byrd
 - D. Interim Town Manager – Ray Allen
 - E. Code Enforcement Report
- ITEM IX. MAYOR AND COMMISSIONERS REPORT** **(Information)**
- ITEM X. ADJOURNMENT** **(Action)**



TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS MEETING MINUTES

January 3, 2023

The Mount Gilead Board of Commissioners met on Tuesday, January 3, 2023, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Drive, 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 Town Manager Bill Zell, Town Clerk Amy Roberts, Police Assistant Chief Austen Morton, Fire Chief Keith Byrd and Public Works Director Daniel Medley. Absent was Police Chief Talmedge Legrand.

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

ITEM I. ADOPTION OF THE AGENDA

Commissioner Covington made a motion to adopt the agenda for January 3, 2023. Commissioner Richardson seconded the motion. Motion carried unanimously.

ITEM II. APPROVAL OF THE MINUTES

A. December 6, 2022, Regular Meeting Minutes

Commissioner Covington made a motion to adopt the December 6, 2022, regular meeting minutes. Commissioner Lucas seconded the motion. Motion carried unanimously.

ITEM III. PUBLIC COMMENT

- Mr. Johnny Greene – Washington Park Rd., Mt. Gilead – Mr. Greene wanted to thank the members of the Concerned Citizens for all their help with delivery of some fruit baskets. He invited the public to join their meetings which is always the second Thursday of every month at the Fire Station at 7 p.m. He stressed the need for our community to come together.
- Mr. Jimmy Deaton, Stanback St., Mt. Gilead – Mr. Deaton addressed the Board about two homes that are being built beside his residence. He says the construction company is making a huge mess and is upset about the mud being left on the road and asked if there wasn't something that the Town could do. He stressed to the Board members that if they haven't been by there, they should ride by and look for themselves. He took several pictures of the mess that was passed around to the Board. **NOTE:** *The clerk kept a copy of the pictures and has filed them with the January 3, 2023, agenda packet.*
- Ms. Patricia Lilly, Pleasant Valley Rd. Mt. Gilead – Ms. Lilly asked if the Town could place some NO LITTERING signs at the end of Pleasant Valley Road. The litter is so b on her road. She said that the sidewalks are torn up and she would like some help fixing all the issues in her neighborhood.
- Ms. Patsi Laracuate, Stanback St. Mt. Gilead – Ms. Laracuate reiterated about the mess the construction company was making around the residence of Mr. Jimmy Deaton and said that this affects all of us and the Board members should really go take a look for themselves. She also stated that the agenda packet was not posted online quick enough and that there is a lack of communication between Town Hall, the Board, and the public. She stated that she has been trying to find out if the Gathering Garden was supposed to be under the Community Appearance Board (CATb) or if they were their own entity. She stated that she would like to have clarification so she will know how to move forward with the CATb. She asked if the Board could get clarification for her. Town Clerk Amy Roberts told her she would speak with Mary Poplin, who is over the Community Garden, and get clarification for Ms. Laracuate as soon as possible.

ITEM IV. OLD BUSINESS

- A. Approval of RFQ – Engineering Firm – Sewer System Improvements
Interim Manager Zell stated that out of all RFQ’s sent out (5), LKC Engineering was the only firm to send in a quote for the WTP and sewer system upgrades. He stressed to the Board that he felt like they should approve LKC so that we can move forward in this process. Commissioner Richardson made a motion to accept LKC’s proposal. Mayor Pro Tem McAuley seconded the motion. Motion carried unanimously.

ITEM V. NEW BUSINESS

- A. Budget Amendments BA23-0103-01 through BA23-0103-04 were submitted for approval. These budget amendments were to account for donations received for Shop with a Cop and Cookout with a cop. New g/l line items were created to account for donations going forward for all Police and Community event donations. Mayor Pro Tem McAuley made one motion to approve all four budget amendments with a second from Commissioner Richardson. Motion carried unanimously.
- B. Resolutions 23-01-03-01 through 23-01-03 were presented as part of the acceptance of ARPA funds. The resolutions were Amendment to the Finance Policies, Record Retention Policy and a Non-Discrimination policy and are required before any ARPA funds can be dispensed. Commissioner Richardson made one motion to adopt all three resolutions. Commissioner Covington seconded the motion. Motion carried unanimously.

ITEM VI. COMMITTEE REPORTS

- A. Community Appearance Tree Board
Ms. Patsi Laracuenta, President of the CATb gave an update to the Board. She stated that the committee has decided to start meeting twice a month, once in person and once via zoom.
A new CATb membership application from Mr. Tim Patterson was presented to the Board for approval. Commissioner Richardson made a motion to approve the application. Commissioner Covington seconded the motion. Motion carried unanimously.
- B. New Town Manager Hiring Committee
As part of the Town’s approved process of selecting a new Town Manager, the Board must select two board members, two staff members (interim manager and clerk), and two members of the general public to serve on the committee. The Board received 4 applications from citizens to serve on this committee. At the beginning of the meeting, the Board members were given a ballot with each committee candidate’s name on it as well as each Commissioner’s name. Interim Manager Zell collected the ballots and tallied them. The Board chose Ms. Laura Anderson and Ms. Stephanie Welland to serve on this committee from the public, and Mayor Pro Tem McAuley and Commissioner Covington to serve from the Board. The Board chose Kyle Poplin to serve as Alternate in the event that either of the committee members from the Public could not fulfill their duties.

ITEM VII. STAFF REPORTS

Staff reports were given by *Mr. Daniel Medley, Public Works Director, Mr. Austen Morton, Assistant Police Chief and Mr. Keith Byrd, Fire Chief and *Mr. Bill Zell, Interim Town Manager and were attached to the Board packets. Reports are on file in the Clerk’s office and available for public viewing.

*Mr. Daniel Medley, Public Works Director, introduced Mr. Brenden Klenke, a representative with a company named 120 Water, who presented a proposal to help the Town fulfill a mandatory action required notice that came from NC Department of Environmental Quality which is requiring all Towns and counties to get a service line inventory from each water customer for the Town of Mount Gilead to check for lead levels within the piping. A copy of this proposal and the legal NOTICE are also available within the Public Works monthly report. A quote for services was requested by the Board and will be presented at the February Board meeting.

*Mr. Bill Zell, Interim Town Manager, introduced a contract to the Board from N-Focus, who is a company designed to help municipalities and counties with Planning and Zoning. Mr. Zell stressed the importance of having a professional who specializes in Planning to help with the upcoming requests for re-zoning to add an RV resort. The town currently doesn't have zoning that allows for this type of resort and the Planning Board has recommended that we move forward with allowing this rezoning request and create a new Zoning code of RA. Commissioner Richardson made a motion to approve the contract for N-Focus with a second from Commissioner Covington. Contract was unanimously approved.

ITEM VIII. MAYOR AND COMMISSIONERS REPORT

Commissioner Richardson said she would like to thank everyone who hosted and supported the Highland Community Center annual Banquet. Commissioner Richardson asked where we stand with the redevelopment of the Parks and Recreation Committee. Town Clerk Amy Roberts stated that all members of the previous committee have stressed interest in remaining on the committee and there was only one new membership request after posting it for a month. That application will come before the Board at the February meeting for approval. The Board will plan to have its first meeting in March, where new officers will be named.

ITEM IX. ADJOURNMENT

With no more Board business, Commissioner Covington made a motion to adjourn the meeting. Commissioner Lucas seconded the motion at the meeting was unanimously adjourned at 8:42 p.m.

Beverly A. Harris, Mayor

Amy C. Roberts, CMC, Town Clerk



TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS SPECIAL MEETING MINUTES

110 West Allenton Street, Mount Gilead, North Carolina, 27306
January 17, 2023

The Mount Gilead Board of Commissioners met at 7:00 p.m. on Tuesday, January 17, 2023, at Mount Gilead Library, 111 W. Allenton St., Mount Gilead, North Carolina for a Special Called meeting. Present were Mayor Beverly Harris, Mayor Pro Tem Tim McAuley, Commissioners Paula Covington, Mary Lucas, and Vera Richardson, Interim Manager Bill Zell, and Town Clerk Amy Roberts.

Mayor Harris called the Special Called Meeting to order at 7:00 p.m. with a moment of silence and the Pledge of Allegiance.

ITEM I. ADOPTION OF AGENDA

Commissioner Lucas made a motion to adopt the agenda. Commissioner Covington seconded the motion. The agenda was unanimously adopted.

ITEM II. CLOSED SESSION - NCGS 143-318.11 (6) (a) – Personnel

A. Motion to Close

Commissioner Lucas made a motion to go in to closed session with a second from Mayor Pro Tem McAuley. Motion carried unanimously.

B. Discussion of New Interim Manager Contract and Terms

C. Return to Open Session

After much discussion with proposed new Interim Manager, Ray Allen and current Interim Manager Mr. Bill Zell, Mayor Pro Tem McAuley made a motion to return to open session with a second from Commissioner Lucas. Motion carried unanimously.

ITEM III. APPROVAL OF INTERIM MANAGER CONTRACT – Mr. Ray Allen

Commissioner Richardson made a motion to approve the Employment contract as written for Mr. Ray Allen to begin work as the Town's Interim Manager beginning on Monday, January 23, 2023. Commissioner Lucas seconded the motion. Motion carried unanimously. Mr. Allen will continue as Interim Manager for 60 days or through the end of March, 2023 when either Mr. Bill Zell returns from an extended leave or a new permanent Town Manager is hired, whichever date comes first.

ITEM III. ADJOURNMENT

With no more Board business, Mayor Pro Tem McAuley made a motion to adjourn the meeting. Commissioner Richardson seconded the motion. Motion carried unanimously and the meeting was adjourned at 8:25 p.m.

Beverly A. Harris, Mayor

Amy C. Roberts, CMC, Town Clerk

MOUNT GILEAD TOWN COUNCIL
LEGISLATIVE HEARING - ACTION ITEM ABSTRACT

Meeting Date: February 7, 2023

Agenda Item:

SUBJECT: LEGISLATIVE HEARING – CASE RZ12-2002: Zoning Map Amendment for 102-acre parcel off Richardson Road (PIN 6538-00-95-4835)	
DEPARTMENT: Town Manager and Planning Department	
ATTACHMENTS: <ol style="list-style-type: none">1. Application Package2. Vicinity Map3. Planning Board Signed Statement of Consistency4. Statement of Advertisement5. Statement of Consistency and Reasonableness	CONTACTS: Ray Allen, Interim Town Manager: (910) 439-6687

PURPOSE: To hold a legislative hearing to accept the Planning Board recommendation, applicant, staff, and public comments, and act on a Zoning Map Amendment in accordance with the provisions of Section 10.5 *Amendments* of the Mount Gilead Zoning Ordinance (hereafter ‘Ordinance’).

BACKGROUND: The basic facts of the application are as follows:

Owner/Applicant: John Thomas and David Contoni
a.k.a. Sons and Waters LLC
194 Timberlake Ct
Mt Gilead, NC 27306

Hereafter ‘the Applicant’.

STAFF COMMENT: Staff verified the property changed hands in November/December of 2022 and that Montgomery County GIS tax records have not yet been updated with the new property owner information.

Location: 159 Richardson Road (please refer to Attachment 2 for a Vicinity Map of the subject property).

Parcel Information:

- a. **Parcel Identification Number (PIN):** 6538-00-95-4835;
- b. **Size of Parcel:** Approximately 102.72 acres;

- c. **Current Zoning of Parcel:** Low/Moderate Density Single-Family Residential District (R-15) general use zoning;
- d. **Future Land Use Map Designation:** Sector 2 – Rural Reserved Lands;
- e. **Existing Conditions/Physical Features:** The parcel is undeveloped with varying topography/grade changes throughout and a water feature (i.e., Clark’s Creek) along the eastern property line. The parcel is encumbered by Special Flood Hazard Area (i.e., floodplain) along the eastern property line as denoted on Flood Insurance Rate Maps (FIRM) 3710658300K Panel 6583 and 3710659300J Panel 6593. The base flood elevation for the property ranges from 235.9 ft. to 243.6 ft.
- f. **Roads/Access:** The parcel has frontage along Richardson Road, Hydro Road, and Lilly’s Bridge Road.
- g. The parcel is located within the Town’s extraterritorial jurisdictional (ETJ) boundary (i.e., the property is subject to local land use controls but is not subject to local property taxes).

Surrounding Land Uses:

- a. **NORTH:** Single-family residences; Richardson Road; undeveloped properties zoned R-15.
- b. **SOUTH:** Lilly’s Bridge Road; undeveloped industrially zoned property (only a portion of the parcel is in the Town’s planning jurisdiction), undeveloped parcels zoned R-15.
- c. **EAST:** Clark’s Creek/floodplain, 276-acre parcel with residential land use zoned R-15.
- d. **WEST:** Lilly’s Bridge Road and Town planning limits.

Hereafter ‘the Property’.

PROPOSAL: The Applicant is proposing to rezone the property:

FROM: Low/Moderate Density Single-Family Residential District (R-15)

TO: Residential Agricultural (R-A)

Please refer to Attachment 1 for a copy of the Applicant’s request.

Per Article 4 of the Ordinance, the overall purpose/intent of the districts are defined as:

- The R-15 general use district is primarily intended to: ... *provide land for low to moderate density single-family detached dwellings with an overall maximum density between two (2) and three (3) dwelling units per acre. Public facilities, including public water and sewer and public roads are generally available.*

Residential developments dependent upon septic tank systems for sewage disposal will occur at sufficiently low densities to insure a healthful environment.

- *The RA general use district is primarily intended to: ... provide land for low density single-family residential and agricultural uses. The regulations of this district are intended to protect the agricultural sections of the community from an influx of uses likely to render them undesirable for farms and future development, and to ensure that residential developments dependent upon private wells and septic tank systems for sewage disposal will occur at sufficiently low densities to insure a healthful environment.*

Per Section 4.4 *Dimensional Requirements* of the Ordinance, the districts have the following dimensional requirements:

	Minimum Lot Size	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Max Building Height
R-15	15,000 to 20,000 sq.ft.	100	35	12	30	35
RA	40,000 sq.ft.	100	40	15	30	35

NOTE(s):

1. The minimum lot area is, ultimately, based on the need to support on-site septic and may be increased to accommodate wastewater needs as determined by the Montgomery County Health Department.
2. Within both districts, residences with accessory dwelling units are required to have 150% of the minimum lot area required for one (1) dwelling unit.

ORDINANCE REQUIREMENTS: Per Section 10.5 of the Ordinance:

1. Any amendment to the Official Zoning Map may be initiated by the property owner, their agent (with property owner permission), or a third-party with the explicit approval of the property owner. As a reminder, State law and local regulations prohibit the downzoning of property by a third party.

STAFF COMMENT: This request constitutes a downzoning, specifically the overall potential for development of the property is reduced by rezoning from R-15 to RA as the required minimum lot size is increased. As the Applicant is the owner of the property, this is not an issue.

2. The request is reviewed by the Planning Board, who make a recommendation to the Town Board.
3. Per Section 10.5 (l) of the Ordinance, when making its recommendation the Planning Board is required to consider the following:
 - a. *Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.*

- b. *Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.*
- c. *The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.*
- d. *Whether the proposed reclassification will adversely affect a known archaeological, environmental, historical, or cultural resource.*

STAFF COMMENT: As part of their application submittal, the Applicant responded to these questions. Please refer to Attachment 1 for more information.

- 4. The request is reviewed by the Town Board in a previously advertised Legislative Hearing in accordance with Section 10.5 of the Ordinance. Attachment 4 contains a statement from staff attesting all advertising requirements for the hearing were met.

STAFF COMMENT(S):

- A. Staff determined the application is consistent with established submittal requirements per Section 10.5 of the Ordinance and formally accepted same for processing.
- B. The Applicant provided a very detailed synopsis of ‘what’ their intention is related to the future development of the Property. This information has no bearing on the Board’s deliberation with respect to acting on the requested Zoning Map amendment.

Per Section 10.5 (I) (4) of the Ordinance:

When considering a petition to reclassify property to a general use district, the Planning Board and the Town Board shall not evaluate the petition based on any specific proposal for the use of the property or design of the site.

This information is not relevant. The Board is charged with basing its decision to approve or deny the request based on the request’s consistency with the adopted Comprehensive Plan.

- C. If rezoned, the property can be developed to any land use permitted within the RA general use zoning district consistent with Section 4.5 *Table of Permitted Uses* of the Ordinance.
- D. Per applicable State law, the Town cannot impose conditions on a general use rezoning request. It is a simple up or down vote based on the request’s compliance with the Comprehensive Land Use Plan and applicable provisions of the Ordinance.

Conversely, the applicant cannot offer to 'self-impose' conditions to secure approval of a rezoning approval. This is unenforceable.

- E. As previously indicated herein, the Property is located within *Sector 2 – Rural Reserved Lands* land use category. Per the adopted Land Use Plan, this land use category is defined as follows:

Sector 2 is comprised of wetlands, environmentally sensitive areas, significant natural heritage areas, sensitive habitat areas, and high-quality agricultural lands that should be targeted for farmland preservation or general conservation.

Sector 2 classification also allows for limited development of low-density single family residential. This area should not be targeted for expansion of public or private water and sewer infrastructure. Some areas located within Sector 2 zones could ultimately transition into Sector 1 by expanding public lands and preserving highly sensitive natural resources and riparian areas.

The preservation of environmentally significant rural areas accomplishes many planning goals:

- » *It discourages sprawl by focusing new growth in and around existing developed areas.*
- » *It plays an important role in natural resource protection. » It promotes fiscal stewardship by encouraging growth within the municipality for a more efficient use of public facilities and existing infrastructure.*

Appropriate Land Uses and Development Types:

- » *Public water access and related amenities*
- » *Parks & Greenways*
- » *Forestry*
- » *Cultivated farm and timberland with accessory agricultural structures; low intensity agritourism*
- » *Very Low-density single family rural-residential that maintains preservation of open space and natural landscapes.*

The Town Board will ultimately have to determine if the request to rezone the parcel to 'RA' is consistent with the provisions of the Comprehensive Plan.

- F. Presuming the rezoning request is approved, the Applicant can submit a Special Use Permit application package proposing the development of a '*Recreational Vehicle Park and Campground*' consistent with the requirements/standards of Section 10.4 of the Ordinance.

Approval of the rezoning request, however, does not mean any submitted Special Use Permit request will have a positive and/or favorable outcome. These are separate processes having no relationship to one another.

PLANNING BOARD RECOMMENDATION: At its January 17, 2023 regular meeting, the Board voted **unanimously** to **recommend approval** of the requested Zoning Map Amendment adopting a Statement of Consistency and Reasonableness finding that:

1. Nothing in the adopted Land Use Plan prevented the R-A general use zoning district from being located within the *Rural Reserved Lands* land use category.
2. The Land Use Plan established general development goals/strategies/vision statements supporting this request, including:
 - a. Our Town Vision Statement: *will support a diverse economy that encourages the growth of traditional sectors and existing business while fostering new opportunities for nature-based recreation tourism, small business growth, and emerging tech & green industries.*
 - b. Our Town Vision Statement: *balance coordinated growth with preservation of our historic character, rural heritage, and natural resources.*
 - c. Economic Prosperity Goal - Goal 2 - *Leverage natural resources for outdoor recreation and agritourism.*
3. The Planning Board determined the request is reasonable and in the public interest as development patterns in the Low/Moderate Density Single-Family Residential District (R-15) and the Rural Agricultural (R-A) are compatible. Rezoning the property allows for lower intensity development than the current zoning designation and allows for additional recreational and agritourism activities as permitted land uses consistent with the *Rural Reserved Lands* Land Use Category as defined in the adopted Land Use Plan.
 - a. The Planning Board determined there was not an inconsistency with current development patterns in the area and the proposed rezoning. Specifically, land uses permitted within the R-A general use zoning district are comparable to existing development and complement what is permitted within the R-15 general use zoning district.

Please refer to [Attachment 3](#) for a copy of the Board's signed Statement of Consistency and Reasonableness.

RECOMMENDATION: The Manager recommends the Board:

1. Receive the Staff report and accept the Planning Board recommendation on the Zoning Map Amendment.
2. Open the Legislative Hering to receive Applicant and Public Comment(s).

3. Once questions have been asked by Board members, and all public comments have been received, close the Legislative Hearing.
4. Deliberate and act on the request as follows:
 - a. Board member making a motion, with a second, and voting on the sample Statement of Consistency and Reasonableness finding the request **is compliant** with the Land Use Plan and **is in** the public interest to approve the Zoning Map amendment as requested by the applicant; OR
 - b. Board member making a motion, with a second, and voting on the sample Statement of Consistency and Reasonableness finding the request **is not compliant** with the Land Use Plan and **is not in** the public interest to deny the Zoning Map amendment request.

Sample Statement of Consistency and Reasonableness for approval and/or denial are contained in Attachment 5.

TOWN OF MOUNT GILEAD

Town Hall: 910-439-5111

email: manager@mtgileadnc.com

ZONING MAP AMENDMENT - APPLICATION

ALL sections of this application MUST be filled out, or will be deemed incomplete and rejected by the Planning & Inspections Department.

APPLICATION DATE : 12 / 18 / 22 LOCATION / ADDRESS : 159 Richardson Rd, Mt Gilead, 27306

PROPERTY OWNER : Sons And Waters, LLC

John - (603) 738-6383

Phone Number : David - (804) 432-3294 Email Address : admin@sonsandwaters.com

APPLICANT : John Thomas & David Cotoni (Sons And Waters, LLC)

John - (603) 738-6383

Phone Number : David - (804) 432-3294 Email Address : admin@sonsandwaters.com

Status of Applicant : Property Owner Developer Legal Representative Other : _____

PARCEL IDs (list all applicable) : 6583 00 95 4835

TOTAL NUMBER OF PARCELS : 1 REQUIRED SURVEY PROVIDED : Yes No

TOTAL ACREAGE : 102.72 EXISTING ZONING : R-15

EXISTING OVERLAY ZONING DISTRICT : Local Historic District (LHO) Watershed Overlay (WSO)

PROPOSED ZONING : R-A

PROPOSED CONDITIONAL ZONING : Yes No PROPOSED PLANNED DEVELOPMENT : Yes No

PROPOSED OVERLAY ZONING DISTRICT : Local Historic District (LHO) Watershed Overlay (WSO)

REASONING (List any proposed conditions) : _____

ASSOCIATED LAND USE PLAN AMENDMENT RECORD (ie CZ-20-01 or RZ-20-01) : _____

ACKNOWLEDGEMENT : I hereby certify that all information in this application is correct and all work will comply with the State Building Code and other applicable State and local laws, ordinances and regulations. The Planning & Inspections Department will be notified of any changes in the approved plans and specifications for the project permitted herein. I understand if this application is incomplete, a permit will not be issued and no inspections will be performed on the project. By signing below I attest that I have obtained all property owners permission and subcontractors permission to obtain these permits.

John Thomas & David Cotoni

APPLICANT NAME : (Sons And Waters, LLC) DATE : 12 / 18 / 22

APPLICANT SIGNATURE : 

John Thomas & David Cotoni

OWNER NAME : (Sons And Waters, LLC) DATE : 12 / 18 / 22

OWNER SIGNATURE : 

Minutes for the January 17, 2023, Planning Board meeting

The meeting was called to order by board chairman Devon Little at 5:30, board members present were Jessica Ingram, Mitchell Lucas, Lynn Smith, Jim Sharpe and Joyce Robinson. Member Edwina Martin was excused. Others present were Interim Town Manager Bill Zell, applicants John Thomas and David Catoni and citizen Chuck Routh.

The board members had received their information packets by email and had all read through the information regarding the rezoning. Several questions were asked of the applicants and when there were no more questions, board member Jim Sharpe made the following motion to approve:

I make a motion to recommend approval of the proposed zoning atlas amendment to the Town Council finding the request is consistent with the goals and policies adopted Town of Mount Gilead Comprehensive Plan.

As part of this motion, I recommend the adoption of the Statement of Consistency and Reasonableness contained in the Staff Report indicating the project is consistent with the adopted 2021 Comprehensive Plan, is in the public interest, and is reasonable as the request would:

- Allow for an overall lower intensity of development than the current zoning designation, specifically the proposed zoning designation requires a large minimum lot size, and
- There is little inconsistency with current development patterns in the area and the proposed rezoning, specifically the land uses permitted within the R-A general use zoning district are comparable to existing development in the area and compliment what is permitted within the R-15 general use zoning district.

The motion was seconded by Lynn Smith and the vote was unanimous in favor of the rezoning.

The meeting was then adjourned at 5:47.

(on town letterhead)

January 20, 2022

RE: NOTICE OF LEGISLATIVE HEARING BY TOWN BOARD OF MOUNT GILEAD TO REVIEW REZONING REQUEST

To Whom It May Concern:

On or about December 18, 2022 the Town of Mount Gilead received an application requesting to change the zoning of an approximately 102-acre parcel of property off Richardson Road:

From: Low/Moderate Density Single-Family Residential District (R-15)

To: Residential Agricultural (R-A)

in accordance with the provisions of Section 10.5 *Amendments* of the Town of Mount Gilead Zoning Ordinance (hereafter 'the Ordinance').

The purpose of this letter is to inform you that the Town of Mount Gilead Town Board has scheduled a Legislative Hearing to review this request for Tuesday, February 7, 2023 at 7:00 p.m. at 106 East Allenton Street (Mount Gilead Fire Department).

The parcel in question, further identified utilizing Montgomery County Parcel Identification Number (PIN) 6538-00-95-4835, is currently undeveloped and heavily wooded with varying topography/grade changes throughout and a water feature (i.e., Clark's Creek) along the eastern property line. The parcel has frontage along Richardson Road, Hydro Road, and Lilly's Bridge Road (hereafter 'the Property').

If approved, the property could be developed in accordance with the applicable standards, including allowable land uses, associated with the RA general use zoning district as denoted within the Ordinance.

In accordance with Section 10.5 (H) (1) of the Ordinance and NC General Statute 160D-602 (a), the Town is required to send notices of a Legislative Hearing via first class mail to all adjacent property owners at the *last address listed for such owners on the county tax abstracts*.

The Town has identified you as an 'adjacent property owner' to a property subject to a pending Legislative Hearing.

As an adjacent owner, you have the right to attend and comment on the proposed rezoning request. As previously indicated herein, the Town Board has scheduled a Legislative Hearing to review the rezoning request for:

Date: Tuesday February 7, 2023

Time: 7:00 p.m.

Location: Mount Gilead Fire Department – 106 East Allenton Street.

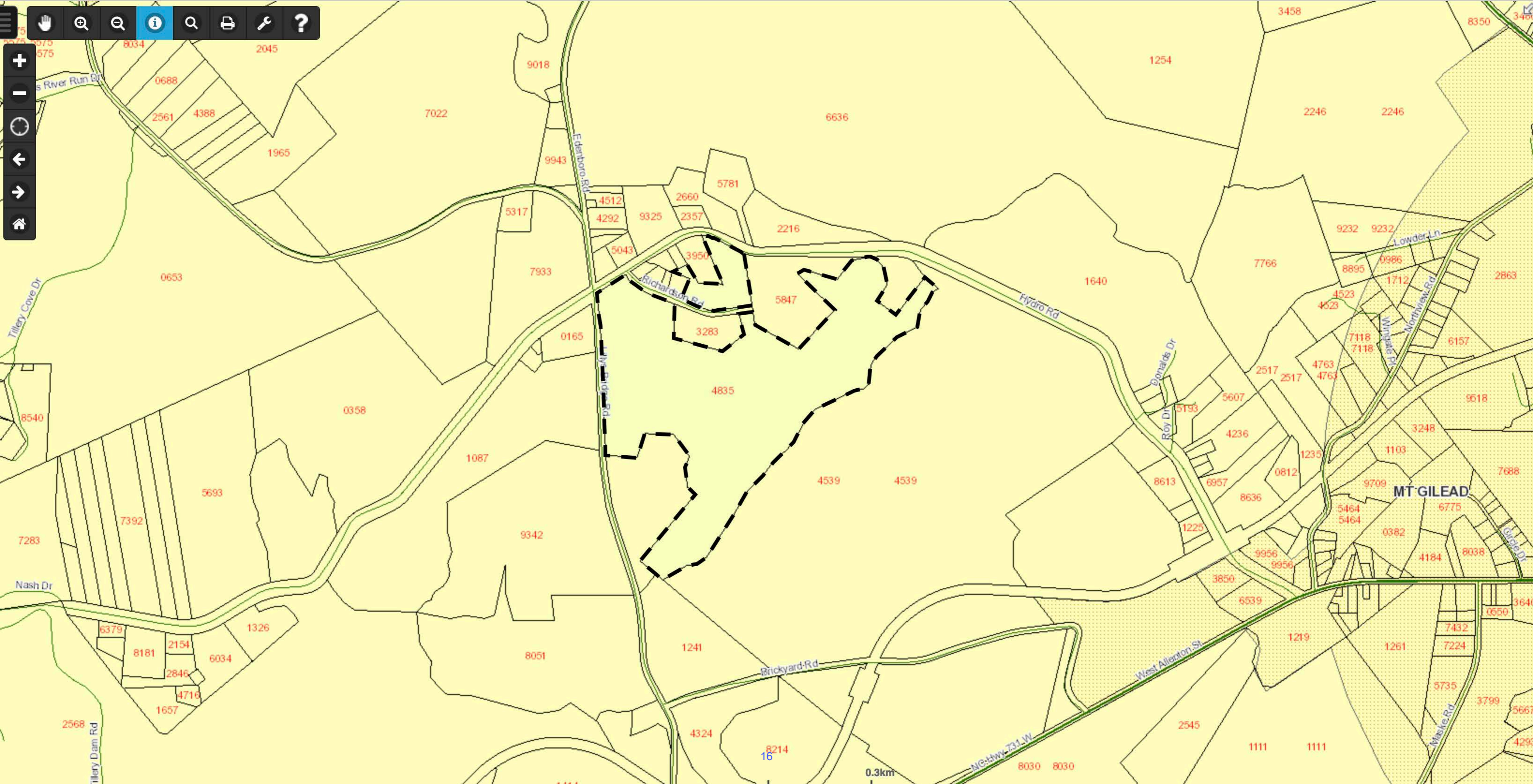
Action on this rezoning request will have no impact on current zoning or use of your property.

Agenda materials for the meeting are available at the Town of Mount Gilead Town Hall located at 110 W. Allenton Street and may be reviewed during normal business hours. Questions concerning this request can be directed to the Town Manager at (910) 439-6687.

Individuals with disabilities needing assistance, individuals having a request for an interpreter, or members of the public otherwise requiring assistance related to the Legislative Hearing are encouraged to Ms. Amy C. Roberts, NCCMC, the Town Clerk at (910) 210-0951.

Sincerely,

Bill Zell
Town Manager





TOWN OF MOUNT GILEAD

110 West Allenton Street, Mount Gilead, North Carolina, 27306

MEMORANDUM

DATE: February 7, 2023
TO: Mayor & Board of Commissioners
FROM: Ray Allen, Interim Town Manager
RE: Contract with LKC Engineering

.A copy of this proposed contract is enclosed in the agenda package. Rob McIntyre from LKC will be present at the meeting to present the contract and answer any questions that the Board may have. At the January 3 meeting the Board approved the Request for Qualifications submitted by LKC. This agreement will provide for engineering services for the \$3.5 million legislative appropriation from ARPA funds that the Town previously received and accepted.



**North Carolina Department of Environmental
Quality
Division of Water Infrastructure
Request for Funding
S.L. 2021-180 Appropriated Projects**



(Last updated: September 2021)

1. General Information

Recipient Name Town of Mt Gilead	County Montgomery	DUNS Number 781479639
Project Name Sewer System Improvements	Federal Tax ID # 56-6001294	PWSID # (Drinking Water only)
Recipient Type	Total Project Cost 3,500,000	Funding Amount Requested 3,500,000
<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> County <input type="checkbox"/> Water and Sewer District <input type="checkbox"/> Water and Sewer Authority	<input type="checkbox"/> Sanitary District <input type="checkbox"/> Other (Specify:)	

Project Type (Please select one. Submit multiple Requests for Funding if you have multiple project types).

- Drinking Water
- Wastewater
- Stormwater, stream restoration

Requested Funding Type (Please select one, See Appendix A)

- Viable Utilities Reserve – VUR Projects (S.L. 2021-180, Section 12.13.(d))
- Drinking Water Reserve and Wastewater Reserve – “At-Risk Projects” (S.L. 2021-180, Section 12.13.(e))
- Drinking Water Reserve and Wastewater Reserve – “Other Projects” (S.L. 2021-180, Section 12.13.(f))
- Stormwater Infrastructure Fund – Directed Projects (S.L. 2021-180, Section 12.14.(b))

List other funds that will be used in this project. Please list here the type of funds and the estimated funding amount.

Funding Requirements

I accept that all ARP project funds must be reimbursed by December 31, 2026.

To better ensure that the project will be completed by December 31, 2026, the following Bid and Design Package submittal date is requested (the requested date must be no later than January 1, 2023):

I accept that all projects receiving ten million dollars or more in ARP funding must comply with Davis-Bacon wage requirements.

I accept that the project funds will not be used to pay existing debt or as a match for other federal funds.


I accept that if the project is co-funded with other federal funds, the federal requirements of the other funds will also apply to the ARP funds.

2. Recipient Contact Information**Authorized Representative Name:** Beverly Harris**Authorized Representative Title:** Mayor**Mailing Address Line 1:** 110 West Allenton Street**Mailing Address Line 2:****City:** Mt Gilead**State:** NC**Zip Code:** 27306**Physical Address Line 1:** 110 West Allenton Street**Physical Address Line 2:****Physical Address City:** Mt Gilead**Physical Address State:** NC**Physical Address Zip Code:** 27306**Phone Number:** 910-439-5111**E-Mail Address:** bharris@mtgileadnc.com**3. Form Preparer Contact Information****Firm Name:** LKC Engineering, PLLC**Contact Name:** Rob McIntyre**Mailing Address Line 1:** 140 Aqua Shed Court**Mailing Address Line 2:****City:** Aberdeen**State:** NC**Zip Code:** 28315**Physical Address Line 1:** 140 Aqua Shed Court**Physical Address Line 2:****Physical Address City:** Aberdeen**Physical Address State:** NC**Physical Address Zip Code:** 28315**Phone Number:** 910-420-1437**E-Mail Address:** rob@lkcengineering.com**4. Engineer Contact Information**Is the engineering firm different from the preparer? Yes No**Engineering Firm Name:****Contact Name:****Mailing Address 1:****Mailing Address 2:****City:****State:****Zip Code:****Physical Address Line 1:****Physical Address Line 2:****Physical Address City:****Physical Address State:****Physical Address Zip Code:****Phone Number:****E-Mail Address:****5. Project Description**

The Town of Mount Gilead Sewer System Improvements project includes approximately 6,700 lf of new 8-inch gravity sewer; 4,000 lf of which will be extended to unserved areas within Town limits, and the remaining 2,700 replacing old and failing sewer lines. Additionally, the Proposed Sewer System Improvements include installing Deraggers on 3 lift stations that experience high volumes of debris, upgrades to the Wastewater Treatment Plant's Sludge Handling processes, and electrical and pump upgrades to LS#6 located on Lily's Bridge Road.

The proposed project will allow Mt Gilead to extend sewer service to residents inside Town limits, while enabling the Town to operate its sewer system more efficiently through the reduction debris and inflow/infiltration.

(OVER)

6. Project Budget			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
<u>Construction Costs</u>			
Deraggers	\$30,000.00		\$30,000.00
New 8" PVC Gravity Sewer	\$469,000.00		\$469,000.00
Rehab 8" PVC Gravity Sewer	\$380,000.00		\$380,000.00
Connect to Existing Manhole	\$47,000.00		\$47,000.00
New 4'0" Diameter Manhole	\$100,000.00		\$100,000.00
Rehab/Replace 4'0" Diameter Manhole	\$130,000.00		\$130,000.00
Connect Sewer Lateral to New Manhole	\$12,000.00		\$12,000.00
Stream Crossing	\$40,000.00		\$40,000.00
Rock Excavation	\$239,000.00		\$239,000.00
Select Backfill	\$98,000.00		\$98,000.00
Bypass Pumping for Rehabbing Manholes	\$90,000.00		\$90,000.00
Gravity Sewer Testing	\$31,000.00		\$31,000.00
Open Cut and Patch Asphalt	\$11,000.00		\$11,000.00
Compacted ABC (6" B25.0)	\$35,000.00		\$35,000.00
Intermediate Course (3" I19.0B)	\$58,000.00		\$58,000.00
Surface Course (2" S9.5A)	\$89,000.00		\$89,000.00
Abandon and Fill Existing Gravity Sewer	\$80,000.00		\$80,000.00
Erosion Control and Cleanup	\$90,000.00		\$90,000.00
Lily's Bridge Road LS#6 Upgrades	\$400,000.00		\$400,000.00
Sludge Handling Upgrades	\$395,000.00		\$395,000.00
<i>Contingency:</i>	\$279,000.00		\$279,000.00
<i>Construction Subtotal:</i>	<i>\$3,073,000.00</i>		<i>\$3,073,000.00</i>
<u>Engineering Costs</u>			
Engineering Design and Construction Management	\$380,000.00		\$380,000.00
Permitting	\$12,000.00		\$12,000.00
<i>Engineering Subtotal:</i>	<i>\$392,000.00</i>		<i>\$392,000.00</i>
<u>Administration Costs</u>			
Planning			
Easement Preparation	\$10,000		\$10,000
Grant Administration (if applicable)			
Loan Administration (if applicable)			
ER Preparation			
Environmental Documentation Preparation			
Legal Costs	\$15,000		\$15,000
Other (Geotechnical Investigation)	\$10,000		\$10,000
<i>Administration Subtotal:</i>	<i>\$33,000</i>		<i>\$33,000</i>
TOTAL PROJECT COST:	\$3,500,000		\$3,500,000
<p>A PE Seal for the estimate <i>must be provided</i> in the space to the right for the request to be considered complete.</p>			

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this Request for Funding, and the undersigned representative(s) of the Recipient certifies that the information in this Request for Funding and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signing at the end of this Request for Funding, he/she further certifies that:

- SAH
BAH 1. as Authorized Representative, he/she has been authorized to file this Request for Funding;
- BAH
BAH 2. the Recipient agrees to provide for proper maintenance and operation of the approved project after its completion, including budgeting and generating the revenues needed for the eventual rehabilitation and/or replacement of physical infrastructure assets;
- BAH
BAH 3. the Recipient has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- BAH
BAH 4. the Recipient will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration of the project;
- BAH
BAH 5. the project budget provided on Page 4 of this form includes all funding requested from all sources of funding proposed for this project; and
- BAH
BAH 6. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")

(OVER)

Completeness Checklist*

In addition to this Request for Funding, the following items must be included for a complete package; please initial that each item is included in this submittal.

	Section 1 – General Information, Request for Funding has accepted all ARP funding requirements
	Section 5 - Project Description, Project matches funding eligibility established by funding source (Table 1) and NC State Budget language (Appendix A)
	PE Seal on project budget (construction projects only)

Submittal Information

- Send one (1) **original hard copy** and one (1) **electronic copy (PDF format on a flashdrive)** of the Request for Funding. Send complete package to:

Mailing Address† (US Postal Service only)

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)‡

Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

†Please allow a week for delivery if mailing via the US Postal Service.

‡For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Signature

Please note: Original signatures are required.

Beverly A. Harris

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Beverly Harris
TYPED NAME

Mayor
TYPED TITLE

5/23/22
DATE

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

TOWN OF MOUNT GILEAD, NORTH CAROLINA

2023 SANITARY SEWER IMPROVEMENTS

AMERICAN RESCUE PLAN – PROJECT NO.: SRP-W-ARP-0102

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 rehabilitate the existing sludge drying beds at the wastewater treatment plant to increase the plant’s sludge handling capabilities. The project will also include the necessary upgrades to Lift Station #6 to increase the station’s capacity such that it can serve future sanitary sewer flow along Lily’s Bridge Road northward to NC Hwy 24/27. Additionally, the project includes the rehabilitation and/or replacement of several gravity sewer lines within the Town. The scope of the sewer system improvements will generally consist of the following components:

1. Rehabilitating the existing sludge-drying beds at the WWTP, such that they are capable of handling increased amounts of sludge. The work will consist of modifications to the existing concrete and piping of the beds, the installation of metal sheds to help protect the drying beds from weather, and the excavation of existing materials that are in the beds. Additionally, the project will complete the fence around the WWTP property.
2. Lift Station #6 will be upgraded to increase the station’s capacity to prepare for increased flows from future development(s). Upgrades will include, but not be limited to, electrical upgrades, station piping improvements, and equipment upgrades.
3. The installation of approximately 3,370 lf of new 8-inch gravity sewer to replace old/failing lines along North School Street, Highland Avenue, Sunrise Avenue, NC-731, and Ingram Street.

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

I. ENGINEERING SERVICES – DESIGN AND PERMITTING

The ENGINEER agrees to perform the following tasks obligated under this Agreement:

1. Meet with Owner operation and maintenance and administrative staff to discuss the goals of the project and obtain information on the existing infrastructure.
2. Perform all site surveying necessary to develop plans and specifications.
3. Prepare preliminary plans and specifications that satisfy the needs of the Owner.
4. Review preliminary plans and specifications with the Owner's staff.
5. Prepare final plans and specifications based on input received from the Owner and revise the cost estimate based on the final plans.
6. Obtain all necessary regulatory approval required for project construction.
7. Prepare contract documents that meet the requirements of the NC General Statutes, the Owner, and any applicable funding agencies including CWSRF.
8. Acquire all applicable regulatory approval required for construction.

Payment for the DETAILED DESIGN described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWO HUNDRED AND FIVE THOUSAND DOLLARS (\$205,000.00)**.

II. ENGINEERING SERVICES – BIDDING AND AWARD

1. Prepare and package the construction documents for bidding purposes.
2. Facilitate the formal bidding process including a pre-bid meeting and the bid opening.
3. Tabulate all bids received and review for conformance with the requirements of the construction documents.
4. Negotiate with the low bidder, if necessary.
5. Make a recommendation of award for the Town's consideration.

Payment for the BIDDING AND AWARD described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

III. ENGINEERING SERVICES – CONSTRUCTION MANAGEMENT AND INSPECTION

The ENGINEER agrees to perform the following tasks obligated under this Agreement:

1. Assist the Owner with awarding a construction contract.
2. Conduct a pre-construction conference.
3. Review construction submittals to be sure they meet the performance and quality standards of the plans and specifications.
4. Provide onsite construction inspection to make sure the work is performed in conformance with the contract documents. LKC is not responsible for the safety measures provided by

the Contractor, nor is LKC responsible for ensuring a safe working environment is provided by the Contractor. Such responsibility is solely the responsibility of the construction Contractor.

5. Facilitate regularly scheduled, not more frequent than monthly, construction progress meetings with the Contractor, Town, and Engineer.
6. Review and provide the Engineer's approval of applications for partial payment and final payment periodically submitted by the Contractor.
7. Review change order requests submitted by the Contractor for general conformance with the contract documents and verify the Town is receiving a fair market value for change order items.
8. Provide periodic updates to the Town's elected officials as requested.
9. Prepare the documents required to obtain the Authorization to Award from the funding agency, prior to construction contract execution.
10. Prepare monthly reimbursement requests to be signed by The Town and submitted to the funding agency for reimbursement.
11. For all change orders, prepare the required background documentation and submit the package to the funding agency for approval.
12. Provide the project closeout documentation required by the funding agency.
13. Provide the final certification of the construction to applicable regulatory agencies once complete.
14. Provide as-built drawings to the Town reflecting any modifications made to the project scope during construction.

Payment for the CONSTRUCTION MANAGEMENT AND INSPECTION described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **ONE HUNDRED AND SIXTY-SEVEN THOUSAND DOLLARS (\$167,000.00)**.

IV. ENGINEERING SERVICES – EASEMENT SURVEYING AND MAPPING

1. Perform any necessary site surveying for easement preparation along the route.
2. Develop easement documents and maps for execution and recording.
3. Coordinate the easement acquisition process with the Town's right-of-way acquisition consultant and the local property owners.

Payment for the EASEMENT SURVEYING AND MAPPING described above shall be provided on a time-and-expense, not to exceed basis. The not-to-exceed fee for the proposed work is **TEN THOUSAND DOLLARS (\$10,000.00)**.

V. ENGINEERING SERVICES – GEOTECHNICAL INVESTIGATIONS

1. Provide a subsurface investigation report, or multiple reports, to assist with the project design and to provide information to potential bidders about the presence of rock.

2. Soil borings are expected to be performed at either side of casing bores.
3. Soil borings may also be performed at various locations along the project route to determine the presence of rock. Seismic refraction may also be used to describe rock elevation profiles.

Payment for the GEOTECHNICAL INVESTIGATIONS described above shall be provided on a time-and-expense, not to exceed basis. The not-to-exceed fee for the proposed work is **TEN THOUSAND DOLLARS (\$10,000.00)**.

LKC's services under this AGREEMENT shall not include (1) preparation of detailed wetlands or biological surveys or assessments, (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.

VI. PAYMENT TERMS

Partial payment of the above amounts shall be made to the Engineer on a monthly basis for 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 in the event that 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.

VII. 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 final certification of the construction. LKC anticipates the term of service for the Consulting Services shall be **480 days** from the date of this Agreement.

VIII. 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 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 5 of this Agreement with Exhibits 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: _____
Tim Carpenter
Member/Manager

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

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient: **Project Number:** SRP-W-ARP-0102
 Town of Mount Gilead
 110 West Allenton Street
 Mount Gilead NC 27306
CFDA Number:

Funding Program:

Drinking Water	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$3,500,000

Project Description:

Sewer System Improvements' Project: 1) Install approximately 6,700 LF of new 8-inch gravity sewer lines, of which 4,000 LF will be extended to unserved areas within Town limits while the remaining 2,700 LF will replace old/failing sewer lines; 2) Install "Deraggers" (specialized, add-on, pump flow monitoring and control equipment that detects ragging and reduces clogging) on three (3) lift stations that experience high volumes of debris; 3) Perform upgrades to the WWTP's sludge-handling processes; and 4) Perform electrical and pump upgrades to Lift Station #6 located on Lily's Bridge Road. The proposed project will allow the Town to extend sewer service to residences inside Town limits, while enabling the Town to operate their sewer system more efficiently through the reduction of debris and inflow/infiltration.

Total Financial Assistance Offer: **\$3,500,000**
Total Project Cost: \$3,500,000
Estimated Closing Fee*: \$ - 0 -

For Loans

Principal Forgiveness: * \$ - 0 -
Interest Rate: 0.0% Per Annum
Maximum Loan Term: 0 Years

*Estimated closing fee calculation based on grant and/or loan amount(s).

Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

<i>Jon Risgaard</i> Signature	Jon Risgaard for Shadi Eskaf	6/14/2022 Date
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On Behalf of: **Town of Mount Gilead**
 Name of Authorized Representative in Resolution: **The Honorable Beverly Harris**
 Title (Type or Print): **Mayor**

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

<i>Beverly A. Harris</i> Signature	8/3/22 Date
---------------------------------------	----------------

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Applicant from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRE Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by the Department of Environmental Quality.
3. Specific disadvantaged businesses enterprises (DBEs) MBE/WBE forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize DBEs. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Applicant is responsible for ensuring that any lower-tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Applicants can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

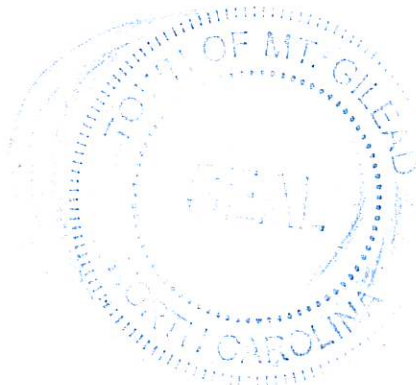
1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division of Water Infrastructure.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the Project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The Applicant agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the Project and these records will be retained and made available for a period of at least three (3) years following completion of the Project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The Applicant will expend all the requisitioned funds for the purpose of paying the costs of the Project within three (3) banking days following the receipt of the funds from the State. Please note the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the Applicant) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

Beverly A. Hawks
Signature

8/3/22
Date



002	Public Works (10-450, 20-410 & 20-415 services for period of November 1, 2022 through June 30, 2023	6.1	Salaries	\$108,201
			Benefits	\$45,925
003	WWTP (20-420) services for period of July 1, 2021 through December 31, 2024	6.1	Salaries	\$36,775
			Benefits	\$13,845
	Unassigned			\$0
	TOTAL			\$373,172

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

ARP/CSLFRF Funds: \$363,952.48
General Fund Transfer: \$9,219.52
Total: **\$373,172.00**

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town’s Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

ADOPTED by the Town Council of the Town of Mount Gilead, North Carolina, on this 4th day of October, 2022.

Beverly A. Harris

Beverly Harris, Mayor

ATTEST:

Amy C. Roberts
 Amy C. Roberts, Town Clerk





TOWN OF MOUNT GILEAD

110 West Allenton Street, Mount Gilead, North Carolina, 27306

MEMORANDUM

DATE: February 7, 2023
TO: Mayor & Board of Commissioners
FROM: Ray Allen, Interim Town Manager
RE: Contract with 120 Water

.A copy of this proposed contract is enclosed in the agenda package. A presentation was made to the Board at the January meeting and you requested that staff seek a proposal for these services. As you are aware, this inventory is the first step in complying with new federal lead and copper rules to protect drinking water. It is my understanding that Montgomery County is also contracting with 120 Water for this service.

The cost of this service is \$5,850.00. Public Works Director Daniel Medley has advised me that the cost of this program can be covered in the current year water and sewer budget, and a budget amendment to move funds for this purpose is also on this agenda.



120Water

Mount Gilead, NC

Reference: 20220823-153732113

Quote created: August 23, 2022

Quote expires: November 21, 2022

Quote created by: Brenden Klenke

brenden.klenke@120water.com

Comments from Brenden Klenke

Contract Start Date: Time of Signature

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Small Systems Bundle - Software	\$3,000.00 / year	1	12
Small Systems Bundle - Services Block of 20 hours	\$2,000.00 / year	1	12
4x8 undesigned Postcard printed double sided with postage Postcard sent outside the platform	\$1.75/ year	200	12

Item Name & Description	Unit Price	Quantity	Term (months)
Small Systems Bundle - Implementation	\$500.00	1	12
Subtotals			
Annual subtotal			\$5,350.00
One-time subtotal			\$500.00
		Total	\$5,850.00

Purchase terms

Net 30 Billing

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

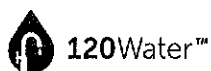
Printed name

Questions? Contact me



Brenden Klenke
brenden.klenke@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



120Water™ Master Services Agreement

Master Services Agreement

Last Modified: July 28, 2022

This Master Services Agreement (together with all Order Forms, the "**Agreement**") is made by and between 120 Water Audit, Inc. d/b/a 120Water ("**120Water**"), and the customer identified on the Order Form ("**Customer**"), and is binding and effective as of the last date of signature on the initial online Order Form ("**Effective Date**"). 120Water and Customer are each also referred to hereunder as a "**party**" and together as the "**parties**".

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "**Authorized Users**" means personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.

1.2. "**Customer Data**" means all electronic data or information uploaded by Customer to the 120Water Platform.

1.3. "**Deliverables**" means the deliverables (e.g., any custom reports) specified in an applicable Order Form that are expressly created for Customer.

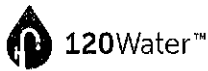
1.4. "**Derivative Data**" means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual or Customer; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer.

1.5. "**Documentation**" means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.

1.6. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

1.7. "**120Water Platform**" means 120Water's proprietary online hosted software, website, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.

1.8. "**Order Form**" means 120Water's quote accepted by Customer via an ordering document submitted to 120Water.



1.11. **"Project Start Date"** means a date mutually agreed upon by the parties following execution of an Order Form, upon which date 120Water shall commence provision of implementation or other Professional Services.

1.12. **"SaaS Services"** means the water test administration and reporting services made available to web-based and mobile users via the 120Water Platform hosted by 120Water, which may be further described in a written Scope of Work document provided upon request to Customer (and if so provided, is automatically incorporated by reference herein).

1.13. **"Services"** means, together, the SaaS Services and Professional Services.

1.14. **"Site"** means the 120wateraudit.com website.

1.15. **"Subscription Start Date"** means the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order Form.

1.16. **"Subscription Term"** means the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order Form.

1.17. **"Usage Data"** means statistical data related to Customer's access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

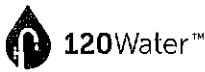
2. SERVICES AND RESPONSIBILITIES OF THE PARTIES

2.1. 120Water Responsibilities.

A. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. The SaaS Services further include developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of Customer Data. 120Water will use commercially reasonable efforts to maintain the SaaS Services' availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water's reasonable control. 120Water reserves the right to modify the SaaS Services at any time. The parties may, from time to time, execute an Order Form describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order Form.

B. Subcontractors. 120Water may engage subcontractors to perform or to support 120Water's performance of portions of the Services provided or made available to substantially all of 120Water's customers (e.g., data hosting service providers), provided that 120Water may not subcontract any custom Services or Deliverable specifically purchased only by Customer (and set forth in a separate statement of work) without Customer's prior written consent, such consent not being unreasonably withheld, delayed, or conditioned.

2.2. Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and (d) procure for 120Water, at Customer's sole expense, all rights and consents necessary for 120Water and its contractors to access, use, disclose,



2.3. Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party except as contemplated by this Agreement; (b) send via, or store within, the SaaS Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the SaaS Services or 120Water Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Services or 120Water Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Platform; (iv) upload to the 120Water Platform or otherwise provide to 120Water any personal health, credit card, or financial data or other such sensitive data (collectively, "**Inadvertent Data**"); (v) use any of 120Water's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the "**Use Restrictions**"). In the event Customer provides to 120Water any Inadvertent Data, Customer shall immediately notify 120Water in writing of such disclosure. 120Water shall treat Inadvertent Data as Customer's Confidential Information, but not as Personal Data, and will not be liable for any such unauthorized disclosure, access, loss, or use of Inadvertent Data. 120Water shall promptly delete all Inadvertent Personal Data it receives and becomes aware of.

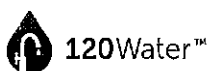
2.4. Acceptance Procedure for Custom Deliverables. Unless expressly stated otherwise in a statement of work all custom-developed Deliverables shall be subject to the following acceptance procedure. Customer has 30 days (the "**Testing Period**") from receipt of a Deliverable to test the Deliverable. The "**Acceptance Criteria**" is whether the Deliverable materially conforms with the applicable Specifications. During the Testing Period, Customer will notify 120Water of any material noncompliance of the Deliverable with the Specifications ("**Material Error**") that Customer discovers. When it receives this notice, 120Water will promptly correct the Material Error and redeliver the Deliverable within 30 days unless otherwise agreed to in writing by the Parties. The Testing Period will be extended for the period of time used by 120Water to correct a Material Error. If 120Water is unable to correct a Material Error within the 30 day period (or other time period agreed to in writing by the Parties), Customer may terminate this Agreement, and 120Water will promptly return to Customer all monies paid by Customer under the applicable Statement of Work.

2.5. SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water will comply with the Service Level Agreement set forth in Exhibit A attached hereto and incorporated herein.

2.6. Purchase of Goods. Purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at <https://120water.com/terms-of-sale/>, and which may be amended from time to time by 120Water and effective when posted, and which is incorporated herein by reference.

3. FEES; PAYMENT; TAXES

3.1. Service Fees. 120Water will invoice Customer for the Services as set forth in the applicable Order Form or as otherwise agreed by the parties in writing in a statement of work. Except as otherwise specified in an Order Form, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. 120Water may adjust its fees applicable to the Services upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing



3.2. Overdue Payments. Customer's failure to pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1½%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Order Forms.

3.3. Taxes. Unless Customer is tax exempt and provides written certification of such status to 120Water, Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by Customer, provide 120Water with the appropriate documentation of such payments.

3.4. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

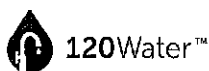
4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer owns all Customer Data. Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use Customer Data pursuant to this Agreement. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder. 120Water may use the trademarks and trade name of Customer in connection with provision of the Services.

4.2. Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("**Feedback**"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water. Consultant agrees to indemnify, defend and hold harmless Owner for any use by Consultant of any Feedback.

4.3. Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Platform, and, unless expressly stated otherwise in a statement of work, in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. 120Water shall own all right, title, and interest in and to all Usage Data.

5. CONFIDENTIALITY



Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Order Forms, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

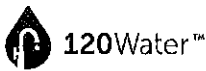
5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder.

5.3. Compelled Disclosures; Open Records Requests. If the Receiving Party is compelled by law an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In the event a third party makes a request of Customer for information under any open records act for documents or information related to this Agreement which may be subject to exclusion from disclosure based on confidential information or trade secrets, Customer will provide 120Water with a timely opportunity to object to disclosure of such documents and information.

5.4. Survival. The Confidentiality obligations as are set forth in this Section 5 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to Personal Data held by 120Water, forever.

6. DATA SECURITY

6.1. 120Water shall use commercially reasonable efforts to store, maintain, and protect the confidentiality of Customer Data uploaded by Customer and its Authorized Users to the Software or otherwise disclosed or transmitted to, or received or accessed by 120Water. 120Water is not liable for the confidentiality or security of any Personal Data through no fault of 120Water in the event of unauthorized access, theft, use or disclosure of such Personal Data, either by or due to Customer's Authorized Users by users or third parties who have obtained unauthorized access to an Authorized User's Login Credentials. 120Water shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or Security Breach of Customer Data due to Customer's breach of this Agreement, Customer's (or its contractors' or providers') failure to use reasonable care in securing Customer Data or due to Customer's Authorized Users acts or omissions that are the proximate cause of any data Security Breach related to the



invalid password or user name; or, (d) denial-of-service attacks that do not result in a server being taken offline.

6.2. 120Water will be responsible for any Security Breach of Customer Data successfully uploaded to the 120Water Platform where caused by the acts or omissions of 120Water or its agents, hosting services or other contractors, except to the extent due to any acts, omissions, or negligence of Customer, its agents, or contractors ("**120Water Security Breach**").

6.3. Customer shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Customer, its contractors (other than 120Water, its agents or contractors), its then-current employees, former employees who were previously Authorized Users, other than to the extent directly due to the negligence of 120Water or its agents, hosting services and other contractors ("**Customer Security Breach**"). Notwithstanding the previous sentence, former employees or contractors of Customer whose Authorized User credentials have been properly deactivated by Customer, but who subsequently cause a Security Breach through methods that do not include the use of their Authorized User credentials, does not constitute a Customer Security Breach.

7. DATA OWNERSHIP AND USE

7.1. Ownership of Customer Data. As between Customer and 120Water, Customer owns all Customer Data.

7.2. Use of Customer Data. Customer hereby grants 120Water and its contractors a limited, nonexclusive right and license to use all Customer Data during this Agreement, and, after expiration or termination as permitted herein.

7.3. Use of Customer Data after Expiration or Termination. After any expiration or termination of this Agreement 120Water shall handle Customer Data as set forth in Section 11.3.B.

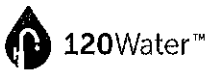
7.4. Derivative Data and Usage Data. "**Derivative Data**" means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer. "**Usage Data**" means statistical data related to Customer's access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services. 120Water shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 7.4 shall survive any expiration or termination of this Agreement.

8. WARRANTIES AND DISCLAIMERS

8.1. 120Water Warranties. 120Water warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services or any deliverables containing or transmitting Malicious Code to Customer; (c) the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (collectively referred to as the "**Service Warranty**").

Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer's exclusive remedy, and 120Water's entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.

8.2. Warranties for third-party products are governed under the applicable third party warranty terms, and Customer expressly acknowledges that 120Water has no obligations with regard to third-party products.



The Services and Deliverables provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third-party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120Water does not control such service providers, and therefore hereby disclaims all representations, warranties, and liability for any inaccurate, untimely, or otherwise erroneous Deliverables including data, alerts, or information attributable to such service providers. 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder.

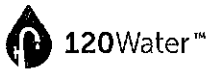
9. INDEMNIFICATION

9.1. By 120Water. 120Water shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, actions, or causes of action (“**Claims**”) for any liabilities, damages, penalties, fines, assessments, costs, and expenses, including reasonable attorneys’ fees and costs (collectively, “**Losses**”) arising or related to (a) an allegation by a third party alleging that the Services or use of the 120Water Platform infringes any United States patent, and/or any copyright, trade secret or other property right held by such a third party; (b) 120Water’s breach of this Agreement; (c) any failure by 120Water or its employees, agents, service providers, or subcontractors to comply with applicable law or regulation; (d) 120Water’s use of any Feedback provided by Customer; or (e) damage to or loss of real or tangible property, or personal injury, resulting from the gross negligence or willful misconduct of 120Water, its agents, service providers, or subcontractors. The above shall apply provided that 120Water is notified promptly by Customer of any such Claim (including any threatened claim) and 120Water shall have sole control of the defense with respect to same (including without limitation, the negotiations and settlement of such claim). If a Claim pursuant to clause (a) has occurred or, in 120Water’s opinion, is likely to occur, 120Water shall, at 120Water’s option and expense, (i) procure the right to continue providing the Services or the 120Water Platform, (ii) re-perform or replace the potentially infringing portion of the Services or the 120Water Platform, or (iii) modify the Services or the 120Water Platform so that infringement is avoided. If, after using commercially reasonable efforts, none of the foregoing three alternatives is reasonably available, 120Water may terminate this Agreement, and Customer shall be entitled to a pro-rated refund of pre-paid but unearned fees. 120Water shall have no such indemnification obligation to the extent such infringement under clause (a) above: (w) relates to use of the Services or the 120Water Platform or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for such combination; (x) arises from or relates to modifications to the SaaS Services, the 120Water Platform, or any Deliverable not made by 120Water; (y) relates to Customer Data or any third-party product or service, or (z) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

9.2. By Customer. Customer shall indemnify, defend, and hold harmless 120Water and its officers, directors, employees, agents, affiliates and service providers from and against any and all Losses based on any Claims relating to (a) the possession or use of the SaaS Services, the Professional Services, the 120Water Platform, Deliverables, or any other materials provided hereunder, or their failure, or (b) for Customer’s failure to comply with the terms of this Agreement, or (c) from any allegation that Customer Data or 120Water’s possession or use thereof violates or infringes the rights of any third party.

9.3. Indemnification Procedure. As an express condition to the indemnifying party’s obligation under this Section 9, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent the it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. No settlement or compromise that imposes any liability or obligation on the indemnified party will be made without the indemnified party’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

10. LIMITATION OF LIABILITY



10.2. Exclusion of Consequential Damages. SUBJECT TO SECTION 10.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. The restrictions on the types and amounts of damages for which a party may be liable hereunder shall not apply to Customer's liability for breach of 120Water's proprietary rights or confidentiality, or a party's indemnification obligations.

11. TERM AND TERMINATION

11.1. Term and Renewal. This Agreement commences on the date both parties execute an initial Order Form (the "Effective Date"), and continues through the expiration of all Order Forms in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 11 (the "Term"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order Form. Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current Term.

11.2. Termination. Either party may terminate this Agreement for cause upon written notice of a material breach to the other party if such breach remains uncured (if curable using commercially reasonable efforts) for thirty (30) days from such notice. 120Water may terminate this Agreement or any Order Form for non-payment in accordance with Section 3.2, and no opportunity to cure shall apply. 120Water may immediately terminate this Agreement for cause, without the opportunity to cure, if Customer breaches any of the Use Restrictions set forth in Section 2.3. In addition, 120Water may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Upon termination for cause by 120Water, Customer shall remain obligated to pay all fees owed for the remainder of the then current- subscription Term, all of which fees shall become immediately due and payable in full.

11.3. Effects of Termination.

A. Upon expiration or termination of this Agreement, all rights granted by 120Water under this Agreement shall terminate, and Customer's access to the 120Water Platform shall be terminated. Termination of this Agreement shall not affect either Customer's obligation to pay any sums due hereunder, including Service Fees for the remainder of the then-current Subscription Term. In the event Customer prepaays any fees and receives a discount and Customer fails to make timely orders as required to receive such discount, Customer agrees to pay Provider within thirty (30) days of such termination the non-discounted fee for such orders. Pre-payments or deposits will not be refunded to Customer.

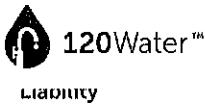
B. Within thirty (30) days after the termination or expiration of this Agreement, 120Water will provide Customer with a copy of Customer Data held by 120Water. Upon expiration of such thirty (30) day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

12. INSURANCE

12.1. Insurance. During the Term, 120Water shall, at its own expense, maintain and carry in full force and effect insurance policies with financially sound and reputable insurers having limits of liability of not less than the following:

Type

Limits



(d) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

Commercial Automobile Liability \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance as required by the State of Indiana with statutory limits

(a) \$1,000,000 each accident for bodily injury;

Employer's Liability (b) \$1,000,000 disease each employee; and,
(c) \$1,000,000 disease policy limit.

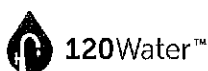
(a) \$1,000,000 per claim/occurrence; and,

Technology Professional Liability (b) \$2,000,000 policy aggregate.

12.2. In the event 120Water purchases an umbrella or excess insurance policy to meet the minimum limits of insurance set forth in this Section 12, such insurance policy shall afford no less coverage than the primary insurance policy. Upon Customer's request, 120Water shall provide Customer with a certificate of insurance evidencing the insurance coverage specified in this Section 12. The certificate of insurance shall name Customer as an additional insured and loss payee. 120Water shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policy. 120Water waives and 120Water shall cause its insurers to waive, any right of subrogation or other recovery against Customer.

13. FORCE MAJEURE

13.1. Definition. A "Force Majeure Event" means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes), or labor unavailability or workplace closure or restrictions or travel restrictions as required or recommended by government or agency (or implemented as company-wide policy by the party suffering the delay in performance) due to pandemic, epidemic, or other widespread health emergency (e.g., viruses or other diseases, such as, but not limited to, COVID-19, SARS, etc.); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or other natural disasters, elements of nature or acts of God, (iv) outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures not arising out of a breach of Provider's data security obligations set forth in this Agreement; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; (vii) change in law or regulation making performance impracticable without having material impact on such party's ability to perform under this Agreement without material increase in cost, resources, or time; or, (viii) national or regional shortage of adequate power or telecommunications or transportation, or, (ix) supply chain interruption due to any of the foregoing.



ability to perform such obligations in the time specified in this Agreement. The occurrence of a Force Majeure Event shall not, however, excuse or delay the other Party's obligation to pay monies previously accrued and owing to the Affected Party under this Agreement or excuse or delay the Affected Party's performance of any obligation under this Agreement not affected by the occurrence of the Force Majeure Event. Upon the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party promptly after the Affected Party's performance has been delayed or prevented. The Affected Party shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under the Agreement and otherwise mitigate the adverse effects of the Force Majeure Event. The Affected Party shall also provide prompt written notice to the other Party of the cessation of the Force Majeure Event. If the Force Majeure Event renders the Services completely unavailable for more than thirty (30) consecutive days, Customer may terminate the Agreement upon written notice to 120Water, and Customer will receive a refund of prepaid fees starting from the beginning of the period of unavailability due to such conditions.

14. GENERAL PROVISIONS

14.1. Relationship of the Parties. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

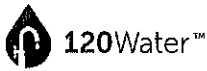
14.2. Use of Customer Name and Logo. Customer hereby agrees that: (a) 120Water may use Customer's name and logo in 120Water's published customer list, on 120Water's website, and in 120Water's marketing materials; and, (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.

14.3. Assignment. 120Water may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively "assign" and its cognates) any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Customer, other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of 120Water's assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Agreement shall be of no power or effect.

14.4. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Customer's primary business office, without regard to its conflicts of laws rules.

14.5. Miscellaneous. This Agreement and the Exhibits attached hereto and Order Forms either attached hereto or entered into during this Agreement are incorporated herein and collectively set forth the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement. The background recitals form a material part of this Agreement. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

14.6. Modification. 120Water may make changes to this Agreement from time to time. If 120Water makes a material change to this Agreement, 120Water will inform Customer by email to the email address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from 120Water). If Customer does not agree to the change, Customer must so notify 120Water by e-mail to support@120water.com within thirty (30) days after 120Water's notice. If Customer so notifies 120Water, then Customer will remain governed by the most recent version of this Agreement applicable to Customer until the end of the then-current period of the Subscription Term and the updated Agreement shall apply upon the commencement of the



Effective date of termination:

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth 120Water's performance objectives for the availability of its hosted software platform ("120Water Platform"). The remedies set out in this SLA are Customer's sole and exclusive remedy for issues covered by the SLA.

While 120Water will not modify this SLA arbitrarily, 120Water may do so from time-to-time. Should 120Water make a change to this SLA, 120Water shall notify Customer. The notification will set out the effective date of any changes.

1. **Availability.** 120Water will use commercially reasonable efforts to maintain availability of the 120Water Platform for Customer's use 24x7, except in the event of any of the following, during which the 120Water Platform may be partially or totally unavailable:
 1. **"Scheduled Maintenance"**: Scheduled maintenance, which includes updates and other routine maintenance, will be conducted between 7 p.m. – 2 a.m. (Eastern US Time) weekdays, weekends and/or holidays. However, maintenance may also occur at any other time as is necessary to provide top tier service to 120Water's customers. 120Water may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. 120Water will use commercially reasonable efforts to provide Customer with at least 24 hours' prior notice if Scheduled Maintenance downtime will occur at such other time.
 2. **"Unscheduled Maintenance"**: Maintenance not previously planned which is needed to resolve issues that are critical for customers and/or performance of the 120Water Platform. 120Water will notify Customers when possible via email prior to the unscheduled maintenance. When and where practicable, 120Water will try to conduct unscheduled maintenance between 9:00 p.m. and 2:00 a.m. (Eastern US Time).
 3. Force Majeure Events (as defined in the Agreement).
 4. Unauthorized use or misuse of the 120Water Platform by Customer or anyone using any of Customer's authorized user's login credentials.
2. **"Availability Goal"**: 120Water will use commercially reasonable efforts to make the 120Water Platform available 99.5% of the time, measured on an average monthly basis, exclusive of the following:
 1. The events set forth in Section 1.A-1.D. of this SLA;
 2. Any outage lasting less than 5 minutes;
 3. Any outage 120Water determines to be a result of Customer's breach of the Agreement or other acts or omissions of Customer;
 4. Force Majeure Events, provided that 120Water timely implements its disaster recovery plan; and,
 5. Any outage determined to be a result of a failure of outside services or equipment not within the control of 120Water, including Customer's hardware and software.
3. **Technical Support.** 120Water provides technical support 24/7 by email to support@120water.com, and by telephone at 800-674-7961.
4. **Response Time.** 120Water endeavors to respond to support requests within 2 hours.

Solutions

[Lead and Copper Rule](#)

[LSL Inventory & Replacement](#)

[Lead Service Line Probability Finder](#)

[Lead Sampling in Facilities](#)

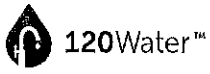
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[State Agencies](#)

[Associations](#)

48 [Engineering](#)



[Water Safety](#)

[Infrastructure](#)

[Water Quality & Compliance](#)

[At-Home Water Testing](#)

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Contact

info@120water.com

Sales: 1-888-317-1510 **Support:** 1-800-674-7961

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TOWN OF MOUNT GILEAD
BUDGET AMENDMENT
FY 2022-23

Department: PUBLIC WORKS

Amendment # BA23-0207-01

Title/Project Name: MOHAWK SEWER LIFT STATION UPGRADES

Date Processed: _____

Page 1 of 1

Department Head Signature: _____

Date of Approval by the Board: _____

Required Signatures

Department Head	_____	Date: _____
Manager	_____	Date: _____
Mayor	_____	Date: _____
Finance Director	_____	Date: _____

Notes: Amendments are required in all cases where budget line appropriations are expected to exceed fiscal year appropriations or when new grants or other funds which will be expended enter the town's system after the fiscal year budget ordinance is approved.

G/L ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	NARRATIVE JUSTIFICATION FOR EACH INCREASE/DECREASE
20-320-30	ENTERPRISE FUND MISC REVENUE	\$ 1,000.00	\$ 47,470.51		\$ 48,470.51	INCREASE REVENUE TO ACCOUNT FOR REIMBURSEMENT FROM MOHAWK FOR UPGRADES TO LS #1, 2 AND 4
20-415-36	EQUIPMENT MAINTENANCE	\$ 30,000.00	\$ 1,728.00		\$ 31,728.00	INCREASE MAINTENANCE EXPENSE ACCOUNT TO COVER THE COST EQUIPMENT MAINTENANCE AND REPAIRS TO LS #1, 2 AND 4
20-415-22	SUPPLIES	\$ 15,000.00	\$ 33,217.66		\$ 48,217.66	INCREASE SUPPLIES TO COVER THE COST FOR UPGRADES FOR LS 1,2 AND 4
20-415-76	CONTRACTED SERVICES	\$ 20,000.00	\$ 10,193.25		\$ 30,193.25	INCREASE CONTRACTED SERVICES TO COVER THE COST OF LKC SERVICES FOR UPGRADES TO LS #1, 2 AND 4
20-199-99	TAXES		\$ 2,331.60			TO APPROPRIATE MONEY PAID IN TAXES FOR ALL INVOICES FOR UPGRADES TO LS 1, 2, AND 4
<u>COMMENTS</u>	RECEIVED A REIMBURSEMENT CHECK FROM MOHAWK IN THE AMOUNT OF \$47,470.51 FOR UPGRADES TO LIFT STATIONS #1, 2 AND 4 AS PART OF THE AGREEMENT FOR THE TOWN TO START TAKING THEIR WASTE. UPGRADES WERE NEEDED TO EFFICIENTLY MAKE THIS HAPPEN.					

TOWN OF MOUNT GILEAD
BUDGET AMENDMENT
FY 2022-23

Department: PUBLIC WORKS

Amendment # BA23-0207-02

Title/Project Name: STATE MANDATED LEAD PIPING INVENTORY

Date Processed: _____

Page 1 of 1

Department Head Signature: _____

Date of Approval by the Board: _____

Required Signatures

Department Head	_____	Date: _____
Manager	_____	Date: _____
Mayor	_____	Date: _____
Finance Director	_____	Date: _____

Notes: Amendments are required in all cases where budget line appropriations are expected to exceed fiscal year appropriations or when new grants or other funds which will be expended enter the town's system after the fiscal year budget ordinance is approved.

G/L ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	NARRATIVE JUSTIFICATION FOR EACH INCREASE/DECREASE
20-410-75	CONTRACTED SERVICES	\$ 36,000.00	\$ 2,900.00		\$ 38,900.00	INCREASE CONTRACTED SERVICES BUDGET TO COVER COST OF MANDATORY LEAD PIPING INVENOTRY
20-410-36	EQUIPMENT MAINTENANCE	\$ 3,000.00		\$ 1,000.00	\$ 2,000.00	MOVE A PORTION OF UNUSED FUNDS TO CONTRACTED SERVICES
20-410-40	PROFESSIONAL FEES	\$ 1,500.00		\$ 1,000.00	\$ 500.00	MOVE A PORTION OF UNUSED FUNDS TO CONTRACTED SERVICES
20-410-23	EQUIPMENT	\$ 6,000.00		\$ 900.00	\$ 5,100.00	MOVE A PORTION OF UNUSED FUNDS TO CONTRACTED SERVICES
COMMENTS	THERE IS ONLY \$3,139 UNALLOCATED FUNDS IN CONTRACTED SERVICES AVAILABLE TO SPEND. THE TOTAL COST FROM 120WATER TO COMPLETE THESE SERVICES IS \$5,000. THIS BUDGET AMENDMENT INCREASES THIS LINE ITEM ENOUGH TO COVER THE COSTS.					

TOWN OF MOUNT GILEAD
BUDGET AMENDMENT
FY 2022-23

Department: FIRE DEPARTMENT

Amendment # BA23-0207-03

Title/Project Name: TRANSFER OF ARPA FUNDS TO ADMINISTRATION SALARIES

Date Processed: _____

Page 1 of 1

Department Head Signature: _____

Date of Approval by the Board: _____

Notes: Amendments are required in all cases where budget line appropriations are expected to exceed fiscal year appropriations or when new grants or other funds which will be expended enter the town's system after the fiscal year budget ordinance is approved.

Required Signatures

Department Head		Date: _____
Manager		Date: _____
Mayor		Date: _____
Finance Director		Date: _____

G/L ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	NARRATIVE JUSTIFICATION FOR EACH INCREASE/DECREASE
80-300-50	ARPA FUNDING	\$ 363,952.48		\$ 69,680.00	\$ 294,272.48	TRANSFER OF ARPA FUNDS TO PAY FOR APPROVED SALARY SUPPLANTING
10-400-02	ADMINISTRATION SALARIES	\$ 74,000.00	\$ 69,680.00		\$ 143,680.00	TRANSFER OF ARPA FUNDS TO PAY FOR APPROVED SALARY SUPPLANTING
COMMENTS	MOVING THESE FUNDS TO SUPPLANT THE ADMINISTRATION SALARY LINE ITEM WILL FREE UP ALLOCATED FUNDS CURRENTLY IN THIS LINE ITEM TO PAY FOR FIRE DEPARTMENT RENOVATIONS					

Invoice

Date	Invoice #
1/30/2023	1516

Bill To
Town of Mt. Gilead PO Box 325 Mt. Gilead NC, 27306

P.O. No.	Terms	Project
	Net 30	

Description	Amount
MT. GILEAD FIRE DEPARTMENT KITCHEN RENOVATIONS BUDGET PRICING -DEMO WALL BETWEEN KITCHEN AND MEETING ROOM -INSTALL LVL BEAM TO CARRY LOAD FROM FLOOR ABOVE -DEMO TILE IN NEW KITCHEN FOOTPRINT -CUT CONCRETE TO INSTALL FLOOR SINK FOR NEW COMMERCIAL SINK -SCRAPE CEILING IN KITCHEN / RE-MUD -DEMO OLD CABINETS -MOVE EXTERIOR FRONT DOOR PER PLAN -INSTALL VENTED 60" STAINLESS STEEL HOOD OVER EXISTING RANGES -NEW CABINETS PER DRAWING -SOLID SURFACE TOPS PER DRAWING -POLISH CONCRETE FLOOR IN KITCHEN -HANG SHEET ROCK ON NEW WALL AND ALL WALLS IN MEETING ROOM WORK TO BE DONE ON A COST PLUS BASIS BUDGETED COST: \$69,680.00 PARTIAL BILLING THIS INVOICE: 1/2 OF BUDGETED QUOTE	34,840.00
Thank you for your business.	Total \$34,840.00

Grant Project Ordinance for the Town of Mount Gilead American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the town council 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 grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Mount Gilead (Town) has received the first and second tranche in the amount of \$363,524.48 of CSLFRF funds. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Administration (10-400 & 20-400) services for period of November 1, 2022 through June 30, 2023	6.1	Salaries	\$120,578
			Benefits	\$47,848



TOWN OF MOUNT GILEAD

110 West Allenton Street, Mount Gilead, North Carolina, 27306

MEMORANDUM

DATE: February 7, 2022
TO: Mayor & Board of Commissioners
FROM: Amy Roberts, Town Clerk/Finance Officer
RE: Proposed Fee Schedule Change

With the adoption of the online payment process (Invoice Cloud), the Town has noticed an increase in NSF (Insufficient Funds Charges) from customers who attempt to pay their bill using our online system and the payment gets rejected. Each time the payment gets rejected, the Town is charged a \$15 processing fee and has created extra work for the Utility Billing Department to correct the system as well. We propose changing the wording on the adopted Fee Schedule to read “RETURNED CHECK/ACH INSUFFICIENT FUNDS FEE” so that we may pass this fee along to the customer when this situation arises.

UTILITY RATES

EFFECTIVE JULY 1, 2022

WATER GALLONS (Residential and Institutional)	WATER RATES IN-TOWN	WATER RATES OUT-OF-TOWN
0 Gallons <Base Rate>	\$7.53	\$15.05
Consecutive System Agreement - Montgomery County Monitor Assessment Fee	\$1.62	\$1.62
Cost 1 to 1,000 Gallons	\$5.87 per 1,000	\$11.40 per 1,000
Cost 1,001 to 2,000 Gallons	\$5.87 per 1,000	\$11.40 per 1,000
Cost 2,001 to 3,000 Gallons	\$6.37 per 1,000	\$11.40 per 1,000
Cost 3,001 to 4,000 Gallons	\$6.47 per 1,000	\$11.40 per 1,000
Cost 4,001 to 5,000 Gallons	\$6.57 per 1,000	\$11.40 per 1,000
Cost Greater than 5,000 Gallons	\$6.67 per 1,000	\$11.40 per 1,000

WATER GALLONS (Commercial and Industrial)	WATER RATES IN-TOWN	WATER RATES OUT-OF-TOWN
0 Gallons <Base Rate>	\$10.00	\$15.05
Consecutive System Agreement - Montgomery County Monitor Assessment Fee	\$1.62	\$1.62
Cost 1 to 1,000 Gallons	\$5.87 per 1,000	\$11.40 per 1,000
Cost 1,001 to 2,000 Gallons	\$5.87 per 1,000	\$11.40 per 1,000
Cost 2,001 to 3,000 Gallons	\$6.37 per 1,000	\$11.40 per 1,000
Cost 3,001 to 4,000 Gallons	\$6.47 per 1,000	\$11.40 per 1,000
Cost 4,001 to 5,000 Gallons	\$6.57 per 1,000	\$11.40 per 1,000
Cost Greater than 5,000 Gallons	\$6.67 per 1,000	\$11.40 per 1,000

SEWER GALLONS (Residential and Institutional)	SEWER RATES IN-TOWN
0 Gallons <Base Rate>	\$10.80
Cost 1 to 1,000 Gallons	\$7.31 per 1,000
Cost 1,001 to 2,000 Gallons	\$7.31 per 1,000
Cost 2,001 to 3,000 Gallons	\$7.31 per 1,000
Cost 3,001 to 4,000 Gallons	\$7.31 per 1,000
Cost 4,001 to 5,000 Gallons	\$7.37 per 1,000
Cost Greater than 5,000 Gallons	\$7.50 per 1,000

SEWER GALLONS (Commercial and Industrial)	SEWER RATES IN-TOWN
0 Gallons <Base Rate>	\$16.00
Cost 1 to 1,000 Gallons	\$7.31 per 1,000
Cost 1,001 to 2,000 Gallons	\$7.31 per 1,000
Cost 2,001 to 3,000 Gallons	\$7.31 per 1,000
Cost 3,001 to 4,000 Gallons	\$7.31 per 1,000
Cost 4,001 to 5,000 Gallons	\$7.37 per 1,000
Cost Greater than 5,000 Gallons	\$7.50 per 1,000

LATE FEE APPLIED AFTER THE 5TH OF THE MONTH	\$15.00
--	----------------

SEWER GALLONS (OUT-OF-TOWN) (Residential, Commercial, and Institutional)	SEWER RATES OUT-OF-TOWN
0 to 2,000 gallons	\$33.60 minimum
Cost per 1,000 Gallons	\$8.50 per 1,000

SEWER GALLONS (OUT-OF-TOWN) (Industrial)	SEWER RATES OUT-OF-TOWN
0 Gallons <Base Rate>	\$19.00
Cost per 1,000 Gallons	\$14.87 per 1,000

SOLID WASTE FEE	\$12.00 first can / \$11.00 each additional can	
SOLID WASTE ONLY CUSTOMERS GENERATION FEE - \$12	LATE FEE \$3.00	REDELIVERY FEE \$5.00

WATER/SEWER CONNECTION FEES	IN-TOWN	OUT-OF-TOWN
Water and Sewer Connection Fees/No reduction for Water Only	\$100.00	\$100.00
Re-Connection Fee - if water is disconnected for non-payment	\$75.00	\$75.00
Meter Tampering	\$250.00	\$250.00
Hydrant Tampering Fee	\$750.00	\$750.00
Water Tap 3/4 Inch	\$950.00	\$1,200.00
Water Tap 1 inch	\$1,400.00	\$1,500.00
Sewer Tap	\$1,000.00	\$5,000.00

NOTE: Connections crossing streets and/or sidewalks require additional man hours, work, fill dirt, gravel and asphalt re-paving. The Town must add a minimum charge of \$850, plus any additional fees applicable to the listed tap fee to cover additional costs.

NOTE: RESIDENTIAL OR COMMERCIAL TAPS REQUIRING LARGER METERS THAN SPECIFIED HEREIN WILL BE PRICED AT COST

CEMETERY PLOTS	IN-TOWN	OUT-OF-TOWN
(See the Code of Ordinances for Cemetery Regulations)	\$500.00	\$1,000.00

ADMINISTRATIVE FEES	AMOUNT
Zoning Permit	\$40
Sign Permit	\$40
Zoning Verification Letter	\$35
Full Copy of Any Ordinance or Plan	\$30
Subdivision, Minor	\$50 + \$10 per lot
Subdivision, Major	\$100 + \$10 per lot
Mobile Home Park	\$300
Telecommunications Tower Permit	\$50
Zoning Variance	\$400
Rezoning	\$300
Change in Code of Ordinances	\$300
Special Use Permit	\$300
Zoning Decision Appeal	\$300
Zoning Ordinance Change	\$300
Administrative Review (Initial Meeting)	\$300
Administrative Review (Additional Hourly)	\$30 per hour
Consulting Engineering Review Fees	incurred by Town
Code Enforcement Fee	incurred by Town
Copies	\$.06 per page
Fax	\$2.00 per page
Returned Check/ACH Insufficient Funds Fee	\$35

PARK/FACILITY FEES	AMOUNT
Fire Station Rental	\$100 (Half deposit, half fee)
Arts Guild Rental	\$30 per day; \$70 per week
Pool Entry	\$3
Pool Family, In Town	\$100 family of four
Pool Family, Out of Town	\$200 family of four
Pool Rental Two Hours (Under 50)	\$100
Pool Rental Two Hours (Over 50)	\$120 (covers additional guard)
Pool Rental Three Hours (Under 50)	\$125
Pool Rental Three Hours (Over 50)	\$155 (covers additional guard)
Park Program	\$20
Pavilion, In Town	\$50 (Half deposit, half fee)
Pavilion, Out of Town	\$100 (Half deposit, half fee)

Adopted, this the 23rd Day of April 2022.

Effective, the 1st Day of July 2022.

(seal)

** Changes to Fee Schedule Adopted this 3rd day of January 2023.

Signature: _____
Beverly A. Harris, Mayor



TOWN OF MOUNT GILEAD VOLUNTEER BOARDS/COMMITTEES APPLICATION

110 West Allenton Street, Mount Gilead, North Carolina, 27306

Thank you for your interest in volunteering your time and expertise to the Town of Mount Gilead. Please complete the following information and direct this form to Amy Roberts, Town Clerk.
aroberts@mtgileadnc.com or 910-439-1336 (Fax)

Check Your Interest(s): Planning and Zoning Board
Historic Preservation Commission
Community Appearance Board
Parks and Recreation Committee

I live in Mount Gilead's:

City Limits OR ETJ (extra territorial jurisdiction) OR I am a non-resident

How many years have you lived in Mount Gilead? 10 mo.

Applicant's Name:

Patricia Larcenete (Patsi)

Mailing Address:

305 Stanback Street

Street Address (if different):

Phone: (Home) _____

(Mobile) 240-346-8587 (Work) _____

Email Address:

ournewhome240@yahoo.com

Do you own a business within Mount Gilead? Yes No Years owned: just starting

Name of Business:

Mount Gilead Delivery

Location:

Mount Gilead

Educational Background:

H.S. & various certifications & licenses

Occupation:

Entrepreneur

Employer:

Self

Prior/Other Public or Volunteer Service:

Served on Super HOA Board, Chaired Community events committee & managed a company Relay for Life - annually served as a Master Gardener in MD and NC, Arranged & implemented school & grounds beautification day - Fundamentally changed them.

Why do you wish to serve on this Board/Committee? I already actively work to
better our town picking up trash, returned a
banner that fell, picking up signs & fixing them
messaging town things I've seen. I want to
help even more.

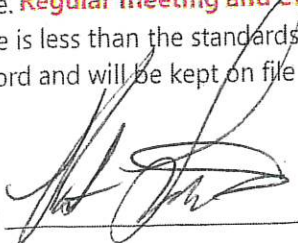
If chosen for this volunteer position, will you be able to attend after-hours meeting and assist in any special events and/or trainings that may occur?

No problem

Please share anything else you would like the Mount Gilead Town Board of Commissioners to know during their consideration.

I've been elected & am so very excited !!
Can't wait to get started !!!

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any violation of the Town of Mount Gilead Ethics Policy may be cause for my removal from any Board or Committee. **Regular meeting and event attendance is required and important to the success of any Board.** If my attendance is less than the standards established, it is cause for removal. Finally, I also understand this application is a public record and will be kept on file for one year from the date of submission to the Town Clerk.

Signature: 

Date: 2-7-2022



TOWN OF MOUNT GILEAD PUBLIC WORKS DEPARTMENT REPORT

110 WEST ALLENTON STREET, MOUNT GILEAD, NORTH
CAROLINA, 27306
JAN, 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# 10
- Water and sewer locates
- Water leak Pine St
- Repair water leaks

Repairs and Cleanup Activities

1. Clean storm drains
2. Cleaned park
3. Picked up trash on streets
4. Asphalt repair Twin Harbor
5. Asphalt repair School St

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
- 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 Main Street - 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: January 31, 2023

**Subject: Mount Gilead Police Department Monthly Report for January
2023**

During the month of January, our department successfully completed the Criminal Justice Information Services Security Awareness Training. Several officers have obtained additional training from the North Carolina League of Municipalities.

I attended the annual North Carolina Association of Chiefs Conference which is committed to enhancing the professionalism of policing in North Carolina.

Officers conducted several traffic stops and license checkpoints that yielded several citations along with narcotics and firearms seizures.

The Mount Gilead Police Department strengthened connections with Alcohol Law Enforcement and the Department of Motor Vehicles and utilized both for assistance with search warrants and training purposes.

At the end of January, a reserve officer was transferred to the open full-time position.

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.
- Officers finished their annual in-service training.
- 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

- 2301-0023, Larceny of a firearm was reported from Circle Drive. The victim stated he had multiple people at his residence that he did not know when the firearm was stolen from his residence. The victim has not yet been able to provide the police department with any kind of suspect information or serial numbers for the firearm so it can be entered into the NCIC database.
- 2301-0022, On 01/27/2023, The Mount Gilead Police Department assisted by Alcohol Law Enforcement (ALE) conducted an operation at the business of Game Time Located at 103 South Main Street in Mount Gilead NC, 27306. The scheduled event was brought to the attention of our agency by a concerned citizen who thought we should be aware of future activities scheduled to take place within Mount Gilead's town limits. An online flyer was surfacing on social media advertising the sale of alcoholic beverages. The Mount Gilead Police Department forwarded the information to ALE so the scheduled unlicensed party could be investigated insuring everyone was in compliance with North Carolina State Laws.
- 2301-0006, Assault inflicting serious injury occurred at a residence on West Second Ave. it was reported that multiple subjects jumped and assaulted the victim resulting in the victim receiving serious injury. The assailants have been identified. Warrants were issued and arrests have been made.
- 2301-0005, Report of a stolen motor vehicle consisting of a moped, the victim was referred to the original reporting agency being the moped had been reported to another agency out of county and the vehicle had already been entered into NCIC by the original submitting agency.

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 12/28/2022 - 2/1/2023

MT GILEAD POLICE DEPT	Count	Percent
ALARM (NOT FIRE) COMMERCIAL	3	1.27%
ALARM (NOT FIRE) RESIDENTIAL	1	0.42%
ANIMAL CALL (NOT ATTACKS)	1	0.42%
ARMED PERSON	1	0.42%
ASSAULT - SEXUAL ASSAULT	1	0.42%
ASSAULT (NO INJURIES)	4	1.69%
ASSIST MOTORIST	7	2.97%
BACK PAIN (NON-TRAUMATIC OR NON-RECENT TRAUMA)	1	0.42%
B-E	2	0.85%
BREATHING PROBLEMS	1	0.42%
CARDIAC OR RESPIRATORY ARREST - DEATH	2	0.85%
CARELESS & RECKLESS	1	0.42%
CITIZEN ASSIST	5	2.12%
CIVIL	2	0.85%
CIVIL DISTURBANCE	2	0.85%
COMMUNICATING THREATS	1	0.42%
CONVULSIONS - SEIZURES	2	0.85%
DAMAGE TO PROPERTY	1	0.42%
DISORDERLY CONDUCT	1	0.42%
DOMESTIC	3	1.27%
ESCORT	63	26.69%
FIGHT	1	0.42%
FOLLOWUP INVESTIGATION	3	1.27%
FRAUD	2	0.85%
INFORMATION	8	3.39%
JUVENILE(s)	1	0.42%
LARCENY	5	2.12%
MAN WITH A GUN	1	0.42%
MENTAL COMMITMENT	3	1.27%
MUTUAL AID - ASSIST OUTSIDE AGENCY	1	0.42%
No CallType	1	0.42%
NOISE VIOLATION	4	1.69%
PROWLER	1	0.42%
PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	1	0.42%
ROAD HAZARD	1	0.42%
SCHOOL CROSSING	8	3.39%
SECURITY CHECK	12	5.08%
SERVE PAPER	2	0.85%
SICK PERSON (SPECIFIC DIAGNOSIS)	2	0.85%
SPECIAL ASSIGNMENT	3	1.27%
STRANDED/ABANDONED BOAT/VEH	2	0.85%
STRUCTURE FIRE	1	0.42%

MT GILEAD POLICE DEPT	Count	Percent
SUSPICIOUS PERSON/VEH/ACTIVITY	12	5.08%
TRAFFIC ACCIDENTS (PD)	5	2.12%
TRAFFIC STOP	35	14.83%
TRANSPORTATION PI	1	0.42%
TRESPASSING	3	1.27%
UNAUTHORIZED USE	1	0.42%
UNCONSCIOUS - FAINTING (NEAR)	3	1.27%
UNKNOWN PROBLEM (MAN DOWN)	1	0.42%
VEHICLE FIRE	1	0.42%
WANTED PERSON	3	1.27%
WELFARE CHECK	3	1.27%
Total Records For MT GILEAD POLICE DEPT	236	Dept Calls/Total Calls 100.00%
Total Records		236

Activity Detail Summary (by Category)

MOUNT GILEAD POLICE DEPARTMENT

(12/28/2022 - 01/31/2023)

Incident\Investigations

13B - Simple Assault	5
220 - Burglary/Breaking & Entering	1
23H - All Other Larceny	4
240 - Motor Vehicle Theft	1
26B - Credit Card/Automatic Teller Machine Fraud	1
290 - Destruction/Damage/Vandalism of Property	2
35A - Drug/Narcotic Violations	1
520 - Weapon Law Violations	3
90G - Liquor Law Violations	1
90J - Trespass of Real Property	2
90Z - All Other Offenses	10
Total Offenses	31
Total Incidents	21

Arrests

13B - Simple Assault	1
520 - Weapon Law Violations	1
90J - Trespass of Real Property	2
90Z - All Other Offenses	5
Total Charges	9
Total Arrests	6

Accidents

Total Accidents	5
-----------------	---

Citations

Driving While License Revoked	5
-------------------------------	---

Expired Registration	7
----------------------	---

No Operator License	1
---------------------	---

Other (Infraction)	8
--------------------	---

Date: 02/01/2023 -- Time: 10:15

Page 1

Activity Detail Summary (by Category)**MOUNT GILEAD POLICE DEPARTMENT****(12/28/2022 - 01/31/2023)**

Citations

Speeding (Infraction)	17
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Secondary Charge	15
------------------	----

Total Charges	53
---------------	----

Total Citations	38
-----------------	----

Warning Tickets

Total Charges	4
---------------	---

Total Warning Tickets	3
-----------------------	---

Page 2

Incident Offenses/Victims/Status By Reporting Officer

MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (12/28/2022 - 01/31/2023)

2647 - Detective Jacob Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2301-0022	90G - Liquor Law Violations 35A - Drug/Narcotic Violations 520 - Weapon Law Violations		Closed by Arrest		01/27/2023

Officer Total Incidents: 1

4531 - Corporal Hunter T. Stone

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2212-0226	23H - Larceny	Evans, James Alva	Active	Not Applicable	12/31/2022
2301-0006	13B - Assault to Inflict Serious Injury	Woodard, James Travis	Active	Not Applicable	01/04/2023

Officer Total Incidents: 2

6280 - Patrol Officer Bobby A. Hall

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2212-0225	90Z - Structure Fire	Alston, James Byrdette Steele, Barbara Michelle Steele, Stedman Carson	Closed by Other Means	Not Applicable	12/31/2022
2301-0001	90Z - Noise Violation	Rhodes, Lisa Renee	Closed by Other Means	Not Applicable	12/31/2022
2301-0002	520 - Carrying Concealed Weapon	State of NC	Closed by Other Means	Not Applicable	01/01/2023
2301-0007	26B - Financial Transaction Card Fraud 23H - Larceny	Little, Sylvia Moishi	Closed by Other Means	Not Applicable	01/04/2023
2301-0008	13B - Simple Assault 90J - Second Degree Trespass	Covington, Reba Faye	Closed by Other Means	Not Applicable	01/04/2023
2301-0010	13B - Simple Assault 290 - Injury to Personal Property	Morrison, Ja'quashia Ty'kym Monarch	Closed by Exception	Juvenile/No Custody	01/10/2023
2301-0011	13B - Simple Assault	Horne, Lavonda Nicole	Closed by Other Means	Not Applicable	01/10/2023

Date: 02/01/2023 -- Time: 11:53

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Incident Offenses/Victims/Status By Reporting Officer

MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (12/28/2022 - 01/31/2023)

6280 - Patrol Officer Bobby A. Hall

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2301-0012	90Z - Warrant for Arrest	State of NC	Closed by Arrest	Not Applicable	01/10/2023
2301-0013	90Z - OFA/FTA Service	State of NC	Closed by Arrest	Not Applicable	01/15/2023
2301-0016	23H - Larceny	Calloway Jr, Windell	Closed by Other Means	Not Applicable	01/18/2023
2301-0018	90Z - Driving While License Revoked for Impaired Revokation 90Z - False Information to LEO 90Z - Fail to Carry Valid Driver's License 90Z - Speeding	State of NC	Closed by Arrest	Not Applicable	01/24/2023
2301-0020	520 - Carrying Concealed Gun	State of NC	Closed by Arrest	Not Applicable	01/27/2023
2301-0021	90J - Second Degree Trespass	Drake, Yasmen Pratrice	Closed by Arrest	Not Applicable	01/29/2023

Officer Total Incidents: 13

7532 - Patrol Officer Joshua C. Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2301-0004	13B - Assault	Walker, Cristopher Micheal	Closed by Other Means	Not Applicable	01/03/2023
2301-0005	240 - Motor Vehicle Theft	Spencer, Scott	Active	Not Applicable	01/04/2023
2301-0009	90Z - Driving while liscense revoked 90Z - Improper turn	Roberts Jr, Melvin Rudolph	Closed by Other Means		01/06/2023
2301-0014	220 - Breaking & Entering 290 - Damage to Property	Calloway, Anthony	Active	Not Applicable	01/16/2023

Officer Total Incidents: 4

8523 - Sergeant Adam W. Lucas

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2301-0023	23H - Larceny of Handgun	Little, Dimitri Lamont	Inactive	Not Applicable	01/31/2023

Date: 02/01/2023 -- Time: 11:53

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Incident Offenses/Victims/Status By Reporting Officer

MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (12/28/2022 - 01/31/2023)

8523 - Sergeant Adam W. Lucas

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
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Officer Total Incidents: 1

Total Incidents: 21

Mount Gilead Fire Department



January: Fire Calls

Fire - 19

Squad - 18

Total - 37

Town - 20

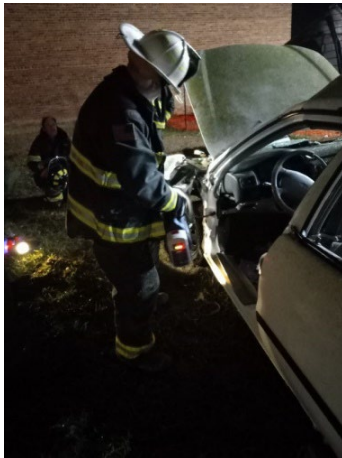
District - 16

County - 1

Out of County - 0

Total - 37

- Renovations continue at the station and are going well.
- Annual Awards dinner was held at Tillery Traditions Club House, Thank You to everyone that could attend.
- Held an Extrication training class with new tools and reviewed new techniques



Thank You for Your Continued Support!

Chief - *Keith Byrd*



TOWN OF MOUNT GILEAD

110 West Allenton Street, Mount Gilead, North Carolina, 27306

MEMORANDUM

DATE: February 3, 2023
TO: Mayor & Board of Commissioners
FROM: Ray Allen, Interim Town Manager
RE: Interim Town Manager Report

1. Mr. Jones Almond, the Town's appointee to the Montgomery ABC Board met with me on January 27 to provide a copy of the ABC Board quarterly financial statements for the three months ending September 30, 2022. A copy is in the Town offices if you would like to see it.
2. I met with Rob McIntyre of LKC Engineering on January 31 to review the \$3.5 million state grant for water and sewer improvements and to review the future sewer requirements for the proposed 872 home senior living community, 90 lakefront lots and 40 acre commercial development near Lake Tillery. A contract for LKC to provide engineering services for the \$3.5 million grant is on the February 7 agenda.
3. I have a virtual Teams meeting planned for February 3 with Piedmont Triad Regional Council staff to discuss a proposal to conduct an economic analysis of the costs and benefits of annexing the proposed lake development into the Town. The decision as to whether to include annexation in the final agreement with the developers rests entirely with the Town Board of Commissioners. However, I want to make sure you have all the factual information that you need prior to making a decision. This will be the only opportunity that the Town will have to annex this area since once the lots are sold to individual owners North Carolina's very restrictive annexation laws will make Town initiated annexation all but impossible.
4. I have been invited to a meeting on February 3 with representatives of Montgomery County and the developers for the proposed Lake Tillery area project to discuss project status.
5. I heard from Town Attorney Max Garner on January 31 that he had reviewed and approved deed restrictions proposed by Dollar General for the property that they plan to donate to the Town, and that the attorney for Dollar General is preparing the final deed.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
December 30, 2022

ANSWER KEY

MH - Minimum Housing / **OL** - Overgrown Lot / **JV** - Junk Vehicle / **JP** - Junk Pile /
AWG - Abandoned White Goods / **AC** - Animal Complaint / **ZV** - Zoning Violation

605 Julius Chambers Ave	MH/JP/OL	12/29/22
101 Julius Chambers Ave	JV	11/15/22
182 Washington Park Rd.	MH/JP	OPEN
421 W Allenton St	MH/JP	OPEN
500 W Allenton St	MH/OL	OPEN
535 W Allenton St	JV	11/21/22
533 W Allenton St	JV	11/21/22
537 W Allenton St	MH/OL	OPEN
414 S Wadesboro Blvd	MH/OL	OPEN
506 S Wadesboro Blvd	JV	11/21/22
426 S Wadesboro Blvd	JV/OL	OPEN
308 N Main St	MH/JP	OPEN
403 Cedar St	JV	11/15/22
303 Cedar St	JV	11/15/22
302 Cedar St	JV	11/15/22
507 S Wadesboro Blvd	MH/OL	OPEN
166 Emmaline St	JV	11/21/22
134 Emmaline St	JV	11/21/22
609 Julius Chambers Ave	JV	11/21/22
306 Julias Chambers Ave	JV	ABATED
112 S Main St	JV	ABATED
118 S Main St	JV	ABATED
216 S Main St	JV	11/21/22
526 Parkertown Rd	JP	1/19/22
532 Parkertown Rd	MH	OPEN
534 Parkertown Rd	JV	OPEN
432 S Wadesboro Blvd	JV	OPEN
430 S Wadesboro Blvd	JP/OL	1/19/22



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429 S Wadesboro Blvd	MH	1/19/23
200 S Main St	MH	12/31/22
206 S Main St	OL	ABATED
403 Cedar St	JV	1/28/23
408 Cedar St	OL	ABATED
424 S Wadesboro	JP	OPEN
109 E 2 nd St	JP	OPEN
303 W Allenton	JP	OPEN
430 S Wadesboro	JP	OPEN

HIGHLIGHTS

- 4 New Cases Opened
- 3 Cases Abated
- 4 cases have been scheduled for hearings for the month of December.



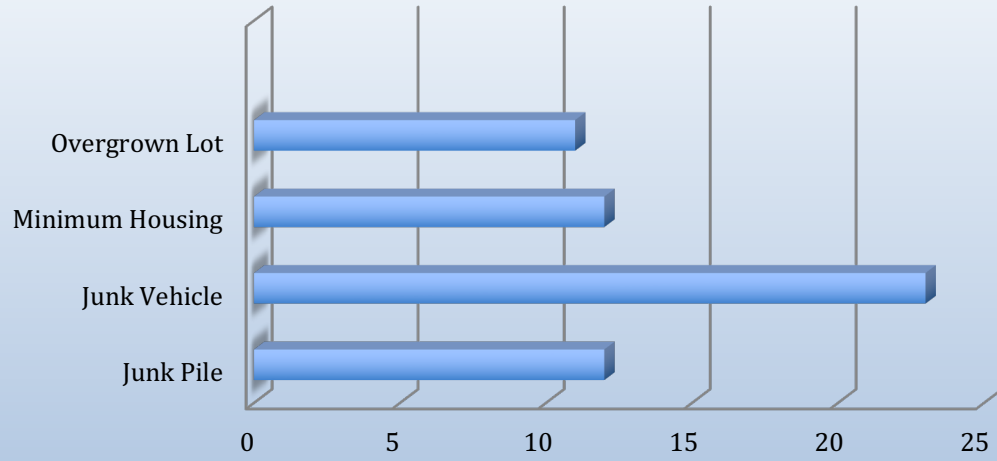
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Town of Mt. Gilead

Updated
December 30, 2022

Violations by the Numbers



	Junk Pile	Junk Vehicle	Minimum Housing	Overgrown Lot	
Violations by the Numbers	12	23	12	11	

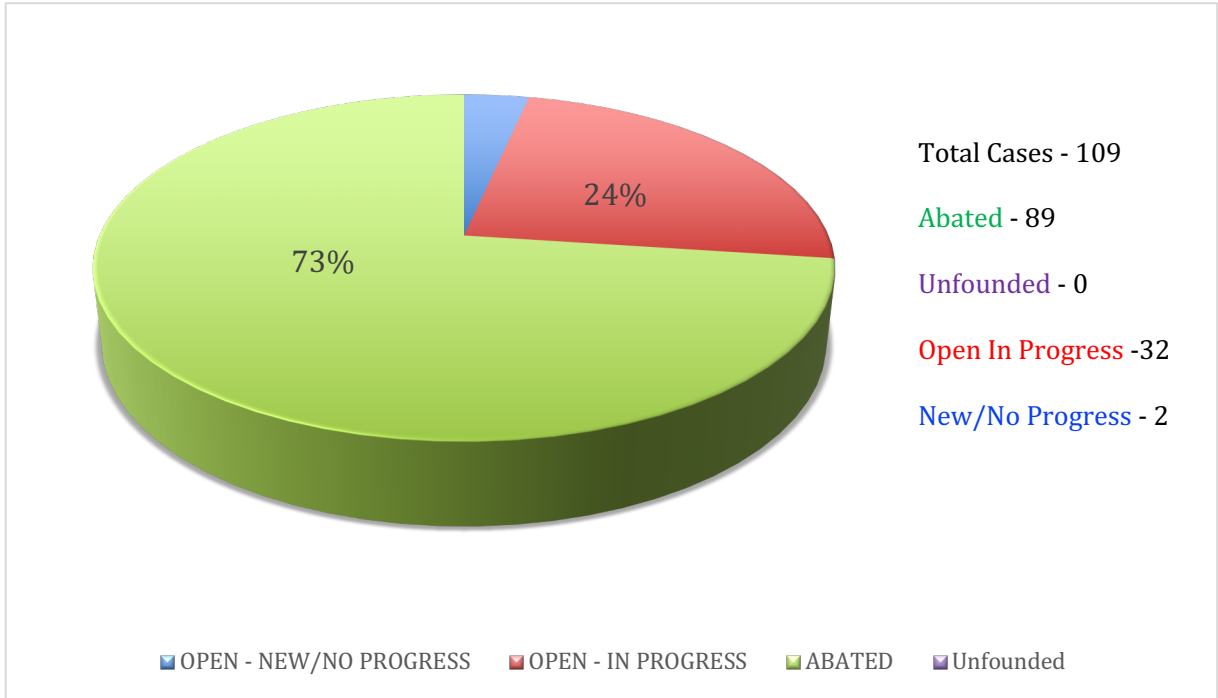


PROTECTING QUALITY OF LIFE

Alliance Code
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Monthly Report
Town of Mt. Gilead

Updated
December 30, 2022



Budget vs Actual (Summary)

Town of Mount Gilead
2/3/2023 4:17:11 PM

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Period Ending 6/30/2023

10 GENERAL FUND					
Description	Budget		YTD	Variance	Percent
Revenues					
	1,652,753		848,239.58	(804,512.92)	51%
Revenues Totals:	1,652,753	0.00	848,239.58	(804,512.92)	51%
Expenses					
ADMINISTRATION	199,300		136,890.34	62,409.66	69%
STREETS AND GROUNDS	190,045		97,429.42	92,615.08	51%
PLANNING & ZONING	27,250		11,361.00	15,889.00	42%
SOLID WASTE	95,900		54,462.21	41,437.79	57%
PARKS AND RECREATION	154,343		151,338.10	3,004.40	98%
POLICE DEPARTMENT	657,450		321,621.61	335,827.89	49%
FIRE DEPARTMENT	176,439		79,273.21	97,165.79	45%
REDEVELOPMENT CORP.	11,000		4,784.71	6,215.29	43%
POWELL BILL	50,000		50,000.00	0.00	100%
CEMETERY	8,000		1,522.43	6,477.57	19%
GOVERNING BODY	54,627		30,577.80	24,049.20	56%
LIBRARY	28,400		6,755.25	21,644.75	24%
Expenses Totals:	1,652,753	0.00	946,016.08	706,736.42	57%
10 GENERAL FUND Totals:			(97,776.50)		
20 ENTERPRISE FUND					
Description	Budget		YTD	Variance	Percent
Revenues					
	1,449,374		825,995.46	(623,378.54)	57%
Revenues Totals:	1,449,374	0.00	825,995.46	(623,378.54)	57%
Expenses					
ADMINISTRATION	284,765		164,742.68	120,022.32	58%
WATER OPERATIONS	294,342		181,565.98	112,776.02	62%
WASTE WATER COLLECTION	314,542		203,478.73	111,063.27	65%
WASTE WATER PLANT	314,750		127,992.60	186,757.40	41%
DEBT SERVICE	240,975		0.00	240,975.00	
Expenses Totals:	1,449,374	0.00	677,779.99	771,594.01	47%
20 ENTERPRISE FUND Totals:			148,215.47		