

## TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS MEETING MINUTES

## 110 West Allenton Street, Mount Gilead, North Carolina, 27306 March 7, 2023

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

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

#### ITEM II. ADOPTION OF THE AGENDA

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

#### ITEM III. APPROVAL OF THE MINUTES

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

#### ITEM IV. NEW EMPLOYEE INTRODUCTIONS

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

#### ITEM IV. PUBLIC COMMENT

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

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

ITEM VI. OLD BUSINESS

None

#### ITEM VII. NEW BUSINESS

A. Presentation of the 2021-2022 Financial Statements

Ms. Deneal Bennett, of JB Watson and Co. presented the 2021-2022 Financial Statements to the Board. *NOTE: The complete 2021-2022 financial statement is available on the Town's website and there is a copy for public viewing in the Clerk's office at Town Hall.* She also presented the 2022-2023 Engagement letter and audit contract for the 2022-2023 fiscal year. Commissioner Richardson made a motion to approve the 22-23 Audit contract. Commissioner Covington seconded the motion. Motion carried unanimously.

B. Discussion of NC 731/NC 109 Intersection

Mr. R. J. Monroe, NCDOT District Supervisor, spoke to the Board about the need for a four-way stop sign at the intersection of NC 731 and NC 109 (currently a caution light). In light of the many wrecks that have occurred at this intersection and the number of complaints from citizens and the Town, a study was done, and it was determined that this intersection needed a four way stop. Commissioner Lucas asked how they would alert citizens about this change. She was concerned that log trucks that are used to barreling through that intersection were not going to know to stop and that it may cause an even bigger disaster. Mr. Monroe stated that NCDOT will place warning signs at least 30 days prior to the change and that there will "Stop Ahead" signs placed in every direction to alert drivers. Town Clerk Roberts asked what criteria were needed for them to consider adding a stop light at this intersection rather than a four-way stop. Mr. Monroe stated that based on the study and the "numbers" provided from the study, this intersection did not warrant a stop light. He stated that if later down the road the subject of adding a stoplight can be re-visited if NCDOT sees that the four-way stop is not working.

- C. Utility Preliminary Engineering Agreement- NCDOT NCDOT presented a Utility Engineering Agreement that will allow NCDOT to submit a project for construction along NC109 that will require certain engineering plans for adjustments/relocations to be made to the Town's existing facilities/lines. NCDOT agrees to reimburse the Town for any engineering expenses incurred. Commissioner Covington made a motion to accept this agreement with a second from Mayor Pro Tem McAuley. Motion carried unanimously.
- D. Request for the Board to Consider Applying for Grants for Low Income Residents Mr. George Knight spoke about the need for grants to help some of the older and less fortunate residents in our Town. He said he knows there's money out there and would really love for the Board to investigate these grants. Interim Manager Allen assured the Board that he would be sure to pass this along to Dylan when he comes on Board so he can start looking for some of these grants available.
- E. Request for Resolution Regarding School Calendar Flexibility Dr. Dale Ellis and Dr. Tracy Grit with Montgomery County Schools spoke to the Board about the need for local control of the school calendar. He stated that he has presented a resolution to the State requesting this flexibility and is hoping to get the approval of each Town to also create a resolution in support of this effort. Allowing more local control and flexibility will make year end and semester end testing timelier for each school. Commissioner Richardson made a motion that the Town approve this request and create a resolution in support of School Calendar Flexibility. Commissioner Covington seconded the motion. Motion carried unanimously.
- F. Request of Mr. Jerry Thompson to allow Urban Archery Season

Mr. Rupert Medford with the NC Wildlife Association spoke to the Board at the request of Mr. Jerry Thompson, a local resident, who is homebound and could not be present but is requesting the Board consider adopting an Urban Archery Season. According to Mr. Medford, this would allow the archery season within Town limits, with bylaws and regulations created by the Town. Interim Manager Allen stated that if the Board considers this a Public Hearing would need to be held so that citizens either for or against have the chance to be heard on this matter. The Town would also have to adopt an ordinance making it legal to hunt inside the city limits during the regular deer season. Mr. Allen stated that Mr. Thompson's request may be too late for this year as the deadline to apply is April 1, 2023 and the next Board meeting to approve the ordinance and any regulations would not be until at the minimum April 4, 2023. The Board decided to table this discussion until more research can be done and they stated that they would like to hear from other citizens to get a feel from the general population about this subject. Mayor Pro Tem made a motion to table this discussion later. Commissioner Richardson seconded the motion. Motion carried unanimously.

G. Mount Gilead Industrial Committee Closeout Donation Interim Manager Allen stated that Mr. Jack Jordan of the Mount Gilead Industrial Commission had closed out the account of the Commission and sold the property on Lily's Bridge Road associated with this. He has donated the proceeds from the sale back to the Town. The donation was in the amount of \$39,460.43 and was available to be appropriated by the Board of Commissioners as needed but he requested that, if possible, he would like to see the funds be used for economic development or parks and recreation within the Town. Commissioner Covington made a motion to accept the donation but stated that she would like to discuss the use of this donation during the annual Budget retreat in April. Commissioner Lucas seconded the motion. Motion carried unanimously.

#### H. Approval of Interim Manager Contract - Bill Zell

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

#### ITEM VII. COMMITTEE REPORTS

A. Community Appearance Tree Board

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

#### ITEM VIII. STAFF REPORTS

Staff reports were given by Public Works Director Daniel Medley\*\*, Police Chief Talmedge Legrand and Interim Manager Ray Allen and were attached to the Board Agenda Packet. A copy of their complete report is available in the Town Clerk's office for public review.

\*\*Public Works Director Medley presented some quotes to the Board for solar light fixtures to be placed in front of the entryway signs from all directions. He asked for permission to purchase one of the lights so that we can determine if this is the route the Town wants to take. The Board granted Medley permission to purchase one of these lights for reference.

## ITEM IX. MAYOR AND COMMISSIONERS REPORT

None

#### ITEM X. ADJOURNMENT

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

Any C. Roberts, Town Clerk





## TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS AGENDA

## 110 West Allenton Street, Mount Gilead, North Carolina, 27306 March 7, 2023

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

ITEM I.	CALL TO ORDER MOMENT OF SILENCE PLEDGE OF ALLEGIANCE	(Mayor Harris)
ITEM II.	ADOPTION OF THE AGENDA	(Action)
ITEM III.	APPROVAL OF THE MINUTES A. February 7, 2023, Regular Meeting Minutes B. February 27, 2023, Special Called Meeting Minutes	(Action)
ITEM IV.	<ul> <li>NEW EMPLOYEE INTRODUCTIONS</li> <li>A. Ms. Mollie Lee, Customer Service/Accounts Payable Cler</li> <li>B. Mr. Eric Williamson, Police Patrol Officer</li> <li>C. Mr. Dylan Haman, Town Manager</li> </ul>	Hire Date – 2/20/2023 Hire Date – 2/13/2023 Hire Date – 2/27/2023
ITEM IV.	<b>PUBLIC COMMENT</b> Reading of the Rules for Public Comment	(Interim Town Manager Ray Allen)
ITEM VI.	OLD BUSINESS	
ITEM VII.	<ul> <li>NEW BUSINESS</li> <li>A. Presentation of the 2021-2022 Financial Statements</li> <li>B. Engagement Letter and Audit Contract – FY 2022-2023</li> <li>C. Discussion of NC 731/NC 109 Intersection</li> <li>D. Utility Preliminary Engineering Agreement- NCDOT</li> <li>E. Request for the Board to Consider Applying for Grants for Low</li> <li>F. Request for Resolution Regarding School Calendar Flexibility</li> <li>G. Request of Mr. Jerry Thompson to allow Urban Archery Season</li> <li>H. Mount Gilead Industrial Committee Closeout Donation</li> <li>I. Approval of Interim Manager Contract – Bill Zell</li> </ul>	(Action)
ITEM VII.	COMMITTEE REPORTS A. Community Appearance Tree Board	(Patsi Laracuente, Chairman)
ITEM VIII.	<ul> <li>STAFF REPORTS</li> <li>A. Public Works – Public Works Director Daniel Medley</li> <li>B. Police Department – Chief Talmedge Legrand</li> <li>C. Interim Town Manager – Ray Allen</li> <li>D. Code Enforcement Report</li> <li>E. Wastewater Treatment Plant – ORC Manager, Donna Mi</li> </ul>	(Information)
ITEM IX.	MAYOR AND COMMISSIONERS REPORT	(Information)
ITEM X.	ADJOURNMENT	(Action)



## TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS MEETING MINUTES

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

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

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

#### ITEM II. ADOPTION OF THE AGENDA

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

#### ITEM III. APPROVAL OF THE MINUTES

A. January 3, 2023 Regular Meeting Minutes Commissioner Lucas made a motion to approve the January 3, 2023 regular meeting minutes with a second from Commissioner Covington. Minutes were unanimously approved.

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

#### ITEM IV. PUBLIC COMMENT

Reading of the Rules for Public Comment

#### Ms. Mariella Leake - Forest Hill Village Rd., Mount Gilead

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

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

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

Mr. Johnny Greene - Washington Park Rd. Mount Gilead

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

#### ITEM V. OLD BUSINESS

None

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

#### ITEM VI. NEW BUSINESS

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- A. Public Legislative Hearing CASE RZ12-2022 Zoning Map Amendment for Parcel ID: 6538-00-95-4835 Richardson Road from R15 Residential to Residential Agricultural
  - Staff Report Mr. Michael Harvey, a contracted, Certified Planner with N-Focus, gave a staff report to the Board of Commissioners about the re-zoning request being presented to them. He reminded the Board that their only decision at this time should be whether they want to allow for the creation of zone RA within the said area that is being requested. He told them that the applicants who are requesting the rezoning are present and will plead their request to the Board during the Public Hearing. *NOTE: a full copy of the report was attached to the agenda packet and is on file at the Town Hall.*
  - Motion, second and vote to open the legislative hearing-Commissioner Covington made a motion to open the public hearing. Commissioner Richardson seconded the motion. Motion carried unanimously.

#### iii. Presentation of Request by Applicant-

Applicants John Thomas and David Contoni, aka Sons and Waters LLC, spoke to the Board about their desire to create a 102 acre RV resort on the proposed land at 159 Richardson Road, Mount Gilead, NC. They are requesting that the Board consider this re-zoning request to move the zoning to RA which will allow for this resort. The applicants presented a display board with their request to give a better understanding of exactly what the applicants are proposing on this land. *NOTE: a full copy of the request was attached to the agenda packet and is on file at the Town Hall.* 

#### iv. Public Comments-

<u>Ms. Eloise Haithcock</u> – Hydro Road, Mount Gilead – Ms. Haithcock spoke about the concern she had about this RV Resort coming to her neighborhood. She says she has so much trouble already with ATV's and four wheelers and people riding up and down the power lines causing trouble. She's concerned that adding an RV Resort will create even more trouble and chaos in her neighborhood. She stated that the Police can't even handle the crime, the noise and enforcing the law now and asked the Board if they had thought about this.

<u>Ms. Mary Griggs</u>, Hydro Road, Mount Gilead – Ms. Griggs wanted to commend the Town for embracing our natural beauty and she thinks this RV resort is a great idea but she asked the question "Why this location?" She stated that it is not close to the lake and it's going to create a tremendous amount of traffic in that area. She doesn't want to see another Twin Harbor that causes so much trash, noise and trouble.

<u>Mr. George Knight</u>, Hwy. 109 North, Mount Gilead – Mr. Knight spoke to the Board about "poor old Mount Gilead". He asked the Board how they are going to allow people to come in to our Town and create a "trailer park" when we won't even allow elderly residents (referring to Ms. Mariella Leake in the audience) in our own town to put a mobile home on her lot. He told the Board that it is a shame that we would even consider allowing this. He also reminded the Board that the people in the audience were the ones who elected this Board to their seats, and they need to remember they are the ones they are representing and not people coming in from out of town.

v. Motion to Close the Legislative Hearing-

Commissioner Richardson made a motion to close the public hearing. Commissioner Covington seconded the motion. Motion carried unanimously and the public hearing was closed. vi. Motion, second, and vote to approve or deny request based on Statement of Consistency and Reasonableness with Land Use Plan and if the request is in or not in the public interest -

> After discussions with the Planner and the applicants, Commissioner Covington made a motion to approve the rezoning request from R15 to RA based on Statement of Consistency and Reasonableness with the Town's Land Use Plan and that the rezoning is in the best interest of the public. Commissioner Lucas seconded the motion. Rezoning request was unanimously approved.

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

Professional Engineering Services Agreement

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

#### C. Montgomery County Schools – Presentation

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#### Establishing a School Resource Officer Position at MG Elem. School

Discussion and Approval of SRO Position

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

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

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

#### E. Budget Amendment BA2023-02-07-01

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

#### F. Budget Amendment BA2023-02-07-02

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

#### G. Budget Amendment BA2023-02-07-03

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

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

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

#### I. Proposal of Cost Benefit Analysis of Potential Satellite Annexation

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

#### ITEM VII. COMMITTEE REPORTS

A. Community Appearance Tree Board

Ms. Patsi Laracuente, Chairman of the CATb presented her monthly report to the Board. She presented pictures of several area sidewalks in town that are in need of repair. The committee recommended that the Board address these issues and consider budgeting towards repairing these issues. She also stated that one of the topics of discussion among the group was revamping or possibly exploring purchasing new signage for the Town entryways. She asked the Board about their feelings concerning this because she was aware that there was some history about the Town's current signs and she didn't want to create an issue. She proposed that the committee create a survey that can provide some feedback about this from the towns people. Recommendations were also made for the Town to send out information about the Façade grant as funds are still available. She also noted that Mr. Shaun Welland has resigned from the committee because of lack of time and availability to commit. *NOTE: The full report is available on file at Town Hall and was attached to the agenda packet.* 

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

- B. Parks and Rec Committee
  - Approval of Member Application Laracuente

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

#### ITEM VIII. STAFF REPORTS

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

#### ITEM IX. MAYOR AND COMMISSIONERS REPORT

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

ITEM X. CLOSED SESSION – (Pursuant to NCGS 143-318.11 (a) (3) – Attorney Client Privilege) Commissioner Richardson made a motion to go into Closed Session. Commissioner Covington seconded the motion. Motion carried unanimously.

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

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

#### ITEM XI. ADJOURNMENT

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

Beverly A. Harris, Mayor

Amy C. Roberts, CMC, Town Clerk



# TOWN OF MOUNT GILEAD BOARD OF COMMISSIONERS SPECIAL CALLED MEETING MINUTES

## 110 West Allenton Street, Mount Gilead, North Carolina, 27306 February 27, 2023

The Mount Gilead Board of Commissioners met on Monday, February 27, 2023, at 5:45 p.m. at the Mount Gilead Library, 111 West Allenton St., Mt Gilead, NC, for a brief Special Called Meeting to approve the Employment Agreement for the Town Manager. Present were Mayor Beverly Harris, Mayor Pro Tem Tim McAuley, Commissioners Paula Covington, Mary Lucas and Vera Richardson, Interim Town Manager Ray Allen and Town Clerk Amy Roberts.

Mayor Harris called the meeting to order at 5:47 p.m. with a moment of silence and the Pledge of Allegiance.

## ITEM II. ADOPTION OF THE AGENDA

Mayor Pro Tem Tim McAuley made a motion to adopt the agenda with a second from Commissioner Covington. The agenda was unanimously adopted.

## ITEM III. APPROVAL OF THE TOWN MANAGER EMPLOYMENT AGREEMENT

Interim Manager Ray Allen presented the Employment Agreement for Mr. Dylan S. Haman as the new Town Manager. The Agreement had been reviewed and approved by Town Attorney Max Garner, as well as reviewed and signed by Mr. Haman. Commissioner Richardson made a motion to approve the Employment Agreement as written with a second from Mayor Pro Tem McAuley. Motion carried unanimously. Dylan will begin work part-time on Thursday, March 2 and will work part-time until May 15 when he begins full time employment.

#### ITEM IV. ADJOURNMENT

With no more Board business, Commissioner made a motion to adjourn the meeting with a second from Mayor Pro Tem McAuley. Meeting was unanimously adjourned at 5:51 p.m.

Beverly S. Harris, Mayor

Amy C. Roberts, CMC, Town Clerk

## CONTRACT TO AUDIT ACCOUNTS

The	Governing Board
	Town Council
of	Primary Government Unit
	Town of Mount Gilead, NC
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	J.B. Watson & Co., P.L.L.C.
	Auditor Address
PO Box 341; Wadesboro, NC 28170	PO Box 341; Wadesboro, NC 28170
	Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/23	10/31/23

Must be within four months of FYE

hereby agree as follows:

LGC-205

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

#### LGC-205

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis,

(b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

#### LGC-205

## CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2022

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter. 19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

#### LGC-205

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

#### #26

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

#### CONTRACT TO AUDIT ACCOUNTS

#### FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards*, 2018 Revision. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Dylan Hyman	Town Manager	manager@mtgileadnc.com

**OR Not Applicable** (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Mount Gilead, NC	
Audit Fee	<b>\$</b> 12,200 + \$140/hr for any Single Audit procedures, if applicable	
Additional Fees Not Included in Audit Fee:		
Fee per Major Program	· \$	
Writing Financial Statements \$ 5,000		
All Other Non-Attest Services \$ 140/hour		
DPCU FEES (if applicable)		

PRIMARY COVERNMENT FEES

# DPCU FEES (if applicable) Discretely Presented Component Unit Audit Fee \$ Additional Fees Not Included in Audit Fee: Fee per Major Program \$ Writing Financial Statements \$ All Other Non-Attest Services \$

## SIGNATURE PAGE

#### AUDIT FIRM

Audit Firm*	
J.B. Watson & Co., P.L.L.C.	
Authorized Firm Representative (typed or printed)*	Signature*
Deneal H. Bennett, CPA	DINUL A. SUNT. OPA
Date*	Émail Address*
03/07/23	dbennett@jbwandco.com

GOVERNM	ENTAL UNIT SIGNE
Governmental Unit*	HE
Town of Mount Gilead, NC	
Date Primary Government Unit Governing Board App (G.S.159-34(a) or G.S.115C-447(a))	proved Audit Contract*
Mayor/Chairperson (typed or printed)*	Signature*
Beverly A. Harris, Mayor	
Date	Email Address
	bharris@mtgileadnc.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

#### GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Amy C. Roberts, CMC, NCCMC	
Date of Pre-Audit Certificate*	Email Address*
	aroberts@mtgileadnc.com

## SIGNATURE PAGE – DPCU (complete only if applicable)

#### DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

## DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

## J. B. WATSON & CO., P.L.L.C.

**CERTIFIED PUBLIC ACCOUNTANTS** 120 SOUTH RUTHERFORD STREET P. O. BOX 341 WADESBORO, N.C. 28170

JAMES F. HANNA, CPA DENEAL H. BENNETT, CPA J. DAVID BURNS, CPA TELEPHONE (704) 694-5174 FACSIMILE (704) 694-6970

March 7, 2023

To the Honorable Mayor and Members of the Town Board Town of Mount Gilead PO Box 325 Mount Gilead, North Carolina 27371

We are pleased to confirm our understanding of the services we are to provide Town of Mount Gilead for the year ended June 30, 2023.

## Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Mount Gilead as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Mount Gilead's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Mount Gilead's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Local Governmental Employees' Retirement System Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of Contributions
- 3) Law Enforcement Officers' Special Separation Allowance's Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Mount Gilead's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Combining and Individual Fund Statements and Schedules
- 2) Budgetary Schedules
- 3) Other Schedules
- 4) Schedule of Expenditures of Federal and State Awards

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

## Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Town of Mount Gilead and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting

on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables, revenues, and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, and lack of segregation of duties. These assessed risks are based on risks identified in the prior-period audit and the assumption they are still relevant.

## Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion,

forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Mount Gilead's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also prepare the financial statements, related notes, and the schedule of expenditures of federal and State awards and related notes of Town of Mount Gilead in conformity with GAAP based on information provided by you. This will include proposed audit adjustments to convert the financial statements from modified accrual to accrual basis (including the accrual of the total pension liability (LEO) and the net pension liability/asset for LGERS). We will also assist in calculating depreciation for the year based on information provided by you. We will also prepare the Annual Financial Information Report (AFIR) using the financial statements and other information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, depreciation services, and AFIR preparation previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of these services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to J.B. Watson & Co., P.L.L.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

For an audit subject to *Government Auditing Standards*, you further agree to acquire the services of an independent certified public accountant to read and review the financial statements prepared by our firm based on information provided by you.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

## Engagement Administration, Fees, and Other

We understand that your employees will assist in preparing all cash, accounts receivable, revenue, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and assisting in preparing confirmation requests. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to Town of Mount Gilead and to the Local Government Commission of the North Carolina Department of State Treasurer; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of J.B. Watson & Co., P.L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency or its designee, a federal or State agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of J.B. Watson & Co., P.L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in late-summer 2023 and to issue our report no later than October 31, 2023 (or December 1, 2023, if additional time is warranted). Deneal H. Bennett, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure J. B. Watson & Co., P.L.L.C.'s independence is not impaired under the AICPA *Code of Professional Conduct* you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be \$17,200 plus \$140 per hour for Single Audit procedures and/or any nonattest services (including year-end bookkeeping), as applicable. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Town of Mount Gilead Page Eight

As required by Contract to Audit Accounts (LGC-205) for audits subject to *Government Auditing Standards*, a copy of our most recent external peer review report accompanies this letter.

## Reporting

We will issue a written report upon completion of our audit of Town of Mount Gilead's financial statements. Our reports will be addressed to the governing board of Town of Mount Gilead. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Mount Gilead is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements. If during our audit we become aware that Town of Mount Gilead is not subject to an audit in accordance with the standards for financial audits contained in Government Auditing Standards, we will conduct the audit only in accordance with GAAS.

We appreciate the opportunity to be of service to Town of Mount Gilead and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A Wohn & le, pll

J.B. Watson & Co., P.L.L.C.

Town of Mount Gilead Page Nine

## **RESPONSE:**

This letter correctly sets forth the understanding of Town of Mount Gilead.

Management signature:	SIGN
Title:	SIGN HERE
Date:	
Governance signature:	
Title:	SIGN HERE
Date:	



## Report on the Firm's System of Quality Control

June 16, 2022

To the Partners of J.B. Watson & Co., P.L.L.C. and the Peer Review Committee of the Coastal Peer Review

We have reviewed the system of quality control for the accounting and auditing practice of J.B. Watson & Co., P.L.L.C. (the firm) in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at <u>www.aicpa.org/prsummary</u>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of J.B. Watson & Co., P.L.L.C., in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. J.B. Watson & Co., P.L.L.C. has received a peer review rating of *pass*.

## Potter & Company, PA

Monroe, North Carolina



# **TOWN OF MOUNT GILEAD**

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

## MEMORANDUM

DATE:	March 7, 2023
то:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	NC 731/NC 109 Intersection

Mr. R J Monroe is the District One Supervisor for NCDOT Division 8. He will be in attendance to explain NCDOT's findings following a study of this intersection, and to answer questions from the Board of Commissioners. Mr. Monroe has advised that the analysis of this intersection indicates that it does not meet NCDOT warrants for signalization. As a consequence, DOT is recommending the installation of an all way stop. They have received some requests from area residents for an all way stop. He has also advised that there are some drainage improvements needed in this area which NCDOT plans to pursue. DOT has advised that if an all way stop is approved for this area, it could be installed by this summer.



# **TOWN OF MOUNT GILEAD**

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

## MEMORANDUM

DATE:	March 7, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	UPEA- NC 109 Road Widening Utility Relocation

NCDOT is planning to widen a portion of NC 109 starting around August 2024. This project will necessitate the relocation of a Town 8 inch sewer force main between Hearne Farm Road and Pee Dee Road. The project will involve the abandonment of a portion of the existing sewer main and the construction of approximately 350 feet of new sewer main. The total cost of the project is projected to be \$77,620.00. All of the costs associated with this sewer line relocation will be borne by NCDOT.

The first step in this process is the approval of a preliminary utility engineering agreement with NCDOT, which is enclosed in the agenda package. Once this agreement is approved by the Town and NCDOT the Town will contract with LKC to provide the design and contract administration services for the utility relocation.

#### 

#### UTILITY PRELIMINARY ENGINEERING AGREEMENT (PAYABLE)

	WBS ELEMI	ENT:	
TRANSPORTATION IMPROVEN	MENT PROGRAM	NO.:	
	COUN	NTY:	
**********************************	*****	*****	****
This agreement made this	day of	,	, by and
between the Department of Tra	nsportation, an age	ency of the S	State of North
Carolina, hereinafter referred to	as the DEPARTME	ENT, and	
	hereinafter re	eferred to as th	e COMPANY:
	<u>WITNESSETE</u>	<u>I</u> :	

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

known as route \_\_\_\_\_\_ in \_\_\_\_\_ County, North Carolina to be

designated as N.C. State Highway Project and/or WBS Element \_\_\_\_\_\_ and,

WHEREAS, the construction of said project will require certain engineering of

plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of

the said facilities of COMPANY, the DEPARTMENT and the COMPANY have

agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the <u>existing</u> facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT'S "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the <u>method</u> or <u>methods</u> as specified below:

<u>BY COMPANY'S REGULAR FORCE</u>: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

<u>BY EXISTING WRITTEN CONTINUING CONTRACT</u>: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

<u>BY CONTRACT</u>: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20 Resources/NCDOT%20Audit%20Requirements%20Fiscal%20Form.pdf

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the \_\_\_\_\_

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

- <u>Preliminary Engineering will be complete allowing adequate time for</u> materials and completion of certain adjustments prior to highway construction.
- <u>Preliminary Engineering will be complete prior to highway</u> construction; however, certain adjustments are not expected to be complete prior to highway construction.

\_\_\_\_ Other (Specify)

- 7. Indicate if (a) or (b) is applicable:
  - a. \_\_\_\_ That preliminary engineering is for the adjustments of existing facilities in conflict with said project.
  - b. \_\_\_\_ That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and	
COMPANY, is estimated to be	\$
The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new	
facilities requested by the COMPANY	<u>\$</u>
The estimated cost to the COMPANY for any additional	
preliminary engineering charges for new facilities requested	
by the COMPANY will be	<u>\$</u>

(The above costs shall be supported by attached estimate)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95<sup>%</sup> of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

## **DEPARTMENT OF TRANSPORTATION**

BY:\_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST OR WITNESS** 

## (NAME OF COMPANY)

BY:	BY:	
TLE:	TITLE:	

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Form UT 16.9 07/18/2018

TITLE:

# TOWN OF MT. GILEAD R-5826B - UTILITY RELOCATION PRELIMINARY COST ESTIMATE - 8" SEWER FORCE MAIN

This cost estimate includes the relocation of all necessary sewer utilities owned by the Town of Mount Gilead due to the widening of NC Hwy 109.

	Item Description	Quantity	Unit	Unit Price	Extended Price
1.	8" Force Main	350	LF	\$120.00	\$42,000.00
2.	Connection to Existing Force Main	2	EA	\$5,000.00	\$10,000.00
3.	8" Plug Valve	1	EA	\$1,500.00	\$1,500.00
4.	8" 90 degree Bend	1	EA	\$1,000.00	\$1,000.00
5.	Abandon Existing Force Main	370	LF	\$15.00	\$5,550.00
6.	Forcemain Pressure Testing	350	LF	\$10.00	\$3,500.00
	C	onstruction	Estimate:	\$64,	000.00
	Contingencies (10%) Design and Permitting TOTAL PROJECT ESTIMATE				\$6,400.00 \$7,220.00 <b>\$77,620.00</b>

TOWN OF MOUNT GILEAD
WRITTEN ANALYSIS TO SUPPORT R-5826B UTILITY RELOCATION FEES
MANHOURS FOR ENGINEERING SERVICES

	Manhours by Type						
Hourly Rates	\$160	\$110	\$80	\$80	\$80	\$60	
Task	Managing Partner	Project Manager	Project Engineer	Designer	Construction Manager	Adminsistrator	Task Total
Preliminary coordination and field assessments	2	2	4		2		\$ 1,020.00
Preliminary drawings, plan and profile		2	4	12		2	\$ 1,620.00
Review with Town staff and field check		2	2		2		\$ 540.00
Final Drawings	2	4	4	16	2	2	\$ 2,640.00
Review with Town staff and field check		2	2				\$ 380.00
Plan Review with Hinde Engineering and Coordination with NCDOT		2	2	4			\$ 700.00
Permitting			4				\$ 320.00
TOTALS:	4	14	18	32	6	4	\$ 7,220.00



# **TOWN OF MOUNT GILEAD**

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

# MEMORANDUM

DATE:	March 7, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	Presentation from Mr. George Knight

Mr. Knight has spoken with me on several occasions regarding his desire to see the Town pursue grant funding that could benefit low income residents. He is particularly interested in Community Development Block Grant funding for community revitalization which can include housing renovation and neighborhood improvements such as sidewalk, water and sewer.

He refers to one example of a previous grant on South Main Street a few miles outside the Town limits when Montgomery County obtained a grant to renovate several houses and install a gravity sewer line to serve these houses, a sewer lift station, and a force main to connect this new pump station with the existing sewer near the Town limits on South Main Street. After the water and sewer facilities were constructed by the County they turned these over to the Town.

Mr. Knight is particularly interested in the area that he lives in which is also outside the Town limits on Julius Chambers Avenue/NC 109.



# **TOWN OF MOUNT GILEAD**

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

# MEMORANDUM

DATE:	March 7, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	Montgomery County BOE Resolution

Enclosed please find a letter from Superintendent Dr. Dale Ellis and an accompanying resolution regarding local control of the school calendar. The Board of Education has asked that all local governments in Montgomery County adopt a similar resolution supporting school calendar flexibility.



# 441 Page Street • P.O. Box 427 Troy, North Carolina 27371-0427

PHONE: (910) 576-6511 • FAX: (910) 576-2044

February 7, 2023

Ray Allen Town Manager Mt. Gilead, NC 27306

Dear Mr. Allen,

Enclosed is the Resolution by the Montgomery County Board of Education supporting the local control of school calendars for your consideration.

Sincerely,

rers

Dale Ellis, Ed. D Superintendent



# RESOLUTION BY THE MONTGOMERY COUNTY BOARD OF EDUCATION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina law provides the Montgomery County Board of Education powers of supervision and control of the public schools located within Montgomery County;

WHEREAS, local control over establishing school calendars is an integral component of school system supervision and the administrative powers with which the Montgomery County Board of Education has been vested;

WHEREAS, in 2004 the North Carolina General Assembly set a statewide, mandatory start and end date for all school districts (the school calendar law);

WHEREAS, the North Carolina General Assembly amended the school calendar law in 2012 to further restrict the starting date for schools;

WHEREAS, the mandated school start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11;

WHEREAS, the school calendar law resulted in school starting no earlier than August 29 for the 2022-2023 school year, and no earlier than August 28 for the 2023-2024 school year;

WHEREAS, a late August start date means the schools within Montgomery County are unable to complete the first semester until mid to late January;

WHEREAS, the school calendar law requires high school students to take first semester exams after the winter break, which negatively impacts students and faculty and further, is an inefficient use of instructional time;

WHEREAS, the school calendar law does not align with community college and university calendars, making it nearly impossible for high school students who graduate at the end of the first semester to enroll in college courses in January because college courses start before or at the same time as high school students complete final exams;

WHEREAS, it is well-documented through multiple studies that children will experience a phenomenon known as learning loss during breaks, which has a disproportionate impact on low-income children;

WHEREAS, with little flexibility built into the calendar, scheduling make-up days is extremely challenging, increasing the likelihood of using unpopular days like spring break and Saturdays as make-up days;

WHEREAS, with little flexibility built into the calendar, scheduling workdays and professional development during the school year for faculty and staff is almost impossible during the Fall semester and remains challenging in the Spring semester, despite the significant increase in areas which faculty and staff are required by law to receive training (e.g., LETRS);

WHEREAS, fall sports and band programs have not changed to coincide with the Statemandated school calendar causing some football and band events to occur before school begins;

WHEREAS, neither charter schools nor private schools are required to follow the school calendar law;

WHEREAS, allowing schools to start earlier in August will not impact the overall length of the summer break as the school year will also end earlier;

WHEREAS, parents overwhelmingly support a school calendar where the Fall semester ends in December;

WHEREAS, local school boards are better equipped to understand the balancing act of meeting the community's needs and maximizing student success;

WHEREAS, restoring local control of school calendars will allow the Montgomery County Board of Education to meet the calendar preferences of Montgomery County's families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement; and,

WHEREAS, on December 12, 2022, the North Carolina House Select Committee on An Education System for North Carolina's Future issued its finding that the current school calendar law is not best suited to the needs of students and educators and that local boards of education should be given greater calendar flexibility; the Select Committee recommended the "General Assembly take action and change the school calendar law."

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Board of Education supports an amendment to the current school calendar law, providing local school boards more flexibility in the start date of the school calendar; and

### BE IF FURTHER RESOLVED that:

- 1. The Chair and Superintendent are authorized to disseminate this Resolution to members of the North Carolina Legislature.
- 2. The Board encourages parents, students, and other community members to contact their North Carolina Legislators to advocate for calendar flexibility.
- 3. The Board requests the Montgomery County Commissioners, and other local governments within Montgomery County, to adopt a resolution advocating calendar flexibility.

Adopted by the Montgomery County Board of Education this 6th day of February 2023.

Steven W. DeBerry, Chairman

Dale Ellis, Ed. D., Secretary



# **TOWN OF MOUNT GILEAD**

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

# MEMORANDUM

DATE:	March 7, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	Jerry Thompson Request

Enclosed in the agenda package please find a packet of information that was dropped off at Town Hall on February 27. Mr. Thompson called me several days ago and said that he would not be able to attend the Board meeting on March 7, but that he would like for the Board to consider approving an urban archery season. He advised me that he was aware that this was allowed in Albemarle, and that he would like to see something similar established in Mt. Gilead. Since he referenced Albemarle, I have also included a copy of their ordinance. Their ordinance requires a contiguous area of consent with a minimum of two acres (parcels can be combined to achieve this minimum), and prohibits the discharge of an arrow within 250 feet of a residence, school, church, etc. If the Board of Commissioners decides to approve this request, you stipulate restrictions either less restrictive or more restrictive as you see fit.

Typically municipalities who consider this have a public hearing so that any citizen having an interest in this matter either for or against has the right to be heard. Mr. Thompson's request may be too late for the 2023 season since the information he provided says that the deadline to apply is April 1, 2023, and the next Board of Commissioners meeting is April 4. In addition, the information provided says that the Town has to adopt an ordinance that make it legal to kill deer during the regular deer season as well. Typically ordinances of this type are only adopted after a public hearing.

Jerry Thompson oad man bees lanaze. place nead the eggent ègad on eled e answer coll C mag 2 4 ves 6. Season ale 1 Non, the WhERE. **Native American Rights Fund** C96177

PO Box 41543 78306 Mont Silvad, N. C. 2,306 Jown of Mont Siled Ray alen - Interim Monager CALL ME Any fime Magen Beverly Hacis Dem MECula, Mayon Proten Board Mankers: Poula Counton Veral schalam C-910-439-6532 Maig Luca Dear Board Manhers: The Joon of Mount Silead has a very Range population of white teil dear - Rends and herds This is unaked for the dear. To help with this proben the N.C. Weldife Commission have dauged the URBAN BACKERY SEASON, after the regula gen seesen has closed. It lasts for 5 weeks. I ask the Town Couver to vote and approve their system. The Marking poursed explains how the get it state started. Die Dutait Biologust, Respect Medford, unde be haping it These dear have there place , but not in term git sland. earling flaver, scribs, digging up lawns, and causing whicher collisions. Mong, Mong thanks - pease voke & dog and it I cannot present this letter in person becaucil ng-health - I tope the affarince be enough Serious Jay Thompson

Dear Mount Gilead,

One of my responsibilities as a NCWRC District Biologist is to give technical guidance to landowners and governmental agencies dealing with nuisance wildlife issues. Deer/vehicle collisions and damage to shrubbery, gardens, and crops are complaints we commonly receive from residents throughout NC.

Hunting still remains as the most effective method to deal with overabundant deer populations. Despite the fact that only 4% of NC residents hunt, the overwhelming majority (81%) approve of hunting. Bowhunting has proven to be a safe and effective method of managing deer in urban areas across the country, and recently has been successful in NC.

In 2007, the NC Wildlife Resources Commission approved an extension of the normal bowhunting season for incorporated municipalities to help address deer issues in urban areas. Interested municipalities can take advantage of this 5-week season extension by simply sending a map of the town/city and letter of intent to the NCWRC: 1722 Mail Service Center, Raleigh, NC, 27699.

Hopefully, the attachments will help answer some of your questions. If you wish to discuss the details of this further or need my assistance on any other wildlife issues feel free to contact me anytime.

Sincerely,

Rupert Medford

# URBAN ARCHERY DEER SEASON IN NORTH CAROLINA

Deadline for applying for the 2023 season is April 1, 2023

Steps for enrollment in UAS

- 1. Contact your town council and have "proposal to enroll Mount Gilead into UAS" added to agenda.
  - a. This is an optional program that towns MAY participate in.
- 2. Show up to discuss need (too many deer), benefits, basic rules and regulations as well as current ordinances that may negatively impact UAS.
  - a. For example, some towns make it illegal to discharge a bow in city limits. This would make the UAS impossible.
  - b. IF UAS is approved the town should also have ordinances that make it legal to harvest deer with archery tackle during the regular deer seasons as well.
  - c. I have included a letter of my endorsement for the enrolment into UAS.
  - d. DO NOT add restrictions. Well intentioned town managers, council members often think there should be "safety requirements" such as distance a hunter must be off the ground or minimum lot size to hunt on. These added restrictions impede the intent and there is ZERO evidence that they make bowhunting any safer. Do not impose any additional restrictions beyond what the NCWRC already requires.
- 3. Put it to a vote
- 4. If it passes, someone in the town will have to be in charge and will have to submit
  - a. A letter of intent that quite simply states "we wish to enroll in the NCWRC's UAS, and have been endorsed by our district wildlife biologist, Rupert H Medford. Attached you will find a map of Mount Gilead's City limits where hunting will be allowed.
  - b. Then attach the map (cannot be larger than 11x17 inches) and mail to
  - North Carolina Wildlife Resources Comm Division of Wildlife Management ATTN: Shauna Glover 1722 Mail Service Center Raleigh, NC 27699-1722
- 5. That's it!
- 6. But you will have to re-commit annually by submitting the letter of intent and map each and every year. Most towns have a single employee that gets assigned this task and hopefully, this will help reduce:
  - a. Vehicle collisions
  - b. Lawn, vegetable garden, and landscaping damage
  - c. Unnatural densities of deer congregating in areas where they are not welcome

Let me know if you need anything else. Rupert H Medford 910.975.0577 rupert.medord@yahoo.com

### Hunting Regulations AND NFORMATION

# Big Game - Deer

# DEER HUNTING SEASO

See the maps on pages 65-66 for either-sex season dates and exceptions to the seasons listed in this table.

· Weapons seasons for deer on game lands follow the season for the county in which they are located except for Buffalo Cove Game Land, Nicholson Creek Game Land, Rockfish Creek Game Land, Sandhills Game Land and South Mountains Game Land. See the "Game Lands" section for additional restrictions on these Game Lands seasons. Refer to the "Game Lands" section for Gun Either-Sex Deer Season dates on game lands.

### METHOD OF TAKE

# SEASON DATES

YOUTH DEER HUNTING DAY On this day, youth under the age of 18 may use any legal weapon

to hunt deer of either sex.

September 25, 2021

See page 54 for description of legal weapons. Hunters age 18 and older may only use the weapon legal for the type of season open in their county on this day. All hunters must wear hunter orange on this day, even if the hunter is using archery equipment.

# NORTHEASTERN AND SOUTHEASTERN DEER SEASON

Archery	Sept. 11 - Oct. 1, 2021	
Blackpowder	10ct, 2 - Oct, 15, 2021	
Gun	Oct. 16, 2021 – Jan. 1, 2022	
CENTRAL DEER SEASON		
Archery	Sept. 11 - Oct. 29, 2021	
Blackpowder	i Oct. 30 - Nov. 12, 2021	
Gun	Nov. 13, 2021 – Jan. 1, 2022	
NORTHWESTERN DEER SEA	ASON	
Archery	Sept. 11 - Nov. 5, 2021	
Blackpowder	Nov. 6 - Nov. 19, 2021	
Gun	Nov, 20, 2021 – Jan, 1, 2022	
WESTERN DEER SEASON		
Archery	Sept. 11 – Oct. 3, 2021, Oct. 17 – No Dec. 12, 2021 – Jan. 1, 2022 (antiered	
Blacknowder	Oct: 4 - Oct: 16:2021	

| Blackpowder/ Nov. 22 - Dec. 11, 2021



### **General Restrictions**

- Any person hunting deer during a deer firearms season shall wear hunter orange visible from all sides. This includes hunting with archery equipment on Sundays, This also includes anyone hunting on Youth Deer Hunting Day, regardless of age of the hunter or weapon used. Landholders, their spouses and children hunting on land held by the landholder do not have to wear hunter orange.
- Deer with visible antlers may be taken during any open deer season. Antlerless deer may only be taken during either-sex deer seasons.
- Visible antlers are defined as bony structures that protrude through the skin. Knobs or buttons covered by skin or velvet are not considered visible antlers.
- It is unlawful to place processed food products as bait in any area of the state with an established season for taking black bears. Processed food products are any food substance or flavoring that has been modified by the addition of ingredients or by treatment to modify its chemical composition or form or to enhance its aroma or taste. This includes: food products enhanced by sugar, honey, syrups, oils, salts, spices, peanut butter, grease, meat, bones, or blood; candies, pastries, gum, and sugar blocks; and extracts of such products. The placement of commercially available min-
- eral supplements specifically and exclusively marketed for attracting or feeding deer is allowed anywhere in the state, except on game lands.

### Weapons and Dogs Archery

During the archery season the following are legal weapons: bows and arrows and crossbows, and slingbows (both described on page 54).

### Blackpowder

During the blackpowder season the following are legal weapons: bows and arrows, crossbows, and slingbows (both described on page 54), and blackpowder firearms as defined on page 54.

### Gun

During the gun season the following are legal weapons: bows and arrows, crossbows, and slingbows, blackpowder firearms, shotguns, rifles, and handguns (all described on page 54).

### Dogs

Hunters may use dogs to hunt deer during open deer seasons in counties indicated on the map on page 67, and to retrieve a wounded deer. See page 55 for details.

### **Bag Limits**

- The season and possession bag limit is six deer, two of which may be antlered, and four of which may be antierless.
- There is no daily bag limit,
- Antierless deer harvested and reported on Bonus Antierless Harvest Report Cards do not count towards the season or possession limit.

Gun

# Hunting Regulations AND INFORMATION

Bonus Antlerless Harvest Report Cards allow for the harvest of two additional antlerless deer per card. These are ONLY vaild for use for deer taken within participating municipalities during the Urban Archery Season (described on pages 63–64). Unlimited Bonus Antlerless Harvest Report Cards are available to each hunter, Bonus Antlerless Harvest Report Cards can be obtained on or after Jan. 1 at most wildlife service agents, or online at *newildlife.org* or by calling 888-248-6834. Antlerless deer harvested under the Deer Management Assistance Program (DMAP) and tagged with harvest tags provided with the program are not included in normal statewide bag limits.

### ther-Sex Deer Seasons uth Deer Hunting Day

Deer of either sex may be taken by hunters under the age of 18 on this day.

### chery Deer Season

Deer of either sex may be taken during archeny deer season in all areas (includes same lands) in and east of Watauga, Wilkes, Alexander, Catawba, Cleveland, Rutherford, and Polk counties.

Deer of either sex may be taken during the first and second archery deer seasons in all areas (includes game lands) in and west of Henderson, Buncombe, McDowell, Burke, Caldwell and Avery counties.

### Blackpowder Firearm Deer Season

- Deer of either sex may be taken on the first Saturday of the blackpowder firearm deer season in and west of Henderson, Burcombe, Yancey, Mitchell and Avery counties (includes game lands).
- Deer of either sex may be taken anytime during the blackpowder firearm deer sea son in areas in the maximum either sex gin season, and in and east of Polk, Rutherford, McDowell, Burke, Caldwell, Watauga and Ashe counties (includes game lands).

### Gun Either-Sex Deer Season

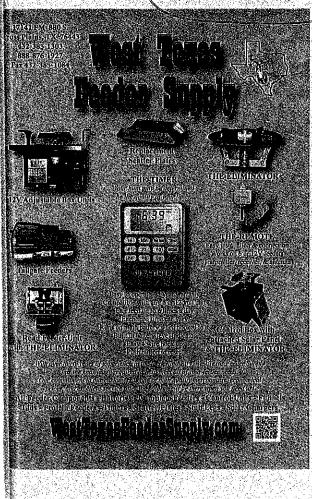
- Deer of either sex may only be taken during the gun season during those dates indicated on pages 65, 66 and 82–87. Most gun eithersex seasons fall under one of the following four categories in North Carolina:
  - Maximum: Either-sex harvest is allowed the entire gun season.
  - » Moderate: Either-sex harvest is allowed the first open day of the regular season through the second Friday thereafter.
- Conservative: Either-sex harvest is allowed the first open day of the regular season through the first Saturday thereafter.
- Introductory: Either-sex harvest is allowed the first open Saturday of the regular gun season.

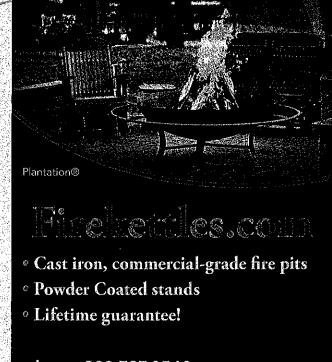
# Urban Archery Season

Archery only: Jan. 15 - Feb. 20, 2022

### Information for Hunters

- The intention of the Urban Archery Season is to enable cities, towns and villages to reduce urban deer populations through increased hunter opportunity. Hunting during the Urban Archery Season is allowed ONLY in participating municipalities.
- Each city, town and village will decide if hunting is allowed on public property and restrictions, if any, for hunting on private property within the city, town and village limits.
- Hunters wishing to hunt in an area participating in the Urban Archery Season should call the participating city, town or village or visit its website to obtain a map showing lawful areas to hunt and additional information on specific restrictions that may apply to each area.
- The Urban Archery Season does not obligate private landowners to allow hunting on their property, nor does it eliminate the ethical requirement for obtaining permission from the landowner before hunting. Hunters are legally required to obtain written permission to hunt on posted property.
- Season bag and possession limits for both antierless and antiered deer, including Bonus Anterless Harvest Report Cards, that apply to the general archery, blackpowder, and gun deer seasons also apply to the Urban Archery Season.
- Deer of either sex may be harvested in participating areas during the Urban Archery Season.





phone 803.707.8540 email mtill12@sc.rr.com

built to last a lifetime

ALBEMARLE

# § 82.34 FIREARMS AND FIREWORKS.

# (A) It shall be unlawful for any person to fire off or discharge any firearms, without first obtaining a permit from the Police Department, except that target practice may be conducted at the range at city landfill while strictly following all rules of such facility.

(B) It shall be unlawful for any person to shoot with a bow and arrow, or to shoot missiles of any description from slings, spring guns, or instruments of any kind, except that target practice may be conducted at the range at Rock Creek Park while strictly following all rules of that facility; provided, however, that conducting safety programs that have been approved by the City Council relating to shooting a bow and arrow, or shooting missiles of any description from slings, spring guns or instruments of any kind are exempt from the provisions hereof and provided that deer, coyote and feral hog hunting in accordance with § 82.34(C) is exempt from the provisions herein.

(C) However, hunting by bow and arrow or crossbow ("Archery Equipment"), as defined by the North Carolina Wildlife Resources Commission, is permitted on private property only during the (Central Deer Zone Archery Blackpowder and Gun Season and Urban Archery Season) as established by the North Carolina Wildlife Resources Commission. A person may engage in archery on his or her own property if he or she has on his or her person a valid North Carolina hunting license (or qualifies for an exemption from licensing by the North Carolina Wildlife Resources Commission), or on the property of another in their absence if he or she has on his or her person both a valid North Carolina Wildlife Resources Commission) and written permission from the property owner or the property owner's authorized agent or manager. Parcels or tracts of land that are either owned by a person engaged in archery or for which that person has been given written permission to hunt shall be referred to as "areas of consent". Archery may only occur within areas of consent when the following requirements are met:

(1) Archery must be conducted from a permanent or portable elevated platform of at least ten feet above the ground; and

(2) Areas of consent must be greater than two acres in area and may be comprised of contiguous parcels or tracts; and

(3) No arrow shall be discharged within 250 feet of any residential dwelling, school, church, commercial building, governmental property, occupied structure, street, park, or other recreational area; and

(4) No arrow shall be discharged from or onto any City of Albemarle water, sewer or electrical right of way; and

(5) Hunters shall make every reasonable effort to track wounded animal for the purpose of completing the harvest and recovering the carcass; and

(6) There is a valid hunting season in effect for which the hunting license applies at the time the bow or crossbow is discharged; and

(7) The hunter adheres to all applicable State and Local regulations; and

(8) The person discharging the bow or crossbow exercises reasonable regard for the safety and property of other persons.

(D) A violation of this section is punishable as a misdemeanor.

(\*58 Code, § 10-13) (Am. Ord. 85-24, passed 11-18-85; Am. Ord. 92-17, passed 6-15-92; Am. Ord. 12-05, passed 2-20-12; Am. Ord. 14-06, passed 3-17-14; Am. Ord. 15-10, passed 4-6-15; Am. Ord. 18-06, passed 4-2-18; Am. Ord. 20-24, 9-21-20; Am. Ord. 22-01, passed 1-3-22) Penalty, see § 10.99



# **TOWN OF MOUNT GILEAD**

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

# MEMORANDUM

DATE:	March 7, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	Mount Gilead Industrial Committee

We have received a check made payable to the Town in the amount of \$39,460.43 from the Mt. Gilead Industrial Development Corporation. I called and spoke with Mr. Jack Jordan on February 13 and he advised that this organization has sold the property it owned adjacent to the wastewater treatment plant to Jordan Lumber, and that the organization was dissolving. The proceeds from this sale resulted in the \$39,460.43. This is available for appropriation by the Board of Commissioners. Mr. Jordan stated that he would like to suggest that it be used for improvements at Stanback Park or for economic development purposes within the Town.

# 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

> Commissioners Paula Covington Vera Richardson Mary Lucas

Interim Manager Ray Allen

Town Clerk Amy Roberts, CMC

March 7, 2023

### Employment Agreement Interim Town Manager

Mr. Bill Zell 516 Woods Drive Aberdeen, NC 28374 (910) 690-9112

## Contract Start Date: Monday, March 13, 2023

Employee agrees to begin his temporary position as the Interim Town Manager on March 13, 2023 on an interim basis for the next 60 days – ending on May 15, 2023, when the new Town Manager begins full-time employment.

### Agreement:

- Employee agrees to be paid a base rate of \$60.00 per hour and agrees to work 24 hours per week (3 days) as a temporary part-time Town of Mount Gilead Interim Town Manager. Typical working hours will be 9 am – 4 pm (M-W-F) except for days of Monthly Business and Special Called Board meetings and unexpected occasions.
- Employee agrees to receive a mileage stipend monthly at the IRS standard rate of \$.655 per mile from his home address in Aberdeen, NC to Mt. Gilead during his working days/hours.
- Employee agrees to pay for his own meals during working hours.

This agreement is entered into this <u>7<sup>th</sup></u> day of <u>March 2023</u> between Mr. Bill Zell and the Town of Mount Gilead and was approved by the Board of Commissioners on Tuesday, March 7, 2023 in a regular business meeting.

Beverly A. Harris, Mayor

Mr. William "Bill" Zell

ATTEST:

Amy C. Roberts, CMC, Town Clerk

Mayor Beverly A. Harris

Mayor Pro Tem Tim McAuley



CATb met twice in February.

The trash pickup that was scheduled for Feb 25 was postponed due to rain. A new date for March is in the works and I should have it by the board meeting to announce.

CATb considering adopting a highway (part of 109) through DOT.

Grants and donations are being looked at for entrance signs.

I have a call into the interim town manager to schedule a meeting with him. This is to discuss how the entrance sign survey will be going out as well as a general meeting as I haven't had the opportunity to open communications between him and the CATb. I have included a draft of the survey created on Survey Monkey.

# Mount Gilead Entrance Signs Survey

Mount Gilead Town Entrance Signs Survey

The purpose of this survey is to obtain community input into the development of the Mount Gilead Town entrance signs. The survey is an essential part of obtaining the communities view to assist the town in the design, manufacturing and installation of town entrance signage. Town entrance signs inform visitors they have arrived, assist with navigation through unfamiliar environments and gives the community a sense of identification and pride. The feedback you provide will be presented back to the CATb (Community Appearance and Tree board ), town hall and the Town Council. Thank you in advance for your participation.

# Mount Gilead Entrance Signs Survey

Mount Gilead Town Entrance Signs Survey

# \* 1. Would you prefer to see

Current signs cleaned, repainted, repaired/ repointed

New signs to replace the current signs

\* 2. Have you seen a town entry sign on your travels that may be suited to our community? What was the name of the township/community? (Please comment below).

\* 3. Do you have any ideas or specific themes that you would like to see as your town entry sign in your community? (Please comment below). 4. Please provide your name, address, phone and email if you would like us to help in reference to this project (optional).



# TOWN OF MOUNT GILEAD PUBLIC WORKS DEPARTMENT REPORT

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

# PUBLIC WORKS

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

## Water/Sewer Services

- Read master meters
- Sewer unclogs J. Chambers
- Water and sewer locate
- Repair Water leak Hydro Rd
- Sewer unstop age N. Main
- Sewer leak Lilly's Bridge Rd

### **Repairs and Cleanup Activities**

- 1. Clean storm drains
- 2. Cleaned park
- 3. Picked up trash on streets
- 4. Re work flower beds
- 5. Repair drive at cemetery
- 6. Made repairs to ballfield steps
- 7. Repaired drainage ditch on E Ingraham St

# **Equipment/Vehicle Maintenance**

• Maintenance to all the town's 15 Lift Stations Generators

### **Routine Monthly Activities**

- Lift stations 1-15 weekly checks
- Non-payment cutoffs Completed -5
- Cleaned curbs and gutters on Julius Chambers, W. Allenton St N. Main
- Other street cleaning removing trash from right-of-way.

### **Completed Projects**

# In Progress Jobs

• AIA study by LKC



Mt. Gilead NC

Daniel Medley

704-438-8988

110 West Allenton St Mount Gilead, NC 27306

dmedley@mtgileadnc.com

Bill To:

# Quote

500 Philadelphia Pike Wilmington, DE 19809 Phone (302) 762-3100 Fax (302) 397-3432

Ship To:	Quote #	223676	
	Date:	2/21/23	

DAT		EQUISITIONER	PROJECT	RL#	TER	
02/21/23 Tor		Tom Bird		108	100% Time	e of Order
QTY	ITEM		DESCRIPTION		UNIT PRICE	TOTAL
		Engineero	ZONE 4 Solar Lighting Kit #3 (1) 20W LED Flood Light od for 8 Hours / Day with 3 Days Auton	omy		
1	DC Power U	<ul> <li>(1) 12 Volt AGM</li> <li>Prorated 5 Yr W</li> <li>(1) 20W LED Flore</li> <li>5 Year Warrant</li> <li>(1) Side of Pole</li> <li>(1) Battery Box</li> </ul>	25 Yr Power >80% Warranty Battery, 55 Amp Hrs /arranty ood Lights (2,400 Total Lms)		\$1,514	\$1,514
		(1) 20 FT* Conn	on Box and Charge Controller ecting Cord from Box to LED needed there is an additional cost			

Send all correspondence to:	We accept VISA, MC, DISCOVER & AMEX	SUBTOTAL	\$1,514
Sun-in-One, Inc	**All Quotes Valid for 30 Days Only**	SALES TAX	\$0
500 Philadelphia Pike	SHIPPING & HANDLING	\$284	
Wilmington, DE 19809	OTHER	\$0	
Phone 302-762-3100 Fax 302-397-3	TOTAL	\$1,798	
williamr@suninone.com	AUTHORIZED SIGNATURE		



Bill To:

Mt. Gilead NC Daniel Medley

704-438-8988

110 West Allenton St Mount Gilead, NC 27306

dmedley@mtgileadnc.com

Ship To:

# Quote

500 Philadelphia Pike Wilmington, DE 19809 Phone (302) 762-3100 Fax (302) 397-3432

Quote #	223675
Date:	2/21/23

DAT		JISITIONER	PROJECT	RL#	TERM	ЛS
02/21,	and the second se	om Bird		14	100% Time	of Order
QTY	ITEM		DESCRIPTION		UNIT PRICE	TOTAL
		Engineere	ZONE 4 - FOREVER KIT Solar Lighting Kit (1) 10W LED Flood Light ed for 8 Hours / Day with 3 Days Auton	omy		
1		<ul> <li>(1) 12 Volt Lithiu Prorated 5 Yr W</li> <li>(1) 10W LED Flo 5 Year Warranty</li> <li>(1) Side of Pole</li> <li>(1) Battery Box Technology</li> <li>5 Yr Warranty of</li> <li>(1) 20 FT* Connection</li> </ul>	25 Yr Power >80% Warranty I <b>m Battery, 35 Amp Hrs</b> ′arranty od Lights (1,200 Total Lms)		\$1,446	\$1,446
All Kits ar	e "customized" and	engineered to operat	e for a specific number of hours with a specific numbe	r of days aut	onomy in case of I	oad weather.
Kits are d	esigned for the batt	ery box to sit directly	under the solar panel to plug in cables. If the battery b T - \$18, 8 FT - \$22, 10 FT - \$26, 16 FT - \$38	ox is not pla	ced there, " <b>jumpe</b>	r" cabling is

Send all correspondence to:	We accept VISA, MC, DISCOVER & AMEX	SUBTOTAL	\$1,446
Sun-In-One, Inc	**All Quotes Valid for 30 Days Only**	SALES TAX	\$0
500 Philadelphia Pike		SHIPPING & HANDLING	\$195
Wilmington, DE 19809		OTHER	\$0
Phone 302-762-3100 Fax 302-397	-3432	TOTAL	\$1,641
williamr@suninone.com	AUTHORIZED SIGNATURE		

# Earthtech Products, Inc.

10a Merrick Avenue Merrick, NY 11566 Phone 1-877-548-3387 Fax 1-877-548-3387

### BILL TO:

D Medley PO BOX 325 Mt Gliead NC 27306 United States 704-438-8988 SHIPPED TO: D Medley 110 West Allenton St Mt Gilead NC 27306 United States 704-438-8988

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	.F.O.B. POINT	TERMS
CF		Daniel Medley	Ground		Check / Wire / Credit

	QUANTITY	DESCRIPTION	TOTAL
1 pcs		SSLK3 - Earthtech Products Solar Sign & Landscape Light Kit - 1 Light (2400 Lumens), 50W Solar Panel, 55 Ah Battery - 8 Hour Run Time	
			\$,2499.00
and the second secon	and the second		
neuropage and the state of the	Burnahara and Andrea and		
This s		SALES TAX	\$174.93
t his qu	uote is good for 10 day	<b>ys</b> Shipping	\$0.00
		TOTAL DUE	\$2,673.93

Quote

QUOTE #2144 DATE: JULY 19, 2022

# **Daniel Medley**

From:	Marandy at Cadillac Sign Co. <marandyspringer@gmail.com></marandyspringer@gmail.com>
Sent:	Monday, February 27, 2023 12:00 PM
То:	Daniel Medley
Subject:	Re: Mt Gilead entrance signs

Good Morning, I have you some more pricing.

These prices are on a quantity of 6. This is the cost of one. If you order less than 6, will have to re-quote. Quote good for 30 days.

100 Watt 82 Amp Hour Battery Assembly 10 Watt LED Dusk to Dawn Operation \$3,105.00 each plus tax

50 Watt 36 Amp Hour Battery Assembly 10 Watt LED Dusk activated for 8 hours \$2,580.00 each plus tax

If you have any questions, please let me know.

Have a great day, Thank you

On Fri, Feb 24, 2023 at 3:33 PM Marandy at Cadillac Sign Co. <marandyspringer@gmail.com> wrote:

On Fri, Feb 24, 2023 at 12:19 PM Marandy at Cadillac Sign Co. <<u>marandyspringer@gmail.com</u>> wrote: Good Afternoon, I have some information for you on the solar panel lights. How many were you needing?

SEPCO (Solar Electric Power Company)
10 Watt light fixture
100 Watt solar panel
82 Amp hour battery (13.75 hour run time)
includes light mount post
Solar panel / Battery mount pole
All wire and hardware
(includes everything you need)
Made in USA (Earthtech is NOT)
Includes Tech Support
Warranty - 25 year on mounts and hardware
-5 year pro rated on battery



# Town of MOUNT GILEAD POLICE DEPARTMENT

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

## MEMORANDUM

- To: Ray Allen Interim Town Manager
- From: Talmedge LeGrand Chief of Police
- Date: February 28, 2023
- Subject: Mount Gilead Police Department Monthly Report for February 2023

During the month of February, our department has been working on our yearly in-service that is mandated by the State of North Carolina to be completed every year.

I attended the annual Black History Program at the Highland Community Center on the 25<sup>th</sup>.

Officers conducted several GHSP checkpoints in town with other departments within the county that yielded several citations along with narcotics seizures.

We have been conducting speed surveys throughout town because of the recent wrecks, high speeds, and citizen complaints.

I had the pleasure of reading to students in pre-k at the elementary school.

Corporal Stone and Patrolman Williamson escorted the family of our fallen Officer Craig Cloninger in Raleigh for the recognition and memorial of his sacrifice.

Patrolman Williamson has fully transitioned into our empty full-time patrol position.

# Montgomery County Communications 199 South Liberty St Troy , NC 27371

# CFS By Department - Select Department By Date For MT GILEAD POLICE DEPT 2/1/2023 - 2/28/2023

T GILEAD POLICE DEPT	Count	Percent
911 HANG UP	3	1.25%
ALARM (NOT FIRE) COMMERCIAL ALARM (NOT FIRE) RESIDENTIAL	6 1	2.50% 0.42%
ANIMAL BITES - ATTACKS ANIMAL CALL (NOT ATTACKS)	<b>1</b> 6	0,42% 2.50%
ASSAULT (NO INJURIES) ASSIST MOTORIST	3	1,25% 1,67%
ATTEMPT TO LOCATE CARDIAC OR RESPIRATORY ARREST - DEATH	2	0.83%
CITIZEN ASSIST CIVIL	, 1 3	0.42% 1.25%
CIVIL DISTURBANCE COMMUNICATING THREATS	3	1.25% 0.42%
DAMAGE TO PROPERTY DISORDERLY CONDUCT	2.000 × 100	0.83%
DOMESTIC DRUG VIOLATION	- 5 	0.42%
ESCORT	2 55 1	0.83% 22.92% 0.42%
FOLLOWUP INVESTIGATION INDECENT EXPOSURE	5 1	2.08% 0.42%
INFORMATION INTOXICATED SUBJECT(s)	4	1.67% 0.42%
JUVENILE(s) LARCENY	<b>5</b> 5	2.08% 2.08%
LIFELINE MENTAL COMMITMENT	2	0.83% 0.42%
MISSING/LOST PERSON MUTUAL AID - ASSIST OUTSIDE AGENCY	1 3	0.42% 1.25%
PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT RUNAWAY	1 1	0,42% 0.42%
SCHOOL CROSSING SECURITY CHECK	8 17	3.33% 7.08%
SERVE PAPER SHOTS FIRED	1	0.42% 0.42%
SICK PERSON (SPECIFIC DIAGNOSIS) STRANDED/ABANDONED BOAT/VEH	<b>1</b> 3	0.42% 1.25%
STRUCTURE FIRE SUSPICIOUS PERSON/VEH/ACTIVITY	<u>1</u> 14	0.42% 5.83%
TRAFFIC STOP TRANSPORTATION PI	<b>49</b> 1	20.42% 0.42%
TRESPASSING	10	4.17%
erete d'arte avante de la transmissione de la record de la constitué verbail de la constitue de la constitue de AD Report 5 Page 1	inn i ustra av man van ser frænd skale som var som frænd som Of 2	3/1/2023 09:59

# Activity Detail Summary (by Category)

# MOUNT GILEAD POLICE DEPARTMENT

(02/01/2023 - 02/28/2023)

cident\Investigations 13B - Simple Assault		4	
23H - All Other Larceny		2	
290 - Destruction/Damage/Vandalism of F	roperty	3	
35A - Drug/Narcotic Violations		2	
35B - Drug Equipment Violations		1	<u></u>
90F - Family Offenses, Nonviolent		1	
90J - Trespass of Real Property		2	
90Z - All Other Offenses		7	
	<b>Total Offenses</b>	22	
	Total Incidents	20	
rrests			
90D - Driving Under the Influence		1	
90Z - All Other Offenses		6	
	Total Charges	7	
	Total Arrests	3	
ccidents			
	Total Accidents	1	
itations			· · · · · · · · · · · · · · · · · · ·
Driving While License Revoked		3	

7

**Expired Registration** 

All Case Statuses - (02/01/2023 - 02/28/2023)

# 4531 - Corporal Hunter T. Stone

Incident Number: Offense:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2302-0033	90F - Child Neglect	Fairley, Ai'lani Tiffany	Closed by Other Means		02/06/2023
2302-0043	290 - Damage of Property	Lillly, Betty Ray	Active	Not Applicable	02/21/2023
Officer Total Incidents: 2	lents: 2				

# 6280 - Patrol Officer Bobby A. Hall

Incident Number: Offense:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2302-0026	90J - Second Degree Trespass	Callaway, Anthony Untrae	Closed by Other Means Not Applicable	Not Applicable	02/01/2023
2302-0034	13B - Simple Assault 90Z - Abusive Language	Morrison, Ja'quashia Ty'kym Stephens, Branson Knoblauch, Damien	Closed by Exception	Juvenile/No Custody	02/06/2023
2302-0042	90Z - OFA	State of NC	Closed by Arrest	Not Applicable	02/20/2023
2302-0045	90Z - OFA	State of NC	Closed by Arrest	Not Applicable	02/25/2023
2302-0046	90Z - DOA	Fleming, Jason Edward	Active	Not Applicable	02/27/2023
Officer Total Incidents: 5	dents: 5				

# 7532 - Patrol Officer Joshua C. Shuping

Incident Number: Offense:	Offense:	Victim:	Case Status:	Exceptional Clearance:	inc. Date:
2302-0029	35A - Drug Violations	State of NC	Closed by Other Means Not Applicable	Not Applicable	02/03/2023
2302-0030	35A - Drug Violations 35B - Possession of Drug Paraphemailia	State of NC	Closed by Other Means Not Applicable	Not Applicable	02/04/2023
2302-0031	90J - 2nd Degree Tresspass	Calloway, Anthony	Closed by Exception	Closed by Exception Victim Refused to Cooperate 02/04/2023	02/04/2023
2302-0038	23H - Laroeny of a firearm	WOODARD, TWYKEISHA NAQUE	Closed by Exception	Not Applicable	02/14/2023
2302-0040	13B - Simple Assault	Woodard, Twykeisha Naque	Closed by Exception Juvenile/No Custody	Juvenile/No Custody	02/18/2023

Date: 03/01/2023 -- Time: 10:45



# **TOWN OF MOUNT GILEAD**

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

# MEMORANDUM

DATE:	March 2, 2023
TO:	Mayor & Board of Commissioners
FROM:	Ray Allen, Interim Town Manager
RE:	Interim Town Manager Weekly Report – Week of February 27, 2023

- I was contacted last week by Ms. Faye Jacobs. She is the owner of the former hosiery mill on Industry Avenue. This is on a 1.5 acre tract with a land value of \$44,950, and a building value of \$9,527 for a total value of \$54,477. The property tax card shows that the building was constructed in 1920. Her husband passed away during the past year, and she indicated that she would like to dispose of the property. She has asked that the Board of Commissioners consider accepting this property as a gift to the Town. I asked Ms. Jacobs if she was in possession of any environmental studies for the property. She indicated that she was unaware of any such studies. Because of the use of this property as an industrial building for decades, there is a good likelihood of environmental contamination. I would urge the Board to proceed cautiously in considering accepting this property due to the potential liability.
- 2. Bill Zell has contacted me and advised that he is available to return as Interim Manager on March 13. His previous contract was expired so Amy and I updated it to reflect his serving from March 13 to May 15 when the full time manager reports to work. This new contract will be on the agenda for Board action. Bill is meeting with me on Friday, March 10 so that he can be brought up to date on Town projects and issues. March 10 will be my last day in the office and March 12 will be my last day as Interim Manager.
- 3. The employment agreement with Dylan Haman provides that he can work on a part-time basis to become familiar with the Town's operations, issues, and projects prior to assuming his duties as Town Manager on May 15. He will be coming in on the afternoon of March 2 and all day on March 3 to begin this orientation process. Please feel free to stop in and speak with him if you have an opportunity.
- 4. We received a couple of revisions late Friday from the attorney for the developer regarding the proposed lake development agreement. One of these changes in particular could potentially place an economic burden on the Town. I discussed this Glenn Dunn, the Town's Attorney for this matter and Rob McIntyre and we have advised the developer that we cannot accept this change. The original plan was to place this item on the March 7 agenda. However as of this writing (early Thursday afternoon), we are not in a position to do so. However, discussions are continuing.



PROTECTING QUALITY OF LIFE Monthly Report Town of Mt. Gilead

Updated Feb 28, 2022

**ANSWER KEY** 

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

605 Julius Chambers Ave	MH/JP/OL	12/29/22
101 Julius Chambers Ave	JV	NOH
182 Washington Park Rd.	MH/JP	OPEN
421 W Allenton St	MH/JP	OPEN
500 W Allenton St	MH/OL	OPEN
535 W Allenton St	JV	NOH
533 W Allenton St	JV	NOH
537 W Allenton St	MH/OL	OPEN
414 S Wadesboro Blvd	MH/OL	OPEN
506 S Wadesboro Blvd	JV	NOH
426 S Wadesboro Blvd	JV/OL	OPEN
308 N Main St	MH/JP	OPEN
403 Cedar St	JV	NOH
303 Cedar St	JV	NOH
302 Cedar St	JV	NOH
507 S Wadesboro Blvd	MH/OL	OPEN
166 Emmaline St	JV	11/21/22
134 Emmaline St	JV	11/21/22
609 Julius Chambers Ave	JV	11/21/22
216 S Main St	JV	11/21/22
526 Parkertown Rd	JP	1/19/22
532 Parkertown Rd	MH	OPEN
534 Parkertown Rd	JV	OPEN
432 S Wadesboro Blvd	JV	ABATED
430 S Wadesboro Blvd	JP/OL	ABATED
429 S Wadesboro Blvd	MH	ABATED
200 S Main St	MH	12/31/22
206 S Main St	OL	ABATED



PROTECTING QUALITY OF LIFE Monthly Report Town of Mt. Gilead

Updated Feb 28, 2022

403 Cedar St	JV	1/28/23
408 Cedar St	OL	ABATED
424 S Wadesboro	JP	OPEN
109 E 2 <sup>nd</sup> St	JP	OPEN
303 W Allenton	JP	OPEN
430 S Wadesboro	JP	OPEN
116 Marshall St	JP/JV	OPEN
412 Julias Chambers	JP/JV	OPEN
302 Blackwell St	JP	OPEN
410 Cedar St	JP	OPEN
303 Cedar St	JV	OPEN
203 Clinton St	JV	OPEN

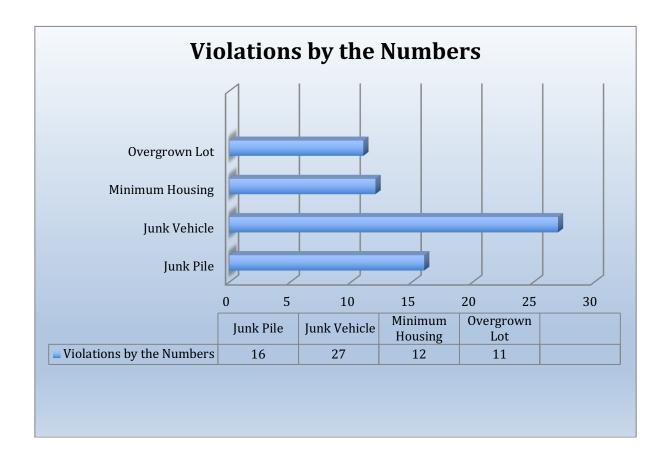
# HIGHLIGHTS

- 6 New Cases Opened
- 5 Cases Abated
- 6 cases have been scheduled for hearings for the month of February.



PROTECTING QUALITY OF LIFE Monthly Report Town of Mt. Gilead

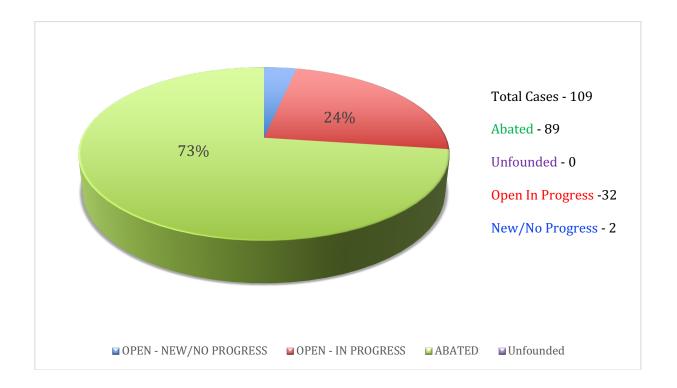
Updated Feb 28, 2022





PROTECTING QUALITY OF LIFE Monthly Report Town of Mt. Gilead

Updated Feb 28, 2022





# Wastewater Treatment Plant monthly report for February 2023

- 1. Drying Beds cleaned out and refilled.
- 2. Required Annual Flowmeter calibrations performed.
  - 3. Lagoons maintained at low levels.

4. So far, treatment of Mohawk trial flow, other than increased wasting to digesters which was expected and also why more drying bed capacity is needed, has been successfully accomplished.

# Budget vs Actual (Summary)

Town of Mount Gilead 3/3/2023 10:19:39 AM

3/3/2023 10:19:39 AM				Page 1 Of	2
Period Ending 6/30/20	23				
10 GENERAL FUND					
Description	Budget	Encumbranc	YTD	Variance	Percent
Revenues				, and not	reroent
	1,722,433	0.00	1,073,821.64	(648,610.86)	62%
Revenues Totals:	1,722,433	0.00	1,073,821.64	(648,610.86)	
Expenses				1	
ADMINISTRATION	199,300	0.00	150,470.27	48,829.73	75%
STREETS AND GROUNDS	190,045	5,659.40	109,453.09	74,932.01	61%
PLANNING & ZONING	27,250	0.00	13,363.00	13,887.00	49%
SOLID WASTE	95,900	0.00	62,937.73	32,962.27	
PARKS AND RECREATION	154,343	0.00	153,672.95	669.55	
POLICE DEPARTMENT	657,450	2,343.45	361,728.00	293,378.05	
FIRE DEPARTMENT	246,119	0.00	114,985.15	131,133.85	
REDEVELOPMENT CORP.	11,000	0.00	5,607.79	5,392.21	
FITNESS CENTER	0	0.00	0.00	0.00	
POWELL BILL	50,000	0.00	50,000.00	0.00	
HIGHLAND COMM. CT.GRANT	0	0.00	0.00	0.00	
CEMETERY	8,000	0.00	2,203.91	5,796.09	
GOVERNING BODY	54,627	0.00	39,666.74	14,960.26	
LIBRARY	28,400	18,814.00	7,165.31	2,420.69	
DEBT SERVICE	0	0.00	0.00	0.00	0170
	0	0.00	0.00	0.00	
Expenses Totals:	1,722,433	26,816.85	1,071,253.94	624,361.71	64%
10 GENERAL FUND Totals:			2,567.70		

# Budget vs Actual (Summary)

# Town of Mount Gilead 3/3/2023 10:19:39 AM

3/3/2023 10:19:39 AM				Page 2 Of	2
Period Ending 6/30/20	23				
Description	Budget	Encumbranc	YTD	Variance	Percent
Revenues					, or other
	1,496,845	0.00	936,404.07	(560,440.44)	63%
Revenues Totals:	1,496,845	0.00	936,404.07	(560,440.44)	63%
ADMINISTRATION	284,765	0.00	188,887.12	95,877.88	66%
WATER OPERATIONS	294,342	5,149.40	210,877.55	78,315.05	
WASTE WATER COLLECTION	362,013	25,731.24	229,975.64	106,305.63	
WASTE WATER PLANT	314,750	6,220.54	142,568.91	165,960.55	10 100010000
SOLID WASTE	0	0.00	0.00	0.00	
GOVERNING BODY	0	0.00	0.00	0.00	
DEBT SERVICE	240,975	0.00	0.00	240,975.00	
	0	0.00	0.00	0.00	
Expenses Totals:	1,496,845	37,101.18	772,309.22	687,434.11	54%
20 ENTERPRISE FUND Totals:		a the state of the second	164,094.85		