



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306  
January 2, 2024**

The Mount Gilead Board of Commissioners met on Tuesday, January 2, 2024, at 7:00 p.m. at Highland Community Center, 131 Hoffman Road, Mount Gilead, NC 27306, for the regular monthly business meeting. Present: Mayor Sheldon P. Morley, Commissioner Mary Lucas, Commissioner Paula Covington, Commissioner Vera Richardson, Town Manager Dylan Haman, Public Works Director Daniel Medley, Police Chief Talmadge LeGrand, Fire Chief Keith Byrd, and Town Clerk Lessie D. Jackson. Absentee: Mayor Pro Tem Tim McAuley.

**ITEM I. CALL TO ORDER**

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

**ITEM II. ADOPTION OF THE AGENDA**

Commissioner Paula Covington made a motion to adopt the agenda, Commissioner Mary Lucas second the motion. The motion carried.

**ITEM III. APPROVAL OF THE MINUTES**

**A. December 5, 2023 Meeting Minutes**

Commissioner Vera Richardson made a motion to approve the minutes, Commissioner Paula Covington second the motion. The motion carried.

**B. December 12, 2023 Statutorial Organizational Process Meeting Minutes**

Commissioner Vera Richardson made a motion to approve the minutes, Commissioner Mary Lucas second the motion. The motion carried.

**ITEM IV. PUBLIC COMMENT**

Reading of the Rules for Public Comment

**Patty Almond-210 E. Allenton St.** came before the Board and stated according to the School of Government after five years, you should change your auditor and your attorney. She also, discuss some other issue that she see within the town.

**Samuel E. Everhart-214 E. Allenton St.-214 E. Allenton St.** his purpose is to propose to Council that they consider adapting Urban Archery Season. Mr. Everhart shared what information he have already receive, and volunteered to gather more information needed to help Council make an inform decision.

**ITEM V. OLD BUSINESS**

**A. Stanback Park Drainage Improvement Contract**

Town Manager Dylan Haman went into detail to the Board about the Stanback Park Drainage Improvement Contact. Town Manager Dylan Haman stated that the staff would like Council to approve this agreement and move forward. Before the vote, Commissioner Paula Covington asked to go into discussion on the agreement and the Town Manager Dylan Haman answered the questions that the Board had. Commissioner Vera Richardson made a motion to approve the proposed engineering agreement, Commissioner Paula Covington second the motion. The motion carried.

**B. Stormwater AIA Engineering Services Agreement**

Town Manager Dylan Haman informed the Board that the Stormwater System AIA project had been awarded to LKC earlier this year, it is now time to pass an engineering agreement. Commissioner Paula Covington made a motion to approve the proposed engineering agreement, Commissioner Vera Richardson second the motion. The motion carried.

**ITEM VI. NEW BUSINESS**

**A. Representative Wayne Sasser**

Mayor Sheldon P. Morley gave a speech thanking Representative Wayne Sasser, and Cody Huneycutt for getting such a large donation for the Town of Mt. Gilead.

- B. NCLM MOA Resolution  
Town Manager Dylan Haman explained the NCLM MOA Resolution to the Board stating the purpose of the Resolution, and that staff recommends approving the Resolution and working with NCLM on these grant fund projects. Commissioner Mary Lucas made a motion to approve the proposed Resolution, Commissioner Vera Richardson second the motion. The motion carried.
- C. Interlocal Agreement to Provide Force Main Funding  
Representative Wayne Sasser and his Research Assistant Cody Huneycutt secured an \$8,000,000 Water/Sewer Appropriation to Montgomery County. Montgomery County would like to use the funding to enhance Mt. Gilead Water and Sewer Infrastructure by funding the design and construction of a larger force main on Lillys Bridge Rd. This funding will help to regionalize the Town's Sewer system and will place Mt. Gilead and Montgomery County in a stronger position for future development and WWTP plant expansion. Commissioner Vera Richardson made the motion to approve the proposed development funding agreement, Commissioner Mary Lucas second the motion. The motion carried.
- D. Award of Lilly's Bridge Force Main Improvement Project  
The selection committee, with Mt. Gilead Public Works Director Daniel Medley, County Public Work Director Mike Criscoe, and Mt. Gilead Town Manager Dylan Haman met to discuss the SOQ's received for Lillys Bridge Force Main Improvement Project. Staff recommends awarding the Lilly's Bridge Force Main Improvement Project to Withers Ravenel. Commissioner Mary Lucas made the motion to award the Lilly's Bridge Force Main Improvement Project to Withers Ravenel, Commissioner Paula Covington second the motion. The motion carried.
- E. Bruton Access Bids – NOT IN PACK  
Public Works Director Daniel Medley explained to the Board how we got to the point of having to get bids on an access for Bruton driveway. Public Works Director stated to the Board that money was not in the budget to move forward with the project. Town Manager Dylan Haman reiterated that staff do not recommend this project, but if the Board want to move forward, we would have to do a budget amendment. After discussion with the Board, Commissioner Mary Lucas made a motion made to move forward with the lowest bid for the project, Commissioner Vera Richardson second the motion. The motion carried.
- F. Historic Board Updates and Action  
The Town of Mt. Gilead operates a Historic District and preservation commission. Town Manager Dylan Haman stated some of the people on this board have either moved out of town or passed away. Staff is asking the Council guidance regarding a potential merger of the Planning Board and the Historic Commission. Commissioner Mary Lucas made a motion to direct staff to initiate discussions regarding the potential merge of the Town Planning Board and the Historic Preservation Commission. Furthermore, I propose that the merger shall be pursued if three more members of the planning Board demonstrate a special interest in historic preservation, or related fields, Commissioner Paula Covington second the motion. The motion carried.
- G. Request to change day of Regularly Scheduled Meetings  
The Council discussed changing the meeting date due to a conflict of scheduling with the Mayor Sheldon Morley. Commissioner Paula Covington made a motion to table the discussion until the entire Council is present, Commissioner Vera Richardson second the motion. The motion carried.
- H. Stanback Park Playground  
Mary Poplin spoke on behalf of several citizens about revitalizing Stanback Park playground. Some discussion between Mary Poplin, Town Manager, and the Board took place. Commissioner Paula Covington made a motion to approve citizens of the Town to move forward with the revitalization of Stanback Park playground and include the \$1500.00 for paint, Commissioner Vera Richardson second the motion. The motion carried.
- I. Audit Updates  
Town Manager Dylan Haman discussed with the Board about the audit updates, and signing a contract either with JB Watson or hiring a new auditor.

- J. Waste Water Treatment Plant Updates  
Town Manager Dylan Haman discussed with the Board issues at the WWTP, and that a grant has been awarded to the Town to handle some of the issues.
- K. End of Quarter Financial Update  
Town Manager Dylan Haman went over parts of the budget, and gave a financial update.

**ITEM VII. COMMITTEE REPORTS**

- A. Community Garden  
Mary Poplin gave an update on the Community Garden amidst the cold, beets and turnips are thriving. In addition, NASA responded about the Moon Tree Application.

**ITEM VIII. STAFF REPORTS (Information)**

- A. Public Works – Public Works Director Daniel Medley  
Public Works Director Daniel Medley informed Board on what his department has been working on for the month. Repaired pump at lift station #12 Twin Harbor, read town meters, repaired pump at lift station #14 Twin Harbor, cleaned all the towns' entrances, removed leaves in town, regular oil checks, and oil change in some of the service vehicles.
- B. Police Department – Chief Talmedge Legrand  
Police Chief Talmedge LeGrand and officers provided traffic control and safety for the Jingle Bell Jaunt, the Fun Run, the Christmas Parade, and Christmas on the Square event. In addition, for the month we did Shop with a Cop. This year we sponsored 14 children and had 12 volunteers from the community to help with the annual Shop with a Cop shopping day.
- C. Fire Department – Chief Keith Byrd  
Chief Keith Byrd stated the fire department applied for a grant to receive a pallet of 96 cases of water from Anhauser Bush Company and were successful in getting the grant. The Mount Gilead Fire Department also answered 25 calls for the month.
- D. Town Manager- Dylan Haman  
Town Manager Dylan Haman gave an update on the different project the employees of the town is working on.
- E. Code Enforcement Report-(Information in Packet)
- F. Wastewater Treatment Plant – ORC Manager, Donna Mills (Information in Packet)

**ITEM IX. MAYOR AND COMMISSIONERS REPORT (Information)**

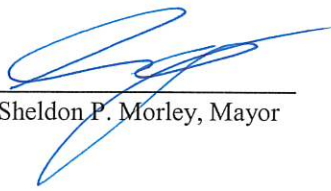
Mayor Sheldon P. Morley expressed his gratitude for the support and believing in him, and gave a speech asking citizens to be more engaged in the town.

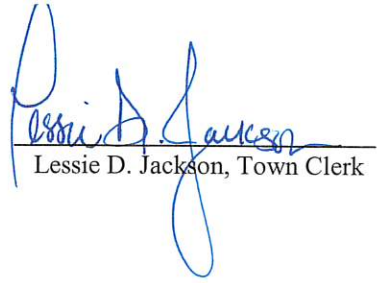
Commissioner Paula Covington spoke on the ribbon cutting for Carolina Health and Hydration. Commissioner Paula Covington went into discussion about when new businesses come to Mt. Gilead have the business owners come to the Town Board Meeting and introduce themselves. Commissioner Paula Covington also gave information on Chi Sigma One Enchanted Evening event that will take place at the Redevelopment Corporation Building on January 20, 2024 at 7:00 p.m. In addition, on January 13, 2024 at 5:00 p.m. NAACP will honor Mr. George Knight.

Commissioner Vera Richardson stated that Highland Community Center is hosting their annual MLK breakfast from 7 a.m.-12 noon. The annual Black History Program will be February 10, 2024 at Highland Community Center at 5:00 p.m.

**ITEM X. ADJOURNMENT**

Commissioner Paula Covington made a motion to adjourn the meeting, Commissioner Vera Richardson second. The motion carried. Meeting adjourn at 8:20 p.m.

  
Sheldon P. Morley, Mayor

  
Lessie D. Jackson, Town Clerk





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

---

---

**110 West Allenton Street, Mount Gilead, North Carolina, 27306  
January 2, 2024**

The Mount Gilead Board of Commissioners will meet on Tuesday, January 2, 2024, at 7:00 p.m. at Highland Community Center, 131 Hoffman Road, Mount Gilead, NC 27306, for the regular monthly business meeting.

- ITEM I. CALL TO ORDER (Mayor Morley)**  
**MOMENT OF SILENCE**  
**PLEDGE OF ALLEGIANCE**
- ITEM II. ADOPTION OF THE AGENDA (Action)**
- ITEM III. APPROVAL OF THE MINUTES (Action)**  
A. December 5, 2023 Meeting Minutes (Pages 2-4)  
B. December 12, 223 Statutorial Organizational Process Meeting Minutes (Page 5)
- ITEM IV. PUBLIC COMMENT (Town Manager Dylan Haman)**  
Reading of the Rules for Public Comment (Page 6)
- ITEM V. OLD BUSINESS**  
A. Stanback Park Drainage Improvement Contract (Pages 7-15) (Action)  
B. Stormwater AIA Engineering Services Agreement (Pages 16-23) (Action)
- ITEM VI. NEW BUSINESS**  
A. Representative Wayne Sasser (Not in Packet) (Information)  
B. NCLM MOA Resolution (Pages 24-41) (Action)  
C. Interlocal Agreement to Provide Force Main Funding (Pages 42-57) (Action)  
D. Award of Lilly’s Bridge Force Main Improvement Project (Pages 58-94) (Action)  
E. Bruton Access Bids – Not in Packet (Action)  
F. Historic Board Updates and Action (Page 95) (Action)  
G. Request to change day of Regularly Scheduled Meetings (Page 96) (Discussion)  
H. Stanback Park Playground (Not in Packet) (Discussion)  
I. Audit Updates (Not in Packet) (Discussion)  
J. Waste Water Treatment Plant Updates (Not in Packet) (Discussion)  
K. End of Quarter Financial Update (Page 97) (Discussion)
- ITEM VII. COMMITTEE REPORTS (Mary Poplin)**  
A. Community Garden (Page 98)
- ITEM VIII. STAFF REPORTS (Information)**  
A. Public Works – Public Works Director Daniel Medley (Pages 99-100)  
B. Police Department – Chief Talmedge Legrand (Pages 101-107)  
C. Fire Department – Chief Keith Byrd (Page 108)  
D. Town Manager- Dylan Haman (Page 109)  
E. Code Enforcement Report-(Information in Packet) (Pages 110-111)  
F. Wastewater Treatment Plant – ORC Manager, Donna Mills (Information in Packet) (Page 112)
- ITEM IX. MAYOR AND COMMISSIONERS REPORT (Information)**
- ITEM X. ADJOURNMENT (Action)**



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306  
December 5, 2023**

The Mount Gilead Board of Commissioners met on Tuesday, December 5, 2023, at 7:00 p.m. at Highland Community Center, 131 Hoffman Road., Mt Gilead, NC, for the regular monthly business meeting. Present were Mayor Beverly Harris, Mayor Pro Tem Tim McAuley, Commissioner Paula Covington, Commissioner Mary Lucas, Commissioner Vera Richardson, Town Manager Dylan Haman, Town Clerk Lessie Jackson, Police Chief Talmedge LeGrand, and Fire Chief Keith Byrd. Absentee was Public Work Supervisor Daniel Medley,

- ITEM I. CALL TO ORDER (Mayor Harris)**  
Mayor Harris called the meeting to order at 7:00 p.m. with a moment of silence and the Pledge of Allegiance.
- ITEM II. ADOPTION OF THE AGENDA**  
Commissioner Vera Richardson made a motion to adopt the agenda, Mayor Pro Tem second the motion. The motion carried.
- ITEM III. APPROVAL OF THE MINUTES**
- A. November 6, 2023 Meeting Minutes  
Commissioner Mary Lucas made a motion to approve the minutes, Commissioner Paula Covington second the motion and the motion carried.
  - B. October 24, 2023 Special Called Meeting Open Session Minutes  
Commissioner Vera Richardson made a motion to approve the minutes, Commissioner Paula Covington second the motion and the motion carried
  - C. October 24, 2023 Special Called Meeting Closed Session Minutes  
Commissioner Paula Covington made a motion to approve the minutes, Mayor Pro Tem second the motion and the motion carried
- ITEM IV. PUBLIC COMMENT (Town Manager Dylan Haman)**  
Reading of the Rules for Public Comment  
\*Mayor Beverly Harris gave her farewell speech.
- ITEM V. OLD BUSINESS**
- A. Update on Lilly's Bridge Road Force Main Improvement  
Town Manager Dylan Haman gave the Board an update on the proposed four bids that been received for the Lilly's Bridge Road Force Main Improvement Project. Town Manager Dylan Haman also updated the Board on the Inter-Local Agreement that the Town Manager along with Frankie Maness County Manager is working on.
  - B. Budget Amendment NCDOT Repayment  
Town Manager Dylan Haman ask the Board for action on the Amendment NCDOT Repayment. Commissioner Paula Covington made a motion to approve the proposed budget amendment and repay NCDOT, Commissioner Vera Richardson second the motion and the motion carried.
- ITEM VI. STATUTORIAL ORGANIZATIONAL PROCESS**
- A. Oath of Office – Newly Elected Town Official  
-Mayor Elect Sheldon Morley
  - B. Changing of the Mayoral Seat- Sheldon Morley  
Our new Mayor Sheldon Morley took the Oath of Office.
- ITEM VII. NEW BUSINESS**
- A. Water AIA and Wastewater AIA Budget Amendment (Action)  
Town Manager Dylan Haman gave a brief summary on the Water and Wastewater AIA grants that the Board accepted by in 2022. Town Manager Dylan Haman stated to the Board the staff is requesting approval of a general budget amendment to cover each transfer from the Water/Sewer Fund utilized in the current project ordinance. Mayor Pro Tem made a motion to approve the

proposed budget amendment and transfer money from the Water/Sewer Fund to the Water and Wastewater AIA Funds, Commissioner Vera Richardson second the motion. The motion carried.

- B. Amendment to the Audit Contract  
Town Manager Dylan Haman asked the Board of Commissioners to extend the audit contract, which is required by law for Towns that do not have their audits completed by December 1. Mayor Pro Tem made a motion to approve the proposed Amendment to the Audit Contract and Commissioner Paula Covington second the motion and the motion carried.
- C. Budget Timeline for 24-25 Fiscal Year  
Town Manager Dylan Haman discussed with the Board the time line for the upcoming budget 24-25 year. Town Manager Dylan Haman also give three key goals for the 24-25 budget year.

**ITEM VIII. COMMITTEE REPORTS**

- A. Community Garden **(Mary Poplin)**  
Mary Poplin Master Gardener gave the Board an update on the happenings with the gardener moving from summer/fall to the winter season. Mary Poplin also stated that she is still waiting to hear back from Nassau about the moon tree.

**ITEM IX. STAFF REPORTS **(Information)****

- A. Public Works – Public Works Director Daniel Medley  
Town Manager Dylan Haman gave the updates on public work in the absent of Daniel Medley. During the month of November public works, completed repairs on four pump stations, cleaned all the towns entrances, removed leaves in town, prepped the town for Christmas, regular maintenance on vehicles.  
Disconnect Policy- Town Clerk Lessie Jackson  
\*Town Clerk Lessie Jackson give an overview of the disconnect policy to the Board and explain how the one calendar year extension works.
- B. Police Department – Chief Talmedge LeGrand  
Chief Talmedge LeGrand gave updates for the month of November. The police department attended the First Responder Appreciation Meal hosted by Bethel Baptist Church. Officers continue to monitor traffic at the new four-way stop located at W. Allenton/S. Wadesboro Blvd., officers attended the scheduled grand jury session, officers continue to check business doors each night, and continue to follow-up on recent open investigations an continued regular monthly activities.
- C. Town Manager- Dylan Haman  
Town Manager Dylan Haman gave an update on hiring a new Finance Officer LeeAnn Haithcock, and the projects he has her working on this week. Town Manager Dylan Haman also updated the Board on several different project that the town staff is working on. Town Manager Dylan Haman gave a special Thank You to Laura Anderson, Melissa Williamson, and Amber Lynn for the planning of the Christmas Parade, and the downtown events that follow the parade.
- D. Code Enforcement Report-(Information in Packet)
- E. Wastewater Treatment Plant – ORC Manager, Donna Mills (Information in Packet)

**ITEM X. MAYOR AND COMMISSIONERS REPORT **(Information)****

- \*Newly Elect Mayor Sheldon P. Morley gave a speech thanking everyone for his or her support of him during his running for election, and how honored he is to be the Mayor of Mt. Gilead.
- \*Commissioner Vera Richardson announce that Highland Community Center will have their Annual Christmas Banquet on Saturday December 9, 2023 at 6:00 p.m. Montgomery County Schools will be closing on December 21, 2023 and will resume on January 29, 2024.
- \*Mayor Pro Tem is asking everyone to support Fuzz and Fizz located behind Burger Shack.
- \*Commissioner Paula Covington asked Chief Talmedge LeGrand about shop with a cop, what day the kids going shopping. Chief Talmedge LeGrand informed the Board that shop with a cop would take place December 13, 2023. Commissioner Paula Covington spoke about Lights of Love in memory of someone on December 12, 2023 at 6 p.m. at Firsthealth Hospital.

**ITEM XI.**

**ADJOURNMENT**

Commissioner Vera Richardson made the motion to adjourn the meeting and Commissioner Paula Covington second the motion and the motion carried. The meeting adjourned at 8:00 p.m.

\_\_\_\_\_  
Sheldon P. Morley, Mayor

\_\_\_\_\_  
Lessie D. Jackson, Town Clerk





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

---

---

**110 West Allenton Street, Mount Gilead, North Carolina, 27306  
December 12, 2023**

The Mount Gilead Board of Commissioners met on Tuesday, December 12, 2023, at 7:00 p.m. at Highland Community Center, 131 Hoffman Road., Mt Gilead, NC, for the Statutorial Organizational Process. Mayor Sheldon P Morley, Mayor Pro Tem Tim McAuley, Commissioner Mary Lucas, Commissioner Vera Richardson, Town Manager Dylan Haman, and Town Clerk Lessie Jackson. Absentee: Commissioner Paula Covington

**ITEM I. CALL TO ORDER**

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

**ITEM II. ADOPTION OF THE AGENDA**

Commissioner Vera Richardson made a motion to adopt the agenda, Mayor Pro Tem second the motion. The motion carried.

**ITEM III. STATUTORIAL ORGANIZATIONAL PROCESS**

Mayor Morley called on Lessie Jackson to administer the Oath of Office to the incoming mayor, and board members. The Oath was administered to Mayor Sheldon Morley, Commissioner Mary Lucas, and Paula Covington.

Next, Mayor Morley opened the floor for nominations to elect the Mayor Pro-Tempore. Commissioner Vera Richardson made a motion to re-elect Tim McAuley as the Mayor Pro-Tempore with a second from Commissioner Mary Lucas. The Motion carried.

**ITEM IV. ADJOURNMENT**

Commissioner Vera Richardson made a motion to adjourn, Commissioner Mary Lucas second. The motion carried. Meeting adjourned at 7:15 p.m.

---

Sheldon P. Morley, Mayor

---

Lessie D. Jackson, Town Clerk

# TOWN OF MOUNT GILEAD

Post Office Box 325  
110 West Allenton Street  
Mount Gilead, North Carolina 27306  
Incorporated 1899  
Phone (910) 439-5111 – Fax (910) 439-1336

**Mayor**  
Sheldon Morley

**Mayor Pro Tem**  
Tim McAuley

**Commissioners**  
Vera Richardson  
Paula Covington  
Mary Lucas

**Town Manager**  
Dylan Haman

**Town Clerk**  
Lessie Jackson

## Rules for Public Comment

Meeting of the Town Board of Mount Gilead always include a Public Comment period. The purpose of this time is for members of the community and the general public to make their views known directly to the Town Board. To ensure a fair proceeding for all who wish to speak, please be aware of the following rules that were unanimously adopted in December 2016, that will be observed during all public meetings:

1. All persons wishing to speak shall do so from the podium to ensure an accurate record of testimony. Each person requesting to speak shall do so by signing their name, phone number on the Public Comment sign up sheet and must provide a phone number, address, and/or email address in order. No one is permitted to speak from the audience or interact and/or question the person speaking. This is a public comment session and not a public debate. Open Meetings laws for the State of North Carolina, section 197, pg. 87., and section 239, pg. 105, agree that a Mayor nor the Board of Commissioners are allowed to respond to public comment or debate with a citizen during this time. If a response is necessary, a separate meeting can be called to discuss the issue at hand or if the answer is readily available it will be answered during Department Reports by the Town Manager.
2. Each person who has signed up to speak shall have one opportunity to speak for a period not to exceed 3 minutes in duration. The speaker will not be permitted to speak again once they leave the podium, or their 3 minutes expire.
3. The Board requests that a group be represented by a spokesperson in order to keep repetitive testimony at a minimum. If this spokesperson is representing a group of more than 5 citizens, he/she is afforded the opportunity to speak for a period not to exceed 5 minutes.
4. Town staff will note all comments and provide answers directly to citizens or make information available town-wide during department reports or at the next meeting.
5. Inflammatory or immaterial testimony will not be allowed.
6. In addition to the comment period during the public meeting, individuals can provide written comments to the Town Board of Commissioners by submitting them in writing to the Town Clerk. This can be addressed by email to [clerk@mtgileadnc.com](mailto:clerk@mtgileadnc.com) or via USPS at PO Box 325, Mt. Gilead, NC 27306.

<b>Meeting Date:</b> 1/02/24	<b>Agenda Item Number:</b> OLD BUSINESS A
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Public Works
<b>Attachments:</b> Agreement to Furnish Professional Engineering Services NCDEQ PROJECT NO: SRP-SW-ARP-0027	

**Topic: Stanback Park Drainage Improvements Contract**

**Staff Summary:** The Town Board awarded the Stanback Park Drainage Improvements Contract to LKC earlier this year. It is now time for a contract on this project.

<b>Direct Cost:</b> GRANT FUNDED	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action: -</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b> Budget Amendment	

**Staff Recommendation:** Staff recommends approving the proposed agreement.

**Examples of Motions:**

Approve: I make a motion to approve the proposed engineering agreement

Deny: I make a motion to deny the proposed Engineering agreement

Need More Time: I make a motion to table this agenda item to another meeting on (date):

**AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES**

**TOWN OF MOUNT GILEAD, NORTH CAROLINA**

**STANBACK PARK DRAINAGE IMPROVEMENTS**

**NCDEQ PROJECT NO.: SRP-SW-ARP-0027**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 construct a stormwater retention pond in or around Stanback Park to reduce the impacts of severe rain events in the future. The project will also include enhancements to constructed and natural conveyance features in and around Stanback Park to improve water quantity and water quality issues. The scope of the Stanback Park Drainage Improvements will generally consist of the following components:

1. The construction of a new, wet-weather retention pond in the Stanback Park area. The pond will increase the retention capacity of the stormwater system in the park area, lessening or even preventing the flooding that has been experienced in the past.
2. Enhancements to the existing concrete swale that runs through the center of Stanback Park. The concrete swale will be demolished, and the swale will be re-established as a channel containing features similar to a natural conveyance feature, which will provide additional flood reduction and environmental benefits.
3. Modifications to the existing conveyance channel that runs under Haywood Avenue. The existing conditions of the channel are conducive to flooding, so this project will widen and deepen the channel to increase conveyance capacity and efficiency to reduce flooding.

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

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

**I. ENGINEERING SERVICES – PRELIMINARY ENGINEERING REPORT**

1. Meet with Town staff to review the goals of the project and proposed service area.
2. Review the current preliminary cost estimates, update as needed, and review with Town staff.
3. Perform preliminary calculations and concept/schematic level design for stormwater and stream channel improvements within Stanback Park and E Haywood Lane.
4. Incorporate findings from Environmental Investigations and recommendations as detailed herein.
5. Prepare the Preliminary Engineering Report that summarizes the findings described in Items 1-4 above in conformance with the NCDEQ-DWI guidelines.
6. Review the findings of the report with Town staff (and Town Board if requested).
7. Make any modifications to the Preliminary Engineering Report as requested by the Town or by NCDEQ-DWI.

Payment for the PRELIMINARY ENGINEERING REPORT described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500.00)**.

**II. ENGINEERING SERVICES – ENVIRONMENTAL INVESTIGATION**

1. Utilize environmental sub-consultants to determine the presence of surface waters and wetlands and to provide permitting feasibility for all stormwater improvement options at Stanback Park and E Haywood Lane. This effort will include the following:
  - a. Perform detailed surface water and wetland delineation of Stanback Park and areas immediately upstream and downstream.
  - b. Provide permitting guidance to the Town based on the findings of the surface water and wetland delineation(s).
2. Incorporate delineation and permitting information into the Preliminary Engineering Report.

Payment for the ENVIRONMENTAL INVESTIGATION described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500)**.

### **III. ENGINEERING SERVICES – DESIGN SURVEYING**

1. Perform all necessary site surveying to develop detailed drawings for permitting and construction, to meet the Town's and Funding Agency's expectations.

Payment for the DESIGN SURVEYING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **FIVE THOUSAND DOLLARS (\$5,000.00)**.

### **IV. ENGINEERING SERVICES – DESIGN AND PERMITTING**

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 NCDEQ-DWI.
8. Acquire all applicable regulatory approval required for construction.

Payment for the DESIGN AND PERMITTING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **ONE HUNDRED AND ONE THOUSAND DOLLARS (\$101,000.00)**.

### **V. ENGINEERING SERVICES – BIDDING AND AWARD**

1. Prepare and package the construction documents for bidding purposes.
2. Facilitate the formal bidding process including a potential 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 **EIGHTEEN THOUSAND DOLLARS (\$18,000.00)**.

## **VI. 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 **EIGHTY-SEVEN THOUSAND DOLLARS (\$87,000.00)**.

## **VII. 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)**.

## **VIII. 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 the location of the proposed retention pond.
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 **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**.

LKC's services under this AGREEMENT shall not include (1) negotiations with property owners for real property or easement acquisition that would require a real estate license, (2) 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.

## **IX. 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.

#### **X. 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 **1000 days** from the date of this Agreement.

#### **XI. 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: \_\_\_\_\_

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
LANDSCAPE ARCHITECT	\$120.00/HOUR
PROJECT MANAGER	\$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

<b>Meeting Date:</b> 1/02/24	<b>Agenda Item Number:</b> OLD BUSINESS B
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Public Works
<b>Attachments:</b> Agreement to Furnish Professional Engineering Services NCDEQ PROJECT NO: SRP-SW-ARP-0058	

**Topic: Stormwater System AIA Engineering Services Agreement**

**Staff Summary:** The Town Board awarded the Stormwater System AIA project to LKC earlier this year. It is now time to pass an engineering agreement.

<b>Direct Cost:</b> GRANT FUNDED	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action: -</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b> Budget Amendment	

**Staff Recommendation:** Staff recommends approving the proposed agreement.

**Examples of Motions:**

Approve: I make a motion to approve the proposed engineering agreement

Deny: I make a motion to deny the proposed Engineering agreement

Need More Time: I make a motion to table this agenda item to another meeting on (date):

**AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES**

**TOWN OF MOUNT GILEAD, NORTH CAROLINA**

**STORMWATER SYSTEM ASSET INVENTORY AND ASSESSMENT**

**NCDEQ Project No.: SRP-SW-ARP-0058**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between TOWN OF MOUNT GILEAD, NORTH CAROLINA, hereinafter called MOUNT GILEAD or TOWN, and LKC ENGINEERING, PLLC, hereinafter called LKC or ENGINEER.

WHEREAS, Mount Gilead wishes to develop a comprehensive study of the existing stormwater infrastructure components that are included as part of, or create influence on, the stormwater drainage systems within the municipal limits of the Town.

WHEREAS, Mount Gilead has received support and funding from the Division of Water Infrastructure (DWI) through the Local Assistance for Stormwater Infrastructure (LASII) program for the subject stormwater system study (NCDEQ Project No. SRP-SW-ARP-0058).

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

**I. ENGINEERING SERVICES RECORD DRAWING ARCHIVING and DIGITAL SCANNING**

- i. ENGINEER shall scan and provide the OWNER with digital copies of all available Storm Sewer Project Drawings. The OWNER shall be responsible for providing the original copies for scanning.
- ii. The ENGINEER and OWNER will review drawings to be archived and maintained on file in the new digital system for accuracy with the new mapping and stormwater system inspection report information.

Payment for the RECORD DRAWING ARCHIVING and DIGITAL SCANNING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TEN THOUSAND DOLLARS (\$10,000.00)**.

## **II. ENGINEERING SERVICES – STORMWATER SYSTEM MAPPING UPDATE**

- i. Engineer will obtain existing record drawings, construction plans, and existing maps from Mount Gilead to develop an initial map of Mount Gilead’s stormwater system.
- ii. Coordinate meetings with Town Staff to discuss any known discrepancies between the initial map and local knowledge of the system.
- iii. Continue to update the map based on received local knowledge and field surveying throughout the project.
- iv. Provide final maps of the stormwater system to the Town upon completion of the project.

Payment for the STORMWATER SYSTEM MAPPING UPDATE described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

## **III. ENGINEERING SERVICES – ASSET INVENTORY AND ASSESSMENT**

- i. ENGINEER will coordinate with the Town to determine “Priority Areas” within the stormwater system that consistently pose issues and are prone to flooding.
- ii. ENGINEER will develop a strategic plan to manage field crew and survey all stormwater assets within the priority areas.
- iii. Conduct detailed evaluation and field surveys of existing stormwater inlets and culverts within the priority areas. Field surveys will include asset inventory and assessment of all relative, feasible components within the priority areas, documenting key information such as type, size, material, and condition.
- iv. The asset inventory will be developed based on the information obtained during the mapping, field inspections, and condition assessments of the stormwater system. The inventory of assets will document key information such as type, size, material, and condition.
- v. The project team will then generate a prioritized scoring of all asset components within the system, based on the key information documented and factors like redundancy, likelihood of failure, and consequence of failure. The scoring of the assets will be utilized for the development of the capital improvement plan.
- vi. Upon completion of the project, ENGINEER will provide the Town with a detailed inventory of the stormwater system.

Payment for the ASSET INVENTORY AND ASSESSMENT described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**.

#### **IV. ENGINEERING SERVICES – HYDROLOGIC ANALYSIS AND PRELIMINARY DESIGNS**

- i. Hydrologic and Hydraulic modeling software(s) will be used to analyze existing storm drainage systems within the established priority areas, including both closed conduit and open channel systems.
- ii. Field survey data and drainage basin maps will be used to develop the hydrologic models. Connectivity will be verified, and the model calibrated through additional field work and Engineering analysis.
- iii. Utilize hydrologic models to verify infrastructure capacities, flood-prone areas, and peak flows and identify system deficiencies.
- iv. Utilize the model results to develop proposed solutions to the system deficiencies and prepare preliminary design with cost estimates.
- v. All recommendations made and results found based upon the modeling of the existing stormwater system will be summarized in the stormwater assessment report.

Payment for the HYDROLOGIC ANALYSIS AND PRELIMINARY DESIGNS described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000.00)**.

#### **V. ENGINEERING SERVICES – CAPITAL IMPROVEMENT PLAN**

- i. Develop a Capital Improvement Plan (CIP) based on asset inventory and condition assessment from the study.
- ii. The CIP will consist of detailed cost estimates in a prioritized list of improvements necessary to address the recurring flooding issues within the priority areas analyzed.
- iii. Provide recommendations for funding opportunities for the identified capital improvement items.

Payment for the CAPITAL IMPROVEMENT PLAN described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

#### **VI. ENGINEERING SERVICES – OPERATION AND MAINTENANCE REPORT / CRITICAL ASSETS**

- i. Meet with OWNER to review all critical assets within the stormwater collection and conveyance systems, including inlet structures, closed-circuit conveyance networks, and natural conveyance features.
- ii. Develop a comprehensive Operation & Maintenance (O&M) Report of all critical assets. During inspection of the assets, ENGINEER will engage and include OWNER during process for educational training on operation and maintenance of assets.
- iii. Prepare detailed estimates for repair, asset maintenance, and/or replacement as needed. Assets will be graded based on criticality of condition, likelihood of failure, probability of environmental concern and other factors.

- iv. Provide a final Operation and Maintenance report based on review of critical assets, along with operation and maintenance manual updates as necessary, and copies of pump curves and detailed data on each asset. This O&M report will be integral to the Stormwater Assessment Report, but provided as a stand-alone document for staff reference daily.

Payment for the OPERATION AND MAINTENANCE REPORT / CRITICAL ASSETS described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

## **VII. ENGINEERING SERVICES – STORMWATER ASSESSMENT REPORT**

- i. Develop a Stormwater Assessment Report that incorporates results from fieldwork, detailed inventory, condition assessments, maps of the Town's stormwater system, hydrologic model results, Capital Improvement Plan, and an Operation & Maintenance Plan to upkeep the existing and proposed stormwater infrastructure.
- ii. Develop a preliminary or draft version of the report based on initial findings and review with all necessary project stakeholders.
- iii. Coordinate group meetings with the Town and project stakeholders to share and discuss the draft report.
- iv. Prepare a final report based on feedback and revisions discussed during the draft review.
- v. Present the final report and findings to the Town's Council and provide an opportunity to answer any questions, as required by the funding agency.

Payment for the STORMWATER ASSESSMENT REPORT described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**.



LKC's services under this AGREEMENT shall not include (1) preparation of detailed biological survey or assessment, (2) preparation of an environmental assessment or environmental impact statement, (3) negotiations with property OWNERS for real property or easement acquisition that would require a real estate license, (4) wetlands delineation or wetlands permitting, (5) preparation of a geotechnical report of subsurface exploration, (6) payment of permit fees. These services, if required, may be arranged for, and furnished by LKC and separately paid for by MOUNT GILEAD for a fee to be subsequently agreed upon if the need for these services arises.

#### **VIII. PAYMENT TERMS**

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

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

Should LKC be required to render additional services in connection with related work upon which the work scope does not apply, or if the scope of the project is modified by Mount Gilead, 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 Mount Gilead and LKC.

#### **IX. 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 deliverable of the proposed project. LKC anticipates that the term of service for the Professional ENGINEERING Services shall be **730 days** from the date of this Agreement.

**X. 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 Mount Gilead.

Mount Gilead and LKC hereby agree to the full performance of the covenants contained within pages 1 through 6 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: \_\_\_\_\_

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	\$120.00/HOUR
PROJECT MANAGER	\$110.00/HOUR
SURVEY CREW	\$100.00/HOUR
PROJECT ENGINEER	\$ 80.00/HOUR
DESIGNER	\$ 80.00/HOUR
CONSTRUCTION MANAGER	\$ 80.00/HOUR
ADMINISTRATOR	\$ 60.00/HOUR

Note: Hourly rates listed above use the Safe Harbor Indirect Cost Rate Application Form, approved by NCDOT

<b>Meeting Date:</b> 01/02/2024	<b>Agenda Item Number:</b> New Business B
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Administration
<b>Attachments:</b> Resolution to approve municipal accounting services, cybersecurity, and technical assistance memorandum of agreement.	

**Topic: Municipal Accounting and Cybersecurity Grant Through NCLM**

**Staff Summary:** The North Carolina League of Municipalities recently received funding through two grants to provide cybersecurity and Municipal Accounting Services to small towns in North Carolina. The League has offered to provide these services to Mount Gilead, including a free Cybersecurity assessment and three years of a free new accounting software called Black Mountain. This MOA also covers any additional services offered through the grant as well.

<b>Direct Cost:</b> 0.00	<b>Line Item Utilized</b>
<b>Amount Remaining after Action:</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b>	

**Staff Recommendation:** Staff recommends approving the Resolution and working with the NCLM on these grant funded projects.

**Examples of Motions:**

Approve: I make a motion to approve the proposed Resolution.

Deny: I make a motion to deny the proposed budget amendment

Need More Time: I make a motion to table this agenda item to another meeting on (date):

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,  
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF  
AGREEMENT**

**WITNESSETH:**

**WHEREAS**, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

**WHEREAS**, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

**WHEREAS**, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

**WHEREAS**, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

**WHEREAS**, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

**WHEREAS**, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

**WHEREAS**, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

**WHEREAS**, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

**WHEREAS**, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

**WHEREAS**, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

**NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF MOUNT GILEAD:**

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN/CITY OF MOUNT GILEAD

By: \_\_\_\_\_

(Name)

Mayor

ATTEST:

\_\_\_\_\_

(Name)

Town Clerk

**Exhibit A**  
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND  
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

## **MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT**

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Mount Gilead (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

#### **2. Grants Awarded to the NC League of Municipalities.**

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.



### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

### **5. Additional Services.**

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

### **6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

### **7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

#### **8. Duties of the Municipality.**

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at [www.sam.gov](http://www.sam.gov).

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

### **Article II. Scope of Funded Activities.**

#### **1. Scope of Services**

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

#### **2. Approved Budget.**

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

#### **3. Prior Approval for Changes.**

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

#### **4. Allowable Costs for Services Rendered.**

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

#### **5. Prohibited Uses of Funding.**

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

## **2. Invoices.**

Email invoices to [Accountspayablearp@nclm.org](mailto:Accountspayablearp@nclm.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

### **Article IV. Compliance with Grant Agreement and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

#### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

### **4. Suspension and Debarment.**

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).

### **5. Byrd Anti-Lobbying Amendment.**

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

### **6. Publications.**

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

## **7. Equal Opportunity and Other Relevant Federal Laws**

The Municipality agrees during the performance of this Agreement the following:

### **Civil Rights Laws.**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

### **Fair Housing Laws.**

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

### **Disability Protections.**

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

### **Age Discrimination.**

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

### **Americans with Disabilities Act.**

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Clean Air Act.**

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

### **Federal Water Pollution Control Act.**

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

**Hatch Act.**

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

**Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.**

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

**Governmentwide Requirements for Drug-Free Workplace.**

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

**Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

**Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

**Article V. Limitations of Liability**

**1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

## **Article VI. General Conditions.**

### **2. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **3. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

### **4. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

### **5. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

### **6. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.



## **7. North Carolina Public Records Law**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

## **8. E-Verify**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

## **9. Iran Divestment Act**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

## **10. Companies Boycotting Israel Divestment Act**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

*[Remainder of page left blank intentionally. Signatures are on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF MOUNT GILEAD**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

## **Exhibit A League Services**

**In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.**

### **1. Cyber Security Assessment**

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

### **2. IT Evaluation**

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

### **3. Hardware and Software Acquisition**

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

**All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.**

#### **4. Hardware and Software Installation**

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

#### **5. Finance Evaluation and Assistance During Implementation**

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

#### **6. Ongoing Cyber Security Consulting**

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

#### **7. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

#### **8. Communication Services**

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

**6. Duties of the Municipality**

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

**7. Duties of the League Related to Data Security**

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

<b>Meeting Date:</b> 12/05/23	<b>Agenda Item Number:</b> New Business C
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Administration
<b>Attachments:</b> DEVELOPMENT FUNDING AGREEMENT	

**Topic: Development Funding Agreement**

**Staff Summary:** Representative Sasser and his Research Assistant Cody Honeycutt secured an \$8,000,000 Water/Sewer Appropriation to Montgomery County. Montgomery County would like to use the funding to enhance Mount Gilead Water and Sewer Infrastructure by funding the design and construction of a larger force main on Lilly’s Bridge Road. This funding will help to regionalize the Town’s Sewer system and will place Mount Gilead and Montgomery County in a stronger position for future development and WWTP plant expansion.

<b>Direct Cost:</b> GRANT FUNDED	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action: -</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget: -</b>	

**Staff Recommendation:** Staff recommends approving the development funding agreement.

**Examples of Motions:**

Approve: I make a motion to approve the proposed development funding agreement.

Deny: I make a motion to deny the proposed development funding agreement

Need More Time: I make a motion to table this agenda item to another meeting on (date):

**STATE OF NORTH CAROLINA**

Prepared By and after Recording Return to:

**COUNTY OF MONTGOMERY**

**DEVELOPMENT FUNDING AGREEMENT**

This **DEVELOPMENT FUNDING AGREEMENT** (hereinafter at times the "**Agreement**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**") by and between the County of Montgomery, a North Carolina County, a body politic and corporate (hereinafter sometimes also referred to as "Montgomery County" or the "**County**"), and the Town of Mt. Gilead, an incorporated North Carolina Municipal Corporation (hereinafter sometimes also referred to as "Mt. Gilead" or the "**Town**"). The County and the Town may at times be hereinafter collectively referred to as the "**Parties**."

**RECITALS AND ACKNOWLEDGMENTS:**

1. Lennar Carolinas, LLC (the "**Developer**") has a secured title, option, purchase agreement and/or other interest in contiguous properties located along Lilly's Bridge Road in Montgomery County (the "**Property**") and further identified as:

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

2. Because development of the Property benefits them both, the County and the Town entered a development agreement with the Developer setting out the responsibilities of each regarding the provision of water and sewer infrastructure and services to the Property that assumes the Town will receive an Eight Million Dollar (\$8,000,000) grant from the General Assembly (the “**Grant Funding**”).
3. To facilitate the Development, the Town agreed to construct certain improvements to its sewer facilities necessary to provide waste water treatment service to the Property as described in V.1.b. hereinafter (the “**Improvements**”) provided that the North Carolina General Assembly appropriated the Grant Funding to the Town for the Sewer Upgrade portion of the Improvements, and the County agreed to extend its water facilities to provide water service to the Property.
4. The North Carolina General Assembly appropriated Eight Million Dollars (\$8,000,000) in the 2023 Appropriations Act (HB 259) to the County for water and sewer infrastructure projects, however there was no appropriation of funds to the Town.
5. The County agrees that the Town’s completion of the Improvements so that the Property can be developed, regardless of who might be the developer, will benefit it as well as the Town by increasing its property tax base among other benefits, and further agrees that the Grant Funding is necessary for the Town to construct the Sewer Upgrade.



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

**I. RECITALS AND ACKNOWLEDGMENTS MATERIAL**

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

**II. TERM AND TERMINATION**

The term of this Agreement shall commence on the date on which this Agreement is executed by the County and Town (the “**Commencement Date**”), and shall terminate on the date which is nine (9) years thereafter (the “**Term**”). Notwithstanding such termination date, provided that neither party is in default of this Agreement, at the conclusion of five years from the Commencement Date the termination date of this Agreement shall automatically be extended for one (1) additional five (5) year term. At the conclusion of the initial five (5) year extension of the Term, provided that neither party is in default of this Agreement, the termination date of this Agreement shall automatically be extended for a second and final additional five (5) year term.

**III. PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions of agreement between the Town and the County regarding the Town’s obligations to make the Improvements

and regarding the County's obligation to reimburse the Town from the Grant Funding for costs for the Sewer Upgrade and to provide the water services and facilities as described herein.

#### **IV. DUTIES OF THE COUNTY**

1. The County agrees that the Grant Funding shall be used exclusively to reimburse the Town for the Sewer Upgrade as provided herein and that it shall account for all transactions in a distinct fund and make available to the Town the proceeds to complete the Sewer Upgrade as well as the acquisition of any easements necessary for the Sewer Upgrade.
2. To accomplish the foregoing, the County agrees to reimburse the Town for invoices paid by the Town for costs of the Sewer Upgrade and presented to the Town according to the procedures set out in Section VI of this Agreement.
3. The County shall provide and reserve a total allocation of up to 0.5 MGD of potable water (the "**County Total Water Allocation**") to the Town of Mt. Gilead at a point(s) of entry to the Property via a master meter(s).
4. The County shall install, own, operate and maintain the master meter(s) at the point(s) of entry to measure the flow for purposes of billing the Town, and upon advance notice from the Town shall allow the Town and/or its agent access to the meter(s) for purposes of inspection and calibration.
5. All terms regarding rates, billing, collections and other terms for providing water shall be governed by the then most recent contract between the County and Town.
6. The County agrees to approve future allocations in amounts requested by the Town provided the total of requested allocations does not exceed the County Total Water Allocation.

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

**V. DUTIES OF THE TOWN**

1. The Town shall design, construct and administer the Improvements and acquire the necessary easements as described immediately below:
  - a. The Town will construct internal improvements to Lift Station #6 and design the upgrade to the Lilly's Bridge Road Force Main using its existing funds.
  - b. The Town will design and construct an upgrade to the Lilly's Bridge Road Force Main (the "Sewer Upgrade") using the Grant Funding as set out in this Agreement.
2. The Town shall be responsible for the operation, maintenance and repair of all on-site water and sewer facilities and improvements and shall be responsible for acquiring all easements and for the construction, operation, maintenance and repair of all off-site sewer facilities and improvements necessary to serve the Property, including any and all costs and expenses thereof, and by entering this Agreement the County assumes no such responsibilities other than reimbursing the Town from the Grant Funding as provided herein.

3. The Town shall comply and shall require its contractors to comply, with all required conditions of the Grant Funding and NCDEQ environmental regulations applicable to the Improvements work.
4. The Town, in accordance with applicable laws pertaining to public construction projects, shall enter into contract(s) for the development of the construction documents for the Improvements and contract(s) for the work on the Improvements.

**VI. PROCEDURE FOR REIMBURSEMENT**

1. The Town from time-to-time shall present to the County a written request for reimbursement accompanied by a reasonably detailed invoice or invoices for design and construction of the Sewer Upgrade and paid receipts for such invoices. Because the County must seek reimbursement from NCDEQ, a request shall be in a form and include documentation specified by the County that will satisfy DEQ's reimbursement requirements.
2. If applicable to the invoice(s) the Town shall present:
  - a. Certification from the contractor or engineer of record that the Improvements have been completed substantially in accordance with applicable requirements.
  - b. Affidavit of payment of the contracts executed by the contractor of record.
  - c. Affidavit of release of liens or final lien waiver from the contractor of record.
3. Within seven (7) days of the reimbursement request, the County shall either:
  - a. Pay the reimbursement request in full or notify the Town of any invoices or costs it considers questionable or for which it requests additional information, in which case the County may withhold reimbursement for such invoices or costs and shall reimburse the Town for any invoices or costs that it does not question.

- b. In the event the County notifies the Town it is withholding part or all of a reimbursement request, it shall include in the notification a specific explanation of the reasons for withholding the funds and, to the extent possible, shall specify any additional information or documents it needs to support the request.
  - c. Upon receiving the requested additional information or documents, the County shall make the withheld reimbursement within seven (7) days or notify the Town as to its reasons for further withholding funds.
- 4. In the event NCDEQ withholds all or part of a County reimbursement request, the Town shall cooperate with the County as needed to resolve the matter and receive the requested reimbursement.
- 5. If the Parties are unable to resolve between themselves any issue regarding a reimbursement request, they shall initiate mediation as provided in Section XII.B. herein to assist in reaching a resolution as quickly as is feasible.
- 6. The County may deduct its reasonable expenses, including its share of the cost of any mediation, for reimbursing the Town as provided herein.
- 7. In the event the Town does not require the full amount of the Grant Funding to complete the Sewer Upgrade, the remaining funds shall be used for water and/or sewer facilities as agreed to by the Parties, with first priority given to additional services needed for the Property.

## **VII. NOTICES**

All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through

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

If to County:

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

With Copy to:

Russ Hollers, Attorney at Law

If to Town:

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

With Copy to:

\_\_\_\_\_, Attorney at Law

#### **VIII. ASSIGNMENT; ESTOPPEL**

A. The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement. Further, the parties agree that the contract rights hereunder may not

be assigned by either party nor the duties hereunder delegated to any third party without the express written consent of the other.

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

**IX. STATUTES AND REGULATIONS, GENERALLY**

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

**X. LIMITATION OF LIABILITY AND NO THIRD PARTY RIGHTS**

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

**XI. FORCE MAJEURE**

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

**XII. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

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

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



C. Except as may be specifically provided in this Agreement, each Party will be responsible for its own legal fees and expenses incurred in connection with any and all transactions contemplated by this Agreement.

**XIII. MODIFICATION OF AGREEMENT**

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

**XIV. INTERPRETATION**

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

**XV. SEVERABILITY**

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

**XVI. NON-WAIVER**

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

**XVII. BINDING NATURE OF AGREEMENT**

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

**XVIII. ENTIRE AGREEMENT**

This Agreement replaces and supersedes all prior agreements and representations, oral or written, between the Parties regarding the Town's obligation to make the Improvements and the County's obligation to provide water services and to reimburse the Town from the Grant Funding unless otherwise stated or indicated by context, excepting any Exhibit or future document to be executed by the Parties pursuant to this Agreement.

(Signatures Appear on Next Page)



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

**TOWN OF MT. GILEAD**

BY: \_\_\_\_\_ (SEAL)

PRINT NAME:

Mayor, Town of Mt. Gilead

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

*(affix notarial stamp below)*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_



<b>Meeting Date:</b> 01/02/2024	<b>Agenda Item Number:</b> New Business D
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Public Works
<b>Attachments:</b> WithersRavenel SOQ	

**Topic: Award of Lilly’s Bridge Road Force Main Improvement Project**

**Staff Summary:** The selection committee, with Mount Gilead Public Works Director Daniel Medley, County Public Works Director Mike Criscoe, and Mount Gilead Town Manager Dylan Haman met last month to discuss the SOQ’s received for the Lilly’s Bridge Force Main Improvement Project. Staff received four SOQ’s from qualified firms. After substantial deliberation, staff is recommending to award the project to North Carolina Based Firm Withers Ravenel. Staff recommends this firm due to their experience on similar and larger sized force mains throughout the state, familiarity with wetland challenges, and identification of utility conflicts in their SOQ, as well as their ability to meet deadlines.

<b>Direct Cost:</b> GRANT FUNDED	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action: -</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b> Budget Amendment	

**Staff Recommendation:** Staff recommends awarding the Lilly’s Bridge Force Main Improvement Project to Withers Ravenel.

**Examples of Motions:**

Approve: I make a motion to award the Lilly’s Bridge Force Main Improvement Project to Withers Ravenel.

Deny: N/A

Need More Time: I make a motion to table this agenda item to another meeting on (date):

See Other Firms: I make a motion to review (XYZ) firm at the next regularly scheduled board meeting.



STATEMENT OF QUALIFICATIONS

# Town of Mount Gilead

## Lake Tillery Force Main Improvement Project

November 30, 2023

November 30, 2023

Dylan Haman, Town Manager  
Town of Mount Gilead  
110 West Allenton Street  
Mount Gilead, NC



**SUBJECT: RFQ FOR LAKE TILLERY FORCE MAIN IMPROVEMENT ENGINEERING SERVICES**

Dear Mr. Haman and Members of the Selection Committee:

Water and sewer infrastructure are vital tools to encourage development in communities. **WithersRavenel** salutes the Town of Mount Gilead's foresight in planning the Lake Tillery Force Main Improvement project. We want to be your partner to improve sewer infrastructure in your community and position Mount Gilead for growth and success in the years to come.

With more than 40 years serving communities across North Carolina, WithersRavenel has the professional experience to take on this critical project. By choosing our team, the Town of Mount Gilead will receive the following benefits:

**A deep bench of engineering professionals to serve you.** From our headquarters in Cary and local offices in Charlotte, Greensboro and Southern Pines, WithersRavenel will provide the deep and experienced team needed to tackle this project within the Town's schedule. Our Utilities Department has worked on hundreds of sewer projects for municipal clients in the region and across the state, including many involving force mains. Our firm also has a statewide staff of more than 415 employee-owners, ready to work with the Town of Mount Gilead should further resources be needed.

**Focused on your deadlines.** By providing engineering support services in-house such as surveying, remote sensing, and SUE, WithersRavenel will be able to start work on the critical early stages of this project immediately to get out in front of your deadlines. Other WithersRavenel services such as environmental, permitting, and construction administration and observation allow us to coordinate project aspects simultaneously and accomplish tasks quickly. For additional engineering support, we will be teaming with Bolton and Menk. We envision engaging Bolton and Menk for assistance with minor services, including CAD support. We will also have subconsultant partners for the services we do not have in-house such as geotechnical and structural engineering, along with any assistance that might be needed during the easement acquisition process.

**Experience navigating the funding process and securing the future of your assets.** Our engineering, planning, and design professionals are backed by our funding and asset management team, which includes a dedicated group focused on identifying and applying for no-cost/low-cost funds on behalf of clients. Not only have we secured more than \$955 million for public clients, we also provide funding administration assistance to help communities remain compliant when completing projects. We've worked with communities on a variety of state-funded projects, and we can offer this assistance to Mount Gilead as well.

Thank you for considering our submittal. If you have any questions or would like more information, please contact us via the information provided below.

Sincerely,  
WITHERSRAVENEL, INC.

A handwritten signature in black ink, appearing to read "J. Fitzgerald".

**Jack Fitzgerald, PE**  
Senior Project Manager  
jfitzgerald@withersravenel.com  
336-605-3009

A handwritten signature in blue ink, appearing to read "C. Patterson".

**Cameron Patterson**  
Client Officer  
cpatterson@withersravenel.com  
919-535-5160





# TABLE OF CONTENTS

---

	COVER LETTER
<b>4-5</b>	FIRM OVERVIEW
<b>6-15</b>	WASTEWATER INFRASTRUCTURE EXPERIENCE
<b>16-21</b>	PERSONNEL EXPERIENCE
<b>22-24</b>	FIRM CAPACITY AND BUDGET CAPABILITY
<b>25-35</b>	PROPOSED WORK PLAN AND SCHEDULE
<b>36</b>	HOURLY RATES

# Firm Overview



## PROJECT CONTACT

**Jack Fitzgerald, PE**  
**Senior Project Manager**  
 424 Gallimore Dairy Road, Suite C,  
 Greensboro, NC 27409  
 336-605-3009  
 jfitzgerald@withersravenel.com

## OUR SERVICES INCLUDE:

- » Water & Sewer Utilities Design
- » Construction Services
- » Environmental
- » Permitting
- » Funding Administration
- » Project Management
- » Surveying, SUE, LiDAR

## OUR PEOPLE YOUR SUCCESS.



WithersRavenel, headquartered in Cary, is an Employee Stock Ownership Plan (ESOP) company. Our more than 415 employee-owners excel at providing consulting services for our clients.

Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with more than 40 years of serving an array of clients and projects through innovative and cost-effective engineering solutions across North Carolina.

*This project will be performed primarily from our Cary, Charlotte and Greensboro offices.*

In addition to our Cary headquarters, WithersRavenel maintains seven branch locations across North Carolina.



- |  |   |  |
|--|---|--|
| » 84 Coxe Avenue, Suite 260, Asheville, NC 28801     | » 424 Gallimore Dairy Road, Suite C, Greensboro, NC 27409 | » 55 Grant Drive Suite D, Pittsboro, NC 27312  |
| » 115 Mackenan Drive, Cary, NC 27511                 | » 340 Commerce Avenue, Suite 12, Southern Pines, NC 28387 | » 137 S. Wilmington St #200, Raleigh, NC 27601 |
| » 201 S. Tryon Street, Suite 800 Charlotte, NC 28202 |   | » 219 Station Road #101, Wilmington, NC 28405  |

## SUBCONSULTANT: BOLTON & MENK

Bolton & Menk and its affiliates were founded in 1949. Today, the firm has more than 900 employees throughout 32 locations, including the Carolinas, with a professional staff of more than 300 engineers, planners, landscape architects, and surveyors providing services to more than 500 communities and agencies.



Real People. Real Solutions.

# PRINCIPALS OF THE FIRM

## James E. Canfield, PE

Title: President, CEO  
Education: M.C.E. and B.S., Civil Engineering, NCSU  
Licensure: PE: NC, #016269

## Christopher C. 'Chan' Bryant, PE

Title: Senior Vice President, Chief Risk Officer  
Education: B.S., Materials Science & Engineering, NCSU  
Licensure: PE: NC, #021643

## Lars R. Hagen, PE

Title: Vice President, Chief Delivery Officer  
Education: B.S., Civil Engineering, Clemson University  
Licensure: PE: NC, #042364

## L. Edwin 'Eddie' Staley, PLS, GISP

Title: Vice President, Chief Experience and Innovation Officer  
Education: Engineering Technology Studies, Sandhills Community College  
Licensure: PLS: NC, #L-5114; GISP: NC, #46317

## Mark Stephens, PE, ICMA-CM

Title: Vice President, Chief Growth Officer  
Education: M.P.A., Appalachian State University; B.S., Engineering Technology, UNC Charlotte; A.A.S., Engineering Technology, Western Piedmont Community College  
Licensure: PE: NC, #032409

## Brock M. Storrusten, PE

Title: Vice President, Chief Strategy Officer  
Education: B.S., Civil Engineering, North Dakota State University  
Licensure: PE: NC, #036115

## Robert E. Bendetti Jr., CPA

Title: Chief Financial Officer  
Education: M.A.F.M., Accounting and Financial Management, DeVry University; M.B.A., Kennesaw State University; B.B.A., Finance, Kennesaw State University  
Licensure: Certified Public Accountant

## Jessica Vollmer

Title: Chief People Officer  
Education: B.A., Communications, UNC Chapel Hill

## Matt Crawford, PLS

Title: Vice President, Senior Delivery Officer  
Education: B.S., Forest Management, Clemson University  
Licensure: PLS: NC, #L-4257

## John Ihnatolya, PE

Title: Senior Delivery Officer  
Education: M.S., Civil Engineering, NCSU, B.S., Environmental Engineering, NCSU  
Licensure: PE: NC, #022101

## R.S. 'Butch' Lawter, PE

Title: Senior Delivery Officer  
Education: M.S., Geotechnical Engineering, NCSU; B.S., Civil Engineering, Clemson University  
Licensure: PE: NC, #022101

## Brad Hart, PE, LEED AP

Title: Vice President, Client Success Manager  
Education: B.S., Civil Engineering, NCSU  
Licensure: PE: NC, #023484

## Robbie Oldham, PE, LEED AP

Title: Vice President, Principal Consultant  
Education: B.S., Environmental Engineering, NCSU  
Licensure: PE: NC, #025912

## Jason A. Bertoncino, PE

Title: Vice President, Growth Officer  
Education: B.S., Civil Engineering, Virginia Tech  
Licensure: PE: NC, #025944

## Cameron Patterson

Title: Vice President, Growth Officer  
Education: M.C.E., Environmental Engineering; B.S., Civil Engineering, NCSU

## Loftee Smith, PE, LEED AP

Title: Vice President, Senior Technical Consultant  
Education: B.S., Civil Engineering, NCSU  
Licensure: PE: NC, #013039

## Michael Dickerson, PLS

Title: Vice President, Survey Group Director  
Education: Surveying Certificate, Wake Technical Community College  
Licensure: PLS: NC, #L-3639

## Dale Werenko, PE, CFM

Title: Vice President, Director of Environmental Engineering  
Education: A.S., Engineering, Vermont Technical College  
Licensure: PE: NC, #026495

## Ty Colwell

Title: Senior Director of Business Development & Marketing  
Education: B.S., Environmental Resource Management, Pennsylvania State University

# OUR QUALIFICATIONS

## Sanitary Sewer Collection

The demands of growth and urbanization require progressive water resources planning and innovative management practices. WithersRavenel has extensive and diversified experience in planning, engineering analysis, design, construction plans, and specifications related to wastewater projects.

Our staff combines traditional field experience with state-of-the-art technology to provide needs analysis, master planning, computer modeling, and wastewater collection and treatment system design and specifications.

Our wastewater design experience encompasses force mains, gravity collection systems, sewer pump stations, low-pressure sewer systems, vacuum sewer systems, publicly-owned treatment works, land application, and onsite systems when needed.



### SERVICES INCLUDE:

- » Force Main Design
- » Gravity Sewer Infrastructure
- » Hydraulic Modeling
- » Permitting
- » Preliminary Engineering Reports
- » Wastewater Pump Stations
- » Wastewater Treatment Plants
- » Funded Grants & Loans

### Spotlight: Force Main Design

In addition to conveying wastewater from a pump station to an interceptor or treatment plant at a higher elevation, force mains may also be necessary to cross a drainage divide or when installation for a gravity sewer is cost-prohibitive. WithersRavenel has designed force mains to address the challenges posed by rocky and hilly terrain, wetland and riparian buffers, lakes and rivers, limited right-of-way, and existing utility conflicts.





## Surveying

An accurate site survey is an important foundation for a range of engineering and development projects. By combining our conventional surveying expertise, depth of staffing, and state-of-the-art equipment, WithersRavenel provides accurate data to serve as the basis for a successful project.

Our firm has a robust team of Professional Land Surveyors and associated field crews on staff. Our survey crews are supported by electronic and robotic Total Station equipment that follow strict quality and calibration regimens.

## Remote Sensing

Whether you need data for a single property or multiple parcels, an urban or rural corridor, or entire community, we deliver. Our investments in the latest technology, including LiDAR sensors and state-of-the-art electronic total station equipment, are reflected in the speed and quality of service we provide.

Capturing the distances, angles, and elevations of a site takes time, but a flight path provides a handy guide to covering any terrain efficiently. No matter where a site is located, we have the technology to survey it.



## Bathymetric Surveying

A bathymetric survey is the underwater equivalent of a topographic survey. For ponds and small lakes, WithersRavenel can deploy a small electric double-pontoon boat controlled remotely from shore; for large lakes, WithersRavenel has access to various crewed watercraft.

Echosounder technology utilizes dual-frequency echosounding technology to profile the floor of a water body. Our standard approach is to establish control on-site and tie that control to a local grid monument established by GPS. We are then able to utilize the echosounding technology on either a remote controlled (drone) boat or attached to a small Jon boat, depending on the size of the body of water needing to be surveyed.

 **Firm Experience**

**Subsurface Utility Engineering (SUE)**

Using electromagnetic (EM) equipment and active or passive methods, WithersRavenel can designate conductive utilities such as copper telephone wire, coaxial cable, fiber optic cable, metallic water and sewer line, and gas lines.

Active methods are used for known utilities; passive methods are used for unknown utilities. Using Ground Penetrating Radar (GPR) equipment, WithersRavenel can designate non-conductive utilities and structures such as asbestos concrete, PVC, RCP, and USTs.

WithersRavenel also has the capability to perform vacuum excavation on critical utilities. Vacuum excavation provides verification of the size, depth, and material of specific utilities, along with accurate horizontal and vertical locations.



**Construction Services**

Construction administration and observation provides continuity between the engineer’s plans and the construction contractor’s work, ensuring that the client’s vision is achieved. Acting as a trusted advisor and a representative of the client’s interests, WithersRavenel provides construction coordination, documentation, and monitoring. Our familiarity with the regulations and procedures of many North Carolina jurisdictions enables us to fast-track project development.

We work with clients and contractors to proactively identify potential issues in the field, including weather delays, utility conflicts, and limited material availability. Our creative problem-solving yields practical solutions that keep projects moving forward. Our construction team has experience with a wide variety of private and public sector development projects.

**Environmental and Permitting Services**

Because nearly every project undertaken by WithersRavenel’s civil design practice involves permits of some kind, we have relationships and experience at every level of government to help remove or mitigate these challenges along the way. Our team of environmental consultants, planners, designers, and engineers anticipate the types of permits that will be required and, where appropriate, initiate the regulatory process as early as possible to minimize permitting impacts on design, schedule, and budget.



**Funding Administration**

You cannot afford to have funding withdrawn or frozen mid-project, which is why our funding team works hand-in-hand with our engineers and construction administration to maintain documentation and meet compliance requirements. Each program has unique requirements, and we are trained in federal and state regulations, including Davis-Bacon labor standards and Community Investment and Assistance guidelines.

# Project Butter

GOLDSBORO, NC

**CLIENT CONTACT**

Chris Myers  
 Head of Utilities BD  
 T.A. Loving  
 919-922-0231  
 cmyers@taloving.com

**SIZE OF COMMUNITY**

» 32,749 (2021 estimate)

**KEY PROJECT FEATURES**

- » Force Main Design
- » Subaqueous Horizontal Directional Drill (HDD)
- » Environmental Permitting
- » Surveying
- » Grant Administration

WithersRavenel and T.A. Loving are collaborating with the Wayne County Development Alliance and the City of Goldsboro on a design-build project to provide major sewer system improvements which will help bring more than 160 jobs to a new facility in Goldsboro.

The project includes the extension and re-routing of gravity sewer lines, new pump station construction, new **force main construction**, multiple pump station modifications, pump station abandonment and demolition, and other system modifications along the Highway 117 corridor, Cherry Hospital area, and Ash Street in the City of Goldsboro.

**Force main design includes an HDD under the Neuse River.** State funding is helping to finance the infrastructure improvements which, in addition to helping facilitate the economic development, will also provide sewer improvements for Goldsboro residents, businesses, and medical facilities.

Services provided by WithersRavenel include water and wastewater engineering, pump station and conveyance design, hydraulic modeling, surveying, environmental permitting, construction observation, and grant funding administration.



# Castle Hayne Sewer & Water Expansion

CFPUA, WILMINGTON, NC

## CLIENT CONTACTS

John Kupinski (Sewer)  
Project Manager  
Cape Fear Public Utility  
Authority  
910-332-6721  
john.kupinski@cfpua.org

Kurt Evers (Water)  
Senior Project Manager  
Cape Fear Public Utility  
Authority  
910-332-6634  
kurt.evers@cfpua.org

## SIZE OF COMMUNITY

» 117,643 (2021 estimate)

## KEY PROJECT FEATURES

- » Force Main Design
- » Surveying
- » SUE
- » Construction Services

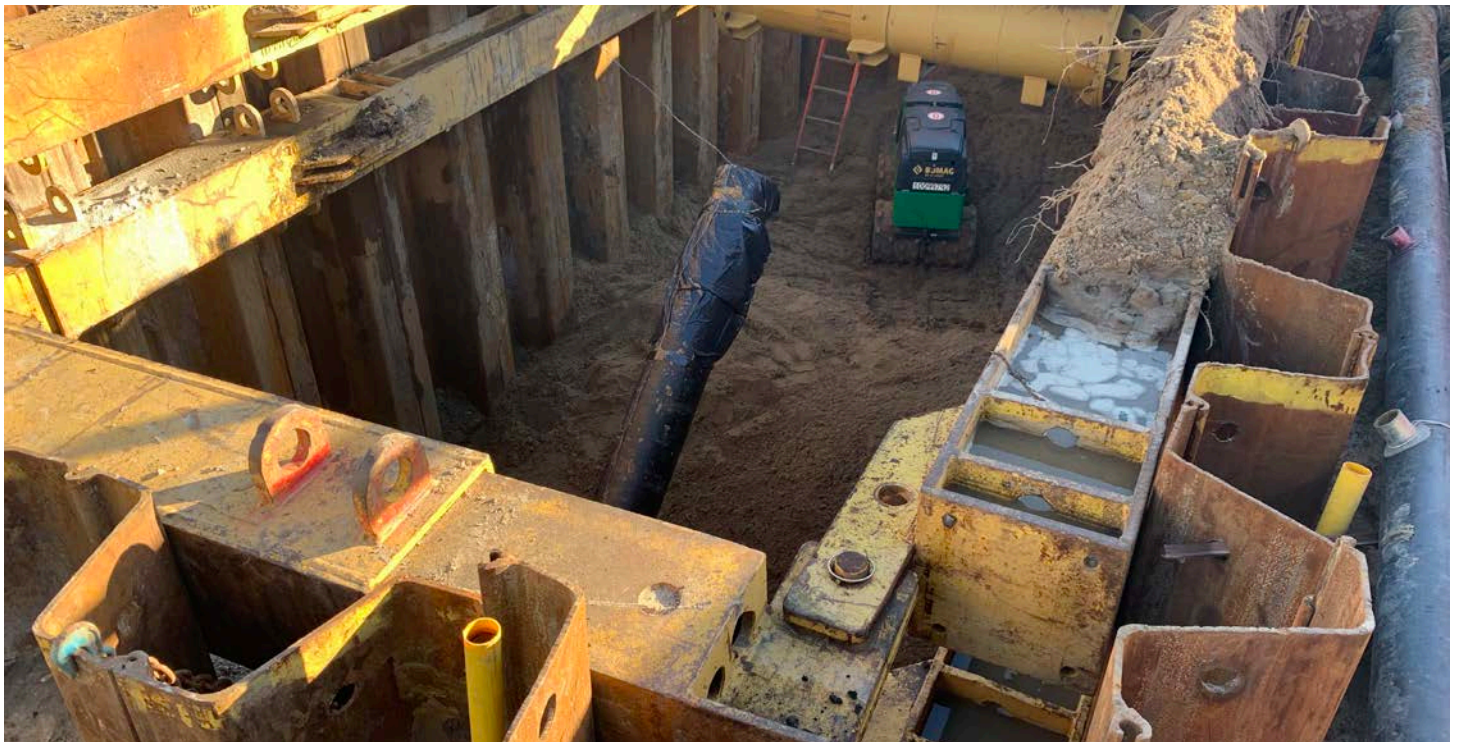
WithersRavenel provided the Cape Fear Public Utility Authority (CFPUA) with a preliminary engineering report that analyzed multiple alternatives to extend the water and sewer services to the commercial corridor in Castle Hayne. These included associated impacts and benefits of the various alternatives along with cost opinions.

The purpose of the project is to extend water service and fire flow protection to the commercial corridor and surrounding neighborhood along with upgrading the existing lift station to CFPUA standards. Multiple alternatives were investigated and the selected alternative involved the coordination and land acquisition from the landowner.

Survey services consisted of a topographic survey with supplemental UAS survey, easement mapping on affected properties, and SUE levels A and B.

The lift station was evaluated for future growth and flows to determine capacity needed to serve the sewer basin. It was determined to upgrade the lift station to its current capacity. Lift Station upgrades consisted of new wet well, pumps, valve vault meter vault, electrical building, generator, sampling station, fencing, driveway, and **force main**.

The water portion of the project has been constructed, while the construction of the sewer portion is getting started.





## Lift Station & Force Main

TRINITY, NC

### CLIENT CONTACT

Stevie Cox  
City Manager  
City of Trinity  
336-431-2841  
citymanager@trinity-nc.gov

### SIZE OF COMMUNITY

» 7,072 (2021 estimate)

### KEY PROJECT FEATURES

- » Force Main Design
- » Surveying
- » Modeling
- » Environmental Services
- » Permitting
- » Bidding
- » Construction Services

WithersRavenel analyzed all scenarios for the City of Trinity to discharge to the City of High Point Westside Wastewater Treatment Plant utilizing either the Steeplegate Lift Station or the Morgan Lift Station to determine the exact influent flows by conducting drawdowns for pumping rates and utilizing pump run times to calculate daily flows. Our team also utilized the City of Thomasville meter readings that the City of Trinity is billed.

WithersRavenel is providing an upgrade to the Steeplegate Lift Station including but not limited to installing submersible pumps, wet well piping, electrical and an emergency generator for increased capacity. Additionally, we are **designing 33,000 LF of new force main** so the lift station can discharge into the High Point Westside Wastewater Treatment Plant.

As part of the project WithersRavenel determined the best discharge point to the City of High Point, so as, to not have to upgrade or limit the upgrade needed to the City's sewer outfall by working with the City of High Point to determine line capacities.

WithersRavenel also determined the best force main routes to minimize the Total Dynamic Head (TDH) on the pumps to keep the Horsepower and Rotation per Minute (RPM) to a minimum. Using our in-house survey team, WithersRavenel looked at LiDAR contours and modeling software to model the pumps with force main routes to determine the TDH.

Engineering services being provided to the City of Trinity include project management, environmental, surveying, design, bidding, construction administration and observation.



## Highway 17 Sewer Expansion

LELAND, NC

### CLIENT CONTACT

Christie Schreckengost  
Project Manager  
Town of Leland  
910-371-0148  
cshreckengost@  
townofleland.com

### SIZE OF COMMUNITY

» 25,974 (2021 estimate)

### KEY PROJECT FEATURES

- » Force Main Design
- » Environmental Permitting

WithersRavenel is assisting the Town with the expansion of their sewer system along Highway 17.

This wastewater project included the delineation of two future sewer basins in the proximity of Old Town Creek Road and Highway 17 and also Town Creek Road and Zion Church Road.

Based on those delineations, WithersRavenel moved forward with the Preliminary Engineering Report for the Town, which investigated pump station location, size, and force main alignment.

Phase 1 of the project consisted of 1.6 miles of parallel 10-inch and **16-inch force mains**.

Phase 2 consisted of 1.5 miles of parallel 10-inch and **16-inch force mains** along with a 700 GPM pump station that can be upsized for additional future flow.

Phase 3 will consist of the design and construction of **1 mile of force main** and a 520 GPM pump station.



# LEGACY PROJECTS

## Sewer System Development

### GOLDSTON, NC

Faced with approximately 200 residences and businesses with failing septic tanks in an un-sewered neighborhood, the Town of Goldston took decisive action to create a safer, healthier community by implementing a central sewer collection system.

WithersRavenel provided comprehensive grant administration planning, design, surveying, easement mapping, environmental permitting, construction administration, and observation services for approximately 40,000 LF of 8-inch gravity sewer, a 200 GPM pump station with odor control and standby power, and 31,000 LF of 6-inch force main along an NCDOT controlled-access highway.

WithersRavenel contended with extensive rock deposits; **construction under the Deep**

**River;** and numerous local street, NCDOT-maintained highway, and railroad crossings while designing the sewer collection system. Because the system discharges via 1,750 LF of 12-inch gravity sewer to the City of Sanford’s sewer collection system to be treated at the City’s wastewater treatment plant, intergovernmental agreements among the Town of Goldston, the City of Sanford, the Goldston-Gulf Sanitary District, Chatham County, and Lee County were vital to the project’s success. It was also essential for WithersRavenel to coordinate with residents and business owners for the easement acquisition process, septic tank abandonment, and individual sewer connections so that these processes caused as little disruption as possible.

*WithersRavenel has been working on projects similar to the one in Mount Gilead for many years. This page contains a few of our more mature project examples.*

#### SIZE OF COMMUNITY

- » 239 (2021 estimate)

#### KEY PROJECT FEATURES

- » Directional Drilling
- » Force Main Design
- » Project Management
- » Environmental Permitting
- » Grant Administration
- » Surveying
- » Construction Services
- » Easement Mapping
- » Government Coordination

## Basil Holt Pump Station and Force Main

### GREEN LEVEL, NC

WithersRavenel was instrumental in helping to secure the funding and providing the engineering services for the Basil Holt Pump Station and Force Main project. The project involved the upgrade of the Basil Holt Pump Station to increase the pumping capacity from 100 GPM to 400 GPM by discharging through a new 16,200 LF 8-inch force main to the wastewater treatment plant. The new force main linked Green Level with the City of Burlington and **included a directional drill and construction under the Haw River.**

WithersRavenel provided survey, wetland delineation, design, permitting, bidding, construction administration, and construction observation services. Due to funding the project was separated into the pump station and force main components. The total funding for the pump station was \$618,000 and was secured as a loan through CWSRF with 0% interest and 50% principal forgiveness.

#### SIZE OF COMMUNITY

- » 3,174 (2021 estimate)

#### KEY PROJECT FEATURES

- » Directional Drilling
- » Force Main Design
- » Project Management
- » Environmental Services
- » Grant Administration
- » Surveying
- » Permitting
- » Bidding
- » Construction Services

# ADDITIONAL FORCE MAIN EXPERIENCE

Project Name	NC Location	Force Main Size	Force Main Length	Surveying	Environmental	Force Main Design/Engineering	Permitting /Bid Documentation	Construction Administration	Easement Mapping	Funding and Finance
White Oak Pump Station/Force Main	Cary	16-inch	3,400 ft	•	•	•	•	•	•	
Northwest Regional Pump Station/Force Main	Fuquay-Varina	12-inch	4,000 ft	•	•	•	•	•	•	
Basal Creek Pump Station/Force Main	Fuquay-Varina	10-inch	4,100 ft	•	•	•	•	•	•	
Pine Rail Lane Pump Station/Force Main	Cary	8-inch	6,300 ft	•	•	•				
Kitts Creek Phase I Pump Station/Force Main	Cary	10-inch	6,600 ft	•	•	•	•	•	•	
Deer Creek/Pump Station/Force Main	Apex	16-inch	6,800 ft	•	•	•	•	•	•	
Jordan Pointe Pump Station #1/Force Main	Apex	18-inch	8,700 ft				•	•		
Lake Castleberry Pump Station/Force Main	Apex	6-inch	9,000 ft	•	•	•	•	•	•	
Carolina Springs Pump Station and Force Main	Holly Springs	14-inch	18,450 ft	•	•	•	•	•	•	
Goldston Pump Station #1/Force Main	Goldston	6-inch	34,000 ft	•	•	•	•	•	•	•
Beaver Creek Pump Station Parallel Force Mains	Cary	36-inch, 42-inch (parallel)	25,300 ft, 25,300 ft	•	•	•	•	•	•	
West Cary Pump Station Parallel Force Mains	Cary	30-inch, 30-inch (parallel)	11,435 ft, 11,435 ft	•	•	•	•	•	•	
Green Level/Burlington Pump Station, Force Main	Green Level	8-inch	15,500 ft	•	•	•	•	•	•	•
Clayton Little Creek WRF Pump Station/Force Main	Clayton	24-inch	5,100 ft	•	•	•	•	•	•	•

 **Firm Experience**

# OUR FUNDING RECORD OF SUCCESS

Funding is one of the services our multidisciplinary firm provides. Below is a compilation of projects and programs for which we obtained funds. For many of the projects, we also provided engineering and program administration services.

Funding Program	# of Projects	Total Funded
Community Development Block Grant (Infrastructure, Housing, Catalyst, etc.)	43	\$60,586,144
Economic Development (CDBG-ED, ARC, IDf, etc)	31	\$22,815,130
Economic Development Administration (EDA Grants)	4	\$5,204,945
GoldenLEAF (GLF)	21	\$13,498,878
Asset Inventory & Assessment Grants	77	\$14,404,000
Merger & Regionalization Study Grants	22	\$1,165,000
Clean Water Management Trust Fund (CWMTF) Non-Stormwater	23	\$39,630,173
Clean Water Management Trust Fund (CWMTF) Stormwater	8	\$671,744
Parks and Recreation Trust Fund	41	\$15,699,441
SRF Grants & Loans-Water	61	\$192,768,162
SRF Grants & Loans-Sewer	89	\$380,207,776
Rural Center Bond Projects	75	\$29,389,570
Economic Infrastructure (Rural Center)	6	\$2,284,255
Economic Innovation (Rural Center)	2	\$500,000
Clean Water Partners (Rural Center)	48	\$15,926,001
Building Reuse & Renovation (Rural Center)	2	\$876,000
Rural Center Misc. (Planning)	6	\$273,500
USDA	26	\$44,368,335
LASII Stormwater (Planning, Construction)	12	\$17,349,360
Lead Service Line (LSL)	10	\$7,156,973
Other	88	\$91,134,851
<b>TOTAL</b>	<b>695</b>	<b>\$955,910,238</b>

Other represents:

STAG, ARC, DOT, GLF, Brownfields, High Unit Cost (Original and 2014 Programs), TAG, NCORR ARRA, and Flood Mitigation.

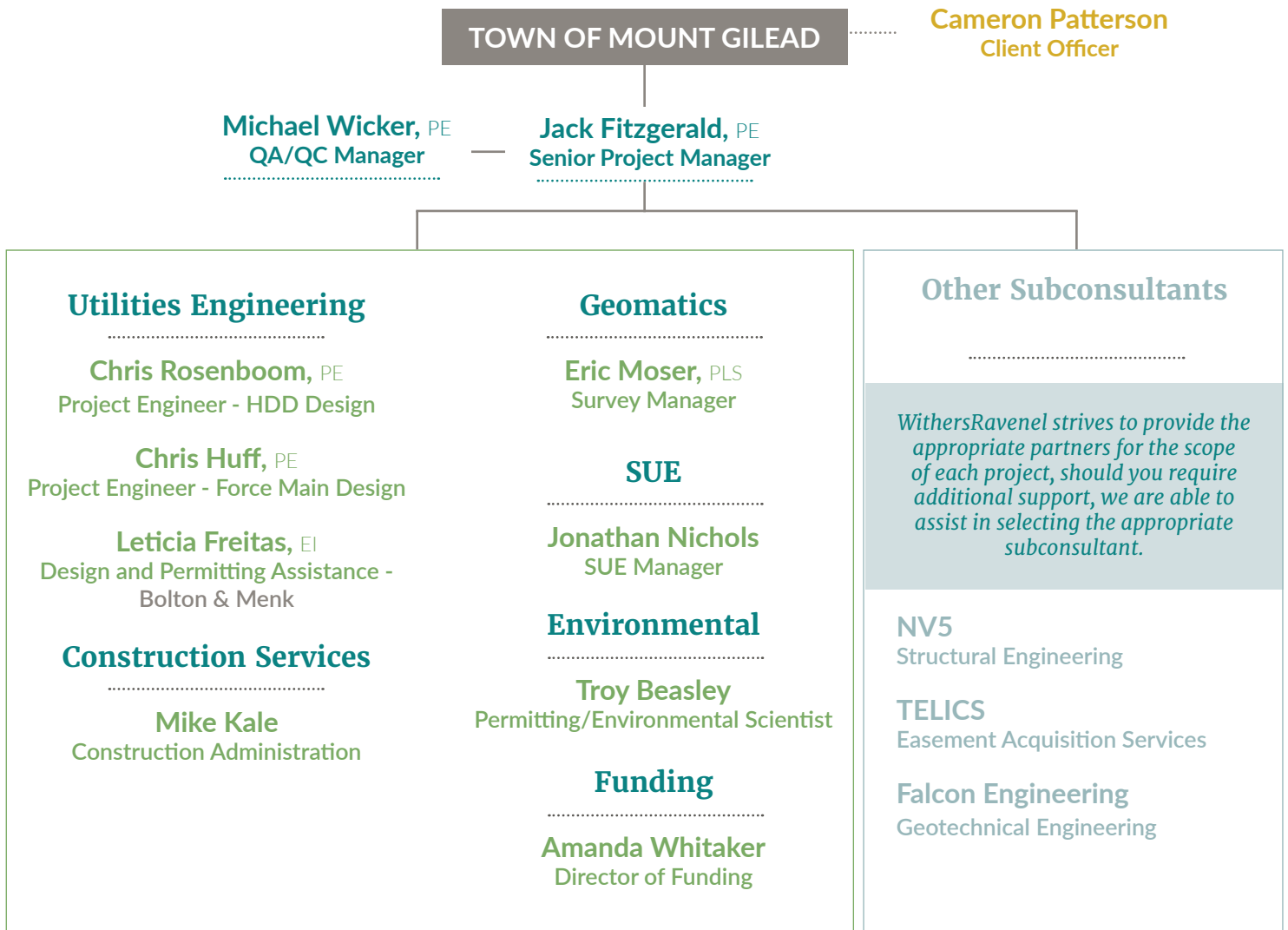

**Rapidly growing our \$955M+ funding total by assisting public clients such as Mount Gilead.**



 *Personnel Experience*

# ORGANIZATIONAL CHART

Our skill set and collaborative project approach will allow us to effectively meet project objectives and deadlines. WithersRavenel sees our team as an extension of your staff. Each of the WithersRavenel staff members proposed for this contract are available immediately and are committed to fulfilling their duties until the projects are completed. **Should you require additional personnel to complete emergency or specialized tasks not anticipated in the RFQ, we have ample staff to meet those needs, including resources in other North Carolina offices that can be mobilized on short notice.**

**CAMERON PATTERSON • CLIENT OFFICER**  
 “Our People, Your Success” are not mere words for us—we go above and beyond through value-added approaches that we bring to our clients and projects. One way we put this philosophy into practice is a Client Officer, which is a complimentary service and will give this contract the attention it deserves. As Client Officer, Mr. Patterson will routinely check in with you to ensure all milestones for the project are being met and address any concerns or questions the Town of Mount Gilead may have.



## Personnel Experience



### JACK FITZGERALD, PE

#### Senior Project Manager

Mr. Fitzgerald possesses 16 years of experience designing and managing public infrastructure projects, taking them from conception through completion. With experience in both the public and private sector, including nearly a decade as a Senior Civil Engineer for the City of Winston-Salem, he brings an understanding of projects from numerous perspectives. His broad-based background in civil, water, and wastewater engineering benefits our clients throughout North Carolina. Mr. Fitzgerald is focused on delivering project success and client satisfaction.

#### EDUCATION

- » BS, Civil Engineering, North Carolina State University
- » AS, General Science, Wilkes Community College

#### LICENSURE

- » Professional Engineer: NC, #040740

#### PROJECT EXPERIENCE

- » Carson Street Sewer Rehabilitation, Pilot Mountain, NC. Project Manager
- » Sewer Rehabilitation (VUR Funded), East Spencer, NC. Project Manager
- » Downtown Water & Sewer Replacement, Burlington, NC. Project Manager
- » Lake Howell Intake Study, Cabarrus County, NC. Project Manager
- » ASADRA Collection System Improvement, Liberty, NC. Project Manager
- » Collection System Improvements, Pilot Mountain, NC. Project Manager
- » CDBG Sewer Rehabilitation, Reidsville, NC. Project Manager



### MICHAEL WICKER, PE

#### QA/QC Manager

Mr. Wicker specializes in water and wastewater systems planning, design, construction and operation. He has more than 40 years of experience in civil and environmental engineering. From 17 years of employment with NCDEQ, he is well-versed in regulatory permitting and financing opportunities for wastewater projects. For the past 23 years in the private sector he has provided supervision and served as Engineer of Record for many municipal and county-wide sewer projects.

#### EDUCATION

- » MPA and MCE, North Carolina State University
- » BS, Civil Engineering, North Carolina State University

#### LICENSURE

- » Professional Engineer: NC, #011325

#### PROJECT EXPERIENCE

- » Sewer System Development, Goldston, NC. Project Manager
- » Lift Station & Force Main, Trinity, NC. Senior Technical Consultant
- » CDBG-Funded Force Main & Sewer Improvements, Goldston, NC. Project Manager
- » White Oak Creek Infrastructure, Raleigh, NC. Project Manager
- » Crabtree Creek Sewer Rehabilitation, Raleigh, NC. Project Manager
- » Sewer System Rehabilitation, Dunn, NC. Senior Technical Consultant
- » Sewer Redesign, Green Level, NC. Senior Technical Consultant
- » Sanitary Sewer Rehabilitation – Phase A, Liberty, NC. Senior Technical Consultant
- » Persimmon Creek Gravity Sewer, Sanford, NC. Project Manager



## Personnel Experience



### CHRIS ROSENBOOM, PE

#### Project Engineer - HDD Design

Mr. Rosenboom is WithersRavenel's Director of Utilities in our Charlotte office. He brings more than 20 years of design and review experience working on public utilities projects for local governments and the private sector. His work encompasses client and project management. His career has included the design of subaqueous horizontal directional drilled pipelines up to 2,800 feet in length and 24 inches in diameter in North Carolina, Florida, and Texas. As part of his duties leading projects, his goal is to help clients make smart fiscal decisions in changing supply-chain conditions. He has assisted teams on large design-build projects, while performing all facets of water and wastewater collection and distribution design.

#### EDUCATION

- » BS, Civil Engineering, University of South Florida

#### LICENSURE

- » Professional Engineer: NC, #046265

#### PROJECT EXPERIENCE

- » Project Butter, Goldsboro, NC. Utilities Engineer
- » Siesta Key Force Main (2,800 feet, 20-inch) Sarasota, FL. Project Manager (*Previous employer*)
- » Dye Creek Wastewater Interceptor Preliminary Design, Mooresville, NC. Project Manager
- » Firestone Bypass Sewer, Gastonia, NC. Project Manager
- » Gulfstream Ave. 24-inch Force Main Replacement (1,200 feet HDD), Sarasota, FL. Project Manager (*Previous employer*)
- » Siesta Key/Casey Key Water Main Interconnect HDD (1,800 feet, 8-inch) Preliminary Design, Sarasota, FL. Project Engineer (*Previous employer*)



### CHRIS HUFF, PE

#### Project Engineer - Force Main Design

Mr. Huff is a water resources engineer with 30+ years of experience in water distribution and sanitary sewer collection systems and utility rehabilitation. His expertise includes the design and construction of water and sanitary sewer main replacements/extension, pump stations, sewer interceptors, transmission pipelines and elevated water storage tanks. He has worked on multiple large-scale pipeline projects from preliminary design through construction. He has extensive modeling experience, including WaterGEMS.

#### EDUCATION

- » BS, Civil Engineering, Indiana Institute of Technology

#### LICENSURE

- » Professional Engineer: NC, #024420
- » NASSCO Certified

#### PROJECT EXPERIENCE

- » Basil Holt Pump Station and Force Main, Green Level, NC. Project Engineer
- » Wendell Falls Force Main and Pump Station, Wendell, NC. Project Engineer
- » DIP Sewer Replacement, Cary, NC. Project Engineer
- » Re-Activation of Apex-Raleigh Wastewater Pumping Station, Apex, NC. Project Engineer
- » Sewer Rehabilitation, Clarkton, NC. Project Engineer
- » Crabtree Creek North Bank Sewer Interceptor, Raleigh, NC. Project Engineer
- » Crabtree Creek Sewer Rehabilitation, Raleigh, NC. Project Engineer
- » Sewer Redesign, Green Level, NC. Project Engineer
- » Chatham Park Section 5 Sewer Outfall and Force Mains, Pittsboro, NC. Project Engineer



 **Personnel Experience**



**ERIC MOSER, PLS**  
Survey Manager

Based in our Greensboro office, Mr. Moser has more than 20 years of experience in the land surveying, engineering, contracting, and construction field. His professional progression has been supplemented with education throughout, licensure, project management and time spent as an owner/operator of his own surveying business lend to seamless project completion. He is familiar with a range of technologies, design and function, surveying methods, calculations, and best practice procedures, including—but not limited to—plan and profile design, boundary/retracement survey, topography, construction staking, static GPS, RTK, VRS, blue booking, aerial photo control, as-built surveys, research, 3D point cloud scanning and processing, corridor/route surveys, mobile/static LiDAR, photogrammetry, ALTA surveys, and bathymetric surveys.

**EDUCATION**

- » AAS, Surveying Technologies, Guilford Technical Community College
- » AAS, Soil Sciences, North Carolina State University

**LICENSURE**

- » Professional Land Surveyor: NC, #L-4697
- » FAA Part 107 Remote Pilot

**PROJECT EXPERIENCE**

- » Lift Station & Force Main, Trinity, NC. Survey Manager
- » Maple Street Sewer Rehabilitation, Franklin, NC. Survey Manager
- » Downtown Sewer Outfall, Kannapolis, NC. Survey Technician
- » Water & Sewer Improvements (ARPA Funded), Burlington, NC. Survey Manager
- » Colonial Pipeline Bathymetric Survey, Greensboro, NC. Project Manager
- » Little Buffalo Creek Sewer Outfall, Sanford, NC. Survey Technician



**JONATHAN NICHOLS**  
SUE Manager

Mr. Nichols serves as the Subsurface Utility Engineering (SUE) Manager and is responsible for operations and manpower allocation. With more than 12 years of experience, he has used a wide range of geophysical equipment to solve complex geophysical and utility mapping problems. He has performed and managed numerous SUE and geophysical investigations for a wide range of clients, including the Department of Defense, state departments of transportation, municipalities, industries, airports, power utilities (nuclear and fossil), environmental and geotechnical firms, and railroads.

**EDUCATION**

- » BS, Business Administration  
Barton College

**CERTIFICATIONS**

- » Hazardous Waste (HAZWOPER)

**PROJECT EXPERIENCE**

- » Lift Station & Force Main, Trinity, NC. SUE Manager
- » Water & Sewer Improvements (ARPA Funded), Burlington, NC. SUE Manager
- » Little Buffalo Creek Outfall, Sanford, NC. SUE Manager
- » Church & King Street Water and Sewer, Hendersonville, NC. SUE Manager
- » Castle Hayne Water & Sewer Expansion, Wilmington, NC. SUE Manager
- » ECIA Transmission improvements, Clayton, NC. SUE Manager
- » Chatham Park 15-501 Corridor, Pittsboro, NC. SUE Project Manager
- » Project Axis: Amazon Sort Facility, Garner, NC. SUE Manager

 **Personnel Experience**



**CERTIFICATIONS**

- » OSHA Safety Training
- » HAZMAT Training

**MICHAEL KALE**

Construction Manager

Mr. Kale provides construction management leadership on the jobsite and in the office. His almost 30 years of experience supervising teams working on water and wastewater treatment plants, and pump station projects gives him insights into the processes involving those infrastructure assets. As an accomplished construction administrator/observer, he oversees multiple jobs at once, directs in-house crews and subcontractors on daily tasks, maintains safety protocols, and attends progress meetings to give regular updates on project progress. As a supervisor, he guides teams through changes in construction technology, equipping them with the skills to deliver an exceptional client experience and on-time, within-budget project completion.

**PROJECT EXPERIENCE**

- » Hickory Creek Sewer Outfall, Shelby, NC. Construction Manager
- » Church & King Streets Water & Sewer Improvements, Hendersonville, NC. Construction Manager
- » Sewer AIA Engineering, Rocky Mount, NC. Construction Manager
- » Sewer Rehabilitation (VUR Funded), East Spencer, NC. Construction Manager
- » Sunset Sub-Basin Sewer Line Replacement, Pump Station Work, and SCADA System Implementation, Pilot Mountain, NC. Construction Manager



**EDUCATION**

- » BA, Parks & Recreation Natural Resources Management, UNC Wilmington

**CERTIFICATIONS**

- » NC Wetland Assessment Method Training
- » NPDES Training
- » Surface Water ID and Training Course

**TROY BEASLEY**

Environmental Scientist/Permitting

Mr. Beasley is a senior environmental project manager who specializes in coordination with local, state, and federal regulatory agencies for environmental permitting and consistency with current regulations. His experience includes environmental assessments of property for due diligence, wetland delineations, riparian buffer determinations, endangered species surveys, CAMA permitting, riparian buffer coordination and permitting, and Section 401/404 environmental permitting. His background includes training by the U.S. Army Corps of Engineers in wetland delineations, Section 7 Consultation for Endangered Species Permitting by the US Fish and Wildlife Service and has received certification for Surface Water Identification from the NC Division of Water Resources.

**PROJECT EXPERIENCE**

- » Basil Holt Pump Station and Force Main, Green Level, NC. Project Engineer
- » Eno Force Main Relocation, Durham, NC. Environmental Scientist/Permitting
- » Sidewalk Project, Mount Gilead, NC. Environmental Scientist/Permitting
- » Crabtree Creek Sewer Rehabilitation, Raleigh, NC. Environmental Scientist/Permitting
- » Highway 17 Sewer Forcemain Survey, Brunswick County, NC. Environmental Scientist/Permitting
- » CDBG Sewer Improvements, Goldston, NC. Environmental Scientist/Permitting



# Personnel Experience



## EDUCATION

- » MPA, Community and Economic Development Concentration, University of North Carolina at Greensboro
- » BA, Political Science with Law and Justice Concentration, North Carolina State University

## AMANDA WHITAKER

### Director of Funding Services

Ms. Whitaker's experience is concentrated in grant writing, grant administration, and community and economic development projects. She has worked with a number of granting agencies on successful projects, including NC Department of Commerce, NC Department of Cultural Resources, NC Department of Environmental Quality, NC Tobacco Trust, Golden LEAF Foundation, and the US Department of Agriculture. She has successfully written and administered grants for projects all over North Carolina for economic development, neighborhood stabilization, housing rehabilitation, parks and recreation, public infrastructure, and downtown revitalization. She previously served as an economic development director for Montgomery County.

## PROJECT EXPERIENCE

- » CDBG-I Sewer Rehabilitation Administration, Benson, NC. Director of Funding
- » CDBG Sewer Improvements Administration, Goldston, NC. Director of Funding
- » Golden LEAF Sewer Rehabilitation Administration, Selma, NC. Director of Funding
- » Sewer AIA Application, Goldsboro, NC. Director of Funding
- » Sewer Rehabilitation (VUR Funded), East Spencer, NC. Director of Funding
- » Bil-Hen Pump Station Gravity Sewer Replacement, Troy, NC. Director of Funding
- » Wastewater MRF Study, Hertford, NC. Director of Funding



## EDUCATION

- » MS, Civil Engineering, South Dakota State University
- » BS, Environmental Engineering, University of Joinville Region

## LICENSURE

- » Engineer Intern

## LETICIA FREITAS, EI

### Design Engineer

Ms. Freitas of **Bolton & Menk** is an environmental design engineer with experience in managing state and federal regulatory compliance of public water supply systems in North Carolina. Since beginning her career in 2020, she has gained water/wastewater infrastructure design and water quality analysis experience. She currently performs design computations, preliminary layout and design, research, and prepares reports and feasibility studies for a variety of water and wastewater projects. She is passionate about solving the evolving water-related challenges of growing populations in a changing climate.

## PROJECT EXPERIENCE

- » Force Main Extension Design, Columbus County, NC. Design Engineer
- » Force Main Extension Design, Horry County, SC. Design Engineer
- » Preliminary Lead Service Line Inventory, Iredell Water Corporation, Statesville, NC. Design Engineer
- » Hydraulic Analysis and Encroachment Area Study, Iredell Water Corporation, Statesville, NC. Design Engineer
- » Caldwell Crossing Pump Station Design, Huntersville, NC. Design Engineer
- » Water System AMP Development, Benson, NC. Design Engineer
- » Backup Pumps Stations Design, Myrtle Beach, SC. Design Engineer

# Firm Capacity and Budget Capability

## OUR PERFORMANCE RECORD

Rather than wait for a project to be completed to find out if the client's needs are being met, WithersRavenel seeks feedback at key milestones throughout the project life cycle with Client Feedback Tool, an online communication application.

Using a seven-question, two-minute electronic request for feedback tailored to the specific project milestone,

WithersRavenel can quickly and easily gauge where we are meeting or exceeding expectations and where we need to make improvements. Through follow-up contact, we then work with our clients to adjust processes to better align with their expectations.

Our overwhelmingly positive responses are indicative of our successes.



*I have used WithersRavenel's services on a range of projects and have been very impressed with their quality of work. The company has a history of timely and successful completion of its projects, and their staff are knowledgeable and responsive to our needs.*

Richard Cappola, PE - Town of Clayton - Town Manager

# Firm Capacity and Budget Capability

## WORKLOAD, MEETING SCHEDULES

WithersRavenel sees our team as an extension of your staff. Each of the staff members proposed for this contract will be responsive to your project needs and are committed to fulfilling their duties until the projects are completed, especially those with tight deadlines.

Our team prepares a schedule for each project and regularly updates the schedule throughout the life of the project. All WithersRavenel project team members have input in creating the schedule, and they assist in defining dependencies, constraints, and duration of tasks. Throughout the project, the project manager works with team members, noting the actual start and end dates of the various tasks. The project manager will keep all team members aware of task start dates and completion dates. If team members see a problem in meeting the schedule of a certain task, they advise the project manager and discuss options for recovering the schedule. If necessary, the project manager will add staff in order to recover the schedule.

### LONG-TERM PROJECTS

We have a limited number of projects that are ongoing with construction completions and subsequent certifications that are 3 to 4 years out. We also have many short-term projects (3 to 12 months in duration) that are being completed concurrently. We are adaptive and manage our workload and backlog efficiently.

Our project management software and consistent internal and external communication methods allow for project delivery and accurate internal scheduling for concurrent projects.

Team Member	Availability
Jack Fitzgerald	65%
Cameron Patterson	As needed
Michael Wicker	30%
Chris Rosenboom	50%
Chris Huff	50%
Eric Moser	35%
Jonathan Nichols	35%
Troy Beasley	30%
Mike Kale	60%
Amanda Whitaker	35%
Leticia Freitas	55%

### Additional Resources

**44**  
UTILITIES STAFF

**14**  
CONSTRUCTION PROFESSIONALS

**30**  
FUNDING & ASSET MANAGEMENT STAFF

**79**  
PROFESSIONAL ENGINEERS

**16**  
PROFESSIONAL LAND SURVEYORS

# Firm Capacity and Budget Capability

## BUDGET AND QUALITY CONTROL

### ABILITY TO CONTROL PROJECT COSTS

In today's world, construction costs can be expensive and volatile. Therefore, with a system such as the one managed by Mount Gilead, controlling all project costs and financial health are of the utmost importance.

WithersRavenel's focus on cost-effective solutions, adhering to agreed-upon project scopes, QA/QC, and risk mitigation will help the Town achieve its project goals as cost effectively as possible.

WithersRavenel uses an industry-specific accounting software system designed for professional services firms. We follow this process to track the cost of the project team's time and other chargeable costs:

- » Each employee records their chargeable time through the time sheet entry process.
- » Accounting then captures that time and posts it to the billable project.
- » The Project Manager track billable time on a weekly basis as the project progresses, which can be used to recognize trends early in the project that could lead to schedule or budget overruns.

Our accounting system ensures that invoices accurately reflect every billable dollar for every project, and that chargeable costs are properly billed to the client.

### ESTIMATING CONSTRUCTION COSTS

WithersRavenel approaches all our projects with constructability in mind. We know that every design will be measured by a contractor's ability to transform it into a finished project. For that reason we involve our construction administration personnel during the design of our projects.

For this project, Mike Kale has been included for construction administration. His experience working as both a consultant and as a construction superintendent provides him an unmatched perspective into estimating costs, particularly costs associated with difficult installations that may not be present with a typical unit cost approach to cost estimating.

By anticipating the challenges that may be faced during construction and the means and methods that the contractor may use on site, we can address complicated situations in the design, minimizing change orders and construction delays.

Our construction administration staff also assists with cost estimates, and tracks industry pricing trends to anticipate project costs at the time of construction.

For construction cost, we continually update our database of the latest figures. Construction cost have increased greatly in the recent year, which makes it a challenge to accurately prepare Opinion of Probable Construction Cost (OPCC). Our goal is to provide an OPCC that is 10%-20% greater than the low bid to provide some contingency.

### QUALITY ASSURANCE AND CONTROL

WithersRavenel's quality assurance program begins with our response to your RFQ and encompasses every phase of the project, from scheduling through final design and bidding, construction, certification, and closeout.

Program components include:

- » Design phase protocols and calculation review
- » Project document review process
- » Establishment and adherence to standardized plan sheets, design details, and construction specifications
- » Computer Aided Design and Drafting (CADD) Standards Development and adherence to construction phase protocols
- » QA/QC review process tracking and documentation system
- » Independent review

Our quality reviews are not a one-time check of the contract documents prior to release for construction. Rather, they are an ongoing process that provides a reality check for the designers, specification writers, and bid document preparers. WithersRavenel has a standard 60%, 90%, and Final QA/QC review internally and with the client before the project documents are released for construction.

### QA/QC BENEFITS

Our QA/QC process seeks realistic, cost-effective solutions to the issues that invariably arise during the life of a complex project. Our program delivers several desirable outcomes:

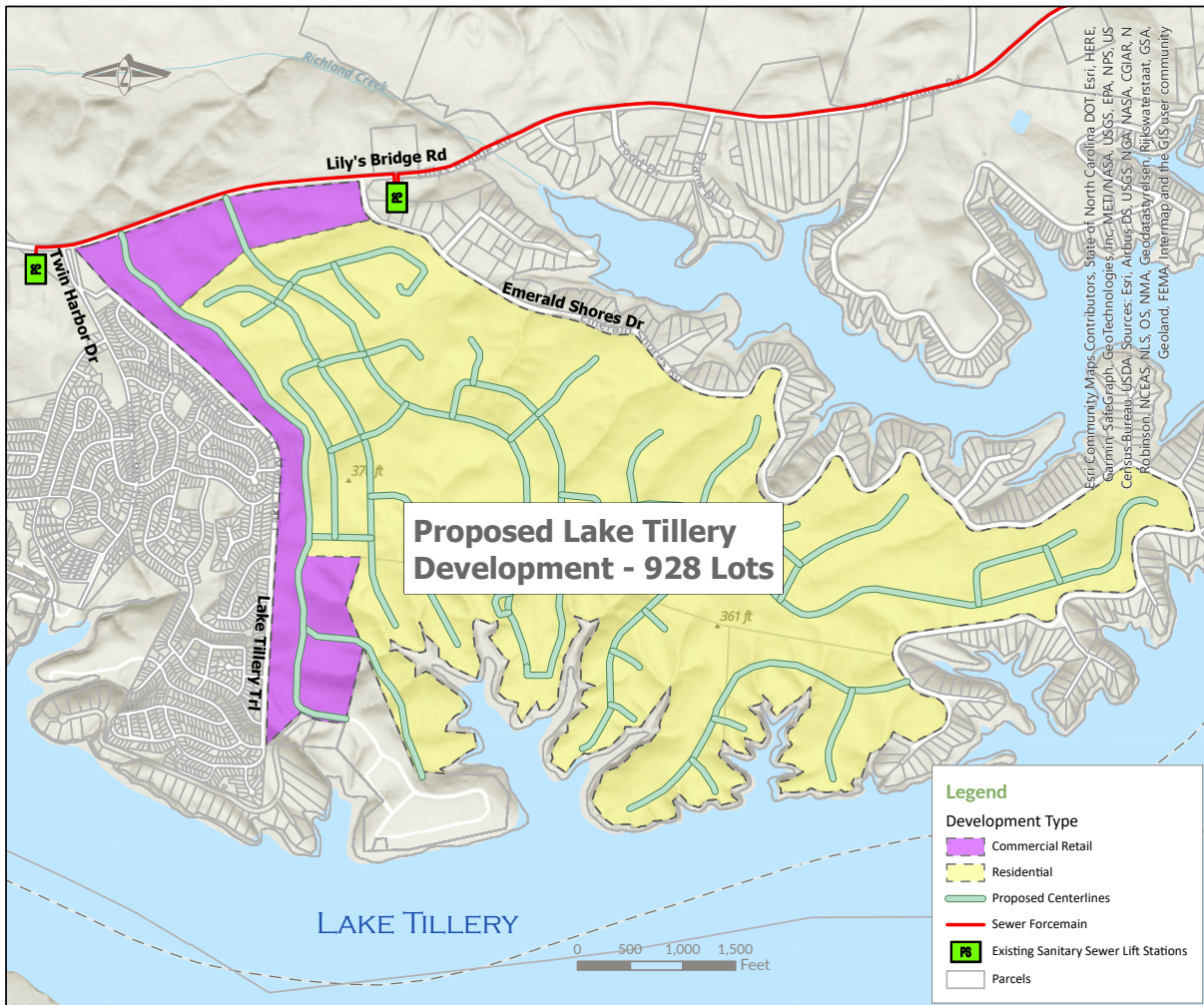
- » Cost-effective use of resources
- » Minimal expensive and time-consuming redesigns
- » Fewer misunderstandings and disputes among the owner, engineer, and contractor
- » Basis for more accurate project budgets

# Project Understanding and Approach

## PROJECT UNDERSTANDING

The Town of Mount Gilead (Town) intends to contract with a qualified consultant to provide engineering services for the Lake Tillery Force Main project. The project generally consists of the installation of approximately 4.1 miles of 12-inch to 16-inch sanitary sewer force main from Lift Station 6 located at 1853 Lilly's Bridge Road to the Mt. Gilead Wastewater Treatment Plant located at 263 Lilly's Bridge Road in Mt. Gilead

The Town is currently in a development agreement for the development of 928 lots adjacent to Lake Tillery between Emerald Shores Road and the Lake Harbor neighborhood as shown in the site plan below.



Sewer flow from this development requires upsizing of Mt. Gilead's sewer infrastructure. The new infrastructure includes lift station improvements and a new force main. The current dates of this agreement are outlined below:

- » **June 6, 2023** – Effective Date
- » **June 6, 2024** – Town begins construction of Lift Station 6 Improvements (underway by others)
- » **June 6, 2025** – Town completes construction of Lift Station 6
- » **June 6, 2025** – Town begins construction of the Lilly's Bridge Road Force Main (this project)
- » **September 6, 2026** – Town completes construction of Lilly's Bridge Road Force Main

# *Project Understanding and Approach*

It is our understanding that the Town is currently in negotiations with the developer to amend the agreement timeframe, however, we are confident the following sections will outline a method in which adherence to the current dates can be achieved.

**As part of our team's preparation of this statement of qualifications (SOQ), an in-person site visit was made by our proposed Senior Project Manager Jack Fitzgerald and Project Engineer and Charlotte Director of Utilities Chris Rosenboom in order to walk the existing alignment, become familiar with the existing corridor, and fully understand the challenges that must be addressed for successful project delivery.** These challenges are discussed in the following sections detailing our proposed project approach. As-built information obtained from the Town was used to accurately assess the alignment with respect to other utilities and right-of-way (ROW) limits.

## PROJECT APPROACH

### PROJECT SCOPING

Upon Notice of Award, our team will schedule an in-person kickoff meeting with the Town's project management staff to review and finalize the project needs, goals, budgets, and the Town's schedule for design, bidding, and award. Critical schedule milestones will be presented and discussed in efforts to solidify a project approach that will allow some tasks to be completed concurrently rather than consecutively.

We will collect any available additional record drawing information for the existing force main and water mains that have been documented within the project corridor and review the critical design factors with the Town that could impact the design and construction of the project.

While a preliminary site visit has already been performed, as part of the scoping meeting, we will schedule a visit with Town staff at the project site to perform additional photo documentation, perform preliminary measurements for known utilities, and verify exact points of discharge to infrastructure at the wastewater treatment plan.

The site visit will also be used to determine the extent of SUE required, including Level B (surface designation) and the appropriate number of Level A test holes that should be included in the scope. We will also determine the access required for geotechnical engineering field work.

### PRELIMINARY ENGINEERING

#### *Pre-Engineering Tasks*

In efforts to maintain the project schedule and ensure successful project delivery, we propose prompt engagement of stakeholders, including:

- » North Carolina Department of Transportation (NCDOT) – Division 1 Asheville
- » Duke Energy (Transmission),
- » Duke Energy (Lake Tillery)
- » North Carolina Department of Environmental Quality (NCDEQ) – Fayetteville Regional Office
- » US Army Corps of Engineers
- » Lilly's Bridge Marina

Preliminary discussions will provide stakeholder requirements, both technical and qualitative in nature. This will help prevent delays later in the project where changes would likely require re-work, thus creating delays in project delivery. One immediate determination to be made is the possibility of installing the new force main on the NCDOT bridge crossing Lake Tillery. This determination will have a great impact on project execution and needs to be made as soon as possible.

#### *Field Data Collection*

Prompt data collection will allow engineers and designers to begin preliminary alignment alternatives. Selection of a final alignment is a critical schedule driver that will directly impact project delivery, day-for-day. Our field data collection efforts will include:

- » Subsurface Utilities Engineering (SUE) Level B – Utility Locating at Ground Surface (**WithersRavenel**)
- » SUE Level A – Vacuum excavations to determine utility location, depth, size, and material (**WithersRavenel**)
- » Surveying/LiDAR (**WithersRavenel**)
- » Geotechnical Subsurface Exploration (**Falcon**)
- » Structural Survey and Assessment of NCDOT bridge on Lilly's Bridge Road (**NV5 - if needed**)
- » Bathymetric Surveying (**WithersRavenel**)
- » Wetland Delineation (**WithersRavenel**)
- » Stream Classification (**WithersRavenel**)



# *Project Understanding and Approach*

In order to ensure prompt deployment of field crews, we propose identifying potentially impacted property owners and sending letters to notify them of field crews possibly accessing their property for data collection. Access will likely be very limited, as we anticipate most of the force main will be located within the ROW, however, some temporary and permanent easement may be needed to facilitate installation and routing around culverts and existing utilities.

### **SUE/Surveying/LiDAR**

In-house survey/SUE to document existing site conditions and determine the locations of any subsurface utilities, including the locations of the Town’s existing water infrastructure along the alignment. For the Lake Tillery Force Main project, we believe that a combination of remote sensing and traditional survey is appropriate, allowing for the alignment to be flown with a drone to capture the majority of the contours and features. Traditional survey would be utilized to collect structure inverts and property corners for the properties/easement work and to collect additional topographic data in areas obstructed during drone collection.



*Remote Sensing drone*

### **Bathymetric Surveying**

For ponds and small lakes, WithersRavenel can deploy a small electric double-pontoon boat controlled remotely from shore; for large lakes, WithersRavenel has access to various crewed watercraft. Multiple options with flexible configurations mean a solution tailored to the environment and your data collection needs.

Our Hydrolite™ Hydrographic Equipment system, which combines GPS and sonar, easily mounts to various watercraft

types and provides bathymetric data that merges with our real-time kinematic (RTK) and GPS systems to produce traditional coordinate information. The result is high-quality survey data that works in the CAD or modeling program of your choice.



*Bathymetric Survey*

### **Geotechnical Exploration**

WithersRavenel will procure **Falcon Engineering** (Falcon) to perform soil borings along the project alignment, with specific emphasis at locations of trenchless road and lake crossings. In order to fully explore soil conditions at possible lake crossing locations, Falcon has access to various sized drilling rig barges capable of obtaining this data.



*Picture of barge-mounted drilling rig from Falcon*

# *Project Understanding and Approach*



## **Wetland Delineations**

WithersRavenel has extensive and relevant experience in field delineating and mapping of wetland areas, identifying threatened and endangered species habitats, and determining stream classifications. Our standard operating procedures begin with field services with ground truthing, followed by surveying and compilation of exhibit maps. Subsequently, permit applications are submitted and a meeting with Corps and/or DWQ staff to complete the permit application process is needed should it fall under a Nationwide or individual permit.

One named stream, Richland Creek, has been identified along the project corridor and will require environmental permitting.



**Site photographs of each side of the Richland Creek Culvert crossing Lilly's Bridge Road.**

Further preliminary engineering tasks will be mostly focused on determining force main alignment. As previously mentioned, selection of a final alignment is a critical schedule driver that will directly impact project delivery, day-for-day. The list of tasks below all require an alignment selection:

- » SUE Level A
- » Geotechnical Subsurface Exploration
- » Final Design and Drafting
- » NCDOT Encroachment Agreement
- » NCDEQ Erosion Control Permitting
- » NCDEQ/USACOE 401/404 Certification
- » Duke Energy Encroachment (Transmission)
- » Duke Energy Occupancy Agreement (Lake Tillery)
- » Easement Acquisition

In order to maintain project schedule and ensure successful project delivery, we propose making a timely alignment selection a very high priority.

# Project Understanding and Approach

## Key Design Considerations

### 1. Lake Tillery Crossing

The force main crossing of Lake Tillery is a key design consideration, as it can heavily impact the overall construction cost of the project. Crossing the lake at SR 1110 is limited to two possible installations; a horizontal (subaqueous) directional drill (HDD) and affixing a new force main to one of two bridges that exist near this location.

The existing pier (closed off to vehicular traffic) currently holds both a force main and water main belonging to the Town. Mounting the new force main to this structure could prove less costly than an HDD option. However, with the pier currently serving no real use, it is possible that NCDOT could choose to not to maintain it in the future as its structural condition may necessitate. If this were to happen, the Town would be forced to relocate its force main. Our team does not believe that mounting the new force main to this structure should be considered a viable option. The existing SR 1110 bridge is longer than the existing pier and already houses bridge drainage collection piping on the south side. Furthermore, NCDOT typically does not allow utilities on its newer structures. Our team will quickly coordinate with NCDOT to determine if this is a viable option before moving on to a subaqueous design option.

Our team believes that a subaqueous design option will be required for the force main installation. Our trenchless design engineer for the project, **Chris Rosenboom**, has designed multiple subaqueous horizontal drills up to 2,800 LF in

length. Chris is aware of the staging areas required on both the drill and receiving side of the horizontal drill, and he has already identified possible staging areas for this work.

This design would require confirmation of the locations of the existing bridge foundations as well as geotechnical investigations performed on either side of the lake and in the lake via a barge-mounted bore rig. A proposed drill staging area could be located on the east side of the lake, using the existing pier access area. The drill staging area would be in place for multiple weeks. With the pier already blocked to vehicular traffic, blocking the existing pier access has no significant impact to the public. In addition to the bore rig, additional equipment that would be situated at this site would include drill mud recycling and storage, drill rods, and other ancillary equipment. On the west side of the lake, HDPE pipe could be fused in preparation for pull back with minimized impact to the existing marina parking. Fused pipe could be then strung out with more significant impacts to the existing parking area being reduced to a potential overnight pull back.

Our team will also explore the possibility of extending the force main further to the north in order to make an open cut water crossing across the feeder creek. This would greatly reduce the cost of the crossing and eliminate having force main deep beneath the lake, but would also add significant easement and pipe length to the overall force main project. A cost/benefit analysis will help determine if this is an idea worth investigating.



# Project Understanding and Approach

## 2. Force Main Profile (Draining Force Main)

Upon inspection of the proposed force main route, it is evident that multiple air release valve assemblies will be needed to prevent air binding within the line. This can typically happen at high points in the line. In addition, the last 0.8 miles is nearly all downhill. As a result, when pumps at the upstream lift station are not on, this section of pipe will still drain to the WWTP. With this downhill force main, our team is prepared to work closely with the Town’s pump station consultant to ensure that the ongoing pump station upgrade accommodates the variable hydraulic condition that result from a draining force main. We already work directly with LKC as common team members on a large water main project, and the communication between our firms will ensure that the Town ends up with a cohesive pump station and force main design. **We are fully committed to working with the Town and LKC.** We will identify the high point location at which the force main will drain to the WWTP and provide an adequate air break that will allow the force main to both expel and take-in air (combination air/vacuum valve).



## 3. Air/Vacuum Release Valve Access – Operation and Maintenance

Based on available as-built information, there are 6 air/vacuum release valves located at high points along the force main between Lift Station 6 and the WWTP. Air/vacuum release valves are critical for long-term operation of any force main and reduce the impacts of vacuum and pressure surges and prevent damage. It was noted during our site visit that these ARVs are located at the edge of pavement. Of the four valves found, one appeared to be incomplete and non-operational (photo), one was located in a depression along the road shoulder near existing pavement (and traffic), and two were covered up and located using a survey-grade metal detector. The two physically located ARVs are pictured below:



**ARV1: Non-operational**



**ARV2: Located in roadside depression. (End of manhole hook denotes location of manhole cover.)**

We anticipate locating new ARVs further away from the road shoulder to provide better access and safety for operations staff during inspection and maintenance. Locating of ARVs should take into consideration the ability to run ARV piping consistently uphill to best funnel trapped air to the valve for venting at a location where odors are not a significant concern.

# Project Understanding and Approach

## Permitting



**Duke Energy Encroachment – electric transmission lines crossing Lilly’s Bridge Road.**

If a force main attachment to NCDOT bridge crossing of Lake Tillery is not allowed, a horizontal directional drilling installation of the force main will be required. Two potential boring locations are shown in the images below:



**North side of Lilly’s Bridge**



**Boring from parking lot between the two bridges and land between Lilly’s Bridge Road and secondary access road.**

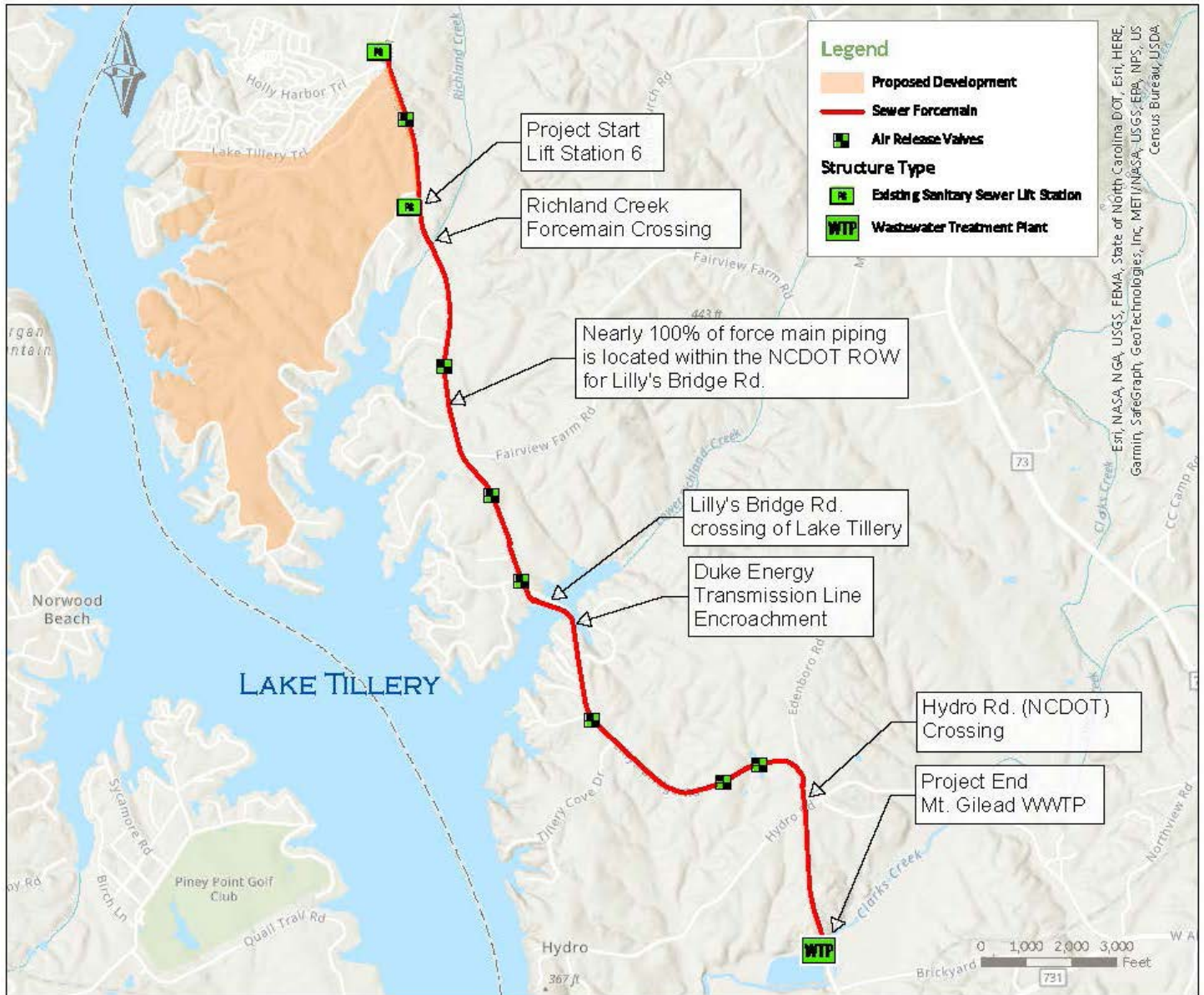
Although both the US Army Corps of Engineers and NCDEQ will have jurisdictional authority for permitting impacts to Lake Tillery, it is likely that a directional drilling installation can be completed using a Nationwide Permit (58), which is provided for notification only. A sample drill plan/frac out plan would likely be required as part of this submission, and our team is familiar with what needs to be included in these plans.

During our initial site visit and review of the available record drawings, we discovered that fiber optic utilities are present along a portion of the current and future alignment. Although a specific permit is not required, WithersRavenel will communicate and coordinate with the utility owner as needed to discuss crossings, impacts, and construction considerations.

# Project Understanding and Approach

## Key project components

An overall alignment of the existing force main corridor highlighting important project components is provided in the graphic below.



Path: J:\23\1243-Mt. Gilead Lake Tillery Force Main Improvements\GIS\Twin Harbors 8in FM\Twin Harbors 8in FM.aprx

Created By: kpossein

Printed Date: 11/28/2023

# Project Understanding and Approach



## NCDOT Encroachment Agreement

The new force main will require a new encroachment agreement with the NCDOT. We anticipate each Lilly's Bridge Road crossing as well as Hydro Road will require jack and bore installations of steel encasement pipe and ductile iron force main piping.

NCDOT Encroachment Agreements are very common in our projects, and we are confident in our understanding of the NCDOT's design requirements and special provisions. NCDOT Division 1 located in Asheboro will be the regional office in which the encroachment will be submitted.

## FINAL DESIGN

Following preliminary design, our team will develop 60%, 90% and final (bid documents) for the new force main. With each stage of design, our team will prepare a formal submittal to the Town and conduct a review workshop with Town staff.

With each submittal, a preliminary Opinion of Probable Construction Costs (OPCC) will be prepared and submitted. Our 90% submittal will be used to apply for the required permits. Comments obtained from permitting authorities will be used to finalize the design drawings and project manual.

## QUALITY ASSURANCE / QUALITY CONTROL

Informally, all project team members are responsible for checking their work as professionals. **Jack Fitzgerald**, as the Project Manager, will check deliverables to ensure they satisfy the scope of work, meet project quality standards and Town preferences established during scoping and project kickoff, and clearly define the scope of work for bidding and construction.

Quality assurance is a continuous process and individual mindset throughout each project, with specific measures performed at key delivery milestones and throughout construction. All technical documents (plans, specifications, opinion of costs, and reports) are reviewed and checked in detail by experienced and qualified personnel not otherwise directly involved with the project, prior to submittal. For the Lake Tillery Force Main project, we have appointed **Michael Wicker** to our team for QA/QC purposes. His experience on similar projects over the past 30 years makes him qualified to serve in this critical role for our team. Along with **Chris Rosenboom**, Michael Wicker will ensure all project drawings, specifications, and opinions of probable construction costs are prepared according to industry standards.

In addition, each design submittal will be reviewed in-house specifically for constructability considerations. Our proposed construction administrator, **Mike Kale**, will perform constructability reviews to help reduce the likelihood of changes and delays during construction.

# *Project Understanding and Approach*

## BID PHASE SERVICES

Per the RFQ, permitting, bidding, and construction may take place as part of a future contract amendment. WithersRavenel routinely assists our clients with advertising projects for competitive bidding and conducts formal bid/award conferences. We are familiar with current legal requirements and processes required for obtaining bids on State-funded work in North Carolina. We also maintain relationships with a number of local and qualified contractors from our experience working in a competitive bid environment. We know which contractors are well-suited for the various types of work and will actively reach out to trustworthy contractors during both design and bid to solicit interest on behalf of the Town.

This is critical in the current bidding environment, as contractors are very busy and are generally less likely to bid work that they don't know about in advance.

Below is a summary of services we typically provide for projects of this nature:

- » Prepare, furnish bidding documents for review and approval
- » Provide reproducible plans and specifications for bidding
- » Respond to plan holder inquiries and prepare addenda, as required
- » Provide addenda for formal issuance
- » Attend and participate in pre-bid meeting
- » Attend formal bid opening
- » Contact contractor references
- » Provide recommendation of award

## CONSTRUCTION PHASE SERVICES

Our in-house team has qualified staff dedicated specifically to construction services. These members are well-qualified on both utility collection and distribution projects.

The construction administrator and construction observer will keep in constant communication with the management team and the Engineer-of-Record. Our project manager, also well experienced in construction administration, will be involved “cradle to grave” to ensure continuity throughout the life of the project. We will endeavor to keep the Town informed and fully engaged in the construction process. If deemed appropriate, we can provide for stakeholder meetings throughout the construction phase to also keep the public and key stakeholders appropriately informed. We have found that this helps to minimize complaints and to keep the phones from ringing, which can reduce the workload of the Town's engineering and operations staff.

Following completion of construction activities, we will prepare record drawings in hard copy and electronic format for the Town. Record drawings will be based on contractor red lines and information from our construction team. We can also provide field surveys, using in-house survey staff, to accurately provide for final location of new infrastructure for the record drawings and not rely on contractor markups, if deemed necessary by the Town.

## FUNDING EXPERTISE

WithersRavenel maintains a dedicated funding team that understands that the interim final rule provides local governments with wide latitude to identify investments in water, wastewater, and stormwater infrastructure that are of the highest priority for their own communities, which may include projects on privately owned infrastructure.

Our team has a breadth of experience successfully applying for and implementing projects funded with a variety of state and federal sources, including direct appropriated funds administered through NCDEQ.

## PROJECT CLOSEOUT

Once the project is substantially complete, WithersRavenel produces a punch list and provides it to the contractor for their action. WithersRavenel obtains schedules to complete the work, and also attends punch list inspections with the contractor until completed. Once completed to our satisfaction, WithersRavenel coordinates and attends an acceptance inspection of the improvements.

Also, upon substantial completion, we will use the as-built survey information to oversee as-builts from the design engineer's drawings and provide those to the client. We would also verify the final pay quantities with the contractor and provide those to the client as well.

WithersRavenel also confirms that all operations and maintenance manuals have been provided to the owner by the contractor, that the owner has been trained and knows who and when to call. We will file a notice of completion with the appropriate jurisdictional authority within the time frame required by state statute.

## PROJECT SCHEDULE

**For a projected schedule, see the following page. We have carefully considered our proposed schedule, and we are confident in our ability to meet it.**





## Fee & Expense Schedule

Description	Rate
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
<b>Project Coordinators</b>	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
<b>Geomatics</b>	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
<b>Administrative</b>	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
<b>Other</b>	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change



# THANK YOU!



WithersRavenel  
Our People. Your Success.

<b>Meeting Date:</b> 01/02/2024	<b>Agenda Item Number:</b> New Business F
<b>Submitted By:</b> Dylan Haman	<b>Department:</b> Public Works
<b>Attachments:</b> N/A	

**Topic: Historic Board Updates and Actions**

**Staff Summary:** The Town of Mount Gilead operates a Historic District and preservation commission. Many of the people on this board have either moved out of Town or Passed away. We need a historic preservation commission in order to enforce the Historic District regulations.

It is possible to merge the Historic Preservation Commission and Planning Boards if the Town Board chooses to do so.

Staff is asking for the Boards guidance regarding a potential merger of the Planning Board and Historic Commission.

<b>Direct Cost:</b> -	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action:</b> -	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b>	

**Staff Recommendation:** Staff recommends that the Board direct staff to discuss this issue with the planning board, and to merge the planning board and zoning board if more than three planning board members demonstrate special interest in historic preservation.

**Examples of Motions:**

Approve: I move to direct the staff to initiate discussions regarding the potential merger of the Town Planning Board and the Historic Preservation Commission. Furthermore, I propose that the merger shall be pursued if three or more members of the Planning Board demonstrate a special interest in historic preservation or related fields.

Deny: I make a motion to keep the historic preservation commission and to direct staff to solicit applications for new commission members.

Need More Time: I make a motion to table this agenda item to another meeting on (date):

<b>Meeting Date:</b> 01/02/2024	<b>Agenda Item Number:</b> New Business G
<b>Submitted By:</b> Sheldon Morley	<b>Department:</b> Administration
<b>Attachments:</b> N/A	

**Topic: Request to Change day of Regularly Scheduled Meetings**

**Staff Summary:** Mayor Sheldon Morley has presented a schedule conflict that he has with our regularly scheduled meetings. Typically, the Mayor also has lodge meetings on Tuesdays. The Mayor has acknowledged that this is his first priority, but is asking the board to discuss another day for regularly scheduled meetings if it works for everyone’s schedules.

<b>Direct Cost: -</b>	<b>Line Item Utilized -</b>
<b>Amount Remaining after Action: -</b>	<b>In Current Budget: Yes/No</b>
<b>Plans if Not in Current Budget:</b>	

**Staff Recommendation:** Staff is available any day that may be convenient for the Board.

**Examples of Motions:**

Approve: I make a motion to change our regularly scheduled meeting day to the (first date) of each month.

Deny: I make a motion to keep the regularly scheduled meeting day as the first Tuesday of each month.

Need More Time: I make a motion to table this agenda item to another meeting on (date):

### **END OF QUARTER FINANCIAL HIGHLIGHTS:**

- RECOVERED ALL MONEY FROM NCDOR.
- PAID IRS 249,241.91. Waiting on final payoff amount from our Taxpayer Advocate.
- Outside of NCDOR reimbursements, total General Fund revenue YTD = 620,408.09
- Outside of IRS payments, total General Fund expenditures YTD = \$699,876.81
- Outside of NCDOR reimbursements, total Water/Sewer Fund revenue YTD = \$716,385.67
- Outside of IRS payments, total Water/Sewer Fund Expenditures YTD = \$554,798.06

### **GENERAL FUND ANALYSIS:**

- Slightly higher costs on Solid Waste Disposal than predicted. Likely will require a year end budget amendment. Management also recommends raising solid waste fees in 24-25 so that the service breaks even on cost.
- Slightly higher costs on Planning/Zoning than predicted. Likely will require a year end budget amendment.
- Waiting on our primary tax checks which will come in through Quarter 3.
- All other departments are likely to remain within budgeted amounts.

### **WATER/SEWER FUND ANALYSIS:**

- While YTD revenues are stronger than expenditures, this does not include the depreciation of the system or Debt service payments which are not yet “paid” for the year. Last year, the town had over \$500,000 of depreciation and over \$220,000 of debt service. Management recommends raising rates in 24/25 and beyond to cover this difference.
- The Water/Sewer Fund has lost money for 14 years in a row. By state law, Enterprise systems meant to be run in a manner similar to private business in that they have enough revenue to cover operating costs.
- Upcoming short and medium term needs include the development of an SIU Permit for an industrial user, a new sampling station, and future improvements on storm water as identified in our CIP.
- Longer term costs include expansion of the WWTP.

## *Community Garden Update- Winter Chill and Exciting News*

**Hello, fellow garden enthusiasts! As the winter chill settles in, our garden has donned its cozy blanket, making it challenging to share our usual updates. Nevertheless, we have some exciting tidbits to share from our winter wonderland.**

**Firstly, we're thrilled to announce that local benefactors are exploring the possibility of gifting us a beautiful shed for our garden. This would be a wonderful addition, providing shelter and storage for our tools, supplies, and a cozy spot for garden gatherings. We're immensely grateful for their consideration and generosity.**

**Amidst the cold, our beets and turnips are thriving, their vibrant colors adding splashes of life to the wintry landscape. Their robust growth is a testament to the dedication and care of our garden community.**

**In equally exciting news, we've received correspondence from NASA regarding our Moon Tree application. They've indicated that we should expect to hear back in the early months of next year. While we anxiously await their response, we're brimming with hope and positivity. We firmly believe that our proposal reflects our unwavering enthusiasm and commitment to nurturing a piece of history right here in our garden.**

**The acknowledgment of our enthusiasm by NASA warms our hearts and reaffirms our dedication to this unique and meaningful project.**

**As we continue to embrace the chill of winter and eagerly anticipate the arrival of spring, we'll keep you updated on any developments. Your support and encouragement mean the world to us, and we can't wait to share more exciting news as it unfolds.**

**Warm regards,**

**The Gathering Garden**



# TOWN OF MOUNT GILEAD DEPARTMENT REPORTS

---

110 West Allenton Street, Mount Gilead, North Carolina, 27306  
DEC, 2023

## PUBLIC WORKS

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

### Water/ Sewer Services

1. Repaired pump at lift Station # 12 twin Harbor
2. Unclog sewer main J Chambers
3. Read towns water meters
4. Repair Effluent pump at WWTP
5. Repaired pump at lift Station #14 Twin Harbor

### Repairs and Cleanup Activities

1. Cleaned All the Towns Entrances
2. Cleaned Pavilions and park parking lot s
3. Removed leaves in town
4. Prepped town for Christmas

### Equipment/Vehicle Maintenance

1. Regular oil checks
2. Equipment oil checks
3. Oil change on one service vehicle

### **Routine Monthly Activities**

6. Lift stations 1-15 - weekly checks
7. Non-payment cutoffs - Completed -12
8. Cleaned curbs and gutters on Julius Chambers, W. Allenton St N. Main, E Allenton
9. Other street cleaning removing trash from right-of-way.

### **In Progress Projects**

5. AIA STUDY
6. Grant study for the park





Town of  
**MOUNT GILEAD POLICE  
DEPARTMENT**

---

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

**MEMORANDUM**

**To: Dylan Haman  
Town Manager**

**From: Talmedge LeGrand  
Chief of Police**

**Date: December 20, 2023**

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

During the month of December, our department participated in various events and programs.

On December 2<sup>nd</sup>, officers provided traffic control and safety for the Jingle Bell Jaunt, the Fun Run, the Christmas Parade, and the Christmas on the Square event.

On December 4<sup>th</sup>, the department held its annual firearms training at The Montgomery County Community College. Officers review department policy, general statutes, and participate in live-fire training drills.

On December 13<sup>th</sup>, The Mount Gilead Police Department and 12 volunteers held its annual Shop with a Cop event. This year, we were able to provide lunch and shopping for 14 children. We are grateful for the opportunity to make a positive impact and we are thankful to all the donors and volunteers that help make this happen.

## **Administration and Patrol**

- The School Resource Officer continues to greet students at MGES and provide a positive environment.
- Officers attended the scheduled grand jury session.
- Officers are continuing to check business doors each night.
- End-of-year audits on annual in-service training.
- Officers conducted various traffic stops.
- Officers continue to take 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.

Montgomery County Communications  
199 South Liberty St Troy , NC 27371

CFS By Department - Select Department By Date  
For MT GILEAD POLICE DEPT 11/28/2023 - 12/20/2023

MT GILEAD POLICE DEPT	Count	Percent
911 HANG UP	2	1.40%
ALARM (NOT FIRE) COMMERCIAL	5	3.50%
ALARM (NOT FIRE) RESIDENTIAL	1	0.70%
ANIMAL CALL (NOT ATTACKS)	2	1.40%
ARMED PERSON	1	0.70%
ASSAULT (NO INJURIES)	1	0.70%
ASSIST MOTORIST	3	2.10%
B-E	1	0.70%
CARELESS & RECKLESS	3	2.10%
CHASE VEH	1	0.70%
CHEST PAIN	1	0.70%
CHOKING	1	0.70%
CIVIL	1	0.70%
CIVIL DISTURBANCE	5	3.50%
COMMUNICATING THREATS	1	0.70%
DAMAGE TO PROPERTY	2	1.40%
DOMESTIC	3	2.10%
ESCORT	17	11.89%
FOLLOWUP INVESTIGATION	1	0.70%
INFORMATION	9	6.29%
INTOXICATED DRIVER	1	0.70%
JUVENILE(s)	1	0.70%
LARCENY	4	2.80%
LIFELINE	1	0.70%
MUTUAL AID - ASSIST OUTSIDE AGENCY	1	0.70%
OVERDOSE - POISONING (INGESTION)	1	0.70%
PROPERTY (Found-Lost-Seized-Recoverd)	2	1.40%
RUNAWAY	2	1.40%
SECURITY CHECK	6	4.20%
SERVE PAPER	3	2.10%
STAB - GUNSHOT - PENETRATING TRAUMA	1	0.70%
STROKE (CVA)	1	0.70%
SUSPICIOUS PERSON/VEH/ACTIVITY	8	5.59%
TRAFFIC ACCIDENTS (PD)	2	1.40%
TRAFFIC STOP	39	27.27%
TRANSPORTATION PI	2	1.40%
TRESPASSING	2	1.40%
WELFARE CHECK	5	3.50%
Total Records For MT GILEAD POLICE DEPT	143	Dept Calls/Total Calls 100.00%

Total Records 143

# Activity Detail Summary (by Category)

## MOUNT GILEAD POLICE DEPARTMENT

(11/28/2023 - 12/20/2023)

---

### Incident\Investigations

1390 - Assault on a Child Under 12	1
2322 - Misdemeanor Larceny	1
3401 - Possession Drug Paraphernalia	1
3465 - Possess Methamphetamine	1
3549 - Felony Possession of Marijuana	1
5310 - Resisting Public Officer	1
90Z - All Other Offenses	5
OFA - Order for Arrest	3
WFA - Warrant for Arrest	1

Total Offenses 15

Total Incidents 12

---

### Arrests

5310 - Resisting Public Officer	1
90Z - All Other Offenses	3
OFA - Order for Arrest	9
WFA - Warrant for Arrest	1

Total Charges 14

Total Arrests 7

---

## Accidents

Total Accidents	3
-----------------	---

---

## Citations

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

Expired Registration	3
----------------------	---

Failure To Reduce Speed	1
-------------------------	---

Failure To Stop (Stop Sign/Flashing Red Light)	1
--	---

No Operator License	2
---------------------	---

Other (Infraction)	6
--------------------	---

Date: 12/20/2023 -- Time: 02:05

Page 1

---

# Activity Detail Summary (by Category)

## MOUNT GILEAD POLICE DEPARTMENT

(11/28/2023 - 12/20/2023)

---

## Citations

Speeding (Infraction)	2
-----------------------	---

Secondary Charge	14
------------------	----

Total Charges	34
---------------	----

Total Citations	21
-----------------	----

---

## Warning Tickets

Total Charges	12
---------------	----

Total Warning Tickets	8
-----------------------	---

---

# Incident Offenses/Victims/Status By Reporting Officer

## MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (11/28/2023 - 12/20/2023)

---

### 2246 - Assistant Chief Austen B. Morton

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2312-0279	1390 - Assault on a Child Under 12	Shea, Lincoln Alexander	Closed by Other Means	Prosecution Declined	12/12/2023

Officer Total Incidents: 1

---

### 2647 - Lieutenant Jacob Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2312-0270	3465 - Possess Methamphetamine 3549 - Felony Possession of Marijuana 3401 - Possession Drug Paraphernalia	State of NC, Mount Gilead	Closed by Other Means		12/01/2023
2312-0274	2322 - Misdemeanor Larceny	Dollar General	Active		12/08/2023
2312-0277	90Z - Warrant Service	Stanly County NC.	Closed by Arrest		12/09/2023
2312-0281	90Z - Discharge firearm in city limits 5310 - Resisting Public Officer	Town of Mount Gilead, Town of Mount Gilead Shuping, C.J.	Closed by Arrest		12/14/2023

Officer Total Incidents: 4

---

### 6280 - Patrol Officer Bobby A. Hall

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2312-0275	90Z - Lost Property	Morales, Jessica Mabe	Closed by Other Means	Not Applicable	12/06/2023
2312-0276	OFA - Order for Arrest	State of NC	Closed by Arrest	Not Applicable	12/07/2023
2312-0282	WFA - Warrant for Arrest		Closed by Arrest	Not Applicable	12/17/2023
2312-0283	OFA - Child Support	State of NC	Closed by Arrest	Not Applicable	12/17/2023

Officer Total Incidents: 4

# Incident Offenses/Victims/Status By Reporting Officer

## MOUNT GILEAD POLICE DEPARTMENT

All Case Statuses - (11/28/2023 - 12/20/2023)

---

### 7513 - Reserve Officer Corey Hurley

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2311-0269	90Z - Federal Detainer	State of North Carolina	Closed by Arrest	Not Applicable	11/30/2023
2312-0280	OFA - Order for Arrest	State of North Carolina	Closed by Arrest	Not Applicable	12/13/2023

Officer Total Incidents: 2

---

### 8523 - Sergeant Adam W. Lucas

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2312-0271	90Z - Juvenile vape usage	State of NC	Closed by Other Means	Juvenile/No Custody	12/01/2023

Officer Total Incidents: 1

Total Incidents: 12

# Mount Gilead Fire Department



## December: Summary of Calls

Fire - 12	Town - 11
<u>Squad - 13</u>	District - 9
Total - 25	County - 5
	<u>Out of County - 0</u>

Total - 25

The fire department applied for a grant to receive a pallet of 96 cases of water from the Anhauser Bush Company and we were successful in getting this grant as you can see in the attached picture. This helps us in having drinkable water on the trucks for the firemen during response calls.



Chief - *Keith Byrd*



**DATE:** December 3, 2023  
**TO:** Mayor and Board of Commissioners  
**FROM:** Dylan Haman, Town Manager  
**RE:** Managers' Report

---

1. The Town has made a substantial payment of \$249,241.91 to the IRS. We are currently working with our Taxpayer Advocate to determine the final payoff amount.
2. County Manager Frankie Maness and Town Manager Dylan Haman, in collaboration with legal counsel, have crafted an inter-local agreement. The agreement is designed to facilitate the allocation of grant funding specifically earmarked for the Lilly's Bridge Force Main Improvement Project.
3. Town staff is recommending the awarding of the Lilly's Bridge Force Main Improvement Project to Withers Ravenel. Withers Ravenel stands out due to their extensive and commendable track record in environmental work across North Carolina. Withers has substantial experience on Force Main Projects and Grant Administration.
4. Town staff is working with engineers to formulate a significant industrial user permit for Mohawk. We are also purchasing a sampling station that will collect hourly samples of the flow stream coming from the Mohawk Plant. The station is important for monitoring and analyzing the quality of the influent flow, providing daily data for regulatory and environmental stewardship.
5. Staff is considering the purchase of purchasing a master meter to install at Twin Harbor Campground. This meter would allow staff to collect data on the difference between billed and unbilled flow coming from the campground. The Town has previously smoke tested Sewer lines in the area and believes that there is a high level of Inflow and Infiltration. Inflow occurs when external water, like rainwater or snowmelt, enters the sewer system. Infiltration is the seepage of groundwater into the sewer system through cracks, joints, or deteriorated pipes.
6. Jordan Lumber has agreed to donate approximately 2.5 acres north of the WWTP after discovering last month that some town assets are on the land.
7. Staff is continuing to work on Bank Reconciliations. Lessie Jackson has assured me that we will have them up to date by January 31.



PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

Monthly Report  
Town of Mt. Gilead

Updated  
December 31, 2023

507 S Wadesboro Blvd	MH/OL	<b>OPEN</b>
166 Emmaline St	JV	<b>ABATED</b>
200 S Main St	MH	<b>OPEN</b>
500 W Allenton St	MH/OL	<b>OPEN</b>
300 Washington Park Rd	MH	<b>OPEN</b>
203 Clinton St	JP	<b>ABATED</b>
405 Julius Chambers Ave	MH	<b>OPEN</b>
295 Northview Rd	MH	<b>OPEN</b>
PID 750309076133 Julius Chambers Ave	MH	<b>OPEN</b>
214 E Allenton St	JP	<b>OPEN</b>
PID 750313234381 E Haywood St	MH	<b>OPEN</b>
202 E Allenton St	JV	<b>OPEN</b>

#### MONTHLY HIGHLIGHTS

- 2 Cases have been ABATED.
- 2 New cases opened
- 202 E Allenton St - Has been brought to my attention by a few sources and is being taken care of. The yard and care will be cleaned up.
- 500 W Allenton St - This property looks a lot better since all the debris and trash has been cleaned up on the property. Still waiting for property to be demolished.
- 295 Northview Rd - They are still working diligently on this property to get it abated



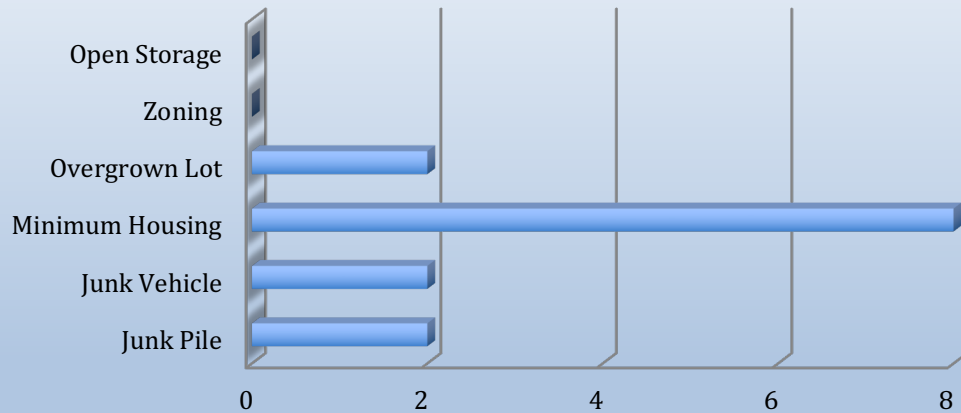
PROTECTING QUALITY OF LIFE

Alliance Code  
Enforcement LLC

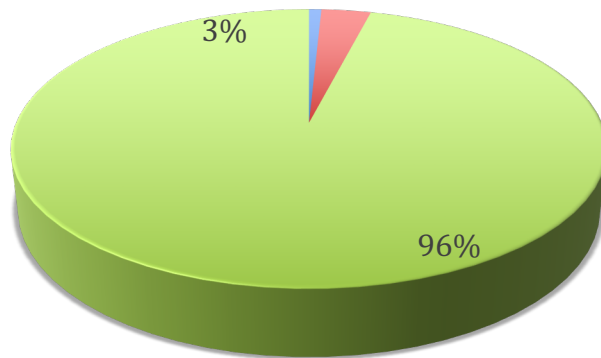
Monthly Report  
Town of Mt. Gilead

Updated  
December 31, 2023

## Violations by the Numbers



	Junk Pile	Junk Vehicle	Minimum Housing	Overgrown Lot	Zoning	Open Storage
Violations by the Numbers	2	2	8	2	0	0



Total Cases - 248

Abated - 239

Unfounded - 0

Open In Progress - 8

New/No Progress - 2

■ OPEN - NEW/NO PROGRESS 
 ■ OPEN - IN PROGRESS 
 ■ ABATED 
 ■ Unfounded



# Department Monthly Report Wastewater Treatment Plant Donna Mills, ORC

---

December 2023 Report

- Filled both Drying Beds.
- Plant continues to struggle with bio-solids/sludge management with only 2 operable drying beds which are full until weather permits them to dry enough for cleanout. (spring)
- Instead of other 2 drying beds being completed, I strongly recommend a belt press instead, to relieve current sludge inventory and to better manage future inventory.
- November eDMR submitted.
- Press at Headworks serviced.

## Budget vs Actual (Summary)

Town of Mount Gilead  
12/21/2023 3:10:09 PM

Period Ending 6/30/2024

10 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>								
	1,935,127	0.00	0.00	0.00	837,302.32	(1,097,824.68)	43%	
Revenues Totals:	1,935,127	0.00	0.00	0.00	837,302.32	(1,097,824.68)	43%	
<b>Expenses</b>								
ADMINISTRATION	494,304	0.00	0.00	0.00	251,080.38	243,223.62	51%	
STREETS AND GROUNDS	157,800	4,636.23	0.00	0.00	47,593.06	105,570.71	33%	
PLANNING & ZONING	27,250	0.00	0.00	0.00	17,346.42	9,903.58	64%	
SOLID WASTE	97,400	0.00	0.00	0.00	54,125.09	43,274.91	56%	
PARKS AND RECREATION	110,193	0.00	0.00	0.00	54,192.48	56,000.52	49%	
POLICE DEPARTMENT	749,803	0.00	0.00	0.00	340,265.93	409,537.07	45%	
FIRE DEPARTMENT	171,200	32,287.70	0.00	0.00	49,234.42	89,677.88	48%	
REDEVELOPMENT CORP.	10,250	0.00	0.00	0.00	3,095.85	7,154.15	30%	
FITNESS CENTER	0	0.00	0.00	0.00	0.00	0.00		
POWELL BILL	50,000	23,000.00	0.00	0.00	155.00	26,845.00	46%	
HIGHLAND COMM. CT.GRANT	0	0.00	0.00	0.00	0.00	0.00		
CEMETERY	5,000	0.00	0.00	0.00	1,507.59	3,492.41	30%	
GOVERNING BODY	51,527	0.00	0.00	0.00	26,258.03	25,268.97	51%	
LIBRARY	10,400	0.00	0.00	0.00	6,748.38	3,651.62	65%	
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00		
	0	0.00	0.00	0.00	0.00	0.00		
Expenses Totals:	1,935,127	59,923.93	0.00	0.00	851,602.63	1,023,600.44	47%	
10 GENERAL FUND Revenues Over/(Under) Expenses:			0.00	0.00	(14,300.31)			
20 ENTERPRISE FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
<b>Revenues</b>								
	1,819,262	0.00	0.00	0.00	882,869.47	(936,392.53)	49%	
Revenues Totals:	1,819,262	0.00	0.00	0.00	882,869.47	(936,392.53)	49%	

## Budget vs Actual (Summary)

Town of Mount Gilead  
12/21/2023 3:10:09 PM

Period Ending 6/30/2024

20 ENTERPRISE FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Expenses								
ADMINISTRATION	497,765	3,156.40	0.00	0.00	239,845.37	254,763.23	49%	
WATER OPERATIONS	330,981	(1,565.68)	0.00	0.00	150,480.24	182,066.44	45%	
WASTE WATER COLLECTION	377,321	9,754.31	0.00	0.00	123,886.72	243,679.97	35%	
WASTE WATER PLANT	358,220	(10,535.04)	0.00	0.00	114,664.62	254,090.42	29%	
SOLID WASTE	0	0.00	0.00	0.00	0.00	0.00	0.00	
GOVERNING BODY	0	0.00	0.00	0.00	0.00	0.00	0.00	
LIBRARY	0	0.00	0.00	0.00	0.00	0.00	0.00	
	14,000	0.00	0.00	0.00	14,000.00	0.00	100%	
DEBT SERVICE	240,975	0.00	0.00	0.00	9,731.84	231,243.16	4%	
	0	0.00	0.00	0.00	0.00	0.00	0.00	
Expenses Totals:	1,819,262	809.99	0.00	0.00	652,608.79	1,165,843.22	36%	
20 ENTERPRISE FUND	Revenues Over/(Under) Expenses:		0.00	0.00	230,260.68			

Don't miss out on all of the  
New Year Specials & Discounts

Enjoy a variety of refreshments and  
enter to WIN one of many PRIZES!

Meet our Medical Provider  
and Professional Staff

Bring a friend and join us  
for our celebration!



*Grand Opening & Open House*

*January 1, 2024*

*11am - 3pm*

102 N. School St., Mt. Gilead, NC 27306



Scan for Website

*~Walk-ins Welcome~*

(704) 438-1740

Monday-Friday 9am-6pm

Saturday 10am-2pm

\*\*\*\*\*ECRWSS\*\*\*\*  
Local  
Postal Customer

PRSRT STD  
ECRWSS  
U.S. POSTAGE  
PAID  
EDDM RETAIL

*We're here for all your Wellness Services, Urgent Care needs and More!  
~Where You & Your Health Matter~*

-Urgent Care Services  
*No Insurance- Visit Only \$75*

-Wellness/Vitamin Injections

-Functional/Alternative Medicine

-Concierge Medicine (Primary Care)

-Men & Women's Hormonal/Testosterone Deficiencies

-IV Hydration

-Medically Supervised Weight Loss  
*Semaglutide/Tirzepatide/Lipo Shot*

-DOT Physicals

-Botox, Fillers & Kybella

-Erectile Dysfunction